



16 Tyson Place, Bergenfield, NJ 07621
Tel: 888-850-1872 • Fax: 201-387-2882
www.AstralEnergyLLC.com

August 15, 2014

Pennsylvania State
Public Utility Commission Secretary
Keystone Building, 2nd Floor, Room N201
Harrisburg, PA 17120

Ref: Astral Energy LLC – Electric Supplier License Application

Dear Sir/Madam:

Astral Energy LLC would like to become an energy supplier to supply electricity in the Commonwealth of Pennsylvania. Enclosed please find the following:

1. Application Form (14 pages)
2. Supporting Attachments (29 pages)
3. Appendix A to H (24 pages)
4. Application Fee – check for \$350.00
5. CD with all files

If you have any questions, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason K. Fox", written over a horizontal line.

Jason K. Fox
President

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Astral Energy LLC, d/b/a Astral Energy LLC, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) Supplier of Electricity to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

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- a. **IDENTITY OF THE APPLICANT:** Provide name (including any fictitious name or d/b/a), primary address, web address, and telephone number of Applicant:

Astral Energy LLC
16 Tyson Place
Bergenfield, NJ 07621

Tel: 201-384-5552
Fax: 201-387-2882
Website: www.AstralEnergyLLC.com

- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.

Northwest Registered Agent, LLC
1150 First Ave, Ste 511
King of Prussia, PA 19406

- c. **REGULATORY CONTACT:** Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application should be addressed.

Jason K. Fox, President
Astral Energy LLC
16 Tyson Place
Bergenfield, NJ 07621

Tel: 201-384-5552
Fax: 201-387-2882
Email: JasonFox@AstralEnergyLLC.com

- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

Mr. Murray Bevan
Bevan, Mosca, Giuditta & Zarillo, PC)
222 Mount Airy Rd, Suite 200
Basking Ridge, NJ 07920

Tel: 908-753-8300
Fax: 908-753-8301
Email: MBevan@bmgzlaw.com

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS:** Provide the name, title, address, telephone number, FAX number, and e-mail 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 the Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed EGSs.

Jason K. Fox, President
Ashton Fox, Chief Operating Officer

Astral Energy LLC
16 Tyson Place
Bergenfield, NJ 07621

Tel: 888-850-1872
Fax: 201-387-2882
Email: info@AstralEnergyLLC.com

2. BUSINESS ENTITY FILINGS AND REGISTRATION

a. **FICTITIOUS NAME:** *(Select appropriate statement and provide supporting documentation as listed.)*

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

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

or

The Applicant will not be using a fictitious name.

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

(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)

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.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- * 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 (15 Pa. C.S. §1308)
- 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 (Describe):

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

See Attachment 2b-1: Commonwealth of Pennsylvania – Department of State – Corporation Bureau – Filing Record

- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.

See Attachment 2b-2: Astral Energy LLC – State of NJ, Div. of Revenue – Public Records Filing for New Business Entity 2/26/2009)

- Give name and address of officers. Jason K. Fox, President
Astral Energy LLC
16 Tyson Place
Bergenfield, NJ 07621

3. AFFILIATES AND PREDECESSORS

(both in state and out of state)

- a. **AFFILIATES:** Give name and address of any affiliate(s) currently doing business and state whether the affiliate(s) are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.

N/A

- b. **PREDECESSORS:** Identify the predecessor(s) of the Applicant and provide the name(s) under which the Applicant has operated within the preceding five (5) years, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

N/A

4. OPERATIONS

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

- The Applicant is presently doing business in Pennsylvania as a
- municipal electric corporation
 - electric cooperative
 - local gas distribution company
 - provider of electric generation, transmission or distribution services
 - Other; Identify the nature of service being rendered.

or

- The Applicant is not presently doing business in Pennsylvania.

b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a *(may check multiple):*

- Generator of electricity
- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
- Electric Cooperative and supplier of electric power
- Other (Describe):

Definitions

- Supplier – an entity that sells electricity to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC.
- Aggregator - an entity that purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of electric energy but does not take title to electric energy.

c. **PROPOSED SERVICES:** Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.

Astral Energy LLC would like to become an electricity supplier for the electric distribution companies in PA to supply electricity to their customers.

d. **PROPOSED SERVICE AREA:** Provide a list of each Electric Distribution Company for which the Applicant proposes to provide service.

Citizens Electric
Duquesne Light
Metropolitan Edison
PECO Energy
Penelec

Penn Power
Pike County Light & Power
PPL Electric
UGI Utilities
Wellsboro Electric
West Penn Power

e. **CUSTOMERS:** Applicant proposes to provide services to:

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Large Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):

f. **PROPOSED MARKETING METHOD** (check all that apply)

- Internal – Applicant will use its own internal resources/employees for marketing
- External EGS – Applicant will contract with a PUC **LICENSED EGS** broker/marketer
- Affiliate – Applicant will use a **NON-EGS** affiliate marketing company and or individuals.
- External Third-Party – Applicant will contract with a **NON-EGS** third party marketing company and or individuals
- Other (Describe):

g. **DOOR TO DOOR SALES:** Will the Applicant be implementing door to door sales activities?

- Yes
- No

If yes, will the Applicant be using a Third Party Verification procedure?

- Yes
- No

If yes, describe the Applicant's Third Party Verification procedures.

- h. **START DATE:** Provide the approximate date the Applicant proposes to begin services within the Commonwealth.

October 1, 2014

5. COMPLIANCE

- a. **CRIMINAL/CIVIL PROCEEDINGS:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

Identify all such proceedings (active or closed), by name, subject and citation; whether before an administrative body or in a judicial forum. If the Applicant has no proceedings to list, explicitly state such.

N/A

- b. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any such proceedings listed above.

N/A

- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. If the Applicant has no actions or complaints to list, explicitly state such.

No actions taken against Astral Energy LLC

- d. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any actions listed above.

N/A

6. PROOF OF SERVICE

(Example Certificate of Service is attached at Appendix C)

See Appendix C – Certificate of Service

- a.) **STATUTORY AGENCIES:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, provide proof of service of a signed and verified Application with attachments on the following:

Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

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

Office of the Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

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

- b.) **EDCs:** Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, provide Proof of Service of the Application and attachments upon each of the Electric Distribution Companies the Applicant proposed to provide service in. 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. Contact information for each EDC is as follows.

Allegheny Power:
Legal Department
West Penn Power d/b/a Allegheny Power
800 Cabin Hill Drive
Greensburg, PA 15601-1689

PECO:
Manager Energy Acquisition
PECO Energy Company
2301 Market Street
Philadelphia, PA 19101-8699

Duquesne Light:
Regulatory Affairs
Duquesne Light Company
411 Seventh Street, MD 16-4
Pittsburgh, PA 15219

PPL:
Legal Department
Attn: Paul Russell
PPL
Two North Ninth Street
Allentown, PA 18108-1179

Met-Ed, Penelec, and Penn Power:
Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

UGI:
UGI Utilities, Inc.
Attn: Rates Dept. – Choice Coordinator
2525 N. 12th Street, Suite 360
Post Office Box 12677
Reading, Pa 19612-2677

Citizens' Electric Company:
Citizens' Electric Company
Attn: EGS Coordination
1775 Industrial Boulevard
Lewisburg, PA 17837

Pike County Light & Power Company:
Director of Customer Energy Services
Orange and Rockland Company
390 West Route 59
Spring Valley, NY 10977-5300

Wellsboro Electric Company:
Wellsboro Electric Company
Attn: EGS Coordination
33 Austin Street
P. O. Box 138
Wellsboro, PA 16901

7. FINANCIAL FITNESS

- a. **BONDING:** In accordance with 66 Pa. C.S. Section 2809(c)(1)(i), the Applicant is required to file a bond or other instrument to ensure its financial responsibilities and obligations as an EGS. Therefore, the Applicant is...

- Furnishing the **original** (along with copies) of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.

See Appendix D – Bond (Original copy)

- Furnishing the **original** (along with copies) of another initial security for Commission approval, to ensure financial responsibility.

- Filing for a modification to the \$250,000 requirement and furnishing the **original** (along with copies) of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$10,000. Applicant is required to provide information supporting an amount less than \$250,000. Such supporting information must include indication that the Applicant will not take title to electricity and will not pay electricity bills on behalf of its customers. Further details for modification may be described as well.

- *At the conclusion of Applicant's first year of operation it is the intention of the Commission to tie security bonds to a percentage of Applicant's gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. The amount of the security bond will be reviewed and adjusted on an annual basis.*
- *Example version of a bond and letter of credit are attached at Appendix D & E, Applicant's security must follow language from these examples.*
- *Any deviation from these examples must be identified in the application and may not be acceptable to the Commission.*

- b. **FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must 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 Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
- Applicant's accounting statements, including balance sheet and income statements for the past two years.

