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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

May 14, 2010

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

RE: TriEagle Energy, L.P.'s Electric Generation Supplier License Application

Dear Mr. McNulty:

Please find enclosed one (1) verified, executed original; three (3) copies; and one (1) CD copy of TriEagle Energy, L.P.'s Electric Generation Supplier License Application. Also enclosed is a check in the amount of \$350.00 payable to the Commonwealth of Pennsylvania for the filing fee.

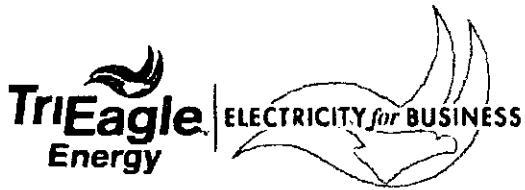
Several exhibits to the Application are confidential and proprietary to TriEagle Energy. Therefore, in accordance with the Application instructions, one (1) copy of those documents is being submitted separately under seal.

Additionally, TriEagle Energy will arrange for notice of the Application to be published in the applicable newspapers of general circulation as soon as possible after a docket number for the Application has been obtained.

Thank you for your attention to this matter. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Robert C. Case
EVP & COO
TriEagle Energy, L.P.



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TriEagle Energy, L.P.

**Electric Generation Supplier
License Application**

**Submitted
to the**

Pennsylvania Public Utility Commission

May 14th, 2010

ORIGINAL



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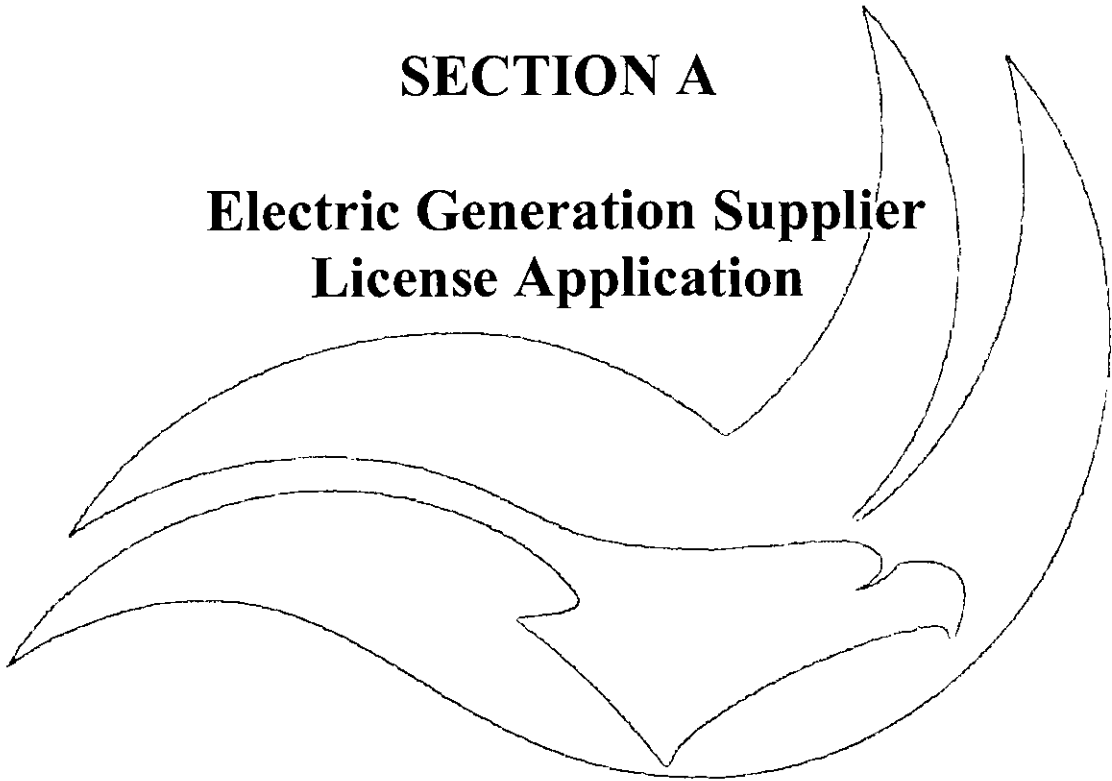
Exhibit O – Affidavit: Title 66

***Confidential and Proprietary-submitted separately under seal.**



SECTION A

Electric Generation Supplier License Application



BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of TriEagle Energy, L.P. for approval to offer, render, furnish, or supply electricity or electric generation services as an Aggregator 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:

TriEagle Energy, L.P
2620 Technology Forest Drive
The Woodlands, Texas 77381
Telephone: 281-681-2381
Fax No.: 866-324-4646

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:

Robert C. Case
EVP & COO
2620 Technology Forest Drive
The Woodlands, Texas 77381
Telephone: 281-681-2381
Fax No.: 866-418-0791
Email: rccase@trieagleenergy.com

- 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:

Robert C. Case
EVP & COO
2620 Technology Forest Drive
The Woodlands, Texas 77381
Telephone: 281-681-2381
Fax No.: 866-418-0791
Email: rccase@trieagleenergy.com

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

W. Daniel Cook
2620 Technology Forest Drive
The Woodlands, Texas 77381
Telephone: 281-681-2381
Fax No.: 866-621-1079
Email: wcook@trieagleenergy.com

- 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:

National Registered Agents, Inc.
600 N. 2nd Street
Harrisburg, PA 17101
Telephone: 800-562-6439
Fax No.: 800-562-6504

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

The Applicant will be using a fictitious name or doing business as ("d/b/a"):

Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

OR

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 sole proprietor.

If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa. C.S. §4124 relating to Department of State filing requirements.

OR

The Applicant is a:

- domestic general partnership (*)
- domestic limited partnership (15 Pa. C.S. §8511)
- foreign general or limited partnership (15 Pa. C.S. §4124)
- domestic limited liability partnership (15 Pa. C.S. §8201)
- foreign limited liability general partnership (15 Pa. C.S. §8211)
- foreign limited liability limited partnership (15 Pa. C.S. §8211)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

See Exhibit A: PA Dept of State Registration

Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

See CONFIDENTIAL Exhibit B¹: TriEagle List of Partners

¹This Exhibit is highly confidential and proprietary to TriEagle Energy. Specifically, the information contains trade secrets and/or commercial and financial information that is privileged or confidential and would, if publically disclosed, cause unfair or competitive harm to TriEagle Energy.

* If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

OR

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.

Give name and address of officers.

The Applicant is incorporated in the state of _____.

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

Affiliate(s) of the Applicant doing business in Pennsylvania are:

Give name and address of the affiliate(s) and state whether the affiliate(s) are jurisdictional public utilities.

If the Applicant or an affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessor(s) and state whether the predecessor(s) were jurisdictional public utilities.

OR

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 presently doing business in Pennsylvania as a

- vertically-integrated provider of generation, transmission, and distribution services.
- municipal electric corporation providing service outside its municipal limits.
- electric cooperative
- local gas distribution company
- nonintegrated provider of electric generation, transmission or distribution services.
- Other. (Identify the nature of service being rendered.)

OR

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):

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

Applicant intends to sell retail electric energy to residential, small business, commercial & industrial, and governmental customers in the areas of Pennsylvania where the sale of electricity is open to retail competition. Applicant intends to buy wholesale electricity; delivery service; other PJM services and related services; price electricity for customers; and seek retail customers to buy electricity. Applicant may offer renewable energy, environmental related products/services, and demand response related products/services.

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

Throughout the Commonwealth of Pennsylvania.

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 - **License Number C000260**.
- Not applicable

13. **START DATE:** The Applicant proposes to begin delivering services on **September 1, 2010 and beyond (approximate date).**

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
Hanover Industrial Estates
Wilkes-Barre, PA 18773-3200

Metropolitan Edison 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
Manager Energy Acquisition
PECO Energy Company
2301 Market Street
Philadelphia, PA 19101-8699
215.841.4210

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.

See Exhibit C: Proof of Service

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

See CONFIDENTIAL Exhibit D²: Tax Certification Statement

²**This Exhibit is highly confidential and proprietary to TriEagle Energy. Specifically, the information contains trade secrets and/or commercial and financial information that is privileged or confidential and would, if publically disclosed, cause unfair or competitive harm to TriEagle Energy.**

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 TriEagle Energy L.P., its affiliates, predecessors of either, nor any person identified in this Application have been convicted of a crime involving fraud or similar activity in the last five (5) years.

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.

Robert C. Case
EVP & COO
2620 Technology Forest Drive
The Woodlands, Texas 77381
Telephone: 281-681-2381
Fax No.: 866-418-0791
Email: rccase@trieagleenergy.com

Jack Frazier
Manager, Customer Service
2620 Technology Forest Drive
The Woodlands, Texas 77381
Telephone: 281-681-2381
Fax No.: 866-611-5168
Email: jfrazier@trieagleenergy.com

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

See Exhibit E: Sample Disclosure Statement

- 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.

