

ECKERT
S E A M A N S
ATTORNEYS AT LAW

Eckert Seamans Cherin & Mellott, LLC
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Harrisburg, PA 17101

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Deanne M. O'Dell
717-255-3744
dodell@eckertseamans.com

December 8, 2020

Via Federal Express Overnight

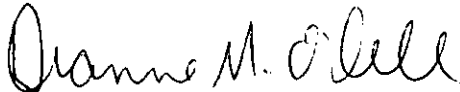
Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Inspire Digital Services PJM, LLC's Application to Offer, Render, Furnish or Supply Electricity or Electric Generation Services as a Broker/Marketer to the Public in the Commonwealth of Pennsylvania - Docket No. A-2020-

Dear Secretary Chiavetta:

Enclosed for filing please find Inspire Digital Services PJM, LLC's Application to Offer, Render, Furnish or Supply Electricity or Electric Generation Services as a Broker/Marketer to the Public in the Commonwealth of Pennsylvania. **This filing contains CONFIDENTIAL Attachments C-G which are separately included in the enclosed envelope.** Also enclosed is: (1) a check in the amount of \$350 to cover the filing fee; and, (2) a CD containing the application. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,



Deanne M. O'Dell

DMO/lww

Enclosure

cc: Cert. of Service w/enc.

RECEIVED

DEC 09 2020

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DEC 9 2020

Version Revised 03/08/18

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Inspire Digital Services PJM, LLC, d/b/a _____, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) broker/marketer to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

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

Inspire Digital Services PJM, LLC
3402 Pico Boulevard, Suite 300
Santa Monica, CA 90405
www.inspirecleanenergy.com
866-403-2620

- 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.

National Registered Agents, Inc.
600 N. 2nd Street, Suite 401
Harrisburg, PA 17101-1071
Telephone: 855-337-0707
Fax: N/A

- 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.

Andrew Meyer, General Manager and Corporate Officer
3402 Pico Boulevard, Suite 300
Santa Monica, CA 90405
Telephone: 202-991-2310
Fax: N/A
digital.regulatory@inspirecleanenergy.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.

Deanne M. O'Dell, Esquire
Eckert Seamans Cherin & Mellot, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
Telephone: (717) 255-3744
Fax: (717) 237-6019
dodell@eckertseamans.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.

Andrew Meyer, General Manager and Corporate Officer
3402 Pico Boulevard, Suite 300
Santa Monica, CA 90405
Telephone: 202-991-2310
Fax: N/A
digital.regulatory@inspirecleanenergy.com

Erin Rusonis, Product Manager
3402 Pico Boulevard, Suite 300
Santa Monica, CA 90405
Telephone: 202-991-2310
Fax: N/A
digital.regulatory@inspirecleanenergy.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.

See **Attachment A** for Applicant's Corporate Formation Documents and Pennsylvania Department of State Foreign Registration Statement.

Andrew Meyer, General Manager and Corporate Officer
3402 Pico Boulevard, Suite 300
Santa Monica, CA 90405

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.

Inspire Energy Holdings, LLC
3402 Pico Boulevard, Suite 300
Santa Monica, CA 90405
PaPUC EGS License granted
September 26, 2013
A-2013-2376082

Inspire Digital Services California, LLC
3402 Pico Boulevard, Suite 300
Santa Monica, CA 90405
Not a jurisdictional public utility

- b. **PREDECESSORS:** Identify the predecessor(s) of the Applicant and provide the name(s) under which the Applicant has operated within the preceding five (5) years, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

None.

4. OPERATIONS

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

Definitions

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

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

See **Attachment B** which describes the nature of the non-EGS services 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. ****Please see Attachment B for description of non-EGS services**
- 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.

Inspire Digital Services PJM, LLC has built a digital platform that enhances the energy experience, by allowing a user to incorporate the user's existing utility account data and utility account management and then gain contextual insights relating to energy usage, costs, and environmental impact. Use of Inspire Digital's products and services will enable customers to reduce their energy usage and support energy efficiency and renewable energy goals.

Receiving the authority to broker electricity services will enhance the Inspire Digital suite of non-supply services. Applicant seeks authority to broker electricity supply services as an EGS in Pennsylvania to support its effort to lower the cost of service to optimize the electricity supply services for users enrolled in the Inspire Digital platform. By brokering its users' electricity supply, Inspire Digital will be able to lower the cost of service for users. Inspire Digital Services PJM, LLC will only provide brokering services to platform customers who expressly authorize such function.

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

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

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

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

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

Applicant does not intend to actively market EGS-brokerage services until receipt of approval of its EGS Application. Applicant intends to actively market its brokerage services to customers on its digital platform after obtaining an EGS license. Expedited action will allow Applicant to immediately the services to its customers, but in any case, Applicant seeks to actively market EGS-brokerage services on or before February 2021.

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.

See **CONFIDENTIAL Attachment C.**

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

See **CONFIDENTIAL Attachment C.**

- 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.

See **CONFIDENTIAL Attachment C.**

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

See **CONFIDENTIAL Attachment C.**

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)

See **Certificate of Service**.

- 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

Department of Revenue
Bureau of Compliance
PO Box 281230
Harrisburg, PA 17128-1230

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

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

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

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

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

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

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

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

UGI:
UGI Utilities, Inc.
Attn: Rates Dept. – Choice Coordinator
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...
- Furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000. See **CONFIDENTIAL Attachment D**.
 - 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.

See **CONFIDENTIAL Attachment E**.

c. SUPPLIER FUNDING METHOD: If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

Not applicable

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

Applicant will not collect fees related to EGS-brokerage services. As described in Attachment B, Inspire Digital will offer subscription services and RECs for purchase to generate revenue.

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.

Andrew Meyer, General Manager and Corporate Officer
3402 Pico Boulevard, Suite 300
Santa Monica, CA 90405
Telephone: 202-991-2310
Fax: N/A
ap@inspirecleanenergy.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.

See **CONFIDENTIAL Attachment F**.

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.

See **CONFIDENTIAL Attachments G and E**.

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.

Applicant has not yet developed marketing materials for use in Pennsylvania at the time of the filing of this Application other than that published on its website. Applicant has engaged legal and regulatory support to assist in ensuring that all marketing is performed in an ethical and lawful manner, including creating a compliance plan for internal marketing efforts that will ensure all marketing is performed in an ethical and lawful manner. As marketing activities commence, Applicant will develop and oversee materials that comply with all applicable federal, state, local, and commission regulations governing those activities.

- 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 H** and **CONFIDENTIAL Attachment G**.

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

- Filed an Application with the Federal Energy Regulatory Commission
- Received approval from FERC to be a Power Marketer at Docket or C
- 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.

Inspire Digital Services PJM, LLC is applying for a license exclusively as a broker/marketer.

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

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

- proof of registration as a PJM Load Serving Entity (LSE), or
- proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

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

(Select only one of the following)

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

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

AGREED

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

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

AGREED

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

AGREED

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

ACKNOWLEDGED

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

AGREED

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

AGREED

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

AGREED

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

AGREED

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

AGREED

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

PAYMENT ENCLOSED

11. AFFIDAVITS

Must be notarized before filing.

- a. **APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.

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

See **Attachment I**.

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.

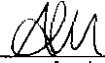
The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and must be supplied with this application. Applicants do not need a docket number in their publication. Docket numbers will be issued when all criteria on the item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

See **Attachment J**.

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

(Example Publications are provided at Appendices K and L)

13. SIGNATURE

Applicant: Inspire Digital Services PJM, LLC
 By: 
 Andrew Meyer
 Title: General Manager and Corporate Officer

14. CHECKLIST

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

Applicant: Inspire Digital Services PJM, LLC

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

PUC Secretary's Bureau Use

List of Attachments to Inspire Digital Services PJM, LLC's
Electric Generation Supplier Broker Application

Attachment	Description	Application Section
A	Business Entity Filings and Registration <ul style="list-style-type: none"> • Pennsylvania Department of State Foreign Registration Statement • Applicant's Corporate Formation Documents 	2(b)
B	Disclosure of non-EGS Related Services Offered by Applicant	4(a)
C	Criminal/Civil/Customer/Regulatory/Prosecutory Actions [CONFIDENTIAL]	5
D	Initial Bond [CONFIDENTIAL]	7(a)
E	Financial Fitness Documentation [CONFIDENTIAL] <ul style="list-style-type: none"> • Corporate Ownership and Control • Corporate Structure, Resources and Planned Operations • Balance Sheet and Income Statement • Certificate of Liability Insurance 	7(b)
F	Tax Certification Statement [CONFIDENTIAL]	7(f)
G	Technical Fitness – Inspire Digital Officer Disclosure [CONFIDENTIAL]	8(a)
Hs	Technical Fitness – Resumes of Andrew Meyer and Erin Rusonis	8(a)
I	Notarized Application and Operations Affidavits	11(a) and 11(b)
J	Copy of Newspaper Publications & Proofs of Publication	12

