



January 27, 2010

Mr. James J. McNulty, Secretary
Keystone Building, 2nd Floor Room N201
Harrisburg, PA 17120

RE: Submission of Application, Docket Number ^{A-2010-}~~A-2010-~~2152506

Dear Mr. McNulty,


Enclosed is our revised application for approval to provide Electric Generation Supplier services as an Aggregator, Broker/Marketer, Load Serving Entity to the public in the Commonwealth of Pennsylvania, together with the personal Affidavit of Francis X McGovern (following page). We are submitting one signed and verified original, three paper copies, and one CD. One electronic version will be filed.

On October 30, 2009, Clearview Electric Inc. submitted an application for approval to provide Electric Generation Supplier services as an Aggregator, Broker/Marketer, Load Serving Entity to the public in the Commonwealth of Pennsylvania. We subsequently received notices from the PUC of deficiencies in the initial submission and in a letter dated January 13, 2010, pursuant to 52 Pa Code, §1.4(d), the application was returned as unfiled.

Pursuant to the Commission's Final Order, entered February 13, 1997, at M-00960890F0004, we are requesting publication of our Notice of Application filing to all the newspapers as provided by the PUC. Once we have received all Proofs of Notice, we will submit the Affidavit and copies.

Please contact me with any questions, deficiencies, or comments. Any guidance provided by the PUC is greatly appreciated.

Sincerely,


Francis X McGovern
Sr. Vice President

/jlp

Enclosures

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JAN 27 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPLICATION OF CLEARVIEW ELECTRIC INC.

INDEX

Question	Page
1. Identity of the Applicant	1
2. a. Contact Person	1
2. b. Contact Person-PA Emergency Management Agency	1
3. a. Attorney	1
3. b. Registered Agent.....	2
4. Fictitious Name	2
5. Business Entity and Department of State Filings.....	2
6. Affiliates and Predecessors Within Pennsylvania.....	2
APPENDIX F (Question 5)	
Pennsylvania Department of State Business Entity Filing History	
Pennsylvania Department of State Certificate of Authority	
Proof of Notice of Publication for Certificate of Incorporation in Pennsylvania	
Articles of Incorporation	
7. Applicant's Present Operations.....	3
8. Applicant's Proposed Operations.....	3
9. Proposed Services	3
10. Service Area.....	3
11. Customers.....	3
12. FERC Filing	3
13. Start Date.....	3
14. Notice	4
APPENDIX G (Question 14)	
Affidavit	
Copies of UPS Shipping Labels	
15. Taxation	5
16. Compliance	5
17. Standards, Billing Practices, Terms and Conditions of Providing Service and Consumer Education	5
APPENDIX B (Question 15)	
Tax Certification Statement	
APPENDIX C (Question 17 b, c)	
Sales Agreement	
Disclosure Statement	
18. Bonding.....	6

19. A. Financial Fitness	6
APPENDIX A (Question 18)	
License Bond	
APPENDIX H (Question 19 A)	
Profit & Loss Statements	
Balance Sheets	
Dun and Bradstreet Credit Report	
Certificate of Liability Insurance	
19. B. Financial Fitness	7
20. Technical Fitness.....	7
21. Transfer of License	7
APPENDIX I (Question 19 B)	
Professional Resumes	
APPENDIX J (Question 20)	
Technical Resumes	
Marketing Training and Quality Assurance Program	
Business Plans	
Affidavit	
22. Assessment.....	8
23. Uniform Standards of Conduct and Disclosure	8
24. Reporting Requirements	8
25. Further Developments.....	8
26. Falsification.....	8
APPENDIX K (Question 24)	
Affidavit	
27. Fee.....	9
APPENDIX L (Question 27)	
Copy of Check	

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Clearview Electric Inc. for approval to offer, render, furnish, or supply electricity or electric generation services as an Aggregator, Broker/Marketer, Load Serving Entity to the public in the Commonwealth of Pennsylvania.

To the Pennsylvania Public Utility Commission:

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and FAX number of the Applicant are:

Clearview Electric Inc
PO Box 7310
Dallas TX 75209-0310
214-884-1760
877-329-0031 Fax

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

None

2. a. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

Francis X McGovern
PO Box 7310
Dallas TX 75209-0310
214-746-6363
972-546-9991 Fax

- b. **CONTACT PERSON-PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY:** The name, title, address telephone number and FAX number of the person with whom contact should be made by PEMA:

Francis X McGovern
PO Box 7310
Dallas TX 75209-0310
214-746-6363
972-546-9991 Fax

- 3.a. **ATTORNEY:** If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

Mark Foster
Attorney at Law
707 West Tenth Street
Austin, TX 78701
512-708-8700
512-697-0058 Fax

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SECRETARY'S BUREAU

- b. REGISTERED AGENT: If the Applicant does not maintain a principal office in the Commonwealth, the required name, address, telephone number and FAX number of the Applicant's Registered Agent in the Commonwealth are:

Business Filings Incorporated
116 Pine St Ste 320
Harrisburg, PA 17101
800-981-7183 Office
608-827-5501 Fax

4. FICTITIOUS NAME: (select and complete appropriate statement)

The Applicant will not be using a fictitious name.

5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS: (select and complete appropriate statement)

The Applicant is a:

- domestic corporation (none)
 foreign corporation (15 Pa. C.S. §4124)
 domestic limited liability company (15 Pa. C.S. §8913)
 foreign limited liability company (15 Pa. C.S. §8981)
 Other _____

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation.

Clearview is incorporated in the state of Texas. APPENDIX F

Give name and address of officers.

Francis X McGovern
Director – President, Secretary, Major Shareholder
600 N Pearl St S104
Dallas TX 75201

Christine M Robison
Director – Treasurer
600 N Pearl St S104
Dallas TX 75201

Lucy A McGovern
Director
600 N Pearl St S104
Dallas TX 75201

Peter Jucha
Vice President
600 N Pearl St S104
Dallas TX 75201

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA: (select and complete appropriate statement)

The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.

7. **APPLICANT'S PRESENT OPERATIONS:** (select and complete the appropriate statement)

The Applicant is not presently doing business in Pennsylvania.

8. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- Generator and supplier of electric power.
- Municipal generator and supplier of electric power.
- Electric Cooperative and supplier of electric power
- Broker/Marketer engaged in the business of supplying electricity.
- Aggregator engaged in the business of supplying electricity
- Other (Describe): **Load Serving Entity**

9. **PROPOSED SERVICES:** Generally describe the electric services or the electric generation services which the Applicant proposes to offer.

Primarily, Clearview will supply electricity to residential and small business customers.

10. **SERVICE AREA:** Generally describe the geographic area in which Applicant proposes to offer services.

Clearview Electric Inc. intends to offer service statewide

11. **CUSTOMERS:** Applicant proposes to initially provide services to:

- Residential Customers
- Commercial Customers - (25 kW and Under)
- Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):

12. **FERC FILING:** Applicant has:

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- Received approval from FERC to be a Power Marketer at Docket or Case Number _____
- Not applicable

13. **START DATE:** The Applicant proposes to begin delivering services **upon approval by the PA Public Utility Commission.**

14. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, serve a copy of the signed and verified Application with attachments on the following:

Irwin A. Popowsky
Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

William R. Lloyd, Jr.
Commerce Building, Suite 1102
Small Business Advocate
300 North Second Street
Harrisburg, PA 17101

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance
Harrisburg, PA 17128-0946

Any of the following Electric Distribution Companies through whose transmission and distribution facilities the applicant intends to supply customers:

Gary A. Jack, Assistant General Counsel
Duquesne Light Company
411 Seventh Street, MD 16-4
Pittsburgh, PA 15219

John P. Litz, Division Controller
UGI Utilities, Inc.
Electric Division
400 Stewart Road
P.O. Box 3200
Hanover Industrial Estates
Wilkes-Barre, PA 18773-3200

(Metropolitan Edison Company or Pennsylvania Electric Company)
Blaine W. Uplinger, Jr., Director of Governmental and Regulatory Affairs
FirstEnergy
100 APC Building
800 North third Street
Harrisburg, PA 17102-2025

Paul E. Russell, Associate General Counsel
PPL
Two North Ninth Street
Allentown, PA 18108-1179

Carlo L. Ciabattoni, Manage Energy Acquisition
PECO Energy Company
2301 Market Street
Philadelphia, PA 19101-8699
215.841.4210
carlo.ciabattoni@exeloncorp.com

Stephen L. Feld, Attorney
Pennsylvania Power Company
First Energy Corporation
76 South Main Street
Akron, OH 44308

John L. Munsch, Attorney
Allegheny Power
800 Cabin Hill Drive
Greensburg, PA 15601-1689

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, attach Proof of Service of the Application and attachments upon the above named parties. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14.

APPENDIX G

15. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix B to this application.

APPENDIX B

16. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, by name, subject and citation, dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

Neither Clearview Electric Inc., an affiliate, a predecessor of either, nor any person identified in this Application have been convicted of a crime involving fraud or similar activity.

17. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION:** Electricity should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

a. **Contacts for Consumer Service and Complaints:** Provide the name, title, address, telephone number and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission or other agencies.

Joan L. Parker (Primary)
PO Box 7310
Dallas TX 75201
214-884-1760 ext 603
FAX 877-329-0031

Peter Jucha (Alternate)
PO Box 7310
Dallas TX 75201
214-884-1760 ext 610
FAX 877-329-0031

b. Provide a copy of all standard forms or contracts that you use, or propose to use, for service provided to residential customers.

APPENDIX C

c. If proposing to serve Residential and/or Small Commercial (under 25 kW) customers, provide a disclosure statement. A sample disclosure statement is provided as Appendix C to this Application.

APPENDIX C

18. **BONDING:** In accordance with 66 PA. C.S. Section 2809(C) (1)(I), the Applicant is:

- Furnishing a copy of initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000. **APPENDIX A**
- Furnishing proof of other initial security for Commission approval to ensure financial responsibility.
- Filing for a modification to the \$250,000 and furnishing a copy of an initial bond, letter of credit or proof of bonding to the Commission for the amount of \$_____. Applicant is required to provide information supporting an amount less than \$250,000.

At the conclusion of Applicant's first year of operation it is the intention of the Commission to tie security bonds to a percentage of Applicant's gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. The amount of the security bond will be reviewed and adjusted on an annual basis.

19. **FINANCIAL FITNESS:**

A. Applicant shall provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
- Published parent company financial and credit information.
- Applicant's balance sheet and income statement for the most recent fiscal year. Published financial information such as 10K's and 10Q's may be provided, if available. **APPENDIX H**
- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form or other independent financial service reports. **APPENDIX H**
- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee. **APPENDIX H**
- Audited financial statements
- Such other information that demonstrates Applicant's financial fitness.

Clearview is operating at approximately 17,000 meters in New York, Connecticut, and Texas.

B. Applicant must provide the following information:

- Identify Applicant's chief officers including names and their professional resumes.

APPENDIX I

- Provide the name, title, address, telephone number and FAX number of Applicant's custodian for its accounting records.

**Ronald W Robbins
Robbins Tapp Cobb & Associates, PLLC
Plaza of the Americas
600 N Pearl, Suite S2270, LB 146
Dallas TX 75201
214-979-2303
214-979-2423 Fax**

20. **TECHNICAL FITNESS:** To ensure that the present quality and availability of service provided by electric utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- The identity of the Applicant's officers directly responsible for operations, including names and their professional resumes. **APPENDIX J**
- Proposed staffing and employee training commitments
- Business plans **APPENDIX J**
- Documentation of membership in ECAR, MAAC or other regional reliability councils shall be submitted if applicable to the scope and nature of the applicant's proposed services.
- An affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service.

APPENDIX J

21. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa. C.S. Section 2809(D). Transferee will be required to file the appropriate licensing application.

Clearview Electric understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license.

22. **ASSESSMENT:** The Applicant acknowledges that Title 66, Chapter 5, Section 510 grants to the Commission the right to make assessments to recover regulatory expenses and that as a supplier of electricity or an electric generation supplier it will be assessed under that section of the Pennsylvania Code. The Applicant also acknowledges that the continuation of its license as a supplier of electricity or an electric generation supplier will be dependent upon the payment of all prior years' assessments.

Clearview Electric acknowledges that Title 66, Chapter 5, Section 510 grants to the Commission the right to make assessments to recover regulatory expenses, and that as a supplier of electricity, it will be assessed under that section of the Pennsylvania Code.

Clearview Electric also acknowledges that the continuation of its license as a supplier of electricity will be dependent upon the payment of all prior years' assessments.

23. **UNIFORM STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission.

Clearview agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission

24. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate: **APPENDIX K**

- a. Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.

Clearview Electric agrees to provide its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.

- b. The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.

Clearview Electric agrees to transmit to the Department of Revenue by March 15 an annual report, and under oath or affirmation, of the amount of gross receipts received during the prior calendar year.

- c. Applicant shall report to the Commission the following information on an annual basis:

- the percentages of total electricity supplied by each fuel source

Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

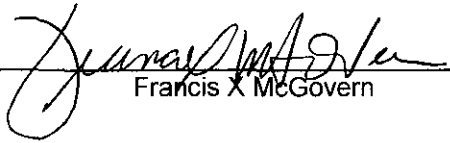
25. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur in the information upon which the Commission relied in approving the original filing.

26. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

27. **FEE:** The Applicant has enclosed the required initial licensing fee of \$350.00 payable to the Commonwealth of Pennsylvania.

Payment was made on October 30, 2009. A copy of the Clearview check, number 1427, for the amount of \$350.00 is attached. APPENDIX L

Applicant: Clearview Electric Inc.

