

**ECKERT  
SEAMANS**  
ATTORNEYS AT LAW

Eckert Seamans Cherin & Mellott, LLC  
213 Market Street  
8<sup>th</sup> Floor  
Harrisburg, PA 17101

TEL 717 237 6000  
FAX 717 237 6019  
www.eckertseamans.com

Karen O. Moury  
717.237.6036  
kmoury@eckertseamans.com

July 5, 2017

**Via Electronic Filing**

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

Re: Ruth Shanks v. Respond Power, LLC and PECO Energy Company  
Docket No. F-2017-2599039

Dear Secretary Chiavetta:

Enclosed for electronic filing please find an Entry of Appearance on behalf of Respond Power, LLC ("Respond Power") with regard to the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Please note that Respond Power filed Preliminary Objections on May 8, 2017, to which the Complainant did not file a response. Although Respond Power provided a copy to Chief Administrative Law Judge Rainey, a review of the docket indicates that the proceeding has now been assigned to Administrative Law Judge Long and a hearing has been scheduled for August 14, 2017. For Administrative Law Judge Long's ease of reference, we are attaching a copy of Respond Power's previously-filed Preliminary Objections to this Entry of Appearance.

Sincerely,



Karen O. Moury

KOM/lww  
Enclosure

cc: Hon. Mary D. Long, w/enc.  
Certificate of Service w/enc.

**CERTIFICATE OF SERVICE**

I hereby certify that this day I served a copy of an Entry of Appearance on behalf of Respond Power upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

**Via First Class Mail**

Ruth Shanks  
3917 North 9<sup>th</sup> Street  
Philadelphia, PA 19140

Shawane Lee, Esq.  
Exelon Business Services Company  
Legal Dept. S23-1  
2301 Market Street  
Philadelphia, PA 19103-1388

Hon. Mary D. Long  
Administrative Law Judge  
PA Public Utility Commission  
301 5th Avenue, Suite 220  
Pittsburgh, Pennsylvania 15222

Dated: July 5, 2017



---

Karen O. Moury, Esq.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Ruth Shanks,	:	
	Complainant :	Docket No. F-2017-2599039
v.	:	
	:	
Respond Power, LLC and	:	
PECO Energy Company	:	
	Respondents :	

---

**NOTICE OF ENTRY OF APPEARANCE**

---

Pursuant to 52 Pa. Code § 1.24(b)(2), please enter the appearance of Karen O. Moury, Esquire, on behalf of Respond Power, LLC (“Respond Power”) in the above-captioned matter. Please forward all documents in this case to the name and address of counsel for Respond Power as follows:

Karen O. Moury, Esquire  
Eckert Seamans Cherin & Mellott, LLC  
213 Market St., 8<sup>th</sup> Fl.  
Harrisburg, PA 17101  
717.237.6036  
[kmoury@eckertseamans.com](mailto:kmoury@eckertseamans.com)

Respectfully submitted,



---

Karen O. Moury  
PA Attorney I.D. # 36879  
Eckert Seamans Cherin & Mellott, LLC  
213 Market St., 8<sup>th</sup> Fl.  
Harrisburg, PA 17101  
717.237.6036  
[kmoury@eckertseamans.com](mailto:kmoury@eckertseamans.com)

Dated: July 5, 2017



Eckert Seamans Cherin & Mellott, LLC  
213 Market Street  
8<sup>th</sup> Floor  
Harrisburg, PA 17101

TEL 717 237 6000  
FAX 717 237 6019  
www.eckertseamans.com

Karen O. Moury  
717.237.6036  
kmoury@eckertseamans.com

May 8, 2017

**Via Electronic Filing**

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

Re: Ruth Shanks v. Respond Power, LLC and PECO Energy Company  
Docket No. F-2017-2599039

Dear Secretary Chiavetta:

Enclosed for electronic filing please find Respond Power LLC's Preliminary Objections and Notice to Plead with regard to the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

A handwritten signature in black ink that reads "Karen". The signature is written in a cursive style with a long horizontal stroke at the end.

Karen O. Moury

KOM/lww  
Enclosure

cc: Certificate of Service w/enc.

**CERTIFICATE OF SERVICE**

I hereby certify that this day I served a copy of Respond Power's Preliminary Objections with Notice to Plead upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

**Via First Class Mail**

Ruth Shanks  
3917 North 9<sup>th</sup> Street  
Philadelphia, PA 19140

Shawane Lee, Esq.  
Exelon Business Services Company  
Legal Dept. S23-1  
2301 Market Street  
Philadelphia, PA 19103-1388

Hon. Charles E. Rainey, Jr.,  
Chief Administrative Law Judge  
PA Public Utility Commission  
PO Box 3265  
Harrisburg, PA 17105-3264

Dated: May 8, 2017



---

Karen O. Moury, Esq.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Ruth Shanks,	:	
	Complainant :	Docket No. F-2017-2599039
v.	:	
	:	
Respond Power, LLC and	:	
PECO Energy Company	:	
	Respondents :	

---

**NOTICE TO PLEAD**

---

TO: Ruth Shanks  
3917 North 9<sup>th</sup> Street  
Philadelphia, PA 19140

Pursuant to 52 Pa. Code § 5.101, you are hereby notified that an answer to the enclosed **Preliminary Objections** of Respond Power, LLC must be filed within 10 days of the date of service of the Preliminary Objections.

All pleadings, such as a Reply to Preliminary Objections, must be filed with the Secretary of the Pennsylvania Public Utility Commission with a copy served to counsel for Respond Power and, where applicable, the Administrative Law Judge presiding over the issue.