RECEIVED

DEC 9 2020

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Inspire Digital Services PJM, LLC
EGS Application

Attachment A

RECEIVED

DEC 9 2020

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<p>Esquire Assist, Ltd. Return document by email to: assist@esquireassist.com</p>	<p>Foreign Registration Statement DSCB:15-412 (rev. 2/2017)</p> <p>TCO201103DP0136</p>
-------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------

Read all instructions prior to completing. This form may be sub

Fee: \$250 I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

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

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

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

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

Inspire Digital Services PJM, LLC

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

3. The jurisdiction of formation is: Delaware

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

<u>3402 Pico Boulevard</u>	<u>Santa Monica</u>	<u>CA</u>	<u>90405</u>
Number and street	City	State	Zip

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

Number and street	City	State	Zip
-------------------	------	-------	-----

5. The (a) address of the association's proposed registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) - not both:

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

(b) c/o: National Registered Agents, Inc. Dauphin
 Name of Commercial Registered Office Provider County

6. Check one of the following:

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

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

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

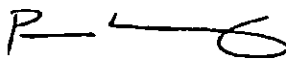
8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

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

<input type="checkbox"/> Chiropractic	<input type="checkbox"/> Dentistry	<input type="checkbox"/> Law	<input type="checkbox"/> Medicine and surgery
<input type="checkbox"/> Optometry	<input type="checkbox"/> Osteopathic medicine and surgery	<input type="checkbox"/> Podiatric medicine	<input type="checkbox"/> Public accounting
<input type="checkbox"/> Psychology	<input type="checkbox"/> Veterinary medicine		

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 29th day of October, 2020.

Inspire Digital Services PJM, LLC
 Name of Association

 Patrick Maloney
 Signature

Manager
 Title

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INSPIRE DIGITAL SERVICES PJM, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF OCTOBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "INSPIRE DIGITAL SERVICES PJM, LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



3984431 8300

SR# 20208091490

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

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

Authentication: 203960002

Date: 10-28-20

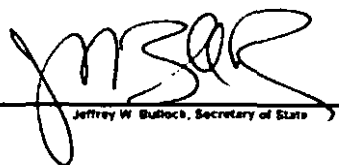
Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "INSPIRE DIGITAL SERVICES PJM, LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2020, AT 1:13 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

3984431 8100
SR# 20208060004

Authentication: 203959298
Date: 10-28-20

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

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:13 PM 10/27/2020
FILED 01:13 PM 10/27/2020
SR 20208060004 - File Number 3984431

CERTIFICATE OF FORMATION

OF

INSPIRE DIGITAL SERVICES PJM, LLC

The undersigned hereby adopts the following Certificate of Formation for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.).

1. **Name.** The name of the limited liability company is:
Inspire Digital Services PJM, LLC
2. **Registered Office.** The address of the registered office of the Company in Delaware is 1209 Orange Street, Wilmington, Delaware 19801.
3. **Registered Agent.** The name and address of the registered agent for service of process on the Company in the State of Delaware is National Registered Agents, Inc., 1209 Orange Street, Wilmington, Delaware 19801.

IN WITNESS WHEREOF, the undersigned, an authorized person of the Company, has caused this Certificate of Formation to be duly executed as of the 26 day of October 2020.

DocuSigned by:

Patrick Maloney

Patrick Maloney, Authorized Person

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
OF
INSPIRE DIGITAL SERVICES PJM, LLC
A DELAWARE LIMITED LIABILITY COMPANY

THE SECURITIES REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN.

**AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT
FOR**

INSPIRE DIGITAL SERVICES PJM, LLC
a Delaware Limited Liability Company

This Amended and Restated Limited Liability Company Agreement of Inspire Digital Services PJM, LLC, a Delaware limited liability company (the “Company”), is entered into as of December 1, 2020, by the Members listed on Exhibit A attached hereto and such other persons that may be admitted as Members from time to time to the Company in accordance with this Agreement (the “Members”).

The Company has been formed as a limited liability company pursuant to the Delaware Limited Liability Company Act (the “Act”) by the filing of a Certificate of Formation in the office of the Secretary of State of the State of Delaware on October 27, 2020. The Members wish to operate the Company as a limited liability company pursuant to the terms of this Amended and Restated Limited Liability Company Agreement. The Members previously entered into a limited liability company agreement on October 26, 2020 (the “Prior Agreement”), and the Members now desire to amend and restate the Prior Agreement pursuant to Article XIII.7 of the Prior Agreement by adopting and approving this Agreement, which shall supersede the Prior Agreement in its entirety. Therefore, the Members hereby agree as follows:

**ARTICLE I
NAME, PURPOSE AND
PRINCIPAL OFFICE OF COMPANY**

ARTICLE 1.1. Name. The name of the Company is “Inspire Digital Services PJM, LLC.” The affairs of the Company shall be conducted under such name or such other name as the Board of Managers (the “Board”), in its discretion, shall determine.

ARTICLE 1.2. Agreement. This Agreement shall constitute the “Limited Liability Company Agreement” (as that term is used in the Act) of the Company effective as of the date set forth above. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. It is the express intention of the Members that this Agreement shall be the sole statement of agreement among them.

ARTICLE 1.3. Powers.

(a) Authority. The Company may engage in any lawful act or activity for which a limited liability company may be organized under the Act.

(b) Powers. Subject to all of the terms and provisions hereof, the Company shall have all powers necessary, suitable or convenient for the accomplishment of its purposes, including all of the powers available to it as a limited liability company under the Act.

(c) Title to Company Property. All property owned by the Company shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership interest in any such property.

(d) Failure to Observe Formalities. A failure to observe any formalities or requirements of this Agreement, the Certificate or the Act shall not be grounds for imposing personal liability on the Members or the Board for liabilities of the Company.

(e) No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Act, and expressly deny any intent hereby to form a partnership under Delaware law, including a partnership under the Delaware Revised Uniform Limited Partnership Act, or a corporation under the Delaware General Corporate law (the "DGCL"). Except for purposes of federal, state and local taxes, the Members shall not be partners to one another, or partners to any third party.

ARTICLE 1.4. Registered Agent for Service of Process. The Company will continuously maintain with the State of Delaware an agent for service of process, which agent shall be named in the Certificate, as it may be amended from time to time. The Board may change the agent for service of process as it from time to time may determine.

ARTICLE 1.5. Principal Office. The principal office of the Company shall be located in Delaware or at such place as the Board may determine. The Board may change the location of the principal office of the Company at any time.

ARTICLE 1.6. Definitions.

(a) Act. This term shall have the meaning ascribed to it in the preamble.

(b) Additional Members. This term shall have the meaning ascribed to it in Section 3.3.

(c) Agreement. This Amended and Restated Limited Liability Company Agreement of Inspire Digital Services PJM, LLC, a Delaware limited liability company.

(d) Capital Account. This term shall have the meaning ascribed to it in Section 6.1.

(e) Capital Contribution. The total amount of cash and property contributed to the Company by the Members.

(f) Certificate. The Certificate of Formation of the Company.

(g) Code. The Internal Revenue Code of 1986, as amended from time to time (and any corresponding provisions of succeeding law).

(h) Company. This term shall have the meaning ascribed to it in the preamble.

- (i) Fiscal Year. This term shall have the meaning ascribed to it in Section 6.3(a).
- (j) Interest. A Member's interest in the Company as a Member (and the economic rights associated with such Interest as determined under this Agreement). The Interests of a Member shall be represented by Units, as set forth on Exhibit A, as it may be amended from time to time by the Manager.
- (k) Majority Interest. The Members holding a majority of the Percentage Interests.
- (l) Manager. Each of the Board of Managers who are designated pursuant to Article 4.1(c) or any other persons that succeeds it as manager of the Company.
- (m) Members. This term shall have the meaning ascribed to it in the preamble.
- (n) Net Income and Net Loss. This term shall have the meaning ascribed to it in Section 6.3(b)
- (o) Percentage Interest. The percentage interests of the Members are set forth on Exhibit A, as it may be amended from time to time by the Board. The percentage interest of a Member shall be expressed as a percentage determined by dividing the number of Units held by the Member by the total number of Units outstanding.
- (p) TMP. This term shall have the meaning ascribed to it in Section 12.13.
- (q) Treasury Regulations. The income Tax Regulations promulgated under the Code, as such Treasury Regulations may be amended from time to time (including corresponding provisions of succeeding Treasury Regulations).

ARTICLE II TERM AND TERMINATION OF THE COMPANY

ARTICLE 2.1. Term. The term of the Company commenced on the filing of the Certificate, and the Company shall continue until terminated pursuant to the terms of this Agreement or by operation of law.

