

Attachment F

Attached herein as set forth in Part 451.220 a(3) is proof of PJM (RTO) membership and the MISO Affidavit of Applicant by Managing Member.



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

May 9, 2012

Mr. Frank Wilbourne, III
Phalanx Energy Services, LLC
983 Casseque Province
Mount Pleasant, SC 29464

Dear Mr. Wilbourne,

Welcome to PJM!

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 wilid@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 black ink that reads "Amanda Egan". The signature is fluid and cursive, with a long horizontal line extending to the right.

Amanda Egan

PJM Interconnection

Enclosures

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 May 9, 2012, is entered into among Phalanx Energy Services, LLC and the President of the LLC acting on behalf of its Members.

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

3. Phalanx Energy Services, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

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

Frank P. Wilbourne, III, 983 Casseque Province, Mount Pleasant, SC 29464

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 Phalanx Energy Services, LLC as a Member of the LLC thereto, effective as of May 9, 2012, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Phalanx Energy Services, LLC 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: Frank P. Wilbourne III
Name: FRANK P. WILBOURNE, III
Title: CEO & MANAGING MEMBER

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

Phalanx Energy Services, 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

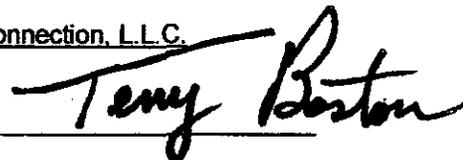


Name: FRANK P. WILBOURNE, III Title: CEO & MANAGING MEMBER

Date: 4.14.2011

PJM Interconnection, L.L.C.

Signature:



Name: Terry Boston

Title: President & CEO

Date: 5/9/2012

ATTACHMENT F-1

**Form of Umbrella Service Agreement for
Network Integration Transmission Service
Under State Required Retail Access Programs**

- 1.0 This Service Agreement dated as of 6/8/2012, including the Specifications For Network Integration Transmission Service Under State Required Retail Access Programs attached hereto and incorporated herein, is entered into, by and between PJM Interconnection, L.L.C. ("Transmission Provider") as administrator of the Tariff, PJM Settlement Inc. ("Counterparty") as the counterparty, and Phalanx Energy Services, LLC, a transmission customer participating in a state required retail access program and/or a program providing for the contractual provision of default service or provider of last resort service ("Network Customer").
- 2.0 The Network Customer has been determined by the Transmission Provider to have a valid request for Network Integration Transmission Service under the Tariff and to have satisfied the conditions for service imposed by the Tariff to the extent necessary to obtain service with respect to its participation in a state required retail access program.
- 3.0 Service under this Service Agreement shall commence on 6/8/2012, and shall terminate on such date as mutually agreed upon by the parties, unless state law or regulations specify a limited period for service or unless earlier terminated for default under Section 7.3 of the Tariff.
- 4.0 The Transmission Provider agrees to provide, and the Network Customer agrees to take, Network Integration Transmission Service in accordance with the Tariff, including the Operating Agreement of the PJM Interconnection, L.L.C. ("Operating Agreement") (which is the Network Operating Agreement under the Tariff and is incorporated herein by reference) and this Service Agreement, as they may be amended from time to time.
- 5.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider (on behalf of Transmission Provider and Counterparty)

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

Network Customer

Phalanx Energy Services, LLC

983 Casseque Province

Mount Pleasant, SC 29464

IN WITNESS WHEREOF, the Transmission Provider and the Network Customer have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider

By:  Sr. V.P. - Operations 6/8/2012
Name Michael J. Kormos Title Date

Counterparty:

