



May 2, 2018

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VIA FEDERAL EXPRESS

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
Harrisburg, PA 17120
Attn: Rosemary Chiavetta, Secretary

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

A-2018-3002116
RE: RESUBMISSION of Application of ENGIE Resources LLC ("ENGIE Resources") for Approval to Offer, Render, Furnish or Supply Natural Gas Services as a Supplier of Natural Gas Services to the Public in the Commonwealth of Pennsylvania

Dear Secretary Chiavetta:

In response to the Pennsylvania Public Utility Commission's (the "Commission") letter dated April 12, 2018, ENGIE Resources hereby resubmits its Natural Gas Supplier License Application for approval to offer, render, furnish or supply natural gas services as a Supplier in the services territories of Columbia Gas of Pennsylvania, Inc., National Fuel Gas Distribution Corp., PECO, Peoples Natural Gas-Equitable Division, The Peoples Natural Gas Company, UGI Central Penn, UGI Penn Natural and UGI Utilities.

Pursuant to the Commission's letter, ENGIE Resources was instructed to obtain the following:

- 1) Bond letter from PECO Energy Company – see Attachment 5;
- 2) Original signatures on the Proofs of Publications from *The Philadelphia Daily News* and *The Williamsport Sun-Gazette* – see Attachment 14 (please note that even though the original Proof of Publications submitted had "original wet" signatures, ENGIE Resources again obtained additional Proof of Publications from the aforementioned newspapers).

Included in this filing are the non-confidential attachments to support ENGIE Resources' Application, which constitutes the public version of this filing. The filing also includes commercially valuable and sensitive information for which ENGIE Resources requests confidential treatment. **A hard copy of the CONFIDENTIAL documents, marked as Appendix D, Attachments 7, 8 and 10, are being filed separately herein.** ENGIE Resources respectfully requests that these CONFIDENTIAL materials be maintained by the Commission under **CONFIDENTIAL SEAL**.

ENGIE Resources previously submitted a Cashier's Check in the amount of \$350 as the filing fee for ENGIE Resources' Application in which the Commission kept and did not return, therefore, no further monies are due and owing with respect to this Application.

Please do not hesitate to contact either Marsha Griffin, Senior Paralegal, at (713) 636-1083 or via email at marsha.griffin@engie.com or myself at (713) 636-1607 or via email at naveen.rabie@engie.com with any questions or if you require any additional information.



Thank you in advance for your attention to this matter.

Regards,

A handwritten signature in black ink, appearing to read "Naveen Rabie".

Naveen Rabie

Attorney

1990 Post Oak Blvd., Suite 1900

Houston, TX 77056

www.engieresources.com

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of ENGIE Resources LLC, for approval to offer, render, furnish, or supply natural gas supply services as a Supplier to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

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

ENGIE Resources LLC
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056-3831
Tel: (888) 364-4344
Fax: (713) 636-1601
Email: sales@engie.com
Web: www.engieresources.com

- 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.

Registered Agent: Capitol Corporate Services, Inc.
600 N. 2nd Street, Suite 401
Harrisburg, PA 17101
Tel: (800) 345-4647
Fax: (800) 432-3622
Email: info@capitolservices.com

- 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.

Naveen Rabie
Attorney
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056-3831
Tel: (713) 636-1607
Fax: (713) 636-1601
Email: naveen.rabie@engie.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.

Naveen Rabie
Attorney
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056-3831
Tel: (713) 636-1607
Fax: (713) 636-1601
Email: naveen.rabie@engie.com

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

**Consumer Service/
Consumer Complaints:** **Alicia Nieto, Account Services Director**
1900 Post Oak Blvd., Suite 1900
Houston, TX 77056-3831
Direct: (713) 636-1210
Customer Service: (888) 232-6206
Fax: (713) 636-1601
Direct Email: Alicia.nieto@engie.com
Customer Service Email: custserv@engie.com

Consumer Complaints: **Naveen Rabie, Attorney**
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056-3831
Tel: (713) 636-1607
Fax: (713) 636-1601
Email: Naveen.rabie@engie.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.

Or

The Applicant will not be using a fictitious name.

- b. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**
(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)

The Applicant is a sole proprietor.

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

Or

The Applicant is a:

- domestic general partnership (*)
 - domestic limited partnership (15 Pa. C.S. §8511)
 - foreign general or limited partnership (15 Pa. C.S. §4124)
 - domestic limited liability partnership (15 Pa. C.S. §8201)
 - foreign limited liability general partnership (15 Pa. C.S. §8211)
 - foreign limited liability limited partnership (15 Pa. C.S. §8211)
- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
 - Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
 - Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
 - *If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

Or

- The Applicant is a:
 - domestic corporation (15 Pa. C.S. §1308)
 - foreign corporation (15 Pa. C.S. §4124)
 - domestic limited liability company (15 Pa. C.S. §8913)
 - foreign limited liability company (15 Pa. C.S. §8981)
 - Other (Describe):
- Provide proof of compliance with appropriate Department of State filing requirements as indicated above. **See Attachment 1.**
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation. **See Attachment 2.**
- Give name and address of officers. **See Attachment 3**

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.

ENGIE Retail, LLC
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056

ENGIE Energy Marketing NA, Inc.
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056

Applicant, ENGIE Resources, an Electric Generation Supplier ("EGS"), was formed in 2001 to provide retail electric service to commercial, industrial and institutional customers in Pennsylvania, at Docket No. A-110156, and currently operates as an EGS in 14 states as follows: Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island and Texas. As of November 1, 2017, Applicant is currently serving over approximately 22,000 customers and 100,000 accounts in the above-referenced states for customers having a peak demand ranging from 50kW to more than 200MW.

Applicant is not a jurisdictional public utility. Applicant does not have any affiliates that are currently applying to do business 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.

Applicant was formerly known as:

**ENGIE Resources Inc.
GDF SUEZ Energy Resources NA, Inc.
SUEZ Energy Resources NA, Inc.
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056
www.gdfsuezenergyresources.com**

Please see Attachments 1 and 2 attached hereto.

4. OPERATIONS

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

Definitions

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

The Applicant is presently doing business in Pennsylvania as a

- natural gas interstate pipeline
- municipality providing service outside its municipal limits
- local gas distribution company
- retail supplier of natural gas services in the Commonwealth
- a natural gas producer
- a broker/marketer engaged in the business of supplying natural gas services
- Other: (Identify the nature of service being rendered)

Applicant is currently doing business in Pennsylvania as a retail EGS serving small, medium and large commercial and industrial customers under Docket No. A-110156.

Or

The Applicant is not presently doing business in Pennsylvania.

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

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

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

Applicant will market to and sell natural gas supply services to all residential and commercial customers in Pennsylvania in the following natural gas distribution company service territories: Columbia Gas of Pennsylvania, Inc., National Fuel Gas Distribution Corp., PECO, Peoples Natural Gas – Equitable Division, The Peoples Natural Gas Company, UGI Central Penn, UGI Penn Natural and UGI Utilities. Applicant will offer a variety of natural gas supply products to customers including fixed-price products and index-based products.

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

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

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

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

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

Approximately July 1, 2018.

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.

None.

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.

Applicant has no proceedings to list.

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

Not Applicable.

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

See Attachment 4 attached hereto

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

See Attachment 4 attached hereto.

6. PROOF OF SERVICE

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

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

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

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

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

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

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

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

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

7. FINANCIAL FITNESS

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

See Attachment 5 attached hereto.

- 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. **See Attachment 6 attached hereto.**
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient). **Applicant is a wholly-owned subsidiary of ENGIE North America Inc., who is a wholly-owned subsidiary of ENGIE Holdings Inc., whose ultimate parent company is ENGIE S.A. See the Experian Credit report of Applicant and the Standard & Poor's report for ENGIE S.A. at Attachment 7. This Attachment 7 is being filed separately under SEAL OF CONFIDENTIALITY.**
- Applicant's accounting statements, including balance sheet and income statements for the past two years. **See Attachment 8 attached hereto. This Attachment 8 is being filed separately under SEAL OF CONFIDENTIALITY.**
- 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 Attachment 7 filed separately under SEAL OF CONFIDENTIALITY.**
- 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 Attachment 9 attached hereto.**
- Audited financial statements exhibiting accounts over a minimum two-year period. **See Attachment 8 attached hereto.**
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness. **See Attachment 10 attached hereto. This Attachment 10 is being filed separately under SEAL OF CONFIDENTIALITY.**

- 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.

Not Applicable.

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

Not Applicable.

- 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.

Latonia Cooper, Accounting Manager
ENGIE Resources LLC
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056
Tel: (713) 636-1768
Fax: (713) 636-1601
Email: latonia.cooper@engie.com

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

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 natural gas distribution companies does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided.

- a. **EXPERIENCE, PLAN, STRUCTURE:** such information may include:

- Applicant's previous experience in the natural gas industry. **See Attachment 11 attached hereto.**
- Summary and proof of licenses as a supplier of natural gas services in other states or jurisdictions. **Applicant has a pending natural gas supplier license application in Ohio and Illinois.**
- Type of customers and number of customers Applicant currently serves in other jurisdictions. **See Attachment 11 attached hereto.**
- Staffing structure and numbers as well as employee training commitments. **See Attachment 11 attached hereto.**
- Business plans for operations within the Commonwealth. **Applicant will be pursuing competitive retail natural gas sales to residential, small commercial, large commercial, industrial and governmental customers in multiple natural gas distribution company service territories through a variety of sales channels. Initially, products offered will be at fixed rates, but Applicant will expand product offerings as feasible and appropriate.**
- Any other information appropriate to ensure the technical capabilities of the Applicant. **The depth of knowledge and experience of shared staff in the retail electric competitive market will be very useful as Applicant expands into the retail natural gas competitive market.**

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

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

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

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

OVERSIGHT OF MARKETING: Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors. ***Applicant will ensure that all employees, associates and subcontractors conduct themselves in a fair, ethical and friendly manner while performing all duties relating to sales and marketing operations. Applicant believes that the combination of competitive pricing and friendly service will provide for the best experience possible for all parties involved.***

Should any new or updated regulations be released by the Pennsylvania Public Utilities Commission, employees will be notified and given instruction on how to alter their daily operations.

d. **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 12 attached hereto.***

9. DISCLOSURE STATEMENT:

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

DISCLOSURE STATEMENTS: If proposing to serve Residential and/or Small Commercial (less than 6,000 Mcf annually) Customers, provide a Residential and/or Small Commercial disclosure statement. ***See Attachment 13 attached hereto.***

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

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

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

AGREED

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

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

AGREED

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

AGREED

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

ACKNOWLEDGED

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

AGREED

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

AGREED

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

AGREED

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

AGREED

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

PAYMENT HAS ALREADY BEEN SUBMITTED & ACCEPTED BY THE COMMISSION.

11. AFFIDAVITS

(All affidavits must be notarized before filing.)

- a. **APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. *See Appendix A attached hereto.*
- b. **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the Public Utility Code of Pennsylvania and applicable federal and state laws. *See Appendix B attached hereto.*

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. *See Attachment 14 attached hereto.*

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

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News	Pittsburgh Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Columbia Gas	X	X		X		X	X
National Fuel Gas				X			
PECO			X				
Peoples - Equitable	X			X			
Peoples Natural Gas	X			X			X

Peoples Gas Company				X			
Philadelphia Gas Works			X				
UGI		X	X		X		
UGI Central Penn	X	X	X	X	X	X	X
UGI Penn Natural		X			X	X	
Valley Energy					X	X	
Entire Commonwealth	X	X	X	X	X	X	X

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.

13. SIGNATURE

Applicant: **ENGIE Resources LLC**

By:  
 GRAHAM LEITH

Title: SENIOR VICE PRESIDENT & HEAD OF RETAIL ENERGY

RECEIVED

MAY - 2 2018

PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU

14. CHECKLIST

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

Applicant: ENGIE Resources LLC

Applicant's Use	Signature	
	Filing Fee (ONLY CERTIFIED CHECK OR MONEY ORDER)	
	Application Affidavit	
	Operations Affidavit	
	Proof of Publication	
	Tax Certification Statement	
	Commonwealth Department of State Verification	
	Certificate of Service	

PUC Secretary's Bureau Use

Appendix A

APPLICATION AFFIDAVIT

RECEIVED

MAY - 2 2018

The State of TEXAS :
County of HARRIS :

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

GRAHAM LEITH, Affiant, being duly sworn according to law, deposes and says that:

He is the Senior Vice President & Head of Retail Energy, of ENGIE Resources LLC;

That he is authorized to and does make this affidavit for said Applicant;

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

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

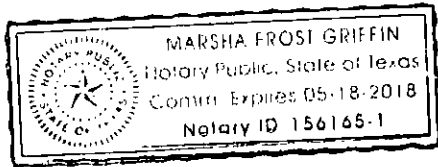
That the Applicant herein ENGIE Resources LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein ENGIE Resources 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.

[Handwritten signature]
Signature of Affiant

Sworn and subscribed before me this 2nd day of May, 2018.



[Handwritten signature of Marsha Frost Griffin]
MARSHA FROST GRIFFIN, Notary Public

My commission expires: 05/18/2018.

Appendix B

RECEIVED

OPERATIONS AFFIDAVIT

MAY - 2 2018

The State of TEXAS

:
:
:

ss.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

County of HARRIS

GRAHAM LEITH, Affiant, being duly sworn according to law, deposes and says that:

He is the Senior Vice President & Head of Retail Energy of **ENGIE Resources LLC**;

That he is authorized to and does make this affidavit for said Applicant;

That **ENGIE Resources LLC**, the Applicant herein, acknowledges that **ENGIE Resources LLC** 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 **ENGIE Resources LLC**, the Applicant herein, asserts that he possesses the requisite technical, managerial, and financial fitness to render natural gas supply service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That **ENGIE Resources 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 22 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28 shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional natural gas sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

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

That **ENGIE Resources LLC**, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506 and the standards and billing practices of 52 PA. Code Chapter 56.

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

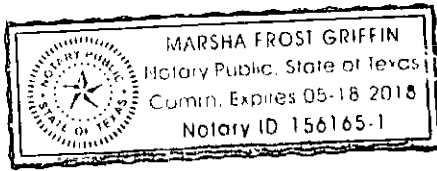
That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.



Signature of Affiant



Sworn and subscribed before me this 2nd day of May, 2018.



