

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of SPECIAX ENERGY CORP, d/b/a N/A, for approval to offer, render, furnish, or as a(n) [as specified in item #8 below] 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:

SPECIAX ENERGY CORP
2605 CAMINO DEL RIO S.
SAN DIEGO CA 92108
T: 888.682.8082
F: 800.256.6181

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:

MAX SMITH
EVP
2605 CAMINO DEL RIO S.
SAN DIEGO, CA 92108
T: 888.682.8082
F: 800.256.6181

- 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:

JOE WALDMAN
COO
2605 CAMINO DEL RIO S.
SAN DIEGO, CA 92101
F: 800.256.6181

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

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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:

INWORK SERVICES, INC.
7209 RED TOP RD.
HUMMELSTOWN, PA 17036
DAUPHIN COUNTY

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

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

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

or

The Applicant will not be using a fictitious name.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** (select and complete appropriate statement)

The Applicant is a sole proprietor.

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

or

The Applicant is a:

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

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

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

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

OR

- The Applicant is a:
- domestic corporation (none)
 - foreign corporation (15 Pa. C.S. §4124)
 - domestic limited liability company (15 Pa. C.S. §8913)
 - foreign limited liability company (15 Pa. C.S. §8981)
 - Other _____

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation.

Give name and address of officers.

CEO: JEVIN SPURTT
COO: JOE WALDMAN
CEO: IANIC GULL
EVP: MAX SMITH

→ 2605 CAMINO DEL RIO S.
SAN DIEGO CA 92108

The Applicant is incorporated in the state of NEVADA.

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

- Affiliate(s) of the Applicant doing business in Pennsylvania are: N/A

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

- Does the Applicant have any affiliation with or ownership interest in:
- (a) any other Pennsylvania retail natural gas supplier licensee or licensee applicant,
 - (b) any other Pennsylvania retail licensed electric generation supplier or license applicant,
 - (c) any Pennsylvania natural gas producer and/or marketer,
 - (d) any natural gas wells or
 - (e) any local distribution companies (LDCs) in the Commonwealth

If the response to parts a, b, c, or d above is affirmative, provide a detailed description and explanation of the affiliation and/or ownership interest.

SPEIRAN ENERGY IS CURRENTLY LICENSED AS AN
EGS IN THE COMMONWEALTH OF PA ... LICENSE #

- Provide specific details concerning the affiliation and/or ownership interests involving:
- (a) any natural gas producer and/or marketers,
 - (b) any wholesale or retail supplier or marketer of natural gas, electricity, oil, propane or other energy sources.

A2011-2250633 → PA PUC LICENSE #

SPEIRAN ENERGY OWNS 100% OF GAS ENTITY

- Provide the Pa PUC Docket Number if the applicant has ever applied:
- (a) for a Pennsylvania Natural Gas Supplier license, or

(b) for a Pennsylvania Electric Generation Supplier license.

A 2011-2250633

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

N/A

or

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

7. **APPLICANT'S PRESENT OPERATIONS:** (select and complete the appropriate statement)

The Applicant is presently doing business in Pennsylvania as a

- natural gas interstate pipeline.
- municipal providing service outside its municipal limits.
- local gas distribution company
- retail supplier of natural gas services in the Commonwealth
- a natural gas producer
- Other. (Identify the nature of service being rendered.)

ELECTRIC GENERATION SUPPLIER

or

The Applicant is not presently doing business in Pennsylvania.

8. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- supplier of natural gas services.
- Municipal supplier of natural gas services.
- Cooperative supplier of natural gas services.
- Broker/Marketer engaged in the business of supplying natural gas services.
- Aggregator engaged in the business of supplying natural gas services.
- Other (Describe):

9. **PROPOSED SERVICES:** Generally describe the natural gas services which the Applicant proposes to offer.

SPEIRAN ENERGY INTENDS TO SUPPLY NATURAL GAS SUPPLY TO RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL END USERS

10. **SERVICE AREA:** Provide each Natural Gas Distribution Company (NGDC) in which Applicant proposes to offer services.

SPEIRAN INTENDS TO PROVIDE SERVICES TO ALL NGDCS IN THE STATE OF PA.

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

- Residential Customers
- Commercial Customers - (Less than 6,000 Mcf annually)
- Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):

12. **START DATE:** The Applicant proposes to begin delivering services on July 1 (approximate date).

SPEIRAN ENERGY PROPOSES TO BEGIN SERVICES EFFECTIVE JULY 1, 2013

13. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, serve a copy of the signed and verified Application with attachments on the following:

Irwin A. Popowsky
Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120-1921

Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

William R. Lloyd, Jr.
Commerce Building, Suite 1102
Small Business Advocate
300 North Second Street
Harrisburg, PA 17101

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance
Harrisburg, PA 17128-0946

Any of the following Natural Gas Distribution Companies through whose transmission and distribution facilities the applicant intends to supply customers:

<p>Valley Energy Inc. Robert Crocker 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: rcrocker@centerprises.org</p>	<p>National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483 FAX: 716.857.7479 email: wolfordd@natfuel.com</p>
<p>UGI Central Penn David Beasten 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559</p>	<p>Peoples Natural Gas Company LLC Lynda Petrichevich 375 North Shore Drive, Suite 600 Pittsburgh, PA 15212 email: Lynda.w.petrichevich@peoples-gas.com PH: 412.208.6528 FAX: 412.208.6577</p>
<p>Peoples TWP LLC (Formerly T. W. Phillips) Andrew Wachter 375 North Shore Drive, Suite 600 Pittsburgh, PA 15212 PH: 724.431.4935 FAX: 724.287.5021 email: Andrew.Wachter@peoplestwp.com</p>	<p>UGI David Beasten 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559</p>
<p>UGI Penn Natural David Beasten 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559</p>	<p>Equitable Gas Company Jerald Moody 225 North Shore Drive Pittsburgh, PA 15212-5352 PH: 412.395.3209 FAX: 412.395.3335</p>
<p>PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 email: carlos.thillet@exeloncorp.com PH: 215.841.6452</p>	<p>Columbia Gas of Pennsylvania Inc. Thomas C. Heckathorn 200 Civic Center Drive Columbus, OH 43215 PH: 614.460.4996 FAX: 614.460.6442 email: heckathorn@nisource.com</p>
<p>Philadelphia Gas Works Douglas Moser 800 West Montgomery Avenue Philadelphia, PA 19122 email: douglas.moser@pgworks.com PH: 215.684.6899</p>	

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.

14. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix B to this application.
15. **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.
16. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION:** All services should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.
- a. **Contacts for Consumer Service and Complaints:** Provide the name, title, address, telephone number and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with Applicant, the Distribution Company, the Pennsylvania Public Utility Commission or other agencies.
 - b. Provide a copy of all standard forms or contracts that you use, or propose to use, for service provided to residential customers.
 - c. If proposing to serve Residential and/or Small Commercial customers, provide a disclosure statement. A sample disclosure statement is provided as Appendix B to this Application.
17. **FINANCIAL FITNESS:**
- A. Applicant shall provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:
 - Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
 - Published parent company financial and credit information.
 - Applicant's balance sheet and income statement for the most recent fiscal year. Published financial information such as 10K's and 10Q's may be provided, if available.
 - Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form or other independent financial service reports.
 - A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
 - Audited financial statements
 - Such other information that demonstrates Applicant's financial fitness.
 - B. Applicant must provide the following information:
 - Provide proof of compliance with bonding/credit requirements for each NGDC the applicant is proposing to provide service in. This requirement is designated by each NGDC and can commonly be found in the NGDC supplier tariff.
 - Identify Applicant's chief officers including names and their professional resumes.

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

18. **TECHNICAL FITNESS:** To ensure that the present quality and availability of service provided by natural gas utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- The identity of the Applicant's officers directly responsible for operations, including names and their professional resumes.
- A copy of any Federal energy license currently held by the Applicant.
- Proposed staffing and employee training commitments.
- Business plans.

19. **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 2208(D). Transferee will be required to file the appropriate licensing application.

20. **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.

21. **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 an annual basis no later than 30 days following the end of the calendar year.

Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 22 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive natural gas market.

22. **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.

23. **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.

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

Applicant: SPERIAN ENERGY GRP
 By: [Signature]
 Title: CEO

AFFIDAVIT

[Commonwealth/State] of NEVADA :

: ss.

County of CLARK :

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

[He/she is the CEO (Office of Affiant) of SPECIAN ENERGY CORP (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That SPECIAN ENERGY CORP, 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 SPECIAN ENERGY CORP, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render natural gas supply 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 SPECIAN ENERGY CORP, 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 22 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of, 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 natural gas 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).

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 SPECIAN ENERGY CORP, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, and the standards and billing practices of 52 PA. Code Chapter 56.

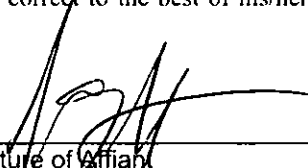
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That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Commission's Office of Communications or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

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



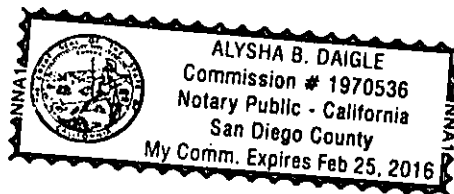
Signature of Affiant

Sworn and subscribed before me this 24th day of June 2013.



Signature of official administering oath

My commission expires 02-25-2016.



AFFIDAVIT

[Commonwealth/State] of NEVADA :

:
: SS.

County of CLARK :

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

[He/she is the CEO (Office of Affiant) of SPEIRAN ENERGY CORP (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That SPEIRAN ENERGY CORP, the Applicant herein certifies that it has caused the notice of the filing of its license application published in the following newspapers on _____:
(date)

A copy of the notice as it appeared in each of the above newspapers is attached. Noted on each copy is the newspaper section (name, number or letter), if applicable, and the page number on which the notice appeared.

That SPEIRAN ENERGY CORP, the Applicant will submit to the Commission the proof of publication from each newspaper in which notice of the application filing was published as soon as it is available.

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]
Signature of Affiant

Sworn and subscribed before me this 24th day of June, 2013.



[Signature]
Signature of official administering oath

My commission expires 02-25-2016

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AFFIDAVIT

[Commonwealth/State] of NEVADA :

SS.

County of CLARK :

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

[He/she is the CEO (Office of Affiant) of SPIRIAN ENERGY CORP (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That the Applicant herein SPIRIAN ENERGY CORP has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa. C.S. §2208(c)(1).

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

That the Applicant herein SPIRIAN ENERGY CORP 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 SPIRIAN ENERGY CORP 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.

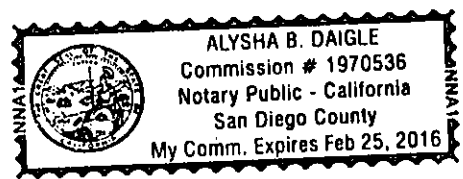
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

[Signature]
Signature of Affiant

Sworn and subscribed before me this 24th day of June, 2013.

[Signature]
Signature of official administering oath

My commission expires 02-25-2016.



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Appendix B
Disclosure Statement

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Sperian Energy Pennsylvania Natural Gas Residential Disclosure Statement

EFFECTIVE: 0XX/XX/2013
PA PUC LICENSE #A-XXX
Gas Plan
12 Month Term Natural Gas XX.XX¢ per Therms

This is a disclosure statement for natural gas supply service from Sperian Energy Corp. ("Sperian Energy"). Sperian Energy is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer natural gas supply services in Pennsylvania. Our PUC license number is A-XXX. Commodity prices and charges are set by the Natural Gas Supplier ("NGS") you have chosen ("Sperian Energy"). The Public Utility Commission regulates distribution prices and services. You will receive a single bill from your Natural Gas Distribution Company, ("NGDC") that includes your Sperian Energy supply charges as well as the NGDC.

Definitions

- **Commodity Charges** - The monthly charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (DTH).

Terms of Service

1. Right to Rescind: You may rescind this Agreement without fee or penalty of any kind within three (3) business days of receiving the written Disclosure Statement and Terms of Service. You can rescind this agreement by calling Sperian Energy at (888) 682-8082 from 9:00 a.m. to 7:00 p.m. (ET), Monday – Friday.. You may rescind in writing, orally, electronically, or by sending a fax to (800) 256-6181. Please provide your name, address, phone number and a statement that you are rescinding your Agreement under the three (3) day Right of Rescission.

2. Length of Agreement: You will buy your natural gas service for the service address provided at time of enrollment from Sperian Energy beginning on the date set by your NGDC and will continue for 12 months ("Initial Term").

3. Basic Service Prices: You will pay XX.XX per Therms for natural gas service for 12 months, as disclosed in the Keystone Natural Gas Plan table above for the commodity of natural gas includes Sperian Energy supply charges, as well as applicable NGDC charges, surcharges, state and

local taxes. This excludes Pennsylvania sales tax; if applicable.

4. Contract Renewal/Change in Terms: If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date or if we propose to change our terms of service in any type of agreement, you will receive two written notices at about 90 days and 60 days from us, either as a bill message, email or direct mail that precedes either the expiration date or the effective date of the proposed changes. We will explain your options to you in these two written notifications.

