



John Burnham
Insurance
Services

RECEIVED

2005 JUN 23 AM 9:39

PA P.U.C.
SECRETARY'S BUREAU

June 17, 2005

DOCUMENT
FOLDER

Mr. James J. McNulty
**SECRETARY OF THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION**
Commonwealth Keystone Building
400 North Street
2nd Floor, Room N201
Harrisburg, PA 17120

A-110141

**Re: Continuation Certificate
\$5,500,000 License Bond for Sempra Energy Solutions to Supply Electric
Generation Services to the Public
Bond Number 101145726**

Dear Mr. McNulty:

Enclosed, please find the continuation certificate for the captioned bond for our client, Sempra Energy Solutions. This continuation certificate extends the term of the bond to June 27, 2006. Please attach this certificate to the original bond.

If you should have any questions, please feel free to give me a call at 619-525-2885.

Sincerely,

Minna Huovila
Account Manager

enclosure

cc: Eilene Kim
Sempra Energy Corporation

Travelers Casualty and Surety Company of America
Hartford, CT 06183

**CONTINUATION CERTIFICATE FIDELITY
OR SURETY BONDS/POLICIES**

In consideration of \$37,125.00 dollars renewal premium, the term of Bond/Policy No. 101145726 in the amount of \$5,500,000.00 issued on behalf of SEMPRA ENERGY SOLUTIONS in favor of PENNSYLVANIA PUBLIC UTILITY COMMISSION in connection with LICENSE BOND is hereby extended to JUNE 27, 2006 subject to all the covenants and conditions of said bond/policy.

This certificate is designed to extend only the life of the bond/policy. It does not increase the amount which may be payable thereunder. The aggregate liability of the Company under the said bond/policy together with this certificate shall be exactly the same as, and no greater than it would have been, if the said bond/policy had originally been written to expire on the date to which it is now being extended.

Signed, sealed and dated MAY 17, 2005.

Travelers Casualty And Surety Company of America

By: _____

TARA BACON, Attorney-In-Fact

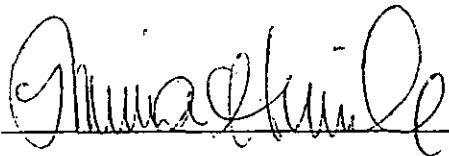
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PA P.U.C.
SECRETARY'S BUREAU

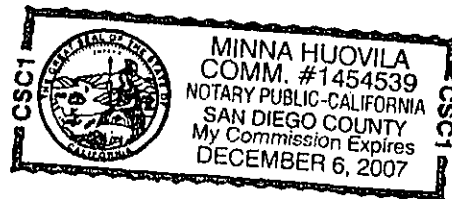
State of California)

County of San Diego)

On May 17, 2005, before me, Minna Huovila, Notary Public, personally appeared Tara Bacon, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **Jack G. Lupien, Dale G. Harshaw, Tara Bacon, Geoffrey R. Shelton**, of San Diego, California, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 15th day on May, 2004.


STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

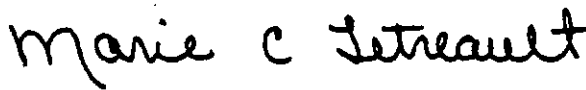
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By 
George W. Thompson
Senior Vice President

On this 15th day on May, 2004 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



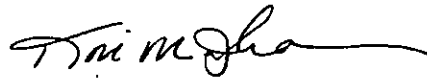

My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 17TH day of MAY, 2005.



By 
Kori M. Johanson
Assistant Secretary, Bond



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

ORIGINAL

November 21, 2006

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street - 2nd Floor, Room N201
Harrisburg, PA 17120

Re: Conversion to a Limited Liability Company

A-110141 & A-125121

To Whom It May Concern:

Sempra Energy Solutions has converted from a California corporation to a California limited liability company ("LLC"), effective November 1, 2006. The conversion to an LLC also results in a name change to **Sempra Energy Solutions LLC**. **Please update any records, agreements, certifications or licenses you may have with the changed name.** Sempra Energy Solutions LLC made this conversion under Title 1, Chapter 11.5 and Title 2.5, Chapter 11.5 of the California Corporate Code.

Please note that all other information and business aspects with respect to Sempra Energy Solutions LLC such as company ownership and function, tax identification, Dun & Bradstreet number, office address, and contract obligations remain unchanged. Our credit and information business records will be changed to reflect our new name. Future contracts, confirmations, invoices, notices and checks will be issued in the new name, Sempra Energy Solutions LLC.

Should you have any questions or comments, please do not hesitate to contact us.

