



April 13, 2016

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VIA FEDERAL EXPRESS

Pennsylvania Public Utility Commission
400 North Street
Keystone Building
Harrisburg, PA 17120
Attn: Commission Secretary

**RE: ENGIE RETAIL, LLC (F/K/A GDF SUEZ RETAIL ENERGY SOLUTIONS, LLC) D/B/A THINK ENERGY -
LICENSE NO. A-110531 – DOCKET M-~~2010-2157431~~**

2016 PROOF AS REGISTRATION WITH PJM AS LOAD-SERVING ENTITY (LSE)

In accordance with the above-referenced docket, all licensed EGS's that provide retail electric supply must annually provide proof of registration as a PJM load serving entity (LSE). Think Energy, as a licensed supplier in the State of Pennsylvania, hereby submits its proof of registration with PJM as a load serving entity (LSE).

If you have any questions or require any additional information, please contact me via email at marsha.griffin@na.engie.com.

Regards,

Marsha Griffin
Paralegal
1990 Post Oak Blvd., Suite 1900
Houston, Texas 77056
www.mythinkenergy.com

cc: VIA FEDERAL EXPRESS

Pennsylvania Public Utility Commission
400 North Street
Keystone Building
Harrisburg, PA 17120
Attn: Tony Rametta, Bureau of Technical Utility Services

LOAD SERVING ENTITY COMPLIANCE REQUIREMENT FORM

On an annual basis, EGSs providing retail electric supply service (i.e. take title to electricity) must file with the Commission this Load Serving Entity (LSE) Compliance Requirement Form. EGSs are directed to attach to this form documentation which provides the following:

- Proof of registration as a PJM LSE, or
- Proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

Examples of sufficient documentation to satisfy this compliance requirement include, but may not be limited to:

- A screen print showing that the EGS is listed as a Party to an effective version of the PJM Reliability Assurance Agreement (RAA), located at Schedule 17 of the RAA.
- Correspondence, such as an e-mail screen print or regular mail scan, from PJM verifying membership as an LSE.
- Documentation of an effective contract between the EGS and another party that serves as the LSE on behalf of the EGS. In such a case, the documentation must also include proof that the party fulfilling the LSE role is indeed registered with the PJM as an LSE

EGSs may mark all or portions of their filing confidential.

EGSs which do not provide retail electric supply service, such as brokers, must file an LSE Compliance Requirement Form with the appropriate box checked below. No attached documentation is necessary for EGSs whom operate in such a capacity.

SELECT ONLY ONE OF THE FOLLOWING

- EGS provides retail electric supply service and has attached compliance with the LSE requirement hereto.

Description of attachment (provide a brief description of the attachment below):

- 1) Schedule 12 PJM Member List to Amended & Restated Operating Agreement of PJM Interconnection, LLC reflecting ENGIE Retail, LLC (f/k/a GDF SUEZ Retail Energy Solutions, LLC) d/b/a Think Energy as member ("Think Energy");
- 2) Screen prints from PJM website re Member List reflecting Think Energy as member; and
- 3) Schedule 4 to Additional Member Agreement of PJM Operating Agreement.

- EGS does not provide retail electric supply service and therefore, is not presently obligated to provide such documentation.