5. Cancellation Fee: We will charge you an early cancellation fee of \$ _____ if contract is severed before expiration.

6. Cancellation Provisions: Customer or Sperian may cancel this Agreement, for reasons other than non-payment, at any time, by providing written notice to the other party at least (30) days prior to the intended date of termination. If Customer enrolled under a fixed-rate product, you agree to remain a Customer of Sperian Energy until the term expires or you may be subject to an early cancellation fee, if specified in the Disclosure Statement. When you cancel services, you agree to pay for the services provided by Sperian Energy through the date you are switched to another provider or returned to the NGDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Sperian Energy gives the NGDC notice of your cancellation request. If you move from one service location to another, your current Agreement with Sperian Energy will be cancelled. Sperian Energy reserves the right to cancel this agreement (i) if your NGDC is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your NGDC and Sperian Energy Services.

7. Dispute Procedures: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact the NGDC regarding any billing dispute, and should contact Sperian Energy in writing at 2605 Camino Del Rio S. San Diego, CA 92108 or by telephone at (888) 682-8082 for any terms of service dispute. If after discussing your problem with Sperian Energy or the NGDC you remain dissatisfied, you may file an informal complaint with the Public Utility Commission by telephoning the Utility Choice Hotline at (800) 692-7380 or by writing to the following address: Public Utility Commission, Box 3265, Harrisburg, Pennsylvania 17105.



Contact Information:

Natural Gas Supplier Name:

Spierian Energy
2605 Camino Del Rio S.
San Diego, CA 92108
(888) 682-8082
www.sperianenergy.com

Natural Gas Distribution Company:

Columbia Gas of Pennsylvania
121 Champion Way, Canonsburg, PA 15317
(888) 460-4332

Gas Emergency:

(888) 460-4332

Utility Choice Hotline:

(800) 692-7380

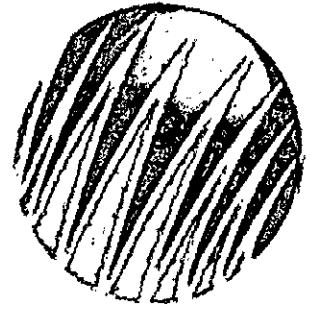
Pennsylvania Public Utility Commission:

P.O. Box 3265, Harrisburg, PA 17105-3265

Universal Service Program Information:

(888) 460-4332

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Appendix C
PAPUC Notice

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**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Application of **Sperian Energy Corp (“Sperian Energy”)** For Approval To Offer, Render, Furnish Natural Gas Supply Services as a Marketer/Broker or Aggregator Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania, Docket **No. A-125XXX**.

On **June 12th 2013, Sperian Energy** filed an application with the Pennsylvania Public Utility Commission (“PUC”) for a license to provide natural gas supply services as (1) a supplier of natural gas, (2) a broker/marketer engaged in the business of supplying natural gas, and (3) an aggregator engaged in the business of providing natural gas supply services. Sperian Energy proposes to sell natural gas and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Sperian Energy** may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Company’s Name attorney at the address listed below. Please include the PUC’s “docket number” on any correspondence, which is **A-125XXX**.

**By and through Counsel: Alan Fagan
Sperian Energy Corp
2605 Camino Del Rio S.
San Diego, CA 92108
PH: (888) 682-8082
FX: (800) 256-6181**

SPERIAN ENERGY



Appendix D Standards of Conduct

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Standards of Conduct

- (1) Sperian Energy should apply its tariffs in a nondiscriminatory manner to its affiliate, its own marketing division and any non affiliate.
- (2) Sperian Energy should likewise not apply a tariff provision in any manner that would give its affiliate or division an unreasonable preference over other marketers with regard to matters such as scheduling, balancing, transportation, storage, curtailment, capacity release and assignment, or nondelivery, and all other services provided to its affiliated suppliers.
- (3) If a tariff provision is mandatory, the Sperian Energy should not waive the provision for its affiliate or division absent prior approval of the Commission.
- (4) If a tariff provision is not mandatory or provides for waivers, the Sperian Energy should grant the waivers without preference to affiliates and divisions or non-affiliates.
- (5) Sperian Energy should maintain a chronological log of tariff provisions for which it has granted waivers. Entries should include the name of the party receiving the waiver, the date and time of the request, the specific tariff provision waived and the reason for the waiver. Any chronological log should be open for public inspection during normal business hours.
- (6) The Sperian Energy should process requests for transportation promptly and in a nondiscriminatory fashion with respect to other requests received in the same or a similar period. Sperian Energy should maintain a chronological log showing the processing of requests for transportation services. Any chronological log should be open for public inspection during normal business hours.
- (7) Transportation discounts and fee waivers and rebates provided to the [natural gas distribution company's] or its marketing affiliate's favored customers should be offered to other similarly situated customers and should not be tied to any unrelated service, incentive or offer on behalf of either the parent or affiliate. A chronological log should be maintained showing the date, party, time and rationale for the action. Any chronological log should be open for public inspection during normal business hours.
- (8) Sperian Energy should not disclose any customer proprietary information to its marketing affiliate or division, and to the extent that it does disclose customer information, it should contemporaneously provide this same information to other similarly situated marketers in a similar fashion so as not to selectively disclose, delay disclosure, or give itself or its affiliate any undue advantage related to the disclosure. A chronological log should be maintained showing the date, time and rationale for the disclosure. Any chronological log should be open for public inspection during normal business hours. A natural gas distribution company should not provide information received from non-affiliated customers or suppliers to its affiliated natural gas suppliers.
- (9) Sperian Energy should justly and reasonably allocate to its marketing affiliate or division the costs or expenses for general administration or support services.
- (10) Sperian Energy selling surplus gas supplies and/or upstream capacity on a short-term basis (as defined by the Federal Energy Regulatory Commission) to its affiliate should make supplies available to similarly situated marketers on a nondiscriminatory basis. The Sperian Energy should not make any gas supplies and/or upstream capacity available through private disclosure to the [natural gas distribution company's] affiliate unless the availability is made simultaneously with public dissemination in a manner that fairly apprises interested parties of the availability of the gas supplies and/or upstream capacity. The Sperian Energy should maintain a chronological log of these public disseminations. Any chronological log should be open for public inspection during normal business hours.
- (11) Sperian Energy should not condition or tie agreements to release interstate pipeline capacity to any service in which the Sperian Energy or affiliate is involved.



(12) Sperian Energy should not directly or by implication . . . represent to any customer, supplier or third party that an advantage may accrue to any party through use of the [natural gas distribution company's] affiliate or subsidiary.

