

Respond Power, LLC
16 Squadron Blvd.
Suite 104
New City, New York 10956

February 22, 2010

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

RE: Respond Power application to supply electric generation

Dear Sir or Madam:

I am in receipt of your letter dated February 18, 2010 (copy enclosed). Please be advised that I have contacted our bank and they informed me that it takes 3-4 weeks to set up a letter of credit. I have begun the process and will forward the approved letter of credit once it is complete. I respectfully request that the Commission allows us the time needed to complete the application requirements.

If you have any questions, please call me at 845-480-7430.

Very truly yours,



David Sobel

RECEIVED

FEB 22 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

From: Origin ID: PSBA (718) 234-1262
David Sobel
Major Energy Services
16 Squadron Blvd.
Suite 104
New City, NY 10956



Ship Date: 22FEB10
ActWgt: 0.5 LB
CAD: 5690048/WSX12200

Delivery Address Bar Code



Ref # DS-PA PUC - Respond
Invoice #
PO #
Dept #

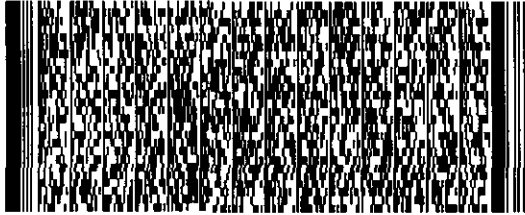
SHIP TO: (717) 787-8763

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

RELEASE#: 3785346

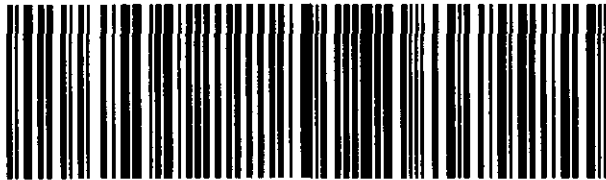
THU - 25 FEB A1
EXPRESS SAVER

TRK# 7932 9059 3354
0201



17120
PA-US
MDT

SH MDTA



586274/73A044

This AWB label should print in full on one page. If the label does not print completely on one page use the [shrink to fit] or [whole page] option on your page settings, or change all the page margins to 0.7cm.

Please call your local office for further assistance if required.

WARNING: USE ONLY THE PRINTED ORIGINAL LABELS FOR SHIPPING TO ENSURE THE TIMELY DELIVERY OF YOUR PACKAGE.

