



8899 E Surrey Ave, Scottsdale, AZ, 85260 – (602)315-1231 – dcoburn@cpg-energy.com

December 8, 2021

VIA E-FILE AND FEDERAL EXPRESS

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

RE: Current Energy and Renewables Inc (Docket No. A-2021-3028636)
Responses to Data Requests - REFILE

Ms. Chiavetta:

Attached are Current Energy and Renewables Inc's responses to the PA PUC's October 7, 2021 Data Requests. These responses were initially e-filed on October 19, 2021 and re-filed on November 12, 2021 but both filings were rejected.

Please note that Responses to Data Request Item Nos. 1, 4 and 5 are being e-filed while Responses to Data Request Items Nos. 2 and 3 are confidential and are being submitted via Federal Express Overnight Delivery.

Thank you in advance for your assistance with this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'David G. Coburn', is written over the typed name and title.

David G. Coburn
Chief Executive Officer

cc: Stephen Jakab, Financial Analyst
Bureau of Technical Utility Services
via email: sjakab@pa.gov

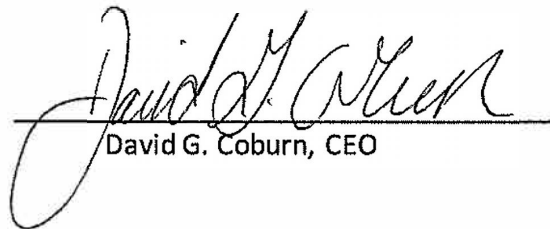
**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**APPLICATION OF CURRENT ENERGY AND)
RENEWABLES INC FOR APPROVAL TO SUPPLY)
ELECTRICITY OR ELECTRIC GENERATION SERVICES)
AS A SUPPLIER OF ELECTRICITY TO THE PUBLIC IN)
THE COMMONWEALTH OF PENNSYLVANIA)**

Docket No. A-2021-3028636

VERIFICATION

I, David G. Coburn, Chief Executive Officer of Current Energy and Renewables Inc, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



David G. Coburn, CEO

December 8, 2021

Date

Docket No. A-2021-3028636
Current Energy and Renewables, Inc.
Response to Data Request No. 1

DATA REQUEST NO. 1:

Reference Application, Section 2.b, Certificate of Incorporation – Applicant failed to provide signed and dated Articles of Incorporation or Incorporation Application Documentation. Please provide the missing documentation.

RESPONSE:

See the following attached documents:

Attachment 1.a. - Articles of Incorporation of Current Energy Group, Inc, with the State of Arizona, filed 10/16/2018

Attachment 1.b. - Articles of Amendment- Entity name change FROM Current Energy Group TO Current Energy and Renewables Inc, filed with State of Arizona on 11/5/2020

ATTACHMENT 1.a

**ARTICLES OF INCORPORATION
OF
CURRENT ENERGY GROUP, INC.**

The undersigned, for the purpose of forming a corporation under the laws of the State of Arizona, hereby adopts the following Articles of Incorporation:

**ARTICLE I
Name of the Corporation**

The name of the corporation is Current Energy Group, Inc. (the "Corporation").

**ARTICLE II
Corporate Purpose**

The purpose for which this Corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the laws of the State of Arizona, as they may be amended from time to time.

**ARTICLE III
Initial Business**

The initial business of the Corporation will be energy procurement and retail sales and related activities and services.

**ARTICLE IV
Initial Place of Business**

The initial place of business of the Corporation shall be 8899 E. Surrey Ave., Scottsdale, Arizona 85260, or such other location as the directors may from time to time determine.

**ARTICLE V
Statutory Agent**

The name and address of the initial statutory agent of the Corporation are Milligan Lawless, P.C., 5050 North 40th Street, Suite 200, Phoenix, Arizona, 85018.

**ARTICLE VI
Capital Stock**

The Corporation shall have the authority to issue One Hundred Thousand (100,000) shares of common stock having no par value.

