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April 29, 2014

APR 29 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Commonwealth Keystone Building, 2nd Floor  
Harrisburg, Pennsylvania 17120

Re: Champion Energy Services, LLC ("Champion"); Docket No. M-2010-2157431;  
Submission of Documentation Evidencing Proof of Registration as a PJM Load  
Serving Entity (LSE)

A-2009-2124113

Dear Secretary Chiavetta:

Pursuant to a Secretarial Letter from Docket M-2010-2157431 dated March 18, 2010, enclosed please find Champion's annual proof of registration as a PJM Load Serving Entity.

- Signatory Page to Attachment F of the PJM Operating Agreement
- Signatory Page to Attachment A of the PJM Membership Agreement

Please contact me if you have any questions, or need any further information, at 281 653-5071

Regards,

A handwritten signature in black ink, appearing to read "Brenda Crockett".

Brenda Crockett  
Vice President, Market Development and  
Regulatory Affairs

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

Champion Energy Marketing 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 Agreement which was accepted by the Federal Energy Regulatory Commission (FERC) on November 25, 1997 as amended and became effective on January 1, 1998. The Applicant has read and understands the terms and conditions of the Agreement. The Applicant agrees to accept the concepts and obligations set forth in the Agreement.

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 Schedule 3 of the PJM Agreement and all other applicable costs under the Tariff.

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

The Applicant recognizes that it shall become a member of the PJM Agreement effective as of the date that FERC notifies the parties of approval of Schedule 4 submitted by the Applicant to PJM.

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: Brenda Crockett Title: Vice President Supply Operations Date: June 9, 2008

PJM Interconnection, L.L.C.

Signature: 

Name: TERRY BOSTON Title: PRESIDENT & CEO Date: July 1, 2008

**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 July 1, 2004, is entered into among Champion Energy Marketing LLC and the President of the LLC acting on behalf of its Members.

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

3. Champion Energy Marketing LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

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

Brenda Crockett, 13831 Northwest Freeway, Suite 250, Houston, Texas 77040

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 Champion Energy Marketing LLC as a Member of the LLC thereto, effective as of July 1, 2004, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Champion Energy Marketing, 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

Champion Energy Marketing LLC

By: Brenda Crockett

Title: Vice President Supply Operations

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

Effective: May 1, 2004

**ATTACHMENT A**

**Form of Service Agreement For  
Firm Point-To-Point Transmission Service**

- 1.0 This Service Agreement, dated as of July 1, 2008, is entered into, by and between the Office of the Interconnection of PJM Interconnection L.L.C. (the Transmission Provider) and Champion Energy Marketing LLC ("Transmission Customer").
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.
- 4.0 Firm Point-To-Point Transmission Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities, Local Upgrades and/or Network Upgrades and any contingencies identified in the Upgrade Construction Service Agreement by and among Transmission Provider, Transmission Customer and \_\_\_\_\_ [name of transmission owner constructing upgrades] \_\_\_\_\_ are completed, if applicable, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties or as otherwise specified in this Service Agreement.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representatives as indicated below.

Transmission Provider

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

Transmission Customer:

Champion Energy Marketing LLC  
13831 Northwest Freeway, Suite 250  
Houston, Texas 77040

Issued By: Craig Glazer  
Vice President, Federal Government Policy  
Issued On: December 18, 2006

Effective: March 1, 2007

- 7.0 The Tariff is incorporated herein and made a part hereof.
- 8.0 For Short-Term Firm Point-To-Point Transmission Service requested under this Agreement, the confirmation procedures set forth in this section 8.0 shall apply. Whenever PJM notifies the Transmission Customer that a request for Short-Term Firm Point-To-Point Transmission Service can be accommodated, the Transmission Customer shall confirm, by the earlier of (i) 15 days after PJM approves the request for service, or (ii) 12:00 noon on the day before the Service Commencement Date, that it will commence the requested service. Failure of the Transmission Customer to provide such confirmation will be deemed a withdrawal and termination of the request for the service, and any deposit submitted with the request will be refunded with interest.