File with:

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
PO Box 3265  
Harrisburg, PA 17105-3265

With a copy to:

Karen O. Moury, Esquire  
Eckert Seamans Cherin & Mellott, LLC  
213 Market Street, 8<sup>th</sup> Floor  
Harrisburg, PA 17101



---

Karen O. Moury, Esquire

Attorney for  
Respond Power, LLC

Date: May 8, 2017

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Ruth Shanks,	:	
	Complainant :	Docket No. F-2017-2599039
v.	:	
	:	
Respond Power, LLC and	:	
PECO Energy Company	:	
	Respondents :	

---

**PRELIMINARY OBJECTIONS  
OF RESPOND POWER, LLC**

---

TO: CHIEF ADMINISTRATIVE LAW JUDGE CHARLES E. RAINEY, JR.:

Pursuant to 52 Pa. Code § 5.101(a) of the regulations of the Pennsylvania Public Utility Commission (“Commission”), Respond Power, LLC (“Respond Power”) submits the following Preliminary Objections to the Complaint of Ruth Shanks (“Complainant” or “Shanks”) seeking dismissal of the Complaint. Pursuant to 52 Pa. Code §§ 5.61 and 5.101(d) of the Commission’s regulations, Respond Power previously filed an Answer to the Complaint on April 20, 2017. In support of these Preliminary Objections, Respond Power states as follows:

**I. INTRODUCTION**

1. By the Complaint, Complainant disputes the 2011 enrollment of her electric supply account with Respond Power, which is a licensed electric generation supplier (“EGS”) authorized to supply electric generation services to retail customers throughout Pennsylvania.<sup>1</sup>

2. This Complaint is an appeal of a decision by the Commission’s Bureau of Consumer Services (“BCS”) dismissing Shanks’ informal complaint.

---

<sup>1</sup> Docket No. A-2010-2163898 (Order entered August 19, 2010).

3. While the informal complaint was pending, Complainant and Respond Power executed a Release and Settlement Agreement (“Settlement”) in October 2016. The existence of the Settlement is not in dispute. To the contrary, in the Complaint, Shanks acknowledges having entered into the Settlement.<sup>2</sup>

4. Under the Settlement, McKinley and Ruth Shanks, located at 3917 N. 9<sup>th</sup> Street, Philadelphia, PA 19140, accepted Respond Power’s courtesy refund in the amount of \$2,000 to permanently settle and resolve any and all disputes among them.

5. As Complainant has already relinquished all claims against Respond Power by executing the Settlement and accepting the courtesy refund, it is unlawful for Complainant to seek another bite at the apple and use the Commission’s formal complaint process to circumvent the general release provisions of the Settlement.

6. Due to these circumstances, Respond Power submits that the Complaint should be dismissed on the grounds of lack of Commission subject matter jurisdiction, the legal insufficiency of the Complaint, the lack of Complainant’s capacity to sue, and the pendency of a prior proceeding, which resulted in a Settlement.

7. Since it would be fruitless to schedule a hearing on the Complaint when the Commission lacks statutory authority to grant the relief requested by Shanks, Respond Power respectfully requests dismissal of the Complaint with prejudice.

---

<sup>2</sup> Complaint ¶ 5.

## II. BACKGROUND

8. The Complaint was filed against Respond Power and PECO Energy Company on or about April 11, 2017. Alleging that the account was switched to Respond Power without consent, Shanks seeks the removal of alleged unauthorized charges from the bill.

9. The Secretary's Bureau served the Complaint on Respond Power and PECO on April 18, 2017.

10. On or about April 20, 2017, Respond Power filed an Answer to the Complaint, and on or about April 21, 2017, PECO filed an Answer to the Complaint.

11. By Interim Order dated April 25, 2017 issued by Chief Administrative Law Judge Charles E. Rainey, Jr., the parties were directed to hold a conference seeking to resolve the case and to file a report with Mediator Tiffany A. Hunt within ten days following the conference.

12. As the Complaint was served on Respond Power by Secretarial Letter dated April 18, 2017, these Preliminary Objections are timely filed.

## III. ARGUMENT

### A. Applicable Legal Standards

13. The Commission's Rules of Administrative Practice and Procedure permit the filing of preliminary objections. 52 Pa. Code § 5.101(a)(1)-(7). *Equitable Small Transportation Interveners v. Equitable Gas Company*, 1994 Pa. P.U.C. LEXIS 69, Docket No. C-00935435 (July 18, 1994). The Commission's procedure regarding the disposition of preliminary objections is similar to that utilized in Pennsylvania civil practice. *Id.*

14. Under Section 5.101(a) of the Commission's regulations, preliminary objections must specifically state the legal and factual grounds relied upon and be limited to the following:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding;

- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter;
- (3) Insufficient specificity of a pleading;
- (4) Legal insufficiency of a pleading;
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action;
- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution; and
- (7) Standing of a party to participate in the proceeding.

15. The moving party may not rely on its own factual assertions, but must accept for the purposes of disposition of the preliminary objection, all well-pleaded, material facts of the other party, as well as every inference fairly deducible from those facts. *County of Allegheny v. Cmwlth. of Pa.*, 490 A.2d 402 (Pa. 1985). However, the Commission need not accept as true conclusions of law, unwarranted inferences from facts, argumentative allegations or expressions of opinion. *Stanton-Negley Drug Co. v. Dep't of Pub. Welfare*, 927 A.2d 671, 673 (Pa. Cmwlth. 2007).

16. In deciding the preliminary objections, the Commission must determine whether, based on the well-pleaded factual averments of the party, recovery or relief is possible. *Department of Auditor General, et al. v. SERS, et al.*, 836 A.2d 1053, 1064 (Pa. Cmwlth. 2003); *P.J.S. v. Pa. State Ethics Commission*, 669 A.2d 1105 (Pa. Cmwlth. 1996).

**B. Dismissal Based on Lack of Commission Jurisdiction, 52 Pa. Code § 5.101(a)(1).**

17. Section 5.101(a)(1) of the Commission's regulations permits the filing of a preliminary objection on the basis that the Commission lacks jurisdiction to hear the Complaint. 52 Pa. Code § 5.101(a)(1).

