



April 19, 2023

VIA eFiling

**Secretary
Pennsylvania Public Utility Commission
400 North Street, Keystone Building
Harrisburg, PA 17120**

Re: Data Response for Approved Energy II LLC's (Docket No. A-2022-3037379) Natural Gas Supplier (NGS) License Application

To Whom It May Concern,

Approved Energy II LLC's ("Approved") (Docket No. A-2022-3037379) filed its Natural Gas Supplier (NGS) License Application the Pennsylvania Utility Commission on December 9, 2022. Approved, hereby submits responses to the data request issued on January 12, 2023 and subsequent requests from the PA PUC regarding the following items:

- Revised Affidavits
- Bonding Requirements for National Fuel PA and Valley Energy
- Revised Natural Gas Supplier Agreement

Please direct any correspondence and communication regarding this application to the undersigned.

Respectfully submitted,

Jennifer G. Young
Customized Energy Solutions
215.789.6954
jyoung@ces-ltd.com

On behalf of: Approved Energy II LLC



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET
HARRISBURG, PENNSYLVANIA 17120

January 12, 2023

Docket No. A- 2022-3037379
Utility Code: 1225827

CHRIS DIEGUEZ MNGR OF OPERATIONS
APPROVED ENERGY II LLC
6717 4TH AVE
BROOKLYN NY 11220

RE: Natural Gas Supplier License Application

Dear Mr. Dieguez:

On December 28, 2022, the Public Utility Commission (Commission) accepted Approved Energy II LLC's application for a Natural Gas Supplier license. In order for us to complete our analysis of your application, the Energy Industry Group requires answers to the attached question(s).

Please use the Commission's efilings system or an overnight delivery service to submit the requested information to the Secretary of the Commission **within 30 days** from the date of this letter. The Commission accepts all public documents through our efilings system and strongly recommends companies open an efilings account through the Commission's website at <https://efiling.puc.pa.gov>. Use of the efilings system will ensure that submissions by the company are received timely and receipt can be verified. Failure to respond timely may result in the application being denied.

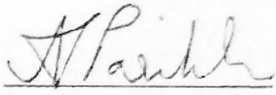
If your filing contains confidential material, you are required to either file by overnight delivery or submit to the Secretary's Share Point File system to ensure the timely filing of your submission. Filers should contact the Secretary's Bureau in advance to gain access to the Share Point File system. Make sure to reference the Docket Number listed above and mark the materials "CONFIDENTIAL" in bold or highlighted manner if any of the requested information is deemed to be of a confidential nature.

The overnight address for hard-copy or confidential responses is:

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

Your answers should be verified per 52 Pa Code § 1.36. Accordingly, you must provide the following statement with your responses:

I, Niraj Parikh, 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).

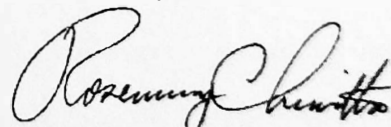
Signature 
Title COO
Date 3/12/2022

Please note that all documents requiring notary stamps must have original signatures.

If Approved Energy II LLC has decided to withdraw its application, please reply notifying the Commission of such a decision.

Finally, in order to expedite the application review process, please send a copy of your response to Jeff McCracken at jmccracken@pa.gov. If any problems arise that prevent a full timely response or if any clarification of these data requests is needed, please contact Jeff McCracken of the Bureau of Technical Utility Services via e-mail at jmccracken@pa.gov (preferred) or (717) 783-6163.

Sincerely,



Rosemary Chiavetta
Secretary

Enclosure

Docket No. A-2022-3037379
Approved Energy II LLC
Data Request

1. Reference Application, Section 11, Affidavits – The affidavits submitted list the applicant's name as Approved Energy II, LLC rather than Approved Energy II LLC (no comma). Please submit an Application Affidavit and an Operations Affidavit in which the applicant's name matches the PA Department of State documentation, exactly.

Attachment A
Revised Affidavits

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of New York :

SS.