By:  Francis X McGovern

Title: Sr. Vice President

AFFIDAVIT

State of Texas :
 : SS.
County of Dallas :

Francis X McGovern, Affiant, being duly sworn according to law, deposes and says that:

He is the Sr. Vice President of Clearview Electric, Inc.;

That he is authorized to and does make this affidavit for said Applicant;

That Clearview Electric Inc., the Applicant herein, has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa. C.S. § 2809 (B).

That Clearview Electric Inc., the Applicant herein, has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That Clearview Electric Inc., the Applicant herein, acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That Clearview Electric Inc., the Applicant herein, acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

Francis X McGovern
Signature of Affiant

Sworn and subscribed before me this 27th day of JANUARY, 2010.

Joan L Parker
Signature of official administering oath

My commission expires 11/6/2013



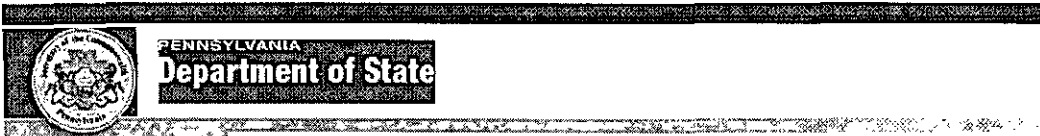
APPENDIX F

**Pennsylvania Department of State Business Entity
Filing History**

**Pennsylvania Department of State Certificate of
Authority**

**Proof of Notice of Publication for Certificate of
Incorporation in Pennsylvania**

Articles of Incorporation



Corporations

[Online Services](#) | [Corporations](#) | [Forms](#) | [Contact Corporations](#) | [Business Services](#)

- Search
- By Business Name
- By Business Entity ID
- Verify
- Verify Certification
- Online Orders
- Register for Online Orders
- Order Good Standing
- Order Certified Documents
- Order Business List
- My Images
- Search for Images

Business Entity Filing History

Date: 11/19/2009 (Select the link above to view the Business Entity's Filing History)

Business Name History

Name	Name Type
Clearview Electric Inc.	Current Name

Business Corporation - Foreign - Information

Entity Number: 3694678
Status: Active
Entity Creation Date: 12/15/2006
State of Business.: TX
Registered Office Address: % Business Filings Incorporated
 PA
 Dauphin
Mailing Address: No Address

Officers

Name: FRANK MCGOVERN
Title: President
Address: 75209 PO BOX 7310
 DALLAS TX 75209

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Commonwealth of PA Privacy Statement

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DEC 16 2009

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

43780

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

JANUARY 26, 2010

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

CLEARVIEW ELECTRIC INC.

I, Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania

do hereby certify that the foregoing and annexed is a true and correct

copy of

CERTIFICATE OF AUTHORITY filed on December 15, 2006

which appear of record in this department.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Pedro A. Cortés

Secretary of the Commonwealth

**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

**Application for Certificate of Authority
(15 Pa.C.S.)**

Entity Number

- Foreign Business Corporation (§ 4124)
- Foreign Nonprofit Corporation (§ 6124)

Name
Business Filings Incorporated

Address
8025 Excelsior Drive, Suite 200

City State Zip Code
Madison, WI 53717

Document will be returned to the name and address you enter to

Commonwealth of Pennsylvania
CERTIFICATE OF AUTHORITY 4 Page(s)



T0635263021

Fee: \$250

Filed in the Department of State on _____

Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned, hereby states that:

1. The name of the corporation is:
Clearview Electric Inc.

2. Complete only when the corporation must adopt a corporate designator for use in Pennsylvania.
The name which the corporation adopts for use in this Commonwealth is:

3. If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following:
The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB-54-311 (Application for Registration of Fictitious Name).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is:
Texas

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

2777 N. Stemmons Hwy, Suite 701, Dallas, Texas 75207

Number and street City State Zip

DSCB:13-4124/6124-2

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street City State Zip County

(b) Name of Commercial Registered Office Provider County Dauphin
 c/o: Business Filings Incorporated

7. Check one of the following.

Business Corporation: The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

Nonprofit Corporation: The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for Certificate of Authority to be signed by a duly authorized officer thereof this 08 day of Dec, 2006

Clearview Electric Inc.
 Name of Corporation

Frank McGovern
 Signature

Frank McGovern, President
 Title

Proof of Notice of Publication in Dauphin County Reporter

213 North Front Street, Harrisburg, PA 17101


Under Acts approved May 16, 1929, P.L. 1784 and April 24, 1931, P.L. 67, 45 P.S. 1 et seq.

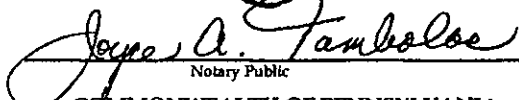
State of Pennsylvania }
County of Dauphin } ss:

Donald Morgan, agent of the Publisher of the Dauphin County Reporter, of the County and State aforesaid, being duly sworn, deposes and says that the Dauphin County Reporter, a legal periodical published in the City of Harrisburg, County and State aforesaid, was established January 1, 1898, and designated the Legal Periodical for Dauphin County, on February 5, 1919, since which date the Dauphin County Reporter has been regularly issued in said County, and that the printed notice of publication attached hereto is exactly the same as was printed and published in the regular editions and issues of the Dauphin County Reporter on the following dates, viz:

JANUARY 12, 2007

Affiant further deposes that he is the Agent of the Publisher of the Dauphin County Reporter, a legal Periodical of general circulation, to verify the foregoing statement under oath, and that neither the affiant nor the Dauphin County Reporter is interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.


Sworn to and subscribed before me this 12th
day of JANUARY, 2007


Notary Public
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Joyce A. Tambolas, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct. 5, 2008
Member, Pennsylvania Association of Notaries

Copy of Notice of Publication

NOTICE IS HEREBY GIVEN that Articles of Incorporation were filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, on December 15, 2006 for the purpose of obtaining a Certificate of Incorporation pursuant to the provisions of the Business Corporation Law of 1988, 15 Pa.C.S. Section 1101. The name of the corporation is Clearview Electric Inc.

The purpose for which the corporation is organized is gas and electric reseller. j12

Statement of Advertising Costs:

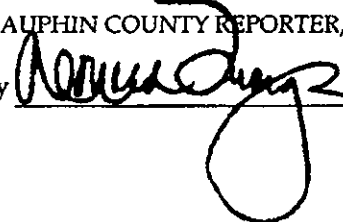
Clearview Electric Inc.

For publishing the notice or
publication attached hereto
on the above stated dates \$ 70.00
Probating same \$ 5.00
Total \$ 75.00

Publisher's Receipt for Advertising Costs

The Dauphin County Reporter, a legal periodical, hereby acknowledges receipt of the aforesaid notice and publication costs and certifies that the same have been duly paid.

DAUPHIN COUNTY REPORTER,

By 

THE PATRIOT NEWS THE SUNDAY PATRIOT NEWS

Proof of Publication

Under Act No. 587, Approved May 16, 1929
Commonwealth of Pennsylvania, County of Dauphin} ss

Joseph A. Dennison, being duly sworn according to law, deposes and says:

That he is the Assistant Controller of The Patriot News Co., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office and place of business at 812 to 818 Market Street, in the City of Harrisburg, County of Dauphin, State of Pennsylvania, owner and publisher of The Patriot-News and The Sunday Patriot-News newspapers of general circulation, printed and published at 812 to 818 Market Street, in the City, County and State aforesaid; that The Patriot-News and The Sunday Patriot-News were established March 4th, 1854, and September 18th, 1949, respectively, and all have been continuously published ever since;

That the printed notice or publication which is securely attached hereto is exactly as printed and published in their regular daily and/or Sunday/ Metro editions which appeared in the 5th day(s) of January 2007. That neither he nor said Company is interested in the subject matter of said printed notice or advertising, and that all of the allegations of this statement as to the time, place and character of publication are true; and

That he has personal knowledge of the facts aforesaid and is duly authorized and empowered to verify this statement on behalf of The Patriot-News Co. aforesaid by virtue and pursuant to a resolution unanimously passed and adopted severally by the stockholders and board of directors of the said Company and subsequently duly recorded in the office for the Recording of Deeds in and for said County of Dauphin in Miscellaneous Book "M", Volume 14, Page 317.

PUBLICATION
COPY

Sworn to and subscribed before me this 5th day of January 2007 A.D.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Terry L. Russell, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires June 6, 2010

Member, Pennsylvania Association of Notaries

NOTARY PUBLIC

NOTICE is hereby given that Applications for Certificate of Authority were filed with the Department of State of the Commonwealth of Pennsylvania at Harrisburg, Pennsylvania, on December 15, 2006 for the purpose of obtaining a Certificate of Incorporation pursuant to the provisions of the Business Corporation Law of 1988, as amended. The Department of State is hereby notified that the corporation is a corporation with a principal office in Harrisburg, Pennsylvania.

BIZ FILINGS
ATTN: MYHIA FOSSHAGE
8025 EXCELSIORE DRIVE, SUITE 200
MADISON, WI 53717



Office of the Secretary of State

CERTIFICATE OF FILING OF

Clearview Electric Inc.
File Number: 800702201

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/31/2006

Effective: 08/31/2006



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams
Secretary of State

**Form 201
(Revised 1/06)**

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512.463-5555
FAX: 512/463-5709
Filing Fee: \$300



**Certificate of Formation
For-profit Corporation**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
AUG 31 2006
Corporations Section

The filing entity being formed is a for-profit corporation. The name of the entity is:

Clearview Electric Inc.

The name must contain the word "corporation," "company," "incorporated," "limited" or an abbreviation of one of these terms.

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

Business Filings Incorporated

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name M.I. Last Name Suffix

C. The business address of the registered agent and the registered office address is:

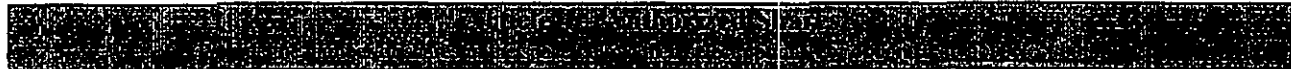
701 Brazos Street, Ste. 360 Austin TX 78701
Street Address City State Zip Code

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are as follows:

Director 1				
Frank McGovern				
First Name	M.I.	Last Name	Suffix	
P.O. Box 7310	Dallas	Texas	75209	United States
Street or Mailing Address	City	State	Zip Code	Country

Director 2:				
First Name	M.I.	Last Name	Suffix	
Street or Mailing Address	City	State	Zip Code	Country

Director 3:				
First Name	M.I.	Last Name	Suffix	
Street or Mailing Address	City	State	Zip Code	Country



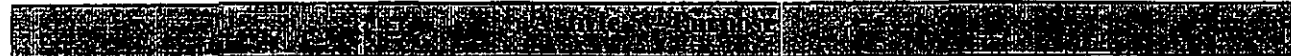
The total number of shares the corporation is authorized to issue is: ten thousand (10,000)

A. The par value of each of the authorized shares is: one cent (\$0.01) per share

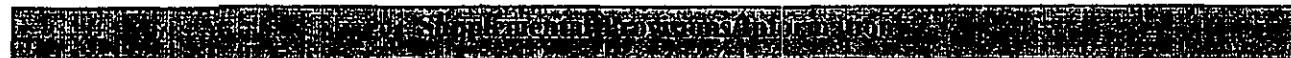
OR

B. The shares shall have no par value.

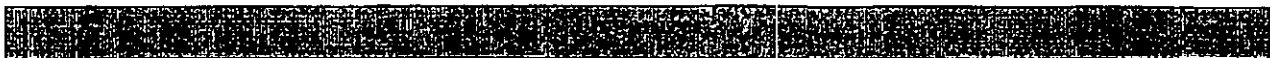
If the shares are to be divided into classes, you must set forth the designation of each class, the number of shares of each class, the par value (or statement of no par value), and the preferences, limitations, and relative rights of each class in the space provided for supplemental information on this form.



The purpose for which the corporation is formed is for the transaction of any and all lawful business for which a for-profit corporation may be organized under the Texas Business Organizations Code.



Text Area: [The attached addendum, if any, is incorporated herein by reference.]



The name and address of the organizer:

Business Filings Incorporated

Name

8025 Excelsior Dr., Suite 200

Madison,

WI

53717

Street or Mailing Address

City

State

Zip Code



- A. This document becomes effective when the document is filed by the secretary of state.
 - B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
 - C. This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:
- _____
- _____



The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: Thursday, August 31, 2006

 Signature of organizer
 Business Filings Incorporated
 Mark Schiff. AVP

APPENDIX G

Affidavit

Copies of UPS Shipping Labels

AFFIDAVIT

State of Texas :
: ss.

