



EligoEnergy

Pennsylvania Public Utility Commission

Responses to Data Request for Electric
Generation Supplier License Application
of Eligo Energy PA, LLC dba Eligo
Energy

Docket No. A-20142433211

A-2014-2433211

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Rosemary Chiavetta, Secretary
Pennsylvania Public Utility
Commission
400 North Street
Harrisburg, PA 17120

**Responses to Data Request for Electric Generation Supplier License
Application for Eligo Energy PA, LLC dba Eligo Energy**

Dear Secretary of the Commission:

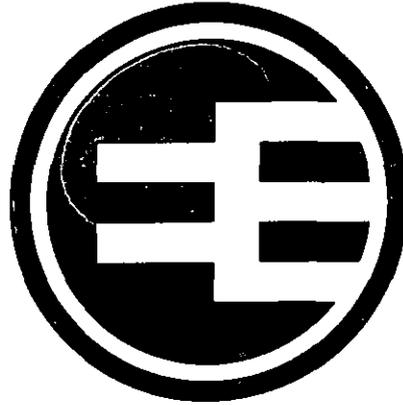
Please find Eligo's responses and exhibits provided pursuant to the communication dated September 9, 2014 from the Commonwealth of Pennsylvania, Pennsylvania Public Utility Commission ("PA PUC") Data Request for Electric Generation Supplier License Application for Eligo Energy PA, LLC.

Very truly yours,

s/Alexander Goldstein

Alexander Goldstein
CEO, Eligo Energy PA, LLC

1658 N. Milwaukee Ave.
Suite 314
Chicago, IL 60647
Tel. 855.354.4690
www.eligoenergy.com



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EligoEnergy

Responses to Data Request

Eligo Energy PA, LLC

Application for Electric

Generation Services

1.) Data Request: Reference application, Section 5.c, Compliance – Applicant has indicated the following: “Within the last five (5) years, Eligo Energy PA, LLC(Eligo PA) nor any affiliates have not had any formal or escalated actions or complaints filed against it or them by either customers or any regulatory agencies”. Our preliminary search has indicated that there is at least one State Utility Commission which lists 19 complaints against an affiliate. Please explain why applicant did not disclose these pending complaints, if applicable. Applicants must fully disclose other items per EGS application section 5.

Response: As of the time of filing the instant application, Eligo Energy PA, LLC (“Eligo”) and any of its affiliates did not have any “*formal* or *escalated* actions or complaints filed against it by either customers or any regulatory agencies.” (emphasis added). Eligo interpreted this request as one for actual “formal” or “escalated” actions or complaints only and not for any complaints of any kind whatsoever. For example, the Illinois Commerce Commission (“ICC”) and the New York State Public Service Commission (“NY PSC”) may label its complaints as “formal” or “informal.” Eligo is aware of only one “formal” complaint from the NY PSC that it received on July 16, 2014 – after the instant application was already filed. That particular complaint resulted from identity fraud perpetrated on Eligo and was resolved immediately to the satisfaction of the Utility, the NY PSC, and the customer.

To Eligo’s knowledge, all other complaints, inquiries or communications were “informal” and did not result in any “escalated actions.” For example, these would include the QRS (Quick Resolution System) inquiries and informal complaints that are sent by NY PSC and ICC, respectively. Informal complaints and inquiries of this nature require Eligo to reach out to the customer and address their concerns. After speaking to the customer, Eligo is required to inform the regulatory body regarding the interaction with the customer and resolution, if any. Any and all informal complaints involving Eligo were immediately resolved in this manner and did not escalate beyond the initial, informal stage. See Attached **Exhibit-1** as additional evidence. For additional complaint resolution process typically utilized by Eligo, please see the attached **Exhibit-1A** outlining an internal process followed by Eligo personnel.

