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AUG 29 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Version Revised 12/12/16

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Yolon Energy, LLC, d/b/a _____, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) Broker/Marketer 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:

Yolon Energy, LLC; 1 Hartfield Blvd Ste 100; East Windsor, CT 06088
www.yolonenergy.com
855-537-5603

- 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.

LEGALINC CORPORATE SERVICES INC.
600 GRANT STREET SUITE 660-B
PITTSBURGH PA, 15219
phone 888-462-3453 / fax 877-919-2613

- 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.

Elisabeth Bottomley, Managing Member; 1 Hartfield Blvd Ste 100; East Windsor, CT 06088
OFFICE 860-254-5928; FAX 860-254-5924
ebottomley@yolonenergy.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.

Robert L. Iamonaco ; 150 Trumbull Street, 2nd Floor; Hartford, CT 06103
OFFICE 860-247-4300; FAX 860-293-2280
RLI@rlilaw.com

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: (Required of ALL Applicants)** 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 Electric Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed EGSs.

Elisabeth Bottomley, Managing Member; 1 Hartfield Blvd Ste 100; East Windsor, CT 06088
OFFICE 860-254-5928; FAX 860-254-5924; ebottomley@yolonenergy.com
Timothy Lockwood, Managing Member; 1 Hartfield Blvd Ste 100; East Windsor, CT 06088
OFFICE 860-254-5927; FAX 860-254-5924; tlockwood@yolonenergy.com

2. BUSINESS ENTITY FILINGS AND REGISTRATION

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

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

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

or

The Applicant will not be using a fictitious name.

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

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

The Applicant is a sole proprietor.

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

or

The Applicant is a:

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

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

or

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The Applicant is a:

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

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above. See attached form for Foreign LLC Registration: Entity #6558169
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.
Organized in MA. Copy of Operating Agreement is attached.
- Give name and address of officers.
Russell Monroe; 1 Hartfield Blvd Ste 100; East Windsor, CT 06088
Timothy Lockwood; 1 Hartfield Blvd Ste 100; East Windsor, CT 06088
Elisabeth Bottomley; 1 Hartfield Blvd Ste 100; East Windsor, CT 06088

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.
Yolon Energy, LLC does not have any affiliates doing business, therefore none applying to operate in Pennsylvania.
- 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.
Yolon Energy, LLC operated under the name of Stratus Energy Group, LLC from 11/11/2013 to 8/19/2014. Name was changed to avoid conflict with a Texas firm operating under the same name.

4. OPERATIONS

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

Definitions

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

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

or

- The Applicant is not presently doing business in Pennsylvania.

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

- Generator of electricity
- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
 - Check here to verify that your organization will not be taking title to the electricity nor will you be making payments for customers.
- Electric Cooperative and supplier of electric power
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.
Energy consultant for commercial/industrial customers. We will provide customers with detailed analysis of current usage, present competitive supply options, and recommend best course of action. We will provide the supplier agreement to the customer and return the executed agreement to the supplier. We will not take title to the power.

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

- | | |
|---|---|
| <input type="checkbox"/> Citizens' Electric | <input type="checkbox"/> Pike |
| <input type="checkbox"/> Duquesne Light | <input type="checkbox"/> PPL |
| <input type="checkbox"/> Met-Ed | <input type="checkbox"/> UGI Utilities |
| <input type="checkbox"/> PECO | <input type="checkbox"/> Wellsboro |
| <input type="checkbox"/> Penelec | <input type="checkbox"/> West Penn |
| <input type="checkbox"/> Penn Power | <input checked="" type="checkbox"/> Entire Commonwealth of PA |

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

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Residential and Small Commercial as Mixed Meter ONLY (CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE)
- Large Commercial Customers - (Over 25 kW)
- 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 issuance of licensing

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.

Neither Yolon Energy, LLC nor any person associated with it is a current or prior defendant of a criminal or civil proceeding within the last (5) years.

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

N/A

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

There have been no complaints filed against Yolon Energy, LLC by customers, regulatory agencies, or prosecutory agencies, including Utility Commissions and Consumer Protection Agencies, for the prior (5) years.

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

N/A

6. PROOF OF SERVICE

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

- 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:

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

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

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

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

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

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

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

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

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

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

PPL:
Office of General Counsel
Attn: Kimberly A. Klock
PPL
Two North Ninth Street (GENTW3)
Allentown, PA 18101-1179

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

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

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

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

7. FINANCIAL FITNESS

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

- Furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.
- Furnishing the **ORIGINAL** of another initial security for Commission approval, to ensure financial responsibility, such as a parental guarantee, in the amount of \$250,000.
- For Marketers and Brokers** - Filing for a modification to the \$250,000 requirement and furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$10,000. Applicant is required to provide information supporting an amount less than \$250,000. Such supporting information must include indication that the Applicant will not take title to electricity and will not pay electricity bills on behalf of its customers. Further details for modification may be described as well.

Yolon Energy, LLC will not take title to electricity and will not pay electricity bills on behalf of its customers.

CRITICAL BONDING NOTES:

Applicant is required to maintain a bond or other financial instrument the entire time it maintains an EGS license with the Commonwealth of Pennsylvania. If Applicant's security instrument is not continuous, Applicant **MUST** submit a Rider, Amendment, or Continuation Certificate annually based on the expiration date of its security instrument.

Sixty days (60) prior to the security instrument's expiration date, Applicant should contact Stephen Jakab at sjakab@pa.gov to determine the appropriate bonding amount based on a percentage of Applicant's gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. Once the amount has been determined, Applicant should overnight the updated security instrument(s) at least thirty (30) days prior to the expiration date to ensure adequate time for staff review and approval of the security instrument(s).

Example version of a bond, letter of credit, and parental guarantee are attached at Appendix D, E, & F, respectively. Applicant's security must follow language from these examples. Any deviation from these examples must be identified in the application and may not be acceptable to the Commission.

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

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
Three member LLC with no 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)
none published
- Applicant's accounting statements, including balance sheet and income statements for the past two years.
see attached P&L and Balance Sheets for 2015 & 2016
- 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.
see attached copy of Equifax Credit Report
- 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.
see attached copy of certificate of insurance
- Audited financial statements exhibiting accounts over a minimum two year period.
see attached P&L and Balance Sheets for 2015 & 2016
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.
see attached copies of tax returns for 2015 & 2016

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.

Yolon Energy, LLC has broker agreements with suppliers enabling us to obtain competitive pricing for our customers, to which we add a unit margin to the pricing to cover our service fees prior to submitting the price to the customer. As the customer's power flows and is billed, the supplier forwards our unit margin to us, generally on a monthly basis.

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.

Susan DiMare, 1 Hartfield Blvd Ste 100, East Windsor, CT 06088
CELL 413-237-0968; FAX 860-254-5924
sdimare@yolonenergy.com

f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix G 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.

8. TECHNICAL FITNESS:

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

a. **EXPERIENCE, PLAN, STRUCTURE:** such information may include:
see attached supplement

- Applicant's previous experience in the electricity industry.
- Summary and proof of licenses as a supplier of electric 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.
- Documentation of membership in PJM, ECAR, MAAC, other regional reliability councils, or any other membership or certification that is deemed appropriate to justify competency to operate as an EGS within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

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

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

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.

- 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 attachment

- 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

- f. **FERC FILING:** Applicant has:

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

9. DISCLOSURE STATEMENTS:

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

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

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

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **PJM LOAD SERVING ENTITY REQUIREMENT:** As a prospective EGS, the applicant understands that those EGSs which provide retail electric supply service (i.e. takes title to electricity) must provide either:
- proof of registration as a PJM Load Serving Entity (LSE), or
 - proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

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

(Select only one of the following)

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

b. STANDARDS OF CONDUCT AND DISCLOSURE: As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 54.43, as well as any future amendments.

AGREED

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

- Retail Electricity Choice Activity Reports: The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.
- Net Metering Reports: Applicant shall be responsible to report any Net Metering per the Standards on http://www.puc.pa.gov/consumer_info/electricity/alternative_energy.aspx. Scroll down to the Net Metering Standards Section.
- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(d).
- Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

AGREED

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

AGREED

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

ACKNOWLEDGED

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

AGREED

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

AGREED

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

AGREED

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

AGREED

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

AGREED

- k. **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

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

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 EDC. For example, an applicant that wants to operate in Penn Power 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.

| | Erie Times-News | Harrisburg Patriot-News | Philadelphia Daily News | Pittsburgh Post-Gazette | Scranton Times-Tribune | Williamsport Sun-Gazette | Johnstown Tribune-Democrat |
|---------------------|-----------------|-------------------------|-------------------------|-------------------------|------------------------|--------------------------|----------------------------|
| Citizens' Electric | | | | | | X | |
| Duquesne | | | | X | | | |
| Met Ed | | X | X | | X | | |
| PECO | | | X | | | | |
| Penelec | X | X | | | X | X | X |
| Penn Power | X | | | X | | | |
| Pike | | | | | X | | |
| PPL | | X | X | | X | X | |
| UGI | | | | | X | | |
| Wellsboro | | | | | | X | |
| West Penn | | X | | X | | X | X |
| Entire Commonwealth | X | X | X | X | X | X | X |

(Example Publications are provided at Appendices I and J)

13. SIGNATURE

Applicant: Yolon Energy, LLC
 By: *E. Bottomley*
 Title: Elisabeth Bottomley, Managing Member

14. CHECKLIST

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

Applicant: Yolon Energy, LLC

| | | |
|--|---|--|
| | Signature | |
| | Filing Fee (CERTIFIED CHECK OR MONEY ORDER ONLY) | |
| | Application Affidavit | |
| | Operations Affidavit | |
| | Proof of Publication | |
| | Bond or Letter of Credit | |
| | Tax Certification Statement | |
| | Commonwealth Department of State Verification | |
| | Certificate of Service | |

Applicant's Use

PUC Secretary's Bureau Use

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 SECRETARY'S BUREAU

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Massachusetts :

ss. Monson

County of Hampden :

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

[He/she is the Managing Member (Office of Affiant) of Yolon Energy, LLC (Name of Applicant);]

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

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

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

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

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

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

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AUG 29 2017

E. Bottomley
Signature of Affiant

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

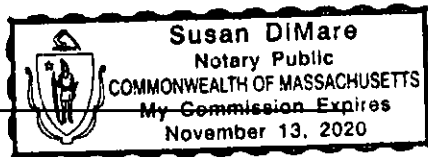
Sworn and subscribed before me this 29 day of August, 2017.

