

Stevens & Lee

17 N. Second Street, 16th Floor
Harrisburg, PA 17101
www.stevenslee.com

Direct Dial: (717) 255-7365
Email: michael.gruin@stevenslee.com
Direct Fax: (610) 988-0852

June 15, 2021

DATE OF DEPOSIT

VIA FEDERAL EXPRESS

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

JUN 15 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: Application of Catalyst Power & Gas, LLC for Approval to Offer, Render, Furnish
or Supply Electric Generation Services as a Supplier
Docket No. A-2021-_____**

Dear Secretary Chiavetta:

Enclosed for filing please find the Application of Catalyst Power & Gas, LLC to provide service as an Electric Generation Supplier (EGS) in all of the electric distribution company service territories throughout the Commonwealth. Please note that Exhibits 4 and 5 to the Application contain confidential information and have been marked as such. **Catalyst Power & Gas, LLC respectfully requests confidential treatment of these Exhibits, and they are being provided in a separate envelope for filing under seal.**

A copy of the required Bond is being submitted with the Application package. Catalyst Power & Gas, LLC has published notice of this Application in the required newspapers, and Proofs of Publication are enclosed as Appendix 10 to the Application.

Copies of this Application have been served on all of the Electric Distribution Companies in the Commonwealth and the required statutory advocates, the Attorney General, and the Department of Revenue, in accordance with the attached Certificate of Service.

Thank you, and please feel free to contact me with any questions or concerns.

Sincerely,
STEVENS & LEE



Michael A. Gruin, Esq.

Enclosures

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Catalyst Power & Gas, LLC, d/b/a _____, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) Supplier to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

DATE OF DEPOSIT

JUN 15 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

Catalyst Power & Gas, LLC
 600 Franklin Ave., # 268
 Garden City, NY 11530
 516-534-5086

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

Corporation Service Company
 2595 Interstate Drive, Suite 103
 Harrisburg, PA 17110
 1-800-927-9800

- 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.

Joel Glassman, COO
 600 Franklin Ave., #268
 Garden City, NY 11530
 516-464-0726
 regulatory@catalystpower.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.

Michael Guin
 Stevens & Lee
 17 N. 2nd St., 16th Fl.
 Harrisburg, PA 17101
 t- 717 -255-7365; f- 610-988-0852
 email mag@stevenslee.com

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

Joel Glassman, 600 Franklin Ave., #268, Garden City, NY 11530, t-888-789-7250, f-516-252-1275,
 joel@catalystpower.com
 Linda Beckinghausen, 600 Franklin Ave., #268, Garden City, NY 11530, t-888- 789-7250, f-516-252-1275,
 customercare@catalystpower.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 Department of State filings and Applicant's Delaware Certificate of Formation attached hereto as Exhibit 1.

Officers:

Gabriel Phillips, CEO , Dara Phillips, CFO, Joel Glassman, COO.

The address for all officers is
600 Franklin Ave., #268
Garden City, NY 11530

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 an affiliate, U.S. Energy Partners, LLC d/b/a Catalyst Power, that is licensed as an Energy Supplier in the State of New York. Applicant has no affiliates that are currently applying to do business in Pennsylvania.

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

Not Applicable

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.

Catalyst Power & Gas, LLC will provide retail electricity supply services to residential, commercial, and industrial customers in the Commonwealth.

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 | |
- Entire Commonwealth of PA

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

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

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

August 1, 2021 or upon approval by the Commission

5. COMPLIANCE

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

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

None

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

Not Applicable

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

None

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

Not Applicable

6. PROOF OF SERVICE

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

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

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

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

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

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 Organizational Structure attached hereto as Exhibit 2.

See Proof of Insurance attached hereto as Exhibit 3

See Confidential Financial Information attached hereto as Confidential Exhibit 4

- 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.

See Capital Support Letter, attached hereto as Exhibit 5

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

Not Applicable

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

**Dara Phillips, 600 Franklin Ave., #268, Garden City, NY 11530, t-888- 789-7250, f-516-252-1275,
dara@catalystpower.com**

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:

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

See Summary of Technical Fitness, attached hereto as Exhibit 6.

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 Marketing Oversight summary attached hereto as Exhibit 7

- 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 Officer Resumes attached hereto as Exhibit 8

- 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 ER20-2979-000.
- Not applicable

9. DISCLOSURE STATEMENTS:

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

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

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

See sample Disclosure Statements attached hereto as Exhibit 9

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

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

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

(Select only one of the following)

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

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

AGREED

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

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

AGREED

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

AGREED

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

ACKNOWLEDGED

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

AGREED

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

AGREED

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

AGREED

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

AGREED

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

AGREED

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

PAYMENT ENCLOSED

11. AFFIDAVITS

Must be notarized before filing.

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

12. NEWSPAPER PUBLICATIONS

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

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

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

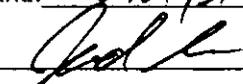
The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and must be supplied with this application. Applicants do not need a docket number in their publication. Docket numbers will be issued when all criteria on the item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

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

SEE PROOFS OF PUBLICATION ATTACHED AS EXHIBIT 10

13. SIGNATURE

Applicant: Catalyst Power & Gas LLC

By: 

Title: COO

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: Catalyst Power & Gas LLC

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

Applicant's Use

PUC Secretary's Bureau Use

DATE OF DEPOSIT

JUN 15 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Connecticut :

ss. Woodbridge

County of New Haven :

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

he is the Chief Operating Officer of Catalyst Power & Gas, LLC; that he is authorized to and does make this affidavit for said Applicant;

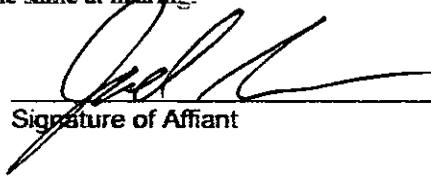
That the Applicant herein Catalyst Power & Gas, LLC has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa. C.S. § 2809 (B).

That the Applicant herein Catalyst Power & Gas, LLC has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Catalyst Power & Gas, LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

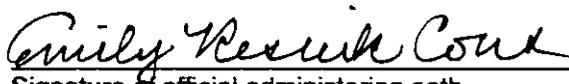
That the Applicant herein Catalyst Power & Gas, LLC acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

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



Signature of Affiant

Sworn and subscribed before me this 10th day of June, 2021.



Signature of official administering oath

EMILY RESNIK CONN
NOTARY PUBLIC

My commission expires MY COMMISSION EXPIRES JUNE 30, 2022

DATE OF DEPOSIT

JUN 15 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix B

OPERATIONS AFFIDAVIT

{Commonwealth/State} of Connecticut :

ss. Woodbridge

County of New Haven :

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

He is the Chief Operations Officer of Catalyst Power & Gas, LLC;

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

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

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

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

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

DATE OF DEPOSIT

JUN 15 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix B (Continued)

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

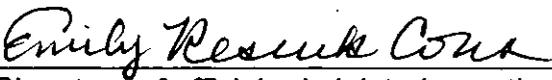
That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Bureau of Public Liaison or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the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

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



Signature of Affiant

Sworn and subscribed before me this 10th day of June, 2021.



Signature of official administering oath

EMILY RESNIK CONN
NOTARY PUBLIC

My commission expires MY COMMISSION EXPIRES JUNE 30, 2022

EXHIBIT 1

**Delaware Certificate of Formation and Pennsylvania Foreign LLC
Registration**

DATE OF DEPOSIT

JUN 15 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CATALYST POWER & GAS LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF AUGUST, A.D. 2020, AT 2:33 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

3531936 8100
SR# 20206953321

Authentication: 203546228
Date: 08-27-20

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

**CERTIFICATE OF FORMATION
OF
CATALYST POWER & GAS LLC**

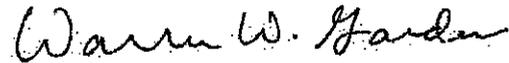
State of Delaware
Secretary of State
Division of Corporations
Delivered 02:33 PM 08/26/2020
FILED 02:33 PM 08/26/2020
SR 20206953321 - FileNumber 3531936

Pursuant to the provisions of the Delaware Limited Liability Company Act, the undersigned hereby certifies and swears to this Certificate of Formation creating a limited liability company to be known as "Catalyst Power & Gas LLC":

1. The name of the limited liability company is Catalyst Power & Gas LLC (the "Company").

2. The address of the Company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The name of the Company's registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Catalyst Power & Gas LLC this 26th day of August, 2020.



Warren W. Garden, *Authorized Person*

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

<input type="checkbox"/> Return document by mail to: CSC ORDER #: 794848-005 DCB Name _____ Address _____ City _____ State _____ Zip Code _____ <input checked="" type="checkbox"/> Return document by email to: cscpa@cscglobal.com	Foreign Registration Statement DSCB:15-412 (rev. 2/2017)  TCO210524BN0132
---	---

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov>.

