

ATTACHMENT I



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JULY 01, 2016

0552673-6

ILLINOIS CORPORATION SERVICE C  
801 ADLAI STEVENSON DRIVE  
SPRINGFIELD, IL 62703-4261

RE TENASKA POWER MANAGEMENT, LLC

DEAR SIR OR MADAM:

IT HAS BEEN OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. ENCLOSED PLEASE FIND THE APPROVED APPLICATION FOR ADMISSION.

PLEASE NOTE! THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT PRIOR TO THE FIRST DAY OF THIS MONTH OF QUALIFICATION NEXT YEAR. FAILURE TO TIMELY FILE WILL RESULT IN A \$300 PENALTY AND/OR REVOCATION. A PRE-PRINTED ANNUAL REPORT WILL BE MAILED TO THE REGISTERED AGENT AT THE ADDRESS ON OUR RECORDS APPROXIMATELY 45 DAYS BEFORE THE DUE DATE.

MANY OF OUR SERVICES ARE AVAILABLE AT OUR CONTINUOUSLY UPDATED WEBSITE. VISIT [WWW.CYBERDRIVEILLINOIS.COM](http://WWW.CYBERDRIVEILLINOIS.COM) TO VIEW THE STATUS OF THIS COMPANY, PURCHASE A CERTIFICATE OF GOOD STANDING, OR EVEN FILE THE ANNUAL REPORT REFERRED TO IN THE EARLIER PARAGRAPH.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
LIMITED LIABILITY DIVISION  
(217) 524-8008

Form **LLC-45.5**  
May 2012

Secretary of State  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-624-8008  
www.cyberdriveillinois.com

Illinois  
Limited Liability Company Act  
Application for Admission to  
Transact Business

FILE #

This space for use by Secretary of State.

**FILED**  
**JUL 01 2016**  
**JESSE WHITE**  
**SECRETARY OF STATE**

~~Submit in triplicate~~  
Type or Print Clearly.

This space for use by Secretary of State.

Payment must be made by certified check, cashier's check, Illinois attorney's check, C.P.A.'s check, or money order payable to Secretary of State.

Filing Fee: \$500

Penalty: \$

Approved: JB

1. Limited Liability Company Name: Tenaska Power Management, LLC

2. Assumed Name: \_\_\_\_\_  
(This item is only applicable if the company name in item 1 is not available for use in Illinois, in which case form LLC 1.20 must be completed and submitted with this application.)

3. Jurisdiction of Organization: Delaware

4. Date of Organization: August 30, 2011

5. Period of Duration: Perpetual  
(Enter Perpetual unless there is a Date of Dissolution provided in the agreement, in which case enter that date.)

6. Address of the Principal Place of Business: (P.O. Box alone or a/o is unacceptable.)

<u>14302</u>	<u>FNB Parkway</u>	
Number	Street	Suite #
<u>Omaha</u>	<u>NE</u>	<u>68154</u>
City	State	ZIP Code

7. Registered Agent: Illinois Corporation Service Company

	First Name	Middle Name	Last Name
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Registered Office: 801 Adlai Stevenson Drive

	Number	Street	Suite #
	<u>Springfield</u>	<u>IL</u>	<u>62703</u>
(P.O. Box alone or a/o is unacceptable.)	City	State	Zip Code

Note: The registered agent must reside in Illinois. If the agent is a business entity, it must be authorized to act as agent in this state.

8. If applicable, Date on which Company first conducted business in Illinois: Upon filing

(continued on back)

LLC-45.5

9. Purpose(s) for which the Company is Organized and Proposes to Conduct Business in Illinois: The transaction of any or all lawful business for which Limited Liability Companies may be organized under the Delaware LLC Act and permitted under the Illinois Limited Liability Company Act

10. The Limited Liability Company: (check one)

a.  Is managed by the manager(s) (List names and addresses.)

Howard L. Hawks, 14302 FNB Parkway, Omaha, NE 68154

Thomas E. Hendricks, 14302 FNB Parkway, Omaha, NE 68154

Ronald N. Quinn, 14302 FNB Parkway, Omaha, NE 68154

Jerry K. Crouse, 14302 FNB Parkway, Omaha, NE 68154

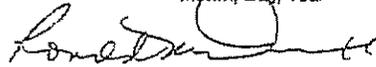
b.  has management vested in the member(s) (List names and addresses.)

11. The Illinois Secretary of State is hereby appointed the agent of the Limited Liability Company for service of process under circumstances set forth in subsection (b) of Section 1-50 of the Illinois Limited Liability Company Act.

12. This application is accompanied by a Certificate of Good Standing or Existence, duly authenticated within the last 60 days, by the officer of the state or country wherein the LLC is formed.

13. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated: 07/07/2016  
Month, Day, Year



Signature

RONALD N. QUINN

MANAGER

Name and Title (type or print)

If applicant is signing for a Company or other Entity, state Name of Company and indicate whether it is a member or manager of the LLC.