Marsha Frost Griffin
MARSHA FROST GRIFFIN, Notary Public

My commission expires: 05/18/2018.



RECEIVED

MAY - 2 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



ENGIE RESOURCES LLC

**Application Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the
Public in the Commonwealth of Pennsylvania**

ATTACHMENT 1

PA State Compliance

- Provide proof of compliance with appropriate Department of State filing requirements:
 - 1) PA DOS – Application for Amended Certificate of Authority Foreign Corporation – SUEZ Energy Resources NA, Inc. to GDF SUEZ Energy Resources NA, Inc. dated 05.19/2009;
 - 2) PA DOS – Amendment of Foreign Registration – GDF SUEZ Energy Resources NA, Inc. to ENGIE Resources Inc. dated 05/09/2016;
 - 3) PA DOS – Transfer of Foreign Registration – ENGIE Resources Inc. to ENGIE Resources LLC dated 07/18/2016; and
 - 4) PA SOS – Certificate of Registration dated 03/08/2018.

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Amended Certificate of Authority
Foreign Corporation

(15 Pa.C.S.)

- Foreign Business Corporation (§ 4126)
 Foreign Nonprofit Corporation (§ 6126)

PENNCORP SERVICEGROUP, INC.
600 NORTH SECOND STREET
PO BOX 1210
HARRISBURG, PA 17108-1210

Document will be returned to the
name and address you enter to
the left.



Commonwealth of Pennsylvania
AMENDED CERT. OF AUTHORITY-BUSINESS Foreign 3 Page(s)

44283
Fee: \$250



T0914011047

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned foreign corporation, desiring to receive an amended certificate of authority, hereby states that:

1. The name under which the corporation currently holds a certificate of authority to do business within the Commonwealth of Pennsylvania is:
SUEZ Energy Resources NA, Inc.

2. The name of the jurisdiction under the laws of which the corporation is incorporated is: Delaware

3. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

615 South Dupont Hwy., Dover DE 19901

Number and Street City State Zip

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

(a) Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider County
c/o: Capitol Corporate Services, Inc., Dauphin County

Check if applicable:

The foregoing reflects a change in Pennsylvania registered office.

2009 MAY 19 AM 10:45

PA STATE

5. The corporation desires that its certificate of authority be amended to change the name under which it is authorized to transact business in the Commonwealth of Pennsylvania to:

GDF SUEZ Energy Resources NA, Inc.

6. If the name set forth in Paragraph 5 is not available for use in this Commonwealth, complete the following:

The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

7. Check one of the following:

The change of name reflects a change effected in the jurisdiction of incorporation

Documents complying with the applicable provisions of 15 Pa.C.S. § 4123(b) or 6123(b) (relating to exception; name) accompany this application.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for an Amended Certificate of Authority to be signed by a duly authorized officer thereof this

15th day of May

2009

GDF SUEZ Energy Resources NA, Inc.

Name of Corporation

Robert A. Wilson

Signature

Robert A. Wilson, President and CEO

Title

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

PENNCORP SERVICEGROUP INC
counter
Harrisburg PA 17101

ENGIE Resources Inc.


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 : 3046817

Entity# : 3046817
Date Filed : 05/09/2016
Pedro A. Cortés
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

<input checked="" type="checkbox"/> Return document by mail to: BELINDA SCHORY PENNCORP SERVICEGROUP, INC. Name: <u>800 NORTH SECOND ST.</u> <u>PO BOX 1240</u> Address: <u>HARRISBURG, PA 17102-1210</u> City State Zip Code <input type="checkbox"/> Return document by email to: _____	Amendment of Foreign Registration  TCO160509JD0553
--	---

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. § 413 (relating to amendment of foreign registration statement), the undersigned registered foreign association hereby states that:

1. The name of the association under which it is registered to do business in this Commonwealth is:

GDF SUEZ Energy Resources NA, Inc.

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

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

3. 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 State Zip County

OR

(b) c/o: Capitol Corporate Services, Inc. Dauphin
Name of Commercial Registered Office Provider County

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

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

2016 MAY -9 AM 9:48

COMM OF PA
DEPT OF STATE

5. Check, and if appropriate complete, one of the following:

The association desires that its registration be amended to change or correct the following information:

The name of the corporation shall be ENGIE Resources Inc.

The amendment adopted by the association is set forth in full in Exhibit A attached hereto and made a part hereof.

If the amendment reflects a change in name for the association which does not comply with 15 Pa.C.S. § 414 and §§ 201-209, the foreign association must adopt an alternate name that complies with 15 Pa.C.S. §§ 201-209 for use in Pennsylvania and a resolution from the association's governors adopting the name must be attached.

IN TESTIMONY WHEREOF, the undersigned association has caused this Amendment of Foreign Registration Statement to be signed by a duly authorized representative thereof this 4th day of May 2016.

GDF SUEZ Energy Resources NA, Inc.

Name of Association

Rachel W. Kilpatrick
Signature

Rachel W. Kilpatrick, Vice President

Title

Entity# : 3046817
Date Filed : 07/18/2016
Pedro A. Cortés
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

<input type="checkbox"/> Return document by mail to: <u>809800</u> Return per instructions on the expedite counter form. Name _____ Address _____ City _____ State _____ <input type="checkbox"/> Return document by other mail _____	Transfer of Foreign Registration DSCR 15.418 TCO160718MC0297
---	---

Read all instructions prior to completing. This form may be submitted online at <http://www.pas.state.pa.us/online-services>.

Fee: \$70

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 418 (relating to transfer of registration), the undersigned registered foreign association hereby states that:

1. The name of the association under which it is registered to do business in this Commonwealth and before the merger or conversion is:

ENGIE Resources Inc.

2. The type of association before the merger or conversion is (check only one):

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

3. The name of the association following the merger or conversion:

ENGIE Resources LLC

3A. If the name in 3 does not contain a required designator or if the name in 3 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

A resolution of the governor's adopting the name in 3A for use in registering to do business in this Commonwealth must be attached.

4. The type of association after the merger or conversion (check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

5. The jurisdiction of formation of the association after the merger or conversion is: Delaware

2016 JUL 18 AM 9:40

COMMONWEALTH OF PA
DEPT OF STATE

If different than the information for the registered foreign association before the merger or conversion, all of the following information for the association after the merger or conversion:

6A. The street and mailing address of the association's principal office is:

Number and street City State Zip

6B. 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 is:

Number and street City State Zip

7. 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: Capitol Corporate Services, Inc. Dauphin
Name of Commercial Registered Office Provider County

8. Effective date of transfer of foreign registration is (check, and if appropriate complete, one of the following):

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

IN TESTIMONY WHEREOF, the undersigned registered foreign association has caused this Transfer of Foreign Registration to be signed by a duly authorized representative of the surviving or converted association this 13th day of July 20 16.

ENGIE Resources LLC

Name of Association

Rachel W Kilpatrick me
Signature

Rachel W. Kilpatrick, Authorized Representative

Title

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

03/08/2018

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

ENGIE Resources LLC

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

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



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

Robert Lanes

Acting Secretary of the Commonwealth

Certification Number: TSC180308131361-1

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



RECEIVED

MAY - 2 2018



PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ENGIE RESOURCES LLC

**Application Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the
Public in the Commonwealth of Pennsylvania**

ATTACHMENT 2

DE State Compliance

- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation:
 - 1) DE SOS – Certificate of Amendment to the Certificate of Incorporation of SUEZ Energy Resources NA, Inc. to GDF SUEZ Energy Resources NA, Inc. dated 05/15/2009;
 - 2) DE SOS – Certificate of Amendment to the Certificate of Incorporation of GDF SUEZ Energy Resources NA, Inc. to ENGIE Resources Inc. dated 05/04/2016; and
 - 3) DE SOS – Certificate of Conversion to Limited Liability Company dated 06/28/2016.

Delaware

PAGE 1

The First State

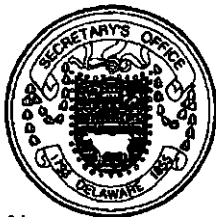
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SUEZ ENERGY RESOURCES NA, INC.", CHANGING ITS NAME FROM "SUEZ ENERGY RESOURCES NA, INC." TO "GDF SUEZ ENERGY RESOURCES NA, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF MAY, A.D. 2009, AT 4:39 O'CLOCK P.M.

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

3402518 8100

090482729

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7306876

DATE: 05-18-09

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:44 PM 05/15/2009
FILED 04:39 PM 05/15/2009
SRV 090482729 - 3402518 FILE

**CERTIFICATE OF AMENDMENT TO THE
CERTIFICATE OF INCORPORATION OF
SUEZ ENERGY RESOURCES NA, INC.**

SUEZ Energy Resources NA, Inc., (the "Company") a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

1. That the Board of Directors of the Company, by unanimous written consent of its members, adopted and approved the following resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Company:

RESOLVED, that article FIRST of the Certificate of Incorporation be and it hereby is amended in its entirety to read as follows:

"FIRST: The name of the corporation is GDF SUEZ Energy Resources NA, Inc."

2. That the sole stockholder, by unanimous written consent, adopted and approved said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

3. That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this certificate to be signed by its Authorized Officer, this 29th day of April, 2009.

SUEZ ENERGY RESOURCES NA, INC.

By: _____

Robert A. Wilson
Authorized Officer

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GDF SUEZ ENERGY RESOURCES NA, INC.", CHANGING ITS NAME FROM "GDF SUEZ ENERGY RESOURCES NA, INC." TO "ENGIE RESOURCES INC.", FILED IN THIS OFFICE ON THE FOURTH DAY OF MAY, A.D. 2016, AT 5:52 O'CLOCK P.M.

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



3402518 8100
SR# 20162841936

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

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

Authentication: 202264963
Date: 05-05-16

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION**

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of
GDF SUEZ Energy Resources NA, Inc.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "One" so that, as amended, said Article shall be and read as follows:

The name of the corporation is ENGIE Resources Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 4th day of May, 2016.

By: Rachel W Kilpatrick
Authorized Officer

Title: Vice President

Name: Rachel W. Kilpatrick
Print or Type

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "GDF SUEZ ENERGY RESOURCES NA, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "ENGIE RESOURCES INC." ON THE FOURTH DAY OF MAY, A.D. 2016, AT 5:52 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ENGIE RESOURCES INC." WAS INCORPORATED ON THE TWELFTH DAY OF JUNE, A.D. 2001.



3402518 8320
SR# 20162865463

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

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

Jeffrey W. Bullock, Secretary of State

Authentication: 202266202
Date: 05-05-16

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ENGIE RESOURCES INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTH DAY OF MAY, A.D. 2016.

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

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ENGIE RESOURCES INC." WAS INCORPORATED ON THE TWELFTH DAY OF JUNE, A.D. 2001.

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



3402518 8300

SR# 20162865420

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

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

Authentication: 202266187

Date: 05-05-16

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "ENGIE RESOURCES INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "ENGIE RESOURCES INC." TO "ENGIE RESOURCES LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JUNE, A.D. 2016, AT 5:31 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTIETH DAY OF JUNE, A.D. 2016.



3402518 8100V
SR# 20164689691

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

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

Authentication: 202581025
Date: 06-29-16

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:31 PM 06/28/2016
FILED 05:31 PM 06/28/2016
SR 20164689691 - File Number 3402518

**CERTIFICATE OF CONVERSION
TO LIMITED LIABILITY COMPANY**

OF

ENGIE RESOURCES INC.

PURSUANT TO SECTION 18-214 OF THE DELAWARE LIMITED LIABILITY COMPANY ACT

This Certificate of Conversion to Limited Liability Company ("Certificate of Conversion") of ENGIE Resources Inc., a Delaware corporation (the "Corporation"), to ENGIE Resources LLC, a Delaware limited liability company (the "LLC"), has been duly executed and is being filed by the Corporation to convert the Corporation to the LLC pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time, and the General Corporation Law of the State of Delaware.

1. The Corporation filed its original certificate of incorporation with the Secretary of State of the State of Delaware and was first incorporated on June 12, 2001 under the name Tracetbel Energy Services, Inc. in the State of Delaware, and continued to be incorporated in the State of Delaware immediately prior to the filing of this Certificate of Conversion to Limited Liability Company.
2. The Corporation's name immediately prior to the filing of this Certificate of Conversion was ENGIE Resources Inc. The Corporation was a corporation immediately prior to the filing of this Certificate of Conversion.
3. The name of the limited liability company to which the Corporation shall be converted as set forth in its Certificate of Formation is "ENGIE Resources LLC".
4. The conversion of the Corporation to the LLC shall be effective upon June 30, 2016.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion on the 28th day of June 2016.

ENGIE Resources Inc.



By: Rachel W. Kilpatrick
Name: Rachel W. Kilpatrick
Title: Vice President

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "ENGIE RESOURCES LLC" FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JUNE, A.D. 2016, AT 5:31 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTIETH DAY OF JUNE, A.D. 2016.



3402518 8100V
SR# 20164689691

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

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

Authentication: 202581025
Date: 06-29-16

CERTIFICATE OF FORMATION

OF

ENGIE RESOURCES LLC

FIRST. The name of the limited liability company (the "Company") is:

"ENGIE Resources LLC"

SECOND. The address of the Company's registered office in the state of Delaware is 1675 S. State St., Suite B, Dover, Kent County, Delaware 19901. The name of the Company's registered agent at such address is Capitol Services, Inc.

[signature page follows]

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:31 PM 06/28/2016
FILED 05:31 PM 06/28/2016
SR 20164689691 - File Number 3402518

WEIL:105758521\2\47124.0023

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation
this 28th day of June 2016.

The Certificate of Formation shall be effective on June 30, 2016.



