



May 6, 2014

VIA FIRST CLASS MAIL

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

RECEIVED

MAY - 6, 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Docket No. A-2009-2145787, 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 in Docket No. M-2010-215743 dated February 11, 2010, 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 6, 2014.

If you have any questions or need any further information, please contact me by phone or email.

Thank you,

A handwritten signature in black ink, appearing to read "Edwin Dearman".

Edwin Dearman
Manager, Regulatory



PJM Interconnection
2750 Monroe Blvd.
Audubon, PA 19403

Faith K. Daley
Paralegal/Contract Administrator
Ph 610.666.8875 | Fax 610.666.8211
faith.daley@pjm.com

May 6, 2014

Via Email

Danny Bordeaux, Director
Spark Energy, L.P.
2105 City West Boulevard
Suite 100
Houston, TX 77042

Dear Mr. Bordeaux:

Spark Energy, L.P. was approved for PJM membership on December 7, 2006. Spark Energy, L.P. is a load serving entity and signed both the PJM Reliability Assurance Agreement and the Reliability Assurance Agreement Classic on November 28, 2006. This company is currently a member in good standing.

Please feel free to contact me if further information is required.

Very truly yours,

A handwritten signature in cursive script that reads "Faith K. Daley".

Faith K. Daley
Paralegal/Contract Administrator

/fkd

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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 S. Harris
Name: _____

Title: President
Spark Energy, L.P.

By: Michael D. Osowski
Name: Michael D. Osowski
Title: Managing Director

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MAY - 6 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

Effective: May 1, 2004

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

Browser Information		Page Information	
http://www.pjm.com/about-pjm/member-services		Page	Safety
Southeastern Chester County Refuse Authority		Other Supplier	Voting Member
Southeastern Power Administration		Other Supplier	Voting Member
Southern Company Services as agent for Alabama Power Company	Southern Company Services as agent for Southern Power Company	Other Supplier	Affiliate
Southern Company Services as agent for Georgia Power Company	Southern Company Services as agent for Southern Power Company	Other Supplier	Affiliate
Southern Company Services as agent for Gulf Power Company	Southern Company Services as agent for Southern Power Company	Other Supplier	Affiliate
Southern Company Services as agent for Mississippi Power Company	Southern Company Services as agent for Southern Power Company	Other Supplier	Affiliate
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
Southern Maryland Electric Cooperative, Inc.		Electric Distributor	Voting Member
Spark Energy, L.P.		Other Supplier	Voting Member
Sperlan Energy Corp.		Other Supplier	Voting Member
Star Energy Partners LLC		Other Supplier	Voting Member
Starion Energy PA Inc.		Other Supplier	Voting Member
STATARB Investment, LLC		Other Supplier	Voting Member
Stony Creek Wind Farm, LLC	E.ON Climate & Renewables North America Inc.	Generation Owner	Affiliate
Strategic Transmission, LLC	H-P Energy Resources, LLC	Other Supplier	Affiliate
Stream Energy Columbia, LLC	Stream Energy Pennsylvania, LLC	Other Supplier	Affiliate
Stream Energy Maryland, LLC	Stream Energy Pennsylvania, LLC	Other Supplier	Affiliate
Stream Energy New Jersey, LLC	Stream Energy Pennsylvania, LLC	Other Supplier	Affiliate
Stream Energy Pennsylvania, LLC		Other Supplier	Voting Member
Summit Energy, LLC	Twin Cities Power, LLC	Other Supplier	Affiliate
SunCoke Energy, Inc.		Generation Owner	Voting Member
Sunwave USA Holdings Inc.		Other Supplier	Voting Member
Superior Plus Energy Services, Inc.		Other Supplier	Voting Member
Switch Energy, LLC		Other Supplier	Voting Member
Synalpha Solar, LLC		Generation Owner	Voting Member
Total: 59			

PJM Member List Link: http://www.pjm.com/about-pjm/member-services/member-list.aspx?WT.mc_id=2012-statelines-august

