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Via Federal Express and Electronic Filing

April 21, 2026

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

RE: Initial Electric Generation Supplier Application; Light Energy, LLC d/b/a Light Energy Group (“Light Energy”)

Dear Secretary Homsher,

Light Energy hereby submit an **original** of its Electric Generation Supplier Application with the \$350 application fee payable to the Commonwealth of Pennsylvania. Separate public copies of the application have been sent to the required state agencies and utilities. In addition, a redacted copy of the same has been submitted this day electronically on the Commissions website; electronic filing confirmation is attached. In accordance with 52 Pa. Code § 54.32, Light Energy requests that the information and corresponding documentation to the below Application Sections be treated as confidential and trade secret.

- Exhibit 7b – Financial Records, Statements and Ratings
- Exhibit 7c – Supplier Funding Method
- Exhibit 8a – Experience, Plans, Structure

This information is treated as confidential by Light Energy, and public disclosure of such information could be potentially harmful to its position as an Electric Generation Supplier. Light Energy further requests that its response to any subsequent requests for additional information or clarification which staff might take with regard to these same requests also be permitted to be filed under seal.

Thank you, and please direct any questions or concerns about the information enclosed to the undersigned.

Respectfully,

/s/ Michelle Mann

Michelle Mann
Director of Government Affairs and
Regulatory Paralegal
Feller Law Group, PLLC
Phone: (718) 690-3480
Email: michellemann@feller.law

On behalf of Light Energy, LLC d/b/a Light Energy Group

Enclosures

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Light Energy, LLC, d/b/a Light Energy Group, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) [as specified in item #4b below] to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

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

Light Energy, LLC d/b/a Light Energy Group
98 San Jacinto Boulevard, Suite 160 Austin, TX, 78701
www.Light.dev
(469) 868-8656

- 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
5235 North Front Street
Harrisburg, PA 17110
Phone: 302-636-8805
Email: partnerservice@cscglobal.com

- 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 and future inquiries should be addressed.

NOTE: To ensure timely receipt of regulatory information, a contact employed directly by the Applicant, and not a consultant, is preferred.

The person to whom questions about this Application should be addressed is:
Michelle Mann
Director of Government Affairs & Regulatory Compliance/Corporate Paralegal
159 20th Street, Suite 1B,
Brooklyn, NY 11232
Phone: (718) 690-3480 / Fax: N/A
MichelleMann@Feller.Law

- 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.

Natara G. Feller, Esq.
Feller Law Group, PLLC
159 20th Street, Suite 1B,
Brooklyn, NY 11232
212-590-0145; no fax number
regulatory@feller.law

- 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.

Darcy Harding
Customer Operations
Address: 98 San Jacinto Boulevard, Suite 160
Austin, TX 78701
Phone: 866-608-3210 / Fax: N/A
support@light.dev

Sean Garrity
Customer Operations
Address: 98 San Jacinto Boulevard, Suite 160
Austin, TX 78701
Phone: 866-608-3210 / Fax: N/A
support@light.dev

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 DSCB: 54-311.

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. § 412 relating to Department of State filing requirements.

OR

The Applicant is a:

- domestic general partnership (*)
- domestic limited partnership (15 Pa.C.S. § 8621)
- foreign general or limited partnership (15 Pa.C.S. §§ 411 and 412)
- domestic limited liability partnership (15 Pa.C.S. §§ 8201 and 8221)
- foreign limited liability general partnership (15 Pa.C.S. §§ 411 and 412)
- foreign limited liability limited partnership (15 Pa.C.S. §§ 411 and 412)

- 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. §§ 411 and 412.

OR

The Applicant is a:

- domestic corporation (15 Pa.C.S. § 1308)
- foreign corporation (15 Pa.C.S. §§ 411 and 412)
- domestic limited liability company (15 Pa.C.S. § 8821)
- foreign limited liability company (15 Pa.C.S. §§ 411 and 412)
- Other (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Please refer to Exhibit 2b.
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation. Please refer to Exhibit 2b.
- Give name and address of officers.
Please refer to Exhibit 2b.

3. AFFILIATES AND PREDECESSORS

(both in state and out of state)

- a. **AFFILIATES:** Give name and address of any affiliates currently doing business and state whether the affiliates 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.

The Applicant does not have any affiliates doing business in the Commonwealth of Pennsylvania.

- b. **PREDECESSORS:** Identify any predecessors of the Applicant and provide the names under which the Applicant has operated, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

The Applicant does not have predecessors.

- c. **RELATED DOCKET NUMBERS:** Provide the Docket Numbers for any previous Pennsylvania PUC licenses for the Applicant, all affiliates, and any predecessors. If the Applicant does not have any related Docket Numbers, explicitly state so.

The Applicant does not have any related docket numbers for any previously Pennsylvania PUC licenses for the Applicant, affiliates, or predecessors.

4. OPERATIONS

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

Definitions

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

The Applicant is presently doing business in Pennsylvania as a

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

OR

The Applicant is not presently doing business in Pennsylvania.

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

- 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.

Please refer to Exhibit 4c.

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

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

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Large Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):
- Residential and Small Commercial Customers in a Mixed Meter Capacity -
This customer class reflects situations in which a large commercial, industrial, and/or governmental customer account also contains features of residential and/or small commercial customers. In this instance, the residential and/or small commercial portion must be an incidental portion of the larger account. **This customer class alone does not allow marketing targeted directly to residential and/or small commercial customers.** Further information may be found in the Requirements Applicable to Mixed Meter Scenarios Secretarial Letter served March 25, 2011, at Docket No. M-2009-2082042.

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

The approximate start date Light Energy, LLC proposes to actively market is 6/1/2026.

5. COMPLIANCE

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

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

Neither the Applicant, an affiliate, a predecessor, nor a person identified in this application have been or currently are the defendant of a criminal or civil proceeding within the last five years.

- b. **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.

The Applicant does not have actions or complaints to list and has not had an EGS or NGS license previously cancelled by the Commission.

- c. **SUMMARY:** Provide a statement as to the resolution or present status of any proceedings or actions listed above. Additionally, provide details of any actions the applicant has undertaken that will prevent the items listed above from occurring if licensed in Pennsylvania.

There are no proceedings, actions, or investigations currently pending or previously resolved that require disclosure in response to the question above.

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 Sections 1.57, 1.58, and 54.32(d) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 54.32(d), 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 Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101

- b. **EDCs:** Pursuant to Sections 1.57, 1.58, and 54.32(d) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 54.32(d), provide Proof of Service of the Application and attachments upon each Electric Distribution Company the Applicant proposes 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.

<p>Citizens' Electric Company: Citizens' Electric Company Attn: EGS Coordination 1775 Industrial Boulevard Lewisburg, PA 17837</p>	<p>Duquesne Light Company: Duquesne Light Company Regulatory Affairs 411 Seventh Street, MD 16-4 Pittsburgh, PA 15219</p>
<p>FirstEnergy Pennsylvania Electric Company: FirstEnergy Pennsylvania Electric Company Legal Department 341 White Pond Drive Akron, OH 44320</p>	<p>PECO: PECO Energy Company Manager Energy Acquisition 2301 Market Street Philadelphia, PA 19101-8699</p>
<p>Pike County Light & Power Company: Corning Natural Gas Holding Corporation Vice President – Energy Supply 330 West William Street Corning, NY 14830</p>	<p>PPL: PPL Office of General Counsel Attn: Kimberly A. Klock Two North Ninth Street (GENTW3) Allentown, PA 18101-1179</p>
<p>UGI: UGI Utilities, Inc. Attn: Rates Dept. – Choice Coordinator 1 UGI Drive Denver, PA 17517</p>	<p>Wellsboro Electric Company: Wellsboro Electric Company Attn: EGS Coordination 33 Austin Street P. O. Box 138 Wellsboro, PA 16901</p>

7. FINANCIAL FITNESS

a. **FINANCIAL SECURITY:** In accordance with 66 Pa.C.S. § 2809(c)(1)(i) and 52 Pa. Code § 54.40(a), 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, EGS suppliers should email pc-puc-tus-energy@pagov.onmicrosoft.com or call (717)783-5242 to determine the appropriate bonding amount based on a percentage of suppliers gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. Once the amount has been determined, suppliers 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 (preferred), 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: **Please refer to Exhibit 7b.**

- 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 statements (3-12 recent consecutive months), tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

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.

Please refer to Exhibit 7c.

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.

Breah Goerlich-Dulak
Controller
98 San Jacinto Boulevard, Suite 160, Austin, TX, 78701
Phone: (469) 868-8656 / Fax: N/A
Email Address: breah@poweredbylight.com

f. TAXATION: Complete the TAX CERTIFICATION STATEMENT attached as Appendix I to this application.

All sections of the Tax Certification Statement must be completed. Submitting N/A on either the Sales Tax License Number or the Employer ID Number (items 7A and 7B) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

Item 7A on the Tax Certification Statement is designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.

Please refer to Exhibit 7f.

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.

Please refer to Exhibit 8a.

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

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

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

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

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

Applicant will only work with approved broker/marketers. Applicant will monitor and comply with all applicable existing and future federal, state and municipal regulations and require the same of any vendors it works with. Applicant will respond to customer inquiries and complaints in accordance with best practices and regulations.

- 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.

Please refer to Exhibit 8e.

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

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

9. DISCLOSURE STATEMENTS:

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

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

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

Please refer to 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(b)(4).
- 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 of the Public Utility Code, 66 Pa.C.S. Chapt. 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. § 2809(D) and 52 Pa. Code § 54.41(a). 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. §§ 4902, 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 thirty (30) 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.

Please refer to Exhibit 11.

12. NEWSPAPER PUBLICATIONS

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

All Applicants MUST include a Commission issued Docket Number in their publications. Docket Numbers are issued to new applicants when an application packet is submitted to the PUC's Secretary's Bureau. **Newspaper publications published without a Commission issued Docket No. will be rejected.** For more information, see 52 Pa. Code § 54.35.

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.

Please refer to Exhibit 12.

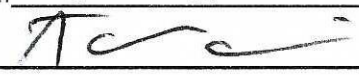
The chart below dictates which newspapers are necessary for each EDC. For example, an applicant that wants to operate in Penn Power would need to run ads in both The Erie Times-News and the Pittsburgh Post-Gazette. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication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

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News or Philadelphia Inquirer	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

(Newspaper Publication Templates are provided at Appendices K and L)

13. SIGNATURE

Applicant: Light Energy, LLC
 By: 
 Title: Cofounder & Secretary

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: Light Energy, LLC

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

Applicant's Use

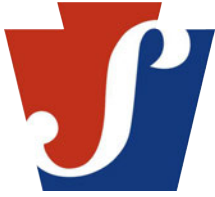
PUC Secretary's Bureau Use

EXHIBIT 2a
BUSINESS ENTITY FILINGS AND DEPARTMENT OF STATE FILINGS

Provide a copy of the Applicant's filing with Pennsylvania's Department of State pursuant to 54 Pa.C.S. § 311, Form DSCB: 54-311.

RESPONSE:

Please refer to the attached Fictitious Name documentation.



Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T: 717.787.1057
dos.pa.gov/BusinessCharities

July 22, 2025

Light Energy Group
98 SAN JACINTO, BLVD. SUITE 160.
AUSTIN, TX 78701

Entity Name:	Light Energy Group
Entity File Date:	July 17, 2025
Entity Number:	0014646497
Filing Type:	Fictitious Name

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.



