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July 26, 2019

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VIA ELECTRONIC FILING

Hon. Rosemary Chiavetta
Secretary
Pennsylvania Public Utility Commission
400 North Street, Keystone Building
Harrisburg, PA 17120

RE: SmartestEnergy US LLC's Electric Generation Supplier License Application

Dear Secretary Chiavetta:

We represent SmartestEnergy US LLC ("SEUS") in the above-referenced matter. Please find enclosed a copy of SEUS's redacted Electric Generation Supplier License Application (the "Application") for electronic filing with the Pennsylvania Public Utility Commission (the "PAPUC"). SEUS will separately file a hard copy of the confidential version of its Application with the PAPUC, including resumes of those individuals responsible for operations, which attachments are fully confidential.

Please note that SEUS will submit the \$350 filing fee when SEUS files the hard copy of its Application. In addition, SEUS has separately sent its letter of credit directly to the PAPUC via Federal Express. The tracking number for that mailing is 7758 3182 5276.

Please contact me if you have any questions related to this filing.

Respectfully submitted,

HARRIS BEACH PLLC

/s/ Michelle K. Piasecki

Michelle K. Piasecki

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of SmartestEnergy US LLC, for approval to offer, render, furnish, or supply electricity or electric generation services as a supplier of electricity 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:

SmartestEnergy US LLC 333 W. Washington St. Suite 140 Syracuse, NY 13202

www.SmartestEnergy.com

1-888-XXX-XXXX (Applicant is working on obtaining a toll-free number and will provide to the PUC once established)

- 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.

Corporation Service Company
2595 Interstate Drive, Suite 103
Harrisburg, PA 17110
Phone: 800-927-9801
Fax: 302-636-5425

- 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.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

Regulatory-affairs-US@smartestenergy.com

REDACTED

- 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.

John T. McManus
HARRIS BEACH PLLC
677 Broadway, Suite 1101

Albany, NY 12207
518.427.0235 Fax
518.427.9700 Main
jmcmanus@HarrisBeach.com

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

REDACTED

REDACTED

2. **BUSINESS ENTITY FILINGS AND REGISTRATION**

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

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

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

or

The Applicant will not be using a fictitious name.

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

The Applicant is a sole proprietor.

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

or

The Applicant is a:

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

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

or

The Applicant is a:

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

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

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.

Please see exhibit 1.

- 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.

None.

4. OPERATIONS

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

Definitions

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

- The Applicant is presently doing business in Pennsylvania as a

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

or

- The Applicant is not presently doing business in Pennsylvania.

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

- Generator of electricity
- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
 - Check here to verify that your organization will not be taking title to the electricity nor will you be making payments for customers.

- Electric Cooperative and supplier of electric power
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.

SmartestEnergy, US, LLC (“SEUS”) SEUS will offer electricity supply service to C&I and residential customers. SEUS intends to offer the following products. SEUS will offer its customers these products as either renewable or non-renewable electricity:

- Fixed Price: Electric price to customer is fixed for a finite term
- Variable Price: Electricity price to customer during finite term varies each month based on the market prices of electricity.
- Blended Price: During a finite term, a portion of the customer’s usage will be priced at a fixed price and a portion will be priced at a variable price.
- Partially Fixed Price: During a finite term, some defined components of the customer’s price will be fixed, and other defined components will be variable.

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

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

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

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Residential and Small Commercial as Mixed Meter **ONLY (CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE)**
- Large Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- ✓ All of above (Except Mixed Meter)
- Other (Describe):

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

August 1st, 2019

5. COMPLIANCE

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

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

None.

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

- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints, in the Commonwealth of Pennsylvania or any state, 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. **Applicant should also include if it had a Pennsylvania PUC EGS or NGS license previously cancelled by the Commission.** If the Applicant has no actions or complaints to list, explicitly state such.

None.

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

6. PROOF OF SERVICE

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

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

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

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

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

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

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

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

Pike County Light & Power Company:
Vice President – Energy Supply
Corning Natural Gas Holding Corporation
330 West William Street
Corning, NY 14830

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

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

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

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

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

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

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

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

7. FINANCIAL FITNESS

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

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

CRITICAL BONDING NOTES:

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

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

Template versions of a continuous bond, fixed-term bond, continuous letter of credit, and parental guarantee are attached at Appendix E, F, G, & H, respectively. Applicant's security must follow language from these examples, and must include the unmodified language outlined in Appendix D. Any deviation from these examples must be identified in the application and may not be acceptable to the Commission.

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

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies. Please see exhibit 1, for affiliates.
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
- Applicant's accounting statements, including balance sheet and income statements for the past two years.
- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.

Please see Moody's & S&P attached.

- 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. Non applicable, please see financial support.
- Audited financial statements exhibiting accounts over a minimum two year period.
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

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.

SmartestEnergy US LLC is self-funded.

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.

Not applicable.

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

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

8. TECHNICAL FITNESS:

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

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

- Applicant's previous experience in the electricity industry.
- Summary and proof of licenses as a supplier of electric services in other states or jurisdictions.
- Type of customers and number of customers Applicant currently serves in other jurisdictions.
- Staffing structure and numbers as well as employee training commitments.
- Business plans for operations within the Commonwealth.
- Documentation of membership in PJM, ECAR, MAAC, other regional reliability councils, or any other membership or certification that is deemed appropriate to justify competency to operate as an EGS within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

SmartestEnergy, US, LLC ("SEUS") SEUS is a direct wholly owned subsidiary of SmartestEnergy US Holding Inc., a Delaware corporation which is in turn a direct wholly owned subsidiary of SmartestEnergy Limited ("SmartestEnergy Ltd"). SmartestEnergy Ltd has been supplying electricity to retail customers in the United Kingdom for more than 15 years. SmartestEnergy Ltd is known for its commitment to renewable energy and its attention to customer service. [REDACTED]

[REDACTED] SEUS will use the expertise developed by SmartestEnergy Ltd, the local market expertise of its management, and the financial strength of its ultimate parent, Marubeni Corporation, to provide services to its customers. Additional information is provided below:

- SEUS's memberships in PJM and NYISO are pending.
- SEUS's authorization to sell electricity at retail in New York State is pending before the New York Public Service Commission
- Key management personnel are listed below and have significant electricity market experience. Resumes are attached.

REDACTED

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

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

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

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

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

1. Provide training to all new employees engaged in sales roles, including training regarding marketing standards. The marketing standards will, at a minimum, cover the requirements in 52 Pa. Code § 54.7.
2. Not engage in misleading or deceptive conduct as defined by State or federal law, or by Commission rule, regulation or order.
3. Not make false or misleading representations including misrepresenting rates or savings offered by SEUS.
4. Submit all marketing materials for review and approval by a SEUS senior executive prior to implementation.
5. Implement the following procedures regarding disputes:
 - a. SEUS customer service department shall be empowered to resolve all customer complaints. SEUS shall respond promptly to all complaints.
 - b. In the event that SEUS customer service department cannot resolve the complaint, it shall be raised to a SEUS senior executive for resolution.

