

NRG Retail Northeast
3711 Market Street Suite 1000
Philadelphia, PA 19104

December 9, 2016

RECEIVED

VIA Federal Express

Ms. Rosemary Chiavetta
Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

DEC 09 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Green Mountain Energy Company Natural Gas License Application

Dear Secretary Chiavetta:

Green Mountain Energy Company ("Green Mountain"), a licensed Electric Generation Supplier (License No. A-2011-2229050), submits the enclosed application seeking a natural gas supplier license to serve residential and small commercial customers in the service territories of Columbia Gas of PA, Peoples Natural Gas Company, Peoples Gas – Equitable Division, Peoples Gas – TWP, National Fuel Gas, PECO, Philadelphia Gas Works (PGW), UGI Utilities, UGI Central Penn, and UGI Penn Natural.

Enclosed please find our completed application form and various supporting attachments.

Green Mountain requests that the Commission grant Attachment C of this application confidential/proprietary status. The attachment contains competitively sensitive information that Green Mountain does not disclose on any of its public reporting. Green Mountain has marked Attachment C CONFIDENTIAL. A check for our filing fee of \$350.00 is also included.

Should you have any questions or require additional information, please contact me at 301.509.1508 or via email at lgibbons@nrg.com.

Sincerely,

Leah Gibbons
Director Regulatory Affairs

Enclosures

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Green Mountain Energy Company, d/b/a _____, for approval to offer, render, furnish, or supply natural gas supply services as a(n) supplier to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

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

Green Mountain Energy Company
3711 Market St. Suite 1000
Philadelphia, PA 19104
www.greenmountainenergy.com
Phone: 800-286-5856
Fax: 800-520-8189

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

N/A

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

Leah Gibbons
Director, Regulatory Affairs
3711 Market St. Suite 1000
Phone: 301-509-1508
Fax: 832-584-2148
NERetailRegulatory@nrg.com

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

Deanne M. O'Dell, Esquire
Eckert Seamans Cherlin & Merlot, LLC
213 Market St. 8th Floor
Harrisburg, PA 17101
Phone: 717-255-3744
Fax: 717-237-6019

*Note: Eckert Seamans Cherlin & Merlot, LLC does not represent applicant for any issues involving Philadelphia Gas Works. For those issues, please contact Green Mountain Energy Company directly.

e. CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: Provide the name, title, address, telephone number, fax number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Natural Gas Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed NGSS.

Primary: Sara Hudson
Customer Service Supervisor
3711 Market St. Suite 1000
Philadelphia, PA 19104
Phone: 267-295-5825
Fax: 800-520-8189
sara.hudson@nrg.com

Secondary: Marion Forsythe
Senior Manager, Customer Service
3711 Market St. Suite 1000
Philadelphia, PA 19104
Phone: 267-295-5533
Fax: 800-520-8189
marion.forsythe@nrg.com

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

2. BUSINESS ENTITY FILINGS AND REGISTRATION

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

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

Provide a copy of the Applicant's filing with Pennsylvania's Department of State Pursuant to 54 Pa. C.S. §311.

Or

The Applicant will not be using a fictitious name.

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

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

The Applicant is a sole proprietor.

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

Or

The Applicant is a:

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

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- * If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

or

The Applicant is a:

- domestic corporation (15 Pa. C.S. §1308)
- foreign corporation (15 Pa. C.S. §4124)
- domestic limited liability company (15 Pa. C.S. §8913)
- foreign limited liability company (15 Pa. C.S. §8981)
- Other (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.
- Give name and address of officers.

See Attachment A

3. AFFILIATES AND PREDECESSORS

(both in state and out of state)

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

Green Mountain currently has no affiliates that are currently applying to do business in PA; as indicated in Attachment B, GME has several affiliates already licensed to do business in PA. None of our affiliates are jurisdictional public utilities.

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

Applicant does not have any predecessors

4. OPERATIONS

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

Definitions

- Supplier – an entity which provides natural gas supply services to retail gas customers utilizing the jurisdictional facilities of an natural gas distribution company
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of natural gas but does not take title to the natural gas.

- The Applicant is presently doing business in Pennsylvania as a
- natural gas interstate pipeline
 - municipality providing service outside its municipal limits
 - local gas distribution company
 - retail supplier of natural gas services in the Commonwealth
 - a natural gas producer
 - a broker/marketer engaged in the business of supplying natural gas services
 - Other. (Identify the nature of service being rendered)
Operating as an active EGS, License # A-2011-2229050

or

- The Applicant is not presently doing business in Pennsylvania.

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

- Supplier or Aggregator of natural gas services
- Municipal supplier of natural gas services
- Cooperative supplier of natural gas services
- Broker/Marketer engaged in the business of supplying natural gas services
 - Check here to verify that your organization will not be taking title to the natural gas nor will you be making payments for customers.
- Other (Describe):

c. PROPOSED SERVICES: Describe in detail the natural gas supply services which the Applicant proposes to offer.

Green Mountain Energy Company intends to supply natural gas to retail customers in the Commonwealth of Pennsylvania

d. PROPOSED SERVICE AREA: Check the box of each Natural Gas Distribution Company for which the Applicant proposes to provide service.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Columbia | <input checked="" type="checkbox"/> Philadelphia Gas Works |
| <input checked="" type="checkbox"/> National Fuel Gas | <input checked="" type="checkbox"/> UGI Central Penn |
| <input checked="" type="checkbox"/> PECO | <input checked="" type="checkbox"/> UGI Penn natural |
| <input checked="" type="checkbox"/> Peoples Gas – Equitable Div. | <input checked="" type="checkbox"/> UGI Utilities |
| <input checked="" type="checkbox"/> Peoples Natural Gas | <input type="checkbox"/> Valley Energy |
| <input checked="" type="checkbox"/> Peoples TWP | <input type="checkbox"/> All of the above |

e. CUSTOMERS: Applicant proposes to provide services to:

- Residential Customers
- Small Commercial Customers - (Less than 6,000 Mcf annually)
- Residential and Small Commercial as Mixed Meter **ONLY (CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE)**
- Large Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above (Except Mixed Meter)
- Other (Describe):

f. START DATE: Provide the approximate date the Applicant proposes to actively market within the Commonwealth.

Upon approval of Green Mountain's application and completion of certification with the NGDCs.

5. COMPLIANCE

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

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

See Confidential Attachment C

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

See Confidential Attachment C

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

See Confidential Attachment C

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

See Confidential Attachment C

6. PROOF OF SERVICE

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.
(Example Certificate of Service is attached at Appendix C)

See Attachment D

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

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

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

Office of the Small Business Advocate
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101

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

Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2 West
Harrisburg, PA 17120

b.) **NGDCs:** Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, provide Proof of Service of the Application and attachments upon each of the Natural Gas Distribution Companies the Applicant proposed to provide service in. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14. Contact information for each NGDC is as follows.

<p>Columbia Gas of PA, Inc. Michele Caddell 290 W. Nationwide Blvd. Columbus, OH 43215 PH: 614.460.6841 FAX: 614.460.8447 e-mail: mcaddell@nisource.com</p>	
<p>Peoples Natural Gas – Equitable Division Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483 FAX: 716.857.7479 e-mail: wolfordd@natfuel.com</p>
<p>The Peoples Natural Gas Company Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 PH: 215.841.6452 Email: carlos.thillet@exeloncorp.com</p>
<p>Peoples TWP LLC (Formerly T. W. Phillips) Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>Philadelphia Gas Works Nicholas LaPergola 800 West Montgomery Avenue Philadelphia, PA 19122 PH: 215.684.6278 email: nicholas.laperqola@pgworks.com</p>
<p>UGI Central Penn David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>	<p>UGI David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>
<p>Valley Energy Inc. Robert Crocker 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: bobc@ctenterprises.org</p>	<p>UGI Penn Natural David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>

7. FINANCIAL FITNESS

- a. **BONDING:** In accordance with 66 Pa. C.S. Section 2208(c), no natural gas supplier license shall be issued or remain in force unless the applicant or holder furnishes a bond or other security in a form and amount to ensure the financial responsibility of the natural gas supplier. The criteria used to determine the amount and form of such bond or other security shall be set by each NGDC. Provide documentation that the applicant has met the security requirement of each NGDC by submitting the letters sent by the NGDCs stating what bonding amounts they require.