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

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

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

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

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

Catalyst Power & Gas LLC

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

3. The jurisdiction of formation is: Delaware

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

<u>600 Franklin Avenue Unit 268</u>	<u>Garden City</u>	<u>New York</u>	<u>11530</u>
Number and street	City	State	Zip

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

<u>Corporation Trust Center, 1209 Orange Street,</u>	<u>Wilmington,</u>	<u>DE</u>	<u>19801</u>
Number and street	City	State	Zip

PA DEPT OF STATE

MAY 05 2021

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

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

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

(b) c/o: Corporation Service Company Dauphin
Name of Commercial Registered Office Provider County

6. Check one of the following:

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

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

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

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

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

Chiropractic Dentistry Law Medicine and surgery
 Optometry Osteopathic medicine and surgery Podiatric medicine Public accounting
 Psychology Veterinary medicine

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 4 day of May, 2021.

CATALYST POWER & GAS LLC
Name of Association

Gabriel Phillips
Signature

Gabriel Phillips, Manager
Title

EXHIBIT 2
Organizational Structure

DATE OF DEPOSIT

JUN 15 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Catalyst Power Holdings, LLC Structure

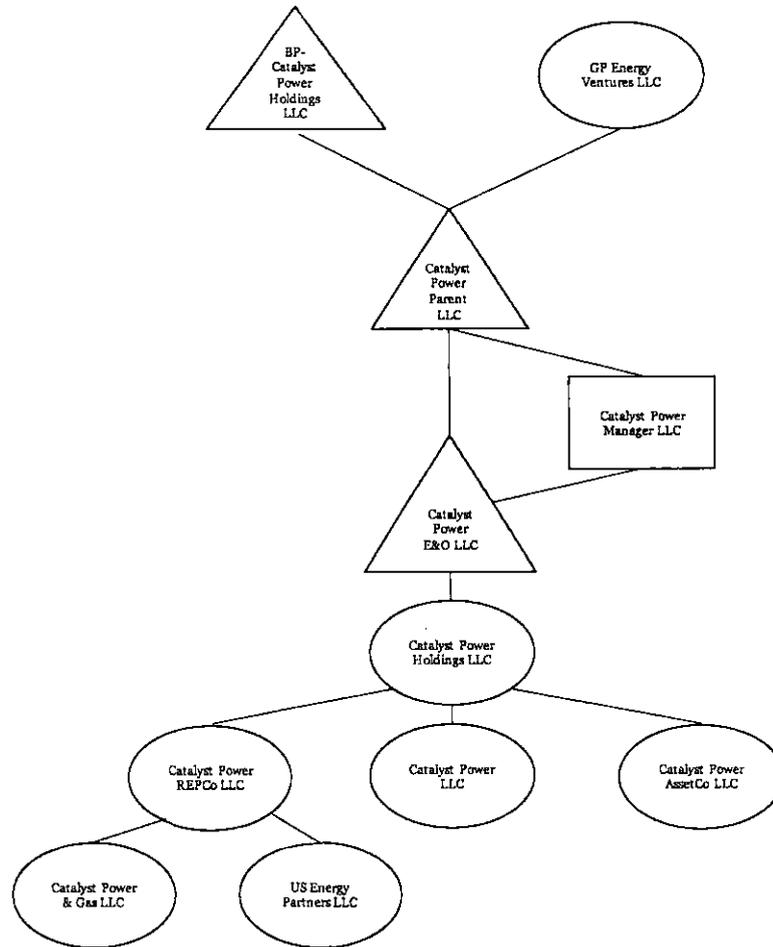


EXHIBIT 6
Summary of Technical Fitness

DATE OF DEPOSIT
JUN 15 2021
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CATALYST POWER & GAS, LLC
SUMMARY OF MANAGERIAL AND TECHNICAL QUALIFICATIONS

Catalyst Power & Gas, LLC (“Catalyst”) is a newly formed competitive retail electricity and natural gas supplier. Catalyst is managed by experienced retail energy professionals with extensive experience in all aspects of retail energy operations, including wholesale energy supply management, risk management, renewable energy development, retail energy financing, regulatory compliance, customer acquisition and sales quality assurance, customer service.

Company History and Summary of Operations

Catalyst was formed in 2020, as a wholly owned subsidiary of Catalyst Power Holdings, LLC¹. Catalyst was granted Market Based Rate Authority by FERC by Order entered on December 14, 2020 at Docket No. ER20-2979-000.

Catalyst Power & Gas became a member of the ISO New England effective February 1, 2021. Catalyst is current licensed as an Electricity Supplier and Natural Gas Supplier by the Massachusetts Department of Public Utilities. (See attached MA DPU Orders entered on March 19, 2021 in Docket No. CS-191 and March 22, 2021 in Docket No. GS-073). Catalyst has also been registered as a Natural Gas Supplier with the Connecticut Public Utilities Regulatory Authority. Catalyst has submitted an application to the Connecticut Public Utilities Regulatory Authority seeking Licensure as an Electric Supplier, which Application is still pending

Catalyst currently has one affiliate operating as a retail energy provider in New York State, U.S. Energy Partners, LLC (“USEP”). USEP became an affiliate of Catalyst’s when it was acquired by Catalyst Power Holdings LLC in February of 2021. USEP is an active member in good standing of the NYISO.

Catalyst’s Chief Executive Officer is Gabe Phillips. Mr. Phillips is a 15-year energy industry veteran, starting his career trading electricity and gas at Sempra Energy Trading. From 2010-2019 he was the Managing Director of GP Energy Management, a multifaceted Energy Services Company that provides Consulting, Commodity Risk, Operations Management, and Project Development Support to retail energy suppliers. During his nine years leading GP Energy Management, Mr. Phillips provided wide-ranging ongoing consulting and operational services to dozens of retail energy suppliers, including regulatory licensing and compliance, new market entry, utility, pipeline and ISO registration/coordination, wholesale energy procurement and risk management, scheduling coordination, financing and preferred supplier transactions, mergers and acquisitions, product development, and renewable portfolio standards compliance.

At GP Energy Management, Mr. Phillips developed and managed a team of 25 industry experts and the proprietary systems responsible for the full-service management of electricity and gas demand, renewable and fossil generation across the US and Canada. Mr. Phillips’

¹ See Application Exhibit 2 for full corporate organizational chart

company was also a proprietary investor in solar, gas-fired cogeneration, renewable energy merchant finance transactions, proprietary REC trading and physical/financial power/gas trading, and achieved returns on equity in excess of 50%.

Catalyst's Chief Operating Officer is Joel Glassman. Mr. Glassman is a 20 year retail energy industry veteran. In his role at Catalyst, Mr. Glassman will lead the retail commercial and industrial electricity and gas business through expansion into new utilities, commodities and states. He will also help to integrate community solar and distributed generation into the retail energy business.

Prior to joining Catalyst in March of 2021, Mr. Glassman was the Chief Operating Officer of Discount Power, Inc., where he led the successful expansion of the company into fifteen new markets. Mr. Glassman also has held positions in Power Operation, Corporate Development and FP&A at multiple retail energy companies.

Catalyst's Chief Financial Officer is Dara Phillips. Ms. Phillips spent 4 years in audit at PWC and then five years alongside Gabe managing all financial aspects of GP Energy Management as VP of Finance (including various subsidiaries, project companies and herself providing outsourced financial management services to over 10 different Energy Suppliers.) In addition to her time at PWC and GP Energy Management, Ms. Phillips has worked for 2 years in private equity fund accounting. She has managed the end-to-end finance needs for solar projects, cogeneration projects, proprietary power, gas and renewable energy credit trading and merchant finance operations and an energy management services platform including the acquisition of two term loans and revolving lines of credit. She presided over two successful exits and managed the diligence processes, modeling and workflow for each.

In her role at Catalyst Power, Ms. Phillips is responsible for all financial management of Catalyst Power and all platform and REP subsidiaries. She is responsible for FP&A, cash management, reporting and day-to-day HR administration.

Catalyst's Chief Technology Officer is Carlo Barbara. Carlo is a 16 year veteran technologist who, after studying CS and Math at Columbia University went on to roles as VP at Goldman Sachs, VP of Engineering at Rent The Runway and overseeing all software for a family of mutual funds at a premier asset manager. Today, as Catalyst Power's CTO, Carlo is bringing to bear his experience and expertise in leading the creation of technology to enable Catalyst Power to put the entire experience of buying commercial energy and distributed solar and gas generation online.

Catalyst's Vice President of Business Intelligence is Leah Ivanhoe. Leah has 10 years of energy sector experience including 6 years at Crius Energy where she served as a liaison, during and for six months, after its acquisition by Vistra Energy. In addition, during her tenure at Crius, Ms. Ivanhoe held many different roles across the organization including responsibility over pricing, gross margin forecasting, financial reporting, renewable portfolio obligations, company-wide business intelligence and, most recently, the integration between Crius and Vistra Energy. Leah earned an M.B.A. with a concentration in finance from the University of Connecticut and a

B.S. in mathematics from Adelphi University. Today, as Catalyst Power's VP of Business Intelligence, Leah is responsible for retail energy company valuation, wholesale and retail energy intelligence and analytics, pricing model development and management, close coordination with the technology and finance teams and any area where data is used to make decisions here at Catalyst Power.

Resumes of Catalyst's key officers are attached to this Application.

