

**OFFICIAL FILE**  
**ILLINOIS COMMERCE COMMISSION** STATE OF ILLINOIS  
**ILLINOIS COMMERCE COMMISSION**

**ORIGINAL**

Green Mountain Energy Company §  
Application for Certificate of §  
Service Authority under Section §  
16-115 of the Public Utilities Act §

Docket No. 11-0326

APPLICATION

Green Mountain Energy Company (“Applicant” or “Green Mountain”) hereby requests that the Illinois Commerce Commission (“Commission”) grant it a certificate of service authority pursuant to Section 16-115 of the Public Utilities Act (“Act”). In support of its application, Applicant states as follows:

GENERAL [451.20, 451.30, 451.210 and 451.30]

- 1. Applicant's name and street address: [451.20(c)(1) and (2)]

Green Mountain Energy Company  
300 West 6<sup>th</sup> Street, Suite 900  
Austin, Texas 78701

- 2. Related information:

Type of business: corporation

Jurisdiction under whose laws business entity was created: Delaware

Other names under which Applicant does business (d/b/a): none

Federal Employer Identification Number (FEIN): 03-0360441

Registered agent in Illinois: CT Corporation System  
208 S. LaSalle Street  
Suite 814  
Chicago, IL 60604

ILLINOIS COMMERCE COMMISSION  
201 APR - 5 A 10: 58  
CHIEF CLERK'S OFFICE

3. Contact persons for the following:

- a) Issues related to processing this application:  
L. Michelle Cutrer  
Assistant General Counsel  
Green Mountain Energy Company  
300 West 6<sup>th</sup> Street, 9<sup>th</sup> Floor  
Austin, TX 78701  
(512) 691-6127 phone  
(512) 691-6353 fax  
michelle.cutrer@greenmountain.com
  
- b) Issues related to retail customer complaint resolution:  
John Bui  
Senior Regulatory Analyst, Regulatory Compliance  
Green Mountain Energy Company  
300 West 6<sup>th</sup> Street, 9<sup>th</sup> Floor  
Austin, TX 78701  
(512) 691-6339 phone  
(512) 691-6353 fax  
john.bui@greenmountain.com
  
- c) Issues related to retail customers (other than complaint resolution), and issues arising from relationships with other providers of electric services:  
Jeff Thomas  
Vice President, Customer Operations (Commercial Services)  
Green Mountain Energy Company  
1255 West 15th Street, Suite 100  
Plano, TX 75075  
(972) 265-4424 phone  
(972) 673-0269 fax  
jeff.thomas@greenmountain.com
  
- d) Technical issues, including scheduling of generation, transmission and distribution:  
Mark E. McShane  
Senior Vice President, Supply  
Green Mountain Energy Company  
300 West 6<sup>th</sup> Street, 9<sup>th</sup> Floor  
Austin, TX 78701  
(512) 691-6107 phone  
(512) 691-6151 fax  
Mark.McShane@GreenMountain.com

- 4. Applicant does not agree to accept service by electronic means. [451.30(e)]
  
- 5. Applicant is licensed to do business in the State of Illinois, as demonstrated by Attachment for 451.20(d)(1). [451.20(d)(1)]

6. Applicant will publish a notice of its application for certification in the Official State Newspaper within 10 days following the filing of this Application for certification. Applicant will file proof of publication with the Clerk of the Commission within 5 days after publication. [451.30(a)]
7. Neither Applicant, nor any employees of Applicant, will be installing, operating, and/or maintaining generation, transmission, or distribution facilities within the State of Illinois. [451.20(d)(2)]
8. A description of Applicant's business is provided in the Attachment for 451.30(c)(1). [451.30(c)(1)] Applicant is not affiliated with an Illinois public utility (as defined in Section 3-105 of the Public Utilities Act). Applicant is an affiliate of Reliant Energy Northeast LLC, which has applied for a license to serve as an alternative retail electric supplier in the State of Illinois. Applicant is a wholly-owned subsidiary of NRG Energy, Inc. and NRG Energy, Inc. is the ultimate parent of Reliant Energy Northeast LLC.
9. Applicant seeks to be authorized to offer service to nonresidential retail customers with annual electrical consumption greater than 15,000 kWh in the Commonwealth Edison Company ("ComEd") geographic area. Applicant intends to offer a variety of retail electric products to such customers, including but not limited to a fixed rate product and a managed index product. At this time, Applicant is not requesting a license to serve residential retail electric customers. [451.30(c)]
10. Applicant is filing under Subpart C of Part 451. [451.30(c)(2)]
11. Notification of intent to serve in ComEd's service area has been provided to ComEd's in-state designated agent, as listed on the Illinois Commerce Commission website, and to the ComEd Electric Supplier Services Department. A copy of the notice to Com Ed of Applicant's intent to serve in the Con Ed service area and proof of delivery of such notice is provided in Attachment for 451.30(c)(3). [451.30(c)(3)]
12. Applicant certifies that:
  - a) it will comply with all applicable Federal, State, regional and industry rules, policies, practices, procedures and tariffs for the use, operation, maintenance, safety, integrity, and reliability of the interconnected electric transmission system; [451.20(a)]
  - b) it will comply with informational and reporting requirements that the Commission may by rule establish; [451.20(b)]
  - c) it will comply with all other applicable laws and regulations and Commission rules and orders; [451.20(e)]
  - d) it shall comply with all terms and conditions required by Sections 16-115A(a), (b), and (f), 16-119, 16-123, 16-125(b) and (c), 16-127, and 16-128(a) of the Act, to the extent those Sections have application to the services being offered by the alternative electric supplier; and [451.30(d)(2)]

- e) it shall comply with all terms and conditions required by Section 16-115A(c) of the Act. [451.210]
13. Applicant agrees to submit good faith schedules of transmission and energy in accordance with applicable tariffs. [451.20(a)]
  14. Applicant certifies that it will provide for review by Staff, on a confidential and proprietary basis, data related to contracts for the purchase and sale of electric power and energy. [451.20(b)]
  15. Applicant certifies that it will procure renewable energy resources as required by Section 16-115D and Section 16-115(d) of the Act. [451.20(f)]
  16. Applicant certifies that it will source electricity from clean coal facilities, as required by Section 16-115(d)(5) of the Act. [451.20(g)]
  17. Applicant agrees to adopt and follow rules and procedures ensuring that authorizations from customers, customer billing records, and requests for delivery service transmitted to utilities are retained for a period of not less than two calendar years after the calendar year in which they were created. Applicant agrees to make these records available by request to the Commission or its Staff on a confidential and proprietary basis, as necessary to carry out the Commission's obligations under the Act. [451.40(a)]
  18. Applicant agrees to preserve the confidentiality of its customers' data and agrees to adopt and follow rules and procedures to preserve the confidentiality of its customers' data. [451.40(b)]
  19. Applicant does not currently have authority from the Commission to be an alternative retail electric supplier.
  20. Applicant has been licensed to serve residential and commercial retail electric customers in the State of Texas since January 2001. Applicant has been licensed to serve residential and commercial retail electric customers in the State of New York since April 2009. Applicant applied for a license to serve commercial and industrial retail electric customers in the State of New Jersey on January 21, 2011. The New Jersey Board of Public Utilities approved Applicant's license application at a meeting on March 30, 2011. On March 2, 2011, Applicant applied for a license to serve commercial, governmental and industrial retail electric customers in the Commonwealth of Pennsylvania. This license application is currently pending. Applicant is a wholly owned subsidiary of NRG Energy, Inc., which is the ultimate parent of Reliant Energy Northeast LLC ("REN"). Currently, REN is licensed to sell electric supply services in Illinois, Maryland, Pennsylvania, Washington D.C., New Jersey and Delaware. Complaints filed against Applicant for its provision of any services in the electric or gas industry are summarized in the Attachment for Paragraph 20.

LICENSE OR PERMIT BOND [451.50]

21. An original bond in the amount of \$150,000 and meeting the requirements of Section 451.50 is included with this Application. Attachment for 451.50 also provides a copy of the bond.

FINANCIAL QUALIFICATIONS UNDER SUBPART C [451.220]

- 22. Applicant meets the financial criteria set forth in Part 451.220(a)(3), as demonstrated in Attachment for 451.220. Applicant certifies that it is a member of PJM Interconnection (“PJM”) and that it will purchase 100% of its physical energy from PJM for delivery to the service territories of the utilities for which Applicant is seeking a certificate, as demonstrated in Attachment for 451.220.
- 23. Applicant will not provide electric power and energy with property, plant and equipment that it owns, controls, or operates.