County of Dallas :

Francis X McGovern, Affiant, being duly sworn according to law, deposes and says that:

He is the Sr. Vice President of Clearview Electric, Inc.;

That he is authorized to and does make this affidavit for said Applicant;

Clearview Electric Inc. served a copy of the signed and verified Application with attachments on the following:

Irwin A. Popowsky
Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

William R. Lloyd, Jr.
Commerce Building, Suite 1102
Small Business Advocate
300 North Second Street
Harrisburg, PA 17101

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance
Harrisburg, PA 17128-0946

The following Electric Distribution Companies through whose transmission and distribution facilities the applicant intends to supply customers:

Gary A. Jack, Assistant General Counsel
Duquesne Light Company
411 Seventh Street, MD 16-4
Pittsburgh, PA 15219

John P. Litz, Division Controller
UGI Utilities, Inc.
Electric Division
400 Stewart Road
P.O. Box 3200
Hanover Industrial Estates
Wilkes-Barre, PA 18773-3200

(Metropolitan Edison Company or Pennsylvania Electric Company)
Blaine W. Uplinger, Jr., Director of Governmental and Regulatory Affairs
FirstEnergy
100 APC Building
800 North third Street
Harrisburg, PA 17102-2025

Paul E. Russell, Associate General Counsel
PPL
Two North Ninth Street
Allentown, PA 18108-1179

Carlo L. Ciabattoni, Manage Energy Acquisition
PECO Energy Company
2301 Market Street
Philadelphia, PA 19101-8699
215.841.4210
carlo.ciabattoni@exeloncorp.com

Stephen L. Feld, Attorney
Pennsylvania Power Company
First Energy Corporation
76 South Main Street
Akron, OH 44308

John L. Munsch, Attorney
Allegheny Power
800 Cabin Hill Drive
Greensburg, PA 15601-1689

That the facts above set forth are true and correct/true and correct to the best of his knowledge, information, and belief.



Signature of Affiant

Sworn and subscribed before me this 27th day of JANUARY, 2010.



Signature of official administering oath

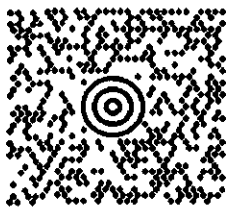



My commission expires 11/6/2013



UPS Internet Shipping: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 - Schedule a same day or future day Pickup to have a UPS driver pickup all of your Internet Shipping packages.
 - Hand the package to any UPS driver in your area.
 - Take your package to any location of The UPS Store[®], UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot[®] or Staples[®]) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.
 - To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com.**Customers with a Daily Pickup**
 - Your driver will pickup your shipment(s) as usual.

FOLD HERE

PETER JUCHA 9728971939 QUALITY TELEPHONE, INC. 600 N PEARL ST, SUITE S104 DALLAS TX 75201	1.0 LBS LTR	1 OF 1
SHIP TO: IRWIN A POPOWSKI OFFICE OF CONSUMER ADVOCATE 5TH FLOOR, FORUM PLACE 555 WALNUT ST HARRISBURG PA 17101-1925		
	PA 171 9-20 	
UPS 2ND DAY AIR		
TRACKING #: 1Z 85T V41 02 9978 9471	2	
		
BILLING: P/P		
<div style="display: flex; justify-content: space-between; align-items: center;"> UPS 12.0.19. WXPNV50 96.0A 10/2009  TM </div>		



Shipment Receipt

Transaction Date: 21 Jan 2010
Tracking Number: 1Z85TV410299789471

Address Information

Ship To: Office of Consumer Advocate Irwin A Popowski 555 Walnut St 5th Floor, Forum Place HARRISBURG PA 17101-1925	Ship From: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939	Return Address: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939
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Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 1.0 lbs	UPS Letter		

UPS Shipping Service and Shipping Options

Service:
UPS 2nd Day Air
Guaranteed By 1:
End of Day Monday, 1/25/2010

Shipping Fees Subtotal:	20.65 USD
Transportation	19.30 USD
Fuel Surcharge	1.35 USD

Additional Shipping Options:

Quantum View	Notify E-mail Notifications:	No Charge
1. pjucha@qtelephone.com Ship; Delivery, Exception		

Payment Information

Bill Shipping Charges to: MasterCard xxxxxxxxxxxx7588

Total Charged:	20.65 USD
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Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

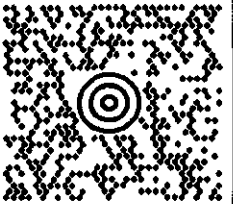


Responsibility for Loss or Damage

Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation, and shippers are prohibited from shipping, packages with a value of more than \$5,000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only. The maximum liability per package assumed by UPS shall not exceed \$5,000, regardless of the value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Tariff and the UPS Terms and Conditions of Service, which can be found at www.ups.com.

UPS Internet Shipping: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 - Schedule a same day or future day Pickup to have a UPS driver pickup all of your Internet Shipping packages.
 - Hand the package to any UPS driver in your area.
 - Take your package to any location of The UPS Store[®], UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot[®] or Staples[®]) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.
 - To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com.**Customers with a Daily Pickup**
 - Your driver will pickup your shipment(s) as usual.

FOLD HERE

PETER JUCHA 9728971939 QUALITY TELEPHONE, INC. PO BOX 7310 DALLAS TX 75209	1.0 LBS LTR	1 OF 1
SHIP TO: WILLIAM R. LLOYD, JR SMALL BUSINESS ADVOCATE COMMERCE BUILDING, STE 1102 300 N SECOND ST HARRISBURG PA 17101-1303		
	PA 171 9-20 	
UPS 2ND DAY AIR		
TRACKING #: 1Z 85T V41 02 9559 2083	2	
		
BILLING: P/P		
 LTS 12.0.19. WXPNAV50 96.0A 10/2009		



Shipment Receipt

Transaction Date: 21 Jan 2010
 Tracking Number: 1Z85TV410295592083

Address Information

Ship To: Small Business Advocate William R. Lloyd, Jr 300 N Second St Commerce Building, Ste 1102 HARRISBURG PA 17101-1303	Ship From: Quality Telephone, Inc. Peter Jucha PO Box 7310 Dallas TX 75209 Telephone: 9728971939	Return Address: Quality Telephone, Inc. Peter Jucha PO Box 7310 Dallas TX 75209 Telephone: 9728971939
--	--	---

Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 1.0lbs	UPS Letter		

UPS Shipping Service and Shipping Options

Service:
UPS 2nd Day Air
Guaranteed By: 1:
End of Day Monday, 1/25/2010

Shipping Fees Subtotal: 20.65 USD
Transportation: 19.30 USD
Fuel Surcharge: 1.35 USD

Additional Shipping Options:
 Quantum View Notify E-mail Notifications: No Charge
 1. pjucha@qtelephone.com Ship; Delivery, Exception

Payment Information

Bill Shipping Charges to: MasterCard xxxxxxxxxxxx7588

Total Charged: 20.65 USD

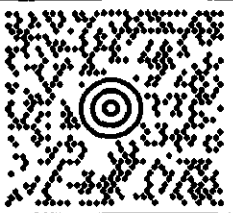



Note: Your invoice may vary from the displayed reference rates.
 * For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage
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3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 - Schedule a same day or future day Pickup to have a UPS driver pickup all of your Internet Shipping packages.
 - Hand the package to any UPS driver in your area.
 - Take your package to any location of The UPS Store[®], UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot[®] or Staples[®]) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.
 - To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com.**Customers with a Daily Pickup**
 - Your driver will pickup your shipment(s) as usual.

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PETER JUCHA 9728971939 QUALITY TELEPHONE, INC. PO BOX 7310 DALLAS TX 75209	1.0 LBS LTR	1 OF 1
SHIP TO: BUREAU OF CONSUMER PROTECTION OFFICE OF THE ATTORNEY GENERAL STRAWBERRY SQUARE, 14TH FL HARRISBURG PA 17120		
	PA 171 9-20 	
UPS 2ND DAY AIR		
TRACKING #: 1Z 85T V41 02 9742 2299	2	
		
BILLING: P/P		
 ™		
<small>UPS 12.0.19. WXPV50 96.0A 10/2009</small>		



Shipment Receipt

Transaction Date: 21 Jan 2010
 Tracking Number: 1Z85TV410297422299

Address Information		
Ship To: Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14th Fl Harrisburg PA 17120	Ship From: Quality Telephone, Inc. Peter Jucha PO Box 7310 Dallas TX 75209 Telephone: 9728971939	Return Address: Quality Telephone, Inc. Peter Jucha PO Box 7310 Dallas TX 75209 Telephone: 9728971939

Package Information				
Weight	Dimensions / Packaging	Declared Value	Reference Numbers	
1. 1.0lbs	UPS Letter			

UPS Shipping Service and Shipping Options	
Service: UPS 2nd Day Air Guaranteed By 1: End of Day Monday, 1/25/2010	
Shipping Fees Subtotal:	20.65 USD
Transportation	19.30 USD
Fuel Surcharge	1.35 USD

Payment Information	
Bill Shipping Charges to:	MasterCard xxxxxxxxxxxx7588
Total Charged:	20.65 USD

Note: Your invoice may vary from the displayed reference rates.
 * For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage
 Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation, and shippers are prohibited from shipping, packages with a value of more than \$5,000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only. The maximum liability per package assumed by UPS shall not exceed \$5,000, regardless of the value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Tariff and the UPS Terms and Conditions of Service, which can be found at www.ups.com.

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 - Schedule a same day or future day Pickup to have a UPS driver pickup all of your Internet Shipping packages.
 - Hand the package to any UPS driver in your area.
 - Take your package to any location of The UPS Store[®], UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot[®] or Staples[®]) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.
 - To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com.**Customers with a Daily Pickup**
 - Your driver will pickup your shipment(s) as usual.

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PETER JUCHA 9728971939 QUALITY TELEPHONE, INC. 600 N PEARL ST, SUITE S104 DALLAS TX 75201	1.0 LBS LTR	1 OF 1
SHIP TO: DEPARTMENT OF REVENUE COMMONWEALTH OF PENNSYLVANIA BUREAU OF COMPLIANCE HARRISBURG PA 17128-0946		
	PA 171 9-20 	
UPS 2ND DAY AIR		
TRACKING #: 1Z 85T V41 02 9729 6104	2	
		
BILLING: P/P		
<small>UPS 12.0.19. WXPNV50 96.0A 10/2009</small>		 TM



Shipment Receipt

Transaction Date: 21 Jan 2010
Tracking Number: 1Z85TV410297296104

Address Information		
Ship To: Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Harrisburg PA 17128-0946	Ship From: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939	Return Address: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939

Package Information				
Weight	Dimensions / Packaging	Declared Value	Reference Numbers	
1. 1.0 lbs	UPS Letter			

UPS Shipping Service and Shipping Options			
Service: UPS 2nd Day Air Guaranteed By: 1: End of Day Monday, 1/25/2010			
Shipping Fees Subtotal:	20.65 USD	Additional Shipping Options:	
Transportation	19.30 USD	Quantum View Notify E-mail Notifications:	No Charge
Fuel Surcharge	1.35 USD	1. pjucha@qtelephone.com Ship, Delivery, Exception	

Payment Information	
Bill Shipping Charges to:	MasterCard xxxxxxxxxxxx7588
Total Charged:	20.65 USD

Note: Your invoice may vary from the displayed reference rates
* For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage
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 - To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com.**Customers with a Daily Pickup**
 - Your driver will pickup your shipment(s) as usual.

FOLD HERE

PETER JUCHA 9728971939 QUALITY TELEPHONE, INC. 600 N PEARL ST, SUITE S104 DALLAS TX 75201	1.0 LBS LTR	1 OF 1
SHIP TO: GARY A. JACK, ASST. GEN. COUNSEL DUQUESNE LIGHT COMPANY 411 SEVENT ST, MD 16-4 PITTSBURGH PA 15219		
	PA 152 9-30 	
UPS 2ND DAY AIR		
TRACKING #: 1Z 85T V41 02 9663 8522	2	
		
BILLING: P/P		
<small>UPS 12.0.19. WXPNNV50 96.0A 10/2009</small>		 TM



Shipment Receipt

Transaction Date: 21 Jan 2010
 Tracking Number: 1Z85TV410296638522

Address Information

Ship To: Duquesne Light Company Gary A. Jack, Asst. Gen. Counsel 411 Seventh St, MD 16-4 Pittsburgh PA 15219	Ship From: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939	Return Address: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939
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Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 1.0 lbs	UPS Letter		

UPS Shipping Service and Shipping Options

Service:
 UPS 2nd Day Air
Guaranteed By:¹
 End of Day Monday, 1/25/2010

Shipping Fees Subtotal:	20.65 USD	Additional Shipping Options:	
Transportation	19.30 USD	Quantum View Notify E-mail Notifications:	No Charge
Fuel Surcharge	1.35 USD	1. pjucha@qtelephone.com Ship; Delivery, Exception	

Payment Information

Bill Shipping Charges to: MasterCard xxxxxxxxxxxx7588

Total Charged: 20.65 USD

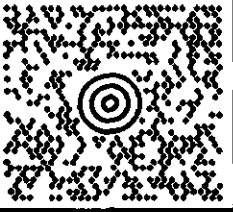

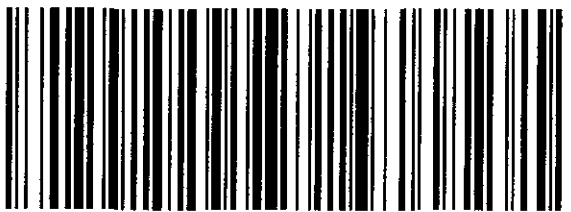

Note: Your invoice may vary from the displayed reference rates.
¹ For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage
 Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation, and shippers are prohibited from shipping, packages with a value of more than \$5,000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only. The maximum liability per package assumed by UPS shall not exceed \$5,000, regardless of the value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Tariff and the UPS Terms and Conditions of Service, which can be found at www.ups.com.

UPS Internet Shipping: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
 2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
 3. **GETTING YOUR SHIPMENT TO UPS Customers without a Daily Pickup**
 - Schedule a same day or future day Pickup to have a UPS driver pickup all of your Internet Shipping packages.
 - Hand the package to any UPS driver in your area.
 - Take your package to any location of The UPS Store[®], UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot[®] or Staples[®]) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.
 - To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com.
- Customers with a Daily Pickup**
- Your driver will pickup your shipment(s) as usual.