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

SEUS has two directors:

REDACTED

The following employees are directly responsible for operations, but these employees are not officers of SEUS. Resumes are attached:

REDACTED

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

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- Received approval from FERC to be a Power Marketer at Docket or Case Number ER19-1527-000.
- Not applicable

9. DISCLOSURE STATEMENTS:

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

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

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

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

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

- proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

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

(Select only one of the following)

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

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

AGREED

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

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

✓ AGREED

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

✓ AGREED

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

✓ ACKNOWLEDGED

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

✓ AGREED

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

✓ AGREED

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

✓ AGREED

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

✓ AGREED

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

✓ AGREED

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

PAYMENT ENCLOSED

11. AFFIDAVITS

Must be notarized before filing.

- a. **APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.
- b. **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service. An example copy of this Affidavit can be found at Appendix B.

12. NEWSPAPER PUBLICATIONS

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

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

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

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

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

Entire Commonwealth	X	X	X	X	X	X	X

(Example Publications are provided at Appendices K and L)

13. SIGNATURE

Applicant: 

By Minako Wakayama

Title: Officer

14. CHECKLIST

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

Applicant: SmartestEnergy US LLC

Applicant's Use	Signature	
	Filing Fee (CERTIFIED CHECK OR MONEY ORDER ONLY)	
	Application Affidavit	
	Operations Affidavit	
	Proof of Publication	
	Bond, Letter of Credit, or Parental/Affiliate Guarantee	
	Tax Certification Statement	
	Commonwealth Department of State Verification	
	Certificate of Service	

PUC Secretary's Bureau Use

3. AFFILIATES AND PREDECESSORS

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.

SmartestEnergy US, LLC (“SEUS”) is a Delaware limited liability company.

SEUS is a direct wholly owned subsidiary of SmartestEnergy US Holding Inc., a Delaware corporation which is in turn a direct wholly owned subsidiary of SmartestEnergy Limited (“SmartestEnergy Ltd”). SmartestEnergy Ltd is 90% owned by Marubeni Corporation (“Marubeni”) and 10% owned by Marubeni Europe plc. Marubeni Europe is approximately 60.9% owned by Marubeni and approximately 39.1% owned by Marubeni International (Europe) GmbH¹. In connection with an ongoing corporate reorganization process, Marubeni International (Europe) GmbH is itself wholly owned by Marubeni Europe. Thus, SEUS is ultimately owned and controlled by Marubeni.

Marubeni is a company organized under the laws of Japan and is one of Japan’s largest, most diversified, and oldest trading companies. Marubeni manages a diverse array of ventures across multiple divisions, including agri-marine products, textiles, forest products, general merchandise, chemicals, energy, power projects, metals and mineral resources, transportation, industrial machinery, plants, shipping, infrastructure development and construction. Marubeni is a publicly-traded company (Tokyo Stock Exchange Code 8002) and has many affiliates around the world.

SmartestEnergy U.S. LLC’s Energy Affiliates

SEUS is not affiliated with any franchised public utility in the United States. Marubeni wholly owns Marubeni Power America, Inc. (“Marubeni Power”). Marubeni Power indirectly holds a 10% or greater equity interest in each of the following electric generation resources:

¹ A single ordinary share (the only share class issued by Marubeni Europe plc, and of which there are 63,208,882 in total) is owned by an entity other than Marubeni Europe plc or Marubeni International (Europe) GmbH.

- St. Charles Energy Center, a 746 MW nameplate capacity natural gas-fired combined-cycle facility owned and operated by CPV Maryland, LLC and located in Charles County, Maryland.
- West Deptford Energy, LLC, a 754.6 MW nameplate capacity natural-gas fired combined-cycle facility located in West Deptford Township, New Jersey.
- LWP Lessee, LLC, which leases and operates a 205.5 MW nameplate capacity wind-powered electric generation facility located in Jackson County, Minnesota.
- Shiloh IV Lessee, LLC, which manages and operates a 102.5 MW nameplate capacity wind generation facility located in Solano County, California.

APPENDIX A

New York
Commonwealth/State of Pennsylvania :

: ss.

County of New York:

Minako Wakayama, Affiant, being duly sworn/^{me}affirmed according to law, deposes and says that:

She is the officer of SmartestEnergy US LLC ;

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

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

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

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

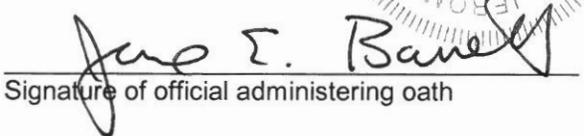
That the Applicant herein SmartestEnergy US LLC acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

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.


Signature of Affiant

Sworn and subscribed before me this 25th day of July




Signature of official administering oath

My commission expires February 21, 2022

JEROME E. BARNETT
Notary Public, State of New York
No. 02BA6033890
Qualified in New York County
Commission Expires February 21, 2022

APPENDIX B

Commonwealth/State of ~~Pennsylvania~~ ^{New York}

: SS.

County of New York :

Minako Wakayama, Affiant, being duly ~~sworn~~/^{MW}affirmed according to law, deposes and says that:

She is the officer (Office of Affiant) of SmartestEnergy US LLC;

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

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

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

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

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

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

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

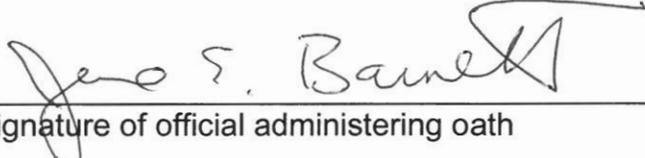
That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.



Signature of Affiant



Sworn and subscribed before me this 25th day of July, 2019.



Signature of official administering oath

My commission expires February 21, 2022.

JEROME E. BARNETT
Notary Public, State of New York
No. 02BA6033890
Qualified in New York County
Commission Expires February 21, 2022

APPENDIX C

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

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

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

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

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

Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

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

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

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

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

APPENDIX D



Announcement of Periodic Review: Moody's announces completion of a periodic review of ratings of Marubeni Corporation

22 May 2019

Tokyo, May 22, 2019 -- Moody's Investors Service ("Moody's") has completed a periodic review of the ratings of Marubeni Corporation and other ratings that are associated with the same analytical unit. The review was conducted through a portfolio review in which Moody's reassessed the appropriateness of the ratings in the context of the relevant principal methodology(ies), recent developments, and a comparison of the financial and operating profile to similarly rated peers. The review did not involve a rating committee. Since 1 January 2019, Moody's practice has been to issue a press release following each periodic review to announce its completion.