Sincerely,



Symone Vongdeuane
Regulatory Coordinator
Sempra Energy Solutions LLC
101 Ash Street, HQ09
San Diego, California 92101
Telephone: 619/696-4996
Facsimile: 619/696-3102
SVongdeuane@semprasolutions.com

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NOV 30 2006

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62

DATE: November 29, 2006

SUBJECT: A-110141; A-125121

TO: Bureau of Fixed Utility Services

FROM:  James J. McNulty, Secretary

Request for name change

Enclosed please find copies of requests for name changes from the following companies:

Sempra Energy Solutions – A-110141

Sempra Energy Solutions – A-125121

KJR

This matter is being referred to your Bureau for appropriate action.

Attachment

jih

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NOV 30 2006

**DOCUMENT
FOLDER**

John Burnham Insurance Services

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October 5, 2007

07 OCT 15 PM 1:30

750 B Street, Suite 2400
San Diego, California 92101

BUREAU OF
FIXED UTILITY SERVICES

Phone: 619.231.1010 Fax: 619.236.9134

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

A DIVISION OF **UnionBanc**
INSURANCE SERVICES, INC.

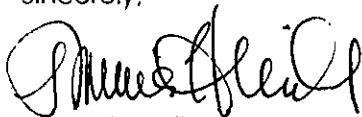
A-11014

Re: Bond Number 101145726
\$5,500,000.00 Electric Generation Supplier License Bond for Sempra Energy Solutions
Name Change Rider

To Whom It May Concern:

We are the current surety agent representing Sempra Energy Solutions. The principal on the referenced bond has changed their name. Enclosed, please find a rider changing the principal name from Sempra Energy Solutions to Sempra Energy Solutions LLC. This rider should be attached to the original bond.

Sincerely,



Minna Huovila
Account Manager

enclosure

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OCT 23 2007

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BUREAU OF
TRANSPORTATION & SAFETY
2007 OCT 12 AM 9:26

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2007 OCT 16 AM 2:20
PA PUC
SECRETARY'S BUREAU

Insurance products offered through UnionBanc Insurance Services, Inc., a subsidiary of Union Bank of California, N.A., dba Armstrong/Robitaille Business and Insurance Services, Knight Insurance Agency, John Burnham Insurance Services, John Burnham & Company, Tanner Insurance Brokers, and FSD Insurance Brokers. Insurance Products Are Not Bank Deposits • Are Not FDIC Insured • Are Not Guaranteed By Bank Or Any Affiliate • May Lose Value • Are Not Insured By Any Federal Government Agency • Are Products of the Insurance Carrier

CA License # 0619252

37

To be attached to and form a part of:

Bond No. 101145726

Type of Bond: License Bond

Executed by Sempra Energy Solutions, as Principal, and by Travelers Casualty and Surety Company of America, as Surety, in favor of Pennsylvania Public Utility Commission and dated June 27, 2000.

In consideration of the premium charged for the attached bond, it is hereby agreed to change:

Principal Name

From:

Sempra Energy Solutions

To:

Sempra Energy Solutions LLC

This rider is effective October 5, 2007.

This rider is executed upon the express condition that the surety's liability under said bond shall not be cumulative and shall in no event exceed the amount specifically set forth in said bond or any existing certificate changing the amount of said bond. The referenced bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

SIGNED, SEALED AND DATED this 5th day of October, 2007.

Travelers Casualty and Surety Company of America

By:

Tara Bacon
Tara Bacon, Attorney-In-Fact

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07 OCT 15 PM 1:30

BUREAU OF
FIXED UTILITY

RECEIVED

2007 OCT 16 AM 2:20

PA PUC
SECRETARY'S BUREAU

RECEIVED
BUREAU OF
INSURANCE & SAFETY
2007 OCT 12 AM 9:26

ACKNOWLEDGMENT

State of California
County of San Diego

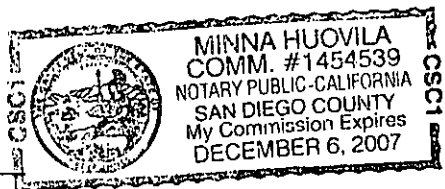
On October 5, 2007 before me, Minna Huovila, Notary Public
(here insert name and title of the officer)

personally appeared Tara Bacon

personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Minna Huovila*



(Seal)

RECEIVED
BUREAU OF
REGISTRATION & SAFETY
2007 OCT 12 AM 9:27

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

07 OCT 15 PM 1:30

Attorney-In Fact No. 218974

Certificate No. 001876162

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jack G. Lupien, Dale Harshaw, Tara Bacon, Geoffrey R. Shelton, and Bradley R. Orr

of the City of San Diego, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of July, 2007.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson
George W. Thompson, Senior Vice President

