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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

August 12, 2013

Via FEDEX

Secretary of the Commission
Keystone Building
400 North Street
2nd Floor, Room N201
Harrisburg, PA 17120

Re: North Star Gas Company, LLC's Application to offer natural gas supply services to the public in the Commonwealth of Pennsylvania


To Whom It May Concern:

Please find enclosed a copy of North Star Gas Company, LLC's Application for License (NGS) along with Confidential Exhibits to such Application, filed under seal, together with the requisite \$350.00 filing fee.

Please note that such application responses containing confidential information are being filed under seal as this information is sensitive trade secret, commercial, and financial information that, if disclosed to competitors, would cause substantial harm and put North Star Gas Company, LLC at a disadvantage to its competitors. Accordingly, North Star Gas Company, LLC respectfully requests the Commission to maintain the confidentiality of the information filed under seal.

Should any issues arise, please don't hesitate to contact me directly. Thank you in advance for your attention to this matter.

Best regards,


Christian Bedortha
Assistant General Counsel
North Star Gas Company, LLC
cb@yepenergy.com

Enclosures

7660 Woodway Dr., Ste. 471A, Houston, TX 77063, Direct: 713-358-8509, Fax: 713-335-5768

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of North Star Gas Company, LLC d/b/a YEP Energy, 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:

North Star Gas Company, LLC d/b/a YEP Energy
7660 Woodway Dr., Suite 471A
Houston, TX 77063
Phone: 877-418-5872
Fax: 855-884-0560

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Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

None.

2. a. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

Christian Bedortha, Assistant General Counsel
7660 Woodway Dr., Suite 471A
Houston, TX 77063
Phone: 713-358-8509
Fax: 713-335-5768

- 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:

Michael Nguyen, Executive Vice President
7660 Woodway Dr., Suite 471A
Houston, TX 77063
Phone: 713-395-5348
Fax: 713-335-1182

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

Christian Bedortha, Assistant General Counsel
7660 Woodway Dr., Suite 471A
Houston, TX 77063
Phone: 713-358-8509
Fax: 713-335-5768

- 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:

CT Corporation, 1515 Market Street #1210, Philadelphia, PA 19102, P: (215) 563-7750, F: (215) 563-7773

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

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

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

Please see Attachment 1.

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

X The Applicant is a:

- domestic corporation (none)
- foreign corporation (15 Pa. C.S. §4124)
- domestic limited liability company (15 Pa. C.S. §8913)
- X** 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.

Please see Attachment 2.

Give name and address of officers.

Penny Hankins – CEO, 7660 Woodway Dr., Suite 471A, Houston, TX 77063
Mike Kim – President, 7660 Woodway Dr., Suite 471A, Houston, TX 77063
Michael Nguyen – Executive Vice President, 7660 Woodway Dr., Suite 471A, Houston, TX 77063

The Applicant is incorporated in the state of Texas.

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

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

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

- 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.

- 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.

- 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.

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

OR

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

Please see Confidential Attachment 1.

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.)

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.

NSGC will provide natural gas supply to residential, small business, commercial and industrial customers within the Commonwealth of Pennsylvania.

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

Applicant proposes to initially offer services in the following NGDC service areas: Columbia Gas of PA, PECO, UGI Utilities, Inc., UGI Penn Natural Gas, and UGI Central Penn Gas.

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 October 1, 2013. (approximate date).

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:

Valley Energy Inc. Robert Crocker 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: rcrocker@ctenterprises.org	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
UGI Central Penn David Beasten 2525 N. 12 th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559	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

Peoples TWP LLC (Formerly T. W. Phillips) Robert M. Hovanec 205 North Main Street Butler, PA 16001 PH: 724.287.2725 FAX: 724.287.5021 email: rhovanec@twphillips.com	UGI David Beasten 2525 N. 12 th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559
UGI Penn Natural David Beasten 2525 N. 12 th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559	Equitable Gas Company Jerald Moody 225 North Shore Drive Pittsburgh, PA 15212-5352 PH: 412.395.3209 FAX: 412.395.3335
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	Columbia Gas of Pennsylvania Inc. Thomas C. Heckathorn 200 Civic Center Drive Columbus, OH 43215 PH: 614.460.4996 FAX: 614.460.6442 email: theckathorn@nisource.com
Philadelphia Gas Works Douglas Moser 800 West Montgomery Avenue Philadelphia, PA 19122 email: douglas.moser@pgworks.com PH: 215.684.6899	

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 A** 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.

The Applicant, its affiliate, its predecessors of both and all persons in this Application have never been convicted of a crime involving fraud or similar activity.

Proceedings: None.

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.

- Christian Bedortha, Assistant General Counsel
 7660 Woodway Dr., Suite 471A
 Houston, TX 77063
 Phone: 713-358-8509

Fax: 713-335-5768

- Michael Nguyen, Executive Vice President
7660 Woodway Dr., Suite 471A
Houston, TX 77063
Phone: 713-395-5348
Fax: 713-335-1182

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

Please see Attachment 3

- 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.

Please see Appendix B

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.

Please see Confidential Attachment 2

- 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.

Please see Attachment 4.

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

Penny Hankins – CEO, 7660 Woodway Dr., Suite 471A, Houston, TX 77063

Mike Kim – President, 7660 Woodway Dr., Suite 471A, Houston, TX 77063

Michael Nguyen – Executive Vice President, 7660 Woodway Dr., Suite 471A, Houston, TX 77063

Please see Confidential Attachment 3

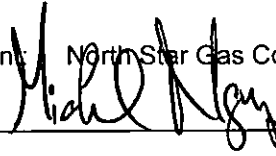
- Provide the name, title, address, telephone number and FAX number of Applicant's custodian for its accounting records.