This item is pending. Green Mountain Energy Company has contacted each of the natural gas distribution companies included in this application and will provide proof of compliance with bonding/requirements as soon as possible

- b. **FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
- Applicant's accounting statements, including balance sheet and income statements for the past two years.
- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.
- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
- Audited financial statements exhibiting accounts over a minimum two year period.
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

See Confidential Attachment C and Attachment E

- c. **SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

N/A

- d. **BROKER PAYMENT STRUCTURE:** If applicant is a broker/marketer, explain how your organization will be collecting your fees.

N/A

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

John McDonnell
Accounting Director
3711 Market St, Suite 1000
Philadelphia, PA 19104
Phone: 267-295-9331

- f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix D to this application.

All sections of the Tax Certification Statement must be completed. Absence (submitting N/A) of any of the TAX identifications numbers (items 7A through 7C) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

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

See Attachment F

8. TECHNICAL FITNESS:

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

- a. **EXPERIENCE, PLAN, STRUCTURE:** such information may include:
- Applicant's previous experience in the natural gas industry.
 - Summary and proof of licenses as a supplier of natural gas services in other states or jurisdictions.
 - Type of customers and number of customers Applicant currently serves in other jurisdictions.
 - Staffing structure and numbers as well as employee training commitments.
 - Business plans for operations within the Commonwealth.
 - Any other information appropriate to ensure the technical capabilities of the Applicant.

See Confidential Attachment C and Attachment G

- b. **PROPOSED MARKETING METHOD** (check all that apply)

- Internal – Applicant will use its own internal resources/employees for marketing
- External NGS – Applicant will contract with a **PUC LICENSED NGS**
- Affiliate – Applicant will use a **NON-NGS affiliate that is a nontraditional marketer and/or marketing services consultant**
- External Third-Party – Applicant will contract with a **NON-NGS third party nontraditional marketer and/or non-selling marketer**
- Other (Describe):

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

- Yes
 No

If yes, will the Applicant be using verification procedures?

- Yes
 No

If yes, describe the Applicant's verification procedures.

See Confidential Attachment C

d. **OVERSIGHT OF MARKETING:** Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors.

See Confidential Attachment C

e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience.

See Attachment G

9. DISCLOSURE STATEMENT:

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

DISCLOSURE STATEMENTS: If proposing to serve Residential and/or Small Commercial (less than 6,000 Mcf annually) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix E to this Application.

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

See Attachment H

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 62.114.

AGREED

- b. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission:

- Reports of Gross Receipts: Applicant shall file an annual report with the Commission on an annual basis no later than April 30th following the end of the calendar year per 52 Pa. Code § 62.110.

AGREED

- c. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa. C.S. § 2208(d). Transferee will be required to file the appropriate licensing application.

AGREED

- d. **ANNUAL FEES:** The Public Utility Code authorizes the PUC to collect an annual fee of \$350 from suppliers, brokers, marketers, and aggregators selling natural gas in the Commonwealth of PA, and a supplemental fee based on annual gross intrastate revenues, applicable to suppliers only.

ACKNOWLEDGED

- e. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur to the information upon which the Commission relied in approving the original filing. See 52 Pa. Code § 62.105.

AGREED

- f. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

AGREED

g. NOTIFICATION OF CHANGE: If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within thirty (30) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 62.105.

AGREED

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

AGREED

i. FILING FEE: The Applicant has enclosed or paid the required, non-refundable filing fee by **CERTIFIED CHECK OR MONEY ORDER** in the amount of \$350.00 payable to the Commonwealth of Pennsylvania. The Commission does not accept corporate or personal checks for filing fees.

PAYMENT ENCLOSED

11. AFFIDAVITS
(All affidavits must be notarized before filing.)

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

See Attachment I

b.) OPERATIONS AFFIDAVIT: Provide an officially notarized affidavit stating that you will adhere to the Public Utility Code of Pennsylvania and applicable federal and state laws. An example copy of this Affidavit can be found at Appendix B.

See Attachment I

12. NEWSPAPER PUBLICATIONS

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. The newspapers in which proof of publication are required is dependent on the service territories the applicant is proposing to serve.

The chart below dictates which newspapers are necessary for each NGDC. For example, an applicant that wants to operate in Peoples – Equitable would need to run ads in both The Erie Times-News and the Pittsburgh Post-Gazette. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and must be supplied with this application. Applicants do not need a docket number in their publication. Docket numbers will be issued when all criteria on the item 14 checklist (see below) are satisfied.

This item is pending

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News	Pittsburgh Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Columbia Gas	X	X		X		X	X
National Fuel Gas				X			
PECO			X				
Peoples - Equitable	X			X			
Peoples Natural Gas	X			X			X
Peoples TWP LLC				X			
Philadelphia Gas Works			X				
UGI		X	X		X		
UGI Central Penn	X	X	X	X	X	X	X
UGI Penn Natural		X			X	X	
Valley Energy					X	X	
Entire Commonwealth	X	X	X	X	X	X	X

(Example Publications are provided at Appendices F and G)

13. SIGNATURE

Applicant: Green Mountain Energy Company

By: Leah Gibbons

Title: Leah Gibbons, Director, Regulatory Affairs

14. CHECKLIST

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

Applicant: Green Mountain Energy Company

<input checked="" type="checkbox"/>	Signature	
<input checked="" type="checkbox"/>	Filing Fee (ONLY CERTIFIED CHECK OR MONEY ORDER)	
<input checked="" type="checkbox"/>	Application Affidavit	
<input checked="" type="checkbox"/>	Operations Affidavit	
<input type="checkbox"/>	Proof of Publication	
<input checked="" type="checkbox"/>	Tax Certification Statement	
<input checked="" type="checkbox"/>	Commonwealth Department of State Verification	
<input checked="" type="checkbox"/>	Certificate of Service	

Applicant's Use

PUC Secretary's Bureau Use

**Green Mountain Energy Company
Application for Natural Gas Supply Services License
in the Commonwealth of Pennsylvania**

Attachment A- Response to Question 2b.

