



June 12, 2026

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

**Re: Chariot Energy Northeast, LLC
Application For Electric Generation Supplier License**

Dear Secretary Homsher:

Attached for filing is the application of Chariot Energy Northeast, LLC for an Electric Generation Supplier License. The confidential version of the application has been forwarded via overnight mail along with the filing fee. The performance bond was sent previously via overnight mail.

If you have any questions regarding the attached, please contact me.

Thank you,

Krista Glentzer

Krista Glentzer
Director of Regulatory

cc: Luis Choi, Chariot
Wonbin Choe, Chariot

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Chariot Energy Northeast, LLC, d/b/a _____, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) electric supplier 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:

Chariot Energy Northeast, LLC
5051 Westheimer Road, Suite 1400
Houston, TX 77056
855-524-2746
www.chariotenergy.com

- 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.

C T Corporation System
600 North 2nd Street, Suite 401
Harrisburg, PA 17101
888-755-1133

- 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.

Aaron Winn
Retail Energy Regulatory Counsel
5051 Westheimer Road, Suite 1400
Houston, TX 77056
[REDACTED]

- 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.

Aaron Winn
Retail Energy Regulatory Counsel
5051 Westheimer Road, Suite 1400
Houston, TX 77056
[REDACTED]

- 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.

Name: Hosea James
Title: Customer Care & Success Manager
Address: 5051 Westheimer Road, Suite 1400, Houston, TX 77056
Telephone: [REDACTED]
FAX: [REDACTED]
Email: [REDACTED]

Name: Amir Khan
Title: Vice President of Operations
Address: 5051 Westheimer Road, Suite 1400, Houston, TX 77056
Telephone: [REDACTED]
FAX: [REDACTED]
Email: [REDACTED]

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. **See Attachment A**

Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation. Chariot Energy Northeast, LLC was organized in the state of Delaware. See **Attachment B** for organization documents.

- Give name and address of officers. **See Attachment C**

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.

See Attachment D

- 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.

Chariot Energy Northeast, LLC has no 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.

Chariot Energy Northeast, LLC has no related Docket Numbers.

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.

Chariot Energy Northeast, LLC is an Electric Generation Supplier that proposes to provide electric generation supply service to eligible retail customers in Pennsylvania. Chariot Energy will supply the electricity, while the applicable Electric Distribution Company will continue to deliver the electricity to customers. Chariot Energy intends to offer fixed-rate and variable-rate electricity products.

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

- ☐ Citizens' Electric
- ☐ Duquesne Light
- ☐ FirstEnergy PA - Met-Ed
- ☐ FirstEnergy PA - Penelec
- ☐ FirstEnergy PA - Penn Power
- ☐ FirstEnergy PA - West Penn

- ☐ PECO
- ☐ Pike
- ☐ PPL
- ☐ UGI Utilities
- ☐ Wellsboro

☒ 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.

Chariot Energy Northeast, LLC proposes to actively market within the Commonwealth upon approval of this application.

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 Chariot Energy Northeast, LLC or Hanwha Energy USA Holdings Corporation are party to any criminal proceeding or any civil or regulatory proceeding against them. No affiliates of either Chariot Energy Northeast or Hanwha Energy USA Holdings Corporation doing business in Pennsylvania, nor any person identified in the Application, are a defendant in any criminal proceeding or party to any civil or regulatory proceedings against them.

- 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.

Chariot Energy Northeast, LLC has not had any complaints filed against it for its provision of any services in the electric or gas industry in Pennsylvania or any other jurisdiction. 174 Power Global Retail Texas, LLC d/b/a Chariot Energy, an affiliate of Chariot Energy Northeast, LLC, is licensed as a retail electric provider in Texas and has had two complaints filed against it before the Public Utility Commission of Texas.

In Docket No. 56156, a customer complained that 174 Power Global Retail Texas overcharged the customer for retail electric service. On October 7, 2025, the parties participated in mediation and a resolution was reached.

In Docket No. 58631, a customer complained that 174 Power Global Retail Texas's "disingenuous" and "unclear", seeking public disclosure of the same as his only relief. This proceeding remains ongoing.

- 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.

In Docket No. 56156, the parties participated in mediation on October 7, 2025, and reached a resolution. In Docket No. 58631, the proceeding remains ongoing before the Public Utility Commission of Texas.

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.

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

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:

- 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.

Chariot Energy Northeast, LLC is supported by the financial resources of its parent organization, which is part of Hanwha Energy USA. As a subsidiary within a larger, well-capitalized energy platform, the Applicant has access to corporate-level funding and financial support to meet its operational and market obligations. Additional funding, including intercompany support and corporate liquidity resources, will be available as needed to ensure reliable retail electricity operations. Currently, the company has \$130 million in total posted credit support. Additional funding is available as needed.

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

This section is not applicable to Chariot Energy Northeast, LLC.

- 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.

Name: David Draper

Title: Controller

Address: 5051 Westheimer Road, Suite 1400, Houston, TX 77056

Phone: [REDACTED]

FAX: [REDACTED]

Email: [REDACTED]

- 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.

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.

Chariot Energy Northeast, LLC is a newly formed retail electricity supplier and a subsidiary of Hanwha Energy USA Holdings Corporation (HEUH). While Chariot Energy Northeast is newly established, it will draw upon the substantial retail electricity experience of its affiliate, 174 Power Global Retail Texas, LLC d/b/a Chariot Energy, and the shared resources of its parent organization to support its operations within the Commonwealth.