(13) Sperian Energy should establish and file with the Commission a complaint procedure for dealing with any alleged violations of any of the standards listed in paragraphs (1) through (12), this paragraph or paragraphs (14) and (15), excepting for paragraph (9), which should be exclusively under the purview of the Commission. These procedures should be developed in consultation with interested parties during consideration of any tariff guided by this section and §69.191 (relating to general). The Commission may expect establishment of a complaint procedure or other recordkeeping requirements if warranted by subsequent facts or circumstances.

(14) Sperian Energy should keep a chronological log of any complaints, excepting paragraph (9), regarding discriminatory treatment of natural gas suppliers. This chronological log should include the date and nature of the complaint and Sperian Energy resolution of it. Any chronological log should be open for inspection during normal business hours.

(15) Parties alleging violations of these standards may pursue their allegations through the Commission's established complaint procedures. A complainant bears the burden of proof consistent with 66 Pa. C.S. (relating to Public Utility Code) in regard to the allegations.

(16) Licensees shall provide accurate information about their natural gas supplier services using plain language and common terms. Where new terms are used, such terms must be defined again using plain language: Information should be provided in a format which will allow for comparison of the various natural gas supply services offered and the prices charged for each type of service.

(17) Licensees shall provide notification of the change in conditions of service, intent to cease operation as a natural gas supplier, explanation of denial of service, proper handling of deposits and proper handling of complaints in accordance with Commission regulations where applicable.

(18) Licensees shall maintain the confidentiality of customers' historic payment information and right of access to their own load and billing information.

(19) Licensees shall not discriminate in the provision of natural gas supply services as to availability and terms of service based on race, color, religion, national origin, sex, marital status, age receipt of public assistance income, and exercise of rights under the Consumer Credit Protection Act, 15 U. S. C. §§1691-1691f; Regulation B, 12 C.F.R. §§202-202.14.

(20) Licensees will be responsible for any fraudulent deceptive or other unlawful marketing or billing acts performed by their agents or representatives. Licensee shall inform consumers of state consumer protection laws that govern the cancellation or rescission of natural gas supply service contracts. 73 P. S. §201-7.

(21) Sperian Energy shall not give any affiliate or marketing division preference over a non-traditional affiliate in the provision of goods and services such as processing requests for information, complaints and responses to service interruptions. Sperian Energy shall provide comparable treatment without regard to a customer's chosen natural gas supplier.

(22) No transaction between Sperian Energy and an affiliated natural gas supplier shall involve an anti-competitive cross subsidy and all such transactions shall comply with applicable law.

(23) Sperian Energy employees who have responsibility for operating the distribution system, including natural gas delivery or billing and metering, shall not be shared with an affiliated or divisional Supplier, and their offices shall be physically separated from the office(s) used by those working for the Supplier. Such natural gas distribution company employees may transfer to a Supplier provided such transfer is not used as a means to circumvent these interim standards of conduct. Any supplier shall have its own direct line management. Any shared facilities shall be fully and transparently allocated between Sperian Energy function and the Supplier function. Sperian Energy accounts and records shall be maintained such that the costs a Supplier incurs may be clearly identified.



(24) (a) Neither Sperian Energy nor an affiliated or divisional Supplier may directly or by implication falsely and unfairly represent:

- That the Pa PUC jurisdictionally regulated services provided by Sperian Energy are of a superior quality when power is purchased from an affiliated or divisional Supplier; or
- That the merchant services (for natural gas) are being provided by Sperian Energy rather than an affiliated or divisional Supplier;
- That the natural gas purchased from a Supplier that is not an affiliate or division of Sperian Energy may not be reliably delivered;
- That natural gas must be purchased from an affiliate or divisional Supplier to receive Pa PUC jurisdictional regulated services.

(b) Sperian Energy shall not jointly market or jointly purchase its Pa PUC jurisdictional regulated services with the services of an affiliated or divisional Supplier. This prohibition includes prohibiting Sperian Energy from including bill inserts in its natural gas distribution company bills promoting an affiliated or divisional Supplier's services, and further precludes a reference or link from Sperian Energy's web-site to any affiliated or divisional supplier.

(c) When an affiliated or divisional Supplier markets or communicates to the public using Sperian Energy name or logo, it shall include a disclaimer that states:

- (i) That the Supplier is not the same company as Sperian Energy; (2) that the prices of the Supplier are not regulated by the Pa PUC; and (3) that a customer does not have to buy natural gas or other products from the Supplier in order to receive the same quality service from Sperian Energy. When a Supplier advertises or communicates verbally through radio or television to the public using Sperian Energy name or logo, the Supplier shall include at the conclusion of any such communication a disclaimer that includes all of the disclaimers listed in this paragraph.

(25) Sperian Energy must: (a) make interstate capacity available for release, assignment, or transfer to its affiliated or divisional Supplier only through the interstate pipeline electronic bulletin boards and the competitive bidding procedures in place on those interstate systems; not give its affiliated or divisional Supplier any preference over nonaffiliated or non-divisional Suppliers, or potential non-affiliated or non-divisional Suppliers, in matters relating to the assignment, release, or other transfer of Sperian Energy's capacity rights on interstate pipeline systems; and (c) not condition or tie its agreement to release, assign, or otherwise transfer interstate pipeline capacity to any agreement by a gas Supplier, customer or other third party relating to any service in which its marketing affiliate is involved.

SPERIAN ENERGY



Articles of Incorporation

RECEIVED

JUL 12 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SECRETARY OF STATE



CORPORATE CHARTER

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **SPERIAN ENERGY CORP**, did on February 14, 2011, file in this office the original Articles of Incorporation; that said Articles of Incorporation are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on February 14, 2011.

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER
Secretary of State

Certified By: Electronic Filing
Certificate Number: C20110214-2114
You may verify this certificate
online at <http://www.nvsos.gov/>

SPERIAN ENERGY



Compliance

RECEIVED

JUL 12 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



June 12th 2013

PA Public Utilities Commission
Secretary of the Commission
2nd Floor, Room N201
Harrisburg, PA 17120

Subject: Compliance

Dear Commission,

Neither Spierian Energy (Applicant) nor any of its employees has undergone any proceedings of any nature dealing with business operations within the previous (5) years.

Please contact Max Smith if you have any further questions at 888.682.8082.

Thank you

Best Regards,

A handwritten signature in black ink, appearing to read "Max Smith", written in a cursive style.