See Exhibit E: Sample Disclosure Statement

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.

See CONFIDENTIAL Exhibit F³: Copy of Letter of Credit

³This Exhibit is highly confidential and proprietary to TriEagle Energy. Specifically, the information contains trade secrets and/or commercial and financial information that is privileged or confidential and would, if publically disclosed, cause unfair or competitive harm to TriEagle Energy.

- 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:

See Exhibit G: Affidavit - Financial & Technical Fitness

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.

See Exhibit H: Organization Structure

- 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.
- 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.

See CONFIDENTIAL Exhibit I⁴: D&B Credit Report

⁴This Exhibit is highly confidential and proprietary to TriEagle Energy. Specifically, the information contains trade secrets and/or commercial and financial information that is privileged or confidential and would, if publically disclosed, cause unfair or competitive harm to TriEagle Energy.

- 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.
- Audited financial statements

**See CONFIDENTIAL Exhibit J⁵: 2009 Audited Financial Statements;
2010 1ST Qtr Unaudited Financial Statements**

⁵This Exhibit is highly confidential and proprietary to TriEagle Energy. Specifically, the information contains trade secrets and/or commercial and financial information that is privileged or confidential and would, if publically disclosed, cause unfair or competitive harm to TriEagle Energy.

- Such other information that demonstrates Applicant's financial fitness.

See CONFIDENTIAL Exhibit K⁶: Additional Financial Information

⁶This Exhibit is highly confidential and proprietary to TriEagle Energy. Specifically, the information contains trade secrets and/or commercial and financial information that is privileged or confidential and would, if publically disclosed, cause unfair or competitive harm to TriEagle Energy.

B. Applicant must provide the following information:

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

W. Daniel Cook, President & CEO
Robert C. Case, EVP & COO
Martin P. Downey, SVP & CSO

R. Nick Cioll, CFO & CRO
Robert B. Brown, CAO & Corporate Controller
Robert C. Cantrell, VP, Marketing & Sales

See Exhibit L: Officer's Professional Resumes

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

Robert Brown, CPA
Chief Accounting Officer & Corporate Controller
2620 Technology Forest Drive
The Woodlands, Texas 77381
Telephone: 281-681-2381
Fax No.: 866-251-7067
Email: rbrown@trieagleenergy.com

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:

See Exhibit M: Response to Technical Fitness

See Exhibit G: Affidavit - Financial & Technical Fitness

- The identity of the Applicant's officers directly responsible for operations, including names and their professional resumes.

W. Daniel Cook, President & CEO
Robert C. Case, EVP & COO
Martin P. Downey, SVP & CSO

R. Nick Cioll, CFO & CRO
Robert B. Brown, CAO & Corporate Controller
Robert C. Cantrell, VP, Marketing & Sales

See Exhibit L: Officer's Professional Resumes

- Proposed staffing and employee training commitments
- Business plans
- 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.

NOT APPLICABLE: TriEagle is a retailer without resources connected to the grid.

- 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.

See Exhibit N: Affidavit - Reliability Protocols

See Exhibit O: Affidavit - Title 66

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.
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 year's 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.
24. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:
 - 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.
 - 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.
 - 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.

Applicant: TriEagle Energy, L.P.

By: 

Title: Executive VP & Chief Operating Officer



Exhibit A

PA Dept of State Registration

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.STATE.PA.US/CORP

TriEagle Energy, L.P.

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 3927364

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

TriEagle Energy, L.P.
2620 N. Crescent Ridge Drive
The Woodlands, TX 77381

Entity #: 3927364
 Date Filed: 01/08/2010
 Pedro A. Cortés
 Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
 CORPORATION BUREAU

Application for Registration - Foreign

(15 Pa.C.S.)

- Registered Limited Liability General Partnership (§ 8211)
 Registered Limited Liability Limited Partnership (§ 8211)
 Limited Partnership (§ 8582)
 Limited Liability Company (§ 8981)

Name TriEagle Energy, L.P.		
Address 2620 N. Crescent Ridge Drive		
City The Woodlands	State Texas	Zip Code 77381

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

←

Commonwealth of Pennsylvania
 APPLICATION FOR REGISTRATION 2 Page(s)



T1000887088

Fee: \$250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name to be registered is:
 TriEagle Energy, L.P.

2. (If the name set forth in paragraph 1 is not available for use in this Commonwealth, complete the following):

The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:

Jurisdiction: Texas Date of Formation: 8/21/2003

4. The (a) address of its initial 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
 National Registered Agents, Inc. Dauphin

2010 JAN -8 PM 2: 26

PA DEPT OF STATE

DSCB:15-8981/8211/8582-2

5. Check and complete one of the following:

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

Number and street	City	State	Zip
-------------------	------	-------	-----

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

2620 N. Crescent Ridge Drive	The Woodlands	Texas	77381
Number and street	City	State	Zip

6. For Restricted Professional Limited Liability Company Only. Strike out if inapplicable: The company is a restricted professional company organized to render the following professional service(s):

Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8

7. The name and business address of each general partner.

Name	Business Address
TriEagle Management, LLC	2620 N. Crescent Ridge Drive, The Woodlands, TX 77381

8. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contribution is:

2620 N. Crescent Ridge Drive,	The Woodlands	TX	77381	Montgomery
Number and street	City	State	Zip	County

The registered partnership hereby undertakes to keep those records until its registration to do business in the Commonwealth is canceled or withdrawn.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this

07 day of January, 2010

TRIEAGLE ENERGY, L.P.

Name of Partnership/Company

W. Daniel Cook

Signature

CEO and President

Title



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Exhibit B

TriEagle Energy, L.P.

Listing of Partners



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Exhibit D

Tax Certification Statement



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SECRETARY'S BUREAU

Exhibit F

Standby Letter of Credit Application



Exhibit C

Proof of Service

Certificate of Service

I hereby certify that I have this day served by U.S. Mail a true copy of TriEagle Energy, L.P.'s Electric Generation Supplier License Application (excluding designated Confidential Exhibits) upon the parties listed below, in accordance with the requirements of 52 Pa. Code §5.14.

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

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
Hanover Industrial Estates
Wilkes-Barre, PA 18773-3200

Metropolitan Edison 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
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

Date this 14th day of May 2010.

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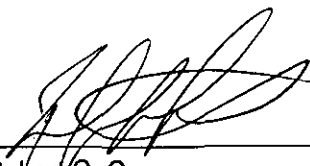

Robert C. Case
Executive Vice President
Chief Operating Officer



Exhibit E

Sample Disclosure Statement



TriEagle Energy, L.P.
DISCLOSURE STATEMENT AND CUSTOMER AGREEMENT ("Agreement")

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

Initial Term	Electric Generation Service Charge During Initial Term	Early Cancellation Fee During Initial Term	Electric Generation Service Charge After Initial Term
The Initial Term of your service is 12 monthly billing cycles.	During the twelve (12) monthly billing cycles of your Initial Term, you will pay TriEagle Energy \$0._____ per kWh. This price includes your Electric Generation Service Charge, Transmission Charge, and Gross Receipts Tax (GRT).	If you cancel your service during the Initial Term, you agree to pay TriEagle Energy a \$100.00 early cancellation fee. <i>To cancel your service, you must contact TriEagle Energy using the contact information provided in Section 15.</i>	Your service will automatically continue on a month-to-month basis, and you will pay a variable price per kWh. This price may be higher or lower each monthly billing cycle. You are not subject to an early cancellation fee while taking service on a month-to-month basis. See Section 5 for additional details
<i>Customers who use:</i>	500 kWh of electricity	1,000 kWh of electricity	2,000 kWh of electricity
<i>Will pay:</i>	\$0._____ per kWh for twelve (12) billing cycles	\$0._____ per kWh for twelve (12) billing cycles	\$0._____ per kWh for twelve (12) billing cycles

2. Agreement to Purchase Electric Generation Service. This Agreement serves as the agreement for electric generation service to be provided to you by TriEagle Energy. Subject to TriEagle Energy's acceptance of this Agreement and enrollment by your Electric Distribution Company ("EDC"), you agree to become a TriEagle Energy customer and appoint TriEagle Energy as your limited agent to perform the necessary tasks associated with your electric service and fulfill the terms of this Agreement. TriEagle Energy agrees to sell and deliver to you, and you agree to purchase and accept, the quantity of electricity delivered to you, as measured or estimated by your EDC, all in accordance with the prices and other terms and conditions set forth in this Agreement. Your electricity will be delivered to you by your EDC.