By: Rachel W. Kilpatrick
Name: Rachel W. Kilpatrick
Title: Authorized Person



ENGIE RESOURCES LLC

Application Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the Public in the Commonwealth of Pennsylvania

ATTACHMENT 3

OFFICERS & DIRECTORS OF ENGIE RESOURCES LLC

- Give name and address of officers:

Sayun Sukduang

President
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: sayun.sukduang@engie.com

Graham Leith

Senior Vice President, Head of Retail Energy
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-1707
F: 713-636-1601
Email: graham.leith@engie.com

Ray Cunningham

Vice President, General Counsel & Secretary
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-1980
F: 713-636-1601
Email: ray.cunningham@engie.com

Rachel W. Kilpatrick

Vice President & Assistant Secretary
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: rachel.kilpatrick@engie.com

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Suthiwong Kongsiri

Vice President & Treasurer
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-1512
F: 713-636-1601
Email: suthiwong.kongsiri@engie.com

David Grigsby

Vice President & Assistant Treasurer
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-1571
F: 713-636-1601
Email: david.grigsby@engie.com

J.D. Burrows

Vice President, Marketing
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-1390
F: 713-636-1601
Email: jdburrows@engie.com

Vikram Kulkarni

Vice President, Solar
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-1272
F: 713-636-1601
Email: vikram.kulkarni@engie.com

Bill Jordan

Vice President, Supply
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-1622
F: 713-636-1601
Email: bill.jordan@engie.com

Douglas Stein

Vice President, Business Control
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-1025
F: 713-636-1601
Email: douglas.stein@engie.com

Greg Leflar

Vice President, Operations

1990 Post Oak Blvd, Suite 1900

Houston, TX 77056

T: 713-636-1006

F: 713-636-1601

Email: greg.leflar@engie.com



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ENGIE RESOURCES LLC

Application Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the Public in the Commonwealth of Pennsylvania

ATTACHMENT 4

CUSTOMER/REGULATORY/PROSECUTORY ACTION

5.c. CUSTOMER/REGULATORY/PROSECUTORY ACTIONS: Identify all formal or escalated actions or complaints filed with or by a customer, regulatory agency, or prosecutor agency against the Applicant, an affiliate, or 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 not actions or complaints to list, explicitly state such.

Following are complaints filed against Applicant in licensed jurisdictions and ultimate resolution of said complaints:

COMPLAINANT	DOCKET #	DATE FILED	NATURE OF COMPLAINT
<i>Mt. Spring Inn</i>	<i>C-2016-2575648</i>	<i>11/15/16</i>	<i>Mt. Spring Inn filed a Formal Complaint with the Commission against Applicant in Docket No. C-2016-2575648. On 12/07/16 Applicant filed its Answer to the Formal Complaint with the Commission. The complaint involved an assignment of Customer's agreement to Applicant and Customer's early termination of the contract. Applicant entered into settlement discussions with Complainant and achieved a mutually satisfactory resolution. On 12/07/16 Applicant certified to the Commission that it completed settlement discussions with Complainant and successfully achieved a mutually satisfactory resolution of the complaint.</i>
<i>Green Orthodox Cathedral of St. George</i>	<i>C-2017-2592206</i>	<i>03/07/17</i>	<i>Complainant filed a Formal Complaint with the Commission against Applicant in Docket No. C-2017-2592206. On 03/22/17 Applicant filed its Answer to the Formal Complaint with the Commission. The complaint involved the customer's claim that the manager of the LCE did not have authority to sign the contract. On 04/10/17 the Commission entered an Interim Order directing Applicant and Complainant to hold a resolution conference. On 04/24/17 Applicant coordinated the resolution conference with Complainant. On 05/02/17 Applicant timely submitted a resolution conference</i>



COMPLAINANT	DOCKET #	DATE FILED	NATURE OF COMPLAINT
			<p>report to the Commission. On 05/03/17 Complainant authorized Applicant to file a Certificate of Satisfaction. On 05/03/17 Complainant filed with the Commission a letter of withdrawal of the above-referenced complaint. On 05/05/17 Applicant certified to the Commission that it completed settlement discussions with Complainant and successfully achieved a mutually satisfactory resolution of the complaint.</p>

Applicant's affiliate, ENGIE Retail, LLC has had the following complaints filed against it in licensed jurisdictions and ultimate resolution of said complaints:

COMPLAINANT	DOCKET #	DATE FILED	NATURE OF COMPLAINT
William R. Cook d/b/a Dairy Queen	C-2015-2501743	09/03/15	<p>Complainant filed a Formal Complaint with the Commission against ENGIE Retail, LLC (affiliate) in Docket No. C-2015-2501743. The complaint involved an enrollment system error. ENGIE Retail, LLC corrected the error and promptly issued complainant a refund for the inadvertent charges. On 12/06/17 ENGIE Retail, LLC certified to the Commission that it successfully achieved a mutually satisfactory resolution of the complaint with Complainant.</p>
Eric Alamo	C-2015-2462452	01/15/15	<p>Complainant filed a Formal Complaint with the Commission against ENGIE Retail LLC (affiliate) in Docket No. C-2015-2462452. The complaint involved a slamming allegation from a utility-enrolled customer who intended to file against the utility, but erroneously filed a complaint against ENGIE Retail, LLC. On 02/02/2015, ENGIE Retail, LLC filed a Certificate of Satisfaction with the Commission certifying that ENGIE Retail, LLC and Complainant had resolved the complaint as a result of Complainant acknowledging that it no longer sought to pursue the complaint.</p>
OH PUCO	N/A	N/A	<p>ENGIE Retail, LLC was required by the Public Utility Commission of Ohio (PUCO) to cease door-to-door marketing in OH as a result of a regulation misinterpretation. ENGIE Retail, LLC mistakenly understood that the PUCO rules specifically addressing door-to-door sales completely covered all consent requirements. ENGIE Retail, LLC did not interpret the regulations to include the general rules for mailing, facsimiles and direct enrollments to be in addition to the door-to-door rules. Due to this misunderstanding, ENGIE</p>



COMPLAINANT	DOCKET #	DATE FILED	NATURE OF COMPLAINT
			<i>Retail, LLC believed that its obtaining third party verifications for all door-to-door sales was sufficient. ENGIE Retail, LLC acknowledged its good faith mistake and corrected the mistake to be in compliance with the regulation, and the matters raised by staff have been fully addressed to the satisfaction of PUCO.</i>



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ENGIE RESOURCES LLC

Application Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the Public in the Commonwealth of Pennsylvania

ATTACHMENT 5

FINANCIAL FITNESS – BOND LETTERS FROM NGDC's

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

Attached are the following letters received from each NDGC re bonding requirements:

- 1) *PECO dated April 26, 2018;*
- 2) *Peoples Natural Gas Company LLC and Peoples Natural Gas Company LLC – Equitable Division dated March 8, 2018;*
- 3) *UGI Utilities, Inc. dated March 14, 2018;*
- 4) *National Fuel Gas Distribution Corporation dated March 27, 2018; and*
- 5) *Columbia Gas of Pennsylvania dated April 6, 2018.*



An Exelon Company

April 26, 2018
PECO - Exelon Corporation
Energy Acquisition
2301 Market Street
Philadelphia, PA. 19101

Marsha Griffin
ENGIE Resources
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056

Energy Acquisition is providing this notification letter that ENGIE Resources, LLC has met the creditworthiness business requirement involved with the Pennsylvania Gas Choice - Low Volume Transportation program, pursuant to the receipt of an initial Surety of \$35,000.00 Guaranty. The Surety may be submitted to PECO via three acceptable forms; a Cash Deposit, a Letter of Credit, or a Surety bond. PECO will hold any surety to cover potential obligations to PECO and other system costs that could result from failure of a Supplier to meet its competitive Natural Gas Supply service delivery obligations.

Please note, although the creditworthiness requirements were met, as referenced within Section 7.13 (Creditworthiness of a Natural Gas Supplier (NGS) Serving Low Volume Transportation Customers) of the Gas Service Tariff, PECO has the right to re-assess the creditworthiness of the company if PECO has any reason to suspect a change in the marketer's financial condition.

If you should have any questions regarding this matter, please contact the Electric & Gas Choice Hotline at 215-841-3700.

Sincerely,

A handwritten signature in cursive script that reads "Carol Reilly".

Carol Reilly
Manager
Energy Acquisition



375 North Shore Drive
Pittsburgh, Pennsylvania 15212

www.peoples-gas.com

Lynda W. Petrichevich
Vice President, Regulatory Affairs

Peoples Service Company LLC
Phone: 412-208-6528; Fax: 412-208-6577
Email: lpetrichevich@peoples-gas.com

March 8, 2018

Naveen Rabie
Counsel
ENGIE Resources
1990 Post Oak Boulevard, Suite 1900
Houston, TX 77056

Dear Ms. Rabie:

We are pleased that ENGIE Resources has applied for a license to provide natural gas services on the Peoples Group of Companies. Specifically you have requested to be licensed as a supplier on the distribution systems of Peoples Natural Gas Company LLC and Peoples Natural Gas Company LLC – Equitable Division (“the Companies”).

Since ENGIE Resources is not currently serving customers on the Peoples systems, we have determined at this time that ENGIE Resources does not need a bond or other financial security requirement to provide these services to the Company’s customers.

If a Pool is established, and customers are enrolled which alters the creditworthiness requirement or the Company’s exposure to ENGIE Resources provision of services on the Peoples’ system changes in the future, the Companies may deem it appropriate to require a bond or other financial instrument.

If you have any questions feel free to contact me at 412-208-6528 or by email at Lynda.W.Petrichevich@peoples-gas.com.

Sincerely,

Lynda W. Petrichevich
Vice President – Regulatory Affairs
Peoples Natural Gas Company LLC

Cc: Carol Scanlon
Stephen Kelly



UGI Utilities, Inc.
2525 North 12th Street
Suite 360
Post Office Box 12677
Reading, PA 19612-2677

March 14, 2018

ENGIE Resources
Naveen Rabie - Counsel
1990 Post Oak Boulevard, Suite 1900
Houston, TX 770568

RE: UGI Financial Security Requirements

Dear Mr. Rabie,

UGI Utilities, Inc. ("UGIU") has reviewed the request of ENGIE Resources ("ENGIE") for approval to operate as a Natural Gas Supplier. Based on this review and the requirement that ENGIE must post security as specified in the UGI Utilities, Inc.-Gas Division ("UGI") Supplier Coordination Tariff before it serves customers on the UGI distribution system, UGIU has determined that ENGIE has demonstrated adequate creditworthiness to satisfy any costs UGI may incur in the event it operates as a supplier of last resort due to a default on the part of ENGIE.

This determination may change in the event there is a material deterioration in ENGIE's financial condition, if ENGIE's obligations to UGI exceed the amount of the financial security provided, if the financial security is withdrawn or is deemed to be null and void or inadequate due to the material financial deterioration of any guarantor, or if ENGIE fails to abide by the terms and conditions of the UGI Natural Gas Supplier Coordination Tariff.

Please feel free to contact me with any additional questions that you may have. I can be reached at (610) 796-3520

Sincerely,

David E. Lahoff
Senior Manager, Tariff & Supplier Administration
UGI Utilities, Inc.



National Fuel

March 27, 2018

Naveen Rabie - Counsel
ENGIE Resources LLC
1990 Post Oak Boulevard, Suite 1900
Houston, TX 77056

RE: ENGIE Resources LLC

Dear Naveen,

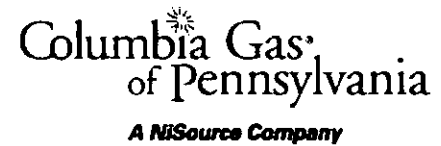
Pursuant to 66 Pa. C. S. § 2208 (c), an applicant for a natural gas supplier license in the Commonwealth of Pennsylvania must furnish security to each utility where the supplier will do business to ensure the financial responsibility of such natural gas supplier. To this end, National Fuel Gas Distribution Corporation ("National Fuel") will perform a credit review and analysis of ENGIE Resources LLC ("ENG") and determine at the appropriate time whether ENG must post a security deposit acceptable to National Fuel in order to operate as a supplier on National Fuel's system.

ENG's security requirement to serve Pennsylvania customers is dependent on the type of transportation service utilized by ENG. There is no Natural Gas Supplier (NGS) security requirement for customers that will be enrolled in National Fuel's Purchase of Receivable (POR) program. As such, ENG will not be required to post security for customers enrolled in the POR program. A security deposit will be required for transportation customers not enrolled in the POR program.

Should you have any questions concerning the above, please contact me at 716-857-7541.

Yours truly,

Nicole Baier
Transportation Services Department



April 6, 2018

Erin Horleman
GP Energy Management
ENGIE Resources LLC
1990 Post Oak Blvd
Houston, TX 77056

Dear Erin Horleman:

We are pleased that ENGIE Resources LLC has applied for a license to provide Natural Gas Supply Service on the distribution system of Columbia Gas of Pennsylvania, Inc. ("Columbia Gas").

Columbia Gas has performed a creditworthiness evaluation for ENGIE Resources LLC.

Under Paragraph 2.4.1 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas will require the Natural Gas Supplier to provide financial information in order for the Company to establish the Natural Gas Supplier's creditworthiness.

We have determined that ENGIE Resources LLC currently meets Columbia Gas' creditworthiness requirement.

Upon receipt of the required security requirement and the execution of the required agreements ENGIE Resources LLC will satisfy the financial security requirement to provide Natural Gas Supply Service to Columbia Gas customers.

Please feel free to contact me at 614-460-4217 should you have any questions regarding a bond or other financial security instrument requirements of Columbia Gas.

Sincerely,

A handwritten signature in cursive script that reads 'Patricia Chang'.

