

**Attachment C – Financial Qualifications**

**Plymouth Rock Energy, LLC**

Plymouth will meet its financial obligations by satisfying 451.320(a) section 3. Proof of Plymouth's membership with PJM and documentation to support that it procures 100% of its physical electric energy from PJM for delivery are included in this attachment.



PJM Interconnection  
Valley Forge Corporate Center  
955 Jefferson Avenue  
Norristown, PA 19403-2497

Audrey D. Williams  
Paralegal, Contract Administrator  
610.666.4651 | fax 610.666.8211  
willia@pjm.com

January 9, 2012

**VIA EMAIL**

Mr. Adam Sokol  
Plymouth Rock Energy, LLC  
1074 Broadway  
Woodmere, NY 11598

Dear Mr. Sokol,

Plymouth Rock Energy, LLC became a PJM Member on March 4, 2011, and is known on the PJM system by its short name of "PLYMRE", Org. ID 17,961.

Plymouth Rock Energy, LLC signed the PJM Reliability Assurance Agreement on June 29, 2010.

Should you require anything further, please advise.

Sincerely,

A handwritten signature in black ink that reads "Audrey".

Audrey D. Williams  
Paralegal / Contract Administrator

**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 March 4, 2011, is entered into among Plymouth and the President of the LLC acting on behalf of its Members. Rock Energy, LLC ("Plymouth")

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

3. Plymouth agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. Plymouth hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

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 Plymouth as a Member of the LLC thereto, effective as of March 4, 2011, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Plymouth 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

Plymouth Lock Energy, LLC

By: Adar So Kol

Name: Adar So Kol

Title: V.P.

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

Plymouth Rock Energy, 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/downloads/agreements/oa.pdf>.

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.

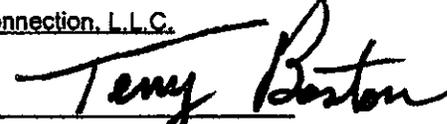
The Applicant recognizes that it shall become a member of PJM effective as of the date that the Applicant receives the supplement to the Operating Agreement in the form prescribed in Schedule 4 of the Operating Agreement signed by the Applicant and countersigned by the President of PJM pursuant to section 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: Adam Sokol Title: Vice-President Date: 6.29.10

PJM Interconnection, L.L.C.

Signature:   
Name: Terry Boston Title: President & CEO Date: 3/4/2011