

A-2010-2151038

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

**Verde Energy USA, Inc.**

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: *Thomas FitzGerald*

Name: **Thomas FitzGerald** Title: **Chief Executive Officer** Date: 1/14/10

PJM Interconnection, L.L.C.

Signature: *Terry Boston*

Name: TERRY BOSTON Title: PRESIDENT & CEO Date: 3/4/2010

RECEIVED

APR 29 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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

Second Revised Sheet No. 171  
Superseding Original Sheet No. 171

**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 ~~January 14, 2010~~ <sup>MARCH 4</sup> 2010, is entered into among Verde Energy USA, Inc. and the President of the LLC acting on behalf of its Members.

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

3. Verde Energy USA, Inc. agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. Verde Energy USA, Inc. hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

**Thomas FitzGerald  
101 Merritt 7 Third Floor  
Norwalk, CT 06851**

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 Verde Energy USA, Inc. as a Member of the LLC thereto, effective as of ~~January 14, 2010~~ <sup>MARCH 4,</sup> the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Verde Energy USA, Inc. 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

By: Thomas FitzGerald

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

Effective: May 1, 2004

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

Second Revised Sheet No. 171  
Superseding Original Sheet No. 171

Name: Thomas FitzGerald  
Title: CEO

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

Effective: May 1, 2004



Home About PJM Member Services Member List

## Member List

Below is a sortable list of PJM's Members. To locate a company, select the letter of the alphabet below or select 'All' to view all companies.

PJM Membership as of April 22, 2015

955 PJM Members  
 0 Ex-officio  
 Total = 955

Filter by Sector:

All

or by Type:

All

Reset List

A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R |  
 S | T | U | V | W | X | Y | Z | All

Company	Parent Company	Sector	Type
Valent Energy, LLC	Not applicable	Other Supplier	Primary Member
Valley Group, Inc., a Nexans Company	Not applicable		Associate Member
VCharge, Inc.	Not applicable	Other Supplier	Primary Member
Vel Energy, LP	Not applicable	Other Supplier	Primary Member
Velocity American Energy Master I, L.P.	Not applicable	Other Supplier	Primary Member
Verde Energy USA DC, LLC	Verde Energy USA, Inc.	Other Supplier	Affiliate
Verde Energy USA Illinois, LLC	Verde Energy USA, Inc.	Other Supplier	Affiliate
Verde Energy USA Maryland, LLC	Verde Energy USA, Inc.	Other Supplier	Affiliate
Verde Energy USA Ohio, LLC	Verde Energy USA, Inc.	Other Supplier	Affiliate
Verde Energy USA, Inc.	Not applicable	Other Supplier	Primary Member
Vineland Municipal Electric Utility	Not applicable	Electric Distributor	Primary Member



## Member List

PJM Membership as of April 29, 2016

954 PJM Members

13 Ex Officio

Total = 967

[Reset](#)

Current Members		Pending Members	
Company	Parent Company	Sector	Member Type
<input type="text" value="Verde"/>	<input type="text" value="Search"/>	<input type="text" value="All"/>	<input type="text" value="All"/>
Verde Energy USA DC, LLC	Verde Energy USA, Inc.	Other Supplier	Affiliate
Verde Energy USA Illinois, LLC	Verde Energy USA, Inc.	Other Supplier	Affiliate
Verde Energy USA Maryland, LLC	Verde Energy USA, Inc.	Other Supplier	Affiliate
Verde Energy USA Ohio, LLC	Verde Energy USA, Inc.	Other Supplier	Affiliate
Verde Energy USA, Inc.	Not applicable	Other Supplier	Voting

**Total: 967**



955 Jefferson Ave.  
Valley Forge Corporate Center  
Norristown, PA 19403-2497

Dear New Member:

Welcome to PJM Interconnection (PJM). The executed company agreements between your company and PJM are enclosed. For a complete overview of what PJM offers please visit our Web site at [www.pjm.com](http://www.pjm.com) and contact your client managers for any further questions. You can also contact our Customer Service Center at 610-666-8980 or toll free at 866-400-8980.

If you have any additional questions about the enclosed documents please let me know.

Sincerely,

Tracy Miehke  
610.666.8984 – Phone  
[miehl@pjm.com](mailto:miehl@pjm.com) – Email

RECEIVED

APR 29 2016

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

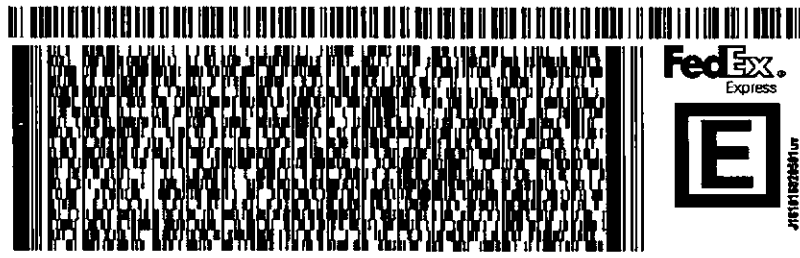
ORIGIN ID: YAKA (203) 663-5709  
ANN MARIE TOSS  
THOMAS FITZGERALD  
101 MERRITT 7 SECOND FLOOR  
NORWALK, CT 06851  
UNITED STATES US

SHIP DATE: 29APR16  
ACTWGT: 0.50 LB  
CAD: 101450229/INET3730  
BILL SENDER

TO ROSEMARY CHIAVETTA  
PENNSYLVANIA PUBLIC UTILITY COMMISS  
400 NORTH ST- KEYSTONE BUILDING  
- 2ND FL. ROOM N201  
HARRISBURG PA 17120

540J11042727F

(717) 772-7777 REF. BOND RIDER  
INV. PO DEPT

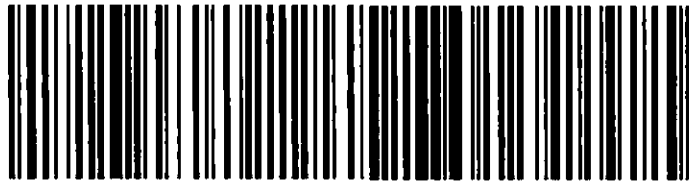


MON - 02 MAY 3:00P  
STANDARD OVERNIGHT

TRK# 7762 3275 2950  
0201

SH MDTA

17120  
PA-US MDT



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