See Attachment 7h – Astral Energy LLC: Financial Statements for 2013 & 2014 [CONFIDENTIAL]

- 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, evidence of Moody's, S&P, or Fitch ratings, and/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 exhibiting accounts over a minimum two year period.
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

- c. **ACCOUNTING RECORDS CUSTODIAN:** Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.

Tom Grbelja, Burke Grbelja & Symeonides, LLC Tel: 201-845-7001
201 W. Passaic Street, Suite 301 Fax: 201-845-5054
Rochelle Park, NJ 07662 Email: tgrbelja@bgs-cpa.com

- d. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix F to this application. All sections of the Tax Certification Statement must be completed. Absence (submitting N/A) of any of the TAX identifications numbers (items 7A through 7C) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

Items 7A and 7C on the Tax Certification Statement are designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.

See Appendix F: Tax Certification Statement

8. TECHNICAL FITNESS:

To ensure that the present quality and availability of service provided by electric utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided.

- a.) **EXPERIENCE, PLAN, STRUCTURE:** such information may include:

- Applicant's previous experience in the electricity industry.

Astral Energy LLC has been serving the NJ market for the last 2 years (Aug. 2012 to current), and the NY market from August 2013 to current.

- Summary and proof of licenses as a supplier of electric services in other states or jurisdictions.

See Attachment 8a-1: Astral Energy LLC: NJ Board of Public Utility Electric License

See Attachment 8a-2: Astral Energy LLC: NY Public Service Commission eligibility letter

- Type of customers and number of customers Applicant currently serves in other jurisdictions.

Astral Energy LLC services over 7,000 meters, comprised of commercial and residential accounts.

- Staffing structure and numbers as well as employee training commitments.

Astral Energy LLC has a staff of over 10 people. Our training methodology is comprised of (1) technical proficiency, (2) marketing, (3) customer relations, & (4) regulatory compliance.

- Business plans for operations within the Commonwealth.

Astral Energy LLC intends to enter the Penn State market working in conjunction with one or two utilities initially until we determine the economic viability of the marketplace.

- Documentation of membership in PJM, ECAR, MAAC, other regional reliability councils, or any other membership or certification that is deemed appropriate to justify competency to operate as an EGS within the Commonwealth.

See Attachment 8a-3: Astral Energy LLC: member of PJM approval documents

See Attachment 8a-4: Astral Energy LLC: member of NYISO approval email message

- Any other information appropriate to ensure the technical capabilities of the Applicant.

- b.) **OFFICERS:** Identify Applicant's chief officers including names and their professional resumes.

Jason K. Fox, President of Astral Energy LLC, performs energy audits for commercial and institutional clients.

Ashton D. Fox, COO of Astral Energy LLC, Field Coordinator of on-site energy audits.

Joseph Isaacs, VP of Astral Energy LLC, worked for Censtar Energy, 56 S. Harrison Street, New Rochelle, NY 10804 (914-665-1200). He was in charge of marketing natural gas to commercial accounts.

c.) **FERC FILING:** Applicant has:

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- Received approval from FERC to be a Power Marketer at Docket or Case Number ER14-519-000.
- Not applicable

9. DISCLOSURE STATEMENT:

Disclosure Statements: If proposing to serve Residential and/or Small Commercial (under 25 kW) customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix G to this Application.

- Electricity should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

Not applicable for an applicant applying for a license exclusively as a broker/marketer.

See Appendix G – Sample Disclosure Statement Format for Electric Suppliers & Astral Energy LLC's sample customer authorization form and Terms & Conditions

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

a. **PJM LOAD SERVING ENTITY REQUIREMENT:** As a prospective EGS, the applicant understands that those EGSs which provide retail electric supply service (i.e. takes title to electricity) must provide either:

- proof of registration as a PJM Load Serving Entity (LSE), or
- proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

See Attachment 8a-3: Astral Energy LLC: member of PJM approval documents

The Applicant understands that compliance with this requirement must be filed within 120 days of the Applicant receiving a license. As well, the Applicant understands that compliance with this requirement may be filed with this instant application.

(Select only one of the following)

- AGREED** - Applicant has included compliance with this requirement in the instant application, labeled in correspondence with this section (10).
- AGREED** - Applicant will provide compliance with this requirement within 120 days of receiving its license
- ACKNOWLEDGED** - Applicant is not proposing to provide retail electric supply service at this time, and therefore is not presently obligated to provide such information

b. **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. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 54.43.

- AGREED**

c. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:

- Retail Electricity Choice Activity Reports: The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.
- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis:
- Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

AGREED

d. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa. C.S. Section 2809(D). Transferee will be required to file the appropriate licensing application.

AGREED

e. **ASSESSMENT:** The Commission does not presently assess Electric Generation Suppliers for the purposes of recovery of regulatory expenses; see *PPL Energyplus, LLC v. Commonwealth*, 800 A.2d 360 (Pa. Cmwlth. 2002).

ACKNOWLEDGED

f. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur to the information upon which the Commission relied in approving the original filing. See 52 Pa. Code § 54.34.

AGREED

g. **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.

AGREED

h. **NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within twenty (20) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 54.34.

AGREED

i. **CEASING OF OPERATIONS:** Applicant is also required to officially notify the Commission if it plans to cease doing business in Pennsylvania, 90 days prior to ceasing operations.

AGREED

j. **Electronic Data Interchange:** The Applicant acknowledges the Electronic Data Interchange (EDI) requirements and the relevant contacts for each EDC, as listed at appendix J.

AGREED

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

PAYMENT ENCLOSED

11. AFFIDAVITS

a.) **APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.

See Appendix A – Application Affidavit

b.) **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service. An example copy of this Affidavit can be found at Appendix B.

See Appendix B – Operations Affidavit

12. NEWSPAPER PUBLICATIONS

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. Below is a list of newspapers which cover the publication requirements for Electric Generation Suppliers looking to do business in Pennsylvania.

The newspapers in which proof of publication is required is dependent on the service territories the applicant is proposing to serve. The chart below dictates which newspapers are necessary for each EDC. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

Please file with the Commission the Certification of Publication, along with a photostatic copy of the notice to complete the notice requirements.

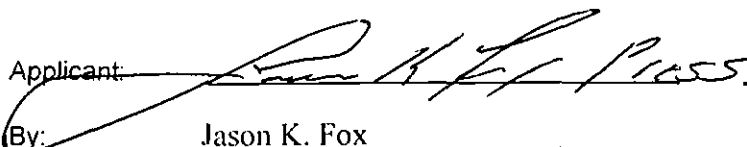
Proof of newspaper publications must be filed with the initial application. Applicants **do not** need a docket number in their publication. Docket numbers will be issued when all criteria on the item 14 checklist (see below) are satisfied.

	<u>Duquesne</u>	<u>Met Ed</u>	<u>PECO</u>	<u>Penelec</u>	<u>Penn Power</u>	<u>PPL</u>	<u>UGI</u>	<u>West Penn</u>	<u>Entire Commonwealth</u>
Philadelphia Daily News		X	X			X			X
Harrisburg Patriot-News		X		X		X		X	X
Scranton Times Tribune		X		X		X	X		X
Williamsport Sun Gazette				X		X		X	X
Johnstown Tribune Democrat				X				X	X
Erie Times-News				X	X				X
Pittsburgh Post-Gazette	X				X			X	X

(Example Publication is provided at Appendix H)

See Appendix H: Astral Energy LLC's newspaper publication and Notarized Proof of Publication from the above 7 newspapers

13. SIGNATURE

Applicant: 

By: Jason K. Fox

Title: President of Astral Energy LLC

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AUG 15 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

14. CHECKLIST

For the applicant's convenience, please use the following checklist to ensure all relevant sections are complete. The Commission Secretary's Bureau will not accept an application unless each of the following sections are complete.

Applicant: Astral Energy LLC

Applicant's Use	X	Signature (P. 13)	
	X	Filing Fee (Check for \$350 enclosed)	
	X	Application Affidavit (Appendix A)	
	X	Operations Affidavit (Appendix B)	
	X	Proof of Publication (Appendix H)	
	X	Bond or Letter of Credit (Appendix D)	
	X	Tax Certification Statement (Appendix F)	
	X	Commonwealth Department of State Verification (Attachment 2b-1)	
	X	Certificate of Service (Appendix C)	

PUC Secretary's Bureau Use

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AUG 15 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



16 Tyson Place, Bergenfield, NJ 07621
Tel: 888-850-1872 • Fax: 201-387-2882
www.AstralEnergyLLC.com

**Commonwealth of Pennsylvania Public Utility Commission
Electric Supplier License Application**

Attachment 2b-1: Commonwealth of Pennsylvania – Department of State – Corporation Bureau – Filing Record

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

ASTRAL ENERGY LLC

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

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE 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: 4278162

Astral Energy LLC
16 Tyson Place
Bergenfield, NJ 07621

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 ASTRAL ENERGY LLC			
Address 16 TYSON PLACE			
City	State	Zip Code	
BERGENFIELD, NJ	07621		

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

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:

ASTRAL ENERGY 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:

ASTRAL ENERGY LLC

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

Jurisdiction: New Jersey Date of Formation: 2/26/2009

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 Northwest Registered Agent, LLC.				County Montgomery

PA DEPT. OF STATE

JUN 23 2014

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:

16 Tyson Place, Bergenfield, NJ 07621

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:

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

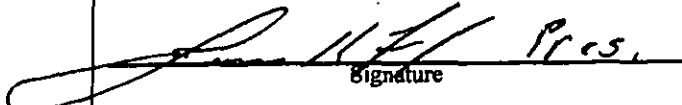
The registered partnership hereby undertakes to keep those records until its registration to do business in the Commonwealth is canceled or withdrawn.