Chariot Energy is a Houston-based retail electricity provider that has operated in the ERCOT market since 2019, serving both residential and commercial customers. It currently serves more than 50,000 residential customers and over 200 MW of commercial and industrial load, with a total serving load exceeding 300 MW. Chariot Energy maintains dedicated teams across operations, sales planning, risk management, energy analytics, wholesale trading, and customer service.

Key functions such as data development, infrastructure management, cybersecurity, and application support are provided through shared services under HEUH. These capabilities support core activities including portfolio management, forecasting, hedging strategy, and retail product pricing, and will be made available to Chariot Energy Northeast.

In the initial phase of operations within the Commonwealth, Chariot Energy Northeast plans to focus on commercial and industrial customers utilizing broker channels. For retail market operations, Chariot Energy partners with ESG in ERCOT, and ESG will also support operational processes and system integration for Chariot Energy Northeast's PJM market entry.

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.

Chariot Energy Northeast will maintain strict ethical standards by requiring all employees and subcontractors to follow clear, documented marketing guidelines aligned with state regulations, industry best practices, and company values. All marketing materials will undergo compliance review to ensure accuracy, transparency, and fairness, with routine audits performed to identify and correct any deviations. Employees and subcontractors will receive ongoing training on ethical communication, consumer protection rules, and prohibited practices, reinforcing accountability through signed acknowledgments and performance monitoring. Any violations will be promptly investigated, with corrective actions implemented to protect customers and preserve the integrity of the Chariot Energy brand along with the safest and positive experience for its customers.

- e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience.

See Attachment F

- 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 ER25-2802-000.
- ☐ Not applicable

9. **DISCLOSURE STATEMENTS:**

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

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

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

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) See Attachment H

- ☒ 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 downloaded 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

☒ 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.

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.

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: Chariot Energy Northeast, LLC

By: In Kyu Park

Title: CEO

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: Chariot Energy Northeast, LLC

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

PUC Secretary's Bureau Use

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Texas :

: ss.

County of Harris :

In Kyu Park, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the CEO (Office of Affiant) of Chariot Energy Northeast, LLC (Name of Applicant);]

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

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

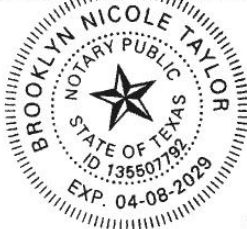
That the Applicant herein Chariot Energy Northeast, LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

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

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


Signature of Affiant

Sworn and subscribed before me this 9 day of April, 2026.




Signature of official administering oath

My commission expires 4/8/2029.

Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of Texas :

: ss.

County of Harris :

In Kyu Park, Affiant, being duly [sworn/affirmed] according to law,
deposes and says that:

[He/she is the CEO (Office of Affiant) of Chariot Energy Northeast, LLC
(Name of Applicant);]

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

That Chariot Energy Northeast, 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 Chariot Energy Northeast, 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 Chariot Energy Northeast, 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 Chariot Energy Northeast, 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.

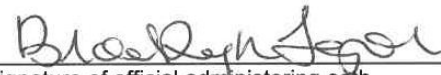
That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.



Signature of Affiant

Sworn and subscribed before me this 9 day of April, 2026.





Signature of official administering oath

My commission expires 4/8/2029.

Appendix C

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

CERTIFICATE OF SERVICE

On this the 15th day of May 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

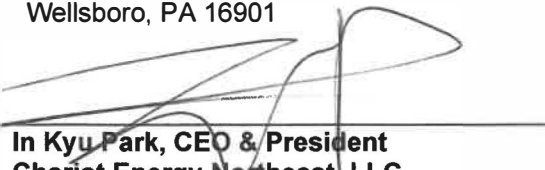
Vice President – Energy Supply
Corning Natural Gas Holding Corporation
330 West William Street
Corning, NY 14830

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

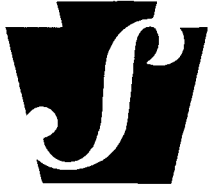
UGI Utilities, Inc.
Attn: Rates Dept. – Choice Coordinator
1 UGI Drive
Denver, PA 17517

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



In Kyu Park, CEO & President
Chariot Energy Northeast, LLC

Attachment A
Registration Documents



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 21, 2025

CT Corporation System
600 NORTH SECOND STREET, SUITE 401
HARRISBURG, PA 17101

Entity Name: Chariot Energy Northeast, LLC
Entity File Date: July 21, 2025
Entity Number: 0014652172
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.



0014652172



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 #: 0014652172
Date Filed: 7/21/2025

B0889-4949 07/21/2025 9:43 AM 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 Chariot Energy Northeast, LLC
Business name in Pennsylvania Chariot Energy Northeast, LLC

Effective Date

The filing shall be effective when filed with the Department of State

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 400 SPECTRUM CENTER DR
STE 1400
IRVINE, CA 92618-5021

The mailing address of the association's principal office.

Mailing Address 400 SPECTRUM CENTER DRIVE
SUITE 1400
IRVINE, CA 92618

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
CT Corporation System
Commercial Registered Office Provider
Venue and Publication County DAUPHIN

Additional provisions, if any

Additional provisions

☐ 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
In Kyu Park	CEO & President	07/21/2025

Attachment B
Formation Documents

Delaware

The First State

Page 1

*I, CHARUNI PATIBANDA-SANCHEZ, 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 "CHARIOT ENERGY
NORTHEAST, LLC", FILED IN THIS OFFICE ON THE SECOND DAY OF
JUNE, A.D. 2025, AT 7:55 O`CLOCK P.M.*



10214593 8100
SR# 20252933218

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

A handwritten signature in black ink, reading "C. P. Sanchez", is written over a horizontal line.