18. On September 15, 2016, Shanks filed an informal complaint with the Commission's BCS regarding the February 16, 2011 enrollment with Respond Power. BCS dismissed the informal complaint by a decision issued on February 21, 2017. The pending Complaint is an appeal of the BCS decision.<sup>3</sup>

19. While the informal complaint was pending, Shanks entered into a Settlement with Respond Power regarding the disputed enrollment. The existence of the Settlement is not in dispute. To the contrary, in the Complaint, Shanks acknowledges having entered into the Settlement.<sup>4</sup>

20. Specifically, on October 19, 2016, Respond Power and Complainant executed a Release and Settlement Agreement, under which McKinley and Ruth Shanks located at 3917 N. 9<sup>th</sup> Street, Philadelphia, PA 19140<sup>5</sup> accepted a \$2,000 courtesy refund to permanently settle and resolve any and all disputes among them.<sup>6</sup>

21. Since Shanks has relinquished all current and future claims against Respond Power by entering into the Settlement and accepting a courtesy refund, it is unlawful to permit Shanks to use the Commission's formal complaint process in an effort to overturn or circumvent that Settlement and pursue claims against Respond Power.

22. Under Section 703(a) of the Public Utility Code, 66 Pa. C.S. § 703(a), if any party complained against shall satisfy the complaint, the Commission is required to dismiss the

---

<sup>3</sup> The notation in the top right-hand corner on the first page of the Complaint shows that it is an appeal of a BCS decision. A copy of the BCS decision, which is a public document pursuant to Section 5.406 of the Commission's regulations, 52 Pa. Code § 5.406, is incorporated by reference and attached as Appendix A.

<sup>4</sup> Complaint ¶ 5.

<sup>5</sup> The names, address and account number provided in the Complaint match those items in the Settlement.

<sup>6</sup> The Settlement and addendum containing the signature of the Complainant's power of attorney, as well as the notarized power of attorney, are attached as Appendix B. Please note that Respond Power is an affiliate of Major Energy.

complaint. Only if a complaint is not satisfied is the Commission authorized under Code Section 703(a) to proceed with a hearing.

23. As Shanks' Complaint has been fully satisfied through the Settlement, the Commission lacks jurisdiction to hear the allegations regarding an unauthorized enrollment or to entertain the requested relief. Permitting this Complaint to proceed would enable Complainant to improperly use the Commission's complaint and hearing process to pursue claims that have been fully resolved and would further require Respond Power to expend unnecessary resources to defend allegations that are moot.

24. To the extent that any legal issue exists concerning an interpretation of or the validity of the Settlement and whether it bars the filing and adjudication of the pending Complaint, that is a matter that is beyond the Commission's jurisdiction and must be resolved by a court of competent jurisdiction. *See Office of Small Business Advocate v. FirstEnergy Solutions Corp.*, Docket No. P-2014-2421556 (Order entered January 26, 2015) (Commission concluded that its jurisdiction "does not extend to interpreting the terms and conditions of a contract between an EGS and a customer"). *See also Allport Water Auth. V. Winburne Water Co.*, 258 Pa. Super. 555, 393 A.2d 673 (Pa. Super. 1978) (Commission lacks jurisdiction to address disputes involving private contracts); *Adams et al. v. Pa. PUC*, 819 A.2d 631 (Pa. Cmwlth. 2003).

25. Therefore, the Complaint should be dismissed on the basis that the Commission lacks jurisdiction to consider the allegations or entertain the requested relief.

**C. Dismissal Based on Legal Insufficiency of Pleading, 52 Pa. Code § 501.1(a)(4).**

26. Paragraphs 18-21 are incorporated herein by reference.

27. Section 501.1(a)(4) of the Commission's regulations permits a preliminary objection to be filed on the basis that the Complaint is legally insufficient. 52 Pa. Code § 5.101(a)(4).

28. Here, the Complaint is legally insufficient in that it is barred by the Settlement executed by the Complainant and Respond Power, by seeking relief that the Commission may not award since the disputed enrollment of the Shanks electric account has been fully resolved by the Settlement.

29. Therefore, the Complaint should be dismissed on the basis that the Complaint is legally insufficient.

**D. Dismissal Based on Lack of Capacity to Sue, 52 Pa. Code § 501.1(a)(5).**

30. Paragraphs 18-21 are incorporated herein by reference.

31. Section 501.1(a)(5) of the Commission's regulations provides that a preliminary objection may be failed alleging a lack of a complainant's capacity to sue. 52 Pa. Code § 501.1(a)(5).

32. Under the Complaint, Shanks seeks relief that Respond Power has no legal obligation to award due to the Settlement executed by the parties in October 2016. Therefore, Complainant has no capacity to sue Respond Power for the relief sought by the Complaint. *See Stewart v. Farrell*, 1983 Pa. Dist. & Cnty. Dec. LEXIS 374 (Court granted preliminary objection based on lack of capacity to sue when no legal obligation existed to provide the requested relief).

33. Therefore, the Complaint should be dismissed on the basis that the Complainant lacks the capacity to sue Respond Power.

**E. Dismissal Based on Pendency of Prior Proceeding, 52 Pa. Code § 501.1(a)(6).**

34. Paragraphs 18-21 are incorporated herein by reference.

35. Section 501.1(a)(6) of the Commission's regulations authorizes the filing of a preliminary objection raising the pendency of a prior proceeding or agreement for alternative dispute resolution. 52 Pa. Code § 501.1(a)(6).

36. Here, Complainant initiated a prior proceeding through the filing of an informal complaint with the Commission's BCS, which was fully resolved through the execution of the Settlement by Shanks and Respond Power. Effectively, Complainant is seeking another bite at the apple, which is impermissible under the Commission's regulations.

