



5251 Westheimer Road, Suite 1000,
Houston, Texas 77056

April 28, 2025

DATE OF DEPOSIT

VIA COURIER MAIL

APR 29 2025

PA Public Utility Commission
Secretary's Bureau

Pennsylvania Public Utility Commission
Secretary's Bureau
Commonwealth Keystone Building,
2nd Floor – Rm. N-201
400 North Street
Harrisburg, PA 17120

M-2025-3053297

Re: Load Serving Entity Compliance for 2025 Docket # A-110117 - Just Energy Solutions Inc.

Dear Sir or Madam:

Transmitted herewith on behalf of Just Energy Solutions Inc. is the company's Load Serving Entity Compliance report for 2025.

Should you have any questions or need additional information, please contact me by telephone at 713-297-4518 or via electronic mail Regulatory_Administration@justenergy.com.

Respectfully submitted,

Sunil Kumar T
Lead Analyst - Regulatory Administration



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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, are not required to file an LSE Compliance Requirement Form.

The 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):

- a. Intercompany agreement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

INTERCOMPANY ISO AND COMMODITY SERVICES AGREEMENT

This Intercompany ISO and Commodity Services Agreement ("Agreement") is between Just Energy Limited ("JEL"), a Delaware corporation, and the load serving entities listed on Schedule A ("LSE"). The Effective Date for each entity is listed on Schedule A.

1. Background and Affiliate Relationship

1.1 JEL and LSE are affiliates of Just Energy Group Inc. ("JEGI"), a corporation formed under the laws of Canada.

1.2 JEL is in the business of wholesale sales of electric energy, Capacity and Ancillary Services. All purchases by LSE are intended for resale and LSE is not intended to consume any of its purchased commodity.

1.3 LSE provides retail customers with electricity supply and requires administrative services such as scheduling, settlement and bid/offer submission.

1.5 To further the JEGI group of companies' objectives in a manner consistent with the group's procedures, systems, and direction of growth, JEL agrees to provide certain services to the LSEs according to the terms of this Agreement.

1.6 In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the Parties, the Parties agree as follows:

2. Interpretation

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2.1 The following schedules are incorporated to this Agreement by:

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Schedule A: LSEs
Schedule B: Definitions
Schedule C: Services

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2.2 If a provision of a Schedule conflicts with a provision of this Agreement, the provision in the Schedule will prevail.

2.3 Unless otherwise specified, all capitalized terms will have those meanings as defined in Schedule B.

2.4 All accounting terms not expressly defined in this Agreement will be construed in accordance with International Financing Reporting Standards ("IFRS"), except where the context otherwise requires.

2.5 The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." No listing of any specific instances, items or matters in any way limits the scope of the generality of any language in this Agreement. Any reference herein to an agreement or statute will, unless the context otherwise requires, mean and refer to such agreement or statute as modified, amended, restated or supplemented from time to time and, in the case of an agreement, in

accordance with the provisions thereof, if applicable, and, in the case of a statute, any statute substantially replacing the same.

2.6 This Agreement will in all respects be governed by and construed in accordance with the laws of Delaware. There will be no application of any conflict of laws rules which would result in the laws of any other jurisdiction applying to this Agreement or the construction or interpretation.

3. Term

3.1 This Agreement begins as of the Effective Date and remains in effect until terminated by any party.

3.2 Any party may terminate this Agreement with thirty (30) days' written notice.

4. Services

4.1 Subject to availability and resources, JEL will provide LSE with the Services as agreed to from time to time, whether or not agreed to in writing under this Agreement.

4.2 JEL and LSE agree that the Services identified at Schedule C may change from time to time. JEL and LSE agree that written notice of such changes by either party need be provided only if such change would materially affect the financial results of either party.

4.3 In addition to the Services identified at Schedule C, JEL may from time to time, also request that JEL provide additional services related to it. Such additional services may or may not be provided by JEL and may or may not be rendered subject to separate agreements. Unless governed by a separate agreement, JEL may reasonably charge LSE for all such additional services provided under this Agreement, at which time such additional services become subject to the terms of this Agreement.

