



An Exelon Company

Legal Department
2301 Market Street / S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699

Direct Dial: 215-841-6841

March 10, 2016

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

RE: Tango Bistro, LLC v. PECO Energy Company
PUC Docket No.: C-2016-2533030

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *Preliminary Objection of Respondent, PECO Energy Company* with regard to the matter referenced above.

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shawane Lee", with a stylized flourish at the end.

Shawane Lee
Counsel for PECO Energy Company

SL/ab

cc: Certificate of Service

PENNSYLVANIA PUBLIC UTILITY COMMISSION

TANGO BISTRO, LLC :
Complainants :
v. : DOCKET NO. C-2016-2533030
PECO ENERGY COMPANY :
Respondent :
:

NOTICE TO PLEAD

Pursuant to 52 Pa. Code §§ 5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed Preliminary Objections of PECO Energy Company within 20 days from service of this notice, a decision may be rendered against you. All pleadings, such as a Reply to Preliminary Objections, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane L. Lee, and where applicable, the Administrative Law Judge presiding over the issue.

File with:
Rosemarie Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

With a copy to:
Shawane L. Lee, Esq.
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated at Philadelphia, PA, March 10, 2016



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street S-23
Philadelphia, PA 19101-8699
215-841-6863
Shawane.Lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

TANGO BISTRO, LLC	:	
Complainants	:	
v.	:	DOCKET NO. C-2016-2533030
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

**PRELIMINARY OBJECTION OF RESPONDENT,
PECO ENERGY COMPANY**

Respondent, PECO Energy Company (“PECO”), pursuant to 52 Pa. Code § 5.101(a)(4) respectfully petitions this Honorable Commission to dismiss the instant Complaint as legally insufficient.

1. On March 9, 2016, PECO was served with a formal complaint filed by Tango Bistro, LLC (hereafter “Complainant”). A copy of the Complaint is attached hereto as Exhibit “1”.

2. In its Complaint, the Complainant is disputing a contract with Global Power Gas and Electric and Champion Energy Services that offered a “free rate reduction”. See Exhibit “1”.

3. In its request for relief, the Complainant is seeking reimbursement of a \$6540.80 early termination fee with their previous supplier Nextera and to be released from their contract with Global Power Gas and Electric and Champion Energy. See Exhibit “1”.

4. In essence, the Complainant is disputing the rate of electric generation suppliers, Global Power Gas and Electric and Champion Energy under a contract for electric commercial service.

5. PECO therefore files the instant Preliminary Objection.

6. Pursuant to 52 Pa. Code § 5.101, preliminary objections may be filed against a complaint and dismissed for legal insufficiency. 52 Pa. Code § 5.101(a)(4).

7. Commission procedure regarding the disposition of preliminary objections is similar to that utilized in Pennsylvania civil procedure. Equitable Small Transportation Intervenor. v. Equitable Gas Co., 1994 Pa.PUC LEXIS 69, Docket No. C-00935435 (July 18, 1994).

8. In deciding preliminary objections, the Public Utility Commission must determine, based on the factual pleadings of the petitioner, if relief or recovery is possible. Roc v. Flaherty, 527 A.2d 211 (Pa. Cmwlth 1985).

9. A complaint must be able to recover under the law to survive a preliminary objection. Milliner v. Enck, 709 A.2d 417, 418 (Pa. Super. Ct. 1998) (“preliminary objection should be sustained only where it appears with certainty that, upon the facts averred, the law will not allow the plaintiff to recover”).

10. All of the non-moving party’s averments must be taken as true for the sake of deciding the preliminary objection. County of Allegheny v. Commw. of Pa., 490 A.2d 402 (Pa. 1985).

11. The court does not, however, need to accept, “unwarranted inferences from facts, argumentative allegations, or expressions of opinions.” Feingold v. McNulty, 2009 Phila. Ct. Com. Pl LEXIS 167, *3.

12. Section 703 of the Public Utility Code, 66 Pa. C.S.A. § 703(b) provides that the Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary to the public interest.

13. A hearing is required only when there is a disputed question of fact, and is not required to resolve questions of law. Dee-Dee Cab, Inc. v. Pa.Pub. Util. Comm'n, 817 A.2nd 593 (Pa. Commw. Ct. 2003), petition for allowance of appeal denied, 836 A.2d 123 (Pa. 2003).

14. Here, there are no genuine issues of fact and PECO Energy is entitled to judgment as a matter of law with respect to all of the allegations in the Complaint.

I. Legal Insufficiency – Under both the Commission’s regulations and the contract between Global Power Gas and Electric, Champion Energy and the Complainant, PECO is not a party to the electric generation transaction.

15. The Complainant disputes the rates under a contract with supplier Global Power Gas and Electric and Champion Energy for electric service at its commercial service address.

16. By way of background, on December 3, 1996, the Pennsylvania Legislature passed the Electricity Generation Customer Choice and Competition Act (“Competition Act”) under 66 Pa.C.S. § 2807.

17. The Competition Act required electric distribution companies, such as PECO to unbundle transmission, distribution and generation rates for retail customers. The Competition Act deregulated electricity generation and provided all customers in Pennsylvania the opportunity to choose their electric generation supplier (“EGS”). 66 Pa.C.S. § 2807.

18. Section 2806(a) explicitly states:

All customers of electric distribution companies in this Commonwealth shall have the opportunity to purchase electricity from their choice of electric generation suppliers. The ultimate choice of the electric generation supplier is to rest with the consumer.

66 Pa.C.S. § 2806(a).

19. The Pennsylvania Public Utility Commission (“Commission”) issued regulations under 52 Pa. Code § 54.1 et. seq. to enable customers to make informed choices regarding the purchase of electricity services. 52 Pa. Code § 54.1(a).

20. The Commission approved Section 23 in PECO’s Electric Tariff to set forth the requirements for customers to switch to EGSs.

21. According to the Commission-approved tariff, customers were permitted to switch to EGSs and PECO Energy would “accommodate requests to switch in accordance with [Rule 23] and any applicable Commission Orders.” See PECO’s Electric Service Tariff, Section 23.

22. The Legislature and the Commission authorized customers to choose alternative electric suppliers consistent with the Electricity Generation Customer Choice and Competition Act, the regulations promulgated under 52 Pa. Code § 54.1; and PECO’s Commission-approved Electric Service Tariff.

23. The Complainant entered into a contract with Global Power Gas and Electric and Champion Energy under the contract for the rates agreed to.

24. PECO is not the same company as Global Power Gas and Electric and Champion Energy and the rates at issue are not PECO’s.

25. Indeed, pursuant to 52 Pa. Code § 54.5(c), EGSs (such as American Power and Gas) have to provide a written disclosure statement, stating the contract’s terms of service, including the generation charges and variable pricing statement, as well as the EGS’s

address, telephone number, Commission license number and Internet address, if available.

52 Pa. Code § 54.5(c)(11).

26. Additionally, pursuant to 52 Pa. Code § 54.4(b)(10), the billing statements that go out to customers who choose to receive electric supply from an EGS must include the following statements:

(i) Generation prices and charges are set by the electric generation supplier you have chosen.

27. The Complainant was placed on notice through the billing statement that the electric supplier sets the rates and terms charged – not PECO.¹

28. Further, PECO is not a party to the contract between the Complainant and Global Power Gas and Electric and Champion Energy.

29. PECO's Electric Supplier Tariff specifically states at Section 5.4.1:

EGSs shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Direct Access consistent with all applicable laws, PAPUC requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

See PECO's Electric Supplier Tariff, Section 5.4.1.

¹ PECO's billing statement specifically instructs customers to obtain information about switching to an EGS at www.papowerswitch.com. Once there, it states: "*Electric generation suppliers are responsible for posted prices. Please consult the...electric generation supplier for prices, including introductory prices, renewable energy add on options, cancellation policies and any other discounts that may be available to you.*" There is also a consumer alert that states: "**Customers with variable contracts, or those with fixed contracts that have expired and were moved to a variable rate, may see their prices increase.**"

30. In this case, PECO is not a party to the contract between the Complainant and Global Power Gas and Electric and Champion Energy. PECO has no knowledge of the contract and rate agreement the Complainant entered into with Global Power Gas and Electric and Champion Energy and has no visibility into that agreement.

31. The Complainant has not alleged that PECO incorrectly read the meter, which resulted in the incorrect rates.

32. The Complainant has not alleged that PECO incorrectly billed Tango Bistro.

33. The Complainant does not dispute the PECO charges on Tango Bistro's bill.

34. Rather, the only dispute the Complainant alleges is with Global Power Gas and Electric and Champion Energy supplier rates and promises, over which PECO has no control.