Please note the following:

- TriEagle Energy is licensed by the Pennsylvania Public Utility Commission as an Electric Generation Supplier to offer and supply electric generation services in Pennsylvania. TriEagle Energy's license number is X-000000.
- TriEagle Energy sets the Electric Generation Service Charge that you pay. The Commission regulates electric distribution prices and services. The Federal Energy Regulatory Commission regulates electric transmission prices and services.

3. Definitions. Set forth below are the definitions of certain terms that are incorporated into this Agreement. If you need more help with definitions, please refer to the Pennsylvania Public Utility Commission's Consumers Dictionary for Electrical Competition, as amended, which can be found on the Commission's website at:
(http://www.puc.state.pa.us/electric/electric_competition_dictionary.aspx)

- Agreement** - This Disclosure Statement and Customer Agreement, as it may be amended or restated from time-to-time.
- Basic Service** - These are the services necessary for the physical delivery of your electricity, including electric generation service, transmission and distribution. (See following for description of these terms.)
- Basic Service Charge** - The total charge you pay to your EDC for Basic Service -- that is, the total of the Electric Generation Service Charge, which, on your bill, will include your Transmission Charges, Distribution Charges, and any monthly customer charge.
- Commission** - The Pennsylvania Public Utility Commission.
- Customer Charge** - Part of the monthly basic distribution charge on each customer's bill to partially cover costs for billing, meter reading, equipment, service line maintenance and equipment by your EDC. This charge is the same no matter how much electricity you use.
- Default Service Provider** - The company providing generation services to those who do not choose another supplier, are unable to find a supplier willing to serve them, or, for some reason, no longer receive generation services from another supplier. Your Default Service Provider is PPL Electric Utilities.
- Distribution Charges** - Part of the Basic Service Charge on each customer's bill for delivering electricity from your EDC to your home or business, including the Customer Charge. The Distribution Charge is regulated by the Commission. It will vary according to how much electricity you use.
- EDC** - An abbreviation for "Electric Distribution Company." Your EDC is PPL Electric Utilities Corporation.
- Generation Service Charge** - Part of the Basic Service Charge on each customer's bill for the generation of (producing) electricity. Generation service is competitively priced and is not regulated by the Commission. This charge depends on the contract between the customer and the supplier. This is included in the price that TriEagle Energy charges you, as described in Section 1 above.
- Initial Term** - In this Agreement, this is the time period during which you will receive a fixed price, as described in Section 1 above.
- kWh** - An abbreviation for the basic unit of measure of electric energy, "kilowatt hours".
- PJM Interconnection** - PJM Interconnection, LLC is a Regional transmission Organization ("RTO") that coordinates the movement of wholesale electricity in all or parts of 13 states, including Pennsylvania, and the District of Columbia.



- m. **Transmission Charges** - Part of the Basic Service Charge on each customer's bill for transporting electricity from the source of supply (the generator) to the EDC (your local utility). The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.
- n. **TriEagle Energy** - TriEagle Energy, L.P., a Texas limited partnership, or its assignee or successor.

4. Term of Agreement. After you sign this Agreement, the term of this Agreement will begin on the meter read date that your Electric Generation Supplier ("EGS") is changed to TriEagle Energy by the EDC. The Initial Term of your service will begin on the start date of the next monthly billing cycle and continue for the number of monthly billing cycles set forth in Section 1 above. When the Initial Term expires, this Agreement will automatically renew on a month-to-month basis, as described in Section 1 above and in Section 5 below. This Agreement will be effective during the Initial Term and through any of these monthly renewal periods, subject to the cancellation provisions of Sections 7 through 9 below.

5. Renewal and Notice of a Material Change to this Agreement. Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis with no early cancellation fee. While taking service on a month-to-month basis, TriEagle Energy will charge you for all electricity billed by your EDC at a variable rate per kWh, based upon the price that we are able to obtain for electricity in the PJM market at the PPL load zone for the applicable period, plus an adder of up to \$0.10 per kWh. Your rate will include generation and transmission charges and Gross Receipts Tax, but will not include charges for EDC service. You may obtain next month's variable price by calling a TriEagle Energy Customer Service Representative at the toll-free telephone number set forth in

Section 15. Pricing is available on the 15th business day of the previous month. If you have a fixed term agreement with us and it is approaching the expiration date, or whenever we propose to change our terms of service in any type of agreement, you will receive two written notifications from us. The notices will be sent at least 45 but no more than 90 days before the expiration of your Agreement or effective date of any proposed change(s) to your current Agreement, and will inform you of your right to renew, terminate, or renegotiate the Agreement. The then-current Agreement between you and TriEagle Energy will be provided to you whenever a material change is made, free of charge to you. As to your rights, if you find the material change unacceptable, you may choose another supplier or return to EDC service before the material change goes into effect, without charge or penalty to you. Examples of material changes include a change to the pricing structure, increase in the early cancellation fee or extension of the Initial Term.

6. Pricing, Billing and Payment Terms. As set forth in Section 1 above, you will pay TriEagle Energy for your electric generation service at the prices set for the Initial Term. As to payment terms, your EDC will send you a bill monthly which will set forth the Basic Service Charge for Basic Service. That bill will contain, among other charges, TriEagle Energy's Electric Generation Service Charge for the amount of electricity you used during the billing cycle. That amount will be measured or estimated by the EDC. Your payment will be due to the EDC by the date specified in the EDC bill. If you fail to pay it on time, you could be subject to interest and late charges imposed by the EDC, and your service could be disconnected. Your EDC may offer you budget, leveled or other payment plans.

7. Your Right to Rescind or Cancel Service. You have three (3) business days after you receive a written copy of this Agreement to rescind your enrollment with TriEagle Energy by submitting the Notice of Cancellation attached to this Agreement, or by calling TriEagle Energy at the phone number provided in Section 15 below. After your service begins, you may cancel it at any time during the Initial Term, but you will be required to pay the Early Cancellation Fee described in Section 1 above. If the Early Cancellation Fee is imposed, you agree to pay it at the time of your request to cancel this Agreement, but no later than ten (10) days after the date you receive notice to pay it. You are not subject to the Early Cancellation Fee if you move to a different service location and notify TriEagle Energy of this move either: (1) at the time you request that TriEagle Energy cancel your service, or (2) prior to the time that your EDC communicates your cancellation to TriEagle Energy. You may cancel by contacting TriEagle Energy using the contact information set forth in Section 15 below. You will be given a cancellation number at that time. Also, at that time, you will be required to select another supplier or return to the EDC for electric generation service. When you cancel, you agree that you are responsible to pay for TriEagle Energy's service through the date you are switched to another supplier 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 TriEagle Energy gives notice to the EDC of your cancellation request.

8. TriEagle Energy's Right to Cancel Service. You are affirming to TriEagle Energy that you have provided TriEagle Energy with your correct and complete name, address and contact information and you do not have any outstanding balance with TriEagle Energy. If there is any evidence that any of these statements are or become untrue, or you otherwise provide fraudulent or misrepresented information, TriEagle Energy can cancel this Agreement immediately. Also, if for any reason performance of this Agreement becomes materially uneconomical to TriEagle Energy, or if TriEagle Energy is otherwise unable to continue this Agreement, TriEagle Energy can cancel this Agreement after giving you at least fourteen (14) days' advance written notice. If TriEagle Energy cancels this Agreement, you must still pay all TriEagle Energy charges through the date you are switched to another supplier or returned to the EDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date following the date on which TriEagle Energy gives notice to the EDC of your cancellation request.

9. EDC's Right to Cancel Service. IF YOU DO NOT PAY YOUR BILL(S), YOUR SERVICE MAY BE DISCONNECTED BY THE EDC. Your EDC will give you notice in the time frame prescribed by the Commission before it disconnects your electric service. The EDC may also disconnect your electric service immediately and without notice in certain urgent situations such as: (a) the existence of a known dangerous condition; (b) where service is connected without authority by a person who has not made an application for service; (c) where service is reconnected without authority after disconnection for nonpayment; (d) where there has been tampering with equipment; or (e) where there is evidence of theft of service. This Agreement is automatically cancelled if the EDC returns you to EDC generation and distribution service.

10. Disputes. You should contact TriEagle Energy regarding any dispute related to this Agreement. TriEagle Energy will attempt to resolve the dispute in an efficient, fair and timely manner. TriEagle Energy will provide an acknowledgment to your dispute within a reasonable time after receipt. TriEagle Energy will then issue a report within thirty (30) days after initiation of the dispute. TriEagle Energy will report to you the results of its investigation of the dispute, and that report will be available to you upon request. If you are not satisfied after discussing your terms of service with TriEagle Energy, you may contact the Commission. The contact information for both TriEagle Energy and the Commission is set forth in Section 15 below.

11. Title to Electricity. Title to the electricity will pass from TriEagle Energy to you when it is delivered by TriEagle Energy to the EDC.

