



Grid Power Direct, LLC
1 Metrotech Center North, 3rd Floor, Brooklyn, NY 11201
T: 347-799-1685 x210 F:347-799-1686

November 24th, 2019

Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA, 17120

RECEIVED
~~NOV 25 2019~~
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

To whom it may concern,

Please accept the attached documents as part of Grid Power Direct LLC's application for approval to supply electric generation services to the public in the Commonwealth of PA. Edits include an updated application version as well as complete copies of proof of publication for all required newspaper publications.

Please note that due to vendor availability restraints we will be supplying the original license Bond in a separate package estimated to be delivered by December 6th. We will communicate as per the status of this item.

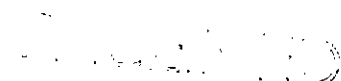
Feel free to contact me with any questions.

Sincerely,

Ezra Doueck

Ezra Doueck
Managing Member
Grid Power Direct

Ezra@GridPowerDirect.com
347.799.1685 x210


DEC - 3 2019
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Grid Power Direct 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:

Grid Power Direct, LLC
 1 Metrotech Center North, Third Floor
 Brooklyn, NY 11201
<https://www.gridpowerdirect.com/>
 (347)799-1685 x210

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

Registered Agent's Name: Corporation Service Company
 Address: 2595 Interstate Drive, Suite 103, Harrisburg, PA, 17110
 Phone: 866 403 5272
 Fax: 302 636 5454

- 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.

Ezra Doueck
 Managing Member
 Grid Power Direct, LLC
 1 Metrotech Center North, Third Floor
 Brooklyn, NY 11201
 (p) (347) 799-1685 x210
 (f) (347) 799-1686
ezra@gridpowerdirect.com



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

Attorney's Name: Michael A. Gruin
 Address: 17 N. 2nd Street, 16th Fl. | Harrisburg, PA 17101
 Phone: (717) 255-7365
 Fax: (610) 988-0852
 Email: mag@stevenslee.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.

Ezra Doueck
Managing Member, Grid Power Direct, LLC
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Brooklyn, NY 11201
(p) (347) 799-1685 x 210
(f) (347) 799-1686
(e) ezra@gridpowerdirect.com

Jack Doueck
Principal, Grid Power Direct, LLC
1 Metrotech Center North, Third Floor
Brooklyn, NY 11201
(p) (347) 799-1685 x 207
(f) (347) 799-1686
(e) Jd@advancedenergycap.com

2. BUSINESS ENTITY FILINGS AND REGISTRATION

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

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

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

OR

The Applicant will not be using a fictitious name.

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

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

The Applicant is a sole proprietor.

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

OR

The Applicant is a:

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

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

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

or

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.

N/A

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.

N/A

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.

Grid Power Direct, LLC would like to become an electricity supplier for the electric distribution companies in PA to supply electricity to their residential and commercial customers.

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

- Citizens' Electric
- Duquesne Light
- Met-Ed
- PECO
- Penelec
- Penn Power

- Pike
- PPL
- UGI Utilities
- Wellsboro
- West Penn

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.

December 1, 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.

N/A

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

N/A

- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints, 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.

No actions have been taken against Grid Power Direct, LLC

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

N/A

6. PROOF OF SERVICE

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

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

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

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
1 UGI Drive
Denver, PA 17517

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...

Please see Appendix

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

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.

Please note that Grid Power Direct, LLC has entered into a preferred supplier arrangement with PSEG Energy Resources and Trade, LLC ("PSEG"). Under this arrangement, Grid Power Direct, LLC will be operating out of PJM subaccounts that are wholly-owned by PSEG.

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

N/A

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

Ezra Doueck
Managing Member, Grid Power Direct, LLC
1 Metrotech Center North, Third Floor
Brooklyn, NY 11201
Phone: (347) 799-1685 x 210
Fax: 347.799.1686
Email: ezra@gridpowerdirect.com

- 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 identifications numbers (items 7A through 7C) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

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

Please see Appendix I.

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.

Please see attachment 8.A. and 10.A.

- 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.

Grid Power Direct, LLC will ensure that all employees, associates and subcontractors conduct themselves in a fair, ethical and friendly manner while performing all duties relating to sales and marketing operations. We believe the combination of competitive pricing and friendly service will provide for the best experience possible for all parties involved.

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

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

See attachment 8. E.

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: ER18-724-000.
 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.

See Appendix J

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.

See attachment 10. A.

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

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DEC - 3 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Applicant: Grid Power Direct, LLC

By: Ezra Doueck

Title: Managing Member

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

APPLICATION AFFIDAVIT

[Commonwealth/State] of New York:

ss.

County of Kings

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

[He/she is the Managing Member (Office of Affiant) of Grid Power Direct, LLC (Name of Applicant);]

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

That the Applicant herein Grid Power Direct 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 Grid Power Direct has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Grid Power Direct 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 Grid Power Direct 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 18th day of November, 2019.

Signature of official administering oath

Samuel Tse

Notary Public - State of New York

No. 01TS6357989

Qualified in Kings County

Commission Expires May 1, 2021

My commission expires _____

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of New York :

: ss.

County of Kings :

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

[He/she is the Managing Member (Office of Affiant) of Grid Power Direct, LLC.
(Name of Applicant);]

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

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

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

Appendix B (Continued)

That Grid Power Direct, 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 18th day of November, 2019.



Signature of official administering oath

My commission expires _____

Samuel Tse
Notary Public - State of New York
No. 01TS6357989
Qualified in Kings County
Commission Expires May 1, 2021



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BUREAU OF PUBLIC LIAISON

**Grid Power Direct, LLC
Pennsylvania EGS Application Attachments**

- Attachment 2. B. – Business Entity and Department of State Filings**
- Attachment 7. B. – Financial Records, Statements, and Ratings**
- Attachment 8. A. – Experience, Plan, Structure**
- Attachment 8.E. – Officers**
- Attachment 10. A. – PJM Load Serving Entity Requirement**
- Attachment 12. – Newspaper Publications**

Attachment 2. B. Business Entity and Department of State Filings

PA business license:

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

Ezra Doueck
1 Metrotech Center 3rd Floor
Brooklyn NY 11201

Grid Power Direct, LLC

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

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

ENTITY NUMBER : 6947539

Articles of Organization:

06/20/2018 04:21PM 518-473-1654

NYS DEPT. OF STATE

PAGE 02/01

STATE OF NEW YORK DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on June 20, 2018.