On this the 31st day of July, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5TH day of OCTOBER, 20 07


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



401 West A Street, Suite 500
San Diego, California 92101
Office (877) 2-SEMPRA
Fax (619) 684-8355
www.semprasolutions.com

April 4, 2008

DOCUMENT FOLDER

A-110141

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
400 North Street - 2nd Floor, Room N201
Commonwealth Keystone Building
Harrisburg, PA 17120

Re: **Notice of Change in Ownership/Corporate Structure and Address**

To Whom It May Concern:

Please be advised that on April 1, 2008, The Royal Bank of Scotland plc ("RBS") completed its purchase of a 51% ownership interest in Sempra Energy Solutions LLC ("SES"). RBS acquired this interest through its 51% ownership of a holding company that has acquired SES; Sempra Energy will continue to own the other 49% of SES. RBS, which is rated "Aaa" by Moody's and "AA" by S&P, is one of the largest financial institutions in the world and, accordingly, due to the ownership change, SES will enjoy the benefit of RBS's financial strength.

Please note that as of April 1, 2008, all other information and business aspects with respect to SES, such as company function, tax identification, Dun & Bradstreet number, operations and contract obligations, will remain unchanged.

Additionally, SES has moved and our new office is located at:

**Sempra Energy Solutions LLC
401 West A Street, Suite 500
San Diego, California 92101
Tel: (619) 684-8000
Fax: (619) 684-8355**

Please update any records, agreements, certifications and/or licenses that you may have to reflect this modification in corporate ownership structure and change in address.

If you have any questions or comments regarding this notice, please do not hesitate to contact Greg Bass at (619) 684-8199.

Sincerely,

Symone Chansouk
Regulatory Coordinator

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APR 04 2008

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Sempra Energy Solutions LLC, part of the RBS Sempra Commodities group of companies, is not the same company as the utility, SDG&E or SoCalGas, and the California Public Utilities Commission does not regulate the terms of RBS Sempra Commodities' products and services.

9645



401 West A Street, Suite 500
San Diego, California 92101
Office (877) 2-SEMPRA
Fax (619) 684-8355
www.semprasolutions.com

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FOLDER

May 15, 2008

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MAY 15 2008

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
2nd Floor, Room N201
Harrisburg, PA 17120

Re: Docket No. A-110141 – License Bond or Other Financial Security

Dear Mr. McNulty:

Pursuant to 66 Pa. C.S. §2809(c), please find Sempra Energy Solutions LLC's most recent License Bond No. LPM8926526 enclosed for your records.

If you have any questions regarding this letter, please contact me at (619) 684-8200.

Sincerely,

A handwritten signature in cursive script, appearing to read 'S Chansouk'.

Symone Chansouk
Regulatory Coordinator

Enclosures

Cc: James R. Shurskis, Fixed Utility Services

APPENDIX A

License Bond

Bond Number: LPM8926526

Sempra Energy

KNOW ALL MEN BY THESE PRESENTS that Solutions LLC as Principal, and Fidelity and Deposit Company of Maryland of Schaumburg, IL, as Surety, are firmly bound unto Pennsylvania Public Utility Commission, as obligee, in the penal sum of Five Million Five Hundred Thousand and 00/100ths (5,500,000), lawful money of the United States of America for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly, severally, and firmly by these presents.

SIGNED, SEALED AND DATED 5/1/2008

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has made application for a license to the Obligee to offer, render, furnish or supply electricity or electric generation services to the public.

NOW THEREFORE, the condition of this obligation is such that the Principal must act in accordance with Section 2809(c)(1)(i) of the Public Utility Code, 66 Pa. C.S. 2809(c)(1)(i), to assure compliance with applicable provisions of the Public Utility Code, 66 Pa. C.S. 101, et seq. and the rules and regulation of the Pennsylvania Public Utility Commission by the Principal as a licensed electric generation supplier; to ensure the payment of Gross Receipts Tax as required by Section 2810 of the Public Utility Code, 66 Pa. C.S. 2810; and to ensure the supply of electricity at retail in accordance with contracts, agreements or arrangement. Payment of claims shall have the following priority: (I) The Commonwealth of Pennsylvania; (II) Electric Distribution Companies for the reimbursement of Gross Receipts Tax; and (III) Private Individuals. Proceeds of the bond may not be used to pay any penalties or fines levied against the Principal for violations of the law, or for the payment of any other tax obligations owed to the Commonwealth of Pennsylvania.