FOLD HERE

PETER JUCHA 9728971939 QUALITY TELEPHONE, INC. 600 N PEARL ST, SUITE S104 DALLAS TX 75201	1.0 LBS LTR	1 OF 1
SHIP TO: JOHN P. LITZ, DIVISION CONTROLLER UGI UTILITIES, INC. ELECTRIC DIVI. HANOVER INDUSTRIAL ESTATES 400 STEWART RD WILKES BARRE PA 18706-1457		
	PA 186 9-20 	
UPS 2ND DAY AIR		
TRACKING #: 1Z 85T V41 02 9574 7344		2
		
BILLING: P/P		
<small>UPS 12.0.19. WXPNV50 96.0A 10/2009</small>		 TM



Shipment Receipt

Transaction Date: 21 Jan 2010
 Tracking Number: 1Z85TV410295747344

Address Information

Ship To: UGI Utilities, Inc. Electric Div. John P. Litz, Division Controller 400 Stewart Rd Hanover Industrial Estates WMLKES BARRE PA 18706-1457	Ship From: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939	Return Address: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939
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Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 1.0lbs	UPS Letter		

UPS Shipping Service and Shipping Options

Service:
 UPS 2nd Day Air
Guaranteed By: 1:
 End of Day Monday, 1/25/2010

Shipping Fees Subtotal: 20.65 USD
Transportation: 19.30 USD
Fuel Surcharge: 1.35 USD

Additional Shipping Options:
 Quantum View Notify E-mail Notifications: No Charge
 1. pjucha@qtelephone.com Ship; Delivery, Exception

Payment Information

Bill Shipping Charges to: MasterCard xxxxxxxxxxxx7588

Total Charged: 20.65 USD

Note: Your invoice may vary from the displayed reference rates.
 * For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage
 Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation, and shippers are prohibited from shipping, packages with a value of more than \$5,000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only. The maximum liability per package assumed by UPS shall not exceed \$5,000, regardless of the value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Tariff and the UPS Terms and Conditions of Service, which can be found at www.ups.com.

UPS Internet Shipping: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 - Schedule a same day or future day Pickup to have a UPS driver pickup all of your Internet Shipping packages.
 - Hand the package to any UPS driver in your area.
 - Take your package to any location of The UPS Store[®], UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot[®] or Staples[®]) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.
 - To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com.**Customers with a Daily Pickup**
 - Your driver will pickup your shipment(s) as usual.

FOLD HERE

PETER JUCHA 9728971939 QUALITY TELEPHONE, INC. 600 N PEARL ST, SUITE S104 DALLAS TX 75201	1.0 LBS LTR	1 OF 1
SHIP TO: BLAINE W. UPLINGER, JR. FIRST ENERGY 800 N THIRD ST 100 APC BUILDING DIR. OF GOVERNMENT AND REG. AFFAIRS HARRISBURG PA 17102-2025		
	PA 171 9-20 	
UPS 2ND DAY AIR A.M.		
TRACKING #: 1Z 85T V41 07 9578 9513		2A
		
BILLING: P/P		
<small>UIS 12.0.19. WXPNV50 96.0A 10/2009</small>		 TM



Shipment Receipt

Transaction Date: 21 Jan 2010
 Tracking Number: 1Z85TV410795789513

Address Information

Ship To: First Energy Blaine W. Uplinger, Jr. Dir. of Government and Reg. Affairs 100 APC Building 800 N Third St HARRISBURG PA 17102-2025	Ship From: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939	Return Address: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939
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Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 1.0 lbs	UPS Letter		

UPS Shipping Service and Shipping Options

Service:
UPS 2nd Day Air A.M.
Guaranteed By:¹
10:30 A.M. Monday, 1/25/2010

Shipping Fees Subtotal: 23.97 USD
Transportation: 22.40 USD
Fuel Surcharge: 1.57 USD

Additional Shipping Options:
Quantum View/Notify E-mail Notifications: No Charge
 1. pjucha@qtelephone.com Ship; Delivery, Exception

Payment Information

Bill Shipping Charges to: MasterCard xxxxxxxxxxxx7588

Total Charged: 23.97 USD

Note: Your invoice may vary from the displayed reference rates.

¹ * For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation, and shippers are prohibited from shipping, packages with a value of more than \$5,000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only. The maximum liability per package assumed by UPS shall not exceed \$5,000, regardless of the value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for damage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Tariff and the UPS Terms and Conditions of Service, which can be found at www.ups.com.

UPS Internet Shipping: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 - Schedule a same day or future day Pickup to have a UPS driver pickup all of your Internet Shipping packages.
 - Hand the package to any UPS driver in your area.
 - Take your package to any location of The UPS Store[®], UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot[®] or Staples[®]) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.
 - To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com.**Customers with a Daily Pickup**
 - Your driver will pickup your shipment(s) as usual.

FOLD HERE

PETER JUCHA 9728971939 QUALITY TELEPHONE, INC. 600 N PEARL ST, SUITE S104 DALLAS TX 75201	1.0 LBS LTR	1 OF 1
SHIP TO: CARLO L. CIABATTONI 214-841-4210 PECO ENERGY COMPANY 2301 MARKET ST MANAGE ENERGY ACQUISITION PHILADELPHIA PA 19103-1338		
	PA 191 9-05 	
UPS 2ND DAY AIR		
TRACKING #: 1Z 85T V41 02 9733 9139	2	
		
BILLING: P/P		
 TM		
<small>UPS 12.0.19. WXPNV50 96.0A 10/2009</small>		



Shipment Receipt

Transaction Date: 21 Jan 2010
 Tracking Number: 1Z85TV410297339139

Address Information

Ship To: PECO Energy Company Carlo L. Ciabottoni Manage Energy Acquisition 2301 Market St PHILADELPHIA PA 19103-1338 Telephone: 214-841-4210	Ship From: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939	Return Address: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939
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Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 1.0 lbs	UPS Letter		

UPS Shipping Service and Shipping Options

Service:
UPS 2nd Day Air
Guaranteed By:¹
End of Day Monday, 1/25/2010

Shipping Fees Subtotal:	20.65 USD
Transportation	19.30 USD
Fuel Surcharge	1.35 USD

Additional Shipping Options:
 Quantum View Notify E-mail Notifications: No Charge
 1. pjucha@qtelephone.com Ship; Delivery; Exception

Payment Information

Bill Shipping Charges to: MasterCard xxxxxxxxxxxx7588

Total Charged:	20.65 USD
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Note: Your invoice may vary from the displayed reference rates.
¹ For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage
 Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation, and shippers are prohibited from shipping, packages with a value of more than \$5,000 when the package is shipped as a result of a request for service made through the Internet by a shipper who has a UPS Internet shipping account only. The maximum liability per package assumed by UPS shall not exceed \$5,000, regardless of the value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Tariff and the UPS Terms and Conditions of Service, which can be found at www.ups.com.

UPS Internet Shipping: View/Print Label

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3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 - Schedule a same day or future day Pickup to have a UPS driver pickup all of your Internet Shipping packages.
 - Hand the package to any UPS driver in your area.
 - Take your package to any location of The UPS Store[®], UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot[®] or Staples[®]) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.
 - To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com.**Customers with a Daily Pickup**
 - Your driver will pickup your shipment(s) as usual.

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PETER JUCHA 9728971939 QUALITY TELEPHONE, INC. 600 N PEARL ST, SUITE S104 DALLAS TX 75201	1.0 LBS LTR	1 OF 1
SHIP TO: PAUL E. RUSSELL, ASSOC GEN COUNSEL PPL TWO NORTH NINTH ST ALLENTOWN PA 18101-1139		
	PA 181 9-40 	
UPS NEXT DAY AIR		
TRACKING #: 1Z 85T V41 01 9767 9158		1
		
BILLING: P/P		
<small>UIS 12.0.19. WXPNV50 96.0A 10/2009</small>		 TM



Shipment Receipt

Transaction Date: 21 Jan 2010
Tracking Number: 1Z85TV410197679158

Address Information

Ship To:	Ship From:	Return Address:
PPL	Quality Telephone, Inc.	Quality Telephone, Inc.
Paul E. Russell, Assoc Gen Counsel	Peter Jucha	Peter Jucha
Two North Ninth St	600 N Pearl St, Suite S104	600 N Pearl St, Suite S104
ALLENTOWN PA 18101-1139	DALLAS TX 75201	DALLAS TX 75201
	Telephone: 9728971939	Telephone: 9728971939

Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 1.0 lbs	UPS Letter		

UPS Shipping Service and Shipping Options

Service:
UPS Next Day Air
Guaranteed By¹:
10:30 A.M. Friday, 1/22/2010

Shipping Fees Subtotal:	46.55 USD
Transportation	43.50 USD
Fuel Surcharge	3.05 USD

Additional Shipping Options :

Quantum View/NotifyE-mail Notifications: No Charge
1. pjucha@qtelephone.com Ship; Delivery, Exception

Payment Information

Bill Shipping Charges to: MasterCard xxxxxxxxxxxx7588

Total Charged: 46.55 USD

Note: Your invoice may vary from the displayed reference rates.

¹* For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

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 - Schedule a same day or future day Pickup to have a UPS driver pickup all of your Internet Shipping packages.
 - Hand the package to any UPS driver in your area.
 - Take your package to any location of The UPS Store[®], UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot[®] or Staples[®]) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.
 - To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com.
- Customers with a Daily Pickup**
- Your driver will pickup your shipment(s) as usual.

FOLD HERE

PETER JUCHA 9728971939 QUALITY TELEPHONE, INC. PO BOX 7310 DALLAS TX 75209	1.0 LBS LTR	1 OF 1
SHIP TO: STEPHEN L. FELD, ATTORNEY PENNSYLVANIA POWER COMPANY 76 S MAIN ST FIRST ENERGY CORPORATION AKRON OH 44308-1812		
	OH 443 9-20 	
UPS 2ND DAY AIR		
TRACKING #: 1Z 85T V41 02 9551 0563	2	
		
BILLING: P/P		
<small>UPS 12.0.19. W00PNV50 96.0A 10/2009</small>		 TM



Shipment Receipt

Transaction Date: 21 Jan 2010
Tracking Number: 1Z85TV410295510563

Address Information

Ship To: Pennsylvania Power Company Stephen L. Feld, Attorney First Energy Corporation 76 S Main St AKRON OH 44308-1812	Ship From: Quality Telephone, Inc. Peter Jucha PO Box 7310 Dallas TX 75209 Telephone: 9728971939	Return Address: Quality Telephone, Inc. Peter Jucha PO Box 7310 Dallas TX 75209 Telephone: 9728971939
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Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 1.0 lbs	UPS Letter		

UPS Shipping Service and Shipping Options

Service:
UPS 2nd Day Air
Guaranteed By¹:
End of Day Monday, 1/25/2010

Shipping Fees Subtotal:	16.59 USD
Transportation	15.50 USD
Fuel Surcharge	1.09 USD

Additional Shipping Options:

Quantum View Notify E-mail Notifications:	No Charge
1. pjucha@qtelephone.com Ship; Delivery; Exception	

Payment Information

Bill Shipping Charges to: MasterCard xxxxxxxxxxxx7588

Total Charged:	16.59 USD
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Note: Your invoice may vary from the displayed reference rates.

¹ For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

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3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 - Schedule a same day or future day Pickup to have a UPS driver pickup all of your Internet Shipping packages.
 - Hand the package to any UPS driver in your area.
 - Take your package to any location of The UPS Store[®], UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot[®] or Staples[®]) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are also accepted at Drop Boxes.
 - To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com.**Customers with a Daily Pickup**
 - Your driver will pickup your shipment(s) as usual.

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PETER JUCHA 9728971939 QUALITY TELEPHONE, INC. 600 N PEARL ST, SUITE S104 DALLAS TX 75201	1.0 LBS LTR	1 OF 1
SHIP TO: JOHN L. MUNSCHE, ATTORNEY ALLEGHENY POWER 800 CABIN HILL DR GREENSBURG PA 15601-1650		
	PA 156 9-20 	
UPS 2ND DAY AIR		
TRACKING #: 1Z 85T V41 02 9777 7577		2
		
BILLING: P/P		
<small>UPS 12.0.19. WXP/NVSD 96.0A 10/2009</small>		 TM



Shipment Receipt

Transaction Date: 21 Jan 2010
Tracking Number: 1Z85TV41029777577

Address Information

Ship To: Allegheny Power John L. Munsch, Attorney 800 Cabin Hill Dr GREENSBURG PA 15601-1650	Ship From: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939	Return Address: Quality Telephone, Inc. Peter Jucha 600 N Pearl St, Suite S104 DALLAS TX 75201 Telephone: 9728971939
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Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. 1.0 lbs	UPS Letter		

UPS Shipping Service and Shipping Options

Service:
UPS 2nd Day Air
Guaranteed By 1:
End of Day Monday, 1/25/2010

Shipping Fees Subtotal:	20.65 USD
Transportation	19.30 USD
Fuel Surcharge	1.35 USD

Additional Shipping Options:

Quantum View Notify E-mail Notifications:	No Charge
1. pjucha@qtelephone.com Ship; Delivery, Exception	

Payment Information

Bill Shipping Charges to: MasterCard xxxxxxxxxxxx7588

Total Charged: 20.65 USD

Note: Your invoice may vary from the displayed reference rates.

^{1*} For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage

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APPENDIX B

Tax Certification Statement

APPENDIX B

**COMMONWEALTH OF
PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

**TAX CERTIFICATION
STATEMENT**

A completed Tax Certification Statement must accompany all applications for new licenses, renewals or transfers. Failure to provide the requested information and/or any outstanding state income, corporation, and sales (including failure to file or register) will cause your application to be rejected. If additional space is needed, please use white 8 1/2" x 11" paper. Type or print all information requested.