Max Smith
Executive Vice President
Spierian Energy Corp

SPERIAN
ENERGY



Standards, Billing Practices, Terms and Conditions of
Providing Service and Consumer Education

RECEIVED

JUL 12 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Sperian Energy Corp Pennsylvania Service Area Sales Agreement and Terms of Service

Effective: June 12th 2013

Sperian Energy Corp ("Sperian Energy" or "Sperian") is licensed as an EGS and a NGS with the Public Utilities Commission (PUC) in the Commonwealth of Pennsylvania. Sperian Energy's electricity license number is A-2011-2250633. Sperian Energy's natural gas license number is A-XXX. Sperian Energy sets the Electric Generation Service Charge and the Natural Gas Supply charge while the Public Utilities Commission (PUC) regulates electric and natural gas distribution prices and services. The Federal Energy Regulatory Commission (FERC) regulates electric and natural gas transmission prices and services.

Eligibility: Sperian Energy does not deny electric or natural gas service or determine eligibility for pricing based on credit history, utility payment data or credit score. Sperian Energy does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

Service Term and Product Selection: Depending on which plan you have selected, your service under this Agreement is provided under either a fixed-rate (term) product or a variable-rate (month-to-month) product, specified in the Disclosure Statement. If you are a new Customer, your selected product will become effective on the day your service begins with Sperian Energy, which coincides with the date your meter is read by the EDC or NGDC. Because this date is determined by your EDC or NGDC, Sperian Energy is not able to commit to a specific date for the commencement of service. If you are currently a Sperian Energy Customer and are switching to another product, your selected product will become effective within 24 hours of the request to switch to the new plan. Variable Rate Products shall commence for a one (1) month term ("Initial Term"). This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew, at least thirty (30) days prior to the next meter read date. Fixed Rate Products shall commence for a term as specified in the ELF or Disclosure Statement. A contract-expiration notice will be sent to you that precedes the last (3) bills prior to the end of your contract term. If you fail to take action to ensure the continued receipt of retail energy service upon the contract's expiration, you will automatically continue to be served by

Sperian Energy pursuant to a default renewal variable-rate product on a month-to-month basis unless you select another product or EDC/NGDC. Customer understands and acknowledges that Product selection at enrollment is subject to Sperian Energy approval, based on the premise type and/or service class that was previously assigned to Customer's account by Customer's Utility. If the information received from the Utility does not match the requested Sperian Energy product, Customer agrees that Sperian Energy may switch the product type to match information received from the Utility, if one The following is your Terms of Service (Agreement) with Sperian Energy, for the purchase of electricity and/ or natural gas service. Sperian Energy agrees to sell and Customer agrees to buy the quantity of electricity or natural gas delivered to you, as measured or estimated by your Electric Distribution Company (EDC) or your Natural Gas Distribution Company (NGDC). Sperian Energy is an Electric Generation Supplier (EGS) and a Natural Gas Supplier (NGS) and will supply electricity and/ or natural gas as specified in the Disclosure Statement, which is hereby made an integral part of the Agreement. By enrolling for service with Sperian Energy, you agree to be bound by this Agreement and pay for the electric and/or natural gas service Sperian Energy provides to you under this agreement. The words "we," "us," and "our" refer to Sperian Energy, and the words "you" and "your" refer to the Customer. Please retain this Agreement and Disclosure Statement for your records. The Disclosure Statement is considered to be integral components of this Agreement and is currently offered by Sperian Energy. Customer understands that if the product is changed to one which matches the correct premise/ service class type, rates may vary. You will receive written notice of the product's terms and will have the ability to exercise your right of rescission as described below. (See Rescission Period).

Pricing and Payment: Unless otherwise agreed to in writing or other form as authorized by the Public Utility Commission of Pennsylvania your rate will be disclosed to you in your Disclosure Statement at the time of enrollment. Customers who choose a term product have a fixed rate for the entire term and may be charged a fee for early termination, if specified in the Disclosure Statement. If you selected a variable rate plan, your initial rate will be shown at the time of your enrollment and thereafter rates are subject to change at the discretion of Sperian Energy. Each billing period, you will receive a single invoice from your EDC or NGDC that includes Sperian Energy supply charges, as well as applicable EDC or NGDC charges, surcharges, state and local taxes.

Rescission Period: You may rescind this Agreement without fee or penalty of any kind within three (3) business days of receiving the written Disclosure Statement and Terms of Service. You can rescind this agreement by calling Sperian Energy at (888) 682-8082 from 9:00 a.m. to 7:00 p.m. (ET), Monday – Friday. You may rescind in writing, orally, electronically, or by sending a fax to (800) 256-6181. Please provide your name, address, phone



number and a statement that you are rescinding your Agreement under the three (3) day Right of Rescission.

Cancellation and Switching Procedures: Customer or Spierian may cancel a variable rate Agreement, for reasons other than non-payment, at any time, by providing written notice to the other party at least (30) days prior to the intended date of termination. If Customer enrolled under a fixed-rate product, you agree to remain a Customer of Spierian Energy until the term expires or you may be subject to an early termination fee, if specified in the Disclosure Statement. When you cancel services, you agree to pay for the services provided by Spierian Energy through the date you are switched to another provider or returned to the EDC or NGDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Spierian Energy gives the EDC or NGDC notice of your cancellation request. Spierian Energy reserves the right to cancel this agreement (i) if your EDC or NGDC is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your EDC or NGDC and Spierian Energy Services; or (iii) if the EDC or NGDC removes you from their consolidated billing program and requires that Spierian Energy bill you separately for your electricity supply. If this occurs, we will notify both you and your EDC or NGDC of the cancellation of this agreement at least 3 days prior to the effective date of cancellation. It may take up to (60) days for Customer's account(s) to be returned to the EDC or NGDC depending on EDC or NGDC cancellation procedures.

Contract Renewal/Change in Terms: If you have a fixed term agreement with us and it is approaching the expiration date or whenever we propose to change our terms of service in any type of agreement, you will receive three written notices from us either as a bill message, an email or direct mail that precedes either the expiration date or the effective date of the proposed changes. We will explain your options to you in these three advanced notifications. Your payment will be due to the EDC or NGDC by the date specified in your bill. Except as otherwise provided in this agreement or by law, all taxes of any kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

Information Release Authorization: Customer acknowledges that customer billing and payment information will be provided to Spierian Energy from your EDC or NGDC. This information includes, but is not limited to, Customer's account number, meter reading data, rate class and electric and/or gas usage, Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference. Customer further understands that the EDC or NGDC is required by

the PUC to communicate with Customer following a notice of change of EGS or NGS to confirm the change was authorized. Spierian will not give or sell customer information to any unaffiliated party without consent from the customer unless Spierian is required to do so by law or it is necessary to enforce this agreement.

