

EnerPenn USA, LLC

April 29, 2020

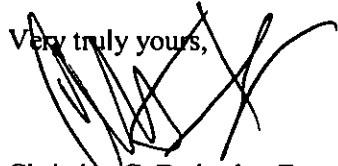
Secretary of the Commission
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105

RE: *Docket No. ~~M-2010-215743T~~: Load Serving Entity Compliance Requirement
Form of EnerPenn USA, LLC, license no. A-2011-2248532.*

Dear Sir or Madam,

Please accept for EnerPenn USA, LLC's ("EnerPenn") Proof of Registration as a PJM LSE.
Thank you for your attention to this matter.

Very truly yours,



Christian C. Bedortha, Esq.
Assistant General Counsel
EnerPenn USA, LLC

Enclosures

DATE OF DEPOSIT

APR 29 2021

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**



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

June 24, 2011

Mr. Kevin Boudreaux
EnerPenn USA, LLC
7660 Woodway Dr., Suite 471A
Houston, TX 77063

Dear Mr. Boudreaux,

Welcome to PJMI

As promised, enclosed are the signed membership agreements for your records. To ensure your needs are met, PJM has assigned Client Manager Don Williams, as your primary point of contact. He can be contacted at willid@pjm.com or 610-666-4644. You may also contact our Customer Service Center at 866-400-8980 should you have any questions as well.

Thank you,

A handwritten signature in cursive script that reads "Leslie Yeager".

Leslie Yeager
PJM Interconnection

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 6/24/2011, is entered into among EnerPenn USA, LLC and the President of the LLC acting on behalf of its Members.
2. EnerPenn USA, 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 EnerPenn USA, LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. EnerPenn USA, LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. EnerPenn USA, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. EnerPenn USA, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Kevin Boudreaux, 7660 Woodway Drive, Ste. 471A, Houston, TX 77063
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 EnerPenn USA, LLC as a Member of the LLC thereto, effective as of June 24, 2011, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, EnerPenn USA, LLC and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

DATE OF DEPOSIT

Members of the LLC

By: Terry Boston
Name: Terry Boston
Title: President

APR 29 2021

PA-PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

By: Kevin Boudreaux
Name: Kevin Boudreaux
Title: VP, Market Development

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

EnerPenn USA, 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:

Signature: 

Name: Kevin Boudreaux

Title: VP, Market Development

Date: 6/10/11

PJM Interconnection, L.L.C.

Signature: 

Name: Terry Boston

Title: President & CEO

Date: 6/24/2011