Patricia Chang
Manager of Choice and Transportation Support Services

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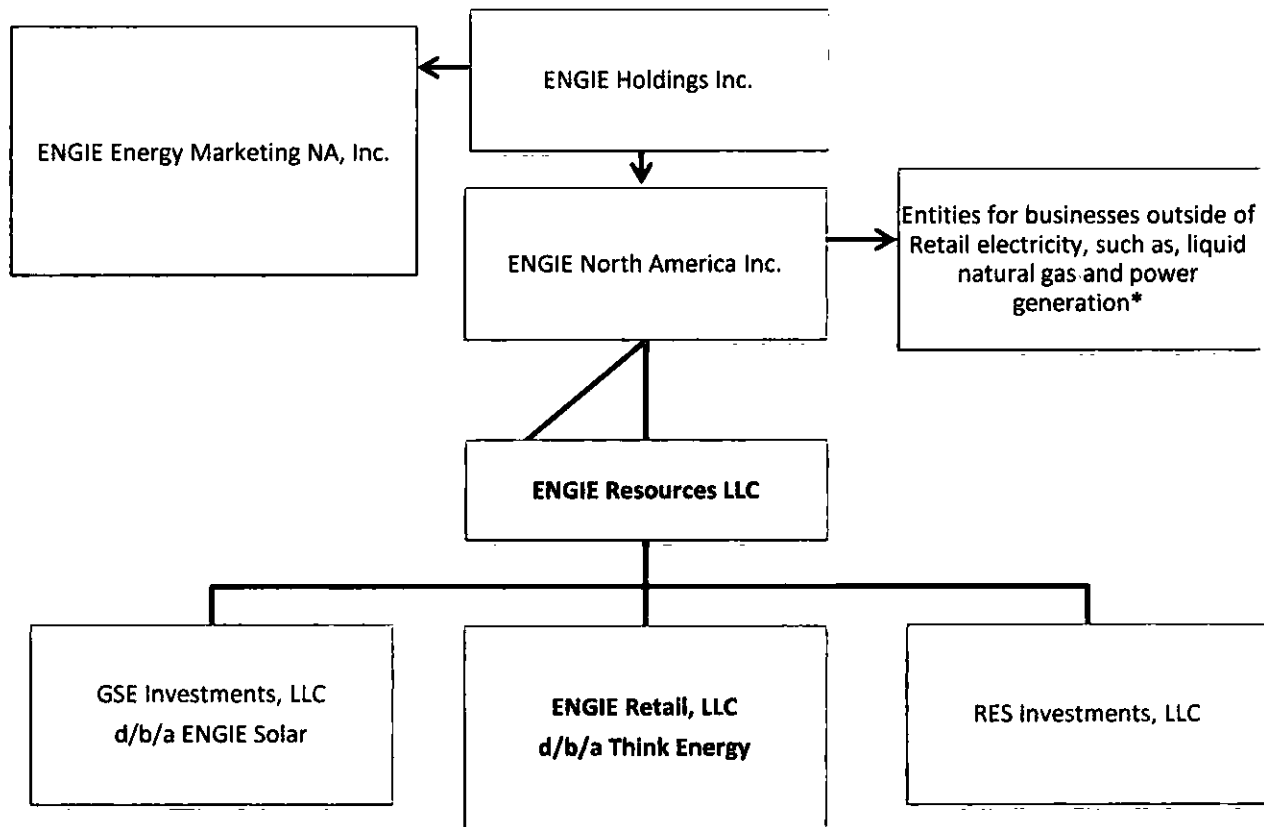
ENGIE RESOURCES LLC

Application Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the Public in the Commonwealth of Pennsylvania

ATTACHMENT 6

Organizational Structure

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.



*This represents our general North America structure. Only ENGIE Resources LLC and ENGIE Retail, LLC d/b/a Think Energy are retail electricity suppliers and natural gas suppliers.

ENGIE Resources LLC

Supplies Commercial & Industrial Retail Electricity

ENGIE Retail, LLC d/b/a Think Energy

Supplies Residential & Small Commercial Retail Electricity & Natural Gas

ENGIE Energy Marketing NA, Inc.

Supplies Wholesale Electricity

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Application Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the
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ATTACHMENT 7

FINANCIAL & CREDIT INFORMATION

- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient).

Applicant is a wholly-owned subsidiary of ENGIE North America Inc., who is a wholly-owned subsidiary of ENGIE Holdings Inc., whose ultimate parent company is ENGIE S.A.

This Attachment 7 is being filed separately under SEAL OF CONFIDENTIALITY.



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ATTACHMENT 8

ACCOUNTING STATEMENTS/BALANCE SHEET/INCOME STATEMENT

- Applicant's accounting statements, including balance sheet and income statements for the past two (2) years.
 - 1) Applicant's 2016 Group Audited Financial Statements;
 - 2) Applicant's 2017 Unaudited Financial Statements;
 - 3) Applicant's 2016-2017 Balance Sheet & Income Statements; and
 - 4) Applicant's VP & Controller Affidavit affirming #1, #2 and #3 herein.

This Attachment 8 is being filed separately under SEAL OF CONFIDENTIALITY.



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**Application Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the
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ATTACHMENT 9

INSURANCE

- 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 General Liability Insurance Certificate attached hereto.



General Liability
Type of Insurance

Named Insured: ENGIE Holdings, Inc.

<u>Policy Number</u>	<u>Carrier</u>	<u>Attachment</u>	<u>Expiration</u>
[REDACTED]	Liberty Mutual Fire Insurance Company	7/1/17	7/1/18

Coverage: Insures the Company and its officers and employees against third party claims alleging personal injury or property damage from 1) the Company's ownership, operation, maintenance or use of premises and facilities; 2) the Company's written agreement to assume contractually the liability of other companies or persons; 3) claims alleging defective operations, or products serviced, handled or delivered by the "Company, and 4) the activities of independent contractors performing work under contract to Insured (to the extent not insured by the independent contractor).

Key Policy Limit:	Each Occurrence Limit	\$ 2,000,000
	Damage to Premises Rented to You Limit – Any One Premises	\$ 100,000
	Medical Expense Limit Any One Premises	\$ 10,000
	Personal & Advertising Injury	\$ 2,000,000
	General Aggregate	\$ 10,000,000
	Products-Completed Operations Aggregate	\$ 2,000,000
	<u>Employee Benefits Coverage</u>	
	Each Employee	\$ 2,000,000
	Aggregate	\$ 2,000,000
	Each Employee Deductible	\$ 10,000
	Retroactive Date: 07/01/2011	

Key Deductibles: \$10,000 Employee Benefits Coverage Each Employee Deductible

This Summary of Insurance represents a synopsis of coverage and is provided as a reference only. The actual policy, including endorsements determines coverage. It contains exclusions, limitations and other provisions not referenced (or only briefly summarized) here and the policy should be consulted for full coverage terms, conditions and requirements.



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Application Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the Public in the Commonwealth of Pennsylvania

ATTACHMENT 11

EXPERIENCE

8.a. Applicant's previous experience in the natural gas industry:

Applicant currently provides risk-managed electric energy supply to commercial and industrial customers as a licensed retail electric supplier in Pennsylvania, licensed pursuant to Certificate No. 04-118, granted on July 25, 2004. Applicant wishes to serve all eligible customers in the natural gas industry throughout the Commonwealth.

Applicant is a licensed, active electric supplier in the retail marketplace in Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, and Texas, and serves over 5,000 businesses and 80,000 accounts in the United States. Applicant has access to shared services, support and oversight for day-to-day technical, managerial and operational activities, including risk management; legal counsel services, contract administration services; accounting and finance services; general management services; transaction related services, power supply procurement and portfolio management services; hedging of load requirements and supply resources; logistics management and coordination activities; compliance with ISO and state regulatory directives; wholesale counterparty credit administration; and the maintenance of all systems necessary to coordinate with the ISO and/or local utility.

Applicant utilizes Hansen Solutions Inc. ("Hansen") as its outsourced billing, call center, and customer care group to provide customized billing services such as statement generation, and mailing and payment processing; customer care services including call center, inbound and outbound call management, call center consulting, error handling and resolutions, online customer service, contract management, customer enrollments, accounts services and customer management. Applicant also maintains an internal staff as follows: (i) operations and customer care staff to manage the day-to-day management of the customer accounts (outsourced billing and customer care provider) and direct contact, as needed, with customers for customer care and billing matters; (ii) supply group to manage pricing analytics and portfolio management; (iii) a marketing team to manage all marketing functions, including strategic pricing, market planning, go-to-market strategies, new customer acquisition, and campaign management and analysis; (iv) an IT (information technology) team to manage the internal systems, databases, technical support, customer-facing applications, back-office applications, and system integration; and (v) a business control team to manage all financial control matters including, billing, revenue, accounting, and settlements. Applicant also offers e-services and after-hour services for 24/7 availability to customers.



Applicant also utilizes Energy Services Group ("ESG") for support of EDI, XML and other data translation, transmission, auditing, archiving, business rule validation, exception identification and resolution, transaction management services, market portal, and data exchange.

In addition, Applicant has contracted with GP Energy Management, LLC ("GPEM") of New York, a consultancy with over 30 years of energy industry experience, to manage wholesale business processes. GPEM is tasked with nomination and scheduling of retail natural gas for delivery, as well as managing all settlement data and hedging activities.

Applicant's personnel who meet technical qualifications are as follows, together with their occupational background:

GRAHAM LEITH

Job Title: Senior Vice President, Head of Retail Energy
Company: ENGIE Resources LLC
Tel: 713-636-1707
Email: graham.leith@engie.com

Graham Leith has demonstrated over 4 years' natural gas sales experience and over 8 years' experience working with the rules and practices established by the NAESB. Mr. Leith's occupational background includes over 20 years of experience in the energy industry, in retail energy and natural gas in the areas of sales, marketing, risk management and operations, in structuring and selling retail natural gas contracts, including pricing, product structuring, operations and sales for companies such as AEP Energy, Direct Energy & British Gas (Centrica plc), Ontario Power Generation Inc. Mr. Leith has also held various energy marketing and sales roles with PremStar Energy Inc., TransCanada Pipelines, Ltd., Air Solutions, Inc. and now for Applicant.

JOEY MORELAND

Job Title: Project Manager, Natural Gas Sales
Company: ENGIE Resources LLC
Tel: 713-636-1963
Email: joey.moreland@engie.com

Joey Moreland has demonstrated over 6 years' experience working with the rules and practices established by the NAESB. Mr. Moreland's entire career has been spent in the energy industry, with over 20 years of experience in retail energy, wholesale gas and power transactions, and power generation. Mr. Moreland has served roles in the areas of sales, marketing, risk management, compliance and operations, in the structuring and selling natural gas and power contracts, including pricing, product structuring, and asset optimization. Mr. Moreland has held these position with The Coastal Corporation, Columbia Energy Services and now with the Applicant. Mr. Moreland also holds a Certified Energy Procurement Professional (CEP) designation from the Association of Energy Engineers.

GPEM's personnel who meet technical qualifications are as follows, together with their occupational background:



A. **James W. Gale**
Director, Natural Gas
GP Energy Management LLC
(f/k/a GP Renewables & Trading LLC)
131 Varick Street, Suite 1006
New York, NY 10013
Tel: (212) 255-8050
Fax: (203) 295-3794
Email: jgale76@gmail.com
www.gprenew.com

James Gale has demonstrated over 10 years' experience working with the rules and practices established by the NAESB. Mr. Gale is a Natural Gas trader with detailed experience in the financial and physical natural gas markets. Managed multiple risk exposures concurrently using a variety of trading tools. Understands detailed nuances of logistics involving the physical business. Consummate team player with excellent verbal and written communication skills.

EXPERIENCE

GP ENERGY MANAGEMENT – NY, NY

Oct 2013 – Present

Director, Natural Gas

- *Built a retail natural gas consulting and risk management business, integrating it into the existing power and REC model.*
- *Develop reporting to display open risk to clients in utilities and on pipelines in the US and Canada.*
- *Trade out of forward open risk positions and utilize assets provided to maximize retail positions in spot markets.*
- *Developed a customizable forward curve for every utility for retail serving clients.*
- *Lead the development of a physical and financial natural gas trading business.*
- *Set up new entities on utilities and pipelines working with credit, operations and legal to commence business*

Energy Consultant - Singapore

May 2011- July 2013

- *Established lasting relationships with traders, brokers, shipping operators, and others employed in a variety of aspects in the physical energy business covering LNG, oil, its products and other commodities.*
- *Attended World LNG Series: Asia Pacific Summit.*

SEMPRA ENERGY TRADING CORPORATION – Stamford, CT

Oct 2000 - Mar 2011

AVP Natural Gas Pipe Options Trader

Oct 2007 – Mar 2011

- *Managed delta, gamma, theta, and vega risk in book adjusting position based on market research and fundamentals.*



- *Active market maker, entering fixed-price location options, basis options, Index Gas Daily options and fixed price Gas Daily options using comprehensive knowledge of physical markets.*
- *Developed option strategies for producers and end users to help them mitigate risk.*

AVP Gas Scheduler/Short Term Trader – West Region

June 2004 – Oct 2007

- *Primary cash trader optimizing transportation, storage assets and pipeline tolerances to maximize daily profits.*
- *Learned from senior traders to maximize storage facility injection and withdrawal opportunities against future markets.*
- *Scheduled every pipeline in the western U.S. and Canada, learning physical details to improve trading optimization*
- *Managed delivery requirements and tracked actual usage for dozens of end users, keeping them within pipeline tolerances.*

Middle Office Analyst

Oct 2000 – June 2004

- *Verified domestic natural gas forward curves reflected current market value.*
- *Engaged traders and clerks to understand all deals and positions in books.*
- *Communicated with credit and risk management about any concerns.*
- *Reconciled all exchange-traded futures and options using multiple clearing houses, NYMEX floor brokers, and traders for SET companies' world-wide verifying position limits approaching expiry.*

EDUCATION

FAIRFIELD UNIVERSITY - Fairfield, CT

August 1999

Bachelor of Science in Mathematics, Minor in Physics | Awarded Fairfield University Presidential Scholarship | Member of Fairfield University Honors Program | Four Year Division I Varsity Baseball Team

B.

Gabriel Phillips

Managing Director

GP Energy Management LLC

(f/k/a GP Renewables & Trading LLC)

131 Varick Street, Suite 1006

New York, NY 10013

Tel: (212) 255-8050

Fax: (203) 295-3794

Email: gabe@qprenew.com

www.qprenew.com

Gabriel Phillips has demonstrated over 5 years' experience working with the rules and practices established by the NAESB. Ms. Phillips' technical and occupational background is described as below:



EXPERIENCE

GP ENERGY MANAGEMENT LLC – NY, NY

June 2010 – Present

Managing Director

- *Manage the daily forecasting, bidding, and scheduling for ESCO clients in across all US based deregulated energy markets*
- *Create financial hedging strategies for ESCO customers*
- *Execute financial hedging strategies with a variety of counterparties*
- *Manage daily collateral and P&L for ESCO customer with counterparties and ISOs*
- *Procure RECs to satisfy ESCO customer RPS needs*

SEMPRA ENERGY TRADING CORPORATION - Stamford, CT

Term Power Trader/Assistant Trader

September 2000 - May 2010

- *Traded a portfolio of short and long term financial and physical power and natural gas positions spanning four ISO territories, the NYISO, ISO-NE, PJM and the Ontario IMO.*
- *Priced deals to service customer flow business with an average duration of less than 2 years.*
- *Managed basis risk to 75 different locations using over the counter basis markets and Financial Transmission rights (FTR) markets to hedge exposure.*
- *Utilized the virtual market to diversify risk between the day ahead and real time as well as take incremental risk.*
- *Managed financial tolling deals for two NY power plants totaling 600mws modeled as options driven by various fuel prices and internal option models.*
- *Utilized the virtual market to diversify risk between the day ahead and real time as well as take incremental risk.*
- *Gained proficiency in managing and mitigating the financial impact of doing physical and financial direct customer and cleared speculative business in various regions by initiating transactions to reduce ancillary services costs generated by carrying large physical positions and to reduce Original Margin requirements with various exchanges including NYMEX and ICE.*
- *Built various stack and transmission models for Day Ahead and Term trading; including calibrating the model DAYZER to run in conjunction with internal systems for PJM, and two excel based stack models for NYISO and ISO-NE respectively.*

Real Time Power Trader

September 2006 – September 2007

- *Traded day-ahead and hour-ahead financial and physical power in the WECC region, including California Independent System Operator (CAISO) and the Alberta Electric System Operator (AESO).*
- *Built and capitalized on customer relationships in taking advantage of arbitrage and spread opportunities.*
- *Took day-ahead transmission positions to be utilized in real time.*
- *Gained proficiency in creating NERC required tags to represent the flow of energy in Real Time.*



- Studied the fundamentals of the power industry as they relate Hour Ahead and Day Ahead trading; including the effect of the generation stack, transmission constraints, congestion, load forecasts and weather on prices at the various trading hubs in the WECC.

