

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Power 2 Profit Energy Solutions Inc, d/b/a _____, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) [as specified in item #4b below] 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:

Power 2 Profit Energy Solutions Inc
400 Trade Center Suite 5900
Woburn, MA 01801
www.p2pes.com
phone: (631) 981-8100

- 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.

Corporate Creations Network Inc.
1001 State Street #1400
Erie, PA 16501
Erie County
(814) 209-0328

- 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.

Tony Manganello
400 Trade Center Suite 5900
Woburn, MA 01801
phone (631) 981-8100 x305 ; fax: (631) 883-8471
Tony.m@p2pes.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.

Applicant is not using an attorney

- 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.

Tony Manganello, Vice President
400 Trade Center Suite 5900
Woburn, MA 01801
phone (631) 981-8100 x305 ; fax (631) 883-8471 Tony.m@p2pes.com

Debra Sanabria, President
400 Trade Center Suite 5900
Woburn, MA 01801
phone 800 843-8312 fax (631) 883-8471
Debra.s@p2pes.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 attached

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.

Applicant has no affiliates

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

Applicant has no predecessors

4. OPERATIONS

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

Definitions

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

The Applicant is presently doing business in Pennsylvania as a

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

OR

The Applicant is not presently doing business in Pennsylvania.

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

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

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

Offer broker services to PA customers

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

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

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

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

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

Upon application approval

5. **COMPLIANCE**

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

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

Neither the applicant, any affiliate, predecessor or person identified in this application has been or currently is the defendant of a criminal or civil proceeding within the last 5 years.

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

- 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.

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

6. PROOF OF SERVICE

see attached

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

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

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

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

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

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.
 - 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 attached

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- applicant is a broker only

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

We are paid a fee from a winning supplier

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.

Jillian Fanelli, Accounting
400 Trade Center Suite 5900
Woburn, MA 01801
phone (631) 981-8100 x308 ; fax (631) 883-8471 Jillian@p2pes.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.

8. TECHNICAL FITNESS:

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

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

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

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

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

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

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

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

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 attached

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

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

9. DISCLOSURE STATEMENTS:

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

not applicable - applicant is broker only

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.



Electric Application page 14 Question D (oversight of marketing)

The company will not be engaging in any door to door or tele sales marketing. All marketing will be digital for residential customers and referral based for commercial & Industrial. All digital marketing will be performed by DeBlasio New Media Marketing DeBlasioMarketing.com (508) 944-6579

The Company will adhere to all major digital ad platform standards and ethical practices including the Commissions Uniform Business Practices Act. All marketing is directly overseen by the President and Vice President to ensure compliance

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. see attached
- 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 attached

12. NEWSPAPER PUBLICATIONS

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

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

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

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

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

(Example Publications are provided at Appendices K and L)

13. SIGNATURE

Applicant: Power 2 Profit Energy Solutions Inc
 By: *[Handwritten Signature]*
 Title: PRESIDENT

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: Power 2 Profit Energy Solutions Inc

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

Exhibit A

Business information

FILING RECEIPT

=====

ENTITY NAME: POWER 2 PROFIT ENERGY SOLUTIONS INC.

DOCUMENT TYPE: AMENDMENT (DOMESTIC BUSINESS)
NAME

COUNTY: SUFF

=====

FILED: 12/18/2009 DURATION: ***** CASH#: 091218000299 FILM #: 091218000260

FILER:

BLUMBERGEXCELSIOR CORPORATE
SERVICES INC.
52 SOUTH PEARL STREET, 2ND FLR
ALBANY, NY 12207

ADDRESS FOR PROCESS:

REGISTERED AGENT:



=====

SERVICE COMPANY: BLUMBERG/EXCELSIOR CORPORATE SERVICES

SERVICE CODE: 39

FEES 85.00

FILING 60.00
TAX 0.00
CERT 0.00
COPIES 0.00
HANDLING 25.00

PAYMENTS 85.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 85.00
OPAL 0.00
REFUND 0.00

=====

DOS-1025 (04/2007)

Certificate of Amendment

of

Certificate of Incorporation

of

POWER 2 PROFIT ENERGY SYSTEMS, INC.

Pursuant to Section 805 of the Business Corporation Law

IT IS HEREBY CERTIFIED:

FIRST: The name of the Corporation is POWER 2 PROFIT ENERGY SYSTEMS, INC. hereinafter referred to as the "Corporation".

SECOND: The Certificate of Incorporation was filed with the Department of State of the State of New York on June 3, 2009.

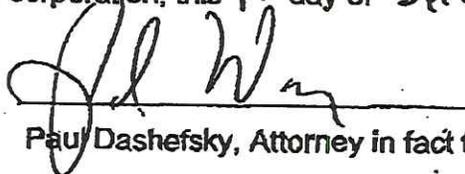
THIRD: The Certificate of Incorporation is hereby amended to effect the foregoing changes:

To amend Paragraph FIRST which sets forth the name of the corporation. Paragraph FIRST shall read as follows:

FIRST: The name of the corporation is: POWER 2 PROFIT ENERGY SOLUTIONS INC.

FOURTH: The amendment to the Certificate of Incorporation was authorized first by the board, followed by the holder/s of all outstanding shares entitled to vote thereon.

IN WITNESS WHEREOF, this Certificate of Amendment has been subscribed by the undersigned president of the corporation, this 17th day of December, 2009



Paul Dashefsky, Attorney in fact for
Anthony Manganello, President

Certificate of Amendment

of the

Certificate of Incorporation

of

POWER 2 PROFIT ENERGY SYSTEMS, INC.

Pursuant to Section 805 of the Business Corporation Law

BLU-39
DRAW DOWN

Filed By:
BLUMBERGEXCELSIOR CORPORATE SERVICES
52 S. PEARL ST. 2ND FL.
ALBANY, NY 12207

AGREEMENT OF SHAREHOLDERS

OF

POWER 2 PROFIT ENERGY SYSTEMS, INC.

AGREEMENT, dated the day of ,2009 by and between
DEBRA SANABRIA, residing at 14 Parsonage Road, East Setauket, New York 11733
and ANTHONY MANGANELLO, residing at 10 Paul Street, Pt. Jefferson Station,
New York 11776 (the aforesaid parties, together with all subsequent owners of the capital
stock of POWER 2 PROFIT ENERGY SYSTEMS, INC., being hereinafter referred to
collectively as "Shareholders" and individually as a "Shareholder"); and POWER 2
PROFIT ENERGY SYSTEMS, INC., a New York corporation, having its principal place
of business at 601 Portion Road, Suite 212, Lake Ronkonkoma, New York 11779 (the
"Corporation").

WITNESSETH:

WHEREAS, the Shareholders are the owners of the shares of the capital
stock of the Corporation listed in Exhibit A hereto, being all of the issued and outstanding
stock of the Corporation (said shares, together with any other shares of capital stock of
the Corporation hereafter issued and outstanding, being hereinafter referred to as the
"Shares"); and

WHEREAS, the parties hereto desire to set forth their agreement with
respect to the Shares, and the stockholders have concluded that it is in the best interest of
the Company to provide for continuity in control and management of the company and,

in connection therewith, to enter into certain agreements regarding the voting their shares of Common Stock and providing for certain restrictions on the transfer of their shares of Common Stock.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

No Shareholder shall, directly or indirectly, sell, donate, pledge, hypothecate, encumber or otherwise transfer all or any part of the Shares now or hereafter owned by him without complying with the provisions of this Agreement.

1. Restriction on Transfer of Shares

Notwithstanding any other provision of this Agreement to the contrary, no sale, donation, pledge, hypothecation, encumbrance or other transfer of Shares shall be recognized or deemed effective unless the transferee shall execute and agree to be bound by this Agreement.