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2.) Data Request: Reference application, Section 7.a, Financial Records, Statements, and Ratings – Applicant has submitted an irrevocable standby letter of credit (letter of credit) issued by a financial institution located outside of the United States. Applicants wishing to be licensed as a supplier must prove financial fitness; as such the presented letter of credit must be issued by a financial institution located and authorized to do business in the United States. Please submit a letter of credit issued by an institution located and authorized to do business in the United States; further, please only follow the sample template language; appendix E in the EGS application, it appears that the submitted letter of credit contains additional language which may deem it to be rendered unacceptable.

Response: Applicant is submitting a Bond in the name of Pennsylvania Public Utility Commission in the amount of \$250,000.00 dollars to replace our existing Letter of Credit. Eligo Energy PA, LLC requests that the Commission return the original Letter of Credit once the attached Surety Bond has been accepted or has replaced the original Letter of Credit in the amount of \$250,000.00.

3.) Data Request: Reference application, **Section 7.b, Financial Records, Statements, and Ratings** – Applicant has indicated the following: “Eligo Energy PA is a new startup company and therefore does not have 2 years of balance and income statements.” Applicant submitted balance sheets, statement of cash flows and audited financials for its parent company Eligo Energy, LLC. To prove financial fitness, please provide:

- i) Proof of a corporate agreement between Eligo and Eligo PA which gives Eligo PA access to funds of Eligo Energy, said agreement should spell out the amounts, terms and rates of monies available to Eligo PA.

Response: Attached please find Eligo Energy PA, LLC Operating Agreement (Public Exhibit 3-i) naming its parent company, Eligo Energy, LLC, as the sole Member and Manager of Eligo Energy PA, LLC. (Exhibit 3-i, ¶ 6). Per the operating agreement, Eligo Energy, LLC “owns 100% of the limited liability company interests of the Company [Eligo Energy PA, LLC].” (*Id.* at ¶ 5). In addition, Eligo Energy PA, LLC is providing as Confidential Exhibit 3a-i, a Certification of Financial Condition signed by the CEO of Eligo Energy PA, LLC and Eligo Energy, LLC, certifying that “Eligo Energy will assume any and all financial arrangements, procurements, risks and settlements for the sale and delivery of electric energy and natural gas to consumers in the State of Pennsylvania.” (Confidential Exhibit 3a-i at ¶ 3). Eligo Energy PA, LLC is also providing as Confidential Exhibit 3b-i, an Energy Requirements Agreement.

- ii) Income Tax returns for its parent company Eligo for years ending 2012 and 2013, if there were extensions filed please provide copies of extensions.

Response: Attached please find Confidential Exhibit 3-ii (Income Tax Returns and Extensions).

- iii) Bank statements for Eligo PA indicating a minimum of 3 month history and available funds listed.

Response: Attached please find bank statements for Eligo Energy, LLC (Confidential Exhibit 3-iii), the parent of Eligo Energy PA, LLC and its sole member and manager. Eligo Energy PA, LLC is a wholly owned subsidiary of Eligo Energy, LLC, and as such, utilizes its parent’s bank accounts. For additional relevant information, please see Confidential Exhibit 3a-i.

- iv) Applicant indicated a Duns number on its application but has not submitted a Dun & Bradstreet credit report; if available, please submit a Duns and Bradstreet credit report please follow the submission method listed above. Applicant can elect to mark submitted information as confidential.

Response: Although Eligo Energy PA, LLC does have a Dun and Bradstreet Number, because it is a startup, it does not have a credit report.

- 4.) Data Request:** Reference Application, Section 9.a, Disclosure Statement – Applicant has submitted customer disclosure statement but has marked it “confidential”. The PA Code at **§ 54.43 subsection (1) Standards of conduct and disclosure for licensees states that:** “A licensee shall provide accurate information about their electric generation services using plain language and common terms in communications with consumers. When new terms are used, the terms shall be defined again using plain language. Information shall be provided in a format that enables customers to compare the various electric generation services offered and the prices charged for each type of service.” Applicant is reminded to resubmit the customer disclosure without marking it confidential.