12. Uncontrollable Forces. TriEagle Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of TriEagle Energy's reasonable control and may result in interruptions in service. TriEagle Energy is not responsible for transmitting or distributing electricity. TriEagle Energy is not liable for damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the Commission or PJM Interconnection), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDC or any other cause beyond TriEagle Energy's reasonable control.



13. **Limitations of Liabilities.** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. TRIEAGLE ENERGY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. TRIEAGLE ENERGY IS NOT LIABLE FOR INTERRUPTIONS TO, OR SHORTAGES OF, ELECTRICITY SUPPLY, NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

14. **TriEagle Energy's Representations and Warranties; Limitation.** THE ELECTRICITY PROVIDED UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARD OF THE APPLICABLE EDC AND WILL BE SUPPLIED FROM A VARIETY OF ELECTRIC GENERATION SOURCES INCLUDING THE ELECTRICITY PROVIDED PURSUANT TO ANY RENEWABLE ENERGY PRODUCT REQUIREMENT. TRIEAGLE ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. TRIEAGLE ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. **Contact Information.**

TriEagle Energy: You may contact TriEagle Energy in one of the following ways: (a) call 1-877-933-2453, Monday through Friday 9:00 a.m. to 4:00 p.m. EST (contact center hours subject to change without notice); (b) email to TriEagle Energy at customercare@trieagleenergy.com (be sure to include your account number(s); or (c) write to TriEagle Energy at P.O. Box 131615, The Woodlands, Texas 77393-1615 (be sure to include your account number(s)). For more information about TriEagle Energy, please visit our website at www.trieagleenergy.com. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available from TriEagle Energy upon request.

Your EDC (in case of emergency, including electric outage): If you have an electric outage, service interruption or other emergency, please contact PPL Electric Utilities Corporation at 1-800-342-5775 and press Option #1.

The Commission: You may contact the Pennsylvania Utilities Commission, with an Informal Complaint or otherwise, as follows: (a) call 1-888-782-3228; or (b) PO Box 3265, Harrisburg, PA 17105-3265.

Universal Service Program: Your EDC has programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your EDC's Universal Service Program can be obtained by contacting PPL Electric Utilities at 1-800-342-5775.

16. **Choice of Law.** You agree that this Agreement shall be governed by Pennsylvania law, without regard to its conflict of law principles.

17. **Taxes.** Except as otherwise provided in this Agreement or required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you.

18. **Miscellaneous Provisions.** This Agreement is subject to applicable laws and supersedes any previous promises, understandings and agreements. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, you agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under such terms shall not be considered a waiver of TriEagle Energy's right to enforce each and every such term, exercise such right or exercise any other right under this Agreement. You may not assign this Agreement without TriEagle Energy's prior written consent.

TriEagle Energy may: (a) transfer or sell this Agreement or your account in connection with any financing; (b) transfer this Agreement to any of its affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of TriEagle Energy's assets or business; and (d) transfer this Agreement to another supplier licensed by the Commission. After assignment, TriEagle Energy will have no further obligations under this Agreement. This Agreement is binding upon you and TriEagle Energy, and will further bind each of your successors and permitted assigns.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE SECTION 7 ABOVE FOR AN EXPLANATION OF THIS RIGHT.

Cut along line

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE DATE YOU RECEIVED THIS AGREEMENT. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO TRIEAGLE ENERGY AT TRIEAGLE ENERGY AT P.O. BOX 131615, THE WOODLANDS, TEXAS 77393-1615 NOT LATER THAN MIDNIGHT OF _____ (DATE)

I HEREBY CANCEL THIS TRANSACTION.

(Buyer's Signature)

(Date)



Exhibit G

AFFIDAVIT

Financial & Technical Fitness

RECEIVED

MAY 14 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

AFFIDAVIT

State of Texas

§
§
§
§
§

County of Montgomery

Robert C. Case, Affiant, being duly affirmed according to law, deposes and says that:

He is the Executive VP and COO of TriEagle Energy, L.P.

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

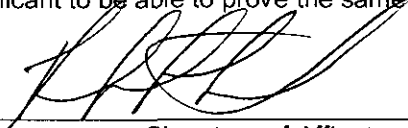
That the Applicant herein TriEagle Energy, L.P. ("TriEagle") has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa. C.S. § 2809 (B).

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

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

That the Applicant herein, TriEagle, 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.

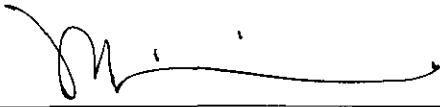
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.



Signature of Affiant

Sworn and subscribed before me this 14th day of May, 2010.





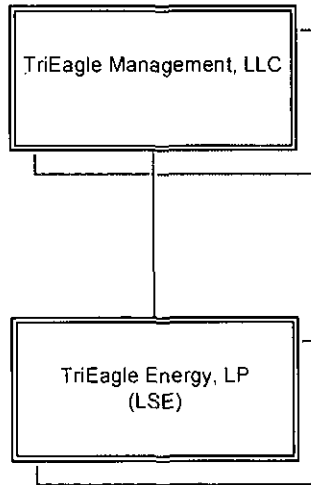
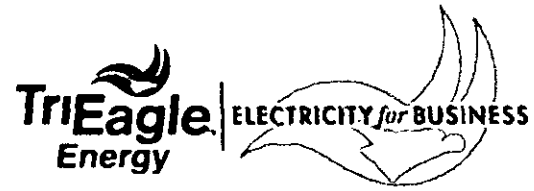
Signature of official administering oath

My commission expires July 7, 2011



Exhibit H

TriEagle Organization Structure





CONFIDENTIAL

RECEIVED
MAY 14 2010
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit I
D&B Credit Report



CONFIDENTIAL

RECEIVED

MAY 14 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit J

2009 Audited & 1st Qtr 2010 Unaudited Financial Statements



CONFIDENTIAL

RECEIVED

MAY 14 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit K

Additional Financial Information



Exhibit L

Officer's Professional Resumes

W. Daniel Cook, President & CEO

Robert C. Case, EVP & COO

Martin P. Downey, SVP & CSO

R. Nick Cioll, CFO & CRO

Robert B. Brown, CAO & Comptroller

Robert C. Cantrell, VP, Marketing & Sales

W. Daniel Cook

Resume

EXECUTIVE SUMMARY

Mr. Cook has over 28 years of diverse experience in energy, legal, real estate, and service-related industries. In addition to the solid leadership and strong entrepreneurial spirit he possesses for developing new and successful businesses, Mr. Cook has over 14 years of management experience working for The Southern Company in sales, marketing, and domestic and international economic development. Mr. Cook has served as General Counsel and principal for a variety of successful start-up companies. He was also a principal and the General Counsel of MJ Research & Development, L.P., a research company that specializes in engineering and production of energy conserving products.

EDUCATION / CERTIFICATION

BS in Business Mangement, 1977, Mississippi State University
Juris Doctorate, 1989, University of Mississippi School of Law
International Law, 1988, Downing College, Cambridge University

PROFESSIONAL EXPERIENCE

- TriEagle Energy, L.P., The Woodlands, TX 2003 – Present
President & Chief Executive Officer
- Co-founder of TriEagle Energy, L.P.
 - Plan, develop, and implement strategies for generating revenues for the company.
 - Identify acquisition and merger opportunities and direct implementation activities.
 - Approve company operational procedures, policies, and standards.
 - Review activity reports and financial statements to determine progress and status in attaining objectives and revise objectives and plans in accordance with current conditions.
 - Evaluate performance of executives for compliance with established policies and objectives of the company and contributions in attaining objectives.
 - Promote the company through the development of personal relationships with industry peers and major customers.
- MJ Research, The Woodlands, TX 2000 – 2008
Principal & General Counsel
- Co-founder of MJ Research
 - Plan, develop, and implement strategies for generating revenues for the company.
 - Oversee and direct product testing.
 - Design, implement, and manage sales channels.
 - Identify acquisition and merger opportunities and direct implementation activities.
 - Approve company operational procedures, policies, and standards.
 - Promote the company through the development of personal relationships with industry peers and major customers.
- Apple Orthodontix, Inc., Houston, TX 1997 - 2000
Chief Administrative Officer
- Organized and implemented employee policies and procedures.
 - Worked with Marketing and Training staff to tailor their programs to specific practice goals.
 - Organized health care and retirement plans.
 - Assisted in developing employee management systems and manuals.
- Apple Orthodontix, Inc., Houston, TX 1996 - 1997
Co-founder & General Counsel
- Assisted in the organization and development of the company from initial conception to IPO including development of the prospectus and oversight of SEC filings.
 - Instrumental in identifying, assessing and recruiting 31 orthodontists from 17 states to form the Founders of Apple Orthodontix, which went public in April of 1997.
- Private Practice, Gulfport, MS 1991 - 1996
Attorney at Law
- Broad legal practice in corporate organization and litigation, real estate and contract law.