Susan DiMare

Susan DiMare, Notary Public

Signature of official administering oath

My commission expires _____



Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of Massachusetts :

ss. Monson

County of Hampden :

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

[He/she is the Managing Member (Office of Affiant) of Yolon Energy, LLC (Name of Applicant);]

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

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

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

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

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

Appendix B (Continued)

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

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

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

E. Ballance

Signature of Affiant

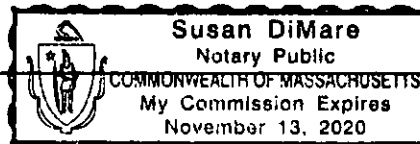
Sworn and subscribed before me this 29 day of August, 2017.

S. DiMare

Susan DiMare, Notary Public

Signature of official administering oath

My commission expires



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Appendix C

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

CERTIFICATE OF SERVICE

On this the 29th day of August 2017, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

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

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

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

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

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

Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

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

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

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

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

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

Office of General Counsel
Attn: Kimberly A. Klock
PPL
Two North Ninth Street (GENTW3)
Allentown, PA 18101-1179

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

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


Elisabeth Bottomley, Managing Member
Yolon Energy, LLC

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

Susan DiMare
1 Hartfield Blvd Ste 100
East Windsor CT 06088

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Yolon Energy, LLC


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

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEBSITE AT www.dos.pa.gov/BusinessCharities OR YOU MAY CONTACT US BY TELEPHONE AT (717)787-1057. INFORMATION REGARDING BUSINESS AND UCC FILINGS CAN BE FOUND ON OUR SEARCHABLE DATABASE AT www.corporations.pa.gov/Search/CorpSearch.

ENTITY NUMBER : 6558169

Entity# : 6558169
Date Filed : 05/22/2017
Pedro A. Cortés
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

| | | | | | |
|--|-------|----------|---|--|--|
| Document will be returned to the name and address entered below. Susan DiMare | | | Foreign Registration Statement DSCB: 15-412 (rev. 2/2017)  412 | | |
| Name 1 Hartfield Blvd Ste 100, | | | | | |
| Address East Windsor CT 06088 | | | | | |
| City | State | Zip Code | | | |
| | | | | | |

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$250

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- Business Corporation Limited Partnership Business Trust
 Nonprofit Corporation Limited Liability (General) Partnership Professional Association
 Limited Liability Company Limited Liability Limited Partnership

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

Yolon Energy, LLC

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation: MA

4. The street and mailing address of the association's principal office.

600 Grant St, Suite 660-B Pittsburgh PA 15219

Number and street City State Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

Number and street City State Zip

5. The (a) address of the association's registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

Complete part (a) OR (b) – not both:

(a) _____
 Number and street City OR State Zip County

(b) c/o: LEGALINC CORPORATE SERVICES INC. Allegheny
 Name of Commercial Registered Office Provider County

6. Check one of the following:

- The association may not have series.
- The association may have one or more series.

7. Effective date of registration of foreign association (check, and if appropriate complete, one of the following):

- The Foreign Registration Statement shall be effective upon filing in the Department of State.
- The Foreign Registration Statement shall be effective on: _____ at _____
 Date (MM/DD/YYYY) Hour (if any)

8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

- The association is a limited liability company which is not organized to render any of the below professional service(s).
- The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)

___ Chiropractic ___ Dentistry ___ Law ___ Medicine and surgery
 ___ Optometry ___ Osteopathic medicine and surgery ___ Podiatric medicine ___ Public accounting
 ___ Psychology ___ Veterinary medicine

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof 22nd day of May, 2017
 this _____

Yolon Energy, LLC
 Name of Association
 Susan DiMare
 Signature
 Office Manager
 Title

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AUG 29 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

OPERATING AGREEMENT

OF

YOLON ENERGY, LLC

A MASSACHUSETTS LIMITED LIABILITY COMPANY

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ARTICLE I
DEFINITIONS

The following terms used in the Operating Agreement shall have the following meanings (unless otherwise expressly provided herein);

(a) "Certificate of Organization" shall mean the Certificate of Organization of **YOLON ENERGY, LLC**, as filed with the Secretary of the Commonwealth of Massachusetts, as the same may be amended from time to time. A copy of the Certificate of Organization is attached hereto as Exhibit A.

(b) "Capital Account" as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article VII.

(c) "Capital Contribution" shall mean any agreed contribution to the capital of the Company in cash, property or services by a Member whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement as set forth on Exhibit B attached hereto.

(d) "Company Interest" shall mean, with respect to each Member, such Member's interest in the profits and losses of the Company as set forth on Exhibit B attached hereto.

(e) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "Company" shall refer to **YOLON ENERGY, LLC**.

(g) "Deficit Capital Account" shall mean, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year.

(h) "Distributable Cash" means all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; (iii) such Reserves as the Managers deem reasonably necessary to the proper operation of the Company's business.

(i) "Entity" shall mean a general partnership, a limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation or any other legal or commercial entity.

(j) "Event of Dissociation" means the resignation, death or insanity of a Member, as provided in Section 36 and 42 of the Massachusetts Act.

(k) "Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

(l) "Gifting Member" shall mean any Member who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest.

(m) "Majority Interest" shall mean one or more Interests of Members which taken together equals or exceeds two-thirds of the aggregate of all Company Interests.

(n) "Managers" shall mean one or more Managers designated in the manner provided in this Agreement.

(o) "Massachusetts Act" shall mean the Massachusetts Limited Liability Company Act (M.G.L. Ch. 156C).

(p) "Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members as permitted herein. To the extent a Manager has acquired a Membership Interest in the Company, he, she or they will have all rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he, she or they have acquired such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest, as the case may be.

(q) "Membership Interest" shall mean, a Member's entire interest in the Company and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement or the Massachusetts Act.

(r) "Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting selected by the Managers at the close of each fiscal year on the Company's information tax return filed for federal income tax purposes.

(s) "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(t) "Person" shall mean an individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns or such "Person" where the context so permits.

(u) "Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Managers for capital expenditures, working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(v) "Selling Member" shall mean any Member which sells, assigns, or otherwise transfers for consideration all or any portion of its Membership Interest.

(w) "Transferring Member" shall collectively mean a Selling Member and a Gifting Member.

(x) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Certificate of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

ARTICLE II FORMATION OF COMPANY

Section 2.1 - Formation. The Company whose address is 27 Blacksmith Road, Feeding Hills, Massachusetts 01030, was formed as a limited liability company under the Massachusetts Act by the filing of its Certificate of Organization with the Secretary of the Commonwealth of Massachusetts on

ARTICLE III BUSINESS OF COMPANY

Section 3.1 - Permitted Businesses. The business of the Company shall be as set forth in its Certificate of Organization.

ARTICLE IV NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the initial and subsequent Members are as set forth on Exhibit B attached hereto.

ARTICLE V RIGHTS AND DUTIES OF MANAGERS

Section 5.1 - Management. The business and affairs of the Company shall be managed by its Managers. The Managers shall direct, manage and control the business of the Company to the best of their ability. Except for situations in which the approval of the members is expressly required by this Operating Agreement or by nonwaivable provisions of applicable law, the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may exercise all of the powers delegated to the Managers herein and may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Operating Agreement.

Section 5.2 - Number, Identity, Tenure and Qualifications. The Company shall have three (3) Managers.

The Managers shall be: Russell A. Monroe, Timothy S. Lockwood and Elisabeth Bottomley.

The number of Managers of the Company shall be fixed from time to time by the affirmative vote or written consent of Members holding at least two-thirds of all Company Interests, but in no instances shall there be less than one Manager. Each Manager shall hold office until his successor shall have been elected and qualified or such earlier time as he may resign or be removed as provided herein. Managers shall be elected by the affirmative vote or written consent of Members holding at least a Majority Interest. A Manager need not be a Member.

Section 5.3 - Certain Powers of Managers. Without limiting the generality of Section 5.1, the Managers shall have power and authority on behalf of the Company:

- (a) To acquire property from any Person as the Managers may determine;
- (b) To borrow money for the Company from banks, other lending institutions, individuals, the Managers, Members, or affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to mortgage, hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;
- (c) To purchase liability and other insurance to protect the Company's property and business;
- (d) To hold and own any Company real and/or personal properties in the name of the Company;
- (e) To invest any company funds temporarily (by way of example but not limitation) in time deposits, short term governmental obligations, commercial paper or other investments;
- (f) Upon the affirmative vote or written consent of Members holding at least two-thirds of all Company Interests, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan;
- (g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary or appropriate, in the opinion of the Managers, to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(i) To enter into any and all agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve;

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business; and

(k) To delegate his or their power and authority to another party of his or their choice by the use of a valid Power of Attorney.

(l) Except as otherwise provided in this Agreement, the affirmative vote of not less than two-thirds of the Managers shall be required to approve any matter coming before the Managers.

Unless authorized by the Operating Agreement or by written authorization of a Manager or Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member (other than a Member who is also a Manager) shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with the previous sentence. Any Member who takes any action in violation of this Agreement including, without limitation, Article V of this Agreement, shall be responsible for any and all loss, cost or damage incurred by the Company as a result of such unauthorized action and such Member agrees to indemnify and hold the Company harmless against any such loss, cost or damage including, without limitation, attorneys' fees and court costs.

Section 5.4 - Manager Has No Exclusive Duty to Company. The Managers shall not be required to manage the Company as his sole and exclusive or their sole and exclusive function and he or they may have other business interests and may engage in other activities in addition to those relating to the Company.

Section 5.5 - Bank Accounts. The Managers may from time to time open bank accounts in the name of the Company, and the Managers shall be the sole signatory thereon, unless the Managers determine otherwise.

Section 5.6 - Company Books. In accordance with Section 9.2 herein, the Managers shall maintain and preserve, during the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense.

Section 5.7 - Indemnity of Managers. The Company shall indemnify the Managers from and against any claim by any third party seeking monetary damages against such Managers arising out of such Managers' performance of their duties in good faith and in accordance with Section 8 of the Massachusetts Act.

Section 5.8 - Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not, by itself, affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

Section 5.9 - Removal. Any Manager may be removed at any time, with or without cause, by the affirmative vote or written consent of Members holding a Majority Interest. The removal of a Manager who is also a Member shall not, by itself, affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

Section 5.10 - Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote or written consent of Members holding a Majority Interest.

Section 5.11 - Compensation of Managers. The Managers shall receive no compensation for his or their services unless voted upon by two-thirds or more of the Members holding Company Interest.

