

**Attachment for 451.320**

**Demonstration of Financial Criteria – 451-320**

Green Mountain Energy Company is a Member of PJM Interconnection (“PJM”).

Attached is a February 9, 2011 letter from PJM, stating that Green Mountain Energy Company has been a PJM Member since July 27, 1998 and signed the PJM Interconnection Reliability Assurance Agreement (“RAA”) on January 20, 2011.



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

February 9, 2011

VIA EMAIL

Michelle Cutrer  
Green Mountain Energy Company  
300 West 6<sup>th</sup> Street  
9<sup>th</sup> Floor  
Austin, TX 78701

Dear Michelle:

Green Mountain Energy Company has been a PJM Member effective July 27, 1998 and is known on the PJM system by its short name of "GM", Org. ID 1,132.

Green Mountain Energy Company signed the PJM Reliability Assurance Agreement on January 20, 2011.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Audrey".

Audrey D. Williams  
Paralegal / Contract Administrator

Green Mountain's original application for PJM Membership was submitted in 1998 by Green Mountain Energy Resources LLC. Green Mountain Energy Company is a successor in interest to Green Mountain Energy Resources LLC. Green Mountain Energy Resources LLC merged with and into Green Mountain Energy Company (formerly GreenMountain.com Company) pursuant to an Agreement and Plan of Merger filed with the Delaware Secretary of State on June 18, 1999, with Green Mountain Energy Company as the surviving entity.

Green Mountain Energy Company originally became a party to the RAA under its former name, GreenMountain.com Company.

The name of the company was changed from GreenMountain.com Company to Green Mountain Energy Company, pursuant to a Certificate of Amendment filed with Delaware Secretary of State on October 4, 2000.

Attached are copies of the following documents:

- a letter from PJM dated July 28, 1998, stating that Green Mountain Energy Resources LLC (now Green Mountain Energy Company) was accepted as a Member of PJM;
- Green Mountain's original Standard Form of Agreement to become a Member of PJM, executed by Green Mountain Energy Resources LLC in 1998;
- Schedule 17 of the RAA, indicating that GreenMountain.com Company (now Green Mountain Energy Company) is a signatory to the RAA;
- the filing with the Delaware Secretary of State showing the merger of Green Mountain Energy Resources LLC with and into GreenMountain.com Company; and
- the filing with the Delaware Secretary of State showing the name change from GreenMountain.com Company to Green Mountain Energy.



Phillip G. Harris  
President and Chief Executive Officer  
(610) 728-8803 • FAX (610) 728-4281

July 28, 1998

**Via Federal Express:**

David P. Boergers, Acting Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Room 1A  
Washington, D.C. 20426

RE: Pennsylvania-New Jersey-Maryland Interconnection,  
Docket Nos. OA97-261-000 and ER97-1082-000

Dear Acting Secretary Boergers:

Each of the following entities applied to become additional signatory to the Operating Agreement of the PJM Interconnection, L.L.C. ("Agreement"), by completing the Standard Form of Agreement to Become a Member of the Agreement, Schedule 9.03 of the Agreement, enclosed herewith:

**Enserch Energy Services, Inc.  
Green Mountain Energy Resources L.L.C.  
Rochester Gas & Electric Corporation**

The LLC Agreement was filed with the Commission on April 1, 1997 in the subject proceeding with a requested effective date of March 31, 1997 and approved by letter order of June 12, 1997.

On behalf of the Members of the LLC Agreement, and in accordance with the provisions of Section 8.6 of the LLC Agreement, I reviewed the Schedule 9.03 forms submitted by the aforementioned entities, executed these schedules, and accepted each of them as Members in the LLC. I am herewith tendering the aforementioned schedules to the Commission for filing.

I respectfully request that each of the aforementioned entities be accepted by the Commission for membership in the LLC effective on the day after receipt by FERC. In accordance with Section 8.6(e) of the LLC Agreement, the entities shall formally

*Service With Integrity*

July 28, 1998  
Page 2

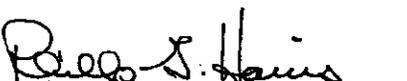
become Members of the LLC on the date specified by FERC when accepting these forms for filing.