NOW THEREFORE, if the Principal shall, during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to an electric generation supplier licensed in Pennsylvania and fulfills its obligation to pay the Gross Receipts Tax to the Commonwealth, and to deliver electricity at retail in accordance with contracts, agreements and arrangements, require the execution of this bond, then this obligation shall become void and of no effect.

PROVIDED, the Surety may terminate its future liability under this Bond sixty (60) days after furnishing written notice of such intention to terminate. This termination shall not affect the liability of the Surety and the Principal for any liability incurred by the Principal prior to the effective date of such termination. Any claim under this bond must be instituted within three (3) months of the effective date of termination.

THIS BOND WILL EXPIRE 5/1/2009, but may be continued by continuation certificate signed by Principal and Fidelity and Deposit Company of Maryland may at any time terminate its liability by giving sixty (60) days written notice of the Obligee, and * shall not be liable for any default after such sixty-day notice period, except for defaults occurring prior thereto.
*Fidelity and Deposit Company of Maryland

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Jeannette PORRINI and Stacy RIVERA, both of Farmington, Connecticut, EACH** as his and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company in its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jeannette PORRINI, Sara GLOGOWER, Dawn M. GODFREY, dated August 22, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 6th day of August, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Gregory E. Murray

Theodore G. Martinez

By:

Gregory E. Murray Assistant Secretary

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 6th day of August, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

DOCUMENT
FOLDER

APR 21 PM 3:27

BUREAU OF
FIXED UTILITY SERVICES

April 20, 2009

Sempra Energy Solutions LLC

401 West A Street

Suite 500

San Diego, CA 92101

Telephone: 619 684 8000

Facsimile: 619 684 8355

www.rbssempra.com/solutions

James Shurskis
400 North Street, 3rd Floor
Bureau of Fixed Utility Services
Harrisburg, PA 17120

A-11014

RE: Continuation of Bond LPM8926526 for Sempra Energy Solutions LLC

Dear Mr. Shurskis,

Please find enclosed a continuation of bond LPM8926526, as was requested via email, for Sempra Energy Solutions LLC.

Should you have any questions or concerns, please contact me at 619-684-8200 or at brywhite@semprasolutions.com.

Thank you,

Bryan C. White

Bryan C. White
Regulatory Compliance Analyst

Enclosures

RECEIVED
2009 APR 21 PM 3:24
SECRETARY'S BUREAU

CONTINUATION CERTIFICATE

APR 21 10 13 21
RECEIVED
Premium Amount: \$38,500.00

The Fidelity and Deposit Company of Maryland (hereinafter called the Surety) hereby continues in force its Bond No. LPM8926526 in the sum of Five Million Five Hundred Thousand Dollars and 00/100 (\$5,500,000.00) Dollars, on behalf of Sempra Energy Solutions LLC, in favor of Pennsylvania Public Utility Commission

subject to all the conditions and terms thereof through May 1, 2010 at location of risk.

This Continuation is executed upon the express condition that the Company's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 15 day of April, 2009.

Fidelity and Deposit Company of Maryland
Surety

By: 
Jeannette Portini Attorney-in-Fact

RECEIVED
2009 APR 21 PM 3:24
PA FUC
SECRETARY'S BUREAU

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Jeannette PORRINI and Stacy RIVERA, both of Farmington, Connecticut, EACH as true and lawful agent and Attorney-in-Fact,** to make, execute, seal and deliver; for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jeannette PORRINI, Sara GLOGOWER, Dawn M. GODFREY, dated August 22, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 6th day of August, A.D. 2004.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



Gregory E. Murray

Gregory E. Murray Assistant Secretary

Theodore G. Martinez

By:

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 6th day of August, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact, as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies;

this 15th day of April, 2009.

Erroll F. Halley

Assistant Secretary





COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

Docket No. A-110141

March 1, 2010

SEMPRA ENERGY SOLUTIONS
401 WEST A ST
STE 500
SAN DIEGO CA 92101

ORIGINAL

ATTENTION: GREG BASS

RE: License Bond or Other Financial Security

Dear Mr. Bass:

Pursuant to 66 Pa. C.S. §2809(c), no electric supplier license shall remain in force unless the licensee furnishes a bond or other security approved by the Commission to ensure the financial responsibility of the electric generation supplier and the supply of electricity at retail. The Commission's records indicate that the anniversary of the bond or other approved security provided by Sempra Energy Solutions occurs on May 1, 2010.

The Commission's regulations at 52 Pa. Code §54.40(d) require "the security level for each licensee will be reviewed annually and modified primarily based upon the licensee's reported annual gross receipts information. The security level will be 10% of the licensee's reported gross receipts." The minimum security level provided may not be less than the initial security level provided when the license was granted. Unless approved by the Commission, the initial security level is \$250,000.