Section 5.12 - Vote of Managers. Notwithstanding anything to the contrary in this Agreement, the Managers shall not undertake any of the following action without the approval of two-thirds of the Members:

5.1.3.1. any capital transaction which is defined as any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financing, refinancing, condemnations, recoveries of damage awards, and insurance proceeds;

5.1.3.2. the Company's lending more than \$10,000.00 on any one occasion;

5.1.3.3. the admission of additional Members to the Company;

5.1.3.4. the Company's engaging in business in any jurisdiction which does not provide for the registration of limited liability companies;

5.1.3.5. the Company entering into any contracts and agreements having an aggregate value of more than \$25,000.00 in any one (1) calendar year; and

5.1.3.6. the Company borrowing in excess of \$25,000.00.

ARTICLE VI RIGHTS AND OBLIGATIONS OF MEMBERS

Section 6.1 - Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement by the Massachusetts Act and other applicable law.

Section 6.2 - List of Members. Upon written request of any Member, the Managers shall provide a list showing the names, addresses and Membership Interests of all Members.

Section 6.3 - Approval of Sale of All Assets. The Members shall have the right, by the affirmative vote or written consent of Members holding at least two-thirds of all Company Interests, to approve the sale, exchange or other disposition of all or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

Section 6.4 - Priority and Return of Capital. Except as may be expressly provided in Article IX, no Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided, however, that this Section shall not apply to repayment of loans (as distinguished from Capital Contributions) which a Member has made to the Company.

Section 6.5 - Voting Rights. Each Member will have a pro rata vote commensurate with his or her Interest in the Company.

Section 6.6 - Arbitration. In the event each of the Members, after a good faith attempt, cannot agree on how to proceed, each Member shall appoint an arbitrator within seven (7) days of a demand for arbitration by the other Member. Such arbitrators so selected shall appoint a third arbitrator, and the decision of a majority of the arbitrators shall be binding on all Members. Each Member shall be responsible for the fees of the arbitrator so appointed by them and each Member shall share equally in the costs associated with the third arbitrator.

ARTICLE VII CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

Section 7.1 - Members' Capital Contributions. Each Member shall contribute such cash, property or services as is set forth in Exhibit 13 hereto as its share of the Initial Capital Contribution.

Section 7.2 - Additional Contributions. Except as set forth in Section 7.1 no Member shall be required to make any Capital Contribution. The Members may determine from time to time that additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification or to meet operating deficits). In such event, the Members shall

have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their Company Interest.

Section 7.3 - Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. In general, each Member's Capital Account will be: (I) increased by (a) the amount of money contributed by such Member to the Company; (b) the agreed fair market value of property or services contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); and (c) allocations to such Member of Net Profits and; (II) decreased by (a) the amount of money distributed to such Member by the Company; (b) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); and (c) allocations to the account of such Member Net Losses. Capital Accounts will be maintained in accordance with the requirements of 704(b) of the Code and the Treasury Regulations promulgated thereunder.

(b) In the event of a permitted sale or exchange of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest in accordance with Section 1.704-1(b)(iv) of the Treasury Regulations.

(c) Upon liquidation of the company (or the Member's Membership Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty days of the end of the taxable year (or, if later, within 120 days after the date of the liquidation). The Company may offset damages for breach of this Operating Agreement by a Member whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of the Company) against the amount otherwise distributable to such Member.

(d) Except as otherwise required in the Massachusetts Act (and subject to Section 7.1 and 7.2), no Member shall have any liability to restore all or any portion of a deficit balance in such Member's Capital Account.

ARTICLE VIII
ALLOCATIONS, INCOME TAX AND DISTRIBUTIONS

Section 8.1 - Allocations of Profit and Losses. The Net Profits and Net Losses of the Company for each Fiscal Year will be allocated to the Members' interests in accordance with the percentage allocations set forth in Exhibit B attached hereto and in compliance with applicable tax law.

Section 8.2 - Distributions. Except as provided in Section 7.3(c), all distributions of cash or other property shall be made to the Members pro rata in proportion to the respective Capital Interests of the Members on the record date of such distribution. Except as provided in Section 8.4, all distributions of Distributable Cash and property shall be made at such time as determined by the Managers. No Member shall have the right to demand and receive property other than cash irrespective of the nature of its Capital Contribution. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 8.2.

Section 8.3 - Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.

Section 8.4 - Interest On and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to return of its Capital Contribution, except as otherwise specifically provided for herein.

Section 8.5 - Loans to Company. Nothing in this Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

Section 8.6 - No Right to Distribution. Anything in this Agreement or in Section 32 of the Massachusetts Act to the contrary notwithstanding, no Member shall be entitled to receive any distribution of money or other property in excess of \$1.00 by reason of such persons ceasing to be a Member, except (i) upon dissolution of the Company, or (ii) upon affirmative vote or written consent of Members holding a Majority Interest.

A R T I C L E I X **ACCOUNTING REPORTS**

Section 9.1 - Accounting Period. The Company's accounting period shall be the calendar year

Section 9.2 - Records, Audits and Reports. The Managers shall maintain records and accounts of all operations and expenditures of the Company. At a minimum the Company shall keep at its principal place of business the following records:

(a) A current and a past list setting forth in alphabetical order the full name and last known business, residence, or mailing address of each Member, both past and present;

(b) A copy of the Certificate of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any articles of amendment have been executed;

(c) Copies of the Company's federal, state, and local income tax returns and financial statements for the three most recent years, or if such returns or statements were not

prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the members to enable them to prepare their federal, state and local tax returns for such period;

(d) Copies of the Company's current effective written Operating Agreement and all amendments thereto and copies of any written operating agreements no longer in effect;

(e) A writing setting forth the amount of cash, if any, and a statement of the agreed value of other property or services contributed by each member and the times at which or the events upon the happening of which any additional contributions are to be made by each Member;

(f) A writing stating events, if any, upon the happening of which the Company is to be dissolved and its affairs wound up;

(g) Other writings, if any, prepared pursuant to a requirement in this Agreement.

Section 9.3 - Returns and Other Elections. The Managers shall cause the preparation and timely filing of all returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members as soon as practical after the end of the Company's fiscal year but in any event prior to the date upon which Federal and Massachusetts State tax returns are required to be filed by Members.

The "Tax Matters Partner", under Section 6231 of the Internal Revenue Code of 1986, as amended, who will manage administrative tax proceedings with the Internal Revenue Service, will be determined by Members holding a Majority Interest.

All elections permitted to be made by the Company under federal or state laws shall be made by the Managers in their sole discretion, provided that the Managers shall make any tax election requested by Members owning a Majority Interest.

ARTICLE X **TRANSFERABILITY**

Section 10.1 - General. No Member shall have the right to:

(a) sell, assign, transfer, pledge, hypothecate, exchange or otherwise transfer for consideration, (collectively, "sell"), or

(b) gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) all or any part of its Membership Interest without the vote or written consent of Members holding a Majority Interest.

(c) In the event of either the purchase of the Selling Member's interest in the company by a third party purchaser or the gift of an interest in the Company, and as a condition to recognize one or more of the effectiveness and binding nature of any such sales or gift and (subject to Section 10.2, below) substitution of a new Member as against the Company or otherwise a majority of the remaining Members may require the Selling Member or Gifting Member and the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other acts which the remaining majority of the Members may deem necessary or desirable to:

(i) constitute such purchaser, as a Member, donee or successor-in-interest as such;

(ii) confirm that the person desiring to acquire an interest or interests in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Operating Agreement, as the same may have been further amended;

(iii) preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;

(iv) maintain the status of the Company as a partnership for federal tax purposes; and

(v) assure compliance with any applicable state and federal laws including securities laws and regulations.

(d) Any sale or gift of a Membership Interest or admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given.

(e) The Selling Member hereby indemnifies the Company and the remaining Members against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

(f) A Transferring Member may gift all or any portion of its Membership Interest without regard to Section 10.1(a) and (b) provided that the donee or other successor-in-interest (collectively, "donee") complies with Section 10.1(c) and further provided that the donee is either the Gifting Member's spouse, former spouse, or lineal descendent (including adopted children). In the event of the gift of all or any portion of a Gifting Member's Membership Interest to one or more donees who are under 25 years of age, one or more trusts shall be established to hold the gifted interest(s) for the benefit of such donee(s) until all of the donee(s) reach the age of at least 25 years.

Section 10.2 - Transferee Not Member in Absence of Consent of Holders of Majority Interest. Notwithstanding anything contained herein to the contrary (including, without limitation, Section 10.2 hereof), if Members holding a Majority Interest do not approve, by written consent, of the proposed sale or gift of the Transferring Member's Membership Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. No transfer of a Member's interest in the Company (including any transfer which has not been approved by written consent of the Members holding a Majority Interest) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the nontransferring Members.

ARTICLE XI **ADDITIONAL MEMBERS**

Section 11.1 - General. From the date of the formation of the Company, any person or entity acceptable to Members holding a Majority Interest by their written consent may become a Member in the Company either by the issuance by the Company of Membership Interests for such consideration as Members holding Majority Interest by their written consent shall determine, or as a transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Managers may, at their option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE XII **DISSOLUTION AND TERMINATION**

Section 12.1 - Dissolution.

(a) The Company shall be dissolved and its affairs shall be wound up upon the happening of any of first to occur of the following

- (i) at the time specified in its Certificate of Organization;
- (ii) written consent of Members holding at least a Majority Interest; or
- (iii) an Event of Dissociation of a Member, unless there is at least one remaining Member and the business of the Company is continued by the written consent of remaining Member holding a Majority Interest within 90 days after the Event of Dissociation, and

(iv) entry of a decree of final dissolution under Section 43 of the Massachusetts Act.

Each of the Members hereby agrees that within 60 days after the occurrence of an Event of Dissociation, he or she will promptly consent, in writing, to continue the business of the Company. Each of the Members further agrees to promptly consent, in writing, to continue the business of the Company upon a sale or gift of a Transferring Member's entire Membership Interest. Such consents shall be mailed or hand delivered to the principal place of business of the Company set forth in Section 2.3 hereof (or to such other address designated by the Managers) no later than 50 days after each Withdrawal Event or transfer by Member of its entire Membership Interest). The sole remedy for breach of a Member's obligation to consent to continue the business of the Company under this Section shall be money damages (and not specific performance).

(b) As soon as possible following the occurrence of any of the events specified in this Section 12.1 effecting the dissolution of the Company, the Managers shall proceed to wind up the Company's business in accordance with the Section 46 of the Massachusetts Act.