Any sale, donation, pledge, hypothecation, encumbrance or other transfer which is not in compliance with the provisions of this Agreement shall be null and void, and shall not be recognized by the Corporation or the Shareholders, and the transferee shall not be entitled to vote any of the shares of the Corporation, nor receive any dividends, profits or other distributions, nor shall the transferee have any other rights as a

Shareholder of the Corporation.

2. Voluntary Transfers Of Shares

In no event may any Shareholder sell, donate, pledge, hypothecate, encumber or otherwise transfer less than all of his Shares.

If a Shareholder desires to sell or transfer all of his Shares, such Shareholder (the "offeror") shall give written notice thereof to the other Shareholders and the Corporation (the "offeror's notice"), which offeror's notice shall specify the terms of the outside offer, including:

(i) the number of shares of Stock to be sold by the Selling Stockholder; (ii) the proposed purchase price per share for the Offered Shares; (iii) the name and address of the Proposed Transferee; and (iv) all other terms and conditions of the outside offer. The offeror's notice also shall contain an offer to sell such Shares to the other Shareholders and the Corporation, in accordance with the provisions of this Article 2. The Offeror's Notice shall constitute an irrevocable offer by the Selling Stockholder to sell to the Company and the Stockholders, the offered shares at the offer price.

For a period of sixty days after receipt of offeror's notice (the "initial option period"), the other Shareholders, or any of them, shall have the right to purchase all or any part of the Shares offered for the price and upon the terms and conditions provided in this Article 2, by giving notice of intention to purchase to the offeror, the other Shareholders and the Corporation within the initial option period.

Each of the other Shareholders shall have the right to purchase that portion of the Shares offered as the number of Shares owned by each bears to the total number of Shares owned by all of the Shareholders (other than the offeror). If a Shareholder does not elect to purchase his full portion of said Shares before the expiration of the initial option period, the remaining Shareholders shall have the right to purchase, in the aforesaid proportions, all of the Shares not purchased by giving notice of intention to purchase to the offeror and all other parties hereto on or before the date which is twenty days after the expiration of the initial option period.

The Corporation shall have the right to purchase all of the Shares not purchased by the Shareholders, by giving notice of intention to purchase to the offeror and all other parties hereto within thirty days after the expiration of the initial option period.

The purchase price for each of the Shares purchased by the other Shareholders or the Corporation pursuant to the options provided in this Article 2 shall be the lesser of the purchase price set forth in the offeror's notice or the purchase price determined in accordance with the provisions of Article 6 below.

The following terms and conditions shall apply to the purchase of any Shares pursuant to the options provided in this Article 2:

(a) Not less than **50 percent** of the purchase price of the Shares shall be paid in cash or by certified check by the purchasers to the offeror within ten days after the date on which the notice of intention to purchase was given by the purchasers.

(b) Any balance of the purchase price shall be paid to the offeror in cash or by certified check, or, at the option of the purchasers, in consecutive equal monthly

installments, with the first installment to be due thirty days after the notice of intention to purchase was given by the purchasers, and with each subsequent installment to be due on the same day of each succeeding month. This obligation shall be evidenced by a negotiable installment note to the order of the offeror providing for: (i) interest at the rate of 9 percent per annum on the unpaid principal balance; (ii) the right of prepayment without penalty; and (iii) acceleration of the entire unpaid principal balance in the event of a default in the payment of principal or interest for more than ten days after written notice and demand. Said installment note shall be executed and delivered by the purchasers simultaneously with the payment provided for in clause (a) above.

(c) Upon receipt of the cash payment and the installment note, if any, required in clauses (a) and (b) above, the offeror shall deliver to the Corporation the certificate(s) evidencing the Shares of the offeror, with any other instruments required by the Corporation, so that full and complete title to the Shares can be transferred on the books of the Corporation.

(d) If Shares of the offeror have been purchased by delivery of an installment note, then, after the Shares have been transferred as provided in clause (c), the new certificate for said Shares shall be delivered by the Corporation to the offeror to be held as collateral security for payment of the installment note. If the purchasers are not in default under the installment note, the purchasers shall be entitled to vote said Shares and to receive all dividends payable thereon. Upon payment of all indebtedness evidenced by the installment note, the new certificates for said Shares shall be delivered to the purchasers.

If the other Shareholders and the Corporation do not elect to purchase all of the Shares which are the subject of the offeror's notice, the offeror may sell, donate, pledge, hypothecate, encumber or otherwise transfer the Shares not purchased to the transferee designated in offeror's notice, for the consideration and upon the terms and conditions set forth therein, but not otherwise. If the transfer of all Shares is not completed within sixty days after the expiration of the aforesaid options, such Shares may not thereafter be transferred unless they again are offered to the other Shareholders and the Corporation in accordance with this Article 2.

If the Shares of any Shareholder are involuntarily transferred to a pledgee, judgment creditor, assignee for the benefit of creditors, receiver, trustee in bankruptcy or other person, such transfer shall be deemed to constitute a notice to the other Shareholders and the Corporation, as of the date of such transfer offering to sell all of the Shares effected upon the terms and conditions provided in this Article 2 for a price determined in accordance with the provisions of Article 6 hereof. No pledgee, judgment creditor, assignee for the benefit of creditors, receiver, trustee in bankruptcy or other holder of Shares, without regard to the manner of acquisition of the Shares or the nature of the interest therein, shall sell, donate, pledge, hypothecate, encumber or otherwise transfer any Shares without complying with the provisions of this Agreement in the same manner as if such holder or person asserting the interest in such Shares was named as a Shareholder herein.

3. Death of a Shareholder

Within 60 days after the appointment and qualification of the legal representative or representatives of a deceased Shareholder, or within 120 days after the date of death of a deceased Shareholder if no such legal representative is appointed, such legal representative or representatives or the heirs, distributees or beneficiaries of the deceased Shareholder, as the case may be, and each successor in interest to the Shares of the deceased Shareholder, shall sell to the other Shareholders all of the Shares of the deceased Shareholder. Each of the other Shareholders shall purchase that portion of the Shares of the deceased Shareholder as the number of Shares owned by each bears to the total number of Shares owned by all of the Shareholders (other than the deceased Shareholder).

The purchase price for each of the Shares purchased pursuant to this Article 3 shall be determined in accordance with the provisions of Article 6 below.

4. Purchase Price

For purposes of purchases of Shares pursuant to the provisions of this Agreement, the purchase price for each Share shall be the fair value of each Share as determined pursuant to this Article 4.

Within sixty days after the end of each fiscal year of the Corporation, the parties hereto (including any successors in interest) shall determine the fair value of each Share for the then current fiscal year, and shall execute a certificate of valuation, substantially in the form annexed hereto, setting forth said fair value. The parties hereto at any time may execute a new certificate of valuation, revising the fair value of each Share. The most recent certificate of valuation, duly executed by the parties, shall supersede all prior certificates of valuation. The fair value of each Share as redetermined from time to time shall take into account the tangible and intangible assets of the Corporation, including good will and other relevant factors, and liabilities of the Corporation.

If the parties hereto fail to re-determine the fair value of each Share within sixty days after any fiscal year, the fair value of each Share for the purpose of establishing the purchase price hereunder shall be as agreed upon by the seller and purchaser of the Shares. If they are unable to agree upon the fair value fifteen days prior to the date of the purchase, then the fair value of each Share shall be determined by appraisal as follows:

(a) Not less than ten days prior to the date of the purchase, the seller of the Shares shall appoint one appraiser, and the purchaser or purchasers of the Shares shall appoint one appraiser.

(b) If either the seller or the purchaser (or purchasers) shall fail to appoint an appraiser, the appraiser appointed by the other shall determine the fair value of each Share.

(c) If the two appraisers appointed by the seller and the purchaser (or purchasers) shall fail to agree upon the fair value of the Shares five days prior to the date of the purchase, the two appraisers shall appoint a third appraiser, and the determination of the majority of the appraisers shall be binding upon all parties.