RECEIVED

DEC 09 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

b. Name and addresses of officers

Elizabeth Killinger
President
NRG Retail
1201 Fannin St, 11th Floor
Houston, TX 77002

Deborah Fry
Assistant Secretary
NRG Energy
211 Carnegie Center
Princeton, NJ 08540

Geatan Frotte
Treasurer
NRG Energy
211 Carnegie Center
Princeton, NJ 08540

Robert Thomas
Chief Legal Officer & Secretary
NRG Retail
1303 San Antonio St Suite 700
Austin, TX 78701

Mark Parsons
Vice President
NRG Retail
1201 Fannin St, 3rd Floor
Houston, TX 77002

David Callen
Vice President
NRG Energy
211 Carnegie Center
Princeton, NJ 08540

Krishna Koomar
Vice President
NRG Energy
211 Carnegie Center
Princeton, NJ 08540

Glen Mackey
Vice President
NRG Energy
211 Carnegie Center
Princeton, NJ 08540

Daniel Keane
Vice President
NRG Energy
211 Carnegie Center
Princeton, NJ 08540

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

11/21/2016

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

GREEN MOUNTAIN ENERGY COMPANY

is duly registered to do business under the laws of the Commonwealth of Pennsylvania and remains a registered Foreign Business Corporation so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Certificate of Registration shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set
my hand and caused the Seal of the Secretary's
Office to be affixed, the day and year above written

Pedro A. Contes
Secretary of the Commonwealth

Certification Number: TSC161121171700-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify.aspx>

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GREEN MOUNTAIN ENERGY COMPANY" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWELFTH DAY OF AUGUST, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



3011848 8300

SR# 20165347084

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202820835

Date: 08-12-16

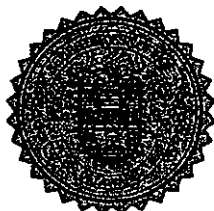
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "GREEN MOUNTAIN ENERGY COMPANY", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF MARCH, A.D. 2006, AT 1:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3011848 8100

060307137

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4636659

DATE: 03-31-06

STATE of DELAWARE

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION

OF

GREEN MOUNTAIN ENERGY COMPANY

Green Mountain Energy Company, a corporation organized and existing by virtue of the General Corporation Law of the State of Delaware ("DGCL"), does hereby certify that:

FIRST: The present name of the corporation is Green Mountain Energy Company.

SECOND: The date of filing of the original Certificate of Incorporation of the corporation with the Secretary of State in the State of Delaware was March 3, 1999 and the original name of the corporation was GreenMountain.com Company.

THIRD: This Amended and Restated Certificate of Incorporation, which amends and restates the corporation's Certificate of Incorporation in its entirety, was duly adopted in accordance with Sections 242 and 245 of the DGCL.

FOURTH: The provisions of the Amended and Restated Certificate of Incorporation are as follows:

1. Name. The name of this corporation is Green Mountain Energy Company.
2. Registered Office. The registered office of this corporation in the State of Delaware is located at 2711 Centerville Road, Suite 400 in the City of Wilmington 19808, County of New Castle. The name of its registered agent at such address is Corporation Service Company.
3. Purpose. The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.
4. Stock. The total number of shares of stock that this corporation shall have authority to issue is 15,000,000 shares of Common Stock, \$0.001 par value per share. Each share of Common Stock shall be entitled to one vote.
5. Change in Number of Shares Authorized. Except as otherwise provided in the provisions establishing a class of stock, the number of authorized shares of any class or series of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the corporation entitled to vote irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.
6. Election of Directors. The election of directors need not be by written ballot unless the by-laws shall so require.

9903074

7. Authority of Directors. In furtherance and not in limitation of the power conferred upon the board of directors by law, the board of directors shall have power to make, adopt, alter, amend and repeal from time to time by-laws of this corporation, subject to the right of the stockholders entitled to vote with respect thereto to alter and repeal by-laws made by the board of directors.

8. Liability of Directors. A director of this corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent that exculpation from liability is not permitted under the General Corporation Law of the State of Delaware as in effect at the time such liability is determined. No amendment or repeal of this paragraph 8 shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

9. Indemnification. This corporation shall, to the maximum extent permitted from time to time under the law of the State of Delaware, indemnify and upon request advance expenses to any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was or has agreed to be a director or officer of this corporation or while a director or officer is or was serving at the request of this corporation as a director, officer, partner, trustee, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorney's fees and expenses), judgments, fines, penalties and amounts paid in settlement incurred (and not otherwise recovered) in connection with the investigation, preparation to defend or defense of such action, suit, proceeding or claim; provided, however, that the foregoing shall not require this corporation to indemnify or advance expenses to any person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person (other than an action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person in order to enforce such person's rights under this paragraph 9). Such indemnification shall not be exclusive of other indemnification rights arising under any by-law, agreement, vote of directors or stockholders or otherwise and shall inure to the benefit of the heirs and legal representatives of such person. Any person seeking indemnification under this paragraph 9 shall be deemed to have met the standard of conduct required for such indemnification unless the contrary shall be established. Any repeal or modification of the foregoing provisions of this paragraph 9 shall not adversely affect any right or protection of a director or officer of this corporation with respect to any acts or omissions of such director or officer occurring prior to such repeal or modification.

10. Records. The books of this corporation may (subject to any statutory requirements) be kept outside the State of Delaware as may be designated by the board of directors or in the by-laws of this corporation.

11. Meeting of Stockholders of Certain Classes. If at any time this corporation shall have a class of stock registered pursuant to the provisions of the Securities Exchange Act of 1934, for so long as such class is so registered, any action by the stockholders of such class must be taken at an annual or special meeting of stockholders and may not be taken by written consent.

IN WITNESS WHEREOF, the Company has caused this certificate to be executed by Robert P. Thomas, its Chief Legal Officer and Secretary, as of March 31, 2006.

GREEN MOUNTAIN ENERGY COMPANY

By: R.P. Thomas
Name: Robert P. Thomas
Title: Chief Legal Officer and Secretary

9903074

**Green Mountain Energy Company
Application for Natural Gas Supply Services License
in the Commonwealth of Pennsylvania**

Attachment B- Response to Question 3a.

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NRG Retail Affiliates: State License Numbers

State	Energy Plus Holdings LLC 3711 Market Street, Suite 1000 Philadelphia, PA 19104	Independence Energy Group LLC 3711 Market Street, Suite 1000 Philadelphia, PA 19104	Energy Plus Natural Gas LLC 3711 Market Street, Suite 1000 Philadelphia, PA 19104	Reliant Energy Northeast LLC 3711 Market Street, Suite 1000 Philadelphia, PA 19104	Green Mountain Energy Company 3711 Market Street, Suite 1000 Philadelphia, PA 19104	Reliant Energy Retail Services LLC 1201 Fannin Street Houston, TX 77002	US Retailers LLC 1201 Fannin Street Houston, TX 77002	Everything Energy LLC 1201 Fannin Street Houston, TX 77002
GA	Docket 09-01-21	Docket 11-11-04		Docket 11-05-20	Docket 13-01-18			
DE	Order 7698			Order Nos. 7894 & 8035	Docket No. 11-313, Order No. 8036			
DC	EA 11-6-5			EA 10-15	Docket EA 11-16			
IL	Docket No. 10-0497	Docket No. 11-0277		Electric: Docket #11-0504 Natural Gas: Docket #15-0179	Electric: Docket No. 12-0477 & 11-0326 Natural Gas: Docket No. 16-0354			
NE				Docket 2015-00224				
ND	IR-1805		IR-2216	Electric: IR-2058 Natural Gas: IR-3480	Electric: IR-2790 & IR-2345 Natural Gas: IR-3752			
MA	CS-072			Electric: CS-081 Natural Gas: RA-154	CS-083			
MI				DM 15-287				
MO	ESL-0087	ESL-0100	GSL-0100	ESL-0093	ESL-0098			
NC	Electric: Licensed - no license # given ESCO eligibility letter dated 8/8/07	Electric: Licensed - no license # given ESCO eligibility letter dated 5/3/11	Natural Gas: Licensed - no license # given (ESCO Code EPGS) GSCO eligibility letter dated 7/31/08	Licensed - no license # given (ESCO Code RELI) ESCO eligibility letter dated 8/26/11 NGSCO eligibility letter dated 2/12/15 11-401E	Electric & Natural Gas: Licensed - no license # given ESCO eligibility letters dated 4/8/2009 and 8/3/2011			
NV	11-341E	Electric: 12-552E	11-222G	Electric: A-2010-2192350 Natural Gas: A-2015-2478293	A-2011-2229050			
OH	A-2009-2139745	Electric: A-2011-226337 Natural Gas: A-2013-239649		Docket D-96-6(P7)				
PA								
TX	10172				10009	10007	10177	10178
VA				Electric: F-32				