0014646497



COMMONWEALTH OF PENNSYLVANIA
 Department of State
 Bureau of Corporations and Charitable Organizations
 PO Box 8722
 Harrisburg, Pennsylvania 17105-8722
REGISTRATION OF FICTITIOUS NAME
 Fee: \$70

Pennsylvania Department of State
-FILED-
 File #: 0014646497
 Date Filed: 7/17/2025

B0888-4468 07/17/2025 2:47 PM Received by Pennsylvania Department of State

DSCB: 54-311 (rev. 2/2017)

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

Fictitious Name
 Fictitious name Light Energy Group

Additional Information
 A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is: Operate as a third-party electricity supplier

The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):

Address 98 SAN JACINTO, BLVD. SUITE 160.
AUSTIN, TX 78701

Travis

Individuals interested in the business

Full Name	Address
None Entered	

Associations interested in the business

Name of organization	Form of Organization	Formation Locale	Principal Office	Registered Office Address
Light Energy, LLC Foreign Limited Liability Company Principal Office Address 98 SAN JACINTO BLVD STE 160 AUSTIN, TX 78701-4640 Commercial Registered Office Provider Corporation Service Company State or Country of Origin DELAWARE			None	None

Agents

Full Name
Adam Compain

Additional provisions, if any

I qualify for a veteran/reservist-owned small business fee exemption (see help)

Electronic Signature

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed.

Adam Compain

Light Energy, LLC

07/17/2025

Date

EXHIBIT 2b
BUSINESS ENTITY FILINGS AND DEPARTMENT OF STATE FILINGS

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

RESPONSE:

Please refer to the attached foreign LLC PA Department of State documentation.

- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.

RESPONSE:

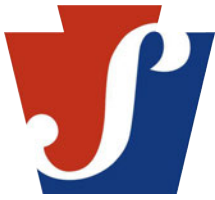
Delaware; Please refer to the attached documentation.

- Give name and address of officers.

RESPONSE:

Name: Baker Shogry
Title: Cofounder & CEO
Address: 98 San Jacinto Boulevard, Suite 160, Austin, TX, 78701
Business Phone: (469) 868-8656
Email Address: adam@lightenergy.io

Name: Adam Compain
Title: Cofounder & Secretary
Address: 98 San Jacinto Boulevard, Suite 160, Austin, TX, 78701
Business Phone: (469) 868-8656
Email Address: adam@lightenergy.io



Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T: 717.787.1057
dos.pa.gov/BusinessCharities

July 15, 2025

Corporation Service Company
5235 NORTH FRONT STREET
HARRISBURG, PA 17110

Entity Name: Light Energy, LLC
Entity File Date: July 10, 2025
Effective Date: September 15, 2025
Entity Number: 0014628906
Filing Type: Foreign Limited Liability Company

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit www.pa100.state.pa.us to register for business taxes with the Department of Revenue and the Department of Labor and Industry. You may also visit www.Business.pa.gov to find resources for businesses through all stages of development.

Beginning in 2025, annual reports are required for all domestic filing entities, limited liability general partnerships and registered foreign associations. More information will be forthcoming from the Bureau. However, to ensure that you receive notice of how and when to make annual reports, keep all information on file with the Bureau up-to-date, particularly registered office address.



0014628906



COMMONWEALTH OF PENNSYLVANIA
 Department of State
 Bureau of Corporations and Charitable Organizations
 PO Box 8722
 Harrisburg, Pennsylvania 17105-8722
FOREIGN REGISTRATION STATEMENT
 Fee: \$250

Pennsylvania Department of State

-FILED-

File #: 0014628906
 Date Filed: 7/10/2025
 Effective On: 9/15/2025

B0884-4294 07/10/2025 5:13 PM Received by Pennsylvania Department of State

DSCB:15-412 (rev. 2/2017)

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

Foreign Business Type	
Filing type	Foreign Limited Liability Company
LLC filing type	Limited Liability Company
Association Name	
The full and proper name of the foreign association as registered in its jurisdiction of formation is	Light Energy, LLC
Business name in Pennsylvania	Light Energy, LLC
Effective Date	
The filing shall be effective on a future specific date	
The effective date is	09/15/2025
Time	12:01 am
Additional Information	
Jurisdiction of Formation	DELAWARE
Select one of the following	The association may not have series.
The street address of the association's principal office.	
Principal Office Address	98 SAN JACINTO BLVD STE 160 AUSTIN, TX 78701-4640
The mailing address of the association's principal office.	
Mailing Address	98 SAN JACINTO BLVD., SUITE 160 AUSTIN, TX 78701
Home Jurisdiction Addresses	
Select one	The association's home jurisdiction does not require the association to maintain a street and mailing address in that jurisdiction.
Registered Office	
The name of the commercial registered office provider and the county of venue is	
Corporation Service Company Commercial Registered Office Provider	
Venue and Publication County	DAUPHIN
Additional provisions, if any	
Additional provisions	
<input type="checkbox"/> I qualify for a veteran/reservist-owned small business fee exemption (see help)	

Electronic Signature

IN TESTIMONY WHEREOF, the above-named association has caused this Foreign Registration Statement to be signed by a duly authorized representative

Full Name	Title	Date
Adam Compain	Authorized Person	07/10/2025

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 "LIGHT ENERGY, LLC", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF DECEMBER, A.D. 2023, AT 5:57 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2771486 8100
SR# 20234231792

Authentication: 204827406
Date: 12-15-23

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

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:57 PM 12/14/2023
FILED 05:57 PM 12/14/2023
SR 20234231792 - File Number 2771486

CERTIFICATE OF FORMATION
OF
LIGHT ENERGY, LLC

This Certificate of Formation of Light Energy, LLC (the “LLC”) is being duly executed and filed by Baker Shogry as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is Light Energy, LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is Legalinc Corporate Services, Inc., 651 N Broad Street, Suite 201, Middletown, Delaware 19709.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware is Legalinc Corporate Services, Inc., 651 N Broad Street, Suite 201, Middletown, Delaware 19709.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Light Energy, LLC this 14th day of December, 2023.

/s/ Baker Shogry
Baker Shogry
Authorized Person

EXHIBIT 4c PROPOSED SERVICES

Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.

RESPONSE:

The Applicant intends to act as a retail electric provider in all electric utilities in Pennsylvania and serve residential, small commercial, larger commercial, industrial, and governmental customers. The Applicant currently intends to market to customers via PUC licensed EGS brokers and marketers. In the future, the Applicant may utilize various sales channels permitted by the Commission. The Applicant expects to offer variable and fixed-rate electric products, and its terms of service and rates will be clearly outlined in its customer contracts.

Appendix C

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

Example CERTIFICATE OF SERVICE

On this the 8th day of April 2026 I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom or a USB flash drive, upon the following:

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

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

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

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

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

Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

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

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

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

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

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

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

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

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


Adam Compain, Cofounder & Secretary
Light Energy, LLC

EXHIBIT 7a
FINANCIAL FITNESS

In accordance with 66 Pa.C.S. § 2809(c)(1)(i) and 52 Pa. Code § 54.40(a), the Applicant is required to file a bond or other instrument to ensure its financial responsibilities and obligations as an EGS.

RESPONSE:

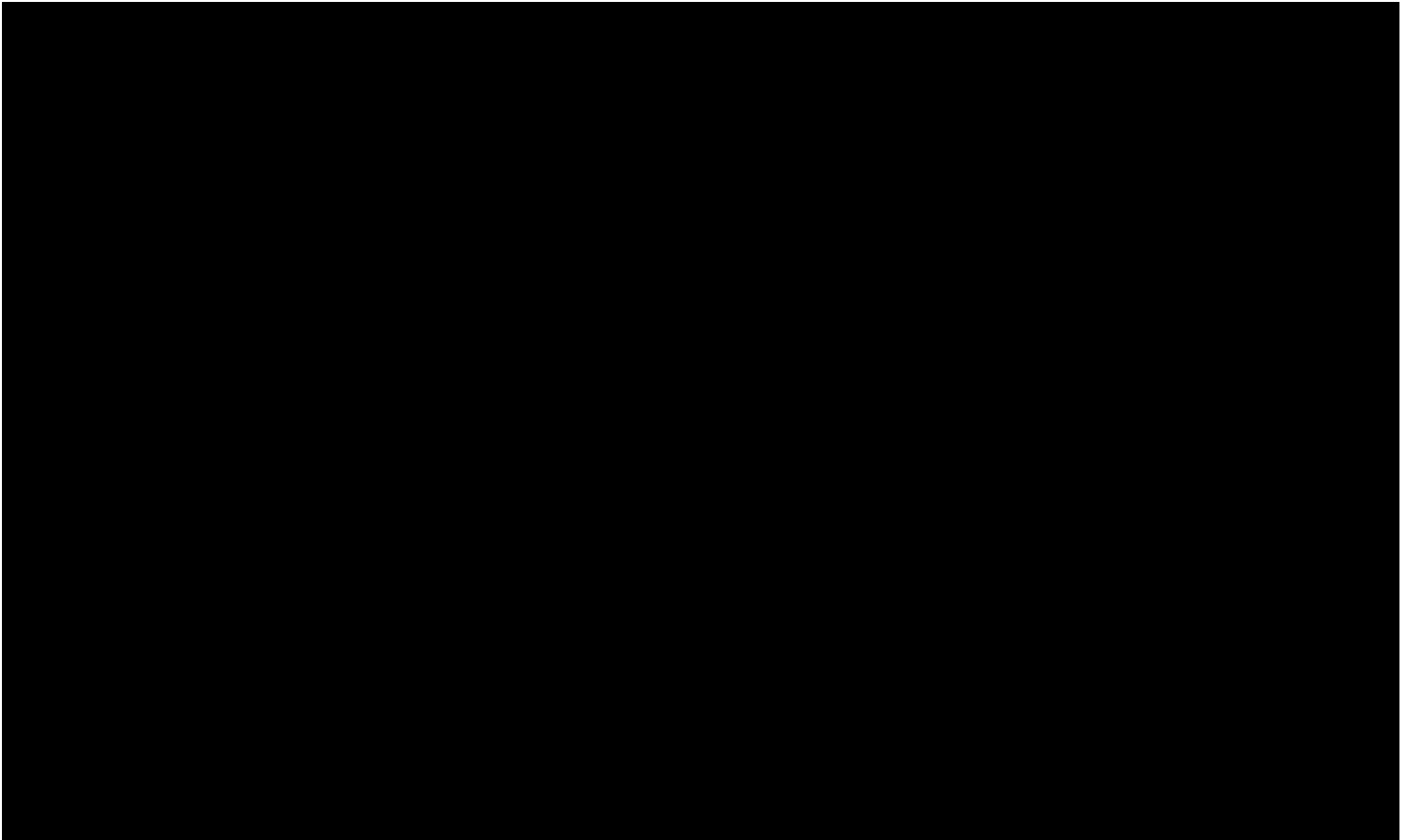
Please refer to the attached.

EXHIBIT 7b

FINANCIAL, RECORDS, STATEMENTS, AND RATINGS

Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided.