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

17 day of June 2014

ASTRAL ENERGY LLC

Name of Partnership/Company

 Signature

Jason K. Fox, President

Title



16 Tyson Place, Bergenfield, NJ 07621
Tel: 888-850-1872 • Fax: 201-387-2882
www.AstralEnergyLLC.com

**Commonwealth of Pennsylvania Public Utility Commission
Electric Supplier License Application**

Attachment 2b-2: Astral Energy LLC – State of NJ, Div. of Revenue – Public Records Filing for New Business Entity (2/26/2009)

PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY
(Fee Required)

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. Business Name: Astral Energy LLC

2. Type of Business Entity: L L C
(See Instructions for Codes, Page 21, Item 2)

3. Business Purpose: any lawful purpose
(See Instructions, Page 22, Item 3)

4. Stock (Domestic Corporations only; LLCs and Non-Profit leave blank):

5. Duration (If Indefinite or Perpetual, leave blank):

6. State of Formation/Incorporation (Foreign Entities Only):

7. Date of Formation/Incorporation (Foreign Entities Only):

8. Contact Information:

Registered Agent Name: Joan Fox

Registered Office:
(Must be a New Jersey street address)

Street 16 Tyson Place

City Bergenfield, NJ

Zip 07621

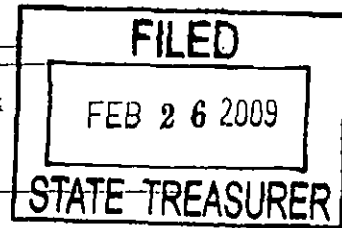
Main Business or Principal Business Address:

Street _____

City _____

State _____

Zip _____



9. Management (Domestic Corporations and Limited Partnerships Only)

- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

0600 340252

Name	Street Address	City	State	Zip
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. Incorporators (Domestic Corporations Only, minimum of 1)

Name	Street Address	City	State	Zip
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Signature(s) for the Public Record (See instructions for Information on Signature Requirements)

Signature	Name	Title	Date
	Sharon Vanness	Authorized Person	2/26/09
_____	_____	_____	_____



16 Tyson Place, Bergenfield, NJ 07621
Tel: 888-850-1872 • Fax: 201-387-2882
www.AstralEnergyLLC.com

**Commonwealth of Pennsylvania Public Utility Commission
Electric Supplier License Application**

Attachment 8a-1: Astral Energy LLC: NJ Board of Public Utility Electric License

State of New Jersey



Board of Public Utilities

44 S. Clinton Ave., Suite 350, Trenton, New Jersey 08625

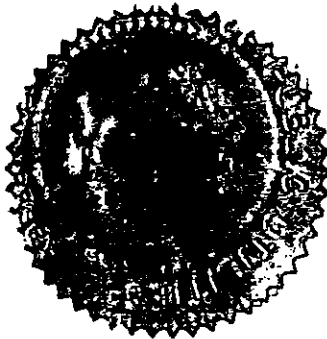
HEREBY LICENSES

Astral Energy LLC

16 Tyson Place
Bergenfield, New Jersey 07621

To conduct business in the State of New Jersey as an

Electric Power Supplier



A handwritten signature in black ink, appearing to read "Kristi Izzo".

Kristi Izzo
Secretary of the Board

License No.	ESL-0125
Effective Date:	November 22, 2013
Expiration Date:	November 21, 2014



16 Tyson Place, Bergenfield, NJ 07621
Tel: 888-850-1872 • Fax: 201-387-2882
www.AstralEnergyLLC.com

**Commonwealth of Pennsylvania Public Utility Commission
Electric Supplier License Application**

Attachment 8a-2: Astral Energy LLC: NY Public Service Commission eligibility letter

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE
THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350
www.dps.ny.gov

PUBLIC SERVICE COMMISSION

AUDREY ZIBELMAN
Chair
PATRICIA L. ACAMPORA
GARRY A. BROWN
GREGG C. SAYRE
DIANE X. BURMAN
Commissioners



PETER MCGOWAN
General Counsel
KATHLEEN H. BURGESS
Secretary

January 8, 2014

Jason Fox
Astral Energy LLC
16 Tyson Place
Bergenfield, NJ 07621

RE: Astral Energy LLC– January Compliance 2014

Dear Mr. Fox:

Thank you for your recent submittal pursuant to Section 2.D.1 of the New York State Department of Public Service's Uniform Business Practices (UBP). This letter is to inform you that the documentation submitted has been reviewed by Staff and determined to be in compliance with the UBP.

Be advised that to maintain your ESCO eligibility, you must notify Staff of any contact changes, substantive legal, financial or business related changes to your company as they occur. If your business plan changes and you decide to expand your service offerings, you *must immediately submit the appropriate documentation for Staff review and determination of how it affects your current eligibility.*

If you are using vendors to provide ESCO related services (e.g., EDI), the ESCO remains fully responsible for any activities the vendors perform. If you have not already done so, or if you have changed vendors since last reporting them to us, please provide Staff a list with contact information for all vendors that you are now using.

Please do not hesitate to contact me with any further questions or concerns at (518) 473-8175 or Robin.Taylor@dps.ny.gov.

Sincerely,

A handwritten signature in black ink that reads 'Robin Taylor'.

Robin Taylor
Retail Access Section
Office of Consumer Policy



16 Tyson Place, Bergenfield, NJ 07621
Tel: 888-850-1872 • Fax: 201-387-2882
www.AstralEnergyLLC.com

**Commonwealth of Pennsylvania Public Utility Commission
Electric Supplier License Application**

Attachment 8a-3: Astral Energy LLC: member of PJM approval documents

Jason Fox

From: yeagerl@pjm.com
Sent: Friday, January 13, 2012 12:36 PM
To: abacus@verizon.net
Cc: fenned@pjm.com; egana@pjm.com; yeagerl@pjm.com; jewwm@pjm.com
Subject: Membership Approval - Astral Energy LLC
Attachments: 2011new-member-kit.pdf

Welcome to PJM,

Astral Energy LLC has been approved for PJM membership in the Other Supplier Sector and will be announced at the next Members Committee ("MC") meeting to be held January 26, 2012. If you have not already done so, you can register to attend by visiting PJM's web site at www.pjm.com and selecting Committees & Groups. Astral Energy LLC will be eligible to vote at the following MC meeting on January 26, 2012. Original copies of your signed agreements will be mailed to the Members Committee representative for your records.

To ensure your needs are met, Client Manager Helen Burnley will be contacting you over the next 5 business days to welcome you to PJM and answer any questions. You can also contact our Customer Service Center at 866-400-8980 should you have any questions in the meantime.

We are now offering new members the opportunity to participate in a monthly open house session covering a PJM 101 general overview hosted by your client manager. These sessions are scheduled for the second Thursday of the month from 12:00 p.m. – 3:00 p.m., and lunch will be provided. Members may participate in open discussion of the presentation material, and will have a Mezzanine tour of the Control Room floor, as available. If you wish to schedule a visit session, please contact Chris Franks our Visit Coordinator. She can be reached at 610-666-4535 or frankc@pjm.com

Feel free to visit the following page on our site for a complete list of PJM trainings: <http://www.pjm.com/training.aspx>
Please see the attached document for your complete Welcome Kit and [pjm.com](http://www.pjm.com) guide.

Thank you,
Leslie

Leslie Yeager

PJM Interconnection Member Relations
955 Jefferson Avenue | Norristown, PA 19403 | www.pjm.com
610-666-4280

How am I doing?