Effective August 2016

ATTACHMENT C

**Green Mountain Energy Company
Application for Natural Gas Supply Services License
in the Commonwealth of Pennsylvania**

Confidential Attachment C

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**Green Mountain Energy Company
Application for Natural Gas Supply Services License
in the Commonwealth of Pennsylvania**

Attachment D- Response to Question 6

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CERTIFICATE OF SERVICE

On this the 2 day of December 2010, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

Office of Consumer Advocate 5th Floor, Forum Place 555 Walnut Street Harrisburg, PA 17120	Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14th Floor Harrisburg, PA 17120
Office of the Small Business Advocate Commerce Building, Suite 202 300 North Second Street Harrisburg, PA 17101	Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Harrisburg, PA 17128-0946
Columbia Gas of PA, Inc. Michele Caddell 290 W. Nationwide Blvd. Columbus, OH 43215 PH: 614.460.6841 FAX: 614.460.8447 e-mail: mcaddell@nisource.com	Bureau of Investigation & Enforcement Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2 West Harrisburg, PA 17120
Peoples Natural Gas – Equitable Division Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lvnda.w.petrichevich@peoples-gas.com	National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483 FAX: 716.857.7479 e-mail: wolfordd@natfuel.com
The Peoples Natural Gas Company Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lvnda.w.petrichevich@peoples-gas.com	PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 PH: 215.841.6452 Email: carlos.thillet@exeloncorp.com
Peoples TWP LLC (Formerly T. W. Phillips) Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lvnda.w.petrichevich@peoples-gas.com	Philadelphia Gas Works Nicholas LaPergola 800 West Montgomery Avenue Philadelphia, PA 19122 PH: 215.684.6278 email: nicholas.lapergola@pgworks.com

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<p>UGI Central Penn David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>	<p>UGI David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>
<p>Valley Energy Inc. Robert Crocker 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: bobc@ctenterprises.org</p>	<p>UGI Penn Natural David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>



Mark Parsons, Vice President

**Green Mountain Energy Company
Application for Natural Gas Supply Services License
in the Commonwealth of Pennsylvania**

Attachment E - Response to Question 7b.

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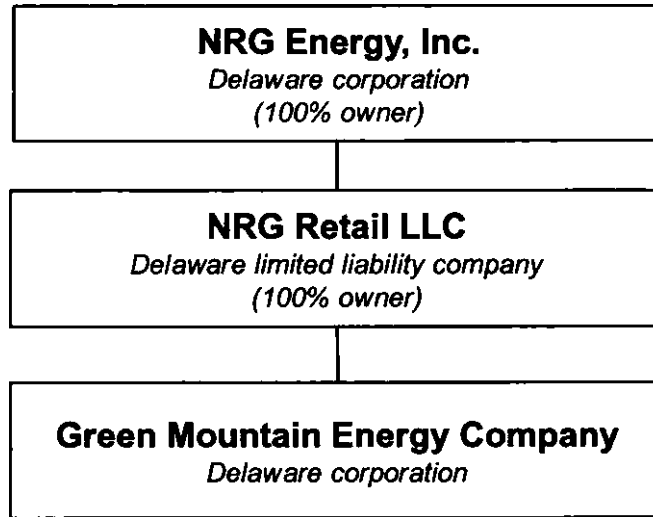
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7.B. FINANCIAL RECORDS, STATEMENTS, AND RATINGS: Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided.

Green Mountain Energy does not prepare stand- alone audited financial statements, but is included in the financial statements of NRG Energy, Inc., its ultimate parent company. Green Mountain Energy submits the following for consideration of the entity's financial fitness:

- NRG Energy, Inc.'s, Green Mountain Energy's ultimate parent company, audited financials: www.nrgenergy.com/sec

Green Mountain Energy Company Organizational Structure



As of 12/05/2017

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Standardandpoors.com is the public disclosure web site for S&P Global Ratings. It is the company's public face to the marketplace for ratings data and content. Users can view rating actions and also can find current ratings on rated issuers and issues using the search functionality. In addition, users can view press releases on ratings actions.

Can I access the website over smaller devices?

Yes. You can access standardandpoors.com using a tablet, smart phones, and other mobile devices.

How do I view a region specific site?

Select the inverted arrow next to the region selector in the page header. Choose a site from the dropdown list. Hover over a region and select the star to set as your default region, if available.

I have a question that isn't answered here.

Please visit the Contact link available in the page header to find customer service and support information.

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You are not required to register to access certain content on standardandpoors.com, such as the list of recent Ratings Actions. Once registered and logged in, you have access to additional information including searching for ratings and access to rating related articles.

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Select the Register icon located within the page header. Complete all of the mandatory fields, agree to the Terms of Use, then select Submit. An email will be sent to the registered email address. You will then validate your email address and establish your account password.

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Select the Login icon located within the page header and enter your user id and password then select Login.

How can I update my profile information?

Log in and select the inverted arrow next to your name in the page header. Choose Update Profile to edit your contact information.

How do I change my password?

If you forget your password please select the "Forgot Password" link on the Login page. You will be prompted to enter your registered email address as well as the Captcha text. An email containing a Reset Password link with instructions will be sent to your inbox.

Password requires a minimum of 8 characters; 1 uppercase, 1 lowercase and 1 number (e.g. HiJk387A). The & character cannot be used and the previous five passwords cannot be used again.

How do I lookup a rating?

A user can search on a company name or an identifier e.g., CUSIP, CINS or ISIN to find current ratings. Select a search type and then enter an entity name or identifier in the Find a Rating search box.

Entity Find a Rating... Submit

- Entity**
- CUSIP**
- CINS**
- ISIN**

Entity Search Tips

Search by Entity requires a minimum of 2 characters.

Begin typing the name of the entity and select from the type ahead menu to go directly to the entity's detail page. Enter a partial entity name and Submit. You will be directed to a search results page where you can select from a list of entities.

Use the Country or State fields to help distinguish between similar names.

Identifier Search Tips

Select the inverted arrow to choose an identifier search type.

Search by CUSIP or CINS requires a minimum of 8 characters.

Search by ISIN requires that all 12 characters are entered.

Browser Support

Browser support is available for Microsoft Internet Explorer version 10. We recommend using this version for the best user experience. We also support the most recent versions of Google Chrome and Firefox.

Toggle navigation Toggle Search Actions & Criteria

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NRG Energy Inc.

Issuer Credit Rating

Rating Type	Rating	Rating Date	Regulatory Identifiers	CreditWatch/ Outlook	CreditWatch/ Outlook Date
Local Currency LT	BB-Regulatory Disclosures	22-May-2009	EE	Stable	19-Dec-2012
Foreign Currency LT	BB-Regulatory Disclosures	22-May-2009	EE	Stable	19-Dec-2012

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Related Credit News and Research

[Credit Conditions: North American Credit Conditions Are Broadly Favorable But Could Change As Risks Remain](#)

12-Oct-2016 10:12 EDT

While credit conditions in North America remain broadly favorable, with both the U.S. and Canada putting a sluggish first half economic performance in the rearview mirror, S&P Global Ratings sees risks that could threaten this stability. The persiste...

[NRG Yield Inc. Downgraded To 'BB' From 'BB+'; Outlook Stable; Various Debt Rating Actions Taken](#)

15-Aug-2016 12:17 EDT

We have lowered our corporate credit rating on NRG Yield Inc. (NYLD) to 'BB' from 'BB+'. We also lowered the issue-level rating on subsidiary NRG Yield Operating LLC's \$500 million senior unsecured notes to 'BB' from 'BB+', and assigned our 'BB' issu...