(c) Except as expressly permitted in this Operating Agreement, a Member shall not voluntarily resign or take any other voluntary action which directly causes an Event of Dissociation. Unless otherwise approved in writing by Members owning a Majority Interest, a Member who resigns (a "Resigning Member") or whose Membership Interest is otherwise terminated by virtue of an Event of Dissociation, regardless of whether such Event of Dissociation was the result of a voluntary act by such Member, shall not be entitled to receive any distributions to which such Member would not have been entitled had such Member remained a Member. Damages for breach of this Section 12.1(d) shall be monetary damages only (and not specific performance), and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled.

A R T I C L E X I I I M I S C E L L A N E O U S P R O V I S I O N S

Section 13.1 - Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

Section 13.2 - Application of Massachusetts Law. This Operating Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Massachusetts, and specifically the Massachusetts Act.

Section 133 - Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

Section 13.4 - Amendments. This Operating Agreement may not be amended except by the unanimous written agreement of all of the Members.

Section 13.5 - Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

Section 13.6 - Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

Section 13.7 - Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

Section 13.8 - Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 13.9 - Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 13.10 - Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Section 13.11 - Heirs, Successor and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

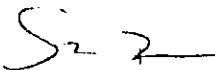
Section 13.12 - Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

Section 13.13 - Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

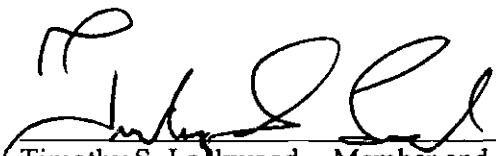
Section 13.14 - Rule Against Perpetuities. The parties hereto intend that the Rule against Perpetuities (and any similar rule of law) not be applicable to any provisions of this Operating Agreement. However, notwithstanding anything to the contrary in this Operating Agreement, if any provision in this Operating Agreement would be invalid or enforceable because of the Rule against Perpetuities or any similar rule of law but for this Section 13.14, the parties hereto hereby agree that any future interest which is created pursuant to said provision shall cease if it is not vested within twenty-one years after the death of the survivor of the group composed of the initial Members who are individuals and their issue who are living on the date of this Operating Agreement and their issue, if any, who are living on the effective date of this Operating Agreement.

Section 13.15 - Independent Activities. The Members may, notwithstanding this Agreement, engage in whatever activities they choose, except those activities which are competitive either directly or indirectly with the Company without having or incurring any obligation to offer any interest in such activities to the Company or any Members. Neither this Agreement nor any activity undertaken pursuant to hereto shall prevent any Member from engaging in such activities, or require any Member to permit the Company or any Member to participate in any such activities, and as a material part of the consideration for the execution of this Agreement by each Member, each Member hereby waives, relinquishes and renounces any such right or claim of participation. No other activity shall in any way be of a nature which will result in disclosure of Company trade secrets.

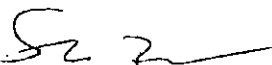
IN WITNESS WHEREOF, the undersigned Members and Managers have hereunto set their hands or caused this instrument to be effective as of the 1st day of June, 2015.



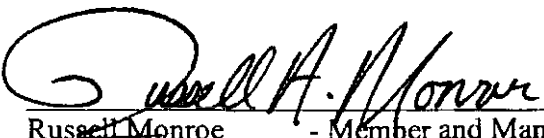
Witness




Timothy S. Lockwood - Member and Manager




Witness



Russell Monroe - Member and Manager



Witness



Elisabeth Bottomley - Member and Manager

EXHIBIT A
CERTIFICATE OF ORGANIZATION

See Attached Certificate of Organization

EXHIBIT B

**Initial Members
of
YOLON ENERGY, LLC**

| <u>Names & Addresses</u> | <u>Agreed Contribution</u> | <u>Percentage Interest in Profits, Losses & Distributions</u> |
|---|--------------------------------|---|
| Elisabeth Bottomley 274 Squam Lake Rd, Box 2 Sandwich, NH 03227 | | 20% |
| Timothy S. Lockwood 40 Denise Lane Feeding Hills, MA 01030 | | 40% |
| Russell A. Monroe 23 Lauren Lane Southwick, MA 01077 | | 40% |

RECEIVED

AUG 29 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

5/5203-1/Operating Agreement

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

Yolon Energy
One Hartfield Blvd Suite 100
East Windsor CT 06088

REFERENCE: 93777 269895
PUC

STATE OF PENNSYLVANIA)
COUNTY OF ERIE) SS:

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

PUBLISHED ON: 06/28/17

TOTAL COST: \$543.00 AD SPACE: 0 Lines

FILED ON: 06/28/17

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AUG 29 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PUBLIC UTILITY COMMISSION NOTICE

Application of Yolon Energy, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker

Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania. Yolon Energy, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Yolon Energy, LLC proposes to sell electricity and related services in the entire Commonwealth of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Yolon Energy, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Yolon Energy, LLC's attorney at the address listed below.

By and through Counsel: Attorney's Name
Robert L. Iamonaco & Associates, P.C.
150 Trumbull Street, 2nd Floor
Hartford, CT 06103
Phone 860-247-4300
FAX 860-293-2280

EP269895

Sworn to and subscribed before me this 28th day of June 2017

Affiant: Brenda L. Learn

NOTARY: Barbara J. Moore

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Barbara J. Moore, Notary Public
City of Erie, Erie County
My Commission Expires March 23, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



Commonwealth of Pennsylvania,) ss
County of Cumberland)

Dwayne Connor being duly sworn, deposes that he/she is principal clerk of PA Media Group; that The Patriot News is a public newspaper published in the city of Mechanicsburg, with general circulation in Cumberland and Dauphin and surrounding counties, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Patriot News 06/29/2017

Principal Clerk of the Publisher

Sworn to and subscribed before me this 30th day of June 2017

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Crystal B. Rosensteel, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires June 27, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**PUBLIC UTILITY COMMISSION
NOTICE**

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

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

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Yolon Energy, LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Yolon Energy, LLC's attorney at the address listed below.

By and through Counsel: Attorney's Name

Robert L. Iamonaco & Associates, P.C.
150 Trumbull Street, 2nd Floor
Hartford, CT 06103
Phone 860-247-4300
FAX 860-293-2280

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AUG 29 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

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

June 29, 2017

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

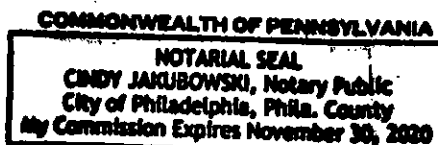


Sworn to and subscribed before me this 29th day of
June 2017.



Notary Public

My Commission Expires:



Copy of Notice of Publication

PUBLIC UTILITY COMMISSION
NOTICE

Application of Yolon Energy, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/ Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania. Yolon Energy, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/ marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Yolon Energy, LLC proposes to sell electricity and related services in the entire Commonwealth of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Yolon Energy, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Yolon Energy, LLC's attorney at the address listed below.
By and through Counsel: Attorney's Name
Robert L. Iammonaco & Associates, P.C.
150 Trumbull Street, 2nd Floor
Hartford, CT 06103
Phone 860-247-4300
FAX 860-293-2280

RECEIVED

AUG 29 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Proof of Publication of Notice in Pittsburgh Post-Gazette

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

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

27 of June, 2017

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

K. Flaherty

PG Publishing Company

Sworn to and subscribed before me this day of:
June 27, 2017

Linda M. Gaertner

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Linda M. Gaertner, Notary Public
Findlay Twp., Allegheny County
My Commission Expires Jan. 31, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

RECEIVED
AUG 29 2017
PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

COPY OF NOTICE OR PUBLICATION

PUBLIC UTILITY COMMISSION NOTICE
Application of Yolon Energy, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania. Yolon Energy, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker, marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Yolon Energy, LLC proposes to sell electricity and related services in the entire Commonwealth of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Yolon Energy, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Yolon Energy, LLC's attorney at the address listed below.

By and through Counsel: Attorney's Name, Robert L. Iamonnaco & Associates, P.C., 150 Trumbull Street, 2nd Floor, Hartford, CT 06103. Phone 860-247-4300. FAX 860-293-2280

STATEMENT OF ADVERTISING COSTS

Yolon Energy
1 HARTFIELD BLVD STE 100
Attn: Susan Dimare
EAST WINDSOR CT 06088-9500

To PG Publishing Company

Total ----- \$457.50

Publisher's Receipt for Advertising Costs

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

Office
2201 Sweeney Drive
CLINTON, PA 15026
Phone 412-263-1338

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

By *Suzanne J. Arbuzina*

Suzanne J. Arbuzina

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

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

YOLON ENERGY
SUITE 100
1 HARTFIELD BLVD EAST WINDSOR CT 06088

Account # 624238
Order # 82098081
Ad Price: 255.25

PUBLIC UTILITY COMMISSION

Gina Krushinski

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

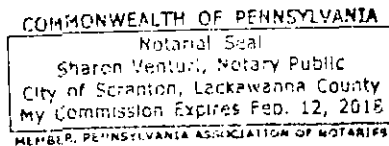
06/28/2017

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

Sworn and subscribed to before me
this 28th day of June A.D., 2017

Sharon Venturi

(Notary Public)



RECEIVED
AUG 29 2017
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PUBLIC UTILITY COMMISSION
NOTICE

Application of **Yolon Energy, LLC** For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker

Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania. **Yolon Energy, LLC** will be filing an application with the Pennsylvania Public Utility Commission (PUC) for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. **Yolon Energy, LLC** proposes to sell electricity and related services in the entire Commonwealth of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Yolon Energy, LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Yolon Energy, LLCs attorney at the address listed below.

By and through Counsel:
Attorneys Name
Robert L. Iamonaco &
Associates, P.C.
150 Trumbull Street, 2nd Floor
Hartford, CT 06103
Phone 860-247-4300
FAX 860-293-2280

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

STATE OF PENNSYLVANIA
COUNTY OF LYCOMING

SS:

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

June 28, 2017

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

PENNSYLVANIA
PUBLIC UTILITY
COMMISSION
NOTICE

Application of Yolon Energy, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer / Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania. Yolon Energy, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker / marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Yolon Energy, LLC proposes to sell electricity and related services in the entire Commonwealth of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and

Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Yolon Energy, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Yolon Energy, LLC's attorney at the address listed below.