ARTICLE 2.2. Termination. The Company shall terminate upon the written consent of the Board and the affirmative vote or written consent of a Majority Interest.

ARTICLE III MEMBERS; CHANGES IN MEMBERSHIP

ARTICLE 3.1. Authorization and Issuance of Units. The Company shall be authorized to issue 100 Units. The Company shall not issue additional classes of Units or issue Units in excess of the authorized number without the written consent of the Board and the affirmative vote or written consent of a Majority Interest.

ARTICLE 3.2. Current Members. The persons listed on Exhibit A are admitted as the initial Members of the Company effective as of the date of this Agreement. Exhibit A shall set forth the amount of Capital Contributions made by the Members, the number of Units and the Percentage Interests of the Members, as amended by the Board.

ARTICLE 3.3. Admission of Additional Members. Persons may be admitted to the Company as additional members ("Additional Members") on such terms and conditions as shall be determined by the Board. The Board shall reflect the admission of such persons as Members in the records of the Company on Exhibit A. Each new Member shall be admitted only upon execution of this Agreement or an appropriate amendment to it in which he agrees to be bound by the terms and provisions of this Agreement as they may be modified by that amendment and upon such Member's contribution of such assets, if any, as required by the Board. The Board shall be authorized, without the prior consent of the Members, to update Exhibit A to this Agreement from time to time to reflect the transfer of Units, the issuance of additional Units to the Members or Additional Members. Admission of Additional Members shall not cause the dissolution of the Company.

ARTICLE 3.4. Withdrawal of a Member.

(a) In the event of the withdrawal of any Member from the Company, the Percentage Interests and Capital Accounts of the withdrawing Member and the remaining Members shall be adjusted as of the date of withdrawal, as determined by the Board. No Member may be permitted to withdraw without the written consent of the Board.

(b) The withdrawal of a Member shall not be cause for dissolution of the Company.

ARTICLE 3.5. Voting Rights. Except as expressly provided in this Agreement or the Certificate of Formation, Members shall have no voting, approval or consent rights. All Units shall be voting. For purposes of determining the voting interest of a Member, a Member's voting power shall be based upon the number of Units held.

ARTICLE 3.6. No Certificate of Units. The Company will not issue certificates for Units issued. The number of Units held by the Members shall be set forth on Exhibit A, as amended by the Board.

ARTICLE IV MANAGEMENT, DUTIES AND RESTRICTIONS

ARTICLE 4.1. Management.

(a) Management of the Company by Board of Managers. The business, property and affairs of the Company shall be managed and all powers of the Company shall be exercised by or under the direction of the Board.

(b) Powers of Board. Subject to the express limitations contained in any provision of this Agreement, the Board shall control the management of the business and affairs of the Company. The Board shall have all powers necessary, convenient or appropriate for

carrying out the purposes and business of the Company, including, without limitation, the power to exercise on behalf and in the name of the Company all of the powers described in the Act. Any Manager on the Board shall have the authority to act individually. All acts or decisions of the Board may be taken at a meeting or by written (including email) consent. The Board may delegate to any person or persons any or all of its powers, rights and obligations under this Agreement and may appoint, contract or otherwise deal with any person to perform any acts or services for the Company as the Board may determine. Any Manager on the Board is authorized to execute any and all documents on behalf of the Company, including documents in connection with the opening of bank or brokerage accounts.

(c) Number, Term and Qualifications. The total authorized number of Managers of the Company shall initially be one. The initial Manager shall be Patrick Maloney. The Manager shall serve until the earlier of (i) the removal of such Manager in accordance with this Agreement, (ii) such Manager's resignation, or (iii) such Manager's death or dissolution. A Manager may, but need not be, a Member. The name and address of the Manager is set forth on Exhibit B. The Board shall be authorized, without the prior consent of the Members, to update Exhibit B from time to time to reflect the name and address of the Manager.

(d) Resignation. The Manager may resign at any time by giving written notice to the Company. The resignation of the Manager shall take effect upon receipt of that notice.

(e) Removal. The Manager may be removed at any time, with or without cause, by the affirmative vote or written (including email) consent of a Majority Interest.

(f) Vacancies. Any vacancy occurring for any reason of the Manager shall be filled by the affirmative vote or written (including email) consent of a Majority Interest.

ARTICLE 4.2. No Non-Manager Participation in Management. The Members, other than a Member that is a Manager or officer of the Company, shall take no part in the management of the affairs of the Company, and shall not have any power or authority to act for or on behalf of the Company except as specifically authorized by the Board.

ARTICLE 4.3. Officers.

(a) Appointment of Officers. The Board may at any time appoint officers to whom they may delegate some or all of its duties, powers and responsibilities, including its specific powers and approval rights hereunder. The officers will serve at the pleasure of the Board. Any individual may hold any number of offices. The general areas of responsibility and specific powers and duties of each officer will be determined by the Board and may be revised from time to time. The general area of responsibility and specific powers of the General Manager, the Chief Financial Officer and the Secretary are as set forth in Articles 4.3(b), 4.3(c) and 4.3(d) below, respectively; *provided, however*, that the Board may revise such responsibilities and powers in its sole discretion from time to time.

(b) General Manager. The General Manager of the Company shall, subject to the control and direction of the Board, have general supervision, direction and control of the day-to-day business and affairs of the Company. The General Manager shall preside at all meetings

of the Members (if any), unless the Board shall have appointed another person to so preside and such person is present. The General Manager shall perform other duties commonly incident to a chief executive officer of a Delaware corporation and shall also perform such other duties and have such other powers as the Board shall designate from time to time. The initial General Manager of the Company shall be Andrew Meyer. For purposes of clarity, the General Manager is an officer position only, is not a Manager on the Board by virtue of holding the position of General Manager, and such officer shall not be a member of the Board unless the person holding such officer position is also elected as a Manager pursuant to this Agreement. Further, and notwithstanding any other provisions of this Agreement, the General Manager shall not have any authority hereunder to cause the Company to engage in the following actions (by amendment, merger, consolidation or otherwise) without first obtaining the written consent of the Board:

- (i) arrange any mortgage, pledge or other security interest over all or substantially all of the property, or over a substantial portion of the intellectual property rights, of the Company or of any subsidiary of the Company;
- (ii) acquire another company or business;
- (iii) change the business strategy of the Company; or
- (iv) enter into a Liquidation Transaction, or otherwise dissolve the Company pursuant to Article X.

(c) Chief Financial Officer. The Chief Financial Officer shall be responsible for ensuring that appropriate custodial arrangements are maintained with respect to the corporate funds and securities of the Company. The Chief Financial Officer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all monies and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Chief Financial Officer shall disburse the funds of the Company as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the General Manager and to the Board, at its regular meetings or when the Manager so requires, an account of all of the Chief Financial Officer's transactions and of the financial condition of the Company. The Chief Financial shall perform other duties commonly incident to the office of Chief Financial Officer in a Delaware corporation and shall also perform such other duties and have such other powers as the Board or General Manager shall designate from time to time. The initial office of the Chief Financial Officer of the Company shall initially be vacant.

(d) Secretary. The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Board and all meetings of the Members, if any, and record all the proceedings of the meetings of the Company and of the Board in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Members, if any, and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or the General Manager, under whose supervision the Secretary shall serve. The initial Secretary of the Company shall be Andrew Meyer.

(e) Removal and Resignation of Officers. Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Board at any time. Any officer may resign at any time by giving written notice to the Board. Any resignation will take effect on the date of the receipt of that notice or at any later time specified in that notice.

ARTICLE V CAPITAL CONTRIBUTIONS

ARTICLE 5.1. Capital Contributions of the Members. The Members, if approved by a Majority Interest, shall make additional Capital Contributions to the Company from time to time as determined by the Board in accordance with their respective Percentage Interests. The Capital Contributions will be in the form of cash or property. The amount of the Capital Contributions shall be set forth on Exhibit A.

ARTICLE 5.2. Limited Liability.

(a) Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and none of the Members, the Board or any officer, employee or agent of the Company shall be obligated personally for any such debt, obligation or liability of the Company.

ARTICLE VI CAPITAL ACCOUNTS AND ALLOCATIONS

ARTICLE 6.1. Capital Accounts. A capital account shall be maintained on the Company's books for each Member in accordance with the Treasury Regulations ("Capital Account"). In the event any Interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

ARTICLE 6.2. Allocation of Net Income or Net Loss. Except as otherwise provided in this Agreement, the Net Income and Net Loss of the Company shall be allocated to the Members so as to, as nearly as possible, increase or decrease, as the case may be, each Member's Capital Account to the extent necessary such that each Member's Capital Account is equal to the amount that such Member would receive if the Company were dissolved, its assets sold for their book value, its liabilities satisfied in accordance with their terms and all remaining amounts were distributed to the Members in accordance with Section 8.2(a) of this Agreement immediately after making such allocation. The intent of the foregoing allocation is to comply with Treasury Regulations Section 1.704-1(b) and ensure that the Members receive allocations of Net Income and Net Loss pursuant to this Section 6.2 in accordance with their relative interests in the Company, with the interest of each Member in the Company determined by reference to such Member's relative rights to receive distributions from the Company pursuant to Section 8.2(a).