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 203841662
Date: 06-03-25

**STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY**

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Chariot Energy Northeast, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 1209 Orange Street (street),
in the City of Wilmington, Zip Code 19801. The
name of the Registered Agent at such address upon whom process against this limited
liability company may be served is The Corporation Trust Company

By: In Kyu Park
Authorized Person

Name: In Kyu Park
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:55 PM 06/02/2025
FILED 07:55 PM 06/02/2025
SR 20252933218 - File Number 10214593

Attachment C

Officers

In Kyu Park
Chief Executive Officer & President
Chariot Energy Northeast, LLC
5051 Westheimer Rd., Suite 1400
Houston, TX, 77056



Mohsin Khoja
Secretary
Chariot Energy Northeast, LLC
5051 Westheimer Rd., Suite 1400
Houston, TX 77056



Ji Hwan Ahn
Treasurer
Chariot Energy Northeast, LLC
5051 Westheimer Rd., Suite 1400
Houston, TX 77056



Attachment D

Affiliates

Chariot Energy Northeast, LLC's affiliates are:

Hanwha Energy Corporation
411, Hannuri-daero, Sejong-si, Republic of Korea

Hanwha Energy USA Holdings Corporation
5051 Westheimer Rd Suite 1400, Houston, TX 77056

174 Power Global Retail Corporation
5051 Westheimer Rd Suite 1400, Houston, TX 77056

174 Power Global Retail Texas, LLC d/b/a Chariot Energy
5051 Westheimer Rd Suite 1400, Houston, TX 77056

174 Power Global Retail Resources, LLC d/b/a Chariot Resources
5051 Westheimer Rd Suite 1400, Houston, TX 77056

Pumpjack Power, LLC d/b/a Pumpjack Power
5051 Westheimer Rd Suite 1400, Houston, TX 77056

Chariot Energy Northeast, LLC does not have any affiliates operating in Pennsylvania's deregulated energy markets. The ultimate corporate parent of Chariot Energy Northeast, LLC is expected to provide certain credit and wholesale energy services in Pennsylvania to Chariot Energy Northeast pending applicable approvals and other legal requirements.

Attachment E
Financials

CONFIDENTIAL AND NOT FOR PUBLIC DISCLOSURE

Attachment F

Officers

In Kyu Park
Chief Executive Officer & President
Chariot Energy Northeast, LLC
5051 Westheimer Rd., Suite 1400
Houston, TX, 77056

[REDACTED]

[REDACTED]

Mohsin Khoja
Secretary
Chariot Energy Northeast, LLC
5051 Westheimer Rd., Suite 1400
Houston, TX 77056

[REDACTED]

[REDACTED]

Ji Hwan Ahn
Treasurer
Chariot Energy Northeast, LLC
5051 Westheimer Rd., Suite 1400
Houston, TX, 77056

[REDACTED]

[REDACTED]

Attachment G
Disclosure Statement and Contract Summary

See attached.



Chariot Energy Northeast, LLC

Electric Generation Supplier Contract Summary

Residential and Small Commercial

Electricity Generation Supplier Information	Chariot Energy Northeast, LLC("Chariot Energy") 5051 Westheimer Road, Suite 1400, Houston, TX 77056 (855) 524-2746 www.chariotenergy.com customercare@mychariotenergy.com Pennsylvania Electric Generation Supplier License Number A-XXXX-XXXXXXX You have chosen Chariot Energy as your electric generation supplier ("EGS"). Chariot Energy is not affiliated with your electric distribution company ("EDC"). Chariot Energy is responsible for the electricity generation charges on your bill. These charges will appear on your EDC bills separate and apart from your EDC's distribution charges for delivering your electricity.			
Price Structure	___ Fixed ___ Variable Variable: The price each month shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other business and market-related factors, including such factors as electricity market pricing, utility charges, and other market price related factors, as determined by Chariot Energy's discretion, plus all applicable taxes, fees, charges or other assessments and Chariot Energy's costs, expenses and margins. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. Such price will be reflected in Customer's monthly bill.			
Generation/Supply Price	Fixed: \$ _____ per kWh during the Initial Term Variable: Customer's first month's price with Chariot Energy will be \$ _____ per kWh			
Generation Price at Various Usage Levels	Usage:	500 kWh	1,000 kWh	2,000 kWh
	Price per kWh:			
Statement Regarding Savings	Chariot Energy's electricity price may be higher or lower than the EDC's price in any given month, and there is no guarantee of savings.			
Deposit Requirements	None			
Incentives	None			
Contract Start Date	Chariot Energy will begin electric supply service on the date set by the EDC.			
Contract Duration/Length	Fixed: ___ months ("Initial Term") Variable: Month-to-Month			
Cancellation/Early Termination Fees	For Fixed Agreements, for residential customers, there is no early termination fee if you cancel this Agreement prior to the expiration of the Initial Term. For commercial customers, if you cancel this Agreement prior to the expiration of the Initial Term, you shall pay an Early Termination Fee of \$150.00. There is no early termination fee for Variable Agreements.			
End of Contract	For Fixed Rate agreements, you will receive two (2) advance written notices from Chariot Energy, 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. If Chariot Energy wants to change the contract, you will receive two separate notices before the changes happen. You will receive the first notice 45 to 60 days before the change, and the second notice 30 days before the change. These notices will explain your options.			
Right of Recission	You may cancel this Agreement without penalty by contacting Chariot Energy 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.			