Kimberly Janicki, Director of Accounting
7660 Woodway Dr., Suite 471A
Houston, TX 77063
Phone: 713-395-5348
Fax: 713-335-1182

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.
Please see Confidential Attachment 3.
 - A copy of any Federal energy license currently held by the Applicant.
N/A
 - Proposed staffing and employee training commitments.
Applicant will train staff and employees in house with online resources of each NGDC, and Applicant will also ensure that all relevant staff and employees attend NGDC training sessions, as required, when notified by the NGDC of the training schedule.
 - Business plans.
Please see Confidential Attachment 4.
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: North Star Gas Company, LLC

By: _____



Title: Executive Vice President

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

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State of Texas :
County of Harris :

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Michael Nguyen, Affiant, being duly sworn according to law, deposes and says that:
He is the Executive Vice President of North Star Gas Company, LLC, the Applicant;
That he is authorized to and does make this affidavit for said Applicant;

That North Star Gas Company, LLC, the Applicant herein, acknowledges that Applicant may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

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

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 to the best of his/her knowledge, information, and belief.

[Handwritten signature of Michael Nguyen]
Signature of Affiant

Sworn and subscribed before me this 12th day of August, 2013.



[Handwritten signature of Samantha J. Hudgens]
Signature of official administering oath

My commission expires 1/17/2017

AFFIDAVIT

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State of Texas :
County of Harris :

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Michael Nguyen, Affiant, being duly sworn according to law, deposes and says that:

He is the Executive Vice President of North Star Gas Company, LLC, the Applicant;

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

That the Applicant herein North Star Gas Company, LLC 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 North Star Gas Company, LLC has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

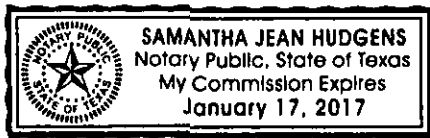
That the Applicant herein North Star Gas Company, LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

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

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

[Handwritten signature of Michael Nguyen]
Signature of Affiant

Sworn and subscribed before me this 12th day of August, 2013.



[Handwritten signature of Samantha J. Hudgens]
Signature of official administering oath

My commission expires 1/17/2017

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

ATTACHMENT 1

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

YEP Energy

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

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

ENTITY NUMBER: 4122866

Bedortha, Christian
7660 Woodway Dr, Ste 471A
Houston, TX 77063

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Registration of Fictitious Name
54 Pa.C.S. § 311

Name	Christian Bedorta		
Address	7660 Woodway Dr., Ste. 471A		
City	State	Zip Code	
Houston	TX	77063	

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Commonwealth of Pennsylvania
FICTITIOUS NAME 2 Page(s)



Fee: \$70

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is: YEP Energy

2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is: Retail Natural Gas Supplier

3. The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):
7660 Woodway Dr., Ste. 471A, Houston, TX 77063 Harris
Number and street City State Zip County

4. The name and address, including number and street, if any, of each individual interested in the business is:

Name	Number and Street	City	State

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5. Each entity, other than an individual, interested in such business is (are):

<u>EnerPenn USA, LLC</u>	<u>Limited liability Company</u>	<u>Texas</u>
Name	Form of Organization	Organizing Jurisdiction
<u>7660 Woodway Dr., Ste. 471A, Houston, TX 77063</u>		
Principal Office Address		
<u>CT Corporation System</u>	<u>Philadelphia</u>	
PA Registered Office, if any		
Name	Form of Organization	Organizing Jurisdiction
Principal Office Address		
PA Registered Office, if any		

6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. Optional: The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are):

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed this

26th day of June, 2012.

Individual Signature	Individual Signature
Individual Signature	Individual Signature
<u>North Star Gas Company, LLC</u>	<u>EnerPenn USA, LLC</u>
Entity Name	Entity Name
<u>[Signature]</u>	<u>[Signature]</u>
Signature	Signature
<u>Vice President of Regulatory Compliance</u>	<u>Vice President of Regulatory Compliance</u>
Title	Title

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SECRETARY'S BUREAU**

ATTACHMENT 2

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

North Star Gas Company, LLC

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

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

ENTITY NUMBER: 4122823

Bedortha, Christian
7660 Woodway Dr, Ste 471A
Houston, TX 77063

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Registration - Foreign
(15 Pa.C.S.)

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

Name Christian Beloritha
Address 4600 Woodbury Dr., Ste. 471A
City Houston, State TX Zip Code 77063

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Commonwealth of Pennsylvania
APPLICATION FOR REGISTRATION 3 Page(s)



Fee: \$250

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

1. The name of the limited liability company/limited liability partnership/limited partnership in the jurisdiction in which it is formed:
North Star Gas Company, LLC

2. The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:
North Star Gas Company, LLC

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:
Jurisdiction: Texas Date of Formation: 8/19/11

4. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider				
<u>CT Corporation System</u>				<u>Philadelphia</u>

PA DEPT. OF STATE

JUL 06 2012

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PA DEPT OF STATE

5. Check and complete one of the following:

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

N/A

Number and street City State Zip

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

7660 Woodway Dr. Suite 471A, Houston, TX 77063

Number and street City State Zip

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

N/A

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

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

Name Business Address

N/A

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

N/A

Number and street City State Zip County

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

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

26th day of June 2012

North Star Gas Company, LLC
Name of Partnership/Company

[Signature]
Signature

Vice President of Regulatory Compliance
Title



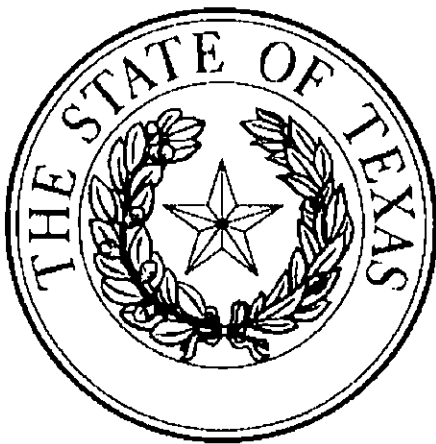
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for North Star Gas Company LLC (file number 801469625), a Domestic Limited Liability Company (LLC), was filed in this office on August 19, 2011.