ARTICLE 6.3. Definitions. Unless the context requires otherwise, the following terms have the meanings specified below for purposes of this Agreement:

(a) Fiscal Year. The Company's Fiscal Year for taxable year shall end on December 31 of each year or, if earlier, the date the Company is terminated during a year. The Board may at any time elect a different Fiscal Year (as required or permitted by the Code and the applicable Treasury Regulations).

(b) Net Income and Net Loss. The net book income or loss of the Company for any relevant period, as computed in accordance with federal income tax principles and as adjusted pursuant to the following provisions, under the method of accounting elected by the Company for federal income tax purposes. The net book income or loss of the Company shall be computed, *inter alia*, by:

(1) including as income or deductions, as appropriate, any tax-exempt income and any expenses that are neither properly included in the computation of taxable income nor capitalized for federal income tax purposes;

(2) including as a deduction when paid or incurred (depending on the Company's method of accounting) any amounts utilized to organize the Company or to promote the sale of (or to sell) an Interest in the Company, except that amounts for which an election is properly made by the Company under Section 709(b) of the Code shall be accounted for as provided therein;

(3) including as a deduction any losses incurred by the Company in connection with the sale or exchange of property notwithstanding that such losses may be disallowed to the Company for federal income tax purposes under the related party rules of Section 267(a)(1) or 707(b) of the Code;

(4) calculating the gain or loss on disposition of Company assets and the depreciation, amortization or other cost recovery deductions, if any, with respect to the Company's assets by reference to their book value rather than their adjusted tax basis; and

(5) if the book value of Company assets is adjusted to equal fair market value as provided in Section 13.3, then the Net Income and Net Loss shall include the amount of any increase or decrease in such book values attributable to such adjustment.

ARTICLE VII EXPENSES

The Company shall pay all costs and expenses incurred in connection with its activities. The members of the Board, Members and employees of the Company shall be entitled to reimbursement by the Company for expenses incurred by them relating to the Company's business, as determined by the Board in its discretion.

ARTICLE VIII DISTRIBUTIONS

ARTICLE 8.1. Interest. No interest shall be paid to any Member on account of his interest in the capital of, or on account of his investment in, the Company.

ARTICLE 8.2. Distributions.

(a) Subject to applicable law, the Board may elect from time to time to make distributions to the Members. Any such distributions shall be made to the Members pro rata in proportion to their Percentage Interests at the time of distribution.

(b) Notwithstanding Section 8.2(a), the Board shall, for each taxable year, cause the Company to make a tax distribution to the Members (taking into consideration the due dates for estimated tax payments) pro rata in proportion to their Percentage Interests and shall be based upon the Member that, at the time of such tax distribution, would have the highest tax liability as a result of the allocable share of income, gain, loss, deductions and credits of the Company (taking into account any applicable withholding or payment of taxes on the distributions, including those having been made pursuant to Section 13.2) for such applicable fiscal quarter (or other applicable period), as determined by the Board (taking into consideration any information provided in writing by the Members to the Company); provided, however, that no such distribution shall be made to the extent that the Board determines, in its sole discretion, that funds are not reasonably available for such distribution by virtue of applicable law, contractual obligation or current or future needs of the Company. Such distribution to each Member shall be made no later than the first day of the third month following the end of the Fiscal Year of the Company with respect to which such distribution is made. Distributions made pursuant to this Section 8.2(b) shall be applied against (and reduce by a corresponding amount) amounts otherwise distributable to Members pursuant to Section 8.2(a), and distributions made pursuant to Section 8.2(a) in a year shall be applied against (and reduce by a corresponding amount) amounts otherwise distributable to Members pursuant to this Section 8.2(b) with respect to such year.

(c) The Board may make dissolution distributions to the Members in cash or distribute Company assets in kind, and the distribution of any such assets in kind shall be made on the basis of the fair market value of such asset as of the date of distribution, as determined by the Board in good faith. The Capital Accounts of the Members shall be adjusted accordingly to preserve the economic interests of the Members as the result of any distribution in kind.

ARTICLE IX ASSIGNMENT OR TRANSFER OF INTERESTS

No Member may sell, transfer, assign, pledge, mortgage or otherwise dispose of his Interest in the Company without the approval of the Board. Such approval may be granted or withheld in the Board's sole discretion. In the event that any part of the Member's Interest in the Company is transferred incident to a divorce or by operation of law, the transferee of the Interest who is not approved by the Board shall only obtain rights in the Company with respect to distributions, Net Income and Net Loss attributable to the transferred Interest but shall have no

rights as a Member under this Agreement or the Act, including no rights to vote or otherwise participate in the management of the Company. Notwithstanding the foregoing, the Interest of the transferee shall be subject to the restrictions contained in this Agreement applicable to the transferred Interest held by a Member. Any transfer of an Interest that is not made in accordance with the terms of this Agreement shall be null and void.

ARTICLE X DISSOLUTION AND LIQUIDATION OF THE COMPANY

ARTICLE 10.1 Dissolution. Upon termination of the Company in accordance with Article II:

(a) The affairs of the Company shall be wound up and the Company shall be dissolved. The Board shall serve as the liquidator.

(b) Distributions in dissolution may be made in cash or in kind or partly in cash and partly in kind.

(c) The net assets of the Company, after payment of the liabilities of the Company, shall be distributed to the Members in accordance with Section 8.2(a). Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that any Member's Capital Account has a deficit balance upon dissolution of the Company, such deficit shall not be an asset of the Company and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

ARTICLE XI FINANCIAL ACCOUNTING, REPORTS AND CONFIDENTIALITY

ARTICLE 11.1. Financial and Tax Accounting and Reports. The Board shall cause the Company's tax return and IRS Form 1065, Schedule K1, to be prepared and delivered in a timely manner to the Members (but in no event later than ninety (90) days after the close of each of the Company's Fiscal Years). The financial statements of the Company, if any are prepared, shall be prepared in accordance with the provisions of this Agreement and in a manner determined by the Board.

ARTICLE 11.2. Supervision; Inspection of Books. Proper and complete books of account of the affairs of the Company shall be kept under the supervision of the Board at the principal office of the Company. Such books shall be open to inspection by a Member, upon reasonable notice, during normal business hours.

ARTICLE XII INVESTMENT REPRESENTATIONS

Each Member hereby represents and warrants to, and agrees with, the Board, the other Members, and the Company as follows:

ARTICLE 12.1. Preexisting Relationship or Experience. By reason of his, her or its business or financial experience, or by reason of the business or financial experience of his, her or its financial advisor who is unaffiliated with and who is not compensated, directly or indirectly, by the Company or any affiliate or selling agent of the Company, he, she or it is capable of evaluating the risks and merits of an investment in the Units and of protecting his, her or its own interests in connection with this investment.

ARTICLE 12.2. Investment Intent. He, she or it is acquiring the Units for investment purposes for his, her or its own account only and not with a view to, or to offer or sell for an issuer in connection with, any distribution of all or any part of the Units, or to participate or to have a direct or indirect participation in any such undertaking, or to participate or to have a participation in the direct or indirect underwriting of any such undertaking. He, she or it is not an “underwriter” as that term is defined in Section 2(a)(11) of the Securities Act of 1933, as amended (the “Securities Act”). No other Person will have any direct or indirect beneficial interest in or right to the Units.

ARTICLE 12.3. Purpose of Entity. If an entity, it was not organized for the specific purpose of acquiring the Units

ARTICLE 12.4. Economic Risk. He, she or it is financially able to bear the economic risk of an investment in the Units, including the total loss thereof.

ARTICLE 12.5. No Registration of Units. He, she or it acknowledges that the Units have not been registered under the Securities Act, or qualified any applicable blue sky laws in reliance, in part, on his, her or its representations, warranties, and agreements herein.

ARTICLE 12.6. Investment in Restricted Security. He, she or it understands that the Units are “restricted securities” under the Securities Act in that the Units will be acquired from the Company in a transaction not involving a public offering, and that the Units may be resold without registration under the Securities Act only in certain limited circumstances and that otherwise the Units must be held indefinitely.

ARTICLE 12.7. No Obligations to Register. He, she or it represents, warrants, and agrees that the Company and the Board are under no obligation to register or qualify the Units under the Securities Act or under any state securities law, or to assist her, him or it in complying with any exemption from registration and qualification.

