

May 9, 2012

VIA FIRST CLASS MAIL

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

A-2009-21457 87

Re: Docket No. M-2010-215743, Spark Energy, L.P.'s Submission of Additional Requirements Regarding Registration as a PJM Load Servicing Entity

Dear Secretary McNulty,

In compliance with Pennsylvania PUC's motion dated February 11, 2010, in the above mentioned proceeding, Spark Energy, L.P. ("Spark") herewith submits the attached documents as proof of registration as a PJM LSE.

- PJM Membership letter, confirming Spark's PJM membership as of December 7, 2006.
- Spark's executed signature page from the PJM Reliability Assurance Agreement, dated November 28, 2006.
- PJM member list dated May 9, 2012.

If you have any questions or need any further information, please contact me by phone or email at [832-320-2907](tel:832-320-2907)/krogers@sparkenergy.com.

Thank you,



Kelley Rogers
Sr. Energy Accountant

Enclosures

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PJM Interconnection
Valley Forge Corporate Center
955 Jefferson Avenue
Norristown, PA 19403-2497

Audrey D. Williams
Contract Administrator, Paralegal
610.666.4651 | fax 610.666.8211
willia@pjm.com

VIA EMAIL

May 8, 2012

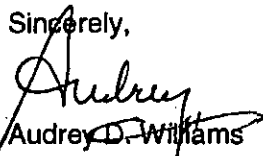
Kelley Rogers
Spark Energy, L.P.
2105 CityWest Boulevard
Suite 100
Houston, TX 77042

Dear Ms. Rogers,

Spark Energy, L.P. ("Spark Energy") became a PJM Member on December 7, 2006 and is known on the PJM system by its short name of "SPARKE", Org. ID 11,994. Spark Energy signed both the PJM Reliability Assurance Agreement and the Reliability Assurance Agreement West on November 28, 2006.

If you have any questions or need additional information, please let us know.

Sincerely,


Audrey D. Williams
Paralegal/Contract Administrator

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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 _____, is entered into among Spark Energy, L.P. and the President of the LLC acting on behalf of its Members.

2. Spark Energy, L.P. 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 Spark Energy, L.P.'s facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Spark Energy, L.P. agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.

3. Spark Energy, L.P. agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. Spark Energy, L.P. hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

2603 Augusta Drive, Suite 1400 Houston, Texas 77057

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 Spark Energy, L.P. as a Member of the LLC thereto, effective as of December 7, 2006, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Spark Energy, L.P. and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: Phillip B. Harris
Name: _____

Title: President

Spark Energy, L.P.

By: Michael D. Osowski

Name: Michael D. Osowski
Title: Managing Director

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

Effective: May 1, 2004

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treatment of such information by the person to whom such information is disclosed prior to any such disclosure.

(c) Any contract with a contractor retained to provide technical support or to otherwise assist with the administration of this Agreement shall impose on that contractor a contractual duty of confidentiality that is consistent with this Section.

16.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

16.8 No Implied Waivers. The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

16.9 No Third Party Beneficiaries. This Agreement is intended to be solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

16.10 Dispute Resolution. Except as otherwise specifically provided in the Operating Agreement, disputes arising under this Agreement shall be subject to the dispute resolution provisions of the Operating Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

[Signatures]



Michael J. Osowski
MANAGING DIRECTOR
SPARK ENERGY, LP

11/28/06

Issued By: Craig Glazer
Vice President, Government Policy
Issued On: March __, 2005

Effective: September 1, 2005

PJM - Member List - Windows Internet Explorer

http://www.pjm.com/about-pjm/member-services/member-list.aspx

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Member List

Below is a sortable list of PJM's members. For more information visit our help page.

PJM Membership as of May 9, 2012

770 PJM Members
10 Ex-officio
Total - 780

Filter by Sector: or by Type:

Reset List

Company	Sector	Type
Safeway Inc.	Other Supplier	Voting Member
Sailor's Star Co.	Other Supplier	Voting Member
Santanna Energy Services	Other Supplier	Voting Member
Saracen Energy East LP	Other Supplier	Voting Member
Scylla Energy LLC	Other Supplier	Voting Member
Sempra Energy Trading, LLC	Other Supplier	Voting Member
Servidyne Systems LLC	Other Supplier	Voting Member
SESCO Enterprises LLC	Other Supplier	Voting Member
Shell Energy North America (US), LP	Other Supplier	Voting Member
Siemens Industry, Inc.	Other Supplier	Voting Member
SG Energy, LLLP	Other Supplier	Voting Member
Smart Energy, LLC	Other Supplier	Voting Member
Smart Grid Solutions LLC	Other Supplier	Voting Member
Sollos Power LLC	Other Supplier	Voting Member
South Carolina Electric & Gas Company	Other Supplier	Voting Member
South Jersey Energy Company	Other Supplier	Voting Member
Southeastern Power Administration	Other Supplier	Voting Member
Southern Company Services as agent for Southern Power Company	Other Supplier	Voting Member
Southern Indiana Gas and Electric Company d/b/a Vectren Power Supply Inc.	Other Supplier	Voting Member
Spark Energy, L.P.	Other Supplier	Voting Member
Spark Energy Corp.	Other Supplier	Voting Member

Done

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2105 CityWest Boulevard, Suite 100 | Houston, Texas 77042



PRESORTED
FIRST CLASS



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