

217. Legals

NOTICE

Please take notice that **Park Power, LLC** has filed an Application with the Illinois Commerce Commission ("ICC"), seeking a Certificate of Service Authority as an Alternative Retail Electricity Supplier in the service territory of Commonwealth Edison. The Application was filed pursuant to Section 16-115 of the Public Utilities Act (220 ILCS/16-115) and 83 Ill. Adm. Code 451.

Questions regarding **Park Power LLC's** Application can be addressed to **Park Power, LLC's** attorney at the address listed below.

By and through
Counsel:

Michael A. Guin, Esq.
Stevens & Lee, P.C.
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Tel: 717-255-7365
Fax 610-988-0852
Attorney for Park
Power, LLC

5/26/2014

BREEZE PRINTING COMPANY

A Corporation organized and existing under and by virtue of the laws of the State of Illinois does HEREBY CERTIFY, that it is the publisher

OF THE

Breeze-Courier

That said BREEZE-COURIER is a secular newspaper and has been published daily in the City of Taylorville, County of Christian and State of Illinois, continuously for more than six months prior to, on and since the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said County and State.

That a notice, of which the annexed printed slip is a true copy, was published 1 times in said Breeze-Courier namely once each week for 1 successive weeks, and that the first publication of said notice as aforesaid was made in said newspaper dated and published on the 26 day of May, A.D. 2014 and the last publication thereof was made in said newspaper dated and published on the 26 day of May, A.D. 2014

IN WITNESS WHEREOF, the undersigned, the said BREEZE PRINTING COMPANY has caused this certificate to be signed by MARYLEE COOPER RASAR, its President, this 26 day of May, A.D. 2014

BREEZE PRINTING COMPANY

By Marylee Rasar, President.

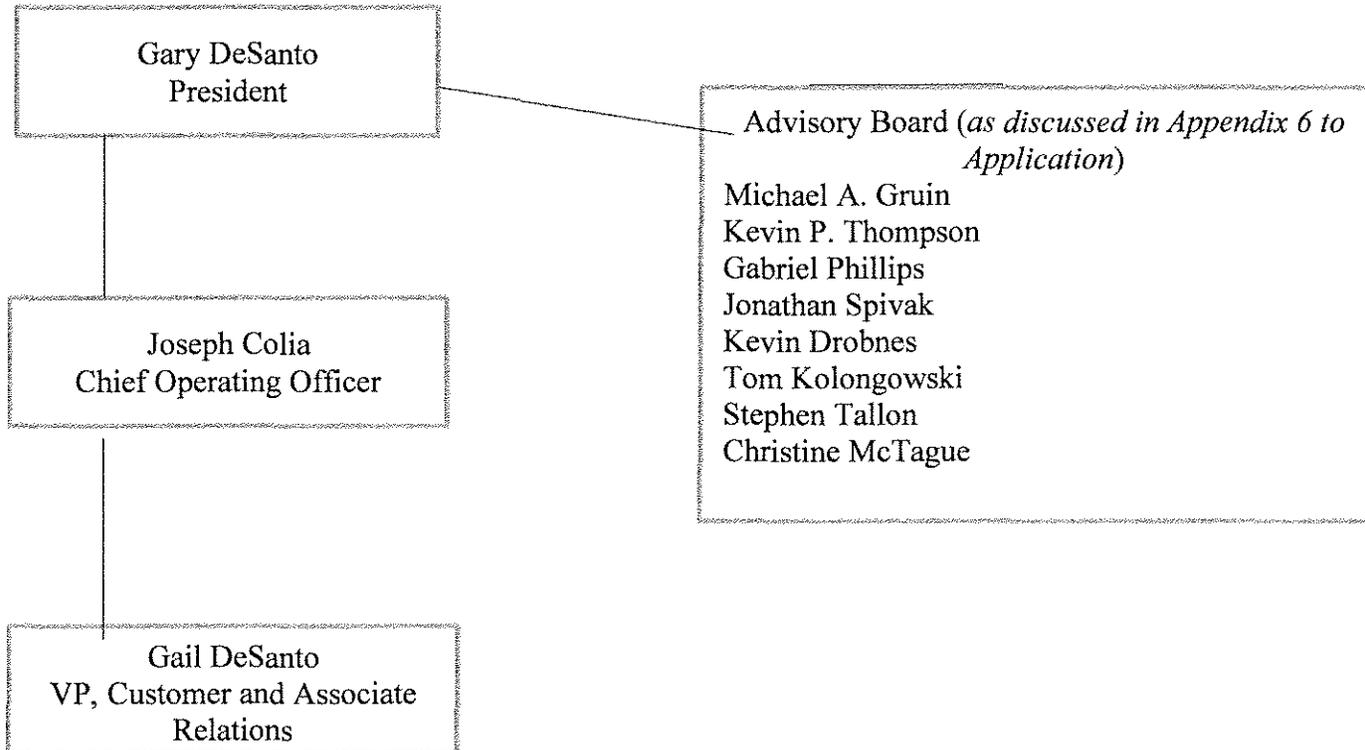
(Publication Fee \$ 8.20)

