



September 28, 2010

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

RECEIVED

SEP 29 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Great American Power, LLC
Pennsylvania Electric Generation Supplier Application

Dear Mr. McNulty,

Please find enclosed the application for Great American Power, LLC. The company is applying to become an Electric Generation Supplier within the state of Pennsylvania.

Thank you for your consideration of this application.

Should you have any questions concerning this application, please do not hesitate to contact me via email or phone.

Respectfully submitted,

Lyman Wilkes
President
Great American Power, LLC
Email – lwilkes@greatamericanpower.com
Phone – (713) 443-4026

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Great American Power, LLC for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) aggregator engaged in the business of supplying electricity 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:

GREAT AMERICAN POWER, LLC
1002 Village Road
Orwigsburg, Pennsylvania 17961
Telephone – (570) 366-8783
Fax – (484) 229-0707

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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.

N/A

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:

Lyman Wilkes
1002 Village Road
Orwigsburg, Pennsylvania 17961
Telephone – (713) 443-4026
Telephone – (570) 366-8783
Fax – (484) 229-0707

- 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:

Craig Buffington
1002 Village Road
Orwigsburg, Pennsylvania 17961
Telephone – (570) 366-8783
FAX – (484) 229-0707

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

Marty Cerullo
450 West Market Street
P.O. Box 450
Pottsville, Pennsylvania 17901
Telephone – (570) 622-0767

- 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:

N/A

4. **FICTITIOUS NAME:**

The Applicant will not be using a fictitious name.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

The Applicant is a Domestic Limited Liability Company

See Attachment 5-1 for Proof of Compliance

See Attachment 5-2 for Great American Power, LLC Articles of Formation

Name and Address of Officers:

Lyman Wilkes
President & Chief Operating Officer
1002 Village Road
Orwigsburg, Pennsylvania 17961

The Applicant was formed in the state of Pennsylvania

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:**

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

7. **APPLICANT'S PRESENT OPERATIONS:**

The Applicant is not presently doing business in Pennsylvania.

8. **APPLICANT'S PROPOSED OPERATIONS:**

The Applicant will operate as an Aggregator or Electric Generation Supplier (EGS) engaged in the business of supplying electricity.

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

The Applicant is proposing to provide Competitive Energy Supply to Customers in Pennsylvania.

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

The Applicant is initially proposing to provide Competitive Energy Supply to Customers in:

Pennsylvania Power and Light (PPL) territory
Metropolitan Edison (Met-Ed) territory

Pennsylvania Electric Company (Penelec) territory
PECO Energy (PECO) territory

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

- Residential Customers
- Commercial Customer (25 kW and Under)

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

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.

13. **START DATE:** The Applicant proposes to begin delivering services on or about December 1, 2010.

14. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, the Applicant will 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

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

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

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

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

Carol C. Reilly, Manager
Energy Acquisition
PECO Energy Company
2301 Market Street
Philadelphia, PA
19101-8699

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 Attachment 14-1 for Proof of Service on the parties above.

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

Tax Certificate Statement attached as Attachment 15-1

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 the Applicant nor any person identified in this Application has been convicted of a crime involving fraud or similar activity.

17. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION:**

- 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. Contacts for Customer Service and Complaints:

Carlos Lopez
1200 Belcher Road South
Suite 10
Largo, Florida
(727) 216-6192
Carlos@EnvisionMarketingInc.com

Justin Olds
1200 Belcher Road South
Suite 10
Largo, Florida
(727) 967-0161
Justin@tcdemand.com

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

Customer Agreement attached as Attachment 17-1

- A. 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.

Disclosure Statement attached as Attachment 17-2

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

Furnishing proof of other initial security for Commission approval, to ensure financial responsibility.

Great American Power, LLC has caused Wells Fargo bank to issue IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER SM237821W on September 24, 2010 in favor

of the Pennsylvania Public Utility Commission to satisfy the PAPUC requirement of \$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.

Initial Balance Sheet for Great American Power, LLC attached as Attachment 19-1

- B. Applicant must provide the following information:

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

Lyman Wilkes
President

Resume of Lyman Wilkes attached as Attachment 19-2

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

Bill Heckman, CPA, CFP
Managing Member
Heckman & Laudeman, LLC
400 Pinebrook Place, Suite 12
P.O. Box 347
Orwigsburg, Pennsylvania 17961
Telephone – (570) 366-8509
FAX – (570) 366-8630

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.

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

Justin Olds
Chief Marketing Officer

- Proposed staffing and employee training commitments

The Applicant, Great American Power ("GAP") will utilize a Clearwater, Florida call center of approximately 60 employees which can expand its capacity upward to 150 representatives. GAP will ensure that the sales representatives and customer services representatives are all highly trained and skilled employees. In addition, state-of-the-art technologies will be utilized in the call center to ensure prompt response to customer needs and queries. Customers speaking Spanish will have access to bilingual representatives. All staff will receive training related to their call

center responsibilities that will address, either directly or through business processes and system requirements in the following areas:

- a.) Customer Protections and Anti-Discrimination Rules
- b.) Billing and payment provisions of Applicant's Terms of Service in the Disclosure Statement
- c.) All other customer protection rules related to call center/telemarketing operations

Great American Power, LLC will stay current on modifications to the Commission's Customer Protection rules as well as changes in the telemarketing laws. Weekly training and monitoring will be conducted to provide improved customer retention and relations. GAP employees will be trained in all facets of the retail energy industry in order to provide the most accurate and up-to date information.

GAP's facilities will operate between the hours of 9 am EST and 9 pm EST Monday – Saturday. Non-operating hours will be handled by an IVR with appropriate business hours and the respective Electric Delivery Company's contact information to call in cases of emergency or outages.

- Business Plan

Business Plan (Confidential) of Great American Power, LLC attached as Attachment 20-1

- 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.

The Applicant will submit for membership in any Reliability Council if it is required for an Electric Generation Supplier.

- 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.

Sworn affidavit of Lyman Wilkes attached as Attachment 20-2

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.

The Applicant will adhere to the rules and regulations regarding the transfer of licenses.

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.

The Applicant will adhere to the rules and regulations regarding 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.

The Applicant will conform to all 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.

The Applicant will comply with all Reporting Requirements listed above.

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.

The Applicant agrees to amend its application and the information contained within as changes occur.

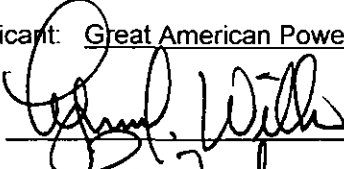
26. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury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

The Applicant affirms that all statements within this application are true.

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

Application fee is enclosed.

Applicant: Great American Power, LLC

By: 

Title: President

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**Attachment 5-1
Proof of Compliance
Secretary of State filing requirements**



Fw: Registration Confirmation

Monday, May 24, 2010 5:27 PM

From: "Lyman Wilkes" <lgraywilkes@yahoo.com>
To: "Bill Heckman" <billh@heckmanandlaudeman.com>

I'm not sure if you need this as well, but here you go.

Lyman

--- On Tue, 5/18/10, pao4b@state.pa.us <pao4b@state.pa.us> wrote:

From: pao4b@state.pa.us <pao4b@state.pa.us>
Subject: Registration Confirmation
To: lgraywilkes@yahoo.com
Cc: RA-PAO4BRegistration@state.pa.us
Date: Tuesday, May 18, 2010, 12:06 PM

Pennsylvania Open for Business Registration Confirmation.....

PA PowerPort Universal Login User ID : **537740**
PA PowerPort Universal Login User EMail : **lgraywilkes@yahoo.com**
Enterprise Registration ID : **O215520100518**
Enterprise Name : **Great American Power, LLC**
Enterprise Registration Submission Date : **05/18/2010**

Thank you for using Pennsylvania Open for Business to register your enterprise online!
Your registration for the enterprise has been received and will be forwarded to the Commonwealth of Pennsylvania agencies listed below.
The Departments of Revenue, Labor and Industry, and State are currently the only Commonwealth agencies participating in PA Open for Business.