Consumer Protections: The services provided by Spierian Energy are protected by the terms and conditions of this Agreement and the Pennsylvania Public Utilities Commission (PUC).

Billing and Payment: Customer may receive a single bill for both commodity and delivery costs from either Spierian or the EDC or NGDC, or each of the EDC or NGDC and Spierian may invoice separately. Your EDC or NGDC will continue to issue you a monthly bill and the bill will include Spierian Energy supply charges, as well as applicable EDC or NGDC charges, surcharges, state and local taxes, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Customer will make payment directly to the EDC or NGDC in accordance with the payment terms stated in the EDC's or NGDC's tariffs, unless otherwise provided herein. Customer payments remitted in response to a consolidated bill shall be applied in accordance with procedures adopted by PUC. In the event of failure to remit payment when due, Spierian will have the right to terminate commodity service and to seek suspension of distribution service.

Energy Assistance: Your EDC and/or NGDC has programs available to customers who are on a limited income to assist them with utility bills. For Universal Service Programs such as CAP Rate, Customer Assistance & Referral Evaluation Services (CARES), and Matching Energy Assistance Fund (MEAF) call (800) 774-7040. For Low Income Home Energy Assistance Program (LIHEAP), call (800) 344-3574. For Low Income Usage Reduction Program (LIURP), call (800) 675-0222.

Dispute Resolution: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. Customer should contact the EDC or NGDC regarding any billing dispute, and should contact Spierian Energy in writing at 2605 Camino Del Rio S. San Diego, CA 92108 or by telephone at (888) 682-8082 for any terms of service dispute. If after discussing your problem with Spierian Energy or the EDC/NGDC you remain dissatisfied, you may file an informal complaint with the Public Utility Commission by telephoning the Utility Choice Hotline at (800) 692-7380 or by writing to the following address: Public Utility Commission, Box 3265, Harrisburg, Pennsylvania 17120.

Agency: Customer appoints Spierian as its agent to acquire the supplies necessary to meet its electricity and/or gas needs, contract for and administer transportation,



transmission and related services over interstate facilities and those of the EDC or NGDC needed to deliver electricity and/or gas to the Customer's premises. These services are provided on an arm's-length basis and market-based compensation is included in the price noted in your Disclosure Statement.

Severability: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

Delays or Failure to Exercise Rights: No partial performance, delay or failure on the part of Spierian in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

Taxes and Laws: Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

Acceptance and Amendments: This Agreement shall not become effective until accepted by Spierian Energy. Spierian Energy may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Spierian Energy will supply Customer with a current version of this document annually and upon request.

Force Majeure: The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the EDC or NGDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for

failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

Assignment: You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Spierian Energy. Spierian Energy may, without your consent, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of Spierian Energy; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Spierian Energy; and/or (d) transfer or assign this Agreement to a PUC-certified EGS or NGS. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer agrees that Spierian Energy shall have no further obligations hereunder.

Limitations of Liability: Liabilities not excused by reason of force majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived. These limitations apply without regard to the cause of any liability or damage, including the negligence of Spierian Energy. There are no third-party beneficiaries to this agreement.

Representations and Warranties: The electricity and/or natural gas sold under this Agreement will meet the applicable EDC's or NGDC's standards and may be supplied from a variety of sources. Unless otherwise expressly set forth in this Agreement, Spierian Energy provides and Customer receives no warranties, express or implied, statutory, or otherwise and Spierian Energy specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Governing Law: Venue for any lawsuit brought to enforce any term or condition contained herein shall be exclusively in the State of California. This Agreement shall be governed by, enforced and performed in accordance with the rules of PUC. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon Spierian's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, Spierian shall have the right to change this Agreement with thirty (30) days' notice to the customer. Upon receipt of written notice of a material change, customer may terminate this agreement prior to the date such change becomes effective. The provisions of the Uniform Commercial Code (UCC) shall



apply to this Agreement, and electricity and natural gas shall be a "good" for purposes of the UCC.

Contact Information:

For questions concerning your rate, service initiation, or service cancellation, please contact Spierian Energy using the contact information below:

Spierian Energy Corp

Internet Address: www.sperianenergy.com

2605 Camino Del Rio S.

San Diego, CA 92108

Customer Service (888) 682-8082

Fax (800) 256-6181

Operating Hours:

Monday – Friday 9:00 AM – 7:00 PM EST

In the event of a power outage or gas leak, please contact your Electric Distribution Company or Natural Gas

Distribution Company:

Columbia Gas of Pennsylvania: (888) 460-4332

Duquesne Light: (888) 393-7000

Met-Ed: (800) 545-7741

National Fuel Gas: (800) 444-3130

PECO: (800) 841-4141

Penelec: (800) 545-7741

Penn Power: (800) 720-3600

Peoples Natural Gas: (800) 764-0111

PPL Corporation: (800) 342-5775

West Penn Power: (800) 686-0021

UGI Utilities / UGI Penn Natural Gas: (800) 276-2722

UGI Central Penn Gas: (800) 652-0550

Public Utility Commission of Pennsylvania (PUC)

PO Box 3265

Harrisburg, PA 17105-3265

Utility Choice Hotline: (800) 692-7380



June 12th 2013

PA Public Utilities Commission
Secretary of the Commission
2nd Floor, Room N201
Harrisburg, PA 17120

Subject: Standards, Billing Practices, Terms and Conditions of Providing Service and Consumer Education

Dear Commission,

A. Contact for Consumer and Complaints:

- Amy Bailey
Compliance Manager
2605 Camino Del Rio S.
San Diego, CA 92108
888.682.8082 – PH
800.256.6181 – FX

B. Spierian Energy Terms of Service Attached

C. Under **Appendix B** section

Please contact Max Smith if you have any further questions at 888.682.8082.

Thank you

Best Regards,

A handwritten signature in black ink, appearing to read "Max Smith", written in a cursive style.

Max Smith
Executive Vice President



June 12th 2013

PA Public Utilities Commission
Secretary of the Commission
2nd Floor, Room N201
Harrisburg, PA 17120

Subject: Bonding / Credit Compliance

Dear Commission,

In the event Spierian Energy proposes to enter an Natural Gas Distribution Company territories ("NGDC") requiring credit or bonding before entry, Spierian Energy may submit a Surety Bond to cover the expected requirement for entry. Spierian currently has an active \$250,000 surety bond with the Commission established in 2011.

Please contact Max Smith if you have any further questions at 888.682.8082.