(d) All costs of any such appraisal shall be borne equally by the seller and the purchaser (or purchasers) of the Shares.

5. Actions Requiring Board Approval

The following actions shall be taken by the Corporation only after the unanimous approval of the Board of Directors of the Corporation:

(a) an amendment of the Certificate of Incorporation or By-laws of the Corporation;

(b) the purchase of any interest in the stock, assets or business of any corporation, partnership or other entity other than in the ordinary course of business;

(c) the selection or discharge of the officers of the Corporation;

(d) the merger, consolidation, dissolution, liquidation or cessation of business activities of the Corporation;

(e) the entering into, modification or termination of any lease, contract or agreement with a term of one year or more;

(f) the sale, purchase, transfer, hypothecation or lease of any asset other than in the ordinary course of business;

(g) the borrowing of money;

- (h) the making by the Corporation of any loan or advance to any person, corporation, partnership or other entity;
- (I) the guaranty of any obligation or debt of any third party;
- (j) the making of any capital expenditure of \$10,000 or more;
- (k) the making of capital expenditures which aggregate \$50,000 or more within any fiscal year;
- (l) the declaration or payment of dividends or distributions upon the Shares, unless otherwise provided for in this Agreement;

6. Officers And Directors

The Shareholders shall vote their Shares and otherwise act so as to provide that the directors of the Corporation shall be two in number, consisting of DEBRA SANABRIA and ANTHONY MANGANELLO, and that the officers of the Corporation shall be:

President: DEBRA SANABRIA Vice President: ANTHONY
MANGANELLO Treasurer: DEBRA SANABRIA Secretary: ANTHONY
MANGANELLO

If any director or officer of the Corporation shall cease to be a Shareholder, he shall be deemed to have thereby tendered his resignation as such director or officer. Any directorship or office so vacated shall be filled by a person designated by the successor in interest of the former Shareholder, provided such successor in interest

acquired its Shares in compliance with this Agreement.

Except as otherwise provided in this Agreement, each officer and director of the Corporation shall devote such time and attention to the business of the Corporation as he deems advisable, and shall receive for his services to the Corporation such compensation as the Board of Directors of the Corporation from time to time may determine.

Each officer and director shall receive such compensation as the Board of Directors from time to time may authorize and shall be reimbursed by the Corporation for reasonable expenses incurred in furthering the business of the Corporation, provided said expenses are supported by proper vouchers.

7. Corporate Books And Records

The Corporation shall maintain true, complete and accurate records and books of account. All books and records of the Corporation shall at all times be made accessible and available to the parties hereto and their duly authorized representatives, for examination during reasonable hours, provided that reasonable notice of a party's intention to exercise such rights is given to the Corporation.

8. Transactions With The Corporation

No director or officer of the Corporation shall be disqualified by such directorship or office from dealing or contracting with the Corporation as vendor, purchaser or otherwise. No contract, transaction or act of the Corporation shall be void or voidable or affected by reason of the fact that any such director or officer, or any person, corporation, partnership or other entity in which any such director or officer has an interest or is an officer, director, stockholder or employee, whether or not such interest is adverse to the Corporation. No director or officer having such interest shall be liable to the Corporation or to any Shareholder, or creditor thereof, or to any other person or entity, for any loss incurred by it under or by reason of any such contract, transaction or act; nor shall any such director or officer be accountable for any gains or profits realized thereon. Nothing in this Article 8 shall be deemed or construed to protect any director or officer of the Corporation against any liability to the Corporation or the holders of its Shares to which he would otherwise be subject by reason of willful misfeasance, fraud, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his directorship or office.

9. Covenant Not To Compete

Each of the Shareholders, and Frank Monroig, covenants and agrees not to establish, open, be engaged in, nor in any manner whatsoever become interested,

directly or indirectly, as employee, owner, partner, agent, stockholder, director or officer, or otherwise, in any business, trade or occupation which competes with the business of the Corporation for the period and within the area hereinafter set forth.

The foregoing covenant not to compete shall remain in full force and effect for all of the following time periods: (a) during the entire time that such Shareholder is employed by the Corporation, including any periods of temporary or permanent disability; and (b) during the entire time that such Shareholder is the record owner or beneficial owner of any Shares of the Corporation; and (c) for a period of five years after their retirement from or termination of employment by the Corporation; and (d) for a period of five years after the sale or other disposition of all of such Shareholder's Shares of the Corporation.

The foregoing covenant not to compete shall be effective within the following geographical area: **Nassau and Suffolk Counties. Additionally, the covenant not to compete shall include having direct business relations with then existing clients.**

Notwithstanding the foregoing, this Article shall not prevent any party hereto from owning up to five percent of the stock of any corporation, whether or not it competes with the Corporation, provided that the shares of such corporation are publicly traded on the American Stock Exchange, New York Stock Exchange, NASDAQ, Over The Counter, or other organized and generally recognized stock exchange.

Notwithstanding anything to the contrary contained in this Agreement, any

party hereto may apply to a court of equity or other court of competent jurisdiction for injunctive relief to enforce this Article and/or to obtain monetary damages by reason of a breach of this Article.

10. Issuance Of New Shares Prohibited

It is the intention and agreement of the parties that their respective interests in the Corporation shall not be diluted by the issuance or sale of new Shares. Accordingly, the Corporation shall not issue or sell any additional stock after the date hereof, whether by way of original issue or sale of treasury shares, without the prior written consent of all of the Shareholders.

11. Legend On Certificates

Every certificate representing the Shares shall bear the following legend:

The stock represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of that certain Agreement of Shareholders, dated as of _____, 2009, to which the Corporation and its Shareholders are parties, a copy of which Agreement of Shareholders is on file at the principal office of the Corporation.

The Shareholders agree to promptly deliver to the appropriate officer

of the Corporation any certificates previously issued for the purpose of adding the foregoing legend thereto.

12. Notices

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given when delivered by hand, by FAX or telex, or by registered or certified mail, return receipt requested, with postage prepaid, to the party or parties to whom such notice is intended to be given at the address of such party first above written or such other address as such party may designate by notice given hereunder.

13. Corporate Debt

. Each shareholder shall be personally responsible for all corporate debt whether incurred prior to or after the execution of this agreement. Each shareholder's responsibility shall be equal to the percentage of his ownership. All shareholders agree to indemnify any shareholder who shall have to make payment to satisfy any corporate debt. All fees expended including reasonable attorneys fees to collect such indemnification shall be recoverable by the party seeking indemnification. Lines of credit and other corporate loans shall be considered corporate debt. Permission to become shareholders of the corporation shall be good and valuable consideration for the responsibility of debt incurred prior to any shareholder's corporate ownership.

14. Miscellaneous

1. 14.1 Governing Law; Consent to Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without giving effect to the choice of law principles thereof.
2. 14.2 Invalidity of Provision. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction
3. 14.3 Number and Gender. Wherever appropriate, the singular shall include the plural, and vice versa, and the male gender shall include the female and neuter.
4. 13.4 Headings; Execution in Counterparts. The headings and captions contained herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
5. 13.5 Writing Requirement. This Agreement may be terminated, waived or modified only by a written agreement executed by the party against which enforcement of such termination, waiver or modification is sought.
6. 13.6 Waiver. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of a party's right to demand strict performance of all of the terms of this

Agreement, nor shall it constitute a waiver of any subsequent breach of any provision of this Agreement.

1. 13.7 Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior written agreements and negotiations and oral understandings, if any, with respect thereto.
2. 13.8 Inspection. The Corporation agrees that a copy of this Agreement shall be kept at the principal office of the Corporation, for inspection by the Shareholders. Any Shareholder shall have the right to inspect said copy of this Agreement and the books and records of the Corporation at reasonable times after reasonable notice.
3. 13.9 Board of Directors Approval. The execution and performance of this Agreement has been duly authorized and approved by the Board of Directors of the Corporation.