This publication does not announce a credit rating action and is not an indication of whether or not a credit rating action is likely in the near future. Credit ratings and outlook/review status cannot be changed in a portfolio review and hence are not impacted by this announcement. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moodys.com for the most updated credit rating action information and rating history.

Key rating considerations are summarized below.

Marubeni's Baa2 ratings reflect the company's (1) asset portfolio, which is reasonably diverse in terms of geographic reach and business operations; (2) capacity to generate sound cash flow; and (3) enduring relationships with its main banks and major customers.

Moody's rating also considers (1) its improving but still-high leverage compared with that of other Japanese trading companies (JTCs) that Moody's rates; (2) its historical earnings volatility; and (3) the fundamental business risks inherent to JTCs, as characterized by long-term, illiquid business investments financed by material amounts of debt.

This document summarizes Moody's view as of the publication date and will not be updated until the next periodic review announcement, which will incorporate material changes in credit circumstances (if any) during the intervening period.

The principal methodology used for this review was Trading Companies (Japanese) published in July 2016. Please see the Rating Methodologies page on www.moodys.com for a copy of this methodology.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moodys.com for the most updated credit rating action information and rating history.

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MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any rating, agreed to pay to MJKK

or MSFJ (as applicable) for ratings opinions and services rendered by it fees ranging from JPY125,000 to approximately JPY250,000,000.

MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

April 9, 2019

Marubeni Corporation
Tokyo Nihombashi Tower,
7-1, Nihonbashi 2-chome,
Chuo-ku, Tokyo, 103-6060

Re: Marubeni Corporation's Long- Term Issuer Credit Rating

Dear Sirs:

S&P Global Ratings hereby confirms its credit rating of “BBB/Positive” for the above-referenced issuer.

This letter constitutes S&P Global Ratings’ permission for you to disseminate the above-assigned rating to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements or to allow the Issuer to comply with its regulatory obligations) will become effective only after we’ve released the rating on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable. Any such dissemination shall not be done in a manner that would serve as a substitute for any products and services containing S&P Global Ratings’ intellectual property for which a fee is charged. To the extent that regulatory authorities allow a rating agency to acknowledge in one jurisdiction a rating issued in another jurisdiction for certain regulatory purposes, S&P Global Ratings may choose to acknowledge such a rating and denote such acknowledgement on www.standardandpoors.com with an alphabetic or other identifier affixed to such rating or by other means.

To maintain the rating, S&P Global Ratings must receive all information as indicated in the applicable Terms and Conditions. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to: katsuyuki.nakai@spglobal.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website, please send hard copies to: S&P Global Ratings Japan Inc., Marunouchi Kitaguchi Bldg. 28F, 1-6-5 Marunouchi, Chiyoda-ku, Tokyo, Japan 100-0005, Attention: Katsuyuki Nakai.

The rating is subject to the Terms and Conditions attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

In accordance with the Terms and Conditions, S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, at any time, in S&P Global Ratings' sole discretion. S&P Global Ratings may take any of the foregoing actions notwithstanding any request for a withdrawal of a credit rating or termination of the Engagement Letter.

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Sincerely yours,

A handwritten signature in cursive script that reads "S & P Global Ratings".

S&P Global Ratings, acting through
S&P Global Ratings Japan Inc.

Analytical Contact:
Name: Katsuyuki Nakai
Telephone #: +81-3-4550-8748

Commercial Contact:
Name: Naoya Tsuruoka
Telephone #: +81-3-4550-8685

S&P Global Ratings Japan Inc. Terms and Conditions Applicable To Credit Ratings

You understand and agree that:

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Information to be Provided by You. For so long as this Agreement is in effect, in connection with the credit rating provided hereunder, you will provide, or cause to be provided, as promptly as practicable, to Standard & Poor’s all information requested by Standard & Poor’s in accordance with its applicable published credit ratings criteria. The credit rating, and the maintenance of the credit rating, may be affected by Standard & Poor’s’ opinion of the information received from you or your authorized agents and advisors. Except for “Excluded Information”, as defined below, all information provided to Standard & Poor’s by you or your authorized agents and advisors regarding the credit rating or, if applicable, surveillance of the credit rating, will, as of the date such information is provided, contain no untrue statement of material fact nor omit a material fact necessary in order to make such information, in light of the

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Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean verbal or written information that you or your authorized agents and advisors have provided to Standard & Poor's and, in connection with providing such information, have indicated in writing that the information is "Confidential." Notwithstanding the foregoing, information disclosed by you or your authorized agents and advisors to Standard & Poor's shall not be deemed to be Confidential Information, and Standard & Poor's shall have no obligation to treat such information as Confidential Information, if such information (i) was known by Standard & Poor's at the time of such disclosure and was not known by Standard & Poor's to be subject to a prohibition on disclosure, (ii) was known to the public at the time of such disclosure, (iii) becomes known to the public (other than by an act of Standard & Poor's or its affiliates) subsequent to such disclosure, (iv) is disclosed to Standard & Poor's by a third party subsequent to such disclosure and Standard & Poor's reasonably believes that such third party's disclosure to Standard & Poor's was not prohibited, (v) is developed independently by Standard & Poor's or its affiliates without reference to the Confidential Information, (vi) is approved in writing by you or your authorized agents and advisors for public disclosure. Standard & Poor's is aware that securities laws may impose restrictions on trading in securities when in possession of material, non-public information and has adopted securities trading and communication policies to that effect.

Standard & Poor's' Use of Information. Except as required by applicable law or regulation or otherwise provided herein, Standard & Poor's shall not disclose Confidential Information to third parties.

Standard & Poor's may (i) use Confidential Information for its credit rating activities, ancillary services or other services (including *kanrengyomu*), including without limitation, to assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, as well as to make internal determinations about commercial arrangements for its credit rating activities, ancillary services or other services (including *kanrengyomu*), and (ii) share Confidential Information with its affiliates or agents engaged in the credit ratings business, ancillary services or other services (including *kanrengyomu*) who are bound by appropriate confidentiality obligations ("Ratings Affiliates and Agents").

Subject to the other provisions herein, Standard & Poor's may also use, and share Confidential Information with any of its affiliates or agents engaged in other financial services businesses, who are bound by appropriate confidentiality obligations ("Other Affiliates and Agents", and together with Ratings Affiliates and Agents, "Affiliates and Agents"), for modelling, benchmarking and research purposes.

Subject to the other provisions herein, Standard & Poor's may publish and/or share with its Affiliates and Agents, who also may publish, data aggregated or derived from Confidential Information, excluding data that is specific to and identifies individual debtors, customers or clients.