A Notice of Filing for use in the Federal Register and a diskette copy is enclosed.

Please datestamp one copy of this transmittal and return it in the enclosed Federal Express envelope.

Respectfully submitted,

PJM Interconnection, L.L.C.  
on behalf of the Members of the L.L.C.

By:   
Phillip G. Harris  
President and CEO

PGH/sjs

Enclosures

cc: All parties in Docket Nos. OA97-261-000 and ER97-1082-000

**STANDARD FORM OF AGREEMENT TO BECOME  
A MEMBER OF THE LLC**

Any entity which wishes to become a signatory to the Agreement shall, pursuant to Section 11.6(c) thereof, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

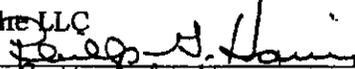
**Additional Member Agreement**

1. This Additional Member Agreement (the "Supplemental Agreement"), dated as of June 1, 1998, is entered into among Green Mountain and the President of the LLC acting on behalf of its Members.
2. Green Mountain has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Control Area is required to integrate Green Mountain's facilities, a copy of Attachment J from the Tariff marked to show changes in Control Area boundaries is attached hereto. Green Mountain agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. Green Mountain agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. Green Mountain hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:
 

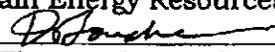
Thomas C. Boucher  
Vice President Energy Supply & Business Development  
Green Mountain Energy Resources L.L.C.  
55 Green Mountain Drive  
P. O. Box 2206  
South Burlington VT 05407-2206
5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members and to file it with regulatory authorities having jurisdiction.
6. The Operating Agreement is hereby amended to include Green Mountain as a Member of the LLC thereto, effective as of June 1, 1998.

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

Members of the LLC

By:   
Name: Phillip C. Harris  
Title: President and CEO

Green Mountain Energy Resources L.L.C.

By:   
Name: Thomas C. Boucher  
Title: Vice President Energy Supply & Business Development

**SCHEDULE 17**

**PARTIES TO THE RELIABILITY ASSURANCE AGREEMENT**

This Schedule sets forth the Parties to the Agreement:

Harrison REA Inc.  
City of New Martinsville  
City of Philippi  
Letterkenny Industrial Development Authority-PA  
Old Dominion Electric Cooperative  
Town of Front Royal  
Hagerstown  
Borough of Chambersburg  
Town of Williamsport  
Thurmont  
Allegheny Electric Cooperative, Inc.  
Allegheny Power  
AES New Energy, Inc.  
BP Energy Co.  
Commonwealth Edison Company  
Commonwealth Edison Company of Indiana  
Dayton Power & Light Company (The)  
American Municipal Power-Ohio, Inc.  
American Electric Power Service Corporation on behalf of its affiliates:  
    Appalachian Power Company  
    Columbus Southern Power Company  
    Indiana Michigan Power Company  
    Kentucky Power Company  
    Kingsport Power Company  
    Ohio Power Company  
    Wheeling Power Company  
Allegheny Energy Supply Company, L.L.C.  
Blue Ridge Power Agency, Inc.  
Central Virginia Electric Cooperative  
City of Dowogiac  
Hoosier Energy REC, Inc.  
Indiana Municipal Power Agency  
Ormet Primary Aluminum Corporation  
City of Sturgis  
Wabash Valley Power Association, Inc.  
Duquesne Light Company  
Virginia Electric and Power Company