Operational Plans

Catalyst intends to focus primarily on serving commercial and industrial customers, but eventually may also develop products for residential customers. Catalyst works with industry leading companies to provide its utility EDI and billing functions, and to provide support for energy and natural gas scheduling and forecasting functions. Both Mr. Phillips and Mr. Glassman have extensive experience with wholesale energy procurement and utility coordination issues, and will apply that experience to ensure Catalyst's operations run smoothly.

Catalyst Power will utilize several customer acquisition channels. The primary channel will be digital marketing. The other channels we expect to utilize to varying degrees are in-house direct sales and external supply brokers. Digital marketing will include search engine optimization, unpaid or organic social media, paid search ads and paid social media ads in addition to targeted programs like direct email outreach to prospective customers.

All customer enrollments will be confirmed via bilateral, duly executed customer contracts. All documents will be executed either through docusign or wet signature by authorized representatives of both the customer and Catalyst. Catalyst will also ensure oversight of all sales, marketing and customer enrollment as more fully described in the Marketing Oversight summary attached to this Application.

Technical and Managerial Qualifications

Catalyst meets the appropriate technical qualifications necessary to successfully and properly do business as an Electricity Generation Supplier and Natural Gas Supplier. Catalyst has received Market Based Rate Authority from FERC. Catalyst has also already been approved for membership in ISO-New England and has received Electricity and Natural Gas Supplier licenses from the Massachusetts Department of Public Utilities. Catalyst is also registered as a Natural Gas Supplier in Connecticut, and its affiliate U.S. Energy Partners is a member of NYISO and a longstanding energy supplier in New York. Catalyst Energy is led by a team that has decades of experience in managing and advising retail suppliers, and has substantial expertise in all aspects of energy supplier operations, including finance, energy forecasting, procurement, pricing, customer acquisition, sales oversight, customer service, regulatory compliance, and utility coordination. Catalyst's CEO Gabriel Phillips is a 15 industry veteran who personally advised dozens of retail suppliers on energy procurement, risk management, and

renewable energy obligations and who supervised a team of 25 consultants who provided a full range of operational services to retail suppliers. Catalyst's COO Joel Glassman brings 20 years of experience operating a successful retail supplier. For all of these reasons, Catalyst respectfully submits that it meets the appropriate technical, financial and managerial qualifications for licensure as an Electricity Generation Supplier and Natural Gas Supplier in Pennsylvania.

Compliance with Sales, Marketing and Customer Service Regulations

Catalyst's leadership team has reviewed the applicable statute and regulations and has engaged local counsel and a well-known industry consultant, P.R. Quinlan, to provide regulatory guidance and support. Catalyst will ensure that all applicable statutes, regulations, rules, and Commission Orders are strictly followed and will implement policies to ensure that all sales marketing and customer service is done in full compliance with the law. Catalyst has a dedicated in-house customer service department to manage new enrollments, cancellations, terminations, utility electronic data transfer and billing, and customer notices (including notices prior to the contract termination dates or renewal dates), and commission reporting obligations.

See the attached Marketing Oversight Summary for more details.

EXHIBIT 7
Marketing Oversight Summary

DATE OF DEPOSIT
JUN 15 2021
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CATALYST POWER & GAS, LLC
MARKETING OVERSIGHT SUMMARY

Catalyst Power & Gas, LLC will initially only be offering enrollment to commercial customers. Enrollments will be solicited primarily through digital/online means, via authorized energy supply brokers, and by direct outreach to prospective customers by in-house Catalyst personnel. In all cases, Catalyst will first obtain authorization from the prospective customer to review historical usage and load data, and will prepare a customized quote for the prospective customer. In all enrollments will be completed by means of duly executed bilateral contracts, signed both by authorized representatives of Catalyst and the customer. Such signatures will be obtained in ink on paper or via electronic means.

Catalyst has no intention to conduct any telemarketing or door to door marketing. All communications with prospective commercial customers will either be done digitally or by pre-scheduled appointment.

All internal agents communicating with customers regarding possible enrollment will be trained on the following subjects as required by 52 Pa. Code § 111:

(1) State and Federal laws and regulations that govern marketing, telemarketing, consumer protection and door-to-door sales, including consumer protection regulations in Chapters 54 and 62 (relating to electricity generation customer choice; and natural gas supply customer choice), applicable provisions in Chapters 56, 57 and 59 (relating to standards and billing practices for residential utility service; electric service; and gas service) and the act.

(2) Responsible and ethical sales practices

(3) Catalyst's products and services.

(4) Catalyst's rates, rate structures and payment options.

(5) The customer's right to rescind and cancel contracts.

(6) The applicability of an early termination fee for contract cancellation

(7) The necessity of adhering to the script and knowledge of the contents of the script if one is used.

(8) The proper completion of transaction documents.

(9) Catalyst's disclosure statement.

(10) Terms and definitions related to energy supply, transmission and distribution service as found in the dictionary of utility terms

(11) Information about how customers may contact Catalyst to obtain information about billing, disputes and complaints.

(12) The confidentiality and protection of customer information and § § 54.43(d) and 62.114 (relating to standards of conduct and disclosure for licensees).

To the extent that Catalyst eventually uses any outside sales vendors for sales to residential or small commercial customers, Catalyst will thoroughly vet all prospective vendors and require multiple trade references to ensure that only reputable, experienced vendors market on behalf of Catalyst. Any sales vendor hired will be required to confirm its ability to comply with the Pennsylvania-specific agent training and oversight requirements outlined above. All vendors will be monitored by Catalyst's Chief Operating Officer for sales compliance, and Catalyst will develop a quality assurance monitoring program to contact a significant sample of all new mass market customers. Vendors who demonstrate an inability to adhere to Catalyst's standards and/or the Commission's regulations will be immediately terminated.

For any contracts with residential or small commercial customers based on sales performed by an agent, Catalyst will also utilize a separate digital or telephonic verification process as required by 52 Pa. Code 111.7.

For the broker channel for its commercial customer enrollments, Catalyst will only accept enrollment referrals from licensed brokers who strictly adhere to Catalyst's operational and marketing standards.

EXHIBIT 8
Officer Resumes

DATE OF DEPOSIT
JUN 15 2021
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

GABRIEL PHILLIPS

gabe@catalystpower.com • Garden City, NY

PROFESSIONAL EXPERIENCE

Catalyst Power Holdings, Garden City, NY

June 2020 – Present

Founder and Chief Executive Officer

- Founded and originated and closed \$60 million in funding commitment from Dallas based private equity fund, BP Energy Partners
- Led acquisition of NY based retail energy provider US Energy Partners
- Recruited core management team
- Provided overall guidance on product development of internal technology and e-commerce platform for retail energy sales, community solar sales and microgrid solutions for commercial customers

GP Energy Management, New York, NY June 2010 – January 2019

Founder and Managing Director

- Founded, built, originated all clients and grew a significant energy management and origination business that was ultimately acquired by an international market data and analytics provider, Genscape Inc.
- Recruited, developed and managed a team of 25 people consisting of a 5 person tech team and 20 commodity experts managing significant power load, generation capacity and natural gas demand and placing nearly 1000's of MWs in power, capacity and REC off-take agreements
- Managed the development of systems and processes covering all aspects of energy management, PPA and deal origination, physical operations, regulatory affairs and risk management for energy retailers and power plants including but not limited to commodity marketing and PPA origination, daily forecasting, bidding, and scheduling, natural gas nominations, scheduling and optimization, retail pricing models, long term power price models, capacity market administration, dispatch modeling, settlements, regulatory reporting and environmental attribute transacting.
- Created physical and financial hedging strategies for all client types leveraging the various nuances of each market rules and constructs and lead the team through implementation and execution of each approach inclusive of origination of direct bilateral transactions ranging in duration from 1 month to 25 years for power, gas, capacity, environmental attributes (RECs, carbon, RINs etc) throughout the continental US and managed operational teams in power and gas scheduling and oversaw the process of streamlining their day to day operations, reporting and optimization for all up and downstream client segments.
- Originated and led a team supporting the financial modeling and execution of complex financing, credit and supply agreements for energy retailers, retailer asset sales in excess of \$100 million and PPAs for renewable power assets.

Sempra Energy Trading; Trader - Sept 2007 – May 2010; Stamford, CT

- Traded a portfolio of short and long term financial and physical power and natural gas positions spanning throughout entire eastern interconnect including customer flow business with an average duration of less than 2 years.
- Managed basis risk to 75 different locations using over the counter basis markets, Financial Transmission rights (FTR) markets and Virtual markets to diversify risk and hedge exposure.
- Mitigated the financial impact of physical and financial direct customer and cleared speculative transactions by reducing ancillary services costs and margin requirements.
- Built various stack and transmission models for Day Ahead and Term trading; including DAYZER, internal systems for PJM, and two excel based stack models for NYISO and ISO-NE respectively.

Sempra Energy Trading; Real Time Power Trader/Scheduler- July 2006 – Sept 2007; Stamford, CT

- Traded day-ahead and hour-ahead financial and physical power in the WECC region, including California Independent System Operator (CAISO) and the Alberta Electric System Operator (AESO).
- Built and capitalized on customer relationships to originate arbitrage and spread opportunities.
- Coordinated the flow of long term and day-ahead physical power transactions for the West Coast Power Desk in the WECC region and made NREC required tags to represent the flow of energy from generator to sink anywhere in the WECC region.