Although Applicant is affiliated with two entities that collectively own a 455 MW gas-fired power plant in Rockford, Illinois (NRG Rockford LLC and NRG Rockford II LLC), Applicant has no contractual rights to the output of the Rockford power plant. NRG Rockford LLC and NRG Rockford II LLC are wholly-owned, indirect subsidiaries of NRG Energy, Inc. Applicant is a wholly-owned, direct subsidiary of NRG Energy, Inc.

TECHNICAL QUALIFICATIONS UNDER SUBPART C [451.230]

- 24. Applicant will not use electric generation, transmission or distribution facilities that it owns, controls, or operates in serving customers. Applicant meets the requirements of Part 451.230, as demonstrated in Attachment for Section 451.230. [451.230(b)]
- 25. Applicant designates the following phone number, fax and address where its staff can be directly reached at all times:

Telephone: (972) 265-4424  
Fax: (866) 306-3695  
Address: Green Mountain Energy Company  
1255 W. 15<sup>th</sup> Street, Suite 100  
Plano, TX 75075  
Attention: Jeff Thomas

Applicant agrees to maintain a telephone number, fax number and address where its staff can be directly reached at all times. [451.230(c)]

- 26. Applicant is not relying on one or more agents or contractors to meet the technical requirements of Part 451.230.

MANAGERIAL QUALIFICATIONS UNDER SUBPART C [451.240]

- 27. Applicant meets the managerial qualifications set forth in Part 451.240, as demonstrated in the Attachment for Section 451.240. Attachment for Section 451.240 includes a corporate organizational chart and identifies the persons or agents used to meet the requirements of Part 451.240(b).

28. Applicant is not relying on one or more agents or contractors to meet the technical requirements of Part 451.240.

FINANCIAL QUALIFICATIONS FOR SINGLE BILLING SERVICE [451.510]

27. Applicant does not intend to provide single billing services.

ADDITIONAL INFORMATION

27. Applicant provides the additional information in Attachment for Additional Information.

[Remainder of page intentionally left blank]

Please do not hesitate to contact me should you have questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Michelle Cutrer", with a long horizontal flourish extending to the right.

L. Michelle Cutrer  
Assistant General Counsel  
Green Mountain Energy Company  
300 West 6<sup>th</sup> Street, 9<sup>th</sup> Floor  
Austin, Texas 78701  
Phone: (512) 691-6127  
Email: [michelle.cutrer@greenmountain.com](mailto:michelle.cutrer@greenmountain.com)

WHEREFORE, Applicant requests that the Commission grant its application for service authority to serve nonresidential retail customers with annual electrical consumption greater than 15,000 kWh in the Commonwealth Edison Company service territory.

Respectfully submitted,

Green Mountain Energy Company

By:



Robert Thomas

Chief Legal Officer & Secretary

L. Michelle Cutrer  
Assistant General Counsel  
Green Mountain Energy Company  
300 West 6<sup>th</sup> Street, 9<sup>th</sup> Floor  
Austin, Texas 78701  
(512) 691-6127  
michelle.cutrer@greenmountain.com

VERIFICATION

STATE OF TEXAS )

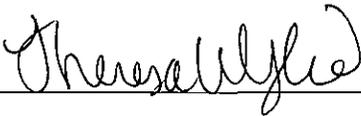
TRAVIS COUNTY )

Robert Thomas, being first duly sworn, deposes and says that he is the Chief Legal Officer and Secretary of Green Mountain Energy Company (Applicant); that he has read the foregoing Application of Green Mountain Energy Company, and all of the attachments accompanying and referred to within the Application; and that the statements contained in the Application and the attachments are true, correct and complete to the best of his knowledge, information and belief.

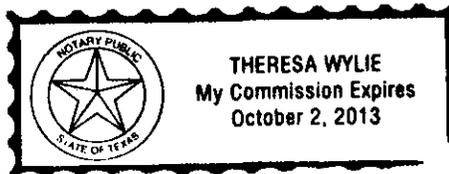


Robert Thomas  
Chief Legal Officer & Secretary

Subscribed and sworn to before me  
this 31st day of March, 2011.



Notary Public



**Attachment for Section 451.20(d)(1)**

**Admission to Transact Business in the State of Illinois**



## OFFICE OF THE SECRETARY OF STATE

---

JESSE WHITE • Secretary of State

MARCH 24, 2011

6776-369-6

C T CORPORATION SYSTEM  
600 S SECOND ST  
SPRINGFIELD, IL 62704

RE GREEN MOUNTAIN ENERGY COMPANY

DEAR SIR OR MADAM:

IT IS OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. FEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

THE CORPORATION MUST FILE AN ANNUAL REPORT AND PAY FRANCHISE TAXES PRIOR TO THE FIRST DAY OF ITS ANNIVERSARY MONTH (MONTH OF QUALIFICATION) NEXT YEAR. A PRE-PRINTED ANNUAL REPORT FORM WILL BE SENT TO THE REGISTERED AGENT AT THE ADDRESS SHOWN ON THE RECORDS OF THIS OFFICE APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH.

SECURITIES CANNOT BE ISSUED OR SOLD EXCEPT IN COMPLIANCE WITH THE ILLINOIS SECURITIES LAW OF 1953, 815 ILLINOIS COMPILED STATUTES, 5/1 ET SEQ. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE SECRETARY OF STATE, SECURITIES DEPARTMENT AT (217) 782-2256 OR (312) 793-3384.

SINCERELY,

JESSE WHITE  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
CORPORATION DIVISION  
TELEPHONE (217) 782-6961

**FILED**

**MAR 24 2011**

FORM **BCA 13.15** (rev. Dec. 2003)  
APPLICATION FOR AUTHORITY TO  
TRANSACTION BUSINESS IN ILLINOIS  
Business Corporation Act

JESSE WHITE  
SECRETARY OF STATE

Jesse White, Secretary of State  
Department of Business Services  
Springfield, IL 62756  
Telephone (217) 782-1834  
www.cyberdriveillinois.com

Remit payment in the form of a cashier's  
check, certified check, money order  
or an Illinois attorney's or CPA's check  
payable to the Secretary of State.

6776.3696  
File #

SEE NOTE 1 CONCERNING PAYMENT!

Filing Fee \$ 150. Franchise Tax \$ 1902.<sup>25</sup> Penalty/Interest \$ - Total \$ 2052.<sup>25</sup> Approved: myr  
Submit in duplicate Type or Print clearly in black ink Do not write above this line

1. (a) CORPORATE NAME: Green Mountain Energy Company

(Complete Item 1 (b) only if the corporate name is not available in this state.)

(b) ASSUMED CORPORATE NAME: \_\_\_\_\_  
(By electing this assumed name, the corporation hereby agrees NOT to use its corporate name in the transaction of business in Illinois. Form BCA 4.15 is attached.)

2. State or Country of Incorporation Delaware Date of Incorporation 03-03-1999 Period of Duration Perpetual

3. (a) Address of the principal office, wherever located: 300 West Sixth Street  
Ninth Floor  
Austin, Texas 78701  
(b) Address of principal office in Illinois: None.  
(if none, so state)

4. Name and address of the registered agent and registered office in Illinois.  
Registered Agent: CT Corporation System  
Registered Office: 208 S LaSalle Street  
Chicago, IL 60604  
Cook  
First Name Middle Initial Last name  
Number Street Suite # (A P.O. Box alone is not acceptable.)  
City ZIP Code County

5. States and countries in which it is admitted or qualified to transact business: (Include state of incorporation)  
Delaware (3/3/99), Texas (7/18/00), New York (8/22/02), Oregon (12/17/01), Pennsylvania (5/13/99), New Jersey (4/28/99)

6. Name and addresses of officers and directors: (If more than 3 directors and/or additional officers, attach list.)

Name	No. & Street	City	State	ZIP
President	SEE ATTACHED			
Secretary				
Director				
Director				
Director				

C-171.15

7. The purpose or purposes for which it was organized which it proposes to pursue in the transaction of business in this state: (If not sufficient space to cover this point, add one or more sheets of this size)

Licensed retail electric power supplier. Provider of environmentally preferable electricity products. Provider of products and services related to electricity, renewable energy and sustainability initiatives, including without limitation energy consulting and renewable generation.

8. Authorized and issued shares:

Class	Series	Par Value	Number of Shares Authorized	Number of Shares Issued
Common Stock		\$0.001	15,000,000	100

(If more, attach list)

9. Paid-in Capital: \$ 432,000,000.00  
("Paid-in Capital" replaces the terms Stated Capital & Paid-in Surplus and is equal to the total of these accounts.)