**ARTICLE VII
Board of Directors**

The initial board of directors shall consist of three directors. The names and addresses of the persons who are to serve as the directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

David G. Coburn
8899 E. Surrey Ave.
Scottsdale, AZ 85260

Patrick G. Coburn
8899 E. Surrey Ave.
Scottsdale, AZ 85260

Mickey Perret
8899 E. Surrey Ave.
Scottsdale, AZ 85260

The number of directors may be increased or decreased from time to time as set forth in the Bylaws of the Corporation.

**ARTICLE VIII
Incorporators**

The name and address of the incorporator of the Corporation are:

David G. Coburn
8899 E. Surrey Ave.
Scottsdale, AZ 85260

All powers, duties, and responsibilities of the incorporator shall cease at the time of delivery of these Articles of Incorporation to the Arizona Corporation Commission.

**ARTICLE IX
Limitation of Director Liability**

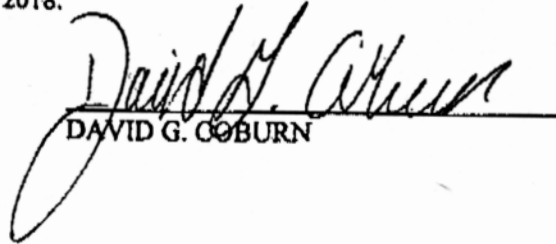
To the fullest extent permitted by the Arizona Revised Statutes, as the same exists or may hereafter be amended, no director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for any action taken or any failure to take any action as a director; provided, however, that this Article shall not eliminate or limit the liability of a director for (a) the amount of a financial benefit received by a director to which the director is not entitled; (b) an intentional infliction of harm on the Corporation or the shareholders; (c) a violation of A.R.S. §10-833; or (d) any intentional violation of criminal law. No repeal, amendment or modification of this Article, whether direct or indirect, shall eliminate or reduce

its effect with respect to any act or omission of a director of the Corporation occurring prior to such repeal, amendment or modification.

ARTICLE X
Indemnification

The Corporation may, and in all circumstances in which indemnification is mandatory by law shall, indemnify any person who incurs expenses or liabilities by reason of the fact such person is or was an officer, director, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation as of the 15 day of October, 2018.

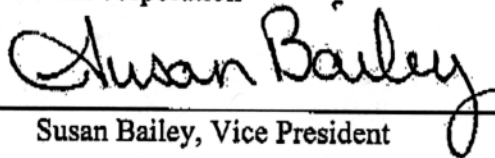


DAVID G. COBURN

CONSENT OF STATUTORY AGENT

Milligan Lawless, P.C., an Arizona professional corporation, having been designated to act as Statutory Agent of **Current Energy Group, Inc.**, hereby consents to act in that capacity until its removal or resignation is submitted in accordance with the Arizona Revised Statutes.

MILLIGAN LAWLESS, P.C., an Arizona professional corporation

By: 
Susan Bailey, Vice President

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

CERTIFICATE OF DISCLOSURE*Read the Instructions C003I***1. ENTITY NAME** – give the exact name of the corporation in Arizona:CURRENT ENERGY GROUP, INC.**2. FELONY/JUDGMENT QUESTIONS :**

Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten per cent of the issued and outstanding common shares or ten per cent of any other proprietary, beneficial or membership interest in the corporation been:

2.1	Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the signing of this certificate?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2.2	Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2.3	Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the signing of this certificate, involving any of the following: a. The violation of fraud or registration provisions of the securities laws of that jurisdiction; b. The violation of the consumer fraud laws of that jurisdiction; c. The violation of the antitrust or restraint of trade laws of that jurisdiction?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2.4	If any of the answers to numbers 2.1, 2.2, or 2.3 are YES , you MUST complete and attach a Certificate of Disclosure Felony/Judgment Attachment form C004.		