Sempra Energy Trading; Collateral Analyst- Dec 2005 -July 2006; Stamford, CT

- Processed and executed all collateral requests made by and on at Sempra Energy Trading's entities covering all counter parties worldwide and reconciled the value of all types of transactions in all of SET's portfolios for margin call dispute resolution.

Sempra Energy Trading; Business Analyst- Sept 2005 - Dec 2005; Stamford, CT

- Supported the trading floor by interpreting the intricacies internal trading and reporting systems for the entire trading staff in Stamford, CT alongside only two other Business Analysts.
- Coordinated and ensured the accuracy of pricing feeds and reporting updated our systems' information feeds from the nation's ISO's as well as maintained connectivity with data providers such as Reuters and LIM.

EDUCATIONAL CREDENTIALS

The Johns Hopkins University, Baltimore, MD

B.S. in Engineering Mechanics

September 2001 – May 2005

JOEL GLASSMAN

27 Woodside Drive • Woodbridge, Connecticut 06525
203.273.2074 • jglassma@mac.com

Dynamic manager with 20 years of experience leading risk management, business development, operations and financial planning and analysis initiatives in rapid-growth environments. Thrives in a strategic planning role, known for utilizing sophisticated analytics to assess financial performance and strategic opportunities. Collaborative and approachable leadership style, talented at developing high-level relationships with partners and internal stakeholders.

Core Competencies

Growth Strategy • Risk Management • Business Restructuring & Problem Solving
Regulatory • Margin Expansion • Cost Management • Financial Planning & Analysis
Corporate Finance • Mergers & Acquisitions Strategy • Process Reengineering

PROFESSIONAL EXPERIENCE

CATALYST POWER HOLDINGS, Garden City, New York • Mar 2021-Present

Integrated provider of commercial energy, distributed generation, and direct wholesale renewables.

Chief Operating Officer

Brought on to executive team to help lead the retail commercial and industrial electricity and gas business.

- Expand into new utilities, commodities and states.
- Integrate community solar and distributed generation into the retail energy business.

DISCOUNT POWER, Inc., Shelton, Connecticut • Apr 2013-Mar 2021

\$50 million retail energy provider serving customers in the Northeast U.S.

Chief Operating Officer

Brought on by company's Board of Directors to lead the turnaround of the company and direct all operations.

- Expanded into fifteen new markets to broaden revenue sources outside of the company's original market footprint, with further market expansion in process.
- Initiated, managed and closed a capital raise process along with creating the company's first strategic plan.
- Successfully monetized a book of customers to build capital for growth in more opportunistic markets.
- Launched new sales channels to diversify the company's go to market strategy.
- Guided the company through an unprecedented wholesale cost environment that dramatically impacted the Northeast U.S. retail energy industry.
- Manage a staff of 20 including Risk Management, Finance, Human Resources, Marketing, Regulatory and Operations functions.
- Present ongoing metrics and future strategic goals to company Board of Directors on a monthly basis.

CRIUS ENERGY, Stamford, Connecticut • Jan 2012-Feb 2013

Retail energy and services provider to over 400,000 residential and commercial customers in the U.S. market through a family of brands – Viridian Energy, Cincinnati Bell Energy, Fairpoint Energy, FTR Energy Services and Public Power.

Director of Commercial Sales

Developed all internal and external processes for offering competitive commercial products in existing and new markets.

- Created and implemented the business plan for the Viridian brand to enter the commercial market, leading a cross functional effort including operations, legal, marketing and finance.
- Initiated and launched Small Commercial targeted products to differentiate mass market offerings from the Residential products, increasing the Small Commercial customer base.
- Built a team to move Viridian into individual customer specific pricing for large commercial accounts.
- Provided cross-functional support to other departments for all Commercial and retail energy related activity for all Crius Energy brands.
- Trained both Corporate and Viridian Sales Associates on the Commercial aspect of the retail energy business.
- Drove profitability and growth for the Commercial business, increasing revenue by more than \$5,000,000 and gross margin by more than \$500,000 in 2012 with a limited Large Commercial plan roll-out.
- Supported due diligence and deal closing between Regional Energy Holdings and Public Power to create Crius Energy, covering all ISO, utility and wholesale supplier specific requirements.

GLACIAL ENERGY, St. Thomas, Virgin Islands • Oct 2008-Nov 2011

\$500 million supplier of retail energy to the U.S. market.

Vice President of Power Operations (2010-2011)

Oversaw all operations specific to serving Commercial and Industrial customers in all deregulated power markets. Led and managed the monthly \$40 million billing cycle, including all cost build-up and invoice generation for over 20,000 customers consisting of over 60,000 meters.

- Implemented new products that brought in over \$15 million of revenue in the 1st quarter of 2011
- Reorganized the supply, forecasting and scheduling groups into one seamless organization.
- Re-engineered the monthly customer invoicing process to save the company more than \$1 million in lost revenue per month.
- Led all operational interaction with strategic suppliers for agreements covering more than \$400 million of supply.
- Provided deregulated retail energy education and marketing and sales support to all sales channels.
- Member of the executive team tasked with closing a \$100 million supply and lending facility, with specific tasks of creating the company presentation deck and leading road show presentations.

GLACIAL ENERGY, cont'd

Vice President of Corporate Development (2008-2010)

Spearheaded the development of new geographical and vertical markets as well as new products to fuel double-digit company growth. Identified new merger and acquisition opportunities, assessed synergy potential and led all due diligence. Led all regulatory efforts including new market entries and all ongoing reporting requirements.

- Devised and managed market entry strategies for four new markets representing potential for over \$100 million in incremental revenue in the first year.
- Managed relationship with two lending sources for a combined \$90 million facility including all financial reporting requirements.
- Created the company's first daily cash flow forecast which was used for both liquidity and treasury planning.
- Initiated and implemented plan to round out the company portfolio by pioneering a strategic M&A campaign.
- Selected and initiated negotiations with M&A candidates representing revenues of \$700 million.

DIRECT ENERGY, Stamford, Connecticut • May 2004-Oct 2008

Manager, Financial Planning & Analysis (2005-2008)

Developed and maintained key financial forecasts, including revenue metrics, cost of goods sold, gross margins, operating expenses, and operating margins, to facilitate a 3-year business planning outlook. Performed deep-dive financial due diligence and valuation work on business investments, M&A deals, and other development projects.

- Reformulated the corporate margin models to significantly enhance accuracy and visibility.
- Facilitated 100% growth in the U.S. C&I business through the financial assessment of a \$300 million competitor acquisition.
- Managed change and maintained morale through 3 internal restructuring initiatives.
- Selected as Direct Energy Employee of the Month.

Manager, Marketing Strategy (2004-2005)

Created and implemented renewal pricing policies for \$250 million worth of residential customers. Directed the tracking of customer count statistics and customer profile information.

- Enhanced sales forecast accuracy with the creation of a customer count and turnover model.
- Propelled gross margin expansion of 15%.

Career Note: Additional professional background includes Summer Associate for AIG Global Investment Group (2003), Market Analyst for the New Power Company (2001-2002), Power Trader and Pricing Analyst at Constellation NewEnergy (1999-2001), and Real-Time Electricity Trader for Avista Energy (1998-1999).

EDUCATION & CREDENTIALS

Master of Business Administration in Finance
Rice University, Houston, Texas, 2004

Bachelor of Science in Mechanical Engineering
Tufts University, Medford, Massachusetts, 1998

DARA LEAH PHILLIPS

dara@catalystpower.com • New York, NY

EDUCATIONAL CREDENTIALS

New York University, Leonard N. Stern School of Business, New York, NY

B.S. in Accounting and Economics

M.S. in Accounting

New York University in Prague, Prague, Czech Republic

September 2006 – May 2010

May 2010 – August 2010

Fall 2008

Certified Public Accountant, State of New York

PROFESSIONAL EXPERIENCE

Catalyst Power Holdings, Garden City, NY

June 2020 – Present

Chief Financial Officer

- Oversees the finance and back office functions for Catalyst Power and its subsidiaries
- Maintains Financial Projections for Catalyst Power and its subsidiaries
- Implemented standards for monthly financial reporting and developed accounting processes and internal controls
- Assists with tax and regulatory matters

Warburg Pincus, New York, NY

February 2019 – March 2020

Senior Accountant

- Managed day to day accounting needs for the Warburg Pincus Management Company
- Prepared quarterly consolidated Financial Statements
- Reviewed expense allocations to prospective investments and portfolio companies
- Prepared Annual Budgets