10. (a) Give an estimate of the total value of all the property\* of the corporation for the following year: \$ 11,300,000
- (b) Give an estimate of the total value of all the property\* of the corporation for the following year that will be located in Illinois: \$ 0
- (c) State the estimated total business of the corporation to be transacted by it everywhere for the following year: \$ 670,000,000
- (d) State the estimated annual business of the corporation to be transacted by it at or from places of business in the State of Illinois: \$ 2,000,000

11. Interrogatories: (Important - this section must be completed.)

- (a) Is the corporation transacting business in this state at this time? No.
- (b) If the answer to item 11(a) is yes, state the exact date on which it commenced to transact business in Illinois:  
N/A

12. This application is accompanied by a certified copy of the articles of incorporation, as amended, duly authenticated, within the last ninety (90) days, by the proper officer of the state or country wherein the corporation is incorporated.

13. The undersigned corporation has caused this application to be signed by a duly authorized officer, who affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated MARCH 18<sup>th</sup>, 2011  
(Month & Day) (Year)

  
(Any Authorized Officer's Signature)  
Christopher Sotos- Vice President, Treasury  
(Print Name and Title)

Green Mountain Energy Company  
(Exact Name of Corporation)

- \* PROPERTY as used in this application shall apply to all property of the corporation, real, personal, tangible, intangible, or mixed without qualifications.

Note 1: Payment in connection with this application must be in the form of a certified check, cashier's check, Illinois attorney or CPA's check or money order made payable to the "Secretary of State". The minimum fee due upon qualification is \$175. Any additional fees will be billed and must be paid before this application can be filed.

Entity Name: Green Mountain Energy Company

Ragan, John	Director	Director	1201 Fannin Street Houston, TX 77002
Brauner, Helen A.	Vice President, Strategic Planning	Officer	300 W. 6th Street, Suite 900 Austin, TX 78701
Burden, William M.	Chief Risk Officer & Chief Environmental Officer	Officer	300 W. 6th Street, Suite 900 Austin, TX 78701
Current, Michael	Chief Financial Officer & Treasurer	Officer	300 W. 6th Street, Suite 900 Austin, TX 78701
Hart, Scott B.	President, Commercial Services	Officer	300 W. 6th Street, Suite 900 Austin, TX 78701
Keane, Dan	Vice President, Tax	Officer	211 Carnegie Center Princeton, NJ 08540
Lamping, Mark A.	Vice President, Sales	Officer	300 W. 6th Street, Suite 900 Austin, TX 78701
Markovich, Paul N.	Senior Vice President, Residential Sales	Officer	300 W. 6th Street, Suite 900 Austin, TX 78701
Prater, Ronald E.	Senior Vice President, Supply	Officer	300 W. 6th Street, Suite 900 Austin, TX 78701
Sotos, Christopher	Vice President, Treasury	Officer	211 Carnegie Center Princeton, NJ 08540
Thomas, Paul D.	Chief Executive Officer & President	Officer	300 W. 6th Street, Suite 900 Austin, TX 78701
Thomas, Robert P.	Chief Legal Officer & Secretary	Officer	300 W. 6th Street, Suite 900 Austin, TX 78701
Trupo, Craig M.	Vice President, Finance & Accounting	Officer	300 W. 6th Street, Suite 900 Austin, TX 78701

**Attachment for Section 451.30(c)(1)**

**Description of Applicant's business:**

Green Mountain Energy Company, a Delaware corporation, principally markets and sells retail renewable electricity products to residential and commercial customers. Green Mountain has been serving both retail and commercial retail electric customers in Texas since 2001 and in New York since August 2009. Green Mountain also provides 'renewable energy credit' supply and marketing services to an incumbent utility in Oregon. Green Mountain is a licensed Green Power Marketer in the State of New Jersey. Green Mountain also markets and sells renewable energy credits and carbon offsets nationwide.

Green Mountain Energy Company served residential and commercial retail electric customers in the Commonwealth of Pennsylvania from October 1998 until May 2006, in the State of New Jersey from March 2000 until early 2006, and in the State of Ohio from September 2001 under the end of 2005.

**Attachment for Section 451.30(c)(3)**

**Notice to Commonwealth Edison**



**Green  
Mountain  
Energy®**

Green Mountain Energy Company  
P.O. Box 689008  
Austin, Texas 78768  
[greenmountain.com](http://greenmountain.com)

March 30, 2011

Thomas S. O'Neill  
(designated agent of Commonwealth Edison Company)  
440 S. LaSalle St., Ste. 3300  
Chicago, IL 60605  
Phone: (312) 394-5400  
E-Mail: [thomas.oneill@comed.com](mailto:thomas.oneill@comed.com)

ComEd  
Electric Supplier Services Department  
1919 Swift Dr., Room 254  
Oak Brook, IL 60523

Re: Application of Green Mountain Energy Company

Dear Mr. O'Neill and ComEd,

Green Mountain Energy Company ("Green Mountain") intends to apply for a license to serve as an Alternative Retail Electric Supplier ("ARES") in the State of Illinois.

Green Mountain hereby gives notice to you of its intent to serve retail electric customers in the ComEd service area (subject to its receipt of an ARES license and completion of other requirements).

Please do not hesitate to contact me should you have questions or need additional information.

Sincerely,

L. Michelle Cutrer  
Assistant General Counsel  
Green Mountain Energy Company  
300 West 6<sup>th</sup> Street, 9<sup>th</sup> Floor  
Austin, Texas 78701  
Phone: (512) 691-6127  
Email: [michelle.cutrer@greenmountain.com](mailto:michelle.cutrer@greenmountain.com)





FedEx Express  
Customer Support Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38116

U.S. Mail: PO Box 727  
Memphis, TN 38194-4643  
Telephone: 901-369-3600

March 31,2011

Dear Customer:

The following is the proof-of-delivery for tracking number **874490743601**.

---

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivered to:</b>	Receptionist/Front Desk
<b>Signed for by:</b>	D.TOWNSEND	<b>Delivery location:</b>	440 S LASALLE ST 60605
<b>Service type:</b>	Priority Envelope	<b>Delivery date:</b>	Mar 31, 2011 10:08



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**Shipping Information:**

<b>Tracking number:</b>	874490743601	<b>Ship date:</b>	Mar 30, 2011
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**Recipient:**  
THOMAS S O'NOLL  
COMMONWEALTH EDISON COMPANY  
440 S LASALLE ST STE 3300  
60605 US

**Reference**

**Shipper:**  
L MICHELLE CUTHRIE  
GREEN MOUNTAIN ENERGY  
300 W 6TH ST STE 900  
78701 US  
ACCTG 51000/LICENSE/FESS

Thank you for choosing FedEx Express.

FedEx Worldwide Customer Service  
1.800.GoFedEx 1.800.463.3339

**FedEx** US Airbill  
Express

FedEx  
Tracking  
Number

8744 9074 3601

**1 From** Please print and press hard.

Date 3/30/2011 Sender's FedEx Account Number SENDER'S FED EX 2578-0584-3

Sender's Name L. MICHELLE CUTLER Phone 512, 691-6100

Company GREEN MOUNTAIN ENERGY

Address 300 W 6TH ST STE 900

City AUSTIN State TX ZIP 78701

**2 Your Internal Billing Reference**

First 24 characters will appear on invoice. ALCTG: 51000/ LICENSE FEES 76150

**3 To**

Recipient's Name THOMAS S. O'NEILL Phone 312 394-6700

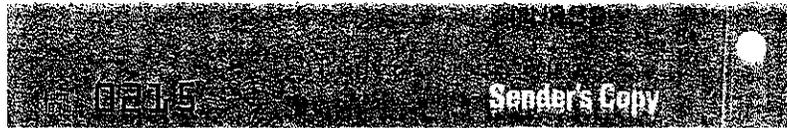
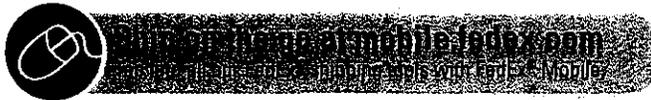
Company COMMONWEALTH EDISON COMPANY

Address 440 S. LA SALLE ST.  
We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room

Address SUITE 3300  
Use this line for the HOLD location address or for continuation of your shipping address.

City CHICAGO State IL ZIP 60605

0430550447



**4a Express Package Service**

\* To most locations. Packages up to 150 lbs.

- FedEx Priority Overnight**  
Next business morning\* Friday shipments will be delivered on Monday unless SATURDAY delivery is selected.
- FedEx Standard Overnight**  
Next business afternoon\* Saturday Delivery NOT available.
- FedEx First Overnight**  
Earliest next business morning delivery to select locations.\*
- FedEx 2Day**  
Second business day\* Thursday shipments will be delivered on Monday unless SATURDAY delivery is selected.
- FedEx Express Saver**  
Third business day\* Saturday Delivery NOT available.