4.4 JEL will use commercially reasonable efforts to perform or cause to be performed the Services with not less than the degree of care, skill and diligence with which a reasonably prudent Person having responsibility for services similar to the Services would exercise in comparable circumstances when providing Services. JEL will ensure that the Services performed on LSE's behalf will comply with all Applicable Law.

4.5 It is acknowledged that JEL may delegate specific aspects of its obligations under this Agreement to any other Person provided that: (a) JEL will supervise such delegated obligations; and (b) such delegation will not relieve JEL of any of its obligations pursuant to this Agreement.

5. Fees and Expenses

5.1 LSE will be charged fees ("Fees") for the Services in an amount agreed to by the parties. Fees will be modified and adjusted by mutual agreement where necessary or appropriate to reflect fairly and equitably the time and value of services provided by JEL. Fees will be representative of an arm's length arrangement.

5.2 Within 10 days of the beginning of each month, JEL will determine and advise LSE of all charges and Reasonable Expenses incurred by JEL from the ISOs and/or suppliers with respect to the preceding month with an invoice and LSE will reimburse JEL for all charges and Reasonable Expenses incurred within

two (2) days of receipt of the invoice.

6. Taxes

6.1 Each Party shall be responsible for its taxes on its income under this Agreement levied under the respective Law governing taxation of income.

6.2 Delivery Point/Reimbursement. JEL will pay, or cause to be paid, all taxes imposed by any government authority on or with respect to the product sold hereunder arising prior to transfer from JEL to LSE ("Delivery Point"). LSE will pay, or cause to be paid, all taxes on or with respect to the product sold hereunder at and from the Delivery Point (other than ad valorem, franchise or income taxes which are related to the sale of the product sold hereunder and are, therefore, the responsibility of JEL). In the event JEL is required by law or regulation to remit or pay taxes which are LSE's responsibility hereunder, LSE will promptly reimburse JEL for such taxes. If LSE is required by law or regulation to remit or pay Taxes which are JEL's responsibility hereunder, LSE may deduct the amount of any such taxes from the sums due to JEL under this Agreement. Nothing will obligate or cause a party to pay or be liable to pay any taxes for which it is exempt under the law.

6.3 Each party shall do all acts, execute all documents and provide all information reasonably required by the other party to enable other party to comply with local tax laws and to recover all or any tax benefit or incentive to which the other party is entitled or recover any withholding tax paid.

7. Representations and Warranties

7.1 Each party represents and warrants as follows and acknowledges that each is relying upon such representations and warranties in connection with the transactions contemplated under this Agreement:

- (i) it is validly subsisting under the laws of its jurisdiction of incorporation or formation;
- (ii) it is duly registered to carry on business in each jurisdiction where the failure to be so registered could reasonably be expected to have a material adverse effect on its business, properties or condition (financial or otherwise) or its ability to consummate the transactions contemplated under this Agreement;
- (iii) it has all requisite power and authority to conduct its business as is presently being conducted and to execute, deliver and perform this Agreement;
- (iv) the execution, delivery and performance by it of this Agreement have been duly authorized by all necessary corporate or other action and do not require the consent or approval of any other Person;
- (v) this Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, arrangement, moratorium or other laws affecting the enforcement of creditors' rights generally;
- (vi) the execution and delivery by it of this Agreement and the performance by it of its

obligations hereunder do not require any Authorizations under any Applicable Law and are not inconsistent with and do not contravene any provision of or constitute a default under (i) its incorporation documents or by-laws, as applicable; (ii) any judgment, injunction, decree or order applicable to it or any of its properties; (iii) any Applicable Law or Authorizations applicable to it or any of its properties; or (iv) any indenture, mortgage, contract or other instrument to which it is a party or by which it or its property may be bound or affected; and

- (vii) there is no action, suit, investigation or proceeding pending (or, to its knowledge, threatened) against it before any governmental authority which, individually or in the aggregate, if determined adversely to its interests, could reasonably be expected to adversely affect the consummation of the transactions contemplated hereby or the performance by it of its obligations hereunder, nor is it in default with respect to any order of any governmental authority which default could reasonably be expected to adversely affect the consummation of the transactions contemplated hereby or the performance by it of its obligations under this Agreement.