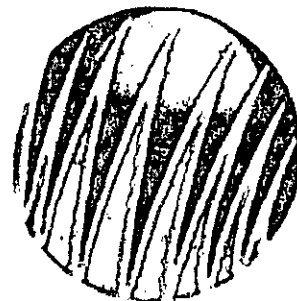
Thank you

Best Regards,

A handwritten signature in black ink, appearing to read "M. Smith", written in a cursive style.

Max Smith
Executive Vice President
Spierian Energy Corp

SPERIAN ENERGY



Technical Fitness

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JUL 12 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



June 12th 2013

PA Public Utilities Commission
Secretary of the Commission
2nd Floor, Room N201
Harrisburg, PA 17120

Subject: Executive Officer Bio's

Dear Commission,

Below are the executive bios for each active member in the organization.

Jevin Sackett, Chairman & CEO

Jevin Sackett began his foray in to the entrepreneurial world as the co-founder of a real estate publishing company (1994 – 1996) that developed a system to deliver real estate data to thousands of end-users throughout the industry. Through this business venture, he gained unparalleled experience, training, and industry comprehension that paved the way for his future endeavors.

As the co-founder and EVP of National Credit Center (NCC) in 1996, Jevin continued to add strength, growth, and stability through his extensive knowledge and direction. Through the development and introduction of an application that enabled the secure delivery of consumer credit data, Jevin quickly drove NCC to become the third largest credit provider to the automotive industry in the United States. This still-growing entity is widely recognized as an industry leader and continues to process millions of credit reports annually for auto dealers nationwide.

From NCC, Jevin became the co-founder and COO of National Mortgage Reporting (NMR), currently known as SettlementOne. Through Jevin's influence, SettlementOne became one of the leading providers of data to the mortgage lending industry and has grown one thousand percent.

Jevin first launched SettlementOne Valuation and provided both HVCC and Appraiser Independence compliant appraisals, which has since seen an exponential growth quarter after quarter. Jevin then unveiled SettlementOne Title, a title company licensed in 18 states offering title insurance and escrow services. Jevin is currently now the CEO of SNH, Inc., the parent company which provides executive service and houses six companies: SettlementOne Valuation, SettlementOne Credit, SettlementOne Escrow, SettlementOne Title, NCC, and Clear Escrow. Jevin has continued to provide leadership and strategy to each company and continues to achieve twenty percent growth in a declining market.



Max Smith – EVP

Max Smith is a dynamically driven entrepreneur with hands-on business experience in multiple foreign markets around the globe. Through out his early college career, Max was a highly successful sales executive for local San Diego firms where he was nationally recognized and rewarded for his achievements. From these ventures he gained valuable experience in sales and marketing, and core business development.

During his later years in college, February 2007, he jumped on board as a junior business analyst with a local start up; Clarity MD. Clarity MD was a globally managed company with offices in both San Diego and Beijing, specializing in global medical device supply chain, channel integration, and hospital fulfillment in the US, Asia, Africa, and Europe. Max was responsible for many diverse tasks, ranging from financial management, locating and acquiring distribution partners in the US market as well as the coordination of various supply chain operations for Asian medical technology to be introduced into the United States. When Clarity dissolved and reformed into Anvil MD in July 2009, Max left the company and furthered his entrepreneurial passion when he graduated college by starting an independently run supply chain brokerage in August of 2009 underneath the Stephen Gould Corp umbrella.

Underneath Stephen Gould, Max coordinated supply chain operations for clients ranging from small local firms to large fortune 500 corporations. Max was responsible for sourcing, manufacturing, quality control operations, all financial and administrative responsibilities, as well as fulfilling a large scale safety equipment operation for Honeywell Inc. that was operated in Shenzhen and Dongguan, China. He also created and managed supply chain operations in Pakistan, Mexico, and Asia, ranging from global Orthodontic companies such as Ortho Organizers as well as Las Vegas Hotel Corporations like the Las Vegas Sands Corp and Wynn Resorts. In February 2011, Max left Stephen Gould and assisted in the start-up of Spierian Energy taking the title of Executive Vice President.

In the beginning of 2011, Mr. Smith was a co-founding member of Spierian Energy Corp, a retail electric supplier based out of San Diego, California. Max played a crucial role in all sectors of the business model including but not limited to the formation of the company, including all launch procedures; establishing the brand, building the internal vendor network, creating and overseeing the membership process into the ISO/RTO's, individual states, and internal markets; building and refining core growth channels, forecasting future market expansion, creating, refining, and integrating all pricing and new product procedures; and integration of supply arrangements with wholesale supply partners.

Max earned his Bachelor of Science degree in Business Management from San Diego State University.

Joseph Waldman – COO

Joseph Waldman recently joined Spierian Energy with more than 19 years of experience in operations, including 12 years in retail energy operations and management.



In these years, he has concentrated on streamlining operations and ROI. While he has only been in the energy industry for 12 years, he has run operations for over 7 years during his work at several different Wall Street firms including the nation's third largest bond brokerage firm. His appointment advances Spierian Energy's vision to provide affordable energy to the greatest number of customers in the mass market utilizing his vast experience.

His background in third party energy supply for both electricity and natural gas includes but is not limited to sales, marketing, multiple payment methodologies, consumer credit, enrollments, regulatory, compliance, data analysis, data mining, collection strategies, all methods of billing, outsourcing, internal and third party sales verifications, telecomm systems including IVRs, ACD, software upgrades and installations, as well as offsite - from home staffing.

Mr. Waldman has experience working with more than 25 utilities across 13 states and Canada. His primary focus will be on delivering innovative solutions to continually improve the overall flow of customer operations, as well as maintaining the integrity of the data generated.

Joe Waldman has an undergraduate BS in Business, Management, and Finance from Brooklyn College.
Nick Cioll - CFO

Nick Cioll is an executive with 25 years in the energy and commodities industries with extensive experience in retail, wholesale, and trading of electricity and natural gas including retail and retailing, and trading of green power and green credits. Nick also has extensive experience in financing and overseeing the building and commercialization of several cogeneration and merchant power plants.

Mr. Cioll is currently Chief Financial Officer of Spierian Energy Corp an energy service provider operating in Illinois, Ohio, and Pennsylvania, responsible for all financial matters and overseeing commodity trading and hedging risk management.

Most recently, Mr. Cioll was Chief Financial Officer and Chief Risk officer of Tri-Eagle Energy. Mr. Cioll has been a CFO and the Chief Risk Officer for divisions of Fortune 500 companies (TXU, Kaiser Aluminum, and a division of Freeport McMoRan) and three successful smaller companies for a total of 20 years.

During his career, he has led all aspects for finance including leading mergers and acquisitions at four companies with over fifteen successful mergers, acquisitions, and divestitures totaling over \$3 billion in value. Mr. Cioll has also completed over twelve stock and bond financings totaling \$3.5 billion including completing three successful IPOs.