13.10 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, executors, administrators, successors and permitted assigns. The rights and obligations arising from this Agreement shall be transferred in connection with the transfer by a Stockholder to any person of any shares of Stock in compliance with this Agreement, and any such person shall conclusively be deemed to have agreed to be bound by this Agreement. This Agreement shall apply to all stock and equity securities of the Corporation now or hereafter acquired by the Shareholders or any of their successors in interest.

IN WITNESS WHEREOF, this Stockholders' Agreement has been executed by or on behalf of each of the parties hereto on the date first above written.

POWER 2 PROFIT ENERGY SYSTEMS, INC.

By:

Anthony MANGANELLO

Name:

[Handwritten Signature]

Title:

V.P.

STOCKHOLDERS

DEBRA SANABRIA ANTHONY MANGANELLO

[Handwritten Signatures]

FRANK MONROIG (Non-stockholder party)

[Handwritten Signature]

EXHIBIT A

SHARES OWNED BY THE SHAREHOLDERS

Name of Shareholder	Number of Shares	Certificate Number
DEBRA SANABRIA	65	1
ANTHONY MANGANELLO	35	2

CERTIFICATE OF VALUATION

We, the undersigned, being all of the Shareholders of POWER 2 PROFIT ENERGY SYSTEMS, INC., (the Corporation) do hereby agree and certify that the value of each outstanding share of stock of the Corporation is \$ as of the date hereof.

This certificate may be executed by the Shareholders in multiple counterparts.

Dated:

In the presence of: STATE OF NEW YORK, COUNTY OF SUFFOLK, SS.:

On the day of _____, 2009, before me personally came DEBRA SANABRIA, to me known, who being duly sworn, did depose and say that she resides at 14 Parsonage Road, East Setauket, New York; that she is the President and shareholder of POWER 2 PROFIT ENERGY SYSTEMS, INC., the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by the order of the board of directors of the said corporation.

Notary Public STATE OF NEW YORK, COUNTY OF SUFFOLK, SS.:

On the day of _____, 2009, before me personally came ANTHONY MANGANELLO, to me known, who being duly sworn, did depose and say that he resides at 10 Paul Street, Pt. Jefferson Station, New York; that he is the Vice President and shareholder of POWER 2 PROFIT ENERGY SYSTEMS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by the order of the board of directors of the said corporation.

Notary Public STATE OF NEW YORK, COUNTY OF SUFFOLK, SS.:

On the day of _____, 2009, before me personally came FRANK MONROIG, to me known, who being duly sworn, did depose and say that he resides at 14 Parsonage Road, East Setauket, New York; and that he signed his name thereto.

Corporations ▾ Search Business Entities (corpsearch.aspx) Search UCC Transactions (uccsearch.aspx) Forms ▾

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Order Business Documents

Date: 10/19/2020

Business Name History

Name	Name Type
Power 2 Profit Energy Solutions Inc	Current Name

Business Entity Details Officers

Name	Power 2 Profit Energy Solutions Inc
Entity Number	7131609
Entity Type	Business Corporation
Status	Active
Citizenship	Foreign
Entity Creation Date	09/18/2020
Effective Date	09/18/2020
State Of Inc	NY
Address	%CORPORATE CREATIONS NETWORK INC. Erie

Filed Documents

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Officer List

Debra Sanabria
President, Ownership 65%
14 Parsonage Rd
E Setauket, NY 11733

Anthony Manganello
Vice President, Ownership 35%
35 Lincoln St
Reading, MA 01867

Exhibit B

Proof of Service

Appendix C

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

CERTIFICATE OF SERVICE

On this the 23 day of June 2021, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

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

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

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

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

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

Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

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

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

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

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

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

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

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

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

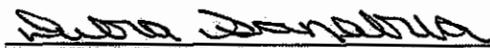

Power 2 Profit Energy Solutions Inc

Exhibit C

Bond

Original sent directly to PA PUC

Exhibit D

Financial Fitness

Confidential-Sent directly to PA PUC

Exhibit E

Tax Certification- sent directly to PA PUC

Exhibit F

Technical Fitness



Officer List

Debra Sanabria
President, Ownership 65%
14 Parsonage Rd
E Setauket, NY 11733

Anthony Manganello
Vice President, Ownership 35%
35 Lincoln St
Reading, MA 01867

Debra Sanabria
14 Parsonage Rd
E. Setauket, NY 11733
(631) 918-2149
Debra.s@p2pes.com

Qualifications:

Over 25 years of business & management experience within four different industries.
Electricity & Natural Gas Operations.
Aerospace & Defense Logistics & Government Contracting.
Real Estate Mortgage Planning & Financing
Financial Planning in the Equity & Bond Markets
Extensive knowledge of Microsoft Excel, Word, Outlook, QuickBooks, & other related software.

Education:

Frances Lewis HS Queens, NY
Drake Business School NY, NY
Series 6, Series 7 & Series 63 Financial Advisor License

Experience:

2009-Present

Power 2 Profit Energy Solutions Inc.

President, NY, MA, NJ, CT

Founding member responsible for all start up power & gas operations. Primary role as Chief Risk Officer to execute business plan & enter new deregulated energy markets.

2005-2009

J&K Electronics, Inc DBA M3-Technology

Vice President, Yaphank, NY

Restructured & departmentalized the entire organization. Hired & trained management for business plan in direct support of the war fighter initiative in Iraq & Afghanistan.

2002-2005

South Shore Mortgage

Operations Manager, Hauppauge, NY

Managed the day to day operations of the company's back office, financial instruments order flow & compliance.

1998-2002

UBS Pain Webber

Financial Advisor, Smithtown, NY

Retail financial planning in the equity & bond markets

Anthony Manganello
35 Lincoln St
Reading, MA 01867
(631) 358-2430
Tony.m@p2pes.com

Qualifications:

Over 20 years of business experience within progressively responsible roles
Electricity & Natural Gas Operations, Sales, Purchasing, Stock Liquidation & Government
Contracting
Extensive knowledge of Microsoft Excel, Word, Outlook, & multiple industry specific Software
Platforms.

Education:

Centereach High School, Centereach, NY

Experience:

2009-Present

Power 2 Profit Energy Solutions Inc.

Vice President, NY, MA, NJ, CT

Founding member responsible for business development and back office power & gas operations
including all pricing product development in addition to primary role as Northeast Regional Rep
for all outside agents.

1998-2009

J&K Electronics, Inc DBA M3-Technology

Managing Director, Yaphank, NY

Primary role business development for Government contracting, secondary role training new
hires for sales & purchasing agents in direct support of the war fighter providing logistical
support for electronic components & military hardware

1995-1998

Gemcap Components Inc.

Account Executive, Port Jefferson Station, NY

Managed OEM & Government agency accounts with sales & procurement responsibilities.

Responsible for new business & pricing mechanisms development to increase margins. Created
procedures for maintaining & creating new business relationships.



Company Profile

Power 2 Profit Energy Solutions Inc. (P2P) is an Electricity & Natural Gas Risk Management Company. The Company has been providing these services to Commercial & Industrial end users since 2009. These services include:

1. Wholesale Electricity Trading
2. Wholesale Natural Gas Trading
3. Power & Gas Contract Negotiations
4. Power Purchase Agreements
5. Utility Bill Analysis & Benchmarking
6. Aggregation
7. Energy Advisory Consulting Services

The Company provides these services from our in house professional energy buyers. The Company achieves this through our affiliations with Shell, BP, NRG & EDF. These global entities provide the counterparty trading platform in which we operate on behalf of our clients.

The Company has extensive knowledge in negotiating rate, terms & conditions relating to Commercial/Industrial Power & Gas Agreements. The Company has also been successful in creating new cutting edge products & Power Purchase Agreements that benefit our diversified clients' individual needs.