[NRG Energy Inc. Senior Secured Debt Assigned 'BB+' Ratings \(Recovery Rating: '1'\)](#)

07-Jun-2016 15:12 EDT

NEW YORK (S&P Global Ratings) June 7, 2016--S&P Global Ratings today assigned its 'BB+' issue-level rating and '1' recovery rating to NRG Energy Inc.'s \$2.511 billion senior secured revolver due 2021 and \$1.9 billion senior secured term loan B due 20...

PREMIUM RESEARCH FROM RATINGSDIRECT

The following premium research is available from RatingsDirect - the real-time, Web-based source for Standard & Poor's global credit ratings, research, and risk analysis.

[North American Corporate Rating Scores Update: Aug. 1, 2016](#)

06-Oct-2016 10:03 EDT

S&P Global Ratings has published the rating component scores report for its public corporate credit ratings in North America (NA). The full report, which includes an embedded Excel version, is available in PDF format here: "Corporate Ratings Componen...

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18-Oct-2016 09:24 EDT

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market risks remain high, with the U.K.'s referendum to leave the European Union (or "Brexit") only the ...

Green Mountain Energy - Application for Natural Gas Supply License in PA

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NRG Energy, Inc.

Ticker: NRG Moody's Org ID: 806927478 Market Segment: Corporates Industry: ENERGY: UNREG - ELECTR PRODUCTION
Peer Group: Unreg Utilities and Unreg Power Companies Domicile: UNITED STATES

ANALYST

Analyst: Toby Shea

LONG TERM RATING
Rating: **Ba3, Not on Watch**
Type: LT Corporate Family Ratings -
Dom Curr
Date: 21 Mar 2016

SHORT TERM RATING
Rating: **SGL-2, Not on Watch**
Type: Speculative Grade Liquidity
Rating
Date: 21 Mar 2016

OUTLOOK
Stable
Date: 21 Mar 2016

OTHER DEBTS ON WATCH?
No

Research | **Ratings** | Family Tree | Peer Group | Market Signals

Rating Class Detail | Debt List | Issuer Outlook Export Results: 9

Class	Rating	Rating Action	Date
LT Corporate Family Ratings (Domestic)	Ba3	RATING AFFIRMATION	21 Mar 2016
Probability of Default	Ba3-PD	RATING AFFIRMATION	21 Mar 2016
Senior Unsecured (Domestic)	B1	RATING AFFIRMATION	21 Mar 2016
BACKED Senior Secured (Domestic)	Baa3	RATING AFFIRMATION	21 Mar 2016
Senior Secured Bank Credit Facility (Domestic)	Baa3	RATING AFFIRMATION	21 Mar 2016
Speculative Grade Liquidity Rating	SGL-2	RATING AFFIRMATION	21 Mar 2016
ICD Senior Secured Bank Credit Facility (Domestic)	ICD2-12%	RATING AFFIRMATION	04 Apr 2014

Rating Class History: LT Corporate Family Ratings (Domestic) Export Results: 15

Date	Currency	Rating	Rating Action
21 Mar 2016	Domestic	Ba3	RATING AFFIRMATION
02 Feb 2015	Domestic	Ba3	RATING AFFIRMATION
04 Apr 2014	Domestic	Ba3	RATING AFFIRMATION
13 Jan 2014	Domestic	Ba3	RATING AFFIRMATION
21 Oct 2013	Domestic	Ba3	RATING AFFIRMATION
22 May 2013	Domestic	Ba3	RATING AFFIRMATION
01 May 2013	Domestic	Ba3	CONFIRMED
14 Dec 2012	Domestic	Ba3	On Watch - Possible Downgrade
23 Jul 2009	Domestic	Ba3	CONFIRMED
12 Nov 2008	Domestic	Ba3	On Watch - Possible Upgrade
06 Jan 2006	Domestic	Ba3	Upgrade
10 Dec 2004	Domestic	B1	Upgrade
15 Nov 2004	Domestic	B2	On Watch - Possible Upgrade
17 Dec 2003	Domestic	B2	CONFIRMED
15 Dec 2003	Domestic	B2	New

For credit ratings that are derived exclusively from an existing credit rating of a program, series, category/class of debt, support provider or primary rated entity, or that replace a previously assigned provisional rating at the same rating level, Moody's publishes a rating announcement on that series, category/class of debt or program as a whole, on the support provider or primary rated entity, or on the provisional rating, but often does not publish a specific rating announcement on each subsequent bond or note for which the credit rating is derived from the existing credit rating. Rating announcements are usually press releases classified as Rating Actions on www.moody's.com. Please refer to the Research tab on the issuer/entity page for the rating announcement.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/02/2016

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: MCGRIFF, SEIBELS & WILLIAMS, INC. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: INSURER A: Agri General Insurance Company, INSURER B: ACE American Insurance Company, INSURER C: ACE Fire Underwriters Insurance Company, INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: FSRXPPW6 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN...

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL. SUBR INSD, WYD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. AUTHORIZED REPRESENTATIVE (Signature)

**Green Mountain Energy Company
Application for Natural Gas Supply Services License
in the Commonwealth of Pennsylvania**

Attachment F- Response to Question 7f.

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**Green Mountain Energy Company
Application for Natural Gas Supply Services License
in the Commonwealth of Pennsylvania**

Attachment G- Response to Question 8a. & 8e.

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a. Experience, Plan, Structure:

Green Mountain, a Delaware corporation, principally markets and sells retail renewable electricity products to residential and commercial customers. Green Mountain has served both retail and commercial retail electric customers in Texas since 2001, in New York since August 2009, in Maryland since March 2012 and in Massachusetts since 2015, in the State of Pennsylvania since June 2011, and New Jersey since 2015.

Green Mountain also provides 'renewable energy credits' or 'RECs' supply and marketing services to an incumbent utility in Oregon. Green Mountain also markets and sells renewable energy credits and carbon offsets nationwide.

Green Mountain recently obtained licenses to provide natural gas supply service to residential and commercial customers in New York, Illinois and Maryland and plans to serve as a competitive natural gas supplier in the Commonwealth of Pennsylvania where it will leverage the experience and processes of its parent company and affiliates. Green Mountain is dedicated to completing the necessary actions and commitments required to provide reliable retail natural gas service to Pennsylvania customers, and it brings together an experienced management team and a highly qualified technical staff to ensure the delivery of best in class value, service, and support to consumers in the Commonwealth of Pennsylvania.

The company has the necessary technical and managerial resources to enter into and comply with contracts to purchase capacity and energy, or ancillary services, as may be required by another independent organization to provide adequate natural gas to all Green Mountain customers.

The management team and colleagues at Green Mountain have first-hand knowledge of customer operations and utility business management and will draw on its technical and managerial expertise, in combination with its relationships with experts in the Pennsylvania market, to successfully develop and implement the infrastructure, systems, and processes to provide service to Pennsylvania natural gas customers.

The technical and managerial resources of Green Mountain are more fully described in the biographies that have been attached to this application below.

e. Key Operating Personnel:**Mark Parsons, General Manager, Green Mountain Energy**

1201 Fannin Street, Suite 9633 Houston, Texas 77002

Phone: 713.537.2825

Mark.Parson@nrg.com

Mark is responsible for the performance and direction of Green Mountain and oversees a wide range of functions such as brand and go-to-market strategy, customer experience, marketing execution, pricing and margin management, financial reporting, offer and product innovation, market share, customer count, and campaign design.