- Department of Revenue**
- Department of Labor and Industry**
- Department of State**

The PA Open for Business Business Registration Processing Timeline outlines the expected registration processing time for the Departments of Labor and Industry, Revenue, and State. [Click here](http://www.paopen4business.state.pa.us/paofb/cwp/view.asp?a=3&q=440653) or on the following link to view the Timeline. <http://www.paopen4business.state.pa.us/paofb/cwp/view.asp?a=3&q=440653>

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

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Great American Power, LLC

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: 3958929

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Wilkes, Lyman
1001 Village Rd
Orwigsburg, PA 17961

Domestic Limited Liability Company

ST, PA04B

From: pao4b@state.pa.us
Sent: Tuesday, May 18, 2010 1:07 PM
To: ST, PA04B
Subject: PA04B New Registration

292/55

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

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

Name

Lyman Wilkes
Address
1001 Village Road
Address

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 3 Page(s)



City State Zip Code
Orwigsburg PA 17961

Email: lgraywilkes@yahoo.com

Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
Great American Power, LLC
2. The (a) address of limited liability company's 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
1001 Village Road Orwigsburg PA 17961 54
(b) Name of Commercial Registered Office County
3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):
Name Address
Lyman Gray Wilkes 18012 Lutheran School Road Tomball TX 77377
4. Strike out if inapplicable term
A member's interest in the company is to be evidenced by a certificate of membership interest.
5. Strike out if inapplicable
Management of the company is vested in a manager or managers.
6. The specified effective date, if any is:

CC \$125

5/19/2010

PA DEPT. OF STATE

JUN 01 2010

06 01 2010
Month Day Year hour, if any

- 7. *Strike out if inapplicable term:* The company is a restricted professional company organized to render the following restricted professional service(s):
- 8. For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the
organizer(s) has (have) signed this
Certificate of Organization this
..... day of

.....
.....
Signature

.....
.....
Signature

.....
.....
Signature

0215520100518

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
Domestic Signature Form

Document must be completed and mailed to the address listed below.

Department of State
Corporation Bureau
P.O. Box 8722
Harrisburg, PA 17105-8722
(717) 787-1057

- 1. The enterprise structure is:
Limited Liability Company
- 2. The enterprise legal name is:
Great American Power, LLC
- 3. The enterprise's fictitious name is:

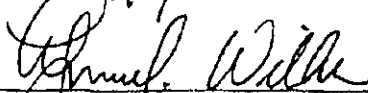
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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

IN TESTIMONY WHEREOF, the undersigned have caused this application to be executed this

28th day of May, 2010



Individual Signature of Lyman Gray Wilkes

0215520100518

To avoid any delay or rejection, signature form(s) should be received within 7-10 days of the registration submission date.

PA DEPT OF STATE

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**Attachment 5-2
Great American Power, LLC
Articles of Formation/Operating Agreement**

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JUN 22 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

OPERATING AGREEMENT
OF
Great American Power, LLC
(a Pennsylvania Limited Liability Company)

THIS OPERATING AGREEMENT ("Agreement") is entered into as of the 3rd day of June, 2010, for Great American Power, LLC, a Pennsylvania limited liability company ("Company"), by and between JEFF BORNSTEIN, individually, and DAMIAN KONDROTAS, individually, the initial members of the Company.

BACKGROUND

A. The Company has been organized as a Pennsylvania limited liability company by the filing of a certificate of organization ("Certificate") with the Pennsylvania Department of State, Corporation Bureau, under and pursuant to the Pennsylvania Limited Liability Company Law of 1994, 15 Pa.C.S. §8901, et seq., and any successor statute, as amended from time to time ("Act").

B. The parties hereto desire to memorialize in writing their understandings with respect to the ownership of member interests in, and management of, the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be bound legally hereby, the parties agree as follows:

1. Definitions. In addition to the terms defined in other provisions of this Agreement, the following terms shall have the meanings set forth below unless the context requires otherwise:

"Affiliate." As to any Person, any other Person that directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with such Person or, if such Person is an individual, the Immediate Family of such Person or trusts solely for the benefit of such Immediate Family. As used in this definition, the term "control" means the possession, directly or indirectly, or as trustee or executor, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, as trustee or executor, by contract or credit arrangement or otherwise.

"Capital Account." The individual account maintained by the Company with respect to each Member as provided in Section 7 of this Agreement.

"Capital Contribution." The aggregate amount of cash and the agreed value of any property or services (as determined by the Member and the Company) contributed by each Member to the Company as provided in Section 6. In the case of a Member that acquires a Membership Interest in the Company by an assignment or transfer in accordance with the terms of

this Agreement, "Capital Contribution" means the Capital Contribution of that Member's predecessor proportionate to the acquired Membership Interest.

"Certificate." The certificate of organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the Department of State of the Commonwealth of Pennsylvania pursuant to the Act.

"Claim." See Section 19(b).

"Code." The Internal Revenue Code of 1986, as amended.

"Covered Person." Manager, Member, any Affiliate of a Member, any officer, director, shareholder, partner, employee, representative, or agent of the Manager or Member, or their respective Affiliates, or any officer, employee, or agent of the Company or its Affiliates.

"Damages." See Section 19(a).

"Immediate Family." With respect to any individual, such individual's parents, spouse, issue, and adopted children, or any of them.

"Indemnified Party." See Section 19(b).

"Laws." Any of the following:

(1) all constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules, regulations, and municipal bylaws, whether domestic, foreign, or international;

(2) all judgments, orders, writs, injunctions, decisions, rulings, decrees, and awards of any governmental body;

(3) all policies, practices, and guidelines of any governmental body; and

(4) any amendment, modification, re-enactment, restatement, or extension of any of the foregoing, in each case binding on or affecting the party or Person referred to in the context in which such word is used.

"Majority Vote." The written approval of, or the affirmative vote by, Members holding a *majority of the Voting Rights*. Except as otherwise provided in this Agreement, any decision, determination or other to be taken by the Members shall be made or taken by Majority Vote.

"Manager." Any Person(s) elected by the Members to serve as the manager(s) of the Company, as provided in this Agreement. The Managers are identified on Annex B, which may be amended from time to time.

"Member." A Person who at the time is a member of the Company. "Members" means two or more Persons when acting in their capacities as members of the Company. For purposes of the application of a provision of the Act to the Company, the Members shall constitute one class or group of members. The Members shall be as stated on Annex A, which may be amended from time to time.

"Membership Interest." The interest of a Member in the Company, including, without limitation, interests in the profits and losses, rights to distributions (liquidating or otherwise), allocations and information, and rights to consent to or approve actions by the Company, all in accordance with the provisions of this Agreement and the Act.

"Notice." See Section 20(b).

"Officer." Any officer appointed by the Managers hereunder.

"Percentage Interest." The proportionate Membership Interest of a Member expressed as a percentage as shown on Annex A, as it may be amended from time to time.

"Person." A natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, estate, association, or other legal entity or organization.

"Profits and Losses." For each taxable year or other period, an amount equal to the Company's taxable income or loss for that year or period, determined in accordance with Code § 703(a) (for these purposes, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code § 703(a)(1) shall be included in taxable income or loss).

"Secretary." Any Person appointed by the Managers to serve as Secretary of the Company.

"Treasurer." Any Person appointed by the Managers to serve as Treasurer of the Company.

"Treasury Regulations" or "Treas. Regs." The income tax regulations, including temporary regulations, promulgated under the Code, as those regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Voting Rights." The number of votes of each Member (as set forth in Section 15(b)) for the purpose of voting on any matter arising under this Agreement.

2. Organization. The Members hereby ratify the organization of the Company as a limited liability company under and pursuant to the provisions of the Act and agree that the rights, duties, and liabilities of the Members shall be as provided in the Act, except as otherwise provided in this Agreement.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is to purchase and resell electricity, and engaging in any other lawful act or activity for which limited liability companies may be organized under the Act and engaging in any and all activities necessary, convenient, desirable, or incidental to the foregoing.

4. Term. The existence of the Company commenced on the date the Certificate was filed in the office of the Department of State of the Commonwealth of Pennsylvania and shall continue until the Company is dissolved in accordance with the provisions of this Agreement and the Act.

5. Principal Office. The principal office of the Company shall be located at 1001 Village Road, Orwigsburg, Schuylkill County, Pennsylvania, or at such other location as may be determined, from time to time, by the Managers.

6. Company Capital and Percentage Interests.

(a) Initial Capital Contributions. The initial Capital Contribution that each Member has made or is deemed to have made to the Company is set forth opposite each Member's name in Annex A.

(b) Additional Capital Contributions. A Member shall not be required to make any capital contribution to the Company not specifically agreed to in writing between such Member and the Company, or be obligated or required under any circumstances to restore any negative balance in the Member's Capital Account.

(c) No Interest. Interest shall not be paid on or with respect to the Capital Contribution or Capital Account of any Member.

(d) No Right to Return of Capital Contributions. Although the Company may make distributions to the Members from time to time as a return of their Capital Contributions, a Member shall not have the right to withdraw or demand a return of any of the Member's Capital Contribution or Capital Account, except upon dissolution or liquidation of the Company.

7. Capital Accounts. A Capital Account shall be established and maintained on the books of the Company for each Member.

8. Allocation of Profits or Losses. Profits or Losses shall be allocated to the Members in accordance with Percentage Interests, except as otherwise provided in Section 7.

9. Distributions.

(a) General Rule. Subject to subsection (b), distributions of cash and/or other assets or property of the Company, from whatever source (including, without limitation, net proceeds of Company's operations and sale, and financing or refinancing of Company assets) shall be made to the Members in accordance with their respective Percentage Interests at such times, and in such amounts, as the Managers shall determine. In making determinations regarding distributions, the Managers may set aside funds and establish reserves for such items as the Managers shall determine, including, without limitation, working capital, capital expenditures, acquisition of other assets by the Company, and the satisfaction of liabilities (including, without limitation, contingent liabilities).