Chariot Energy
5051 Westheimer Road, Suite 1400
Houston, Texas 77056
www.chariotenergy.com

RESIDENTIAL AND SMALL COMMERCIAL ELECTRIC DISCLOSURE STATEMENT

TERMS OF SERVICE

This disclosure statement ("**TOS**") apply to your purchase of retail electric service from Chariot Energy Northeast, LLC ("**Chariot Energy**"), an Electric Generation Supplier, licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation services in Pennsylvania (license number A-XXXX-XXXXXXX). These TOS, Contract Summary, Enrollment Form, Internet Enrollment Form, Telephone Verification recording, and welcome Letter (each as applicable) shall be referred to as the "**Agreement**" between you and Chariot Energy. The terms "you" or "your" shall mean the applicant for residential and small commercial electric service, such person's spouse, or an authorized agent thereof (as applicable). You and Chariot Energy are each a "**Party**" and, collectively, are the "**Parties**" to this Agreement. By accepting retail electric service from Chariot Energy, you agree to be bound by this Agreement. Subject to acceptance by Chariot Energy and your Electric Distribution Company ("EDC"), you agree to purchase, and Chariot Energy agrees to supply, all of your electricity, as delivered to you by your EDC under the terms and conditions set forth. Chariot Energy will be supplying the generation portion of your electricity, and your EDC will continue to provide the distribution services. 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.

Definitions

Generation Charge: The charge for producing electricity.

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

Term

For the entire Term and otherwise in accordance with this Agreement, you shall purchase retail electric service from Chariot Energy at your Service Address. The "**Term**" of this Agreement shall begin on the "**Effective Date**," which shall be the date on which Chariot Energy becomes your Electric Generation Supplier and shall end on the "**End Date**," which shall be the earlier of: (i) the expiration of the Term elected at the time of enrollment; or (ii) any date prior to the end of the Term on which this Agreement is

canceled, voided, or otherwise terminated by you (by switching to another Electric Generation Supplier) or by Chariot Energy, in either case as provided herein. For residential Customers, there is no charge for starting or stopping electric generation service, if done within the terms of this Agreement.

Price

During the Term, your product will be a fixed rate product or a variable price product, in each case as indicated in your Agreement.

For a fixed rate Agreement, you will pay a fixed price for electric generation service. Upon expiration of the Initial Term of a fixed rate product, if you have not taken steps to receive service pursuant to one of Chariot Energy's other products and you still continue to receive retail electric service from Chariot Energy, then such service shall be pursuant to Chariot Energy's default renewal variable price product. Retail electric service provided pursuant to a default renewal variable price product or other variable price product shall be on a month-to-month basis, and any such service so provided shall be governed by the provisions of this Agreement (except as such provisions concern the "fixed" nature of any price or charge).

For a fixed rate Agreement, prior the expiration of your Initial Term, Chariot Energy will provide two separate notices. You will receive the first notice 45-60 days before, and the second notice 30 days before the date the change becomes effective. These notices will explain your options.

For a variable rate Agreement, you will pay a variable price that can change each month and shall reflect each month the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other business and market-related factors, as determined by Chariot Energy's discretion, plus all applicable taxes, fees, charges, and other assessments and Chariot Energy's costs, expenses and margins. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified on your next month's variable price upon receipt of your monthly bill. More information about this variable price product, including what this price has been for the past 24 months, can be found at www.chariotenergy.com or you may call us at (855) 524-2746. However, please remember that past



Chariot Energy
5051 Westheimer Road, Suite 1400
Houston, Texas 77056
www.chariotenergy.com

prices do not indicate present or future prices.

Charges

Chariot Energy shall have no responsibility for payment of any outstanding charges or other amounts you owe to any third party relating to your retail electric service prior to enrolling with Chariot Energy. You will receive a single bill from your EDC that will contain your EDC charges and Chariot Energy charges. If Chariot Energy bills you directly, payment is due within 30 days. If your EDC invoices you, payment is due by the due date set forth on your invoice. Your EDC may or may not charge a fee for switching service to Chariot Energy. Chariot Energy offers budget billing services.

Changes

The price you pay for retail electric service may change as provided elsewhere herein, and it also may vary to reflect actual changes in EDU charges, changes to PJM or other administrative fees charged to loads, or changes to federal, state, or local laws that result in new or modified fees or costs that are not within Chariot Energy's control, and changes in ancillary service charges (including, without limitation, changes to existing ancillary services and the creation of new ancillary services) that cause Chariot Energy to incur charges beyond its control. EDU charges fluctuate at the discretion of the EDU and the PUC and may do so independently of any and all other charges you might incur. The charges and other provisions of this Agreement are based on the laws, rules, tariffs, and protocols in place at the time of execution. If any mistake or misinterpretation on Chariot Energy's part of any law, rule, tariff, or protocol affected or affects the setting or disclosure of any charge, fee, or other amount provided for herein, Chariot Energy reserves the right to adjust such charge accordingly. For retail electric service provided pursuant to a default renewal Variable Price product, charges also may fluctuate and are subject to change at Chariot Energy's sole, exclusive, and unfettered discretion.

In addition to the changes described elsewhere herein, Chariot Energy may make changes to this Agreement and/or the price of any product(s) provided to you. Chariot Energy will provide you with any required notices.