3. BANKRUPTCY QUESTION:

3.1	Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty per cent interest in any other corporation (not the one filing this Certificate) on the bankruptcy or receivership of the other corporation ?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3.2	If the answer to number 3.1 is YES , you MUST complete and attach a Certificate of Disclosure Bankruptcy Attachment form C005.		

IMPORTANT: If within 60 days of the delivery of this Certificate to the A.C.C. any person not included in this Certificate becomes an officer, director, trustee or person controlling or holding over ten per cent of the issued and outstanding shares or ten per cent of any other proprietary, beneficial or membership interest in the corporation, the corporation must submit a SUPPLEMENTAL Certificate providing information about that person, signed by all incorporators or by a duly elected and authorized officer.

SIGNATURE REQUIREMENTS:	
Initial Certificate of Disclosure:	This Certificate must be signed by all Incorporators. If more space is needed, complete and attach an Incorporator Attachment form C084.
Foreign corporations:	This Certificate may be signed by a duly authorized officer or by the Chairman of the Board of Directors.
Credit Unions and Loan Companies:	This Certificate must be signed by any 2 officers or directors.

David G. Coburn
Name

8899 E. Surrey Ave.
Address 1

Address 2

Scottsdale **AZ** **85260**
City State Zip

Country

Name

Address 1

Address 2

City State Zip

Country

SIGNATURE - see Instructions C0031:

By typing or entering my name and checking the box marked "I accept" below, I acknowledge under penalty of law that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

David G. Coburn
Signature

David G. Coburn **10-15-18**
Printed Name Date

REQUIRED - check only one:

- Incorporator** - I am an incorporator of the corporation submitting this Certificate.
- Officer** - I am an officer of the corporation submitting this Certificate
- Chairman of the Board of Directors** - I am the Chairman of the Board of Directors of the corporation submitting this Certificate.
- Director** - I am a Director of the credit union or loan company submitting this Certificate.

SIGNATURE - see Instructions C0031:

By typing or entering my name and checking the box marked "I accept" below, I acknowledge under penalty of law that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Signature

Printed Name Date

REQUIRED - check only one:

- Incorporator** - I am an incorporator of the corporation submitting this Certificate.
- Officer** - I am an officer of the corporation submitting this Certificate
- Chairman of the Board of Directors** - I am the Chairman of the Board of Directors of the corporation submitting this Certificate.
- Director** - I am a Director of the credit union or loan company submitting this Certificate.

Filing Fee: None All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
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Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the Arizona Corporation Commission are public records and are open for public inspection.
If you have questions after reading the instructions, please call 602-542-3026 or (within Arizona only) 800-343-5819.

ATTACHMENT 1.b.

**ARTICLES OF AMENDMENT
OF FOR-PROFIT CORPORATION**

ENTITY INFORMATION

ENTITY NAME: CURRENT ENERGY AND RENEWABLES INC
ENTITY ID: 1910283
ENTITY TYPE: Domestic For-Profit (Business) Corporation
PERIOD OF DURATION: Perpetual
CHARACTER OF BUSINESS: Utilities
AUTHORIZED SHARES: Share Class: COMMON Share Series: Share Total: 1000000

FORMER ENTITY NAME CURRENT ENERGY GROUP, INC.

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: Milligan Lawless P.C.
PHYSICAL ADDRESS: 5050 North 40th St Suite 200, PHOENIX, AZ 85018
MAILING ADDRESS:

KNOWN PLACE OF BUSINESS

8899 E SURREY AVE , SCOTTSDALE, AZ 85260

PRINCIPAL INFORMATION

Director: DAVID G COBURN - 8899 E SURREY AVE, SCOTTSDALE, AZ, 85260, USA - - Date of Taking Office:
10/16/2018

Director: MICKEY PERRET - 8899 E SURREY AVE, SCOTTSDALE, AZ, 85260, USA - - Date of Taking Office:
10/16/2018