35. The Complainant's Complaint, objecting to Global Power Gas and Electric and Champion Energy rates does not allege a violation of any order, law or tariff that can be the basis of any finding against PECO.

36. Administrative Law Judge David Salapa ("ALJ Salapa") reached a similar conclusion in the matter Donald Mulzet v. PPL Electric Utilities Corporation, Docket No. C-2013-2367132 (Order entered July 22, 2013). In that case, the Complainant filed a formal complaint against PPL Electric alleging there were incorrect charges on his bill because various electric suppliers, including Sarko Energy, were charging him higher rates than other suppliers. Id.

37. PPL Electric filed a Preliminary Objection, requesting the matter to be dismissed for legal insufficiency because the allegations in the complaint did not pertain to PPL Electric and only contested the rates charged by the suppliers. Id.

38. ALJ Salapa sustained PPL Electric's Preliminary Objection and dismissed the complaint as follows:

The Complainant has entered into agreements with various EGSs for electric supply and those EGSs have billed him at rates higher than the rates set forth in the agreements. Accepting the facts alleged in the complaint as true for purposes of disposing of its preliminary objections, the Respondent contends that the complaint fails to allege that the Respondent has violated the Public Utility Code, Commission regulations or orders. The Respondent concludes that the complaint is legally insufficient. I agree.

In order to be legally sufficient, a complaint must set forth "an act or thing done or omitted to be done or about to be done or omitted to be done by the respondent in violation, or claimed violation, of a statute which the Commission has jurisdiction to administer, or of a regulation or order of the Commission." 52 Pa. Code §5.22(a)(4). Here, the complaint does not allege any facts that could be construed as a violation by the Respondent of any statute, regulation or order which the Commission has jurisdiction to administer. The complaint is therefore legally insufficient. Id.

39. As stated above, the Complainant has not disputed the meter reading, billing or PECO charges and has only disputed the Global Power Gas and Electric and Champion Energy supplier charges.

40. Accordingly, the Complainant's formal complaint should be dismissed as it fails to set forth a violation by PECO of either the Public Utility Code, the regulations of the PUC or PECO's Electric Service Tariff as required by 52 Pa. Code §5.22(a)(4).

REQUEST FOR RELIEF

WHEREFORE, for the reasons set forth above, PECO Energy Company respectfully requests that your Honorable Commission summarily dismiss the Complainants' formal complaint, and all issues which were raised in the Complaint.

Respectfully submitted,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

TANGO BISTRO, LLC	:	
Complainants	:	
v.	:	DOCKET NO. C-2016-2533030
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

VERIFICATION

I, Shawane L. Lee, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.



Date: March 10, 2016

Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

TANGO BISTRO, LLC	:	
Complainants	:	
v.	:	DOCKET NO. C-2016-2533030
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I, Shawane L. Lee, hereby certify that I have this day served a copy of PECO Energy Company's Preliminary Objection in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Tango Bistro, LLC
Attention: Joseph Baldino
39 Morris Avenue
Bryn Mawr, PA 19010

Dated at Philadelphia, Pennsylvania, March 10, 2016



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

EXHIBIT 1

Botak, Amy:(PECO)

From: eServe@pa.gov
Sent: Wednesday, March 09, 2016 11:21 AM
To: Lee, Shawane L.:(PECO)
Cc: Botak, Amy:(PECO)
Subject: [EXTERNAL] PA PUC eServe Notice

Importance: High

Dear Shawane L Lee,

A(n) **Formal Complaint** has been served in this proceeding. This document is docketed as **C-2016-2533030**.
You may view this document at
Formal Complaint

You are receiving this email because you are a(n) **Respondent** for this case and have agreed to be served electronically. By selecting electronic service (eService), you have agreed that this notification constitutes valid service. Electronic service of any and all documents will be in place of paper service.

Thank You,
Public Utility Commission
Commonwealth of Pennsylvania

** Please do not respond to this automatically generated email.*

PECO ENERGY
EXHIBIT 2

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

*Filing this form begins a legal proceeding and you will be a party to the case.
If you do not wish to be a party to the case, consider filing an informal complaint.*

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name Tango Bistro LLC (Joseph Baldino)

Street/P.O. Box 39 Morris Ave Apt # _____

City Bryn Mawr State PA Zip 19010

County Montgomery

Telephone Number(s) Where We Can Contact You During the Day:

(610) 529-9500 (Work) (484) 680-2537 (mobile)

E-mail Address (optional): Jbaldino@tastetango.com

Utility Account Number (from your bill) 09431-00304

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PECO

RECEIVED
2016 MAR -7 AM 10:24
PA P.U.C.
SECRETARY'S BUREAU

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- | | |
|--|---|
| <input checked="" type="checkbox"/> ELECTRIC | <input type="checkbox"/> WASTEWATER/SEWER |
| <input type="checkbox"/> GAS | <input type="checkbox"/> TELEPHONE/TELECOMMUNICATIONS (local, long distance) |
| <input type="checkbox"/> WATER | <input type="checkbox"/> MOTOR CARRIER (e.g. taxi, moving company, limousine) |
| <input type="checkbox"/> STEAM HEAT | |

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

- The utility is threatening to shut off my service or has already shut off my service.

- I would like a payment agreement.

- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.

- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.

Other (explain).

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

Broker: Global Power Gas & Electric
Principle: Alberino Nicholas
2950 W Cypress Creek Rd Ste 100
Fort Lauderdale, FL 33309
File Number: L14000194023

Champion Energy Services
1500 Rankin Road Suite 200
Houston TX 77073
Pa-Puc A-2009-2124113

On August 20th I was contacted by Tristan Forde from Global Power Gas & Energy about switching my energy provider because the rates were at an "all time low". At this time I entered in an unlawful contract with Champion Energy Services. The Broker Global Power Gas & Energy is not licensed to offer contracts in Pennsylvania. Not knowing this at the time I informed the broker I was in a 36 month contract with Nextera expiring 09/2016. After a verbal discussion and emails. He had persuaded me that "Global" would pay the cost of my early termination fee (ETF) with Nextera if we would start the Champion Energy Contract December 15th 2015. This was designed so that "Global" would not incur a Large ETF. In our verbal conversation about why I had to sign in August and not start in December he said it was a good time to lock in a good rate and I would be able to get a free float down before the contract started should rates drop. In early December (12/10/15 five days before my contract was to start) I contacted Tristan about my rate with champion (.092) and told him the market was much lower then my contract which was about to start. I expressed interest in my "free rate reduction" The following day 12/11/15 he stated he canceled the contract with Champion and I signed a new contract with Guttman Energy to start January 1st 2016. In late January I received the January 8th Statement from Nextera with an ETF of \$6540.80, which my company paid, in order not to adversely affect our credit. During this period I had been leaving messages for Tristan to call me with no reply. At this point I did not know who was to be providing me energy and at what price. I called Guttman Energy who said they rejected my contract and is not my energy provider. I contacted champion they stated that they never offer a free float on a contract. Not knowing Global Power gas and Electric was an un-licensed broker in the state of Pennsylvania I am seeking reimbursement for the ETF I incurred and to be released from my existing contract without incurring any cost. While global is primarily at fault I hold Champion ultimately accountable for not vetting its brokers.

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

- c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

I called the broker Global, Champion and Nextent. none
Can help me resolve

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

E-mail Address (if known) _____

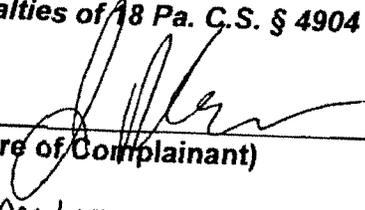
Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. Verification and Signature

You must sign your complaint. Individuals filing a Formal Complaint must print or type their name on the line provided in the verification paragraph below and must sign and date this form in ink. If you do not sign the Formal Complaint, the PUC will not accept it.

Verification:

I Joseph Baldino, hereby state that the facts above set forth are true and correct (or 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).


(Signature of Complainant)

3/1/16
(Date)

Member
Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, Limited Liability Company or political subdivision, the verification must be signed by an authorized officer or authorized employee. If the Formal Complaint is not signed by one of these individuals, the PUC will not accept it.

10. Two Ways to File Your Formal Complaint

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

RECEIVED
2016 MAR -7 AM 10:25
PA P.U.C.
SECRETARY'S BUREAU

Note: Formal Complaints sent by fax or e-mail will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.



MEI 3

**BUSINESS ELECTRICITY AUTHORIZATION
PENNSYLVANIA SMALL COMMERCIAL/INDUSTRIAL SALES**

NOTE: This Business Electricity Authorization, without further required disclosures, is for use with Small Business Customers only. "Small Business Customer" means a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.