IF YOU HAVE CHOSEN TO RECEIVE ELECTRONIC COMMUNICATIONS FROM CHARIOT ENERGY, NOTICES WILL BE DELIVERED TO THE E-MAIL ADDRESS YOU PROVIDED AT THE TIME OF ENROLLMENT OR SUCH OTHER E-MAIL ADDRESS(ES) AS DIRECTED BY YOU TO CHARIOT

ENERGY AND WILL NOT BE DELIVERED IN HARD COPY TO YOU VIA USPS OR ANY OTHER COURIER.

Early Termination

You can cancel or terminate this Agreement by giving written notice, move from the Service Address (*i.e.*, premise), or switching to another Electric Generation Supplier. For fixed rate Agreements, for residential customers, there is no early termination fee if you cancel this Agreement prior to the expiration of the Initial Term. For commercial fixed rate Agreement customers, if you cancel or terminate this Agreement prior to the expiration of the Term, including (without limitation) by switching to a new Electric Generation Supplier or if Chariot Energy exercises any right or option to terminate this Agreement, then you shall pay an Early Termination Fee of \$150.00, in addition to all other amounts you owe Chariot Energy. No Early Termination Fee shall apply if you receive month-to-month service under Chariot Energy's variable price product.

If you: (i) cancel or terminate this Agreement prior to the expiration of the Term; (ii) become subject to bankruptcy proceedings or otherwise declare that you are bankrupt or insolvent; (iii) fail to remit a payment or a deposit in accordance with this Agreement and such failure is not remedied within 2 business days after written notice thereof; and/or (iv) materially breach any other provision of this Agreement and such breach is not remedied within 3 business days after written notice thereof (each event in subsection (i) through (iv) being an "**Event of Default**"), then, upon written notice to you, Chariot Energy may terminate this Agreement, authorize the disconnection of your retail electric service (to the extent permitted by law), charge you an Early Termination Fee, and/or pursue any and all other remedies available to Chariot Energy relating to the enforcement of this Agreement, whether at law or in equity. No Early Termination Fee will apply if you move to another premise, and provide satisfactory evidence to Chariot Energy that you are moving, and provide a forwarding address.

In addition to any Early Termination Fee and reasonable costs associated with assessing the same, you acknowledge and agree that Chariot Energy (or anyone acting on behalf of Chariot Energy) reserves the right to assess and collect from you (whether you are a current or former customer of Chariot Energy) any and all costs, fees, or charges relating to the collection of amounts owed to Chariot Energy, including (without limitation) pre-judgment and post-judgment interest, commissions, costs,



Chariot Energy
5051 Westheimer Road, Suite 1400
Houston, Texas 77056
www.chariotenergy.com

fees, and attorneys' fees incurred when recovering outstanding balances through a collection agency, attorney, or other third party.

Force Majeure

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

Dispute Procedures and Notices

It is your responsibility to contact Chariot Energy to terminate or cancel this Agreement or if any of your contact information changes. Notices required to be given in writing by Chariot Energy under this Agreement may be given via: (i) e-mail; (ii) hand delivery; (iii) United States Postal Service; or (iv) Federal Express or similar delivery service. If you have disputes with or complaints about Chariot Energy, you may contact Chariot Energy and, if not satisfied with Chariot Energy's response, you may contact the PUC. Information is available at www.papowerswitch.com or call (800) 692-7380. Pennsylvania Office of Consumer Advocate can be reached at www.oaca.state.pa.us or call (800) 684-6560.

Communications with Customer

Customer acknowledges that Chariot Energy may send communications to Customer at the Customer's email address provided by the Customer. If Customer does not consent to receive communications by email, Customer may contact Chariot Energy at the information provided above. Customer agrees and acknowledges that the information associated with the Account(s) hereunder, including but not limited to usage data, the Local Utility issued account numbers, service address and any other such information contained in this Agreement are not considered confidential or protected information. Therefore, Chariot Energy is authorized to send

unencrypted email messages to Customer and/or Customer's authorized agent or representative which email may include a copy of this Agreement or other Account(s) related information necessary for Chariot Energy to perform its obligations under this Agreement.

Text Messaging

Chariot Energy may also communicate with you through SMS or other text messaging service(s) ("**Text Messaging**"). If you wish to participate in Text Messaging, you must provide a valid mobile number that can accept text messages. Standard text messaging rates may apply as charged by your mobile phone service provider. By providing your mobile phone number, you authorize Chariot Energy to have additional avenues to contact you using an automated dialer or via Text Messaging.

When you opt-in to Text Messaging, we will send you an SMS to confirm your signup. You can cancel the Text Messaging at any time by texting "STOP" to 28181, after which we will send you a text message to confirm that you have been unsubscribed. After the confirmation message, you will no longer receive text messages from us. If you want to participate in Text Messaging again contact us. If at any time you forget what keywords are supported, just text "HELP" to 28181, after which we will respond with instructions on how to use our Text Messaging service as well as how to unsubscribe.

We are able to deliver messages to the following mobile phone carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, Ntelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless). Carriers are not liable for delayed or undelivered messages. As always, message and data rates may apply for any messages sent to you from us and



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to us from you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the Text Messaging services, please contact us. If you have any questions regarding your privacy, please read our privacy policy on our website found at <https://chariotenergy.com/privacy-policy/>.