**4b Express Freight Service**

\*\* To most locations. Packages over 150 lbs. CALL 1 800 352 0847

- FedEx 1Day Freight**  
Next business day\*\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx 1Day Freight Booking No.
- FedEx 2Day Freight**  
Second business day\*\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx 3Day Freight**  
Third business day\*\* Saturday Delivery NOT available.

**5 Packaging**

\* Declared value limit \$500.

- FedEx Envelope\***
- FedEx Pak\***  
Includes FedEx Small Pak and FedEx Large Pak.
- FedEx Box**
- FedEx Tube**
- Other**

**6 Special Handling and Delivery Signature Options**

- SATURDAY Delivery**  
NOT available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 3Day Freight.
- No Signature Required**  
Package may be left without obtaining a signature for delivery.
- Direct Signature**  
Someone at recipient's address may sign for delivery. Fee applies.
- Indirect Signature**  
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. Fee applies.

**Does this shipment contain dangerous goods?**

- One box must be checked.
- No**
  - Yes** As per attached Shipper's Declaration.
  - Yes** Shipper's Declaration not required.
  - Dry Ice** Dry Ice, 6 UN 1845 \_\_\_\_\_ x \_\_\_\_\_ kg
  - Cargo Aircraft Only**
- Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.

**7 Payment Bill to:**

- Enter FedEx Acct. No. or Credit Card No. below.
- Sender** Acct. No. in Section 1 will be billed.
  - Recipient**
  - Third Party**
  - Credit Card**
  - Cash/Check**
- FedEx Acct. No. / Credit Card No. Exp. Date

Total Packages 1 Total Weight 1 lbs. Total Declared Value\* 0 \$ 00

Your liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

**605**

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.



FedEx Express  
Customer Support Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38116

U.S. Mail: PO Box 727  
Memphis, TN 38194-4643

Telephone: 901-369-3600

March 31, 2011

Com Ed  
Electric Supplier Services Dept  
1919 Swift Drive  
Room 254  
Oak Brook, IL 60523 US

Dear Customer:

The following is the proof-of-delivery for tracking number **874490743597**.

---

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivered to:</b>	Guard/Security Station
<b>Signed for by:</b>	B.ASIEDU	<b>Delivery location:</b>	2107 SWIFT 1919 60523
<b>Service type:</b>	Priority Envelope	<b>Delivery date:</b>	Mar 31, 2011 09:42



---

**Shipping Information:**

<b>Tracking number:</b>	874490743597	<b>Ship date:</b>	Mar 30, 2011
-------------------------	--------------	-------------------	--------------

**Recipient:**  
COM ED  
ELECTRIC SUPPLIER SERVICES DEP  
1919 SWIFT DR RM 254  
60523 US

**Shipper:**  
L MICHELLE CUTREX  
GREEN MOUNTAIN ENERGY  
300 W 6TH ST STE 900  
78701 US

**Reference**

LICENSE/FETS 76150 ACCTE

Thank you for choosing FedEx Express.

FedEx Worldwide Customer Service  
1.800.GoFedEx 1.800.463.3339

# FedEx Express US Airbill

FedEx Tracking Number

8744 9074 3597

**1 From** Please print and press hard.

Date 3/30/2011 Sender's FedEx Account Number 2579-0596-88 ONLY

Sender's Name L. MICHELLE OUTROK Phone ( 512 ) 691-6100

Company GREEN MOUNTAIN ENERGY

Address 300 W 6TH ST STE 900 Dept./Room/Suite/Room

City AUSTIN State TX ZIP 78701

**2 Your Internal Billing Reference** First 24 characters will appear on invoice.

ALCTB CODE 51000

LICENSE/FEE'S 76150

**3 To**

Recipient's Name COM ED Phone ( )

Company ELECTRIC SUPPLIER SERVICES DEPT.

Address 1919 SWIFT DRIVE We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Room/Suite/Room

Address Room 254 HOLD Saturday  
FedEx location address REQUIRED. Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

City OAK BROOK State IL ZIP 60523

0430550447



## Sender's Copy

**4a Express Package Service** \* To meet locations.

**FedEx Priority Overnight** Next business morning.\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

**FedEx Standard Overnight** Next business afternoon.\* Saturday Delivery NOT available.

**FedEx First Overnight** Earliest next business morning delivery to select locations.\*

**FedEx 2Day** Second business day.\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

**FedEx Express Saver** Third business day.\* Saturday Delivery NOT available.

**4b Express Freight Service** \*\* To meet locations. CALL 1.800.332.0807

**FedEx 1Day Freight** Next business day.\*\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx 1Day Freight Booking No.

**FedEx 2Day Freight** Second business day.\*\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

**FedEx 3Day Freight** Third business day.\*\* Saturday Delivery NOT available.

**5 Packaging** \* Declared value limit \$500.

**FedEx Envelope\***  **FedEx Pak\*** Includes FedEx Small Pak and FedEx Large Pak.  **FedEx Box**  **FedEx Tube**  **Other**

**6 Special Handling and Delivery Signature Options**

**SATURDAY Delivery** NOT available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 3Day Freight.

**No Signature Required** Package may be left without obtaining a signature for delivery.

**Direct Signature** Someone at recipient's address may sign for delivery. Fee applies.

**Indirect Signature** If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only. Fee applies.

**Does this shipment contain dangerous goods?** One box must be checked.

No  Yes As per attached Shipper's Declaration.  Yes Shipper's Declaration not required.  Dry Ice Dry Ice, S, UN 1845 \_\_\_\_\_ x \_\_\_\_\_ kg

Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.  **Cargo Aircraft Only**

**7 Payment Bill to:** Enter FedEx Acct. No. or Credit Card No. below.

**Sender** Acct. No. in Section 1 will be billed.  **Recipient**  **Third Party**  **Credit Card**  **Cash/Check**

FedEx Acct. No. \_\_\_\_\_ Credit Card No. \_\_\_\_\_ Exp. Date \_\_\_\_\_

Total Packages 1 Total Weight 1 lbs. 0 oz. Total Declared Value\* 0

Your liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including some that limit our liability.

Rev. Date 2/10 • Part #18278 • ©1994-2010 FedEx • PRINTED IN U.S.A. SRS

PULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.

605

## Attachment for Paragraph 20

### Complaints

#### **Customer Complaints:**

In the normal course of business Applicant regularly receives notices of informal complaints filed by customers with governmental authorities in jurisdictions where it operates. These informal complaints are responded to and resolved on an ongoing basis.

Information concerning informal customer complaints for 2006-2010 is summarized below:

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
<b>Complaints by State</b>					
Texas	155	179	273	288	245
New York	0	0	0	1	7
Ohio	14	0	0	0	0
Pennsylvania	1	0	0	0	0
New Jersey	0	0	1	0	0
<b>Total</b>	<b>170</b>	<b>179</b>	<b>274</b>	<b>289</b>	<b>252</b>

For your reference, attached please find a copy of the most recently posted “Residential Retail Electric Provider Complaint Scorecard” published on the website of the Public Utility Commission of Texas at: [http://www.powertochoose.org/content/\\_complaint/index.aspx](http://www.powertochoose.org/content/_complaint/index.aspx).