SERVICE INFORMATION		
Contract Type: <input checked="" type="checkbox"/> Switching Service Provider <input type="checkbox"/> Renewal		
Business Name ("Customer"):		See attached Addendum A for multiple EDU Account Nos., and Service and Billing Addresses
Contact Name: <u>Joe Baldino</u>		
Email: <u>J.Baldino@nexteraenergy.com</u>		
Primary Phone: <u>610-526-9520</u> Secondary Phone: _____ Fax: <u>610-526-9163</u>		
Duns#: _____ Tax ID #: _____		
Tax Exemption: If a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, NextEra Energy Services will assume that sales to Customer are subject to Taxes and will process Customer's account accordingly.		
Monthly Base Charge: <u>\$0.00</u>		
Price per kWh: See Addendum B	Initial Term of Service: <u>36</u> Months	Start Month/Year: <u>Sep/2013</u>
<p>Agreement, Authorization and Acknowledgement: The contract documents governing Customer's purchase of electricity from NextEra Energy Services (the "Agreement") are comprised of the Electric Sales Terms of Service ("TOS") attached hereto as Exhibit A (version ESMCPATOS010813), this Business Electricity Authorization ("BEA"), which is a part of the Customer's Terms of Service, and any addenda to this BEA. Any capitalized terms not defined in this BEA shall have the meanings set forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA. Any inconsistency between the addenda to the BEA and the BEA shall be governed by such addenda. Customer hereby authorizes NextEra Energy Services, for the duration of this Agreement, to become its competitive retail electricity supplier and to perform the necessary tasks to establish electricity service with NextEra Energy Services. By signing this BEA (facsimile signature accepted as if it were an original), Customer hereby agrees, as of the Effective Date, that Customer has read the Agreement and agrees to the terms and conditions set forth in the Agreement. The undersigned below warrants and represents that he/she is legally authorized to enter into this Agreement on behalf of Customer. This Agreement is not valid or binding unless and until signed by both Parties.</p> <p>Rescission: You may cancel this Agreement at any time before midnight of the third business day after receiving the Disclosure Statement included with this Agreement. To do so, you may call us toll-free at (800) 882-1276, you may fax us toll-free at (800) 627-8813 during the customer service hours referenced in the TOS or you may email us at the email address set forth in the TOS. This right to rescind does not extend to service requests for establishing electric service at a new location.</p>		
Customer - Authorized Signature:	NextEra Energy Services Pennsylvania, LLC:	
Customer Name: <u>Tango Bisho LLC</u>	By: _____	
By: <u>Joe Baldino</u>	Name: _____	
Name: <u>Joe Baldino</u>	Title: _____	
Title: <u>Owner</u>	Effective Date: _____	
Date: _____	Sales Representative/Code: _____	

2016 MAR -7 AM 10:25
 PA P.U.C.
 SECRETARY'S BUREAU

RECEIVED

EGS License Ok. No. A-2008-2060044

20485 State Highway 249, Suite 200, Houston, TX 77070
 Customer Service: 877.628.2890; Fax: 866.620.4392; Email: contracts@nexteraenergyservices.com



PECO MEI 2

BUSINESS ELECTRICITY AUTHORIZATION PENNSYLVANIA COMMERCIAL/INDUSTRIAL SALES Market Energy Index Product

Addendum B

CUSTOMER NAME: _____

PRICING DETAILS:

The Price will equal the product of (the Locational Marginal Price (LMP) for the applicable load zone plus the Retail Adder of **\$53.39** per MWh) and [1 + the Transmission and Distribution Loss Factor], where:

- LMP is expressed in \$/MWh and shall have no minimum price per MWh.
- Transmission & Distribution Loss Factor shall be the applicable loss adjustment provided by the EDC. The "ISO" is PJM.
- The Price excludes Taxes and any "Pass-Through Charges Excluded from Price" checked in the table below, which charges may vary.

Component (PJM)	Included in Price	Pass-Through Charges Excluded From Price
Energy Congestion and ISO Losses	X	
Transmission and Distribution Losses	X	
Renewable Energy Credits for State RPS Requirements, if any	X	
Ancillary Services (excluding RMR)	X	
Generation Deactivation (RMR)	X	
Capacity	X	

Customer's Energy Usage shall be determined for the applicable interval as follows:

- Customers with IWT meters (interval meter data) shall be billed using the actual kWh meter read data provided by the EDC.
- Customers with scalar meters (non-interval meter data) shall be billed using the applicable load profile provided by the EDC to convert the actual kWh meter read usage provided by the EDC into interval usage data.
- Customer's invoice shall be calculated as the sum of the interval amounts for the Billing Cycle. The amount in an interval shall equal the applicable Price for each interval multiplied by Customer's Energy Usage for such interval.

Monthly Base Charge: \$0.00 per Account per month.

Accepted and Agreed:

Customer - Authorized Signature:		NextEra Energy Services Pennsylvania, LLC:	
Customer Business Name: <u>Tango Bistro LLC</u>	Signature: _____	Name: _____	Signature: _____
Signature: <u>[Signature]</u>	Name: _____	Title: _____	Signature: _____
Name: <u>Joe Baldino</u>	Title: _____	Effective Date: _____	Signature: _____
Title: <u>Owner</u>	Effective Date: _____	Sales Representative: _____	Signature: _____
Date: <u>7/26/13</u>			



20455 SH 249 Suite 200
Houston, TX 77070
License No. A-2008-2080044

BILL ACCOUNT NUMBER:
07935-11001

Pay This Amount
AMOUNT DUE
\$8,705.19
DUE DATE:
February 18, 2016

For power outages and other electrical emergencies, call your electric distribution company:

PECO - Elec
2301 Market St
Philadelphia PA 19101
1-800-494-4000
EDC Account Number
0943100304

Charges for Billing Period for Dec 7, 2015 - Dec 8, 2015

Charges for Suppller - Fixed Price		
Energy 0 kWh at \$0.1045 per kWh		
Monthly Base Charge		0.00
Insufficient Fee Notice		0.00
Early Termination Charges		902.88
Total Supplier Charges	7,443.68	6,540.80
Taxes		
Gross Receipts Reimbursement		468.71
State Sales Tax		474.62
Total Taxes	941.33	
Total Energy Charges		\$8,385.01
Total Charges for this Billing Period		\$8,385.01

000045 22



RECEIVED
2016 MAR - 7 AM 10: 25
PA P.U.C.
SECRETARY'S BUREAU



SERVICE ADDRESS:
 TANGO BISTRO LLC
 39 MORRIS AVE
 BRYN MAWR PA 19010

BILLING PERIOD
 Dec 7, 2015 to Dec 08, 2015

BILL ACCOUNT NUMBER:
 07935-11001

Pay This Amount

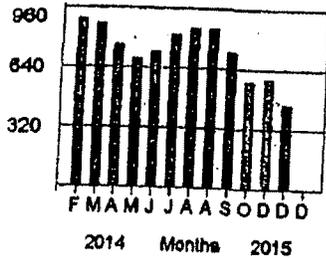
AMOUNT DUE
\$8,705.19

DUE DATE:
 February 18, 2016

20465 SH 249 Suite 200
 Houston, TX 77070
 License No. SA 2008 2060044

Phone: 1-877-528-2890
 Internet/Online Billing: www.nexteraenergyservices.com
 Email Us At: custserv@nexteraenergyservices.com

kWh - Average Per Day



ACCOUNT BALANCE AS OF JAN 18, 2016

Previous Balance	\$320.18
Current Charges	\$8,385.01
Total Amount Due	\$8,705.19

SUMMARY OF CURRENT CHARGES

Total NextEra Energy Svcs Energy Charges	\$7,443.68
Total Taxes	\$941.33
Total Current Charges	\$8,385.01

IMPORTANT MESSAGES

Types of Meter Readings:

Actual	Estimated
Average - Dec 2014	2015
kWh Per Day	939
Yearly Use:	Total
Jan 14 To	Use
Dec 15	227680
	Average
	Monthly
	18973

00061 12

Return this part to address below with a check payable to NextEra Energy Services

Your Bill Account Number

07935-11001

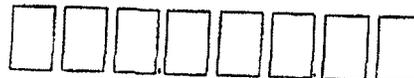
February						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					



Amount Due

\$8,705.19

Amount Enclosed



MB 01 000861 48925 E 7 A



TANGO BISTRO LLC
 39 MORRIS AVE
 BRYN MAWR PA 19010-3335

NextEra Energy Services
 P.O. Box 9001027
 Louisville, KY 40290-1027



27 2200087051920008705199 0793511001

Joe Baldino

To: Joe Baldino
Subject: FW: Follow up email
Attachments: image001.jpg

Begin forwarded message:

From: Tristan Forde <tforde@globalpge.com>
Date: August 20, 2015 at 12:51:36 PM EDT
To: <jbaldino@tastetango.com>
Subject: Follow up email

Joe,

Upon receipt of your electric bills it looks like you may qualify for our special energy aggregation. Because energy prices are at an 11-year low, we are locking you into today's low rate which is coming in around the high .7 cent range. Because we group your business with others in this aggregation, timing is imperative. As of now we have a small window of around 10% space in this aggregation. Please understand the best scenario is to not start the meter read until September 2016, which at that point you will not incur any ETF (Early Termination Fee). Our main concern today is to simply secure this pricing for your business by executing an enrollment. Shall you decide that you want your business to see immediate savings and would like us to handle your ETF, we will reconvene at that time. After enrolling with GPGE one of our account managers will monitor your account.