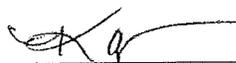
37. Because Complainant has accepted a courtesy refund from Respond Power and fully relinquished all existing and future claims against Respond Power, Shanks is precluded from pursuing the pending Complaint.

38. Therefore, the Complaint should be dismissed on the grounds that the Settlement that was reached as a result of a prior proceeding has satisfied the claims made in the Complaint.

#### IV. CONCLUSION

WHEREFORE, on the basis of the foregoing, Respond Power, LLC respectfully requests dismissal, with prejudice, of the Complaint filed by Ruth Shanks and such other relief as may be deemed appropriate.

Respectfully submitted,



---

Karen O. Moury  
Attorney I.D. No. 36879  
Eckert Seamans Cherin & Mellott  
213 Market St., 8<sup>th</sup> Floor  
Harrisburg, PA 17101

Date: May 8, 2017

Attorney for Respond Power, LLC

## APPENDIX A

Feb. 21. 2017 12:07PM

No. 0885 P. 1/3

PA PUBLIC UTILITY COMMISSION  
BUREAU OF CONSUMER SERVICES  
CLOSING DATA

PRINT DATE: 2/21/2017

BCS CASE NUMBER: 3477113  
CUSTOMER NAME: Ruth Shanks  
SERVICE ADDRESS: 3917 N 9th St  
Philadelphia, PA 19140  
MAILING ADDRESS:

DATE CASE OPENED: 9/15/2016 13:13

-----  
INCOME LEVEL: 8

PRIOR CASE NO:

PRIOR CASE CLOSED DATE:

RESOLUTION:

Decision issued.  
According to Respond Power, McKinley Shanks enrolled this account into a variable rate plan with Respond Power via a sales broker on 2/16/2011. The enrollment was completed by a signed sales agreement and third party verification TPV call. The company is unable to retrieve the TPV or enrollment paperwork due to their age.  
Respond Power is not required to keep record of enrollment information from 2011.  
Respond Power has issued a 2,000.00 courtesy refund to the customer.  
Customer is responsible for the charges from Respond Power.  
This account is no longer enrolled with Respond Power.  
This informal complaint is dismissed.

AMOUNT MONEY  
SAVED:

DECISION ISSUED: Y

ORAL / WRITTEN: W

INVESTIGATOR: Tim Clark

CLOSING DATE: 2/21/2017  
-----

UTILITY NAME: PECO Energy  
ACCOUNT #:  
TOTAL / FINAL ACCOUNT BALANCE: \$530.79  
COMPANY CAP AGREEMENT  
AMOUNT:  
COMPLIANCE  
VIOLATION (ALLEGED, ACTUAL, NO): NO  
CHAP 56 / 64 / OTHER:

UTILITY CODE: 0011  
PRIMARY COMPANY: No

SECTION / RULE:  
-----

UTILITY NAME: Respond Power (EGS)  
ACCOUNT #:  
TOTAL / FINAL ACCOUNT BALANCE:  
COMPANY CAP AGREEMENT  
AMOUNT:  
COMPLIANCE  
VIOLATION (ALLEGED, ACTUAL, NO): NO  
CHAP 56 / 64 / OTHER:

UTILITY CODE: 2106  
PRIMARY COMPANY: No

SECTION / RULE:  
-----

Feb. 21. 2017 12:07PM

No. 0885 P. 2/3

**PA PUBLIC UTILITY COMMISSION  
BUREAU OF CONSUMER SERVICES  
CLOSING DATA**

PRINT DATE: 2/21/2017

Feb. 21. 2017 12:07PM

No. 0885 P. 3/3

**PA PUBLIC UTILITY COMMISSION  
BUREAU OF CONSUMER SERVICES  
CLOSING DATA**

PRINT DATE: 2/21/2017

APPENDIX B

100 Dutch Hill Rd • Suite 310  
Orangeburg, New York 10962  
TEL: 888-MAJOR-60  
FAX: 718-228-2552  
www.majorenergy.com



## RELEASE AND SETTLEMENT AGREEMENT

This Release and Waiver of Liability (the "Release Agreement") is made and entered into this 19th day of October 2016 by and between Major Energy Services, LLC, located at 100 Dutch Hill Road, Suite 310, Orangeburg, New York 10962, Major Energy Electric Services, LLC, located at 100 Dutch Hill Road, Suite 310, Orangeburg, New York 10962, Respond Power LLC, located at 100 Dutch Hill Road, Suite 310, Orangeburg, New York 10962 (collectively hereinafter referred to as "Major Energy") and [McKinley and Ruth Shanks], located at [3917 N 9<sup>th</sup> Street, Philadelphia, PA 19140], with Utility ID number [3852101009] (CUSTOMER). Major Energy and CUSTOMER may sometimes hereinafter be referred to individually as a Party and collectively as the Parties.

WHEREAS, CUSTOMER has, prior to the date hereof, been a customer of Major Energy, LLC; and

WHEREAS, the Parties are currently in dispute regarding the relationship and whether any Party hereto is indebted to any other Party hereto for any amount and for any reason; and

WHEREAS, the Parties desire to enter into this Release Agreement to permanently settle and resolve any and all disputes among them.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

- a. The foregoing recitals are hereby made a part of this Release Agreement.
- b. CUSTOMER, for himself and his agents, representatives, heirs, beneficiaries, personal representatives, executors, administrators, successors, and assigns (collectively, the "CUSTOMER Related Parties"), do hereby jointly and severally, irrevocably and unconditionally, waive, release, remise, acquit, exonerate, forever discharge and indemnify and hold harmless Major Energy, its affiliates and each of its affiliates' managers, directors, officers, employees, members, stockholders, agents, representatives, affiliates, successors and assigns (collectively, the "Major Energy Releasees") of and from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, obligations, claims, demands, grievances, allegations, controversies, promises, covenants, contracts, agreements, damages, costs and expenses (including, without limitation, attorneys' fees), counterclaims, liabilities and judgments, of whatever kind or nature, in law or in equity, known or unknown, now existing or which may develop in the future (collectively, the "Claims") against Major Energy Releasees, arising out of or relating to any sum of money owed at any time, from the beginning of time.