Standard & Poor's acknowledges for itself and on behalf of its affiliates that you may be entitled to seek injunctive measures to the extent permitted under Japanese law for Standard & Poor's' or its affiliates' disclosure of Confidential Information in violation of this Agreement. Standard & Poor's and its Affiliates and Agents reserve the right to use, publish, disseminate, or license others to use, publish or disseminate any non-Confidential Information provided by you,

or your authorized agents and advisors.

Encouragement to disclose in relation to asset securitization instruments. (a) For the purpose of allowing a third party to assess the appropriateness of the credit rating on the relevant asset securitization instruments, Standard & Poor's encourages you to publish or otherwise disclose information, including information corresponding to "the type of information that may be deemed valuable in an assessment by a third party of the appropriateness of a Credit Rating" as separately published by Standard & Poor's, concerning the relevant asset securitization instruments. (b) If Standard & Poor's asks you to confirm the status of any publication or disclosure referred to in (a), you will provide a confirmation of the status to it prior to the determination of the credit rating. (c) Standard & Poor's will publish the fact that it has encouraged you to make public disclosure in accordance with (a), as well as your confirmation in accordance with (b) (or if you did not provide a confirmation, the fact that you did not provide a confirmation).

Standard & Poor's Not an Expert, Underwriter or Seller under Securities Laws. Standard & Poor's has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, and does not accept responsibility for any part of, or authorize the contents of, any prospectus or listing particulars in relation to any securities. Standard & Poor's is not an "underwriter" or "seller" as those terms are defined under applicable securities laws or other regulatory guidance, rules or recommendations. Standard & Poor's has not performed the role or tasks associated with an "underwriter" or "seller" under any applicable securities laws or other regulatory guidance, rules or recommendations in connection with this engagement.

Office of Foreign Assets Control. As of the date of this Agreement, (a) neither you nor the issuer (if you are not the issuer) or any of your or the issuer's subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC Sanctions"), (b) neither you nor the issuer (if you are not the issuer) is 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of OFAC Sanctions, and (c) to the best of your knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of you or the issuer (if you are not the issuer) is the subject of OFAC Sanctions. For the purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of you or the issuer (if you are not the issuer). For so long as this Agreement is in effect, you will promptly notify Standard & Poor's if any of these circumstances change.

Standard & Poor's' Use of Confidential and Private Credit Ratings. Standard & Poor's may use confidential and private credit ratings in its analysis of the debt issued by collateralized debt obligation (CDO) and other investment vehicles. Standard & Poor's may disclose a confidential or private credit rating as a confidential credit estimate or assessment to the managers of CDO and similar investment vehicles. Standard & Poor's may permit CDO managers to use and disseminate credit estimates or assessments on a limited basis and subject to various restrictions; however, Standard & Poor's cannot control any such use or dissemination.

Entire Agreement. Nothing in this Agreement shall prevent you, the issuer (if you are not the issuer) or Standard & Poor's from acting in accordance with applicable laws and regulations. Subject to the prior sentence, this Agreement, including any amendment made in accordance with the provisions hereof, constitutes the complete and entire agreement between the parties on all matters regarding the credit rating provided hereunder. The terms of this Agreement supersede any other terms and conditions relating to information provided to Standard & Poor's by you or your authorized agents and advisors hereunder, including without limitation, terms and conditions found on, or applicable to, websites or other means through which you or your authorized agents and advisors make such information available to Standard & Poor's, regardless if such terms and conditions are entered into before or after the date of this Agreement. Such terms and conditions shall be null and void as to Standard & Poor's.

Limitation on Damages. Standard & Poor's does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. STANDARD & POOR'S GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Standard & Poor's, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to you, your affiliates or any person asserting claims on your behalf, directly or indirectly, for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to the credit rating provided hereunder or the related analytic services even if advised of the possibility of such

damages or other amounts except to the extent such damages or other amounts are finally determined by a court of competent jurisdiction in a proceeding in which you and Standard & Poor's are parties to result from gross negligence, intentional wrongdoing or willful misconduct of Standard & Poor's. In furtherance and not in limitation of the foregoing, Standard & Poor's will not be liable to you, your affiliates or any person asserting claims on your behalf in respect of any decisions alleged to be made by any person based on anything that may be perceived as advice or recommendations. In the event that Standard & Poor's is nevertheless held liable to you, your affiliates, or any person asserting claims on your behalf for monetary damages under this Agreement, in no event shall Standard & Poor's be liable in an aggregate amount in excess of seven times the aggregate fees paid to Standard & Poor's for the credit rating giving rise to the cause of action, up to a maximum of US\$5,000,000 except to the extent such monetary damages directly result from Standard & Poor's intentional wrongdoing or willful misconduct. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Neither party waives any protections, privileges, or defenses it may have under law, including but not limited to, laws relating to freedom of expression.

Credit Ratings Acknowledged for Use in Other Jurisdictions. To the extent that regulatory authorities allow a credit rating agency to acknowledge in one jurisdiction a credit rating issued in another jurisdiction for certain regulatory purposes, Standard & Poor's may choose to acknowledge such a credit rating and denote such acknowledgement on www.standardandpoors.com with an alphabetic or other identifier affixed to such rating or by other means. Standard & Poor's reserves the right to assign, withdraw or suspend such acknowledgement at any time and in its sole discretion. If Standard & Poor's acknowledges such a credit rating for regulatory purposes, all limitations set out herein with respect to a credit rating will apply to such acknowledgment of the credit rating, including without limitation, that such acknowledgement is not a recommendation to purchase, hold, or sell any securities nor does it comment on market price, marketability, investor preference or suitability of any security. Standard & Poor's, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to you, your affiliates or any person asserting claims on your behalf, directly or indirectly, for actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to the assignment, withdrawal, or suspension of such acknowledgement, even if advised of the possibility of such damages or other amounts, except to the extent such damages or other amounts are finally determined by a court of competent jurisdiction in a proceeding in which you and Standard & Poor's are parties to result from gross negligence, intentional wrongdoing or willful misconduct of Standard & Poor's.

Termination of Agreement. This Agreement may be terminated by either party at any time upon written notice to the other party. Except where expressly limited to the term of this Agreement, these Terms and Conditions shall survive the termination of this Agreement.

No Third-Party Beneficiaries. Nothing in this Agreement, or the credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the credit rating. No person is intended as a third party beneficiary of this Agreement or of the credit rating when issued.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns. Subject to the limitations contained in this Agreement, Standard & Poor's shall be liable for the conduct of its affiliates that would otherwise constitute a breach of the terms of this Agreement if Standard & Poor's had engaged in such conduct itself.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Amendments. This Agreement may not be amended or superseded except by a writing that specifically refers to this Agreement and is executed manually or electronically by authorized representatives of both parties.