ACN Energy, Inc.  
AES Power Direct, L.L.C.  
Agway Energy Services-PA Inc.  
Allegheny Energy Supply Company, L.L.C.  
AllEnergy Marketing Company, L.L.C.  
Amerada Hess Corporation  
American Cooperative Services, Inc.  
American Energy Solutions, Inc.  
Atlantic City Electric Company  
Baltimore Gas and Electric Company  
BGE Home Products & Services, Inc.  
BP Energy Company  
Central Hudson Enterprise Corporation  
CMS Marketing Services and Trading Company  
Columbia Energy Power Marketing Corporation  
Commodore Gas and Electric, Inc.  
Commonwealth Energy Corporation dba electricAMERICA  
Con Edison Energy, Inc.  
Conectiv Energy Supply, Inc.  
Constellation Energy Source, Inc.  
Consolidated Edison Solutions, Inc.  
Delmarva Power & Light Company  
Dominion Retail, Inc.  
DTE Edison America, Inc.  
DTE Energy Market, Inc.  
DTE Energy Trading, Inc.  
Duke Energy Trading and Marketing, L.L.C.  
DukeSolutions, Inc.  
Easten Power Distribution Company  
ECONnergy Energy Company, Inc.  
ECONnergy PA, Inc.  
Edison Mission Marketing & Trading, Inc.  
Energy America, L.L.C.  
Energy East Solutions, Inc.  
Enron Energy Services, Inc.  
Enron Power Marketing, Inc.  
Exelon Energy Company  
FirstEnergy Corporation  
FirstEnergy Trading and Power Marketing Incorporated  
FirstEnergy Services Corp.  
GPU Advanced Resources  
→ GreenMountain.com Company  
HIS Power & Water, L.L.C.  
It's Electric & Gas, L.L.C.  
Jersey Central Power & Light Company

Keyspan Energy Services, Inc.  
Metropolitan Edison Company  
MIECO, Inc.  
NewEnergy, Inc.  
Niagara Mohawk Energy Marketing, Inc.  
NJR Natural Energy Company  
NRG New Jersey Energy Sales, L.L.C.  
NYSEG Solutions, Inc.  
Old Dominion Electric Cooperative  
PECO Energy Company  
Penn Power Energy, Inc.  
Pennsylvania Electric Company  
Pepco Energy Services, Inc.  
Potomac Electric Power Company  
PPL Electric Utilities Corporation  
PPL EnergyPlus, L.L.C.  
PSEG Energy Resources & Trade, L.L.C  
PSEG Energy Technologies, Inc.  
Public Service Electric and Gas Company  
Reliant Energy Retail, Inc.  
Rhoads Energy Corporation  
Select Energy, Inc.  
Sempra Energy Solutions  
Sempra Energy Trading Corp.  
Shell Energy Services Company, L.L.C.  
Southern Company Retail Energy Marketing L.P.  
South Jersey Energy Company  
South Jersey Energy Solutions, L.L.C.  
Smart Energy.com, Inc.  
Statoil Energy Services, Inc.  
Strategic Energy Ltd.  
The Mack Services Group  
The New Power Company  
Total Gas & Electric, Inc.  
Total Gas & Electricity (PA), Inc.  
TXU Energy Trading Company d/b/a TXU Energy Services  
UGI Energy Services, Inc.  
UGI Utilities, Inc. - Electric Division  
Utilimax.com, Inc.  
Utility.com  
Washington Gas Energy Services, Inc.  
Williams Energy Market & Trading Company  
Woodruff Energy  
Worley & Obetz, Inc. d/b/a Advanced Energy

CERTIFICATE OF AMENDMENT  
OF  
AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
GREENMOUNTAIN.COM COMPANY

Pursuant to Section 242 of the General Corporation Law of the State of Delaware (the "DGCL"), GreenMountain.com Company, a Delaware corporation (the "Corporation"), does hereby certify:

1. That the Board of Directors of the Corporation adopted a resolution proposing and declaring advisable the following amendment to the Corporation's amended and restated certificate of incorporation:

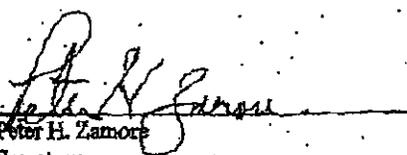
ARTICLE I of the Amended and Restated Certificate of Incorporation of the Corporation shall be amended to read in its entirety as follows:

"The name of the company is Green Mountain Energy Company (the "Company")."

2. That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the DGCL.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by Peter H. Zamore, its Secretary, this 3rd day of October, 2000, such certificate to be effective upon the filing thereof in the Office of the Secretary of State of the State of Delaware.

GREENMOUNTAIN.COM COMPANY

By:   
Peter H. Zamore  
Secretary

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of June 11, 1999, is made by and between Green Mountain Energy Resources L.L.C., a Delaware limited liability company (the "LLC"), and GreenMountain.com Company, a Delaware corporation (the "Corporation").