The Company provides complete Utility Bill Analysis to quickly identify any discrepancies. These discrepancies include items such as time of use charges, capacity pass through charges, incorrect Tax classifications, incorrect Utility Zonal area classifications & renewable energy/zero emission standards pass through charges. The company also provides a weighted average cost of energy Benchmark for true rate comparisons.

The Company has been successful in Aggregation for our National clients who consume energy in multiple geographical locations. This Aggregation provides these large energy consumers best rate & terms in all applicable markets.

The Company also provides a wide range of Energy Advisory Services that include, but are not limited to Solar, Co Gen, Wind, Lighting and Building Envelope projects.

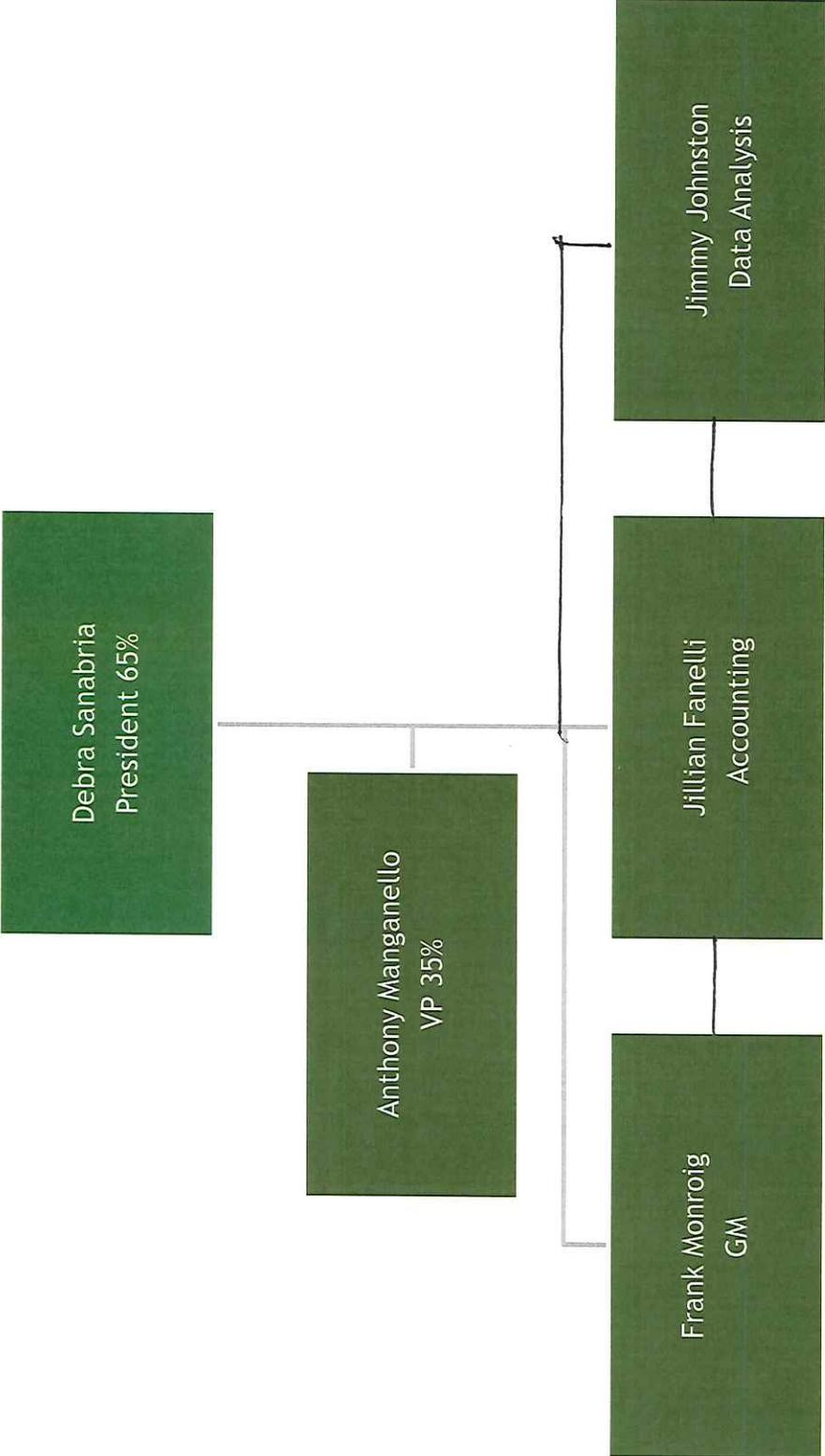


P2P Experience

The company ownership has over 11 years of energy executive experience that includes:

1. Wholesale electricity trading
2. Wholesale natural trading
3. Power & gas contract negotiations
4. Power purchase agreements
5. Aggregation
6. Utility bill analysis & benchmarking
7. Energy efficiency & green energy consulting services

P2P Energy Organization Chart





Business Licenses Detail Report

Entity	Jurisdiction	License	Number	Department	Frequency	Renewal	Filed / Approved	Status
Power 2 Profit Energy Solutions Inc. (IL)	State of Illinois	Electric Broker License	P02021-0083	Commerce Commission	Every Year	03/31/2022	1/28/2021 3/3/2021	Complete
Power 2 Profit Energy Solutions Inc. (MA)	State of Massachusetts	Electric Broker License	EB-521	Department of Public Utilities	Every Year	07/01/2021	7/13/2020 9/4/2020	Complete
Power 2 Profit Energy Solutions Inc. (MA)	State of Massachusetts	Natural Gas Broker License	RA-264	Department of Public Utilities	Every Year	07/01/2021	8/19/2020 11/6/2020	Complete
Power 2 Profit Energy Solutions Inc. (NJ)	State of New Jersey	Energy Broker License	EA-0570, PA-0240, EC-0187	Board of Public Utilities	Every Year	11/17/2021	7/2/2020 1/14/2021	Complete



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

KATHLEEN A. THEOHARIDES
SECRETARY OF ENERGY
AND ENVIRONMENTAL AFFAIRS

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

MATTHEW H. NELSON
CHAIR

ROBERT E. HAYDEN
COMMISSIONER

CECILE M. FRASER
COMMISSIONER

September 3, 2020

Anthony Manganello, VP
P2P Energy
400 Trade Center, Suite 5900
Woburn, MA 01801

Re: Electricity Broker Application

Dear Mr. Manganello,

The Department of Public Utilities ("Department") has reviewed P2P Energy's application for an Electricity Broker license in the Commonwealth of Massachusetts and is pleased to inform you that the Department has approved your application. Please find enclosed a copy of your approved application. Your license number is EB-521.

As a condition of maintaining this license, P2P Energy must file updated information within 30 days of any material or organic change in the information required by 220 C.M.R. § 11.05(2), and must comply with all relevant requirements of G.L. c. 164 and the regulations promulgated thereunder, including 220 C.M.R. §§ 11.00, 12.00 *et seq.* If you decide to request renewal of your license next year, please submit your renewal application no later than July 1, 2021.