Application for Membership
Between
PJM Interconnection, L.L.C.
and

Astral Energy LLC
(Company's Name)

This Application for Membership Agreement ("Agreement") is entered into between PJM Interconnection, L.L.C. ("PJM") and ("Applicant"). The purpose of this Agreement is to apply to become a member of the PJM and to participate under the PJM Amended and Restated Operating Agreement, Third Revised Rates Schedule FERC No. 24 ("Operating Agreement"). The Applicant has read and understands the terms and conditions of the Operating Agreement. The Applicant agrees to accept the concepts and obligations set forth in this Agreement and the Operating Agreement posted on the PJM website at: <http://www.pjm.com/documents/agreements/pjm-agreements.aspx>.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ("Tariff"). Such costs include but are not limited to: (i) payment obligations under Schedule 3 of the Operating Agreement; (ii) costs under Schedule 9 of the PJM Tariff; and (iii) potential default allocation payment obligations pursuant to Section 15.2 of the Operating Agreement (PJM may, under the Operating Agreement, declare members in default for not paying their invoices. If that occurs, PJM may pursue collection of the overdue invoices that exceed the collateral PJM holds from the defaulting member as well as take steps to terminate the defaulting members' membership. According to the Operating Agreement, all members are required to pay a portion of the payment default that exceeds the defaulting member's collateral held by PJM.)

The Applicant will pay the annual fee of \$5,000 for the remainder of the year of application upon notification of PJM application approval per Schedule 3.

The Applicant recognizes that it shall become a member of PJM effective as of the date that the Applicant receives the supplement to the Operating Agreement in the form prescribed in Schedule 4 of the Operating Agreement signed by the Applicant and countersigned by the President of PJM pursuant to section 11.6 of the Operating Agreement.

This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Applicant:

Signature: 

Name: Jason K. Fox

Title: President

Date: Dec 7, 2011

PJM Interconnection, L.L.C.

Signature: 

Name: Terry Boston

Title: President & CEO

Date: 1/18/2012

SCHEDULE 4

STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC

Any entity which wishes to become a Member of the LLC shall, pursuant to Section 11.6 of this Agreement, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

Additional Member Agreement

1. This Additional Member Agreement (the "Supplemental Agreement"), dated as of Jan 13, 2012, is entered into among Astral Energy LLC and the President of the LLC acting on behalf of its Members.
2. Astral Energy LLC has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Region is required to integrate Astral Energy LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Astral Energy LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. Astral Energy LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. Astral Energy LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Jason K. Fox, 16 Tyson Place, Bergenfield, NJ 07621

5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members.
6. The Operating Agreement is hereby amended to include Astral Energy LLC as a Member of the LLC thereto, effective as of January 13, 2012, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Astral Energy LLC and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: Terry Boston
Name: Terry Boston
Title: President & CEO

By: Jason K. Fox
Name: Jason K. Fox
Title: President

Issued By: Craig Glazer
Vice President, Government Policy
Issued On: April 30, 2004

Effective: May 1, 2004



16 Tyson Place, Bergenfield, NJ 07621
Tel: 888-850-1872 • Fax: 201-387-2882
www.AstralEnergyLLC.com

**Commonwealth of Pennsylvania Public Utility Commission
Electric Supplier License Application**

Attachment 8a-4: Astral Energy LLC: member of NYISO approval email message

Subject: NYISO Customer Approval - Astral Energy LLC

From: "Davies, Jennifer" <JDavies@nyiso.com>

Date: Thu, Mar 21, 2013 6:59 pm

To: "Ashton Fox (ashtonfox@astralenergyllc.com)" <ashtonfox@astralenergyllc.com>, "Jason K. Fox (jasonfox@astralenergyllc.com)" <jasonfox@astralenergyllc.com>

Cc: Customer Registration Mailbox <Customer_Registration@nyiso.com>, "slin@astralenergyllc.com" <slin@astralenergyllc.com>

Dear Mr. Fox and Mr. Fox,

This message will serve as initial notification that your application to become a Customer of the New York Independent System Operator has been approved. You are now able to fully participate in the New York electric energy markets in accordance with the Tariffs under which you have elected to take service.

We look forward to providing the services needed to ensure reliable operation of the New York bulk transmission system and to facilitate an open, fair, and effective competitive electricity wholesale marketplace.

If we can be of assistance to you in your participation in this marketplace, please contact us at (518) 356-6060 or via e-mail at market_services@nyiso.com. Also, we invite you to become familiar with our web site www.nyiso.com. It contains important information about the NYISO with links to the OASIS/MIS, billing data, NYISO Manuals, contact information, a calendar of events, training schedules, and other market information. Please take a moment to review the information regarding your organization in the NYISO MIS. If you have any questions or concerns about this information, or wish to make any changes, please contact Customer Relations for assistance.

If you are required to provide verification of NYISO approval to another party you may forward this message to that party. If written notification is required please contact us to make this special arrangement.

Best Regards,
Jennifer

The information in this email is confidential and may be legally privileged against disclosure other than to the intended recipient. It is intended solely for the addressee. Access to this email by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful. Please immediately delete this message and inform the sender of this error.

Appendix A

APPLICATION AFFIDAVIT

State of New Jersey :

ss.

County of Bergen :

Jason K. Fox, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He is the President of Astral Energy LLC;

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


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

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


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

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


Signature of Affiant
Jason K. Fox, President of Astral Energy LLC

Sworn and subscribed before me this 4 day of Aug, 2014.


Signature of official administering oath

My commission expires NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 1, 2014

RECEIVED

AUG 15 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix B

OPERATIONS AFFIDAVIT

RECEIVED

AUG 15 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

State of New Jersey :

ss.

County of Bergen :

Jason K. Fox, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He is the President of Astral Energy LLC;

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

That Astral Energy 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 Astral Energy LLC, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render electric service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That Astral Energy LLC, the Applicant herein, certifies to the Commission that it is subject to , will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 28 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional Gross Receipts and power sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

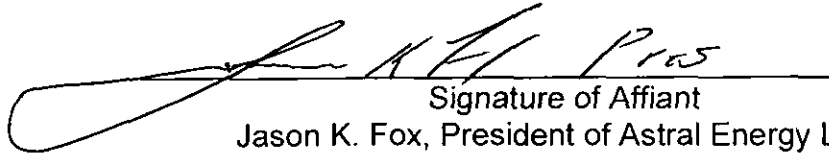
As provided by 66 Pa. C.S. §2810 (C)(6)(iv), Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

Appendix B (Continued)

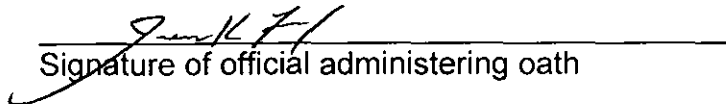
That Astral Energy LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, §2807 (C), §2807(D)(2), §2809(B) and the standards and billing practices of 52 PA. Code Chapter 56.

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

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


Signature of Affiant
Jason K. Fox, President of Astral Energy LLC

Sworn and subscribed before me this 4 day of Aug, 2014.


Signature of official administering oath

JOAN FOX
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 1, 2014.

My commission expires _____

NOTARY PUBLIC OF NEW JERSEY

Appendix E
Example Letter of Credit

Not Applicable for Astral Energy LLC

ISSUING BANK: XYZ Bank address	IRREVOCABLE STANDBY LETTER OF CREDIT	NUMBER
PLACE AND DATE OF ISSUE: Location Date	PLACE AND DATE OF EXPIRY: Expiration Date AT OUR COUNTERS	
APPLICANT:	BENEFICIARY: PENNSYLVANIA PUBLIC UTILITY COMMISSION P.O. BOX 3265. HARRISBURG, PA 17105-3265	
	AMOUNT: USD \$ _____ UP TO AN AGGREGATE THEREOF	
PARTIAL DRAWINGS PERMITTED	CREDIT AVAILABLE WITH: XYZ Bank Division Address BY: PAYMENT AGAINST PRESENTATION OF DOCUMENTS DETAILED HEREIN AND DRAFTS AT SIGHT DRAWN ON: XYZ Bank Location	

LADIES/GENTLEMEN,

WE HEREBY ISSUE OUR IRREVOCABLE LETTER OF CREDIT NO. _____ IN YOUR FAVOR FOR THE ACCOUNT _____ FOR AN AGGREGATE AMOUNT UP TO USD _____ (_____ US DOLLARS). THIS LETTER OF CREDIT WILL EXPIRE ON _____.

THIS LETTER OF CREDIT IS WRITTEN IN ACCORDANCE WITH SECTION 2809 (C)(1)(I) OF THE PUBLIC UTILITY CODE, 66 PA. C.S. SECTION 2809 (C)(1)(I), AND WE ARE ADVISED THAT IT WILL ASSURE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE PUBLIC UTILITY CODE, 66 PA. C.S. SECTION 101, ET SEQ, AND THE RULES AND REGULATIONS OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION BY _____ AS A LICENSED ELECTRIC GENERATION SUPPLIER; TO ENSURE THE PAYMENT OF GROSS RECEIPTS TAX AS REQUIRED BY SECTION 2810 OF THE PUBLIC UTILITY CODE, 66 PA. C.S. SECTION 2810 AND TO ENSURE THE SUPPLY OF ELECTRICITY AT RETAIL IN ACCORDANCE WITH CONTRACTS, AGREEMENTS OR ARRANGEMENTS.

