

April 19, 2017

Pennsylvania Public Utility Commission Attn: Secretary's Bureau Commonwealth Keystone Building 2nd Floor, Room N-201 PO Box 3265 Harrisburg, PA 17105-3265

VIA FEDERAL EXPRESS

Re: Load Serving Entity Compliance, Docket M-2010-2157431

Dear Secretary,

Please see the enclosed proof of registration as a PJM Load Serving Entity on behalf of RPA Energy, Inc. Enclosed are copies of the original membership signature pages as well as a copy of the PJM Member list, current as of April 19, 2017.

Please contact the undersigned with any questions or concerns regarding this submission.

Respectfully Submitted,

lia S. Suger Kira S. Bryers

Customized Energy Solutions Phone: 267-238-4785 Email: kbryers@ces-ltd.com

On behalf of RPA Energy, Inc.

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

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RECEIVED

PJM - Member List

Maintenance to be conducted Thursday, April 20



Home About PJM Member Services Member List

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Member List

PJM Membership as of April 19, 2017

990 PJM Members 0 Ex Officio Total = 990

				Reset
Current Members		Pending Members		
Company	Parent Company	Sector	Member Type	
RPA Energy	Search	All	• All	•
RPA Energy, Inc.	Not applicable	Other Supplier	Voting Member	

Total: 990

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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	2/14/1	6	_, is
entere	d into among RPA Energy Inc. and the President of the LLC acting on behalf of its I	Members.		

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

3. <u>**RPA Energy Inc.</u>** agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.</u>

4. <u>**RPA Energy Inc.</u>** hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:</u>

> Brian Trombino 111 John Street, Suite 520, New York, NY 10038 USA

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 <u>RPA Energy Inc.</u> as a Member of the LLC thereto, effective as of **February** [9], **3016**, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF. <u>RPA Energy Inc.</u> and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC	a second to control
By: Curry Concert	on participation of
Name: ERIA 2 SOMRANT	0.0
Title:	
By:	
Name: Brian Trombino	
Title: President	

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