Day-Ahead Power Scheduler

July 2006 - September 2006

- Coordinated the flow of long term and day-ahead physical power transactions for the West Coast Power Desk in the WECC region.
- Communicated with a vast number of customers daily to search for Book-out opportunities in order to reduce overhead in each of the profit centers on the desk.
- Provided the desk with market intelligence gathered during communication with customers and scheduling/tagging process.
- Learned to make NREC required tags to represent the flow of energy from generator to sink anywhere in the WECC region.

Collateral Analyst

December 2005 - July 2006

- Processed and executed all collateral requests made by and on Sempra Energy Trading Corp, Sempra Energy Europe Ltd and Sempra Oil Trading Sarl., covering all counter parties worldwide.
- Assisted in managing basic liquidity needs by coordinating with CCO and Treasury department in the deployment of cash collateral and letters of credit.
- Reconciled the value of all types of transactions in all of SET's portfolios against the counter parties for the purpose of increasing the coverage of our credit exposure during a margin call dispute resolution. This process must be accomplished in a timely fashion without divulging sensitive information.
- Consistently work towards improved process efficiency and accuracy by increasing automation and enhancing the features of the Java application used as the Margin System.

Business Analyst

September 2005 - December 2005

- Supported the trading floor by interpreting the intricacies of how SET's internal trading and reporting system (Affinity) calculates the value of various deals and stores/displays information for the entire trading staff in Stamford, CT alongside only two other Business Analysts.
- Translated elements of the trading business from settlements and trade entry to P&L calculation to aid the development staff in creating more efficient and accurate systems.

C. **Jonathan Spivak**
Senior Director
GP Energy Management LLC
(f/k/a GP Renewables & Trading LLC)
131 Varick Street, Suite 1006
New York, NY 10013
Tel: (212) 255-8050



Fax: (203) 295-3794

Email: jon@gprenew.com

www.gprenew.com

Jonathan Spivak has demonstrated over 4 years' experience working with the rules and practices established by the NAESB. Mr. Spivak's technical and occupational background is described as below:

EXPERIENCE

GP ENERGY MANAGEMENT LLC – NY, NY

April 2011 – Present

Senior Director

- *Structure and negotiate of unique power hedge transactions for clientele.*
- *Daily load forecasting, bidding and scheduling for competitive retail electric suppliers in a number of different energy markets spanning many state jurisdictions*
- *Forecast and maintain physical and financial power hedges in the forward market.*
- *Create daily, weekly, and monthly settlements reports in order to analyze costs to minimize risks.*

RBS Sempra Commodities - NY, NY

August 2008 – April 2011

Financial Risk Analyst

November 2009 – April 2011

- *Maintained firm-wide official profit and loss, generating integral and time-sensitive company reports pivotal to all of risk management*
- *Prepare and maintain excel based reports using various data sources such as pricing, P&L, positions, VaR, stress etc. under rapidly changing requirements*
- *Verified and corrected in-house trades within various trading platforms, implemented process to verify and track explanations on trades generating substantial revenue, submitted external price reporting of physical basis and fixed natural gas trading activities on regular schedules*
- *Provide daily profit and loss explanations for physical and financial natural gas revenue*

Margin/Credit Analyst

August 2008 – November 2009

- *Responsible for all margin activities including daily calls to over fifty counterparties, confirm settlements, and manage letter of credit activities.*
- *Primary contact for dispute resolution including exposure, interest rate and contract discrepancies*
- *Identify forward pricing issues via excel pivot table analyses*
- *Generate ideas to improve the efficiency and accuracy of the Credit Management System*
- *Communicate daily cash flow and letter of credit movements through intraday reports.*



EDUCATION

Bucknell University, Lewisburg, PA

Fall 2001 – Spring 2005

Degree: Bachelor of Arts

Major: Economics Minor: Political Science

Dean's List: Fall 2004 – Spring 2005

D. **Alexandre Baldassano**

Senior Director

GP Energy Management LLC

(f/k/a GP Renewables & Trading LLC)

131 Varick Street, Suite 1006

New York, NY 10013

Tel: (212) 255-8050

Fax: (203) 295-3794

Email: alex@qprenew.com

www.qprenew.com

Alexandre Baldassano has demonstrated over 4 years' experience working with the rules and practices established by the NAESB. Ms. Baldassano's technical and occupational background is described as below:

EXPERIENCE

GP ENERGY MANAGEMENT LLC – NY, NY

November 2010 – Present

Senior Director, Renewables & Environmental Services

- Analyze federal and regional renewable energy and environmental policy
- Create and market compliance and voluntary environmental credit products
- Expand renewable generation project pipeline
- Analyze state Renewable Portfolio Standard market fundamentals
- Develop spot and futures environmental credit trading strategies for managed accounts and proprietary portfolios

Natsource Asset Management LLC – NY, NY

April 2008 – October 2010

Contract Manager

October 2009 – October 2010

- Manage all worldwide institutional relationships for \$500mm carbon commodity fund
- Compose monthly and quarterly investor reports for all hedge funds, managed accounts, and commodity funds
- Supervise ongoing contractual commitments between institutional investors, investment manager, and underlying investment



Operations, Sales, and Risk Associate

April 2008-October 2009

- *Determined end-of-month beta exposures and asset allocation breakdowns for all portfolios*
- *Acted as a liaison between existing and potential investors, and the Director of Marketing and Sales*
- *Researched and grew marketing distribution channels for the Director of Marketing and Sales*
- *Analyzed and communicated daily carbon and FX beta exposure for largest fund directly to Senior Management*
- *Identified and rectified daily trade and cash reconciliations while acting as liaison between the trading desk and prime brokerage*

EDUCATION

Fordham University Graduate School of Business – NY, NY

M.B.A – Finance and Marketing Concentration, 2013

Haverford College – Haverford, PA

B.A. – Economics, 2003

Temple University – Rome, Italy

General Coursework, August 2001-December 2001



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SECRETARY'S BUREAU



ENGIE RESOURCES LLC

Application Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the Public in the Commonwealth of Pennsylvania

ATTACHMENT 12

OFFICERS & DIRECTORS

- 8.d. **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.

SAYUN SUKDUANG - President

President
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-0000
F: 713-636-1601
Email: sayun.sukduang@engie.com

Sayun Sukduang is the President of ENGIE Resources LLC ("ENGIE"), one of the nation's leading energy providers serving residential, commercial and industrial customers and a subsidiary of ENGIE North America, Inc. ("ENA"), active in the development, acquisition, and operation of electricity and cogeneration facilities, the marketing and sales of products and services, and the import and distribution of natural gas and LNG. Mr. Sukduang joined ENA in 2000 and has held executive level positions in Mergers and Acquisitions, Energy Infrastructure Development, Commodity Trading, Operations and Engineering. Mr. Sukduang has 20 years of experience in the energy industry and currently serves as a board member of C2C Power, one of Canada's largest renewable energy companies, and TagSur Pipelines, a mid-stream pipeline company in Mexico. Mr. Sukduang holds a bachelor's of science in Mechanical Engineering and a Masters of Business Administration.

GRAHAM LEITH – Senior Vice President, Head of Retail Energy

Senior Vice President, Head of Retail Energy
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-1707
F: 713-636-1601
Email: Graham.leith@engie.com

Mr. Leith joined ENGIE in May, 2014 as Vice President, Sales. He has over 20 years of experience in the energy industry, with 16 years in retail energy in the areas of Sales, Marketing, Risk Management and Operations. Most recently, he held the positions of Chief Risk Officer and Vice

President & General Manager, Commercial Energy Sales, at AEP Energy. Prior to AEP, Graham held senior positions with Direct Energy & British Gas (Centrica plc), Ontario Power Generation Inc., and Photowatt Solar, in Canada and the United Kingdom. Mr. Leith has also held various energy marketing and sales roles with PremStar Energy Inc., TransCanada Pipelines, Ltd., and Air Solutions, Inc., in Ontario, Canada. Mr. Leith holds a Master of Business Administration from the Schulich School of Business at York University in Toronto, Ontario, Canada and a Bachelor of Business Administration from Wilfrid Laurier University in Waterloo, Ontario, Canada.

RAY CUNNINGHAM - Vice President, Assistant General Counsel & Secretary

Vice President, General Counsel & Secretary

1990 Post Oak Blvd, Suite 1900

Houston, TX 77056

T: 713-636-1980

F: 713-636-1601

Email: ray.cunningham@engie.com

Mr. Cunningham joined ENGIE in October 2012 as its Vice President & Assistant General Counsel where he is responsible for government affairs, regulatory compliance, corporate transactions, litigation, risk management, and all legal matters impacting the retail business. Mr. Cunningham has over 25 years of experience in the energy industry and was most recently Vice President & Assistant General Counsel of the wholesale gas and power business unit of ENA. Mr. Cunningham is a graduate of Texas Tech University and South Texas College of Law.

J.D. BURROWS - Vice President, Marketing

Vice President, Marketing

1990 Post Oak Blvd, Suite 1900

Houston, TX 77056

T: 713-636-1390

F: 713-636-1601

Email: jdburrows@engie.com

Mr. Burrows rejoined ENGIE in April 2013 as its Vice President of Marketing where he is responsible for lead generation, brand positioning, market analytics and pricing strategies. Prior to rejoining ENGIE, Mr. Burrows worked as the Vice President of Origination & Procurement for the wholesale gas and power business unit of ENA where he was responsible for wholesale origination of structured energy products; mid-marketing of energy, capacity, RECs; and procurement of natural gas, fuel oil, coal, transportation and rail capacity; and prior to that he was the Vice President of Strategy & Marketing for ENA. Before joining ENGIE, Mr. Burrows held positions with Enron in structuring and risk management, and with Dynegy in Northeast market development. He started his career in energy with the Public Utility Commission of Texas, where he served as a witness and staff expert on rate design and fuel factors. Mr. Burrows earned a Bachelor of Science in economics from the University of Texas and a Master of Science in economics from Texas A&M University.

VIKRAM KULKARNI – Vice President, Solar

Vice President, Solar

1990 Post Oak Blvd, Suite 1900

Houston, TX 77056

T: 713-636-1272
F: 713-636-1601
Email: vikram.kulkarni@engie.com

Mr. Kulkarni joined ENGIE in June 2003 and is responsible for pricing, and portfolio risk management. Mr. Kulkarni has more than 12 years of experience in the retail energy space within operations, structuring and risk management functions. He was previously with TXU Energy and an associate with Enron Energy Services. Mr. Kulkarni holds a Bachelor of Science degree in Economics from the University of Wisconsin – Madison, and a Master of Science degree in Finance from Boston College.

WILLIAM (“BILL”) JORDAN – Vice President, Supply

Vice President, Supply
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-1622
F: 713-636-1601
Email: bill.jordan@engie.com

Mr. Jordan joined ENGIE in March 2015 and is responsible for pricing, and portfolio risk management. He has over 20 years of experience and brings a broad background in energy marketing, portfolio management, wholesale generation and retail operations, valuation, risk management, and structuring to the role. He joined ENA in 2004 and has held roles in retail operations and wholesale marketing. Prior to ENGIE, he was Director, ERCOT Portfolio Management and responsible for all commercial operations of the ERCOT generation portfolio including budget year term hedging, and day-ahead and real-time optimization. During his career, he held various retail commodity structuring and risk management roles with Centrica, Reliant Resources, Enron, Duke, and Central & Southwest, including developing hedging strategies for retail load obligations and risk management of supply positions. He holds an electric engineering degree from Louisiana Tech.

DOUGLAS STEIN – Vice President & Controller, Business Control

Vice President, Business Control
1990 Post Oak Blvd, Suite 1900
Houston, TX 77056
T: 713-636-1025
F: 713-636-1601
Email: douglas.stein@engie.com

Mr. Stein is responsible for the financial functions, including accounting, performance reporting, planning, settlements and credit. In addition, he heads up the customer billing and account management functions. Prior to ENGIE, Mr. Stein was a Director for the generation group of ENA. Mr. Stein began his career working with PricewaterhouseCoopers. He is a certified public accountant and holds a Bachelor in Business Administration and Masters in Accounting from Trinity University.

GREG LEFLAR – Vice President, Operations

Vice President, Operations

1990 Post Oak Blvd, Suite 1900

Houston, TX 77056

T: 713-636-1006

F: 713-636-1601

Email: greg.leflar@engie.com

Mr. Leflar joined ENGIE July 2017 as the Vice President of Operations. Mr. Leflar is responsible for sales support, transaction management, contract validation, process and systems management, and information technology. Mr. Leflar has over 18 years of experience working with companies in a variety of industries to bring about transformative change in the areas of organization effectiveness, culture, and the adoption of emerging technology. Prior to joining ENGIE, Mr. Leflar served as an officer of Pariveda Solutions responsible for the firm's largest clients in the retail electric energy industry and served in a leadership role over operations in the consulting firm with responsibility over business planning, financial performance, and marketing activities. As a management consultant, Mr. Leflar partnered with executives to devise strategies around business agility, organizational structure, and team culture. At Continental Airlines, Mr. Leflar led the adoption of mobile devices in the aircraft maintenance organization and the digitization of many of their processes and procedures. In his lengthy career as an IT consultant, Mr. Leflar worked with companies in upstream oil and gas, midstream, and healthcare industries to envision and implement leading-edge technology solutions. Mr. Leflar is a subject matter expert in agile methods, cloud computing, advanced analytics, mobility, and enterprise architecture. Mr. Leflar has published papers and spoken at conferences on the API economy, enterprise cloud adoption, and the integration of big data and machine learning into business operations. Mr. Leflar is a graduate of Baylor University.