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SECRETARY'S BUREAU

PJM Interconnection, L.L.C.
Rate Schedule FERC No. 24

**AMENDED AND RESTATED
OPERATING AGREEMENT
OF
PJM INTERCONNECTION, L.L.C.**

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SECRETARY'S BUREAU

**SCHEDULE 12 -
PJM MEMBER LIST**

A2A Energy International, LLC
Abest Power & Gas, LLC
AC Energy, LLC
Acciona Energy North America Corporation (AENAC)
Achieving Equilibrium LLC
Acorn Energy Trading, LLC
AEP Appalachian Transmission Company, Inc.
AEP Energy Partners, Inc.
AEP Energy, Inc.
AEP Indiana Michigan Transmission Company, Inc.
AEP Kentucky Transmission Company, Inc.
AEP Ohio Transmission Company, Inc.
AEP Retail Energy Partners, LLC
AEP West Virginia Transmission Company, Inc.
AES Beaver Valley LLC
AES Energy Storage, LLC
AES ES Holdings, LLC
Aesir Power, LLC
AES Laurel Mountain, LLC
A.F. Mensah Inc.
Agera Energy LLC
Aggressive Energy LLC
Agway Energy Services, LLC
Air Liquide Industrial US, LP
Air Products & Chemicals, Inc.
AK Steel Corporation
Alabama Power Company
Alegria Fund, LP
Algonquin Energy Services, Inc.
Allegheny Electric Cooperative, Inc.
Allegheny Energy Supply Company, LLC
ALLETE, Inc. d/b/a Minnesota Power
Alliant Energy Corporate Services, Inc.
Alliant Energy Resources, LLC
Alpaca Energy LLC
Alpha Gas and Electric, LLC
Alphataraxia Palladium, LLC
Ambit Northeast, LLC
American Illuminating Company, LLC
American Municipal Power, Inc.
American Power & Gas of Ohio, LLC
American Power & Gas of Pennsylvania, LLC
American Power & Gas of NJ, LLC

G&G Energy, Inc.
G&S Wantage Solar, LLC
Gallus Capital LLC
Galt Power, Inc.
Gateway Energy Services Corporation
GBE Energy Marketing Inc.
GDF SUEZ Energy Marketing NA, Inc.
GDF SUEZ Energy Resources NA, Inc.
GDF Suez Retail Energy Solutions, LLC
Gen IV Investment Opportunities, LLC
Genbright LLC
GenOn Energy Management, LLC
Gen Ops, LLC
Georgia Power Company
Gerdau Ameristeel Energy, Inc
Glacial Energy of New Jersey, Inc.
Golder Associates
Grain Belt Express Clean Line LLC
Grand Ridge Energy II LLC
Grand Ridge Energy III LLC
Grand Ridge Energy IV LLC
Grand Ridge Energy LLC
Grand Ridge Energy V LLC
Grand Ridge Energy Storage, LLC
Granger Energy of Honey Brook, LLC
Grays Ferry Cogeneration Partnership
Great American Power, LLC
Great Barrington Energy Fund LP
Great Bay Energy I, LLC
Great Bay Energy VII LLC
Great Bear Hydropower, Inc.
Great Falls Hydroelectric Company, Limited Partnership
GreenHat Energy, LLC
Greenlight Energy Inc.
Green Mountain Energy Company
Greene Energy, LLC
greNEWit, LLC
Greenpoint Trading Group, LLC
GRG ENERGY LLC
Gridforce Energy Management, LLC
GSG, LLC
GSG 6, LLC
Gulf Power Company
Guttman Energy, Inc.
Guzman Energy LLC
H.A. Wagner LLC



Home About PJM Member Services Member List

Member List

PJM Membership as of April 12, 2016

948 PJM Members

13 Ex Officio

Total = 961

Reset

Current Members		Pending Members	
Company	Parent Company	Sector	Member Type
<input type="text" value="Search"/>	<input type="text" value="Search"/>	All <input type="button" value="v"/>	All <input type="button" value="v"/>
AZA Energy International, LLC	Not applicable		Emergency Load Program
A.F. Mensah Inc.	Not applicable	Other Supplier	Voting
Abest Power & Gas, LLC	Not applicable	Other Supplier	Voting
AC Energy, LLC	Not applicable	Other Supplier	Voting
Acciona Energy North America Corporation	Not applicable	Generation Owner	Voting
Achieving Equilibrium LLC	Not applicable	Other Supplier	Voting
Acorn Energy Trading, LLC	Not applicable	Other Supplier	Voting
AEP Appalachian Transmission Company, Inc.	Appalachian Power Company	Transmission Owner	Affiliate
AEP Energy Partners, Inc.	Appalachian Power Company	Other Supplier	Affiliate
AEP Energy, Inc.	Appalachian Power Company	Other Supplier	Affiliate
AEP Indiana Michigan Transmission Company, Inc.	Appalachian Power Company	Transmission Owner	Affiliate
AEP Kentucky Transmission Company, Inc.	Appalachian Power Company	Transmission Owner	Affiliate
AEP Ohio Transmission Company, Inc.	Appalachian Power Company	Transmission Owner	Affiliate
AEP Retail Energy Partners, LLC	Appalachian Power Company	Other Supplier	Affiliate
AEP West Virginia Transmission Company, Inc.	Appalachian Power Company	Transmission Owner	Affiliate
AES Beaver Valley, LLC	Dayton Power & Light Company (The)	Generation Owner	Affiliate