## Residential Retail Electric Provider Complaint Scorecard

Complaint Rates for August 1, 2010 through January 31, 2011

Rank	Retail Electric Provider (REP)	Date Licensed	February 2011 Complaint	
			Score (fewer circles indicates lower complaint rate)	Score Last Month
1	<b>Liberty Power</b>	<b>January 21, 2003</b>	●○○○○	●○○○○
2	<b>OnPAC Energy (Pegasus Alliance Corp)</b>	<b>December 2, 2003</b>	●○○○○	●○○○○
3	<b>Kinetic Energy</b>	<b>April 16, 2007</b>	●○○○○	●○○○○
4	<b>Nueces Electric Coop</b>	<b>August 1, 2004</b>	●○○○○	●○○○○
5	<b>WTU Retail</b>	<b>May 30, 2001</b>	●○○○○	●○○○○
6	<b>Reliant Energy</b>	<b>January 5, 2001</b>	●○○○○	●○○○○
7	<b>CPL Retail Energy</b>	<b>May 13, 2001</b>	●○○○○	●○○○○
8	<b>Cirro Energy</b>	<b>October 30, 2001</b>	●○○○○	●●○○○
9	<b>Champion Energy</b>	<b>September 16, 2004</b>	●●○○○	●○○○○
10	<b>Texas Power</b>	<b>March 10, 2003</b>	●●○○○	●●○○○
11	<b>APNA Energy</b>	<b>August 21, 2006</b>	●●○○○	●●○○○
12	<b>Tara Energy</b>	<b>March 12, 2002</b>	●●○○○	●●○○○
13	<b>StarTex Power (Star Electricity)</b>	<b>August 23, 2004</b>	●●○○○	●●○○○
14	<b>Green Mountain Energy</b>	<b>January 29, 2001</b>	●●○○○	●●○○○
15	<b>Fulcrum Energy (Amigo)</b>	<b>January 30, 2004</b>	●●○○○	●●○○○
16	<b>Gexa Energy</b>	<b>August 2, 2001</b>	●●○○○	●●○○○
17	<b>TXU Energy</b>	<b>January 2, 2001</b>	●●○○○	●●○○○
18	<b>Spark Energy</b>	<b>April 22, 2002</b>	●●○○○	●●○○○
19	<b>Hudson Energy Services</b>	<b>September 14, 2004</b>	●●○○○	●●○○○
20	<b>Direct Energy</b>	<b>December 4, 2001</b>	●●○○○	●●○○○
21	<b>Simple Power (Chain Lakes Power, LLC)</b>	<b>October 22, 2007</b>	●●○○○	●●○○○
22	<b>Ambit Energy</b>	<b>October 28, 2005</b>	●●○○○	●●○○○
23	<b>Stream Energy</b>	<b>January 21, 2005</b>	●●○○○	●●○○○
24	<b>First Choice Power</b>	<b>January 16, 2001</b>	●●○○○	●●○○○
25	<b>Texpo Energy (Y.E.P/Southwest P&amp;L)</b>	<b>June 13, 2006</b>	●●○○○	●●○○○
26	<b>Andeler</b>	<b>July 8, 2002</b>	●●○○○	●●○○○
27	<b>Gateway Power</b>	<b>January 28, 2004</b>	●●○○○	●●○○○
28	<b>MX Energy</b>	<b>May 26, 2005</b>	●●○○○	●●○○○
29	<b>Just Energy</b>	<b>August 14, 2002</b>	●●○○○	●●○○○
30	<b>Bounce Energy</b>	<b>June 18, 2008</b>	●●○○○	●●○○○
31	<b>Affordable Power</b>	<b>April 25, 2005</b>	●●○○○	●●○○○
32	<b>Brilliant Energy</b>	<b>July 13, 2007</b>	●●○○○	●●○○○
33	<b>Dynowatt (Accent Energy)</b>	<b>January 15, 2004</b>	●●○○○	●●○○○
34	<b>Glacial</b>	<b>March 6, 2006</b>	●●○○○	●●○○○
35	<b>Frontier</b>	<b>October 8, 2008</b>	●●○○○	●●○○○
36	<b>Mega Energy</b>	<b>July 25, 2007</b>	●●○○○	●●○○○
37	<b>PenStar Power (formerly Freedom)</b>	<b>May 6, 2004</b>	●●○○○	●●○○○
38	<b>DPI Energy</b>	<b>October 27, 2006</b>	●●○○○	●●○○○

<b>LEGEND</b>	
●●●●●	Highest Complaint Rate
●●●●○	Higher than Average Rate of Complaints
●●●○○	Average Complaint Rate
●●○○○	Lower than Average Rate of Complaints
●○○○○	Lowest Complaint Rate

Disclaimer: REPs are scored into five groupings of approximately equal size based on a 6-month rolling average of complaint rates per 1,000 customer relative to other companies. Significant changes in the complaint score may occur from month-to-month for smaller REPs based on only a few complaints. This complaint scorecard should be viewed as only one measure of the customer service provided by REPs. Please note the complaint score is based on a rolling 6-month average of the total number of informal complaints investigated, irrespective of whether or not the company was determined to be at fault or adequately resolved the customer's complaint. In many cases, the PUC's informal complaint process adequately addresses the customer complaints with quick resolution by the REP. You may wish to also review other resources regarding a REP's customer service such as your local Better Business Bureau.

Listed below are all formal customer complaints filed by customers within the last five years:

- Formal Complaint of The Print Connection, Owner Willis Hamilton Against Green Mountain Energy Company. Public Utility Commission of Texas (Docket No. 32617). Dispute resolved by mutual agreement. Complaint dismissed with prejudice.
- Formal Complaint of Joel H. McGlasson, III Against Green Mountain Energy Company and CenterPoint Energy Houston Electric, LLC. Public Utility Commission of Texas (Docket No. 36111). Complaint dismissed for lack of jurisdiction.
- Customer Complaint - Lori Busch. Attorney General of Texas – Consumer Protection Division (Docket/Reference No. M207005). Filed March 20, 2006. Green Mountain Energy Company responded to customer and Attorney General’s office. No further action taken.
- Customer Complaint - Jose L. Alvarado. Attorney General of Texas – Consumer Protection Division (Docket/Reference No. M243897). Filed June 6, 2007. Green Mountain Energy Company responded to customer and Attorney General’s office. No further action taken.
- Customer Complaint - Alvaro Martinez. Attorney General of Texas – Consumer Protection Division (Docket/Reference No. M295645). Filed March 3, 2009. Green Mountain Energy Company responded to customer and Attorney General’s office. No further action taken.
- Customer Complaint - Jose Cavazos Jr.. Attorney General of Texas – Consumer Protection Division (Docket/Reference No. M349645). Filed August 31, 2010. Green Mountain Energy Company responded to customer and Attorney General’s office. No further action taken.

**Texas Public Utility Commission Audit:**

Agreed Notice of Violation and Settlement Agreement Relating to Green Mountain Energy Company’s Violation of PURA §§ 17.004 and 39.101 and P.U.C. Subst. R. 25.472, 25.473, 25.474, 25.475, 25.479 and 25.483, Concerning Customer Protection Rules for Retail Electric Service. Public Utility Commission of Texas (Docket No. 38740). Filed September 28, 2010. In 2009 and 2010, the Public Utility Commission of Texas (PUCT) began a program to perform compliance audits on all retail electric providers (REPs) in the Texas market. Green Mountain Energy Company’s audit was initiated in January 2010 and was concluded in November 2010 with a final order approving a settlement in which Green Mountain agreed to pay an administrative penalty of \$16,500 to resolve eight alleged rule violations. In terms of both the number of alleged violations and the amount of the agreed penalty, Green Mountain’s audit results are on the low end of the range for the 21 REP compliance audit settlements made public to date by the PUCT.

**Attachment for Section 451.50**

**Copy of Surety Bond**

License or Permit Bond

License or Permit Bond No 016040010  
Liberty Mutual Insurance Company  
175 Berkeley Street, Boston, MA 02116

COPY

KNOW ALL MEN BY THESE PRESENTS, That we, **Green Mountain Energy Co.** as Principal, and **Liberty Mutual Insurance Company**, a **Massachusetts**, Corporation, and authorized to do business in Illinois, as Surety, are held and firmly bound unto THE PEOPLE OF THE STATE OF ILLINOIS as Obligee, in the sum of **One Hundred Fifty THOUSAND AND NO/100 Dollars (\$150,000.00)**, for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business to operate as an ARES (Alternative Retail Electric Supplier) under 220 ILCS 5/16-115 and is required to execute this bond under 83 Illinois Administrative Code Part 451.50 by the Obligee.

NOW, Therefore, if the Principal fully and faithfully perform all duties and obligations of the Principal as an ARES, then this obligation to be void; otherwise to remain in full force and effect.

This bond may be terminated as to future acts of the Principal upon thirty (30) days written notice by the Surety; said notice to be sent to 527 East Capitol Avenue, Springfield, Illinois 62701, of the aforesaid State of Illinois, by certified mail.

Dated this 10th day of March, 2011

Green Mountain Energy Co. Principal

by: \_\_\_\_\_  
[name] [title]

Liberty Mutual Insurance Company Surety

by:   
Mark W. Edwards, II  
Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MARK W. EDWARDS II, RONALD B. GIADROSICH, JEFFREY M. WILSON, WILLIAM M. SMITH, EVONDIA H. WOESSNER, ROBERT R. FREEL, ALISA B. POUNDERS, ALL OF THE CITY OF BIRMINGHAM, STATE OF ALABAMA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWO HUNDRED FIFTY MILLION AND 00/100 DOLLARS (\$ 250,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 11th day of October 2010.

LIBERTY MUTUAL INSURANCE COMPANY



By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of October, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 10th day of March, 2011.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**Attachment for 451.220**

**Demonstration of Financial Criteria – 451-220(a)(3)**

Green Mountain Energy Company is a Member of PJM Interconnection (“PJM”).