Southern Company, Mississippi Power, Gulfport, MS

1978 – 1991

Economic Development Representative

- Planned, managed and undertook industrial recruitment trips throughout the United States, Canada, Europe, and the Far East.
- Developed and presented detailed business location plans for the Executive Management of both domestic and international companies undertaking a new plant expansion within the United States.
- Provided class room instruction for industrial and business representatives with emphasis in Immigration, Business Environment, Corporate Structure and Worker's Compensation.
- Liaison with local, regional, state, and federal economic development agencies and units of government.

Robert C. Case

Resume

EXECUTIVE SUMMARY

Mr. Case has over 25 years of comprehensive business experience, the latter being 18 years in the energy and electric utility industries. He has extensive knowledge in electric utility operations and commercial processes and possesses strong business acquisition, development, organizational, and negotiation experience. Prior to joining TriEagle Energy, Mr. Case was working with The Southern Company Marketing Services. His duties there consisted of providing key performance management coaching and counseling to the management team; Strategic Marketing; Marketing Intelligence; Load Research; Pricing & Costing; and Market Forecasting. Other positions and responsibilities with the Southern Company included: Manager, Forecasting and Costing & Pricing; Sales Manager, Residential & Office/Retail; and Economic Development Representative, both Domestic and International.

EDUCATION / CERTIFICATION

MS in Economic Development, 1983, University of Southern Mississippi
BS in Community & Regional Planning, 1980, University of Southern Mississippi

PROFESSIONAL EXPERIENCE

- TriEagle Energy, L.P., The Woodlands, TX 2003 – Present
Executive VP & Chief Operating Officer
- Co-Founder of TriEagle Energy, L.P.
 - Developed enterprise business plan and financial forecasts.
 - Key interface in negotiating vendor agreement terms and conditions, and covenants.
 - Designed, implemented, and manage sales channels.
 - Established policies and procedures, and manage customer service function.
 - Oversee credit limits, counter party credit functions, and commercial credit policy and procedures.
 - Successful implementation of a credit sleeve agreement with a major energy company.
 - Oversee and manage risk management policies and procedures, liquidity measures, and credit practices.
 - Oversee all operational functions.
 - Oversee development of strategies and tactics for the purchase and hedging electric power needs.
 - Established and manage regulatory policies and procedures.
 - Oversee enterprise risk function across the organization bringing transparency, ownership, and remediation to all major risks.
- Southern Company, Marketing Services, Atlanta, GA 2001 - 2003
Manager, Forecasting, Costing and Pricing
- Responsible for a team of analysts who developed each Operating Company's Long Term Forecast and Cost of Service Studies.
 - Oversee all processes to insure each forecast and cost of service study is completed in an accurate and timely fashion to meet regulatory, legal and governmental requirements.
 - Provided direction relative to other Ad Hoc projects for the Operating Companies and Southern Wholesale Energy, in addition to other System Business Units.
- Southern Company, Marketing Services, Atlanta, GA 2000 - 2001
Assistant to VP, Marketing Services
- Liason between Southern Company Marketing Services and the Executive Management of the five Operating Companies.
 - Primarily responsible for ensuring the management team is responsible and actionable to the Operating Companies.
 - Provided key performance management coaching and counseling to the management team.
- Southern Company, Mississippi Power, Gulfport, MS 1995 – 2000
Division Sales Manager
- Develop, implement and manage the unit sales and revenue goals for the Residential & Office/Retail Market for two operating divisions.
 - Oversee the daily performance management of a sales staff of fourteen.
 - Design, implement and manage the budget, tools, training and other support to implement and carry out the Marketing and Sales Business Plan.

Southern Company, Mississippi Power, Gulfport, MS

1987 – 1995

Director, International Business Development

- Planned, managed and undertook industrial recruitment trips throughout the United States, Canada, Europe, Scandinavia, *Taiwan, Japan, Korea, Hong Kong and Australia.*
- Developed and presented detailed business location plans for the Executive Management of both domestic and international companies undertaking a new plant expansion within the United States.
- Responsible for simultaneously coordinating the activities of internal staff, local, regional, state and federal organizations and units of government to positively influence a company's location.
- Liaison with local, regional, state, and federal economic development agencies and units of government.

Jackson County Economic Development Authority, Pascagoula, MS

1985 – 1987

Assistant Director

- Responsible for the successful recruitment of new industry and the expansion of existing industry.
- Successful development of Marketing Plans and innovative Finance Programs to meet new job development goals.
- Responsible for simultaneously coordinating the activities of internal staff, local, regional, state and federal organizations and units of government to positively influence a company's location.
- Liaison with local, regional, state, and federal economic development agencies and units of government.

Southern Mississippi Planning and Development District, Gulfport, MS

1983 – 1985

Manager, Industry and Business Development

- Oversee the administration of a 1.6 million dollar Revolving Loan Fund for the expansion of new/existing business and industry.
- Successful preparation of all state and federal grant applications.
- Liaison with local, regional, state, and federal economic development agencies and units of government to ensure the successful implementation of the development goals within the 15 county jurisdiction.

Martin P. Downey Jr.

Resume

EXECUTIVE SUMMARY

Mr. Downey has over 35 years of senior business development and operations management experience with organizations involved in retail electric markets, power marketing, power project acquisition and development, supplying industrial capital equipment and services. Prior to joining TriEagle Energy, Mr. Downey had business development experience in the wholesale electric power industry with PG&E National Energy Group with full requirements supply and power plant acquisition. For 20 years, Mr. Downey worked Wheelabrator Air Pollution Control supplying engineered systems and services to the Electric Power Industry, in positions of increasing responsibility ranging from field Service Engineer to Vice President of Sales.

EDUCATION / CERTIFICATION

BS Electrical Engineering, Lafayette College, Easton PA

PROFESSIONAL EXPERIENCE

- TriEagle Energy, L.P., The Woodlands, TX 2003 – Present
Senior Vice President of Energy Supply
- Wholesale electric operations
 - Load forecasting
 - Power supply purchasing
 - Retail electric pricing
 - System management and development
 - ISO and regulatory policy
- PG&E National Energy Group 1997 - 2002
Director Regulatory and Market Policy – West Region (2002)
- Responsible for RTO Regulatory Policy development and implementation in ERCOT, RTO West and West Connect to ensure favorable environment for the company's capital assets and to continual development of functional market structure to facilitate optimization of company's market and trading activities.
- Director of Major Accounts** (1997 – 2002)
- Wholesale Power Marketing and Business Development to major utilities in ERCOT and SPP. ERCOT Responsibilities include project screening for power plant development, acquisitions and regulatory affairs.
- Wheelabrator Air Pollution Control 1977 - 1997
Director of Marketing & Sales – Wheelabrator Clean Air Systems (1994 - 1997)
- All sales and applications responsibilities in continuous emissions monitoring industry and clean air and clean water systems industry
- Vice President of Utility Sales - Altech Measurement Division** (1992 - 1994)
- All marketing and sales responsibility for continuous emission monitoring equipment
- Utility Regional Manager - Wheelabrator Air Pollution Control** (1986 - 1992)
- Air pollution control product sales responsibilities in the electric utility and industrial markets
- Project Engineer - Signal Energy Systems** (1984 - 1986)
- Project engineering and financial development for Independent Power Projects
- District Marketing Manager - Pullman Power Products** (1982 - 1986)
- All Sales/Marketing responsibilities for Southwest
- Assistant Product Manager & Applications Engineer - WAPC** (1977 - 1982)
- Systems design and proposal preparation on electrostatic precipitation projects: pulp & paper, cement, electric utility and refuse projects
- Buell Envirotech (General Electric Environmental Systems) 1975 -1977
Field Service Engineer
- Responsible for field start up and repair of electrostatic precipitators

R. Nick Cioll

Resume

EXECUTIVE SUMMARY

Mr. Cioll has over 25 years of broad-based senior management experience in finance, international business development and marketing, strategic planning, and mergers and acquisitions. Mr. Cioll is also experienced in initial and secondary public financings, and strategic planning with two Fortune 500 industrial companies. For part of 2008 and 2009 Mr. Cioll engaged in an entrepreneurial start-up venture in the green biomass energy space. Prior to joining TriEagle Energy, Mr. Cioll was Chief Risk Officer of Commerce Energy, where he had also served as Vice President of Risk Management since July 2004. Prior to that, Mr. Cioll served as Director of Risk Management and as *Internal Business Consultant* at TXU Corporation. From 1999 to 2001, Mr. Cioll was Senior Vice President and Chief Strategy Officer of RateXChange Corporation, an e-commerce startup. Mr. Cioll received a Bachelor of Science degree in Economics from Louisiana State University and a Master of Business Administration degree with a finance option from the University of New Orleans.