(b) Minimum Distribution. With respect to any taxable year of the Company in which Members are allocated taxable income for federal income tax purposes (and for this purpose all items of income, gain, loss, or deduction required to be separately stated pursuant to Section 703 of the Code shall be included in the calculation of taxable income (other than the amount, if any, by which capital losses exceed capital gains)), the Company shall attempt to distribute to the Members, within ninety (90) days after the close of that taxable year, no less than the amount determined by multiplying the Company's taxable income (computed as set forth in this sentence) by the highest composite federal, state, and local income tax rate applicable to any Member. For purposes of the preceding sentence, the Company's taxable income for a year shall be reduced by any net loss of the Company in prior years that has not previously been so taken into account under this Section 9(b). Nothing herein shall require the Company to borrow money or reduce its cash flow so as to restrict its ability to operate the day-to-day activities of the business in order to make such distributions.

10. Establishment of Reserves. The Managers shall have the right and obligation to establish reasonable reserves for maintenance, improvements, acquisitions, capital expenditures, and other contingencies, such reserves to be funded with such portion of the operating revenues of the Company as the Managers may deem necessary or appropriate for that purpose.

11. Tax Returns. The Managers shall arrange for the preparation of all tax returns required to be filed for the Company. Each Member shall be entitled to receive copies of all federal, state, and local income tax returns and information returns, if any, which the Company is required to file. All information needed by the Members and other Persons who were Members during the applicable taxable year for income tax purposes shall be prepared by the Managers or the Company's accountants and furnished to each such Person after the end of each taxable year of the Company.

12. Tax Elections.

(a) Elections to be Made. To the extent permitted by applicable tax law, the Managers, on behalf of the Company, may make any tax election the Managers may deem appropriate and in the best interests of the Members.

13. Conflicts of Interest.

(a) Other Business Interests. The Managers, or any Member (or Affiliate thereof) may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Members shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. Neither the Managers, nor any Member (or Affiliate thereof) shall be obligated to present any particular investment opportunity to the Company even if the opportunity is of a character that, if presented to the Company, could be taken by the Company, and a Manager or Member (or Affiliate thereof) shall have the right to take for his own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

(b) Interested Transactions. A contract or transaction between the Company and one or more of its Managers, or one or more of its Members, or between the Company and another domestic or foreign association in which one or more of its Managers, or one or more of its Members, have a management role or a financial or other interest, shall not be void or voidable solely for that reason, if:

(1) the material facts as to the relationship or interest and as to the transaction are disclosed or known to the Members and the Managers and the contract or transaction is approved in good faith; or

(2) the contract or transaction is fair to the Company as of the time it is authorized, approved, or ratified.

14. Control and Management; Member Voting.

(a) Managers. Management of the business and affairs of the Company shall be vested in the Managers, to be elected or removed by a Majority Vote of the Members. A Member, as such, shall not take part in, or interfere in any manner with, the management, conduct or control of the business and affairs of the Company as the same are delegated to the Managers hereunder. The Managers shall have all the management rights and powers relating to the Company as provided in this Agreement and on Annex B hereto. The Managers need not devote services to the Company on a substantially full-time basis.

(b) The Managers may appoint a Member or any other Person to serve as an Officer of the Company. The Managers may assign titles to the Officers. Unless the Managers decides otherwise, if the title is one commonly used for officers of a business corporation, the assignment of that title shall constitute the delegation of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made by the Managers. Any number of offices may be held by the same Person. The salaries or other compensation, if any, of the Officers, other employees and agents of the Company shall be fixed

from time to time by the Managers or such other Person to whom the Managers have delegated that authority.

(c) Binding Effect of Actions. Each Member shall be bound by, and hereby consents to, any and all actions taken and decisions made by the Managers in accordance with the terms of this Agreement. Unless so authorized by the Managers, or as provided in this Agreement or under the Act, no member shall have the authority to bind the Company. In the event any action is duly taken by, or any document is duly executed by, Members holding a Majority Vote of the Voting Rights the same shall be binding on the Company with the same force and effect as if the action, or the execution of the document, were approved by a vote of the Members.

(d) Business Transactions. Notwithstanding any other provision of this Agreement, unless approved by Members holding the Majority Vote of the Voting Rights, the Company may not:

(1) engage in a merger or consolidation with or into any corporation, partnership, limited liability company, or any other entity, whether or not the Company shall be the surviving entity of such merger or consolidation;

(2) sell all or substantially all of its assets to any person or entity;

(3) divide into two or more limited liability companies; or

(4) engage in any similar business transaction.

(e) Member Voting Procedures. Members shall have the percentage voting rights shown on Annex "A" hereto, which need not match the percentage ownership interest. Members may vote in person or by proxy at a meeting of Members (which may be held by conference telephone), or by consent in lieu of a meeting. Proxies and consents shall be in writing or communicated by electronic means.

15. Transfer of Interests; Admission of Additional Members.

(a) Transfer of Interests. Except with the prior written consent of the Members holding at least seventy-five percent (75%) of the Voting Rights, no Member shall, in any manner, sell, assign, transfer, donate, encumber, assign, or otherwise dispose of (each such transaction being referred to herein as a "Transfer") any Membership Interest that such Member owns or hereafter acquires. In addition, no Transfer shall become effective until such transferee executes a joinder agreement, thereby agreeing to be bound by the terms and conditions of this Agreement. Any Transfer of a Membership Interest that is not implemented according to the terms of this Agreement shall be null and void and of no force or effect whatever.

(b) Admission of Additional Members. New Members shall be admitted only with the prior written consent of the Members holding at least seventy-five percent (75%) of the Voting Rights, contingent on new Member executing a joinder agreement, whereby such new Member shall agree to be bound by the terms and conditions of this Agreement.

16. Dissolution.

(a) Events of Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following:

(1) the vote, consent, or agreement of Members holding at least seventy-five percent (75%) of the Voting Rights; or

(2) the entry of an order of judicial dissolution of the Company under Section 8972 of the Act.

(b) Distributions upon Dissolution. In the event of the dissolution of the Company, the assets of the Company shall be liquidated in such manner as the Members shall determine and, after the obligations of the Company to third parties have been discharged or provided for in accordance with applicable law, the net proceeds of the liquidation shall be distributed in accordance with the following procedure:

(1) The net proceeds shall be distributed first, among the Members, if any, who have made unpaid loans or advances to the Company, in an amount up to the aggregate amount of such unpaid loans and advances, and in proportion to the amount of such loans and advances and the unpaid interest thereon.

(2) The Company may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members.

(3) With respect to all Company property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution.

(4) After completion of the steps in paragraphs (1) and (2), the remaining assets shall be distributed to the Members in an amount equal to the credit balance in each of their Capital Accounts, after giving effect to all contributions, distributions, and allocations for all periods.

(c) Certificate of Dissolution. On completion of the liquidation of Company assets as provided herein, the Managers (or such other person or persons as the Act may require or permit) shall file a Certificate of Dissolution with the Department of State of the Commonwealth of Pennsylvania and take such other actions as may be necessary to terminate the existence of the Company.

(d) Final Accounting. In connection with the Company's liquidation, the Managers or Treasurer shall compile and furnish to each Member a statement setting forth the assets and liabilities of the Company as of the date of complete liquidation.

17. Books and Records.

(a) General Rule. The Managers or Secretary shall cause to be kept full and accurate books and records of the Company. All books and records of the Company shall be kept at the Company's principal office and shall be available at such location at reasonable times for inspection and copying by the Members or their duly authorized representatives. The Company shall maintain the following records, among others:

- Member.
- (1) a current list of the full name and last known mailing address of each
 - (2) a copy of the Certificate and all amendments thereto.
 - (3) copies of the Company's federal, foreign, state, and local income tax returns and reports.
 - (4) a copy of this Agreement and all amendments thereto.
 - (5) any financial statements of the Company.

(b) Annual Financial Information. The Company, through its Managers and/or Treasurer, shall furnish to its Members annual financial statements, including at least a balance sheet as of the end of each fiscal year and a statement of income and expenses for the fiscal year. The financial statements shall be prepared on the basis of generally accepted accounting principles, if the Company prepares financial statements for the fiscal year on that basis for any purpose, and may be consolidated statements of the Company and one or more of its subsidiaries. The financial statements shall be mailed by the Company to each of the Members within one hundred twenty (120) days after the close of each fiscal year.

18. Liability of Members. The Members, as such, shall not be liable for the debts, obligations, or liabilities of the Company except to the extent required by the Act.