Attached is a February 9, 2011 letter from PJM, stating that Green Mountain Energy Company has been a PJM Member since July 27, 1998 and signed the PJM Interconnection Reliability Assurance Agreement (“RAA”) on January 20, 2011.



PJM Interconnection  
Valley Forge Corporate Center  
955 Jefferson Avenue  
Norristown, PA 19403-2497

Audrey D. Williams  
Paralegal, Contract Administrator  
610.666.4651 | fax 610.666.8211  
willia@pjm.com

February 9, 2011

VIA EMAIL

Michelle Cutrer  
Green Mountain Energy Company  
300 West 6<sup>th</sup> Street  
9<sup>th</sup> Floor  
Austin, TX 78701

Dear Michelle:

Green Mountain Energy Company has been a PJM Member effective July 27, 1998 and is known on the PJM system by its short name of "GM", Org. ID 1,132.

Green Mountain Energy Company signed the PJM Reliability Assurance Agreement on January 20, 2011.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Audrey".

Audrey D. Williams

Paralegal / Contract Administrator

Green Mountain's original application for PJM Membership was submitted in 1998 by Green Mountain Energy Resources LLC. Green Mountain Energy Company is a successor in interest to Green Mountain Energy Resources LLC. Green Mountain Energy Resources LLC merged with and into Green Mountain Energy Company (formerly GreenMountain.com Company) pursuant to an Agreement and Plan of Merger filed with the Delaware Secretary of State on June 18, 1999, with Green Mountain Energy Company as the surviving entity.

Green Mountain Energy Company originally became a party to the RAA under its former name, GreenMountain.com Company.

The name of the company was changed from GreenMountain.com Company to Green Mountain Energy Company, pursuant to a Certificate of Amendment filed with Delaware Secretary of State on October 4, 2000.

Attached are copies of the following documents:

- a letter from PJM dated July 28, 1998, stating that Green Mountain Energy Resources LLC (now Green Mountain Energy Company) was accepted as a Member of PJM;
- Green Mountain's original Standard Form of Agreement to become a Member of PJM, executed by Green Mountain Energy Resources LLC in 1998;
- Schedule 17 of the RAA, indicating that GreenMountain.com Company (now Green Mountain Energy Company) is a signatory to the RAA;
- the filing with the Delaware Secretary of State showing the merger of Green Mountain Energy Resources LLC with and into GreenMountain.com Company; and
- the filing with the Delaware Secretary of State showing the name change from GreenMountain.com Company to Green Mountain Energy.



Phillip G. Harris  
President and Chief Executive Officer  
(610) 728-8803 • FAX (610) 728-4281

July 28, 1998

**Via Federal Express:**

David P. Boergers, Acting Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Room 1A  
Washington, D.C. 20426

RE: Pennsylvania-New Jersey-Maryland Interconnection,  
Docket Nos. OA97-261-000 and ER97-1082-000

Dear Acting Secretary Boergers:

Each of the following entities applied to become additional signatory to the Operating Agreement of the PJM Interconnection, L.L.C. ("Agreement"), by completing the Standard Form of Agreement to Become a Member of the Agreement, Schedule 9.03 of the Agreement, enclosed herewith:

**Enserch Energy Services, Inc.**  
**Green Mountain Energy Resources L.L.C.**  
**Rochester Gas & Electric Corporation**

The LLC Agreement was filed with the Commission on April 1, 1997 in the subject proceeding with a requested effective date of March 31, 1997 and approved by letter order of June 12, 1997.

On behalf of the Members of the LLC Agreement, and in accordance with the provisions of Section 8.6 of the LLC Agreement, I reviewed the Schedule 9.03 forms submitted by the aforementioned entities, executed these schedules, and accepted each of them as Members in the LLC. I am herewith tendering the aforementioned schedules to the Commission for filing.

I respectfully request that each of the aforementioned entities be accepted by the Commission for membership in the LLC effective on the day after receipt by FERC. In accordance with Section 8.6(e) of the LLC Agreement, the entities shall formally

*Service With Integrity*

July 28, 1998  
Page 2

become Members of the LLC on the date specified by FERC when accepting these forms for filing.

A Notice of Filing for use in the Federal Register and a diskette copy is enclosed.

Please datestamp one copy of this transmittal and return it in the enclosed Federal Express envelope.

Respectfully submitted,

PJM Interconnection, L.L.C.  
on behalf of the Members of the L.L.C.

By:   
Phillip G. Harris  
President and CEO

PGH/sjs

Enclosures

cc: All parties in Docket Nos. OA97-261-000 and ER97-1082-000

**STANDARD FORM OF AGREEMENT TO BECOME  
A MEMBER OF THE LLC**

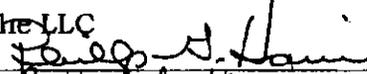
Any entity which wishes to become a signatory to the Agreement shall, pursuant to Section 11.6(c) thereof, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

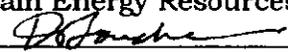
**Additional Member Agreement**

1. This Additional Member Agreement (the "Supplemental Agreement"), dated as of June 1, 1998, is entered into among Green Mountain and the President of the LLC acting on behalf of its Members.
2. Green Mountain has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Control Area is required to integrate Green Mountain's facilities, a copy of Attachment J from the Tariff marked to show changes in Control Area boundaries is attached hereto. Green Mountain agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
3. Green Mountain agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. Green Mountain hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:
 

Thomas C. Boucher  
Vice President Energy Supply & Business Development  
Green Mountain Energy Resources L.L.C.  
55 Green Mountain Drive  
P. O. Box 2206  
South Burlington VT 05407-2206
5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members and to file it with regulatory authorities having jurisdiction.
6. The Operating Agreement is hereby amended to include Green Mountain as a Member of the LLC thereto, effective as of June 1, 1998.

IN WITNESS WHEREOF, Green Mountain 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: Phillip G. Harris  
Title: President and CEO

Green Mountain Energy Resources L.L.C.  
By:   
Name: Thomas C. Boucher  
Title: Vice President Energy Supply &  
Business Development

## SCHEDULE 17

### PARTIES TO THE RELIABILITY ASSURANCE AGREEMENT

This Schedule sets forth the Parties to the Agreement:

Harrison REA Inc.  
City of New Martinsville  
City of Philippi  
Letterkenny Industrial Development Authority-PA  
Old Dominion Electric Cooperative  
Town of Front Royal  
Hagerstown  
Borough of Chambersburg  
Town of Williamsport  
Thurmont  
Allegheny Electric Cooperative, Inc.  
Allegheny Power  
AES New Energy, Inc.  
BP Energy Co.  
Commonwealth Edison Company  
Commonwealth Edison Company of Indiana  
Dayton Power & Light Company (The)  
American Municipal Power-Ohio, Inc.  
American Electric Power Service Corporation on behalf of its affiliates:  
    Appalachian Power Company  
    Columbus Southern Power Company  
    Indiana Michigan Power Company  
    Kentucky Power Company  
    Kingsport Power Company  
    Ohio Power Company  
    Wheeling Power Company  
Allegheny Energy Supply Company, L.L.C.  
Blue Ridge Power Agency, Inc.  
Central Virginia Electric Cooperative  
City of Dowogiac  
Hoosier Energy REC, Inc.  
Indiana Municipal Power Agency  
Ormet Primary Aluminum Corporation  
City of Sturgis  
Wabash Valley Power Association, Inc.  
Duquesne Light Company  
Virginia Electric and Power Company

ACN Energy, Inc.  
ABS Power Direct, L.L.C.  
Agway Energy Services-PA Inc.  
Allegheny Energy Supply Company, L.L.C.  
AllEnergy Marketing Company, L.L.C.  
Amerada Hess Corporation  
American Cooperative Services, Inc.  
American Energy Solutions, Inc.  
Atlantic City Electric Company  
Baltimore Gas and Electric Company  
BGE Home Products & Services, Inc.  
BP Energy Company  
Central Hudson Enterprise Corporation  
CMS Marketing Services and Trading Company  
Columbia Energy Power Marketing Corporation  
Commodore Gas and Electric, Inc.  
Commonwealth Energy Corporation dba electricAMERICA  
Con Edison Energy, Inc.  
Conectiv Energy Supply, Inc.  
Constellation Energy Source, Inc.  
Consolidated Edison Solutions, Inc.  
Delmarva Power & Light Company  
Dominion Retail, Inc.  
DTE Edison America, Inc.  
DTE Energy Market, Inc.  
DTE Energy Trading, Inc.  
Duke Energy Trading and Marketing, L.L.C.  
DukeSolutions, Inc.  
Easten Power Distribution Company  
ECONergy Energy Company, Inc.  
ECONergy PA, Inc.  
Edison Mission Marketing & Trading, Inc.  
Energy America, L.L.C.  
Energy East Solutions, Inc.  
Enron Energy Services, Inc.  
Enron Power Marketing, Inc.  
Exelon Energy Company  
FirstEnergy Corporation  
FirstEnergy Trading and Power Marketing Incorporated  
FirstEnergy Services Corp.  
GPU Advanced Resources  
→ GreenMountain.com Company  
HIS Power & Water, L.L.C.  
It's Electric & Gas, L.L.C.  
Jersey Central Power & Light Company