Governing Law. This Agreement is made and entered into and shall be interpreted, construed and enforced in accordance with the laws of Japan without giving effect to the conflicts of laws provisions thereof. The parties hereto, their successors and assigns, irrevocably consent to the exclusive jurisdiction of the Tokyo District Court, for the resolution of any disputes arising from or related to this Agreement.

S&P Global Ratings – Data Protection Appendix to Terms and Conditions

1. **This Appendix:** This Data Protection Appendix (“**Appendix**”) is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the “**Agreement**”) between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

“**controller**”, “**processor**”, “**data subject**”, “**personal data**”, “**processing**”, “**process**”, “**special categories of personal data**” and “**joint controller**” shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

“**Analytical Data**” means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

“**Applicable Data Protection Law**” shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) (“**GDPR**”) and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable analogous privacy laws of other countries;

“**Client Data**” means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

“**Data**” means Analytical Data and Client Data;

“**Permitted Purpose**” means processing:

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the “**Services**”) to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings’ Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

(B) of personal data by you to access and use the Services;

“**Standard Contractual Clauses**” means standard contractual clauses (adopted by European Commission Decision 2004/915/EC on 27 December 2004) for the transfer of personal data from controllers in the EU to controllers in jurisdictions outside the European Economic Area, a copy of the current version of which is accessible at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the “**Data Exporter**” and S&P Global Ratings is the “**Data Importer**.”

3. **Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose.

4. **Relationship of the parties:** Except as may be specifically otherwise agreed, the parties acknowledge that you are a **controller** of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <https://www.spglobal.com/corporate-privacy-policy>) and Cookie Notice (available at <https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice>) for further

S&P Global Ratings – Data Protection Appendix to Terms and Conditions

information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5. **Investigations:** Except where and to the extent prohibited by applicable law, each party (“**Notifier**”) will inform the other promptly, and in any event within three (3) business days of, any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred to it under this Agreement by the other party which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.
6. **Use and Restrictions on Use:** Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.
7. **Security:** The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.
8. **International Transfers of Data outside the EEA:**
 - 8.1 This Clause 8 and the Standard Contractual Clauses shall apply only with respect to Data transferred from the European Economic Area (“**EEA**”) to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses deemed to be incorporated into this Appendix.
 - 8.2 S&P Global Ratings may process (or permit to be processed) any Data transferred from the EEA to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses. In applying and interpreting the Standard Contractual Clauses, the parties agree that **Annex A** will apply and **Annex B** thereto shall be populated as follows:
 - (1) **Data Subjects to whom the personal data relates:**
 - (i) *Persons who are employees, officers, contractors, agents or advisors of the Data Exporter and/or of companies affiliated with it who are engaged in the decision to enter into the Agreement and/or who enter into the Agreement with the Data Importer for the provision of the Data Importer’s Services; and*
 - (ii) *persons in respect of whom the Data Exporter or its agents or advisors have provided personal data to the Data Importer to enable the Data Importer to provide the Services.*
 - (2) **Purposes for which the data transfer is made:**

The Permitted Purpose.
 - (3) **Categories of personal data transferred:**

Client Data and Analytical Data.
 - (4) **Categories of recipients to whom the personal data is transferred or disclosed:**

Employees, officers, consultants, agents and advisors of the Data Importer or its affiliates and third parties, including public bodies, regulators and law enforcers, to the extent S&P Global Ratings is required to disclose Data by contract, regulation, litigation or law.
 - (5) **Sensitive data or categories of sensitive data to be transferred (special category personal data):**

Not applicable.
 - (6) **Contact Point for the Data Importer:**

RatingsGDPR@spglobal.com
 - 8.3 The parties agree that the following optional clause to the Standard Contractual Clauses shall apply as between them:

“(1) Each party shall perform its obligations under these clauses at its own cost.”

S&P Global Ratings – Data Protection Appendix to Terms and Conditions

9. **Survival:** This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.

APPENDIX I

Appendix I (CONFIDENTIAL)

COMMONWEALTH OF
PENNSYLVANIA
PUBLIC UTILITY COMMISSION

**TAX CERTIFICATION
STATEMENT**

A completed Tax Certification Statement must accompany all applications for new licenses, renewals or transfers. Failure to provide the requested information and/or any outstanding state income, corporation, and sales (including failure to file or register) will cause your application to be rejected. If additional space is needed, please use white 8 1/2" x 11" paper. Type or print all information requested.

1. CORPORATE OR APPLICANT NAME SmartestEnergy US LLC	2. BUSINESS PHONE NO. (REDACTED) REDACTED CONTACT PERSON(S) FOR TAX ACCOUNTS: REDACTED
---	---

3. TRADE/FICTITIOUS NAME (IF ANY)
None

4. LICENSED ADDRESS (STREET, RURAL ROUTE, P.O. BOX NO.) (POST OFFICE) STATE)
(ZIP)
333 West Washington St Suite 140 Syracuse New York 13202

5. TYPE OF ENTITY SOLE PROPRIETOR PARTNERSHIP CORPORATION LLC
 OTHER (Describe...)

6. LIST OWNER(S), GENERAL PARTNERS, OR CORPORATE OFFICERS(S)

NAME (PRINT)	SOCIAL SECURITY NUMBER - For Sole Proprietor with NO EIN ONLY
REDACTED	_ _ _ _ - _ _ _ - _ _ _ _ _
REDACTED	

7. LIST THE FOLLOWING STATE & FEDERAL TAX IDENTIFICATION NUMBERS (ALL ITEMS A,B, & C MUST BE COMPLETED)

Applicant must provide explanation if submitting N/A for any items
 Item A- Designated by the Pennsylvania Department of Revenue.
 Item B - Designated by the Internal Revenue Service.
 Item C – Designated by the Pennsylvania Department of Revenue. The Corporate Box number may also be referred to as the Corporate Account number.