**{Use the following Section 9.0 for Long-Term Firm Point-To-Point Transmission Service Requests that require construction of Direct Assignment Facilities, Local Upgrades, and/or Network Upgrades}**

- 9.0 The Transmission Customer was notified by the Transmission Provider that the System Impact Study indicates that Firm Point-To-Point Transmission Service can not extend beyond one year from the commencement of service unless certain Direct Assignment Facilities, Local Upgrades, and/or Network Upgrades are constructed pursuant to the Tariff and in accordance with the terms and conditions of the Upgrade Construction Service Agreement by and among Transmission Provider, Transmission Customer, and \_\_\_\_\_ [name of Transmission Owner constructing upgrades]\_\_\_\_\_. The required Local Upgrades, Network Upgrades and/or Direct Assignment Facilities are identified, including estimated costs and lead times to support the requested Firm Point-To-Point Transmission Service in that Upgrade Construction Service Agreement. Therefore, the Transmission Customer may not be able to exercise reservation/rollover priority rights, in whole or in part, which it may otherwise have pursuant to Section 2.2 of the Tariff upon the initial termination date of the Firm-Point-To-Point Transmission Service, unless and until the Local Upgrades, Network Upgrades and/or Direct Assignment Facilities are completed pursuant to the terms of the Upgrade Construction Service Agreement.
- 10.0 Rates for Long-Term Firm Point-To-Point Transmission Service shall apply pursuant to this Service Agreement and applicable provisions of the PJM Tariff. Transmission Customer will not be eligible for any credits against these rates for the value of the Local Upgrades, Network Upgrades and/or Direct Assignment Facilities it provides; its consideration for payment for Customer-Funded Upgrades will be the Long-Term Firm Point-To-Point Transmission Service described in the Transmission Service Agreement, and the associated Upgrade-Related Rights, as described in the Upgrade Construction Service Agreement.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Issued By: Craig Glazer  
Vice President, Federal Government Policy  
Issued On: December 18, 2006

Effective: March 1, 2007

Office of the Interconnection:

By: Michael J. Korman Sr. V.P. - Operations July 1, 2008  
Name Title Date

Transmission Customer:

By: Brenda Crockett Vice President Supply Operations 06/09/08  
Name Title Date

Issued By: Craig Glazer  
Vice President, Federal Government Policy  
Issued On: December 18, 2006

Effective: March 1, 2007

**CERTIFICATION**

I, Brenda Crockett, certify that I am a duly authorized officer of Champion Energy Marketing LLC (Transmission Customer) and that Champion Energy Marketing LLC (Transmission Customer) will not request service under this Service Agreement to assist an Eligible Customer to avoid the reciprocity provision of this Open-Access Transmission Tariff.


  
Brenda Crockett

\_\_\_\_\_  
(Name)

Vice President Supply Operations

\_\_\_\_\_  
(Title)

Subscribed and sworn before me this 13<sup>th</sup> day of June, 2008.

  
(Notary Public)

My Commission expires: 2/19/12



Issued By: Craig Glazer  
Vice President, Government Policy  
Issued On: March 20, 2003

Effective: March 21, 2003

**ATTACHMENT B**

**Form of Service Agreement For Non-Firm Point-To-Point  
Transmission Service**

- 1.0 This Service Agreement, dated as of July 1, 2008, is entered into, by and between the Office of the Interconnection of PJM Interconnection, L.L.C. (the Transmission Provider) and Champion Energy Marketing LLC (Transmission Customer).
- 2.0 The Transmission Customer has been determined by the Transmission Provider to be a Transmission Customer under Part II of the Tariff and has filed a Completed Application for Non-Firm Point-To-Point Transmission Service in accordance with Section 18.2 of the Tariff.
- 3.0 Service under this Agreement shall be provided upon request by an authorized representative of the Transmission Customer.
- 4.0 The Transmission Customer agrees to supply information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice in order for it to provide the requested service.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Non-Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- 6.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative as indicated below.

**Transmission Provider:**

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

Issued By: Craig Glazer  
Vice President, Government Policy  
Issued On: March 20, 2003

Effective: March 21, 2003



Transmission Customer:

Champion Energy Marketing LLC  
13831 Northwest Freeway, Suite 250  
Houston, Texas 77040

7.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Office of the Interconnection:

By:	<u>Michael J. Korman</u>	<u>Sr. V.P. - Operations</u>	<u>July 1, 2008</u>
	Michael J. Korman	Title	Date

Transmission Customer:

Champion Energy Marketing LLC

[Signature]

By:	<u>Brenda Crockett</u>	<u>Vice President Supply Operations</u>	<u>June 17, 2008</u>
	Name	Title	Date

Issued By: Craig Glazer  
Vice President, Government Policy  
Issued On: March 20, 2003

Effective: March 21, 2003

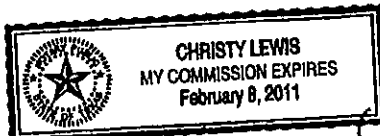
**CERTIFICATION**

I, Brenda Crockett, certify that I am a duly authorized officer of Champion Energy Marketing LLC (Transmission Customer) and that Champion Energy Marketing LLC (Transmission Customer) will not request service under this Service Agreement to assist an Eligible Customer to avoid the reciprocity provision of this Open-Access Transmission Tariff.