Keyspan Energy Services, Inc.  
Metropolitan Edison Company  
MIECO, Inc.  
NewEnergy, Inc.  
Niagara Mohawk Energy Marketing, Inc.  
NJR Natural Energy Company  
NRG New Jersey Energy Sales, L.L.C.  
NYSEG Solutions, Inc.  
Old Dominion Electric Cooperative  
PECO Energy Company  
Penn Power Energy, Inc.  
Pennsylvania Electric Company  
Pepeco Energy Services, Inc.  
Potomac Electric Power Company  
PPL Electric Utilities Corporation  
PPL EnergyPlus, L.L.C.  
PSEG Energy Resources & Trade, L.L.C  
PSEG Energy Technologies, Inc.  
Public Service Electric and Gas Company  
Reliant Energy Retail, Inc.  
Rhoads Energy Corporation  
Select Energy, Inc.  
Sempra Energy Solutions  
Sempra Energy Trading Corp.  
Shell Energy Services Company, L.L.C.  
Southern Company Retail Energy Marketing L.P.  
South Jersey Energy Company  
South Jersey Energy Solutions, L.L.C.  
Smart Energy.com, Inc.  
Statoil Energy Services, Inc.  
Strategic Energy Ltd.  
The Mack Services Group  
The New Power Company  
Total Gas & Electric, Inc.  
Total Gas & Electricity (PA), Inc.  
TXU Energy Trading Company d/b/a TXU Energy Services  
UGI Energy Services, Inc.  
UGI Utilities, Inc. - Electric Division  
Utilimax.com, Inc.  
Utility.com  
Washington Gas Energy Services, Inc.  
Williams Energy Market & Trading Company  
Woodruff Energy  
Worley & Obetz, Inc. d/b/a Advanced Energy

CERTIFICATE OF AMENDMENT  
OF  
AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
GREENMOUNTAIN.COM COMPANY

Pursuant to Section 242 of the General Corporation Law of the State of Delaware (the "DGCL"), GreenMountain.com Company, a Delaware corporation (the "Corporation"), does hereby certify:

1. That the Board of Directors of the Corporation adopted a resolution proposing and declaring advisable the following amendment to the Corporation's amended and restated certificate of incorporation:

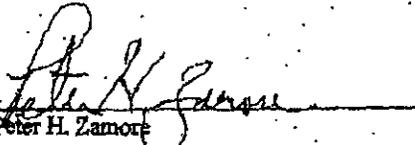
ARTICLE I of the Amended and Restated Certificate of Incorporation of the Corporation shall be amended to read in its entirety as follows:

"The name of the company is Green Mountain Energy Company (the "Company")."

2. That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the DGCL.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by Peter H. Zamore, its Secretary, this 3rd day of October, 2000, such certificate to be effective upon the filing thereof in the Office of the Secretary of State of the State of Delaware.

GREENMOUNTAIN.COM COMPANY

By:   
Peter H. Zamore  
Secretary

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated as of June 11, 1999, is made by and between Green Mountain Energy Resources L.L.C., a Delaware limited liability company (the "LLC"), and GreenMountain.com Company, a Delaware corporation (the "Corporation").

### RECITALS

A. In accordance with the LLC's limited liability company agreement, the management committee of the LLC has duly adopted a resolution approving this Agreement and the Merger, thereby satisfying the applicable approval requirements under Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA").

B. The board of directors of the Corporation has duly adopted a resolution approving this Agreement and declaring its advisability, thereby satisfying the applicable approval requirements under Section 264 and 251 of the Delaware General Corporation Law (the "DGCL").

C. No shares of stock of the Corporation were issued prior to the adoption by the board of directors of the Corporation of the resolution approving this Agreement and, accordingly, under Sections 264 and 251 of the DGCL no vote of stockholders of the Corporation is necessary to authorize the Merger.

### AGREEMENTS

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

#### I. The Merger

1.1 Merger. At the Effective Time (as defined below), the LLC shall be merged with and into the Corporation (the "Merger") in accordance with the applicable provisions of the DLLCA and the DGCL, and separate existence of the LLC will thereupon cease. The Corporation shall be the surviving entity in the Merger (as such, the "Surviving Entity"). The Merger shall have the effects specified in the DLLCA and the DGCL.

1.2 Effective Time. The LLC and the Corporation shall cause this Agreement to be filed with the Secretary of State of the State of Delaware in accordance with Section 18-209 of the DLLCA and Sections 251 and 264 of the DGCL at such time as they shall mutually agree. Upon the completion of the filing, the Merger shall become effective in accordance with the DLLCA and the DGCL. The time and date on which the Merger becomes effective is herein referred to as the "Effective Time."

1.3 Governing Documents of the Surviving Entity. (a) At the Effective Time, the certificate of incorporation of the Corporation as in effect immediately prior to the Effective Time shall be amended and restated in its entirety to read as set forth in Exhibit A hereto. The certificate of incorporation, as so amended and restated, shall be the certificate of incorporation of the Surviving Entity from and after the Effective Time until amended in accordance with its terms and the DGCL.

(b) The bylaws of the Corporation as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Entity from and after the Effective Time until amended in accordance with their terms and the DGCL.

1.4 Directors and Officers of the Surviving Entity. (a) The members of the board of directors of the Corporation immediately prior to the Effective Time shall be the members of the board of directors of the Surviving Entity and shall continue to serve as members of the board of directors of the Surviving Entity until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the certificate of incorporation or bylaws of the Surviving Entity.

(b) The officers of the Corporation immediately prior to the Effective Time shall be the officers of the Surviving Entity and shall continue to serve as officers of the Surviving Entity until their respective successors have been appointed and qualified or until their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Entity.

## II. Effect of Merger on Securities

2.1 Conversion of Units. At the Effective Time, each common unit in the LLC (each, a "Unit") outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive 3.0 shares of fully paid and nonassessable common stock, par value \$0.01 per share, of the Corporation ("Common Stock") upon surrender of the certificate formerly representing such Unit in accordance with this Agreement.

2.2 Options to Purchase Units. At the Effective Time, each then-outstanding option to purchase Units (each, an "Option"), whether or not then exercisable or fully vested, shall be assumed by the Corporation and shall constitute an option to acquire, on substantially the same terms and subject to substantially the same conditions as were applicable under such Option immediately prior to the Effective Time, the number of shares of Common Stock determined by multiplying the number of Units subject to such Option immediately prior to the Effective Time by 3.0 (the "Conversion Factor"), at an exercise price per share of Common Stock (rounded to the nearest whole cent) equal to the exercise price per Unit of Units subject to such Option divided by the Conversion Factor.

2.3 Warrants to Purchase Units. From and after the Effective Time, the holder of any warrant to purchase Units outstanding at the Effective Time (each, a "Warrant") shall have the right until the expiration date thereof to exercise such Warrant for the number of shares of

Common Stock receivable pursuant to Section 2.1 hereof by a holder of the number of Units for which such Warrant might have been exercised immediately prior to the Effective Time.

2.4 No Shares of the Corporation Outstanding. There will be no shares of stock of the Corporation outstanding immediately prior to the Effective Time.

### III. Exchange of Certificates

3.1 Letters of Transmittal; Surrender of Certificates. The Corporation shall provide to each holder of record of a certificate or certificates that, immediately prior to the Effective Time, evidenced outstanding Units (the "Certificates") a form of letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Corporation, and shall be in such form and have such other provisions as the Corporation may specify), together with related instructions; for use in effecting the surrender of the Certificates in exchange for shares of Common Stock as contemplated by Section 2.1 hereof. Upon surrender of a Certificate for cancellation to the Corporation (or an exchange agent designated by the Corporation), together with a duly executed letter of transmittal and such other customary documents as may be required pursuant to such instructions, the holder of such Certificate shall be entitled to receive in exchange therefor a certificate representing the number of shares of Common Stock that the aggregate number of Units previously represented by such Certificate shall have been converted into the right to receive pursuant to Section 2.1 hereof, and the Certificate so surrendered shall forthwith be canceled.