CONDITIONS OF CONTRACT Definitions: On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries, affiliates and branches and their respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates in the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The "backlogs" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, facsimile, mailboxes or other means. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill Agreement To Terms. By processing and giving us your shipment, you agree, regardless of whether you sign the front of this Air Waybill, for yourself and as agent for and on behalf of any other person having an interest in this shipment, to all terms on this NON-NEGOTIABLE Air Waybill, and as appropriate, to all terms in any FedEx transportation agreement between you and FedEx covering this shipment and in any applicable tariff, and in our current applicable Service Guide, or Standard Conditions of Carriage, copies of which are available upon request. If there is a conflict between this Air Waybill and any such document then in effect, the transportation agreement, tariff, Service Guide or Standard Conditions of Carriage will control in that order of priority. No one is authorized to alter or modify the terms of our agreement. This Air Waybill shall be binding on us when the shipment is accepted. We may use this Air Waybill with an employee number as our signature, or our printed name shall be sufficient to constitute our signature of this Air Waybill. Your Obligations - Printed Signature: You acknowledge that if you process shipments to locations outside the country where your shipment originates, you agree, in lieu of a printed signature on the Air Waybill, the name of the person completing the Air Waybill for all such shipments tendered to FedEx by you in this application. You further acknowledge that such printed name shall be sufficient to constitute your signature on the Air Waybill and acceptance of FedEx's terms and conditions of carriage for purposes of the Warsaw Convention, an international treaty related to international carriage by air and any of its subsequent amendments and protocols thereto, (collectively "the Warsaw Convention") and for all other purposes. You warrant that each article in each shipment is properly described on the Air Waybill and any export documents, is acceptable for transport by FedEx, and that the shipment is properly marked, addressed and packed to ensure safe transportation, including any handling. You are responsible for all charges, including transportation charges and possible surcharges and customs and duties assessments, including fees related to our payment of the same, governmental penalties and fines, taxes and FedEx's legal costs related to your shipment. Air Carriage Notice: THE CARRIAGE OF YOUR SHIPMENT BY AIR INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE. THE WARSAW CONVENTION MAY BE APPLICABLE, WHICH TREATY WOULD THEN GOVERN AND IN MOST CASES LIMIT FEDEX'S LIABILITY FOR LOSS, DELAY OF, SHORTAGE, MISDELIVERY, NONDELIVERY, MISINFORMATION, DAMAGE OR FAILURE TO PROVIDE INFORMATION IN CONNECTION WITH YOUR SHIPMENT. In certain countries, the Warsaw Convention limits FedEx's liability to U.S. \$9.07 per pound (U.S. \$20.38 per kilogram or equivalent local currency for the country of origin), unless a higher value for carriage is declared as described below and you pay any applicable regulatory charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx's domestic operations. Road Transport Notice: Shipments transported partly or solely by road, bear an implied agreement to do so or not, into or from a country which is a party to the Convention on the Contract for the International Carriage of Goods by Road (the "CMR"). The CMR is subject to the terms and conditions of the CMR, notwithstanding any other provision referred to or in this Air Waybill to the contrary except that the higher limit of liability set forth in this application shall remain applicable as opposed to those set forth in the CMR. Limitation of Liability: If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other governmental regulations, orders, or requirements, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. FedEx does not provide such liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) or U.S. \$20.38 per pound (U.S. \$20.38 per kilogram or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and you pay any applicable regulatory charges, whichever is greater, in Canada, the maximum declared value allowed for customs and carriage per Air Waybill for each FedEx Letter and FedEx Pak is US\$100. For other shipments, in particular shipments of extraordinary value, including but not limited to jewelry, artwork, antiques, precious metals, and furs and fur clothing, the declared value of carriage is limited and depends on the contents and the destination of the shipment. Please check the applicable Service Guide, Standard Conditions of Carriage, transportation agreement, tariff, or Standard Conditions for an explanation of the declared value limits. If you need more than one package using a single Air Waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment. For shipments tendered for FedEx Ground service please reference the applicable Service Guide. Liability Not Assumed. IN ANY EVENT, SUBJECT TO THE SERVICE CONDITIONS ON THIS AIR WAYBILL, OR THE APPLICABLE SERVICE GUIDE, TRANSPORTATION AGREEMENT, STANDARD CONDITIONS, TARIFF OR CONTRACT OF CARRIAGE, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE, US\$100 OR US\$9.07 PER LB. (U.S. \$20.38 PER KG.) (OR THE EQUIVALENT IN LOCAL CURRENCY) WHICH EVER IS GREATER (BUT IN CANADA IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE) (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) WHETHER OR NOT FEDEX KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS. FedEx won't be liable for your acts or omissions, including but not limited to incorrect declaration of contents, improper or insufficient packaging, or failure to address the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment. Also, FedEx won't be liable if you or the recipient violates any of the terms of our Agreement. FedEx won't be liable for loss, damage, delay, shortage, misdelivery, non-delivery, misinformation or failure to provide information (i) in connection with shipments of cash, currency, or other prohibited items, or (ii) caused by events FedEx cannot control, including but not limited to acts of God, ports of call, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority, or any such circumstances, or in the event of a riot, strike, or other labor disturbance. FedEx's liability for loss, damage or delay will be limited to the amount of the claim, but in no event shall it exceed the amount of the claim. FedEx may have expanded the claims period, or the claims period and the periods may differ from country to country. Moreover, this interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Contact the FedEx representative in the country of origin to determine the claims period for your shipment. In the event of non-delivery, misdelivery, misinformation or failure to provide information, we must receive written notice of the claim within 90 days after we accept the shipment. The right to damages against us shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered, or from the date on which the carriage stopped. Within 90 days after notification to us of the claim, it must be documented by sending us all relevant information about it. