



November 10, 2014

**VIA FEDERAL EXPRESS**

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

Re: *A-2009-2145787*  
**A-200902145787: Spark Energy, LP – Name Change & License Bond for  
Electric Generation Services**

Dear Secretary Chiavetta,

This letter is to inform you that Spark Energy, LP has changed its entity name to Spark Energy, LLC. Documentation evidencing this conversion is attached for your information.

Our business functions and tax identification remain the same. All future documentaiton will be issued in the new name.

Pursuant to 66 Pa. C.S. §28099(c), no electric supplier shall remain in force unless the licensee furnishes an original of a bond or other security approved by the Commission to ensure the financial responsibility of the electric generation supplier and the supply of electricity at retail. The Commission's records indicate that the expiration of the bond of other approved security provided by Spark Energy, LP occurs on November 11, 2014.

Spark Energy, LLC hereby submits the following:

- A Rider for Bond No. 105241923 acknowledging the name change from Spark Energy, LP to Spark Energy, LLC for the current bond on file.
- A Continuation Certificate under the converted name of Spark Energy, LLC, extending the date of expiration to November 11, 2015, and modifying the bond based upon 10% of the licensee's reported gross receipts.

Please contact me should you have any questions or require any additional documentation regarding the entity name conversion or the bond.

Respectfully,

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

Edwin Dearman  
*Manager, Regulatory*

**RECEIVED**

NOV 10 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Nandita Berry  
Secretary of State

**Office of the Secretary of State**

**CERTIFICATE OF CONVERSION**

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

Spark Energy, L.P.  
File Number: 800052932

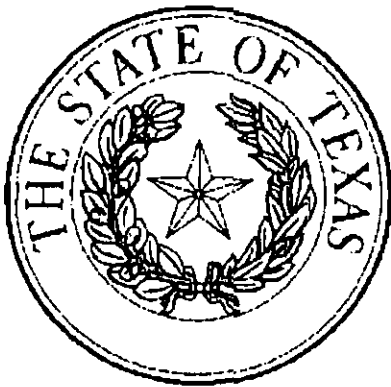
Converting it to

SPARK ENERGY, LLC  
File Number: 801995537

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 05/21/2014

Effective: 05/21/2014



*NANDITA BERRY*

Nandita Berry  
Secretary of State

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

From: (832) 320-2928  
EDWIN DEARMAN  
SPARK ENERGY  
2105 CITYWEST BLVD  
STE 100  
HOUSTON, TX 77042

Origin ID: NQIA



J1422140E23031v

Ship Date: 10NOV14  
ActWgt: 0.5 LB  
CAD: 102364518/WSX12600

Delivery Address Bar Code



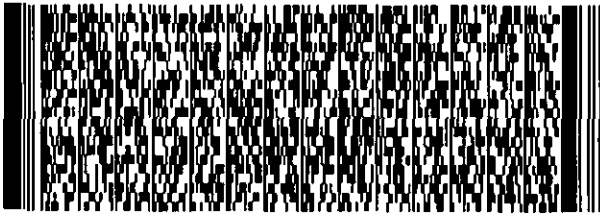
Ref # Spark Energy, LLC  
Invoice #  
PO #  
Dept #

SHIP TO: 18006927380  
MS. ROSEMARY CHIAVETTA  
PENNSYLVANIA PUBLIC UTILITY COMMISS  
400 NORTH STREET  
HARRISBURG, PA 17120