It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on February 01, 2013.



A handwritten signature in black ink, appearing to read "John Steen".

John Steen
Secretary of State

<p>Form 205 (Revised 12/09)</p> <p>Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512 463-5709 Filing Fee: \$300</p>	 <p>Certificate of Formation Limited Liability Company</p>	<p>This space reserved for office use.</p> <p>FILED In the Office of the Secretary of State of Texas AUG 19 2011 Corporations Section</p>
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Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

North Star Gas Company, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

<u>Christian</u>		<u>Bedortha</u>	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

C. The business address of the registered agent and the registered office address is:

<u>7660 Woodway Dr., Suite 471-A</u>	<u>Houston</u>	<u>TX</u>	<u>77063</u>
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)			
IF INDIVIDUAL			
<u></u>	<u></u>	<u></u>	<u></u>
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
OR			
IF ORGANIZATION			
<u>VK Capital, LLC</u>			
<i>Organization Name</i>			
<u>5150 Hidalgo #603</u>	<u>Houston</u>	<u>TX</u>	<u>USA 77056</u>
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country, Zip Code</i>

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)			
IF INDIVIDUAL			
OR	<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>
	<i>Suffix</i>		
IF ORGANIZATION			
<i>Organization Name</i>			
<i>Street or Mailing Address</i>		<i>City</i>	<i>State Country Zip Code</i>

NAME AND ADDRESS OF GOVERNING PERSON (Enter the name of either an individual or an organization, but not both.)			
IF INDIVIDUAL			
OR	<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>
	<i>Suffix</i>		
IF ORGANIZATION			
<i>Organization Name</i>			
<i>Street or Mailing Address</i>		<i>City</i>	<i>State Country Zip Code</i>

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

Christian Bedortha

Name

7660 Woodway Dr., Suite 471-A

Houston

TX 77063

Street or Mailing Address

City

State Zip Code

Effectiveness of Filing (Select either A, B, or C.)

A. This document becomes effective when the document is filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

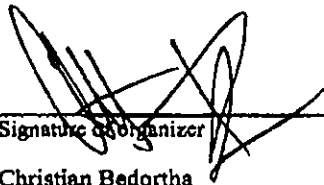
The following event or fact will cause the document to take effect in the manner described below:

[Empty rectangular box for describing the event or fact]

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 8/19/11



Signature of organizer

Christian Bedortha

Printed or typed name of organizer

RECEIVED

AUG 13 2013

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

ATTACHMENT 3

YEP Energy
Terms of Service for Natural Gas Purchase Agreement
Pennsylvania Commercial Customers
{DRAFT}

1. Scope. This Terms of Service (the "Terms of Service") outlines information pertaining to natural gas service provided by North Star Gas Company LLC, d/b/a YEP Energy ("YEP Energy"), and shall govern both the Initial Term and any Renewal Term(s) of the Agreement, if applicable. This Terms of Service incorporates the Cover Sheet and any exhibits or addenda hereto by reference. All terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Cover Sheet or Fixed Price Addendum, if applicable. YEP Energy reserves the right to amend this Terms of Service upon thirty (30) days written notice to Buyer.

2. Performance: Terms of Service. YEP Energy agrees to sell and deliver (or cause to be delivered), and Buyer agrees to receive and purchase, natural gas for all of Buyer's fuel requirements for the service address(es) enrolled with YEP Energy, in accordance with the terms of the Agreement. Buyer appoints YEP Energy to act as his, her, or its exclusive agent for the purpose of purchasing and scheduling natural gas service on Buyer's behalf, with respect to the service address set forth on the Cover Sheet and in accordance with the terms of this Agreement. Buyer authorizes YEP Energy to do any and all things proper and necessary to establish and administer natural gas service on his, her, or its behalf, and Buyer designates YEP Energy as an authorized recipient of certain information that YEP Energy needs to provide Buyer with natural gas supplier services, such as Buyer's address, phone number, and historical billing and usage history. Buyer authorizes the applicable local distribution company (the "LDC") to release to YEP Energy current and historical billing and usage information for the service address(es) set forth in this Agreement. Buyer agrees that the person who acted on behalf of Buyer in enrolling in for natural gas services with YEP Energy is or was fully authorized to do so (at the time of such enrollment) and that such person is at least 18 years of age.

3. Term. The Initial Term of this Agreement will begin with Buyer's first available meter reading date with YEP Energy and will continue for the period set forth on the Cover Sheet. Each account will begin natural gas service with YEP Energy on the normal meter reading date of the effective service month. If the parties have elected for a renewal period to apply, this Agreement will automatically renew or extend for successive one year periods (each a "Renewal Term," and together with the Initial Term, the "Term"), unless either party terminates this Agreement by providing the other party with written notice at least thirty (30) days prior to the end of any Term. Service will continue through the end of any Term unless Buyer closes its business or until the Agreement is terminated by either party. If, at the expiration of the Initial Term, the parties have not (i) elected for a renewal period to apply; (ii) have not terminated this Agreement; and (iii) have not otherwise renewed or extended Buyer's natural gas service with YEP Energy, then Buyer's service will continue with YEP Energy at a variable market rate based on the Gas Daily Index Price.

If YEP Energy proposes to change the Contract Price or any other material term(s) of this Agreement at the end of any Term, YEP Energy will provide Buyer notice of such proposed change no less than thirty (30) days before such proposed change is to become effective. In such an event, Buyer may cancel the Agreement upon written notice to YEP Energy, no later than ten (10) calendar days before the effective date of such change; provided however, this provision does not apply to changes that benefit Buyer or that are mandated by law or regulatory agency or to any other provision in this Agreement that does not require YEP Energy to provide notice.