In order to discuss terms and execute an enrollment, we will speak at 2:30 pm. Please reply to this email if you would like to speak at a different time.

Thank You,

Tristian F.

VP Business Development

Global Power Gas & Electric

2950 W. Cypress Creek Rd. Ste.100

Fort Lauderdale, Fl. 33309

O) 706-372-7555

F) 866-592-3424

tforde@globalpge.com

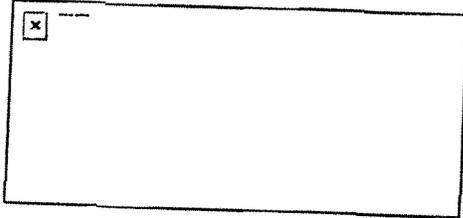
RECEIVED
2016 MAR -7 AM 10:25
PA P.U.C.
SECRETARY'S BUREAU

Fort Lauderdale, Fl. 33309

O) 706-372-7555

F) 866-592-3424

tforde@globalpge.com



RECEIVED



2016 MAR -7 AM 10: 25

Enrollment Form
Matrix Terms of Service
Pennsylvania

PA P.U.C.
SECRETARY'S BUREAU

Customer Information:

Date: 8/15		Confirmation Number:	
Business Type: <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> GP, LLC, LLP, LP <input type="checkbox"/> Other:		Tax Exempt (Certificate Required): <input type="checkbox"/> Certificate Attached <input type="checkbox"/> Reduced Tax Rate: %	
Business Name (legal entity name if a commercial customer): Tango Bistro LLC		DBA (if applicable):	
Customer Contact:			
Name: Joe Baldino		Title: Member	
E-mail: jbalduino@tastetango.com			
Phone: 610-526-9500		Fax:	
FEIN/TIN/SSN: 23-3046518	DUNS #:	Number of Accounts: 1	
Billing Address: <input checked="" type="checkbox"/> Same as Service Address			
Street: _____ City: _____ State: _____ Zip: _____			

Account Number (if more than one account, use Attachment A) 09431-00304			
Service Address:			
Street: 39 Morris Ave			
Utility/EDC Name:		City: Bryn Mawr	State: PA Zip: 19010
<input type="checkbox"/> Penelec	<input type="checkbox"/> Duquesne	<input type="checkbox"/> Met-Ed Co.	<input checked="" type="checkbox"/> PECO
<input type="checkbox"/> Penn Power	<input type="checkbox"/> Allegheny/West Penn Power	Service Class: GS	

Energy Supply Selection:			
Product Type: <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> LMP <input type="checkbox"/> Hybrid (Fixed and LMP)		Energy Supply Rate: Fixed \$0.08637 /kWh (this rate is for your energy generation supply charges)	
Term: <input type="checkbox"/> 6 month <input checked="" type="checkbox"/> 12 month <input type="checkbox"/> 18 month <input type="checkbox"/> 24 month <input type="checkbox"/> 36 month		Energy Supply Rate: LMP LMP Index Adder: \$ /kWh (this rate is not available for customers under 25kW)	
Start Date: 12/15		Hybrid Distribution (this is not available for customers under 25kW): <input type="checkbox"/> 25% Fixed Volume/75% LMP Volume <input type="checkbox"/> 50% Fixed Volume/50% LMP Volume <input type="checkbox"/> 75% Fixed Volume/25% LMP Volume	
Est. Annual Usage in kWh: 328,320		Rep Name/ Channel: GPGE	

Champion reserves the right to not accept the above information, or may require a deposit, for reasons including, but not limited to, the following: (i) information you or your representative (broker/agent) provided is incomplete or inaccurate, (ii) the Energy Supply Rate listed was not authorized by Champion or rates have significantly changed based on market conditions, (iii) there is a prior Champion Agreement with you for the specified Term and Service Address(es), (iv) your account(s) is (are) denied or significantly delayed by the EDC, and (v) your credit profile does not meet Champion's credit approval criteria.

I hereby agree to purchase electricity from Champion and I authorize my account to be switched to Champion. I represent that each of the following is true and accurate: (i) I am an authorized representative of the customer company listed above, (ii) I have the authority to make decisions on behalf of the customer regarding its electric generation supplier (EGS), (iii) the information I have provided in the Enrollment Form is true, complete and accurate, (iv) I am in agreement and will comply with all Terms of Service of the Agreement, and (v) I understand if I cancel or terminate this Agreement outside of the three (3) business days day rescission period or cancel or terminate not due to a material change made by Champion to the Terms of Service, I will be responsible for any and all Early Termination Fees (ETFs) related to the electricity I contracted for per the applicable section of the Agreement.

DocuSigned by:
Buyer: Date: 8/25/2015 Name: Joe Baldino
Signature: 554C90E53D97487... Title: Member

Enrollment Form

Attachment A-Additional Accounts

Company Name: _____

Confirmation Number: _____

Account Information

No.	Account Number	Service Address	Utility	Service Class
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

I hereby confirm that all information on this Attachment A, Enrollment Form, is true, complete and accurate:

Signature: _____ Signed Date: _____ Printed Name: _____



CHAMPION ENERGY SERVICES®

Matrix Terms of Service Pennsylvania

The following Terms of Service, together with your executed Enrollment Form constitute your agreement (collectively, the "Agreement") with Champion Energy Services, LLC ("Champion") for the purchase of electricity service for your non-residential commercial business. Champion agrees to sell and you, as a commercial business customer agree to buy the quantity of electricity delivered to you, as measured or estimated by your Electric Distribution Company ("EDC"). Champion is a licensed Electric Generation Supplier ("EGS") and as such will, in accordance with the terms of this Agreement, arrange for the delivery of electricity from your EDC to the Service Address for the commercial business specified on your Enrollment Form or as specified on Attachment A. Champion sets the Electric Generation Service Charge and the Public Utilities Commission ("PUC") regulates electric distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates electric transmission prices and services. The words "we," "us," "our" and "Party" or collectively as "Parties". Please retain this Agreement for your records.

Definitions:

- **Generation Charge** — Charge for production of electricity.
- **Transmission Charge** — The cost for transporting electricity from the generation source to your electric distribution company.
- **Independent System Operator** — Referred to herein as "ISO".
- **Locational Marginal Pricing** — Referred to herein as "LMP".

Terms of Service

1. **Eligibility:** Champion does not deny electric service or determine eligibility for pricing based on credit history, utility payment data or credit score. Champion does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services. Champion may require a deposit if your credit rating and/or credit history do not meet Champion's approval criteria.

2. **Term of Agreement:** The term ("Term") of this Agreement is as specified on your Enrollment Form. You will buy your electric generation service for the service addresses listed on your Enrollment Form or as may be added from time to time on an Attachment A ("Additional Accounts"). Your electricity service will be switched to Champion on the first available switch date as determined by your EDC for the Term of this Agreement.

3. **Service Metering and Pricing:** All energy delivered hereunder ("Usage") shall be and can only be, measured by the EDC at meters located at each Service Address. Actual Usage shall be the primary method of calculating your monthly charges. However, Champion may use estimated Usage if measurements of actual Usage are not received timely from the EDC. In which case Champion will make appropriate adjustments upon receipt of actual Usage.

Fixed rate customers will pay a fixed rate per kWh as specified on your Enrollment Form for the length of your Term unless sooner terminated or canceled as otherwise provided in this Agreement. This rate includes Generation Charges and Transmission Charges (except where certain Transmission charges are billed directly by the EDC), energy losses, ancillary services, capacity, and renewable portfolio standard rate charges. The rate excludes gross receipts tax, applicable Pennsylvania sales tax or any local tax.

LMP rate customers will pay the applicable ISO real time LMP rate per kWh for the length of your Term unless sooner terminated or canceled as otherwise provided in this Agreement. In addition to the real time LMP rate, you will also pay a LMP Index adder component, which includes, capacity and transmission charges (except where certain transmission charges are billed directly by the EDC), energy losses, ancillary services, ISO fees, congestion and renewable portfolio standard rate charges. The rate excludes gross receipts tax, applicable Pennsylvania sales tax or any local tax. Prices will vary based on market conditions and have unlimited variability. Your price may change from one billing cycle to the next.