By and through Counsel:
Attorney's Name
Robert L. Iamonaco & Associates, P.C.
150 Trumbull Street,
2nd Floor
Williamsport, PA 17701

Bernard A. Oravec

SUN-GAZETTE COMPANY

Sworn to and subscribed before me

the 29th day of June 2017

Christina Dewald

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
CHRISTINA DEWALD
Notary Public
CITY OF WILLIAMSPORT, LYCOMING COUNTY
My Commission Expires Apr 18, 2020

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette Company, Inc.:
For publishing the notice attached
hereto on the above state dates.....\$ 269.88
Probated same.....\$
Total.....\$ 269.88

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

THE SUN-GAZETTE COMPANY hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

SUN-GAZETTE COMPANY

BY Bernard A. Oravec

COMMONWEALTH OF PENNSYLVANIA }
 County of Cambria } SS

**PUBLIC UTILITY COMMISSION
 NOTICE**

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

Yolon Energy, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Yolon Energy, LLC proposes to sell electricity and related services in the entire Commonwealth of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Yolon Energy, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Yolon Energy, LLC's attorney at the address listed below.

By and through Counsel: Robert L. Iamonaco
Robert L. Iamonaco & Associates, P.C.
 150 Trumbull Street, 2nd Floor
 Hartford, CT 06103
 Phone 860-247-4300
 FAX 860-293-2260

publ
 that
 of Th
 the s
 said,

On this 31st day of July A.D. 2017, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Classified Advertising Manager of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

County of Cambria, and Commonwealth of Pennsylvania and above matter published in said publication in the regular issues n, PA. on June 28, 2017; and that the Affiant is not interested in and that all of the allegations as to time, place and character of

Christine Marhefka

STATEMENT OF ADVERTISING COSTS

Sworn and Subscribed before me this 31st day of July, 2017.

Vivian Ohs

| | |
|------------------------------|---------------|
| 0.00 Lines @ \$2.50 per line | 0.00 |
| 7 Inches @ \$25.00 per inch | 175.00 |
| Notary Fee | 5.00 |
| Clerical Fee | 2.50 |
| Total Cost | 182.50 |

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 Vivian Ohs, Notary Public
 City of Johnstown, Cambria County
 My Commission Expires Dec. 6, 2020
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

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

 (Name of Newspaper)

By _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

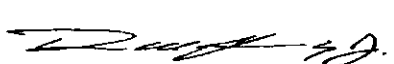
| | | |
|---|---|---------------------|
| PRODUCER Summit First Insurance, LLC 10 Library Lane Simsbury CT 06070 | CONTACT NAME: Cindy Gowdy PHONE (A/C, No, Ext): (860) 392-3939 FAX (A/C, No): (855) 473-4329 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Yolon Energy, LLC 1 Hartfield Blvd Ste 100 East Windsor CT 06088 | INSURER A: Travelers Casualty Insurance | NAIC # 19046 |
| | INSURER B: Travelers Indemnity Company | NAIC # 25658 |
| | INSURER C: Farmington Casualty Company | NAIC # 41483 |
| | INSURER D: Hartford Fire Insurance Company | NAIC # 19682 |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** CL1781801615 **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, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|--|--|----------|---------------|-------------------------|-------------------------|--|--|-----------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | 6804G365790 | 11/23/2016 | 11/23/2017 | EACH OCCURRENCE \$ 2,000,000 | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 | | |
| | <input type="checkbox"/> OTHER: | | | | | | GENERAL AGGREGATE \$ 4,000,000 | | |
| | AUTOMOBILE LIABILITY | | | | | | PRODUCTS - COM/PO/AGG \$ 4,000,000 | | |
| | <input type="checkbox"/> ANY AUTO | | | | | | AIOI \$ | | |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ | | |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | BODILY INJURY (Per person) \$ | | |
| | | | | | | | BODILY INJURY (Per accident) \$ | | |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ | | |
| | | | | | | | \$ | | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | CUP5G575207 | 11/23/2016 | 11/23/2017 | EACH OCCURRENCE \$ 1,000,000 | | |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> OCCUR | | | | | AGGREGATE \$ 1,000,000 | | |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | <input type="checkbox"/> CLAIMS-MADE | | | | | \$ | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | UB5G565460 | 11/23/2016 | 11/23/2017 | PER STATUTE | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | N/A | | | | OTH-ER | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 | | |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 | | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | | |
| D | Electric Gen Supplier Bond PA Public Utility Comm | | | 02BSBHR9131 | 05/22/2017 | 05/22/2018 | Bond limit 10,000 | | |

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

| | |
|--|---|
| CERTIFICATE HOLDER Pennsylvania Public Utility Commission Secretary 400 North Street Keystone Bldg Harrisburg, PA 17120 | 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 Randall Gowdy/CG  |
|--|---|

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THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MATTHEW A. BEATON
SECRETARY OF ENERGY
AND ENVIRONMENTAL AFFAIRS

ONE SOUTH STATION
BOSTON, MA 02110
(617) 305-3500

ANGELA M. O'CONNOR
CHAIRMAN

JOLETTE A. WESTBROOK
COMMISSIONER

ROBERT E. HAYDEN
COMMISSIONER

April 10, 2017

Elizabeth Bottomley, Managing Partner
Yolon Energy, LLC
1 Hartfield Blvd., Suite 100
East Windsor, CT 06088

RECEIVED

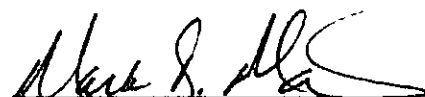
AUG 29 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Ms. Bottomley,

The Department of Public Utilities ("Department") has reviewed your application for renewal of your **Electricity Broker License, EB-275**, and is pleased to inform you that your application for renewal has been approved.

As a condition of maintaining this license, you must file updated information within 30 days of any material or organic change in the information required by 220 C.M.R. § 11.05(2), and you must comply with all relevant requirements of G.L. c. 164 and the regulations promulgated thereunder, including 220 C.M.R. §§ 11.00, 12.00 *et seq.* Consistent with the information included with Yolon's application, the activities the Company is licensed to provide are limited to electricity broker services to commercial and industrial customers and the residential accounts associated with its commercial and industrial customers. If, at a later date, the Company seeks to provide electricity broker services to a broader group of residential customers, it must first seek and obtain Department approval at the time of renewal of its license. If you decide to request renewal of your license next year, please submit renewal application no later than May 1, 2018. The renewal application is available at: www.mass.gov/dpu/suppliersandbrokers.


Mark D. Marini, Secretary

STATE OF MAINE
PUBLIC UTILITIES COMMISSION

Docket No. 2016-00296

February 1, 2017

YOLON ENERGY, LLC
Application for License to Operate
As A Competitive Electricity Provider

ORDER GRANTING LICENSE

VANNOY, Chairman; MCLEAN and WILLIAMSON, Commissioners

I. SUMMARY

Through this Order, Yolon Energy, LLC (Yolon or the Company) is issued a license to operate as a competitive electricity provider furnishing aggregator/broker services to the non-residential customer classes throughout Maine's service territories pursuant to Chapter 305 of the Commission's Rules.

II. APPLICATION AND DECISION

On December 13, 2016, Yolon applied to the Commission to operate in Maine as a competitive electricity provider pursuant to Chapter 305. The Company proposes to provide aggregator/broker service to the non-residential customer classes throughout Maine's service territories and has met all the Chapter 305 filing requirements.

As a licensed competitive electricity provider, Yolon is required to comply with all applicable requirements and regulations, including all conditions of licensing, assignments, customer protection rules, and the filing of annual reports. To the extent that a licensed competitive electricity provider uses third-parties to assist in obtaining customers during the course of its business, Chapter 305 § 4(C) of the Commission's rules places the responsibility on the competitive electricity provider for violations of the provisions of this section by representatives or agents acting on the competitive electricity provider's behalf. Chapter 305 § 2(C)(3) also requires a competitive electricity provider to use reasonable efforts to avoid conducting business with any entity acting as a competitive electricity provider in Maine without a license from the Commission. Therefore, if Yolon uses a third party to market its services, it is responsible to ensure that the third party has met any licensing requirements of the Commission.

Pursuant to a Delegation Order dated April 23, 2008 in Docket No. 2008-185, *PUBLIC UTILITIES COMMISSION, Delegation of Authority to License Competitive Electricity Providers*, the Commission delegated to the Director of Technical Analysis the authority under 35-A M.R.S. §§ 3203 (1) & (2) and Chapter 305, §2 to license competitive electricity providers. On September 12, 2009, in Docket No. 2009-260, statutory changes took effect that changed the title of this position. P.L. 2009, ch. 122. The Director of Technical Analysis is now the Director of Electric and Gas Utility Industries. All existing delegation orders that delegate Commission authority to the

Director of Technical Analysis will now read that we delegate our authority to the Director of Electric and Gas Utility Industries.

Accordingly, it is

ORDERED

1. That Yolon Energy, LLC is hereby issued a license to operate as a competitive electricity provider pursuant to Chapter 305 of the Commission's Rules, to provide aggregator/broker services to the non-residential customer classes throughout Maine's service territories pursuant to Chapter 305 of the Commission's Rules; and
2. That this license is effective on the date of this Order and valid until revoked or suspended by the Commission pursuant to section 3(A)(4) of Chapter 305, or abandoned by the licensee pursuant to sections 2(D)(10) and 2(D)(11) of Chapter 305 of the Commission's Rules.

Dated at Hallowell, Maine, this 1st day of February, 2017.

BY ORDER OF THE DIRECTOR OF ELECTRIC AND GAS UTILITY INDUSTRIES



Faith Huntington

NOTICE OF RIGHTS TO REVIEW OR APPEAL

5 M.R.S. § 9061 requires the Public Utilities Commission to give each party to an adjudicatory proceeding written notice of the party's rights to review or appeal of its decision made at the conclusion of the adjudicatory proceeding. The methods of review or appeal of PUC decisions at the conclusion of an adjudicatory proceeding are as follows:

1. Reconsideration of the Commission's Order may be requested under Section 1004 of the Commission's Rules of Practice and Procedure (65-407 C.M.R.110) within 20 days of the date of the Order by filing a petition with the Commission stating the grounds upon which reconsideration is sought. Any petition not granted within 20 days from the date of filing is denied.
2. Appeal of a final decision of the Commission may be taken to the Law Court by filing, within 21 days of the date of the Order, a Notice of Appeal with the Administrative Director of the Commission, pursuant to 35-A M.R.S. § 1320(1)-(4) and the Maine Rules of Appellate Procedure.
3. Additional court review of constitutional issues or issues involving the justness or reasonableness of rates may be had by the filing of an appeal with the Law Court, pursuant to 35-A M.R.S. § 1320(5).