Sincerely,


Mark D. Marini, Secretary

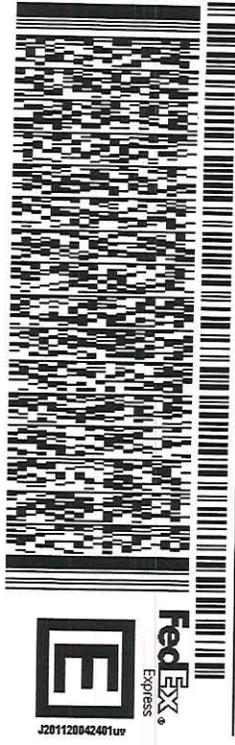
ORIGIN:DNESA (800) 292-0909
 LICENSE:OGIX, LLC
 DAVID YOUNG
 140 GRAND STREET
 SUITE 300
 WHITE PLAINS, NY 10601
 UNITED STATES US

SHIP DATE: 13 JUL 20
 ACTWGT: 0.10 LB
 CAD: 103000896/NET4220

BILL SENDER

TO MA DEPARTMENT OF PUBLIC UTILITIES
 ONE SOUTH STATION, 5TH FLOOR

BOSTON MA 02110
 (617) 305-3500
 REF: POWER2.PROFIT.ENERGY.SOLUTION
 DEPT:



TRK# 7709 4181 2554
 0201
 WED - 15 JUL 4:30P
 ** 2DAY **

SE LWMA
 MA-US 02110 BOS

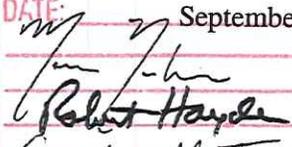
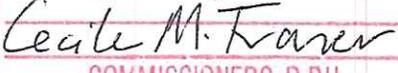

56BJ3/C6A6/FE4A

After printing this label:

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

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

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

APPROVED
 DATE: September 2, 2020


 COMMISSIONERS, D.P.U.



The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES
ONE SOUTH STATION, 5TH FLOOR
BOSTON, MASSACHUSETTS 02110
617-305-3500

Electricity broker license application - new 220 CMR 11.05

Submit an original paper copy to: Secretary Mark D. Marini, One South Station, 5th floor, Boston, MA 02110. Include all required attachments (e.g. training certificate) with this application, and clearly indicate which question the attachment is associated with. Include a check in the amount of \$100.00, payable to the Commonwealth of Massachusetts. Submit an electronic copy of the application to: dpu.electricsupply@mass.gov and andrew.w.strumfels@mass.gov. Applicant must file a license renewal application annually.

I. GENERAL BUSINESS INFORMATION

1. Legal name of applicant: Power 2 Profit Energy Solutions Inc
Doing business as (D/B/A): P2P Energy
2. Business address: 400 Trade Center Suite 5900 Woburn MA 01801
3. If a corporation, association, or partnership:
 - (a) Organized under the laws of which state: NY
 - (b) Date of organization: JUNE 03, 2009
 - (c) Attach a copy of the articles of incorporation, association, partnership agreement or other document regarding legal organization.
 - (d) Attach a copy of the by-laws, if applicable.
4. Name and title of all officers and directors, partners, or other similar officials (add additional rows as necessary):

Name	Title
Anthony Manganello	VP
Debra Sanabria	President



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

KATHLEEN A. THEOHARIDES
SECRETARY OF ENERGY
AND ENVIRONMENTAL AFFAIRS

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

MATTHEW H. NELSON
CHAIR

ROBERT E. HAYDEN
COMMISSIONER

CECILE M. FRASER
COMMISSIONER

November 6, 2020

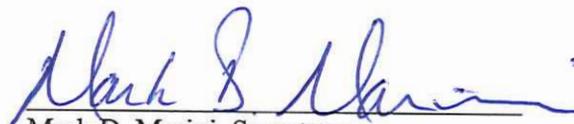
Robine Guillaume
Power 2 Profit Energy Solutions Inc.
140 Grand Street, Suite 300
White Plains, NY 10601

Ms. Guillaume,

The Department of Public Utilities has reviewed Power 2 Profit Energy Solutions Inc. d/b/a P2P Energy's ("P2P") application for a Gas Retail Agent license to serve residential and commercial and industrial customers in the Commonwealth of Massachusetts. I am pleased to inform you that the application has been approved. P2P's license number is **RA-264**.

As a condition of maintaining its license, P2P must file updated information within 30 days of any material change in the information required by 220 CMR 14.04(2), and must comply with all relevant requirements of G.L. c. 164 and the regulations thereunder, including 220 CMR 12.00, 14.00. If you decide to request renewal of P2P's license next year, please submit a renewal application no later than July 1, 2021.

Sincerely,


Mark D. Marini, Secretary



August 19, 2020

Massachusetts Department of Public Utilities
Attn: Secretary Mark D. Marini
One South Station, 5th Floor
Boston, MA 02110



Re: **Power 2 Profit Energy Solutions Inc.**
Gas Retail Agent License Application for New Applicants

To Whom It May Concern:

Enclosed please find an original application for **Gas Retail Agent License Application for New Applicants** for our client, **Power 2 Profit Energy Solutions Inc.** Once the application has been processed, please forward evidence of approval to the mailing address on the application. If there is any issue, or if you require any further information, please do not hesitate to contact us.

Thank you,

LicenseLogix
Robine Guillaume
140 Grand Street, Suite 300
White Plains, NY 10601
service@licenselogix.com
(800) 292-0909 x320

State of New Jersey



Board of Public Utilities

44 South Clinton Avenue, 3rd Floor, Suite 314, P.O. Box 350, Trenton, New Jersey 08625-0350

HEREBY REGISTERS

Power 2 Profit Energy Solutions Inc d/b/a P2P Energy

1 Meadowlands Plaza Suite 200
East Rutherford, New Jersey 07073

To conduct business in the State of New Jersey as an

Energy Agent

Aida Camacho-Welch
Secretary to the Board

Registration No. EA-0570
Effective Date: August 7, 2019
Expiration Date: August 6, 2020



Philip D. Murphy
Governor

Sheila Y. Oliver
Lt. Governor

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

Joseph L. Fiordaliso
President

Mary-Anna Holden
Commissioner

Dianne Solomon
Commissioner

Upendra Chivukula
Commissioner

Bob Gordon
Commissioner

November 18, 2020

Anthony Manganello, Vice President
Power 2 Profit Energy Solutions Inc.
d/b/a P2P Energy
1 Meadowlands Plaza, Suite 200
East Rutherford, NJ 07073

Re: **Energy Agent, Private Aggregator and/or Energy Consultant Renewal Registration**
Docket Nos. EE20070495L and GE20070496L

Dear Mr. Manganello:

In accordance with the Electric Discount and Energy Competition Act of 1999, N.J.S.A. 48:3-49 et seq., at its November 18, 2020 Agenda meeting, the New Jersey Board of Public Utilities renewed the **REGISTRATION**, number EA-0570, PA-0240 and EC-0187 as an Energy Agent, Private Aggregator and Energy Consultant issued to Power 2 Profit Energy Solutions Inc. d/b/a P2P Energy.

This registration is effective November 18, 2020 and will expire on November 17, 2021. This registration and the rights thereunder are **Non-Transferable.**

This letter is not an endorsement of, nor is it intended for use in, the marketing promotions of the registrant. Registrants shall comply with all applicable law, including the Electric Discount and Energy Competition Act, which prohibits the unauthorized change of a customer's energy provider and other fraudulent and illegal marketing activities.

If you have any questions, please contact Valencia Hunt at (609) 292-0637.

Sincerely,

Aida Camacho-Welch
Secretary of the Board

ACW/vch

STATE OF ILLINOIS



ILLINOIS COMMERCE COMMISSION

March 4, 2021

Power 2 Profit Energy Solutions Inc.

Application for Licensure of Agents, Brokers
and Consultants under Section 16-115C of
the Public Utilities Act.

21-0083

SERVED ELECTRONICALLY

NOTICE OF SERVICE

TO ALL PARTIES OF INTEREST:

I hereby certify, as Chief Clerk of the Illinois Commerce Commission, that on March 4, 2021, a copy of the attached Order of the Illinois Commerce Commission dated March 4, 2021 was served electronically on all parties on the service list.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth A. Rolando".

