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PAUL F. FORSHAY
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February 1, 2010

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VIA FEDERAL EXPRESS

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

Re: Champion Energy Services, LLC
Request to Amend Electric Generation Supplier License
Docket No. A-2009-2124113

Dear Secretary McNulty:

Champion Energy Services, LLC ("Champion") respectfully requests that the Commission amend the Electric Generation Supplier License issued to Champion on October 15, 2009 to include service to residential customers. Attached is Champion's Residential Disclosure Statement, which has been reviewed and approved by the Bureau of Consumer Services. This submission includes an original, three hard copies and a cd version of this letter and the attached Disclosure Statement.

Champion will proceed to have notices of this application to amend its license published in the following newspapers:

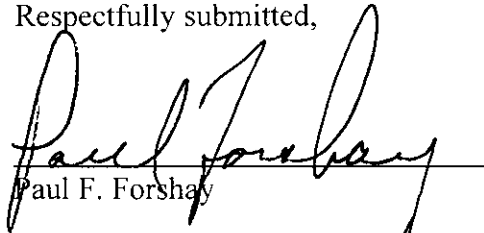
Philadelphia Inquirer
Pittsburgh Post-Gazette
The Patriot News
Erie Times - News
Scranton Times
Williamsport Sun Gazette

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One extra copy of this letter also is attached. Please date stamp this copy and return it to me in the attached self-addressed stamped envelope.

If you have any questions concerning this request, please contact me at 202-383-0708 or paul.forshay@sutherland.com. Thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Paul Forshay", written over a horizontal line.

Paul F. Forshay

*Attorney for
Champion Energy Services, LLC*

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PA PUBLIC UTILITY COMMISSION
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Champion Energy Services, LLC
Pennsylvania Residential Terms of Service and Customer Agreement

The following is your Terms of Service ("Agreement") with Champion Energy Services LLC ("Champion Energy" or "Champion") for the purchase of residential electricity service. Champion Energy agrees to sell and Customer agrees to buy the quantity of electricity necessary delivered to you, as measured or estimated by your Electric Distribution Company ("EDC"). Champion Energy is an Electric Generation Supplier ("EGS") and as such will, in accordance with the terms of this Agreement, arrange for the delivery of electricity from your EDC to your residence. The words "we," "us," and "our" refer to Champion Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement for your records.

Background: Champion Energy is licensed by the Pennsylvania Public Utility Commission as an EGS to offer and supply electric generation services in Pennsylvania. Champion Energy's license number is A-2009-2124113. Champion Energy sets the Electric Generation Service Charge and the Public Utilities Commission ("PUC") regulates electric distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates electric transmission prices and services.

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.

Terms of Service: The essential terms of your electric generation service are as follows:

1. **Eligibility.** Champion Energy does not deny residential electric service or determine eligibility for pricing based on credit history, utility payment data or credit score. Champion does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.
2. **Term.** You will buy your electric generation service from Champion Energy beginning on a date set by your electric distribution company (EDC) and will continue for 12 months ("Initial Term").

Change in Terms: If you have a fixed term agreement with Champion Energy and it is approaching the expiration date, renewal period or if we propose to change terms of service, we will send you two (2) advance notices either in your bill or in separate mailings between 45 and 90 days before either the expiration date or the effective date of the changes. We will explain your options in these two (2) advance notices.

3. **Pricing, Billing and Payment Terms.** You will receive a single bill from your EDC that includes our generation supply charges (as outlined in this terms of service), as well as the EDC's delivery charges. Your contract price for generation supply charges for the term of your agreement is ___per kWh. This contract price includes Electric Generation Service Charges, Transmission Charges and Gross Receipts Tax, but

excludes applicable state and local sales taxes and the Distribution Charges from your local EDC, PPL Electric Utilities. Your payment will be due to the EDC by the date specified in the EDC bill.

4. **Access to Customer Information:** Customer understands that by executing this Agreement, Champion Energy will be provided certain basic information about Customer by the EDC, including, but not limited to, account number, data about meter readings, rate class and electric usage, Customer's address(es) and telephone number, and whether or not Customer is on a budget billing plan or payment arrangement or as otherwise approved by the PUC Bureau of Consumer Services. Customer further understands that the EDC is required by PUC to communicate with Customer following a notice of change of EGS to confirm the change was authorized.
5. **Dispute Resolution.** In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact the EDC regarding any billing dispute, and should contact Champion Energy in writing at 13831 Northwest Freeway, Suite 500, Houston, TX 77040 or by telephone at 1.877.653.5090 for any terms of service dispute. If, after discussing your problem with Champion or the EDC you remain dissatisfied, you may file an informal complaint with the Public Utility Commission. You may file an informal complaint by telephoning the Utility Choice Hotline at 1-800-692-7380, or by writing to the following address: Public

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Utility Commission, Box 3265, Harrisburg, Pennsylvania 17120.