Director: PATRICK G COBURN - 8899 E SURREY AVE, SCOTTSDALE, AZ, 85260, USA - - Date of Taking Office:
10/16/2018

President: Patrick Coburn - 8899 E Surrey Ave, SCOTTSDALE, AZ, 85260, USA - - Date of Taking Office:

ADOPTION AND VOTE

ADOPTION DATE: 03/02/2020
Does the amendment provide for an exchange, reclassification or cancellation of issued shares? NO
Does the amendment contain provisions for implementing the exchange, reclassification or cancellation of issued shares? NO
Approved by incorporators or board of directors without shareholder action, and shareholder approval was not required, or no shares have been issued YES
Approved by shareholders but not by voting groups NO
Approved by shareholders and voting groups NO
Approved by voting group(s) only NO

SIGNATURE

Chairman of the Board of Directors: David Coburn - 11/05/2020

Current Energy Group, Inc

Change entity name to

Current Energy and Renewables Inc

Docket No. A-2021-3028636
Current Energy and Renewables, Inc.
Response to Data Request No. 4

DATA REQUEST NO. 4:

Reference Application, Section 9, Disclosure Statement – Applicant failed to provide its Disclosure Statement for approval. Please provide the missing documentation.

RESPONSE:

See attached Current Energy and Renewables, Inc's Disclosure Statement

**Current Energy and Renewables Inc
Terms of Service/Fixed Price Electricity
Supply Disclosure Statement**

This is an agreement between Current Energy and Renewables Inc (“Current”), an independent energy supplier, and the undersigned customer (“Customer”) under which Customer shall obtain electric generation supply service and begin enrollment with Current (the “Agreement”).

Background

Current is licensed by the Pennsylvania Public Utility Commission (“PA PUC”) to offer and supply electricity generation services in Pennsylvania. Our PA PUC license number for electricity generation supply is XXXXXX.

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

You will receive a single bill from your Electric Distribution Company (EDC) that will contain the EDC’s charges and Current’s charges for electricity supply. Your EDC will continue to provide all emergency repairs and services. Current is not affiliated with and does not represent your EDC.

Right of Rescission - You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone, in writing or electronically (if available) to cancel this agreement. See Section 11 for how to contact us.

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.

Non- Basic Charges – Not applicable to Current.

Terms of Service

1. (a) Basic Service Prices –

FIXED PRICE:

The price that you will pay per kWh for electricity generation supply is set forth on your Contract Summary. Your Current price may be higher or lower than the EDC’s price in any

particular month, and there is no guarantee of savings. Price refers to the price per kWh, listed on the Pricing Attachment, of electric energy consumed within a Billing Cycle as determined by the EDC. This price is made up of all non-utility charges which may include, if applicable: energy, ancillary services, Renewable Portfolio Standards, capacity, congestion, losses, applicable network integrated transmission charges, PJM charges, administrative and intermediary fees and Commercial Activity Tax ("CAT"). Current's Price does not include any state and local taxes or transmission and distribution services provided by the EDC. Customer acknowledges that the EDC may also charge a switching fee. If there is a change in market conditions, Current may lower the Price charged under this Agreement without Customer's consent, provided there are no other changes to the Agreement.

Current may assign and sell Customer accounts receivable to the EDC. Failure by a customer to make full payment of Current charges due on a consolidated bill prepared by the EDC for Current 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 maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations.

VARIABLE PRICE:

The price that you will pay per kWh for electricity generation supply may vary from month-to-month based on the following factors: Current'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 Current, 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 Current price may be higher or lower than the EDC's price in any particular month, and there is no maximum price. Customers will know the price per unit for electricity at the time of billing. This price will include the market-based cost for energy as reasonably determined by Current, plus all other taxes, costs, charges and fees listed in the Price section of this Agreement.

Customers can call Current at 1-800-975-7202 or email us at notices@cpq-energy.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.