1. CORPORATE OR APPLICANT NAME Clearview Electric Inc.	2. BUSINESS PHONE NO. (214) 884-1760 CONTACT PERSON(S) FOR TAX ACCOUNTS: Francis X McGovern
---	---

3. TRADE/FICTITIOUS NAME (IF ANY)
N/A

4. LICENSED ADDRESS (STREET, RURAL ROUTE, P.O. BOX NO.) (POST OFFICE) STATE (ZIP)

P. O. Box 7310 Dallas TX 75209

5. TYPE OF ENTITY SOLE PROPRIETOR PARTNERSHIP CORPORATION

8. LIST OWNER(S), GENERAL PARTNERS, OR CORPORATE OFFICER(S)

NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)
Francis X McGovern	_____ - _____ - _____
NAME (PRINT)	_____ - _____ - _____
NAME (PRINT)	_____ - _____ - _____
NAME (PRINT)	_____ - _____ - _____
NAME (PRINT)	_____ - _____ - _____

9. LIST THE FOLLOWING STATE TAX IDENTIFICATION NUMBERS. **(ALL ITEMS: A, B, AND C MUST BE COMPLETED)**

A. SALES TAX LICENSE (8 DIGITS) _____ - _____ - _____ APPLICATION PENDING <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	C. CORPORATE BOX NUMBER (7 DIGITS) 3 6 9 4 6 7 8 APPLICATION PENDING <input type="checkbox"/> N/A <input type="checkbox"/>
B. EMPLOYER ID (EIN) (9 DIGITS) 2 0 - 5 5 2 3 1 6 APPLICATION PENDING <input type="checkbox"/> N/A <input type="checkbox"/>	

10. Do you have PA employees either resident or non-resident? YES NO

11. Do you own any assets or have an office in PA? YES NO

NAME AND PHONE NUMBER OF PERSON(S) RESPONSIBLE FOR FILING TAX RETURNS

Francis X McGovern	Same	Same
PA SALES AND USE TAX	EMPLOYER TAXES	CORPORATE TAXES
214-746-6363	Same	Same
PHONE	PHONE	PHONE

Telephone inquiries about this form may be directed to the Pennsylvania Department of Revenue at the following numbers: (717) 772-2673, TDD# (717) 772-2252 (Hearing Impaired Only)

APPENDIX C

Sales Agreement

Disclosure Statement



P. O. Box 7310
 Dallas TX 75209
 Tel. No. 1.888.884.1760

APPENDIX C

ELECTRICITY SALES AGREEMENT

Customer: _____ Address: _____
 Tel. No: _____
 Contact: _____ SS#/EID #: _____
 Date: _____
 LDC Account Data:
 LDC Name: _____ Account Name: _____
 Service Address: _____

 LDC Account #: _____ Service/Rate Class: _____

CUSTOMER DISCLOSURE STATEMENT

Price	Fixed or Variable
Fixed or Variable and, if variable, how the price is determined	If variable, the price will be the rate plus x%, the utility rate less x% or a similar calculation.
Length of the agreement and end date	_____ months from enrollment effective date
Process customer may use to rescind the agreement without penalty	Customer may rescind by calling toll free number within 3 business days of receipt of the sales agreement or by sending 30 days' written notice prior to the expiration of the contract.
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed service the projected amount of electricity to be consumed by you for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which Clearview Electric Inc. can sell such electricity following the termination.
Amount of Late Payment Fee and method of calculation	1.5% on overdue balances
Provisions for renewal of the agreement	Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at the same terms unless ESCO obtains customer's authorization (written or verifiable oral) after customer has received a written notification of any proposed changes to such terms at least 45 days but no more than 90 days prior to the renewal date (the "Renewal Term"). Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period. The Customer must provide affirmative consent to the renewal.
Guaranteed Savings	There are no guaranteed savings or savings are guaranteed on an annual basis.

Agreement to Sell and Purchase Energy. This is an agreement between Clearview Electric Inc. ("EGS") and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with Clearview Electric Inc. (the "Agreement"). Subject to the terms and conditions of this Agreement, Clearview Electric Inc. agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Clearview Electric Inc. necessary to meet Customer's requirements based upon consumption data obtained by Clearview Electric Inc. or the delivery schedule of the Local Distribution Utility (the "LDU"). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Clearview Electric Inc. or the LDU's delivery schedule.

Term. This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Clearview Electric Inc. is deemed effective by the LDU, and shall renew on a month-to-month basis thereafter. The Customer must provide affirmative consent to the renewal. Clearview Electric Inc. and Customer may cancel or terminate this Agreement without penalty by providing 30 days' advance notice to the other party. The Customer may provide written notice of termination or call Clearview Electric Inc. at 1-888-257-8439 or call their delivery company. Clearview Electric Inc. may terminate this Agreement by providing 30 days' written notice to the Customer.

Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a [x] variable price established each month by Clearview Electric Inc. based upon market conditions plus, in each case, all applicable taxes. Clearview Electric Inc. will invoice Customer monthly for electricity delivered under this Agreement, as measured by the LDU, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either Clearview Electric Inc. or the LDU, or each of the LDU and Clearview Electric Inc. may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the Pennsylvania Public Utility Commission (the "PUC"). In the event of failure to remit payment when due, Clearview Electric Inc. may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). A \$20 fee will be charged for all returned payments.

Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Clearview Electric Inc. Clearview Electric Inc. may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, energy services company, or other entity as authorized by the PUC.

Information Release Authorization. Customer authorizes Clearview Electric Inc. to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; utility account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather. This information may be used by Clearview Electric Inc. to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Clearview Electric Inc. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Clearview Electric Inc. or by calling Clearview Electric Inc. at 1-888-257-8439. Clearview Electric Inc. reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Consumer Protections. The services provided by Clearview Electric Inc. to Customer are governed by the terms and conditions of this Agreement and HEFPA. Clearview Electric Inc. will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Clearview Electric Inc. Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the PUC. Customer may obtain additional information by contacting Clearview Electric Inc. at 1-888-257-8439 or the PUC at 1-888-782-3228, or by writing to the PUC at: Pennsylvania Public Utility Commission, PO Box

3265, Harrisburg, PA 17105, or through its website at: <http://www.puc.state.pa.us/>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.782-3228.

Cancellation. Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Clearview Electric Inc. at 1-800-CLR-VIEW, or in writing. Customer is liable for all Clearview Electric Inc. charges until Customer returns to the LDU or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

Agency. Customer hereby appoints Clearview Electric Inc. as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the LDU needed to deliver electricity to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Title. All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the PJM ISO Clearview Electric Inc. load bus (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. Clearview Electric Inc. will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

Warranty. This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and Clearview Electric Inc. Clearview Electric Inc. makes no representations or warranties other than those expressly set forth in this Agreement, and Clearview Electric Inc. expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure. Clearview Electric Inc. will make commercially reasonable efforts to provide electricity hereunder but Clearview Electric Inc. does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Clearview Electric Inc. ("Force Majeure Events") may result in interruptions in service. Clearview Electric Inc. will not be liable for any such interruptions caused by a Force Majeure Event, and Clearview Electric Inc. is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDU (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Clearview Electric Inc.'s control.

Liability. THE REMEDY IN ANY CLAIM OR SUIT BY CUSTOMER AGAINST CLEARVIEW ELECTRIC INC. WILL BE SOLELY LIMITED TO DIRECT ACTUAL DAMAGES. BY ENTERING INTO THIS AGREEMENT, CUSTOMER WAIVES ANY RIGHT TO ANY OTHER REMEDY IN LAW OR EQUITY. IN NO EVENT WILL EITHER CLEARVIEW ELECTRIC INC. OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

Contact Information. Customer may contact Clearview Electric Inc.'s Customer Service Center at 1-888-257-8439, Monday through Friday, 9:00 a.m. - 7:00 p.m. EST (contact center hours subject to change). Customer may write to Clearview Electric Inc. at: Clearview Electric Inc. P.O. Box 7310, Dallas TX 75209.

Dispute Resolution. In the event of a billing dispute or a disagreement involving Clearview Electric Inc.'s service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Clearview Electric Inc. by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the PUC pursuant to its Complaint Handling Procedures ("Procedures") by calling the PUC at 1.888-782-3228 or by writing to the PUC at: Pennsylvania Public Utility Commission, PO Box 3265, Harrisburg, PA 17105, or through its website at: <http://www.puc.state.pa.us/>. Customer must pay the bill in full, except

for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of PUC.

Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the State of Pennsylvania without regard to the application of its conflicts of law principles.

Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Clearview Electric Inc.'s net income, shall be paid by Customer, and Customer agrees to indemnify Clearview Electric Inc. and hold Clearview Electric Inc. harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Clearview Electric Inc. is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Clearview Electric Inc. shall have the right to cancel this Agreement on 15 days' notice to Customer.

Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

IN WITNESS WHEREOF, Customer and Clearview Electric Inc. have caused this Agreement to be executed as of the date first set forth above.

Clearview Electric Inc.

By: _____

(Customer's Printed Name)

It's: _____

(Customer's Signature)

APPENDIX C

Disclosure Statement for Electric Generation Suppliers

This is an agreement for electric generation service Clearview Electric Inc. and customer's name and full address.

Background

- We at Clearview Electric Inc. are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-110XXX.
- We set the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- If you ask us, we can bill you directly for our service.
- Right of Recision - You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure.

Definitions

- Generation Charge - Charge for production of electricity.
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.
- Nonbasic Charges - *Define each nonbasic service being offered.*

Terms of Service

1. (a) **Basic Service Prices** - *Itemize Basic Services you are billing for and their prices.*

You will pay variable rate per kWh for electric generation service.

Variable rate is based upon current market conditions and can range from 8.9 cents to 17.9 cents, plus all applicable taxes.

You will pay N/A per kWh for electric transmission service.

Suppliers are to include transmission service prices if billed.

- (b) **Nonbasic Service Prices** – *N/A.*

2. **Length of Agreement**

You will buy your electricity generation service for the above street address from Clearview Electric Inc. month-to-month.

3. **Special Terms and Conditions**

N/A

4. **Special Services** -

N/A

5. **Penalties, Fees and Exceptions**

If Customer is invoiced directly by Clearview, Customer will be invoiced monthly for electricity delivered under this Agreement and Customer will pay in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Or Customer may receive a single bill for both commodity and delivery costs from the local distribution utility. In the event of failure to remit payment when due, Clearview may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). A \$20 fee will be charged for all returned payments.

6. Cancellation Provisions

Customer may rescind this Agreement within three (3) business days after the signing or receipt of this Agreement, whichever comes first, by contacting Clearview Electric Inc. at 1-888-884-1760 or in writing. Customer is liable for all Clearview Electric Inc. charges until Customer returns to the local distribution utility or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill which will be trued-up subsequent to the final meter reading.

6. Renewal Provision

N/A

8. Agreement Expiration/Change in Terms

If you have a fixed term agreement with us and it is approaching the expiration date or if we propose to change our terms of service, we will send you written notice in each of our last three bills or in separate mailings before either the expiration date or the effective date of the changes. We will explain your options in these three advance notices.

9. Dispute Procedures

Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

10. Contact Information

Generation Supplier Name: Clearview Electric, Inc.

Address: PO Box 7310

Dallas, TX 75209-0310

Phone Number: 1-888-884-1760

Internet Address: www.clearviewpower.com

Electric Distribution Company Name: _____

Provider of Last Resort Name: _____

Address: _____

Phone Number: _____

Public Utility Commission (PUC) Address: P.O. Box 3265 Harrisburg, PA 17105-3265

Electric Competition Hotline Number: 1-888-782-3228

Universal Service Program Name: _____

Phone Number: _____

APPENDIX H

Profit & Loss Statements

Balance Sheets

Dun and Bradstreet Credit Report

Certificate of Liability Insurance

Clearview Electric
Profit & Loss
January through December 2009

	Jan - Dec 09
Ordinary Income/Expense	
Income	
4100 · Customer Payments	
4111 · ACE	138,790.93
4120 · Mailed in Payments	61,907.09
4150 · Merchant Services	88,777.75
4160 · American Express	69.34
4100 · Customer Payments - Other	8,090.43
Total 4100 · Customer Payments	297,635.54
4300 · Revenue Payments - Sleaving	
4310 · South Jersey Industries - NY	267,797.51
Total 4300 · Revenue Payments - Sleaving	267,797.51
4400 · POR Program	
4405 · Con Ed	57,865.54
4409 · Customized Energy Solutions	674,867.23
4420 · CL&P	567,856.85
4430 · United Illuminated	19,885.80
Total 4400 · POR Program	1,320,475.42
Total Income	1,885,908.47
Expense	
5000 · Electric Wholesale	
5010 · Electric Supply	677,835.44
5020 · Electric Delivery	201,384.37
5000 · Electric Wholesale - Other	17,027.74
Total 5000 · Electric Wholesale	896,247.55
6000 · EC Infosystem	28,974.47
6120 · Bank Service Charges	631.85
6160 · Dues and Subscriptions	171.87
6200 · Interest Expense to CES	36,455.49
6230 · Licenses and Permits	211.19
6240 · Miscellaneous	1,160.00
6270 · Professional & Legal Fees	114,668.80
6290 · Rent	6,153.25
6300 · Repairs Bld and Computers	244.60
6380 · Travel	0.00
6500 · Customer Refund	3,712.71
6700 · Contract Labor	83,254.90
7020 · Bank Charge	9,271.10
7580 · Marketing/Sales	6,192.40
7700 · Customer Aquisition	417,504.67
8070 · Regulatory State Fees	10,346.92
8080 · Franchise State Tax	50.00
8510 · Team Lunch	1,272.06
9000 · Payroll	2,175.00
Total Expense	1,618,698.83
Net Ordinary Income	267,209.64
Other Income/Expense	
Other Income	
4950 · Interest Income	120.57
Total Other Income	120.57
Net Other Income	120.57
Net Income	267,330.21