By:  President 6/9/2012
Name Harry E. Dessender Title Date

Network Customer

By: FRANK P. WILBOURN III CEO & Managing Mbr. 15 April 2011
Name Title Date



**Members Committee
Other Supplier - (OS)**

Revised: 05.19.2012

Member Contact Information

<p>John Neeld Project Design & Engineering Penncat Corporation 432 N Spring Garden St Ambler, PA 19002 Fedex Address: 432 N Spring Garden St Ambler, PA 19002</p>	<p>Office: (610) 272-0505 E-Mail: jneeld@penncat.com</p>	<p>Penncat Corporation (OS) <u>Alternate Voting Member:</u> John Neeld</p>
<p>David Pearsall Chairman and CEO People's Power & Gas, LLC 1217 East Cape Coral Parkway Suite 220 Cape Coral, FL 33904 Fedex Address: 1217 East Cape Coral Parkway Suite 220 Cape Coral, FL 33904</p>	<p>Office: (855) 857-6937 E-Mail: dpearsall@peoplespower.com</p>	<p>People's Power & Gas, LLC (OS) <u>Primary Voting Member:</u> David Pearsall</p>
<p>Ashley Sansalone President Perspective Energy USA LLC 86 Warwick Dr SW Fedex Address:</p>	<p>Office: (403) 371-2504 E-Mail: penergyusa@hotmail.com</p>	<p>Perspective Energy USA LLC (OS) <u>Primary Voting Member:</u> Ashley Sansalone</p>
<p>Frank Wilbourne Phalanx Energy Services, LLC 1193 Chersonese Round Mount Pleasant, SC 29464 Fedex Address: 1193 Chersonese Round Mount Pleasant, SC 29464</p>	<p>Office: (843) 881-2343 E-Mail: frank.wilbourne@phalanxenergy.com</p>	<p>Phalanx Energy Services, LLC (OS) <u>Primary Voting Member:</u> Frank Wilbourne</p>
<p>Jay Van Dyne COO & Managing Member Phalanx Energy Services, LLC 983 Casseque Province Mount Pleasant, SC 29464 Fedex Address: 983 Casseque Province Mount Pleasant, SC 29464</p>	<p>Office: (404) 319-9910 E-Mail: jay.vandyne@phalanxenergy.com</p>	<p>Phalanx Energy Services, LLC (OS) <u>Alternate Voting Member:</u> Jay Van Dyne</p>

ILLINOIS COMMERCE COMMISSION

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Application of Phalanx Energy : Docket No. _____
Services, LLC :
For an Alternative Retail : Affidavit of Frank P. Wilbourne, III
Electric Supplier :
License :

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STATE OF SOUTH CAROLINA)
 :SS:
COUNTY OF CHARLESTON)

FRANK P. WILBOURNE, III, being duly sworn, deposes and says:

1. My business address is 1193 Chersonese Round, Mount Pleasant, SC 29464.
2. I am the Managing Member and CEO of Phalanx Energy Services, ("Phalanx Energy Services") and, in that capacity, I am familiar with the Phalanx Energy Services' alternative retail electric supplier ("ARES") application, as well as the regulatory, operational, managerial and financial matters relating to Phalanx Energy Services.
3. Phalanx Energy Services is a Delaware limited liability company and a Service-Disabled Veteran Owned small business that was formed for the purpose of selling electricity to commercial and industrial Federal retail customers in the United States. Phalanx Energy Services is licensed by the FERC and approved as a Power Supplier in the State of Maryland and the District of Columbia but has not delivered any power to any customers to date.
4. Phalanx Energy Services, is applying for an ARES license to supply electricity to industrial and commercial customers in the State of Illinois. As part of the application process pursuant to part 451.220(a)(3) of the Illinois Administrative Code and the Commission's ARES application, Phalanx Energy Services is required to demonstrate to the satisfaction of the commission that is has satisfied the Financial Qualifications to supply to customers in the state.

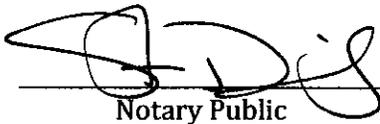
5. Phalanx Energy Services is a member of the PJM but does not expect to become a member of the MISO until October 2012.

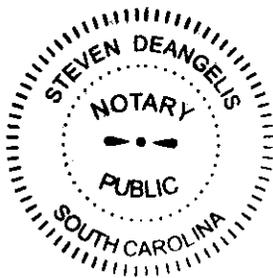
6. Accordingly: a) Applicant will not serve customers in the MISO delivery area until it becomes a member of MISO, b) Applicant intends to provide ARES services in the MISO delivery area at a later time, c) Applicant agrees to submit proof of its MISO membership in a filing in this docket with the Chief Clerk and those on the service list no less than 15 days before delivering power in the service territories of AIC, MEC, EEI, and Mt. Carmel, and d) Applicant agrees to meet any additional notification requirement that the Commission may determine in this proceeding.

7. The preceding information is based on my best knowledge, information and belief.


Frank P. Wilbourne, III

Subscribed and sworn to before
me this 2 day of ~~April~~, 2012
August SD


Notary Public



**My Commission Expires
April 18, 2021**