Current may assign and sell Customer accounts receivable to the EDC. Failure by a customer to make full payment of Current charges due on any consolidated bill prepared by the EDC for Current 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 maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations.

(b) Non-basic Service Prices – Current Energy and Renewables Inc is not offering any non-basic services at this point.

2. Duration of Agreement

Fixed Duration Agreement – This agreement shall become effective after acceptance and signature by both Customer and Current Energy and Renewables Inc (“Effective Date”). Current reserves the right to reject this Agreement by providing written notice to Customer within ten (10) business days, for any reason. Service will commence at the Contract Price on the first available meter read date on or immediately following the Start Date as specified in the Pricing Attachment. Customer acknowledges that the origination of service is dependent upon enrollment confirmation by the EDC. Current will begin supplying electricity to Customer when the EDC switches Customer’s facility(ies) to Current at the next available meter read date, and will continue service until the End Date (“Initial Term”) listed in the Pricing Attachment unless sooner terminated herein.

Month-to-Month Agreement – The Variable Rate price for any month-to-month renewal will be adjusted monthly to reflect market conditions. There is no limit on the amount that your price can decrease or increase from month-to-month. Your Current price may be higher or lower than the EDC’s price in any particular month, and there is no maximum price. Customers will know the price per unit for electricity at the time of billing. This price will include the market-based cost for energy as reasonably determined by Current, plus all other taxes, costs, charges and fees listed in the Price section of this Agreement. Variable Rate service will continue on a month-to-month basis and may be cancelled by the Customer at any time without penalty.

3. Special Terms and Conditions -

There are no special terms or conditions at this time. There are no incentives or any other promotions at this time.

4. Deposit Requirements

Upon checking your credit history or at any time during the term of this Agreement, Current may determine that a security deposit is required. The amount determined due by Current will not exceed the cost of two (2) months estimated billing and shall be paid within ten (10) days of the date the request is made. If Customer fails to make such a deposit within this timeframe, Current may terminate this Agreement with no additional notices to the Customer, and Customer will be liable for Actual Damages. At the end of the Initial Term, Current will apply the deposit to the final bill and promptly refund any excess to Customer when service is terminated. Current will not pay interest on this deposit.

5. Penalties, Fees and Exceptions

Customer will receive a single bill from EDC which contains EDC charges and Current’s electric supply charges. Current does not offer budget billing for electricity supply. Current has the right to assign to EDC all amounts due from Customer to Current and Customer is to pay the EDC. Current may use estimated data in the absence of actual meter reads by your EDC provided that such estimates will be reconciled to actual data at time of receipt.

Customer will be subject to EDC payment terms and provisions contained in the EDC tariff and established by the Public Utilities Commission of Pennsylvania (“PA PUC”) and may be held responsible for penalties if these terms are not met. If EDC charges a late payment fee, Current may also charge a late payment fee of the same amount. In addition, if EDC payment terms are not met, EDC may disconnect all services to Customer and Customer will be responsible for all charges to reconnect service. If service is terminated by EDC, Current may also terminate this Agreement and Customer is considered in Default and will be responsible for Actual Damages. Customer may request up to 24 months of payment history, up to 2 times within a 12-month period, without charge.

6. Cancellation Provisions

If Customer cancels this Agreement before the expiration of the Initial Term or is in Default per this Agreement, Customer may be liable for Actual Damages. Customer understands that Current will incur substantial damages because of Customer’s breach, and is entitled to be paid Actual Damages. The amount of applicable Actual Damages is the cost to sell back electricity into the wholesale electricity market plus the calculated remaining broker fees. Should the Actual Damages plus broker fees be calculated to be \$0.00 or less, no Default penalty for Actual Damages will be assessed. Actual Damages are to be paid within ten (10) days of the date the request is made.