The Commission's regulations at 52 Pa. Code §54.39(b) require a licensee to file an annual report on or before April 30 of each year, for the previous calendar year, in order to comply with 66 Pa. C.S. §2810(c)(6). This report discloses the total amount of gross receipts from the sale of electricity and the total amount of electricity sold during the preceding calendar year. You must use this same information in calculating the appropriate security level necessary to maintain your license.

In order for your company to maintain its status as a licensed electric supplier in the Commonwealth of Pennsylvania, it must provide proof to the Commission that a bond or other approved security has been obtained.

Your response in this matter is requested within fifteen (15) days of the date of this letter. Submit your response to the Commission's Secretary. Additionally, fax a copy of your response to James Shurskis at (717) 787-4750, Bureau of Fixed Utility Services.

Failure to respond to this matter within fifteen (15) days will cause Commission staff to initiate a formal proceeding, that may lead to the following: cancellation of your company's electric supplier license, removal of your information from the Commission's website and notification to all electric distribution companies, in which your company is licensed to do business, of the cancellation of the license.

Please direct any questions to James Shurskis at (717) 787-8763, Bureau of Fixed Utility Services.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert Wilson".

Robert Wilson, Director
Bureau of Fixed Utility Services

cc: J. McNulty, Secretary



ORIGINAL

401 West A Street
Suite 500
San Diego, CA 92101

Tel: 619-684-8200
Fax: 619-684-8355
Email@semprasolutions.com

April 5, 2010

RECEIVED

APR 5 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street - 2nd Floor, Room N201
Harrisburg, PA 17120

A-110141

Re: Docket No. M-2010-2157431 – Additional Requirements Regarding Registration as a PJM Load Serving Entity

Dear Mr. McNulty:

Sempra Energy Solutions LLC respectfully submits its “proof of registration as a PJM Load Serving Entity (LSE)” as requested in letter dated March 18, 2010.

If you have any questions regarding this filing or need additional information, please contact me at (619) 684-8200 or at bwhite@semprasolutions.com.

Sincerely,

Bryan C. White
Regulatory Compliance Analyst

Enclosures

48710

RECEIVED

APR 5 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**SPECIFICATIONS FOR
NETWORK INTEGRATION TRANSMISSION SERVICE
PURSUANT TO STATE REQUIRED RETAIL ACCESS PROGRAMS**

- 1.0 Term of Service: The term of service under this Service Agreement shall be from *Sept 18 2009* until terminated by mutual agreement of 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.
- 2.0 Network Operating Agreement: In accordance with Section 29.1 of the Tariff, the Network Customer must be a member of PJM Interconnection, L.L.C. and a signatory to the Operating Agreement.
- 3.0 Network Load and Network Resources: The Network Customer shall be responsible for the Transmission Provider receiving the information pertaining to Network Load, Network Resources, and Behind The Meter Generation described in this section. Such information shall be provided in accordance with procedures established by the Transmission Provider. With respect to service requests under this umbrella Service Agreement, the Transmission Provider will deem the provision of the information specified in this section as complying with the application requirements set forth in Section 29.2 of the Tariff.
- 3.1 Network Load: For Network Load within the PJM Region, the Network Customer shall arrange for each electric distribution company ("EDC") delivering to the Network Customer's load to provide directly to the Transmission Provider, on a daily basis, the Network Customer's peak load (net of operating Behind The Meter Generation, but not to be less than zero, unless such generation is separately metered and reported to PJM), by bus, coincident with the annual peak load of the Zone as determined under Section 34.1 of the Tariff. The peak load shall be expressed in terms of tenths of a megawatt and shall include all losses within the PJM Region, including 500 kV transmission losses, other transmission losses, and distribution losses. Unless a more specific bus distribution is available, the EDC may provide a bus distribution for the Network Customer's peak load proportional to the bus distribution for all of the load in the Zone. The information must be submitted directly to the Transmission Provider by the EDC, unless the Transmission Provider approves in advance another arrangement. For Non-Zone Network Load, the Network Customer shall provide to the Transmission Provider, on a daily basis, the Network Customer's peak load, by interconnection at the border of the PJM Region, coincident with the annual peak load of such area as determined under Section 34.1 of the Tariff. The peak load for such Non-Zone Network Load shall be expressed in terms of tenths of a megawatt and shall not include losses within the PJM Region. Unless a more specific bus distribution is identified and node definition requested, a service

Issued By: Craig Glazer
Vice President, Government Policy
Issued On: November 15, 2004

Effective: January 15, 2005

request shall be granted upon submission of the information set forth in this Section 3.1 without any further confirmation procedures. If a Network Customer under this Service Agreement, prior to the commencement of service or at any time after the commencement of service, identifies a more specific bus distribution and requests a node definition for all or part of its Network Load that is served under state required retail access programs, the Network Customer shall notify both the Transmission Provider and the electric distribution company pursuant to the notification procedure and schedule set forth in the PJM manuals. The Transmission Provider, exercising its independent judgment and expertise, shall have the authority to resolve any difference of opinion that may arise between the Network Customer and the electric distribution company as to the applicable bus distribution or node definition. If confirmed, the more specific bus distribution will not be used for billing and settlement purposes, however, until the notification procedure set forth in the PJM manuals is completed, and in no event until June 1, to correspond with the commencement of the annual planning period.