Note: The attachment of this Notice to a document does not indicate the Commission's view that the particular document may be subject to review or appeal. Similarly, the failure of the Commission to attach a copy of this Notice to a document does not indicate the Commission's view that the document is not subject to review or appeal.

RECEIVED

AUG 29 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



**Public Utilities
Commission**

John Kasich, Governor
Andre T. Porter, Chairman

RECEIVED

AUG 29 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Commissioners

Asim Z. Haque
Lynn Siaby
M. Beth Trombold
Thomas W. Johnson

3

PUBLIC UTILITIES COMMISSION OF OHIO

Certified as a Competitive Retail Electric Service Provider

Certificate Number:

15-1027E (1)

Issued Pursuant to Case Number(s):

15-1708-EL-AGG

A certificate as a Competitive Retail Electric Service Provider is hereby granted to, **Yolon Energy, LLC** whose office or principal place of business is located at **27 Blacksmith Rd. Feeding Hills, MA 01030** to provide aggregation and power broker services within the State of Ohio effective **December 02, 2015**.

The certification of competitive retail electric suppliers is governed by Section 4901:1-24-(01-13) of the Ohio Administrative Code, Section 4901:1-21-(01-15) of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.

This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met.

Subject to all rules and regulations of the Commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio.

Dated: 12/3/2015

By Order of

PUBLIC UTILITIES COMMISSION OF OHIO

Barcy F. McNeal, Secretary
Tanowa M. Troupe, Acting Secretary
Felecia D. Burdett, Acting Secretary

Certificate Expires: December 02, 2017

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician MA Date Processed DEC 03 2015

CRS AUTOMATIC CASE ACTION FORM

Case No. 15-1708-EL-AGG

Date Sent: December 3, 2015

Effective Date of Certificate: December 2, 2015

Certificate Expires: December 2, 2017

Company Name and Company Name d/b/a: Yolon Energy, LLC

Renewal

Action Needed:

Issue Certificate Number to: Yolon Energy, LLC at (address): 27 Blacksmith Rd. Feeding Hills, MA 01030

Certified To Provide the Following Services:

- Retail Generation
- Aggregation
- Power Marketer
- Power Broker
- Governmental Aggregation

Renew Certificate No. _____ to _____

Revise Certificate No. _____ to (check all applicable):

Reflect name change from _____ to _____

Reflect address change from _____ to _____

Add new service offering to certificate:

- Retail Generation
- Aggregator
- Power Marketer
- Power Broker
- Natural Gas Governmental Aggregator

Correct Administrative Error

Reflect Change of Ownership to:

Cancel Certificate No.

Protect Un-redacted copies until

Close Case File, Case Withdrawn at Applicant's Request

Close Case File

CASE NUMBER: 15-1708-EL-AGG
CASE DESCRIPTION: YOLON ENERGY, LLC
DATE OF SERVICE: 12/3/2015
DOCUMENT SIGNED ON: 12 / 3 / 2015

Sign Here: 

| PARTY OF RECORD | APPLICANT | ATTORNEY |
|--|------------------|-----------------|
| YOLON ENERGY LLC 27 BLACKSMITH RD FEEDING HILLS,MA 01030 Phone:855-537-5603 | NONE | |

| PARTY OF RECORD | ATTORNEY | ATTORNEY |
|------------------------|--|-----------------|
| none | *Bottomley, Elisabeth Mrs. Yolon Energy LLC One Hartfield Blvd Suite 100 East Windsor,CT 06088 Phone:860-254-5928 Fax:860-254-5924 Email:ebottomley@yolonenergy.com | |
| none | *Miller, Vesta R Public Utilities Commission of Ohio 180 East Broad Street Columbus,OH 43215 Phone:614-466-7702 Email:Vesta.Miller@puc.state.oh.us | |

STATE OF NEW HAMPSHIRE

Inter-Department Communication

DATE: April 21, 2017

AP(OFFICE): NHPUC

TF *Debra*

FROM: David Goyette, Utility Analyst III

SUBJECT: DM 17-067 Yolon Energy, LLC
Application to Renew Registration as a Provider of Electric
Aggregation Service

TO: Commission
Debra Howland, Executive Director

On April 20, 2017, Yolon Energy, LLC (Yolon Energy) filed an application to renew its registration as a provider of electric aggregation service. Yolon Energy's currently effective registration expires on July 28, 2017.

Staff has reviewed the application and has determined that the filing is complete. Staff recommends that the Commission approve Yolon Energy's renewal application to provide electric load aggregation service, effective July 28, 2017, for a term of five years.

RECEIVED

AUG 29 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SERVICE LIST - EMAIL ADDRESSES - DOCKET RELATED




Pursuant to N.H. Admin Rule Puc 203.11 (a) (1): Serve an electronic copy on each person identified on the service list.

Executive.Director@puc.nh.gov
amanda.noonan@puc.nh.gov
david.goyette@puc.nh.gov
david.wiesner@puc.nh.gov
eboittonley@yolonenergy.com
leszek.stachow@puc.nh.gov
margaret.raymond@puc.nh.gov
ocalitigation@oca.nh.gov
tom.frantz@puc.nh.gov

Docket #: 17-067-1 Printed: April 21, 2017

FILING INSTRUCTIONS:

- a) Pursuant to N.H. Admin Rule Puc 203.02 (a), with the exception of Discovery, file 7 copies, as well as an electronic copy, of all documents including cover letter with:
- DEBRA A HOWLAND
EXECUTIVE DIRECTOR
NHPUC
21 S. FRUIT ST, SUITE 10
CONCORD NH 03301-2429
- b) Serve an electronic copy with each person identified on the Commission's service list and with the Office of Consumer Advocate.
- c) Serve a written copy on each person on the service list not able to receive electronic mail.

| | | | |
|--|--|--|-------------|
|  UNITED STATES POSTAL SERVICE® | | Click-N-Ship® | |
| P | <i>usps.com</i> \$6.65 US POSTAGE Flat Rate Env | 9405 5036 9930 0091 4338 30 0066 5000 0031 7101  | |
| | 08/29/2017 | Mailed from 06088 062S0000000312 | |
| PRIORITY MAIL 2-DAY™ | | | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | | Expected Delivery Date: 08/31/17 | 0006 |
| Carrier -- Leave if No Response | | <div style="border: 1px solid black; padding: 2px; display: inline-block;"> C006 </div> | |
| SHIP TO: OFFICE OF CONSUMER ADVOCATE 555 WALNUT ST 5TH FLOOR, FORUM PLACE HARRISBURG PA 17101-1925 | | | |
| USPS TRACKING # | | | |
|  | | | |
| 9405 5036 9930 0091 4338 30 | | | |
| Electronic Rate Approved #038555749 | | | |



Cut on dotted line.


Instructions

- Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. **DO NOT PHOTO COPY OR ALTER LABEL.**
- Place your label so it does not wrap around the edge of the package.
- Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, **DO NOT TAPE OVER BARCODE.** Be sure all edges are secure.
- To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
- Mail your package on the "Ship Date" you selected when creating this label.

Click-N-Ship® Label Record

| | | |
|--|--|---|
| USPS TRACKING # : 9405 5036 9930 0091 4338 30 | | Priority Mail® Postage: \$6.65 Total: \$6.65 |
| Trans # : 413477127 Print Date: 08/29/2017 Ship Date: 08/29/2017 Expected Delivery Date: 08/31/2017 | From: ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | To: OFFICE OF CONSUMER ADVOCATE 555 WALNUT ST 5TH FLOOR, FORUM PLACE HARRISBURG PA 17101-1925 |

* Retail Pricing Priority Mail rates apply. There is no fee for USPS Tracking® service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.


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| | | | |
|--|---|--|--|
|  UNITED STATES POSTAL SERVICE® | | Click-N-Ship® | |
| P | usps.com \$6.66 US POSTAGE Flat Rate Env | 9405 5036 9930 0091 4338 47 0066 5000 0031 7101  | |
| | 08/29/2017 | Mailed from 06088 062S0000000314 | |
| PRIORITY MAIL 2-DAY™ | | | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | | Expected Delivery Date: 08/31/17 0006 | |
| Carrier -- Leave if No Response | | <div style="border: 1px solid black; padding: 2px; display: inline-block;"> C009 </div> | |
| SHIP TO: OFFICE OF SMALL BUSINESS ADVOCATE 300 N 2ND ST STE 202 HARRISBURG PA 17101-1303 | | | |
| USPS TRACKING # | | | |
|  | | | |
| 9405 5036 9930 0091 4338 47 | | | |
| Electronic Rate Approved #038555749 | | | |



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5. Mail your package on the "Ship Date" you selected when creating this label.

Click-N-Ship® Label Record

| | | |
|--|---|---|
| USPS TRACKING # : 9405 5036 9930 0091 4338 47 | | Priority Mail® Postage: \$6.65 Total \$6.65 |
| Trans. #: 413477127 Print Date: 08/29/2017 Ship Date: 08/29/2017 Expected Delivery Date: 08/31/2017 | From: ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | |
| | To: OFFICE OF SMALL BUSINESS ADVOCATE 300 N 2ND ST STE 202 HARRISBURG PA 17101-1303 | |

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|--|---|---|-------------|
|  UNITED STATES POSTAL SERVICE® | | Click-N-Ship® | |
| P | usps.com \$6.66 US POSTAGE Flat Rate Env | 9405 5036 9930 0091 4338 16 0066 5000 0031 7120 | |
| |  | | |
| 08/29/2017 | Mailed from 06088 | 062S0000000101 | |
| PRIORITY MAIL 2-DAY™ | | | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | | Expected Delivery Date: 08/31/17 0006 | |
| Carrier -- Leave if No Response | | | C000 |
| SHIP TO: ATTN SECRETARY PENNSYLVANIA PUBLIC UTILITY COMMISSION 400 NORTH ST KEYSTONE BUILDING HARRISBURG PA 17120-0211 | | | |
| USPS TRACKING # | | | |
|  | | | |
| 9405 5036 9930 0091 4338 16 | | | |
| Electronic Rate Approved #038555749 | | | |



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Click-N-Ship® Label Record

| | | |
|---|--|---|
| USPS TRACKING #: 9405 5036 9930 0091 4338 16 | | Priority Mail® Postage: \$6.65 Total: \$6.65 |
| Trans. #: 413477127 Print Date: 08/29/2017 Ship Date: 08/29/2017 Expected: 08/31/2017 Delivery Date: 08/31/2017 | From: ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | To: ATTN SECRETARY PENNSYLVANIA PUBLIC UTILITY COMMISSION 400 NORTH ST KEYSTONE BUILDING HARRISBURG PA 17120-0211 |