ARTICLE 12.8. No disposition in Violation of Law. Without limiting the representations set forth above, and without limiting Article IX of this Agreement, he, she or it will not make any disposition of all or any part of the Units which will result in the violation by her, him or it or by the Company of the Securities Act, the DGCL, the Act, or any other applicable securities laws. Without limiting the foregoing, he, she or it agrees not to make any disposition of all or any part of the Units unless and until he, she or it has notified the Company of the proposed disposition and has furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Board, he, she or it has furnished the Company with a written opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of any securities

under the Securities Act or the consent of or a permit from appropriate authorities under any applicable state securities law.

ARTICLE 12.9. Investment Risk. He, she or it acknowledges that the Units are speculative investments which involve a substantial degree of risk of loss of an entire investment in the Company, that he, she or it understands and takes full cognizance of the risks related to the purchase of the Units, and that the Company is newly organized and has no financial or operating history.

ARTICLE 12.10. Restrictions on Transferability. He, she or it acknowledges that there are substantial restrictions on the transferability of the Units pursuant to this Agreement, that there is no public market for the Units and none is expected to develop, and that, accordingly, it may not be possible to liquidate his, her or its investment in the Company.

ARTICLE 12.11. Information Reviewed. He, she or it has received and reviewed this Agreement and the information it considers necessary or appropriate for deciding whether to purchase the Units. In connection with the purchase of the Units, he, she or it has neither (i) received any general solicitation or general advertising, including, but not limited to advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media or broadcast over television or radio, nor (ii) attended any seminar or meeting whose attendees were invited by any general solicitation or general advertising. He, she or it has relied only on the information contained in this Agreement in making its investment decision.

ARTICLE 12.12. Tax Consequences. He, she or it acknowledges that the tax consequences of investing in the Company will depend on its particular circumstances, and neither the Company, the Board, the Members, nor the partners, stockholders, members, managers, agents, officers, directors, employees, Affiliates, or consultants of any of them will be responsible or liable for the tax consequences to him, her or it of an investment in the Company. He, she or it will look solely to, and rely upon, his, her or its own advisers with respect to the tax consequences of this investment.

ARTICLE 12.13. No Assurance of Tax Benefits. He, she or it acknowledges that there can be no assurance that the Code or the Treasury Regulations will not be amended or interpreted in the future in such a manner so as to deprive the Company and the Members of some or all of the tax benefits they might now receive nor that some of the deductions claimed by the Company or the allocations of items of income, gain, loss, deduction, or credit among the Members may not be challenged by the Internal Revenue Service.

ARTICLE 12.14. Indemnity. He, she or it shall defend, indemnify and hold harmless the Company, each and every Manager, each and every other Member, and any officers, directors, stockholders, managers, members, employees, partners, agents, attorneys, registered representatives, and control persons of any such entity who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of or arising from any misrepresentation or misstatement of facts or omission to represent or state facts made by him, her or it including, without limitation, the information in this Agreement, against losses, liabilities, and expenses of the company, each and every Manager, each and every other Member,

and any officers, directors, stockholders, managers, members, employees, partners, attorneys, accountants, agents, registered representatives, and control persons of any such Person (including attorneys' fees, judgments, fines and amounts paid in settlement, payable as incurred) incurred by such person in connection with such action, suit, proceeding, or the like.

ARTICLE XIII OTHER PROVISIONS

ARTICLE 13.1. Right to Corporate Conversion. The Board may decide to subsequently conduct the business of the Company through a corporation (or the limited liability company that elects to be treated as a corporation for income tax purposes). By executing this Agreement, all of the Members hereto hereby agree to such incorporation and agree to take all steps and to execute all documents necessary to effectuate such incorporation at such time as requested by the Board. The Board shall use commercially reasonable efforts to assure that, on conversion, the Members will receive equity interests in the new entity that will achieve the desired economic split as contained in this Agreement.

ARTICLE 13.2. Execution and Filing of Documents. Concurrently with the execution of this Agreement, the Board (or their designee) shall execute and file any necessary documents conforming to the requirements of the Act in the office of the Secretary of State for the State of Delaware.

ARTICLE 13.3. Other Instruments and Acts. The Members agree to execute any other instruments or perform any other acts that are or may be necessary to effectuate and carry on the business of the Company or to perfect their admission as a Member.

ARTICLE 13.4. Binding Agreement. This Agreement shall be binding upon the transferees, successors, assigns and legal representatives of the Members.

ARTICLE 13.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents made and to be performed entirely within Delaware.

ARTICLE 13.6. Notices. Any notice or other communication that a Member desires to give to another party shall be in writing and shall be deemed effectively given upon personal delivery or upon deposit in any United States mail box, by registered or certified mail, postage prepaid, or upon transmission by telegram, telecopy or electronic mail, addressed to the other party at the address shown in the records of the Company.

ARTICLE 13.7. Amendment Procedure. Except as otherwise provided herein, this Agreement may be amended by the written consent of the Board and the affirmative vote or written consent of a Majority Interest.

ARTICLE 13.8. Entire Agreement. This Agreement constitutes the entire agreement of the Members and supersedes all prior agreements between the Members with respect to the Company.

ARTICLE 13.9. Titles; Subtitles. The titles and subtitles used in this Agreement are used for convenience only and shall not be considered in the interpretation of this Agreement.

ARTICLE 13.10. Company Name. The Company shall have the exclusive ownership and right to use the Company name (and any name under which the Company shall elect to conduct its affairs) as long as the Company continues.

ARTICLE 13.11. Exculpation. The Board shall not be liable to a Member or the Company for honest mistakes of judgment, for action or inaction taken reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Company, for losses due to such mistakes, action or inaction, or to the negligence, dishonesty or bad faith of any employee, broker or other agent of the Company, provided that such employee, broker or agent was selected, engaged or retained and supervised with reasonable care; provided that this Section 14.10 shall not extend to any action which constitutes fraud, willful misconduct or gross negligence. The Board may consult with counsel and accountants in respect of Company affairs and be fully protected and justified in any action or inaction that is taken in accordance with the advice or opinion of such counsel or accountants, provided that they shall have been selected with reasonable care.

ARTICLE 13.12. Indemnification.

(a) Indemnification. The Company agrees to indemnify, out of the assets of the Company only, the Board, the Members and their agents, to the fullest extent permitted by law and to save and hold them harmless from and in respect of all (a) reasonable fees, costs, and expenses paid in connection with or resulting from any claim, action or demand against the Board, the Members, the Company or their agents that arise out of or in any way relate to the Company, its properties, business or affairs and (b) such claims, actions and demands and any losses or damages resulting from such claims, actions and demands, including amounts paid in settlement or compromise (if recommended by attorneys for the Company) of any such claim, action or demand; provided, however, that this indemnity shall not extend to conduct not undertaken in good faith nor to any fraud, willful misconduct or gross negligence. Any person receiving an advance with respect to expenses shall be required to agree to return such advance to the Company in the event it is subsequently determined that such person was not entitled to indemnification hereunder. Any indemnified party shall promptly seek recovery under any other indemnity or any insurance policies by which such indemnified party may be indemnified or covered. No payment or advance may be made to any person under this Section 14.11 to any person who may have a right to any other indemnity (by insurance or otherwise) unless such person shall have agreed, to the extent of any other recovery, to return such payments or advances to the Company.

ARTICLE 13.13. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Los Angeles, California, in accordance with the rules, then obtaining, of the American Arbitration Association. Any award shall be final, binding and conclusive upon the parties. A judgment upon the award rendered may be entered in any court having jurisdiction thereof.

ARTICLE 13.14. Tax Matters Partner. When needed, the Board shall appoint a “tax matters partner” for the Company (“TMP”). The TMP shall have the right to resign as TMP by giving thirty (30) days’ written notice to the Members. Upon the resignation, dissolution or bankruptcy of the TMP, a successor TMP shall be elected by the Board. All expenses incurred by the TMP in serving as the TMP shall be Company expenses and shall be paid by the Company.

ARTICLE XIV MISCELLANEOUS TAX COMPLIANCE PROVISIONS

ARTICLE 14.1. Income Tax Allocations.

(a) Except as otherwise provided in this section or as otherwise required by the Code and the Treasury Regulations, Company income, gain, loss, deduction, or credit for income tax purposes shall be allocated in the same manner as the corresponding book items are allocated pursuant to this Agreement.

(b) In accordance with Code Section 704(c) and the Treasury Regulations, income, gain, loss and deduction with respect to any asset contributed to the capital of the Company shall, solely for tax purposes, be allocated between the Members so as to take account of any variation between the adjusted basis of such property for federal income tax purposes and its initial book value. The Company shall use the traditional method, as described in Treasury Regulations Section 1.704-3(b).