Please refer to the below items attached:



BUSINESS INFORMATION - CORPORATE STRUCTURE

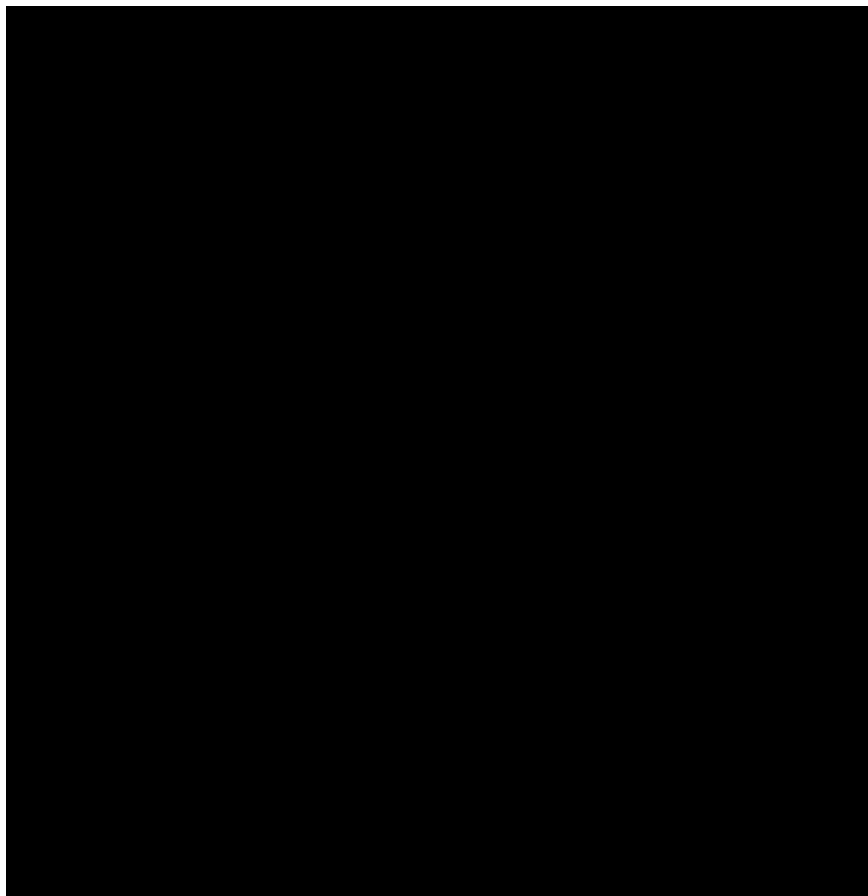
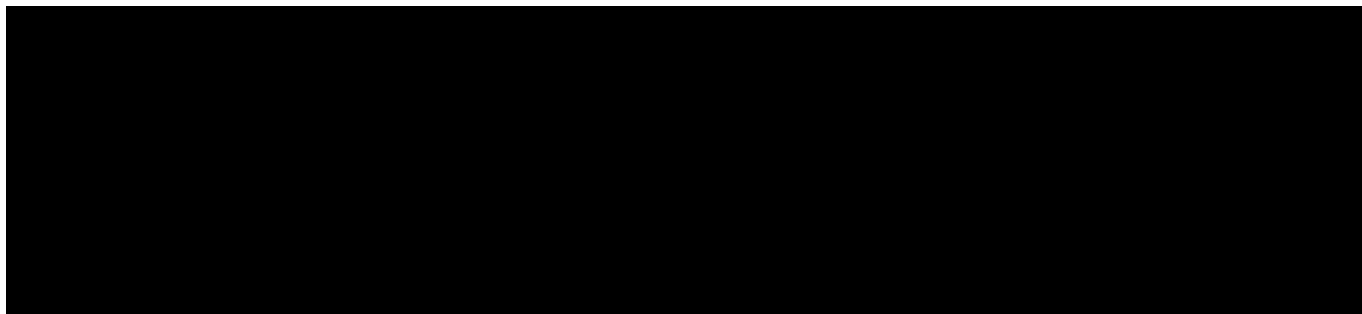


EXHIBIT 7c
SUPPLIER FUNDING METHOD

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.



**EXHIBIT 7f
TAXATION**

All sections of the Tax Certification Statement must be completed.

RESPONSE:

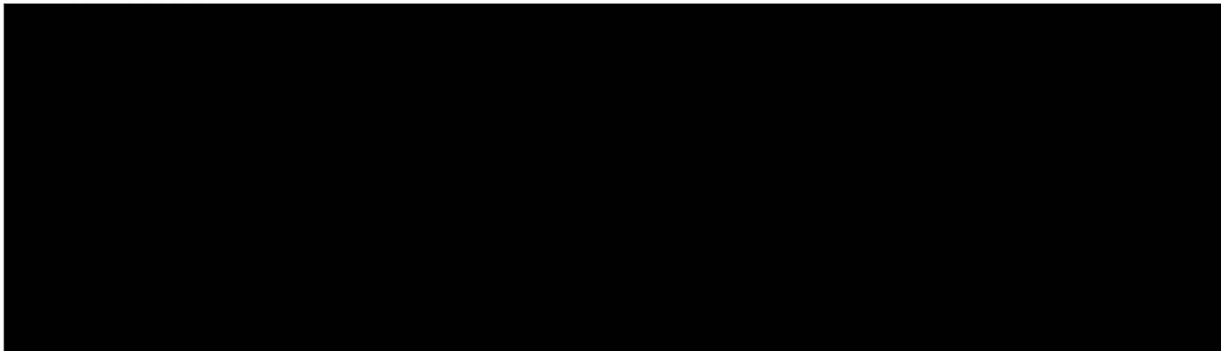
Please refer to the attached.

EXHIBIT 8a
TECHNICAL FITNESS
EXPERIENCE, PLAN, STRUCTURE

Please refer to the below:

- Applicant's previous experience in the electricity industry.

RESPONSE:



- Summary and proof of licenses as a supplier of electric services in other states or jurisdictions.

RESPONSE:



- Type of customers and number of customers Applicant currently serves in other jurisdictions.

RESPONSE:



- Staffing structure and numbers as well as employee training commitments.

RESPONSE:

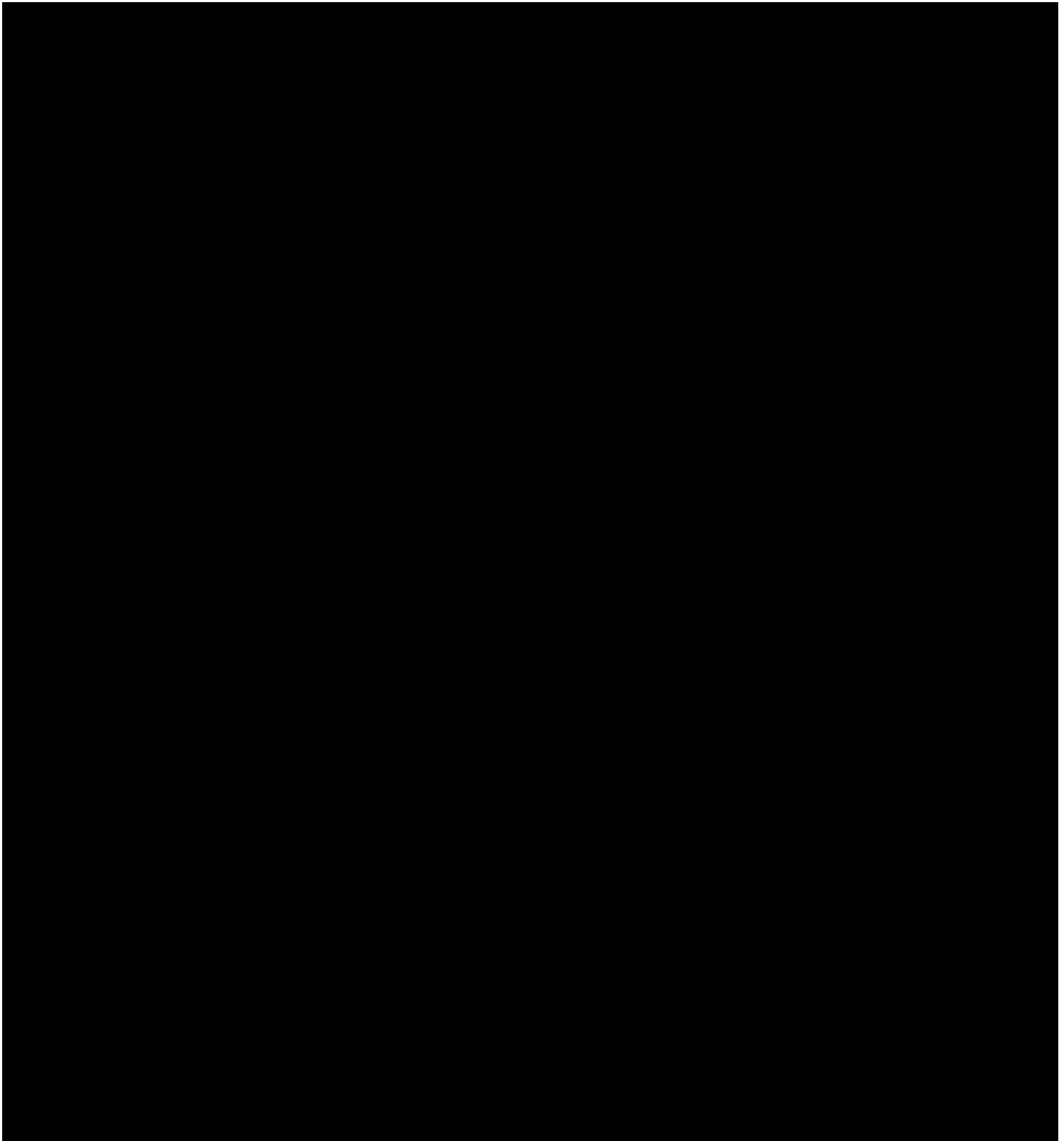


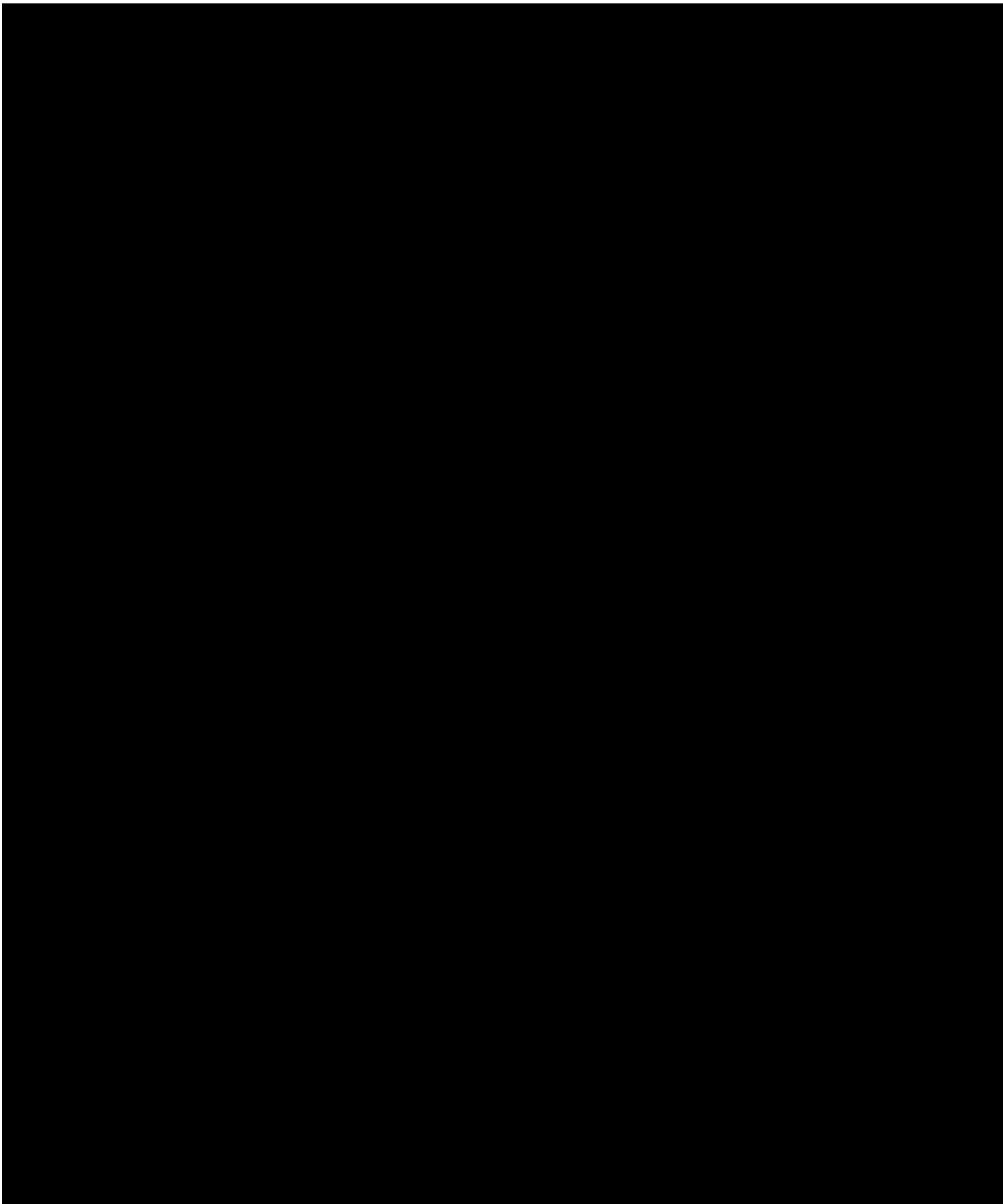
- Business plans for operations within the Commonwealth.

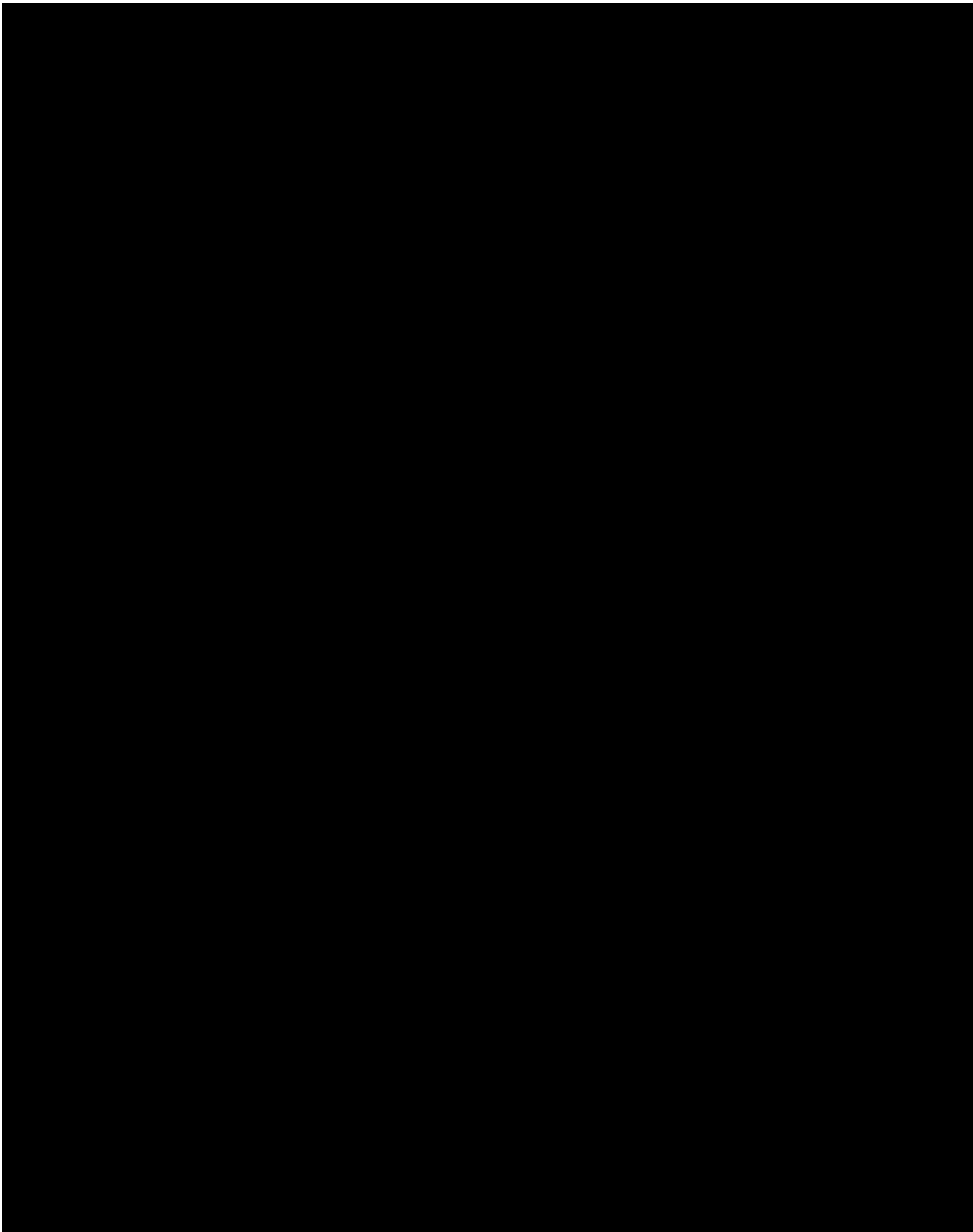
RESPONSE:

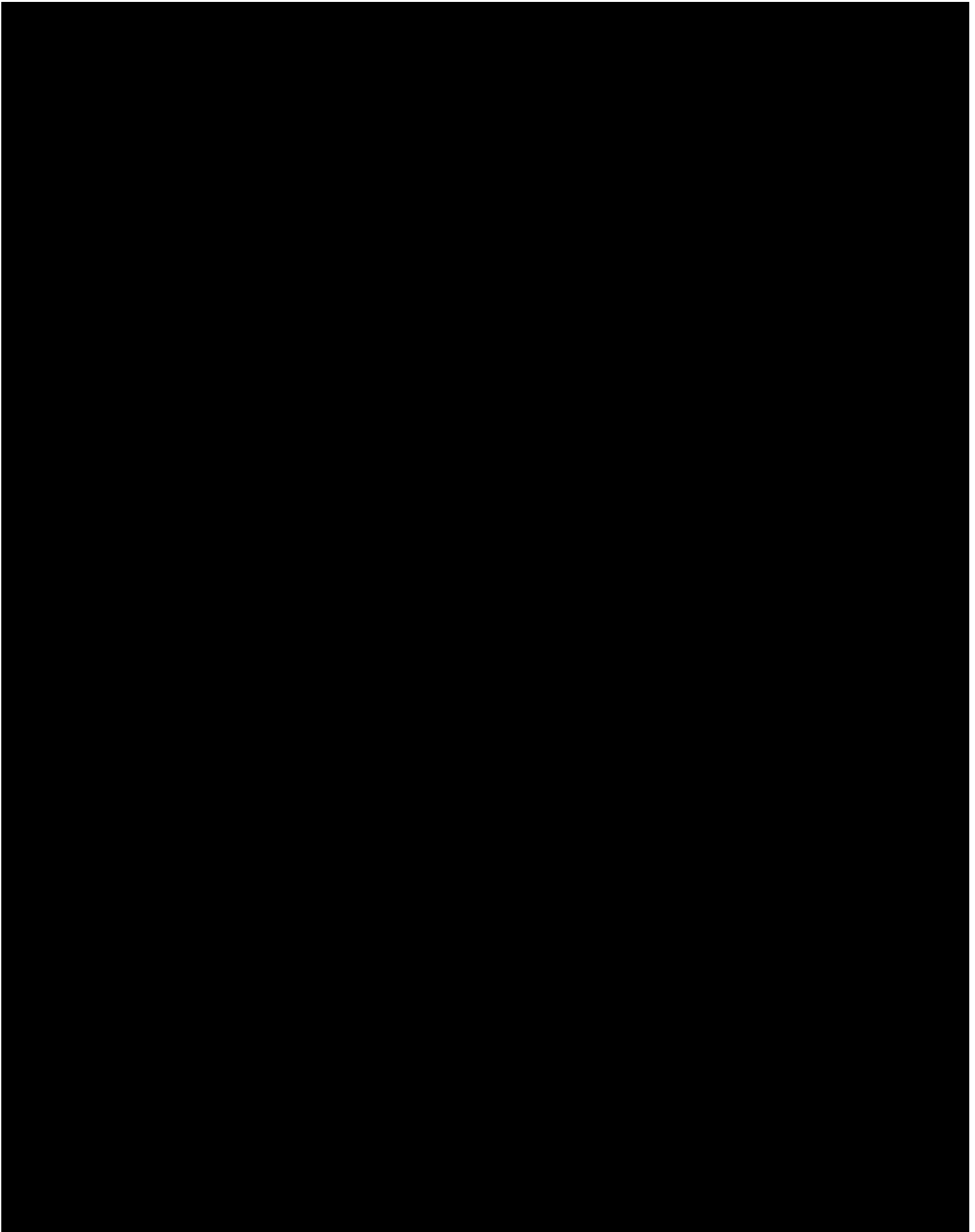


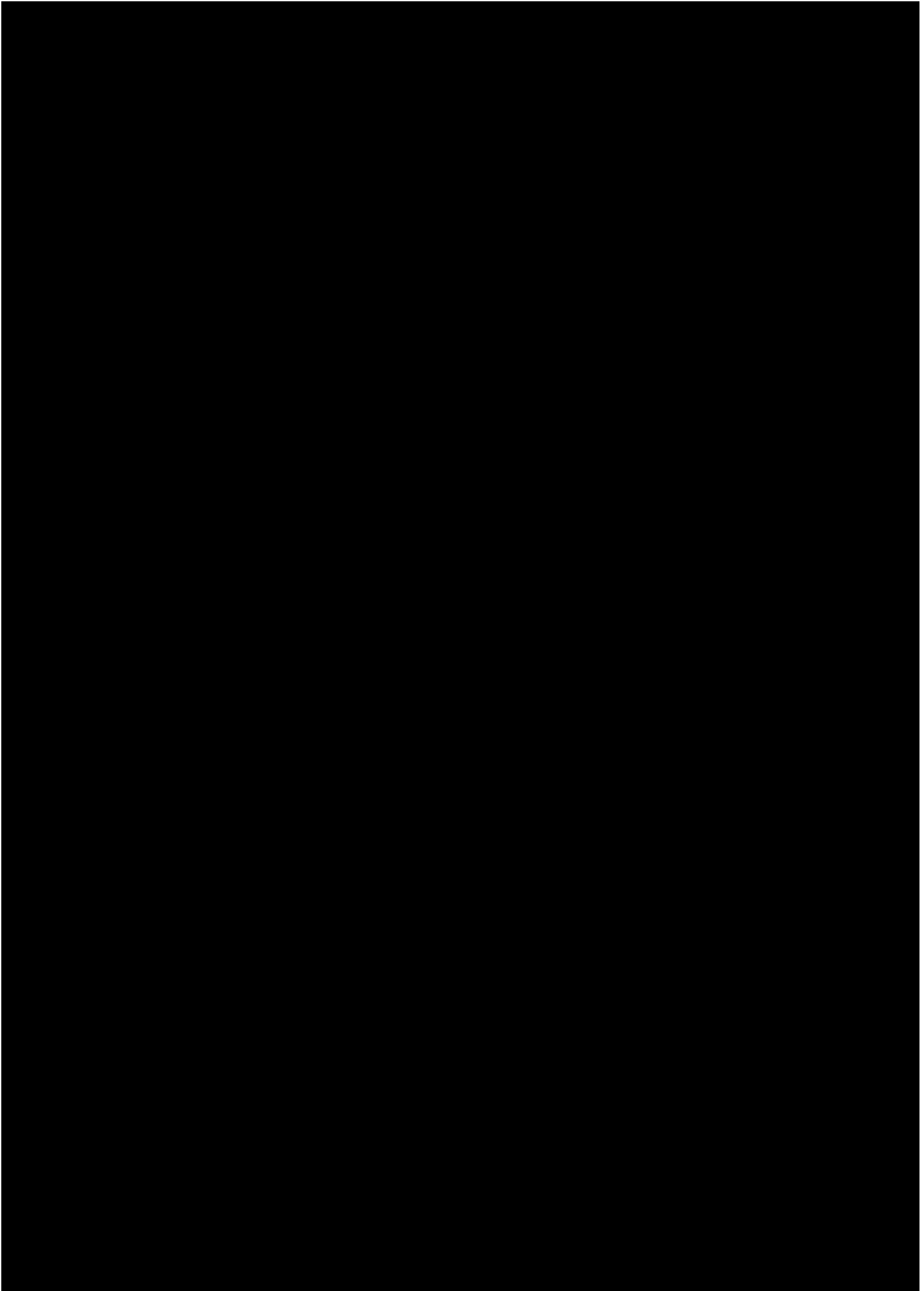


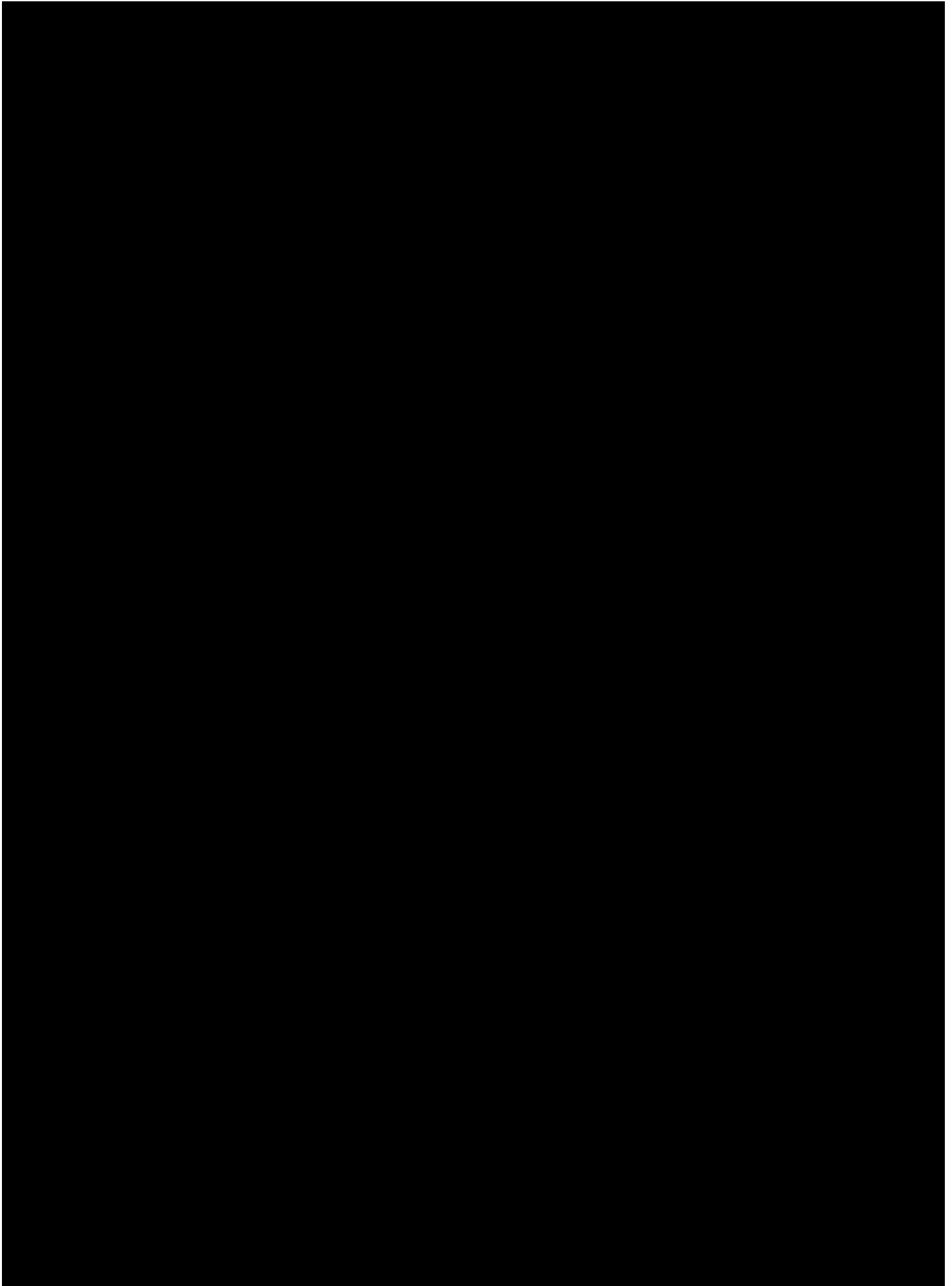














Filing Receipt

Filing Date - 2024-04-12 09:31:56 AM

Control Number - 56100

Item Number - 14

DOCKET NO. 56100

**APPLICATION OF LIGHT ENERGY, § PUBLIC UTILITY COMMISSION
LLC FOR A RETAIL ELECTRIC §
PROVIDER CERTIFICATE § OF TEXAS**

NOTICE OF APPROVAL

This Notice of Approval addresses the application of Light Energy, LLC for an option 1 retail electric provider (REP) certificate. The Commission grants the application and issues option 1 REP certificate number 10340 to Light Energy LLC.

I. Findings of Fact

The Commission makes the following findings of fact.

Applicant

1. Light Energy is a Delaware limited liability company registered with the Texas secretary of state under filing number 805344001.

Application

2. On January 4, 2024, Light Energy applied for an option 1 REP certificate to provide retail electric service throughout the state of Texas.
3. On February 23, 2024, Light Energy filed a supplement to the application.
4. Light Energy submitted its application using the Commission-approved form, verified by oath or affirmation, and signed by Baker Shogry, president of Light Energy.
5. In Order No. 3 filed on February 26, 2024, the administrative law judge (ALJ) found the application, as supplemented, administratively complete.

Basic Requirements

6. The name Light Energy, LLC is registered with the Texas secretary of state.
7. The name Light Energy, LLC is not deceptive, misleading, vague, or duplicative of a name previously approved for use by an existing REP certificate holder.
8. Light Energy has requested two assumed names: Light and Light Energy.

9. Light Energy registered the assumed names with the Texas secretary of state on January 12, 2024.
10. Light Energy maintains an office with a physical address located in Texas for the purpose of providing customer service, accepting service of process, and making available books and records for inspection at that office.

Financial Requirements

11. Light Energy will comply with the financial standards required for the billing and collection of transition charges.
12. Light Energy has elected to meet the access to capital requirements by providing an unaudited balance sheet and an affidavit as well as a letter of credit.
13. Light Energy will not collect customer deposits or residential advance payments.
14. Light Energy reported that neither itself, nor any predecessor in interest, has a history of insolvency, bankruptcy, dissolution, merger, or acquisition during the 60 months immediately preceding the application.

Technical and Managerial Requirements

15. Light Energy is not currently providing service to customers.
16. Light Energy provided the resume of at least one principal employee who has five years of experience in energy commodity risk management of a substantial energy portfolio.
17. Light Energy demonstrated: (a) it has the capability to comply with all applicable Electric Reliability Council of Texas (ERCOT) policies, protocols, guidelines, procedures, and rules; (b) it has the capability to comply with all applicable ERCOT registration and certification requirements; (c) it will comply with all renewable energy portfolio standards; (d) its principals or permanent, managerial employees have at least 15 years combined experience in the competitive retail electric or gas industry; (e) it has at least one principal or permanent employee with five years of experience in energy commodity risk management of a substantial energy portfolio; (f) it has adequate staffing and employee training to meet all service level commitments; (g) it has the capability and effective procedures to be the primary point of contact for retail electric customers for distribution

system service; and (h) it has a customer service plan that complies with the Commission's customer protection and anti-discrimination rules.

18. Light Energy reported that neither itself, nor its principals, has any complaint history, disciplinary record, or compliance record during the ten years immediately preceding the application from any federal agency, self-regulatory organization, state public utility commission, state attorney general's office, other regulatory agency, the Texas secretary of state, the Texas comptroller's office, or the Office of the Texas Attorney General.
19. Light Energy reported that neither itself, nor its principals, are currently under investigation or have been penalized by an attorney general or any state or federal regulatory authority for violation of any deceptive trade or consumer protection laws or regulations.
20. Light Energy reported that neither itself, nor its principals, have been convicted of or found liable for fraud, theft, larceny, deceit, or violations of any securities laws, customer protection laws, or deceptive trade laws.
21. Light Energy included with its application an affidavit by Mr. Shogry, certifying that the company will register with or be certified by ERCOT and will comply with the technical and managerial requirements of 16 Texas Administrative Code (TAC) § 25.107(e).

Informal Disposition

22. More than 15 days have passed since the completion of notice provided in this docket.
23. No person filed a protest or motion to intervene.
24. Light Energy and Commission Staff are the only parties to this proceeding.
25. No party requested a hearing and no hearing is needed.
26. Commission Staff recommended approval of the application.
27. This decision is not adverse to any party.

II. Conclusions of Law

The Commission makes the following conclusions of law.

1. The Commission has authority over the application under PURA¹ § 39.352.

¹ Public Utility Regulatory Act, Tex. Util. Code §§ 11.001–66.016.