A. SALES TAX LICENSE (8 DIGITS) <div style="background-color:black; color:white; text-align:center; font-size:24px; padding: 10px;">REDACTED</div> APPLICATION PENDING <input type="checkbox"/> N/A <input type="checkbox"/>	C. CORPORATE BOX No. (7 DIGITS) <div style="text-align:center;"> _ _ _ _ _ _ </div> APPLICATION PENDING <input type="checkbox"/>
B. EMPLOYER ID (EIN) (9 DIGITS) <div style="background-color:black; color:white; text-align:center; font-size:24px; padding: 10px;">REDACTED</div> APPLICATION PENDING <input type="checkbox"/> N/A <input type="checkbox"/>	- OR - REVENUE ID NUMBER (10 DIGITS) <div style="background-color:black; color:white; text-align:center; font-size:24px; padding: 10px;">REDACTED</div>

8. Do you have PA employees; resident or non-resident? YES NO
 9. Do you own any assets or have an office in PA? YES NO

NAME AND PHONE NUMBER OF PERSON(S) RESPONSIBLE FOR FILING TAX RETURNS

REDACTED	REDACTED	REDACTED
PA SALES AND USE TAX	EMPLOYER TAXES	CORPORATE TAXES
REDACTED	REDACTED	REDACTED
PHONE	PHONE	PHONE

Telephone inquiries about this form may be directed to the Pennsylvania Department of Revenue at the following numbers: (717) 787-1064, TDD# (800) 447-3020 (Hearing Impaired Only)

APPENDIX J



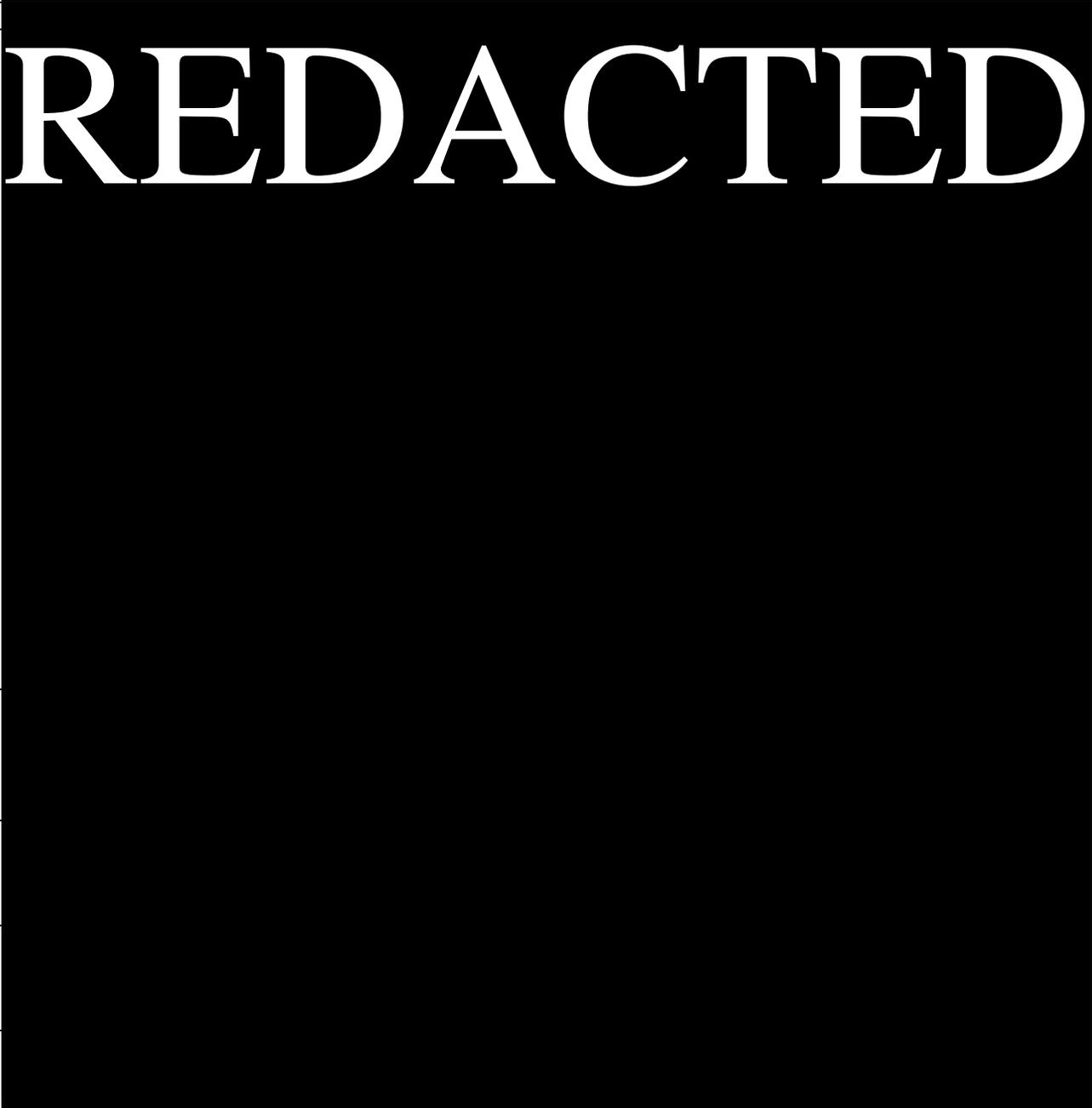
Telephone: 1-XXX-XXX-XXXX
 333 West Washington Street, Suite 140
 Syracuse, New York 13202
 Customer-Service-US@smartestenergy.com

**BLENDED SALES AGREEMENT
 Pennsylvania**

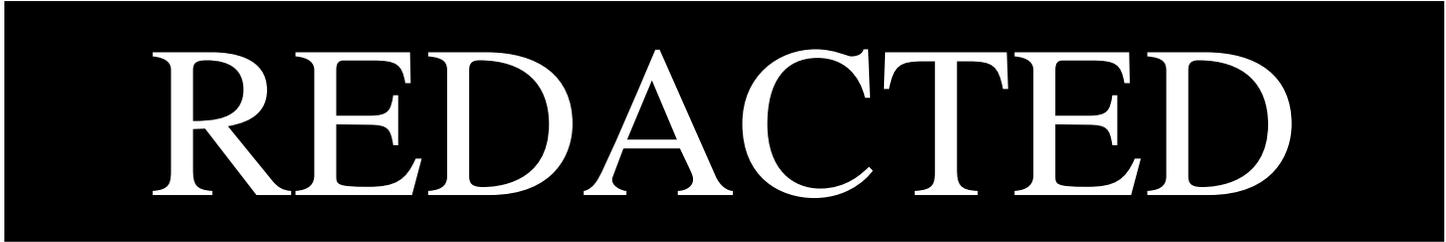
Customer Name:		
Mailing Address:		Billing Address (if different):
Contact Name:		Phone:
Fax:		Email:
<input type="checkbox"/> Standard Electric	<input type="checkbox"/> Voluntary Renewable Energy Product	Term:
EDC/Electric Distribution Company:		EDC Account Number(s) and approximate Start Date(s): See Attachment A

CUSTOMER DISCLOSURE STATEMENT

Price
How Price is Determined
Start Date
Term
Process Customer May Use to Rescind Agreement Without Penalty
Amount of Early Termination Fee and Method of



Calculation
Amount of Late Payment
Renewal
Guaranteed Savings
EDC



Smartest Energy US LLC	CUSTOMER
Printed Name:	Printed Name:
Signature:	Signature:
Title:	Title:
Date:	Date:
Smartest Energy US LLC	
Printed Name:	
Signature:	
Title:	
Date:	