All customers are responsible for (i) any and all taxes, whether such tax is a separate pass through line item on an EDC invoice or included in the price of electricity, as required by law, rule or regulation and (ii) any and all EDC Transmission and distribution Charges, as applicable. If you are a tax exempt entity, you must provide Champion with all necessary certificates and supporting documentation to qualify for tax exempt status. If Champion does not receive the required tax exemption certificates and information within thirty (30) days of enrollment, you will need to petition the Commonwealth of Pennsylvania for any tax refunds you believe are due.

4. **Billing and Payment:** Under Utility Consolidated Billing, Champion or the EDC will invoice you the total amount due for electricity delivered to you during each month according to the EDC's billing cycle and meter read. Your invoice will also include all applicable Taxes, EDC and ISO Charges and other charges allowed pursuant to this Agreement and the appropriate EDC tariff which includes, without limitation, when payment is due and late payment charges. If you fail to make payment in accordance with the terms of the EDC's Consolidated Bill, the EDC may switch you to Dual Billing whereby you will subsequently receive one bill from the EDC for delivery charges and one bill from Champion for electricity supply service and related charges.

Under Dual Billing, Champion will separately bill you for electricity as provided by the EDC, subject to any EDC estimates or corrected meter readings. Bills rendered by Champion under Dual Billing shall be due within fifteen (15) days after the bill's postmark. Past due amounts will incur a late payment fee in the amount of 1.5% per month or the maximum allowed by law. You shall be responsible for any and all costs, attorney and legal fees incurred by Champion for the collection of any outstanding balance owed by you. Champion reserves the right to convert you from Utility Consolidated billing to Dual Billing, or from Dual Billing to Utility Consolidated Billing if such a conversion will facilitate more timely billing, collections and/or payment. Champion charges twenty-five dollars (\$25.00) for any transaction not processed due to insufficient funds or credit availability, including checks or Automated Clearing House (ACH).

5. **Security Deposit:** By requesting service, you acknowledge that Champion has the right to check your credit history during the enrollment process. Upon checking your credit history, Champion may determine that a security deposit is required. The security deposit will not exceed a total of three (3) months of estimated electricity usage charges. The amount determined due by Champion shall be paid within ten (10) days of the date the request is made. If you fail to make such a deposit within this timeframe, you will not be enrolled for service with Champion.

6. **Right to Rescind or Cancel Services:** You may rescind this Agreement without fee or penalty of any kind within three (3) business days of receiving this Agreement. To exercise your Right of Rescission, please call Champion at the number provided on the final page of this Agreement. At the time of your call, please provide your name, address, phone number, any applicable account and meter information and a statement that you are rescinding your Agreement under the three (3) business day Right of Rescission afforded you. If you terminate this Agreement after the three (3) business day Right of Rescission has lapsed or for any reason other than due to a material change made by Champion to these Terms of Service, you will incur an Early Termination Fee ("ETF") per the Early Termination terms and ETF Schedule detailed herein.

7. **Expiration of Agreement:** Unless a renewal term greater than one month is established with your affirmative consent prior to the expiration of the Term specified on your Enrollment Form, this Agreement will automatically continue as a variable rate product under the Champion default plan, which is a month-to-month plan with no cancellation penalty. You may also be returned to the EDC for service upon request. While your electricity price under the variable price product will not change more than once a month, it may vary on a month-to-month basis as determined by an hourly market price set by the applicable ISO. The price of the variable product is subject to change without notice for any reason and has unlimited variability. Your actual price will be shown on each monthly statement and will be used to calculate your monthly bill amount based on your actual electricity usage.

8. **No On-Site Customer Generation:** The Energy Supply Rate for the Term specified herein is conditioned on Customer's representation that, as to the Account(s) at the Service Address(es) listed on the Enrollment Form and/or Attachment A, the following are all true and accurate: (i) Customer does not own any on-site generation (except for emergency back-up generation used when the EDC is not capable of delivering energy) or thermal storage capabilities ("On-Site Energy Generation") and (ii) if Customer, at any time during the Term of this Agreement, intends to purchase On-Site Energy Generation equipment or commence operations in furtherance of On-Site Energy Generation and related services, Customer will provide Champion with a minimum of sixty (60) days prior written notice. Customer acknowledges and understands that the use of On-Site Energy Generation during the Term of this Agreement will materially impact both the historical consumption data relied upon by Champion in entering into this Agreement

and Customer's Usage for the remainder of the Term and therefore, use of such On-Site Energy Generation without Champion's written consent is a material breach of this Agreement.

9. **Access to Information:** You understand that by executing this Agreement, Champion will be provided certain basic information about you by the EDC, including, but not limited to, Account nNumber(s), Service Address(es) and telephone numbers, meter read data, rate class and electric usage, and whether or not you are on a budget billing plan or payment arrangement approved by the PUC Bureau of Consumer Services. Additionally, by executing this Agreement you authorize Champion to obtain your credit history and to arrange delivery services by the EDC to the Service Address(es) and Account(s) specified on your Enrollment Form.
10. **Dispute Resolution:** In the event of a disagreement involving the terms of this Agreement, the parties will use their best efforts to resolve the dispute. You should contact Champion Energy, LLC, in writing, at 1500 Rankin Road, Suite 200, Houston, TX 77073 or by telephone at 1-877-404-0842 with any questions or concerns regarding your Accounts. If, after discussing your issue with Champion or the EDC you remain dissatisfied, you may file an informal complaint with the Public Utility Commission. You may file an informal complaint by telephoning the Utility Choice Hotline at 1-800-692-7380, or by writing to the following address: Public Utility Commission, Box 3265, Harrisburg, Pennsylvania 17120.

11. **Early Termination Fees (ETFs):** Upon termination of this Agreement prior to the expiration of the Term (if occurring outside of the three (3) business day Right of Rescission afforded you or your right to terminate as a result of a Champion unilaterally making a material change to the terms of service of this Agreement after the effective date), Champion reserves the right to provide you with an invoice for the sum of all ETFs owed in accordance with the following schedule ("ETF Schedule"). ETFs you will owe Champion are based on your annual historic consumption and your status as either a Fixed Rate or LMP Customer:

ETF Schedule for Fixed Rate Customers:

Annual kWh	ETF Calculator (per remaining month)
< 100,000	\$50 per remaining month
100,001 - 200,000	\$100 per remaining month
200,001 - 300,000	\$150 per remaining month
300,001 - 400,000	\$200 per remaining month
400,001 - 500,000	\$250 per remaining month
500,001 - 600,000	\$300 per remaining month
600,001 - 700,000	\$350 per remaining month
700,001 - 800,000	\$400 per remaining month
800,001 - 900,000	\$450 per remaining month
900,001 - 1,000,000	\$500 per remaining month
1,000,001-2,500,000	\$1,000 per remaining month

ETF Schedule for LMP Customers:

Annual kWh	ETF Calculator (per remaining month)
< 100,000	\$10 per remaining month
100,001 - 200,000	\$20 per remaining month
200,001 - 300,000	\$35 per remaining month
300,001 - 400,000	\$50 per remaining month
400,001 - 500,000	\$60 per remaining month
500,001 - 600,000	\$75 per remaining month
600,001 - 700,000	\$85 per remaining month
700,001 - 800,000	\$100 per remaining month
800,001 - 900,000	\$110 per remaining month
900,001 - 1,000,000	\$125 per remaining month
1,000,001-2,500,000	\$250 per remaining month

All ETFs assessed and invoiced by Champion must be paid by you in accordance with the applicable billing terms of this Agreement. If ETFs are invoiced by Champion and not paid in accordance with the payment terms herein, you are responsible for any and all costs, attorney and legal fees incurred by Champion for the collection of any outstanding amounts owed by you.

12. **Champion's Right to Cancel Service:** In addition to any other rights of termination or cancellation allowed under this Agreement or applicable law, Champion reserves the right to cancel or terminate this Agreement (i) if your EDC is unable to read your meter for three (3) months in a row; (ii) if you fail to make payment in accordance with the terms of this Agreement, or (iii) you fail to meet or comply with any of the material terms, conditions, obligations,

representations or warranties agreed upon under the terms of this Agreement. Champion will provide advance notice to both you and your EDC of Champion's cancellation of this Agreement. You agree to pay for the services provided by Champion Energy through the date you are switched to another EGS or returned to the EDC for service. Your cancellation will not be effective until Champion Energy submits a cancellation request which will then be processed by the EDC.