19. Indemnification.

(a) Indemnification of Covered Persons. Except as expressly prohibited by Law, the Company shall indemnify, defend, and hold harmless each Covered Person from and against any and all debts, losses, claims, damages, costs, demands, fines, judgments, contracts (implied and expressed, written and unwritten), penalties, obligations, payments, liabilities of every type and nature (whether known or unknown, fixed or contingent), including, without limitation, those arising out of any lawsuit, action, or proceeding (whether brought by or on behalf of a party to this Agreement or by any third party), together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, out-of-pocket expenses, and other reasonable costs and expenses incurred in investigating, preparing, or defending any pending or threatened lawsuit, action, or proceeding) incurred in connection with the foregoing (collectively "Damages") suffered or sustained by such Covered Person by reason of any act, omission, or alleged act or omission by such Covered Person arising out of such Covered Person's activities taken primarily on behalf of the Company, or at the request or with the approval of the Company, or primarily in furtherance of the interests of the Company. Notwithstanding the foregoing, indemnification shall not be available under this Section where the acts, omissions, or alleged acts or omissions upon which an actual or threatened action, proceeding, or claim is based constituted willful misconduct or recklessness.

(b) Indemnification Procedure. The procedure under which indemnification shall be provided under this Section shall be as follows:

(1) A party seeking indemnification from the Company pursuant to subsection (a) (an "Indemnified Party") shall give prompt notice to the Company of the assertion of any claim, including any claim brought by a third party, in respect of which indemnity may be sought (a "Claim") and shall give the Company such information with respect thereto as the Company may reasonably request, but no failure to give such notice shall relieve the Company of any liability hereunder except to the extent the Company has suffered actual prejudice thereby.

(2) Except as provided in paragraph (3), the Company shall have the right, exercisable by written notice (the "Notice") to the Indemnified Party (which Notice shall state that the Company expressly agrees that as between the Company and the Indemnified Party, the Company shall be solely obligated to satisfy and discharge the Claim) within 30 days of receipt of notice from the Indemnified Party of the commencement of or assertion of any Claim, to assume the defense of the Claim, using counsel selected by the Company and reasonably acceptable to the Indemnified Party. If the Company fails to give the Indemnified Party the Notice within the stated time period, the Indemnified Party shall have the right to assume control of the defense of the Claim and all Damages in connection therewith shall be reimbursed by the Company upon demand of the Indemnified Party.

(3) The Company shall not have the right to assume the defense of a Claim:

- (i) seeking an injunction, restraining order, declaratory relief, or other non-monetary relief against the Indemnified Party (whether or not the Company is also named as a party), or
- (ii) if the named parties to the action (including any impleaded parties) include both the Indemnified Party and the Company and the Indemnified Party has been advised by counsel that there are one or more legal or equitable defenses available to the Indemnified Party that are different from those available to the Company.

(4) A party defending a Claim shall not have the right to compromise or settle any claim for non-monetary relief against any other party without the other party's consent. A party defending a Claim shall not have the right to compromise or settle any claim for monetary relief against any other party without the other party's consent unless the monetary relief is paid in full by the settling party. A party shall not unreasonably withhold or deny its consent under this paragraph, but an Indemnified Party shall not be required to consent to a compromise or settlement of a Claim if in the reasonable judgment of the Indemnified Party the compromise or settlement would have a continuing material adverse effect on the Indemnified Party's business (including any material impairment of its relationships with customers and suppliers).

(5) If at any time after the Company assumes the defense of a Claim the situation changes such that the Company would not be able to assume the defense of the Claim under paragraph (3) if the Claim were newly filed at that time, the Indemnified Party shall have the same rights as if the Company never assumed the defense of the Claim.

(6) The Company or the Indemnified Party, as the case may be, shall always have the right to participate, at its own expense, in the defense of any Claim that the other is defending.

(7) Whether or not the Company chooses to defend or prosecute a Claim involving a third party, the Company and the Indemnified Party shall cooperate in the defense or prosecution thereof and shall furnish such records, information, and testimony, and attend such conferences, discovery proceedings, hearings, trials, and appeals as may be reasonably requested in connection therewith.

(c) Right to Advancement of Expenses. Except as expressly prohibited by Law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit, or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit, or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in subsection (a).

(d) Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Managers shall deem reasonable, on behalf of Covered Persons and such other Persons as the Managers shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company or such indemnities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement. The Company may enter into indemnity contracts with Covered Persons and such other Persons as the Managers shall determine and adopt written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section 19 and containing such other procedures regarding indemnification as are appropriate.

(e) Non-exclusivity of Rights. The rights conferred on any person by this Section 20 shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate, agreement, authorization by the Managers, vote of Members, or otherwise.

(f) Amendment or Repeal. Any repeal or modification of this Section 20 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

(g) Changes in Law. References in this Section 19 to Law shall be to such Law as it existed on the date this Agreement was executed or as such Law thereafter may be changed, except that:

(1) in the case of any change that limits the indemnification rights or the rights to advancement of expenses that the Company may provide, the rights to indemnification and to the advancement of expenses provided in this Section 19 shall continue as theretofore agreed upon to the extent permitted by law; and

(2) if the change permits the Company without the requirement of any further action by the Members to provide broader indemnification rights or rights to the advancement of expenses than the Company was permitted to provide prior to the change, then the rights to indemnification and the advancement of expenses shall be so broadened to the extent permitted by Law.

(h) Applicability. The provisions of this Section 19 shall be applicable to all actions, suits, or proceedings commenced after its adoption, whether such arise out of acts or omissions which occurred prior or subsequent to such adoption and shall continue as to a person who has ceased to be a Covered Person, and shall inure to the benefit of the heirs and personal representatives of such person.

20. Miscellaneous.

(a) Notices to Members. Any notice required to be given to a Member under the provisions of this Agreement or by the Act shall be given either personally or by sending a copy thereof:

(1) by first class or express mail, postage prepaid, or courier service, charges prepaid, to the postal address of the Person appearing on the books of the Company for the purposes of notice. Notice pursuant to this paragraph shall be deemed to have been given to the Person entitled thereto when deposited in the United States mail or with a courier service for delivery to that Person.

(2) by facsimile transmission, e-mail, or other electronic communication to the Person's facsimile number or address for e-mail or other electronic communications supplied by the Person to the Company for the purpose of notice. Notice pursuant to this paragraph shall be deemed to have been given to the Person entitled thereto when sent.

(b) Entire Agreement. This Agreement constitutes the entire agreement among the Members with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto.

(c) Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company.

(d) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

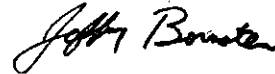
(e) Amendments. This Agreement may only be amended in writing, approved by the vote, consent, or agreement of Members holding at least seventy-five percent (75%) of the Voting Rights, except that any provision of this Agreement requiring a higher vote may only be amended or repealed by at least that higher vote. An amendment to this Agreement must be in writing and shall take effect when executed by Members holding at least the number of the Voting Rights required to approve the amendment.

(f) Binding Effect and Rights of Third Parties. This Agreement has been adopted to govern the operation of the Company, and shall be binding on and inure to the benefit of the Members and their respective heirs, personal representatives, successors, and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person, except a Person entitled to indemnification or advancement of expenses under Section 20, and except as relied upon by the Managers for authority.

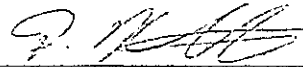
(g) Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania (including, without limitation, provisions concerning limitations of actions), without effect given to its principles of conflicts of laws, except that federal law shall also apply to the extent relevant.

(h) Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Operating Agreement as of the date first above written.



JEFF BORNSTEIN



DAMIAN KONDROTAS

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JUN 22 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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SEP 29 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ANNEX A
June 3, 2010

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Percentage Ownership Interest</u>	<u>Voting Rights</u>
JEFF BORNSTEIN	\$1.00	50%	50%
DAMIAN KONDROTAS	\$1.00	50%	50%

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JUN 22 2010

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JUN 22 2010

ANNEX B

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1. **Managers' Name: Jeff Bornstein and Damian Kondrotas**
2. **Managers' enumerated rights and responsibilities:**

In addition to the rights expressly provided to Manager in the Agreement and under the Act, the Managers shall have the following rights:

(1) to retain the Company's assets and to invest, reinvest, and keep invested all or any part thereof, without being restricted in any way with respect to the type of assets retained or invested in or with respect to the portion of the assets devoted to any investment;

(2) to purchase, lease, or otherwise acquire the ownership, use, or benefit of assets, properties, rights, or privileges, real or personal, tangible or intangible, of any kind or description, whether income producing or not;

(3) to sell, pledge, mortgage, lease without limit of time, exchange, or to grant options for the purchase, lease, or exchange of any Company assets;

(4) to institute any legal action or proceeding on behalf of the Company;

(5) to assign, transfer, pledge, compromise, or release any claims or debts due the Company;

(6) to make, execute, or deliver any assignment for the benefit of creditors or any confession of judgment, mortgage, deed, guarantee, indemnity, or surety bond;

(7) to vote at any election or meeting of any other entity, in person or by proxy, and to exercise all rights the Company may have with respect to such entity, whether pursuant to applicable law, governing documents, contracts, or otherwise;

(8) to borrow money for any purpose that the Managers consider to be for the benefit of the Company or to facilitate its administration, and to mortgage or pledge Company assets to secure the repayment thereof;

(9) to retain and pay custodians, accountants, counsel, and other agents and to incur any other expenses which are reasonably related to the operation of the Company;

(10) to enter into agreements with, and to fix and adjust the compensation of, employees of the Company;

(11) to invest in time deposits and savings accounts and to maintain banking accounts in any institutions determined by the Managers; and

(12) any and all other activity or action as necessary to carry out the business of the Company.