Brendan Fitzgerald
Executive Deputy Secretary of State

Rev. 09/16

06/20/2018 04:21PM 518-473-1654

NYS DEPT. OF STATE

PAGE 03/04

ARTICLES OF ORGANIZATION OF Grid Power Direct, LLC Under Section 203 of the Limited Liability Company Law

THE UNDERSIGNED, being a natural person of at least eighteen (18) years of age, and acting as the organizer of the limited liability company hereby being formed under Section 203 of the Limited Liability Company Law of the State of New York certifies that:

FIRST: The name of the limited liability company is:

Grid Power Direct, LLC

SECOND: To engage in any lawful act or activity within the purposes for which limited liability companies may be organized pursuant to Limited Liability Company Law provided that the limited liability company is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency, or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the limited liability company is to be located is **KINGS**.

FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

Jack Drouck
1 Metrotech Center North
Third Floor
Brooklyn, NY 11201

FIFTH: The limited liability company designates the following as its registered agent upon whom process against it may be served within the State of New York is:

Jack Drouck
1 Metrotech Center North
Third Floor
Brooklyn, NY 11201

SIXTH: The limited liability company is to be managed by: **ONE OR MORE MEMBERS**.

SEVENTH: The existence of the limited liability company shall begin upon filing of these Articles of Organization with the Department of State.

EIGHTH: The limited liability company shall have a perpetual existence.

NINTH: The limited liability company shall defend, indemnify and hold harmless all members, managers, and former members and managers of the limited liability company against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) incurred in connection with any claims, causes of action, demands, damages, liabilities of the limited liability company, and any pending or threatened action, suit, or proceeding. Such indemnification shall be made to the fullest extent permitted by the laws of the State of New York, provided that such acts or omissions which gives rise to the cause of action or proceedings occurred while the Member or Manager was in performance of his or her duties for the limited liability company and was not as a result of his or her fraud, gross negligence, willful misconduct or a wrongful taking. The indemnification provided herein shall inure to the benefit of successors, assigns, heirs, executors, and the administrators of any such person.

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

Madelon A. Kuchera, Organizer (signature)

Earth Etch, LLC , ORGANIZER
120 S. State St.
10th Floor
Chicago, IL 60603

Filed by:
Madelon Kuchera
120 S. State St.
10th Floor
Chicago, IL 60603

FILED WITH THE NYS DEPARTMENT OF STATE ON: 12/28/2017
FILE NUMBER: 171228010079; DOS ID: 5257040

Attachment 8. A. Experience, Plan, Structure

Grid Power Direct, LLC was formed on December 28, 2017 under the laws of the state of New York as a limited liability company. The company's principal business interest is being an electric generation supplier (EGS) to residential and commercial customers throughout the Commonwealth of Pennsylvania. Grid Power Direct, LLC is a member of PJM, ISO-NE and NYISO and is currently licensed as an electric supplier in New York, New Jersey, Connecticut, Ohio, Illinois, District of Columbia, and Massachusetts.

Grid Power Direct, LLC, in conjunction with its agents and consultants, will perform all functions of a competitive retail supplier, including the scheduling of power for transmission and delivery, the provision of ancillary services, as well as other services in arranging for the purchase and delivery to the retail customers. The company has an unblemished record with all Public Utilities Commissions. Grid Power Direct, LLC hopes to maintain high standards in every market that the company operates in.

In addition, Grid Power Direct, LLC has contracted with GP Energy Management, LLC of New York, a consultancy with over 30 years of energy industry experience, to manage all wholesale business processes. GPEM is tasked with creating retail supply forecasts, scheduling energy into PJM, as well as managing all settlement data and hedging activities. GPEM currently manages over 500,000 retail meters nationwide for over 30 different power marketers.

Please see the individual resumes below for a description of Grid Power Direct, LLC's operations expertise.

Attachment 8.E. Officers

Jack Doueck

jd@advancedenergycap.com
347.799.1685 x 207 office

EXPERIENCE

Grid Power Direct, LLC
Principal

New York NY
Jan 2018-Present

Advanced Energy Capital, LLC
Principal

New York NY
Jan 1997-Present

- Founded energy finance company that provides innovative financing solutions to the Retail Energy and Energy Efficiency industry
- Managed over \$1.7 billion in credit strategies and transactions, funding over \$600 million in direct loan transactions, and financing over \$500 million in energy sales (\$100 million annually)
- Factored tens of millions of dollars in retail energy factoring and energy efficiency transactions in North America
- Experience owning, operating and selling and financing multiple REPs since 2006. Helped grow REPs from zero to over \$200 million in sales and actively work with about 20 REPs
- Built strategic alliances with top industry wholesalers, aggregators, forecasting providers, regulators, brokers, technology providers, and energy attorneys

Energy Marketing Conferences, LLC
Principal

New York NY
Oct 2009-Oct 2010

- Founded and run largest conference company in North America catering to the retail competitive energy industry including retail energy companies, utilities, marketers, vendors and suppliers

Education

Bernard Revel Graduate School
Philosophy

New York NY
1984-1986

Yeshivah University
Management Information Systems
Valedictorian, 4.0 GPA

New York, NY
1981-1985

JAMES W. GALE

EXPERIENCE

GP ENERGY MANAGEMENT– New York, NY **Oct 2013 – Present**

Director Natural Gas

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

ENERGY CONSULTANT - Singapore **May**
2011- July 2013

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

SEMPRA ENERGY TRADING CORPORATION - Stamford, CT **Oct 2000 - Mar**
2011

AVP Natural Gas Pipe Options Trader **Oct 2007**
– Mar 2011

- Managed delta, gamma, theta, and vega risk in book adjusting position based on market research and fundamentals.
- Active market maker, entering into fixed-price location options, basis options, Index Gas Daily options and fixed price Gas Daily options using comprehensive knowledge of physical markets.
- Developed option strategies for producers and end users to help them mitigate risk.