Clearview Electric
Profit & Loss
 January through December 2008

	Jan - Dec 08
Ordinary Income/Expense	
Income	
4100 · Customer Payments	351,415.55
4200 · QT AGENTS ACH	19,797.38
4400 · POR Program	48,886.85
4900 · Interest Earned	2,056.24
Total Income	422,156.02
Expense	
4000 · Quality Telephone ACH Payments	32,944.37
4500 · PULSE ELECTRIC	0.02
5000 · Electric Wholesale	476,039.11
5350 · ISO NEW YORK	24,890.89
6000 · EC Infosystem	10,038.30
6170 · Equipment Rental	1,500.00
6240 · Miscellaneous	625.80
6250 · Postage and Delivery	25.35
6260 · Printing and Reproduction	270.63
6270 · Professional Fees	240.00
6300 · Repairs	31.67
6350 · Meals and Entertainment	256.45
6500 · Customer Refund	1,676.13
6700 · Contract Labor	25,691.05
6800 · medical Expense	30.00
7020 · Bank Charge	5,803.34
7580 · Marketing/Sales	3,371.00
8070 · Regulatory State Fees	417.00
8080 · Tax, Business	250.00
8510 · Team Lunch	373.75
9000 · Payroll	300.00
Total Expense	584,774.86
Net Ordinary Income	-162,618.84
Other Income/Expense	
Other Income	
7010 · Interest Income	4,443.44
7030 · Other Income	5,286.65
Total Other Income	9,730.09
Net Other Income	9,730.09
Net Income	<u>-152,888.75</u>

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09/02/09
Accrual Basis

Clearview Electric
Profit & Loss
January through December 2007

	Jan - Dec 07
Ordinary Income/Expense	
Income	
4100 · Customer Payments	12,045.32
Total Income	12,045.32
Expense	
5000 · Electric Wholesale	29,970.91
5350 · ISO NEW YORK	-1,411.71
6000 · EC Infosystem	230.42
6120 · Bank Service Charges	50.00
6270 · Professional Fees	-60.66
7020 · Bank Charge	5,462.78
8070 · Regulatory State Fees	1,617.50
8080 · Tax, Business	300.00
Total Expense	36,159.24
Net Ordinary Income	-24,113.92
Other Income/Expense	
Other Income	
7010 · Interest Income	129.29
Total Other Income	129.29
Net Other Income	129.29
Net Income	<u>-23,984.63</u>

Clearview Electric
Balance Sheet
 As of December 31, 2009

	Dec 31, 09
ASSETS	
Current Assets	
Checking/Savings	
1020 · Chase Business - 8869	586.26
1030 · Chase Checking -4952	2,089.75
1040 · Chase CV -9447	12.39
1060 · Chase Money Market #2 -6923	6,164.41
Total Checking/Savings	8,852.81
Accounts Receivable	
1200 · Accounts Receivable	333,617.40
Total Accounts Receivable	333,617.40
Other Current Assets	
1515 · Due from/to Quality Telephone	171,630.69
Total Other Current Assets	171,630.69
Total Current Assets	514,100.90
Other Assets	
1700 · Deposits	
1710 · Deposits - Ercot	13,817.99
1715 · Deposits - Centerpoint	2,212.88
1720 · Deposits - Oncor	2,574.28
1725 · Deposits - BlackRock - NE	360,000.00
1730 · Deposits -Blackrock New York	25,000.00
Total 1700 · Deposits	403,605.15
Total Other Assets	403,605.15
TOTAL ASSETS	917,706.05
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	37,638.69
Total Accounts Payable	37,638.69
Other Current Liabilities	
2300 · Sales Tax Payable	
2320 · CT Sales Tax Payable	43,421.18
2330 · New York Sales Tax Payable	64,625.53
Total 2300 · Sales Tax Payable	108,046.71
Total Other Current Liabilities	108,046.71
Total Current Liabilities	145,685.40
Long Term Liabilities	
2900 · Long Term Loans	
2910 · Loan from F McGovern	30,268.53
2920 · Loan from CES	350,000.00
Total 2900 · Long Term Loans	380,268.53
Total Long Term Liabilities	380,268.53
Total Liabilities	525,953.93

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01/25/10

Accrual Basis

Clearview Electric
Balance Sheet
As of December 31, 2009

	<u>Dec 31, 09</u>
Equity	
3910 · Opening Bal Equity	270,686.35
3920 · Retained Earnings	-146,264.44
Net Income	267,330.21
Total Equity	<u>391,752.12</u>
TOTAL LIABILITIES & EQUITY	<u><u>917,706.05</u></u>

Clearview Electric
Balance Sheet
As of September 2, 2009

Sep 2, 09

ASSETS	
Current Assets	
Checking/Savings	
1020 · Chase Business - 8869	383.76
1030 · Chase Checking -4952	153,909.83
1040 · Chase CV -9447	12.34
1050 · Chase Money Market #1 - 6427	100,000.00
1060 · Chase Money Market #2 -6923	6,000.00
Total Checking/Savings	260,305.93
Total Current Assets	260,305.93
Other Assets	
2100 · Deposits	
2105 · Deposits - Ercot	38,170.65
2110 · Deposits - Centerpoint	1,961.00
2120 · Deposits - Oncor	2,258.76
2130 · Deposits - BlackRock - NE	265,000.00
2140 · Deposits - ISO New York	25,000.00
Total 2100 · Deposits	332,390.41
Total Other Assets	332,390.41
TOTAL ASSETS	592,696.34
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	7,200.00
Total Accounts Payable	7,200.00
Total Current Liabilities	7,200.00
Long Term Liabilities	
3200 · Loan from officers	
3210 · Loan from F McGovern	30,525.00
3220 · Loan from Qtel	232,285.02
3230 · Loan from CES	275,000.00
Total 3200 · Loan from officers	537,810.02
Total Long Term Liabilities	537,810.02
Total Liabilities	545,010.02
Equity	
1110 · Retained Earnings	-176,995.65
3000 · Opening Bal Equity	270,686.35
Net Income	-46,004.38
Total Equity	47,686.32
TOTAL LIABILITIES & EQUITY	592,696.34

Clearview Electric
Balance Sheet
As of December 31, 2008

Dec 31, 08

ASSETS	
Current Assets	
Checking/Savings	
1030 · Chase Checking -4952	12,663.64
1040 · Chase CV -9447	98.04
1050 · Chase Money Market #1 - 6427	105,286.65
1060 · Chase Money Market #2 -6923	6,000.00
1070 · Chase Money Market #3 -7937	10,420.53
Total Checking/Savings	134,468.86
Total Current Assets	134,468.86
Other Assets	
2100 · Deposits	
2105 · Deposits - Ercot	30,204.67
2110 · Deposits - Centerpoint	1,961.00
2120 · Deposits - Oncor	2,258.76
Total 2100 · Deposits	34,424.43
Total Other Assets	34,424.43
TOTAL ASSETS	168,893.29
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
3200 · Loan from officers	
3210 · Loan from F McGovern	15,525.00
3220 · Loan from Qtel	59,677.59
Total 3200 · Loan from officers	75,202.59
Total Long Term Liabilities	75,202.59
Total Liabilities	75,202.59
Equity	
1110 · Retained Earnings	-24,106.90
3000 · Opening Bal Equity	270,686.35
Net Income	-152,888.75
Total Equity	93,690.70
TOTAL LIABILITIES & EQUITY	168,893.29

Clearview Electric
Balance Sheet
 As of December 31, 2007

Dec 31, 07

ASSETS	
Current Assets	
Checking/Savings	
1030 · Chase Checking -4952	8,159.80
1040 · Chase CV -9447	93,127.35
1050 · Chase Money Market #1 - 6427	100,000.00
1060 · Chase Money Market #2 -6923	50,000.00
1070 · Chase Money Market #3 -7937	10,000.00
Total Checking/Savings	261,287.15
Total Current Assets	261,287.15
Other Assets	
2100 · Deposits	
2105 · Deposits - Ercot	500.00
Total 2100 · Deposits	500.00
Total Other Assets	500.00
TOTAL ASSETS	<u>261,787.15</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	-317.30
Total Accounts Payable	-317.30
Total Current Liabilities	-317.30
Long Term Liabilities	
3200 · Loan from officers	
3210 · Loan from F McGovern	525.00
3220 · Loan from Qtel	15,000.00
Total 3200 · Loan from officers	15,525.00
Total Long Term Liabilities	15,525.00
Total Liabilities	15,207.70
Equity	
1110 · Retained Earnings	-122.27
3000 · Opening Bal Equity	270,686.35
Net Income	-23,984.63
Total Equity	246,579.45
TOTAL LIABILITIES & EQUITY	<u>261,787.15</u>

Credit eValuator Report

<p>Clearview Electric 2777 N Stemmons Freeway Dallas, TX 75207 Phone: 214 746-6363 D-U-N-S Number: 78-512-9219</p>	<p>Report as of : September 2, 2009 **</p> <div style="display: flex; align-items: center; justify-content: center;"> <p>Want the most up-to-date information? <u>Upgrade</u> to Auto-Refresh and keep this report current for a year.</p> </div>
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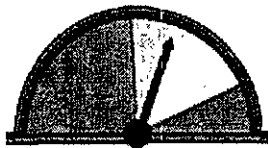
[>Learn more](#)

How much credit should you extend this business?
Upgrade to the Credit eValuator Plus and receive a Credit Limit Recommendation and Payment Trend information on this company

[Learn More](#)
Upgrade Now

****Included with this Credit eValuator Report are continuous tracking of key business changes and free Alert messages in the View My Reports/Alerts page. You can also choose to receive e-mail notifications of the important changes. IMPORTANT NOTE: You will not receive e-mail alerts if you have opted out of receiving communications from D&B.**

Risk Summary



- Unavailable -

Lower Risk
Higher Risk

Risk of Late Payment

Risk of late payment is based on the following prioritized factors in addition to other information in D&B's files:

- Payment information is unavailable in the Dun & Bradstreet files.

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.

Payment Performance Trend

The payment performance trend for this company is Unavailable. The most recent payment information in D&B's files is:

- Payments currently: Unavailable.
- Payments 3 months ago: Unavailable.
- Industry average: on terms.

**Note: Payments to suppliers are averaged weighted by dollar amounts.*

Company Profile

Chief Executive:	Francis X Mcgovern, Ceo	Line of business:
Type of business:	Corporation	Business Associations
Years in business:	3	

Employees total: 2

Legal Filings and Other Important Information

Bankruptcies:	None
Judgments:	None
Liens:	None
Suits:	None
Negative Payment Experiences:	None
Payments Placed for Collection:	None

Need more in-depth information and analysis? [Upgrade](#) to the Comprehensive Insight Plus Report and receive the credit for the amount of your evaluator purchase

This report is prepared and provided under contract for the exclusive use of Francis McGovern , Clearview Electric .

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
01-10-2009

PRODUCER
THE BLACKBURN INS AGCY INC/PHS
3276 P: (866)467-8730 F: (877)905-0457
BOX 33015
SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
QUALITY TELEPHONE, INC.
600 N. PEARL ST. STE 104
DALLAS TX 75201

INSURER A: Hartford Lloyd's Ins Co
INSURER B: Hartford Underwriters Ins Co
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab	46 SBM BF1509	03/15/09	03/15/10	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> FIRE DAMAGE (Any one fire) \$300,000 <input type="checkbox"/> MED EXP (Any one person) \$10,000 <input type="checkbox"/> PERSONAL & ADV INJURY \$1,000,000 <input type="checkbox"/> GENERAL AGGREGATE \$2,000,000 <input type="checkbox"/> PRODUCTS - COM/OP AGG \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	46 SBM BF1509	03/15/09	03/15/10	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	46 WEC GI3087	11/05/08	11/05/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. The certificate holder and CarrAmerica Realty Services, LLC as agent are listed as additional insured.

CERTIFICATE HOLDER **ADDITIONAL INSURED: INSURER LETTER:** A

CANCELLATION

Trizec Plaza of the Americas LP
 c/o Management Office
 Plaza of the Americas
 600 N. Pearl St. Ste 202
 Dallas, TX 75201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John Taylor

APPENDIX I

Professional Resumes

Frank McGovern

President

Clearview Electric, Inc.

A utilities company providing energy services to small businesses and residential consumers. The company currently provides energy services in three states with plans to expand to several more states.

Manager – New Product Development

GTE / Verizon

Responsible for profit and loss, project management and all aspects of bringing new lines of business into the market place, including all market research, marketing, direct marketing, sales, distribution, operations, network design and finances. Brought five new product lines to GTE with a combined 5 year financial projections of \$160 million. Mercer Consulting cited GTE as having the best New Product Development Organization in the Telecom industry.

Staff Manager – Corporate Strategy

GTE / Verizon

Responsible for multiple projects determining the future direction of GTE's Residential local phone service. Projects included the coordination of the 1992 1993 and 1994 consumer market plan followed by GTE's Residential Local Organization. Plans included the development of the long term retail outlet plan, creation of the strategy for residential data, evaluation of the on-line market place, definition and co-development the business plan for a directory assistance product.

Staff Specialist – New Services Regulatory

GTE / Verizon

Developed regulatory support and strategies for business consumer and government products. Products included Centrex, CLASS, and E-911. Testified before State Public Utility Commissions.