2. The application, as supplemented, complies with the requirements of PURA § 39.352 and 16 TAC § 25.107.
3. Light Energy designated its election for option 1 REP certification to provide retail electric service within Texas as required by 16 TAC § 25.107.
4. Light Energy maintains a Texas business location in satisfaction of PURA § 39.352(b)(4) and 16 TAC § 25.107(d)(1)(E).
5. The name Light Energy, LLC is not deceptive, misleading, vague, otherwise contrary to 16 TAC § 25.272, or duplicative, in compliance with 16 TAC § 25.107(d)(2)(B)(i).
6. Light Energy requested two assumed names, satisfying the condition of no more than five assumed names for a REP at one time under 16 TAC § 25.107(d)(1)(B).
7. Light Energy demonstrated compliance with the access to capital requirement in 16 TAC § 25.107(f)(1)(B), (f)(4)(C), and (f)(4)(F).
8. Light Energy agreed to comply with 16 TAC §§ 25.107(j), relating to the billing and collection of transition charges.
9. Light Energy demonstrated the capability to comply with all applicable rules established by ERCOT in compliance with the requirements of 16 TAC § 25.107(d)(1)(F) and (H)(I).
10. Light Energy has principals or permanent employees in managerial positions whose combined experience in the competitive electric industry equals or exceeds 15 years, and at least one principal or employee who has five years of experience in energy commodity risk management of a substantial energy portfolio, as required by 16 TAC § 25.107(e)(1)(A) and (B).
11. Light Energy demonstrated that it has experience in competitive retail electric service or a related industry, is committed to adequate staffing and training, will be the primary point of contact for its customers, and has a customer service plan that complies with the Commission's customer protection and anti-discrimination rules as required by 16 TAC § 25.107(e)(1)(D).

12. The Commission processed the supplemented application in accordance with the requirements of PURA, the Administrative Procedure Act,² and Commission's rules.
13. The requirements for informal disposition in 16 TAC § 22.35 have been met in this proceeding.

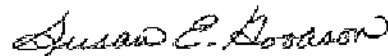
III. Ordering Paragraphs

In accordance with these findings of fact and conclusions of law, the Commission issues the following orders.

1. The Commission issues option 1 REP certificate number 10340 in the name Light Energy, LLC to provide retail electric service throughout the state of Texas.
2. Light Energy must provide service only under the name Light Energy LLC, Light, or Light Energy.
3. Light Energy must continuously maintain an office within Texas for the purpose of providing customer service, accepting service of process, and making available in that office books and records sufficient to establish compliance with the requirements of PURA and applicable Commission rules.
4. The Commission denies all other motions and any other requests for general or specific relief that are not expressly granted.

Signed at Austin, Texas on the 12th day of April 2024.

PUBLIC UTILITY COMMISSION OF TEXAS



SUSAN E. GOODSON

ADMINISTRATIVE LAW JUDGE

q:\cadm\doCKET management\electric\rep\56xxx\56100-noa new opt 1.docx

² Tex. Gov't Code §§ 2001.001–.903.

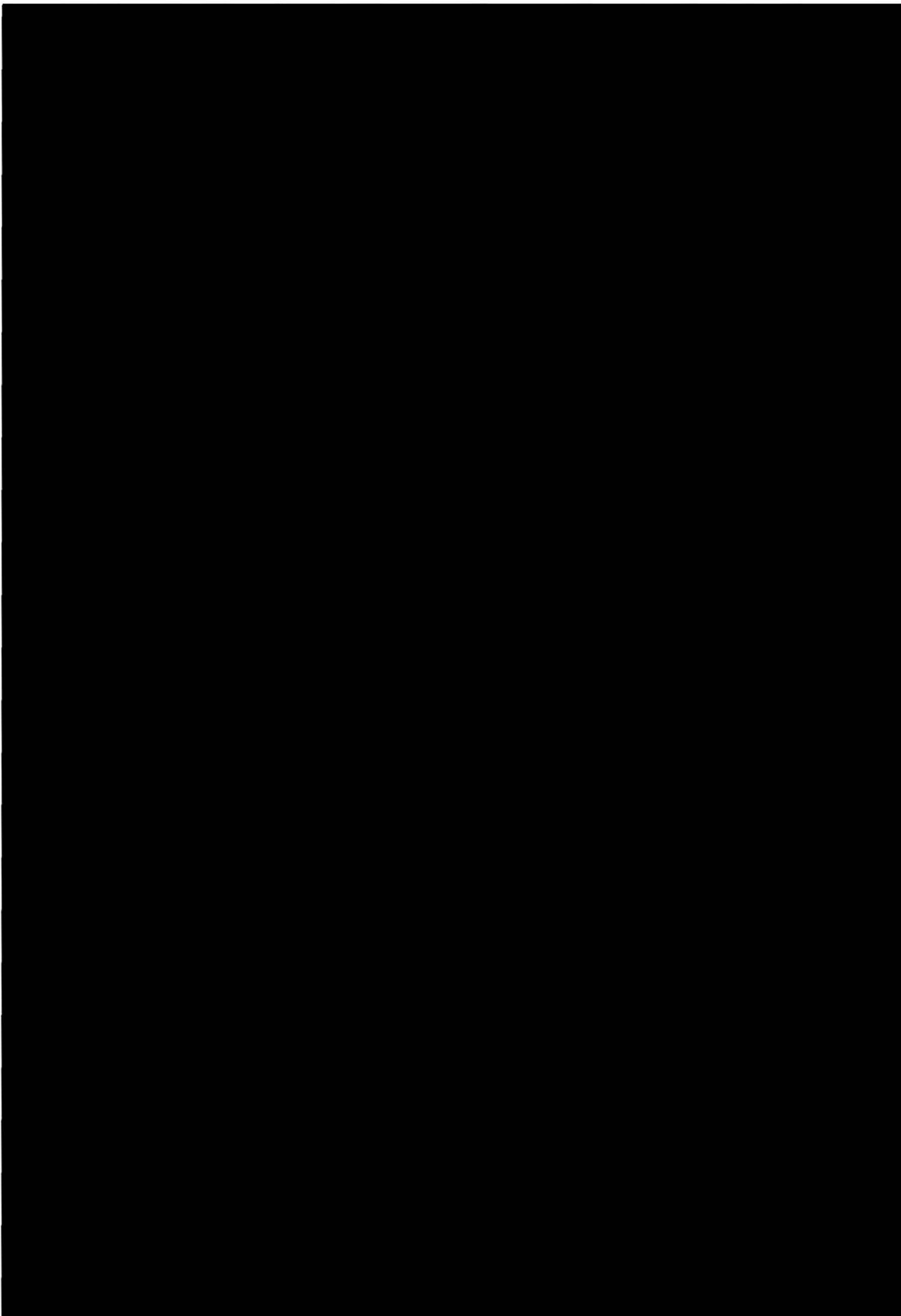


EXHIBIT 8e
TECHNICAL FITNESS
OFFICERS

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.

RESPONSE:

Name: Baker Shogry

Title: Cofounder & CEO

Address: 98 San Jacinto Boulevard, Suite 160, Austin, TX, 78701

Business Phone: (469) 868-8656

Email Address: adam@lightenergy.io

Name: Adam Compain

Title: Cofounder & Secretary

Address: 98 San Jacinto Boulevard, Suite 160, Austin, TX, 78701

Business Phone: (469) 868-8656

Email Address: adam@lightenergy.io

Please see Exhibit 8a for biographies and resumes.

EXHIBIT 9
DISCLOSURE STATEMENTS

RESPONSE:

Please refer to the attached.

Variable Rate - Electric Generation Supplier Contract Summary – Residential and Small Business Customers

Electric Generation Supplier Information	Light Energy, LLC d/b/a Light Energy Group (“Light”) PA license number _____ 98 San Jacinto Blvd., Suite 160, Austin, TX 78701 1-866-608-3210 https://light.dev/for-customers.com support@poweredbylight.com . Light is responsible for the generation charges shown on Your bill.
Price Structure	Variable. The variable price You pay varies each month and will reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges including electricity market pricing and other related factors, as determined by Light’s discretion, plus all applicable taxes, fees, plus charges and Light’s costs, expenses and profit margins based upon business and market related factors. There are no applicable ranges/ceilings. The price change is not tied to published index or the utility Price to Compare. Weather fluctuations may affect variable prices. Your price will be reflected in Your monthly bill.
Generation/Supply Price	Variable: [_____] per /kWh. This rate is effective for Your first billing cycle.
Statement Regarding Savings	The utility’s Price to Compare may rise or fall during the term of this Agreement so there is no guarantee of savings.
Deposit Requirements	Light does not require deposits.
Contract Start Date	This Agreement will start with the first billing cycle after the EDC completes Your enrollment with Light.
Contract Duration/Length	Month-to-Month (“Initial Term”).
Cancellation/Early Termination Fees	No. There are no cancellation fees/early termination fees associated with this product.
End of Contract	Upon completion of Your Initial Term, your Agreement will continue on a month-to-month basis. (“Renewal Term”)
Right of Rescission:	You may cancel this Agreement without penalty by contacting Light by telephone at the contact number listed above, or in writing at the address listed above, within 3 business days of receipt of your Agreement.

Fixed Rate - Electric Generation Supplier Contract Summary – Residential and Small Business Customers

Electric Generation Supplier Information	Light Energy, LLC d/b/a Light Energy Group (“Light”) PA license number _____ 98 San Jacinto Blvd., Suite 160, Austin, TX 78701 1-866-608-3210 https://light.dev/for-customers.com support@poweredbylight.com . Light is responsible for the generation charges shown on Your bill.
Price Structure	Fixed.
Generation/Supply Price	[_____] per /kWh during the Initial Term.
Statement Regarding Savings	The utility’s Price to Compare may rise or fall during the term of this Agreement so there is no guarantee of savings.
Deposit Requirements	Light does not require deposits.
Contract Start Date	This Agreement will start with the first billing cycle after the EDC completes Your enrollment with Light.
Contract Duration/Length	[_____] months (“Initial Term”)
Cancellation/Early Termination Fees	Yes. For residential customers: If You cancel this Agreement during the Initial Term, you may be charged a fee of \$150.00. For commercial customers: If You cancel this Agreement during the Initial Term, may be liable for an early termination fee equivalent to the multiplication of the (i) difference between the fixed rate and the calculation by Light of the fixed rate at the date of cancellation; and (ii) the estimated Energy volumes for the remainder of the Term using the actual volumes received by You for the prior twelve (12)- month period as the energy volumes used in determining damages, plus, all costs (including attorneys’ fees, expenses and court costs) we incur in collecting amounts You owe us under this Agreement.
End of Contract	You will receive two (2) advance written notices from Light, the first between forty-five (45) and sixty (60) days prior to the expiration of the Initial Term, and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain Your options in these notices.
Right of Rescission:	You may cancel this Agreement without penalty by contacting Light by telephone at the contact number listed above, or in writing at the address listed above, within 3 business days of receipt of your Agreement.

Pennsylvania
Electric Sales Agreement
Residential and Commercial – General Disclosure Statement

1. **AGREEMENT TO SELL AND PURCHASE ENERGY** The [plan name] Plan is provided by Light Energy, LLC d/b/a Light Energy Group ("Light" or "Seller"), <https://www.poweredbylight.com/for-consumers>, is an Electric Generation Supplier, licensed by the Pennsylvania Public Utilities Commission ("PUC") to offer and supply electric generation services to residential and commercial customers in Pennsylvania. Light's PUC license number is _____. Subject to acceptance by Light and Your Electric Distribution Company ("EDC"), You agree to purchase, and Light agrees to supply, all of Your electricity, as delivered to You by Your EDC under the terms and conditions set forth. Light will be supplying the generation portion of Your electricity, and Your EDC will continue to provide the distribution services. As Used in this Agreement, the words "We", "Us" and "Our" refer to Light, and the words "You" and "Your" refer to the Customer. We set the generation prices and charges that You pay. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. THE PURPOSE OF THIS AGREEMENT IS TO AUTHORIZE LIGHT TO CHANGE YOUR ELECTRIC POWER SUPPLIER.