AVP Gas Scheduler/Short Term Trader – West Region **June**
2004 – Oct 2007

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

Middle Office Analyst **Oct 2000**
– June 2004

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

EDUCATION

FAIRFIELD UNIVERSITY - Fairfield, CT August 1999
Bachelor of Science in Mathematics, Minor in Physics

Awarded Fairfield University Presidential Scholarship
Member of Fairfield University Honors Program
Four Year Division I Varsity Baseball Team

ALEXANDRE BALDASSANO

alex@gprenew.com
212-255-8050 office

EXPERIENCE

GP Energy Management
Senior Director, Regulatory & Renewable Energy Services

New York NY
Nov 2010-Present

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

Natsource Asset Management LLC

New York NY

Contract Manager

Oct 2009-Oct 2010

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

Operations, Sales, and Risk Associate

Apr 2008-Oct 2009

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

Education

Fordham University Graduate School of Business
Master of Business Administration, Finance & Marketing concentration

New York NY
2013

Haverford College
Bachelor of Arts, Economics

Haverford PA
2003

Temple University
General Coursework

Rome, Italy
Aug 2001-Dec 2001

JONATHAN SPIVAK

jon@gprenew.com
212-255-8050 office

Recent Experience

GP Energy Management
Senior Director, Risk Management & Operations

New York NY
Apr 2011-Present

- Structure and negotiate unique power hedging transactions for clientele.
- Daily load forecasting, bidding and scheduling for over 20 competitive retail electric suppliers in PJM, ISO-NE, and NYISO with over 3,000 MWh of average hourly load and spanning over ten states, with a combined customer book of ~1,000,000 residential and commercial customers.
- Forecast and maintain physical and financial power hedges in the forward market.
- Create daily, weekly, and monthly settlements reports in order to analyze costs to minimize risks.

RBS Sempra Commodities

New York NY

Financial Risk Analyst

Nov 2009-Apr 2011

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

Margin/Credit Analyst

Aug 2008–Nov 2009

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

Education

Bucknell University
Bachelor of Arts, Major in Economics & Minor in Political Science

Lewisburg PA
2005

Dean's List

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Ezra Doueck

(917) 757-7973 • EzraDoueck@gmail.com • 433 Quentin Road, Brooklyn, NY 11223

SUMMARY

Sales and marketing executive with proven track record of exceeding goals and deploying new strategies for sustainable growth. Specialized experience in real estate and online media branding.

EXPERIENCE

Grid Power Direct

Principal

New York, NY
August 2017-Present

Bisnow Media

Account Executive, NYC Market Lead

New York, NY
January 2016-August 2017

- Oversaw all NY & NJ team sales of advertising and sponsorships of real estate conferences
- Lead generation through warm calls, cold calls, emails, follow up, meetings and proposals
- Became expert at aligning client marketing goals with Bisnow products & services; managing the growth and development of several strategic relationships with clients and organizations
- Generated over \$1mm in revenue in first 12 months, fastest in company history among reps
- Achieved 200% growth Q/Q and 52% growth Y/Y in NYC market in 2016
- Transitioned to New York market lead and paced to nearly double personal sales in 2017 Y/Y
- Master of Ceremonies for over 50 conferences and represented company at industry events

Disney-ABC Television Group

Marketing Intern

New York, NY
September 2015-December 2015

- Spearheaded digital sales expansion to maximize revenue opportunities from advertisers
- Synthesized editorial and video content of multimedia campaigns for Fortune 500 clients
- Conceptualized and presented integrated marketing strategies for digital, on-air, and mobile

Undertone

Publisher Development

New York, NY
June 2015-September 2015

- Managed consultative client relationships in strategy of monetization and ad functionality
- Executed key reports utilizing aggregated research metrics to make informed decisions
- Designed holistic prospecting tool assessing inventory quality, viewability, fraud & ad clutter

Columbia University

Program Coordinator

New York, NY
May 2014- May 2015

- Built dynamic academic schedule, conducting lectures and leading student exercises daily
- Directed staff of five TA's responsible for overseeing 25 students in activities & site visits

SWISH Sports Program

Founder & Director

Ocean, NJ
Summer 2010- Present

- Founded program with enrollment of over 600+ members in aggregate over eight years
- Structured program marketing, scheduling, staffing, logistics, and finances

EDUCATION

CUNY Baruch College, New York, New York

Graduated December 2015

- Major: Marketing Minor: Journalism GPA: 3.83
- Magna Cum Laude, Dean's List all semesters, Kobren Family Honors Scholarship recipient
- Freelance Writer for The Huffington Post and school publication, Dollars & Sense

VOLUNTEER WORK: Taught English in schools for victims of sex trafficking in Thailand

Attachment 10. A. PJM Load Serving Entity Requirement

Confirmation of Member Status - Grid Power Direct, LLC inbox

Niemeyer, Jay

to me, Jay

10:39 AM

Dear Ezra,

As requested, I am writing to confirm that according to our records, **Grid Power Direct, LLC** is a PJM member as of this date **(8/30/19)**.

At this time, **Grid Power Direct, LLC** has not established credit in order to participate directly in the PJM Markets.