- 3.2 Network Resources: The Network Customer, as necessary, shall designate from time to time its Network Resources. In the event the Network Resource to be designated is Behind The Meter Generation, the designation must be made before the commencement of a Planning Period as that term is defined in the Operating Agreement and will remain in effect for the entire Planning Period. Such Network Resources must be acceptable to the Transmission Provider as Network Resources in accordance with the Tariff and the Operating Agreement. Designations of resources that have not previously been accepted as Network Resources of any Network Customer or Transmission Customer shall include the information set forth in Section 29.2(v) of the Tariff. Changes in the designation of Network Resources will be treated as an application for modification of service. The Network Customer shall confirm the acceptance of a Network Resource within 15 days of the completion of a System Impact Study or 30 days after completion of a Facilities Study, as is applicable. The Transmission Provider will maintain a current list of Network Resources, which shall be updated from time to time.
- 3.3 Hourly Load: The Network Customer and/or the EDCs delivering to the Network Customer's load shall provide to the Transmission Provider, on a daily basis, hourly loads and an associated bus distribution for the Network Load. For Network Load within the PJM Region, hourly loads required under this Section shall include all losses within such area, including 500 kV transmission losses, other transmission losses, and distribution losses. The Network Customer shall notify the Transmission Provider whether the Network Customer or the EDC or both will submit the hourly loads.
- 3.4 Energy Schedules: The Network Customer shall schedule energy for its hourly loads in accordance with the Appendix to Attachment K of the Tariff.
- 3.5 Interruptible Loads: The Network Customer shall inform or shall arrange for each EDC delivering to Network Customer's load to inform Transmission Provider about the amount and location of any interruptible loads included in the Network Load. This information shall include the summer and winter peak load for each interruptible load (had such load not been interruptible), that portion of each interruptible load subject to interruption, the conditions under which an interruption can be implemented, and any limitations on the duration and frequency of interruptions.
- 3.6 Procedures for Load Determination: The procedures by which an EDC will determine the peak and hourly loads reported to the Transmission Provider under Sections 3.1 and 3.3 may be set forth in a separate schedule to the Tariff for each EDC.

- 3.7 Behind The Meter Generation: For Behind The Meter Generation of a Network Customer that requires metering pursuant to section 14.5 of the Operating Agreement, the Network Customer shall arrange for the Transmission Owner or EDC to provide directly to Transmission Provider information pertaining to such Behind The Meter Generation and the total load at its location as necessary for PJM's planning purposes.
- 4.0 Energy Imbalance Service: The Network Customer will receive Energy Imbalance Service from the Transmission Provider in accordance with Schedule 4 of the Tariff. Energy Imbalance Service is considered to be PJM Interchange and will be charged at the hourly locational marginal price determined pursuant to Section 2 of the Appendix to Attachment K of the Tariff.

- 5.0 Reconciliation Billing: For Network Load within the PJM Region, to the extent required, the Transmission Provider will reconcile the Network Customer's hourly energy responsibilities as initially reported to Transmission Provider and its hourly energy consumption based on, or estimated from, metered usage, and provide corresponding charges and credits to Network Customer. Such reconciliation, if required, shall be made at the same rates as Energy Imbalance Service.
- 6.0 Designation of party subject to reciprocal service obligation: The Network Customer shall comply with Section 6 of the Tariff.
- 7.0 Name(s) of any Intervening Systems providing transmission service: To the extent any Network Resources are located outside the PJM Region, the list of Network Resources maintained by the Transmission Provider referenced in Section 3.2 of these specifications, shall identify any intervening systems needed to deliver those Network Resources to the Network Customer's retail load.
- 8.0 Charges: Service under this Service Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)
- 8.1 Embedded Cost Transmission Charge: The embedded cost transmission charge shall be determined in accordance with the formula set forth in Section 34 of the Tariff.
- 8.2 System Impact and Facilities Study Charges: To the extent Network Resources are located outside, or a new resource is added to, the PJM Region, a System Impact Study and/or Facilities Study Agreement and related charges may be required pursuant to Section 32 of the Tariff.