From: (832) 200-3770
EDWIN DEARMAN
SPARK ENERGY
2105 CITYWEST BLVD
STE 100
HOUSTON, TX 77042

Origin ID: NQIA



Ship Date: 06MAY14
ActWgt: 0.5 LB
CAD: 102364518/WSX12600

Delivery Address Bar Code



Ref # Spark Energy, L.P.
Invoice #
PO #
Dept #

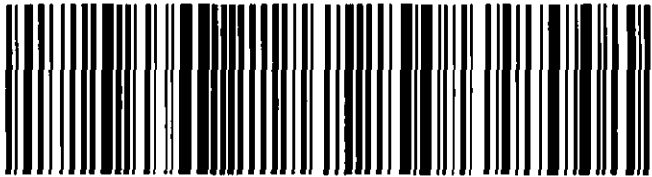
RELEASE#: 3785346

WED - 07 MAY AA
STANDARD OVERNIGHT

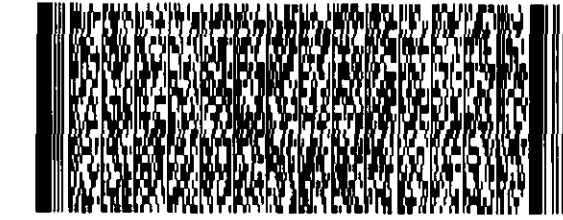
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This AWB label should print in full on one page. If the label does not print completely on one page use the **◆shrink to fit◆** or **◆whole page◆** option on your page settings, or change all the page margins to 0.7cm.

Please call your local office for further assistance if required.

WARNING: USE ONLY THE PRINTED ORIGINAL LABEL FOR SHIPPING TO ENSURE THE TIMELY DELIVERY OF YOUR PACKAGE.