EDUCATION / CERTIFICATION

MBA in Finance (MBA 1983, Finance Concentration 1988), University of New Orleans
BS in Economics, 1980, Louisiana State University
CPA (license awarded in 1993), Louisiana

PROFESSIONAL EXPERIENCE

- TriEagle Energy, L.P., The Woodlands, TX 2009 – Present
Chief Financial Officer & Chief Risk Officer
- Lead all financial, accounting, and risk management functions of this electricity retailer.
 - Designed and implementing strategy to triple revenue and profits over a two year period.
 - Oversee the Company's credit facility with a major international oil and gas entity.
 - Expanding the company's operations into several additional markets expected to increase revenue by over \$200 million.
- COMMERCE ENERGY INC., Costa Mesa, CA 2004 – 2008
Vice President & Chief Risk Officer
- Chief Risk Officer for the largest independent power and natural gas retailer in the U.S. with approx. 200,000 customers.
 - Key interface in negotiating master banking agreement terms and conditions, and covenants.
 - Designed, negotiated, implemented, and managed structured financings raising \$40 mm of capital.
 - Successful financing activities to fund company capital needs through Wall Street counter parties. Road show experience.
 - Partnership with Internal Auditing in implementing SOX. Oversee all FAS 133 documentation, testing, and accounting.
 - Successfully led the acquisition of Houston Energy Corporation and supply / risk post acquisition integration of ACN Energy.
 - Set and manage credit limits, counter party credit functions, and commercial credit policy and procedures.
 - Implemented and manage risk management policies and procedures, liquidity measures, and credit practices.
 - Oversee risk control, deal ticket control, trading / hedging limits, and mitigation of risk exceptions.
 - Design and implement options hedging strategies and options products for customers.
 - Oversee and personally design the company's *portfolio of hedges* and speculative positions around the company's natural short position. Track record over the last 24 months is profit of a little over \$20 million in two years.
 - Develop strategies and tactics and oversee purchase and hedging of \$350 mm per year of power and natural gas in 17 markets.
 - Oversee enterprise risk function across the organization bringing transparency, ownership, and remediation to all major risks.
- TXU CORPORATION, Dallas, TX 2001 - 2004
Senior Director
- Key role in taking financial and risk performance measures, and trading controls and practices to best-in-class for TXU.
 - Instituted "best-in-class" credit processes and systems reducing bad debt by \$50 million annually.
 - Co-led with VP of Internal Audit a combined risk and accounting SOX plan development and corporate assessment.
 - Designed and implemented comprehensive risk management systems for two multi-billion dollar divisions of TXU.
 - Oversaw risk limits and mitigated risk exceptions of \$15 billion annual procurement for second largest division of TXU.
 - Implemented improvements in processes and systems improving load and generation forecasts from 8% to under 3% error.

RATEXCHANGE CORPORATION, San Francisco, CA

1999 – 2001

Senior Vice President – Operations and Chief Strategy Officer

- Led trading operations working directly with major clients including Aquila, Koch, Reliant, El Paso, BelCore, Teleglobe (U.S. arm of Bell Canada), Global Crossing, Level 3 and others in developing the leading on-line bandwidth exchange.
- One of the very few on-line exchanges that successfully competed against Enron-online during Enron's height of influence in the energy markets.
- Developed and implement startup's growth strategies and directed operations leading to a successful IPO.

KAISER ALUMINUM, Pleasanton, CA

1995 – 1998

Senior Director of Finance and Business Development, Kaiser Global Commodities Management

- Led risk management and international business development of \$4 billion annual revenue commodities management division.
- Successfully negotiated, implemented, and managed \$500 million JV with the Chinese government (CNEIC) including extensive experience negotiating and conducting business in China.
- Oversaw design of portfolio of open and hedged positions as well as complicated options strategies.
- Generated \$200 million in profit through electricity procurement and cogeneration strategy.
- One of 5 members of Kaiser's Risk Management Committee that set risk management policies and procedures, oversaw risk control, and mitigated risk exceptions across all of Kaiser Aluminum (\$5 billion in revenue).

FREEPORT MCMORAN, New Orleans, LA

1988 – 1995

Chief Financial Officer, Senior Vice President Finance and Treasurer, Services Division (1993 – 1995)

- As chief financial officer, directed all finance, accounting, and treasury operations of a services affiliate of Freeport McMoRan, a \$16 billion leading producer of copper, gold, chemical fertilizer, and oil and gas.
- Direct experience in oil and gas production and hedging finance.

Finance Business Director (Head of Finance / Acting CFO and M&A), Chemicals Division (Agrico Chemical) (1988 – 1993)

- Directed finance, SEC filings, M&A, planning and forecasting, business development, strategic planning, risk management and hedging functions for \$1.2 billion division. Led several initiatives doubling profits; key negotiator \$1 billion sale.
- Member of management committee that ran \$2 billion division including overseeing all risk management policies and procedures.
- Oversaw \$200 million per year raw material procurement and hedging of natural gas, oil, and electricity including average annual profit of \$30 million managing such activities.
- Successfully completed over 10 mergers, acquisitions, and dispositions.

ENTERGY CORPORATION, New Orleans, LA

1983 – 1988

Financial Analyst

- Prepared all 10-Ks, 10-Q, registration statements, and other SEC filings. Company liaison with SEC counsel Reid & Priest.
- Led and closed over 10 stock and bond financings totaling over \$3 billion used to finance power plant construction and acquisitions, managing all aspects of such financings with major investment bankers.

Robert B. Brown III, CPA

Resume

EXECUTIVE SUMMARY

Mr. Brown is a financial executive with broad experience in all aspects of accounting and financial management. Prior to TriEagle, he served as an accounting manager for a large, multi-national energy concern in Houston Texas. Among his responsibilities were managing a debtor-in-possession cash portfolio of \$4.5 billion. Mr. Brown earned his BS and MS in Accounting from Texas A&M University as a member of the Professional Program in Accounting. Mr. Brown is also a licensed CPA in the state of Texas.

EDUCATION / CERTIFICATION

Business Valuations Course, August 2001, Rice University Jones Graduate School of Mgmt

MS – Accounting, May, 1997, Texas A&M University

BS - Accounting, December, 1996, Texas A&M University

Certified Public Accountant, May, 1998, State of Texas

PROFESSIONAL EXPERIENCE

TriEagle Energy, L.P., The Woodlands, TX

(July 2004 – Present)

Chief Accounting Officer & Corporate Controller

Oversee the development and implementation of all accounting and accounting-related systems, policies and procedures for this \$48mm/yr. Retail Energy Provider. Developed treasury, collection and financial reporting functions while maximizing limited headcount resources.

- Successfully designed and implemented the revenue and cost recognition models for TriEagle Energy for the Texas deregulated electricity market
- Manage the annual audit process of TriEagle's external auditors resulting in unqualified opinions for TriEagle Energy's financial statements
- Developed all credit and collection policies and procedures for TriEagle Energy resulting in below industry average bad debt percentages and decreased days sales outstanding ratios.

Enron Corp, Houston, TX

(May 2001 – June 2004)

Manager – Financial Analysis Group

Promoted from the Associate Program to Manager and tasked with developing cash forecasting models.

- Responsible for managing a debtor-in-possession cash portfolio as part of Enron Corp.'s bankruptcy restructuring. Reviewed and authorized all cash disbursements to third party vendors. Ensured compliance with all court mandated cash management orders
- Designed and implemented a system for reporting and analyzing daily cash flows across all Enron business units. Created and sustained relationships with various accounting leaders to promote and support the daily cash-reporting platform
- Provided analytical support in the review of the performance of existing and potential businesses, including mergers, acquisitions and divestitures.

Enron Corp, Houston, TX

(September 2000 – May 2001)

Associate – IT Risk Management

Completed a rotation in the IT Compliance group to manage various projects and enforcement actions within the IT Risk Management Division

- Executed role of project manager for an enterprise-wide data classification project that involved an outside consulting group and a staff of five people. The project deliverables resulted in annual cost savings of \$1.5mm in data storage costs
- Created application context diagrams for Enron trading and risk management systems based in the Houston and London offices. This completed project resulted in efficient change management procedures and shorter application development life cycles

Enron Broadband Services, Houston, TX

(October 1998 – September 2000)

Associate – Office of the Chief Accountant

Facilitated the development of accounting and financial reporting systems for Enron Broadband Services

- Managed seamless integration of the accounting organization of a multi-million dollar software development company acquired by Enron Broadband Services

- Created and sustained relationships with bandwidth traders and network engineers for metrics development

Koch Industries, Houston, TX

(June 1997 – October 1998)

Pipeline Accountant – Koch Gateway Pipeline Company

Managed the daily accounting process for Koch Gateway Pipeline Company

- Developed controls to ensure accurate tracking of gas purchases that resulted in identifying overpayments made by Koch resulting in recovery of cash of \$330,000
- Introduced a balance sheet reconciliation framework that provided a model for maintaining and ensuring integrity of Koch balance sheet account resulting in increased year-end audit efficiency.