WE ARE ADVISED THAT; 1. PAYMENTS MADE PURSUANT TO THIS LETTER OF CREDIT SHALL ENSURE FIRST TO THE BENEFIT OF THE COMMONWEALTH, AND SECOND, TO ANY AND ALL RETAIL ELECTRIC GENERATION CUSTOMERS TO WHOM _____ MAY BE HELD LEGALLY LIABLE FOR FAILURE TO SUPPLY ELECTRIC GENERATION PURSUANT TO CONTRACT, AGREEMENTS OR ARRANGEMENTS. 2. ANY CLAIMS MADE BY THE COMMONWEALTH SHALL HAVE PRIORITY OVER CLAIMS MADE BY PRIVATE INDIVIDUALS. 3. PROCEEDS OF THE LETTER OF CREDIT MAY NOT BE USED TO PAY PENALTIES OR FINES LEVIED AGAINST _____ FOR VIOLATIONS OF THE LAW, OR FOR PAYMENT OF ANY OTHER OBLIGATIONS OWED TO THE COMMONWEALTH.

**Sample Disclosure Statement Format
for Electric Generation Suppliers**

This is an agreement for electric generation service, between Astral Energy LLC and [customer's name and full address].

Background

We at Astral Energy LLC are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-XXXX-XXXXXXX.

- We set the supply prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- Include one of the two following options: (1)
 - 1) You will receive a single bill from billing agent name that will contain distribution utility name charges and Astral Energy LLC charges.
 - 2) You will receive a separate bill from Astral Energy LLC for supply charges and a separate bill from distribution utility name for its charges. – **N/A**
- Right of Rescission - You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure.

Definitions

- Generation Charge - Charge for production of electricity.
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.
- Nonbasic Charges - *Define each nonbasic service being offered.*

Terms of Service

1. (a) Basic Service Prices - *Itemize Basic Services you are billing for and their prices.*

You will pay EGS rate per kWh for electric supply service.

Suppliers are to include any variable pricing conditions and limits, if charging a variable rate. Please see attached Astral Energy LLC's one-page Customer Authorization form and "Terms & Conditions" (also on www.AstralEnergyLLC.com)

(Note to EGS applicants: this statement should include transmission charges if applicable. Contact the electric distribution utility to determine if transmission charges are included in their price-to-compare.)

(b) Nonbasic Service Prices - *Itemize Nonbasic Services you are offering and their prices.*

2. Length of Agreement

You will buy your electricity supply service for the above street address from Astral Energy LLC beginning date through date of expiration, if any.

3. Special Terms and Conditions - *List and explain all that apply.*

- Sign-up bonuses – N/A
- Add-ons – N/A
- Limited time offers – N/A
- Other Sales Promotions – N/A
- Exclusions – N/A

4. **Special Services** - Provide explanation of price, terms and conditions, including advanced metering deployment, if applicable.

N/A – None at this time

5. **Penalties, Fees and Exceptions** - List any that apply including a late payment charge. The print size for this section must be larger than the print in the rest of the agreement.

6. **Cancellation Provisions** - This category may consist of both customer initiated cancellation provisions and supplier initiated cancellation provisions.

7. **Renewal Provision/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 advance written notices either in our bills or in separate mailings between 45 and 90 days before either the expiration date or the effective date of the changes. We will explain your options in these two advance notices.

8. **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.

9. **Contact Information**

Astral Energy LLC
16 Tyson Place
Bergenfield, NJ 07621
Tel: 888-850-1872
www.AstralEnergyLLC.com

Electric Distribution Company Name:

Provider of Last Resort Name:

Address:

Phone Number:

Public Utility Commission (PUC)

Address:

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

Choice Hotline Number:

1-800-692-7380

Universal Service Program Name:

Phone Number:



16 Tyson Place, Bergenfield, NJ 07621
Tel: 888-850-1872 • Fax: 201-387-2882
www.AstralEnergyLLC.com

Customer Energy Authorization Agreement – Pennsylvania

Select Customer Type: [] Commercial [] Residential

Utility / Local Distribution (LDC): _____ (Select one utility from the list below)

How to find Utility Number? Citizens Electric: Account No. on electric bill
Duquesne Light: Account No. on electric bill
Metropolitan Ed: Account No. on electric bill
PECO: Account No. on electric bill
Penelec: Account No. on electric bill
Penn Power: Account No. on electric bill
Pike County Light & Power: Account No. on electric bill
PPL: Account No. on electric bill
UGI: Account No. on electric bill
Wellsboro Electric: Account No. on electric bill
West Penn Power: Account No. on electric bill

Customer's Utility Number: [] Electric: _____

[] Gas: _____

Customer's Name on Utility Bill: _____

Customer's Billing Address: _____ (Line 1)

_____ (Line 2)

_____ (City/St/Zip)

Contact Name: _____ Phone: _____ Email: _____

Terms of Contract: _____ (mm/dd/yyyy) TO _____ (mm/dd/yyyy)

Billing Plan (✓ one): A [] Variable Rate; B [] Fixed Price (see below)*; C [] Custom

* If "B Fixed Price" is selected, fill in information below:

[] Gas: NYMEX monthly closing price plus a fixed upcharge \$ _____

[] Electricity: \$ _____ per KWh

Service Address: [] (✓ check here if same as Customer's Billing Address)

(If different from Billing Address) _____ (Line 1)

_____ (Line 2)

_____ (City/St/Zip)

Customer agrees to purchase from Astral Energy LLC all of their energy requirements for the above listed account(s). Astral Energy LLC will deliver a quantity of natural gas/electricity that is necessary to meet the Customer's requirements based on the information that Astral Energy LLC receives from Customer's local utility.

Customer agrees to designate Astral Energy's LLC to act as Customer's agent in supplying natural gas/electricity and administering contracts with the local utility. Astral Energy LLC will arrange for the transportation of Customer's gas/electricity from the point of purchase to the local utility city gate/distribution point. The local utility will then bill the Customer for the distribution of the gas/electricity to the point of use.

By signing below, Customer agrees to Astral Energy LLC's General Terms and Conditions as listed on their website: www.AstralEnergyLLC.com.

Customer:

Astral Energy LLC – Representative

Signature _____ Date _____

Signature _____ Date _____

Print Name / Title _____

Print Name / Title / Rep No. _____



Terms and Conditions

Astral Energy™ LLC ("Astral") is a state licensed supplier of natural gas and electricity.

Astral will set the prices for natural gas & electricity supply service that you pay. Astral agrees to sell natural gas and electricity supply service to the customer for the price and upon the terms & conditions set forth in this Sales Agreement ("Agreement"). The customer agrees to receive and pay for natural gas & electricity supply services from Astral in accordance with this Agreement. The customer understands that the variable and fixed prices charged by Astral for natural gas & electricity supply services under this Agreement is the daily commodity price for natural gas & electricity, and does not include any applicable taxes, utility charges, or other utility fees or charges. The stated variable and fixed prices are non-inclusive of pipeline transportation, transmission and generation fees, along with associated tariffs, capacity, line loss, congestion, and balancing fees from the local Independent System Operator (ISO), or Regional Trading Organization (RTO), and the Local Distribution Company (LDC). The prices for natural gas & electricity supply services are not regulated by the State Regulatory Agency. The State Regulatory Agency regulates the distribution services and charges provided by the customer's existing local utility company, hereafter collectively referred to as the Local Distribution Company ("LDC").

This Agreement authorizes Astral to change the customer's current natural gas & electricity supplier in the territory of their LDC. Astral will supply the natural gas & electricity to the LDC, based on how much the customer consumes, and the LDC will then distribute (deliver) the natural gas & electricity to the customer's service location. The customer acknowledges that switching to Astral (or another competitive natural gas & electricity supplier) is not mandatory, and that the customer has the option of remaining with their LDC for basic supply service. The customer is responsible for any early termination penalties from a previous and/or existing energy contract with another supplier.