(c) In the event the book value of any Company asset is adjusted, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its book value in accordance with the Treasury Regulations

ARTICLE 14.2. Withholding. The Company shall at all times be entitled to make payments with respect to any Member in amounts required to discharge any obligation of the Company to withhold or make payments to any governmental authority with respect to any federal, state, local or other jurisdictional tax liability of such Member. For purposes of this Agreement, any such withholdings or payments shall be treated as a tax distribution to the shareholder on behalf of whom the withholding or payment was made.

ARTICLE 14.3. Book-Up of Company Assets. The book value of all Company assets may be adjusted to equal their respective gross fair market values, as determined in good faith by the Board, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis capital contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of money or Company property as consideration for an interest in the Company; and (iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g), including the termination of the Company for federal income tax purposes pursuant to Section 708(b)(1)(B) of the Code. The book-up shall be made in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f).

IN WITNESS WHEREOF, the Members have executed this Limited Liability Company Agreement as of the date first above written.

MEMBER:

INSPIRE DIGITAL SERVICES USA, LLC

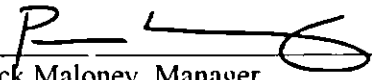
By:  _____
Patrick Maloney, Manager

EXHIBIT A

**CAPITAL CONTRIBUTIONS, NUMBER OF UNITS AND PERCENTAGE INTERESTS
OF MEMBERS**

<u>Member's Name</u>	<u>Member's Address</u>	<u>Member's Capital Contribution</u>	<u>Number of Units</u>	<u>Initial Capital Account Balance</u>	<u>Percentage Interest</u>
Inspire Digital Services USA, LLC	3402 Pico Blvd Santa Monica, CA 90405	\$100	100	\$100	100%

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SECRETARY'S BUREAU

EXHIBIT B

NAMES AND ADDRESSES OF MANAGER


<u>Manager</u>	<u>Address</u>
Patrick Maloney	3402 Pico Blvd, Santa Monica, CA 90405

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SECRETARY'S BUREAU

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<p>Esquire Assist, Ltd. Return document by email to: assist@esquireassist.com</p>	<p>Foreign Registration Statement DSCB:15-412 (rev. 2/2017)</p>  <p>TCO201103DP0136</p>
-------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Read all instructions prior to completing. This form may be sub

Fee: \$250 I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

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

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

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

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

Inspire Digital Services PJM, LLC

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

3. The jurisdiction of formation is: Delaware

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

3402 Pico Boulevard Santa Monica CA 90405
Number and street City State Zip

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

Number and street City State Zip

5. The (a) address of the association's proposed registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) – not both:

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

(b) c/o: National Registered Agents, Inc. Dauphin
 Name of Commercial Registered Office Provider County

6. Check one of the following:

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

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

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

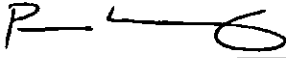
8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

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

<input type="checkbox"/> Chiropractic	<input type="checkbox"/> Dentistry	<input type="checkbox"/> Law	<input type="checkbox"/> Medicine and surgery
<input type="checkbox"/> Optometry	<input type="checkbox"/> Osteopathic medicine and surgery	<input type="checkbox"/> Podiatric medicine	<input type="checkbox"/> Public accounting
<input type="checkbox"/> Psychology	<input type="checkbox"/> Veterinary medicine		

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 29th day of October, 2020.

Inspire Digital Services PJM, LLC
 Name of Association


 Signature **Patrick Maloney**

Manager
 Title

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INSPIRE DIGITAL SERVICES PJM, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF OCTOBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "INSPIRE DIGITAL SERVICES PJM, LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



3984431 8300

SR# 20208091490

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

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

Authentication: 203960002

Date: 10-28-20

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "INSPIRE DIGITAL SERVICES PJM, LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2020, AT 1:13 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

3984431 8100
SR# 20208060004

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

Authentication: 203959298
Date: 10-28-20

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:13 PM 10/27/2020
FILED 01:13 PM 10/27/2020
SR 20208060004 - File Number 3984431

CERTIFICATE OF FORMATION

OF

INSPIRE DIGITAL SERVICES PJM, LLC

The undersigned hereby adopts the following Certificate of Formation for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.).

1. **Name.** The name of the limited liability company is:
Inspire Digital Services PJM, LLC
2. **Registered Office.** The address of the registered office of the Company in Delaware is 1209 Orange Street, Wilmington, Delaware 19801.
3. **Registered Agent.** The name and address of the registered agent for service of process on the Company in the State of Delaware is National Registered Agents, Inc., 1209 Orange Street, Wilmington, Delaware 19801.

IN WITNESS WHEREOF, the undersigned, an authorized person of the Company, has caused this Certificate of Formation to be duly executed as of the 26 day of October 2020.

DocuSigned by:

Patrick Maloney

Patrick Maloney, Authorized Person

Inspire Digital Services PJM, LLC
EGS Application

Attachment B

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SECRETARY'S BUREAU

Attachment B

Disclosure of non-EGS related services offered by Applicant

Inspire Digital Services PJM, LLC (“Inspire Digital PJM”), together with its digital services affiliates, and their shared parent company, Inspire Digital Services USA, LLC (collectively, “Inspire Digital”), has developed a digital energy platform that launched for customers in Pennsylvania in early November 2020. Inspire Digital PJM is the regional subsidiary servicing customers connected to the PJM Interconnection, including Pennsylvania.

Inspire Digital is doing business in Pennsylvania but is not offering any EGS services. Inspire Digital’s customers have been able to enroll and are provided access to a digital platform that enhances the energy experience. This digital platform allows a user to incorporate the user’s utility account data and utility account management so that the digital platform can deliver contextual insights to users relating to energy usage, costs, and environmental impact, with the goal of reducing energy usage and supporting energy efficiency goals. To enable the experience, on behalf of and only with the user’s express approval to act as their agent, Inspire Digital may receive and analyze a user’s paper utility bills, or access a user’s online utility account using the user’s utility account credentials, in order to retrieve the user’s utility data and account information, manage the user’s utility account, and make utility account data engaging and actionable within the Inspire Digital experience.

Inspire Digital also offers customers in Pennsylvania a subscription service that offers levelized payments to cover the entire cost of the customer’s utility service. Through the digital platform enrollment process, Inspire Digital offers each user a personalized subscription price based on Inspire Digital’s forecast of the user’s future utility service costs. Election of a subscription plan does not enroll a customer in any supply offerings or brokerage services nor does it require a customer to change suppliers. Under the subscription service, a customer pays Inspire Digital a monthly fixed price and upon receipt of payment from customer, Inspire Digital automatically pays each participating user’s variable monthly utility bill on their behalf as their bill pay agent utilizing the customer-provided account credentials regardless of cost or volume in any one month.

To allow customers to support clean energy, Inspire Digital offers its enrolled users the ability to purchase Renewable Energy Certificates (“RECs”) in quantities sufficient to match all or a portion of a user’s electricity consumption. RECs are purchased and settled on the user’s behalf if a user elects to support clean energy.

As discussed in the remainder of the Application, upon approval, Applicant will market brokerage services to customers on its digital platform. Applicant will only provider brokering services to platform customers that expressly authorize such function.

Inspire Digital Services PJM, LLC
EGS Application

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Attachments C – G

are

CONFIDENTIAL

**They are being provided
to the Commission only
under seal**

Inspire Digital Services PJM, LLC
EGS Application

Attachment H

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ANDREW MEYER

Professional Experience

INSPIRE, SANTA MONICA, CA

General Manager, Inspire Digital Services, 2019 – Present

- Spearheading the company's new digital energy experience business line, with a mission of transforming the way consumers access clean energy nationwide.
- Responsible for the commercial and legal strategy, business model, product roadmap, go-to-market plan, and performance of the business line.

SWELL ENERGY, LOS ANGELES, CA

Co-Founder & COO, 2014 – 2019

- Responsible for the commercial and legal strategy, business model, product roadmap, go-to-market plan, and performance of innovative consumer energy platform, which connects consumers with cost-effective distributed energy resources, backed by revenues from grid services contracts with utilities, state incentives, and wholesale market participation.
- Managed development of company's operations platform, which integrates marketing, sales, customer support, partner support, fulfillment (engineering, procurement, and construction), and asset management in a single technology stack.
- Managed legal and compliance, including drafting, negotiating, and executing most customer agreements, partner agreements, regulatory filings, and corporate documents.
- Managed regulatory and legislative affairs, including regulatory engagement in support of procurement agreements with regulated utilities, licensing and compliance matters in connection with state contractor licensing, and multiple appearances before the California State Senate in support of energy storage legislation.
- Developed, negotiated, and executed two of the largest residential storage virtual power plant contracts in the United States, with California investor-owned utilities.
- Scaled to become the largest privately-held residential storage provider in the United States in first year of operating.