2. **AGREEMENT AND TERM.** The Agreement, Enrollment Form, Internet Enrollment Form, Telephone Verification Recording, Agreement Summary and Welcome Letter shall be referred to collectively as the "Agreement". Please retain this document for Your records. The Agreement Summary specifies the product type (fixed rate or variable rate) and the term that applies to Your Agreement with Light. Only applicable sections that describe Your specific product type will apply to Your Agreement. The term of Your Agreement begins with the next available meter reading after processing of Your enrollment by Your EDC and Light, and continues for the term as set forth at the time of enrollment and confirmed in the Welcome Letter and Agreement Summary, unless earlier terminated by You or Light in accordance with the terms of this Agreement. For residential customers, there is no charge for starting or stopping electric generation service, if done within the terms of this Agreement.

If you have a fixed duration Agreement that will be ending, or whenever Light wants to change the Agreement, You will receive two separate notices before the Agreement 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.

For variable rate Agreements, if We want to change the Agreement, You will receive two separate notices before the changes happen. You will receive the first notice 45-60 days before the change, and the second notice 30 days before the change. These notices will explain Your options. Otherwise, for a variable rate plan, Your Agreement will continue on a month-to-month basis, unless terminated by You or Light in accordance with the terms of this Agreement.

3. **CHANGE IN LAW.** 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 ("Change in Law") which impacts any term, condition or provision of this Agreement including, but not limited to price or, if there is a change to the manner in which any transporter, Utility, pipeline, PJM agency or any other authority implements or interprets any law, rule, regulation, tariff, or regulatory structure that increases Seller's costs ("Change in Practice"), included but not limited to changes in PJM Capacity Performance Rules, Transmission Reform, ZECs, or Renewable Energy Mandates. Seller shall have the right to pass on such additional costs and/ or modify this Agreement to reflect such change subject applicable state rules.

4. **RIGHT TO RESCIND.** You will receive a confirmation notice from Your EDC confirming Your selection of Light as Your electric power supplier. For residential and small business Customers, 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 22 for how to contact Us. This Agreement for electric generation services shall not be legally binding upon You until the 3-business day confirmation period has expired, and You have not, directly or indirectly, rescinded Your selection of Light. After the expiration of the rescission period, there is no early termination fee for cancelling variable price service.

5. **DISCONNECTION OF SERVICE.** Only Your EDC has the ability to disconnect Your service. Failure to make full payment of EDC charges may result in You being disconnected in accordance with Your EDC's tariff.

6. **PRICING.** You have enrolled in either a fixed-rate plan or a variable-rate plan as set forth at the time of enrollment and confirmed in the Welcome Letter or the Agreement Summary. Fixed rates and variable rates, if applicable, will be determined as follows:

Fixed Rate. If You enrolled in a fixed-rate plan, the fixed rate per kilowatt-hour (“kWh”) will be as indicated in the Welcome Letter or the Agreement Summary. The fixed rate will be multiplied by the amount of electricity You use during the billing cycle to determine the generation portion of Your bill, plus any applicable fees, charges or taxes. This price includes Sales and Use Tax.

Variable Rate. If You enrolled in a variable rate plan, the variable rate per kWh for the first month will be as indicated in the Welcome Letter or the Agreement Thereafter, or if Your Agreement converts to a variable-rate plan, the rate for electricity will be a variable rate; variable rates may be higher or lower each month, and will be set in Light’s sole discretion. This price includes Sales and Use Tax, but does not include utility charges. The price shall reflect each month the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges including electricity market pricing, business and other market-related factors, as determined by Light’s discretion, plus all applicable taxes and fees, plus charges and Light’s costs, expenses and profit margins. There are no applicable ranges/ceilings. The price change is not tied to published index or the utility Price to Compare. Weather fluctuations may affect variable prices. This list of factors is not exhaustive, and no single factor will determine the rate. Some factors may be estimated or projected, and the factors Light considers may be weighed differently each month.. The variable rate may not correlate with changes in wholesale market prices, with the EDC’s rate or with other suppliers’ rates. The variable rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. Historical pricing is not indicative of present or future pricing. You can obtain the prior 24 months’ average monthly billed prices for you rate class and EDC service territory by contacting Light at 1-866-608-3210 (toll-free) Monday through Friday from 9:00 a.m. to 6:00 p.m. EST or visit Our Website <https://www.poweredbylight.com/for-consumers>.

IF YOU ENROLLED IN A VARIABLE RATE PLAN, YOU WILL NOT RECEIVE A NOTICE OF THE UPCOMING VARIABLE RATE; UNLESS YOU CONTACT LIGHT, YOU WILL NOT KNOW THE RATE UNTIL TIME OF BILLING. THERE IS NO LIMIT ON HOW MUCH THE RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT. THE RATE CAN CHANGE EACH BILLING PERIOD.

For both fixed-rate and variable-rate plans, You will incur additional service and delivery charges from Your EDC. Light’s prices may be higher or lower than Your EDC’s rate in any given month.

7. **BILLING.** You will receive a single bill from your EDC that will contain your EDC charges and Light charges. If Light bills You directly, payment is due within 30 days. If Your EDC invoices You, payment is due by due date outlined on Your invoice. Late payments to Light will incur a monthly interest rate of 1.5%. A \$35 fee will be charged for all returned payments. Your EDC may or may not charge a fee for switching service to Light.
8. **PAYMENT.** Your payment is due by the date specified in Your EDC bill, and late payments may be subject to interest or a penalty assigned by Your EDC. The EDC will set Your payment due date and the payment address.
9. **CREDIT REQUIREMENTS.** Light reserves the right to conduct a credit review prior to providing You with electricity supply service, and reserves the right to refuse You electricity supply service if You do not meet Light’s credit standards. You agree to provide Light with any information reasonably requested in order to complete the credit review. If, prior to commencing electricity supply service or at any time during the term of this Agreement, Light has good faith concerns about Your creditworthiness, Light may conduct a credit review.
10. **INFORMATION RELEASE AUTHORIZATION.** You authorize Light to obtain and review information regarding Your credit history from credit reporting agencies and other information from Your EDC, including but not limited to the following: account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity Usage, rate classification, public assistance status, meter readings, characteristics of electricity service and, when charges under this Agreement are included on Your EDC bill, billing and payment information. This information may be Used by Light to determine whether it will commence and/or continue to provide electricity to You. Such information may be disclosed to a third-party if (a) required by law; (b) such disclosure is to a third party service provider under confidentiality obligations not to disclose such information and to Use it solely for the purpose of providing services to Us; (c) in connection with Your electric generation service; and (d) to Our affiliates and subvendors for marketing purposes. Your acceptance of this Agreement is an authorization for the release of this information to Light. This authorization will remain in effect during the term of this Agreement. You may rescind this authorization at any time by providing contacting Light. Light reserves the right to cancel this Agreement on thirty (30) calendar days’ Notice in the event You rescind such authorization. We will maintain confidentiality of Your personal information including Your name, address, telephone number, electric usage and historic payment information, as required by applicable Commission regulations and Federal and State laws.

11. 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 there under 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 Light. The Customer is required to inform Light of any disclosure of this Agreement within two business days.

12. CANCELLATION PROVISIONS. Both You and Light may cancel this Agreement in accordance with the terms provided below.

- Relocation. You are required to provide notice to Light if You relocate. If You relocate, a final reading will be made at Your old address, and Your account with both the EDC and Light will be terminated. If You relocate within Your EDC's service territory, You may be able to enter into a new electricity supply agreement with Light.
- Cancellation by Customer. Unless otherwise specified in Section 14 below, You may cancel this Agreement, at any time, for any reason, with fees or penalties. To cancel, You may contact Light by mail, telephone, or electronically at the contact information provided below.
 - For residential customers: If You cancel this Agreement during the Initial Term, you may be charged a fee of \$150.00.
 - For commercial customers: If You cancel this Agreement during the Initial Term, may be liable for an early termination fee equivalent to the multiplication of the (i) difference between the fixed rate and the calculation by Light of the fixed rate at the date of cancellation; and (ii) the estimated Energy volumes for the remainder of the Term using the actual volumes received by You for the prior twelve (12) month period as the energy volumes used in determining damages, plus, all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts You owe us under this Agreement.
- Cancellation by Light. Light reserves the right to terminate this Agreement at the end of any term for any reason upon thirty (30) days written notice to You at the Service Address You provided. In addition, Light may terminate this Agreement if You fail to pay each invoice in full within twenty (20) days of the invoice date, upon thirty (30) days written notice to You.
- Effect of Cancellation. You will be obligated to pay for the electricity supplied by Light through the date that another company begins to supply electricity to You. You are responsible for all charges incurred through the date that makes Your cancellation effective and for any fees incurred by Light in collecting any unpaid amounts due. If You switch back to Your EDC You may or may not be served under the same rates, terms, and conditions that apply to other customers served by Your EDC. For a residential customer, there is no charge for starting or stopping electric generation service, if done within the terms of this Agreement. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to ten (10) Weeks for Customer to return to the EDC for commodity supply service.

13. EVENTS OF DEFAULT. An Event of Default means: (i) failure to make any payment required under this Agreement when due; (ii) the failure to take electric supply when delivered under the terms of this Agreement; (iii) significant downgrading of Your credit rating since the effective date of this Agreement, as determined by Light in its sole discretion; (iv) if You file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against You and such petition is not withdrawn or dismissed for twenty (20) days after such filing; or (v) You are unable to pay Your debts as they are due and such inability is not cured within ten (10) days after Light provides You with written Notice.

Remedy for Event of Default. Light has the right to terminate this Agreement according to Section 12 above if an Event of Default by You occurs.

Collection of Past Due Charges. To the extent permitted by local law, Light will pass through to You all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees, and account termination fees.

14. PENALTIES, FEES AND EXCEPTIONS. For residential Customers, if You enrolled under a fixed rate plan with an early termination fee and You cancel this Agreement for any reason prior to the expiration of the initial fixed-rate term, You may be charged an early termination fee of \$150. If Light terminates this Agreement as a result of non-payment or any breach thereof as described in Section 11 (Event of Default), You will be charged a cancellation fee of \$150.00. However, You will not be subject to the early termination fee if: a. If this Agreement is terminated between the date the renewal notice for the initial fixed-rate term is issued and the expiration of the initial fixed-rate term. b. For a residential

customer, You terminate this Agreement, with 48 hours' notice, as a result of a relocation within or outside the EDC's franchise area, disability that renders the customer of record unable to pay for Light's service, and/or the customer of record's death. c. Light terminates this Agreement unilaterally for any reason other than for non-payment or any breach by Customer. You will not be charged an early termination fee if You cancel Your Agreement between the date of the options notice and the expiration of your Agreement.

For commercial customers, if You enrolled under a fixed rate plan with an early termination fee and You cancel this Agreement for any reason prior to the expiration of the initial fixed-rate term, You will be liable for an early termination fee equivalent to the multiplication of the (i) positive difference between the fixed rate and the calculation by Light of the fixed rate at the date of cancellation; and (ii) the estimated Energy volumes for the remainder of the Term using the actual volumes received by You for the prior twelve (12) month period as the energy volumes used in determining damages, plus, all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts You owe us under this Agreement. If Light terminates this Agreement as a result of non-payment or any breach thereof as described in Section 13 (Event of Default), You will be charged a cancellation fee of \$150.00.