Sincerely,

Jay Niemeyer

Senior Risk Analyst, Finance

(610) 666-4407 | Jay.Niemeyer@pjm.com | credit_hotline@pjm.com

PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403

Hotline: (866) 400-8980

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Appendix J

PENNSYLVANIA COMMERCIAL CUSTOMER ENROLLMENT AGREEMENT AND DISCLOSURE STATEMENT

CUSTOMER INFORMATION	
Customer Name:	SS/EIN#:
EDC Name:	EDC Account #:
Billing Address:	
Service Address:	Service Class:
Contact Name:	Phone: Email:
CUSTOMER DISCLOSURE STATEMENT	
Rate Option A: "CUSTOM FIXED PRICE"	<p>Price Structure: Electric Fixed retail rate for all kWh delivered according to Schedule A attached hereto. All deviation, above or below the fixed volume will be settled at variable market prices (on an hourly basis). Variable prices shall reflect the cost of electricity obtained from all sources (including energy, capacity, ancillaries and renewable energy credits" RECs"), related transmission and distribution charges, line losses and other market-related factors including ISO true-ups, plus applicable taxes, fees, charges, or other assessments and Grid Power Direct's costs, expenses, and margin as indicated below and explained in the terms and conditions. Note: margin % will be calculated on the retail price. Fixed retail rate calculation is as follows:</p> <p>Wholesale cost of power of \$ _____ /kWh + Margin of \$ _____ /kWh or _____ % = Retail Rate of \$ _____ /kWh</p>
RATE OPTION B: VARIABLE RATE or "WHOLESALE PASS- THROUGH"	<p>Grid Power Direct ("GPD") will buy the electricity to meet all of Customer's electricity consumption needs in the day-ahead markets. If the actual usage by hour deviates from the day-ahead purchase, the difference, above or below, will be settled in the ISO hourly balancing (or real-time) market. Variable rates shall reflect the cost of electricity obtained from all sources (including energy, capacity, ancillaries and RECs), related transmission and distribution charges, line losses and other market-related factors, plus applicable taxes, fees, charges, or other assessments and GPD's costs and expenses incurred in procuring the wholesale electricity, including ISO true-ups. This Rate Option is also known as "Wholesale Pass-Through", as the Customer will be charged the wholesale costs of the electricity procured for Customer, plus an Adder for agreed-upon margin. For this Option, GPD's Adder/Margin will be \$ _____ or _____ % on top of the wholesale costs. Note: margin % will be calculated on the retail price.</p>
RATE OPTION C: "BLOCK AND INDEX" (or "VARIABLE RATE WITH A FINANCIAL HEDGE")	<p>Grid Power Direct will provide Customer's electricity at a daily variable rate in accordance with Rate Option B, and then execute a financial hedge on Customer's behalf in order to protect against an extreme market move. This Rate Option is also known as "Block and Index Pricing". Electricity provided under the variable rate component of this Option will be procured daily in the Wholesale Market. GPD will also procure for Customer, at the Customer's request, fixed blocks of Electricity to lock in a price for a portion of the Customer's electricity requirements, as agreed upon by Customer and reflected on Schedule A. GPD will procure a block hedge for the agreed upon volume of electricity and will charge the customer for that volume inclusive of GPD's margin. For this Option, GPD's Adder/Margin will be \$ _____ or _____ % on top of the wholesale costs. Note: margin % will be calculated on the retail price.</p>
LENGTH OF AGREEMENT AND END DATE	<p>The Term will start from the first meter reading until after the enrollment is deemed effective by the Customers Electric Distribution Company ("EDC"), and will be for ____ Months, from ____ / ____ (Month/Year) to ____ / ____ (Month/Year)</p>
EARLY TERMINATION FEE & METHOD OF CALCULATION	<p>No early termination fee for Rate Option B. For Rate Options A and C, a termination fee will be charged to Customer equivalent to the multiplication of a) any positive difference between the fixed price set forth in this Agreement and the market price as of the date of termination and b) the Customer's expected kWh usage for the remainder of the Term, calculated based on Schedule A.</p>
LATE PAYMENT FEE	<p>Lower of 1.5% per month on overdue balances, or the highest rate permissible by law.</p>
PROVISIONS FOR	<p>Upon completion of the Initial Term, unless either party provides written notice of non-renewal at least</p>

RENEWAL OF THE AGREEMENT	thirty days in advance of the contract End Date, this Agreement will automatically renew on a month to month basis using RATE OPTION B unless Grid Power Direct obtains customer's authorization (written or verifiable oral) after customer has received a written notification of any proposed changes to such terms at least 30 days but no more 60 days prior to the renewal date (the "Renewal Term").
Conditions under which savings are guaranteed	There are no guaranteed savings
Tax Exemption Status	Tax Exempt (Circle this if applicable and attach certificate)

RATE OPTION SELECTED: A B or C (CIRCLE ONE)

By my signing below, I hereby authorize the Company to use the information I am providing in this form to enroll my Service, or Services, as the case may be. I affirm and represent that: (i) I am at least 18 years of age and legally authorized to switch the supplier for the address or addresses shown on Attachment A, Authorized Meters for Service, (ii) the Customer applying to enroll as a Commercial Customer (as defined herein), and (iii) I have reviewed, understand and agree to the Price, Term, and the attached Terms & Conditions. I understand that only one supplier may be designated as the customer's electric supply company. I understand that I must submit audited financial statements for credit review annually. Signatures by facsimile or digital shall be as effective as original signatures to this Agreement. IN WITNESS WHEREOF, Customer and Grid Power Direct have caused this Agreement to be executed as of the date first set forth above.

Customer:

Grid Power Direct LLC Representative:

Signature _____ *Date* _____

Signature _____ *Date* _____

Print Name / _____

Print Name / _____

Company _____

SEND BILLS TO:

Company: _____

ATTN: Accounts Payable (Name): _____

Email Address: _____

A/P Address: _____

PENNSYLVANIA COMMERCIAL CUSTOMER TERMS AND CONDITIONS

AGREEMENT TO SELL AND PURCHASE ENERGY. This is an agreement between Grid Power Direct, LLC (“GPD”) and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Grid Power Direct (the “Agreement”). Subject to the terms and conditions of this Agreement, Grid Power Direct agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Grid Power Direct, necessary to meet Customer’s requirements based upon consumption data obtained by Grid Power Direct or the delivery schedule of the Customers Electric Distribution Company (the “EDC”). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Grid Power Direct or the EDC’s delivery schedule. Your EDC will continue to deliver services to your location, read your meters, make repairs and send bills for its services.