GP Energy Management, New York, NY

December 2014 – January 2019

Vice President of Finance

- Member of 5 person executive leadership team, directly reporting to Founder and Managing Director
- Responsible for financial strategic planning, including preparation, review and presentation of monthly financial forecasts to senior executive team
- Implemented standards for monthly financial reporting and developed accounting processes and internal controls
- Oversee all accounting matters, including AP, AR and fixed assets. Additional responsibilities prior to sale to Genscape included: payroll, loans, cash flow management, preparation of monthly and consolidated financial reports, management of owners capital equities accounts and interfacing with corporate lender
- Managed the diligence process for the sale of GP Energy Management to Genscape Inc. by maintaining the diligence checklist, preparing financial reports and interfacing with the financial team at Genscape.
- Build and review complex financial operating models for clients to assist with general financial operations, cash flow management, scenario analysis and presentation to lenders. Maintain models and manage the diligence process for clients selling their business or certain assets
- Review business terms in structured credit agreements and master trading agreements for clients
- Respond to and resolve state federal and local tax notices. Work with tax accountants on annual tax returns
- Manage accounting and operations for investment entities invested in solar and power assets. Responsibilities include managing investors' equity, capital distributions, and preparing communications to investors as well as managing general accounting matters (AP, AR, interest accrual and loan paydown, cash reconciliations, prepaid expenses, year-end close)

Corsair Capital, New York, NY

June 2014 – December 2014

Associate

- Lead Fund Accountant for two Corsair Capital Funds with domestic and international investments
- Prepared capital calls, including reviewing capital call allocation between investors, preparing capital call letters and delivering letters to investors
- Responsible for implementing a new expense system as a special project, which involved handling complex expense rules, multiple currencies and ensuring proper allocation to Corsair Funds and Management Company

Pricewaterhouse Coopers, New York, NY

January 2011 – May 2014

Senior Associate, Investment Management (July 2012 – May 2014) / Associate, Asset Management (January 2011 – July 2012)

- Led, supervised and managed the day-to-day tasks of a team of 5-8 associates and senior associates. Planned and executed substantive and general audit procedures across various accounts to be completed by the team
- Completed detailed financial statement analysis procedures to review for sufficient and appropriate presentation and disclosure in the financial statements in accordance with US GAAP
- Reviewed and tested capital allocation schedules and performance fee schedules in accordance with fund agreements
- Responsible for performing all applicable audit procedures, including: foreign tax liability testing, corporate action testing, income/expense testing, cash/collateral reconciliations and financial highlight analysis

- Performed valuation procedures over various investment types, including: equity securities, complex international fixed income securities, derivatives and management fair valued private investments
- Reviewed legal documents such as: offering memorandums, LP/LLC agreements and Fund Prospectuses to ensure that the fund and any advisers and administrators complied with the provisions of the contracts
- Coordinated resources needed to execute the audit and managed timing of deadlines. Developed and monitored budgets and managed staff to maintain engagement profitability
- Consistently received “exceeds expectations” performance ratings; early promoted to Senior Associate
- Key Clients: Franklin Templeton Mutual Funds, Hedge Funds and Private Equity Funds and Commonfund Hedge Funds

EXHIBIT 9
Sample Disclosure Statements

DATE OF DEPOSIT
JUN 15 2021
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**CATALYST POWER
PENNSYLVANIA CUSTOMER DISCLOSURE STATEMENT
FIXED PRICE ELECTRICITY SUPPLY**

Customer Name			
Customer Contact	Name:	Phone:	
	Title:	Email:	
Billing Address			
Account Information, Term and Pricing	See Schedule A for schedule of Utility Accounts		

FIXED PRICE CONTRACT SUMMARY

Electric Generation Supplier Information	Catalyst Power & Gas, LLC, 600 Franklin Ave, #268, Garden City, NY 11530 PA PUC License No. _____ 1-888-789-7250, email at customercare@catalystpower.com You have chosen Catalyst Power & Gas, LLC ("Catalyst Power") as your electric generation supplier. Catalyst Power is not affiliated with your Electric Distribution Company ("EDC"). Catalyst Power is responsible for the electricity generation charges on your bills. These charges will appear on your EDC bills separate and apart from your EDC's distribution charges for delivering your electricity.
Price Structure	This is a Fixed Price Contract.
Electric Generation Supply Price	The price that you will pay per kWh for electricity during the Initial Term of this Agreement will be <RATE> per kWh.
Statement Regarding Savings	Catalyst Power's price for electricity may be higher or lower than the EDC's price in any given month, and there is no guarantee of savings.
Deposit Requirements	None
Incentives/Promotions	
Contract Start Date	The Agreement shall commence as of the date of the first meter reading following when the change of Customer's provider to Catalyst Power is deemed effective by the EDC
Contract Duration/Length	The Initial Term of this Agreement is ___ Billing Cycles, starting with the first month that you receive service from Catalyst Power.
Cancellation/Early Termination Fee	If Customer terminates prior to the end of the Initial Term, an Early Termination Fee ("ETF") of \$10 for each month remaining in the Initial Term will be charged. For residential customers, the ETF will be no greater than \$100 if the remaining term is less than 12 months, and \$200 if the remaining term is more than 12 months
End of Contract/Renewal Terms	Following the Initial Term, your account will automatically renew month-to-month at a variable rate. If you have a fixed duration contract that will be ending, or whenever Catalyst Power wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.
Right of Rescission	Customer may rescind this Agreement with no termination fee by calling Catalyst Power at 1-888-789-7250 at any time before midnight of the third business day after receiving this disclosure statement

{CUSTOMER NAME}

Catalyst Power & Gas, LLC

By:
Title:
Date:

By:
Title:
Date:

CATALYST POWER & GAS, LLC
Fixed Price Electricity Supply Disclosure Statement

This is an agreement between Catalyst Power & Gas, LLC ("Catalyst Power"), an independent energy supplier, and the undersigned customer ("Customer") under which Customer shall obtain electric generation supply service and begin enrollment with Catalyst Power (the "Agreement"). Catalyst Power is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity generation services in Pennsylvania. Our PUC license number for electricity generation supply is _____.

Your electricity generation prices and charges will be set by Catalyst Power. The Federal Energy Regulatory Commission regulates electricity transmission prices and services. The Public Utility Commission regulates electricity distribution prices and services.

You will continue to receive your bill from your Electric Distribution Company (EDC) for all electricity supply and delivery charges. Your EDC will continue to provide all emergency repairs and services. Catalyst Power is not affiliated with and does not represent your EDC.

Definitions: Generation Charge - The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier. Transmission Charge - The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.

1. **Agreement to Sell and Purchase Energy.** Subject to the terms and conditions of this Agreement, Catalyst Power agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Catalyst Power necessary to meet Customer's requirements based upon consumption data obtained by Catalyst Power or the delivery schedule of the EDC. Catalyst Power is not affiliated with and does not represent the EDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Catalyst Power or the EDC's delivery schedule. The EDC will continue to deliver the electricity supplied by Catalyst Power.
2. **Term.** The Initial Term of this Agreement is ___ months. The Agreement shall commence as of the date of the first meter reading following when the change of Customer's provider to Catalyst Power is deemed effective by the EDC. If you have a fixed duration contract that will be ending, or whenever Catalyst Power wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the changes become effective. These notifications will explain your options. Unless another option is chosen, upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis (the "Renewal Period") with no early termination fee under a variable rate. While receiving service on a month-to-month basis, Customer or Catalyst Power may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party. If there is a material adverse change in the business or financial condition of Customer (as determined by Catalyst Power at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Catalyst Power may terminate this Agreement upon 15 days' written notice to Customer.
3. **Right of Rescission.** You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Catalyst Power at 1-888-789-7250 or by email customercare@catalystpower.com.
4. **Pricing, Billing, and Termination. This is a Fixed Price Contract.** The price that you will pay per kWh for electricity generation supply is set forth on your Contract Summary. Your Catalyst Power price may be higher or lower than the EDC's price in any particular month, and there is no guarantee of savings. Your price includes estimated total state taxes, but excludes Pennsylvania sales tax, if applicable. If Customer terminates prior to the end of the Initial Term, an ETF of \$10 for each month remaining in the Initial Term will be charged. For residential customers, the ETF will be no greater than \$100 if the remaining term is less than 12 months, and \$200 if the remaining term is more than 12 months. Customers can call Catalyst Power at 1-888-789-7250 or visit our website at www.catalystpower.com for current variable pricing and the previous 24 months' average billed historical prices (or as many months of data as is available to date, up to 24 months). *Please note that historical prices are not indicative of present or future pricing.* There is no early termination fee for this Agreement.

The EDC will separately bill for, and Customer will be obligated to pay, all EDC delivery related rates and charges. Customer will receive a single bill for both electricity supply and delivery costs from EDC. Catalyst Power may assign and sell Customer accounts receivable to the EDC. Failure by a customer to make full payment of Catalyst Power charges due on any consolidated bill prepared by the EDC for Catalyst Power will be grounds for disconnection of utility services in accordance with PA PUC rules and regulations on the termination of service to residential customers. Your EDC may request a security deposit for amounts which include supplier charges. Your EDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations.

5. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Catalyst Power. Catalyst Power may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the PA

6. Information Release Authorization. Customer authorizes Catalyst Power to obtain and review information regarding Customer's credit history from credit reporting agencies and standard information that is made available to suppliers from your EDC. This information may be used by Catalyst Power to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Catalyst Power will maintain the confidentiality of the customer's personal information including name, address, phone number, usage, and payment history as required by applicable PUC regulations and Federal and State law. Catalyst Power will not release the customer's private confidential information to a third party without the customer's express consent. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Catalyst Power or by calling Catalyst Power at 1-888-789-7250. Catalyst Power reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

7. Cancellation. A residential customer may cancel this Agreement at any time by contacting Catalyst Power at 1-888-789-7250 or by email at customer@catalystpower.com. If you cancel this agreement you will owe us for amounts unpaid up to the date of cancellation. Catalyst Power may cancel this agreement at any time upon providing written notice to Customer. Common reasons for Catalyst Power to cancel this agreement would include: Non-Payment – If your electricity service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

8. Final Bill. Customer acknowledges that in the event of a cancellation or termination of this Agreement it may take several billing cycles for Customer to return to the EDC or another supplier for supply service. Customer is liable for all Catalyst Power charges until Customer returns to the EDC or goes to another supplier. A final bill will be rendered by the EDC after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be tried up subsequent to the final meter reading.

9. Agency-Electric: Customer hereby designates Catalyst Power as agent to; (a) arrange and administer contracts and service agreements between Customer and Catalyst Power and those entities including the PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Catalyst Power as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. The Delivery Points for the electricity will be a point at the PJM Catalyst Power load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

10. Title. Customer and Catalyst Power agree that title to, control of, and risk of loss to the electricity supplied by Catalyst Power under this Agreement will transfer from Catalyst Power to Customer at the Delivery Point(s).

11. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Catalyst Power. Catalyst Power makes no representations or warranties other than those expressly set forth in this Agreement, and Catalyst Power expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

12. Dispute Procedures-. In the event of a billing dispute or a disagreement involving Catalyst Power's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Catalyst Power by telephone or in writing, as provided below. If you are not satisfied after discussing your terms with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

13. Contact Information:

Catalyst Power Contact Information: Customer may contact Catalyst Power's Customer Service Center at 1-888-789-7250, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Catalyst Power at: 600 Franklin Ave, #268, Garden City, NY 11530 or email at customer@catalystpower.com.

Public Utility Commission, PO Box 3265, Harrisburg, PA 17105-3265, Phone: 1-800-692-7380

Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, or other successor media platform as determined by the Commission, by calling the Commission at 800-692-7380, and the Office of Consumer Advocate at (800) 684-6560 or www.oca.state.pa.us.

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

15. **Liability.** The remedy in any claim or suit by Customer against Catalyst Power will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Catalyst Power or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

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

17. **Choice of Laws.** Venue for any action brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the State of Pennsylvania without regard to the application of its conflicts of law principles.

18. **Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Catalyst Power's net income, shall be paid by Customer, and Customer agrees to indemnify Catalyst Power and hold Catalyst Power harmless from and against any and all such taxes.

19. **Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to rate, Catalyst Power shall have the right to modify this Agreement, with the customer's consent for any term other than rate, to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

20. **Energy Credits and Subsidies.** Notwithstanding anything to the contrary, to the extent Catalyst Power is obligated as a result of new requirements to purchase additional Renewable Energy Credits, Zero Emissions Credits, or other federal, state, or locally mandated credits, taxes, or subsidies to support the development and/or maintenance of renewable or zero carbon resources, such costs will be automatically passed through to the Customer and incorporated into the rate. Customer understands and acknowledges that such costs are subject to change at any time and are outside of Catalyst Power's control.

21. **Emergency Service.** The EDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the EDC.

22. **Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

In Witness Whereof, the Parties hereto, intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done on the Effective Date set forth on the disclosure statement.

**CATALYST POWER
PENNSYLVANIA CUSTOMER DISCLOSURE STATEMENT
VARIABLE PRICE ELECTRICITY SUPPLY**

Customer Name		
Customer Contact	Name:	Phone:
	Title:	Email:
Billing Address		
Account Information, Term and Pricing	See Schedule A for schedule of Utility Accounts	

VARIABLE PRICE CONTRACT SUMMARY

Electric Generation Supplier Information	Catalyst Power & Gas, LLC, 600 Franklin Ave, #268, Garden City, NY 11530 PA PUC License No. _____ 1-888-789-7250, email at customercare@catalystpower.com You have chosen Catalyst Power & Gas, LLC ("Catalyst Power") as your electric generation supplier. Catalyst Power is not affiliated with your Electric Distribution Company ("EDC"). Catalyst Power is responsible for the electricity generation charges on your bills. These charges will appear on your EDC bills separate and apart from your EDC's distribution charges for delivering your electricity.
Price Structure	This is a Variable Price Contract. The price that you will pay per kWh for electricity generation supply may vary from month to month based on the following factors: Catalyst Power's actual and estimated costs of obtaining wholesale electricity supply from PJM Interconnection, LLC or any other sources, including but not limited to prior period adjustments, capacity, inventory and balancing costs, transportation and transmission costs incurred by Catalyst Power, line losses, the costs of acquiring renewable energy and zero emissions credits, utility fees, and other market and business related factors such as administrative costs, expenses, and margins.
Electric Generation Supply Price	Your electric supply price for your first billing cycle with Catalyst Power will be \$0.____ per kWh Thereafter, your price will vary month-to-month based on the factors described above.
Statement Regarding Savings	Catalyst Power's price for electricity may be higher or lower than the EDC's price in any given month, and there is no guarantee of savings.
Deposit Requirements	None
Incentives/Promotions	
Contract Start Date	The Agreement shall commence as of the date of the first meter reading following when the change of Customer's provider to Catalyst Power is deemed effective by the EDC
Contract Duration/Length	Month to Month. This Agreement will start the first month that you receive service from Catalyst Power and will continue until terminated by either party.
Cancellation/Early Termination Fee	There is no early termination fee for this Agreement
End of Contract/Renewal Terms	This Agreement will renew on a month-to-month basis at a variable price with no cancellation fee until either party provides notice of its intent to cancel the Agreement. If you have a fixed duration contract that will be ending, or whenever Catalyst Power wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.
Right of Rescission	Customer may rescind this Agreement with no termination fee by calling Catalyst Power at 1-888-789-7250 at any time before midnight of the third business day after receiving this disclosure statement

{CUSTOMER NAME}

Catalyst Power & Gas, LLC

By:
Title:
Date:

By:
Title:
Date:

CATALYST POWER & GAS, LLC
Variable Price Electricity Supply Disclosure Statement

This is an agreement between Catalyst Power & Gas, LLC ("Catalyst Power"), an independent energy supplier, and the undersigned customer ("Customer") under which Customer shall obtain electric generation supply service and begin enrollment with Catalyst Power (the "Agreement"). Catalyst Power is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity generation services in Pennsylvania. Our PUC license number for electricity generation supply is _____.

Your electricity generation prices and charges will be set by Catalyst Power. The Federal Energy Regulatory Commission regulates electricity transmission prices and services. The Public Utility Commission regulates electricity distribution prices and services.

You will continue to receive your bill from your Electric Distribution Company (EDC) for all electricity supply and delivery charges. Your EDC will continue to provide all emergency repairs and services. Catalyst Power is not affiliated with and does not represent your EDC.

Definitions: Generation Charge - The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier. Transmission Charge - The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.

1. **Agreement to Sell and Purchase Energy.** Subject to the terms and conditions of this Agreement, Catalyst Power agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Catalyst Power necessary to meet Customer's requirements based upon consumption data obtained by Catalyst Power or the delivery schedule of the EDC. Catalyst Power is not affiliated with and does not represent the EDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Catalyst Power or the EDC's delivery schedule. The EDC will continue to deliver the electricity supplied by Catalyst Power.
2. **Term.** This is a Month to Month Agreement. The Agreement shall commence as of the date of the first meter reading following when the change of Customer's provider to Catalyst Power is deemed effective by the EDC, and shall continue until terminated by either party. Unless otherwise agreed to, this Agreement will automatically renew on a month-to-month basis under the same terms and conditions. In Catalyst Power's sole discretion, Catalyst Power reserves the right to automatically renew this Agreement at any time to a month-to-month renewal term priced at a variable rate which guarantees you savings compared to the default utility rate. If you have a fixed duration contract that will be ending, or whenever Catalyst Power wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options. While receiving service on a month-to-month basis, Customer or Catalyst Power may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party. If there is a material adverse change in the business or financial condition of Customer (as determined by Catalyst Power at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Catalyst Power may terminate this Agreement upon 15 days' written notice to Customer.
3. **Right of Rescission.** You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Catalyst Power at 1-888-789-7250 or by email customercare@catalystpower.com.
4. **Pricing, Billing, and Termination. This is a Variable Price Contract.** The price that you will pay per kWh for electricity generation supply may vary from month to month based on the following factors: Catalyst Power's actual and estimated costs of obtaining wholesale electricity supply from PJM Interconnection or any other sources, including but not limited to prior period adjustments, capacity, inventory and balancing costs, transportation and transmission costs incurred by Catalyst Power, line losses, the costs of acquiring renewable energy and zero emissions credits, utility fees, and other market and business related factors such as administrative costs, expenses, and margins. There is no limit on the amount that your price can decrease or increase from month to month. Your Catalyst Power price may be higher or lower than the EDC's price in any particular month, and there is no maximum price. Your price includes estimated total state taxes, but excludes Pennsylvania sales tax, if applicable. Customers will know the price per unit for electricity at the time of billing. Customers can call Catalyst Power at 1-888-789-7250 or visit our website at www.catalystpower.com for current variable pricing and the previous 24 months' average billed historical prices (or as many months of data as is available to date, up to 24 months). *Please note that historical prices are not indicative of present or future pricing.* There is no early termination fee for this Agreement.

