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RHOADS & SINON LLP

February 14, 2013

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

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Re: Docket No. A-2011-2264916: License Application of Plymouth Rock Energy, LLC for approval to begin to offer, render, furnish or supply electricity or electric generation services as a supplier of retail electric power: Order Paragraph No. 3

Dear Secretary Chiavetta:

We represent Plymouth Rock Energy, LLC, which was issued an electric generation supplier license by the Pennsylvania Public Utility Commission as the result of a final decision issued on December 1, 2011 (the "Decision") in Docket No. A-2011-2264916.

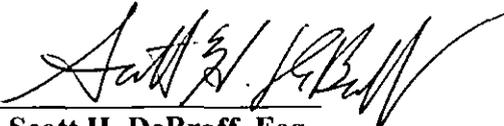
In Attachment 3 of Plymouth Rock Energy's original application, a copy of the PJM Interconnection, L.L.C., New Member listing was provided showing that Plymouth Rock was a member, effective March 4, 2011.

In compliance with Order Paragraph No. 3 in the Decision issuing Plymouth's license, Plymouth Rock respectfully files further proof of its membership in the PJM Interconnection ("PJM") as a Load Serving Entity. Enclosed herein please find additional proof that Plymouth Rock Energy is a member of PJM and has been for nearly two (2) years.

Should you have any questions, please do not hesitate to contact me at (717) 237-6716.

Very truly yours,

RHOADS & SINON LLP

By: 
Scott H. DeBroff, Esq.
Counsel for Plymouth Rock Energy

Enclosures

Attachment 3:

PJM New Member Notice

NYISO Member Acceptance

New York Department of Public Service ESCO Certification

New Jersey Gas and Electric Supplier Licenses

Resumes from Samuel Ritter and Shyam Persaud

List of Officers

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PJM Interconnection, L.L.C.
New Members
February 14, 2011 to June 1, 2011

| Company Name | Effective Date |
|--|----------------|
| Border Energy Electric Services, Inc. | 8/1/2011 |
| People's Power & Gas, LLC | 5/26/2011 |
| Scylla Energy LLC | 6/12/2011 |
| Aspen Merchant Energy, LP | 5/5/2011 |
| Enserco Energy, Inc. | 5/2/2011 |
| SMART Papers Holdings, LLC | 5/2/2011 |
| Blue Pilot Energy, LLC | 4/29/2011 |
| Amerigreen Energy, Inc. | 4/28/2011 |
| Cobalt Capital Partners, LLC | 4/26/2011 |
| Heateron Energy, LLC | 4/26/2011 |
| Twin Eagle Resource Management, LLC | 4/26/2011 |
| Keil & Sons, Inc. dba Systum Energy | 4/15/2011 |
| Energy Exchange International, LLC | 4/5/2011 |
| Highland North LLC | 4/5/2011 |
| Monterey MA, LLC | 3/30/2011 |
| Monterey MAF, LLC | 3/30/2011 |
| Santanna Energy Services | 3/30/2011 |
| Strategic Transmission LLC | 3/30/2011 |
| Bruce Power Inc. | 3/28/2011 |
| Evraz Claymont Steel | 3/28/2011 |
| Midwest Energy Trading East LLC | 3/28/2011 |
| Northport USA, LLC | 3/28/2011 |
| KeyTex Energy Solutions LLC | 3/25/2011 |
| Atlantic Grid Operations A, LLC | 3/23/2011 |
| Balance Power Systems, LLC | 3/21/2011 |
| AP Gas & Electric (IL), LLC | 3/18/2011 |
| AP Gas & Electric (MD), LLC | 3/18/2011 |
| AP Gas & Electric (NJ), LLC | 3/18/2011 |
| Traditum Group LLC | 3/14/2011 |
| XO Energy MA, LP | 3/10/2011 |
| XO Energy MA2, LP | 3/10/2011 |
| HIKO Energy, LLC | 3/9/2011 |
| Middlesex County Utilities Authority | 3/9/2011 |
| West Deptford Energy, LLC | 3/9/2011 |
| Duke Energy Kentucky, Inc. | 3/4/2011 |
| Plymouth Rock Energy, LLC | 3/4/2011 |
| Raiden Commodities LP | 3/4/2011 |
| Dynasty Power Inc | 3/1/2011 |
| Great American Power, LLC | 3/1/2011 |
| Paulding Wind Farm II LLC | 2/25/2011 |
| Central Transmission, LLC | 2/23/2011 |
| Northeast Transmission Development, LLC | 2/23/2011 |
| Duke Energy Commercial Asset Management, INC | 2/16/2011 |
| Town of Berlin, Maryland | 2/16/2011 |
| U.S. Energy Partners dba PAETEC Energy Marketing | 2/16/2011 |



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

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

January 9, 2012

VIA EMAIL

Mr. Adam Sokol
Plymouth Rock Energy, LLC
1074 Broadway
Woodmere, NY 11598

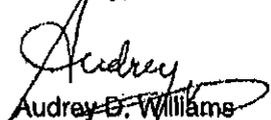
Dear Mr. Sokol,

Plymouth Rock Energy, LLC became a PJM Member on March 4, 2011, and is known on the PJM system by its short name of "PLYMRE", Org. ID 17,961.

Plymouth Rock Energy, LLC signed the PJM Reliability Assurance Agreement on June 29, 2010.

Should you require anything further, please advise.

Sincerely,


Audrey D. Williams
Paralegal / Contract Administrator

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

Plymouth Rock Energy, 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/downloads/agreements/oa.pdf>.

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: [Signature]
Name: Adam Sokol Title: Vice President Date: 6.29.10

PJM Interconnection, L.L.C.

Signature: [Signature]
Name: Terry Boston Title: President & CEO Date: 3/2/11

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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 March 4, 2011, is entered into among Plymouth and the President of the LLC acting on behalf of its Members. Rock Energy, LLC ("Plymouth")

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

3. Plymouth agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

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

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 Plymouth as a Member of the LLC thereto, effective as of March 4, 2011, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Plymouth 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

Plymouth Rock Energy, LLC
By: Adam Sokol
Name: Adam Sokol
Title: V.P.

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

Effective: May 1, 2004