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SECRETARY'S BUREAU

**Attachment 14-1
Great American Power, LLC
Proof of Service on State Offices
and Electric Distribution Companies**

fedex.com 1800.GoFedEx 1800.463.3339

1 From *Please print and press hard.*

Date 9/29/10 Sender's FedEx Account Number 2053-0755-9

Sender's Name Lyman Wilkes Phone 570 366-2222
(570) 366-8783

Company TOD INC Great American Power, LLC

Address 1001 VILLAGE RD

City DRWIGSBURG State PA ZIP 17961-9670

2 Your Internal Billing Reference
 First 24 characters will appear on invoice.

3 To

Recipient's Name James J. McNulty Phone 1

Company Pennsylvania PUC Keystone Building

Recipient's Address 2nd Floor Room N201

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address Harrisburg State PA ZIP 17120

0327914523

4a Express Package Service

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. Saturday Delivery NOT available.

FedEx 2Day
 Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Envelope rate not available. Minimum charge: One-pound rate.

FedEx Express Saver
 Third business day. Saturday Delivery NOT available.

4b Express Freight Service

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

FedEx Envelope* FedEx Pak*
 Includes FedEx Small Pak, FedEx Large Pak, and FedEx Study Pak.

FedEx Box FedEx Tube

6 Special Handling

SATURDAY Delivery
 NOT Available for Next Business Day, FedEx First Overnight, FedEx Express Saver, or FedEx 2Day Freight.

HOLD Weekday at FedEx Location
 NOT Available for FedEx First Overnight.

HOLD Saturday at FedEx Location
 Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

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

No Yes As per attached Shipper's Declaration. Yes Shipper's Declaration not required.

Dry Ice Dry ice, 9, UN 1845 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/C

FedEx Acct. No. / Credit Card No.	Exp. Date
Total Packages	Total Weight
Total Declared Value!	
\$.00	

*Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability. FedEx Use C

8 NEW Residential Delivery Signature Options If you require a signature, check Director

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

Direct Signature
 Anyone at recipient's address may sign for delivery. Fee applies.

Indirect Signature
 If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies.

519



Ship and track packages at fedex.com
 Simplify your shipping. Manage your account. Access all the tools you need.

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SEP 29 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1 From Please print and press hard. Date 9/29/10 Sender's FedEx Account Number 2053-0755-9 Sender's Name Lyman Wilkes Phone (570) 366-8783 Company TOD INC Great American Power, LLC Address 1001 VILLAGE RD City DRWIGSBURG State PA ZIP 17961-9670

2 Your Internal Billing Reference First 24 characters will appear on invoice.

3 To Recipient's Name Carol C. Reilly Phone () Company PECO Energy Company Recipient's Address 2301 Market Street Dept./Floor/Suite/Room Address 2301 Market Street City Philadelphia State PA ZIP 19101-8699

4a Express Package Service Packages up to 150 lb. FedEx Priority Overnight, FedEx Standard Overnight, FedEx First Overnight, FedEx 2Day, FedEx Express Saver.

4b Express Freight Service Packages over 150 lb. FedEx 1Day Freight, FedEx 2Day Freight, FedEx 3Day Freight.

5 Packaging FedEx Envelope, FedEx Pak, FedEx Box, FedEx Tube, Ot.

6 Special Handling Include FedEx address in Section 3. SATURDAY Delivery, HOLD Weekday, HOLD Saturday.

7 Payment Bill to: Sender, Recipient, Third Party, Credit Card, Cash/Ch.

Total Packages, Total Weight, Total Declared Value. \$.00

Our liability is limited to \$100 unless you declare a higher value. See back for details.

8 NEW Residential Delivery Signature Options No Signature Required, Direct Signature, Indirect Signature.

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1 From Please print and press hard. Date 9/29/10 Sender's FedEx Account Number 2053-0755-9 Sender's Name Lyman Wilkes Phone (570) 366-8783 Company TOD INC Great American Power, LLC Address 1001 VILLAGE RD City DRWIGSBURG State PA ZIP 17961-9670

2 Your Internal Billing Reference First 24 characters will appear on invoice.

3 To Recipient's Name Blaine W. Uplinger Sr. Phone () Company Pennsylvania Electric Company Recipient's Address 100 APC Building Dept./Floor/Suite/Room Address 800 North third Street City Harrisburg State PA ZIP 17162-2025

4a Express Package Service Packages up to 150 lb. FedEx Priority Overnight, FedEx Standard Overnight, FedEx First Overnight, FedEx 2Day, FedEx Express Saver.

4b Express Freight Service Packages over 150 lb. FedEx 1Day Freight, FedEx 2Day Freight, FedEx 3Day Freight.

5 Packaging FedEx Envelope, FedEx Pak, FedEx Box, FedEx Tube, Ot.

6 Special Handling Include FedEx address in Section 3. SATURDAY Delivery, HOLD Weekday, HOLD Saturday.

7 Payment Bill to: Sender, Recipient, Third Party, Credit Card, Cash/Ch.

Total Packages, Total Weight, Total Declared Value. \$.00

Our liability is limited to \$100 unless you declare a higher value. See back for details.

8 NEW Residential Delivery Signature Options No Signature Required, Direct Signature, Indirect Signature.

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PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

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Schedule a pickup at fedex.com Simplify your shipping. Manage your account. Access all the tools you need.

fedex.com 1.800.GoFedEx 1.800.463.3339

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1 From Please print and press hard. Date 9/29/10 Sender's FedEx Account Number 2053-0755-9 Sender's Name Lyman Wilkes Phone (570) 366-2222 Company TOD INC Great American Power, LLC Address 1001 VILLAGE RD City DRWIGSBURG State PA ZIP 17961-9670

2 Your Internal Billing Reference First 24 characters will appear on invoice.

3 To Recipient's Name Blaine W. Uplinger Jr. Phone () Company Metropolitan Edison Company Recipient's Address 100 APC Building We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room Address 800 North third Street To request a package be held at a specific FedEx location, print FedEx address here. City Harrisburg, PA State PA ZIP 17102-2025 0327914523

4a Express Package Service Packages up to 150 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. Saturday Delivery NOT available. 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. FedEx Envelope rate not available. Minimum charge: One-pound rate.

4b Express Freight Service Packages over 150 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. Call for Confirmation. * To most local ** To most local

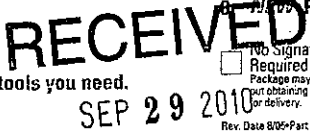
5 Packaging FedEx Envelope* FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. FedEx Box FedEx Tube * Declared value limit

6 Special Handling Include FedEx address in Section 3. SATURDAY Delivery NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight. HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight. HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations. Does this shipment contain dangerous goods? One box must be checked. No Yes As per attached Shipper's Declaration. Yes Shipper's Declaration not required. Dry Ice Dry Ice, 3 UN 1845 x Cargo Aircraft Only Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

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/CI FedEx Acct. No. Credit Card No. Exp. Date

Total Packages Total Weight Total Declared Value* \$.00 Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability. FedEx Use Or

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect Signature. No Signature Required Package may be left without obtaining a signature for delivery. Direct Signature Anyone at recipient's address may sign for delivery. Fee applies. Indirect Signature If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies. 519



1 From Please print and press hard. Date 9/29/10 Sender's FedEx Account Number 2053-0755-9 Sender's Name Lyman Wilkes Phone (570) 366-2222 Company TOD INC Great American Power, LLC Address 1001 VILLAGE RD City DRWIGSBURG State PA ZIP 17961-9670

2 Your Internal Billing Reference First 24 characters will appear on invoice.

3 To Recipient's Name Paul E. Russell Phone () Company PPL Recipient's Address Two North Ninth Street We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room Address City Allentown State PA ZIP 18108-1179 0327914523

4a Express Package Service Packages up to 150 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. Saturday Delivery NOT available. 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. FedEx Envelope rate not available. Minimum charge: One-pound rate.