- 8.3 Direct Assignment Facilities Charge: To the extent that facilities or portions of facilities must be constructed by a Transmission Owner for the sole use or benefit of the Network Customer to accommodate the service requested by the Network Customer, the Network Customer shall be responsible for the cost of such Direct Assignment Facilities, and the charges for such facilities shall be specified at the time that the Transmission Provider determines the facilities that are needed to provide the requested service.
- 8.4 Ancillary Services Charge: In addition to Energy Imbalance Service, Transmission Provider shall bill the Network Customer for ancillary services in accordance with Schedules 1, 1-A, 2, 3, 5, 6, and 9 of the Tariff. To the extent required, the ancillary services charges shall also be reconciled based on any differences between the Network Customer's hourly energy responsibilities as initially reported to Transmission Provider and its hourly energy consumption based on, or estimated from, metered usage.
- 8.5 Other Supporting Facilities Charge: None.
- 8.6 Losses: For Non-Zone Network Load, losses of 3 percent for on-peak hours and 2.5 percent for off-peak hours shall be supplied as set forth in the Appendix to Attachment K of the Tariff.
- 8.7 Other Charges: Transmission Provider shall charge Network Customer any and all other charges set forth in the Tariff applicable to providing Network Integration Service.
- 9.0 Designated Agent: To the extent that a Designated Agent for one or more Network Customers provides to the Transmission Provider any of the information required by these Specifications, it shall provide the information separately for each Network Customer.

CERTIFICATION

I, William B. Goddard, certify that I am a duly authorized officer of Sempra Energy Solutions LLC (Network Customer) and that Sempra Energy Solutions LLC (Network Customer) will not request service under this Service Agreement to assist an Eligible Customer to avoid the reciprocity provision of this Open-Access Transmission Tariff.

William B. Goddard

(Name)

VP Operations

(Name) Title

State of California

}

County of San Diego

}

Subscribed and sworn to (or affirmed) before me on this 15th day of SEPTEMBER, 2009, by William B. Goddard, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Bryan C. White

Signature of Notary

RECEIVED

APR 5 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



(a) The Reliability Committee shall endeavor to impose on any contractors retained to provide technical support or to otherwise assist with the administration of this Agreement a contractual duty of confidentiality that is consistent with this Section.

16.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

16.8 No Implied Waivers. The failure of a Party or the Reliability Committee to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's or the Reliability Committee's right to assert or rely upon any such provisions, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

16.9 No Third Party Beneficiaries. This Agreement is intended to be solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

16.10 Dispute Resolution. Except as otherwise specifically provided in the Operating Agreement, disputes arising under this Agreement shall be subject to the dispute resolution provisions of the Operating Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

COMPANY: Sempra Energy Solutions

BY: *Robert D. King*, President

NAME: *William B. Goddard*

TITLE: Director of Power Operations

DATE: 9-13-00

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 9/18/09, 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") and Sempia Energy Solutions 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 Sept 18, 2009, 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

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

RECEIVED

APR 5 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Network Customer

Sempra Energy Solutions, LLC
401 West A Street, Suite 500
San Diego, CA 92101

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: Michael J. Korras / Sr. V.P. - Operations 9/24/2009
Name Michael J. Korras Title Date

Network Customer

By: Walter Ford VP operations 9/18/2009
Name Title Date



RECEIVED

2010 SEP 30 AM 11:07

PA P.U.C.
SECRETARY'S BUREAU

September 27, 2010

Attn: James J. McNulty, Secretary
Pennsylvania Public Utility Commission
400 North Street - 2nd Floor, Room N201
Commonwealth Keystone Building
Harrisburg, PA 17120

Sempra Energy Solutions LLC
401 West A Street
Suite 500
San Diego, CA 92101
Telephone: 619 684 8000
Facsimile: 619 684 8355
www.rbssempra.com/solutions

A-110141

Re: **Pending Notice of Change in Control**

To Whom It May Concern:

Be advised that on September 20, 2010, Sempra Energy and The Royal Bank of Scotland plc announced that they will sell 100% of their ownership interests in Sempra Energy Solutions LLC to a US subsidiary of a Fortune Global 500 commodities supplier Noble Group Limited ("Noble"). The subsidiary is Noble Americas Gas & Power Corp. ("NAGP"). The pending sale and change in ownership ("Transaction") is expected to close sometime in the 4th quarter of 2010.