Robert C. Cantrell

Resume

EXECUTIVE SUMMARY

Mr. Cantrell has extensive strategic marketing experience from the energy, real estate, and telecommunications industries. Prior to TriEagle, he served as *President of start-up retail electric provider and VP of Sales and Marketing for two other energy retailers*. Mr. Cantrell also served as *Vice President for Strategic Development at Simple Communications, a start-up wireless reseller, and Director of Marketing at TXU Communications*. Rob earned his BA in Economics from the University of North Carolina and MBA from the University of Georgia.

EDUCATION / CERTIFICATION

MBA – Marketing, Real Estate, Banking, 1994, University of Georgia

BA - Economics, 1992, University of North Carolina

PROFESSIONAL EXPERIENCE

TriEagle Energy, L.P., The Woodlands, TX

(January 2010 – Present)

Vice President – Marketing and Sales

Manages all sales channels for this established retail electric provider, including direct sales team, channel partners, and mass market activities. Responsible for corporate marketing plans and execution, including online enrollment, public relations, and sales materials.

- Added new sales and marketing channels to increase corporate exposure in Texas
- Designed sales and channel automation tools via online self-service platforms

Champion Energy, Houston, TX

(October 2005 – October 2009)

Senior Vice President – Sales & Marketing

One of three founding executives to launch new retail electric provider in Texas deregulated market. Created all strategic, sales, and marketing plans, as well as online presence and automation of residential sign-up process. Responsible for management of origination (sales) team for indirect distribution and all third-party relationships.

- Grew customer base 95% through indirect channel to \$800 million in annual revenue
- Expanded third-party channel relationships to over 350 organizations in Texas and Illinois

StarTex Power, Houston, TX

(February 2005 – October 2005)

Senior Vice President – Sales & Marketing

Developed all sales channels within this start-up retail electric provider, including brokers, direct sales team, and strategic partners. Managed creation of all marketing materials and sales tools, including online sales automation. Recruited and maintained broker relationships with top industry consultants. Created pricing tools to automate bid preparation and quotes.

- Sales team negotiated over \$5 million in revenue
- Negotiated broker contracts leading to almost 500,000 MWhs in bid activity

Celluphone, Houston, TX and Los Angeles, CA

(May 2002 – February 2005)

National Business Development Manager

Launched three new product lines for this regional wireless reseller. Opened five new markets, training sales forces and recruiting new retailers. Represented company in numerous trade and industry organizations.

- Major accounts generate over \$10 million in quarterly revenues
- Grew e-commerce site from inception to \$7 million per year in revenues

Simple Communications, Houston, TX

(January 2001 – Sept 2001)

Vice President - Strategic Development

Managed all company operations -- sales, marketing, customer service, and fulfillment: Executed all business development and corporate alliance activities for wireless start-up, including expansion of retailer distribution channels, website development, and alternate payment locations. Led merger/acquisition and due diligence activities.

- Sales Operations team lowered overall sales costs by 50% at over 2,000 retail locations
- Recruited alternate payment locations generating \$1 million in additional monthly revenue

TXU Communications, Dallas/Houston, TX

(August 1998 – January 2001)

Director – Market Development

Coordinated marketing plans for new and existing telecom market areas, including pricing, targeting, project management, and advertising. Member of lead team for mergers, acquisitions, and other business development functions, as well as integration activities. Instituted processes to improve customer satisfaction in billing, sales, and communications. Managed affiliations with co-marketing partners, and built eight-person Marketing team from ground up.

- Instrumental in closing \$167 million acquisition of Fort Bend Communications
- Modeled and executed 25 successful promotional campaigns for 11 different services

PrimeCo PCS (now AT&T Wireless), Houston, TX

(October 1995 – August 1998)

Regional Sales Manager

Hired, trained, and motivated alternate channel sales team for Houston region. Achieved above assigned quota every month. Performed contract negotiations and new retailer generation, as well as development of sales contests and internal compensation. Managed sales team of 15 salespeople and 3 sales managers.

- 122% average quota attainment
- Promoted four times to become youngest Regional Manager in organization

Marketing Manager

Generated strategic plans for initial launch of wireless product in Houston. Managed marketing communications functions such as advertising and market research. Developed new products and distribution channels from inception to implementation. Formulated customer proposition, including pricing, store locations, distribution mix, and calling scope.

- Successfully launched 7 market-wide promotions generating over 35,000 new customers
- Selected to company's first Leadership Council (10 employees out of 1,500 nationwide)

Southeastern Consulting Group, Atlanta, GA

(December 1989 – October 1995)

Senior Consultant

Developed financial budgets and forecasts for multi-million dollar commercial properties throughout the Southeast, requiring extensive analysis of financial, social, and market data. Generated loan packages for underwriting and brokerage.

- Completed loan packages totaling \$150 million in value
- Assignments spanned 10 states for over 30 different clients



Exhibit M

Response to Technical Fitness



Response to Technical Fitness

TriEagle Energy ("TriEagle") has developed an Enterprise Business Model with its primary focus on delivering the most cost effective energy in the most efficient manner to our customers while providing excellent customer service. We conducted extensive research in the market place to identify our current back office vendor services to ensure maximization of intellectual capital while balancing the cost of the service. Each decision was based on the need to provide a cost effective service to our customers while insuring the service excellence of the system.

As a result, TriEagle has positioned itself as the Value Leader with the commercial segment in the deregulated Texas electric market. Additionally, TriEagle has been active in the Texas deregulated market for seven years and has gained an excellent reputation for our development of an integrated system involving customer enrollment, transaction management, billing, forecasting, and wholesale power risk management. Due to the extensive process automation we have put in place, TriEagle is able to effectively manage our staffing levels and focus primarily on customer service after the sale. These same systems and experienced staff will be utilized to bring value and low cost electric service to the citizens and businesses of the Commonwealth of Pennsylvania.

Our executive staff has extensive experience and networks within the wholesale and retail segments of the energy industry, not only in Texas but nationwide, which enables us to secure and provide reliable, competitive energy for our customers. TriEagle's executive management team has over 100 years experience in the energy industry.

- Mr. Cook, President and Chief Executive Officer, has over 20 years of management experience working in the energy industry including The Southern Company in sales, marketing, and domestic and international development. He also serves as the President and General Counsel of MJ Research & Development, L.P., which specializes in the engineering and production of energy conserving products.
- Mr. Case, Executive Vice President and Chief Operating Officer, brings over 22 years of experience in the energy industry including The Southern Company in operations, forecasting, costing, sales and commercial markets, in addition to business acquisition and development.
- Mr. Downey, Senior Vice President and Chief Supply Officer, brings over 34 years of experience in the energy business ranging from wholesale power marketing to power plant acquisitions. He also has over five years of wholesale power experience with PG&E National Energy Group, which included full requirements power supply to both municipal and retail electric providers.
- Mr. Cioll, Chief Financial Officer and Chief Risk Officer, has over 25 years of broad-based senior management experience in finance, international business development and marketing, strategic planning, and mergers and acquisitions. He is also experienced in initial and secondary public financings, and strategic planning with two Fortune 500 industrial companies.
- Mr. Brown, Corporate Controller and Chief Accounting Officer, has over 12 years of diverse accounting and financial management experience in the energy and energy-related industry. Mr. Brown has expertise in the areas of cash management and cash forecasting and before joining TriEagle was responsible for overseeing a \$6.5 billion cash position for a large energy company.
- Mr. Cantrell, Vice President of Marketing and Sales, brings over 14 years of extensive strategic marketing experience from the energy, real estate, and telecommunications industries. Prior to joining TriEagle, he served as President of a start-up retail electric provider and VP of Sales and Marketing for two other energy retailers. Mr. Cantrell also served as Vice President for Strategic Development at Simple Communications, a start-up wireless reseller, and Director of Marketing at TXU Communications.



Customer Registration

TriEagle understands the importance of the accurate transfer, monitoring and validation of each market data transaction in accordance with applicable protocols. All transaction processing is monitored on a daily basis by our Account Managers. TriEagle has in place Exception Reports which are checked daily to determine if there have been any failed transactions and then take the appropriate steps to resolve the issue.