7.2 The representations and warranties of the parties will survive and will continue in full force and effect during the term of this Agreement.

8. Additional Covenants

8.1 Each party agrees it will:

- (i) do and execute all such things and documents as may be necessary or advisable in connection with the implementation of the transactions contemplated by this Agreement;
- (ii) use reasonable efforts to take all such actions as may be necessary or desirable in order to obtain any Authorizations which may be required in connection with the consummation of the transactions contemplated by this Agreement; and
- (iii) with reasonable promptness notify other party of the occurrence of any fact or event which may reasonably be expected to hinder or prevent the consummation of the transactions contemplated under this Agreement provided that nothing contained in this paragraph will obligate a party to do or execute any such thing or document which would require it to assume any greater obligations or forego any benefit to which it may be entitled under this Agreement.

9. Relationship between Parties

9.1 Nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship between JEL and LSE.

10. General and Miscellaneous

10.1 Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be effectively given if delivered by courier to the relevant party at the address and contact details as listed in Schedule A or to such other address or in case of such other Persons as a party may from time to time advise to each other party by notice in writing.

10.2 No failure on the part of any party in exercising any right or remedy will operate as a waiver, nor will any single or partial exercise of any such right or remedy preclude any further or other exercise, and no failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, will constitute a waiver by such first mentioned party of its rights.

10.3 No waiver of any provision of this Agreement will be effective otherwise than by an instrument in writing dated subsequent to the Effective Date executed by the party entitled to give such waiver or its duly authorized representatives.

10.4 No party's consent to, or waiver of, any breach or default by another party in the performance of such other party's obligations will be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same or any other obligations of such other party.

10.5 No variation or amendment of any provision of this Agreement will be effective otherwise than by an instrument in writing dated subsequent to the Effective Date executed by both parties, or their duly authorized representatives.

10.6 All of the terms and provisions of this Agreement will be binding upon the parties and their respective successors and will ensure to the benefit of and be enforceable by the parties and their respective successors.

10.7 JEL and LSE agree to take such action as may be necessary to cause any successor entity (by way of amalgamation, combination, arrangement, acquisition or the sale of all or substantially all of the assets thereof or otherwise) to assume their respective obligations pursuant to this Agreement.

10.8 The rights available to the parties under this Agreement and at law will be deemed to be several and not dependent on each other and each such right accordingly will be construed as complete in itself and not by reference to any other such right. Any one or more and/or any combination of such rights may be exercised by a party from time to time and no such exercise will exhaust the rights or preclude another party from exercising any one or more of such rights or combination thereof from time to time thereafter or simultaneously.

10.9 All invoices provided under this Agreement will be expressed in United States Dollar unless otherwise agreed by the parties in writing.

10.10 The parties each irrevocably submit to the exclusive jurisdiction of the courts of Delaware for all actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated under this Agreement; waive and agree not to plead or claim that any action, suit or proceeding brought in the courts of Delaware has been brought in an inconvenient forum; and waive any right they may have to, or to apply for, trial by jury in connection with any matter arising out of or in

connection with this Agreement or the transactions contemplated under this Agreement.

10.11 If any provision of this Agreement or portion of this Agreement will, to any extent, be invalid or unenforceable in any jurisdiction, the remainder of this Agreement or the application of such provision or portion of the Agreement to any other Person or circumstances or in any other jurisdiction will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

10.12 This Agreement is not intended to and does not create any rights in favor of any Person other than the parties to this Agreement that hold such rights for their own behalf and they have not indicated and will not indicate to the contrary to any Person.

10.13 This Agreement may be executed in several identical counterparts, each of which when so executed, will be deemed to be an original and such counterparts together will constitute one and the same instrument and, notwithstanding the date of execution, will be deemed to bear date as of the date written as of the Effective Date. Delivery of a facsimile transmission or electronic scanned copy of an originally signed copy of this Agreement will be deemed to be equivalent to the delivery of an original.

The parties have executed this Agreement as of Effective Date.

- Signatures on following page -

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Agreed:

Just Energy Pennsylvania Corp.

Fulcrum Retail Energy LLC dba Amigo Energy

Just Energy Limited

Just Energy Texas, LP by and through its general partner Just Energy, LLC by its sole member and sole manager, Just Energy Texas I Corp.