Elizabeth A. Rolando
Chief Clerk

EAR:sc

Service List

Sophia Markowska
Case Manager
Office of Retail Market Development
Illinois Commerce Commission
160 N. LaSalle, Ste. C-800
Chicago, IL 60601 *
sophia.markowska@illinois.gov

Theresa Orozco
Administrative Law Judge
Illinois Commerce Commission
160 N. LaSalle, Ste. C-800
Chicago, IL 60601 *
theresa.orozco@illinois.gov

Debra Sanabria
President
Power 2 Profit Energy Solutions Inc.
400 Trade Center, Ste. 5900
Woburn, MA 01801 *
debra.s@p2pes.com

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Power 2 Profit Energy Solutions Inc. :
 :
Application for Licensure of : **21-0083**
Agents, Brokers, and Consultants :
under Section 16-115C of the :
Public Utilities Act. :

ORDER

By the Commission:

I. INTRODUCTION

On February 1, 2021, Power 2 Profit Energy Solutions Inc. (“Applicant”) filed a verified Application with the Illinois Commerce Commission (“Commission”) requesting a certificate of service authority to operate as an agent, broker, or consultant (“ABC”) in Illinois pursuant to Section 16-115C of the Public Utilities Act (“Act”), 220 ILCS 5/1-101 et seq., and 83 Ill. Adm. Code 454, "Licensure of Retail Electric Agents, Brokers and Consultants" (“Part 454”). Applicant requests authority to offer services as an ABC for the procurement or sale of retail electricity supply for third parties in the State of Illinois. Upon review of the Application, Staff of the Commission (“Staff”) requested additional information and clarification of certain matters. On February 8, 2021, Staff filed a Verified Statement recommending that the Commission grant the requested certificate of service authority. The Administrative Law Judge waived the hearing in this matter, entered Staff’s Verified Statement into the record and marked the record “Heard and Taken.”

II. REQUIREMENTS FOR ALL APPLICANTS UNDER SECTION 16-115C OF THE ACT

Applicant is a business organized under the laws of New York and authorized to transact business in Illinois. The Commission notes that the Applicant indicates in the Application that it also does business under the name P2P Energy, but a review of the Illinois Secretary of State website indicates that this assumed business name has not been registered in Illinois. If Applicant wishes to do business under the name P2P Energy in Illinois, that must be registered with the Illinois Secretary of State and the Illinois Secretary of State paperwork must be filed with the Commission’s Clerk’s office. Applicant has certified that it will comply with all applicable regulations; that it will comply with informational and reporting requirements established by Commission rule; that it will comply with informational and reporting requirements pursuant to Section 16-115C of the Act; and that it will comply with all other applicable laws, regulations, terms, and conditions required to the extent they have application to the services being offered by an ABC. Applicant has agreed to ensure that any person who acts on its behalf will comply with all applicable sections of Part 454. Applicant agrees that it will remain in compliance with

the provisions of the Act and Part 454, and will ensure that authorizations received from customers, and all other applicable records are retained for a period of not less than three calendar years after the calendar year in which they were created. Applicant has agreed to adopt and follow rules and procedures to preserve the confidentiality of its customers' data. The Applicant has also attested that no complaints have been filed against it for its provision of services in the electric or gas industry in the jurisdictions where it provides or is seeking to provide services.

III. FINANCIAL, TECHNICAL, AND MANAGERIAL REQUIREMENTS OF SECTION 16-115C

Applicant is required by Section 454.60 to demonstrate that it meets the managerial qualifications necessary to provide services as an ABC. Applicant must further provide an organizational chart that indicates the position of persons which satisfy the managerial qualification. Applicant has demonstrated that it meets the managerial qualifications set forth in Section 454.60 through Attachment C to the Application. Attachment C to the Application contains a corporate organizational chart and identifies the occupational background information of the persons being used to meet the requirements of Section 454.60(a). Attachment C contains occupational background information on the person or persons being used to meet the requirements of Section 454.60(a).

Applicant is required by Section 454.70 to demonstrate that it meets the technical qualifications necessary to provide services as an ABC. Applicant has demonstrated that it meets the technical qualifications set forth in Section 454.70 with the information provided in Attachment C. Attachment C contains occupational background information on the person or persons being used to meet the requirements of Section 454.70(a).

Pursuant to the requirements of Section 454.80 of Part 454, Applicant provided a surety bond in the amount of \$5,000 issued by a qualifying surety authorized to transact business in Illinois. Applicant further agrees to comply with the Code of Conduct for ABCs contained in Section 454.90.

IV. COMMISSION CONCLUSION AND CERTIFICATE OF SERVICE AUTHORITY

The Commission has reviewed the Application and attachments along with the supplementary information provided by Applicant regarding the technical, managerial, and financial requirements and all other requirements of the Act and Part 454 and finds that the Applicant sufficiently demonstrates compliance with the requirements. The Commission concludes, therefore, that Applicant's request for a certificate of service authority to operate as an ABC in Illinois should be granted and should include the following authority:

CERTIFICATE OF SERVICE AUTHORITY

IT IS CERTIFIED that Power 2 Profit Energy Solutions Inc. is granted service authority to operate as an agent, broker, or consultant for the procurement or sale of retail electricity supply for third parties in the State of Illinois.

V. FINDINGS AND ORDERING PARAGRAPHS

The Commission, having reviewed the entire record, is of the opinion and finds that:

- (1) Power 2 Profit Energy Solutions Inc., a business organized under the laws of New York and authorized to transact business in Illinois, seeks a certificate of service authority to operate as an ABC under Section 16-115C of the Act;
- (2) the Commission has jurisdiction over the party hereto and the subject matter hereof;
- (3) the recitals of fact and conclusions reached in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact;
- (4) Power 2 Profit Energy Solutions Inc. has demonstrated that it possesses sufficient financial, managerial, and technical resources and abilities to provide services as an ABC for the procurement or sale of retail electricity supply to third parties in the State of Illinois;
- (5) Power 2 Profit Energy Solutions Inc. has complied with Section 16-115C of the Act and Part 454; and
- (6) Power 2 Profit Energy Solutions Inc. should be granted a certificate of service authority to operate as an ABC as specified in this Order.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that Power 2 Profit Energy Solutions Inc. is hereby granted a Certificate of Service Authority authorizing it to operate as an agent, broker, or consultant; said Certificate of Service Authority shall read as that set forth in Section IV of this Order.

IT IS FURTHER ORDERED that Power 2 Profit Energy Solutions Inc. shall comply with all applicable Commission rules and orders now and as hereafter amended.

IT IS FURTHER ORDERED that pursuant to Section 10-113(a) of the Public Utilities Act and 83 Ill. Adm. Code 200.880, any application for rehearing shall be filed within 30 days after service of the Order on the party.

IT IS FURTHER ORDERED that, subject to the provisions of Section 10-113 of the Public Utilities Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By Order of the Commission this 4th day of March, 2021.

(SIGNED) CARRIE ZALEWSKI

Chairman

Exhibit G

Affidavits

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of New York :

: SS.

County of Suffolk :

Debra E Sanabria, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the President (Office of Affiant) of Power 2 Profit Energy Solutions Inc (Name of Applicant);]

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

That the Applicant herein Power 2 Profit Energy Solutions Inc 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 Power 2 Profit Energy Solutions Inc has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Power 2 Profit Energy Solutions Inc 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 Power 2 Profit Energy Solutions Inc 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.

Debra E Sanabria

Signature of Affiant

Sworn and subscribed before me this 4th day of March, 2021.

MELISSA A. MICHAUD
Notary Public • State of New York
NO. 01M16242752
Qualified in Suffolk County
My Commission Expires June 06, 2023

Melissa A. Michaud
Signature of official administering oath

My commission expires June 6, 2023.

Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of New York :

: ss.

County of Suffolk :

Debra E Sanabria, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the President (Office of Affiant) of Power 2 Profit Energy Solutions Inc (Name of Applicant);]

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

That Power 2 Profit Energy Solutions Inc, the Applicant herein, acknowledges that [Applicant] may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That Power 2 Profit Energy Solutions Inc, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render electric service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

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

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

Appendix B (Continued)

That Power 2 Profit Energy Solutions Inc, 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 4th day of March, 2021.