Response: Please See Attached Exhibit-4

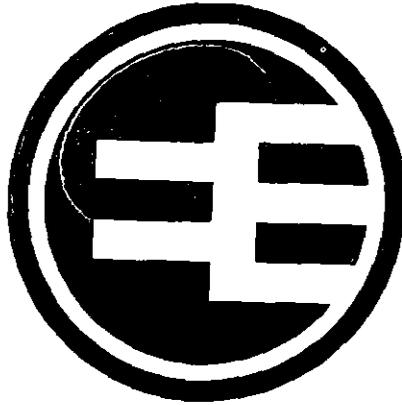
- 5.) Data Request:** Reference Application, Section 12, Newspaper Publications – Applicant has submitted notarized proofs of publications for all the required newspapers except for the Williamsport Sun-Gazette and the Scranton Times-Tribune. Please submit notarized proofs of publication for the Williamsport Sun-Gazette and the Scranton Times-Tribune.

Response: Please See Attached Exhibit 5

I, Alexander Goldstein, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

A handwritten signature in black ink, appearing to read "Alexander Goldstein", written over a horizontal line.

Alexander Goldstein
CEO
Eligo Energy PA, LLC dba Eligo Energy



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PUBLIC EXHIBITS

Exhibit -1

Complaints

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Exhibit-1

1.) Data Request 1: Reference application, Section 5.c, Compliance – Applicant has indicated the following: “Within the last five (5) years, Eligo Energy PA, LLC(Eligo PA) nor any affiliates have not had any formal or escalated actions or complaints filed against it or them by either customers or any regulatory agencies”. Our preliminary search has indicated that there is at least one State Utility Commission which lists 19 complaints against an affiliate. Please explain why applicant did not disclose these pending complaints, if applicable. Applicants must fully disclose other items per EGS application section 5.

Response: Eligo is only aware of the following “formal” complaints filed against its affiliates. None were escalated and all were promptly resolved.

Entity	State	Agency	Date	ID	Reason	Action	Resolution	Close Date
Eligo Energy NY, LLC	NY	NY DPS	12/17/13	334015	Customer was seeking a credit for overcharged electricity service.	The customer was credited the full amount of the overcharge immediately.	Resolved. An operational error caused a small subset of Eligo's customers to be overcharged. All such customers received refunds directly on their bill.	12/31/13
Eligo Energy NY, LLC	NY	NY DPS	4/7/14	414242	Customer was solicited over the telephone and claimed that her phone number was on the DNC list.	Resolved. Eligo placed the customer's phone number on its internal DNC list, which is distributed to all marketing vendors on a daily basis.	Eligo began mandating all marketing vendors to download the DNC list in order to make calls for that day.	4/9/14
Eligo Energy NY, LLC	NY	NY DPS	8/12/14	442504	Customer contested an early termination fee. She claimed that she did not	Resolved. The customer authorized the switch via a valid third party authorization. Because customer	Eligo trains marketing vendors to help the customer find the correct supply charge to compare with	8/14/14

					sign up for the account.	miscommunicated her supply rate to the Eligo representative, the customer's ETF was waived.	the proposed rate.	
Eligo Energy NY, LLC	NY	NY DPS	7/16/14	427249	Fraudulent enrollment. The same complaint was also sent on 9/2/14 but appeared to be duplicative of complaint 427249.	Resolved. A third party attempted to enter the customer's accounts through Eligo's online enrollment form. Eligo worked with the Utility to prevent this fraudulent enrollment.	Eligo's fraud prevention system recognized this enrollments as invalid and rescinded all enrollments. Eligo put additional checks in place to establish the validity of online accounts.	7/18/14