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|  UNITED STATES POSTAL SERVICE® | | Click-N-Ship® | |
| P | <i>usps.com</i> \$6.65 US POSTAGE Flat Rate Env | 9405 5036 9930 0091 4338 23 0066 5000 0031 7120 | |
| | 08/29/2017 | Mailed from 06088 062S0000000101 | |
| PRIORITY MAIL 2-DAY™ | | | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | | Expected Delivery Date: 08/31/17 0006 | |
| Carrier -- Leave if No Response | | <div style="border: 1px solid black; padding: 2px; display: inline-block;"> C000 </div> | |
| SHIP TO: BUREAU OF INVESTIGATION & ENFORCEMENT PENNSYLVANIA PUBLIC UTILITY COMMISSION 400 NORTH ST 2 WEST COMMONWEALTH KEYSTONE BUILDING HARRISBURG PA 17120-0001 | | | |
| USPS TRACKING # | | | |
|  | | | |
| 9405 5036 9930 0091 4338 23 | | | |
| Electronic Rate Approved #038555749 | | | |



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Click-N-Ship® Label Record

| | | |
|--|--|---|
| USPS TRACKING # : 9405 5036 9930 0091 4338 23 | | Priority Mail® Postage: \$6.65 Total: \$6.65 |
| Trans. #: 413477127 Print Date: 08/29/2017 Ship Date: 08/29/2017 Expected Delivery Date: 08/31/2017 | From: ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | |
| To: BUREAU OF INVESTIGATION & ENFORCEMENT PENNSYLVANIA PUBLIC UTILITY COMMISSION 400 NORTH ST 2 WEST COMMONWEALTH KEYSTONE BUILDING HARRISBURG PA 17120-0001 | | |

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|  UNITED STATES POSTAL SERVICE® | | Click-N-Ship® | |
| P | usps.com \$6.65 US POSTAGE Flat Rate Env | 9405 5036 9930 0091 4338 54 0066 5000 0031 7120 | |
| | 08/29/2017 | Mailed from 06088 062S0000000309 | |
| PRIORITY MAIL 2-DAY™ | | | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | | Expected Delivery Date: 08/31/17 0006 | |
| Carrier -- Leave if No Response | | <div style="border: 1px solid black; padding: 2px; display: inline-block;"> C000 </div> | |
| SHIP TO: OFFICE OF ATTORNEY GENERAL BUREAU OF CONSUMER PROTECTION STRAWBERRY SQUARE 14TH FLOOR HARRISBURG PA 17120-0001 | | | |
| USPS TRACKING # | | | |
|  | | | |
| 9405 5036 9930 0091 4338 54 | | | |
| Electronic Rate Approved #038555749 | | | |



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- Mail your package on the "Ship Date" you selected when creating this label.

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|---|---|---|
| USPS TRACKING # : 9405 5036 9930 0091 4338 54 | | Priority Mail® Postage: \$6.65 Total: \$6.65 |
| Trans. #: 413477127 Print Date: 08/29/2017 Ship Date: 08/29/2017 Expected Delivery Date: 08/31/2017 | From: ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | |
| To: OFFICE OF ATTORNEY GENERAL BUREAU OF CONSUMER PROTECTION STRAWBERRY SQUARE 14TH FLOOR HARRISBURG PA 17120-0001 | | <small>* Retail Pricing Priority Mail rates apply. There is no fee for USPS Tracking® service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.</small> |



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|  UNITED STATES POSTAL SERVICE® | | Click-N-Ship® | |
| P | <i>usps.com</i> \$6.65 US POSTAGE Flat Rate Env | 9405 5036 9930 0091 4338 61 0066 5000 0031 7128  | |
| | 08/29/2017 | Mailed from 06088 062S0000000314 | |
| PRIORITY MAIL 2-DAY™ | | | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | | Expected Delivery Date: 08/31/17 0006 | |
| Carrier -- Leave if No Response | | <div style="border: 1px solid black; padding: 2px; display: inline-block;"> B099 </div> | |
| SHIP TO: DEPARTMENT OF REVENUE COMMONWEALTH OF PENNSYLVANIA BUREAU OF COMPLIANCE HARRISBURG PA 17128-0946 | | | |
| USPS TRACKING # | | | |
|  | | | |
| 9405 5036 9930 0091 4338 61 | | | |
| Electronic Rate Approved #038555749 | | | |




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5. Mail your package on the "Ship Date" you selected when creating this label.

Click-N-Ship® Label Record

| | | |
|--|---|--|
| USPS TRACKING # : 9405 5036 9930 0091 4338 61 | | Priority Mail® Postage: \$6.65 Total \$6.65 |
| Trans. #: 413477127 Print Date: 08/29/2017 Ship Date: 08/29/2017 Expected Delivery Date: 08/31/2017 | From: ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | |
| To: DEPARTMENT OF REVENUE COMMONWEALTH OF PENNSYLVANIA BUREAU OF COMPLIANCE HARRISBURG PA 17128-0946 | | <small>* Retail Pricing Priority Mail rates apply. There is no fee for USPS Tracking® service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date</small> |


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|---|--|--|--|
|  UNITED STATES POSTAL SERVICE® | | Click-N-Ship® | |
| <h1>P</h1> | <i>usps.com</i> \$6.65 US POSTAGE Flat Rate Env | 9405 5036 9930 0091 4338 78 0066 5000 0021 0977  | |
| | 08/29/2017 | Mailed from 06088 062S0000000101 | |
| PRIORITY MAIL 2-DAY™ | | | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | | Expected Delivery Date: 08/31/17 0006 | |
| Carrier -- Leave if No Response | | C024 | |
| SHIP TO: DIRECTOR OF CUSTOMER ENERGY SERVICES ORANGE AND ROCKLAND COMPANY 390 W ROUTE 59 SPRING VALLEY NY 10977-5320 | | | |
| USPS TRACKING # | | | |
|  | | | |
| 9405 5036 9930 0091 4338 78 | | | |
| Electronic Rate Approved #038555749 | | | |



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Click-N-Ship® Label Record

| | | |
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| USPS TRACKING # : 9405 5036 9930 0091 4338 78 | | Priority Mail® Postage: \$6.65 Total: \$6.65 |
| Trans. #: 413477127 Print Date: 08/29/2017 Ship Date: 08/29/2017 Expected Delivery Date: 08/31/2017 | From: ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | |
| To: DIRECTOR OF CUSTOMER ENERGY SERVICES ORANGE AND ROCKLAND COMPANY 390 W ROUTE 59 SPRING VALLEY NY 10977-5320 | | <small>* Retail Pricing Priority Mail rates apply. There is no fee for USPS Tracking® service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.</small> |



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|  UNITED STATES POSTAL SERVICE® | | Click-N-Ship® | |
| P | usps.com 9405 5036 9930 0091 4338 85 0066 5000 0041 5601 \$6.65 US POSTAGE Flat Rate Env |  | |
| | 08/29/2017 | Mailed from 06088 062S0000000314 | |
| PRIORITY MAIL 3-DAY™ | | | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | | Expected Delivery Date: 09/01/17 0006 | |
| Carrier -- Leave if No Response | | | C016 |
| SHIP TO: LEGAL DEPARTMENT WEST PENN POWER DBA ALLEGHENY POWER 800 CABIN HILL DR GREENSBURG PA 15601-1689 | | | |
| USPS TRACKING # | | | |
|  | | | |
| 9405 5036 9930 0091 4338 85 | | | |
| Electronic Rate Approved #038555749 | | | |

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Click-N-Ship® Label Record

| | | |
|--|---|---|
| USPS TRACKING # : 9405 5036 9930 0091 4338 85 | | Priority Mail® Postage: \$6.65 Total: \$6.65 |
| Trans. #: 413477127 Print Date: 08/29/2017 Ship Date: 08/29/2017 Expected Delivery Date: 09/01/2017 | From: ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | |
| | To: LEGAL DEPARTMENT WEST PENN POWER DBA ALLEGHENY POWER 800 CABIN HILL DR GREENSBURG PA 15601-1689 | |

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|  Click-N-Ship® | |
| P | usps.com 9405 5036 9930 0091 4338 92 0066 5000 0031 9103 \$6.65 US POSTAGE Flat Rate Env |
| |  |
| 08/29/2017 | Mailed from 06088 062S0000000312 |
| PRIORITY MAIL 2-DAY™ | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | Expected Delivery Date: 08/31/17 0006 |
| Carrier -- Leave if No Response | C033 |
| SHIP TO: MANAGER ENERGY ACQUISITION PECO ENERGY COMPANY 2301 MARKET ST PHILADELPHIA PA 19103-1338 | |
| USPS TRACKING # | |
|  | |
| 9405 5036 9930 0091 4338 92 | |
| Electronic Rate Approved #038555749 | |



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Click-N-Ship® Label Record

USPS TRACKING # :
9405 5036 9930 0091 4338 92

| | | | |
|----------------|------------|-------------------------|---------------|
| Trans. #: | 413477127 | Priority Mail® Postage: | \$6.66 |
| Print Date: | 08/29/2017 | Total | \$6.66 |
| Ship Date: | 08/29/2017 | | |
| Expected | | | |
| Delivery Date: | 08/31/2017 | | |

From: ELISABETH BOTTOMLEY
 YOLON ENERGY LLC
 1 HARTFIELD BLVD
 STE 100
 EAST WINDSOR CT 06088-9500

To: MANAGER ENERGY ACQUISITION
 PECO ENERGY COMPANY
 2301 MARKET ST
 PHILADELPHIA PA 19103-1338

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|--|---|---|-------------|
|  UNITED STATES POSTAL SERVICE® | | Click-N-Ship® | |
| P | usps.com \$6.65 US POSTAGE Flat Rate Env | 9405 5036 9930 0091 4339 08 0066 5000 0041 5219 | |
| |  | | |
| 08/29/2017 | | Mailed from 06088 062S0000000101 | |
| PRIORITY MAIL 2-DAY™ | | | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | | Expected Delivery Date: 08/31/17 0006 | |
| Carrier -- Leave if No Response | | | C094 |
| SHIP TO: REGULATORY AFFAIRS DUQUESNE LIGHT COMPANY 411 7TH AVE MD 16-4 PITTSBURGH PA 15219-1919 | | | |
| USPS TRACKING # | | | |
|  | | | |
| 9405 5036 9930 0091 4339 08 | | | |
| Electronic Rate Approved #038555749 | | | |