- 15. RENEWABLE ENERGY AND RENEWABLE ENERGY CREDITS.** If You have selected a renewable energy product from Light, Your rate includes the cost of purchasing of Renewable Energy Certificates and the following provision applies: Light will, either directly and/or through its affiliate(s), retire, on Your behalf, non-certified Renewable Energy Credits ("RECs") resulting from electricity generated from renewable energy sources, which may include solar, wind, geothermal, biomass, biogas, or low-impact hydro, in an amount matching either all of Your Usage for a calendar year or the renewable content amount specified in Your plan description. Each REC represents 1,000 kilowatt hours. You will not have electricity from a specific generation facility delivered directly to Your meters; but, through this product, You can support generators of renewable energy that provide electricity to the electricity grid. Renewable energy source availability and generation varies hour-to-hour and from season-to-season, as does all customer electricity Usage. Light relies on regional system power from the grid to serve its Customers' minute-by-minute consumption. But, through retirement of RECs by Light, on behalf of customers, Light will acquire enough RECs to match either all of Your Usage or the renewable content amount specified in Your plan description. Light may take up to six (6) months after the end of a calendar year to retire RECs needed to fulfill this product. Light will not be liable to You or any other party for any advertising assertions related to this product including, without limitation, any claim or liability arising from a representation made as to the "green" or "carbon free" nature of the electricity or this product.
- 16. LEGAL NOTICE.** All legal notice to be given hereunder ("Notice") will be in writing and delivered as specified in this Agreement to both You and Light, as applicable, by certified mail or email to You at Your service or email address, and to Light at 98 San Jacinto Blvd., Suite 160, Austin, TX 78701, or support@poweredbylight.com. Notice will be effective upon either confirmation of receipt by the person to whom it is addressed, or when delivery is confirmed by the carrier, whichever is earlier. If We request such a change, Light will provide You notice of the changed prices and/or terms and conditions and You will have an opportunity to terminate this Agreement without any further obligation by notifying Us in writing within 30 days after receiving notice of the new prices and/or terms and conditions, in which case Your electric generation service will terminate effective as of the next meter read date after expiration of the required notice period.
- 17. ELECTRIC EMERGENCIES AND POWER QUALITY.** The EDC will continue to operate the electric transmission lines and to maintain responsibility for power outages and for power quality. You will hold Light harmless in the event of a loss of power caused by any entity other than Light. If You have an electrical emergency, power outage or reduction in power quality, You should contact Your EDC at its telephone number for emergencies.
- 18. FORWARD AGREEMENT.** Each Party acknowledges that: (a) this Agreement is a forward Agreement and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent subvendors for the sale and purchase of Commodities; (c) Seller is not a "Utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.
- 19. LIMITATION OF LIABILITY.** You understand and agree that there are no warranties, either express or implied, associated with the supply service provided by Light. The remedy in any claim or suit by You against Light will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In no event will either Light or

You 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. AGREEMENT TO ARBITRATE; WAIVER OF JURY TRIAL, WAIVER OF PARTICIPATION IN CLASS ACTIONS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE PENNSYLVANIA LAW, IF THERE IS AN ISSUE, CLAIM, OR DISPUTE BETWEEN THE CUSTOMER AND COMPANY RELATING TO THIS AGREEMENT COMPANY'S SERVICES, OR THE SALE OR MARKETING OF COMPANY'S SERVICES THAT CANNOT BE RESOLVED INFORMALLY, IT SHALL BE RESOLVED THROUGH FINAL, BINDING ARBITRATION. ARBITRATION WILL BE CONDUCTED BEFORE A SINGLE ARBITRATOR UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND THE VENUE WILL BE IN PENNSYLVANIA. THE FILING FEES, ARBITRATOR FEES, ATTORNEYS' FEES, AND OTHER COSTS SHALL BE SHARED EQUALLY BY BOTH PARTIES UNLESS THE ARBITRATOR DETERMINES OTHERWISE. CUSTOMER AND COMPANY MUTUALLY WAIVE THE RIGHT TO BRING AN ACTION IN A COURT OF LAW, THE RIGHT TO A TRIAL BY JURY, AND THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION, REGARDLESS OF WHETHER THE ISSUE INVOLVES TORT, FRAUD, BREACH OF CONTRACT, MISREPRESENTATION, PRODUCT LIABILITY, NEGLIGENCE, OR VIOLATION OF ANY STATUTE OR LEGAL THEORY.**

THIS WAIVER APPLIES TO ALL ISSUES, CLAIMS, AND DISPUTES ARISING OUT OF OR RELATING TO THE CUSTOMER'S AUTHORIZATION TO SWITCH ELECTRICITY SUPPLY SERVICE TO COMPANY, AND/OR RECEIPT OF ELECTRICITY UNDER THIS AGREEMENT. THE ARBITRATION PROVISION SHALL APPLY EVEN AFTER THE CUSTOMER CEASES RECEIVING SERVICES FROM COMPANY. ALL ARBITRATIONS SHALL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD CLASS-WIDE RELIEF. CUSTOMER AND COMPANY AGREE THAT NEITHER CAN COMMENCE ARBITRATION OR ANY OTHER PROCEEDINGS AS A REPRESENTATIVE OF OTHERS OR JOIN IN ANY ARBITRATION OR OTHER PROCEEDINGS BROUGHT BY ANY OTHER PERSON OR ENTITY. HOWEVER, THIS PARAGRAPH DOES NOT PREVENT THE CUSTOMER FROM FILING A COMPLAINT WITH THE PENNSYLVANIA PUBLIC UTILITY COMMISSION. ANY DEMAND FOR ARBITRATION OR NOTICE OF INTENTION TO ARBITRATE SHALL BE SERVED BY EITHER THE CUSTOMER OR COMPANY WITHIN NINETY (90) DAYS OF THE ACCRUAL OF THE CLAIM. FAILURE TO MEET THIS TIMEFRAME SHALL RESULT IN A WAIVER OF ANY RIGHTS TO ARBITRATE, UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW OR AGREED UPON IN WRITING. THIS NINETY (90) DAY REQUIREMENT TAKES PRIORITY OVER ALL OTHER PROVISIONS OF THIS AGREEMENT.

- 21. AGENCY.** You hereby designate Light as agent to; (a) arrange and administer Agreements and service agreements between You and Light and those entities including the PJM Regional Transmission Operator ("PJM") 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 Sales Point and the Customer's end-Use premises. Light 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 Sales Points for the electricity will be a point at the PJM Light 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 price noted above.

22. MISCELLANEOUS.

Electronic Communications. If at any time during the term of this Agreement You provide Us with Your email address, You are: (i) consenting, where permitted by applicable law, to receiving documents, notices, and other communications from Light in electronic form, and (ii) required to provide a correct, working email address and notify Light of any change in Your email address or any withdrawal of consent for the electronic documents, notices and other communications.

Telephonic Communications. You agree that by accepting this Agreement and providing to Light, its affiliates and/or assigns, Your phone number, which can include a landline and/or mobile number, Light, its affiliates and/or assigns may call and/or text You with autodialed and/or pre-recorded information.

Dispute Resolution. You agree to contact Light by phone at 1-866-608-3210 (toll-free) Monday through Friday from 9:00 a.m. to 6:00 p.m. EST or visit Our Website <https://www.poweredbylight.com/for-consumers>, or by mail addressed to Light, 98 San Jacinto Blvd., Suite 160, Austin, TX 78701, or by email at support@poweredbylight.com regarding any dispute related to this Agreement. You should contact Your EDC in the event that an electric related emergency, such as a power outage, exists. Information about shopping for an electric supplier is available at www.papowerswitch.com or buy 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.

Emergencies and Customer Service. In the event of an emergency such as a power failure or downed power line, service interruption or other emergency, contact Your EDC at:

Duquesne	1.888.393.7000	MetEd	1.800.545.7741
PECO	1.800.494.4000	Penelec	1.800.545.7741
Penn Power	1.800.720.3600	PPL	1.800.DIAL.PPL
West Penn Power	1.800.686.0021	People's Natural Gas/People's Gas Co.	1.800.400.4271
UGI Utilities	1.800.276.2722	National Fuel	1.800.444.3130

Entire Agreement. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Light. Light makes no representations or warranties other than those expressly set forth in this Agreement, and Light expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular Use. Notwithstanding any other provision in this Agreement, unless a law requires otherwise, the material terms of this Agreement can only be changed upon written agreement of both You and Us.

Assignment. Customer may not assign its interests in and obligations under this Agreement without the express written consent of Light. Light may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the Pennsylvania Public Utilities Commission and in accordance with Pennsylvania Code.

Arbitration. If Your complaint or dispute is not resolved through contact with Our Customer service department, You agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.

Force Majeure. Light will make commercially reasonable efforts to provide electricity supply but does not guarantee continuous service. Light is not responsible for power outages or other events outside its control that may prevent Light from supplying electricity (collectively, "Force Majeure Events"), including without limitation, acts of God or governmental authority, accidents, labor disputes, required maintenance, Your EDC's non-performance, including without limitation, an outage, or changes in laws of any governmental authority or any other cause beyond Light's control. Light shall not be liable to You for any interruptions caused by a Force Majeure Event.

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

Non-Waiver; Severability. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any subsequent breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

Measurement. Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the EDC.

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

23. DEFINITIONS.

Generation Charge shall mean: The charge for producing electricity.

Transmission Charge shall mean: The charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

ATTACHMENT 11

AFFIDAVITS

- 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.

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Texas :

: ss.

County of Travis :

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

[He/she is the Cofounder & Secretary (Office of Affiant) of Light Energy, LLC (Name of Applicant);]

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

That the Applicant herein Light Energy, 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) and 52 Pa. Code § 54.37.

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

That the Applicant herein Light Energy, 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 Light Energy, 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.

[Handwritten Signature]

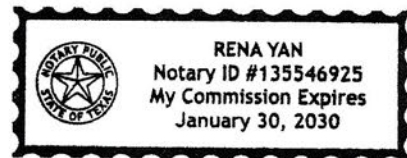
Signature of Affiant

Sworn and subscribed before me this 8 day of April, 2026.

[Handwritten Signature]

Signature of official administering oath

My commission expires 1/30/30.



Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of Texas :

: ss.

County of Travis :

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

[He/she is the Secretary (Office of Affiant) of Light Energy, LLC (Name of Applicant);]

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

That Light Energy, 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 Light Energy, 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 Light Energy, 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 Code of 1971, 72 P.S. §§ 7101 et seq., and any tax imposed by Chapter 28 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional Gross Receipts and power sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa.C.S. § 506 (relating to the inspection of facilities and records).

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

Appendix B (Continued)

That Light Energy, 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.

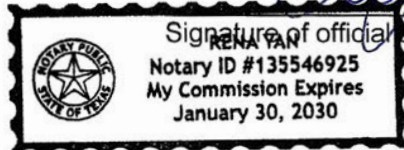
That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Bureau of Public Liaison or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the 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 8 day of April, 2026.



Signature of official administering oath

My commission expires _____

EXHIBIT 12

NEWSPAPER PUBLICATIONS

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.

RESPONSE:

The Notarized Proofs of Publication will be submitted following the issuance of the Docket Number and publishing of the newspaper publication.