MSG interpreted this request as one for actual "formal" or "escalated" actions or complaints only and not for any complaints of any kind whatsoever. For example, the Illinois Commerce Commission ("ICC") and the New York State Public Service Commission ("NY PSC") may label its complaints as "formal" or "informal." As of the time of filing the instant application, MSG had only two "formal" complaints that were promptly resolved. To MSG's knowledge, all other complaints, inquiries or communications were "informal" and did not result in any "escalated actions." For example, these would include the QRS (Quick Resolution System) inquiries and informal complaints that are sent by NY PSC and ICC, respectively. Informal complaints and inquiries of this nature require MSG's affiliates to reach out to the customer and address their concerns. After speaking to the customer, an affiliate is required to inform the regulatory body regarding the interaction with the customer and resolution, if any. Any and all informal complaints involving MSG affiliates were immediately resolved in this manner and did not escalate beyond the initial, informal stage.

Exhibit 1A

Eligo Energy PA, LLC Consumer Complaint Procedure

Scope: This scope documents the process that will be followed for any Eligo Energy PA, LLC consumer complaint including, but not limited to billing, pricing, usage, marketing and any other consumer complaint. This process will take place for all residential and small commercial complaints.

Step	Action	Owner
1.	Complaint received and noted in Eligo Energy CRM and forwarded to regulatory and compliance department	Customer Service
2.	The regulatory and compliance department will create ticket in their proprietary ticketing system.	Regulatory and Compliance
3.	Contact consumer to acknowledge receipt of the complaint and resolution (If required)	Regulatory and Compliance
4.	Notate customer conversation in ticket system with specific information as to whether or not the issue was resolved or further action is required to resolve the issue.	Regulatory and Compliance
5.	If consumer is satisfied : Notate the resolution in the ticketing system	Regulatory and Compliance
6.	If consumer is Not satisfied : Notate the conversation in ticketing system. Note the next steps (If applicable) and follow up date to provide the consumer with any updated status	Regulatory and Compliance

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Exhibit 1A

7.	<p>Inform the consumer that they have the right to inform the Illinois Commerce Commission to register formal complaint. The consumer can contact the <u>Bureau of Consumer Services:</u> (Toll Free) 1-800-692-7380 or file complaint form found at: www.puc.pa.gov Mail: P.O. Box 3265 Harrisburg, PA 17105-3265</p>	Regulatory and Compliance
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Exhibit 3-i

Please find attached the Operating Agreement for Eligo Energy PA, LLC and Eligo Energy, LLC the company sole member and manager.

Please See Attached

Operating Agreement: Public Exhibits

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**LIMITED LIABILITY COMPANY AGREEMENT OF
ELIGO ENERGY PA, LLC**

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") is made and entered into as of the 1st day of October, 2012, effective as of the 24th day of August, 2012, by Eligo Energy PA, LLC, a Pennsylvania limited liability company (the "Company"), and Eligo Energy, LLC, a Delaware limited liability company ("Member"), the Company's sole member and manager.

RECITALS

WHEREAS, the Company was formed as a Pennsylvania limited liability company on August 24, 2012, by the filing of Articles of Organization with the Department of State of the State of Pennsylvania; and

WHEREAS, Member desires to provide for certain agreements governing the business and affairs of the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **Name**. The name of the Company is Eligo Energy PA, LLC; provided that the Manager may, from time to time, change the name of the Company to any name permitted by the Pennsylvania Limited Liability Company Law, Section 8901 *et seq.*, as the same may be amended from time to time (the "Law").

2. **Company's Office, Registered Office and Registered Agent**. The mailing office and street address of the principal office of the Company is 1658 Milwaukee Avenue, Suite 314, Chicago, IL 60647. The Secretary of State of the State of Pennsylvania is designated as the agent for service of process. The name and address of the Company's registered agent shall be such person and location as determined by the Manager.

3. **Term**. The term of the Company shall be perpetual, unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

4. **Business of the Company**. The business of the Company shall be to engage in any lawful businesses and activities for which limited liability companies may be organized under the Law.