County of Kings :

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

[He/she is the Chief Operating Officer (Office of Affiant) of Approved Energy II LLC (Name of Applicant);]

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

That the Applicant herein Approved Energy II LLC has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa. C.S. § 2208 (c)(1).

That the Applicant herein Approved Energy II LLC has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Approved Energy II 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 Approved Energy II 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.

Niraj Parikh

Signature of Affiant

Sworn and subscribed before me this 20 day of MARCH, 2023.

Eileen Rossi
Signature of official administering oath

EILEEN ROSSI
Notary Public, State of New York
No. 01RO6160711
Qualified in Richmond County
My Commission Expires 02/12/2024

My commission expires FEB. 12, 2024

Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of New York :

ss.

County of Kings :

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

[He/she is the Chief Operating Officer (Office of Affiant) of Approved Energy II LLC
(Name of Applicant);]

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

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

That Approved Energy II LLC, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render natural gas supply 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 Approved Energy II 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 22 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 natural gas 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).

Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

Appendix B (Continued)

That Approved Energy II LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506 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 Office of Communications 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 20 day of MARCH, 2023.



Signature of official administering oath

EILEEN ROSSI
Notary Public - State of New York
No. 01RO6160711
Qualified in Richmond County
My Commission Expires 02/12/2027

My commission expires FEB. 12, 2027.

Attachment B
Bonding Requests



National Fuel

February 15, 2023

Kevin Duffy, Chief Financial Officer
Approved Energy II LLC
6717 4th Avenue
Brooklyn, NY 11220

RE: Approved Energy II LLC

Dear Kevin,

Pursuant to 66 Pa. C. S. § 2208 (c), an applicant for a natural gas supplier license in the Commonwealth of Pennsylvania must furnish security to each utility where the supplier will do business to ensure the financial responsibility of such natural gas supplier. To this end, National Fuel Gas Distribution Corporation (“National Fuel”) will perform a credit review and analysis of Approved Energy II LLC (“AE”) and determine at the appropriate time whether AE must post a security deposit acceptable to National Fuel in order to operate as a supplier on National Fuel’s system.

AE’s security requirement to serve Pennsylvania customers is dependent on the type of transportation service utilized by AE. There is no Natural Gas Supplier (NGS) security requirement for customers that will be enrolled in National Fuel’s Purchase of Receivable (POR) program. As such, AE will not be required to post security for customers enrolled in the POR program. A security deposit will be required for transportation customers not enrolled in the POR program.

Should you have any questions concerning the above, please contact me at 716-857-7541.

Yours truly,

Nicole Barker
Transportation Service Department



VALLEY ENERGY

523 S. Keystone Avenue, P.O. Box 340, Sayre, PA 18840
800/998-4427 • 570/888-9664 • FAX 570/888-6199

January 17, 2023

Customized Energy Solutions

Ms. Jennifer Young

1528 Walnut St., 22nd Floor

Philadelphia, PA 19102

jyoung@ces-ltd.com

RE: Approved Energy II LLC

Dear Ms. Young:

We understand that Approved Energy II LLC has applied with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania including our company's service area.

Because Approved Energy II LLC intends to only provide natural gas aggregating, brokering, and consulting services at this time, we have determined that Approved Energy II LLC will not be required to post a bond or other form of financial security instrument to provide these services in our service area. However, if the services provided change in the future, we reserve the right to require security from Approved Energy II LLC as deemed appropriate.

If you have any questions, please contact Jamie Beale at 570-888-9664 (Ext. 5232).

Sincerely,

Edward E. Rogers
President & CEO

EER/ss

cc: J. Beale, Valley Energy

Attachment C
Natural Gas Supplier
Agreement

Approved Energy

6717 4th Ave

Brooklyn, NY 11220

1-833-CLN-ENER



NATURAL GAS SUPPLIER AGREEMENT

PENNSYLVANIA RESIDENTIAL AND SMALL COMMERCIAL USE

Customer:

Billing Address:

Tel. No:

Email Address:

Contact:

Date:

For list of accounts served, see Appendix A

Contract Volume: _____ Dth

Contract Term: _____ months starting on the first available meter read on or after _____ .