13. **Limitation of Liability; Disclaimer of Warranties:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CHAMPION EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CHAMPION SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

14. **Governing Law:** This Agreement, and all claims arising out of or relating to its subject matter, shall be exclusively governed by and construed under the internal laws of the Commonwealth of Pennsylvania without regard to principles of conflict of laws.

15. **Assignment:** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, Champion may, without the consent of Customer, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Champion, or (b) assign, pledge or otherwise collateralize its rights under this Agreement to Champion's supplier of certain physical and/or financial commodities. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. Any attempted transfer or assignment in violation of this assignment clause is null and void.

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

17. **No Third Party Beneficiaries; Relationship of the Parties:** There are no third party beneficiaries to this Agreement. The parties agree that this Agreement shall not be construed to constitute or imply a joint venture, partnership or association or the creation or existence of any fiduciary duty, or similar obligation or liability between Champion and you. Champion will not provide and nothing herein will be construed as the provision of advice regarding the value or the advisability of trading in "commodity interests" which would cause Champion or an affiliate to be considered a commodity trading advisor under the Commodity Exchange Act, 7 U.S.C. § 51-25, et seq., as amended.

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

19. **Force Majeure:** Champion shall not be in breach of its obligations under this Agreement to the extent that its failure to perform is caused by forces or circumstances beyond its reasonable control. You acknowledge that certain causes and events outside of Champion's control ("Force Majeure events") may result in interruptions in service for which Champion will not be liable. Champion does not generate, transmit or distribute electricity and therefore, Champion shall not be liable for damages caused by Force Majeure events, including severe weather, flood, fire, lightning, drought, earthquake or other acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, labor troubles, required maintenance work, failure of the ISO or EDC to transmit electricity or perform any of their obligations, or failure of performance of any of Champion's suppliers, vendors or other third parties.

DS
JB

- 20. **UCC:** Except as otherwise provided in the Agreement, the Uniform Commercial Code ("UCC") or such similar collection of statutory provisions as may have been adopted and are in effect in the state of Pennsylvania shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC.
- 21. **Indemnification:** Each Party will indemnify, defend and hold harmless the other Party, its officers, agents, and employees from any claims, damages and actions of any kind arising from personal injury including without limitation, death, tangible property damage or any other damages arising from or out of any event, circumstance, act or incident occurring or existing with respect to the electricity provided pursuant to this Agreement that the indemnifying party caused due to its negligence, willful misconduct, or any action or inaction which gives rise to any liability. You acknowledge that Champion does not own or control any of the transmission or distribution facilities used to deliver the electricity, which is solely the responsibility of the ISO and/or EDC. Champion, therefore, shall not be liable on account of the acts or omissions of such entities for any interruption, failure or delay in the delivery of electricity arising there from. You should contact your EDC in the event of an emergency or outage. These provisions survive the termination or expiration of this Agreement.
- 22. **Acceptance and Amendments:** This Agreement shall not become effective until Champion receives and approves all information contained in Customer's Enrollment Form which Customer has executed representing that all information provided is true and accurate and acknowledging that Customer is in agreement with all Terms of Service. Champion may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such amendment or material change at least thirty (30) days prior to the effective date thereof either with your bill or in a separate mailing. The changes will become effective as of the date stated in the notice provided by Champion unless such change is material and detrimental to you, in which case you may elect to cancel your Agreement. If you elect to cancel this Agreement due to the material and detrimental impact this Amendment will have on you, you must notify Champion of your desire to cancel this Agreement no later than ten (10) days before the effective date of the amendment. You will not be provided with notice of any changes or amendments that benefit or positively impact you. Champion can supply you with a current version of this Agreement annually and upon written request. Except as stated herein, neither party may alter, deviate or change these Terms of Service without a written amendment being drafted, mutually agreed upon and executed by both Champion and Customer.
- 23. **Regulatory Events:** If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Champion to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing prior to the date of the Regulatory Event, then Champion shall be permitted to either pass through the economic effects of such Regulatory Event to you or terminate this Agreement by providing you with thirty (30) days notice. For the avoidance of doubt, an increase in the rate for Network Integration Transmission Service by the ISO as approved by the FERC shall be a Regulatory Event.
- 24. **Entirety of Agreement:** It is the intention of the Parties that this Agreement, together with any and all attachments, including the Enrollment Form attached hereto or incorporated by reference (collectively, the "Agreement") shall contain all terms, conditions and protections in any way related to or arising out of, the sale and purchase of the electricity. This Agreement supersedes all prior agreements between the Parties, whether written or oral, as to the Service Addresses and Accounts specified herein and within the attached Enrollment Form and related attachments.
- 25. **Representations and Warranties:** Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) it has not filed, does not plan to file or had any bankruptcy proceeding filed against it; (c) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (d) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (a) the information provided on your Enrollment Form concerning your Service Address(es) and Accounts are true, complete and correct; (b) you are authorized to switch your electric generation service for the Service Addresses and Accounts you have designated in the Enrollment Form; (c) any transactions entered into by you related to this Agreement are understood by you and made at your sole election in the exercise of independent judgment and you assume any risk associated with them; (d) you are executing this Agreement as a nonresidential customer; (e) you intend to operate your commercial business in substantially the same manner as you have in the previous 12 months and your Usage during the previous 12 month period reasonably reflects your anticipated consumption to the Term of this Agreement; (f) you understand that a material increase or decrease in Usage will have a detrimental financial impact on Champion; and (g) you acknowledge Champion's right to invoice you for the cost of providing the supply and services for such material variances in Usage.

OS
JB



CHAMPION
ENERGY SERVICES*

Matrix Terms of Service Contact Information

Electric Generation Supplier:

Champion Energy Services, LLC
1500 Rankin Road; Suite 200, Houston, TX 77073
Toll-Free Telephone: 1-877-404-0842
www.championenergyservices.com
commercialcare@championenergyservices.com

PA PUC License A-2009-2124113

Public Utility Commission:

Pennsylvania PUC
PO BOX 3265
Harrisburg, PA 17105-3265
Utility Choice Hotline: 1-800-692-7380
www.puc.state.pa.us
www.papowerswitch.com

Pennsylvania Utilities-Electric Distribution Company:

For Emergencies, Outages, and Equipment Service, Contact your EDC.

PPL Electric Utilities
827 Hausman Road
Allentown, PA 18104
Toll Free Telephone: 1-800-342-5775
www.pplelectric.com

Metropolitan Edison: Met-Ed Co.
2800 Centre Ave
Reading, PA 19605
Toll Free Telephone: 1-800-545-7741
www.firstenergycorp.com/met-ed

Duquesne Light Company: Duquesne
411 Seventh Avenue (6-1)
Pittsburgh, PA 15219
Toll Free Telephone: 1-888-393-7000
www.duquesnelight.com

West Penn Power
800 Cabin Hill Dr.
Greensburg, PA 15601

Toll Free Telephone: 1-800-255-3443
www.alleghenyenergy.com

PECO
2301 Market Street
Philadelphia, PA 19101
Toll Free Telephone: 1-800-494-4000
www.peco.com

Pennsylvania Electric: Penelec
405 Plank Road
Atlanta, PA 16602
Toll Free Telephone: 1-800-545-7741
www.firstenergycorp/penelec

Pennsylvania Power: Penn Power
1 E Washington St.
New Castle, PA 16011
Toll Free: 1-800-720-3600
www.firstenergycorp.com/penn_power

Universal Utility Assistance Programs:

Programs provided by your EDC for customer on a limited or fixed income to assist them with utility bills.

Contact:

- PPL at 1-800-342-5775
- PECO at 1-800-744-7070
- Met-Ed at 1-800-962-4848
- Penelec at 1-800-962-4848
- West Penn at 1-800-207-1250
- Duquesne at 1-888-393-7600
- Penn Power at 1-800-720-3600

08
JB



12/11/2015

PRICING CONFIRMATION POWER - PA

The following Pricing Confirmation ("Pricing Confirmation"), together with the Electricity Terms and Conditions - PA Commercial/Industrial ("T&C"), constitute the Agreement ("Agreement") between Guttman Energy, Inc. ("Company") and the customer specified in this Pricing Confirmation ("Buyer"). Company and Buyer are sometimes individually referred to herein as a "Party" or collectively as the "Parties."

Buyer authorizes Company to enroll accounts listed on this Pricing Confirmation with EGS based on the Term specified herein.

*All fields below must be completed. Email address will only be used for communication between Company and Buyer.