TERM. This Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to GPD is deemed effective by the EDC, and shall continue for as many months (or EDC monthly billing cycles) as stated in the Term section of the Customer Disclosure page. After the initial Term, unless either party provides written notice of non-renewal at least thirty days in advance of the contract End Date, this agreement will automatically renew on a month to month basis at the RATE OPTION B terms set forth on the Customer Disclosure page unless GPD obtains customer’s authorization (written or verifiable oral) after customer has received a written notification of any proposed changes to such terms at least 30 days but no more than 60 days prior to the renewal date (the “Renewal Term”). The Customer may provide written notice of termination or call GPD at (347) 799 1685 x210 or call their EDC to terminate the agreement. GPD may terminate this Agreement at any time by providing 15 days’ written notice to the Customer.

PRICE. The price for all electricity sold under this Agreement is determined by the Customer’s chosen Rate Option. All electricity sold under this Agreement shall be subject to all applicable taxes. There are no guaranteed savings.

PAYMENT. GPD will invoice Customer monthly for electricity delivered under this Agreement, as measured by the EDC, and Customer will pay each invoice in full within 10 days of the invoice date. For customers directly billed by GPD, Customer will make payment for all GPD charges by either ACH or wire to an account controlled by GPD’s wholesale supplier, PSEG Energy Resources & Trade, pursuant to the payment instructions included with GPD’s billing statement. Payments made in accordance with such payment instructions will be considered payment of GPD’s charges. Customer will be subject to a late payment charge of 1.5% per month for late payments in addition to any other remedies that GPD may have. In the event of non-payment or late payment, Customer is responsible for GPD’s costs of collection, including but not limited to out of pocket collection expenses, legal fees, court fees, and account termination fees. If Customer makes a deposit, GPD reserves the right to apply the deposit to balances owed.

EARLY TERMINATION. If Customer terminates this Agreement, or GPD terminates due to Customer breach, prior to the end of the Initial or Renewal Term, and Customer is being served under Rate Option A or Rate Option C, then the customer shall pay, in addition to any other applicable charges, a termination fee equivalent to the multiplication of a) any positive difference between the fixed price set forth in this Agreement and the market price as of the date of termination (as determined by GPD) and b) the Customer’s expected fixed price kWh usage for the remainder of the Term, calculated based on Schedule A for the Customer Accounts covered by this Agreement.

RATE OPTION A. For the Custom Fixed Price Rate Option, GPD will buy a forward “block” of energy to lock in a price for Customer’s fixed volume of energy according to Schedule A. There will be a written Confirmation delivered to Customer for all fixed hedges. All deviation, above or below the fixed volume reflected on Schedule will be settled at variable market prices on an hourly basis. Customer’s volume will settle hourly using Customer’s interval data, or in lieu of this data set, the applicable EDC’s hourly load profile. For each hour, in the case of the Customer consuming more than the hedged volume, the incremental additional load will be charged as a replacement transaction at the then applicable market price

inclusive of energy, capacity, ancillaries, RECS, related transmission and distribution charges, line losses and other market-related factors, plus applicable taxes, fees, charges, or other assessments and Grid Power Direct's wholesale electricity procurement expenses including ISO true-ups, and margins. Variable or Index pricing will have the same margin for GPD as the Fixed Price portion of the charges. For each hour, in the case of the customer consuming less than the hedged volume, the "unused" volume will be sold back at the applicable ISO index price for that hour. A "sell-back" for any given hour may result in a "cost" where the index price is lower than the purchase price, or in a "credit" where the index price is higher than the purchase price ("Sell-back"). Any costs or credits for Sell-Backs will be passed on to Customer. GPD retains the right to modify a fixed rate due to any federal, state, local or utility changes in regulation or law upon thirty days prior written notice to Customer.

For Rate Option A Your bill will be calculated as the sum of (i) the Fixed Price, multiplied by the Fixed Price volumes for the applicable month in Schedule A as determined by the EDC's meter readings, plus (ii) the Variable Rate, multiplied by the amount of electricity Customer consumed in kilowatt-hours above the Fixed Price volumes during the billing cycle, plus (iii) any "True-up" (see below) for usage deviation from Schedule A, plus (iv) any applicable Taxes and Fees.

True-ups: The Customer will be charged the Fixed Price for the "Base Load" as defined in Schedule A, and a Variable Price for all usage that deviates from the Base Load. If the usage in any month falls below the Base Load, the Customer will be charged the fixed price for all usage and shall also be charged for make-whole, cash out costs, as determined by GPD, related to the positive difference between the Base Load and actual consumption (adjusted for losses) ("True-up").

RATE OPTION B. For the Wholesale Pass-Through Rate Option, Grid Power Direct will buy the electricity to meet all of Customer's electricity consumption needs in the day-ahead markets. If the actual usage by hour deviates from the day-ahead purchase, the difference, above or below, will be settled in the ISO hourly balancing (or real-time) market. Variable rates shall reflect the cost of electricity obtained from all sources (including energy, capacity, ancillaries and RECs), related transmission and distribution charges, line losses and other market-related factors, plus applicable taxes, fees, charges, or other assessments and Grid Power Direct's expenses incurred in procuring the wholesale electricity, including ISO true-ups. This Rate Option is known as "Wholesale Pass-Through", as all wholesale costs will pass through to the Customer plus an Adder for agreed-upon margin as reflected on the Customer Disclosure page.