Engineering & Operations Positions

General Electric

Engineering Manager

GE Mexican Operations – C.C. Acuna, Mexico

Directed 4 engineers and 12 technicians for start up of a 400 person new factory in Mexico.

Department Supervision

GE Automotive Lighting – Memphis TN

Supervised 87 employees in the production of 2 million light bulbs daily. Initiated a project leading 3 engineers to save \$175,000. Improved the production process by 4%.

Quality Engineer

GE Power Systems – Fitchburg, MA

Supervised 7 employees on 3 shifts for the receipt of incoming components. Managed volume growth increasing from 40 to 80 million dollars without increasing employees.

Project Engineer

GE Power Systems – Lynn, MA

Supervised 15 employees to establish a new warehouse. Moved \$12 million of production to a new facility. Integrated 10,000 parts into a new inventory system.

Computer System Specialist

GE Aerospace Systems – Utica, NY

Designed a PC Based computer network for over 600 PCs. Wrote the front-end code, user's manual and system documentation. Trained employees in the software.

Staff Engineering

Raytheon - Bedford, MA

Developed diagnostic test code for several stages of the Patriot Missile.

EDUCATION

MBA - Marketing

University of Texas, at Austin

MS - Mechanical Engineering

University of Texas, at Austin

BS - Industrial Engineering and Operations Research

University of Mass., at Amherst

Christine M. Robison

Sales Vice President

Clearview Electric, Inc.

Sr Vice President for Sales for Clearview Electric Inc. and Clearview Communications. A utilities company providing energy services to small businesses and residential consumers. The company currently provides energy services in three states with plans to expand to several more states.

Financial Coordinator

Legal Services of Southeastern Michigan, Inc.

Responsible for a wide variety of areas including monthly and year-end reporting of financial status to budget in order to make proper adjustments. Maintenance of General Ledger Revenue/Expense reports and Balance Sheet. Coordinating and completing annual audit with accounting consultants. Submitting monthly and quarterly grant financial reports. Purchasing, Accounts Payable, Grants Receivable. Payroll and Personal, including salary and hourly payroll, monthly and quarterly taxes, benefit and employee policy administration. Legal Services, a non-profit legal firm, has an annual budget of \$1.8 million.

Distribution Manager – Michigan

Frito Lay, Inc.

Responsible for 100% service to sales through a 3 shift shipping operation. Accountabilities included managing an operating budget of over \$4 million annually including supplies, equipment, support staff and shift supervisors. Setting, communicating and meeting department goals and reporting on period performance.

Managed 15 Receiving, 15 Utility employees and one Administrator and all incoming materials worth over \$3 million annually. Accountable for department financial and budget forecasts. Instituted performance measures to improve labor costs 30% and reduce carton inventory from 2 1/2 to 1 weeks, a \$150,000 annual impact.

Financial Coordinator – New York and New England

Frito Lay, Inc.

Responsible for tracking plant operating budget of \$90 million. Managed and developed Support team of 5 administrators including Payroll, Purchasing, Accounts Payable, Accounts Receivable and General Administration. Accountable for the review and publishing of period financial information. Enhanced cost tracking systems to project earnings and expenditures to provide more accurate period and yearend forecasts. Trained, coached and challenged site management to take ownership of appropriate accounts. Dealt with a wide variety of vendors to gain best price and committed service.

Operations Supervisor – Killingsly, CT

Frito Lay, Inc.

Responsible for achieving 100% service to sales through proper scheduling and crewing while striving to achieve quality and cost goals in a safe manner. Managed implementation of ICS (computerized Inventory Controls System) to achieve 100 % production reconciliation and increased labor efficiency. Managed and coached crews up to 30 employees.

David M. Sanchez

New Ventures Manager

Clearview Electric, Inc.

A utilities company providing energy services to small businesses and residential consumers. The company currently provides energy services in three states with plans to expand to several more states.

Senior Activations Analyst -

Affiliated Computer Systems, Dallas, TX

Supervised Activations Department for a Long Distance Communications client which included both a professional analysis staff and a clerical / junior analysis staff. Primary duties included error identification, resolution, and procedural development. Tracked new customer information to ensure data was not compromised by system processes, software problems, or customer input failure. Researched system problems utilizing flowcharting processes and worked closely with programmers to meet production requirements. Tested new systems to ensure user and functionality goals were met. Developed training and procedures manuals for new and existing systems

Senior Production Control Analyst

Excel Telecommunications, Dallas, TX

Responsible for inspecting and testing all MIS products before they were sent to internal and external recipients. Along with one other associate, we trained and developed a 20-person staff in all aspects related to the quality of MIS Products. Jointly, we created positions and trained staff in Job Control, Agent Commissions, Customer Billing, New Customer processes, Customer Correspondence, and special situations. Interacted closely with internal customers and programming staff to determine causes of system and hardware problems and provided workable solutions. Coordinated the setting up of numerous remote facilities as well as moving multiple departments to new facilities.

Financial Analyst

MBNA Information Services, Dallas, TX

Provided administrative support and financial analysis to the End User Computing department. Primary duties for this COBOL and FOCUS programming department included budget forecasting and compilation, corporate client billing, regulatory records control of testing and procedures data, QA and testing of COBOL and FOCUS software changes, client training management, and word processing. Additional duties included assisting programmers in testing and correcting programs to meet critical time requirements.

Operations Analyst

Bank of America, Dallas, TX

Examined operations budget of \$11 million for five regional account research departments. Analyzed variances and explained significant changes. Prepared budget forecasts. Reviewed and explained month-end financial results. Conducted analytical studies of issues and recommended policy and procedures. Key member of the Quality Action Team utilizing management and organizational skills to reduce Proof Operator input errors for Dallas Operations. Supervised the Electronic Service HomeBanking Department. Member of the team which pioneered computer banking to customers.

Rebecca Rhoades-Herrera

Director Information Technology

Clearview Electric, Inc.

A utilities company providing energy services to small businesses and residential consumers. The company currently provides energy services in three states with plans to expand to several more states.

Manager of Information Technologies

Maxim Technologies, Dallas, TX

Managed all aspects of IT projects for Maxim Technologies, a 110 million dollar per year oil and constructions operations. Purchased and managed all hardware and telecommunications equipment for the Maxim. Upgraded and replaced the entire Data and Voice system and infrastructure for Maxim. Developed, implemented and monitored IT policies and procedures.

Brought the company through government and client certification for Y2K compliance. Y2K budget was \$500,000 and delivered solutions for under \$16,000. Implemented a system to continually like the Maxim headquarters with 73 field offices. Through negotiations, reconfigurations, and routing changes save over \$750,000 in Telecommunications expenses.

Network Analyst

CURA Environmental, Dallas, TX

Provided administrative and maintenance support for the Banyan Vines File server. Supported all company PC workstation users and the End User Computing department. Primary duties for this COBOL and FOCUS programming department included budget forecasting and compilation, corporate client billing, regulatory records control of testing and procedures data, QA and testing of COBOL and FOCUS software changes, client training management, and word processing. Additional duties included assisting programmers in testing and correcting programs to meet critical time requirements.

Network Analyst

J.C. Penney, Plano, TX

Set software and coding for multiple hardware and software applications through out the JC Penney's world headquarters. Setup forms and other administrative applications. Supported and assisted in the operation of graphics and type setting equipment for publication applications.

EDUCATION

Bachelor of Science - Management Information Systems Richland College
Associates Degree - Information Systems Collin County Community College

APPENDIX J

Technical Resumes

**Marketing Training and Quality Assurance
Program**

Business Plans

Affidavit

Frank McGovern – President

Mr. McGovern holds the position of president of Clearview. As President and founder of Clearview Mr. McGovern has profitably grown the company to cover 17,000 customers.

Prior positions for Mr. McGovern include roles at Verizon's corporate headquarters in regulatory, mergers and acquisitions, corporate strategy and residential new product development. Mr. McGovern also worked for General Electric in the Aerospace, Power Generations, Automotive, Lighting and International groups, and is a graduate of the GE management school.

Mr. McGovern holds both an MBA and an MS in Engineering from the University of Texas at Austin as well as a BS in Engineering from the University of Massachusetts at Amherst.

Peter Jucha – Vice President, Marketing and Sales

As Vice President for Sales and Marketing for Clearview, Mr. Jucha oversees the constant growth of the company, growth that out paced the industry. Mr. Jucha led the establishment of the company's vast distribution network including ACE Check Cashing (1,400 locations), IPP Payment Networks (4,300 locations), Checkfree Centers (7,200 locations) and others.

Prior to Clearview, Mr. Jucha worked for Citibank Credit Card group in various executive roles, include Marketing, Sales, Operations, Strategy and Acquisitions. Key Highlights of his 20 years with the company were leading the acquisition of the Amoco and Chevron Gas cards as well as the launch of the Citibank American Advantage Card.

Mr. Jucha holds an MBA from Columbia University and a BS in mathematics from Cornell University.

Joan Parker – Director, Operations

Ms. Parker oversees the operations, call center, human resources and purchasing groups. She works closely with the Director of Information Technologies with ongoing enhancements to Clearview operating systems. Ms. Parker also oversees that regulatory compliance mandates are met.

Prior employment has included over two decades in the Risk Management and Environmental Engineering Industries. Ms. Parker was part of the management team at Maxim Technologies, a 1,500 employee engineering consulting firm. Ms. Parker worked in the administrative group that oversaw IT, asset management including 110 locations and a fleet of over 400 vehicles, purchasing, regulatory compliance, human resources, and administration.

Rebecca Rhoades-Herrera – Director of Information Technologies

Ms. Rhoades-Herrera developed and oversees the operating system for Clearview, which is being continuously upgraded.

Prior to Clearview, Ms. Rhoades-Herrera was with Maxim Technologies as head of the companies IT group for 16 years. Ms. Rhoades-Herrera led multiple different projects in both hardware and software for the company.

Nicole Steele – Director of Finance

Ms. Steele currently oversees the finance and accounting for Clearview and has done so for the past two years. Additionally, Ms. Steele manages the complex billing relationships with ERCOT, NYISO NE-ISO and others, and ensures billing accuracy. Ms. Steele currently manages a varied number of reports to ensure the business is operating at full potential.

Prior to her work with Clearview Ms. Steele was head of finance and office manager for Hawkins Roofing, a regional contract and roofing company.

**Clearview
Marketing Training
and
Quality Assurance Program**

**Clearview
Marketing Training and
Quality Assurance Program**

I. Introduction

The goal of Clearview Electric Inc. (Clearview) is to empower customers with the ability to make informed choices regarding the energy products and services offered by Clearview in the evolving competitive retail energy market. To achieve this goal it is necessary for customers during the marketing process and in their interactions with Clearview and its representatives, to be provided relevant and timely information in a clear, comprehensible and lawful manner.

The Clearview Marketing Training and Quality Assurance Program ("Program") provides the requisite training and review standards that will govern the operation of Clearview's marketing programs and modalities. This Program is designed to ensure that all marketing efforts are conducted in a manner consistent with applicable legal standards and best practices, marketing representatives are conversant with the competitive retail energy market and the products and services offered by Clearview, and that the information provided to customers is accurate, relevant, and understandable.

The Program will be implemented under the supervision of the President and/or the Director of Sales and Marketing.

II. Training of Employee Representatives

- A. All individuals hired by Clearview to engage in solicitation or marketing of its products and services will undergo a training program that covers the following components:
1. Information describing the development and current state of the deregulated retail competitive market, focusing upon the differing roles of the Clearview and the local distribution utility.
 2. Knowledge of other applicable laws, rules and regulations;
 3. Information concerning the products and services offered by Clearview, including details of Clearview's rates, payment options, agreement terms, and the customers' right to cancel, including the applicability of any early termination fee;
 4. The requirement to provide the customer with a toll-free number from which the customer may obtain information about Clearview's mechanisms for handling billing questions, disputes, and complaints.
 5. The appropriate manner and attitude to be displayed to customers during the solicitation/marketing process.
- B. In addition to the matters noted above, the training will also emphasize the importance of the following standards:
1. The representative should never make false or misleading representations including misrepresenting rates or savings offered by Clearview.
 2. The representative should always clearly identify himself and state that he/she is soliciting on behalf of Clearview.

3. In the case of in-person marketing, display the Clearview photo-ID.
4. The representative should never represent that the Clearview marketing representative is an employee or representative or acting on behalf of a distribution utility.
5. The representative should always cover the subjects listed in the Customer Disclosure Statement.
6. The representative must adhere to the standards applicable to each type of marketing approach.

Clearview will emphasize that all representatives are obligated to comply with the information and standards provided during the Program and failure to so comply is grounds for immediate termination of employment.

The training will consist of written texts provided to the employee representative as well as classroom instructions provided initially to new employee representative and two sessions per year to all employee representatives.

III. Quality Assurance Program

Clearview will apply various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with Clearview's best practices and training standards. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to incentivize representatives to act responsibly and will be implemented in a workable and effective manner.

A. In-House Telemarketing

1. Clearview will design and review the marketing script to be used for all sales solicitations.
2. All telemarketing will comply with applicable Do-Not-Call laws and regulations.
3. The representative will be provided with current accurate data concerning the products and services offered by Clearview.
4. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
5. Clearview will design and review the script used for telemarketing verification. All representatives must perform recordings and/or verifications through either third party verification companies hired by Clearview or an automated voice verification system owned and operated by Clearview. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm to the customer's intent to either initiate and enroll supply service with Clearview or to continue or modify the service they receive from Clearview.