There is no penalty for termination of the month-to-month Variable Rate term. Residential and Small Commercial Customers have the right to terminate this Agreement without penalty and with prior written notice to Current, if Customer moves/relocates facility(ies) outside of Current’s service territory or to an area where Current charges a different rate than your current Agreement Price. If Customer relocates within the same EDC, Customer’s service will transfer and this Agreement will continue for the remainder of the Initial Term. If Customer relocates within the same EDC, Customer must call the EDC at the number included in this Agreement and request to transfer service to your new location, obtain the new account information, and contact Current to provide your new location and account information to transfer service.

If Customer is a Residential or Small Commercial Customer, Current has the right to terminate this Agreement upon 14 days’ written notice if Customer fails to pay an invoice or meet agreed upon payment terms.

7. Renewal Provision/Agreement Expiration/Change in Terms

At the end of the Initial Term, if Customer and Current have not entered into a renewal or amendment and Customer has not chosen to obtain service from another energy generation supplier, Current may either (1) automatically renew this Agreement at a month-to-month “Variable Rate” as described herein, or (2) return the Customer to their EDC’s standard offer service. Current will provide reasonable advance notice to Customer within 45 to 60 days of the expiration of the Fixed duration contract.

If you have a fixed duration contract that will be ending, or whenever Current Energy and Renewables Inc 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.

8. Contract Assignment

Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Current, which consent shall not be unreasonably withheld. Current may, without consent of Customer, assign this Agreement to any affiliate or to any party succeeding to substantial portion of the assets of Current, or assign, pledge or otherwise collaterally assign its rights under this Agreement to another energy supplier authorized by the PA PUC.

If the contract is assignable, Current shall inform the Customer of this and prior to any contract assignment, Current will provide notice to the Customer with the name of the new EGS, the contact information for the new EGS, and the estimated month and year that the assignment is expected to occur. Contract terms and conditions will remain unchanged.

9. Consent to Obtain Customer Information

By executing this Agreement, Current will be provided certain information about you by the EDC, including but not limited to, account numbers, service addresses, telephone numbers, meter read data, and other usage information. Additionally, by executing this Agreement, you authorize Current to obtain your credit history. This information will be used to determine whether it will commence or continue service under this Agreement and Current will not disclose this information to a third party unless required by law. This Authorization will remain in effect while Customer is receiving service from Current. Customer may rescind this Authorization at any time by providing written notice to Current, however Current reserves the right to cancel this Agreement should Authorization be rescinded prior to the end of the Initial Term.

10. Dispute Procedures

Contact us with any questions concerning our terms of service. Customer may contact Current Energy and Renewables Inc with any questions or concerns regarding this Agreement or services provided by Current. Current will make good faith efforts to address concerns in a timely, reasonable manner. If you have a complaint that is not resolved after you have called Current Energy and Renewables Inc and/or your utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Pennsylvania (PA PUC) for assistance at 1-800-692-7380 (toll free) from 8:00 am – 5:00 pm EST weekdays, via writing to 400 North Street, Keystone Building, Harrisburg, PA 17120, or by visiting <http://www.puc.pa.gov> . Hearing or speech impaired customers may contact the PAPUC via 7-1-1 (PA Relay Service).

Information about shopping for an electric supplier is available at www.papowerswitch.com or by calling the Pennsylvania Public Utility Commission at (800) 692-7380. Information is available from the Pennsylvania Office of Consumer Advocate at www.oca.state.pa.us or (800) 684-6560.

11. Contact information

Customer may contact Current via the methods listed below:

Current Energy and Renewables Inc
PA PUC License Number: **xxxxxx**

- Current Energy and Renewables Inc
Attention: Operations
8899 E Surrey Ave
Scottsdale, AZ 85260
- Phone: 800-975-7202 (toll free)
Monday – Friday, 8:00 am – 5:00 pm EST
- Email: notices@cpg-energy.com
- Website: cpg-energy.com

12. 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.