Initials VS

100 Dutch Hill Rd • Suite 310  
Orangeburg, New York 10962  
TEL: 888-MAJOR-60  
FAX: 718-228-2552  
www.majorenergy.com



- c. In full consideration for the foregoing release, Major Energy shall pay to CUSTOMER, the total sum of [two thousand dollars] (\$2,000.00) (the "Settlement Payment").
- d. This Release Agreement shall be considered a settlement agreement in settlement of any and all disputed claims, and shall not be considered or construed as an admission of liability or other concession on the part of any Party.
- e. **NON DEFAMATION & NON-DISPARAGEMENT:** CUSTOMER agrees not to (1) disparage, interfere with or attempt to interfere with, Major Energy's reputation, goodwill, services, business, directors, officers, employees, agents and its affiliates, or (2) engage in any conduct, take any actions or make any statements (oral or written) to the public, future employers, customers, vendors, the investment community, the media, or any other third party whatsoever, that is calculated to have, or reasonably likely or possibly having, the effect of undermining, disparaging or otherwise reflecting negatively, or could reasonably be considered to undermine, disparage or reflect negatively, on Major Energy, its reputation, goodwill, services, business, and/or its directors, officers, employees, agents and its affiliates.
- f. This Release Agreement constitutes the final and entire agreement among the Parties regarding the subject matter hereof and supersedes any prior oral or written agreements, understandings, or representations among the Parties regarding the subject matter hereof. The terms of this Release Agreement can only be amended in writing signed by all of the Parties. The failure of any Party to enforce at any time any of the provisions of this Release Agreement, or the failure to require at any time the performance of any of the provisions of this Release Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every such provision thereafter. The express waiver by a Party of any provision, condition or requirement of this Release Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- g. This Release Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York. Any material dispute between the parties arising under this Release Agreement which is not resolved by good faith negotiation shall be subjected to non-binding arbitration in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court with jurisdiction thereof. The arbitrator shall award attorneys' fees and other costs of the arbitration, including the fees and expenses of the arbitrator, to the prevailing party, as determined by the arbitrator. Notwithstanding the foregoing, each Party may pursue injunctive or other equitable relief in the event of a breach or threatened breach of any provision of this Release Agreement by any other Party, and, in such event, shall not be required to engage in arbitration.

[signatures on the following page]

Initials VS

100 Dutch Hill Rd • Suite 310  
Orangetown, New York 10962  
TEL: 888-MAJOR-60  
FAX: 718-228-2552  
www.majorenergy.com



IN WITNESS WHEREOF, this Release Agreement is executed as of the date set forth

above.

A handwritten signature in black ink, appearing to be 'Dennis...', written over a horizontal line.

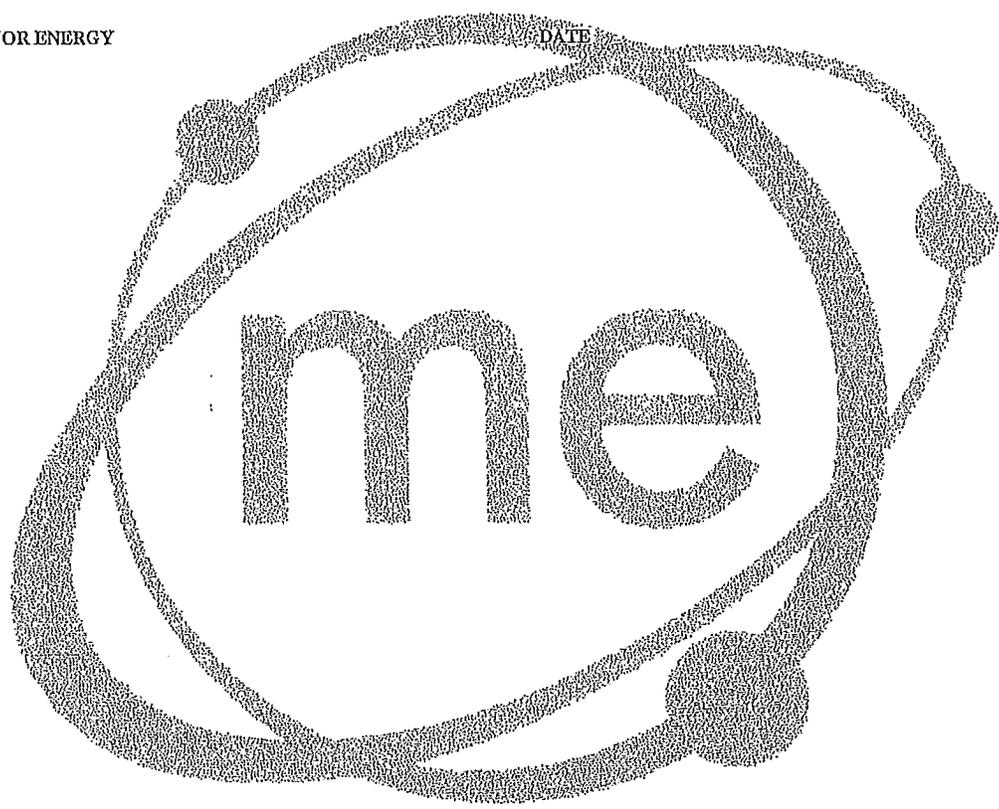
The date '10/19/2016' is handwritten in black ink over a horizontal line.