5. **Ownership**. As of the date hereof, Member owns 100% of the limited liability company interests of the Company. Any member may transfer all or any portion of his or her limited liability company interests in the Company and any transferee shall be automatically admitted as a Member.

6. **Manager-Managed**. The business and affairs of such Company shall be managed exclusively by the Manager and by such officers of the Company, if any, as may be appointed

from time to time by the Manager pursuant to Section 8 of this Agreement. Except where the approval of the Members is expressly required by non-waivable provisions of the Law, the Manager shall have full and complete authority, power and discretion to direct, manage and control the business, affairs and properties of the Company. Eligo Energy, LLC shall be the “Manager”.

7. Powers and Authority of the Manager. Without limiting the generality of Paragraph 6, all decisions relating to the management and control of the conduct of the business of the Company and its affairs shall be made by the Manager, including, but not limited to, decisions relating to any of the following: (i) the selection of representatives of the Company to serve on the management, supervisory or other governing boards or bodies of any company or other organization in which the Company owns an interest; (ii) the hiring and termination of employees of the Company; (iii) distributions to the Member; (iv) the opening of bank accounts, the making of loans to any third party, the incurrence or refinancing of indebtedness of the Company, and the encumbering of Company property; (v) the selection of attorneys, accountants, appraisers and agents; and (vi) the entry into or performance of, on behalf of the Company, all other contracts, agreements and other undertakings and the taking of any other action as may be necessary or advisable in the judgment of the Manager or incident to carrying out in the business of the Company. Any contract, agreement, instrument or other document to which the Company is a party and which is duly authorized by the Manager may be signed by the Manager or an authorized officer of the Company, and no other signatures shall be required.

8. Officers. The Manager may appoint such officers and agents as the Manager shall deem necessary, and such officers and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Manager.

9. Indemnification. The Company (to the extent of all of its assets and without any obligation on the part of any Member to contribute funds to the Company, but subject to any lien or security interests held by any person) shall indemnify and save harmless each Manager and each Member from any loss or damage incurred by it by reason of any act performed by it for and on behalf of the Company and in furtherance of the Company’s interest, provided such act or acts were done in good faith and without malfeasance, gross negligence or willful misconduct on the part of the Manager or any Member. Except as otherwise expressly and specifically provided herein, a Member shall have no obligation or liability to any other Member or, except as otherwise expressly provided by the Act, to any other person or entity, in such Member’s capacity as a Member.

10. Dissolution. The Company shall be dissolved by the written agreement of the Member holding a majority of the limited liability company interests.

11. Inconsistencies. In the event of any inconsistency between this Agreement and the Law, to the extent permitted by applicable law, the terms of this Agreement shall govern.

12. Application of Pennsylvania Law. This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Pennsylvania.

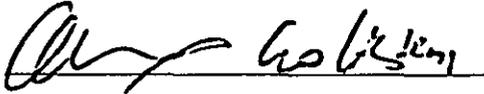
13. Amendments. This Agreement may not be amended except in writing by the Members holding a majority of the limited liability company interests.

14. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Members and their heirs, legal representatives, successors and assigns.

15. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

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

COMPANY:



By: Alexander Goldstein

Its: Manager of Eligo Energy, LLC

MEMBER:

Eligo Energy, LLC



By: Alexander Goldstein

Its: Manager

MANAGER:

Eligo Energy, LLC



By: Alexander Goldstein

Its: Manager

**Exhibit-4
Disclosure Statement**

Please See Attached

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Eligo Energy PA, LLC

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Customer Disclosure Statement

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Agreement: This is to confirm that _____ (“Customer”) agrees to purchase its electricity from **Eligo Energy PA, LLC (“Eligo”)** effective _____ 201___. We are licensed through the Public Utility Commission (“PUC”) to offer and supply electricity services in Pennsylvania. Our PUC license number is X-XXXXXXXX. The Public Utility Commission regulates distribution or delivery prices and services. The Federal Energy Regulatory Commission regulates interstate pipeline prices and services. Generation prices and charges are set by the electric generation supplier Customer has chosen.