4. Price. The amount to be paid by Buyer to YEP Energy pursuant to this Agreement shall be equal to the product of (i) the quantity of natural gas delivered by YEP Energy multiplied by; (ii) the Contract Price (such product is referred to herein as, the "Energy Charge"). Buyer agrees to also pay YEP Energy and/or the applicable LDC, as applicable, any rates, fees, or charges based on storage costs, any upstream transportation fees and charges, balancing charges, and excess historical usage charges and/or fees. Buyer is also responsible to its applicable LDC for transmission charges relating to the delivery of natural gas to Buyer's facility or service address(es). Buyer may also be responsible for (and invoiced volumes may be adjusted for) LDC line losses, where applicable.

5. Delivery and Imbalances: Gas Keep Whole Adjustment Charge.

a. The parties agree to use reasonable efforts to avoid imbalances resulting in penalties or cash-out obligations under the provisions of the transportation tariffs of any pipeline or LDC transporting gas sold hereunder. Except as otherwise provided herein, YEP Energy will be responsible for and shall indemnify Buyer against any charges or penalties assessed by a pipeline or LDC against either party as a result of YEP Energy's over or under deliveries of natural gas for Buyer's account to correspond with the Monthly Demand Quantities set forth in the Cover Sheet, except as such over or under deliveries are the result of an event of *force majeure*; provided however, Buyer agrees to promptly (in any event, at least three (3) federal business days prior to such Material Change, as defined herein) advise YEP Energy of any event or circumstance that is likely to cause Buyer's natural gas consumption during the current month, or any future month, to vary by more than the Monthly Swing Tolerance, as measured from Buyer's Monthly Demand Quantity, including without limitation, the opening or closing of any facility, any increase or decrease in operating hours, furnace outage, boiler shutdown and any addition or maintenance to equipment (collectively, and each individually, a "Material Change"). Buyer acknowledges that, in the event Buyer's usage varies from the amount delivered by YEP Energy for Buyer's account, the upstream pipeline(s) and/or LDC may assess Buyer or YEP Energy certain charges or penalties. Notwithstanding any other document or provision to the contrary, including any statement contained in this Section 5, if Buyer fails to notify YEP Energy within the required time period in advance of any Material Change, Buyer shall be responsible for any imbalance penalties or charges that may result therefrom.

b. In addition to any imbalance charges that may apply pursuant to Section 5(a), if the parties have elected for a Monthly Swing Tolerance to apply and if Buyer's consumption of natural gas during any given month varies, either positively or negatively, by more than the Monthly Swing Tolerance, then Buyer agrees to pay to YEP Energy the Gas Keep Whole Adjustment Charge. The "Gas Keep Whole Adjustment Charge" shall be calculated as follows: (a) if, during any given month, Buyer uses a Monthly Demand Quantity in excess of the Monthly Swing Tolerance (and if Buyer did not provide prior notice as provided in Section 5(a)), then, in addition to the Contract Price, Buyer shall pay the Gas Daily Index Price plus \$0.10 per MMBtu for all natural gas delivered in excess of the Monthly Swing Tolerance; (b) if, during any given month, Buyer uses a Monthly Demand Quantity that is less than the Monthly Swing Tolerance, as measured from the Monthly Demand Quantity (and

Attachment 3

if Buyer did not provide prior notice as provided in Section 5(a)), then, (i) if the Gas Daily Index Price is greater than the Contract Price, YEP Energy will credit Buyer's account an amount calculated by subtracting the Contract Price from the Gas Daily Index Price and multiplying this difference by the deficient quantity; and (ii) if the Gas Daily Index Price is less than the Contract Price, Buyer shall pay YEP Energy an amount calculated by subtracting the Gas Daily Index Price from the Contract Price and multiplying this difference by the deficient quantity. For purposes of this Agreement, the "Gas Daily Index Price" shall be the Index Price indicated on your Cover Sheet.

6. Taxes. YEP Energy shall pay or cause to be paid all taxes, fees, levies, penalties, licenses, or charges imposed by any government authority ("Taxes") on or with respect to natural gas prior to the service address(es), including the Gross Receipts Tax. Buyer shall pay or cause to be paid all Taxes imposed on or with respect to the natural gas at and after the service address(es). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. If Buyer is entitled to an exemption from any such Taxes or charges, Buyer shall furnish YEP Energy with any necessary documentation of such exemption. Even if tax exempt, Buyer may be responsible for gross receipts taxes and possibly other types of Taxes, depending on the scope of Buyer's exemption.

7. Credit. Activation of Buyer's service with YEP Energy is contingent upon credit approval by YEP Energy. Buyer represents that (i) Buyer is financially able to meet its obligations, (ii) is not aware of any situation that would alter Buyer's financial abilities, and (iii) Buyer has not previously filed or plans to file any bankruptcy proceedings. Buyer agrees that he, she, or it is able and willing to provide financial information and/or financial assurances deemed reasonable and necessary by YEP Energy. Buyer also understands that this Agreement may be terminated if this account has an existing past due balance from a previous natural gas supplier, becomes delinquent or past due, or if YEP Energy receives poor credit history from a credit reporting agency. If Buyer fails to make any payments due under this Agreement, Buyer (i) agrees to pay a collections processing fee of \$20.00 if Buyer's indebtedness is referred to YEP Energy's internal collections group; and (ii) agrees to pay reasonable fees and expenses (including attorneys' fees) incurred by YEP Energy in the collection of such indebtedness. Without limitation, if Buyer's indebtedness is placed with an attorney or collection agent for collection, or suit is brought on same, or the same is collected through probate, bankruptcy, or other judicial proceedings, then Buyer also agrees to reimburse YEP Energy for its collection expenses in an amount equal to between 25% and 40% of the total amount due and unpaid to YEP Energy, outside of the principle balance.