Over Mark's 15 years within the deregulated energy industry across many retail brands, he has been

instrumentally involved in transitioning a regulated electric utility into the largest retail energy provider in Texas. He has also helped launch new retailers into positions of power in the industry. He's held many roles in IT, project management, operations and general management throughout the years. Additionally, Mark has served in roles focused on strategy development, mergers/acquisitions, and process and systems integration. He earned his bachelor's degree in economics from the University of Texas and his master's degree in business administration from Baylor University.

Joe Holtman, Managing Director of Wholesale Supply Operations

3711 Market St. Suite 1000 Philadelphia, PA 19104

Phone: 1.267.295.5409

Joe.Holtman@nrg.com

Joe Holtman joined Energy Plus Holdings LLC, an NRG subsidiary, in 2010 and brings extensive industry experience in his role as the Managing Director of Wholesale Supply Operations for all of the NRG Retail affiliates. He is responsible for scheduling electricity purchases in PJM, NYISO and ISO-NE and natural gas purchases in 15 gas utilities across OH, PA, MD, NJ and NY; hedging electricity and natural gas supply purchases to mitigate market cost volatility; and meeting renewable portfolio standards and voluntary green power program requirements in OH and the other states in which the NRG Retail Affiliates, including Energy Plus Holdings LLC, operate. Prior to joining the NRG Retail family of companies, Mr. Holtman spent two years at Liberty Power as the Vice President of Wholesale Supply Operations. In his role at Liberty Power, he led the installation of a state-of-the-art risk management system and developed and implemented the necessary risk controls to ensure the company's strong financial success.

In addition, Mr. Holtman was responsible for Liberty's energy procurement program across five major markets, utilizing physical and financial hedges to protect fixed-price retail sales margins. Prior to his tenure at Liberty Power, Mr. Holtman spent six years at the Consolidated Edison Company of New York where he served as the Director of Electricity Supply. At Con Ed, he was responsible for the purchase of \$3 billion of electricity supply annually, including financial hedging and accounting for four regulated utilities operating in three states. Earlier in his career, he spent fifteen years at Orange and Rockland Utilities where he was responsible for the purchase of \$220 million of electricity and natural gas annually. He also performed electric and gas capacity and energy planning and procurement, supply contracting, accounting, regulatory affairs and risk management.

Brian Grant, Director, East Retail IT

3711 Market St. Suite 1000 Philadelphia, PA 19104

Phone: 1.267.295.0625

Brian.C.Grant@nrg.com

Mr. Grant is responsible for defining the processes and procedures for the day to day IT functions, operations and quality assurance protocols for NRG Retail in the Northeast. His daily responsibilities include ensuring that all enrollments process accurately and efficiently through all of NRG's internal systems and integration points with its external vendors.

Mr. Grant brings a strong background in operational processes and quality assurance. During his tenure, Mr. Grant successfully implemented a quality assurance project life cycle process that included the implementation of new technology hardware as well as processes and gates to increase the accuracy

and efficiency of the energy enrollment process and customer service platforms. His continual focus on quality assurance and streamlined operational processes will ensure that NRG is poised to offer a best in class service experience to retail customers.

Mark Lamping, Vice President – NRG Energy, Northeast Retail Sales

1201 Fannin Street, Suite 9633 Houston, Texas 77002

Phone: 713.537.5303

Mark.Lamping@nrg.com

Mr. Lamping joined the Energy Plus affiliate Green Mountain Energy Company in March 2005 as Director of Residential Door to Door sales in Texas. In 2006, he expanded his role to also manage the Retail and Events business, and later expanded his role to lead all of Green Mountain's residential sales efforts nationally. In January 2013, Mr. Lamping assumed the role of Senior Vice President - Sales for all NRG Retail brands in the Northeast. Mr. Lamping has over 25 years of sales leadership and management experience. Prior to joining the NRG family, Mr. Lamping was Director of North American sales for a leading telecom solutions company. Before that, he led various sales efforts for a Fortune 100 company involving the sales and leasing of high-end electronic testing equipment. Mr. Lamping earned a Bachelor of Science degree in management from the University of Illinois at Chicago.

Rebecca Emrick, Director of Marketing, Green Mountain Energy

1201 Fannin Street, Suite 9633 Houston, Texas 77002

Phone: 713.537.2066

Rebecca.Emrick@nrg.com

Rebecca leads a team responsible for brand strategy, marketing execution, customer communications, digital engagement, creative development and sales-related collateral. She has served in multiple capacities during her marketing career, including developing mass media campaigns, which consisted of television, radio and billboard promotions, and creating customer communications and touch points for acquisition and retention. Rebecca has led teams to re-engineer creative formats, which resulted in increased response rates, a streamlined development process and an increase in team productivity. It's with her support and guidance that her teams have produced multiple award-winning communications recognized by marketing experts.

Rebecca's leadership in marketing communications spans many segments over many years. She has served a variety of audiences in the B2B and B2C worlds throughout the deregulated energy industry, insurance business and financial services industry. She also sits on the board of the Green Mountain Sun Club, a nonprofit program that supports solar and sustainability projects for nonprofit organizations. Rebecca earned her bachelor's degree in public relations from Texas Tech University.

**Green Mountain Energy Company
Application for Natural Gas Supply Services License
in the Commonwealth of Pennsylvania**

Attachment H- Response to Question 9

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

GREEN MOUNTAIN ENERGY TERMS OF SERVICE FOR NATURAL GAS SUPPLY

We appreciate your business. This document is a contract between us, Green Mountain Energy, and you that allows us to switch your natural gas account(s) to our service. It describes the nature of our service with you and provides important information for you to be aware of. We will begin supplying your energy under this contract, but your utility will continue to be responsible for delivering your energy and sending you a bill for both of our services. This contract may be referred to as the "Terms of Service" or "Disclosure Statement."

Summary of Important Contract Information	
Natural Gas Supplier Information	We are Green Mountain Energy, and under this contract, we will supply your natural gas. Our contact information is as follows: Internet address: www.greenmountainenergy.com Historical Natural Gas Pricing: www.greenmountainenergy.com/PAGasHistoricalPricing Mailing address: P.O. Box 7476, Philadelphia, PA 19104 Email address: PACustomerCare@greenmountain.com Telephone number: 1-800-286-5856
Natural Gas Price Structure	Variable, month-to-month. We will determine the variable supply price at our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profit margins, or other business conditions, and you'll see it listed on your monthly bill. Your variable supply price may change monthly, but no matter what, we will not increase your variable price in any given month by more than 30% from the prior month's supply price.
Natural Gas Supply Price	You'll receive [an introductory] natural gas supply price of \$X.XXXXX per [gas UOM] for your first [XX] full billing cycle[s] and your price will be variable after that. Your first month's variable price will be \$X.XXXXX per [gas UOM].
Statement Regarding Savings	Our current and historical prices are not an indicator of our future prices and we do not guarantee any savings. Our prices may be higher than your utility's supply rate. You may contact us at the telephone number or internet address listed above to obtain historical price information.
Deposit Requirements	None.
Incentives	Rewards Program. Your plan may include rewards such as enrollment incentives and loyalty incentives. If you cancel this contract before you have earned the rewards according to the Rewards Program Terms, you may forfeit some or all of the rewards. Please refer to the Rewards Program Terms contained in your Welcome Confirmation for full details..
Contract Start Date	We will begin providing service to you after your utility processes our request to switch your service. This takes 1-2 billing cycles.
Contract Duration/Length	Month-to-month.
Cancellation/Early Termination Fees	None.
Renewal Terms / End of Contract	This contract automatically renews at the end of each monthly billing cycle for another month of service with us. This contract will continue until either of us cancels the contract.
Your Right to Rescind	You have 3 business days to rescind this contract. This is called your "Right to Rescind" period, which means you will not start service with us until after this period.
Your Right to Cancel	Once service has started, you may cancel by contacting us. It may take 1 or 2 billing cycles before the cancellation is finalized, depending on your utility's timeframe for processing our cancellation request.
Dispute Resolution	This contract does not permit class actions or a jury trial. See "Arbitration and Waiver of Jury Trial" below for more details.