4b Express Freight Service Packages over 150 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. Call for Confirmation. * To most local ** To most local

5 Packaging FedEx Envelope* FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. FedEx Box FedEx Tube * Declared value limit

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Total Packages Total Weight Total Declared Value* \$.00 Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability. FedEx Use Or

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect Signature. No Signature Required Package may be left without obtaining a signature for delivery. Direct Signature Anyone at recipient's address may sign for delivery. Fee applies. Indirect Signature If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies. 519



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1 From *Please print and press hard.*

Date 9/29/10 Sender's FedEx Account Number 2053-0755-9

Sender's Name Lyman Wilkes Phone (570) 366-8783

Company TOD INC Great American Power, LLC

Address 1001 VILLAGE RD

City DRWIGSBURG State PA ZIP 17961-9670

2 Your Internal Billing Reference
First 24 characters will appear on invoice.

3 To

Recipient's Name William R. Lloyd Jr. Phone ()

Company PA Small Business Advocate

Recipient's Address Commerce Building, Suite 1102

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address 300 North Second Street

To request a package be held at a specific FedEx location, print FedEx address here.

City Harrisburg State PA ZIP 17101

0327914523

4a Express Package Service

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. Saturday Delivery NOT available.

FedEx 2Day
Second business day. Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Envelope rate not available. Minimum charge: One-pound rate.

FedEx Express Saver
Third business day. Saturday Delivery NOT available.

4b Express Freight Service

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

FedEx Envelope* FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. FedEx Box FedEx Tube Other

6 Special Handling

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

HOLD Weekday at FedEx Location NOT Available for FedEx First Overnight.

HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

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

No Yes As per attached Shipper's Declaration. Yes Shipper's Declaration not required. Dry Ice Dry Ice, 9, UN 1845 x

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging. 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/Ch

FedEx Acct. No. / Credit Card No.	Exp. Date	Total Packages	Total Weight	Total Declared Value*
				\$.00

*Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability. FedEx Use On

8 NEW Residential Delivery Signature Options If you require a signature, check Direct or Indirect.

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

Direct Signature
Anyone at recipient's address may sign for delivery. Fee applies.

Indirect Signature
If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies.

519

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Rev. Date 8/05/Part #158279-8/1994-2005 FedEx-PRINTED IN U.S.A.-SRS

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1 From *Please print and press hard.*

Date 9/29/10 Sender's FedEx Account Number 2053-0755-9

Sender's Name Lyman Wilkes Phone (570) 366-8783

Company TOD INC Great American Power, LLC

Address 1001 VILLAGE RD

City DRWIGSBURG State PA ZIP 17961-9670

2 Your Internal Billing Reference
First 24 characters will appear on invoice.

3 To

Recipient's Name Commonwealth of Pennsylvania Phone ()

Company Department of Revenue

Recipient's Address Bureau of Compliance

We cannot deliver to P.O. boxes or P.O. ZIP codes.

Address

To request a package be held at a specific FedEx location, print FedEx address here.

City Harrisburg State PA ZIP 17128-0946

0327914523

4a Express Package Service

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. Saturday Delivery NOT available.

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FedEx Express Saver
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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

FedEx Envelope* FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. FedEx Box FedEx Tube Other

6 Special Handling

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Dangerous goods (including dry ice) cannot be shipped in FedEx packaging. 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/Ch

FedEx Acct. No. / Credit Card No.	Exp. Date	Total Packages	Total Weight	Total Declared Value*
				\$.00

*Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability. FedEx Use On

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Direct Signature
Anyone at recipient's address may sign for delivery. Fee applies.

Indirect Signature
If no one is available at recipient's address, anyone at a neighboring address may sign for delivery. Fee applies.

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Find drop-off locations at fedex.com Simplify your shipping. Manage your account. Access all the tools you need.

12

SPH13

FedEx US Airbill Express

FedEx Tracking Number

8565 8321 9167

Form ID No.

0215

1 From Please print and press hard. Date 9/29/10 Sender's FedEx Account Number 2053-0755-9 Sender's Name Lyman Wilkes Phone (570) 366-2222 Company TOD INC Great American Power, LLC Address 1001 VILLAGE RD City ORWIGSBURG State PA ZIP 17961-9670

2 Your Internal Billing Reference First 24 characters will appear on invoice.

3 To Recipient's Name Irwin A. Popowsky Phone () Company Office of Consumer Advocate Recipient's Address 5th Floor, Forum Place Address 555 Walnut Street City Harrisburg State PA ZIP 17120

0327914523

4a Express Package Service Packages up to 150 lb. FedEx Priority Overnight Next business morning. FedEx Standard Overnight Next business afternoon. FedEx First Overnight Earliest next business morning. FedEx 2Day Second business day. FedEx Express Saver Third business day.

4b Express Freight Service Packages over 150 lb. FedEx 1Day Freight Next business day. FedEx 2Day Freight Second business day. FedEx 3Day Freight Third business day.

5 Packaging FedEx Envelope, FedEx Pak, FedEx Box, FedEx Tube, Other.

6 Special Handling SATURDAY Delivery, HOLD Weekday, HOLD Saturday, Dry Ice, Cargo Aircraft Only.

7 Payment Bill to: Sender, Recipient, Third Party, Credit Card, Cash/Che.

Table with 3 columns: Total Packages, Total Weight, Total Declared Value. Values: 00, .00, .00.

Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

8 NEW Residential Delivery Signature Options

No Signature Required, Direct Signature, Indirect Signature. Includes a 519 signature box.



Ship and track packages at fedex.com. Simplify your shipping. Manage your account. Access all the tools you need.

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Rev. Date 8/05/09 Part #158279-D1994-2005 FedEx-PRINTED IN U.S.A.-SRS

12

SPH13

FedEx US Airbill Express

FedEx Tracking Number

8565 8321 9156

Form ID No.

0215

1 From Please print and press hard. Date 9/29/10 Sender's FedEx Account Number 2053-0755-9 Sender's Name Lyman Wilkes Phone (570) 366-2222 Company TOD INC Great American Power, LLC Address 1001 VILLAGE RD City ORWIGSBURG State PA ZIP 17961-9670

2 Your Internal Billing Reference First 24 characters will appear on invoice.

3 To Recipient's Name Office of the Attorney General Phone () Company Bureau of Consumer Protection Recipient's Address Strawberry Square 14th Floor Address Strawberry Square 14th Floor City Harrisburg State PA ZIP 17120

0327914523

4a Express Package Service Packages up to 150 lb. FedEx Priority Overnight Next business morning. FedEx Standard Overnight Next business afternoon. FedEx First Overnight Earliest next business morning. FedEx 2Day Second business day. FedEx Express Saver Third business day.

4b Express Freight Service Packages over 150 lb. FedEx 1Day Freight Next business day. FedEx 2Day Freight Second business day. FedEx 3Day Freight Third business day.

5 Packaging FedEx Envelope, FedEx Pak, FedEx Box, FedEx Tube, Other.

6 Special Handling SATURDAY Delivery, HOLD Weekday, HOLD Saturday, Dry Ice, Cargo Aircraft Only.

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Table with 3 columns: Total Packages, Total Weight, Total Declared Value. Values: 00, .00, .00.

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No Signature Required, Direct Signature, Indirect Signature. Includes a 519 signature box.



Store your addresses at fedex.com. Simplify your shipping. Manage your account. Access all the tools you need.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Attachment 15-1
Great American Power, LLC
Commonwealth of Pennsylvania
Tax Certification Statement**

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APPENDIX B

COMMONWEALTH OF PENNSYLVANIA PUBLIC UTILITY COMMISSION

TAX CERTIFICATION STATEMENT

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

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

1. CORPORATE OR APPLICANT NAME: Great American Power, LLC
2. BUSINESS PHONE NO. (570) 366-8783
CONTACT PERSON(S) FOR TAX ACCOUNTS: Missy Troy

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

4. LICENSED ADDRESS (STREET, RURAL ROUTE, P.O. BOX NO.) (POST OFFICE) (STATE) (ZIP): 1001 Village Road, Orwigsburg, Pennsylvania, 17941

5. TYPE OF ENTITY: [] SOLE PROPRIETOR [X] PARTNERSHIP [] CORPORATION

Table with 2 columns: NAME (PRINT) and SOCIAL SECURITY NUMBER (OPTIONAL). Rows for Jeffrey Bornstein, Damian Kondrotas, and three empty rows.

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

Table with 4 columns: A. SALES TAX LICENSE (8 DIGITS), APPLICATION PENDING, C. CORPORATE BOX NUMBER (7 DIGITS), APPLICATION PENDING, N/A. Includes handwritten numbers 89-38629-2 and 27-2613550.

10. Do you have PA employees either resident or non-resident? [] YES [X] NO
11. Do you own any assets or have an office in PA? [] YES [X] NO

NAME AND PHONE NUMBER OF PERSON(S) RESPONSIBLE FOR FILING TAX RETURNS: Heckman & Landerman LLC, Heckman & Landerman LLC, Heckman & Landerman LLC
PA SALES AND USE TAX, EMPLOYER TAXES, CORPORATE TAXES

PHONE (570) 366-8509, PHONE (570) 366-8509, PHONE (570) 366-8509

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

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Attachment 17-1
Great American Power, LLC
Customer Agreement**

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Great American Power, LLC
Residential Electricity Supply Agreement
Terms and Conditions

This Residential Electricity Supply Agreement is made as of the date of Buyer's Enrollment/Acceptance via recorded call center communication or via the internet, by and between Great American Power, LLC ("GAP") and the "Buyer". This agreement is for **residential service only**, i.e. meter classes beginning with "R", and does not apply to commercial or industrial meter classes.