3.2 Cancellation of Units; No Further Rights. As of the Effective Time, all Units issued and outstanding immediately prior to the Effective Time shall cease to be outstanding, shall automatically be canceled and shall cease to exist, and each holder of a Certificate theretofore representing any such Units shall cease to have any rights with respect thereto, except the right to receive shares of Common Stock upon surrender of such Certificate in accordance with Section 3.1 hereof, and until so surrendered, each such Certificate shall represent for all purposes only the right to receive shares of Common Stock as provided in this Agreement. The shares of Common Stock delivered upon the surrender for exchange of Certificates in accordance with the terms of this Article III shall be deemed to have been delivered in full satisfaction of all rights pertaining to the Units theretofore represented by such Certificates.

3.3 Distributions with Respect to Unexchanged Units. No dividends or other distributions with respect to Common Stock with a record date after the Effective Time shall be paid to the holder of any unsurrendered Certificate with respect to the shares of Common Stock issuable upon the surrender of such Certificate pursuant to Section 3.1 until the surrender of such Certificate pursuant to Section 3.1. Subject to the effect of applicable escheat or similar laws, following the surrender of any such Certificate pursuant to Section 3.1 there shall be paid to the holder of the certificate representing the shares of Common Stock issued in exchange therefor, without interest, (a) at the time of such surrender, the amount of dividends or other distributions with respect to such shares of Common Stock with a record date after the Effective Time that would have been paid with respect to such shares of Common Stock had those shares been issued and outstanding as of such record date, and (b) at the appropriate payment date, the amount of dividends or other distributions with respect to such shares of Common Stock with a record date

after the Effective Time but prior to such surrender and with a payment date subsequent to such surrender that would have been payable with respect to such shares of Common Stock had those shares been issued and outstanding as of such record date.

#### IV. Miscellaneous

4.1 Termination. This Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the LLC and the Corporation, notwithstanding any prior approvals.

4.2 Registration Rights Agreement. At or prior to the Effective Time, the Corporation shall execute a Registration Rights Agreement in such form as the Corporation may determine, pursuant to which each holder of record of Certificates, upon such holder's surrender thereof in accordance with Section 3.1, shall be entitled to "piggyback" registration rights with respect to Common Stock.

4.3 Tax Treatment. The Merger is intended to constitute an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended.

4.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect thereto.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

4.6 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

GREEN MOUNTAIN ENERGY  
RESOURCES L.L.C.

By: M. David White  
M. David White  
Chief Executive Officer

GREENMOUNTAIN.COM COMPANY

By: M. David White  
M. David White  
Chief Executive Officer

Also attached is an Affidavit with respect to Applicant's purchase of 10% of its physical electric energy from PJM for delivery to the service territories of the utilities for which Applicant seeks a certificate of service authority.

Attachment for Section 451.230

Green Mountain Energy Company (“Green Mountain”) has the following individual(s) on staff with two years experience buying and selling power and energy in wholesale markets, and six months of scheduling experience working for an entity that is either a member of PJM or a market participant in the Midwest ISO:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Green Mountain and NRG Power Marketing LLC are both wholly-owned subsidiaries of NRG Energy, Inc. Both are members of PJM. In addition to its own staff, Green Mountain will also rely on the technical capabilities of other wholly-owned affiliates of NRG Energy, Inc.

The following individuals will be the principal employees of wholly-owned affiliates of NRG Energy, Inc. responsible for obtaining and arranging for the wholesale electric supply for Green Mountain. These individuals have at least two years experience buying and selling power and energy in wholesale markets, and six months of scheduling experience working for an entity that is a member of PJM:





## Attachment for Section 451.240

Applicant uses the following individuals to meet the requirements of Section 451.240. Each of these individuals holds a management position with the Applicant and has more than four years experience with enterprise financial and administration responsibilities, including profit and loss responsibilities. A description of the relevant occupational experience for such individuals is provided below.

### **Paul Thomas, Chief Executive Officer and President**

Paul Thomas joined Green Mountain Energy Company in May of 2000 as Chief Operating Officer and became Chief Executive Officer (CEO) and president in January of 2002.

Under Paul's leadership, Green Mountain Energy Company (Green Mountain) has become one of the nations' leading providers of cleaner energy and carbon offset products. The company has moved beyond its roots as a residential retail electricity provider by expanding its offerings to include commercial retail electricity, industry leading green marketing partnerships with utilities in regulated states, and a portfolio of carbon reduction services for commercial and institutional sector clients looking to improve their environmental position. Since joining Green Mountain, Paul has had profit and loss responsibilities for Green Mountain since joining the company.

Paul has over 30 years experience in executive and managerial leadership in global energy markets. Prior to joining Green Mountain, Paul was the President of a major North American energy marketing and trading business in the US, where he managed a portfolio of natural gas and electricity businesses. Paul previously managed a U.S. crude supply and trading business with responsibilities that included resourcing for a 1 million barrel per day refinery system, as well as crude oil marketing for a U.S. major.

Paul graduated Magna Cum Laude from the University of Michigan in 1977 with Bachelors' degrees in Chemical Engineering and Metallurgical Engineering. He also earned a Masters of Business Administration from the University of Chicago in 1989, and a Juris Doctor degree from Chicago-Kent College of Law in 1982.

### **Scott B. Hart, President of Commercial Services**

Scott Hart's career has been one of leading innovation in the energy industry. Having spent more than 20 years working in the retail energy / utility industry, Scott has extensive executive experience managing both retail energy supply and energy demand-side business operations.

Before joining Green Mountain Energy Company in 2004, Scott had worked for some of the largest energy / utility companies in the world. Starting his career at Enserch / Lone Star Gas and later moving to TXU Energy where he was one of the original executive members of the new TXU Energy retail unit. While at TXU, Scott served in a variety of executive positions where his last assignment was Vice President of Strategy national Commercial and Industrial market. With the deregulation of the Texas electricity market Scott left TXU Energy to start Texas Commercial Energy which was a one of the first start-up Retail Electricity Providers in the state

of Texas. Scott joined Green Mountain Energy in 2004 as President of the newly created Commercial Services division. Scott has had profit and loss responsibilities for the Commercial Services division since joining the company.

Scott Hart received a Masters of Business Administration from Baylor University and a Bachelor of Science from Tarleton State University.

**Mark E. McShane, Senior Vice President, Supply**

Mark McShane joined Green Mountain Energy Company March 1, 2011, as Senior Vice President, Supply. Prior to joining Green Mountain, Mark was with NRG Energy and Reliant Energy for 20 years, serving in multiple capacities and responsibility levels in the areas of power planning, dispatch, portfolio development, risk management and supply execution. From 2009 through February 2011, Mark served as Director, Retail Supply. In this role, Mark was responsible for long-term portfolio development and operational hedging for the retail supply portfolio in the ERCOT market, with profit and loss responsibilities. From 2006 to 2009, Mark served as Vice President, ERCOT Energy Supply and was responsible for commercial performance including scheduling operations, supply execution, load forecasting, portfolio development and origination, with profit and loss responsibilities. From 2001 to 2006, Mark served as Director, Energy Supply and was responsible for day-ahead and real-time execution of the supply portfolio, including scheduling, cash trading and portfolio optimization. From 1996 to 2001, Mark served as Manager, Long-Term Planning and was responsible for ensuring that adequate resources were available for long-term and short-term planning horizon to meet retail demand and support joint dispatch operations. From 1990 to 1996, Mark served as an Energy Management System Engineer, directing a project team in the design, development and implementation of software applications to support transmission and generation dispatch.

Mark McShane received a Bachelor of Science in Electrical Engineering from the University of Texas in Austin.

In addition to the individuals listed above, the Applicant's managerial capabilities that will be used to serve customers in the State of Illinois includes the following individuals:

**Robert Thomas, Chief Legal Officer**

Robert P. Thomas joined Green Mountain Energy Company in January 2001 as vice president, general counsel and secretary and was appointed Chief Legal Officer in May 2003. Bob has over 25 years of domestic and international legal experience. He manages the company's legal, regulatory and governmental affairs, information technology, and human resources functions. Bob served as the Independent Retail Electric Providers Segment representative on the Board of Directors of the Electric Reliability Council of Texas during 2008 and 2009.

From 1988 to 2000, Bob held a variety of legal positions with Chiquita Brands International, Inc. in Cincinnati, Ohio. At Chiquita, Bob handled acquisitions, divestitures, joint ventures, and financings in the U.S., Europe and Latin America and had responsibility for domestic and international litigation and arbitration matters. He also provided antitrust counseling for