CUSTOMER

DATE

MAJOR ENERGY

DATE



Initials \_\_\_/\_\_\_

PENNSYLVANIA GENERAL DURABLE POWER OF ATTORNEY

THE POWERS YOU GRANT BELOW ARE EFFECTIVE  
EVEN IF YOU BECOME DISABLED OR INCOMPETENT

NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST KEEP YOUR FUNDS SEPARATE FROM YOUR AGENT'S FUNDS.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA.C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

DATE:

  
(SIGNATURE OF PRINCIPAL)

Ruth Shanks  
(PRINT NAME OF PRINCIPAL)

PENNSYLVANIA GENERAL DURABLE POWER OF ATTORNEY

THE POWERS YOU GRANT BELOW ARE EFFECTIVE  
EVEN IF YOU BECOME DISABLED OR INCOMPETENT

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU, YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

\_\_\_\_\_

*Duncan J. Hawks*

[Insert your name and address] appoint

3917 W. 7th St. Philadelphia [Insert the name and address of the person appointed] as my Agent (attorney-in-fact) to act for me in any lawful way with respect to the following

19140 ZIP

initiated subjects:  
TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

Note: If you initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.

INITIAL

RS (A) Real property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the Commonwealth of Pennsylvania, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

RS (B) Tangible personal property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the Commonwealth of Pennsylvania or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

RS (C) Stock and bond transactions. To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

RS (D) Commodity and option transactions. To buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the principal could if present and under no disability.

PS (E) Banking and other financial institution transactions. To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may

office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

X Paul Shanks  
P Paul Shanks

Choice of Law. THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE COMMONWEALTH OF PENNSYLVANIA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 24 day of August, 2015

X Paul Shanks  
[Your Signature]

STATEMENT OF WITNESS

On the date written above, the principal declared to me in my presence that this instrument is his general durable power of attorney and that he or she had willingly signed or directed another to sign for him or her, and that he or she executed it as his or her free and voluntary act for the purposes therein expressed.

Phillip Shanks [Signature of Witness #1]  
Phillip Shanks [Printed or typed name of Witness #1]  
6032 RICEMAN HOLY [Address of Witness #1, Line 1]  
[Address of Witness #1, Line 2]

X Paul Shanks [Signature of Witness #2]  
Paul Shanks [Printed or typed name of Witness #2]  
1968 W. Mainway Ave [Address of Witness #2, Line 1]  
[Address of Witness #2, Line 2]

A Note About Selecting Witnesses: The agent (attorney-in-fact) may not also serve as a witness. Each witness must be present at the time that principal signs the Power of Attorney in front of the notary. Each witness must be a mentally competent adult. Witnesses should ideally reside close by, so that they will be easily accessible in the event they are one day needed to affirm this document's validity.

PREPARATION STATEMENT

This document was prepared by the following individual:

Vincent Shanks  
[Typed or Printed Name]

Vincent Shanks  
[Signature]

deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

RS (F) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in. To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

RS (G) Insurance and annuity transactions. To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

RS (H) Estate, trust, and other beneficiary transactions. To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

RS (I) Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

RS (J) Personal and family maintenance. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

RS (K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service. To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

RS (L) Retirement plan transactions. To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan; individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

RS (M) Tax matters. To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

RS (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

**SPECIAL INSTRUCTIONS:**

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

---

---

---

---

---

---

---

---

THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRICKEN.)

**Authority to Delegate.** My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

**Right to Compensation.** My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

**Successor Agent.** If any Agent named by me shall die, become incompetent, resign or refuse to accept the

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Phila

On this, the 24 day of August, 2015, before me  
Sarah Branch, the undersigned officer, personally appeared

Vincent Shanks  
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that Vincent Shanks executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

[Notary Seal, if any]:

Sarah Branch  
(Signature of Notary Officer)

Notary Public for the Commonwealth of Pennsylvania

My commission expires: June 16<sup>th</sup> 2017

ACKNOWLEDGMENT EXECUTED BY AGENT

Vincent Shanks [name of agent], have read the attached power of attorney and am the person identified as the agent for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in 20 Pa.C.S. when I act as agent:

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

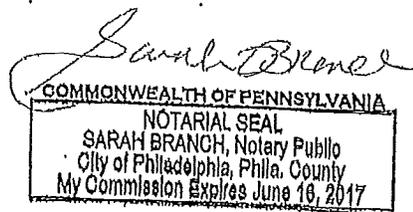
I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Vincent Shanks  
Agent's Signature

Vincent Shanks  
Agent's Printed Name

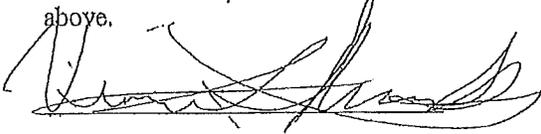
8/24/15  
Date



100 Dutch Hill Rd # Suite 310  
Orangeburg, New York 10962  
TEL: 888-MAJOR-60  
FAX: 718-228-2552  
www.majorenergy.com



IN WITNESS WHEREOF, this Release Agreement is executed as of the date set forth

above.  