1. Buyer's Right to Rescind. Upon receipt of this Agreement, Buyer has the right to rescind (cancel) the Agreement for three (3) calendar days.

2. Agreement Term. GAP shall use reasonable efforts to begin service on the Buyer's next available meter read date subject to the Electric Delivery Company's rules of enrollment. GAP's service commences either the first or second billing period after enrollment. This Agreement is for one (1) year following the commencement of service by GAP. Should Buyer cancel this Agreement before the end of its term, Buyer shall pay GAP a cancellation fee of \$100.

3. Price and Payment.

3.1 Price. The price for electricity supplied by GAP shall be 8.99 cents/kWh for the first 3 scheduled meter reads and 9.29 cents/kWh for the remaining billing period. These rates can be compared to Buyer's local utility's "price to compare".

3.2 Billing Statements. Buyer shall be subject to the one bill option, under which PPL Electric Utilities (PPL) will send Buyer a single monthly invoice which includes GAP's charges as well as PPL's distribution charges and sales tax if applicable. Bills will be subject to PPL's standard interest and late fees policy. In the event that Buyer is past due 30 days or more beyond the due date, GAP has the right to terminate the Agreement and electric generation service to Buyer.

4. Termination; Extension; Modification. Either party has the right to serve written notice of termination of this contract thirty (30) days prior to the expiration of its term or any extension. In the absence of termination, the contract shall extend for another year at the GAP price then in effect. GAP shall provide notice of its then current price. Other than changing the price during the term, GAP may amend this Agreement, but only on written notice to the Buyer. GAP has the right to re-price and/or terminate any enrollment of a non-residential account.

5. Notices and Correspondence. Any notice or other document to be given or served hereunder, including without limitation any termination or disconnection notices, shall be in writing and shall be delivered to either the address specified below or the address to which bills are sent to Buyer. Notice sent by electronic means shall be deemed to have been received by the close of the business day on which it was transmitted or such earlier time as is confirmed by the receiving party. Notice delivered by mail shall be deemed to have been received at the end of the third business day after the date of mailing by prepaid first class mail.

Attn: Customer Service Manager
Great American Power, LLC
1200 Belcher Road, Suite 10
Largo, Florida 33771
Phone:
E-mail: CustomerSupport@getgreatpower.com

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Attachment 17-2
Great American Power, LLC
Pennsylvania Public Utility Commission
Disclosure Statement**



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SEP 29 2010

Great American Power, LLC Disclosure Statement PAPUC License No. X-XXXXXX

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

This offer is for all Residential Customers of PPL Electric Utilities.

Background on Great American Power, LLC and Electric Choice

This is your agreement for electricity generation supplied by Great American Power, LLC (GAP). Please keep a copy for your records. GAP is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity in Pennsylvania. Our license number is X-XXXXXX. GAP supplies the electricity to your electric distribution company based on how much you consume. PPL Electric Utilities (PPL), your electric distribution company (EDC), will then distribute (deliver) the electricity to you. GAP sets its generation prices and charges that you pay. The Pennsylvania Public Utility Commission regulates electric distribution services provided by PPL. The Federal Energy Regulatory Commission regulates transmission prices and services. Gap's charges for electricity (generation and transmission) will appear on your electric distribution company's bill in a separate section.

Key Definitions

Generation Charge - Charge for the production of electricity.
Transmission Charge - Charge for moving high voltage electricity from a generating facility to the distribution lines of the electric distribution company or EDC.

Basic Charges

Gap's Generation and Transmission Charge

During the Initial Term, you agree to pay GAP a total combined Generation and Transmission Charge that is guaranteed to be 10% less than your applicable PPL Price-to-Compare. The price to be charged after the Initial Term will be determined in accordance with paragraph I. of this Disclosure Statement. Your price will include applicable Pennsylvania gross receipts tax but does not include applicable Pennsylvania sales tax. GAP is required to collect sales tax unless you submit a sales tax exemption form. If you are exempt from sales tax, you must submit a sales tax exemption form to GAP before any exemption can be processed. PPL provides your local distribution service. If you have any questions regarding distribution, please contact them directly at 1-800-342-5775.

Service Provisions

1. **Term:** Service will begin on your next scheduled meter read date after your enrollment has been accepted by PPL and will continue through your MM YY meter read date ("Initial Term"). After the Initial Term, GAP may terminate this agreement or adjust your fixed price and will provide you with at least 30 days written notice. If you choose to accept the fixed price adjustment, this agreement will continue in force on a month-to-month basis at the new fixed price until cancelled by either party. Alternatively, if GAP does not adjust the fixed price upon expiration of the Initial Term, then the price to be charged thereafter will be a market-based variable price that may be adjusted each month based on prevailing market conditions applicable to the Generation and Transmission Charges in your distribution service territory. This monthly variable pricing plan will continue in force on a month-to-month basis until the agreement is cancelled by either party.

2. **Penalties, Fees, Exceptions:** GAP may charge a late payment fee of 1.5% monthly on any past due balances.

3. **Cancellation/Relocation Provisions:** You may cancel your generation service with GAP at any time without penalty. Cancellation becomes effective upon the processing of your cancellation request by PPL. If you move within the PPL service territory, we request that you contact us to transfer your service to the new location.

4. **Billing:** You will receive a single bill from PPL that will contain PPL's charges and Gap's charges. If you currently have budget billing with PPL you will continue to receive budget billing for Gap's charges, if available. Bills will be due according to Pal's billing schedule. If you fail to pay your bill in a timely manner we may cancel this agreement upon ten (10) days written notice.

5. **Right of Rescission:** You have the right to cancel this agreement at any time before midnight of the tenth business day after signing up for this offer.

6. **Dispute Procedures:** Contact GAP at ###-###-#### or by mail at 1200 Belcher Road South, Suite 10 Largo, Florida 33771 with any questions concerning our terms of service. You may call the Pennsylvania Public Utility Commission at 1-800-782-1110 or write to them at the Bureau of Consumer Service, P.O. Box 3265, Harrisburg, PA 17105-3265 if you are not satisfied after discussion your terms with GAP.

7. **Limits on Warranties and Damages:** You understand and agree that there are no warranties, either express or implied, associated with this offer or the electricity service sold hereunder. GAP will bear no liability to you or any third party for consequential, punitive, incidental, special or other indirect damages.

8. **Governmental Actions:** If action is taken by federal or state governmental authorities which significantly changes the way GAP does business with you, GAP may change its price to you, or terminate this agreement upon thirty (30) days notice, after which you can return to your local utility to provide your electricity needs or enroll with another supplier.

9. **Eligibility:** This offer ends MMM DD YYY, and is limited to the first ###-### customer who enroll. Only PPL residential accounts are eligible. All other rate codes will not be accepted.

Contact Information

Supplier Name: Great American Power, LLC
1002 Village Road
Orwigsburg, Pennsylvania 17961
(570) 366-2222 Mon - Fri 8:30 am - 6:00 pm
www.getgreatpower.com

Electric Distribution Company
(Provider of Last Resort): PPL Electric
827 Hausman Rd, Allentown, PA 18104
1-800-342-5775

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

Electric Competition Hotline 1-888-782-3228

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Attachment 19-1
Great American Power, LLC
Opening Balance Sheet**

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JUN 3 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Great American Power, LLC
Balance Sheet
June 1, 2010

Current Assets	
100.00 Cash	
Total Assets	\$1,000,000
Current Liabilities	\$1,000,000
Total Liabilities	\$ -
Shareholder's Equity	\$1,000,000

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SEP 29 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Attachment 19-2
Great American Power, LLC
Resume of Lyman Wilkes**

LYMAN GRAY WILKES

lwilkes@greatamericanpower.com

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SEP 29 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PROFILE

Energy executive with over 25 years of experience. A proven track record in managing capital and human resources to create enterprise value. Successful in building and leading organizations to rapid growth. Investment banking and corporate finance expertise. Project management and program delivery experience that produces superior operational and financial results. Deep energy commodity knowledge in trading, risk management, transport, scheduling and settlements of Natural Gas, Crude Oil, Coal and Power. Leadership and management responsibility for staffs as large as 100 individual contributors.

EXPERIENCE

Great American Power, LLC

May 2010 - Present

President

- Responsible for establishing an energy retailer in the Pennsylvania deregulated electricity market.
- Managing the implementation of systems and processes and the development of necessary resources to grow a successful retail energy company.
- Establishing multiple sales and customer acquisition channels for the launch of a retail energy company in late 3rd quarter.