Bill Type: Single Billed

CUSTOMER DISCLOSURE STATEMENT

Natural Gas Supplier Information	Approved Energy II, LLC ("Approved Energy"), PUC License # xxxxxxxxx 6717 4 th Ave Brooklyn, NY 11220 Contact us M-F 9AM-5PM at: (833) CLN-ENER support@approvedenergy.com
	Approved Energy is not affiliated with your local utility. Your local utility will continue to deliver your energy. Approved Energy is responsible for your gas commodity/supply charges.
Price Structure	Fixed
Natural Gas Supply Rate	You will pay a fixed price of \$ _____ per Dth for natural gas service.
Statement on Savings	Your price may be higher or lower than the NGDC's price-to-compare. NGDC prices vary over time and Approved Energy offers no guarantee of savings over the NGDC's price.
Deposit Requirements	None
Contract Start Date	This agreement will begin on the date set by the NGDC.
Contract Duration/Length	____ billing cycles after enrollment.
Cancellation Policy/Early Termination Fees	EXCEPT AS PROVIDED BY THE RIGHT TO RECISSION BELOW, IF YOU OR APPROVED ENERGY CANCELS THIS AGREEMENT PRIOR TO EXPIRATION OF THE INITIAL TERM OR ANY RENEW TERM, YOU WILL INCUR AN EARLY TERMINATION FEE ("ETF") OF \$10 FOR EACH MONTH REMAINING ON THE INITIAL OR ANY RENEWAL TERMS. THE ETF WILL NOT EXCEED \$100 IF THE REMAINING TERM IS LESS THAN 12 MONTHS OR \$200 IF THE REMAINING TERM IS 12 MONTHS OR MORE.

End of Contract	If you have a fixed duration contract that will be ending, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 60 to 75 days before, and the second notice 45 days before the expiration date or the date the change becomes effective. These notices will explain your options.
Right of Recission	You may rescind the Agreement within three (3) business days of receipt of confirmation of this Agreement with no termination fee by contacting Approved Energy using the contact information listed in the Natural Gas Supplier Information section above.

By entering into this Agreement, Customer agrees to the terms above, along with the attached Terms and Conditions, and authorizes Approved Energy to act as Customer's agent in dealing with the Utility.

Approved Energy II LLC	[CUSTOMER NAME]
Signed by:	Signed by:
Name:	Name:
Date:	Date:

I. Definitions

Basic Services: Services necessary for the physical delivery of natural gas to a retail customer, consisting of natural gas distribution services and natural gas supply services.

Burner Tip: the point at which natural gas is used, such as a furnace, water heater, or range.

City Gate: the point where interstate pipelines deliver gas into NGDC facilities.

Commodity Charges: the charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (Dekatherms).

NGDC: Natural Gas Distribution Company, also referred to as the Utility. A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer (Formerly called local distribution company).

NGS: Natural Gas Supplier. An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC.

II. Terms and Conditions

1. Agreement to Sell and Purchase Energy. This is an agreement between Approved Energy II LLC, d/b/a Approved Energy ("Approved Energy") and the undersigned customer ("Customer," "You," or "Your") (collectively, the "Parties") under which Customer shall initiate natural gas service and begin enrollment with Approved Energy (the "Agreement"). We at Approved Energy are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC license number is (A-XXXX-XXXXXX). Subject to the terms and conditions of the Agreement, Approved Energy agrees to sell and facilitate supply, and Customer agrees to purchase and accept the quantity of natural gas (the "Contract Quantity") necessary to meet Customer's requirements based upon consumption data obtained by Approved Energy from the NGDC. The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Approved Energy or the NGDC's delivery schedule. The NGDC will continue to deliver the natural gas supplied by Approved Energy. Approved Energy is not affiliated with, and does not represent, the NGDC. Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

2. Customer Acknowledgements. Customer acknowledges the following:

- That any sales representative with whom Customer has spoken represents Approved Energy and is not from the NGDC;

- That you are the Customer whose name is on the account, the spouse of the account holder, or over 18 years of age, and are authorized to make decisions concerning the account;
- That your NGDC will continue to deliver your natural gas and provide you with your natural gas bill unless otherwise agreed to in writing.