Brenda Crockett  
(Name)

Vice President Supply Operations  
(Title)

Subscribed and sworn before me this 17 day of June, 2008.



(Notary Public)

*Christy Lewis*

My Commission expires: Feb. 8, 2011

Issued By: Craig Glazer  
Vice President, Government Policy  
Issued On: March 20, 2003

Effective: March 21, 2003

**ATTACHMENT F-1**

**Form of Umbrella Service Agreement for  
Network Integration Transmission Service  
Under State Required Retail Access Programs**

- 1.0 This Service Agreement dated as of *July 1, 2008* including the Specifications For Network Integration Transmission Service Under State Required Retail Access Programs attached hereto and incorporated herein, is entered into, by and between PJM Interconnection, L.L.C. ("Transmission Provider") and Champion Energy Marketing LLC , a transmission customer participating in a state required retail access program and/or a program providing for the contractual provision of default service or provider of last resort service ("Network Customer").
- 2.0 The Network Customer has been determined by the Transmission Provider to have a valid request for Network Integration Transmission Service under the Tariff and to have satisfied the conditions for service imposed by the Tariff to the extent necessary to obtain service with respect to its participation in a state required retail access program.
- 3.0 Service under this Service Agreement shall commence on \_\_\_\_\_, and shall terminate on such date as mutually agreed upon by the parties, unless state law or regulations specify a limited period for service or unless earlier terminated for default under Section 7.3 of the Tariff.
- 4.0 The Transmission Provider agrees to provide, and the Network Customer agrees to take, Network Integration Transmission Service in accordance with the Tariff, including the Operating Agreement of the PJM Interconnection, L.L.C. ("Operating Agreement") (which is the Network Operating Agreement under the Tariff and is incorporated herein by reference) and this Service Agreement, as they may be amended from time to time.
- 5.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

**Transmission Provider**

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

Issued By: Craig Glazer  
Vice President, Government Policy  
Issued On: October 1, 2004

Effective: December 1, 2004

**Network Customer**

Champion Energy Marketing LLC  
13831 Northwest Freeway, Suite 250  
Houston, Texas 77040

IN WITNESS WHEREOF, the Transmission Provider and the Network Customer have caused this Service Agreement to be executed by their respective authorized officials.

**Transmission Provider**

By: Michael J. Korras      SR V.P. - Operations      July 1, 2008  
Name Michael J. Korras      Title      Date

**Network Customer**

Brenda Crockett  
By: Brenda Crockett      Vice President Supply Operations      06/09/08  
Name      Title      Date

From: (281) 653-1813  
Kara Haney  
CHAMPION ENERGY SERVICES  
1500 RANKIN RD STE 200

Origin ID: MIFA



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HOUSTON, TX 77073

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CAD: 106119088/NET3490

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**Rosemary Chiavetta, Secretary**  
**PA Public Utility Commission**  
**2nd Floor Room N201**  
**Keystone Building**  
**HARRISBURG, PA 17120**

Ref #      Regulatory - PA  
Invoice #  
PO #  
Dept #

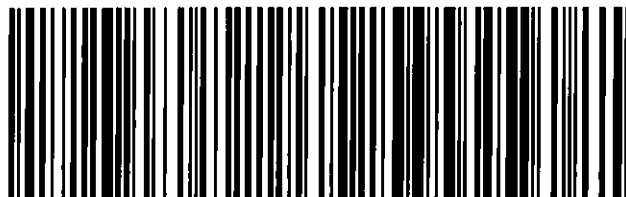
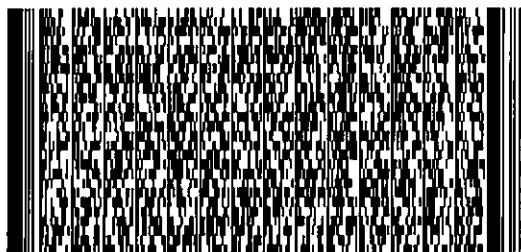
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