### RECITALS

A. In accordance with the LLC's limited liability company agreement, the management committee of the LLC has duly adopted a resolution approving this Agreement and the Merger, thereby satisfying the applicable approval requirements under Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA").

B. The board of directors of the Corporation has duly adopted a resolution approving this Agreement and declaring its advisability, thereby satisfying the applicable approval requirements under Section 264 and 251 of the Delaware General Corporation Law (the "DGCL").

C. No shares of stock of the Corporation were issued prior to the adoption by the board of directors of the Corporation of the resolution approving this Agreement and, accordingly, under Sections 264 and 251 of the DGCL no vote of stockholders of the Corporation is necessary to authorize the Merger.

### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

#### I. The Merger

1.1 Merger. At the Effective Time (as defined below), the LLC shall be merged with and into the Corporation (the "Merger") in accordance with the applicable provisions of the DLLCA and the DGCL, and separate existence of the LLC will thereupon cease. The Corporation shall be the surviving entity in the Merger (as such, the "Surviving Entity"). The Merger shall have the effects specified in the DLLCA and the DGCL.

1.2 Effective Time. The LLC and the Corporation shall cause this Agreement to be filed with the Secretary of State of the State of Delaware in accordance with Section 18-209 of the DLLCA and Sections 251 and 264 of the DGCL at such time as they shall mutually agree. Upon the completion of the filing, the Merger shall become effective in accordance with the DLLCA and the DGCL. The time and date on which the Merger becomes effective is herein referred to as the "Effective Time."

1.3 Governing Documents of the Surviving Entity. (a) At the Effective Time, the certificate of incorporation of the Corporation as in effect immediately prior to the Effective Time shall be amended and restated in its entirety to read as set forth in Exhibit A hereto. The certificate of incorporation, as so amended and restated, shall be the certificate of incorporation of the Surviving Entity from and after the Effective Time until amended in accordance with its terms and the DGCL.

(b) The bylaws of the Corporation as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Entity from and after the Effective Time until amended in accordance with their terms and the DGCL.

1.4 Directors and Officers of the Surviving Entity. (a) The members of the board of directors of the Corporation immediately prior to the Effective Time shall be the members of the board of directors of the Surviving Entity and shall continue to serve as members of the board of directors of the Surviving Entity until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the certificate of incorporation or bylaws of the Surviving Entity.

(b) The officers of the Corporation immediately prior to the Effective Time shall be the officers of the Surviving Entity and shall continue to serve as officers of the Surviving Entity until their respective successors have been appointed and qualified or until their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Entity.

## II. Effect of Merger on Securities

2.1 Conversion of Units. At the Effective Time, each common unit in the LLC (each, a "Unit") outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive 3.0 shares of fully paid and nonassessable common stock, par value \$0.01 per share, of the Corporation ("Common Stock") upon surrender of the certificate formerly representing such Unit in accordance with this Agreement.

2.2 Options to Purchase Units. At the Effective Time, each then-outstanding option to purchase Units (each, an "Option"), whether or not then exercisable or fully vested, shall be assumed by the Corporation and shall constitute an option to acquire, on substantially the same terms and subject to substantially the same conditions as were applicable under such Option immediately prior to the Effective Time, the number of shares of Common Stock determined by multiplying the number of Units subject to such Option immediately prior to the Effective Time by 3.0 (the "Conversion Factor"), at an exercise price per share of Common Stock (rounded to the nearest whole cent) equal to the exercise price per Unit of Units subject to such Option divided by the Conversion Factor.

2.3 Warrants to Purchase Units. From and after the Effective Time, the holder of any warrant to purchase Units outstanding at the Effective Time (each, a "Warrant") shall have the right until the expiration date thereof to exercise such Warrant for the number of shares of

Common Stock receivable pursuant to Section 2.1 hereof by a holder of the number of Units for which such Warrant might have been exercised immediately prior to the Effective Time.

2.4 No Shares of the Corporation Outstanding. There will be no shares of stock of the Corporation outstanding immediately prior to the Effective Time.