A. Important Information

Length of Your Commitment: *Month-to-month.* We will begin providing service to you after your utility processes our request to switch your service which takes 10-30 days from the date you agreed to switch. The switch will not occur before the expiration of your "Right to Rescind" period. Our service will continue until either of us cancels the contract.

Basic Service Price and Limits on Price Variability for Your Natural Gas:

Your [introductory] natural gas supply price will be \$X.XXXXX per [gas UOM] for your first [three] full billing cycles and your price will be variable after that. Your first month's variable price will be \$X.XXXXX per [gas UOM]. We will determine the

ongoing variable supply price at our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profit margins, or other business conditions. For your reference, our natural gas supply prices include natural gas supply and transportation charges and estimated total state taxes, but they do not include any state sales tax, county tax, utility distribution charges or other utility fee or charge. Your variable supply price may change monthly, but, no matter what, we will not increase your variable price in any given month by more than 30% from the prior month's supply price. Our current and historical prices are not an indicator of our future prices and we do not

ATTACHMENT H

guarantee any savings. Our prices may be higher than your utility's supply rate.

Billing: Your local utility is responsible for sending you a bill that includes the charges for our service and charges for the utility's service. You also agree to review your bills in a timely manner, and if there are any inaccuracies with the portion of the bill for our services, you agree to notify us within ninety days after the date of the bill. If we do not hear from you, you are agreeing that the billed amounts are correct and you are waiving any right to dispute the billed amounts to the extent permitted by law. Under this contract, you agree to pay your utility directly for our service. Your utility may request a security deposit which includes our charges. Any amounts unpaid to your utility are subject to late payment charges assessed by your utility. Your utility has the right to disconnect service for any unpaid charges, including our charges.

Right to Rescind: You have the "Right to Rescind" this contract for three business days, which means you can cancel your request to switch your natural gas service and never start service with us. You will receive a Welcome Confirmation from us, which will include this contract, and you will have until midnight of the third business day after receipt of the Welcome Confirmation to rescind this contract by contacting us at the telephone number or email address listed below. This contract is not binding until your "Right to Rescind" period has ended with no action on your part to rescind the contract.

Contract Renewal and Expiration Provisions or Change in Terms: This contract automatically renews at the end of each month and will continue to renew on a month to month basis until either of us cancels the contract. You may cancel without a cancellation fee.

For Your Natural Gas: If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date, we will send you advance written notices at about 90 days and 60 days before the expiration date. If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about 90 days and 60 days before the effective date of the change. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If your utility is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two advance notifications.

Special Terms and Conditions: Rewards Program. Please refer to your Welcome Confirmation for the terms regarding your rewards program. If you cancel this contract before you have earned the rewards according to the Rewards Program Terms described in your Welcome

Confirmation, you may forfeit some or all of the rewards.

Applicable Fees: None. If you are currently in a contract with another natural gas supplier, the request to switch you to our service will automatically cancel your service with the other natural gas supplier. You are responsible for any penalties the other natural gas supplier may charge.

Your Right to Cancel: You may cancel this contract without having to pay a cancellation fee by calling us at our contact information listed below. We will request that the utility cancel your service with us, but the utility controls the effective date of your cancellation.

It may take 1 or 2 billing cycles before the cancellation is finalized, depending on your utility's timeframe for processing our cancellation request.

If you do cancel this contract before you have earned any rewards described in your Welcome Confirmation, you may forfeit some or all of those rewards, and you will be responsible for unpaid balances as of the cancellation date.

Our Right to Cancel and Cancellation Provisions: We have the right to cancel this contract for any reason as long as we give you thirty days' written notice, but if we are canceling the contract due to your conduct or your breach of this contract, you will have an opportunity to fix this condition within the thirty days. Your utility will control the effective date of our cancellation. If your utility terminates your service, this contract will be automatically cancelled. It may take 1 or 2 billing cycles before the cancellation is finalized, depending on your utility's timeframe for processing our cancellation request. If your utility terminates your natural gas service, this contract will be automatically cancelled.

Your Authorization to Release Your Information: This contract provides authorization for your utility to release all information regarding your natural gas account to us and for us to contact you about our other products and services or share information about your account with any designated rewards partner or with any third-party vendor we use to provide services and rewards to you. We reserve the right to share information with our affiliates, to the extent permitted by law. If you do not wish for us to share information about your account, you may cancel this contract by calling us at our contact information listed below. You may also restrict the release of your information by calling, emailing, or writing us at the contact information specified below.

Electronic Communication: If you provide us with your Email address, you are consenting to this contract and other forms of communication being provided to you in electronic form and you must provide us with any update to your valid Email address should it change. You are required to notify us of any change in Email address and/or any withdrawal of consent for the electronic transmission of contracts or other customer information. If you enroll electronically, please note that our website and application is best viewed in Internet Explorer 9.0 or higher.

Taxes: Tax charges are included on the one bill you will receive from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing all required documentation with us and/or your utility.

ATTACHMENT H

Background: We are licensed by the Pennsylvania Public Utility Commission (PUC) to offer and supply electric generation and natural gas and related services in Pennsylvania. Our natural gas license number is A-XXXX-XXXXXX. We set the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions:

Generation Charge - Charge for producing electricity.

Transmission Charge - Cost for transporting electricity from a generation source to your electric distribution company (your utility).

Commodity charge or natural gas supply charge—Basic service charges for natural gas supply services to retail customers, excluding charges for natural gas distribution services.

Distribution Charge - Cost for delivering electricity or natural gas from your electric distribution company or natural gas distribution company (your utilities) to your home or business. These charges continue to be regulated by the PUC.

Industry Charges We Are Responsible For –

Natural Gas: includes wellhead supply, commodity charge, reservation cost, pooling fees, balancing cost, storage fees, and customer bill fees (where applicable).

Other business conditions —includes risk factors such as volatility in energy markets, events beyond the company's control (including weather), changing regulations, performance on investments, and execution of business strategies.

Contract Details: Our full, legal name is Green Mountain Energy Company, but we have used "Green Mountain Energy", "we", "us", or "our" to refer to ourselves for the purposes of this contract. We use "you" or "your" to refer to you, the customer. This contract is for the sale and purchase of all of your natural gas for the residential account(s) listed in your Welcome Confirmation (letter or email). By entering into this contract, you are authorizing us to take the steps necessary to switch your natural gas supply service to us, and you agree to appoint us as your agent to acquire the necessary information to meet your natural gas needs as required by your "utility", which we use to refer to your local distribution company. Your utility is responsible for the delivery of natural gas to you and we are not. This Terms of Service is your entire contract with us and replaces any prior oral or written statements or representations.

Customer Complaints and Dispute Procedures: If you have questions about our prices or our service, you should call us at the contact information listed below. If you are not satisfied with the response from our Customer Care

representative, you may ask that your questions be referred to one of our supervisors, who will respond promptly. If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the PUC or request information from the PUC regarding your consumer protection rights. The PUC's contact information is listed below.

CAPs Notice: If you are participating in Customer Assistance Programs (CAPs), you may lose your CAP benefits if your utility does not permit such benefits while you are enrolled with a supplier. Please contact your utility for additional information.

CONTACT INFORMATION:

GREEN MOUNTAIN ENERGY:

Internet address: www.GreenMountainEnergy.com
Mailing address: P.O. Box 7476, Philadelphia, PA 19104
Email address: PACustomerCare@greenmountain.com
Telephone number: 1-800-286-5856

YOUR UTILITY:

If you experience a power outage or other emergency, a problem with your electricity or natural gas meter or any other service need, please contact your local utility at the emergency number below.