Terms of Service

- 1. Term.** This Agreement shall take effect as of the date the customer's enrollment is accepted by Astral, provided however, that this Agreement shall not take effect before the expiration of the customer's 14-day right of rescission period, as described in Section 3 below (the "Effective Date"). This Agreement will continue in effect on a month-to-month basis until this Agreement is cancelled by either party. Astral will begin furnishing the customer's natural gas & electricity supply service on a date set by the LDC, which may take up to three (3) billing cycles after the customer initiates the switch to Astral. Regardless of the actual Effective Date of this Agreement, the customer will only be charged for natural gas & electricity supply service under this Agreement once Astral has begun furnishing the supply of natural gas & electricity to the customer on the date set by the LDC.
- 2. Price.** The price for natural gas & electricity supply services will vary on a month-to-month basis. The price for the first month of natural gas & electricity generation and transmission service will be the price agreed upon in the Customer Authorization. After the first month of service, the customer agrees and understands that charges may fluctuate based upon the month-to-month wholesale market conditions and prices applicable to the sale of natural gas & electricity in the LDC service territory. There is no charge for starting or stopping natural gas & electricity supply service, provided it is done within the terms of this Agreement.
- 3. Right of Rescission.** Upon executing this Agreement, the customer will receive a Confirmation Notice that confirms their selection of Astral to serve as their retail natural gas & electricity supplier. Within fourteen (14) calendar days from the date of the Confirmation Notice, the customer will have the right to rescind this Agreement, without fees or penalties of any kind. The customer may exercise their right to rescind this Agreement within fourteen (14) calendar days from the date of the Confirmation. Notice by contacting either Astral at 888.850.1872 or at Info@AstralEnergyLLC.com, or the LDC. Please provide your name, address, phone number, account number, and a statement that you are rescinding this Agreement under the terms of the 14-day right of rescission.
- 4. Termination by Customer.** The customer may cancel this Agreement at any time with 48 hours' notice without penalty by notifying the LDC or Astral in writing. Cancellation becomes effective upon the processing of the customer's cancellation request by the LDC. The customer shall be obligated to pay for the natural gas & electricity and related services provided pursuant to this Agreement prior to the date that such cancellation becomes effective, including applicable late fees, as per Section 7 below.

5. **Termination by Astral.** Astral reserves the right to terminate service under this Agreement (a) for non-payment; (b) if the customer's LDC removes the customer's account from the LDC's consolidated billing program; (c) if the customer's LDC is unable to read the customer's meter for three (3) months in a row; or (d) upon any other material default of any of the customer's obligations under this Agreement, provided such default is not cured within forty-five (45) days after the customer received written notice from Astral. In the event that service is terminated pursuant to this paragraph, the customer shall pay, upon being billed. Astral will notify both the customer and the customer's LDC of such action at least fifteen (15) days prior to the effective date of termination and, unless the customer chooses another supplier, and customer's energy will be provided by the customer's LDC under its standard tariff. Astral may terminate this Agreement without penalty, at any time, in whole or with respect to any particular account(s) covered by this Agreement, by providing the customer with 30 days' advance written notice of such termination ("Termination Notice"); provided, however, that Astral may not terminate this Agreement for customers due to nonpayment in cases where: (a) charges are in dispute, and the undisputed charges are paid; and (b) Astral and the customer agree to resolve the disputed charges within 30 days of the time that the customer has notified Astral that charges are in dispute. If Astral terminates this Agreement due to nonpayment of undisputed charges or other breach of this Agreement, the Termination Notice shall clearly state this reason and customer shall have fifteen (15) days from receipt of the Termination Notice to remedy the breach, such as, for example, paying all outstanding charges due Astral for natural gas & electricity and related services provided pursuant to this Agreement prior to the date that such cancellation becomes effective.
6. **Amendment of Agreement by Astral.** From time to time, Astral may make changes or amendments to the terms and conditions in this Agreement. If Astral makes any changes that are material to this Agreement, Astral will send a written notice at least 30 days prior to making such changes. The changes will automatically take effect unless the customer notifies Astral within 25 days after the date of Astral's written notice that customer wants to terminate this Agreement instead of accepting the changes.
7. **Billing, Payment & Late Fees.** The customer will receive a single consolidated bill from the LDC that includes the LDC's charges and Astral's charges. The LDC will set the customer's payment due date and payment address. Bills not paid in full by the due date may incur a late payment fee on unpaid balances in accordance with the LDC's billing policies and procedures. The customer may check with the LDC about budget billing options offered by the LDC under consolidated billing. Upon the customer's nonpayment of a bill rendered by the LDC, the LDC may switch the customer from consolidated billing to dual billing, where the customer will receive one bill from the LDC for distribution and related charges and one bill from Astral for natural gas & electricity supply service and related charges. Bills rendered by Astral under dual billing that are not paid in full by the due date may incur a late payment fee in the amount of 1.5% per month on all unpaid balances in accordance with Astral billing policies and procedures. Under dual billing, Astral will not offer budget billing options.
8. **Dispute Procedures.** The customer may contact Astral at 888.850.1872, or via email at Info@AstralEnergyLLC.com, or by written mail at 16 Tyson Place, Bergenfield, NJ 07621 with any questions regarding Astral's terms of service. If the customer is not fully satisfied after discussing their terms with Astral, or if the dispute cannot be resolved within 45 days, a complaint or request for an Alternate Dispute Resolution procedure may be submitted by either party by contacting the State Regulatory Agency.
9. **Limitations on Warranty & Damages.** The customer understands and agrees that there are no warranties, either express or implied, associated with the supply of natural gas & electricity service provided by Astral. Astral will bear no liability to the customer or any third party for consequential, punitive, incidental, special or other indirect damages, including but not limited to acts of God.
10. **Emergency.** In the event of an emergency, the customer should contact their LDC.
11. **Force Majeure.** Astral will not be responsible for supplying natural gas & electricity to the customer in the event of any cause or circumstances beyond its control such as events of Force Majeure. The term "Force Majeure" shall include, without limitation, strike, stoppage in labor, inability to obtain necessary materials, natural disasters, earthquakes, fire, floods, ice, lightning, storms, snow, rain, hurricanes, wind, invasion, war, terrorism, changes in federal, state or local law or regulation or ordinance or interpretation thereof or resulting change in any permit, license or approval requirement if such changes affect performance under this Agreement, acts of God or public enemies, failure or malfunction of system facilities and unscheduled outage of generating units or transmission or pipeline facilities.
12. **Information Release Authorization.** By entering into this Agreement, the customer authorizes Astral and their agents to obtain and review information regarding the customer's credit history from credit-reporting agencies and to obtain the customer's information from the LDC concerning the customer's account that includes, but is not limited to: billing history, payment history, account number, historical and future natural gas & electricity usage, meter readings and characteristics of the customer's natural gas & electricity service. The customer may rescind this

authorization at any time by contacting Astral. Astral will not release the customer's confidential information without their consent.

13. **Assignment.** The customer may not assign this Agreement, in whole or in part, or any of their rights or obligations without Astral's prior written consent. Astral reserves the right to assign this Agreement to another energy supplier or other entity as authorized by the State Regulatory Agency. Any required notice will be considered to have been made if mailed to the customer at the address in Astral's records for their account.

- **Billing Plans:**

Plan A – The Economy Plan "Variable Rate"

Astral will try to obtain for its customers the maximum amount of potential savings on an annual basis. Rates will vary from month to month dependent upon energy costs associated with market conditions.

Plan B – Fixed Price

Astral will provide our customers with a fixed price. This option allows for fixed monthly budgeting of the customer's energy costs. By electing this pricing schedule the customer reduces fluctuations in the market place. The fixed price requires a minimum of a one year contract and is subject to cancellation penalties. **Penalty to be equal to two times the historical usage for the remainder of the contract.** The fixed price is based upon the customer's previous 12 month historical usage as provided by the Local Distribution Company. will be charged the daily market price for the overage. For fixed price service, if usage in any month exceeds the level of usage in the same month in the previous year by ten percent or more ("Base Load"), the customer, at Astral Energy's option, may be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by ten percent or more of the Base Load, the customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs or balancing costs. If customer terminates this Agreement prior to the end of the initial or renewal term, or if Astral terminates this Agreement due to customer's breach, and the Agreement is for fixed prices service, the customer shall pay a \$500.00 early termination fee plus any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation of the fixed price at the date of termination; and (ii) the estimated volumes for the remainder of the initial or renewal term, as applicable using the actual volumes received by customer for the prior 12 month period as the volumes used in determining damages. If on a variable rate the customer shall pay a \$500.00 termination fee plus the remaining annual volume multiplied by the daily average price for overage.

Plan C – Custom Plan

Astral will evaluate the customer's prior energy usage and devise a custom plan which meets their unique needs. These customer driven programs can range from prepay, fix bill, and variable pricing. Contact Astral so that one of our energy specialists can work with you.

(May 9, 2014)

**Appendix H
EXAMPLE FORM OF NOTICE PUBLICATION**

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

*Application of **Astral Energy LLC** (d/b/a "**Astral Energy LLC**") For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.*

Astral Energy LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. **Astral Energy LLC** proposes to sell electricity and related services throughout all of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Astral Energy LLC** 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 **Astral Energy LLC's** attorney at the address listed below.