13. Force Majeure

Force Majeure shall mean an event that is beyond the reasonable control either party. If either Customer or Current is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as feasible after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require Current to deliver, or Customer to receive, electric energy at locations other than those Facility(ies) disclosed in the Pricing Attachment. The ability for Customer to purchase the products and services hereunder for a price less than the Agreement Price shall not constitute an Event of Force Majeure. Similarly, the ability for Current to supply electricity at a Price greater than the Agreement Price shall not constitute an Event of Force Majeure.

14. Regulatory Event

If there is a change in law, administrative regulation, rule, ISO design or structure, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Current to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes) relating to the provision of services contemplated herein above those existing

prior to the date of the Regulatory Event, then Current shall be permitted to either pass through the economic effects of such Regulatory Event to you to be paid by Customer in addition to Price, or terminate this Agreement by providing you with thirty (30) days' notice. For the avoidance of doubt, an increase in the rate for Network Integration Transmission Service by the ISO as approved by the FERC shall be a Regulatory Event.

15. Limitation of Liability & Disclaimer of Warranties

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, CURRENT EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. FURTHER, IT IS UNDERSTOOD CURRENT SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE EDC OR THE ISO, WHICH MAY RESULT FROM THE MAINTENANCE OR OPERATION OF ELECTRIC LINES AND SYSTEMS.

16. Governing Law

This Agreement and all claims arising out of or relating to its subject matter shall be exclusively governed by and construed under the internal laws of the State of Pennsylvania without regard to principles of conflict laws.

17. Taxes

Taxes shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by any Governmental Authority. Customer will be responsible for, pay, and indemnify Current for all Taxes hereunder, whether imposed on Customer or Current. Current may collect such Taxes from Customer by increasing Current charges for the amount of such Taxes.

18. Representations & No Waiver

Each Party represents to the other that: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) Customer intends to operate the business in substantially the same manner as you have in the previous 12 months and your usage during the previous 12 month period reasonably reflects anticipated consumption for the Initial Term of this Agreement; (c) it has not filed, does not plan to file or had any Bankruptcy proceeding filed against it; (d) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (e) it is the end-user for all electricity purchased under this Agreement and it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. You further represent and warrant that (a) any transactions entered into by you related to this Agreement are understood by you and made at Customer's sole election in the exercise of independent judgment and Customer assumes any risk associated with them; (b) that if at any time during the term of this Agreement Customer does not qualify as a Small Commercial Customer, then Customer hereby acknowledges and agrees to waive the rights, if any, under all applicable provisions of the PA PUC customer protection rules applicable to providers regarding the provision of electricity service to Small Commercial Customers.

19. Other Disclosures

Current's Environmental Disclosure label can be found on Current's website, and is incorporated into, and made a part of, this Agreement.

If you return to your EDC following service under this Agreement, you may not be served under the same contract rate, terms, and conditions that apply to other customers served by the EDC.