The EDC will separately bill for, and Customer will be obligated to pay, all EDC delivery related rates and charges. Customer will receive a single bill for both electricity supply and delivery costs from EDC. Catalyst Power may assign and sell Customer accounts receivable to the EDC. Failure by a customer to make full payment of Catalyst Power charges due on any consolidated bill prepared by the EDC for Catalyst Power will be grounds for disconnection of utility services in accordance with PA PUC rules and regulations on the termination of service to residential customers. Your EDC may request a security deposit for amounts which include supplier charges. Your EDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations.

5. **Starting Price-**The starting price for electricity generation is set forth on your Contract Summary page, and this

price will apply to your first month of service from Catalyst Power.

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

7. **Information Release Authorization.** Customer authorizes Catalyst Power to obtain and review information regarding Customer's credit history from credit reporting agencies and standard information that is made available to suppliers from your EDC. This information may be used by Catalyst Power to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Catalyst Power will maintain the confidentiality of the customer's personal information including name, address, phone number, usage, and payment history as required by applicable PUC regulations and Federal and State law. Catalyst Power will not release the customer's private confidential information to a third party without the customer's express consent. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Catalyst Power or by calling Catalyst Power at 1-888-789-7250. Catalyst Power reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

8. **Cancellation.** A residential customer may cancel this Agreement at any time by contacting Catalyst Power at 1-888-789-7250 or by email at customer@catalystpower.com. There is no fee for cancelling this Agreement, however, if you cancel this agreement you will owe us for amounts unpaid up to the date of cancellation. Catalyst Power may cancel this agreement at any time upon providing written notice to Customer. Common reasons for Catalyst Power to cancel this agreement would include: Non-Payment – If your electricity service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

9. **Final Bill.** Customer acknowledges that in the event of a cancellation or termination of this Agreement it may take several billing cycles for Customer to return to the EDC or another supplier for supply service. Customer is liable for all Catalyst Power charges until Customer returns to the EDC or goes to another supplier. A final bill will be rendered by the EDC after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be tried up subsequent to the final meter reading.

10. **Agency-Electric:** Customer hereby designates Catalyst Power as agent to; (a) arrange and administer contracts and service agreements between Customer and Catalyst Power and those entities including the PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Catalyst Power as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. The Delivery Points for the electricity will be a point at the PJM Catalyst Power load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

11. **Title.** Customer and Catalyst Power agree that title to, control of, and risk of loss to the electricity supplied by Catalyst Power under this Agreement will transfer from Catalyst Power to Customer at the Delivery Point(s).

12. **Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Catalyst Power. Catalyst Power makes no representations or warranties other than those expressly set forth in this Agreement, and Catalyst Power expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

13. **Dispute Procedures-** In the event of a billing dispute or a disagreement involving Catalyst Power's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Catalyst Power by telephone or in writing, as provided below. If you are not satisfied after discussing your terms with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

14. **Contact Information:**

Catalyst Power Contact Information: Customer may contact Catalyst Power's Customer Service Center at 1-888-789-7250, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Catalyst Power at: 600 Franklin Ave, #268, Garden City, NY 11530 or email at customer@catalystpower.com.

Public Utility Commission, PO Box 3265, Harrisburg, PA 17105-3265, Phone: 1-800-692-7380

Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, or other successor media platform as determined by the Commission, by calling the Commission at 800-692-7380, and the Office of Consumer Advocate at (800) 684-6560 or www.oca.state.pa.us.

15. **Force Majeure.** Catalyst Power will make commercially reasonable efforts to provide electricity hereunder but Catalyst Power does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the

control of Catalyst Power ("Force Majeure Events") may result in interruptions in service. Catalyst Power will not be liable for any such interruptions caused by a Force Majeure Event, and Catalyst Power is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, inability to access the local distribution utility system, non-performance by the EDC (including, but not limited to, a facility outage on electric facilities), or any other cause beyond Catalyst Power control.

16. **Liability.** The remedy in any claim or suit by Customer against Catalyst Power will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Catalyst Power or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

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

18. **Choice of Laws.** Venue for any action brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the State of Pennsylvania without regard to the application of its conflicts of law principles.

19. **Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Catalyst Power's net income, shall be paid by Customer, and Customer agrees to indemnify Catalyst Power and hold Catalyst Power harmless from and against any and all such taxes.

20. **Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to rate, Catalyst Power shall have the right to modify this Agreement, with the customer's consent for any term other than rate, to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

21. **Energy Credits and Subsidies.** Notwithstanding anything to the contrary, to the extent Catalyst Power is obligated as a result of new requirements to purchase additional Renewable Energy Credits, Zero Emissions Credits, or other federal, state, or locally mandated credits, taxes, or subsidies to support the development and/or maintenance of renewable or zero carbon resources, such costs will be automatically passed through to the Customer and incorporated into the rate. Customer understands and acknowledges that such costs are subject to change at any time and are outside of Catalyst Power's control.

22. **Emergency Service.** The EDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the EDC.

23. **Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

In Witness Whereof, the Parties hereto, intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done on the Effective Date set forth on the disclosure statement.

EXHIBIT 10
Proofs of Publication

DATE OF DEPOSIT
/ JUN 15 2021
PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

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

STEVENS & LEE
MELISSA M. ZEIDERS
16TH FLOOR 17 N 2ND ST
HARRISBURG PA 17101

Account # 63029
Order # 82537499
Ad Price: 351.25

CATALYST POWER & GAS, LLC
Sharon Venturi

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

06/02/2021

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 Sharon Venturi

Sworn and subscribed to before me
this 1st day of June A.D., 2021

[Signature]
(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Kathleen Weaver, Notary Public
Lackawanna County
My commission expires June 14, 2025
Commission number 1314506
Member, Pennsylvania Association of Notaries

LEGAL NOTICE

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
Applications of Catalyst Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier 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.
Catalyst Power & Gas, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. **Catalyst Power & Gas, LLC** will also be filing an application with the PUC for a license to supply electricity or electric generation services as a generator and supplier of electric power engaged in the business of supplying electricity. **Catalyst Power & Gas, LLC** proposes to sell electricity, natural gas and related services in the service territories of Citizens Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric Utilities, Pike County Light & Power Co., Wellboro Electric Company, UGI Utilities, Inc., Columbia Gas of PA, Inc., PECO, National Fuel Gas Distribution Corp., Peoples Natural Gas Company, LLC, Peoples Gas Company, LLC, Philadelphia Gas Works, Valley Energy, Inc. and UGI Utilities, Inc.- Gas Division 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 **Catalyst Power & Gas, LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to **Catalyst Power & Gas, LLC's** attorney at the address listed below.
By and through Counsel for Catalyst Power & Gas, LLC
Michael Gruin, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 888-0852

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

STEVENS & LEE
17 N Second St 16th Floor
HARRISBURG PA 17101

REFERENCE: 136098 433513
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: 05/15/21

TOTAL COST: \$744.00 AD SPACE: 0 Lines

FILED ON: 05/15/21

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

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

By and through Counsel for Catalyst Power & Gas, LLC
Michael Gruln, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852

EP-433513

Sworn to and subscribed before me this 17th 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

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 14, 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**

Applications of Catalyst Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier 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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and related services in the service territories of Citizens' Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric Utilities, Pike County Light & Power Co., Wellsboro Electric Company, UGI Utilities, Inc., Columbia Gas of PA, Inc., PECO, National Fuel Gas Distribution Corp., Peoples Natural Gas Company, LLC, Peoples Gas Company, LLC, Philadelphia Gas Works, Valley Energy, Inc. and UGI Utilities, Inc.- Gas Division under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

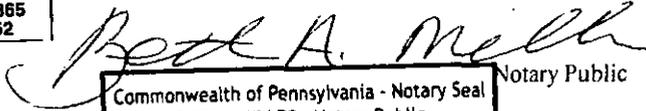
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Catalyst Power & Gas, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400

North Street, Harrisburg, PA 17120. You should send copies of any protest to Catalyst Power & Gas, LLC's attorney at the address listed below.

By and through Counsel for Catalyst Power & Gas, LLC
Michael Gruin, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852


SUN-GAZETTE LLC

Sworn to and subscribed before me
The 18th day of May 20 21


Notary Public

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

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette LLC, Dr.:
For publishing the notice attached
Hereto on the above state dates.....\$ 366.44
Probated same.....\$
Total.....\$ 366.44

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

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

SUN-GAZETTE LLC
BY Robert O. Rolley, Jr.

The Philadelphia Inquirer

601 MARKET STREET SUITE 300 PHILADELPHIA PA 19107

Affidavit of Publication

On Behalf of:
STEVENS & LEE
17 N. 2nd St., 16th Floor
Harrisburg, PA17101

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:

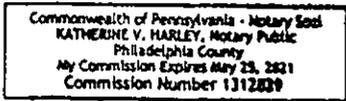
5/17/2021

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.