RATE OPTION C. For Block and Index Rate Option, Grid Power Direct will provide Customer's electricity on a daily variable rate in accordance with Rate Option B, above, and then execute a financial hedge on Customer's behalf in order to protect against an extreme market move. Electricity provided under the variable rate component of this Option will be procured by GPD daily in the Wholesale Market as explained in Rate Option B, above. GPD will also procure for Customer, at the Customer's request, fixed blocks of Electricity to lock in a fixed price for a portion of the Customer's electricity requirements, as agreed upon by Customer and reflected on Schedule A. GPD will procure a block hedge for the agreed upon volume of electricity and will charge the customer for that volume inclusive of GPD's margin. For each hour, in the case of the customer consuming less than the hedged volume, the "unused" volume will be sold back at the applicable ISO index price for that hour. A "sell-back" for any given hour may result in a "cost" where the index price is lower than the purchase price, or in a "credit" where the index price is higher than the purchase price ("Sell-back"). Any costs or credits for Sell-Backs will be passed on to Customer. There will be a written Confirmation delivered to Customer for each of these hedges. GPD retains the right to modify a fixed rate due to any federal, state, local or utility changes in regulation or law upon thirty days prior written notice to Customer.

For Rate Option C: Your bill will be calculated as the sum of (i) the Variable Rate, multiplied by the amount of electricity Customer consumed in kilowatt-hours determined by the EDC's meter readings for volumes not covered by any hedges, plus (ii) the Fixed Price, multiplied by the agreed upon Fixed Price volumes as reflected in Schedule A during the billing cycle, plus (iii) any "True-up" (as described above) for usage deviation from Schedule A for hedged amounts, inclusive of Sell-Backs as described in Rate Option A, plus (iv.) any applicable Taxes and Fees.

BILLING. Customer may receive a single bill for both electricity supply and delivery costs from either GPD or the EDC, or each of the EDC and GPD may invoice Customer separately. Failure to make full payment of GPD charges due on any consolidated bill prepared by the EDC for GPD will be grounds for disconnection of utility services and commodity service in accordance with Pennsylvania Public Utility Commission rules and regulations on the termination of service to non-residential customers. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the Pennsylvania Public Utility Commission (the "PUC"). A \$35 fee will be charged for all returned payments. Upon termination of Customer's service from GPD, Customer will be responsible for all charges for electricity supply up to and including the last date that Customer receives electricity supply from GPD. Following termination of this Agreement, GPD reserves the right to issue a final invoice to Customer to reflect any true-ups of energy charges that are owed by Customer during the term, and such final invoice may be issued up to four months following the last period in which Customer received electricity supply from GPD.

ASSIGNMENT. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of GPD. GPD may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, energy services company, or other entity as authorized by the PUC.

INFORMATION RELEASE AUTHORIZATION. Customer authorizes GPD to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the EDC: consumption history; billing determinants; utility account number; credit information; and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by GPD to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer's execution of this Agreement shall constitute authorization for the release of this information to GPD. This authorization will remain in effect during the Initial Term and any Renewal Term(s). Customer may rescind this authorization at any time by providing written notice thereof to GPD or by calling GPD at (347) 799 1685 x210. GPD reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

CONSUMER PROTECTION. The services provided by GPD to Customer are governed by the terms and conditions of this Agreement. GPD will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting GPD at (347) 799 1685 x210 or the PUC. The PUC can be reached by phone at 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

CANCELLATION. Customer is liable for all GPD charges until Customer returns to the EDC supply or is successfully transferred to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading.

AGENCY. Customer hereby appoints GPD as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the EDC needed to deliver electricity to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

TITLE. All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the GPD wholesale load bus (located near the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. GPD will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

WARRANTY. This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and GPD. GPD makes no representations or warranties other than those expressly set

forth in this Agreement, and GPD expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

FORCE MAJEURE. GPD will make commercially reasonable efforts to provide electricity hereunder but GPD does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of GPD ("Force Majeure Events") may result in interruptions in service. GPD will not be liable for any such interruptions caused by a Force Majeure Event, and GPD is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDC (including, but not limited to, a facility outage on its electricity distribution lines), or any other cause beyond GPD's control.

Change in Consumption. You must notify GPD if you generate renewable energy, use net metering, or expect a substantial change in electricity consumption on any Account covered by this Agreement. If Customer begins net metering, or if there is a substantial change in consumption, GPD reserves the right to terminate this Agreement with respect to the affected Account and recover its cost associated with any Fixed Price electricity procured for such Account, if any.

Change in Law/Third Party Charges. This Agreement is subject to any federal, state, local, or utility changes in law, which includes changes in legislation, orders, rules, tariffs, regulations, policies, riders, fees, pricing structures, capacity charges, and changes in customer load profiles (each, a "Change in Law" or "Third Party Change"). If there is a Change in Law or Third Party Change, which results in a material increase in cost to GPD, GPD may adjust your rate based upon the actual incremental cost incurred by GPD as a result of such Change in Law or Third Party Change. This provision applies to all rate plans.

CUSTOMER CREDIT. In order for this Agreement to become effective and for GPD to begin providing services to Customer, Customer must provide copies of its audited financial statements to GPD in order for GPD and its wholesale supplier to assess the Customer's creditworthiness. If customer is deemed creditworthy by GPD and its wholesale supplier, Customer will provide a Payment Guaranty in the form included herein as Exhibit B. Customer must provide financial statements to GPD annually during the term of this Agreement, and may be required to provide unaudited financials more frequently in order to allow GPD to procure fixed blocks of electricity on behalf of Customer. During the term of this Agreement, Customer fully authorizes GPD to enter into any wholesale electricity transactions as GPD deems appropriate to fulfill its requirements under this contract. Energy supply transactions have inherent risks, anticipated and otherwise. Customer has considered consulting with a qualified risk adviser, and GPD is not acting as Customer's fiduciary. If Customer's credit-worthiness declines during the course of this Agreement as determined by GPD or its wholesale supplier, Customer may be required to post a collateral deposit.