Telephone: 1-XXX-XXX-XXXX
 333 West Washington Street, Suite 140
 Syracuse, New York 13202
 Customer-Service-US@smartestenergy.com

**ENVIROPASS SALES AGREEMENT
 Pennsylvania**

Customer Name:		
Mailing Address:		Billing Address (if different):
Contact Name:		Phone:
Fax:		Email:
<input type="checkbox"/> Standard Electric	<input type="checkbox"/> Voluntary Renewable Energy Product	Term:
EDC/Electric Distribution Company:		EDC Account Number(s) and approximate Start Date(s): See Attachment A

CUSTOMER DISCLOSURE STATEMENT

Price	REDACTED
How Price is Determined	
Start Date	
Term	
Process Customer May Use to Rescind Agreement Without Penalty	
Amount of Early Termination Fee and Method of Calculation	
Amount of Late	

Payment
Renewal
Guaranteed Savings
EDC

REDACTED

REDACTED

Smartest Energy US LLC	CUSTOMER
Printed Name:	Printed Name:
Signature:	Signature:
Title:	Title:
Date:	Date:
Smartest Energy US LLC	
Printed Name:	
Signature:	
Title:	
Date:	



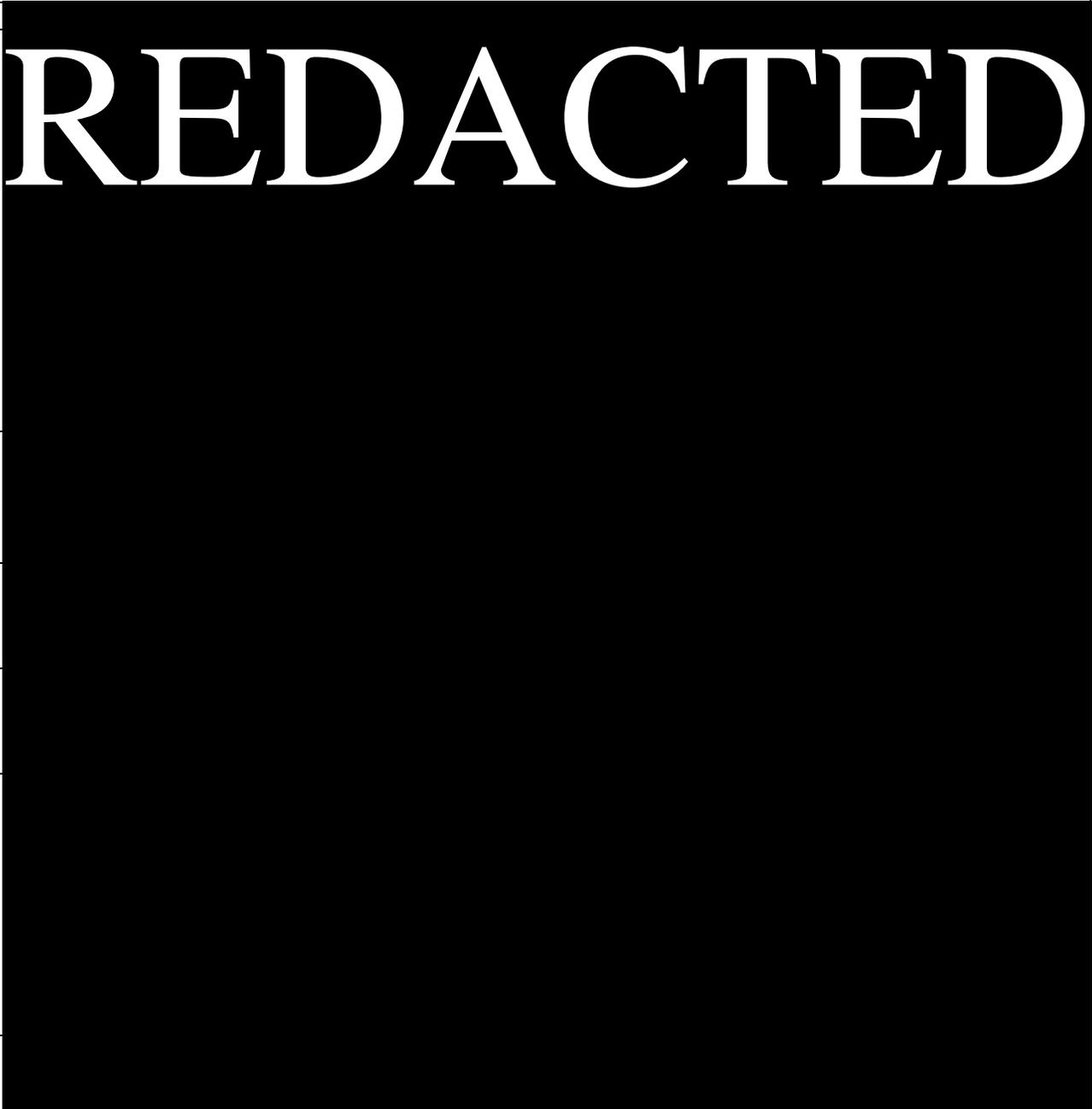
Telephone: 1-XXX-XXX-XXXX
 333 West Washington Street, Suite 140
 Syracuse, New York 13202
 Customer-Service-US@smartestenergy.com

**FIXED SALES AGREEMENT
 Pennsylvania**

Customer Name:	
Mailing Address:	Billing Address (if different):
Contact Name:	Phone:
Fax:	Email:
<input type="checkbox"/> Standard Electric	<input type="checkbox"/> Voluntary Renewable Energy Product
Term:	
EDC/Electric Distribution Company:	EDC Account Number(s) and approximate Start Date(s): See Attachment A

CUSTOMER DISCLOSURE STATEMENT

Price
How Price is Determined
Start Date
Term
Process Customer May Use to Rescind Agreement Without Penalty
Amount of Early Termination Fee and Method of Calculation
Amount of Late Payment



Renewal

REDACTED

Guaranteed Savings

EDC

REDACTED

Smartest Energy US LLC

Printed Name:

Signature:

Title:

Date:

CUSTOMER

Printed Name:

Signature:

Title:

Date:

Smartest Energy US LLC

Printed Name:

Signature:

Title:

Date:



Telephone: 1-XXX-XXX-XXXX
 333 West Washington Street, Suite 140
 Syracuse, New York 13202
 Customer-Service-US@smartestenergy.com

**VARIABLE SALES AGREEMENT
 Pennsylvania**

Customer Name:		
Mailing Address:	Billing Address (if different):	
Contact Name:	Phone:	
Fax:	Email:	
<input type="checkbox"/> Standard Electric	<input type="checkbox"/> Voluntary Renewable Energy Product	Term:
EDC/Electric Distribution Company:		EDC Account Number(s) and approximate Start Date(s): See Attachment A