ENGIE RESOURCES LLC

Application Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the
Public in the Commonwealth of Pennsylvania

ATTACHMENT 13

DISCLOSURE STATEMENT

9. **DISCLOSURE STATEMENTS:** If proposing to serve Residential and/or Small Commercial (less than 6,000 Mcf annually) Customers, provide a Residential and/or Small Commercial disclosure statement.
- Natural gas should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

See Disclosure Statement/Contract attached hereto.

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SECRETARY'S BUREAU



ENGIE RESOURCES LLC
 LICENSE NUMBER: _____

**PENNSYLVANIA - RETAIL NATURAL GAS SUPPLY SERVICE
 CUSTOMER AGREEMENT SUMMARY**

Date	
Agreement/Contract Number	
Customer Name (Legal Entity Name)	
Federal (EIN) Tax Id. Number	
Customer Billing Address	
Customer Contact Email	
Customer Contact Phone	
Product	Fixed Price
Contract Price	
Contact Term (months)	
Start Date	
Payment Term (Days)	

NATURAL GAS SERVICE SUPPLIER CONTACT INFORMATION:

ENGIE Resources LLC
 1990 Post Oak Blvd, Houston, TX 77056
 1-888-232-6206
 Fax: 713-636-0927
 Email: CustServ@engie.com
 Hours of Operation: Monday through Friday 8:00 am – 5:00 pm Central Standard Time
www.engieresources.com

LIST OF CUSTOMER ACCOUNT(S)

NO.	SERVICE ADDRESS	UTILITY (LDC)	DELIVERY POINT	ACCOUNT NO.	RATE SCHEDULE
1					
2					
3					

CUSTOMER AGREES TO THE PENNSYLVANIA - RETAIL NATURAL GAS SUPPLY SERVICE CUSTOMER AGREEMENT SUMMARY.

CUSTOMER AGREES TO THE PENNSYLVANIA - RETAIL NATURAL GAS SUPPLY SERVICE AGREEMENT DISCLOSURE STATEMENT.

CUSTOMER IS FULLY AUTHORIZED TO ENTER INTO THE AGREEMENT WITH ENGIE TO SUPPLY NATURAL GAS TO THE ACCOUNT(S) LISTED ABOVE, SUBJECT TO THE ELIGIBILITY REQUIREMENTS OF CUSTOMER'S LOCAL NATURAL GAS UTILITY AND ACCEPTANCE BY ENGIE.

Customer Signature	
Print Name	
Print Title	
Date	



ENGIE RESOURCES LLC
LICENSE NUMBER: _____

**PENNSYLVANIA - RETAIL NATURAL GAS SUPPLY SERVICE AGREEMENT
DISCLOSURE STATEMENT**

1. **Services.** ENGIE will sell and supply and Customer will purchase and receive all natural gas supply service ("Natural Gas") necessary to meet Customer's full requirements for Customer's service location(s). ENGIE is licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Customer's natural gas utility company (the "Utility") will deliver Natural Gas to Customer, read Customer's meter, and provide emergency services.
2. **Term.** ENGIE will begin providing Natural Gas to Customer on the next available meter read date following the Start Date and the Utility's processing of Customer's enrollment. This date is determined by the Utility therefore ENGIE cannot commit to a specific date. ENGIE's Natural Gas supply service to Customer will continue through the service period indicated in the Contract Term section of Customer's Agreement Summary. Upon completion of the Contract Term, ENGIE will notify Customer of the expiration date in accordance with the notice specification set forth herein. If Customer takes no action, ENGIE will continue service to Customer on a month-to-month basis (rollover service) until Customer renews with ENGIE or switches to another natural gas supply service provider. For rollover service, Customer will be charged a monthly variable rate set by ENGIE that reflects the market rate of natural gas supply plus a post-term charge and any applicable non-utility related charges. During rollover service, either ENGIE or Customer may terminate this Agreement without penalty.
3. **Contract Price.** Commodity prices and charges are set by ENGIE. The Pennsylvania Public Utility Commission regulates distribution prices and services. Customer shall pay the Contract Price as indicated on Customer's Agreement Summary multiplied by the amount of Natural Gas used in a billing cycle. Taxes and Utility Related Charges are not included in the Contract Price and will be passed through to Customer "Utility Related Charges" means all fees and charges levied by the Utility for distribution, delivery of Natural Gas, and other services and related charges from the Utility. "Taxes" means any and all taxes and fees imposed on the purchase and sale of natural gas by any governmental authority, assessments, duties, fees, levies premiums or any other charges of any kind, whether direct or indirect, and whether imposed on Customer or that ENGIE passes through to Customer, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, utility taxes, sales, consumption, use, value added, per therm, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement) imposed by any governmental entity. Customer's Contract Price may include an intermediary fee. An intermediary fee is a fee charged by a broker or aggregator.
4. **Right to Rescind for Small Business or Residential Customers.** Customer may rescind this Agreement before midnight of the 3rd business day after receipt of this disclosure, by calling ENGIE at 1-888-232-6206, in writing at 1990 Post Oak Blvd, Houston, TX 77056, or electronically at CustServ@engie.com.
5. **Credit.** ENGIE reserves the right to determine if Customer's credit standing is satisfactory for new service or continuing service under this Agreement. ENGIE will, in accordance with applicable law, use uniform credit requirements in determining whether to offer or continue service to Customer. Customer hereby authorizes ENGIE to perform a credit check on Customer at any time. If ENGIE determines that Customer' credit, payment history, or account status is not satisfactory, ENGIE may require a deposit to continue service. This authorization will remain in effect during the Contract Term of this Agreement. Customer's social security number, if applicable, and account number(s) will not be released by ENGIE without Customer's affirmative consent, except as required by court or commission order or rule or except in connection with ENGIE's own collections and credit reporting, or when assigning this Agreement to another supplier.
6. **Delivery Point.** ENGIE will schedule delivery of Natural Gas to a point of interconnection between the natural gas utility distribution system and a third-party pipeline supplying natural gas to the Utility (the "Delivery Point"). Title and risk of loss related to natural gas transfer to Customer at the Delivery Point and Customer will be responsible for the all transmission, distribution and other costs (including Taxes, fuel and distribution/line loss, and other costs and fees) related to the sale, purchase, and delivery of such Natural Gas to Customer's facility(ies).
7. **Billing and Payment.** Customer will receive a single bill which will include the Utility charges and ENGIE's charges. Customer will be invoiced for all charges applicable to Customer's Natural Gas usage, applicable Taxes, and all applicable Utility Related Charges. Payment is due in accordance with the Payment Term on the Customer Agreement Summary. Estimated data may be used for billing purposes but such estimates will be reconciled on a subsequent monthly invoice after receipt of actual data. Invoices not timely paid will incur a late payment fee in no event in excess of the Utility's billing policies. If Customer fails to timely pay an invoice remitted by the Utility and the Utility terminates the delivery of Natural Gas to Customer, this Agreement may be automatically terminated and Customer will be required to pay the Termination Fee. Any dispute with respect to an invoice is waived unless the other party is notified within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made; provided, however, that in the event the Utility adjusts its meter reading for any reason, ENGIE may make a corresponding adjustment to the next invoice or issue a separate invoice to reconcile such adjustment.
8. **Termination.** ENGIE may terminate this Agreement upon advance notice if Customer fails to make any payment or deposit when due and as required under this Agreement. Customer will be required to pay the Termination Fee. The Termination Fee will be equal to the Contract Price less the Current Market Price multiplied by the amount of Natural Gas supply Customer failed to consume during the remainder of the Contract Term (calculated on the basis of prior historical usage). The Current Market Price is the wholesale price of natural gas at the delivery point as determined by ENGIE in a commercially reasonable manner, and any applicable related services that are available for sale at the time of termination. If Customer fails to utilize ENGIE as its sole supplier for natural gas supply during the Contract Term, Customer will be required to pay the Termination Fee.
9. **Change in Law.** If there is a change in law, administrative regulation, or any fees or costs imposed by a governmental or quasi-governmental authority and such change causes ENGIE to incur any capital, operating or other costs relating to Customer's Natural Gas service, then such costs shall be passed through to Customer.
10. **Force Majeure.** Force Majeure shall mean an event that is beyond the reasonable control of ENGIE that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute, labor shortage; sabotage; explosions; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, acts of a public enemy; and the direct or indirect effect of governmental orders, actions or interferences. If ENGIE is unable to carry out, in whole or part, obligations under this Agreement that may result in interruptions of service due to such an event, ENGIE will provide Customer written notice of the event as soon as practicable after the occurrence of the event. During this period, ENGIE's obligations will be suspended or terminated to the extent required.
11. **Limitation of Liability.** NEITHER PARTY IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, AND SUCH DAMAGES AND REMEDIES ARE WAIVED. THE PARTIES AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. **Notification Requirements, Agreement Expiration and Change in Agreement Terms.** Notices, correspondence, and address changes must be in writing and delivered by regular or electronic mail, or facsimile. Notice by facsimile, electronic mail or hand delivery is deemed to have been received on the date transmitted or delivered (after business hours deemed received on next business day). If Customer has a fixed contract approaching the expiration date, or whenever ENGIE proposes to change the terms of service, Customer will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain Customer's options going forward. This notice requirement applies only to residential or Small Business Customers.
13. **Dispute Resolution.** Contact ENGIE Customer Care via mail, facsimile, email, or telephone with any complaints or disputes. In the event of an unresolved dispute or complaint, or for general utility information, Customer may contact the Pennsylvania Public Utility Commission at 400 North Street, Harrisburg PA 17120, or at 1-800-692-7380, or at www.pagasswitch.com; or the Pennsylvania Public Utility Commission's Bureau of Consumer Services at 1-800-692-7380. Customer may also visit the Pennsylvania Office of Consumer Advocate at www.oca.state.pa.us.
14. **Assignment.** Customer may not assign this Agreement or any rights or obligations under this Agreement without the prior written consent of ENGIE. ENGIE may, without Customer consent, (a) transfer or sell receivables (along with corresponding rights of disconnection), accounts, or proceeds, (b) assign this Agreement to an affiliate of ENGIE or to any other person or entity succeeding to all or a substantial portion of ENGIE's assets, and/or (c) assign this agreement to a certified natural gas supplier or affiliated entity. Any assignment in violation of this paragraph is void. After ENGIE's assignment of this Agreement, ENGIE will have no further obligations under this Agreement. If this Agreement is assigned, ENGIE will provide advance notice to Customer, the Utility and the Pennsylvania Public Utility Commission. The Agreement terms and conditions will not change pursuant to an assignment.
15. **Indemnification, Governing Law and Warranty.** ENGIE and Customer will defend the other party from claims, demands and causes of action, and indemnify against any losses, costs, judgments, and damages, asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to natural gas is vested in such party. ALL MATTERS ARISING OUT OF, OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF PENNSYLVANIA, WITHOUT REGARD TO LAWS REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE. Except as specifically stated herein, ENGIE and its successors and assigns make NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services provided or the activities Customer undertakes, pursuant to this agreement. The parties herein are solely counterparties in all transactions under this or any other agreement and have no duty to advise or exercise judgment on behalf of the other as to the merits or suitability of any transactions entered into.
16. **Privacy and Information Release Authorization.** Customer authorizes ENGIE to obtain and review the following information from the Utility: consumption history, billing determinants, account number, credit information, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, is elderly, blind or disabled and data applicable to cold weather periods, and information pertaining to tax status and eligibility for economic development or other incentives. This information will not be disclosed to a third party unless required by law or as set forth herein. Customer's acceptance of this agreement constitutes authorization for the release of this information to ENGIE and to ENGIE's third party vendors for the operation maintenance, and management Customer's account(s) and Natural Gas service. This authorization will remain in effect during the Contract Term of this Agreement.
17. **Miscellaneous.** Information about shopping for a gas supplier is available at www.PaGasSwitch.com, or other successor media platform as determined by the Pennsylvania Public Utility Commission, by calling the Pennsylvania Public Utility Commission at (800) 692-7380 or the Pennsylvania Office of Consumer Advocate at www.oca.state.pa.us. A **Residential Customer** is a customer that receives natural gas utility service for household purposes distributed to a dwelling. A **Small Business Customer** refers to a person, sole proprietorship, partnership, corporation, association or other business entity that receives natural gas service under a small commercial, small industrial or small business rate classification, and whose aggregate maximum registered annual consumption was less than 300 Mcfs, or equivalent, over the last 12 months.
18. **Emergency.** In an emergency situation contact the Utility.
19. **Utility Contact Information.** _____



- for assistance at 1-800-686-7826 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).
- i. The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.
 - j. ENGIE is prohibited from disclosing your social security number and/or account number(s) without your consent except for providing such information for the purpose of collections or credit reporting or assigning this Agreement to another electric supplier.
 - k. If you switch or transfer the electric energy service provided pursuant to this Agreement to the local electric utility company, you may not be served under the same contract rate, terms or conditions that apply to other customers served by such local electric utility company.
 - l. If you are interested in budget billing, that service would have to be arranged through the utility, as we do not offer it directly.
 - m. ENGIE's environmental disclosure information can be found on our website: <http://www.engieresources.com/ohio-state-compliance>

SECTION 3. DEFINITIONS

"Bankrupt" means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under a Bankrupt, Insolvent, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

"Billing Cycle" means, for each account, the period between meter read dates rendered either by ENGIE or the applicable utility during the applicable Term.

"Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

"Claiming Party" means the Party claiming an event of Force Majeure.

"Current Market Price" means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

"Firm Full Requirements Service" means that either Party shall only be relieved of its obligations to sell and deliver or purchase and receive electric energy hereunder without liability to the extent that, and for the period during which, such performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

"Governmental Authority" means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any transaction contemplated herein.

"Interest Rate" means, for any date, the lesser of (a) one and one-half percent (1 ½ %) per month or (b) the maximum rate permitted by applicable law.