Electric Generation Supplier Contract Summary

Electric Generation Supplier Information	Current Energy and Renewables Inc, 8899 E Surrey Ave, Scottsdale, AZ 85260. PA PUC License No.: XXXXXX 1-800-975-7202, email notices@cpq-energy.com Website https://www.cpq-energy.com/ Customer will receive a single bill from EDC which contains EDC charges and Current's electric supply charges. Current does not offer budget billing for electricity supply.
Price Structure	This is a Fixed Price Contract.
Generation/Supply Price	The price that you will pay per kWh for electricity during the Initial Term of this Agreement will be specified in the pricing agreement and charged per kWh.
Statement Regarding Savings	Current Energy and Renewable'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	Upon checking your credit history or at any time during the term of this Agreement, Current may determine that a security deposit is required. The amount determined due by Current will not exceed the cost of two (2) months estimated billing and shall be paid within ten (10) days of the date the request is made.
Incentives	To be Determined – This box will be removed if no incentives are offered
Contract Start Date	Service will commence at the Contract Price on the first available meter read date on or immediately following the Start Date as specified in the Pricing Attachment.
Contract Duration/Length	The Initial Term of this Agreement is specified in the pricing attachment
Cancellation/Early Termination Fees	If Customer cancels this Agreement before the expiration of the Initial Term or is in Default per this Agreement, Customer may be liable for Actual Damages. The amount of applicable Actual Damages is the cost to sell back electricity into the wholesale electricity market plus the calculated remaining broker fees. Should the Actual Damages plus broker fees be calculated to be \$0.00 or less, no Default penalty for Actual Damages will be assessed. Actual Damages are to be paid within ten (10) days of the date the request is made.
End of Contract	At the end of the Initial Term, if Customer and Current have not entered into a renewal or amendment and Customer has not chosen to obtain service from another energy generation supplier, Current may either (1) automatically renew this Agreement at a month-to-month "Variable Rate" as described herein, or (2) return the Customer to their EDC's standard offer service. 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:	You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone, in writing or electronically (if available) to cancel this agreement. See Section 11 for how to contact us.

Docket No. A-2021-3028636
Current Energy and Renewables Inc.
Response to Data Request No. 5

DATA REQUEST NO. 5:

Reference Application, Section 10, Verifications, Acknowledgements, and Agreements – Applicant failed to provide proof that it is registered as an LSE (Load Serving Entity) for PJM in its Application Package. Please provide the missing documentation.

RESPONSE:

See attached email string from PJM. The October 14, 2021 PJM email confirms Current Energy and Renewables Inc.'s membership and the November 19, 2021 PJM email confirms that Current Energy and Renewables Inc. is a Load Serving Entity.

From: [Souder, Michelle](#)
To: [Bujar Haxha](#)
Cc: [Membership Forms Request](#); [Patt, Kathleen A.](#); [David G. Coburn](#)
Subject: RE: Confirmation of Member Status - Current Energy and Renewables Inc.
Date: Friday, November 19, 2021 12:12:27 PM
Attachments: [RAA.pdf](#)

Hi BJ,

You are signatory to the RAA. Being signatory to the RAA confirms that your company is an LSE. I attached the RAA for your convenience. Please take a look at the last pages.

Best Regards,

Michelle Souder
Sr. Member Liaison, Knowledge Management Center

M: (610) 666-4729 | C: (267) 858-8403 | Michelle.Souder@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403

From: Bujar Haxha <BujarHaxha@cpg-energy.com>
Sent: Tuesday, November 02, 2021 8:06 PM
To: David G. Coburn <dcoburn@cpg-energy.com>; Patt, Kathleen A. <Kathleen.Patt@pjm.com>
Subject: RE: Confirmation of Member Status - Current Energy and Renewables Inc.

External Email! Think before clicking links or attachments.

Hi Kathleen,

According to PA PUC, they are requesting that PJM confirms that Current Energy and Renewables is an LSE(Load Serving Entity). Can you please email and or attached a document stating that Current Energy and Renewables Inc is an LSE.

Thanks in advance.

Regards,
BJ Haxha

From: "Patt, Kathleen A." <Kathleen.Patt@pjm.com>
Date: October 14, 2021 at 10:59:12 AM EDT
To: "David G. Coburn" <dcoburn@cpg-energy.com>
Cc: Credit <credit_hotline@pjm.com>, "Burnley, Helen M." <Helen.Burnley@pjm.com>
Subject: Confirmation of Member Status - Current Energy and Renewables Inc.

Dear David,

As requested, I am writing to confirm that, according to our records, Current Energy and Renewables Inc. is a PJM Member as of today's date, October 14 , 2021. Current Energy and Renewables Inc. has also satisfied the minimum credit and/or collateral requirements to participate in the PJM Markets.

Sincerely,

Kathleen Patt

Sr. Collateral Analyst

(610) 666-4664 | Kathleen.patt@pjm.com | credit_hotline@pjm.com

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