Helene Sweeney

Katherine V. Harley
Notary Public

My Commission Expires:



Ad No: 66487
Customer No: 104032

COPY OF ADVERTISEMENT

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Applications of Catalyst Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier 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. Catalyst Power & Gas, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. Catalyst Power & Gas, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as a generator and supplier of electric power engaged in the business of supplying electricity. Catalyst Power & Gas, LLC proposes to sell electricity, natural gas and related services in the service territories of Citizens' Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric Utilities, Pike County Light & Power Co., Wellsboro Electric Company, UGI Utilities, Inc., Columbia Gas of PA, Inc., PECO, National Fuel Gas Distribution Corp., Peoples Natural Gas Company, LLC, Peoples Gas Company, LLC, Philadelphia Gas Works, Valley Energy, Inc, and UGI Utilities, Inc.- Gas Division under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

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By and through Counsel for Catalyst Power & Gas, LLC

Michael Gruln, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852

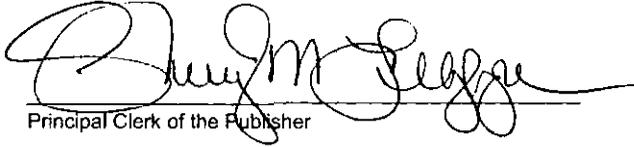


AD#: 0009974710

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 05/13/2021


Principal Clerk of the Publisher

Sworn to and subscribed before me this 18th 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**

**HARRISBURG, PA 17101
Phone (717) 255-7365
Fax (410) 988-0852**

Applications of Catalyst Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier 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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**By and through Counsel for Catalyst Power & Gas, LLC
Michael Gruin, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.**

Proof of Publication of Notice in Pittsburgh Post-Gazette

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

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

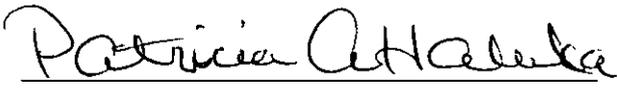
13 of May, 2021

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



PG Publishing Company

Sworn to and subscribed before me this day of:
May 13, 2021



Commonwealth of Pennsylvania - Notary Seal
Patricia A. Haluka, Notary Public
Allegheny County
My commission expires December 4, 2024
Commission number 1387348
Member, Pennsylvania Association of Notaries

STATEMENT OF ADVERTISING COSTS

Stevens & Lee PC
17 N 2ND ST FL 16
ATTN: Michael Gruin, Esq.
HARRISBURG PA 17101-1638

To PG Publishing Company

Total ----- \$688.50

Publisher's Receipt for Advertising Costs

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

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

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

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

COPY OF NOTICE OR PUBLICATION

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
Applications of Catalyst Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier 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.
Catalyst Power & Gas, LLC will be filing an application with the Pennsylvania Public Utility Commission (PUC) for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. Catalyst Power & Gas, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as a generator and supplier of electric power engaged in the business of supplying electricity. Catalyst Power & Gas, LLC proposes to sell electricity, natural gas and related services in the service territories of Citizens Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric Utilities, Pike County Light & Power Co., Wellsboro Electric Company, UGI Utilities, Inc., Columbia Gas of PA, Inc., PECO, National Fuel Gas Distribution Corp., Peoples Natural Gas Company, LLC, Peoples Gas Company, LLC, Philadelphia Gas Works, Valley Energy, Inc. and UGI Utilities, Inc. Gas Division 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 Catalyst Power & Gas, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Catalyst Power & Gas, LLC's attorney at the address listed below.
By and through Counsel for Catalyst Power & Gas, LLC
Michael Gruin, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852

COMMONWEALTH OF PENNSYLVANIA }
County of Cambria } SS

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Applications of Catalyst Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier 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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Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852*

Sign
28th
by C

[Handwritten signature]

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,

County of Cambria, and Commonwealth of Pennsylvania and above matter published in said publication in the regular issues of the Tribune-Democrat, Johnstown, PA, on May 13, 2021; and that the Affiant is not interested in and that all of the allegations as to time, place and character of

[Handwritten signature: Christine Marhefka]

STATEMENT OF ADVERTISING COSTS

0.00 Lines @	\$2.50 per line	0.00
9.25 Inches @	\$25.00 per inch	231.25
Notary Fee		5.00
Clerical Fee		2.50
Total Cost		238.75

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 *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.

TRIBUNE-DEMOCRAT
(Name of Newspaper)

By *[Handwritten signature]*

COMMONWEALTH OF PENNSYLVANIA } SS

Dial 532-5038
 for all the
 details on
 placing
 your ad

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,

published continuously at Johnstown Pa. in the County of Cambria, and Commonwealth of Pennsylvania and that the annexed is a true copy of a notice in the above matter published in said publication in the regular issues of The Johnstown Tribune-Democrat, Johnstown, PA, on May 13, 2021; and that the Affiant is not interested in the subject matter of said notice or advertising and that all of the allegations as to time, place and character of said publication are true.

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
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Notary Fee	5.00
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 Cambria County
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TRIBUNE-DEMOCRAT
 (Name of Newspaper)

By *Vivian Ohs*

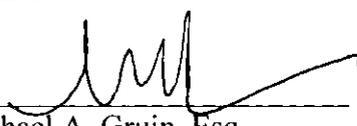
CERTIFICATE OF SERVICE

On this the 15th day of June 2021, I certify that a true and correct copy of the foregoing filing has been served upon the following by First Class U.S. Mail, postage prepaid:

Office of Consumer Advocate 5th Floor, Forum Place 555 Walnut Street Harrisburg, PA 17120	Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14th Floor Harrisburg, PA 17120
Office of Small Business Advocate Commerce Building, Suite 202 300 North Second Street Harrisburg, PA 17101	Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance PO Box 281230 Harrisburg, PA 17128-0946
Bureau of Investigation & Enforcement Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2 West Harrisburg, PA 17120	Manager Energy Acquisition PECO Energy Company 2301 Market Street Philadelphia, PA 19101-8699
Legal Department West Penn Power d/b/a Allegheny Power 800 Cabin Hill Drive Greensburg, PA 15601-1689	PPL: Office of General Counsel Attn: Kimberly A. Klock PPL Two North Ninth Street (GENTW3) Allentown, PA 18101-1179
Regulatory Affairs Duquesne Light Company 411 Seventh Street, MD 16-4 Pittsburgh, PA 15219	Pike County Light & Power Company: Vice President – Energy Supply Corning Natural Gas Holding Corporation 330 West William Street Corning, NY 14830
Citizens' Electric Company Attn: EGS Coordination 1775 Industrial Boulevard Lewisburg, PA 17837	UGI Utilities, Inc. Attn: Rates Dept. – Choice Coordinator 2525 N. 12th Street, Suite 360 1 UGI Dr. Denver, PA 17517
Legal Department First Energy 2800 Pottsville Pike Reading PA, 19612	Wellsboro Electric Company Attn: EGS Coordination 33 Austin Street P. O. Box 138 Wellsboro, PA 16901

DATE: June 15, 2021

DATE OF DEPOSIT


Michael A. Guin, Esq.

JUN 15 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ORIGIN ID:MDTA (717) 234-1090
JADE MACLEAN

SHIP DATE: 15JUN21
ACTWGT: 2.00 LB
CAD: 100081646/NET4340

17 N. 2ND ST
16TH FLOOR
HARRISBURG, PA 17111
UNITED STATES US

BILL SENDER

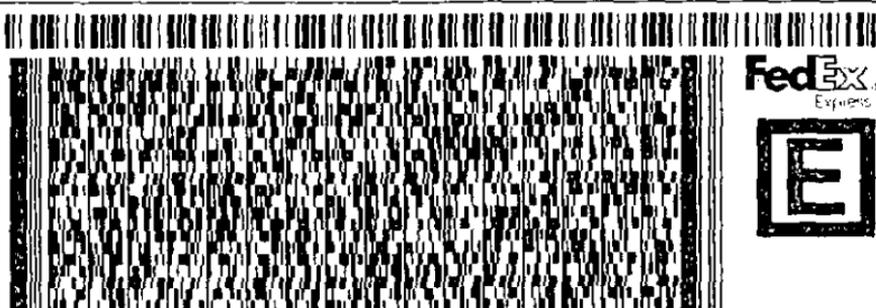
TO SECRETARY ROSEMARY CHIAVETTA
PENNSYLVANIA PUBLIC UTILITY COMMISS
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET
HARRISBURG PA 17120

(717) 255-7366

REF 115074-00001

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DEPT



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WED - 16 JUN 8:00A

FIRST OVERNIGHT

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JUN 17 2021

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PA PUBLIC UTILITY CO
SECRETARY'S BUL

17120
MDT

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FN



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CMPC



To: CHIAVETA, R. PUC

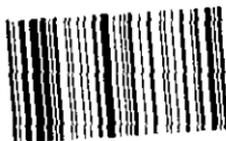
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Agency: PUC

Floor:

External Carrier: FEDEX

6/16/2021 7:46:57 AM



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