Noble is a market leader in managing the global supply chain of agricultural, industrial and energy products. Noble specializes in the origination and delivery of strategic raw materials adding value at each stage of the supply chain. Noble's global supply network encompasses more than 150 offices and plant locations in 38 countries across five continents, with over 11,000 employees that include 68 nationalities. NAGP is a Delaware corporation with its principal place of business in Stamford, Connecticut. NAGP was formed in 2009 to become a power marketer and dealer of other energy products. NAGP transacts for its own account and acts as marketer of electricity, natural gas and natural gas liquids. NAGP sells, markets, and trades wholesale power, capacity, ancillary services and related services in the United States.

Noble's investment grade ratings are Fitch BBB-, S&P BBB- and Moody's Baa3.

As part of the Transaction it is expected the Sempra Energy Solutions LLC will change its name to Noble Americas Energy Solutions LLC ("NAES"), however, the managerial and technical capabilities of NAES will remain unchanged from its current state.

If you have any questions or comments regarding this notice, or would like further information on the expected Transaction, please do not hesitate to contact Greg Bass at (619) 684-8199.

Sincerely,

Greg Bass
Director



November 1, 2010

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street - 2nd Floor, Room N201
Harrisburg, PA 17120

ORIGINAL

Re: A-110141 - Notice of Change in Control and Name Change

Dear Mr. McNulty:

Pursuant to Sempra Energy Solutions LLC's ("SES") license to supply electric generation supplier services to commercial, industrial and governmental customers in all counties within the Commonwealth of Pennsylvania, A-110141, on file with the Pennsylvania Public Service Commission ("PSC"), be advised that on November 1, 2010, Sempra Energy and The Royal Bank of Scotland plc completed the sale of their 100% ownership interests in SES to a U.S. subsidiary of a Fortune Global 500 commodities supplier Noble Group Limited ("Noble"). The subsidiary is Noble Americas Gas & Power Corp. ("NAGP").

Noble is a market leader in managing the global supply chain of agricultural, industrial and energy products. Noble specializes in the origination and delivery of strategic raw materials adding value at each stage of the supply chain. Noble's global supply network encompasses more than 150 offices and plant locations in 38 countries across five continents, with over 11,000 employees that include 68 nationalities. NAGP is a Delaware corporation with its principal place of business in Stamford, Connecticut. NAGP was formed in 2009 and is a FERC-approved power marketer. NAGP sells wholesale natural gas and power, capacity, ancillary services and related services in the United States.

Noble's investment grade ratings are Fitch BBB-, S&P BBB- and Moody's Baa3.

Please note and update your records to reflect that SES changed its name to Noble Americas Energy Solutions LLC ("NAES"). All other information and business aspects with respect to SES/NAES, such as company function, federal tax identification number, Dun & Bradstreet number, office address, operations, managerial and technical expertise, as well as contract obligations, remains unchanged.

RECEIVED

NOV 01 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Noble Americas Energy Solutions
A member of the Noble Group
401 West A Street, Suite 500, San Diego, CA 92101-3017
Tel +877 273 6772 www.noblesolutions.com

59883



If you have any questions or comments regarding this notice please do not hesitate to contact Greg Bass at (619) 684-8199.

Sincerely,

A handwritten signature in black ink that reads 'Greg Bass'. The signature is written in a cursive style with a large, prominent 'G' and 'B'.

Greg Bass
Director – Noble Americas Energy Solutions LLC – F/K/A Sempra Energy Solutions LLC

WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2009

ADMITTED ASSETS

BONDS	\$2,060,239,269
SHORT - TERM INVESTMENTS	21,402,589
STOCKS	0
REAL ESTATE	0
CASH ON HAND AND IN BANK	5,053
PREMIUM IN COURSE OF COLLECTION*	106,852,028
INTEREST ACCRUED	18,645,574
OTHER ASSETS	252,407,271
TOTAL ASSETS	\$2,459,551,784

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$284,403,553
RESERVE FOR LOSSES	1,226,008,303
RESERVE FOR TAXES	1,902,245
FUNDS HELD UNDER REINSURANCE TREATIES	0
OTHER LIABILITIES	139,987,368
TOTAL LIABILITIES	1,652,301,469

CAPITAL: 828,592 SHARES, \$1.85 PAR VALUE	4,503,671
CAPITAL: PAID IN	187,844,877
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	85,912,880
SURPLUS (UNASSIGNED)	528,989,087
SURPLUS TO POLICYHOLDERS	807,250,315
TOTAL	\$2,459,551,784


(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2009.

Sworn before me this 12th March 2010



 Vice President



 Notary Public

August 8, 2011
 My commission expires

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Diane Wright, Notary Public
 City of Philadelphia, Philadelphia County
 My Commission Expires Aug. 8, 2011
 Member, Pennsylvania Association of Notaries