

550 East King Street  
Post Office Box 946  
York, PA 17405-0946  
Tel: 717.848.4100 800.839.1849  
shipleenergy.com

Wednesday, February 06, 2013

Attn: Rosemary Chiavetta  
Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Hello Ms. Chiavetta,

A-2012-2325309

This letter has been sent as proof that Shiple Choice, LLC d/b/a/ Shiple Energy has entered into an agreement with PJM Interconnection, L.L.C. 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'). Attached are copies of the application for this membership and the supplemental Agreement that confirmed Shiple Choice, LLC as a member of the PJM Interconnection, LLC.

This in compliance with the third Order of the Pennsylvania Public Utility Commission proceeding at Docket No. A-2012-2325309.

Please direct all questions or concerns to me at [tbooth@shipleenergy.com](mailto:tbooth@shipleenergy.com) or 717-771-1894.

Sincerely,



Tim Booth  
Shiple Energy  
Manager of Electricity

RECEIVED  
2013 FEB -8 AM 10:48  
PA P.U.C.  
SECRETARY'S BUREAU



2750 Monroe Boulevard  
Norristown, PA 19403-2497

January 15, 2013

Mr. Matthew Sommer  
Shiple Choice, LLC  
415 Norway Street  
York, PA 17406

Dear Mr. Sommer,

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, Lew Pinkerton, as your primary point of contact. He can be contacted at pinkel@pjm.com or 610-666-2284. 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 black ink that reads "Amanda C. Egan". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Amanda C. Egan  
PJM Interconnection

RECEIVED  
2013 FEB - 8 AM 10:48  
PA P.U.C.  
SECRETARY'S BUREAU

Enclosures

RECEIVED

2013 FEB -8 AM 10:48

PA P.U.C.  
SECRETARY'S BUREAU

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

Shiplely Choice, LLC

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>.

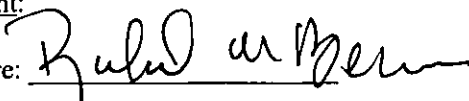
The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ("Tariff"). 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.

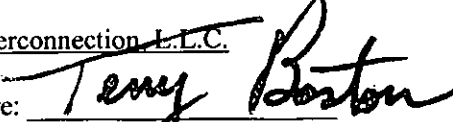
This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Applicant:

Signature: 

Name: Richard M. Beamesderfer Title: Chief Financial Officer Date: 10/11/12

PJM Interconnection L.L.C.

Signature: 

Name: Terry Boston Title: President & CEO Date: 1/11/13

**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 Jan 11, 2013, is entered into among Shiplely Choice, LLC and the President of the LLC acting on behalf of its Members.
2. Shiplely Choice, 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 Shiplely Choice, LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Shiplely Choice, LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. Shiplely Choice, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. Shiplely Choice, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Matthew Sommer  
415 Norway St,  
York, PA 17406 USA

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 Shiplely Choice, LLC as a Member of the LLC thereto, effective as of January 11, 2013, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Shiplely Choice, 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: Richard M. Beamesderfer  
Name: Richard M. Beamesderfer  
Title: Chief Financial Officer

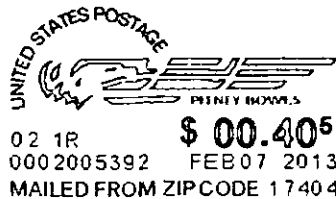
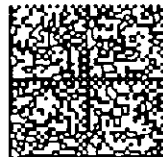


550 East King Street  
Post Office Box 946  
York, PA 17405-0946

Address Service Requested

Attn: Rosemary Chiavetta  
Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

PRESORTED  
FIRST CLASS



02/07/13

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