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David P. Zambito

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File #: 150484

November 29, 2011

BY HAND

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**RE: License Application of EnerPenn USA, LLC for Approval to Offer, Render,  
Furnish or Supply Electricity or Electric Generation Services as a Supplier of  
Retail Electric Power; Docket No. A-2011-2248532;  
PROOF OF MEMBERSHIP IN PJM INTERCONNECTION**

Dear Secretary Chiavetta:

In compliance with the Commission's Order entered November 14, 2011 in the above-referenced matter, enclosed please find proof of EnerPenn USA, LLC's membership in the PJM Interconnection. Thank you for your attention to this matter. Please do not hesitate to contact me should you have any questions or require further information.

Sincerely,

David P. Zambito  
Counsel for EnerPenn USA, LLC

DPZ/jl

Enclosures

cc: Jeannine M. Snyder  
Christian C. Bedortha, EnerPenn USA, LLC



955 Jefferson Ave.  
Valley Forge Corporate Center  
Norristown, PA 19403-2497

June 24, 2011

Mr. Kevin Boudreaux  
EnerPenn USA, LLC  
7660 Woodway Dr., Suite 471A  
Houston, TX 77063

Dear Mr. Boudreaux,

Welcome to PJM!

As promised, enclosed are the signed membership agreements for your records. To ensure your needs are met, PJM has assigned Client Manager Don Williams, as your primary point of contact. He can be contacted at [willid@pjm.com](mailto:willid@pjm.com) or 610-666-4644. You may also contact our Customer Service Center at 866-400-8980 should you have any questions as well.

Thank you,

A handwritten signature in cursive script that reads "Leslie Yeager".

Leslie Yeager  
PJM Interconnection

**SCHEDULE 4**

**STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC**

Any entity which wishes to become a Member of the LLC shall, pursuant to Section 11.6 of this Agreement, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

**Additional Member Agreement**

1. This Additional Member Agreement (the "Supplemental Agreement"), dated as of 6/24/2011, is entered into among EnerPenn USA, LLC and the President of the LLC acting on behalf of its Members.

2. EnerPenn USA, LLC has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Region is required to integrate EnerPenn USA, LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. EnerPenn USA, LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.

3. EnerPenn USA, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. EnerPenn USA, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Kevin Boudreaux, 7660 Woodway Drive, Ste. 471A, Houston, TX 77063

5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members.

6. The Operating Agreement is hereby amended to include EnerPenn USA, LLC as a Member of the LLC thereto, effective as of June 24, 2011, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, EnerPenn USA, LLC and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: Terry Boston  
Name: Terry Boston  
Title: President & CEO

By: Kevin Boudreaux  
Name: Kevin Boudreaux  
Title: VP, Market Development

Issued By: Craig Glazer  
Vice President, Government Policy  
Issued On: April 30, 2004

Effective: May 1, 2004

Application for Membership  
Between  
PJM Interconnection, L.L.C.  
and

EnerPenn USA, LLC  
(Company's Name)

This Application for Membership Agreement ("Agreement") is entered into between PJM Interconnection, L.L.C. ("PJM") and ("Applicant"). The purpose of this Agreement is to apply to become a member of the PJM and to participate under the PJM Amended and Restated Operating Agreement, Third Revised Rates Schedule FERC No. 24 ("Operating Agreement"). The Applicant has read and understands the terms and conditions of the Operating Agreement. The Applicant agrees to accept the concepts and obligations set forth in this Agreement and the Operating Agreement posted on the PJM website at: <http://www.pjm.com/documents/agreements/pjm-agreements.aspx>.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ("Tariff"). Such costs include but are not limited to: (i) payment obligations under Schedule 3 of the Operating Agreement; (ii) costs under Schedule 9 of the PJM Tariff; and (iii) potential default allocation payment obligations pursuant to Section 15.2 of the Operating Agreement (PJM may, under the Operating Agreement, declare members in default for not paying their invoices. If that occurs, PJM may pursue collection of the overdue invoices that exceed the collateral PJM holds from the defaulting member as well as take steps to terminate the defaulting members' membership. According to the Operating Agreement, all members are required to pay a portion of the payment default that exceeds the defaulting member's collateral held by PJM.)

The Applicant will pay the annual fee of \$5,000 for the remainder of the year of application upon notification of PJM application approval per Schedule 3.

The Applicant recognizes that it shall become a member of PJM effective as of the date that the Applicant receives the supplement to the Operating Agreement in the form prescribed in Schedule 4 of the Operating Agreement signed by the Applicant and countersigned by the President of PJM pursuant to section 11.6 of the Operating Agreement.

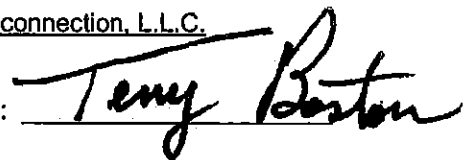
This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Applicant:

Signature: 

Name: Kevin Boudreaux Title: VP, Market Development Date: 6/10/11

PJM Interconnection, L.L.C.

Signature: 

Name: Terry Boston Title: President & CEO Date: 6/24/2011