To ensure the highest level of accuracy, TriEagle employed **EC-Power** in 2003 to provide EDI services. Formed in 1995, **EC-Power** has a long history in this fast moving e-commerce space, facilitating business-to-business transaction movements in a rapid and cost-effective manner. **EC-Power** is an application service provider (ASP), providing data transformation, intelligent transaction routing, and web-based reporting services. They began their transaction routing services with one of the energy industry's largest and most innovative companies, in the wholesale natural gas and electric power arenas. **EC-Power** began entering the deregulating retail electric power markets in 1998, and has aggressively pursued utility certification for trading partner setup in each additional state as it deregulates. Additionally, TriEagle has in place a proven, integrated software system capable of meeting the protocols and implementation guides and plans as required. For additional information on **EC-Power**, please visit TriEagle's website at www.trieagleenergy.com under the tab entitled "About Us" and the sub-tab "Our Partners".

Customer Call Center

TriEagle will operate a customer call center or centers that will receive customer telephone calls, including reports of outages and emergencies, or relating to bills, payment arrangements, discretionary service orders, and other routine matters. TriEagle's customers will be able to access the center on a toll-free basis. All staff receives training related to their call center responsibilities that will address, either directly or through business processes and systems, requirements in the following areas:

- Customer Protection and Anti-Discrimination Rules.
- Billing and payment provisions.
- Disconnect and reconnect orders, and when these are applicable.
- Payment arrangements for customer security deposits.
- All other customer protection rules related to call center operations.

Customer Invoicing

TriEagle contracted with **ista North America** in 2003 for its customer invoicing services. **ista's** Utility Solutions Group provides billing services, hosted Customer Information Systems and back office outsourcing/optimization for deregulated retail energy providers and regulated utilities. **ista's** back office billing solution integrates a highly-intelligent, optimized, and flexible billing platform (ista|net) with the operational excellence of a well-trained staff of operators, process analysts and developers. Tremendous value is delivered to our customers through our relationship with **ista** by combining service with an integrated, hosted software CIS platform. The results are a high quality/low cost operational environment and a business-honed, agile software system. The operational savings and increased quality of this environment are passed on to our customers for a fraction of the cost that it would take to create a similar environment. For additional information on **ista North America**, please visit TriEagle's website at www.trieagleenergy.com under the tab entitled "About Us" and the sub-tab "Our Partners".

Primary Point of Customer Contact

TriEagle has the necessary technical and managerial resources to serve as the primary point of contact for retail electric customers for delivery system service in accordance with applicable Commission rules, including procedures for relaying outage reports or emergencies to the transmission and distribution utility.



TriEagle will provide the following capabilities:

- 1) As previously described, TriEagle will provide call center capability to handle customers' requests, reports, and inquiries. Such activities could include outages and emergencies and normal customer inquiries regarding billing, payments, payment arrangements, discretionary service orders, and other concerns. The call center will provide a toll-free number for customers to use. Customers speaking Spanish will have access to bilingual representatives, and TriEagle will provide other languages as well, if needed. In addition, the call center will be available for the customers to request certain delivery system services available from the EDC.
- 2) TriEagle will supplement customer service agents on an "as needed" basis using technologies that allow the customer to use a touch-tone telephone interactively for some services. This system provides the means for a customer to report an outage or an emergency, for example, by following voice prompts from an audible menu. In addition, this service will be available in English and Spanish, at the customer's discretion.
- 3) TriEagle will have an internet home page that will provide customers the opportunity to select available services from an interactive menu. This menu is expected to provide a way to report outages and emergencies, request copies of bills and usage history, requests for meter problems, requests for documents such as the terms of service and customers rights, requests for move in and move out, requests to update or change customer information such as address, name, telephone number, and other information.

Customer Service Plan

Customer satisfaction is the cornerstone of TriEagle's business strategy. TriEagle is committed to substantially exceeding the Commission's minimum requirements for customer protection. TriEagle is developing internal policies and procedures, marketing materials, and other documentation to comply with all relevant customer protection and anti-discrimination rules promulgated by the Commission. In this regard, TriEagle established guidelines and a code of conduct for all employees to ensure internal compliance with customer protection and anti-discrimination rules. TriEagle will also monitor Commission's activities and proceedings, including electric rulemakings and pertinent contested cases, to ensure ongoing compliance with all applicable rules, requirements, and rulings.



Exhibit N

AFFIDAVIT

Reliability Protocols

RECEIVED

MAY 14 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

AFFIDAVIT

State of Texas

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§
§

County of Montgomery

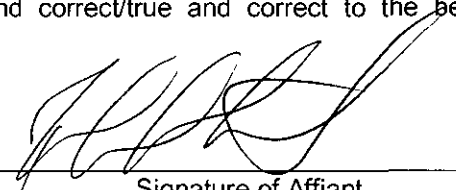
Robert C. Case, Affiant, being duly affirmed according to law, deposes and says that:

He is the Executive VP and COO of TriEagle Energy, L.P.

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

That, TriEagle Energy, L.P. ("TriEagle"), the Applicant herein, acknowledges 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 TriEagle agrees to comply with the operational requirements of the control area(s) within which it provides retail service.

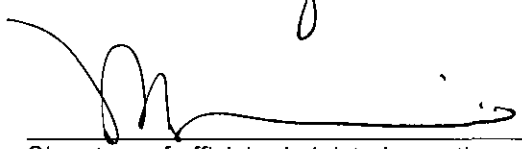
That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.



Signature of Affiant

Sworn and subscribed before me this 14th day of May, 2010.





Signature of official administering oath

My commission expires July 7, 2011



Exhibit O
AFFIDAVIT
Title 66

RECEIVED

MAY 14 2010

AFFIDAVIT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

State of Texas

§
§
§
§

County of Montgomery

Robert C. Case, Affiant, being duly affirmed according to law, deposes and says that:

He is the Executive VP and COO of TriEagle Energy, L.P.

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

That, TriEagle Energy, L.P. ("TriEagle"), the Applicant herein, acknowledges that TriEagle 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 TriEagle, 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.

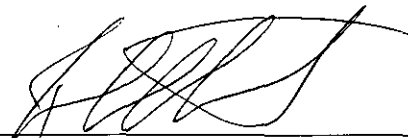
That TriEagle, the Applicant herein, certifies to the Commission that it is subject to, will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 28 of Title 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 TriEagle, 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.

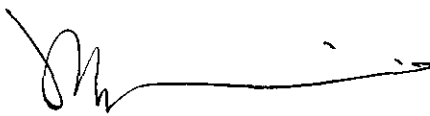
That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Bureau of Public Liaison or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the 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 14th day of May, 2010.



Signature of official administering oath

My commission expires July 7, 2011.

fedex.com 1.800.GoFedEx 1.800.463.3339

FedEx US Airbill

Express

FedEx Tracking Number

8723 9290 1480

Form ID No. **0215** Recipient's Copy

RECIPIENT: PEEL HERE

1 From This portion can be removed for Recipient's records.

Date 5/14/10 FedEx Tracking Number 872392901480

Sender's Name Robert C. Case Phone 281 681-2381

Company TRIEAGLE ENERGY

Address 2620 TECHNOLOGY FOREST DR

City THE WOODLANDS State TX ZIP 77381-3904

2 Your Internal Billing Reference

3 To Recipient's Name James J. McNulty Phone 717 787-8763

Company Pennsylvania Public Utility Commission

Address Keystone Building, 3rd Floor

Address Room N201

City Harrisburg State PA ZIP 17120



8723 9290 1480

0419791188

4a Express Package Service * To most locations. Packages up to 150 lbs.

FedEx Priority Overnight Next business morning ** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Standard Overnight Next business afternoon. Saturday Delivery NOT available.

FedEx First Overnight Earliest next business morning delivery to select locations.

FedEx 2Day Second business day ** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Express Saver Third business day Saturday Delivery NOT available.

4b Express Freight Service ** To most locations. Packages over 150 lbs.

FedEx 1Day Freight Next business day ** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 2Day Freight Second business day ** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx 3Day Freight Third business day ** Saturday Delivery NOT available.

5 Packaging Declared value limit \$500.

FedEx Envelope FedEx Pak* Includes FedEx Small Pak and FedEx Large Pak

FedEx Box FedEx Tube Other

6 Special Handling and Delivery Signature Options

SATURDAY Delivery NOT available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 3Day Freight.

No Signature Required Package may be left without obtaining a signature for delivery.

Direct Signature Someone at recipient's address may sign for delivery. See applics.

Indirect Signature If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. See applics.

Does this shipment contain dangerous goods? One box must be checked.

No Yes 1 Yes Shipper's Declaration Dry Ice Dry Ice, 9 UN 1845 _____ x _____ kg

Dangerous goods (including Dry Ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box. Cargo Aircraft Only

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below.

Sender Acct. No. in Section 1 will be billed. Recipient Third Party Credit Card Cash/Check

Total Packages _____ Total Weight _____ Credit Card Acct. _____

fedex.com 1.800.GoFedEx 1.800.463.3339