By and through Counsel: Mr. Murray Bevan
Bevan, Mosca, Giuditta & Zarillo, PC
222 Mount Airy Rd, Suite 200
Basking Ridge, NJ 07920
Tel: 908-753-8300
Fax: 908-753-8301

See attached "Notarized Proof of Publication" from the following 7 newspapers:

	<u>Duquesne</u>	<u>Met Ed</u>	<u>PECO</u>	<u>Penelec</u>	<u>Penn Power</u>	<u>PPL</u>	<u>UGI</u>	<u>West Penn</u>	<u>Entire Commonwealth</u>
Philadelphia Daily News		X	X			X			X
Harrisburg Patriot-News		X		X		X		X	X
Scranton Times Tribune		X		X		X	X		X
Williamsport Sun Gazette				X		X		X	X
Johnstown Tribune Democrat				X				X	X
Erie Times-News				X	X				X
Pittsburgh Post-Gazette	X				X			X	X


Proof of Publication of Notice in Pittsburgh Post-Gazette

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

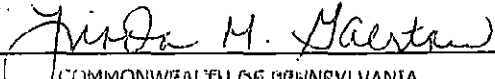
Commonwealth of Pennsylvania, County of Allegheny, ss K. Flaherty, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the _____ regular _____ editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

31 of July, 2014

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.



PG Publishing Company
Sworn to and subscribed before me this day of:
July 31, 2014



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Linda M. Gaertner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Jan. 31, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

STATEMENT OF ADVERTISING COSTS
Astral Energy LLC,
16 TYSON PL
Attn: Jason K. Fox
Bergenfield NJ 07621-1655

To PG Publishing Company

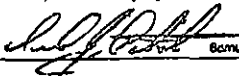
Total ----- \$495.00

Publisher's Receipt for Advertising Costs

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

Office
34 Boulevard of the Allies
PITTSBURGH, PA 15222
Phone 412-263-1338

PG Publishing Company, a Corporation, Publisher of
Pittsburgh Post-Gazette, a Newspaper of General Circulation

By  _____
Samuel J. Arbuthnot

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

COPY OF NOTICE OR PUBLICATION

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE Applications of Astral Energy LLC (d/b/a "Astral Energy LLC") For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker-Engaged in the Business of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public in The Commonwealth of Pennsylvania.

Astral Energy LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. Astral Energy LLC will also be filing an application with the PUC for a license to supply electricity. Astral Energy LLC proposes to sell electricity, natural gas, and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Astral Energy LLC 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 Astral Energy LLC's attorney at the address listed below.

By and through Counsel: Mr. Murray Bevan Bevan, Mosca, Giuditta & Zaiillo, P.C. 222 Mount Airy Rd, Suite 200, Basking Ridge, NJ 07920

Tel: 908-753-8300 Fax: 908-753-8301

The Patriot-News Co.
2020 Technology Pkwy
Suite 300
Mechanicsburg, PA 17050
Inquiries - 717-255-8213

The Patriot-News
Now you know

ASTRAL ENERGY LLC
16 TYSON PLACE

BERGENFIELD NJ 07621

THE PATRIOT NEWS
THE SUNDAY PATRIOT NEWS

Proof of Publication

Under Act No. 587, Approved May 16, 1929
Commonwealth of Pennsylvania, County of Dauphin} ss

Marianne Miller, being duly sworn according to law, deposes and says:

That she is a Staff Accountant of The Patriot News Co., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office and place of business at 2020 Technology Pkwy, Suite 300, in the Township of Hampden, County of Cumberland, State of Pennsylvania, owner and publisher of The Patriot-News and The Sunday Patriot-News newspapers of general circulation, printed and published at 1900 Patriot Drive, in the City, County and State aforesaid; that The Patriot-News and The Sunday Patriot-News were established March 4th, 1854, and September 18th, 1949, respectively, and all have been continuously published ever since;

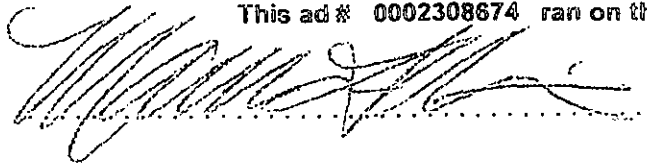
That the printed notice or publication which is securely attached hereto is exactly as printed and published in their regular daily and/or Sunday/ Community Weekly editions which appeared on the date(s) indicated below. That neither she nor said Company is interested in the subject matter of said printed notice or advertising, and that all of the allegations of this statement as to the time, place and character of publication are true; and

That she has personal knowledge of the facts aforesaid and is duly authorized and empowered to verify this statement on behalf of The Patriot-News Co. aforesaid by virtue and pursuant to a resolution unanimously passed and adopted severally by the stockholders and board of directors of the said Company and subsequently duly recorded in the office for the Recording of Deeds

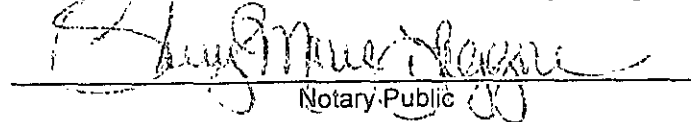
in Miscellaneous Book "M", Volume 14, Page 317.

This ad # 0002308674 ran on the dates shown below:

July 31, 2014



Sworn to and subscribed before me this 01 day of August, 2014 A.D.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Sheryl Marie Leggore, Notary Public
Hampden Twp., Cumberland County
My Commission Expires July 16, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

Applications of Astral Energy LLC (d/b/a "Astral Energy LLC") For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.

Astral Energy LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. Astral Energy LLC will also be filing an application with the PUC for a license to supply electricity. Astral Energy LLC proposes to sell electricity, natural gas, and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Astral Energy LLC 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 Astral Energy LLC's attorney at the address listed below.

By and through Counsel:

Mr. Murray Bevan
Bevan, Masca, Giuffrè & Zarillo, PC
222 Mount Airy Rd., Suite 200
Basking Ridge, NJ 07920
Tel: 908-753-8300

Proof of Publication in The Philadelphia Daily News
Under Act. No 587, Approved May 16, 1929

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

Florence Devlin being duly sworn, deposes and says that The Philadelphia Daily News is a newspaper published daily, except Sunday, at Philadelphia, Pennsylvania, and was established in said city in 1925, since which date said newspaper has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said newspaper on the following dates:

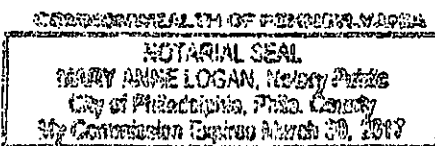
July 30, 2014

Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

Sworn to and subscribed before me this 30th day of
July, 2014.

Notary Public

My Commission Expires:



Copy of Notice of Publication

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

Applications of Astral Energy LLC (d/b/a "Astral Energy LLC") For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services To The Public In The Commonwealth Of Pennsylvania.

Astral Energy LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. Astral Energy LLC will also be filing an application with the PUC for a license to supply electricity, natural gas, and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Astral Energy LLC 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 Astral Energy LLC's attorney at the address listed below.

By and through Counsel: Mr. Murray Eavan
Eavan, Mason, Glucksta & Zarbo, PC
222 Mount Airy Rd, Suite 200
Basking Ridge, NJ 07920
Tel: 908-763-8900 Fax: 908-763-8901

PROOF OF PUBLICATION OF NOTICE IN THE WILLIAMSPORT
SUN-GAZETTE UNDER ACT NO. 587, APPROVED MAY 16, 1929

STATE OF PENNSYLVANIA
COUNTY OF LYCOMING

SS:

Bernard A. Oravec Publisher of the Sun-Gazette Company, publishers of the Williamsport, Sun-Gazette, successor to the Williamsport Sun and the Gazette & Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Street, Williamsport, Pennsylvania, being duly sworn, deposes and says that the Williamsport Sun was established in 1870 and the Gazette & Bulletin was established in 1801, since which dates said successor, the Williamsport Sun-Gazette, has been regularly issued and published in the County of Lycoming aforesaid, and that a copy of the printed notice is attached hereto exactly as the same was printed and published in the regular editions of said Williamsport Sun-Gazette on the following dates, viz:

July 30, 2014

Affiant further deposes that he is an officer daily authorized by the Sun-Gazette Company, publisher of the Williamsport Sun-Gazette, to verify the foregoing statement under oath and also declares that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all the allegations in the foregoing statement as to time, place and character of publication are true.

PENNSYLVANIA
PUBLIC UTILITY
COMMISSION
NOTICE

Applications of Astral Energy LLC (d/b/a "Astral Energy LLC") For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services To The Public In The Commonwealth Of Pennsylvania.

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By and through Counsel:
Mr. Murray Bevan
Bevan, Mosca, Giuditta
& Zarillo, PC
222 Mount Airy Rd,
Suite 200
Basking Ridge, NJ 07920

THE SUN
and certifi

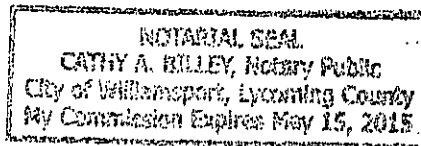
Bernard A. Oravec

SUN-GAZETTE COMPANY

Sworn to and subscribed before me

the 31st day of July, 2014
Cathy A. Billey

Notary Public



STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette Company, Dr.:
For publishing the notice attached
hereto on the above state dates.....\$ 776.44
Probated same.....\$
Total.....\$ 776.44

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

NY hereby acknowledges receipt of the aforesaid advertising and publication costs
ve been fully paid.