John Thomas Capital Management Group, LLC

June 2009 – April 2010

Vice President – Business Development

- Responsible for identifying target companies for both acquisition and capital funding opportunities.
- Consult and assist on the management and capital structure of portfolio companies.
- Develop strategic growth opportunities and business strategies for portfolio companies.

Affordable Power, L.P.

December 2006 – May 2009

President

- Achieved over 800% growth of company during a 2½ year tenure as President of the organization.
- Negotiated securitized agreement with AAA rated wholesale counterparty to provide adequate credit to effectively grow the business and appropriately hedge underlying commodity price and volumetric risks.
- Lead role in raising \$3 million capital financing for launch of New York retail electric entity.
- Recruited and hired key positions in Finance, Sales & Marketing and Information Technology to position the company for rapid growth.
- Developed commodity trading relationships with numerous wholesale power marketers.
- Executed wholesale commodity transactions for both short and long-term retail power positions within the ERCOT power market, trading both standard and non-standard power and natural gas products.
- Functioned as Project Manager for the purchase, installation and customization of a wholesale commodity deal capture, retail load forecasting and retail position management system to improve financial, trading and load management results.
- Implemented numerous reporting and data management initiatives to improve customer satisfaction, contract management and vendor satisfaction.

Science Applications International Corporation

May 2006 – December 2006

Principal Consultant

- Project Manager for a merger and acquisition project at a large crude oil, natural gas and refined products transport and storage company during the acquisition of a large multi-facility competitor.
- Project Manager on the development in SAP of a Natural Gas Liquids interface for product scheduling, pricing and transaction document flow to streamline product movement between producer, shipper and end-use customer.
- Project design and development responsibility for the creation of Process Road Maps and the retooling of Information Technology and Systems within the Supply and Trading organizations of integrated energy companies.
- Project delivery responsibility for the multi-location implementation plan of a crude oil refiner to monitor, manage and avoid possible financial penalties as new U.S. Department of Energy requirements for Ultra-Low-Sulfur Diesel were implemented.
- Project design and development responsibility on the implementation plan for wireless workforce capabilities used in the monitoring of underground crude oil and natural gas pipeline systems. Project encompassed pipeline based RFID technology; vehicle based laptop systems and communications devices using both wireless and satellite technology.

LYMAN GRAY WILKES

lgraywilkes@yahoo.com

EXPERIENCE - continued

Entergy Solutions Ltd.

September 2002- May 2006

Manager, Pricing and Structuring

- Business consultant on the functional design, build, test, implementation and enhancement of a retail energy deal management system. Software components within the system included VB.net, Oracle and SAS.
- Managed the modeling, pricing and structuring of retail energy costs for commercial/industrial and residential sales channels in both the Texas and New York deregulated electricity markets.
- Retail pricing and marketing efforts acquired over 135,000 retail customers in the Texas ERCOT market.
- In the New York LMP market acquired the first commercial customer, December 2005, utilizing a "first of its kind" full requirements electricity contract with a nuclear generation component.

Enron Energy Services

August 1999 – September 2002

Director, Financial Due Diligence

- Personally led the due diligence effort on transactions with total contract value exceeding \$5 billion.
- Developed teams of Business Analysts and Financial/Accounting professionals responsible for customer interaction, development of customer energy baseline costs and the economic valuation of prospective energy outsource transactions.
- Created systems and processes to identify customer performance against contractual terms. This system identified over \$20 million in unbilled revenue and contract performance issues.

Burlington Resources, Inc.

August 1996 - August 1999

Senior Staff Risk Analyst

- Implemented first generation commodity risk management system as FAS133 came into affect. System included deal capture, volumetric and counterparty exposure calculations and numerous reporting levels. Managed numerous upgrades and version changes of the system.
- Created and managed risk book structure to capture, monitor and report all hedge activity, financial and volumetric exposures and valuations.
- Worked with marketing and finance executives to establish effective hedge strategies.
- Prepared and assisted the legal group in negotiating ISDA agreements with trading counterparties.
- Authored and prepared FAS133 disclosures in both quarterly and annual SEC filings.

Additional positions with Burlington Resources:

Senior Staff Treasury Analyst

July 1995 – August 1996

Senior Operations Accountant

June 1994 – July 1995

Operations Accountant

May 1990 – June 1994

Senior Systems Analyst

March 1984 – May 1990

EDUCATION

Texas Christian University

Bachelor Business Administration – Finance

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Attachment 20-1
Great American Power, LLC
Business Plan
(CONFIDENTIAL)**

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Attachment 20-2
Great American Power, LLC
Sworn Affidavit of Lyman Wilkes**

AFFIDAVIT

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JUN 3 2010

State of Texas:

RECEIVED

SEP 29 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ss.

County of Harris:

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Lyman Gray Wilkes, Affiant, being duly [sworn/affirmed] according to law,

deposes and says that:

He is the President of Great American Power, LLC;

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

That Great American Power, LLC, the Applicant herein, acknowledges that [Applicant] 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 Great American Power, LLC, the Applicant herein, asserts that he 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.

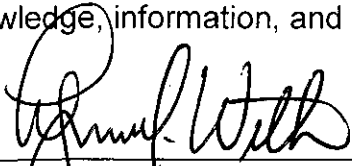
That Great American Power, LLC, the Applicant herein, certifies to the Commission that it is subject to, will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Act of 1971 and any tax imposed by Chapter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

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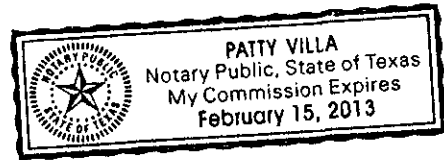
JUN 3 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Sworn and subscribed before me this 3rd day of June, 19 2010



Signature of official administering oath



My commission expires 2/15/2013

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SEP 29 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

AFFIDAVIT

RECEIVED

State of Texas:

JUN 3 2010

ss.

County of Harris:

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Lyman Wilkes, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He is the President of Great American Power, LLC;

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

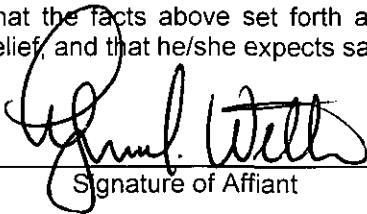
That the Applicant herein Great American Power, LLC has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa. C.S. § 2809 (B).

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

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

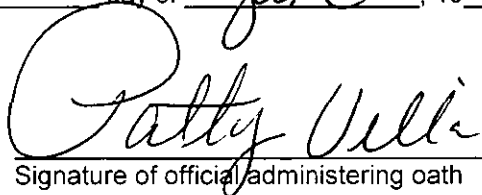
That the Applicant herein Great American Power, LLC acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

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 3rd day of June, 2010



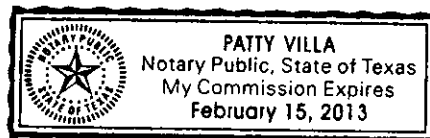
Signature of official administering oath

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SEP 29 2010

My commission expires 2/15/2013

PA PUBLIC UTILITY COMMISSIO
SECRETARY'S BUREAU



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Emp# 369821 29SEP10 RDGA 50AC3/9292/6F5C

FedEx US Airbill
Express

FedEx Tracking Number

8565 8321 9086



RECIPIENT: PEEL HERE

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

Date 9/29/10 FedEx Tracking Number 856583219086

Sender's Name Lyman Wilkes Phone 570 366-2222
570 366-8783

Company TOD INC East American Power, LLC

Address 1001 VILLAGE RD

City DRWIGSBURG State PA ZIP 17961-9670

2 Your Internal Billing Reference

3 To

Recipient's Name James J. McNulty Phone

Company Pennsylvania PUC Keystone Building

Recipient's Address 2nd Floor Room N201

We cannot deliver to P.O. boxes or P.O. ZIP codes

Address

To request a package be held at a specific FedEx location, print FedEx address here.

City Harrisburg State PA ZIP 17120



8565 8321 9086

4a Express Package Service

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. * Saturday Delivery NOT available.

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.

* To most local

4b Express Freight Service

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.

* Call for Confirmation. ** To most local

5 Packaging

FedEx Envelope*

FedEx Pak*
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.

FedEx Box

FedEx Tube

Other

* Declared value limit

6 Special Handling

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

HOLD Weekday at FedEx Location
Not available for FedEx First Overnight.

HOLD Saturday at FedEx Location
Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

Include FedEx address in Section 3.

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

No

Yes
As per attached Shipper's Declaration.

Yes
Shipper's Declaration not required.

Dry Ice
Dry Ice, 9 UN 1845 x

Cargo Aircraft Only

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

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/Chk

Obtain Recip Acct. No.

Total Packages 1 Total Weight 4 Total Charges

*Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

8 NEW Residential Delivery Signature

TO: MCNULTY, J. PUC (MCNULTY)
Agency: PUC
Floor:
External Carrier: FedEx



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30/7/10 10:13:00 AM