BUYER INFORMATION						
COMPANY LEGAL NAME	Tango Bistro, LLC.					
CONTACT NAME	Joe Baldino					MAR 7 2016
BILLING ADDRESS	39 Morris Ave					PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU 19010
	CITY	Bryn Mawr	STATE	PA	ZIP CODE	
CONTACT PHONE NUMBER	610-526-9500		CONTACT EMAIL ADDRESS	jbaldino@tastetango.com		

PRODUCT INFORMATION		REQUESTED START DATE	EDC	PRICE	TAX EXEMPT
PRODUCT	TERM	01/01/2016	PECO	\$0.06400	<input type="checkbox"/> NO <input type="checkbox"/> YES (Certificate Required)
Fixed Price*	<input type="checkbox"/> 12 Months <input checked="" type="checkbox"/> 24 Months <input type="checkbox"/> 36 Months <input type="checkbox"/> ___ Months				

*Included in the fixed price: ENERGY, LOSSES, CAPACITY, RENEWABLE PORTFOLIO STANDARDS, ANCILLARY SERVICES and TRANSMISSION
Gross receipts tax is NOT included in the fixed price.

Buyer hereby acknowledges and represents that Buyer is NOT a "Small Regulated Customer." A "Small Regulated Customer" is a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, AND whose maximum registered peak load was LESS THAN 25 kW within the last 12 months.

Guttman Energy reserves the right to reject any account in its sole discretion, including but not limited to reasons: pricing has expired, the customer does not pass credit, the start date is sooner than permitted by the LINC to switch, or if any item on the pricing confirmation is not satisfactorily completed.

By signing this confirmation page, Buyer acknowledges that they have read and agreed to the Terms & Conditions included.

Buyer: Tango Bistro LLC
 Printed Name: Joe Baldino
 Title: Owner
 Signature: Joe Baldino
 Date: Dec 11, 2015

Guttman Energy, Inc.
 Printed Name: Michael Young
 Title: VP & GM
 Signature: _____
 Date: _____

ELECTRICITY SUPPLIER		
Guttman Energy	855-298-6839	3117 Washington Pike, Suite 550, Bridgeville, PA 15017
EDC / Provider of Last Resort		
Utility	Phone Number	Address
Duquesne Light (DQEL)	412-393-7100	411 Seventh Ave, Pittsburgh, PA 15219
Penn Power (First Energy)	800-720-3600	Box 3638, Akron, OH 44309
West Penn Power (First Energy)	800-686-0021	Box 3615, Akron, OH 44309
PECO - Philadelphia Electric	800-894-4000	2301 Market Street, P.O. Box 8699, Philadelphia, PA 19101
PP&L - PA Power & Light	800-342-5775	Two North Ninth Street, Allentown, PA 18101
MetED (First Energy)	800-545-7741	200 Joutsville Pike, Reading, PA 19612
Penelec (First Energy)	800-545-7741	Box 3638, Akron, OH 44309
Public Utility Commission of Pennsylvania	800-692-3265	P.O. Box 3265, Harrisburg, PA 17105-3265

Electricity Terms and Conditions – PA Commercial SF

The following Electricity Terms and Conditions – PAESF ("T&C"), together with an executed Pricing Confirmation constitute the Agreement ("Agreement") between Guttman Energy, Inc. ("Company"), a Pennsylvania corporation headquartered at 200 Speers Street, Belle Vernon, PA, 15012, and the customer specified in the Pricing Confirmation ("Buyer"). Company and Buyer are sometimes individually referred to herein as a "Party" or collectively as the "Parties."

1. Overview: These T&C apply to the sale of electricity ("Electricity") by Company to Buyer as more fully set forth in the Pricing Confirmation(s) attached hereto. In the event of a conflict between a Pricing Confirmation and these T&C, the Pricing Confirmation shall control, but only as to the transaction(s) set forth therein. Buyer is obligated to purchase and receive, and Company is obligated to sell and provide, the Electricity as specified in the Pricing Confirmation(s) for the Buyer's Service Locations identified on the Pricing Confirmation(s). Buyer acknowledges that: (a) Buyer is legally authorized to select or change Electricity services for the Buyer's Service Locations; (b) Buyer is entering into the Agreement for its own account based upon its own judgment; (c) Buyer is not a residential customer, (d) Buyer has read, understands and accepts the terms, conditions and risks of this Agreement. Title to, control, possession and risk of loss of the Electricity shall pass from Company to Buyer at the delivery point of the applicable EDC as specified in the Pricing Confirmation(s).

Company is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation services in Pennsylvania. Company's PUC license number is A-2013-2374944. Generation prices and charges are set by the electric generation supplier Buyer has chosen. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates transmission prices and services.

DEFINITIONS

- **Generation Charge:** The charge for producing Electricity. Generation service is competitively priced and is not regulated by the PUC. If Buyer purchases Electricity from an electric supplier, Buyer's generation charge will depend on the contract between Buyer and Buyer's supplier.
- **Transmission Charge:** The cost for transporting Electricity from the generation source to the EDC.
- **Price:** Buyer will pay a fixed price per kWh for electric generation service. The price will remain the same during number of months (noted as "Term") as stated on the Pricing Confirmation form. The rate excludes gross receipts tax, applicable Pennsylvania sales tax or any local tax.

2. Term and Renewals: Company shall use commercially reasonable efforts to enroll Buyer on the first meter read date that falls on or after the Service Start Date as per the Pricing Confirmation. Buyer acknowledges that the start of service is dependent upon confirmation by the electric distribution company ("EDC") of the completion of all required switching and enrollment processes. Company shall not be liable for any lost savings or lost opportunity of Buyer, including without limitation as a result of a delay in service commencement due to actions or inactions of any third party, including any EDC.

Service shall continue for the Term as stated on the Pricing Confirmation through the meter read date in the last month ("Service End Date") unless sooner terminated as provided hereunder. At the end of the Term, if Buyer and Company have not entered into any written modification, amendment or renewal of the Agreement and if Buyer has not elected to obtain service from another Electric Generation Supplier ("EGS"), the Agreement shall automatically continue on a month-to-month basis ("Auto-Renewal Term"), at a monthly rate as determined by Company. The Auto-Renewal Term will remain in effect until the parties enter into a new agreement, or the Auto-Renewal Term is terminated by Buyer or Company upon at least thirty (30) days written notice. During the Term and for any Auto-Renewal Term period, Buyer hereby appoints Company to act, for all purposes, as its sole EGS for each of Buyer's Service Locations, and other than those duties set forth in this Agreement, this appointment does not impose any other duties on Company.

3. Billing and Payment: Company or EDC will invoice Buyer monthly for the actual quantity of Electricity used during the billing period, as reported by the EDC, as well as any other amounts owed by Buyer. In the event actual quantities are not available by the EDC for a month or longer, the Company reserves the right to estimate quantities for the purpose of billing. Unless otherwise set forth in the EDC's invoice or tariff, payment-in-full is due twenty (20) days from the date of the invoice. If Buyer fails to remit payment due to Company in full in any month, interest will be assessed on any undisputed and delinquent balance at the lower of one and one half (1.5%) percent per month or the highest rate allowed by law. If EDC is invoicing Buyer, then Buyer is subject to the EDC's billing and payment terms, including any late fees, as specified by the EDC in its separate terms and conditions. In addition to and not in limitation of the provisions set forth in Section 8 below, the obligations to make payments due hereunder shall survive the termination or expiration of this Agreement.

4. Taxes: Buyer is responsible for any and all federal, state and local taxes, including any associated penalties and interest, whether such tax is a separate pass through line item on an invoice (including but not limited to gross receipts taxes, transactional taxes or other governmental or regulatory imposed taxes or surcharges to which Buyer may be subject) or included in the price of Electricity hereunder, as required by applicable law or regulation ("Taxes"). To the extent Buyer is claiming tax exempt entity status, Buyer must provide all documentation and certificates to evidence such status as requested by Company and Buyer will be liable for any Taxes assessed against Company because of Buyer's failure to timely provide or properly complete any such documentation. Buyer will reimburse Company for any Taxes that Company is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Company harmless from any liability against all Buyer's Taxes. In addition to and not in limitation of the provisions set forth in Section 8 below, the obligations with respect to Taxes accrued during the Initial Term or Auto-Renewal Term of this Agreement shall survive the termination or expiration of this Agreement.

5. Deposits: Unless otherwise set forth in a Pricing Confirmation, upon a termination of service, any deposits previously provided by Buyer shall be processed as a credit applied against any outstanding balance of Buyer, and only after all of Buyer's obligations to Company are paid in full shall any remaining deposit be returned (via check) to Buyer.

6. Event of Default: "Default" means, (i) the failure of a Party to make, when due, any payment that is required under this Agreement; any representation or warranty made by a Party that proves to be false or misleading in any material respect; (ii) the failure of a Party to perform its obligations under this Agreement, except to the extent such failure is excused by a Force Majeure event; (iii) Buyer's failure to cooperate with Company as reasonably required in order for Company to perform its obligations under this Agreement; (iv) Buyer's failure to provide credit assurance(s) to Company within seven (7) days of being requested to do so by Company; or (v) any early termination of this Agreement by Buyer.