PARK POWER, LLC ORGANIZATIONAL CHART

Park Power LLC is a Pennsylvania Limited Liability Company. The ownership structure is as follows:

Gary DeSanto- 37.5%
Gail Desanto- 37.5%
Dean Pagano- 20.0%
Joseph Colia- 5.0%

Park Power's internal organizational chart is reflected below:



SPECIAL SERVICES AGREEMENT

This SPECIAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 1st day of September, 2012 (the "Effective Date") by and between GP Renewables & Trading, LLC ("GP") with offices at 123 Morningside Dr. S., Westport, CT 06880 and Park Power LLC ("Client") with offices at 150 N. Radnor Chester Road, Suite A130, Radnor, PA 19087

Whereas Client desires to contract for special services and expertise in accordance with the terms of this Agreement; and

Whereas GP is willing to provide such services and expertise to Client in accordance with the terms of this Agreement; and

Whereas Both Parties desire to enter into a mutually beneficial agreement,

Now, therefore, for and in consideration of the mutual benefits accruing to each, Client and GP (herein referred to as Party or Parties) agree to the following:

1. **SPECIAL SERVICES:** Client hereby retains GP to perform the Special Services on an as needed basis. Services shall be performed pursuant to a signed Exhibit A, Description of Special Services attached hereto. Exhibit A shall specify the services and any special conditions to be rendered and rates for services rendered to Client.

2. **COMPENSATION AND PAYMENT:**

In return for the performance of the obligations of GP hereunder, Client agrees to pay undisputed fees to, and GP agrees to accept, as full and complete compensation for the performance of the Special Services, the compensation set forth on the applicable Exhibit A, within ten (10) days of the date of each timely and accurate invoice, in accordance with this Agreement. Said Exhibit A shall include all rates, costs, and expenses to be incurred by Client including terms for billing and payment. Disputed payments shall be submitted by Client either promptly upon resolution of the dispute (and receipt of a corrected invoice if appropriate) or within thirty (30) days of receipt of the original invoice, whichever is earlier. Any un-disputed invoice that remains outstanding 30 days after the date of the invoice will incur a 1.5% per month late fee until paid in full. The Special Services shall be performed in a timely and competent manner, and to GP's reasonable satisfaction.

3. **RELATIONSHIP:** GP is an independent consultant and not an agent, employee or representative of Client. GP shall have no right to act for or on behalf of or to bind Client unless expressly agreed to in writing by both parties. GP retains the sole and exclusive right to direct and control the manner or means in which the Special Services are performed. GP represents that all personnel to be provided are employees, agents, consultants, or subcontractors of GP, and are qualified personnel conforming to generally accepted industry standards. GP is responsible for all withholding taxes, unemployment taxes, and any other taxes as required by law.



GP



CLIENT

4. **OWNERSHIP OF WORK PRODUCT:** For the avoidance of doubt, GP shall be the sole owner of all right, title and interest in and to any documentation or work product created by GP in connection with its performance of the Special Services and its other obligations hereunder.
5. **INDEMNITY:** Both Parties hereby indemnify and hold harmless the other Party from all liability, damage, costs, and expense (including legal fees of third parties or of each Party), which either Party incurs with respect to claims of third parties resulting from the Consulting Services or Work Product, provided hereunder. This indemnity includes defects in the Special Services and claims of infringement or violation of rights of third parties. Either Party shall give the other Party notice of any such claim and shall reasonably cooperate with the other Party into the defense thereof. Client fully recognizes that GP will be providing advice on areas of Client's business where Client has business risk, and Client understands the potential risk with acting on such advice.
6. **CONFIDENTIALITY:** Each Party shall, at all times, hold in strictest confidence all trade secrets, business information, proprietary data, and intellectual property of the other and shall not use or disclose same in any fashion, except for the performance of this Agreement and the utilization by Client of the Special Services in the normal course of its business. Neither Party shall disclose to anyone not employed or designated for use by the other any confidential information acquired in the performance of the Special Services except as authorized in writing by the other.
7. **TERM:** The Term of this Agreement is twelve (12) months. Either party may terminate this Agreement upon ninety (90) days prior written notice after the three (3) months. For the avoidance of doubt, under no circumstances will this Term, including renewals, be less than six (6) months.
8. **ASSIGNMENT:** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment without the required consent shall be void.
9. **CONFLICT OF INTEREST:** Client and GP hereby warrant there is no conflict of interest between either Party's other arrangements and the activities to be performed under this Agreement. Both Parties shall use their best efforts to advise each other if a conflict of interest arises during the term of this Agreement.
10. **GENERAL PROVISIONS:**
 - (a) This Agreement shall in all respects be construed according to the laws of the State of New York. Exclusive venue of any legal proceeding arising from this Agreement shall lie in New York County, New York.