8. Reliable Service. The applicable LDC will continue to deliver Buyer's gas and Buyer's meter(s) maintain its facilities, and respond to Buyer's system concerns. Only Acts of God or events of *force majeure* on the LDC and the pipelines serving Buyer can interrupt Buyer's service. In case of odors, emergency, or suspected leaks, please contact your LDC.

9. Termination. Once this Agreement has become effective, the Agreement will continue until either party terminates this Agreement pursuant to the terms hereof. If Buyer terminates this Agreement prior to the end of any Term in violation of this Agreement (or for any termination resulting from Buyer's breach of this Agreement), Buyer shall be responsible for, and hereby agrees to pay YEP Energy, an Early Termination Fee. The Early Termination Fee shall be equal to the sum of the Settlement Amount plus any other costs reasonably incurred by YEP Energy associated with such termination. YEP Energy reserves the right to terminate this Agreement if there is any material change in Buyer's natural gas consumption pattern.

10. Billing and Payment Terms; Billing Disputes and Resolution. Buyer will be billed based on natural gas consumption, as such consumption is determined by the applicable LDC Energy Charges and other amounts due to YEP Energy will appear on the bill from the LDC, separate and apart from the LDC's transmission charges and other LDC fees and/or charges. Title to natural gas sold hereunder will transfer at allocation on the interstate pipeline outside of your LDC. Buyer will remit the amount due to YEP Energy in the manner specified in YEP Energy's invoice instruction no later than twenty (20) days after the invoice date. Bills for undisputed natural gas charges not paid by the applicable due date may be subject to a late fee not in excess of the late fee charged by the LDC. YEP Energy reserves the right to terminate this Agreement for non-payment of undisputed gas charges upon providing fifteen (15) days prior written notice. YEP Energy reserves the right to include (in any subsequent invoice) adjustments to previous billings, previous billing errors, miscalculation of taxes and other errors, except as may be limited by applicable law.

In the event Buyer has a question or concern about a monthly bill, Buyer may contact YEP Energy's Customer Service Department. All inquiries will be referred to a customer service representative who will attempt to work out a mutually satisfactory resolution with Buyer. If Buyer, in good faith, disputes the amounts due to YEP Energy, then Buyer will pay such amount as it concedes to be correct; provided however, if Buyer disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. YEP Energy's acceptance of any partial payment from Buyer will not relieve Buyer of its obligation to pay the full amount owed by Buyer, and all purported settlements must be expressly approved by YEP Energy in writing.

11. Events of Default and Remedies. "Event of Default" means (i) the failure of either party to make any payment required by the applicable due date and such failure is not remedied within five (5) days of receipt of written demand for cure; (ii) the failure of Buyer to provide satisfactory credit assurance within five (5) days of YEP Energy's demand; (iii) the failure of either party to perform any other obligation hereunder within ten (10) days of receipt of written demand for cure; or (iv) if Buyer files or has filed against it a petition for relief under the United States Bankruptcy Code. Subject to applicable law, upon the occurrence and during the continuance of an Event of Default, the non-defaulting party may (i) withhold any payments or suspend any deliveries due hereunder; (ii) upon written notice at least one day in advance, accelerate any amounts owing between the parties and terminate and liquidate any agreements between the parties; (iii) determine a Settlement Amount for each agreement by calculating the gains, losses, and costs (including reasonable attorneys' fees and the costs of obtaining, maintaining, and liquidating commercially reasonable hedges) incurred as a result of the liquidation; or (iv) calculate a Net Settlement Amount by aggregating into one amount all settlement amounts and all other amounts owing between the parties. Any Net Settlement Amount or Settlement Amount (as defined herein) due from the defaulting party will be paid within three (3) days of receipt of written notice from the non-defaulting party. Interest on any unpaid portion of the Net Settlement Amount or Settlement Amount due from the defaulting party will accrue daily at 5% or the highest interest rate allowed by applicable law. If an Event of Default has occurred or be continuing, and a settlement payment is due hereunder, the "Settlement Amount" shall equal (i) the difference between the Contract Price, and/or the Fixed Price, as applicable, and the then-current market price (as may be reasonably determined by YEP Energy) multiplied by the Monthly Demand Quantity for the remainder of the Term; plus (ii) any other costs reasonably incurred by YEP Energy associated with

Attachment 3

such Event of Default or termination of the Agreement. If an Event of Default has occurred or be continuing, and a net settlement payment is due hereunder, the "Net Settlement Amount," if applicable, shall equal the Settlement Amount minus any applicable offsets or other amounts owed between the parties. All remedies hereunder shall be in addition to, and not in lieu of, remedies provided for the parties elsewhere in this Agreement and under applicable law.

12. Customer Moves/Assignment of Contract. In the event of a sale of a property that is currently served by YEP Energy, this Agreement may be assigned to the new owner upon prior written approval by the LDC and YEP Energy, which consent may be withheld in YEP Energy's sole discretion. Buyer is liable for all costs already incurred related to the Agreement prior to any such approved assignment. The terms of Buyer's Agreement may also be applied to the original Buyer at their new property if the new property is in the LDC service territory and is approved in advance and in writing by both YEP Energy and the LDC. Buyer cannot assign this Agreement without YEP Energy's prior written consent, which may be withheld by YEP Energy in its sole discretion. YEP Energy reserves the right to transfer or assign this Agreement to another party.

