



April 30, 2015

VIA FIRST CLASS MAIL

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

RECEIVED

APR 30 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Docket No. A-2009-2145787, Spark Energy'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 ("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 April 29, 2015.

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
Senior Paralegal/Contract Administrator
Ph 610.666.8875 | Fax 610.666.8211
faith.daley@pjm.com

April 17, 2015

Via Email Only

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

RECEIVED

APR 30 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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 the PJM Reliability Assurance Agreement on November 28, 2006. Spark Energy, L.P. 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
Senior Paralegal/Contract Administrator

/fkd

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, 2004, 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: Philip S. Harris
Name: _____
Title: President
Spark Energy, L.P.
By: Michael D. Osowski
Name: _____
Title: Managing Director

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
SPARR ENERGY, LP

11/28/06

Issued By: Craig Glazer
Vice President, Government Policy
Issued On: March __, 2005

Effective: September 1, 2005

PJM - Member List - Windows Internet Explorer

http://www.pjm.com/about-pjm/member-services/member-list.aspx

File Edit View Favorites Tools Help

Convert Select

220 CHR Department of Pu... AEP Ohio - Register With AE... Arizona Corporation Comm... Board of Public Utilities California Public Utilities Co... Codes Display Text Connecticut State Council

Find: retail electricity Previous Next Options

		Supplier	
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	Not applicable	Other Supplier	Primary Member
Southern Indiana Gas and Electric Company d/b/a Vectren Power Supply Inc.	Not applicable	Other Supplier	Primary Member
Southern Maryland Electric Cooperative, Inc.	Not applicable	Electric Distributor	Primary Member
Spark Energy, L.P.	Not applicable	Other Supplier	Primary Member
Sperlan Energy Corp.	Not applicable	Other Supplier	Primary Member
Spring Energy RRH, LLC	Not applicable	Other Supplier	Primary Member
St. Joseph Energy Center, LLC	Not applicable	Generation Owner	Primary Member
Star Energy Partners LLC	Not applicable	Other Supplier	Primary Member
Starion Energy PA Inc.	Not applicable	Other Supplier	Primary Member
STATARB Investment, LLC	Not applicable	Other Supplier	Primary 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

PJM Member List Link: <http://www.pjm.com/about-pjm/member-services/member-list.aspx>

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

Origin ID: NQIA



Ship Date: 30APR15
ActWgt: 0.5 LB
CAD: 102384518/WSX12600

Delivery Address Bar Code



SHIP TO: 18006927380

JAMES J. McNULTY, Secretary
PENNSYLVANIA PUBLIC UTILITY COMMISS
400 NORTH STREET

HARRISBURG, PA 17120

Ref #
Invoice #
PO #
Dept #

TRK# 7805 8184 4108
0201

FRI - 01 MAY 10:30A
PRIORITY OVERNIGHT
ASR
17120
PA-US
MDT

XHMDTA

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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 0.7 cm. Please call your local office for further assistance if required.

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

CONCURRENCE OF CONTRACT Definitions On this Air Waybill, "we," "our," "us," and "FedEx" 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 envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us as 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 as agent for 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 and operation of the Warsaw Convention limits FedEx's liability to U.S. \$50.00 per pound (11.320 kg 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: Shipments transported partly or solely by road, be they an explicit agreement to do so or not, into or from a country which is a party to the Convention on the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision referred to or 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: It is not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulation, orders, or requirements. FedEx's maximum liability for loss, damage, delay, shortage, misadventure, nondelivery, misrouting 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. \$5.00 per pound (11.320 kg per kilogram or equivalent local currency for the country of origin) whichever is greater for in Canada, the amount of actual damages or CAD\$100 per shipment, whichever is less. If you declare a higher value for carriage 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 for 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\$20 per pound (US\$20 per kilogram or 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, antique 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 reference the applicable Service Guide, Tariff/Rate Not Applicable. IN ANY EVENT, SUBJECT TO THE SERVICE CONDITIONS ON THIS AIR WAYBILL, OR THE APPLICABLE SERVICE GUIDE, TRANSPORTATION AGREEMENT, STANDARD CONDITIONS, TARIFF OR CONTRACT OF CARRIAGE, FEDEX WILL BE LIABLE FOR ANY DAMAGES, WITHHOLDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EXCEPT THE PARTICULARLY STATED LOSS OF INCOME OR PROFITS OF THE SHIPPER OR LOSS OF BUSINESS OR PROFITS OF THE SHIPPER. FEDEX WILL NOT BE RESPONSIBLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS. FedEx will be liable for your actual damages, including but not limited to incorrect declaration of cargo, improper or insufficient packing, securing, marking or addressing of the shipment, or for the actual damages 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, misadventure, nondelivery, misrouting 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, pests of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotion, or acts of consumers 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 SET FORTH IN OUR APPLICABLE TARIFF, SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DELIVERY. The Warsaw Convention provides that written claims for damage must be received within 14 days from the date of receipt and within ninety days in the event of delay. FedEx has expanded the claims 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 nondelivery, misdelivery, misrouting or failure to provide information, we must receive notice of the claim within 90 days after we accept the shipment. The right to damages arising as regards 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 the above charges. If the recipient accepts the shipment without noting any damage on 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 at any time. Responsibility for Payment: Even if you give a different payment instruction, you will always be primarily responsible for all charges, including transportation charges, and possible malcharges, customs and duties assessments, including fees related to our payment of the same governmental penalties and fines, taxes, and FedEx's lawyer fees and legal costs, related to this shipment. You also will be responsible for any costs FedEx may incur in returning your shipments to you or warehousing them pending disposition. Customs Clearance: By 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 as the nominal consignee for the purpose of designating a customs broker to perform customs clearance. In some instances, local authorities may require additional documentation concerning 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 and export laws and government regulations of any country, to, from, through or over which your shipments may be carried. You agree to furnish us with 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 fees and legal costs, related to any shipment of either of the above. 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. This substitution form of air waybill is needed to complete delivery of your shipment and FedEx certifies 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, jewelry, 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 if limited destination or under special conditions. FedEx reserves the right to reject packages based upon these limitations on the grounds of safety or security. You may consult the applicable Service Guide, contract of carriage, tariff or Standard Conditions for specific details. Import 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, SLDs and accompanying documentation relating to exportation are true and correct. You further certify that all Commercial Invoice information submitted via AIR is true and correct. You expressly authorize FedEx and its independent contractors, as applicable, to forward all information of any nature regarding shipments to any and all governmental or regulatory agencies originating in the U.S., U.S.C. § 305, 22 U.S.C. § 401; U.S.C. § 1001; and 50 U.S.C. App. 2410, and for shipments originating in Canada, the Export and Import Permits Act, R.S.C. 1977, Consult the laws in the country of origin for similar restrictions. You acknowledge that shipments tendered by you from the United States using AWB will be sent to any entity listed on the Department of Commerce's Denied Parties List 50 C.F.R. Part 764, Subp. 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 to the extent that it is not overridden. The validity of unenforceability of any provision shall not affect any other provision contained or referred to in the Air Waybill. Unless otherwise indicated, the first carrier of this shipment is Federal Express Corporation, P.O. Box 727, Memphis, TN 38194 on the face of the Air Waybill. Unless otherwise indicated, the first carrier of this shipment is Federal Express Corporation, P.O. Box 727, Memphis, TN 38194