

July 3, 2012

**VIA FEDERAL EXPRESS**

Attn: Commission Secretary  
Pennsylvania Public Utilities Commission  
400 North Street,  
Harrisburg, PA 17120

RE: **DOCKET NO. A-2011-2268361****ELECTRIC SUPPLIER FINANCIAL SECURITY; 2012 Security Update**

Pursuant to 66 Pa. C. S. Section 2809(c) and 52 Pa. Code Section 54.40(d), GDF Suez Retail Energy Solutions LLC dba Think Energy must maintain security approved by the Commission to ensure the financial responsibility of the electric supplier.

Think Energy did not serve retail customers in the State of Pennsylvania in the calendar year 2011, and thus did not have electricity sold or gross receipts from the sale of electricity to report.

**Accordingly, its security level remains at the initial level of \$250,000.00 in the form of a bond (no. 105551977), valid through 8/31/2012, in favor of the Pennsylvania Public Service Commission (a copy is attached hereto) of which the PA PSC has the original.** Prior to the expiration of this bond, Think Energy will submit to the PA PSC an original renewal/continuation certificate for 2012-2013.

If you have any questions in connection with this filing, you may contact me at 713-636-1607 or via email at Naveen.Rabie@gdfsuezna.com.

Regards,



Naveen Rabie

cc: Via Facsimile 717-787-4750  
James Shurskis  
Bureau of Technical Utility Services  
Pennsylvania Public Utilities Commission  
400 North Street,  
Harrisburg, PA 17120

cc: Via Federal Express  
Paul Diskin, Director  
Bureau of Technical Utility Services  
Pennsylvania Public Utilities Commission  
400 North Street,  
Harrisburg, PA 17120

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JUL 03 2012  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Bond Number: 105551977

Travelers Casually

Company KNOW ALL MEN BY THESE PRESENTS that GDF SUEZ Retail Energy Solutions, LLC as Principal, and and Surety of America of Connecticut, as Surety, are firmly bound unto Pennsylvania Public Utility Commission, as obligee, in the penal sum of Two hundred and fifty thousand dollars (\$250,000), lawful money of the United States of America for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly, severally, and firmly by these presents.

SIGNED, SEALED AND DATED THIS 31st day of August, 2011.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has made application for a license to the Obligee to offer, render, furnish or supply electricity or electric generation services to the public.

NOW THEREFORE, the condition of this obligation is such that the Principal must act in accordance with Section 2809(c)(1)(i) of the Public Utility Code, 66 Pa. C.S. 2809(c)(1)(i), to assure compliance with applicable provisions of the Public Utility Code, 66 Pa. C.S. 101, et seq. and the rules and regulation of the Pennsylvania Public Utility Commission by the Principal as a licensed electric generation supplier; to ensure the payment of Gross Receipts Tax as required by Section 2810 of the Public Utility Code, 66 Pa. C.S. 2810; and to ensure the supply of electricity at retail in accordance with contracts, agreements or arrangement. Payment of claims shall have the following priority: (I) The Commonwealth of Pennsylvania; (II) Electric Distribution Companies for the reimbursement of Gross Receipts Tax; and (III) Private Individuals. Proceeds of the bond may not be used to pay any penalties or fines levied against the Principal for violations of the law, or for the payment of any other tax obligations owed to the Commonwealth of Pennsylvania.

NOW THEREFORE, if the Principal shall, during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to an electric generation supplier licensed in Pennsylvania and fulfills its obligation to pay the Gross Receipts Tax to the Commonwealth, and to deliver electricity at retail in accordance with contracts, agreements and arrangements, require the execution of this bond, then this obligation shall become void and of no effect.

PROVIDED, the Surety may terminate its future liability under this Bond sixty (60) days after furnishing written notice of such intention to terminate. This termination shall not affect the liability of the Surety and the Principal for any liability incurred by the Principal prior to the effective date of such termination. Any claim under this bond must be instituted within three (3) months of the effective date of termination.

THIS BOND WILL EXPIRE 08/31/2012, but may be continued by continuation certificate signed by Principal and Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company of America may at any time terminate its liability by giving sixty (60) days written notice of the Obligee, and Travelers Casualty and Surety Company of America shall not be liable for any default after such sixty-day notice period, except for defaults occurring prior thereto.

Signed, sealed and dated 31st day of August, 2011

GDF Suez Retail Energy Solutions, LLC

Principal

Travelers Casualty and Surety Company of America

BY Gina Rodriguez, Attorney-in-Fact

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SECRETARY'S BUREAU

COUNTERSIGNED BY

N/A  
Surety Agent



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222891

Certificate No. 004209084

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

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JUL 03 2012

Donald R. Gibson, Sandra R. Parker, Melissa Haddick, Joe Martinez, Gina Rodriguez, and Tannis Mattson

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

of the City of Houston, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of May, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 18th day of May, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31<sup>ST</sup> day of AUGUST, 2011.

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

From: (713) 636-1607  
Naveen Rabia  
SUEZ Energy Resources NA, Inc.  
1990 Post Oak Blvd., Suite 1900

Origin ID: HOUA



J12201205300325

Houston, TX 77056

SHIP TO: (713) 636-1607

BILL SENDER

**James J. McNulty, Secretary**  
**PA Public Utilities Commission**  
**400 NORTH ST**

**HARRISBURG, PA 17120**

Ship Date: 03JUL12  
ActWgt: 1.0 LB  
CAD: 4476218/INET3300

Delivery Address Bar Code



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Ref # GSRES Legal  
Invoice #  
PO #  
Dept #

**THU - 05 JUL A1  
STANDARD OVERNIGHT**

TRK# 7985 8240 2359

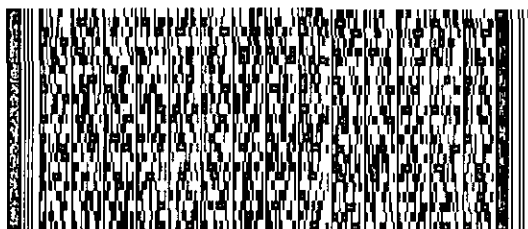
0201

**17120**

PA-US

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**After printing this label:**

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