Telephone Communication: By accepting this Agreement, you consent to receive calls for any purpose, including with marketing offers and other information, from Chariot Energy, its affiliates and/or assigns, at the telephone number(s) you provide to Chariot Energy, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

Outages

To report service interruptions, outages, or emergencies, you

must call your EDU (toll-free):

Duquesne	888.393.7000	www.duquesnelight.com
MetEd	800.545.7741	www.firstenergycorp.com
PECO	800.494.4000	www.peco.com
Penelec	800.545.7741	www.firstenergycorp.com
Penn Power	800.720.3600	www.firstenergycorp.com
PPL	800.DIAL.PPL	www.pplelectric.com
UGI Utilities	800.276.2722	www.ugi.com
West Penn Power	800.686.0021	www.firstenergycorp.com

Your EDU is responsible for the reliability of electric supply and is also responsible for transmission lines, meters, meter data, and the quality of power. Your EDU is the sole, exclusive party responsible for metering your usage and, if you participate in Chariot Energy's Solar Buyback Program, your electric energy out-flows.

Referral Program

If you refer customers to Chariot Energy, you may be eligible to receive a bill credit. To be eligible to receive a bill credit, you must satisfy the following eligibility requirements: (i) you must be an active Chariot Energy customer and your account with Chariot Energy must be in good standing at the time of the referee's enrollment with Chariot Energy; (ii) your referee must use your valid referral code and successfully enroll with Chariot Energy for retail

electric service under one of Chariot Energy's eligible products, found at www.chariotenergy.com/referral/; (iii) the referee must be enrolled with Chariot Energy for at least 90 days; and (iv) your account and the referee's account must be active and in good standing at the time Chariot Energy issues the bill credit(s). Chariot Energy reserves the right to limit the total number of referral credits you may earn under this Referral Program. This incentive cannot be combined with any other offers or promotions. Bill credits issued under this Referral Program are not redeemable for cash and otherwise have no cash value. Chariot Energy reserves the right to make changes to or discontinue this Referral Program at any time and without advanced notice to you.

Contact Information & Right to Rescind

IF YOU SWITCH TO CHARIOT ENERGY FROM ANOTHER ELECTRIC GENERATION SUPPLIER, THEN YOU HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAYS AFTER RECEIVING THIS DISCLOSURE.

YOU MAY CONTACT US BY PHONE, IN WRITING OR ELECTRONICALLY TO CANCEL THIS AGREEMENT AS FOLLOWS:

- (855) 524-2746 (TOLL-FREE) (8 a.m. – 6 p.m. (CPT) M-F, 9 a.m. – 1 p.m. (CPT) Saturday)
- (713) 583-5946 (FAX) (able to receive 24 hours/day, 7 days/week)
- CUSTOMERCARE@MYCHARIOTENERGY.COM (able to receive 24 hours/day, 7 days/week)

Our address is:

Chariot Energy
5051 Westheimer Road, Suite 1400
Houston, Texas 77056
Website: www.chariotenergy.com

ANY RESCISSION REQUEST PROVIDED BY E-MAIL MUST INCLUDE YOUR NAME, ADDRESS, PHONE NUMBER, ACCOUNT NUMBER, AND A STATEMENT THAT YOU WISH TO RESCIND THE AGREEMENT.

Limitation of Liability

YOU AGREE THAT EVENTS OF FORCE MAJEURE MAY RESULT IN THE INTERRUPTION OF YOUR SERVICE AND THAT CHARIOT ENERGY WILL NOT BE LIABLE TO YOU FOR THOSE INTERRUPTIONS. YOU ALSO AGREE THAT: (i) CHARIOT ENERGY IS NOT



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RESPONSIBLE FOR GENERATING YOUR ELECTRICITY, OR FOR TRANSMITTING OR DISTRIBUTING YOUR ELECTRICITY; AND (ii) CHARIOT ENERGY IS NOT RESPONSIBLE IN ANY WAY FOR THIRD-PARTY EQUIPMENT, GOODS, OR SERVICES PROVIDED TO OR USED BY YOU. TO THE EXTENT THAT CHARIOT ENERGY IS RESPONSIBLE FOR DAMAGES TO YOU, THEN ANY SUCH DAMAGES SHALL BE LIMITED DIRECT ACTUAL DAMAGES AS YOUR SOLE AND EXCLUSIVE REMEDY, AND YOU WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. CHARIOT ENERGY SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING (WITHOUT LIMITATION) LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT, CONTRACT, OR OTHERWISE. THESE LIMITATIONS WILL BE WITHOUT REGARD TO CAUSE, INCLUDING (WITHOUT LIMITATION) THE NEGLIGENCE OF CHARIOT ENERGY. IF AND TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT IS DEEMED TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THAT SUCH PAYMENT IS INTENDED TO BE A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES AND NOT A PENALTY.

Disclaimer of Warranties

CHARIOT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND CHARIOT ENERGY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL PRODUCTS MARKETING AS "RENEWABLE" AND/OR "GREEN" OR SIMILARLY WILL BE SUPPLIED FROM A VARIETY OF GENERATION RESOURCES, AND SUCH DESIGNATIONS WILL BE AUTHENTICATED SOLELY AND EXCLUSIVELY BY THE RETIREMENT OF RENEWABLE ENERGY CREDITS, WHICH PROVIDE FINANCIAL SUPPORT FOR RENEWABLE GENERATION RESOURCES. THE RECEIPT OF ELECTRICITY PROVIDED UNDER THIS AGREEMENT IS NOT GUARANTEED IN ANY WAY TO BE SUPPLIED FROM A PARTICULAR GENERATION RESOURCE OR A PARTICULAR TYPE OF GENERATION RESOURCE. CHARIOT ENERGY MAKES NO, AND HEREBY

DISCLAIMS ANY AND ALL, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO "RENEWABLE" AND "GREEN" PRODUCT DESIGNATIONS AND GENERATION RESOURCES USED TO SUPPLY YOUR RETAIL ELECTRIC SERVICE.