MELISSA A. MICHAUD
Notary Public • State of New York
NO. 01MI6242752
Qualified in Suffolk County
My Commission Expires June 06, 2023



Signature of official administering oath

My commission expires June 6, 2023.

Exhibit H

Publications

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

LICENSE LOGIX
140 GRAND ST SUITE 300
WHITE PLAINS NY 10601

REFERENCE: 122994 433963
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: 05/20/21

TOTAL COST: \$610.00 AD SPACE: 0 Lines

FILED ON: 05/20/21

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

*Applications of **Power 2 Profit Energy Solutions Inc** For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.*

Power 2 Profit Energy Solutions Inc will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a broker/marketer engaged in the business of providing natural gas services. **Power 2 Profit Energy Solutions Inc** will also be filing an application with the PUC for a license to supply electricity or electric generation services as a broker/marketer engaged in the business of supplying electricity. **Power 2 Profit Energy Solutions Inc** proposes to sell electricity, natural gas, and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and 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 **Power 2 Profit Energy Solutions Inc** may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to **Power 2 Profit Energy Solutions Inc** attorney at the address listed below.

Power 2 Profit Energy Solutions Inc
400 Trade Center Suite 5900
Woburn, MA 01801
631-981-8100

EP-433963

Sworn to and subscribed before me this 20th day of May 2021

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



AD#: 0009979097

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 05/20/2021


Principal Clerk of the Publisher

Sworn to and subscribed before me this 26th day of May 2021


Notary Public

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

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Applications of **Power 2 Profit Energy Solutions Inc** For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.

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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Power 2 Profit Energy Solutions Inc** may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to **Power 2 Profit Energy Solutions Inc** attorney at the address listed below.

Power 2 Profit Energy Solutions Inc
400 Trade Center Suite 5900
Woburn, MA 01801
631-981-8100

COMMONWEALTH OF PENNSYLVANIA }
 County of Cambria } SS

**PENNSYLVANIA
 PUBLIC UTILITY COMMISSION
 NOTICE**

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 400 Trade Center Suite 5900
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 631-981-8100

published in
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 of The John
 the subject
 said public

On this 28th day of May A.D. 2021, before me, the subscriber, a Notary Public in and for said County and State, personally appeared **Christine Marhefka**, who being duly sworn according to law, deposes and says as Sales Manager / Major Accounts of the **Tribune-Democrat, Johnstown, PA**, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the **Johnstown Tribune**, established December 7, 1853; and of the **Johnstown Democrat**, established March 5, 1863,

of Cambria, and Commonwealth of Pennsylvania and matter published in said publication in the regular issues on May 20, 2021; and that the Affiant is not interested in all of the allegations as to time, place and character of

Christine Marhefka

STATEMENT OF ADVERTISING COSTS

Signed and sworn to before me on 28th day of May, 2021, by **Christine Marhefka** making the statement.

Vivian Ohs

0.00 Lines @ \$2.50 per line	0.00
7.50 Inches @ \$25.00 per inch	187.50
Notary Fee	5.00
Clerical Fee	2.50
Total Cost	195.00

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

Vivian Ohs for publisher of **THE TRIBUNE-DEMOCRAT**
 a newspaper of general circulation, hereby acknowledges receipt of the aforesaid and publication costs and certifies that the same has been duly paid.

THE TRIBUNE-DEMOCRAT

(Name of Newspaper)

By *Vivian Ohs*

The Philadelphia Inquirer

801 MARKET STREET, SUITE 300, PHILADELPHIA, PA 19107

Affidavit of Publication

On Behalf of:
LICENSELOGIX
140 GRAND ST, STE 300
WHITE PLAINS, NY 10601

STATE OF PENNSYLVANIA COUNTY OF PHILADELPHIA:

Before the undersigned authority personally appeared the undersigned who, on oath represented a and say: that I am an employee of The Philadelphia Inquirer, LLC, and am authorized to make this affidavit of publication, and being duly sworn, I depose and say:

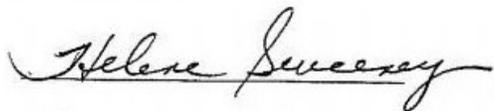
1. The Philadelphia Inquirer, LLC is the publisher of the Philadelphia Daily News, with its headquarters at 801 Market Street, Suite 300, Philadelphia, Pennsylvania 19107.
2. The Philadelphia Daily News is an edition of The Philadelphia Inquirer. The Philadelphia Daily News is continuously published and distributed Sunday-Friday in the City of Philadelphia, count and state aforesaid.
3. The printed notice or publication attached hereto set forth on attached hereto was published in all regular print editions of the Philadelphia Daily News on

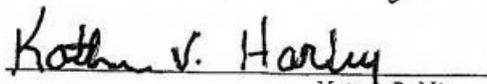
Legal Notices

as published in **Daily News Legals** in the issue(s) of:

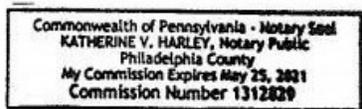
5/21/2021

4. Under oath, I state that the following is true and correct, and that neither I nor The Philadelphia Inquirer, LLC have any is interest in the subject matter of the aforesaid notice or advertisement.




Notary Public

My Commission Expires:



Ad No: 66738

Customer No: 103576

COPY OF ADVERTISEMENT

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

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Power 2 Profit Energy Solutions Inc
400 Trade Center Suite 5900
Woburn, MA 01801
631-981-8100

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 **P. Reed**, 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 Pittsburgh Post-Gazette edition and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

20 of May, 2021

Affidavit further deposes the 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 aforesaid notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

P. Reed

PG Publishing Company

Sworn to and subscribed before me this day of:
June 15, 2021

Karen Flaherty

Commonwealth of Pennsylvania - Notary Seal
Karen Flaherty, Notary Public
Allegheny County
My commission expires November 16, 2024
Commission number 1386128
Member, Pennsylvania Association of Notaries

STATEMENT OF ADVERTISING COSTS

LicenseLogix LLC
140 GRAND ST STE 300
ATTN: Shayna Desai
WHITE PLAINS, NY 10601-4840

To PG Publishing Company

Total \$ 544.00

Client:

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 the 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.

Attorney For

COPY OF NOTICE OR PUBLICATION

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
Applications of Power 2 Profit Energy Solutions Inc For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.

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Power 2 Profit Energy Solutions Inc
400 Trade Center
Suite 5900
Woburn, MA 01801
631-981-8100

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

LICENSELOGIX
SUITE 300
140 GRAND STREET WHITE PLAINS NY 10601

Account # 629558
Order # 82538809
Ad Price: 287.55

POWER 2 PROFIT ENERGY SOL

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

05/19/2021

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 David J. Zeland

Sworn and subscribed to before me
this 19th day of May A.D., 2021

Sharon Venturi

(Notary Public)

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

LEGAL NOTICE

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Woburn, MA 01801
631-981-8100

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:

May 21, 2021

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

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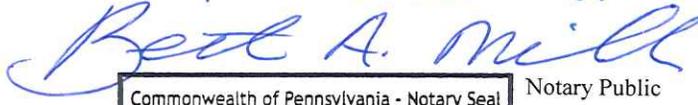
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Power 2 Profit Energy Solutions Inc
400 Trade Center
Suite 5900
Woburn, MA 01801
631-981-8100


SUN-GAZETTE LLC

Sworn to and subscribed before me

The 1st day of June 20 21



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.....\$	<u>291.64</u>
Probated same.....\$	
Total.....\$	<u>291.64</u>

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

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

SUN-GAZETTE LLC

BY Robert O. Rolley, Jr.