GP



CLIENT

(b) This Agreement contains the entire understanding of the Parties. Neither this Agreement, nor any of its provisions or Exhibits, may be terminated, waived, or released, modified or amended except in writing. Waiver by either Party of its rights under this Agreement with respect to any default by the other Party shall not be deemed to be a waiver by such Party of its rights with respect to any other default. All notices and communications should be sent to the parties at the addresses set forth herein.

NOTICES:

IF TO GP:
GP Renewables & Trading, LLC
123 Morningside Dr. S.
Westport, CT 06880
203-216-8081 (phone)
(203) 295-3794 (fax)

IF TO CLIENT:
Park Power LLC
150 N. Radnor Chester Road Suite A130
Radnor, PA 19087
610-254-1000(phone)
610-971-4895(fax)

Agreed to and Accepted by:



GP RENEWABLES & TRADING, LLC

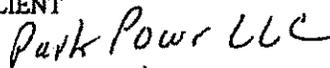
Gabriel Phillips

By:

CEO

Its:

CLIENT



By: GARY DeSanto

MANAGING MEMBER

Its:

EXHIBIT A

Proposed Scope of Services (Deliverables)

Front Office

Data Integration and Customer Count Tracking

- Develop Customer Counts Matrix utilizing Customer billing system data to create Customer projections for integration into proprietary load forecasting process,

Load Forecasting and scheduling

- Enter daily Fixed Demand Bids at the Demand Portfolio defined price location in an effort to minimize hourly absolute value deviations from the Day Ahead schedule and reduce costs

Historical Cost Analysis

- Provide historical energy, capacity and ancillary services costs for use in forecasting future headroom calculations

ISDA Negotiation and Bilateral Transaction Management

- Provide support in credit negotiations for bilateral energy transactions with a network of wholesale energy suppliers

Hedging and Portfolio Management

- Make financial and physical hedging recommendations utilizing the wholesale electricity futures and swap markets.
- Develop an approach to manage exposure to wholesale electricity markets utilizing risk-reducing transactions in all available hedging products

Middle Office

Trading Control Services

- Position definition for both fixed and variable rate portfolios
- Forward headroom analysis for fixed and variable rate portfolios
- Provide daily mark to market value of hedges and load portfolios and provide monthly P&L estimates
- Assist in development of risk management and pricing strategies for each portfolio

Back Office

ISO Settlement Services

- Validation of imbalance energy positions and market charge types as related to tariff and market rates, penalty charges, payments, other charges and settlements
- Dispute resolution of invalid charges with ISO contacts
- Reconcile monthly billing settlements and provide monthly shadow settlement upon request

Renewable Energy Services

REC Portfolio Management

- Act as agent for the Client for all REC transactions

Compliance Reporting

- Assist with all RPS reporting to the applicable state agencies and through PJM GATS and NEPOOL GIS

Merger & Acquisition Services

- Valuation of customer book by state
- Market analysis of similar m&a transactions
- State & Utility transitional operational support
- Solicitation of offers
- Analysis of offers including pricing, terms, conditions, and contingencies

Daily Reporting

Daily Emailed Reports

- Daily Expected Generation Outage Changes
- NRC Daily report
- Daily Day-Ahead and Real time prices
- Daily Forecast Performance report
- Customer Count Matrix
- Forward Cost Curves
- Exposure Breakdown report
- Day-Ahead Bid Cost report
- RPS Position

Rate Schedule

Set-Up & License Fees (applicable until customers are receiving electricity from Client):

- \$3900/Month Per Utility *per state*

Base Monthly Fee:

- \$4900 per month for service related to the first 1 utility and then \$4500 per month for each additional utility

Mergers and Acquisition Services Commission Fee:

- 2.5% commission of notional value of any Purchase and Sale contract related to any asset purchases or sales of related businesses in which GP's advisory services are employed and an additional 2.5% commission of said notional value if the counterparty to such Purchase and Sale contract was introduced by GP subject to a maximum commission of \$500,000

Agreed to and Accepted by:

GP Renewables & Trading, LLC

By: *Daniel Phillips*

Its: CEO

Date: 8/28/2012

Client *Park Power LLC*

By: *Don [Signature] GARY DeLute*

Its: MANAGING member

Date: 8/28/12