SUN-GAZETTE COMPANY

BY Bernard A. Oravec

COMMONWEALTH OF PENNSYLVANIA }
 County of Cambria } SS

PENNSYLVANIA
 PUBLIC UTILITY COMMISSION
 NOTICE

Applications of **Astral Energy LLC** (d/b/a "**Astral Energy LLC**") For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services; To The Public In The Commonwealth Of Pennsylvania.

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By and through Counsel: Mr. Murray Bevan

Bevan, Mosca, Giuditta & Zarillo, PC
 222 Mount Airy Rd, Suite 200
 Basking Ridge, NJ 07920
 Tel: 908-753-8300
 Fax: 908-753-8301

published in
 that the an
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 the subject
 said publica

On this 4th day of August A.D. 2014, before me, the subscriber, a Notary Public in and for said County and State, personally appeared **Christine Marhefka**, who being duly sworn according to law, deposes and says as Classified Advertising Manager of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

of Cambria, and Commonwealth of Pennsylvania and matter published in said publication in the regular issues in July 29, 2014; and that the Affiant is not interested in all of the allegations as to time, place and character of

Christine Marhefka

STATEMENT OF ADVERTISING COSTS

Sworn and Subscribed before me this
 4th day of August, 2014.

[Signature]

70 Lines @ \$2.50 per line	175.00
0.00 Inches @ \$25.00 per inch	0.00
Notary Fee	5.00
Clerical Fee	2.50
Total Cost	182.50

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Vivian Ohs, Notary Public
 City of Johnstown, Cambria County
 My Commission Expires Dec. 6, 2016
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

To The Tribune-Democrat, Johnstown, PA
 For publishing the notice or publication
 attached hereto on the above stated dates.

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

_____ for publisher of _____
 a newspaper of general circulation, hereby acknowledges receipt of the aforesaid
 and publication costs and certifies that the same has been duly paid.

 (Name of Newspaper)

By _____

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

Astral Energy LLC
16 Tyson Place
Bergenfield NJ 07621

REFERENCE: 81524 83800
PUC Notice

STATE OF PENNSYLVANIA)
COUNTY OF ERIE) SS:

Debra McGraw, being duly sworn, deposes and says that: (1) he/she is a designated agent of the Times Publishing Company (TPC) to execute Proofs of Publication on behalf of the TPC; (2) the TPC, whose principal place of business is at 205 W. 12th Street, Erie, Pennsylvania, owns and publishes the Erie Times-News, established October 2, 2000, a daily newspaper of general circulation, and published at Erie, Erie County Pennsylvania; (3) the subject notice or advertisement, a true and correct copy of which is attached, was published in the regular edition(s) of said newspaper on the date(s) referred to below. Affiant further deposes that he/she is duly authorized by the TPC, owner and publisher of the Erie Times-News, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.

PUBLISHED ON: 07/30/14

TOTAL COST: \$409.00 AD SPACE: 0 Lines

FILED ON: 07/30/14

**PENNSYLVANIA PUBLIC UTILITY COMMISSION
NOTICE**

Applications of Astral Energy LLC (d/b/a "Astral Energy LLC") For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.

Astral Energy LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. Astral Energy LLC will also be filing an application with the PUC for a license to supply electricity. Astral Energy LLC proposes to sell electricity, natural gas, and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Astral Energy LLC 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 Astral Energy LLC's attorney at the address listed below.

By and through Counsel: Mr. Murray Bevan
Bevan, Mosca, Gluditta & Zarillo, PC
222 Mount Airy Rd, Suite 200
Basking Ridge, NJ 07920
Tel: 908-753-8300
Fax: 908-753-8301

24mp-53303

Sworn to and subscribed before me this 30th day of July 2014

Affiant: Debra McGraw

NOTARY: Barbara J Moore

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Barbara J. Moore, Notary Public
City of Erie, Erie County
My Commission Expires March 23, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

The Scranton Times (Under act P.L. 877 No 160. July 9, 1976)
Commonwealth of Pennsylvania, County of Lackawanna

ASTRAL ENERGY LLC
SHI-RU LIN
16 TYSON PLACE BERGENFIELD NJ 07621

Account # 599147
Order # 81565044
Ad Price: 238.05

LEGAL NOTICE PENNSYLVANIA

Gina Krushinski

Being duly sworn according to law deposes and says that (s)he is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

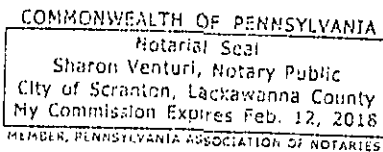
07/29/2014

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as to time, place and character or publication are true Sharon Venturi

Sworn and subscribed to before me
this 29th day of July A.D., 2014

Sharon Venturi

(Notary Public)



LEGAL NOTICE

PENNSYLVANIA PUBLIC UTILITY
COMMISSION NOTICE
Applications of Astral Energy LLC
(d/b/a "Astral Energy LLC") For Ap-
proval To Offer, Render, or Furnish
Services as a Supplier, Aggregator,
and Marketer/Broker Engaged In The
Business Of Supplying Natural Gas
Supply Services and Electricity Supply
or Electric Generation Services, To The
Public In The Commonwealth Of Penn-
sylvania.

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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of As-

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By and through Counsel:
Mr. Murray Bevan
Bevan, Mooca, Giuditta &
Zerillo, PC
222 Mount Airy Rd., Suite 200
Basking Ridge, NJ 07920
Telephone: 908-753-8300
Fax: 908-753-8301

Appendix D

Page 1 of 2

Electric Generation Supplier License Bonds

Bonds submitted in order to satisfy the licensing process must comply with the following:

The bond in the amount of \$250,000 should name the Pennsylvania Public Utility Commission as the obligee or beneficiary, and should contain the following language:

This bond is written in accordance with Section 2809(c)(1)(i) of the Public Utility Code, 66 Pa. C.S. § 2809(c)(1)(i), to assure compliance with applicable provisions of the Public Utility Code, 66 Pa. C.S. §§101, et seq., and the rules and regulations of the Pennsylvania Public Utility Commission by the Principle as a licensed electric generation supplier; to ensure the payment of Gross Receipts Tax as required by Section 2810 of the Public Utility Code, 66 Pa. C.S. § 2810; and to ensure the supply of electricity at retail in accordance with contracts, agreements or arrangements. Payment of claims shall have the following priority: (i) The Commonwealth; (ii) Electric Distribution Companies for the reimbursement of Gross Receipts Tax; and (iii) Private individuals. Proceeds of the bond may not be used to pay any penalties or fines levied against the Principal for violations of the law, or for payment of any other tax obligations owed to the Commonwealth.

The original and two copies of the bond must be submitted to the Office of the Secretary, Pa. Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265. The entry date of the Commission's Order will be the effective date for the license.

Appendix C

Example CERTIFICATE OF SERVICE

On this the 4 day of Aug 2014, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all attachments have been served upon the following:

Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

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

Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

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

Legal Department
West Penn Power d/b/a Allegheny Power
800 Cabin Hill Drive
Greensburg, PA 15601-1689

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

Regulatory Affairs
Duquesne Light Company
411 Seventh Street, MD 16-4
Pittsburgh, PA 15219

Legal Department
Attn: Paul Russell
PPL
Two North Ninth Street
Allentown, PA 18108-1179

Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

UGI Utilities, Inc.
Attn: Rates Dept. – Choice Coordinator
2525 N. 12th Street, Suite 360
Post Office Box 12677
Reading, Pa 19612-2677

Citizens' Electric Company
Attn: EGS Coordination
1775 Industrial Boulevard
Lewisburg, PA 17837

Director of Customer Energy Services
Orange and Rockland Company
390 West Route 59
Spring Valley, NY 10977-5300

Wellsboro Electric Company
Attn: EGS Coordination
33 Austin Street
P. O. Box 138
Wellsboro, PA 16901

RECEIVED
AUG 15 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU


Jason K. Fox, President of Astral Energy LLC

Astral Energy LLC
16 Tyson Place
Bergenfield, NJ 07621

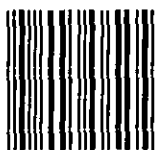

RECEIVED

AUG 15 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Handwritten signature

U.S. POSTAGE
PAID
BERGENFIELD, NJ
07621
AUG 15, 14
AMOUNT
\$4.12
0063280-14



1029 17120

Pennsylvania State
Public Utility Commission Secretary
Keystone Bldg, 2nd Floor Rm N201
Harrisburg, PA 17120

UNITED STATES
POSTAL SERVICE®

USPS TRACKING #



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Label 400 Jan. 2013
7690-1B-000-794B

AUG 18 2014