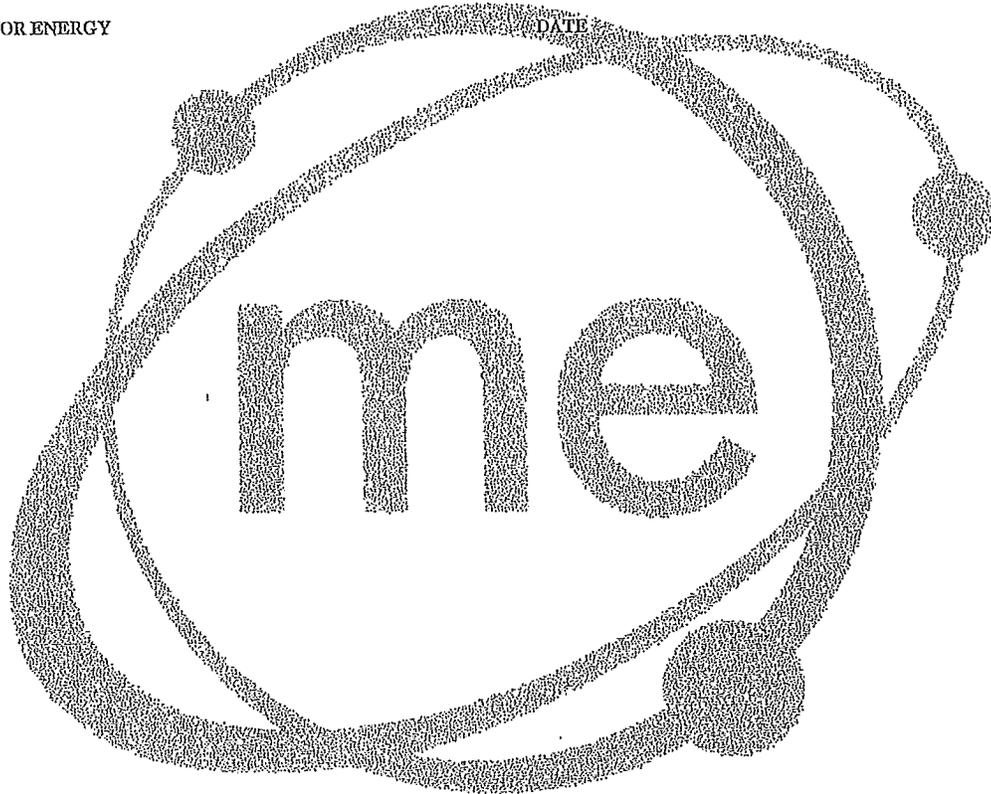
10/19/2016

CUSTOMER

DATE

MAJOR ENERGY

DATE



Initials \_\_\_/\_\_\_

PENNSYLVANIA GENERAL DURABLE POWER OF ATTORNEY

THE POWERS YOU GRANT BELOW ARE EFFECTIVE  
EVEN IF YOU BECOME DISABLED OR INCOMPETENT

NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST KEEP YOUR FUNDS SEPARATE FROM YOUR AGENT'S FUNDS.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA.C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I HAVE READ OR HAD EXPLAINED TO ME THIS NOTICE AND I UNDERSTAND ITS CONTENTS.

DATE:

  
(SIGNATURE OF PRINCIPAL)

Ruth Shanks  
(PRINT NAME OF PRINCIPAL)

PENNSYLVANIA GENERAL DURABLE POWER OF ATTORNEY

THE POWERS YOU GRANT BELOW ARE EFFECTIVE  
EVEN IF YOU BECOME DISABLED OR INCOMPETENT

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

\_\_\_\_\_

Duncan J. Hawks

[Insert your name and address] appoint

3017 North 9th Street Philadelphia [Insert the name and address of the person appointed] as my Agent (attorney-in-fact) to act for me in any lawful way with respect to the following

19140 ZIP

INITIALED SUBJECTS:  
TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.

TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

Note: If you Initial Item A or Item B, which follow, a notarized signature will be required on behalf of the Principal.

INITIAL

RS (A) Real property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, tear down, alter, rebuild, improve manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages, and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically, but without limitation, real property lying and being situated in the Commonwealth of Pennsylvania, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests, or deeds to secure debt.

RS (B) Tangible personal property transactions. To lease, sell, mortgage, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, sale, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interest thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and to maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages, or to take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of the Commonwealth of Pennsylvania or any applicable state, or otherwise hypothecate (pledge), and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, as my Agent shall deem proper.

RS (C) Stock and bond transactions. To purchase, sell, exchange, surrender, assign, redeem, vote at any meeting, or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership, or other legal entity, whether private or public, now or hereafter belonging to me.

RS (D) Commodity and option transactions. To buy, sell, exchange, assign, convey, settle and exercise commodities futures contracts and call and put options on stocks and stock indices traded on a regulated options exchange and collect and receipt for all proceeds of any such transactions; establish or continue option accounts for the principal with any securities or futures broker; and, in general, exercise all powers with respect to commodities and options which the principal could if present and under no disability,

PS (E) Banking and other financial institution transactions. To make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions, or other institutions or associations. To pay all sums of money, at any time or times, that may hereafter be owing by me upon any account, bill of exchange, check, draft, purchase, contract, note, or trade acceptance made, executed, endorsed, accepted, and delivered by me or for me in my name, by my Agent. To borrow from time to time such sums of money as my Agent may

office of Agent, I name the following (each to act alone and successively, in the order named) as successor(s) to such Agent:

x Paul Shanks  
x Paul Amador

Choice of Law. THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE COMMONWEALTH OF PENNSYLVANIA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 24 day of August, 2015

x Paul Amador  
[Your Signature]

STATEMENT OF WITNESS

On the date written above, the principal declared to me in my presence that this instrument is his general durable power of attorney and that he or she had willingly signed or directed another to sign for him or her, and that he or she executed it as his or her free and voluntary act for the purposes therein expressed.

Phillip Shanks [Signature of Witness #1]  
Phillip Shanks [Printed or typed name of Witness #1]  
5035 McMatholy [Address of Witness #1, Line 1]  
[Address of Witness #1, Line 2]

x Paul Amador [Signature of Witness #2]  
Paul Shanks [Printed or typed name of Witness #2]  
1968 W. Medway Ave [Address of Witness #2, Line 1]  
[Address of Witness #2, Line 2]

**Note About Selecting Witnesses:** The agent (attorney-in-fact) may not also serve as a witness. Each witness must be present at the time that principal signs the Power of Attorney in front of the notary. Each witness must be a mentally competent adult. Witnesses should ideally reside close by, so that they will be easily accessible in the event they are one day needed to affirm this document's validity.