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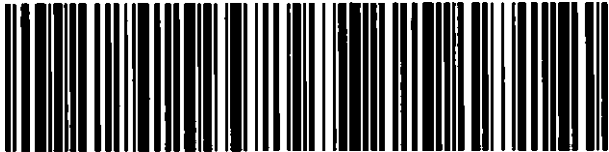
Click-N-Ship® Label Record

| | | |
|--|--|---|
| USPS TRACKING #: 9405 5036 9930 0091 4339 08 | | Priority Mail® Postage: \$6.65 Total: \$6.65 |
| Trans. #: 413477127 Print Date: 08/29/2017 Ship Date: 08/29/2017 Expected Delivery Date: 08/31/2017 | From: ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | |
| | To: REGULATORY AFFAIRS DUQUESNE LIGHT COMPANY 411 7TH AVE MD 16-4 PITTSBURGH PA 15219-1919 | |

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|  Click-N-Ship® | |
| P | usps.com 9405 5036 9930 0091 4339 15 0066 5000 0021 8101 \$6.65 US POSTAGE Flat Rate Env |
| |  |
| 08/29/2017 | Mailed from 06088 062S0000000311 |
| PRIORITY MAIL 2-DAY™ | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | Expected Delivery Date: 08/31/17 0006 |
| Carrier -- Leave if No Response | <div style="border: 1px solid black; padding: 2px; display: inline-block;"> C011 </div> |
| SHIP TO: OFFICE OF GENERAL COUNSEL PPL 2 N 9TH ST (GENTW3) KIMBERLY A. KLOCK ALLENTOWN PA 18101-1179 | |
| USPS TRACKING # | |
|  | |
| 9405 5036 9930 0091 4339 15 | |
| Electronic Rate Approved #038555749 | |



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- Mail your package on the "Ship Date" you selected when creating this label.

Click-N-Ship® Label Record

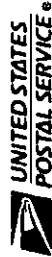
USPS TRACKING # :
9405 5036 9930 0091 4339 15

| | | | |
|----------------|------------|-------------------------|---------------|
| Trans. #: | 413477127 | Priority Mail® Postage: | \$6.65 |
| Print Date: | 08/29/2017 | Total | \$6.65 |
| Ship Date: | 08/29/2017 | | |
| Expected | | | |
| Delivery Date: | 08/31/2017 | | |




From: ELISABETH BOTTOMLEY
 YOLON ENERGY LLC
 1 HARTFIELD BLVD
 STE 100
 EAST WINDSOR CT 06088-9500

To: OFFICE OF GENERAL COUNSEL
 PPL
 2 N 9TH ST
 (GENTW3) KIMBERLY A. KLOCK
 ALLENTOWN PA 18101-1179

* Retail Pricing Priority Mail rates apply. There is no fee for USPS Tracking® service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date



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| | |
|--|---|
|  UNITED STATES POSTAL SERVICE® Click-N-Ship® | |
| P | usps.com 9405 5036 9930 0091 4339 22 0066 5000 0031 9605 \$6.65 US POSTAGE Flat Rate Env |
| |  |
| 08/29/2017 | Mailed from 06088 062S0000000314 |
| PRIORITY MAIL 2-DAY™ | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | Expected Delivery Date: 08/31/17 0006 |
| Carrier -- Leave if No Response | C037 |
| SHIP TO: LEGAL DEPARTMENT FIRST ENERGY 2800 POTTSVILLE PIKE READING PA 19605-2459 | |
| USPS TRACKING # | |
|  | |
| 9405 5036 9930 0091 4339 22 | |
| Electronic Rate Approved #038555749 | |

Cut on dotted line.

Instructions

1. Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. **DO NOT PHOTO COPY OR ALTER LABEL.**
2. Place your label so it does not wrap around the edge of the package.
3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, **DO NOT TAPE OVER BARCODE.** Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.



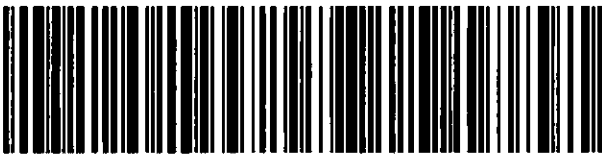
Click-N-Ship® Label Record

| | |
|--|--|
| USPS TRACKING # : 9405 5036 9930 0091 4339 22 | |
| Trans #: | 413477127 |
| Print Date: | 08/29/2017 |
| Ship Date: | 08/29/2017 |
| Expected Delivery Date: | 08/31/2017 |
| Priority Mail® Postage: | \$6.65 |
| Total | \$6.65 |
| From: | ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 |
| To: | LEGAL DEPARTMENT FIRST ENERGY 2800 POTTSVILLE PIKE READING PA 19605-2459 |

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|  UNITED STATES POSTAL SERVICE® | | Click-N-Ship® | |
| P | <i>usps.com</i> \$6.65 US POSTAGE Flat Rate Env | 9405 5036 9930 0091 4339 39 0066 5000 0031 9612 |  |
| | 08/29/2017 | Mailed from 06088 062S0000000101 | |
| PRIORITY MAIL 2-DAY™ | | | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | | Expected Delivery Date: 08/31/17 0006 | |
| Carrier -- Leave if No Response | | <div style="border: 1px solid black; padding: 2px; display: inline-block;"> B017 </div> | |
| SHIP TO: RATES DEPT CHOICE COORDINATOR UGI UTILITIES INC PO BOX 12677 2525 N 12TH ST STE 360 READING PA 19612-2677 | | | |
| USPS TRACKING # | | | |
|  | | | |
| 9405 5036 9930 0091 4339 39 | | | |
| Electronic Rate Approved #038555749 | | | |




Cut on dotted line.

Instructions


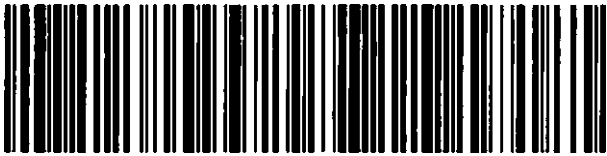
1. Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. **DO NOT PHOTO COPY OR ALTER LABEL.**
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3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, **DO NOT TAPE OVER BARCODE.** Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.

Click-N-Ship® Label Record

| | | |
|---|--|---|
| USPS TRACKING # : 9405 5036 9930 0091 4339 39 | | Priority Mail® Postage: \$6.65 Total: \$6.65 |
| Trans. #: 413477127 Print Date: 08/29/2017 Ship Date: 08/29/2017 Expected Delivery Date: 08/31/2017 | From: ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | To: RATES DEPT CHOICE COORDINATOR UGI UTILITIES INC PO BOX 12677 2525 N 12TH ST STE 360 READING PA 19612-2677 |
| <small>* Retail Pricing Priority Mail rates apply. There is no fee for USPS Tracking® service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.</small> | | |


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|  Click-N-Ship® | |
| P | usps.com 9405 5036 9930 0091 4339 46 0066 5000 0031 7837 \$6.65 US POSTAGE Flat Rate Env |
| |  |
| 08/29/2017 | Mailed from 06088 062S0000000311 |
| PRIORITY MAIL 2-DAY™ | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | Expected Delivery Date: 08/31/17 0006 |
| Carrier -- Leave if No Response | C005 |
| SHIP TO: EGS COORDINATION CITIZENS' ELECTRIC COMPANY 1775 INDUSTRIAL BLVD LEWISBURG PA 17837-1276 | |
| USPS TRACKING # | |
|  | |
| 9405 5036 9930 0091 4339 46 | |
| Electronic Rate Approved #038555749 | |

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Click-N-Ship® Label Record

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| USPS TRACKING # : 9405 5036 9930 0091 4339 46 | |
| Trans. #: | 413477127 |
| Print Date: | 08/29/2017 |
| Ship Date: | 08/29/2017 |
| Expected Delivery Date: | 08/31/2017 |
| Priority Mail® Postage: | \$6.65 |
| Total | \$6.65 |
| From: | ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 |
| To: | EGS COORDINATION CITIZENS' ELECTRIC COMPANY 1775 INDUSTRIAL BLVD LEWISBURG PA 17837-1276 |

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|  UNITED STATES POSTAL SERVICE® | | Click-N-Ship® | |
| P | usps.com \$6.66 | 9405 5036 9930 0091 4339 53 0066 5000 0031 6901 | |
| | US POSTAGE Flat Rate Env |  | |
| 08/29/2017 | Mailed from 06088 062S0000000101 | | |
| PRIORITY MAIL 3-DAY™ | | | |
| ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | | Expected Delivery Date: 09/01/17 0006 | |
| Carrier -- Leave if No Response | | B002 | |
| SHIP TO: EGS COORDINATION WELLSBORO ELECTRIC COMPANY PO BOX 138 33 AUSTIN ST WELLSBORO PA 16901-0138 | | | |
| USPS TRACKING # | | | |
|  | | | |
| 9405 5036 9930 0091 4339 53 | | | |
| Electronic Rate Approved #038555749 | | | |




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Click-N-Ship® Label Record

| | | |
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| USPS TRACKING # : 9405 5036 9930 0091 4339 53 | | Priority Mail® Postage: \$6.66 Total: \$6.66 |
| Trans. #: 413477127 Print Date: 08/29/2017 Ship Date: 08/29/2017 Expected Delivery Date: 09/01/2017 | From: ELISABETH BOTTOMLEY YOLON ENERGY LLC 1 HARTFIELD BLVD STE 100 EAST WINDSOR CT 06088-9500 | |
| To: EGS COORDINATION WELLSBORO ELECTRIC COMPANY PO BOX 138 33 AUSTIN ST WELLSBORO PA 16901-0138 | | <small>* Retail Pricing Priority Mail rates apply. There is no fee for USPS Tracking® service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.</small> |


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\$6.65

US POSTAGE

Flat Rate Env

9405 5036 9930 0091 4338 16 0066 5000 0031 7120



08/29/2017

Mailed from 06088

062S0000000101

PRIORITY MAIL 2-DAY™

ELISABETH BOTTOMLEY
YOLON ENERGY LLC
1 HARTFIELD BLVD
STE 100
EAST WINDSOR CT 06088-9500

Expected Delivery Date: 08/31/17

0006

Carrier -- Leave if No Response

C000

SHIP TO: ATTN SECRETARY
PENNSYLVANIA PUBLIC UTILITY COMMISSION
400 NORTH ST
KEYSTONE BUILDING
HARRISBURG PA 17120-0211

USPS TRACKING #



9405 5036 9930 0091 4338 16

Electronic Rate Approved #038555749