Steve Malkiewicz, Contracted Supply Consultant, ESCO Advisors

Mr. Malkiewicz was the Managing Director and founder of Energy Associates LLC (1997 to 2011), a management consulting firm serving the energy/utilities industry. His experience is a unique blend of financial and analysis assignments, with strategic and operational responsibilities, including helping to establish, finance and build several new businesses. Mr. has founded or assisted in forming and building several new businesses designed to capture opportunities in restructured energy markets in the US and



Canada, serving in roles from Chief Financial Officer to supply management, regulatory and finance responsibilities. Mr. has held various senior officer capacities at SEMCO Energy Inc. (1990 to 1997), a gas distributor based in Michigan, including Senior Vice President and COO, Vice President and Chief Financial Officer and Controller and Treasurer of its energy marketing and investment subsidiary. Mr. Malkiewicz began his career as an auditor and consultant at Arthur Andersen in the Chicago and Detroit offices (1982 to 1990). He is a Certified Public Accountant and a member of the Global Association of Risk Professionals. He has a Bachelor of Business Administration in Accounting from Eastern Michigan University.

Jon Parrella, EVP Operations Services / Contracted Consultant

Mr. Parrella specializes in all aspects of business development from planning to financing to development and analysis. Prior to ESCO Advisors, Jon consulted for Public Power towards the end of 2010 to the beginning of 2011, providing various business development, supply, and financial services. In the beginning of 2008, he founded and built Discount Power, Inc. (DPI) one of the largest ESCOs in the CT market. DPI grew to over \$50 million in revenue in only 14 months with over 20 employees and 35,000 customers. Mr. Parrella was responsible for procurement and supply, developing the products, hedging strategies, product pricing, systems implementation, receivables financing, and equity capital infusion. Prior to DPI Jon was the Director of Sales for Artera Group, Inc. Jon established and supported selling network optimization solutions in partnership with HP to the largest Telephone and Internet companies in Latin America. Mr. Parrella graduated with high honors with a dual degree in business management and psychology with a minor in electrical engineering from Rensselaer Polytechnic Institute. As of the close of 2011 and into 2012, Mr. Parrella still has equity in DPI but has shifted his day to day responsibilities to ESCO Advisors which was formed in 2011. ESCO Advisors is a consulting firm specializing in offering solutions for start-up and growing electric and gas retailers across the United States, with clients in the northeast. Jon is the current President of ESCO Advisors.

Bill Thompson, Member of the Board of Directors

Bill Thompson is a dynamic and highly-focused executive with twenty years experience optimizing the performance, efficiencies, and growth of a wide range of organizations across several industries. He is a proven strategic alliance builder with Fortune 500 companies and industry leading organizations, private equity market savvy fluent in the language of the investment banking community, and a creative thinker known for establishing unique distribution channels and launching products across multiple market segments with immediate results.

Throughout his career, Bill has held senior executive management roles within various companies. Notably, he served as CEO for ACRAnet, Inc., a settlement services company headquartered in Simi Valley, California, where his major accomplishments include creating millions of dollars in revenue by developing a 36-state title and escrow business through strategic alliances with major title insurance partners. While at ACRAnet, Bill also guided the company's collective entities through multiple years of unprecedented double-digit profitability. By acquiring and managing key account relationships from leading mortgage lenders, he helped ACRAnet establish itself as an industry leader.



As an independent management consultant, Bill provided guidance for both closely held and Fortune 500 companies. For American Airports, Inc., the country's largest independent airport operator, Bill engineered process improvements, redeployed working capital, and established best practices for FBO activities, delivering millions to the bottom line. For Anschutz Entertainment Group, a major professional sports franchise and facilities operator, he evaluated core business strategies, developed and helped implement an organizational effectiveness model, and provided CRM solutions for the company's high profile operations at the Staples Center in Los Angeles. In addition, Bill also consulted for Boeing, Inc.'s Integrated Defense Systems Division, where he assisted in aligning various geographically dispersed assets and MRP platforms to develop a more streamlined process for requisitioning parts and support for projects such as the Delta II and Delta IV programs.

As the Chief Operating Officer for SNH, Inc., Bill is responsible for operational oversight for the entire SNH family of companies. Bill's goals as COO are to ensure each business unit is profitably managed through the optimization of people, processes, and technologies, and to help guide the growth of the businesses from positions of market leadership to market dominance.

Bill graduated with an MBA from the Marshall School of Business at the University of Southern California in Los Angeles, and a BA in Economics and Accounting from Claremont McKenna College in Claremont, California.

Grayson Sackett – Investor and Member of the Board of Directors

Grayson Sackett was born in Santa Monica CA-attended college in Los Angeles- married 1971-2 children-operated and sold several small service and retail businesses-started NCC in 1996-now third largest provider of consumer credit data to the retail automotive industry-currently involved in managing Sackett National Holdings Inc. and its subsidiary corporations that cover valuation, management, escrow, title, credit data and ancillary products, and software development.

Please contact Max Smith if you have any further questions at 888.682.8082.

Thank you



Best Regards,

A handwritten signature in black ink, appearing to read "Max Smith". The signature is fluid and cursive, with a large, looping initial "M" and a distinct "S" at the end.

Max Smith
Executive Vice President
Spierian Energy Corp



June 12th 2013

PA Public Utilities Commission
Secretary of the Commission
2nd Floor, Room N201
Harrisburg, PA 17120

Subject: FERC License

Dear Commission,

Spierian Energy Corp was granted Market Based Rate Authority from FERC on December 3rd 2011.
Spierian's company identifier is C002686 and Baseline Docket Number is 12-0515-000.

Please contact Max Smith if you have any further questions at 888.682.8082.

Thank you

Best Regards,

A handwritten signature in black ink, appearing to read "Max Smith", written in a cursive style.

Max Smith
Executive Vice President,
Spierian Energy Corp

From: (888) 682-8082
Max Smith
Sperian Energy Corp
2605 Camino Del Rio South

Origin ID: MYFA



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PA Public Utility Commission
Keystone Building, 400 North Street
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HARRISBURG, PA 17120

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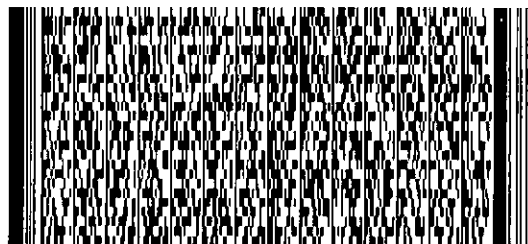
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