LATHAM & WATKINS, LLP, LOS ANGELES, CA

Associate, 2013-2014

- Researched and advised clients on matters relating to energy, land use, water, and climate, including matters relating to the development, licensing, and financing of utility-scale energy projects.

Education

COLUMBIA UNIVERSITY SCHOOL OF LAW, NEW YORK, NY

JD, 2013, Kent Scholar

UNIVERSITY OF PENNSYLVANIA, PHILADELPHIA, PA

BA, 2007, magna cum laude

ERIN RUSONIS

ABOUT ME

Program Manager with 5+ years experience in the tech industry building and managing teams in addition to running core project operations. Has a demonstrated history of strong interpersonal skills and project management execution.

EDUCATION

Tulane University • New Orleans, LA

Bachelor of Arts, English

- Class of 2014
- Cum Laude Graduate
- Newcomb Institute Grant Recipient

EXPERIENCE

Inspire Digital Services • Santa Monica, CA

Nov. 2020 - Present - *Project Manager*

- Create and communicate cross-functional project action plans pertaining to the company's new digital energy experience business line
- Manage requirements and decisions made across the organization to ensure project deliverables are completed on time

Yelp, Inc. • San Francisco, CA

Oct. 2019 - July 2020 - *Program Manager*

- Toronto Office Build
 - Collaborated with a 12 member cross-functional task force to open a new international office in Toronto. Partnered with the Canadian consulate to expedite new hire visa processing and vetted programs to maximize tax incentives.
 - Drove a 12 month marketing and ad campaign using SEO, diversifying Yelp's talent pipeline for the new office.
- Project Management Toolkit & Implementation
 - Increased accountability, transparency, and on-time-completion rates for both the technical recruiting and engineering organizations via a unified project management toolkit, which was adopted by 50+ people in 4 offices.
 - Led implementation of eBook, Wikipedia onboarding resources, Gdrive, and custom project templates, and consolidated existing PMP protocols resulting in more efficient internal best practices.

Aug. 2017 - Sept. 2019 - *Recruiting Operations Manager*

- Managed a team of 6 Recruiting Coordinators, responsible for supporting 30+ recruiters and growing the engineering organization at Yelp from 450 to 900+ people.
- Single-handedly hired, trained, and onboarded a total of 16 Recruiting Coordinators, enabling our team to support a rapidly-scaling organization across 4 offices over a 2 year period.
- Led product evaluations, initiated procurement relationships, and onboarded new technologies related to scheduling and candidate travel including GoodTime, NexTravel, TripActions, and Interview Schedule, to automate and expedite scheduling processes and reduce spending for candidate travel.

Nov. 2015 - July 2017 - *Lead Technical Recruiting Coordinator*

- Managed and grew Recruiting Coordinator team of 3 to a team of 10.
- Developed team operational structure by defining performance objectives; developed an onboarding process, training programs, and career development paths yielding increase in team retention.

Feb. 2015 - Oct. 2015 - *Technical Recruiting Coordinator*

LEADERSHIP

Tulane University - Newcomb Alumnae Association (NAA)
Board Member

VOLUNTEER

81cents
Reviewer & Advocate
Mission: Pay Equity

TECHNOLOGY

- Expert: G Suite, Trello, Confluence
- Proficient: JIRA, Asana, Limesize
- Familiar: Photoshop, Lightroom

Inspire Digital Services PJM, LLC
EGS Application

Attachment I

RECEIVED

DEC 09 2020

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix A
APPLICATION AFFIDAVIT

State of California :
 : ss.
County of Los Angeles :

Andrew Meyer, Affiant, being duly sworn according to law, deposes and says that:

He is the General Manager and Corporate Officer of Inspire Digital Services PJM, LLC.

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

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

That the Applicant herein Inspire Digital Services PJM, LLC has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Inspire Digital Services PJM, LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

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

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



Signature of Affiant

Sworn and subscribed before me this ___ day of _____, 2020.

Signature of official administering oath

My commission expires _____.

APPLICATION AFFIDAVIT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

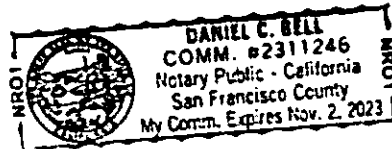

I, Andrew Meyer, being duly sworn, verify that the enclosed information for Inspire Digital Services PJM, LLC is true, correct, and complete to the best of my knowledge, information, and belief.



Andrew Meyer
General Manager and Corporate Officer
Inspire Digital Services PJM, LLC

Subscribed and sworn to before me on this 30 day of November, 2020, by Andrew H. Meyer, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature



Appendix B

OPERATIONS AFFIDAVIT

State of California :
 : ss.
County of Los Angeles :

Andrew Meyer, Affiant, being duly sworn according to law, deposes and says that:

He is the General Manager and Corporate Officer of Inspire Digital Services PJM, LLC

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

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

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

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

That Inspire Digital Services PJM, 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 ____ day of _____, 2020.

OPERATIONS AFFIDAVIT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

I, Andrew Meyer, being duly sworn, verify that the enclosed information for Inspire Digital Services PJM, LLC is true, correct, and complete to the best of my knowledge, information, and belief.



Andrew Meyer
General Manager and Corporate Officer
Inspire Digital Services PJM, LLC

Subscribed and sworn to before me on this 30 day of November, 2020, by Andrew Meyer, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature



Inspire Digital Services PJM, LLC
EGS Application

Attachment J

RECEIVED

DEC 09 2020

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Attachment J: Proof of Publication

AFFIDAVIT

Commonwealth of Pennsylvania :
County of Dauphin : ss.

Deanne M. O'Dell, Affiant, being duly sworn according to law, deposes and says:

That she is an authorized representative of Inspire Digital Services PJM, LLC;

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

That she certifies that she has caused the notice of the filing of Inspire Digital Services PJM, LLC's application to offer, render, furnish or supply Electricity or Electric Generation Services as a Marketer/Broker to be published in the following newspapers on the date shown:

The Philadelphia Daily News	November 27, 2020
Pittsburgh Post-Gazette	November 27, 2020
The Patriot-News	November 29, 2020
The Erie Times-News	December 1, 2020
The Scranton Times	November 25, 2020
Williamsport Sun-Gazette	November 27, 2020
The Johnstown Tribune Democrat	November 25, 2020

That she is submitting to the Commission the available proof of publication from each newspaper in which notice of the application filing was published. Additional proofs are still pending and will be filed as soon as they are received.

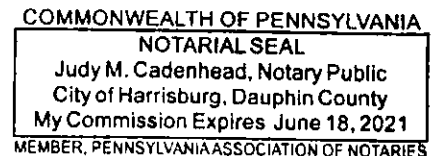
That the facts above set forth are true and correct to the best of her knowledge, information, and belief, and that she expects said Applicant to be able to prove the same at hearing.

Deanne M. O'Dell
Signature of Affiant
Deanne M. O'Dell, Esquire

Sworn and subscribed before me this 7th day of December, 2020.

Judy M. Cadenhead
Signature of official administering oath

My commission expires _____.



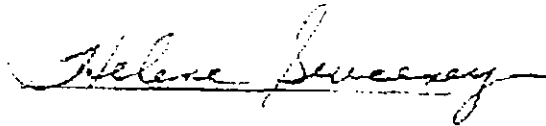
**Proof of Publication in The Philadelphia Daily News
Under Act. No 587, Approved May 16, 1929**

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:

November 27, 2020

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.

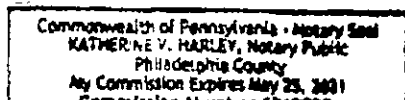


Sworn to and subscribed before me this 27th, day of
November, 2020.



Notary Public

My Commission Expires:



Copy of Notice of Publication

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Application of Inspire Digital Services PJM, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And A Marketer/Broker Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

Inspire Digital Services PJM, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license as a broker/marketer engaged in the business of supplying electricity services. Inspire Digital Services PJM, LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provisions of the 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 Inspire Digital Services PJM, 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 Inspire Digital Services PJM, LLC's attorney at the address listed below.

By and through Counsel:
Deanne M. O'Dell, Esquire
Eckert Seamans Corbin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
(717)237-6000 (phone)
(717)237-8019 (fax)

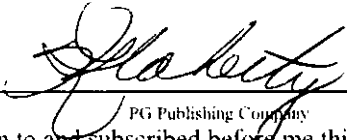
Proof of Publication of Notice in Pittsburgh Post-Gazette

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

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

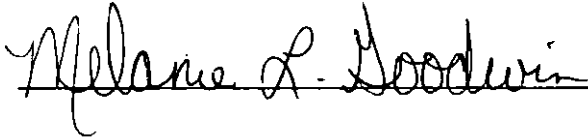
27 of November, 2020

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:
November 27, 2020



Commonwealth of Pennsylvania - Notary Seal
Melanie L. Goodwin, Notary Public
Allegheny County
My commission expires May 12, 2022
Commission number 1255781
Member, Pennsylvania Association of Notaries

STATEMENT OF ADVERTISING COSTS

ECKERT SEAMANS CHERIN & MELLOTT
213 Market St., 8th Floor
ATTN: Susan Longnaker
Harrisburg PA 17101

To PG Publishing Company

Total ----- \$403.00

Publisher's Receipt for Advertising Costs

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

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

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

By _____

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 Inspire Digital Services PJM, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And A Marketer/Broker Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania
Inspire Digital Services PJM, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license as a broker/marketer engaged in the business of supplying electricity services. Inspire Digital Services PJM, LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provisions of the 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 Inspire Digital Services PJM, 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 Inspire Digital Services PJM, LLC's attorney at the address listed below.