CUSTOMER DISCLOSURE STATEMENT

Price
How Price is Determined
Start Date
Term
Process Customer May Use to Rescind Agreement Without Penalty
Amount of Early Termination Fee and Method of Calculation
Amount of Late Payment
Renewal
Guaranteed Savings
EDC



REDACTED

Smartest Energy US LLC	CUSTOMER
Printed Name:	Printed Name:
Signature:	Signature:
Title:	Title:
Date:	Date:
Smartest Energy US LLC	
Printed Name:	
Signature:	
Title:	
Date:	

APPENDIX K

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

SmartestEnergy US LLC
333 W. Washington St. Suite 140
Syracuse NY 13202

REFERENCE: 98515 366275
PUC Notice

STATE OF PENNSYLVANIA)
COUNTY OF ERIE) SS:

Jennifer L. Trott, 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, a true and correct copy of which is attached, was published in the regular edition(s) of said newspaper on the date(s) referred to below. Affiant further deposes that he/she is duly authorized by the TPC, owner and publisher of the Erie Times-News, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.

PUBLISHED ON: 06/13/19

TOTAL COST: \$610.00 AD SPACE: 0 Lines

FILED ON: 06/13/19

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

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

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

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

By and through Counsel: J. T. McManus

Harris Beach PLLC
677 Broadway, Suite 1101
Albany, NY 12207
P:518-427-9700
F:518-427-0235

EP366275

Sworn to and subscribed before me this 13th day of June 2019

Affiant: Jennifer L Trott

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

AD#: 0009177401

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 05/28/2019

Victoria Soto

Principal Clerk of the Publisher

Sworn to and subscribed before me this 29th day of May 2019

Crystal B. Rosensteel

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Crystal B. Rosensteel, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires June 27, 2020

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

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

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

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

By and through Counsel:
J. T. McManus
Harris Beach PLLC
677 Broadway, Suite 1101
Albany, NY 12207
P: 518-427-9700
F: 518-427-0235

COMMONWEALTH OF PENNSYLVANIA }
 County of Cambria } SS

**PENNSYLVANIA
 PUBLIC UTILITY COMMISSION
 NOTICE**

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

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

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

By and through Counsel: J. T. McManus
Harris Beach PLLC
 677 Broadway, Suite 1101
 Albany, NY 12207
 P:518-427-9700 F:518-427-0235

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On this 7th day of June A.D. 2019, 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,

ty of Cambria, and Commonwealth of Pennsylvania and e matter published in said publication in the regular issues , on May 31, 2019; and that the Affiant is not interested in at all of the allegations as to time, place and character of

Christine Marhefka

STATEMENT OF ADVERTISING COSTS

Signed and sworn to before me on
 7th day of June, 2019,
 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 _____

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:

31 of May, 2019

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

K. Flaherty
PG Publishing Company

Sworn to and subscribed before me this day of:
May 31, 2019

Elizabeth R. Chmura

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
SmartestEnergy US LLC
333 W. Washington St. Suite 140
Syracuse New York 13202

To PG Publishing Company

Total ----- \$465.00

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*
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

PENNSYLVANIA
PUBLIC UTILITY
COMMISSION NOTICE
Application of SmartestEnergy US LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania. SmartestEnergy US LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. SmartestEnergy US LLC proposes to sell electricity and related services in Duquesne, Penn Power & West Penn under the provisions of the new Electricity Generation Customer Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of SmartestEnergy US 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 SmartestEnergy US LLC attorney at the address listed below.
By and through Counsel:
J. T. McManus
Harris Beach PLLC
677 Broadway, Suite 1101
Albany, NY 12207
P: 518-427-9700
F: 518-427-0235

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

SMARTEST ENERGY US LLC
STE 140
333 W WASHINGTON ST SYRACUSE NY 13202

Account # 634052
Order # 82340621
Ad Price: 980.35

PUC NOTICE

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:

05/28/2019

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 Ann Marie Fortese

Sworn and subscribed to before me
this 28th day of May A.D., 2019

Sharon Venturi
(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

PUBLIC UTILITY COMMISSION NOTICE

Application of **SmartestEnergy US LLC** for Approval to Offer, Render, Furnish or Supply Electricity or Electric Generation Services as A Generator and **Supplier of Electric Power, A Marketer/Broker** Engaged in The Business of Supplying Electricity, and An Aggregator Engaged in The Business of Supplying Electricity, to The Public in The Commonwealth of Pennsylvania.

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

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

By and through Counsel: J. T. McManus
Harris Beach PLLC

677 Broadway, Suite 1101, Albany, NY 12207
P: 518-427-9700 • F: 518-427-0235

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:

Robert O. Rollev, Jr., 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:

May 31, 2019

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 SmartestEnergy US LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.
SmartestEnergy US LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to sell, lease, or otherwise provide utility services, including but not limited to, electric service, to residential customers at 115 North 2nd Street, Harrisburg, PA 17102.

broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. SmartestEnergy US LLC proposes to sell electricity and related services in Penelec, PPL & West Penn under the provisions of the new Electricity Generation Customer Choice and Competition Act.
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of SmartestEnergy US LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harris-

burg, PA 17120. You should send copies of any protest to SmartestEnergy US LLC attorney at the address listed below.
By and through Counsel:
J. T. McManus
Harris Beach PLLC
677 Broadway, Suite 1101
Albany, NY 12207
P:518-427-9700
F:518-427-0235

Robert O. Rollev, Jr.
SUN-GAZETTE LLC

Sworn to and subscribed before me
The 3rd day of June 20 19
Beth A Miller

COM:MONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
BETH 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.....\$278.44
Probated same.....\$
Total.....\$278.44

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 Robert O. Rollev, Jr.

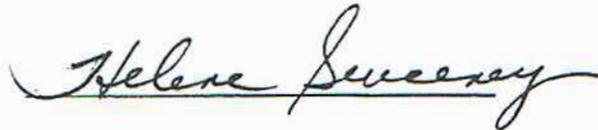
Proof of Publication in The Philadelphia Daily News
Under Act. No 587, Approved May 16, 1929

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:

May 28, 2019

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

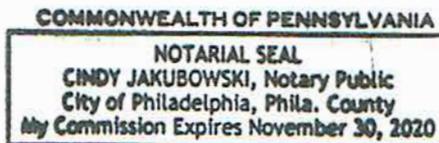


Sworn to and subscribed before me this 28th day of
May, 2019.



Notary Public

My Commission Expires:



Copy of Notice of Publication

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

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

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

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

By and through Counsel: **J. T. McManus**
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