PREPARATION STATEMENT

This document was prepared by the following individual:

Vincent Shanks  
[Typed or Printed Name]

Vincent Shanks  
[Signature]

deem proper and execute promissory notes, security deeds or agreements, financing statements, or other security instruments in such form as the lender may request and renew said notes and security instruments from time to time in whole or in part. To have free access at any time or times to any safe deposit box or vault to which I might have access.

RS (F) Business operating transactions. To conduct, engage in, and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in. To organize or continue and conduct any business which term includes, without limitation, any farming, manufacturing, service, mining, retailing or other type of business operation in any form, whether as a proprietorship, joint venture, partnership, corporation, trust or other legal entity; operate, buy, sell, expand, contract, terminate or liquidate any business; direct, control, supervise, manage or participate in the operation of any business and engage, compensate and discharge business managers, employees, agents, attorneys, accountants and consultants; and, in general, exercise all powers with respect to business interests and operations which the principal could if present and under no disability.

RS (G) Insurance and annuity transactions. To exercise or perform any act, power, duty, right, or obligation, in regard to any contract of life, accident, health, disability, liability, or other type of insurance or any combination of insurance; and to procure new or additional contracts of insurance for me and to designate the beneficiary of same; provided, however, that my Agent cannot designate himself or herself as beneficiary of any such insurance contracts.

RS (H) Estate, trust, and other beneficiary transactions. To accept, receipt for, exercise, release, reject, renounce, assign, disclaim, demand, sue for, claim and recover any legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal; assert any interest in and exercise any power over any trust, estate or property subject to fiduciary control; establish a revocable trust solely for the benefit of the principal that terminates at the death of the principal and is then distributable to the legal representative of the estate of the principal; and, in general, exercise all powers with respect to estates and trusts which the principal could exercise if present and under no disability; provided, however, that the Agent may not make or change a will and may not revoke or amend a trust revocable or amendable by the principal or require the trustee of any trust for the benefit of the principal to pay income or principal to the Agent unless specific authority to that end is given.

RS (I) Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Agent shall deem proper.

RS (J) Personal and family maintenance. To hire accountants, attorneys at law, consultants, clerks, physicians, nurses, agents, servants, workmen, and others and to remove them, and to appoint others in their place, and to pay and allow the persons so employed such salaries, wages, or other remunerations, as my Agent shall deem proper.

RS (K) Benefits from Social Security, Medicare, Medicaid, or other governmental programs, or military service. To prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service, and governmental benefits, including but not limited to Medicare and Medicaid, which the principal could exercise if present and under no disability.

RS (L) Retirement plan transactions. To contribute to, withdraw from and deposit funds in any type of retirement plan (which term includes, without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan; individual retirement account, deferred compensation plan and any other type of employee benefit plan); select and change payment options for the principal under any retirement plan; make rollover contributions from any retirement plan to other retirement plans or individual retirement accounts; exercise all investment powers available under any type of self-directed retirement plan; and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could if present and under no disability.

RS (M) Tax matters. To prepare, to make elections, to execute and to file all tax, social security, unemployment insurance, and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; to prepare, to execute, and to file all other papers and instruments which the Agent shall think to be desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violation of any law or other governmental regulation; and to pay, to compromise, or to contest or to apply for refunds in connection with any taxes or assessments for which I am or may be liable.

RS (N) ALL OF THE POWERS LISTED ABOVE. YOU NEED NOT INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

**SPECIAL INSTRUCTIONS:**

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

---

---

---

---

---

---

---

---

THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A GENERAL DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

(YOUR AGENT WILL HAVE AUTHORITY TO EMPLOY OTHER PERSONS AS NECESSARY TO ENABLE THE AGENT TO PROPERLY EXERCISE THE POWERS GRANTED IN THIS FORM, BUT YOUR AGENT WILL HAVE TO MAKE ALL DISCRETIONARY DECISIONS. IF YOU WANT TO GIVE YOUR AGENT THE RIGHT TO DELEGATE DISCRETIONARY DECISION-MAKING POWERS TO OTHERS, YOU SHOULD KEEP THE NEXT SENTENCE, OTHERWISE IT SHOULD BE STRICKEN.)

**Authority to Delegate.** My Agent shall have the right by written instrument to delegate any or all of the foregoing powers involving discretionary decision-making to any person or persons whom my Agent may select, but such delegation may be amended or revoked by any agent (including any successor) named by me who is acting under this power of attorney at the time of reference.

(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

**Right to Compensation.** My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

(IF YOU WISH TO NAME SUCCESSOR AGENTS, INSERT THE NAME(S) AND ADDRESS(ES) OF SUCH SUCCESSOR(S) IN THE FOLLOWING PARAGRAPH.)

**Successor Agent.** If any Agent named by me shall die, become incompetent, resign or refuse to accept the

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Phila

On this, the 24 day of August, 2015, before me  
Sarah Branch, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that Vincent Shawks executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

[Notary Seal, if any]:

Sarah Branch  
(Signature of Notary Officer)

Notary Public for the Commonwealth of  
Pennsylvania

My commission expires: June 16<sup>th</sup> 2017

ACKNOWLEDGMENT EXECUTED BY AGENT

I, Vincent Shawks [name of agent], have read the attached power of attorney and am the person identified as the agent for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in 20 Pa.C.S. when I act as agent:

- I shall exercise the powers for the benefit of the principal.
- I shall keep the assets of the principal separate from my assets.
- I shall exercise reasonable caution and prudence.
- I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Vincent Shawks  
Agent's Signature

Vincent Shawks  
Agent's Printed Name

8/24/15  
Date