13. Consent to Contact Via Text, Email, Automatic Phone Dialing, and the Use of Pre-Recorded Voice Systems. To further YEP Energy's efforts to keep its valued customers informed concerning account updates and other account information, Buyer agrees and consents to YEP Energy and/or its representatives contacting Buyer via text, email, automatic phone dialing systems, and/or using an artificial or prerecorded voice or message delivery systems concerning the status of Buyer's account with YEP Energy via any and all of the contact information provided during Buyer's enrollment or thereafter, including but not limited to, residential, work, facsimile, and/or cellular telephone number and/or home, business, or email addresses. This provision shall survive any termination of this Agreement for a period of no less than two years. Please contact YEP Energy with any questions.

14. Change of Law. If there is any change in law, or if any state or federal agency adopts or otherwise alters or amends any regulation, rule, tariff, protocol, or law, and such changes, adoption, and/or implementation result in a fee or other charge (or an increase in a fee, cost, or charge) that modifies the cost of delivering or providing natural gas or capacity to Buyer, then, to the fullest extent permitted by law, YEP Energy may adjust Buyer's price or any component of the price and/or fees charged under this Agreement, whether up or down, *only* to the extent necessary to reimburse and cover YEP Energy for such change in the costs of providing or delivering natural gas and/or capacity to Buyer, and Buyer agrees to pay the resulting adjusted price(s) and/or fee(s).

15. Risk of Loss; Indemnity; Disclaimer of Warranties. Buyer acknowledges that YEP Energy does not have care, control or custody of Buyer's property or premises, or of any facilities located on or near Buyer's property or premises. Buyer shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the natural gas at and after receipt at the service address(es). YEP Energy warrants that (i) it has good title to all natural gas delivered to Buyer pursuant to this Agreement; (i) it has the right to sell the natural gas to Buyer; and (iii) the natural gas will be free from all royalties, liens, encumbrances, and all applicable taxes that are imposed upon the production or removal of natural gas prior to the passage of title to Buyer. **THE NATURAL GAS SOLD UNDER THIS AGREEMENT WILL BE SUPPLIED FROM A VARIETY OF SOURCES. EXCEPT AS PROVIDED IN THIS SECTION, YEP ENERGY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH REGARD TO THE PROVISION OF NATURAL GAS AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES, OR OF FITNESS FOR ANY PARTICULAR PURPOSE.**

16. Damages. ~~LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES, AND SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF RECOVERY. ALL OTHER REMEDIES AT LAW OR IN EQUITY ARE WAIVED. WITHOUT LIMITATION TO THE FOREGOING, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR OTHER BUSINESS INTERRUPTIONS. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE FOR ANY REASON.~~

17. Force Majeure. Buyer agrees that YEP Energy is not responsible for damages or liability caused wholly or in part by *force majeure* events, which include, without limitation, (i) physical events, such as acts of God, landslides, lightning, earthquakes, fires, storms, or storm warnings, which result in the evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation or policy having the effect of law promulgated by a governmental authority having jurisdiction; and (v) interruptions of any upstream transportation scheduled as firm.

18. Waiver. No waiver of any provision, breach, or remedy under this Agreement shall be binding unless in writing and signed by the party bound to such waiver. No waiver of any provision, breach, or remedy under this Agreement shall be deemed to be or otherwise constitute a waiver of any other provision, breach, or remedy under this Agreement (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise prohibited by law.

19. Broker or Agent. If Buyer has utilized an agent or broker in connection with the contracting of its gas purchases from YEP Energy, Buyer authorizes YEP Energy to disclose to Buyer's agent or broker information pertaining to Buyer's gas purchases from YEP Energy, including without limitation, monthly gas usage, price, and Buyer payment history.

20. Forward Contract. The parties agree that this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code and that YEP Energy is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

21. Third Party Beneficiary. There are no third party beneficiaries to this Agreement.

22. Governing Law. The rights and duties of the parties arising out of this Agreement shall be governed by and construed, enforced, and performed in accordance with the laws of the Commonwealth of Pennsylvania, as such laws may be amended from time to time, without regard to choice of conflict of law rules or principles that would cause the application of the laws of any jurisdiction other than the State of Connecticut.

Attachment 3

23. Miscellaneous. This Agreement (together with the Gas Purchase Agreement and any exhibits or addenda hereto) sets forth all understandings between Buyer and YEP Energy, and any prior or contemporaneous representations, understandings, price quotes, and inducements are fully merged into and superseded by this Agreement. The terms of this Agreement shall survive any termination or expiration of this Agreement at least until all of such accounts are either switched from YEP Energy or disconnected. All terms of the Agreement that must, in order to give full force and effect to the parties' rights and obligations, survive the termination or expiration of this Agreement, shall so survive, including without limitation Buyer's payment obligations. If any provision of this Agreement is held to be invalid by a court or regulatory body, such provision shall be construed, as nearly as possible, to reflect the parties' intention with the other provisions remaining in full force and effect.

24. YEP Energy Contact Information. Please direct any questions concerning this Agreement or your service hereunder to YEP Energy, 6366 Hamilton Blvd., #145, Allentown, PA 18106 or via email to customer.care@yepenergy.com. You may also call YEP Energy's customer service representatives at 1-877-418-5872 between the hours of 9:30am to 6:30pm (EST), Monday through Friday (except holidays).

DRAFT

RECEIVED

AUG 13 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ATTACHMENT 4



UGI Utilities, Inc.
2525 North 12th Street
Suite 300
Post Office Box 12577
Reading, PA 19612-2677
(610) 796-3450 Telephone

August 8, 2013

Christian Bedortha
Assistant General Counsel
YEP ENERGY Energy
5773 Woodway Dr.
Suite 700
Houston, TX 77057

RE: Financial Security Requirements

Dear Mr. Bedortha,

UGI Utilities, Inc. ("UGIU") has received the initial amount of security as specified in the UGI Utilities, Inc – Gas Division ("UGI"), UGI Penn Natural Gas, Inc. ("PNG") and UGI Central Penn Gas, Inc. ("CPG") Supplier Coordination Tariffs from North Star Gas Company, LLC d/b/a YEP Energy ("YEP ENERGY"). As a result, UGIU has determined that YEP ENERGY has initially demonstrated adequate creditworthiness to satisfy any costs UGI, PNG and/or CPG may incur in the event they operate as suppliers of last resort due to a default on the part of YEP ENERGY.