TUE - 11 NOV 10:30A  
PRIORITY OVERNIGHT  
ASR  
17120  
PA-US  
MDT

TRK# 7718 0636 6552  
0201

XH MDTA



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PA. PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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CONDITIONS OF CONTRACT Definitions On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries, affiliates and franchisees 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 envelope that is inserted by an air carrier, including any such items tendered to us on our own automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill Agreement To Terms. By processing and giving us your shipment, you agree, regardless of whether you sign the front of this Air Waybill, for yourself and on behalf of any other person having an interest in this shipment, to all terms on this NON-NEGOTIABLE Air Waybill, and as appropriate, 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. We may mark this Air Waybill with an employee number as 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 process shipments to locations outside the country where your shipment originates, you must enter, to print in lieu of a manual signature on the Air Waybill, the name of the person completing the Air Waybill for all such shipments tendered to FedEx by you using this application. You further acknowledge that such 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. You warrant that each article in each shipment is properly described on this Air Waybill and any export documents, is acceptable for transport by FedEx, and that the shipment is properly packed, addressed and packed to ensure safe transportation with ordinary care in handling. You are responsible for all charges, including transportation charges and duties assessments, including fees related to our payment of the same, governmental penalties and fines, taxes and FedEx's liability costs related to your shipment. Air Carriage Notice: IF THE CARRIAGE OF YOUR SHIPMENT BY AIR INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION MAY BE APPLICABLE, WHICH TREATY WOULD THEN GOVERN AND IN MOST CASES LIMIT FEDEX'S LIABILITY FOR LOSS, DELAY OF, SHORTAGE, MISDELIVERY, NONDELIVERY MISINFORMATION, DAMAGE OR FAILURE TO PROVIDE INFORMATION IN CONNECTION WITH YOUR SHIPMENT. 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Limitation of Liability: If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, or other governmental regulations, orders or requirements, FedEx's maximum liability for loss, damage, delay, shortage, misdelivery, non-delivery, misinformation or the failure to provide information in connection with your shipment is limited by this Air Waybill to the greater of the amount of U.S. \$100 or U.S. \$9.07 per pound (U.S. \$20.18 per kilo) or equivalent local currency for the country of origin) whichever is greater (or in Canada, the amount of actual damages or CAD\$100 per shipment, whichever is less). If you declare a higher value you must pay an additional charge for each additional U.S. \$100 or the equivalent in 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 U.S. \$100 (or equivalent local currency) for the country of origin) or in Canada CAN \$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 Limits: The highest declared value FedEx allows for a FedEx Letter® envelope and FedEx Pak shipment is US\$100 or US\$9.07 per pound (US\$20.18 per kilo) for 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\$100. For other shipments, in particular shipments of extraordinary value, including, but not limited to jewelry, artwork, 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 of Carriage 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 to FedEx Unattended service please reference the applicable Service Guide. Liability Not Limited In Any Event: THE LIMIT OF LIABILITY CONTAINED ON THIS AIR WAYBILL, OR THE APPLICABLE SERVICE GUIDE, TRANSPORTATION AGREEMENT, STANDARD CONDITIONS, TARIFF OR CONTRACT OF CARRIAGE, FEDEX LETTER OR CONTRACT OF CARRIAGE, FEDEX PAK, DOES NOT LIMIT FEDEX'S LIABILITY FOR LOSS, DAMAGE, DELAY OF, SHORTAGE, MISDELIVERY, NONDELIVERY MISINFORMATION, DAMAGE OR FAILURE TO PROVIDE INFORMATION IN CONNECTION WITH YOUR SHIPMENT. IN EXCESS OF THE DECLARED VALUE (OR CARRIAGE) (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) FedEx will be liable for your acts or omissions, including but not limited to, incorrect declaration of cargo, improper or insufficient packing, 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 will be liable if you or the recipient violate any of the terms of our Agreement. FedEx will be liable for loss, damage, delay, shortage, misdelivery, non-delivery, misinformation or failure to provide information (i) in connection with shipments of cash, currency, or other prohibited items, or (ii) caused by events FedEx cannot control, 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 warranty, express or implied, Claims for Loss, Damage or Delay: ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS SPECIFICALLY APPLICABLE TO THE SERVICE, SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides that claims for damage must be received within 14 days from the date of receipt and within ninety days from the date of delivery. FedEx may have extended the claim period in certain countries and FedEx's policies may differ from country to country. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in some instances. Local authorities may require additional documentation confirming FedEx's shipment. 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 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 charges, including transportation charges, and all duties, customs assessments, governmental penalties and fines, taxes, and FedEx's lawyer's fees and legal costs, related to our 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 for you at your expense. However, FedEx is not obligated to do so. If a substitute form of air waybill is needed to complete delivery of your shipment and FedEx is completely that document, the terms of this Agreement will continue to govern. 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 (including, but not limited to, coins (except collectible) or negotiable instruments equivalent to cash such as endorsed checks and bonds) FedEx excludes all liability for shipments of such items accepted by mistake. Other items may be accepted for carriage only on limited destinations or under restricted conditions. FedEx reserves the right to reject packages based upon these limitations or for reasons of health or safety. Service Guide, contract of carriage, tariff, Standard Conditions of Carriage, or applicable law, may require additional documentation for specific details. Export Control: You authorize FedEx, and its independent contractors, as applicable, to act as forwarding agent for you for export and customs purposes. You further certify that all statements and information contained on all Air Waybills, SFDs and accompanying documentation relating to exportation are true and correct. 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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, 15 C.F.R. Part 764, Supp. 2, or the list of Special Designated Nationals as published by the Office of Foreign Assets Control of the U.S. Department of the Treasury and that you are neither a denied party or a specially designated national. Consult the laws of the origin country of your shipment for similar provisions. Mandatory Law: Insofar as 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 provision shall remain in effect as part of our agreement to the extent that it is not overridden. The invalidity of inapplicability of any provision shall not affect any other provision contained or referred to in the Air Waybill. 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