CONDITIONS OF GENERAL DETERMINATION: This Air Waybill, "We", "You", "Us", and "I" refer to Federal Express Corporation, its subsidiaries, affiliates and branches and their respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelop that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, tickets, manifests or waybills. The term "shipment" means all packages which are tendered in and accepted by us on a single Air Waybill Agreement for Terms, its processing and giving to your shipment, you agree, regardless of whether you sign the front of this Air Waybill, for yourself and as agent for and on behalf of any other person having an interest in this shipment, to all terms on this NON-SIGNING AIR WAYBILL, Air Waybill, and as applicable, to all terms in any FedEx transportation agreement between you and FedEx covering this shipment and in any applicable tariff, and in our current applicable Service Guide, or Standard Conditions of Carriage, copies of which are available upon request. If there is a conflict between this Air Waybill and any such document then in effect, the transportation agreement, tariff, Service Guide or Standard Conditions of Carriage will control in that order of priority. No one is authorized to alter or modify the terms of our agreement. This Air Waybill shall be binding on us when the shipment is accepted, so long as it is marked with the FedEx logo and an employee number or our signature, or our printed name shall be sufficient to constitute our signature of this Air Waybill. Your Obligations - Printed Signature: You acknowledge that if you possess shipments to locations outside the country where your shipment originates, you must enter, in print or later in a manual signature on the Air Waybill, the name of the person completing the Air Waybill for all such shipments tendered to FedEx by using this application. You further acknowledge that this printed name shall be sufficient to constitute your signature on the Air Waybill and acceptance of FedEx's terms and conditions of carriage for purposes of the Warsaw Convention, an international treaty related to international carriage by air and any of its subsequent amendments and protocols thereto (collectively, "Warsaw Convention") and for all other purposes. We warrant that each article in each shipment is properly described on this Air Waybill and any export documents, is acceptable for FedEx, and that the shipment is properly marked, addressed and packed to ensure safe transportation with ordinary care in handling. You are responsible for all charges, including transportation charges and possible surcharges and customs and duties assessments, including fees related to our payment of the same, governmental penalties and fees, taxes and FedEx legal costs related to your shipment. Air Carriage Notice: THE CARRIER OF YOUR SHIPMENT BY AIR IS OPERATING UNDER THE PROVISIONS OF THE WARSAW CONVENTION OR THE MONTREAL CONVENTION OR THE HAGUE-Visby Convention, WHICH TRILATY WOULD THEN GOVERN AND IN SUCH CASES LIMIT FEDEX'S LIABILITY FOR LOSS, DELAY OF DELIVERY, MISDELIVERY, NON-DELIVERY, MISINFORMATION, DAMAGE OR FAILURE TO PROVIDE INFORMATION, IN CONNECTION WITH YOUR SHIPMENT. In certain countries, the Warsaw Convention limits FedEx's liability to US \$9.07 per pound (US \$20.39 per kilogram or equivalent local currency) for the country of origin, unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. Road Transport Notice: Shipments transported partly or solely by road, by train or by other means of transport, are subject to the terms and conditions of the CMR, notwithstanding any other provisions referred to in this Air Waybill to the contrary, except that the higher limitations of liability set forth in these conditions shall remain applicable as opposed to those set forth in the CMR. Limitation of Liability: If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other governmental regulations, orders, or requirements, FedEx's maximum liability for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation or the failure to provide information on a shipment is limited by the Air Waybill to the greater of the amount of US \$100 or US \$9.07 per pound (US \$20.39 per kilogram or equivalent local currency) for the country of origin; whichever is greater. If you declare a higher value for carriage, you must pay an additional charge for each additional US \$100 or the equivalent local currency in declared value for carriage. Please call us or refer to our rate sheets in effect at the time of shipment for an explanation of the additional charge. If you declare a higher value for carriage and pay the additional charge, our maximum liability will be the lesser of your declared value for carriage or your actual damages. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional US \$100 (or equivalent local currency) for the country of origin (or in Canada US \$100) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. Declared Value Limit: The highest declared value FedEx allows for a FedEx Letter and FedEx Pak is US\$5000 and US\$1000 per pound (US\$20.39 per kilogram or the equivalent in local currency), whichever is greater. In Canada, the maximum declared value allowed for customs and carriage per Air Waybill for each FedEx Letter and FedEx Pak is CAN\$1000. For other shipments, in particular shipments of extraordinary value, including, but not limited to jewelry, art, antiques, precious metals, and furs and fur clothing, the declared value of carriage is limited and depends on the contents and the destination of the shipment. Please check the applicable Service Guide, contract of carriage, transportation agreement, tariff, or Standard Conditions for an explanation of the declared value limits. If you send more than one package using a single Air Waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment. For shipments tendered for FedEx's ground service please refer to the applicable Service Guide. Liability Not Assumed: IN ANY EVENT, MDTA (THE SERVICE) OPERATES ON THIS AIR WAYBILL, OR THE APPLICABLE SERVICE GUIDE, TRANSPORTATION AGREEMENT, TARIFF, OR CONTRACT OF CARRIAGE, UNDER WHICH IT IS LIABLE FOR ANY DAMAGES, WITH THE EXCEPT, INDEMNITY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN LACKS OF THE LIMIT OF US\$100 PER POUND (OR THE EQUIVALENT LOCAL CURRENCY) WHICH IS GREATER THAN CANADA IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING INDEMNITY NOT LIMITED TO LOSS OF INCOME OR PROFITS) WITH THE EXCEPT, INDEMNITY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS. FedEx is not liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment. Also, FedEx is not liable if you or the recipient violate any of the terms of our Agreement. FedEx is not liable for loss, damage, delay, shortage, misdelivery, nondelivery, misinformation or failure to provide information (i) in connection with shipments of cash, currency, or other prohibited items, or (ii) caused by events of force majeure, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. No Warranty: We make no warranties, express or implied. Claims for Loss, Damage or Delay: ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS SET FORTH IN OUR APPLICABLE TARIFF, SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides that written claims for damage must be received within 14 days from the date of receipt and within six months from the date of delivery. FedEx may have expanded the time periods in certain countries and the periods may differ from country to country. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Contact the FedEx representative in the country of origin to determine the claims period for your shipment. In the event of misdelivery, misdelivery, misinformation or failure to provide information, we must receive written notice of the claim within 90 days after we accept the shipment. The right to damages against an obligor of a shipment shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered, or from the date on which the carriage stopped. Within 90 days after notification to us of the claim, it must be documented by sending us all relevant information about it. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from those charges. If the recipient accepts the shipment or does not notify any damages in the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. Right to Inspect: Your shipments may, at FedEx's option, or at the request of customs or other regulatory or government authorities, be opened and inspected by FedEx or such authorities at any time. Responsibility for Payment: Even if you give FedEx a different payment instruction, you will always be primarily responsible for all charges, including transportation charges, and possible surcharges, customs and duties assessments, including fees related to our payment of the same governmental penalties and fees, taxes, and FedEx lawyers' fees and legal costs, related to this shipment. You also will be responsible for any cost FedEx may incur to returning your shipments to you or withdrawing them pending disposition. Customs Clearance: If giving us this shipment, you hereby appoint FedEx, or its independent contractor as applicable, as your agent solely for performance of customs clearance and certify FedEx is the nominal consignee for the purpose of designating a customs broker to perform customs clearance. In some instances, local authorities may require additional documentation confirming FedEx's appointment. It is your responsibility to provide proper documentation and confirmation, when required. You are responsible for and warrant your compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, export and re-export laws and government regulations of any country to, from, through or over which your shipments may be carried. You agree to furnish such information and complete and attach to this Air Waybill such documents as are necessary to comply with such laws, rules and regulations. FedEx assumes no liability to you or any other person for any loss or expense due to your failure to comply with this provision. You are also responsible for all taxes, including transportation charges, and all duties, customs assessments, governmental penalties and fees, taxes, and FedEx lawyers' fees and legal costs, related to any shipment. Letter of Instruction: If you do not complete all the documents required for carriage or if the documents submitted are not appropriate for the services or destination requested, you hereby instruct FedEx, or its independent contractor, as applicable, where permitted by law to complete, correct or replace the documents by you at your expense. However, FedEx is not obligated to do so. A substitute form of air waybill is needed to complete delivery of your shipment and FedEx's completion of the documents will constitute the terms of the Agreement to continue to apply. FedEx is not liable to you or any other person for FedEx's actions on your behalf under this provision. Items Not Acceptable for Transportation: FedEx does not accept transportation of money (in, being, but not limited to, coins except collectible) or negotiable instruments equivalent to cash such as endorsed checks and funds if FedEx includes all liability for shipments of such items accepted by mistake. Other items may be accepted for carriage only by limited destinations or under restricted conditions. FedEx reserves the right to reject packages based upon these limitations or for reasons of safety or security. You may consult the applicable Service Guide, contract of carriage, tariff or Standard Conditions for specific details. I Export Control: You authorize FedEx, and its independent contractors, as applicable, to act as forwarding agent for you for export and customs purposes. You hereby certify that all statements and information contained on all Air Waybills, SIDs and accompanying documentation relating to exportation are true and correct. You expressly authorize FedEx and its independent contractors, as applicable, to use and forward all information of any nature regarding shipments to any and all governmental or regulatory agencies which request or require such information. Furthermore, you understand that civil and criminal penalties, including forfeiture and sale, may be imposed for making false or fraudulent statements or for the violation of any country laws on exportation, including but not limited to, shipments originating in the US, 18 USC, § 303, 22 USC, § 3041; 18 USC, § 1001 and 50 USC, App. 2410, and for shipments originating in Canada, the Export and Import Permit Act, R.S.C. 1977, Chapter 110. Consult the laws in the country of origin for similar restrictions. You acknowledge that no shipments tendered by you from the United States using API will be sent to any entity listed on the Department of Commerce's Denied Parties List 764 Supp. 2, or the list of Special Designated Nationals as published by the Office of Foreign Assets Control of the US Department of the Treasury. If that you are neither a denied party nor a specially designated national, you warrant that the laws of the origin country of your shipment for similar purposes. Mandatory Laws Incur: any provision contained or referred to in the Air Waybill may be contrary to any applicable international treaties, laws, governmental regulations, orders or requirements, such provisions shall remain in effect to the extent that it is not overriding. The invalidity or unenforceability of any provision shall not affect any other provision contained or referred to in the Air Waybill. Unless otherwise indicated, the shipper's address address indicated on the face of the Air Waybill is the place of execution and the place of departure and the recipient's address listed on the face of the Air Waybill is the place of destination. Unless otherwise indicated on the face of the Air Waybill, label manifest or packing record, the first carrier of this shipment is Federal Express Corporation, P.O. Box 727, Memphis, TN 38104.