6. Clearview will on a random and regular basis review a meaningful sample of sales recordings and verifications to ensure that the representative is following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. Clearview will work with the representative to address any identified deficiency. Clearview will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with Clearview's quality control standards.
7. Copies of all Sales Agreements will be mailed within 3 business days after agreement occurs to each customer that is enrolled by Clearview using Sales Agreement forms that have been previously reviewed by Clearview
8. Clearview will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.

B. Electronic and Internet Marketing

1. The website solicitation and materials will be designed to confirm the customer's intent to either initiate and enroll for supply service with Clearview or to continue or modify the service they receive from Clearview.
2. The website will incorporate the matters listed in the Customer Disclosure Statement.
3. The website will include the latest product offers available from Clearview.
4. Within 3 business days of final agreement to initiate service, Clearview will send an electronic confirmation notice to the customer at the customer's e-mail address.
5. Clearview will on a random and regular basis review a meaningful sample of electronic sales to ensure that the website is following the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.

C. Door-to-Door Marketing (DTD)

1. This applies to DTD sales, and are generally defined to mean a sale, lease or rental of consumer goods or services in which the seller or his representative personally solicits the sale, including those in response to or following an invitation by the buyer, and the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller.
2. All DTD sales representatives will, to the maximum possible extent, be retained as employees of Clearview and will be primarily compensated by salary rather than on a commission basis.

3. The following standards will also be emphasized and incorporated in the solicitation script: the need to produce and make visible the Clearview photo-ID; the salesperson shall inform the customer that he/she represents Clearview, an independent energy marketer; inform the customer that the customer's utility will continue to deliver their energy and will respond to any leaks or emergencies; the obligation to provide the customer with written information regarding Clearview's products and services immediately upon request which shall include Clearview's name and telephone number for inquires, verification and complaints; and where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the representative or where the customer or another third party informs the representative of this circumstance, the representative shall either find a representative in the area who is fluent in the customer's language to continue the marketing activity in his/her stead or terminate the in-person contact with the customer.
4. A new salesperson will be accompanied by a Supervisor during their initial marketing visit to ensure that the salesperson conducts the solicitation in accordance with Clearview's standards. The salesperson will be informed of any deficiencies and the corrective action (s) to be taken.
5. All marketing teams will be sent out under the supervision of a Team Supervisor, who will be available to respond to questions and inquiries.
6. All representatives must perform verifications through either third party verification companies hired by Clearview or an automated voice verification system owned and operated by Clearview. *All recordings and TPV will be designed to confirm the customer's intent to either initiate and enroll supply service with Clearview or continue or modify the service they receive from Clearview.* Clearview will design and review the script used for such DTD verification.
7. Clearview will on a random and regular basis conduct in-field reviews of the DTD solicitations to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. Clearview will work with the representative to address any identified deficiency. Clearview will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with Clearview's quality control standards.
8. Clearview will on a random and regular basis review a meaningful sample of verifications to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. Clearview will work with the representative to address any identified deficiency. Clearview will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with Clearview's quality control standards.

9. Clearview will design and review the marketing script and verifications to be used for all DTD sales solicitations.
10. Clearview will conduct background checks on all prospective DTD salespersons to ensure they are suitable for employment with Clearview
11. The DTD salesperson shall be required to wear a shirt and/or jacket provided by Clearview that contains the Clearview logo and otherwise dress in a neat and presentable manner.
12. The DTD salesperson shall be required to wear in a conspicuous location the Clearview photo-ID.

D. In Person Marketing (other than DTD)

1. Clearview will design and review the marketing script to be used for all sales solicitations.
2. The representative will be provided with current accurate data concerning the products and services offered by Clearview
3. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
4. Clearview will on a random and regular basis review the agreements obtained through In-person solicitations to help ensure that best practices and the standards set forth in this Program are being implemented. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. Clearview will work with the representative to address any identified deficiency. Clearview will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with Clearview's quality control standards.
5. Copies of all Sales Agreements will be provided to each customer that is enrolled by Clearview, using Sales Agreement form that have been previously reviewed by Clearview
6. Clearview will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.
7. The salesperson shall be required to wear in a conspicuous location the Clearview photo-ID.

E. Direct Mail Marketing

1. Clearview will review and prepare all materials used in a direct mail solicitation.
2. Customers will be provided with complete copy of the Sales Agreement including the Customer Disclosure Statement.

F. External Marketing

This section outlines the procedures applied by Clearview where it retains the services of outside vendors on a contractual basis to provide marketing services on behalf of Clearview

1. Clearview will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of Clearview.
2. Clearview will require the provision of at least two references.
3. Clearview will require the vendor to conduct marketing activities consistent with the provisions of the Program.
4. Clearview will provide the vendor Clearview's written training materials.
5. Clearview will prepare all sales and verification scripts used by the vendor.
6. The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by Clearview
7. Vendors retained by Clearview must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.
8. Clearview will issue a charge back on any commission related DTD or telemarketing if the account is terminated prior to the completion of two billing cycles.

IV. Dispute Resolution Process

Clearview will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and shall respond promptly to complaints forwarded by the Department.

1. When Clearview receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature.
2. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry to a

Supervisor, who will review the matter and respond to the customer within five (5) business days.

3. Upon receipt of a complaint forwarded by the Commission or other governmental agency, Clearview will respond within ten (10) days and in accordance with the direction provided by the Commission or other agency.
4. In the event of any dispute involving a sales agreement and/or authorization, Clearview will provide a copy of the customer's acceptance of the sales agreement and/or authorization for release of information or provide on-line access to the acceptance and/or authorization within five (5) calendar days after a request from the Department.

V. Document Retention

Clearview will retain written agreements and/or authorizations for two (2) years from the effective date of the agreement and/or authorization or for the length of the agreement whichever is longer.

VI. Modification

The Program may be subsequently modified or revised to accommodate changing business operations, regulatory requirements, and interactions with customers.

CLEARVIEW ELECTRIC INC.

BUSINESS PLANS

SUMMARY

In the US and Canada, the electric and gas markets have deregulated Clearview Electric, Inc. (Clearview) operates in the states of New York, Connecticut, and Texas under NEISO, NYISO, and ERCOT.

Clearview has in place today distribution, management, operations, call center, operating systems, and other key business requirements to succeed in the area of electric supply.

The company has reached 17,000 meters and moving forward the company expects to reach 35,000 meters in the next six months. With the management, back office and distribution in place, and key alliances to support the electric purchasing, Clearview is already positioned to reach this goal.



MARKET OVERVIEW AND HISTORY

In the United States, electric and gas deregulations have expanded to 18 states. Each state has different rules and regulations that impact the ability to compete. In Canada, Ontario has also deregulated.

Clearview is currently operating in Texas, New York, and Connecticut and is applying in Pennsylvania. The company plans to expand in the next 24 months to Maryland, Massachusetts, New Jersey, and Ontario.

The market conditions in Pennsylvania maximize the strength of Clearview allowing the company to strongly compete and respond quickly. The company has a strong network of distribution.

The choice of New York, Connecticut, and Pennsylvania markets were chosen because of the Purchase of Receivable Programs (POR). These programs guarantee funds from residential and small business customers regardless of actual payment status. The company has strong distribution channels in these markets.



CLEARVIEW ELECTRIC OVERVIEW

Clearview is an alternative electric and gas provider set up in 2006 to leverage the deregulated gas and electric markets. The company currently operates in New York, Connecticut and Texas.

Sales, customer support, processing and management staff in place will be used. Office space, computer processing facilities, billing equipment, telecommunications systems will also be shared and are fully functional.

Clearview will leverage an extensive nationwide distribution network exceeding 17,000 locations to reach customers. These distribution channels display posters and counter displays with take one brochures and key distribution locations receive periodic visits from employees to ensure they are knowledgeable about the Clearview services offered.

Future

Today Clearview possesses the foundation to grow the customer base, and, therefore, the revenues. Additional growth will come from Maryland, Massachusetts, New Jersey, Ontario, and other states that have been deregulated and offer POR-like programs.



PRODUCT OFFERING

Clearview will offer similar market based electric products that are being offered in the market place today. The company will offer month-to-month plans and contract plans for residential traditional post-pay and pre-pay customers as well as small businesses.

New York and Connecticut both have plans where the TDSP/ISO/TO bill the end user and remit 97% of the billed amount to the electric company. If the customer defaults, Clearview is still paid by the TDSP. Clearview will be leveraging this program when creating programs for the customers.

Clearview will take a risk-adverse position when offering products. Hence, New York and Connecticut were chosen for the minimized risk.

Residential Plans

Post pay plans are the plans that the vast majority of electric customers are using today. The company will continue to offer variable rate electric plans where the customer's rates change on a month by month basis. The company will also start offering *Green Plans in New York State*. These customers will be billed and serviced from Con-Ed, National Grid, and others.

With New York and Connecticut's POR (purchase of receivables) receivable plan, no risk to Clearview is present and all customers will be on the post pay plans.

Small Business Plans

Small business customers will be treated like residential customers.

Pricing

Clearview will not be the market leader on pricing. However, the company will offer competitive plans that provide the margins needed to profitably sustain and grow the business.

In all markets, Clearview will charge market-based rates, meaning that each month's rates will be set by the estimated wholesale rates with an adder.

Payment Methods

Clearview will have multiple payment methods based on distribution channels, including Ace Cash Express, IPP, CheckFree, MoneyGram, Western Union, and money orders.



MARKETING AND DISTRIBUTION

Based on past success, Clearview Electric Inc. will utilize sales channels in place today.

Distribution

One of the core competencies of Clearview is the ability to leverage and manage a vast distribution network. Clearview will rely on the distribution network set up during the last 3 years. This network covers all states and includes the following:

ACE Cash Express. ACE is in about 30 states with approximately 2,000 stores and more planned. The stores' core business is cashing checks and short term loans although the company does provide utility sign ups and monthly payments. ACE has approximately 475 stores in Texas with 295 in the Oncor and CenterPoint service areas.

Western Union & Moneygram: These two companies have close to 70,000 distribution channels between them. The companies' primary business is wire transfer, although the company does provide utility sign ups and monthly payments.

IPP, Checkfree, AmeriPay, Fidelity, and Global Express: These five companies represent the largest companies taking payments through payment networks. These companies install software or have web sites so that a small store can take utility payments, sell cell phone minutes, and transfer money.

With these networks, Clearview can activate new customers and take customer payments in multitudes of locations. These companies represent nearly 1,100 store front locations in the New York Con-Ed area.

National number of stores for each store front.

Check Free	7,300
IPP	6,600
AmeriCash	1,100
Fidelity	9,700
Global Express	4,400

Advertising

Several methods have been used but point of sale material and print advertising have been the two most effective.

- a) **Point of Sale Material:** With the volumes of distribution channels, the company leverages the relationship by stocking stores with take-one brochures, holders, signage, and entry way displays.
- b) **Targeted Print:** Certain publications appear to reach customers consistently. These have not been determined in the Pennsylvania markets, but they will be tried and experimented with.



WHOLESALE MANAGEMENT

The company will be looking mainly to external companies for support in the area of wholesale management and forecasting.

Relationship of wholesale costs and retail pricing.

Wholesale management is critical to the company for the maximization of margins. However, it should be noted that the company's retail pricing will reflect a pass-through of wholesale pricing. The company agreements with customers and price plans state pricing will be variable.

Sourcing

In the Pennsylvania market, the company will purchase in the Day-Ahead market. Additionally, Clearview will have agreements with Shell Trading and/or Eagle to procure electricity at the optimal rates. The company will expand contracts with those in Pennsylvania to other generator/suppliers in the Pennsylvania markets if needed and if the company can find value over the Day-Ahead-Market.

Forecasting

In all markets, Clearview will be limited to residential and small business. These customers have behavioral patterns that can be projected using existing models and models supplied by consultants of Clearview.

In the northeast states, currently New York and Connecticut, Clearview will rely on Customized Energy Solutions of Pennsylvania.



AFFIDAVIT

State of Texas

:

: SS.

County of Dallas


:

Francis X McGovern, Affiant, being duly sworn according to law, deposes and says that:

He is the Sr. Vice President of Clearview Electric, Inc.;

That he is authorized to and does make this affidavit for said Applicant;

That Clearview Electric Inc., the Applicant herein, asserts that it will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that it agrees to comply with the operational requirements of the control area(s) within which it provides retail service.


Signature of Affiant

Sworn and subscribed before me this 27th day of JANUARY, 2010.


Signature of official administering oath

My commission expires 11/6/2013



APPENDIX K

Affidavit

AFFIDAVIT

State of Texas :
 : ss.
County of Dallas :

Francis X McGovern, Affiant, being duly sworn according to law, deposes and says that:

He is the Sr. Vice President of Clearview Electric, Inc.;

That he is authorized to and does make this affidavit for said Applicant;

That Clearview Electric Inc., the Applicant herein, acknowledges that Clearview Electric Inc. may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That Clearview Electric Inc., the Applicant herein, asserts that it possesses the requisite technical, managerial, and financial fitness to render electric service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

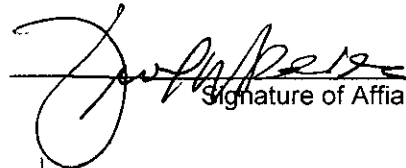
That Clearview Electric Inc., the Applicant herein, certifies to the Commission that it is subject to, will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 28 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional Gross Receipts and power sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

As provided by 66 Pa. C.S. §2810 (C)(6)(iv), Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

That Clearview Electric Inc., the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, §2807 (C), §2807(D)(2), §2809(B) and the standards and billing practices of 52 PA. Code Chapter 56.

That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Bureau of Public Liaison or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.


Signature of Affiant

Sworn and subscribed before me this 27th day of JANUARY, 2010.


Signature of official administering oath

My commission expires 11/6/2013