"Intermediary Fee" means a fee included in the Contract Price that Customer agrees should be remitted to the broker / service provider that Customer engaged, if any, in the selection of ENGIE as its electricity supplier.

"ISO" means the applicable Independent System Operator that controls and monitors a grid, coordinating the generation and transmission of electricity to ensure a reliable power supply to customers.

"Performance Assurance" means collateral in the form of either cash, letter(s) of credit, corporate guarantees, or other security acceptable to ENGIE.

"PJM" means the Pennsylvania Jersey Maryland Independent System Operator.

"Post-Term Charge" means the \$.019/kWh charge of electric energy consumed. This charge applies only during the Post-Term Period.

"RTO" means the applicable regional transmission organization responsible for moving electricity over large interstate areas.

"Utility Related Charges" means charges or surcharges by a utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the Ohio electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

"Utility Transfer Date" means the time and date on which the applicable utility has completed the process necessary to permit ENGIE to commence or discontinue providing the services hereunder. The process may include, as necessary and without limitation, recognizing ENGIE as Customer's electric supplier and /or limited agent; processing and acting on direct access service requests; installation of meters and the final meter read date. Your Utility Transfer Date will be a regularly scheduled meter read date, unless you request an off-cycle meter read and such request is honored by the utility.



equitable defenses; (e) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or account listed on Attachment A is classified by the applicable utility as a residential account. With the exception of any warranty that is expressly set forth in this Agreement, ENGIE and its successors, assigns and delegates make NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. With regard to the services ENGIE provides, or the activities Customer undertakes, pursuant to this Agreement, ENGIE acts solely as counter-party in all transactions with Customer under this or any other Agreement. Accordingly, ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.

- 2.11 **Assignment and Binding Effect.** You may not assign this Agreement or any of your rights or obligations under this Agreement without the prior written consent of ENGIE. ENGIE may sell, transfer, pledge, or assign the accounts, revenues, or proceeds due to it under this Agreement, which shall not require Customer consent or further notice. ENGIE may assign its obligations under the Agreement to another retail electric provider or other entity as permitted by law.
- 2.12 **Change in Law.** In the event that there is a change in law, administrative regulation, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein, such costs shall be passed through pro rata to Customer. Provided that, in the event such a change in law renders performance under this Agreement illegal, the Parties shall meet as soon as practicable to attempt to renegotiate the Agreement to comply with such change. If the Parties are unable to amend the Agreement, the Parties' obligations hereunder shall terminate upon the earlier of the date the change in law becomes effective or on the date Customer commences service with a retail energy provider in lieu of ENGIE.
- 2.13 **Governing Law.** THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS, AND WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.
- 2.14 **Misc.** This Agreement, any Appendix or Exhibits attached hereto and any transactions executed in accordance with this Agreement constitute the entire agreement between the Parties. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. No amendment, modification or change will be enforceable unless reduced to writing and executed by both Parties. No waiver by any Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. No delay or failure by ENGIE in enforcing any party of this agreement shall be deemed a waiver of any of its rights or remedies. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. All confidentiality and indemnity rights will survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.
- 2.15 **Public Utility Commission of Ohio Required Contract Disclosures:**
- a. Your local electric utility company may charge you fees for switching your account(s) to ENGIE.
 - b. You have the right to request, not more than two (2) times in a twelve (12) month period, up to twenty-four (24) months of your payment history with ENGIE. ENGIE shall provide this information to you at no additional charge.
 - c. You may contact ENGIE at the mailing address or telephone number listed in Section 4. The hours of operation for telephone service are eight a.m. to five p.m., week days, Central Standard Time. You may also find more information at www.engieresources.com.
 - d. A small commercial customer (defined by Chapter 4901:1-21 and Chapter 4928.01(A)(2) of Title 49 of the State of Ohio Revised Code) shall have a right to rescind this Agreement within seven (7) calendar days from the postmark date of the utility's confirmation notice by timely contacting ENGIE by phone at the number listed in the Notices Section herein and contacting its local electric utility company in writing or by phone to request to rescind the Agreement.
 - e. For small commercial customers, ENGIE may terminate this Agreement on fourteen (14) days written notice to Customer should Customer fail to pay an invoice or meet any agreed-upon payment arrangements.
 - f. Small commercial customers have the right to terminate this Agreement, upon prior written notice to ENGIE, without penalty, if the following circumstances occur: (i) you move or relocate the facility(ies) specified in Attachment A outside of ENGIE's service territory or into an area where ENGIE charges a different rate than your current Contract Price;
 - g. ENGIE may terminate this Agreement as a result of a Change in Law that renders performance of this Agreement illegal.
 - h. Procedure for Handling Consumer Complaints: If your complaint is not resolved after you have contacted ENGIE and/or your local electric utility company, or for general utility information, you may contact the Public Utility Commission of Ohio



SECTION 2. GENERAL TERMS AND CONDITIONS

- 2.1 **Notices.** Notices, correspondence, and address changes shall be in writing and delivered by regular or electronic mail, facsimile, or similar means or in person. Notice by facsimile, electronic mail or hand delivery shall be deemed to have been received on the date transmitted or delivered (after business hours deemed received on next Business Day) and notice by overnight mail or courier are deemed received two Business Days after it was sent. All notices shall be provided to the person and addresses specified herein, or to such other person and address as a Party may from time to time specify in writing to the other Party.
- 2.2 **Taxes.** "Taxes" shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by any Governmental Authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes.
- 2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in Attachment A.
- 2.4 **Credit Assurances.** If ENGIE has commercially reasonable grounds to believe Customer's creditworthiness or performance under this Agreement may become unsatisfactory, then ENGIE may provide Customer with written notice requesting a deposit in an amount not to exceed three (3) times the average amount invoiced by Billing Cycle. Upon receipt of such notice, Customer shall have five (5) days to remedy the situation by providing such deposit to ENGIE. The deposit shall be in the form of a cash or a letter or credit. In the event that Customer provides a deposit in the form of a letter of credit it shall be in a form approved by ENGIE and shall have a term that expires no less than ninety (90) days beyond the End Date of this Agreement. If such deposit is in the form of cash, any remaining balance shall be returned to Customer after all payment obligations have been fulfilled. No interest will be paid on deposits.
- 2.5 **Force Majeure.** "Force Majeure" shall mean an event that is beyond the reasonable control of the Party claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include economic loss due to Customer's loss of markets or suppliers.
- 2.6 **Events of Default.** It shall be an "Event of Default" if Customer fails to make any payment required by this Agreement and such failure is not cured within fourteen (14) days of receiving written notice from ENGIE.
- 2.7 **Remedies Upon an Event of Default.** If an Event of Default occurs, the ENGIE shall have the right (i) to liquidate and terminate any and all agreements hereunder and/or (ii) suspend performance. If ENGIE elects to terminate and liquidate, it shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated agreements according to ENGIE's consumption forecast). The ENGIE shall provide a written explanation of its calculation of the Termination Payment to Customer, and the Termination Payment shall be due within five (5) Business Days thereafter. It will not be an Event of Default and no Termination Payment will be due if Customer discontinues service at a facility prior to the End Date because Customer has moved, sold, or closed the facility, provided that Customer provides thirty (30) days' notice, a forwarding address, and other evidence required by ENGIE that Customer no longer occupies the facility.
- 2.8 **Limitation of Liability.** **THE PARTIES AGREE THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE IN THE EVENT OF ANY EARLY TERMINATION AND THEREFORE AGREE THAT THE CALCULATION OF A TERMINATION PAYMENT AS SET FOR THE HEREIN CONSTITUTES A REASONABLE APPROXIMATION OF THE HARM OR LOSS AS A MUTUALLY AGREED UPON FORM OF LIQUIDATED DAMAGES. FOR ANY OTHER BREACH OF THIS AGREEMENT, LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, ARE WAIVED BY BOTH PARTIES.**
- 2.9 **Indemnification.** Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.
- 2.10 **Representations and Warranties.** As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party as of the Effective Date of the Agreement as follows: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any



RECEIVED

MAY - 2 2018



PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU
ENGIE RESOURCES LLC

Application Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the
Public in the Commonwealth of Pennsylvania

ATTACHMENT 10

FINANCIAL FITNESS

- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.
 - 1) Letter of Good Standing from JPMorgan Chase Bank; and
 - 2) Letter of Good Standing from PA Department of Revenue.

This Attachment 10 is being filed separately under SEAL OF CONFIDENTIALITY.



Terms of Service

- 1.1 **Purchase and Sale.** Subject to the terms and conditions set forth herein, ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service for the facility(ies) specified in Attachment A. Customer's electricity consumption is variable and is not subject to a maximum or minimum usage limit, provided that Customer may not discontinue electric service at a facility prior to the End Date unless it is due to a sale or closure in accordance with Section 2.6.
- 1.2 **Term.** This Agreement shall be effective on Customer's signature and return to ENGIE (the "Effective Date"), provided however that ENGIE reserves the right to reject this Agreement by providing you written notice within 10 days of your execution of the Agreement (i) if the pricing has expired due to changes in market conditions or (ii) for any other nondiscriminatory reason determined by ENGIE. Service contemplated herein shall commence at the Contract Price on the first available Utility Transfer Date on or immediately following the Start Date as specified for each facility in Attachment A. Service shall remain in effect at the Contract Price through the first available Utility Transfer Date immediately following the End Date as specified for each facility in Attachment A. Notwithstanding the foregoing, Customer's options for service beyond the Utility Transfer Date following the End Date include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring to another competitive supplier, or iii) providing a written request to ENGIE to transfer Customer's account(s) to the applicable default service provider. **In the event Customer does not exercise one of the options above prior to the End Date, ENGIE may continue providing service on a month-to-month basis ("Post Term Service"). You will receive a notice within 45 – 90 days stating whether ENGIE will renew this Agreement on a month-to-month basis or terminate the Agreement. If ENGIE elects to renew the Agreement your affirmative consent will not be required. Where the local billing utility uses a "rate ready" billing system, the Contract Price for Post Term Service shall be a monthly variable rate set by ENGIE that is based on the cost of electricity supply plus costs and margin. Where the local billing utility does not use a rate ready billing system, the Contract Price for Post Term Service shall be an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to ancillary services, installed (or unforced) capacity, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point. Taxes and Utility Related Charges are additional and not included and are separately listed in the Customer invoice. Customer may terminate Post Term Service without liability for any early terminate fees by providing at least 30 days' notice.**
- 1.2.1 **Option to Blend and Extend.** During the term of your Agreement you may request that ENGIE offer a new "blend and extend" contract that allows the Customer to benefit from lower rates in exchange for extending the term of your agreement with ENGIE, at ENGIE's option. In the event that ENGIE and Customer do not agree to a new, extended agreement, ENGIE will continue to serve Customer under the existing agreement.
- 1.3 **Billing and Payment.** When available, ENGIE will use consolidated billing (i.e. a single bill containing both ENGIE and Utility Related Charges). ENGIE may sell its receivables to the billing utility pursuant to its purchase of receivables ("POR") program, in which case the terms and conditions of the POR program shall control. For each Billing Cycle, ENGIE will deliver to Customer an invoice setting forth the charges due for the preceding Billing Cycle. Such invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of the Agreement, and any applicable Taxes and Utility Related Charges. ENGIE may, however, use estimated data for billing purposes hereunder provided that such estimates will be subject to future reconciliation upon receipt of final data regarding the actual quantity of energy consumed for the applicable Billing Cycle. Payment shall be due to ENGIE by check, electronic funds transfer (EFT) or any other mutually agreed upon payment method within twenty-one (21) days after the date of the invoice. In the event EFT is elected, Customer shall promptly provide all relevant account information and take all actions necessary to authorize and allow ENGIE to collect payment by such method during the term of this Agreement, and payment shall be collected by ENGIE by making an automatic draft from Customer's bank account. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment, and ENGIE retains the right to report payment history to various credit agencies. If any amount of an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to Customer. Any dispute with respect to an invoice is waived unless the other Party is notified within twenty-four months after the invoice is rendered or any specific adjustment to the invoice is made.
- 1.4 **Contract Price.** Customer shall pay ENGIE the Contract Price per kWh of electric energy consumed in a Billing Cycle. This price may include, if applicable, an Intermediary Fee, and is inclusive of all non-utility charges including energy, ancillary services, Renewable Portfolio Compliance fees, installed (or unforced) capacity, congestion, losses, network integrated transmission (adjusted for tariff changes), and other PJM charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A. The Contract Price does not include Taxes and Utility Related Charges.
- 1.5 **Other Transmission-Related Charges.** The following charges are billed to Customer by the local electric utility company, and are not included in the Contract Price or in any other ENGIE charge: Network Integrated Transmission Service, Transmission Enhancement, and other transmission-related ancillary services.
- 1.6 **RMR Charges.** Your Contract Price does not include Real-time Reliability Must Run (RMR) charges. RMR Charges are directly billed to the Customer by the local utility.

Internal Use Only - Agreement # _____



Attachment A – Facilities/Accounts

#	Facility Name / Service Address	City, State, Zip	Utility	Delivery Point	Account Number	Rate Schedule
1	3732 Pearl Rd.	Cleveland, OH, 44109	CEI		0800487458 1800094114	GS0
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						

Internal Use Only - Agreement # _____



**OHIO SHORT FORM ENERGY SALES AGREEMENT
FIXED RATE PRICE**

Customer Information

Legal Entity Name:	zeina's inc		
Customer Contact:	Valentine Tannous	Title:	Manager
Telephone:	216-398-7900	Fax:	
E-mail:			
Federal Tax ID:		DUNS:	
Mailing Address:	3732 Pearl Rd		State: OH Zip: 44109
City:	Cleveland		
Billing Address (if different):			

ENGIE Information

Engie Resources LLC | 1990 Post Oak Blvd, Houston, TX 77056
 Toll-free: 1-888-232-6206 | Fax : 713-636-0927 | Email Address: CustServ@na.engie.com
 Federal Tax ID: 76-0685946 | Duns No.: 099668332

Contract Information

Contract price (\$/kwh): \$0.07067

Start Date: <small>(You will be enrolled on the next Utility Transfer Date on or after this Start Date).</small>	06/01/2018 (MM/01/YYYY)	End Date: <small>(Utility Transfer Date is likely to be within the month immediately following the End Date).</small>	05/31/2018 (MM/Last Day/YYYY)
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Acknowledgment

I agree to the Product and Price (above) and Terms of Service listed below at the accounts listed on Attachment A.