7. Company Remedies: In the event of a Default by Buyer, Company may: (i) suspend performance; (ii) upon written notice, accelerate any or all amounts owing between the Parties and terminate any or all Pricing Confirmations and/or this Agreement; (iii) collect a settlement amount by calculating all amounts due to Company for the Close-out Value (defined below) for each Pricing Confirmation being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the Buyer to Company will be paid within three (3) business days of written notice from Company. "Close-out Value" is the sum of (a) the amount due to Company regarding the actual or estimated quantities of Electricity remaining to be delivered as stated in the applicable Pricing Confirmation during the relevant period or, if applicable, the current Term, calculated by determining the difference between the purchase price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the Company for terminating the Pricing Confirmation, including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, and/or transaction costs. "Market Price" means the price for similar quantities of Electricity at the load zone of applicable EDC during the relevant period or Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by Company in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Pricing Confirmation(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Company may, but need not, physically liquidate a Pricing Confirmation or enter into a replacement Pricing Confirmation to determine Close-out Value or Net Settlement Amount. The Buyer is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

8. Termination: This Agreement may be terminated at any time after the date hereof by either Party if there has been an Event of Default that is not cured within fifteen (15) calendar days of the defaulting Party's receipt of written notice from the

non-defaulting Party.

In addition to other rights and remedies, in relation to a Default by Buyer, Company may withhold its provision of services and Pricing hereunder (such that Buyer's account is transferred to EDC, as applicable).

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except (i) for the payment by the owing Party of any sums due and owing to the other Party for services rendered prior to the date of termination and/or any amounts pursuant to Section 7 above, (ii) any confidentiality obligations of either Party which has arisen hereunder and (iii) any other obligation hereunder which by its nature survives the termination of this Agreement.

9. Dispute Procedures: Contact Company with any questions concerning this Agreement or any terms of service from Company. Buyer may call the PUC if Buyer is not satisfied after discussing with Company. Contact information can be found on the Pricing Confirmation.

10. Customer Information Release Authorization: By entering into this Agreement for Electricity supply with Company, Buyer understands and agrees to its terms. Buyer authorizes Company to obtain from Buyer's EDC certain information that Company needs to provide service to Buyer including, but not limited to, address, telephone number, account numbers, billing and payment history, historical and future usage, meter readings and demand. Company will not give or sell Buyer's personal information to any unaffiliated party without Buyer's consent unless Company is required to do so by law or it is necessary to enforce this Agreement, or in connection with a merger or sale of Company. Company reserves the sole right to determine if Buyer's credit standing is satisfactory before accepting Buyer's enrollment request.

11. Force Majeure: Company will make commercially reasonable efforts to provide Buyer's commodity service, but does not guarantee a continuous supply. Certain causes and events are out of Company's reasonable control and may result in interruptions in service. Company is not responsible for transmitting or distributing commodity. In the event of a power outage, Buyer should contact its EDC. Buyer agrees that Company is not liable for damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the PUC or applicable regional transmission organization), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDC or any other cause beyond Company's reasonable control. In addition, Buyer may be required to pay any additional or increased fees or charges that are generally beyond Company's reasonable control including, but not limited to, fees for switching, disconnecting, reconnecting or maintaining service or equipment, transmission or transmission-related charges, or other regulatory charges that are imposed by law, rule, regulation or tariff, or PUC or FERC rule or order. These charges or fees will be passed through to Buyer and added to Buyer's price.

12. Limitation of Liability: EXCEPT WITH RESPECT TO REMEDIES OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY IS LIMITED TO ACTUAL DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. TO THE EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO ELECTRICITY SOLD HEREUNDER.

THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT MAY BE SUPPLIED FROM A VARIETY OF SOURCES AND NO REPRESENTATIONS OR WARRANTIES ARE MADE BY COMPANY WITH RESPECT TO SUCH ELECTRICITY OR OTHERWISE HEREUNDER. COMPANY'S WARRANTIES ARE LIMITED TO THOSE EXPRESSLY SET FORTH BELOW AND COMPANY EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS IS AN AGREEMENT BETWEEN MERCHANTS. BUYER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST COMPANY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

13. Venue: Buyer and Company agree that all civil actions or proceedings (including any action/proceeding in small claims court) arising in connection with this Agreement or related in any way to the provision or cessation of services(s) provided hereunder shall be tried and litigated exclusively in the State and Federal courts in Pennsylvania.

Neither this section, nor this Agreement, shall eliminate Buyer's and Company's right to file a complaint with the PUC.

14. Material Adverse Change: If any laws, orders, decrees, regulations, rules, ISO design or structure, tariffs, PJM Reliability Pricing Model Auction rates, Capacity Performance charges, Network Integrated Transmission Service, or any other administrative, legislative or judicial decisions are passed, modified, implemented or interpreted by judicial or regulatory order, administrative proceeding or legislative enactment ("Change In Law"), which creates additional costs not included in the applicable pricing set forth in the Pricing Confirmation or increases in the cost components of the pricing ("Incremental Charges"), then Company may pass through such Incremental Charges to be paid by Buyer in addition to the applicable pricing set forth in the Pricing Confirmation and in accordance with the payment terms in this Agreement. If a Change in Law relating to this Agreement occurs that renders Company's performance unenforceable or illegal, as determined by Company in a commercially reasonable manner, Company shall have the right to terminate each affected Pricing Confirmation upon thirty (30) days' notice, if and to the extent practicable, without the consent of the Buyer.

If Buyer has a change in operation that results in a 100% or greater change in monthly Electricity usage and/or capacity or transmission obligations, Company reserves the right to pass-through any increases in cost that results from such change.

15. Assignment: Buyer may not assign this Agreement without Company's prior written consent. Company may, without Customer's consent: (a) transfer or sell this Agreement or Buyer's account in connection with any financing; (b) transfer this Agreement to any of its affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of Company's assets or business; and (d) transfer this Agreement to another EGS licensed by the PUC. If Company assigns this Agreement to another EGS, Company will provide Buyer written notice prior to Buyer's next bill, including (i) a statement that following the assignment Buyer's service will continue under the same rates, terms and conditions established under this Agreement and (ii) the EGS's name, telephone number and address. After assignment, Company will have no further obligations under this Agreement. This Agreement is binding upon Buyer and Company, and will further bind each of Buyer's successors and permitted assigns.

16. Waiver: No waiver by either Party of any default or defaults by the other Party under this Agreement shall operate as a waiver of a future default or defaults, whether of a like or different character of nature. No delay or failure by Company in enforcing any part of this Agreement shall be deemed a waiver of any of its rights or remedies.

17. Severability: The various provisions of this Agreement are severable. The invalidity, illegality or unenforceability of any portion or provision shall not affect the validity, legality or enforceability of any other portion or provision of this Agreement.

18. Notices and Correspondence: Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to the appropriate address of Buyer or Company as specified in the Pricing Confirmation. Notice sent by facsimile or other electronic means shall be deemed to have been received by the close of business on the day on which it was transmitted or such earlier time as it is confirmed received by the other Party. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier time as it is confirmed received by the receiving Party. Notice delivered by mail shall be deemed to have been received at the end of the third business day after the date of mailing by prepaid first class mail, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile or other electronic means.

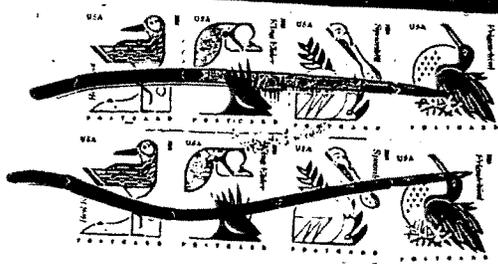
19. Entire Agreement: This Agreement, including any Pricing Confirmation(s) referenced herein, contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, covenants or understanding other than those expressly set forth herein. This Agreement may only be amended by a written instrument executed by the Parties and any modifications must be agreed to in writing by Company and Buyer. The Parties agree that the relationship between the Parties shall be that of independent contractors.

20. Applicable Law: As to all matters of construction and interpretation, this Agreement shall be construed, interpreted and governed under and by the internal substantive laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions. This Agreement may be executed in one or more than one counterpart, including by facsimile, and each executed counterpart shall be considered an original, all of which together shall constitute one and the same Agreement.

Signature: Joe Baldino
Joe Baldino (Dec 11, 2015)

Email: jbaldino@tastetango.com

Tango
39 Morris Ave
Bryn Mawr Pa 19010



Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pa 17120