Just Energy New York Corp.

Just Energy Solutions Inc.

Just Energy Pennsylvania Corp.

Tara Energy LLC

By: 



Name: Amir Andani

Title: Chief Risk Officer

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SCHEDULE A
LSEs

<u>LSE</u>	<u>Notice Address</u>	<u>Effective Date</u>	<u>LSE ISO Designated Regions of Operation Covered Under this Agreement</u>
Just Energy Texas LP	5251 Westheimer Rd. Ste. 1000 Houston, TX 77056	10-Nov-2022	ERCOT
Fulcrum Retail Energy LLC dba Amigo Energy	5251 Westheimer Rd. Ste. 1000 Houston, TX 77056	10-Nov-2022	ERCOT
Tara Energy LLC	5251 Westheimer Rd. Ste. 1000 Houston, TX 77056	10-Nov-2022	ERCOT
Hudson Energy Services LLC	5251 Westheimer Rd. Ste. 1000 Houston, TX 77056	10-Nov-2022 ERCOT 1-Mar-2023 NYISO 11-Jan-2023 ISO-NE 1-Jul-2023 MISO 1-Jul-2023 PJM	ERCOT, NYISO, ISO-NE, MISO, PJM
Just Energy New York Corp.	5251 Westheimer Rd. Ste. 1000 Houston, TX 77056	1-Mar-2023	NYISO
Just Energy Solutions Inc.	5251 Westheimer Rd. Ste. 1000 Houston, TX 77056	1-Jul-2023	PJM
Just Energy Pennsylvania Corp.	5251 Westheimer Rd. Ste. 1000 Houston, TX 77056	1-Jul-2023	PJM

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SCHEDULE B DEFINITIONS

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(a) "Affiliate" of any Person means any other Person who directly or indirectly controls, or is controlled by, or is under common control with, such Person and for these purposes:

(i) a body corporate is controlled by a Person if (i) securities of the body corporate to which are attached more than fifty (50%) percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the Person, and (ii) the votes attached to those securities are sufficient to elect a majority of the directors of the body corporate;

an association, partnership or other organization is controlled by a Person if (i) more than fifty (50%) percent of the ownership interests, however designated, into which the association, partnership or other organization is divided are beneficially owned by the Person, and (ii) the Person is able to direct the business and affairs of the association, partnership or other organization;

(ii) a body corporate, association, partnership or other organization is controlled by a Person if the Person has, directly or indirectly, control in fact of the body corporate, association, partnership or other organization; and

(iii) a body corporate, association, partnership or other organization that controls another body corporate, association, partnership or other organization is deemed to control any body corporate, association, partnership or other organization that is controlled or deemed to be controlled by the other body corporate, association, partnership or other organization;

and "control" and "controlling" have correlative meanings.

(b) "Ancillary Services" means all services required of a LSE by an ISO or any other governmental or quasi-governmental agency with jurisdiction over LSE operating in the designated regions or otherwise allocated by an ISO or any other governmental or quasi-governmental agency with jurisdiction to a scheduling agent with respect to such scheduling agent's scheduled load to effectuate the delivery of Energy, including, without limitation: Capacity support services, energy imbalance services, pool operation services, scheduling services, system control services, reactive power services, voltage control services, operating reserve services (including spinning, non-spin, black start or other).

(c) "Applicable Law" means all applicable legislation, regulations, rules, codes, common law and the like, such phrase to be interpreted as broadly as possible.

(d) "Authorizations" means all authorizations, consents, waivers, exceptions, permits, entitlements, licenses, orders, decrees, approvals, exemptions, certifications, development permits, authorities to construct, licenses or permits to operate, environmental approvals and other authorizations from, and all registrations, filings or declarations with or notices to, any governmental authority that relate to or concern in any way or are required for the operation of business, whether now existing or later

created.