CERTAIN WARRANTIES. You warrant and represent that for Account(s) located in the State of Pennsylvania the electricity supplied under this agreement is not for use at a residence. You acknowledge and agree that title passes from us to you at the ISO/EDC interconnect. Further, Customer acknowledges that each account number for every Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time. Customer also acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from GPD, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.

ELECTRONIC SIGNATURES AND NOTICES. Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Customer agrees that GPD may send Customer notices via electronic means if Customer provides an e-mail address or other way of

communicating electronically. You have a duty to provide a correct, working email address and update it accordingly; if you fail to do so, you could miss important notices. The Parties agree that a typed name and title, including the use of an automated email signature block, in such transaction(s) is the legal equivalent of such Party's representative's manual signature (an "E-signature"). The Parties agree that no certification of authority or other third party verification shall be necessary to validate an E-signature and lack of such certification or third party verification will not in any way affect the enforceability of a Party's E-signature.

LIABILITY. The remedy in any claim or suit by Customer against GPD will be solely limited to direct actual damages, and shall be limited to proven direct damages not to exceed per claim (or in the aggregate during any 12-month period), the total net payments made by customer for the applicable service during the 12 month's preceding the month in which the damage occurred. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either GPD or Customer be liable for consequential, incidental, indirect, special or punitive damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, whether or not GPD or customer has been advised of the possibility of such damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

CONTACT INFORMATION. Customer may contact GPD's Customer Service Center at (347) 799.1685 Ext. 210, Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to GPD at: GPD at 1 Metrotech Center North, Third Floor, Brooklyn, NY 11201

DISPUTE RESOLUTION. In the event of a billing dispute or a disagreement involving GPD's service, Customer should contact GPD's Customer Service Center. Customer must pay the bill in full. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. Customer may also contact the PUC in connection with a dispute. The PUC can be reached by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

MANDATORY ARBITRATION AND CLASS ACTION WAIVER AND WAIVER OF JURY

TRIAL: ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF NEW YORK OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

MODIFICATION. This Agreement may only be modified by a signed written Amendment executed by both parties except as set forth in the remainder of this paragraph. GPD retains the right to modify a fixed rate due to any federal, state, local or utility changes in regulation or law that impact's the cost of electricity supply, upon thirty days prior written notice to Customer. Any price modification pursuant to this section will supersede any previous agreement between Customer and GPD. GPD will provide Customer thirty (30) days prior written notice of any such price modification. After receipt of such notice, Customer may cancel the Agreement by providing written notice to GPD before the commencement of the next billing cycle.

CHOICE OF LAWS. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be

construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

TAXES AND LAWS. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on GPD's net income, shall be paid by Customer, and Customer agrees to indemnify GPD and hold GPD harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

INDEMNIFICATION. Customer is responsible for and will indemnify GPD against any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the electricity after its delivery to the Customer's location.

CONFIDENTIALITY. Neither party shall disclose the terms of this Agreement to any third party (other than such party's employees, lenders, counsel, transferees, assignees, accountants or other advisors) except in order to comply with any applicable law, order, regulatory or exchange rule.

EMERGENCY SERVICE. EMERGENCY SERVICE CONTACTS. In the event of a gas leak, electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:

Duquesne Light Co., 411 7th Ave., Pittsburgh, PA 15219	888-393-7000
Metropolitan Edison P.O. Box 368, Akron, OH 44309	888-544-4877
PECO, 2301 Market St, Philadelphia, PA 19101	800-841-4141
Penelec, P.O. Box 368, Akron, OH 44309	888-544-4877
Penn Power Co., P.O. Box 368, Akron, OH 44309	888-544-4877
PPL, 827 Hausman Rd, Allentown, PA 18104-9392	800-342-5775
West Penn Power, P.O. Box 368, Akron, OH 44309	888-544-4877

PARTIES BOUND. This Agreement is binding upon the parties hereto and their respective successors and legal assigns



AD#: 0009406827

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 11/19/2019

Victoria Soto

Principal Clerk of the Publisher

Sworn to and subscribed before me this 20th day of November 2019

Crystal B. Rosenstiel

Notary Public

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

Application of Grid Power Direct LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Supplier Of Electric Power Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.

Grid Power Direct LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power. Grid Power Direct LLC proposes to sell electricity and related services in all utilities 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 Grid Power Direct 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 Grid Power Direct LLC at the address listed below.

Grid Power Direct LLC
1 Metrotech Center North, 3rd Floor
Brooklyn NY, 11201
T (347) 799-1685 x210
347-799-1686

RECEIVED

DEC - 3 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

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

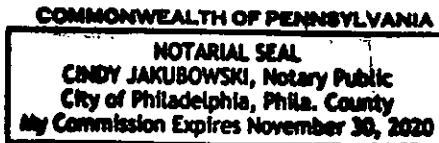
October 7, 2019

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 7th day of
October, 2019.

Notary Public

My Commission Expires:



Copy of Notice of Publication

Application of Grid Power Direct LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Supplier Of Electric Power Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania. Grid Power Direct LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power. Grid Power Direct LLC proposes to sell electricity and related services in all utilities 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 Grid Power Direct 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 Grid Power Direct LLC at the address listed below.
Grid Power Direct LLC
1 Metrotech Center North, 3rd Floor
Brooklyn NY, 11201
1 (347) 790-1685 x210
347-790-1686

RECEIVED

DEC - 3 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU


Proof of Publication of Notice in Pittsburgh Post-Gazette

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

Commonwealth of Pennsylvania, County of Allegheny, ss D. Rullo, 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:

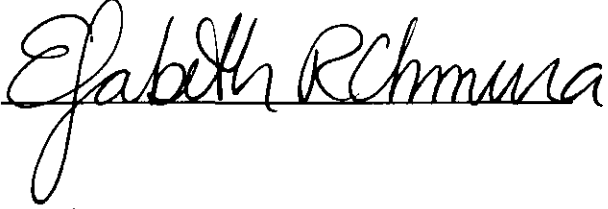
10 of October, 2019

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.