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from those charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing are to be made available to us for inspection. Right to Inspect. Your shipments may, at FedEx's option, or at the request of customs or other regulatory or governmental authorities, be opened and inspected by FedEx or such authorities at any time. Responsibility for Payment: Even if you give FedEx different payment instructions, you will always be primarily responsible for all charges, including transportation charges, and possible surcharges, customs and duties assessments, including fees related to our payment of the same governmental penalties and fines, taxes, and FedEx's lawyer's fees and legal costs, related to this shipment. You also will be responsible for any costs FedEx may incur in returning your shipments to you or re-warehouse them pending disposition. Customs Clearance: By giving us this shipment, you hereby appoint FedEx, or its independent contractor as applicable, as your agent solely for performing any customs clearance and certify FedEx as the named consignor for the purpose of designating a customs broker to perform customs clearance. In some instances, local authorities may require additional documentation confirming FedEx's appointment. It is your responsibility to provide proper documentation and confirmation, when required. You are responsible for and warrant your compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, export and re-export laws and governmental regulations of any country to, from, through or over which your shipments may be carried. You agree to furnish such information and complete and attach to this Air Waybill such documents as are necessary to comply with such laws, rules and regulations. FedEx assumes no liability to you or any other person for any loss or expense due to your failure to comply with this provision. You are also responsible for all charges, including transportation charges, and all duties, customs assessments, governmental penalties and fines, taxes, and FedEx's lawyer's fees and legal costs, related to your shipment. Limit of Instruction: If you do not complete all the documents required for carriage of the documents herein, we are not appropriate for the services or destinations requested, you hereby indemnify FedEx, or its independent contractor, as applicable, where permitted by law to complete, correct or replace the documents for you at your expense. However, FedEx is not obligated to do so. If a restrictive form of airwaybill is needed to complete delivery of your shipment and FedEx completes that document, the terms of this Agreement will continue to govern. FedEx is not liable to you or any other person for FedEx's actions on your behalf under this provision. Items Not Acceptable for Transportation: FedEx does not accept transportation of money (including but not limited to, coins (except collectible) or negotiable instruments) regulated to such such as endorsed stocks and bonds. FedEx excludes all liability for shipment of such items accepted by us in this Air Waybill. Other items may be accepted for carriage only to limited destinations or under restricted conditions. FedEx reserves the right to reject packages based upon these limitations or for reasons of safety or security. You may consult the applicable Service Guide, contract of carriage, tariff or Standard Conditions for specific details. Export Control. You authorize FedEx, and its independent contractors, as applicable, to all forwarding agent for you for export and customs purposes. You hereby certify that all statements and information contained on all Air Waybills, SDAs and accompanying documents relating to exportation are true and correct. You further certify that all Commercial Invoice information submitted via API is true and correct. You expressly authorize FedEx and its independent contractors, as applicable, to forward all information of any nature regarding shipments to any and all governmental or regulatory agencies which request or require such information. Furthermore, you understand that civil and criminal penalties, including forfeitures and fines, may be imposed for making false or fraudulent statements or for the violation of any country laws on exportation, including but not limited to, for shipments originating in the U.S., 18 U.S.C. 2385; 22 U.S.C. 1881; 18 U.S.C. 1010; and 50 U.S.C. App. 2415, and for shipments originating in Canada, the Export and Import Control Act, R.S.C. 1977, Chapter 44. You acknowledge that no shipments tendered by you from the United States using API will be sent to any entity based on the Department of Commerce's Denied Parties List 13 C.F.R. Part 744, Supp. 2, or the list of Special Designated Nationals as published by the Office of Foreign Assets Control of the U.S. Department of the Treasury and that you are authorizing a denied party or a specially designated national. Contact the laws of the origin country of your shipment for more provisions. Mandatory Law: In any provision contained or referred to in this Air Waybill may be contrary to any applicable international law, laws, governmental regulations, orders or requirements, such provision shall remain in effect as part of our agreement to the extent that it is not overridden. The availability of certain information may not be available to you at the time of origin of the Air Waybill. Unless otherwise indicated, the shipper's address indicated on the face of the Air Waybill is the place of departure and the place of destination and the recipient's address listed on the face of the Air Waybill is the place of destination. Unless otherwise indicated on the face of the Air Waybill, label manifest or pick-up record, the first carrier of this shipment is Federal Express Corporation, P.O. Box 727, Memphis, TN 38104.