- (e) "Business Day" means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Houston in the state of Texas, for the transaction of banking business.
- (f) "Capacity" means a reliability product required to be purchased by LSEs operating within a designated region, designated as either Installed Capacity (ICAP), Unforced Capacity (UCAP), or a similar energy capacity product, in any such case, by the respective ISO.
- (g) "Effective Date" has the meaning given to it in the first paragraph of the Agreement.
- (h) "Fees" means the amounts identified herein or as otherwise agreed between JEL and LSE.
- (i) "IRFS" means International Financing Reporting Standard.
- (j) "JEL" means Just Energy Limited, a corporation incorporated under the laws of Delaware.
- (k) "JEGI" means Just Energy Group Inc., a corporation incorporated under the laws of Canada.
- (l) "Person" is to be broadly interpreted and will include an individual, a corporation, a limited liability company, an unlimited liability company, a partnership, a trust, an incorporated organization, a joint venture, the government of a country or any political subdivision of a country, or an agency or department of any such government, any other governmental authority and the executors, administrators or other legal representatives of an individual in such capacity.
- (m) "Reasonable Expenses" has the meaning given to it in Section 5 of the Agreement.
- (n) "Services" means those services set out in Schedule C.

SCHEDULE C
SERVICES

- JEL will register with the various independent systems operator or regional transmission organizations where the LSEs operate ("ISO").

ISO	JEL Title/Obligations by ISO
PJM Interconnection LLC ("PJM")	Market Participant
New York Independent System Operator ("NYISO")	Market Participant
ISO New England Inc. ("ISO- NE")	Market Participant
Midcontinent Independent System Operator ("MISO")	Market Participant
Electric Reliability Council of Texas ("ERCOT")	Market Participant, Qualified Scheduling Entity, Counter-Party, and Congestion Revenue Rights Account Holder

- JEL will contract with third parties to procure supply to serve the retail customers of the LSEs.
- JEL will provide administrative services such as scheduling, settlement, and bid/offer submission.
- JEL will schedule and arrange for delivery of all Capacity required by the ISO for the delivery of scheduled energy by entering LSE's Capacity requirements into the applicable ISO's regular and deficiency auctions as directed by its forecasts.
- JEL will procure all Ancillary Services and spot or balancing energy required by the ISOs to schedule and arrange for delivery of energy to LSE's customers. JEL may, in its sole discretion, procure Ancillary Services from parties other than the ISO, procure Capacity in markets other than the markets detailed herein so long as such Capacity is needed to render complete and compliant services to the LSE, and is accorded full responsibility to forecast, communicate, and procure in the day ahead markets, real time markets, and future transmission rights markets as meeting the obligations of this Agreement requires.
- JEL will forecast loads on behalf of the LSE, maintain this information in the forms required by the ISOs, ensure accuracy of the data and information systems the forecasts are based on, and timely communicate these to the ISO, including any requested adjustments required by the ISO.
- JEL will engage in renewable portfolio standard ("RPS") auctions at the ISO level.

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PA Public Utility Commission
Secretary's Bureau

ORIGIN ID: HOUA (713) 544-8166
MIRANDA TREVINO
JUST ENERGY
5251 WESTHEIMER RD SUITE 1000

SHIP DATE: 29APR25
ACTWGT: 0.50 LB
CAD: 112925036/AWSXI3600

HOUSTON, TX 77056
UNITED STATES US

BILL SENDER

TO **COMMONWEALTH KEYSTONE BUILDING -PUC**
SECRETARY, BUREAU
400 NORTH STREET
2ND FLOOR RM N-201
HARRISBURG PA 17120

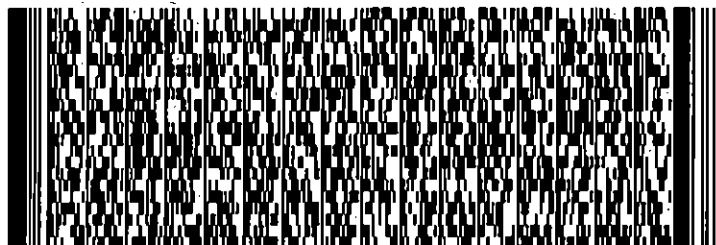
58C.L2HACC/0604

(713) 544-8166

REF:

INV:
PO:

DEPT: REGULATORY



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SECRETARY'S BUREAU

WED - 30 APR 10:30A
PRIORITY OVERNIGHT

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PA-US MDT