3. Eligibility. This offer is only available to accounts on residential rate codes.

4. Term. You will buy your natural gas supply service for the above address from Approved Energy beginning on the date set by your natural gas distribution company (NGDC) and will continue for ____ months.

5. Price. Customer will pay a fixed rate per Dth for natural gas supply service, which is listed in the Contract Summary of this Agreement. This price includes commodity, capacity, storage, balancing, transportation to the burner tip, and other market-related factors, plus estimated state taxes, fees, charges or other assessments and Approved Energy's costs, expenses and margins. Price does not include applicable state and local sales tax.

6. Billing. Customer will receive a single bill from the NGDC that will contain (NGDC name) charges and (NGS name) charges.

7. Renewal Provision/Agreement Expiration/Change in Terms. If you have a fixed duration contract that will be ending, or whenever Approved wants to change the contract, you will receive two separate notices before the Initial Term ends or the contract change happens. The first notice will be sent 60 to 75 days prior to the end of the Initial Term, and the second notice will be sent 45 days prior to the end of the Initial Term. These notices will explain your options.

8. Customer Right to Rescission. You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. Customer may do this by either notifying us in writing at Approved Energy II LLC, 6717 4th Ave. Brooklyn, NY 11220 or by calling us at 1-833-CLN-ENER (833-256-3637) and informing us that Customer would like to rescind the Agreement.

9. Cancellation Provisions

- Customer-initiated cancellation: If you cancel this Agreement before the end of the Initial Term, you will be charged an Early Termination Fee as described in section 10 below.
 - Company-initiated cancellation: If at some future date there is a change in any law, rule, regulation, pricing structure or market condition whereby we are prevented or prohibited from carrying out the terms of the Agreement, or which causes us to be unable to economically continue this Agreement, we may cancel this Agreement. If we cancel this Agreement for any reason other than non-payment, we will provide you notice as described in section 7 above.
- Customer move: If Customer moves from the address listed above, this Agreement will be cancelled.
- Non-Payment – If your electric service is terminated by your electric distribution company, 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 electric generation service up to the date of termination.

10. Early Termination Fee. IF CUSTOMER TERMINATES THIS AGREEMENT AFTER THE 3-DAY RECISSION PERIOD AND BEFORE THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERMS, OR IF APPROVED ENERGY TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S BREACH, CUSTOMER SHALL PAY APPROVED ENERGY, IN ADDITION TO ANY OTHER APPLICABLE CHARGES, AN EARLY TERMINATION FEE EQUAL TO \$10 FOR EACH MONTH REMAINING ON THE INITIAL OR ANY RENEWAL TERM. THE ETF WILL NOT EXCEED \$100 IF THE REMAINING TERM IS LESS THAN 12 MONTHS OR \$200 IF THE REMAINING TERM IS 12 MONTHS OR MORE.

11. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Approved Energy. Approved Energy may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations thereunder, to another energy supplier, energy services company or other entity as authorized by the PUC. Approved Energy shall notify Customer of any such assignment at the time it enters into contract with the other supplier. In the event of such Assignment, all Terms and Conditions of this Agreement will remain unchanged.

12. Information Release Authorization. Customer authorizes Approved Energy to obtain and review the following information from the NGDC: consumption history; billing determinants; utility account number. This information may be used by Approved Energy 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. Customer's execution of this Agreement shall constitute authorization for the release of this information to Approved Energy. 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 Approved Energy or by calling Approved Energy at 1-833-CLN-ENER (833-256-3637). Approved Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

13. Consumer Protection. The services provided by Approved Energy to Customer are governed by the terms and conditions of this Agreement. Customer may obtain additional information by contacting Approved Energy at 1-833-CLN-ENER (833-256-3637) or the Pennsylvania Office of Consumer Advocate at www.oca.state.pa.us or (800) 684-6560.