Forward Contracts

The Parties each acknowledge and agree that: (a) this Agreement shall constitute a "**forward contract**" and that Chariot Energy is "**forward contract merchant**," for purposes of and a netting agreement as defined in the United States Bankruptcy Code (see U.S. Bankruptcy Code online at http://uscode.house.gov/download/title_11.shtml); (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 contractors for the sale and purchase of Commodities; (c) Chariot Energy is not a "Utility" as defined in the Code; (d) Commodity supply will be provided by Chariot Energy under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Chariot Energy, is responsible for responding to service problems or emergencies should they occur.

Title, Risk of Loss

You shall be deemed to be in exclusive control of the electricity provided under this Agreement after it reaches your electric meter, and you shall be responsible for any damages or injuries caused thereby. Title to and risk of loss related to the electricity shall transfer to you at the point where the EDU facilities interconnect with your meter. You shall indemnify, defend, and otherwise hold harmless Chariot Energy from any and all claims for loss, damages, or injury or death to persons or property, including (without limitation) all consequential, exemplary, or punitive damages arising from or related in any way to any act, omission, or incident occurring after title to the electricity has passed to you.

Assignment

This Agreement shall be binding on and inure to the benefit of and may be performed by the successors and assigns of the Parties, except that no assignment, pledge, or other transfer of the Agreement by you shall operate to release you from any of your obligations hereunder. You may not assign this Agreement without the prior written consent



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of Chariot Energy, which consent shall not be unreasonably withheld. Notwithstanding any other provision of this Agreement, you agree that Chariot Energy shall have the right to assign this Agreement, together with all rights and obligations hereunder, to Chariot Energy's electricity supplier (or such supplier's designee), banks, or other lenders in connection with its financing activities, or to any other retail electric provider. Nothing in this provision shall deny Chariot Energy any benefits obtained prior to assignment of the Agreement. You will be notified prior to assignment including new supplier details.

Amendments

This Agreement may not be amended by Customer except in a writing signed by both Parties hereto, and any attempt by Customer to change, amend, or modify the terms of this Agreement is void and shall have no effect.

Governing Law

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.

Waiver

No waiver or failure to enforce by either Party of any default or nonperformance by the other Party under this Agreement shall operate as a waiver of a future default or nonperformance by such other Party, whether of a like or different character.

Severability

If any provision of this Agreement is declared invalid or unenforceable by a court of law or regulatory body having jurisdiction over this Agreement, then such decision(s) shall not affect the validity or enforceability of the remaining portions of this Agreement and such remaining portions shall remain in effect as if the Agreement had been executed without the invalid or unenforceable provisions, and the Parties shall promptly negotiate to restore the terms of this Agreement as nearly as possible to its original intent or effect.

Survivability

Terms, conditions, and provisions herein regarding charges, payments, penalties, renewals, limitations of liability, risk of loss, choice of law, waiver of jury trial, and the survival of obligations shall survive the termination of this Agreement.

Merger

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof. Any other agreements, whether written or oral, between the Parties concerning the subject matter of this Agreement are hereby superseded.

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

Information Release Authorization: Throughout the duration, you authorize Chariot Energy to obtain information from the EDC that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future energy usage, rate classification, meter readings, characteristics of energy service and, when charges hereunder are included on your EDC bill, billing and payment information from the Utility. We will maintain the confidentiality of your personal information, including name, address, telephone number, energy usage and historic payment information, as required by applicable Pennsylvania Public Utility Commission regulations and Federal and State laws. You authorize Chariot Energy to release your information to third parties that need to know such information in connection with your energy service and to Chariot Energy's affiliates and subcontractors. These authorizations will remain in effect as long as this Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us at the number and/or address provided above under the Contact Information section of the Agreement. We reserve the right to the extent permitted by law to reject your enrollment or cancel this Agreement in the event these authorizations are rescinded.



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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 Chariot Energy relating to this Agreement Chariot Energy's services, or the sale or marketing of Chariot Energy'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 the Commonwealth of 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 Chariot Energy 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 Chariot Energy, and/or receipt of electricity under this Agreement. The arbitration provision shall apply even after the Customer ceases receiving services from Chariot Energy. All arbitrations shall be conducted on an individual basis, and an arbitrator shall have no authority to award class-wide relief. Customer and Chariot Energy 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 Chariot Energy 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.

Attachment H

Proof of PJM Membership

See attached.

Membership Approval - CHARIOT ENERGY NORTHEAST, LLC

From Dent, D'Ondre <D'Ondre.Dent@pjm.com>

Date Fri 6/5/2026 2:16 PM

To 'natarafeller@feller.law' <natarafeller@feller.law>; Luis Choi <luis.choi@mychariotenergy.com>

Cc Membership Applications <membershipapplications@pjm.com>; Client Managers <ClientManagers@pjm.com>; Stakeholder Process & Engagement <StakeholderProcess&Engagement@pjm.com>; State and Member Training Department <trainingdept@pjm.com>; Account Manager - CAM <AccountManager@pjm.com>

 3 attachments (1 MB)

Membership Application.Chariot Energy Northeast, LLC.20260605.pdf; Schedule 4.CHARIOT ENERGY NORTHEAST, LLC.20260605.pdf; Contact Management Quick Guide.pdf;

 **EXTERNAL MESSAGE – Think Before You Click. Report any Phishing or Malicious Email to**
alerts@mychariotenergy.com

Good Afternoon,

Welcome to PJM! CHARIOT ENERGY NORTHEAST, LLC has been approved for PJM membership in the Other Supplier sector and will be announced at the Members Committee ("MC") meeting to be held on 6/24/2026. I have attached the countersigned document to this email for your records.