### III. Exchange of Certificates

3.1 Letters of Transmittal; Surrender of Certificates. The Corporation shall provide to each holder of record of a certificate or certificates that, immediately prior to the Effective Time, evidenced outstanding Units (the "Certificates") a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Corporation, and shall be in such form and have such other provisions as the Corporation may specify), together with related instructions, for use in effecting the surrender of the Certificates in exchange for shares of Common Stock as contemplated by Section 2.1 hereof. Upon surrender of a Certificate for cancellation to the Corporation (or an exchange agent designated by the Corporation), together with a duly executed letter of transmittal and such other customary documents as may be required pursuant to such instructions, the holder of such Certificate shall be entitled to receive in exchange therefor a certificate representing the number of shares of Common Stock that the aggregate number of Units previously represented by such Certificate shall have been converted into the right to receive pursuant to Section 2.1 hereof, and the Certificate so surrendered shall forthwith be canceled.

3.2 Cancellation of Units; No Further Rights. As of the Effective Time, all Units issued and outstanding immediately prior to the Effective Time shall cease to be outstanding, shall automatically be canceled and shall cease to exist, and each holder of a Certificate theretofore representing any such Units shall cease to have any rights with respect thereto, except the right to receive shares of Common Stock upon surrender of such Certificate in accordance with Section 3.1 hereof, and until so surrendered, each such Certificate shall represent for all purposes only the right to receive shares of Common Stock as provided in this Agreement. The shares of Common Stock delivered upon the surrender for exchange of Certificates in accordance with the terms of this Article III shall be deemed to have been delivered in full satisfaction of all rights pertaining to the Units theretofore represented by such Certificates.

3.3 Distributions with Respect to Unexchanged Units. No dividends or other distributions with respect to Common Stock with a record date after the Effective Time shall be paid to the holder of any unsurrendered Certificate with respect to the shares of Common Stock issuable upon the surrender of such Certificate pursuant to Section 3.1 until the surrender of such Certificate pursuant to Section 3.1. Subject to the effect of applicable escheat or similar laws, following the surrender of any such Certificate pursuant to Section 3.1 there shall be paid to the holder of the certificate representing the shares of Common Stock issued in exchange therefor, without interest, (a) at the time of such surrender, the amount of dividends or other distributions with respect to such shares of Common Stock with a record date after the Effective Time that would have been paid with respect to such shares of Common Stock had those shares been issued and outstanding as of such record date, and (b) at the appropriate payment date, the amount of dividends or other distributions with respect to such shares of Common Stock with a record date

after the Effective Time but prior to such surrender and with a payment date subsequent to such surrender that would have been payable with respect to such shares of Common Stock had those shares been issued and outstanding as of such record date.

#### IV, Miscellaneous

4.1 Termination. This Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the LLC and the Corporation, notwithstanding any prior approvals.

4.2 Registration Rights Agreement. At or prior to the Effective Time, the Corporation shall execute a Registration Rights Agreement in such form as the Corporation may determine, pursuant to which each holder of record of Certificates, upon such holder's surrender thereof in accordance with Section 3.1, shall be entitled to "piggyback" registration rights with respect to Common Stock.

4.3 Tax Treatment. The Merger is intended to constitute an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect thereto.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

4.6 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

GREEN MOUNTAIN ENERGY  
RESOURCES L.L.C.

By: M. David White  
M. David White  
Chief Executive Officer

GREENMOUNTAIN.COM COMPANY

By: M. David White  
M. David White  
Chief Executive Officer

Also attached is an Affidavit with respect to Applicant's purchase of 10% of its physical electric energy from PJM for delivery to the service territories of the utilities for which Applicant seeks a certificate of service authority.

AFFIDAVIT

STATE OF TEXAS )

TRAVIS COUNTY )

Mark E. McShane, Senior Vice President, Supply of Green Mountain Energy Company  
(Applicant), being duly sworn, according to law, says that:

Green Mountain Energy Company (“Green Mountain”) is a member of PJM Interconnection (“PJM”). Green Mountain purchases 100% of Green Mountain’s physical electric energy from PJM for delivery to the service territories of the utilities for which Green Mountain seeks a certificate of service authority as an Alternative Retail Electric Supplier.

Mark E. McShane  
Mark E. McShane  
Senior Vice President, Supply

Subscribed and sworn to before me  
this 6th day of August, 2012.

Theresa Wylie  
Notary Public