Columbia Gas at 1-888-275-4674

National Fuel Gas at 1-800-595-7510

PGW at 1-215-235-1000

PECO at 1-800-494-4000

Peoples Gas – Equitable Division at 1-800-654-6335

Peoples Natural Gas at 1-800-764-0111

UGI Central Penn Gas at 1-800-652-0550

UGI Penn Natural Gas at 1-800-276-2722

UGI Utilities at 1-800-276-2722

Your utility has Universal Service programs available to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your utility's Universal Service Program can be obtained by contacting:

Columbia Gas at 1-888-275-4674

National Fuel Gas at 1-800-595-7510

PGW at 1-215-235-1000

PECO at 1-800-494-4000

Peoples Gas – Equitable Division at 1-800-654-6335

Peoples Natural Gas at 1-800-764-0111

UGI Central Penn Gas at 1-800-652-0550

UGI Penn Natural Gas at 1-800-276-2722

UGI Utilities at 1-800-276-2722

PENNSYLVANIA PUBLIC UTILITY COMMISSION (PUC):

Mailing address: P.O. Box 3265, Harrisburg, PA 17105-3265

UTILITY CHOICE HOTLINE: 1-800-692-7380

Information for shopping for a gas supplier is available at PaGasSwitch.com or other successor media platform as

ATTACHMENT H
determined by the PUC, by calling the PUC's telephone number listed above, and at www.oca.state.pa.us.

B. Other Important Information

Assignment: We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any financial contract, and we may assign the rights and obligations under this contract to another energy supplier consistent with applicable law. You may not assign this contract.

No Reliance: You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you consulted with your own advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility's rates. You acknowledge that you are capable and willing to assume those risks (whether financial, economic or otherwise) and that you have made your own decision to enter into this contract.

Force Majeure: We will use commercially reasonable efforts to provide electricity and natural gas supply to you pursuant to this contract, but we do not guarantee a continuous supply of electricity. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing any of our obligations in any way, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result. "Force Majeure" includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, natural disasters, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units or transmission facilities, nonperformance by your local utility, or any change in law or any other action by a governmental authority that materially impairs our ability to perform our obligations under this contract. We will give you reasonably prompt notice of any Force Majeure occurrence.

Severability: Each provision of this contract is made subject to the maximum extent permitted by law. If any are held to be unenforceable or invalid by any arbitrator or court of competent jurisdiction, we will negotiate an equitable adjustment to or an amendment of the affected provisions with you with a view toward effecting the purpose of this contract. In this case, the validity and enforceability of the remaining provisions shall not be affected.

LIMITATIONS ON WARRANTY AND DAMAGES: THE ELECTRICITY AND NATURAL GAS PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT

THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING FROM SUCH INTERRUPTIONS. TO THE MAXIMUM EXTENT PERMITTED BY PENNSYLVANIA LAW, LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. WE WILL BEAR NO LIABILITY TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OR LOST PROFITS. THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

ARBITRATION AND WAIVER OF JURY TRIAL: TO THE FULLEST EXTENT PERMITTED BY PENNSYLVANIA LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES, OR, AT THE ELECTION OF EITHER PARTY, BROUGHT AS A SMALL CLAIMS ACTION, IN THE MAGISTERIAL DISTRICT COURT OR PHILADELPHIA MUNICIPAL COURT, JUDICIAL SYSTEM OF PENNSYLVANIA, ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION. BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, OTHER THAN IN SMALL CLAIMS COURT, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION. THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS CONTRACT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE,

THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Other Provisions: This contract can change based on any future legislation, orders, rules, regulations or your local utility tariff or policy changes. This contract is made and shall be construed in accordance with the laws of Pennsylvania. There are no third party beneficiaries to this contract. This contract is binding upon us and you, as well as any successors or legal assigns. Failure to exercise any right we have under this contract should not be considered as a waiver of the right to exercise any such right at a later date. The headings and Summary of Important Information chart in this contract are for reference only and do not affect the interpretation of this contract.

GME-PA-PG01-G-20161117

**Green Mountain Energy Company
Application for Natural Gas Supply Services License
in the Commonwealth of Pennsylvania**

Attachment I- Response to Question 11

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix A
APPLICATION AFFIDAVIT

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[Commonwealth/State] of Texas :

DEC 09 2016

County of Harris :

ss.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

[He/she is the Vice President (Office of Affiant) of Green Mountain Energy Company (Name of Applicant);]

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

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

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

That the Applicant herein Green Mountain Energy Company acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

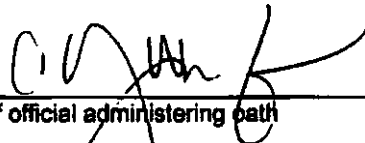
That the Applicant herein Green Mountain Energy Company acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

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



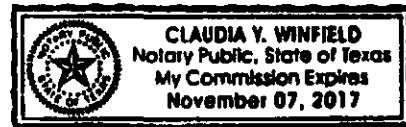
Signature of Affiant

Sworn and subscribed before me this 2 day of December, 2016.



Signature of official administering oath

My commission expires 11-07-2017



Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of Texas :

SS.

County of Harris :

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

[He/she is the Vice President (Office of Affiant) of Green Mountain Energy Company (Name of Applicant);]

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

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

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

That Green Mountain Energy Company, the Applicant herein, certifies to the Commission that it is subject to, will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 22 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28 shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional natural gas sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

Appendix B (Continued)

Green Mountain Energy Company
That _____ the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506 and the standards and billing practices of 52 PA. Code Chapter 56.

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

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



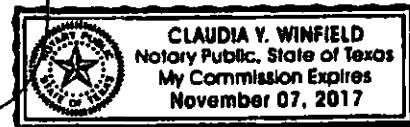
Signature of Affiant

Sworn and subscribed before me this 2 day of December, 2016.



Signature of official administering oath

My commission expires 11-07-2017



ORIGIN ID:ESPA (267) 295-5843
LINDSAY CERVENAK
NRG RETAIL NORTHEAST
3711 MARKET STREET
SUITE 1000
PHILADELPHIA, PA 19104
UNITED STATES US

SHIP DATE: 09DEC16
ACTWGT: 1.00 LB
CAD: 110043095/INET3790

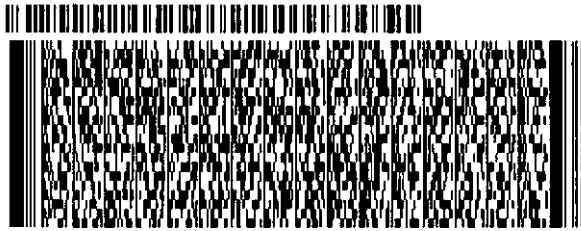
BILL SENDER

TO SECRETARY OF THE COMMISSION
PA PUBLIC UTILITY COMMISSION
400 NORTH STREET
KEYSTONE BUILDING
HARRISBURG PA 17120

(717) 787-3665 REF

INV DEPT
PO

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FedEx
Express



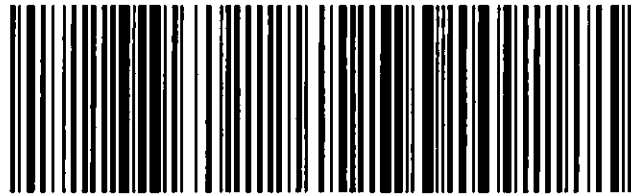
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PRIORITY OVERNIGHT

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PA-US MDT



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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