CHARIOT ENERGY NORTHEAST, LLC was approved for the following markets: LSE, Energy, Capacity, FTRs.

Those listed as Authorized Representatives and Maintenance Managers on the designation form submitted with the application have access to the [Maintenance](#) feature in the Membership Management Community. An Authorized Representative or Maintenance Manager should login to the tool as soon as possible to designate Company Account Managers (CAMs) and Contact Managers for your company. Guidance is available via the [user guide](#).

Company Account Managers (CAMs): Prior to allowing a Member to utilize PJM tools, the Member must designate CAMs. Individuals designated as CAMs will have full rights to manage individual user accounts on behalf of the company in the Account Manager tool. A minimum of two CAMs must be designated per member company account. Please reference the [CAM On-Boarding Quick Start User Guide](#).

Contact Managers: These individuals will be given access to the Contact Management feature in the Membership Management Community allowing members to manage who is representing their company for various member-level roles at PJM. It is important that those listed as Contact Managers create and assign a Billing Contact, Roster Manager, and other required contacts, for your company as soon as possible. A **Contact Management Quick Guide** has been attached to provide you with more information.

The CAMs, Contact Managers, and assigned Roles should be set up as soon as possible.

A member of our Client Management team will be reaching out to you within the next week to welcome you and talk about PJM. You can also contact our Customer Service Center at 866-400-8980 should you have any questions in the meantime.

Feel free to visit the [Training webpage](#) on PJM.com for a complete list of PJM trainings.

Respectfully,

D'ondre Dent
Membership Process Analyst, Membership Process & Services

(610) 666-8800 D'Ondre.Dent@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403

Application for Membership
between
PJM Interconnection, L.L.C.
and
Chariot Energy Northeast, LLC

This Application for Membership Agreement ('Agreement') is entered into between PJM Interconnection, L.L.C. ('PJM') and Chariot energy northeast, LLC ('Applicant'). The purpose of this Agreement is to apply to become a member of the PJM and to participate under the PJM Amended and Restated Operating Agreement, Third Revised Rates Schedule FERC No. 24 ('Operating Agreement'). The Applicant has read and understands the terms and conditions of the Operating Agreement. The Applicant agrees to accept the concepts and obligations set forth in this Agreement and the Operating Agreement posted on the PJM website at: <http://www.pjm.com/documents/agreements/pjm-agreements.aspx>.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ('Tariff'). Such costs include but are not limited to: (i) payment obligations under Schedule 3 of the Operating Agreement; (ii) costs under Schedule 9 of the PJM Tariff; and (iii) potential default allocation payment obligations pursuant to Section 15.2 of the Operating Agreement (PJM may, under the Operating Agreement, declare members in default for not paying their invoices. If that occurs, PJM may pursue collection of the overdue invoices that exceed the collateral PJM holds from the defaulting member as well as take steps to terminate the defaulting members' membership. According to the Operating Agreement, all members are required to pay a portion of the payment default that exceeds the defaulting member's collateral held by PJM.)

The Applicant will pay the annual fee of \$5,000 for the remainder of the year of application upon notification of PJM application approval per Schedule 3.

The Applicant recognizes that it shall become a member of PJM effective as of the date that the Applicant receives the supplement to the Operating Agreement in the form prescribed in Schedule 4 of the Operating Agreement signed by the Applicant and countersigned by the President of PJM pursuant to section 11.6 of the Operating Agreement.

This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Applicant: chariot energy northeast, LLC

Signature:

Name:

In kyu Park

Title:

Officer / CEO

Date:

8/28/25

PJM Interconnection, L.L.C.

Signature: Monica Burkett

Name: Monica Burkett

Title: Manager, Membership
Process & Services

Date: June 5, 2026

PJM Interconnection, L.L.C.
Third Revised Rate Schedule FERC No. 24

Second Revised Sheet No. 171
Superseding Original Sheet No. 171

SCHEDULE 4

STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC

Any entity which wishes to become a Member of the LLC shall, pursuant to Section 11.6 of this Agreement, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

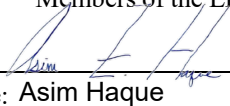
Additional Member Agreement

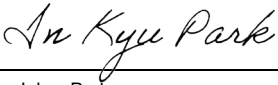
1. This Additional Member Agreement (the 'Supplemental Agreement'), dated as of 6/5/2026, is entered into among Chariot Energy Northeast, LLC and the President of the LLC acting on behalf of its Members.
2. Chariot Energy Northeast, LLC has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Region is required to integrate Chariot Energy Northeast, LLC facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Chariot Energy Northeast, LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. Chariot Energy Northeast, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. Chariot Energy Northeast, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Inkyu Park 5051 Westheimer Rd Suite 1400, Houston, TX 77056
5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members.
6. The Operating Agreement is hereby amended to include Chariot Energy Northeast, LLC, as a Member of the LLC thereto, effective as of June, 5, 2026, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Chariot Energy Northeast, LLC and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: 
Name: Asim Haque
Title: EVP, Governmental & Member Services

By: 
Name: Inkyu Park
Title: Chief Operating Officer