SIGNATURES

Customer Signature:	ENGIE Signature:
Print Name: Valentine Tannous	Print Name: Graham Leith
Print Title: Manager	Print Title: Vice President of Sales
Date: Apr. 26th, 2018	Date: 5/2/2018



RECEIVED

MAY - 2 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



ENGIE RESOURCES LLC

Application Wishing to Offer, Render, Furnish, or Supply Natural Gas Supply Services to the Public in the Commonwealth of Pennsylvania

ATTACHMENT 14

PROOF OF PUBLICATION

12. **NEWSPAPER PUBLICATIONS:** 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.

See Notarized Proofs of Publication attached hereto from the following newspapers:

- a) *Erie Times-News;*
- b) *Harrisburg Patriot-News;*
- c) *Philadelphia Daily News;*
- d) *Pittsburgh Post-Gazette;*
- e) *Scranton Times-Tribune;*
- f) *Williamsport Sun-Gazette; and*
- g) *Johnstown Tribune-Democrat.*

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

ENGIE Resources LLC
1990 Post Oak Blvd Ste 1900
Houston TX 77056

REFERENCE: 95507 306136
PUC Notice

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: 03/08/18

TOTAL COST: \$610.00 AD SPACE: 0 Lines

FILED ON: 03/08/18

LEGAL NOTICE
PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

Application of ENGIE Resources LLC For Approval to Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services. To The Public In The Commonwealth Of Pennsylvania.

ENGIE Resources LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier or aggregator of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. ENGIE Resources LLC proposes to sell natural gas and related services in Columbia Gas, National Fuel Gas, PECO, Peoples-Equitable, Peoples Natural Gas, UGI, UGI Central Penn and UGI Penn Natural under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of ENGIE Resources 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 ENGIE Resources LLC's attorney at the address listed below.

By and through Counsel:
Naveen Rabi

ENGIE Resources LLC
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056
Phone: (713) 636-1607
FAX: (713) 636-1601
Email: naveen.rabi@engie.com

EP-306136

Sworn to and subscribed before me this 9th day of March 2018

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)

Victoria Soto 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 03/08/2018

Principal Clerk of the Publisher

Sworn to and subscribed before me this 9th day of March 2018

Notary Public

Commonwealth of Pennsylvania - Notary Seal
Donna M. Maldonado, Notary Public
Dauphin County
My commission expires November 5, 2021
Commission number 1252842
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**LEGAL NOTICE
PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Application of **ENGIE Resources LLC** For Approval to Offer, Render, or Furnish Natural Gas Services as a **Supplier, Aggregator, or Marketer/Broker** Engaged in The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **ENGIE Resources 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 **ENGIE Resources LLC's** attorney at the address listed below.

By and through Counsel:
Naveen Rabie
ENGIE Resources LLC
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056
Phone: (713) 636-1607
FAX: (713) 636-1601
Email: naveen.rabie@engie.com

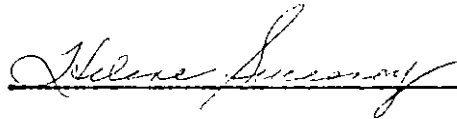
**Proof of Publication in The Philadelphia Daily News
Under Act. No 587, Approved May 16, 1929**

**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:

March 9, 2018

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.

 03/09/18

Sworn to and subscribed before me this 9th day of
March, 2018.

 03/09/18

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
CINDY JAKUBOWSKI, Notary Public
City of Philadelphia, Phila. County
My Commission Expires November 30, 2020

Copy of Notice of Publication

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

NOTICE

Application of **ENGIE Resources LLC** For Approval to Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged in The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

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By and through Counsel:
Naveen Rabbie
ENGIE Resources LLC
1990 Post Oak Blvd., Suite 1900
Houston, TX 77058
Phone: (713) 636-1807
FAX: (713) 636-1801
Email: naveen.rabbie@engie.com

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:

07 of March, 2018

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.


PG Publishing Company

Sworn to and subscribed before me this day of:
March 07, 2018



Commonwealth of Pennsylvania - Notary Seal
Elizabeth R. Chmura, Notary Public
Allegheny County
My commission expires February 8, 2022
Commission number 1326781
Member, Pennsylvania Association of Notaries

STATEMENT OF ADVERTISING COSTS

ENGIE Resources, LLC
1990 Post Oak Blvd
Suite 1900
Attn: Marsha Griffin
HOUSTON TX 77056

To PG Publishing Company

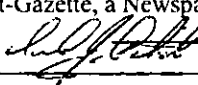
Total ----- \$480.50

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  Samuel J. Arbutina

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.

COPY OF NOTICE OR PUBLICATION

LEGAL NOTICE
PENNSYLVANIA
PUBLIC UTILITY
COMMISSION NOTICE
Application of ENGIE Resources LLC For Approval to Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged in The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

ENGIE Resources LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier or aggregator of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. ENGIE Resources LLC proposes to sell natural gas and related services in Columbia Gas, National Fuel Gas, PECO, Peoples-Equitable, Peoples Natural Gas, UGI, UGI Central Penn and UGI Penn Natural under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of ENGIE Resources 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 ENGIE Resources LLC's attorney at the address listed below.

By and through Counsel:
Naveen Rabie, ENGIE Resources LLC, 1990 Post Oak Blvd., Suite 1900, Houston, TX 77056.
Phone: (713) 636-1607.
FAX: (713) 636-1601.
Email: naveen.rabie@engie.com

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

ENGIE RESOURCES
MARSHA GRIFFIN
1990 POST OAK BLVD., SUITE 190 HOUSTON TX 77056

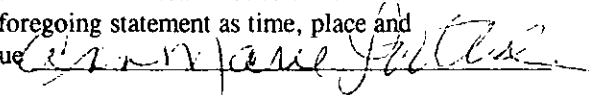
Account # 628083
Order # 82187410
Ad Price: 273.90

LEGAL NOTICE PENNSYLVANIA

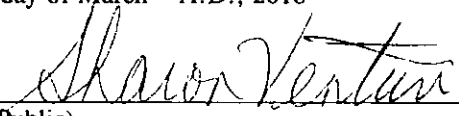
Ann Marie Fortese

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:

03/07/2018

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 

Sworn and subscribed to before me
this 7th day of March A.D., 2018


(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Sharon Venturi, Notary Public
Lackawanna County
My commission expires February 12, 2022
Commission number 1254228
Member, Pennsylvania Association of Notaries

LEGAL NOTICE
PENNSYLVANIA PUBLIC
UTILITY COMMISSION NOTICE

Application of **ENGIE Resources LLC** For Approval to Offer, Render, or Furnish Natural Gas Services as a **Supplier, Aggregator, or Marketer/Broker** Engaged in The Business Of Supplying Natural Gas Supply Services, To The Public in The Commonwealth Of Pennsylvania.

ENGIE Resources LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier or aggregator of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. **ENGIE Resources LLC** proposes to sell natural gas and related services in **Columbia Gas, National Fuel Gas, PECO, Peoples-Equitable, Peoples Natural Gas, UGI, UGI Central Penn and UGI Penn Natural** under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **ENGIE Resources 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 **ENGIE Resources LLC's** attorney at the address listed below.

By and through Counsel:
Naveen Rabie
ENGIE Resources LLC
1990 Post Oak Blvd., Suite 1900
Houston, TX 77056
Phone: (713) 636-1607
FAX: (713) 636-1601
Email: naveen.rabie@engie.com

PROOF OF PUBLICATON 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 LLC 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:

March 8, 2018

Affiant further deposes that he is an officer daily authorized by the Sun-Gazette LLC, publisher of the Williamsport Sun-Gazette, to verify the foregoing statement under oath and declare 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.

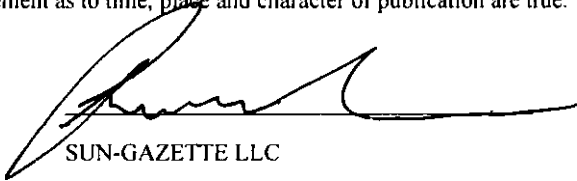
**PENNSYLVANIA
PUBLIC UTILITY
COMMISSION
NOTICE**

Application of **ENGIE Resources LLC** For Approval to Offer, Render, or Furnish Natural Gas Services as a **Supplier, Aggregator, or Marketer/Broker** Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **ENGIE Resources 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 **ENGIE Resources LLC's** attorney at the address listed below.

By and through Counsel:
Naveen Rabie
ENGIE Resources LLC
1990 Post Oak Blvd.,
Suite 1900
Houston, TX 77056
Phone: (713) 636-1607
FAX: (713) 636-1601
Email:
naveen.rabie@engie.com

ENGIE Resources LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier or aggregator of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. **ENGIE Resources LLC** proposes to sell natural gas and related services in **Columbia Gas, National Fuel Gas, PECO, Peoples-Equitable, Peoples Natural Gas, UGI, UGI Central Penn and UGI Penn Natural** under the provisions of the new Natural Gas Choice and Competition Act.

 4/24/18
SUN-GAZETTE LLC

Sworn to and subscribed before me

The 24th day of April 20 18

Beeth A Miller
COMMONWEALTH OF PENNSYLVANIA

Notary Public

NOTARIAL SEAL
BEETH A MILLER
Notary Public
CITY OF WILLIAMSPORT, LYCOMING COUNTY
My Commission Expires Apr 18, 2020

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette LLC. Dr.:

For publishing the notice attached

Hereto on the above state dates.....\$ 288.80

Probated same.....\$

Total.....\$ 288.80

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

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

SUN-GAZETTE LLC

BY Bernard A. Oravec

COMMONWEALTH OF PENNSYLVANIA }
 County of Cambria } SS

**LEGAL NOTICE
 PENNSYLVANIA
 PUBLIC UTILITY COMMISSION
 NOTICE.**

Application of **ENGIE Resources LLC** For Approval to Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

ENGIE Resources LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier or aggregator of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. **ENGIE Resources LLC** proposes to sell natural gas and related services in **Columbia Gas, National Fuel Gas, PECO, Peoples-Equitable, Peoples Natural Gas, UGI, UGI Central Penn and UGI Penn** Natural under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **ENGIE Resources 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 **ENGIE Resources LLC's** attorney at the address listed below.

By and through Counsel:
Naveen Rable
ENGIE Resources LLC
 1990 Post Oak Blvd., Suite 1900
 Houston, TX 77056
 Phone: (713) 636-1607 FAX: (713) 636-1601
 Email: naveen.rable@engle.com

published
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 of said pt

On this 21st day of March A.D. 2018, 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 Sales Manager / Major Accounts 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, of the County of Cambria, and Commonwealth of Pennsylvania and e matter published in said publication in the regular issues, on March 21, 2018; and that the Affiant is not interested that all of the allegations as to time, place and character

Christine Marhefka

STATEMENT OF ADVERTISING COSTS

Signed and sworn to before me on
 21st day of March, 2018,
 by **Christine Marhefka** making the statement.

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 - Notary Seal
 Vivian Ohs, Notary Public
 Cambria County
 My commission expires December 6, 2020
 Commission number 1123017
 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 SERVICE

On this the 6th day of April 2018, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

<p>Office of Consumer Advocate 5th Floor, Forum Place 555 Walnut Street Harrisburg, PA 17120</p>	<p>Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14th Floor Harrisburg, PA 17120</p>
<p>Office of the Small Business Advocate Commerce Building, Suite 202 300 North Second Street Harrisburg, PA 17101</p>	<p>Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Harrisburg, PA 17128-0946</p>
<p>Columbia Gas of PA, Inc. Michele Caddell 290 W. Nationwide Blvd. Columbus, OH 43215 PH: 614.460.6841 FAX: 614.460.8447 e-mail: mcaddell@nisource.com</p>	<p>Bureau of Investigation & Enforcement Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2 West Harrisburg, PA 17120</p>
<p>Peoples Natural Gas – Equitable Division Lynda Petricevich 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petricevich@peoples-gas.com</p>	<p>National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483 FAX: 716.857.7479 e-mail: wolfordd@natfuel.com</p>
<p>The Peoples Natural Gas Company Lynda Petricevich 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petricevich@peoples-gas.com</p>	<p>PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 PH: 215.841.6452 Email: carlos.thillet@exeloncorp.com</p>
<p>Peoples Gas Company Lynda Petricevich 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petricevich@peoples-gas.com</p>	<p>UGI Central Penn David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>
<p>UGI David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>	<p>UGI Penn Natural David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>

RECEIVED

MAY - 2 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Naveen Rabie, Attorney

ORIGIN ID: HOUA (713) 636-1083
MARSHA GRIFFIN, SR PARALEGAL
ENGIE RESOURCES LLC
1990 POST OAK BLVD., SUITE 1900

HOUSTON, TX 77056
UNITED STATES US

SHIP DATE: 02MAY18
ACTWGT: 2.00 LB
CAD: 4476218/INET3980

BILL SENDER

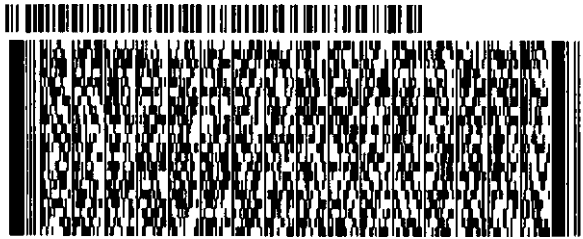
TO ROSEMARY CHIAVETTA, SECRETARY
PA PUBLIC UTILITIES COMMISSION
400 NORTH STREET

HARRISBURG PA 17120

(713) 636-1083
INV
PC

REF ENGIE RETAIL LEGAL
DEPT.

55242782BDCAG



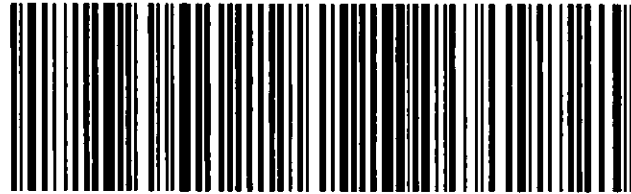
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THU - 03 MAY 8:00A
FIRST OVERNIGHT

TRK# 7721 3663 2210
0201

N1 MDTA

17120
PA-US MDT



After printing this label:

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

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

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