6. **Consumer Protections.** The services provided by Champion Energy are protected by the terms and conditions of this Agreement and the Pennsylvania Public Utilities Commission ("PUC"). The complete text of the PUC Customer Protection Rules referenced herein can be found in the Pennsylvania Code, Title 52, Public Utilities at:
<http://www.pacode.com/secure/data/052/chapter54/subchapAtoc.html>; and
<http://www.pacode.com/secure/data/052/chapter56/chap56toc.html>
7. **Customer's Right to Rescind or Cancel Services:** You may rescind this Agreement without fee or penalty of any kind within three (3) business days of receiving this Agreement. You may rescind either by phone at 1.877.653.5090 (toll free), fax at 281.653.5080, or email at support@championenergyservices.com. Please provide your name, address, phone number and a statement that you are rescinding your Agreement under the three (3) day Right of Rescission. After your service begins, you may cancel services during the Initial Term but you will be charged an Early Cancellation Fee of \$100. When you cancel services, you agree to pay for the services provided by Champion Energy through the date you are switched to another EGS or returned to the EDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Champion Energy gives the EDC notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC.
8. **Champion Energy's Right to Cancel Service.** Champion Energy reserves the right to cancel this agreement (i) if your EDC is unable to read your meter for three (3) months in a row; (ii) if at any time you request separate bills from your EDC and Champion Energy Solutions; or (iii) if the EDC removes you from their consolidated billing program and requires that Champion Energy bill you separately for your electricity generation. You agree to pay for the services provided by Champion Energy through the date you are switched to another EGS or returned to the EDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Champion Energy gives notice to the EDC of your cancellation request. We will
9. **Default Liability.** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY (WHICH WILL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING TWELVE MONTHS). SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY ARE HEREBY WAIVED. IN NO EVENT SHALL CUSTOMER OR CHAMPION BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM A BREACH OF THIS AGREEMENT.
10. **Governing Law.** Venue for any lawsuit brought to enforce any term or condition of this agreement or to construe the terms hereof shall be exclusively in the Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Champion's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, or Champion is otherwise prevented, prohibited or frustrated from carrying out this Agreement, Champion shall have the right to cancel this Agreement upon thirty (30) days' notice.
11. **Assignment.** You may not assign this Agreement, in whole or part, or any of your rights or obligations hereunder, without prior consent from Champion Energy; which shall be executed in writing by Champion, Customer, and any party to whom the Agreement is being assigned. Nothing in this Agreement shall create, or be construed as creating;

Champion Energy Services, LLC
Pennsylvania Residential Terms of Service and Customer Agreement

any express or implied rights in any person or entity other than Champion and Customer. Customer hereby acknowledges and consents that Champion may freely pledge, assign, or subrogate all of its rights hereunder as Champion may deem necessary. In the event any other provision of this Agreement shall be deemed to prohibit or otherwise restrict Champion's right to assign, subrogate or pledge its rights hereunder, this provision shall control.

- 12. Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.
- 13. No Warranties.** Unless otherwise expressly set forth in this Agreement, Champion Energy provides and Customer receives no warranties, express or implied, statutory, or otherwise and Champion specifically disclaims any warranty of merchantability or fitness for a particular purpose.
- 14. Delay or Failure to Exercise Rights.** No partial performance, delay or failure on the part of Champion Energy in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.
- 15. Force Majeure.** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the EDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.
- 16. Pennsylvania and Laws.** Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.
- 17. Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.
- 18. Acceptance and Amendments.** This Agreement shall not become effective until accepted by Champion Energy. Champion may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Champion will supply Customer with a current version of this document annually and upon request.
- 19. CONTACT INFORMATION**
- Generation Supplier
Champion Energy Services, LLC
13831 Northwest Freeway; Suite 500
Houston, TX 77040
Toll-Free Telephone: 1-877-653-5090
www.championenergyservices.com
support@championenergyservices.com
- Electric Distribution Company and Provider of Last Resort
PPL Electric Utilities
827 Hausman Road
Allentown, PA 18104
Toll Free Telephone: 1-800-342-5775
- Public Utility Commission (PUC)
PO Box 3265
Harrisburg, PA 17105-3265
Utility Choice Hotline: 1-800-692-7380
- Universal Service Program:
Your EDC has programs available to customers who are on a limited or fixed income to assist them with utility bills. Contact PPL Electric Utilities at 1-800-342-5775.

Certificate Of Service

I hereby certify that I have this day served by U.S. Mail a true copy of Champion Energy Services, LLC's Request to Amend upon the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54.

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

Frank M. Nadolny,
General Manager of Regulatory Affairs Unit
Duquesne Light Company
411 Seventh Street
P.O. Box 1930
Pittsburgh, PA 15230-1930

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

Metropolitan Edison Company
Blain W. Uplinger, Jr.,
Director of Governmental and Regulatory Affairs
First Energy
100 APC Building, 800 North Third Street
Harrisburg, PA 17102-2025

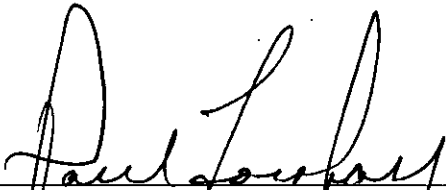
Paul E. Russell
Associate General Counsel
PPL
Two North Ninth Street
Allentown, PA 18108-1179

Carlo L. Ciabattoni
Manager Energy Acquisition
PECO Energy Company
2301 Market Street
Philadelphia, PA 19101-8699

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

Dated this 1st day of February, 2010.


Paul F. Forshay
Counsel for Champion Energy Services, LLC

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SECRETARY'S BUREAU

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Sutherland Asbill & Brennan LL
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Washington, DC 20004



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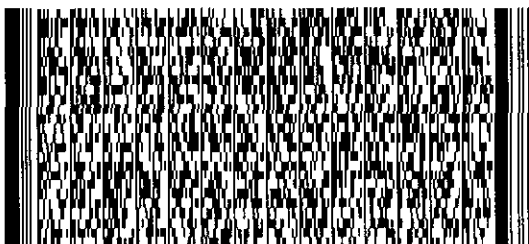
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James McNulty, Secretary
PA Public Utility Commission
400 NORTH ST 2nd Fl Rm N201
Commonwealth Keystone Building
HARRISBURG, PA 17120

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