Customer is enrolling with (“Eligo”) through (Insert Utility Name) “Customer Choice” program. There is no sign-up fee or minimum charge. Customer will receive Eligo’s month-to-month variable or fixed rates. There are no termination fees for Eligo’s month-to-month variable product, all fixed rate products termination fees can be found in their individual fixed contracts within the terms and conditions. (Insert Utility Name) will still continue to deliver Customer’s electricity, read Customer’s meter, provide Customer with emergency customer service, and bill Customer just as they do now. Upon the request of Customer, Eligo will send separate bills for its service.

Customer will receive a welcome letter in the mail confirming the terms of Customer’s agreement to enroll in Eligo’s variable and fixed rate program. Customer may rescind this agreement at any time before midnight of the third business day after receiving the Disclosure Statement or Welcome package by calling (888)–XXX-XXXX.

While Eligo is Customer’s electricity supplier, Eligo may periodically request electricity usage, payment and other information from (Insert Utility Name) regarding Customer’s account. This information will only be used to enable Eligo to supply Customer’s electricity under this agreement and will not be used or disclosed for any other purpose. By signing this agreement, Customer is authorizing the release of this information to Eligo Energy PA, LLC while Eligo is Customer’s electricity supplier. Customer may rescind the authorization for release of this information at any time by calling (888)–XXX-XXXX.

Terms

Customer will receive electricity from Eligo at a fixed generation rate of **\$0.0xxx/kWh** for **XXXX months**, following the initial period of **XXXX months**. The generation rate will continue as a monthly variable rate that may be periodically adjusted to market conditions. Service with Eligo will renew monthly until the cancellation of this Agreement by either Eligo or the Customer. Alternatively, Customer may choose a month-to-month variable of **\$0.0xxx/kWh** for **XXXX months** after enrollment at the next applicable billing period. At any time, but not more frequently than monthly, Eligo Energy may increase or decrease your rate based on several factors, including changes in wholesale energy market prices in the PJM Markets. Your variable rate will be based upon PJM wholesale market conditions and an adder of \$0.01 per kWh may be applied. Customer may compare price terms by looking at the rates posted on Eligo’s website (<http://www.eligoenergy.com>) and on Customer’s monthly bill. There is not a limit on how much the rate may change from one billing cycle to the next. The historical pricing is not indicative of present or future pricing. In addition, Customer shall pay and be responsible for all other amounts, such as service and delivery charges, from the Utility, including any applicable taxes. Customer also understands that the Utility may charge a switching fee when enrolling with Eligo. Customer is responsible for cancelling any existing supplier agreement.

Cancellation

Customer may cancel this Agreement, for any reason, at any time, during the first **XXXX months** of service, for a **\$10.00** Cancellation Service Charge for each month remaining in the agreement. The cancellation becomes effective when Customer’s new supplier or the Utility completes the change. Cancellation will not relieve Customer of any payment obligations for electricity provided to Customer by Eligo before cancellation. Customer may make such a cancellation by contacting Eligo. When a customer moves from one location to another, even if the move is within an NGDC’s service territory, the agreement is cancelled. If the customer is not satisfied after discussing the terms of service contained in the disclosure statement with the Eligo, it may contact the Utility. Customer may not be served under the same rates, terms, and conditions that apply to others when switching back to the Utility. Eligo may revert Customer to Utility for non-payment at the time of the next meter reading with at least 15 days written notice and an opportunity to cure. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be used in the final bill, which will be reconciled subsequent to the final meter reading.