PG Publishing Company

Sworn to and subscribed before me this day of:
October 10, 2019



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
Grid Power Direct LLC
1 Metrotech Center North | Suite
Brooklyn New York 11021

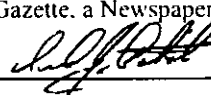
To PG Publishing Company

Total ----- \$356.50

Publisher's Receipt for Advertising Costs

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

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

PG Publishing Company, a Corporation, Publisher of
Pittsburgh Post-Gazette, a Newspaper of General Circulation
By  Samuel J. Arbuthnot

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 Grid Power Direct LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Supplier Of Electric Power Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.
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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Grid Power Direct 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 Grid Power Direct LLC at the address listed below.
Grid Power Direct LLC
1 Metrotech Center North,
3rd Floor
Brooklyn NY, 11201
1 (347) 799-1685 x210
347-799-1686

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

GRID POWER DIRECT LLC
STE 301
1 METROTECH CENTER NORTH BROOKLYN NY 11021

Account # 633237
Order # 82322367
Ad Price: 223.40

LEGAL NOTICE APPLICATION

Lisa Burke

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:

10/04/2019

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

Lisa Burke

Sworn and subscribed to before me
this 4th day of October 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

RECEIVED

DEC - 3 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

LEGAL NOTICE
Application of Grid Power Direct LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Supplier Of Electric Power Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.
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Grid Power Direct LLC
1 Metrotech Center North, 3rd Floor
Brooklyn NY, 11201
1 (347) 799-1685 x210
347-799-1686

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

Grid Power Direct LLC
1 Metrotech Center North 3rd Floor
Brooklyn NY 11201

REFERENCE: 98046 385688
PUC

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: 11/14/19

TOTAL COST: \$610.00 AD SPACE: 0 Lines

FILED ON: 11/14/19

*Application of **Grid Power Direct LLC** For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A **Supplier Of Electric Power** Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.*

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1 Metrotech Center North, 3rd Floor
Brooklyn NY, 11201
1 (347) 799-1685 x210
347-799-1686

EP-385688

Sworn to and subscribed before me this 15th day of November 2019

Affiant: JL 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

**COMMONWEALTH OF PENNSYLVANIA }
County of Cambria } SS**

Application of Grid Power Direct LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Supplier Of Electric Power Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.

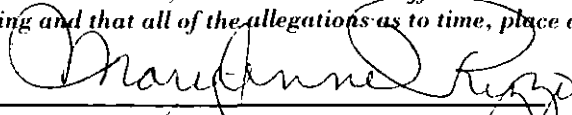
Grid Power Direct LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power. Grid Power Direct LLC proposes to sell electricity and related services in all utilities 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 Grid Power Direct 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 Grid Power Direct LLC at the address listed below.

Grid Power Direct LLC
1 Metrotech Center North, 3rd Floor,
Brooklyn, NY 11201
1 (347) 799-1685 x210 347-799-1686

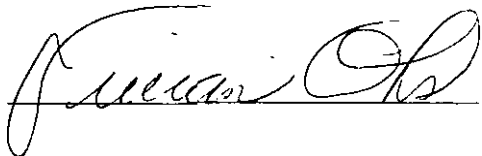
On this 15th day of November A.D. 2019, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Mary Anne Rizzo, who being duly sworn according to law, deposes and says as Advertising Director of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation 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,

published continuously at Johnstown Pa. in the County of Cambria, and Commonwealth of Pennsylvania and that the annexed is a true copy of a notice in the above matter published in said publication in the regular issues of The Johnstown Tribune-Democrat, Johnstown, PA, on November 14, 2019; and that the Affiant is not interested in the subject matter of said notice or advertising and that all of the allegations as to time, place and character of said publication are true.



STATEMENT OF ADVERTISING COSTS

Signed and sworn to before me on
15th day of November, 2019,
by Mary Anne Rizzo making the statement.



0.00 Lines @ \$2.50 per line	0.00
5 Inches @ \$25.00 per inch	125.00
Notary Fee	5.00
Clerical Fee	2.50
Total Cost	132.50

Commonwealth of Pennsylvania - Notary Seal
Vivlan 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 _____

RECEIVED

DEC - 3 2019

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix C

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

Example CERTIFICATE OF SERVICE

On this the 18th day of November 2019, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

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

Office of 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

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

Vice President – Energy Supply
Corning Natural Gas Holding Corporation
330 West William Street
Corning, NY 14830

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

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

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

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

Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

UGI Utilities, Inc.
Attn: Rates Dept. – Choice Coordinator
1 UGI Drive
Denver, PA 17517

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

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

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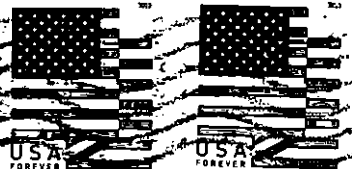
NOV 18 2019


Ezra Doueck
Managing Member, Grid Power Direct

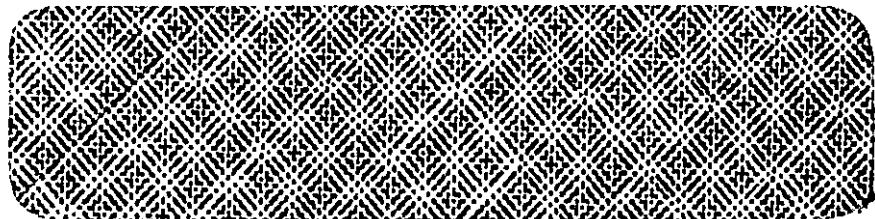
Advanced Energy Capital LLC
1 Metrotech Center N, 3rd Floor
Brooklyn, NY 11201

NEW YORK NY 100

27 NOV 2019 PM 13 L



Secretary
PA Public Utility Commission
400 North Street Second Floor
Harrisburg PA 17120



17120-009399