Company	Parent Company	Sector	Member Type
<input type="text" value="Search"/>	<input type="text" value="Search"/>	All <input type="button" value="v"/>	All <input type="button" value="v"/>
Freepoint Commodities, LLC	Not applicable	Other Supplier	Voting
Frontier Utilities Northeast, LLC	Not applicable	Other Supplier	Voting
Future Power PA LLC	Commonwealth Chesapeake Company, LLC	Other Supplier	Affiliate
G&S Wantage Solar LLC	Not applicable	Generation Owner	Voting
Gallus Capital LLC	Not applicable	Other Supplier	Voting
Galt Power, Inc.	Not applicable	Other Supplier	Voting
Gateway Energy Services Corporation	Direct Energy Business, LLC	Other Supplier	Affiliate
GBE Energy Marketing Inc.	Not applicable	Other Supplier	Voting
GDF SUEZ Energy Marketing (IPA), Inc.	GDF SUEZ Energy Marketing NA, Inc.	Generation Owner	Affiliate
GDF SUEZ Energy Marketing NA, Inc.	Not applicable	Other Supplier	Voting
GDF SUEZ Energy Resources North America, Inc.	GDF SUEZ Energy Marketing NA, Inc.	Other Supplier	Affiliate
GDF Suez Retail Energy Solutions, LLC	GDF SUEZ Energy Marketing NA, Inc.	Other Supplier	Affiliate
Gen IV Investment Opportunities, LLC	West Deptford Energy, LLC	Other Supplier	Affiliate
Gen Ops, LLC	KeyTex Energy, LLC	Other Supplier	Affiliate
Genbright LLC	Not applicable	Other Supplier	Voting
GenOn Energy Management, LLC	NRG Power Marketing, LLC	Generation Owner	Affiliate
Gerdau Ameristeel Energy, Inc.	Not applicable	Other Supplier	Voting
Glacial Energy of New Jersey, Inc.	Not applicable	Other Supplier	Voting
Grain Belt Express Clean Line LLC	Rock Island Clean Line LLC	Other Supplier	Affiliate
Grand Ridge Energy II LLC	Invenergy, LLC	Generation Owner	Affiliate
Grand Ridge Energy III LLC	Invenergy, LLC	Generation Owner	Affiliate
Grand Ridge Energy IV, LLC	Invenergy, LLC	Generation Owner	Affiliate
Grand Ridge Energy Storage LLC	Invenergy, LLC	Generation Owner	Affiliate
Grand Ridge Energy V LLC	Invenergy, LLC	Generation Owner	Affiliate
Grand Ridge Energy, LLC	Invenergy, LLC	Generation Owner	Affiliate
Granger Energy of Honey Brook, LLC	Not applicable	Generation Owner	Voting

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 7/12/2011, is entered into among GDF Suez Retail Energy Solutions, LLC and the President of the LLC acting on behalf of its Members.

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

3. GDF Suez Retail Energy Solutions, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. GDF Suez Retail Energy Solutions, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Jason Austin, 1990 Post Oak, Suite 1900, Houston, TX 77056

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 GDF Suez Retail Energy Solutions, LLC as a Member of the LLC thereto, effective as of July 12, 2011, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, GDF Suez Retail Energy Solutions, 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

By: Jason Austin
Name: Jason Austin
Title: VP & General Counsel

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

Effective: May 1, 2004

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

GDF Suez Retail Energy Solutions, 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/agreements/pjm-agreements.aspx>.

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: GDF Suez Retail Energy Solutions, LLC

Signature: 

Name: Jason Austin

Title: VP & General Counsel Date: June 7, 2011

PJM Interconnection, L.L.C.

Signature: 

Name: Terry Boston

Title: President & CEO Date: July 12, 2011