This determination may change in the event there is a material deterioration in YEP ENERGY's financial condition, if YEP ENERGY's obligations to UGI, PNG and/or CPG exceed the amount of the financial security provided, if the financial security is withdrawn or is deemed to be null and void or inadequate due to the material financial deterioration of any guarantor, or if YEP ENERGY fails to abide by the terms and conditions of the UGI, PNG and/or CPG Gas Tariffs and Natural Gas Supplier Coordination Tariffs.

Please feel free to contact me with any additional questions that you may have. I can be reached at (610) 796-3520

Sincerely,

A handwritten signature in black ink that reads "David E. Lahoff". The signature is written in a cursive style with a large, prominent "D" and "L".

David E. Lahoff
Manager, Rates
UGI Utilities, Inc.

June 4, 2013

Karen Pfeffer
YEP Energy
7660 Woodway Dr. Suite 471A
Houston, Texas 77063

Dear Karen Pfeffer:

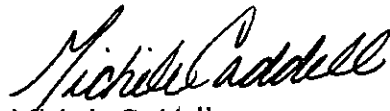
We are pleased that North Star Gas d/h/a YEP Energy ("YEP") has applied for a license to provide Natural Gas Supply Service on the distribution system of Columbia Gas of Pennsylvania, Inc. ("Columbia Gas").

Under Paragraph 2.4.5 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas, YEP could be required to provide to Columbia Gas a bond or other financial security instrument in an amount that Columbia Gas determines to be appropriate. We have determined at this time that YEP has met the financial security requirement to provide Natural Gas Supply Service to Columbia Gas customers.

If the creditworthiness requirement or Columbia Gas' exposure to YEP changes in the future, Columbia Gas might deem it appropriate to require YEP to provide a bond or other financial security instrument.

Please feel free to contact me at 614-460-6841 should you have any questions regarding a bond or other financial security instrument requirements of Columbia Gas.

Sincerely,



Michele Caddell
Manager, Supplier Services



An Exelon Company

March 11, 2013
PECO Energy Company
Attn: Energy Acquisition
2301 Market Street
Philadelphia, PA 19103

Christian C. Bedortha, Esq.
VP of Regulatory Compliance
YEP Energy
7660 Woodway, Suite 471A
Houston, TX 77063

Dear Mr. Bedortha:

PECO Energy Company ("PECO") has reviewed North Star Gas Company's ("North Star's") request to become registered for coordination services as a natural gas supplier ("NGS"). As part of this review, PECO performed a creditworthiness evaluation of North Star and ultimately rejected its registration for coordination services based on the financial information provided.

However, since North Star has agreed to post a \$35,000 cash deposit, PECO will consider this as appropriate security to financially safeguard PECO in situations where North Star fails to deliver natural gas supply services to its customers. As such, and once this security posts, PECO will approve North Star's registration for coordination services.

Please note that PECO has the right to re-assess the creditworthiness of North Star if PECO has any reason to suspect a change in its financial condition. Also note that this deposit amount could increase if: 1) there is a material deterioration in North Star's financial condition; 2) North Star's obligations to PECO exceed the amount of security provided; 3) the security is withdrawn or deemed to be null and void or otherwise inadequate due to the material deterioration of any guarantor; or 4) North Star fails to abide by the rules set forth in PECO's Supplier Coordination Tariff.

If you should have any questions regarding this matter, please contact the Electric & Gas Choice Hotline at 215-841-3700.

Sincerely,


Carol Reilly
Manager
Energy Acquisition

CONFIDENTIAL

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AUG 13 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPENDIX A

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

APPENDIX B

Appendix B

Sample Disclosure Statement North Star Gas Company, LLC {DRAFT}

This is an agreement for natural gas services, between you and North Star Gas Company, LLC d/b/a YEP Energy ("YEP Energy").

Background

We at YEP Energy are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC license number is A-110XXX.

- We set the prices and charges that you pay. The Public Utility Commission regulates distribution or delivery prices and services. The Federal Energy Regulatory Commission regulates interstate pipeline prices and services.
- Right of Recission - You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure.

Definitions

- Interstate Pipeline Charges - Charges for moving natural gas to the distribution lines of a distribution company.
- Nonbasic Charges - None.

Terms of Service

1. (a) Basic Service Prices

- If you selected a Fixed Price Plan, the Contract Price shall be equal to _____ per MMBtu, plus Other Charges.
- If you selected an Indexed Price Plan, the Contract Price shall be equal to: [_____] Index price per MMBtu, as reported in the first publication of the applicable month for the [_____] service area, as reported in the first publication of the applicable month, plus _____ per MMBtu, plus Other Charges.

(b) Nonbasic Service Prices – None.

2. **Length of Agreement** – 12 months from the effective date.

3. **Special Terms and Conditions** – None.

4. **Special Services** – N/A.

5. **Penalties, Fees and Exceptions** – None.

6. **Cancellation Provisions** – You may cancel at any time without penalty. You are still responsible for all charges incurred prior to your cancellation.

7. **Renewal Provision** – You may renew your agreement with YEP Energy at any time, however, if you do not contact YEP Energy within 45 days of the end of your term, your service will be automatically renewed for a period of time equal to your initial term.

8. Agreement Expiration/Change in Terms

If you have a fixed term agreement with us and it is approaching the expiration date or if we propose to change our terms of service, we will send you two written notices before either the expiration date or the effective date of the changes. We will explain your options in these three advance notices.