By and through Counsel:
Deanne M. Odell, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
(717)237-6000 (phone)
(717)237-6019 (fax)



AD#: 0009801178

Commonwealth of Pennsylvania,) ss
County of Cumberland)

Sheryl Leggore 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 11/29/2020


Principal Clerk of the Publisher

Commonwealth of Pennsylvania - Notary Seal
Crystal B. Rosensteel, Notary Public
Dauphin County
My commission expires June 27, 2024
Commission number 1299212
Member, Pennsylvania Association of Notaries

Sworn to and subscribed before me this 1st day of December 2020


Notary Public

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Application of Inspire Digital Services PJM, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And A Marketer/Broker Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

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**By and through Counsel:
Deanne M. O'Dell, Esquire
Eckert Seamans Cherin & Mellott,
LLC**

**213 Market Street, 8th Floor
Harrisburg, PA 17101
(717)237-6000 (phone)
(717)237-6019 (fax)**

RECEIVED

DEC 09 2020

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

ECKERT SEAMANS CHERIN & MELLOTT
213 MARKET ST
8th FLOOR
HARRISBURG PA 17101

REFERENCE: 110921 419498
PUC Notice

STATE OF PENNSYLVANIA)
COUNTY OF ERIE) SS:

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

PUBLISHED ON: 12/01/20

TOTAL COST: \$543.00 AD SPACE: 0 Lines

FILED ON: 12/01/20

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Application of Inspire Digital Services PJM, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And A Marketer/ Broker Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

Inspire Digital Services PJM, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license as a broker/marketer engaged in the business of supplying electricity services. Inspire Digital Services PJM, LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provisions of the 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 Inspire Digital Services PJM, 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 Inspire Digital Services PJM, LLC's attorney at the address listed below.

By and through Counsel:
Deanne M. O'Dell, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
(717) 237-6000 (phone)
(717) 237-8019 (fax)

EP-419498

Sworn to and subscribed before me this 2nd day of December 2020

Affiant: Lorri Stefanelli
NOTARY: Barbara J Moore

Commonwealth of Pennsylvania - Notary Seal
Barbara J. Moore, Notary Public
Erie County
My commission expires March 23, 2024
Commission number 1114860
Member, Pennsylvania Association of Notaries

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

ECKERT SEAMANS CHERIN & MELLOTT
JONATHAN W. COX, ESQUIRE
8TH FL 213 MARKET ST
HARRISBURG PA 17101

Account # 69991
Order # 82496623
Ad Price: 255.70

INSPIRE DIGITAL SERVICES

Sharon Venturi

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:

11/25/2020

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 Sharon Venturi

Sworn and subscribed to before me
this 25th day of November A.D., 2020

Kathleen Weaver
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Kathleen Weaver, Notary Public
City of Scranton, Lackawanna County
My Commission Expires June 14, 2021

RECEIVED

DEC 09 2020

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

LEGAL NOTICE

PENNSYLVANIA PUBLIC
UTILITY COMMISSION NOTICE

Application of Inspire Digital Services PJM, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And A Marketer/Broker Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

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By and through Counsel:
Deanne M. O'Dell, Esquire
Eckert Seamans Cherin &
Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
(717)237-6000 (phone)
(717)237-6019 (fax)

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

STATE OF PENNSYLVANIA

COUNTY OF LYCOMING

SS:

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

November 27, 2020

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

**PENNSYLVANIA
PUBLIC UTILITY
COMMISSION
NOTICE**

Application of Inspire Digital Services PJM, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And A Marketer/Broker Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

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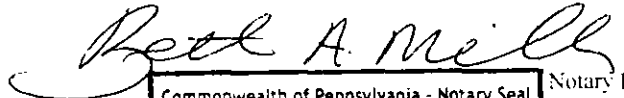
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Inspire Digital Services PJM, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of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

By and through Counsel:
Deanne M. O'Dell,
Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street,
8th Floor
Harrisburg, PA 17101
717-237-6000 (phone)
717-237-6019 (fax)


SUN-GAZETTE LLC

Sworn to and subscribed before me

The 3rd day of December 2020



Commonwealth of Pennsylvania - Notary Seal
BETH A MILLER - Notary Public
Lycoming County
My Commission Expires Jun 4, 2024
Commission Number 1297751

Notary Public

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette LLC, Dr.:

For publishing the notice attached

Hereto on the above state dates.....\$ 245.60

Probated same.....\$

Total.....\$ 245.60

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

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

RECEIVED

DEC 6 8 2020

SUN-GAZETTE LLC

BY Robert O. Rolley, Jr.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA }
 County of Cambria } SS

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
 Application of Inspire Digital Services PJM, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And A Marketer/Broker Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.
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By and through Counsel:
Deanne M. O'Dell, Esquire
Eckert Seamans Cherin & Mellott, LLC
 213 Market Street, 8th Floor
 Harrisburg, PA 17101
 (717)237-6000 (phone)
 (717)237-6019 (fax)

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 chart

On this 27th day of November A.D. 2020, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Sales Manager / Major Accounts of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863, County of Cambria, and Commonwealth of Pennsylvania and above matter published in said publication in the regular issues PA, on November 25, 2020; and that the Affiant is not advertising and that all of the allegations as to time, place and

Christine Marhefka

STATEMENT OF ADVERTISING COSTS

Signed and sworn to before me on 27th day of November, 2020, by Christine Marhefka making the statement.

Vivian Ohs

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

Commonwealth of Pennsylvania - Notary Seal
 Vivian Ohs, Notary Public
 Cambria County
 My commission expires December 6, 2024
 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.

RECEIVED

(Name of Newspaper)

By _____

PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU

RECEIVED

CERTIFICATE OF SERVICE

I hereby certify that this date I served a copy of Inspire Digital Services PJM, LLC's EGS Application (Public Version only) upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via First Class Mail

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

Department of Revenue
Bureau of Compliance
PO Box 281230
Harrisburg, PA 17128-1230

Office of the Small Business Advocate
Forum Place Building
555 Walnut Street, 1st Floor
Harrisburg, PA 17101

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

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

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

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

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

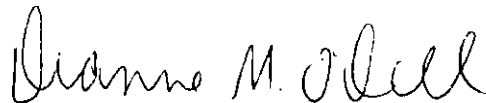
Met-Ed, Penelec, and Penn Power:
Legal Department First Energy
2800 Pottsville Pike
Reading PA, 19612

UGI 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
EGS Coordination
33 Austin Street
Wellsboro, PA 16901

Date: December 8, 2020



Deanne M. O'Dell

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DEC 9 2020

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DEANNE M ODELL ESQ
ECKERT SEAMANS, CHERIN & MELLOTT
213 MARKET ST
8TH FLR
HARRISBURG, PA 17101
UNITED STATES US

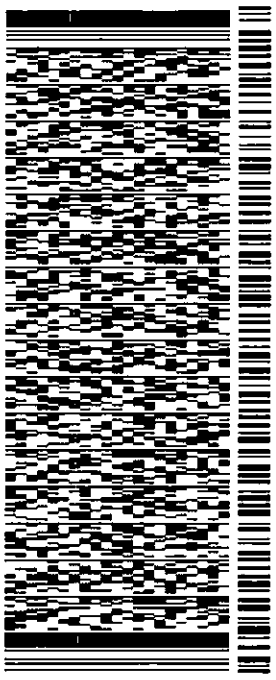
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TO ROSEMARY CHIAVETTA, SECRETARY

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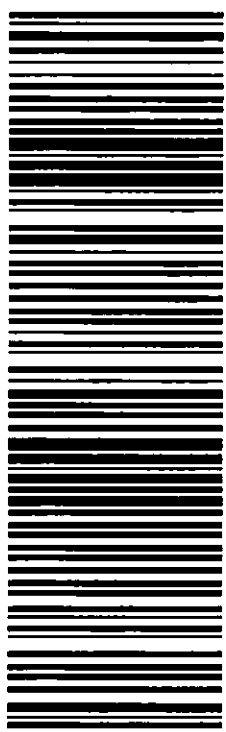


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