Change of Terms

If Customer has a fixed term agreement with Eligo that is longer than 3 months and it is approaching the expiration date, Eligo will send to Customer advance written notices at about 90 days and 60 days before the expiration date. If Eligo propose to change

Eligo Energy PA, LLC

Customer Disclosure Statement

our terms of service in any type of agreement, Eligo will send to Customer advance written notices at about 90 days and 60 days before the effective date of the change. If Eligo are billing Customer directly for our services, then Eligo will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If the NGDC is billing Eligo's charges for Eligo, then Eligo will provide the notices in separate corresponding mailings. Eligo will explain the options to Customer in these two advance notifications."

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and to be effective as of the date first written above. By enrolling in this program Customer agrees to initiate service and begin enrollment and to be bound by and acknowledge receipt of, Eligo Energy PA, LLC's Terms and Conditions of Service and privacy policy. Customer accepts these terms and conditions.

Eligo Energy PA, LLC

Customer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Account number: _____

If applicable, please check this box if you have attached a separate appendix containing the details of multiple account numbers.

Name on account: _____

Service Address: _____

Billing Address if different: _____

Contact name: _____

Phone: () _____ Fax: () _____ E-mail: _____

Exhibit-5
Additional Publications

Please See Attached

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SECRETARY'S BUREAU**

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

ELIGO ENERGY PA LLC D/B/A ELIGO ENERGY
TREVOR HERBEST
1658 N MILWAUKEE AVE., STE 314 CHICAGO IL 60647

Account # 579226
Order # 81525354
Ad Price: 256.25

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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:

06/05/2014

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 time, place and character or publication are true Gina Krushinski

Sworn and subscribed to before me
this 5th day of June A.D., 2014

Sharon Venturi
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sharon Venturi, Notary Public
City of Scranton, Lackawanna County
My Commission Expires Feb. 12, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

LEGAL NOTICE

PENNSYLVANIA PUBLIC UTILITY
COMMISSION NOTICE
Application of ELIGO ENERGY PA,

LLC (d/b/a "Eligo Energy") For Approval To Offer, Render, Furnish Or Supply Electricity and Natural Gas Or Electric Generation Services As A Generator And Supplier Of Electric Power and Natural Gas Supply Services, In The Business Of Supplying Electricity and Natural Gas, To The Public In The Commonwealth Of Pennsylvania.

ELIGO ENERGY PA, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power. ELIGO ENERGY PA, 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. ELIGO ENERGY PA, LLC proposes to sell electricity and natural gas and related services throughout all of Pennsylvania under the provisions of the Electricity Generation Customer Choice and Competition Act and under the provisions of the Natural Gas Choice and Competition Act.

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

By and through Counsel:
Alexander Rozenblat
ELIGO ENERGY PA, LLC

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:

June 6, 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

Application of ELIGO ENERGY PA, LLC (d/b/a "Eligo Energy") For Approval To Offer, Render, Furnish Or Supply Electricity and Natural Gas Or Electric Generation Services As A Generator And Supplier Of Electric Power and Natural Gas Supply Services, In The Business Of Supplying Electricity and Natural Gas, To The Public In The Commonwealth Of Pennsylvania.

ELIGO ENERGY PA, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power. ELIGO ENERGY PA, 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. ELIGO ENERGY PA, LLC proposes to sell electricity and natural gas and related services throughout all of Pennsylvania under the provisions of the Electricity Generation Customer Choice and Competition Act and under the provisions of the Natural Gas Choice and Competition Act.

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

By and through Counsel:
Alexander Rozenblat
ELIGO ENERGY PA, LLC
1658 N. Meridian
Avenue, Suite 314
Chambersburg, PA 17003

Bernard A. Oravec

SUN-GAZETTE COMPANY

Sworn to and subscribed before me

the 6th day of June 2014

Cathy A. Billey
Notary Public

NOTARIAL SEAL
CATHY A. BILLEY, Notary Public
City of Williamsport, Lycoming County
My Commission Expires May 15, 2015

STATEMENT OF ADVERTISING COSTS

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Total.....\$ 306.92

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SUN-GAZETTE COMPANY

BY Bernard A. Oravec

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