9. Dispute Procedures

Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

10. Contact Information

Supplier Name:	North Star Gas Company, LLC
Address:	6366 Hamilton Blvd. #145 Allentown, PA 18106
Phone Number:	877-418-5872
Internet Address:	www.yepenergypa.com
Distribution Company Name:	PECO
Provider of Last Resort Name:	PECO
Address:	2301 Market Street, S9-2 Philadelphia, PA 19103
Phone Number:	1-800-494-4000
Public Utility Commission (PUC) Address:	P.O. Box 3265 Harrisburg, PA 17105-3265_
Natural Gas Competition Hotline Number:	1-800-692-7380
Universal Service Program Name:	Universal Service
Phone Number:	1-800-340-5394

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APPENDIX C
EXAMPLE FORM OF NOTICE

AUG 13 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Application of North Star Gas Company, LLC d/b/a YEP Energy ("YEP 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 **Month Date, Year**, **North Star Gas Company, LLC** 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. **YEP 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 **YEP 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 **YEP Energy's** attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is A-125XXX.

By and through Counsel: Christian Bedortha

YEP Energy
7660 Woodway Dr., Suite 471A
Houston, TX 77063
Phone: 877-418-5872
Fax: 855-884-0560

APPENDIX D

AUG 13 2013

Standards of Conduct

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

- (1) The [natural gas distribution company] should apply its tariffs in a nondiscriminatory manner to its affiliate, its own marketing division and any nonaffiliate.
- (2) The [natural gas distribution company] 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 [natural gas distribution company] 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 [natural gas distribution company] should grant the waivers without preference to affiliates and divisions or non-affiliates.
- (5) The [natural gas distribution company] 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 [natural gas distribution company] should process requests for transportation promptly and in a nondiscriminatory fashion with respect to other requests received in the same or a similar period. The [natural gas distribution company] 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) The [natural gas distribution company] 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) The [natural gas distribution company] should justly and reasonably allocate to its marketing affiliate or division the costs or expenses for general administration or support services.
- (10) The [natural gas distribution company] 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 [natural gas distribution company] 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 [natural gas distribution company] should maintain a chronological log of these public disseminations. Any chronological log should be open for public inspection during normal business hours.
- (11) The [natural gas distribution company] should not condition or tie agreements to release interstate pipeline capacity to any service in which the [natural gas distribution company] or affiliate is involved.
- (12) The [natural gas distribution company] 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) The [natural gas distribution company] 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) The [natural gas distribution company] 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 the [natural gas distribution company's] 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) The natural gas distribution company 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. The natural gas distribution company shall provide comparable treatment without regard to a customer's chosen natural gas supplier.
- (22) No transaction between the natural gas distribution company and an affiliated natural gas supplier shall involve an anti-competitive cross-subsidy and all such transactions shall comply with applicable law.
- (23) Natural gas distribution company 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 the natural gas distribution company function and the Supplier function. The natural gas distribution company accounts and records shall be maintained such that the costs a Supplier incurs may be clearly identified.
- (24) (a) Neither the natural gas distribution company nor an affiliated or divisional Supplier may directly or by implication falsely and unfairly represent:

- that the Pa PUC jurisdictionally regulated services provided by the natural gas distribution company 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 the natural gas distribution company rather than an affiliated or divisional Supplier;
- that the natural gas purchased from a Supplier that is not an affiliate or division of the natural gas distribution company 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) The natural gas distribution company 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 the natural gas distribution company 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 the natural gas distribution company's web-site to any affiliated or divisional supplier.

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

(i) That the Supplier is not the same company as the natural gas distribution company; (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 the natural gas distribution company. When a Supplier advertises or communicates verbally through radio or television to the public using the natural gas distribution company 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) The natural gas distribution company 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; (b)

not give its affiliated or divisional Supplier any preference over non-affiliated or non-divisional Suppliers, or potential non-affiliated or non-divisional Suppliers, in matters relating to the assignment, release, or other transfer of the natural gas distribution company'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.

From: (713) 358-8509
Christian Bedortha/
North Star Gas Company, LLC
7660 Woodway Dr. Ste #471A

Houston, TX 77063

Origin ID: NQIA

FedEx
Express



J13201306280026

Ship Date: 13AUG13
ActWgt: 3.0 LB
CAD: 103665408/NET3430

Delivery Address Bar Code



SHIP TO: (717) 783-5242

BILL SENDER

Secretary of the Commission
Pennsylvania Public Utility Commiss
Keystone Building, 400 North Street
2nd Floor, Room N201
HARRISBURG, PA 17120

Ref #
Invoice #
PO #
Dept #

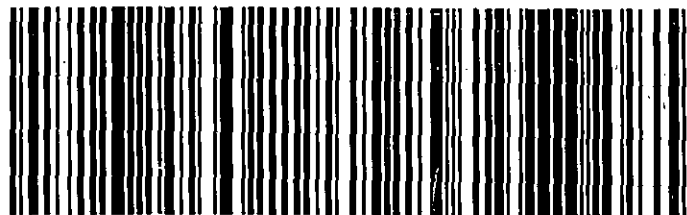
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STANDARD OVERNIGHT

TRK# 7964 5199 6042

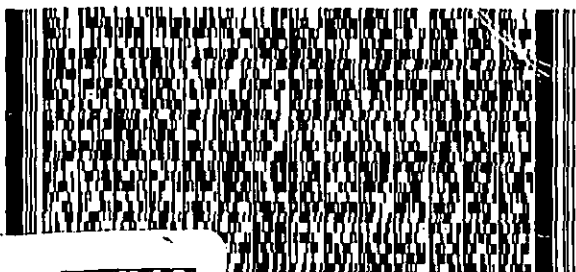
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