14. Effect of Cancellation. Customer is liable for all Approved Energy charges until Customer returns to the NGDC or goes to another supplier.

15. Agency. Customer hereby appoints Approved Energy as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's natural gas needs, and (ii) arranging, contracting for and administering transportation and related services through natural gas pipelines and the NGDC's local delivery system needed to deliver natural gas to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

16. Delivery point, title, and taxes. Approved Energy will deliver Customer's natural gas supply to the NGDC city gate ("City Gate"). Title to, and risk of loss of, the natural gas will pass from Approved Energy to Customer at the City Gate. Approved Energy warrants good title to the natural gas sold and delivered to Customer. If Customer requests, Approved Energy will act as Customer's agent and arrange transportation of natural gas from transfer point(s) to the respective NGDC's City Gate. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of natural gas. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with Approved Energy.

17. Warranty. This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and Approved Energy. Approved Energy makes no representations or warranties other than those expressly set forth in this Agreement. APPROVED ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. Force majeure. In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of G-d, pandemics, curtailment by Customer's NGDC or Approved Energy transportation capacity, or Customer's NGDC appropriation of natural gas, the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the Parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

19. Liability. The remedy in any claim or suit by Customer against Approved Energy will be solely limited to direct actual damages, which will not exceed the amount of Customer's single largest monthly invoice during the preceding twelve (12) months. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either Approved Energy 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.

20. Contact Information. Customer may contact Approved Energy's Customer Service Center at 1-833-CLN-ENER (833256-3637), Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Approved Energy at: 6717 4th Ave. Brooklyn, NY 11220.

21. Measurement. For purposes of measuring the quantity, quality, and consumption of the natural gas delivered pursuant to this Agreement, the parties expressly agree to accept the measurements reported by the NGDC.

22. Dispute resolution. In the event of a billing dispute or a disagreement involving Approved Energy's service hereunder, the Parties will use their best efforts to resolve the dispute. Customer should contact Approved Energy by telephone or inwriting as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the Parties cannot resolve the dispute within forty-five (45) days, customer may contact the Pennsylvania Public Utility Commission at 1.800.690.7380. Either Party may avail itself of all remedies available under law or equity. Contact us with any questions concerning our terms of service. Information about shopping for a natural gas supplier is available at www.pagasswitch.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.

23. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

24. Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of conflicts of law principles.

25. Notice. A correctly addressed notice sent to Approved Energy at the address set forth herein by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email sent to Approved Energy at the email address set forth herein shall be

deemed to have been received at the time of successful transmission (as shown by the timed email records and the absence of a "failure to deliver" email response obtained by the sender).

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Signature may be communicated by electronic transmission and shall be binding upon the parties so transmitting their signatures.

27. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

28. Delay or Failure to Exercise Rights. No partial performance, delay or failure on our part in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

29. Confidentiality. Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following termination of this Agreement, this Agreement and all pricing provided hereunder is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Approved Energy.

30. 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 Approved Energy's net income, shall be paid by Customer, and Customer agrees to indemnify Approved Energy and hold Approved Energy harmless from and against any and all such taxes.

31. Emergency service. In the event of a gas leak, service interruption or other emergency, Customer should immediately call emergency personnel and their NGDC before contacting Approved Energy:

Columbia Gas	(888) 460-4332
National Fuel Gas	(800) 444-3130
PECO	(844) 841-4151
Peoples Natural Gas	(800) 400-4271
Peoples Gas	(800) 400-4271
Philadelphia Gas Works	(215) 235-1212
UGI Utilities	(800) 276-2722
Valley Energy	(800) 998-4427

32. Parties bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