***TENASKA<sup>®</sup> POWER  
MANAGEMENT, LLC***

1701 E. Lamar Boulevard, Suite 100  
Arlington, Texas 76006 USA  
817-462-1521  
FAX: 817-462-1035

August 16, 2016

*Sent via Fax: (312) 394-5433 and Email: [thomas.oneill@comed.com](mailto:thomas.oneill@comed.com)*

Thomas S. O'Neill,  
Sr. Vice President & General Counsel  
Commonwealth Edison Company  
440 S. LaSalle St., Ste. 3300  
Chicago, IL 60605

**Re: Notice of Intent to Serve Electricity in Commonwealth Edison Service Territory**

Dear Mr. O'Neill,

This letter serves as a notice that Tenaska Power Management, LLC ("TPM") intends to serve electricity in the ComEd Territory in Illinois as an Alternative Retail Electric Supplier. TPM has filed an application with the Illinois Commerce Commission, and if the application is granted, plans to serve commercial and industrial customers.

If you have any questions, please do not hesitate to contact the undersigned at (817) 303-1860 or by email at [chodnett@tnsk.com](mailto:chodnett@tnsk.com).

Sincerely,



Christa Hodnett  
Manager, Contract Administration

ATTACHMENT III

License or Permit Bond

License or Permit Bond No **800001604**  
**Atlantic Specialty Insurance Company**  
**605 Highway 169 North, Suite 800**  
**Plymouth, MN 55441**

KNOW ALL MEN BY THESE PRESENTS, That we, **Tenaska Power Management, LLC** as Principal, and **Atlantic Specialty Insurance Company**, a **New York** 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.

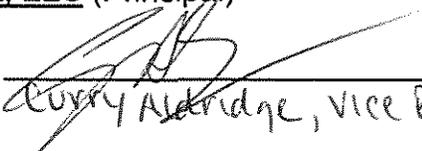
THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business to operate as an ARES (Alternative Retail Electric Supplier) under 220 ILCS 5/16-115 and is required to execute this bond under 83 Illinois Administrative Code 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 **1st** day of **August, 2016**

**Tenaska Power Management, LLC** (Principal)

By:   
Curry Aldridge, Vice President

**Atlantic Specialty Insurance Company** (Surety)

By:   
Frank Kinnett, Attorney-in-Fact (IL License #1727357)

**Principal Acknowledgment**

State of Texas

County of Tarrant

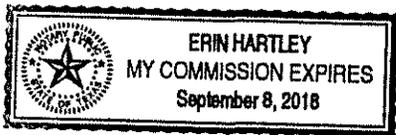
On this 2 day of August, 2016, before me Erin Hartley,  
a Notary Public in and for said County, personally appeared Curry Aldridge,  
personally known to me or proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which  
the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day  
and year last above written.

My Commission Expires:

September 8, 2018

Erin Hartley  
(Notary Signature)



Erin Hartley, Notary Public  
(Notary Printed Name)

## Surety Acknowledgment

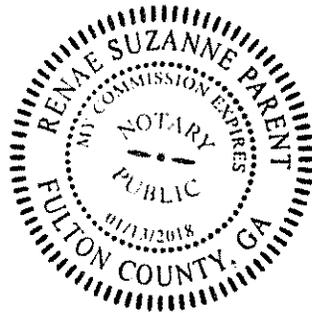
State of Georgia

County of Fulton

On this 1st day of August, 2016, before me Renaë Suzanne Parent, a Notary Public in and for said County, personally appeared Frank Kinnett, personally known to me, who being by me duly sworn did say that he is the aforesaid Attorney-in-Fact of the Atlantic Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of New York, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Commission Expires:  
January 13<sup>th</sup>, 2018



Renaë Suzanne Parent  
Renaë Suzanne Parent, Notary Public



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Frank Kinnett, John E. Genet, Mark Andrew Carr, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

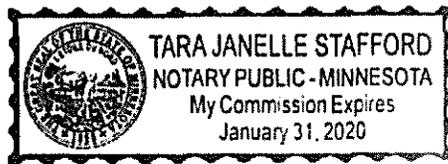
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.



By Paul J. Brehm  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Tara Janelle Stafford  
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 1st day of August, 2016.

This Power of Attorney expires  
October 1, 2017



James G. Jordan  
James G. Jordan, Assistant Secretary

ATTACHMENT IV

Application for Membership  
Between  
PJM Interconnection, L.L.C.  
and

Tenaska Power Management, LLC

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

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

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

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

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

Applicant:



Signature: Kevin R. Smith

Name: Kevin R. Smith

Title: President

Date: 7/13/16

PJM Interconnection, L.L.C.

Signature: Erin L. Scheist

Name: Erin L. Scheist

Title: Manager, Stakeholder Relations

Date: 7/25/16

**SCHEDULE 4**

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

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

**Additional Member Agreement**

1. This Additional Member Agreement (the 'Supplemental Agreement'), dated as of 7/25/16, is entered into among Tenaska Power Management, LLC and the President of the LLC acting on behalf of its Members.

2. Tenaska Power Management, LLC has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Region is required to integrate Tenaska Power Management, LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Tenaska Power Management, LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.

3. Tenaska Power Management, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. Tenaska Power Management, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Brad Cox  
1701 E. Lamar Blvd., Suite 100,  
Arlington, TX 76006 USA

5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members.

6. The Operating Agreement is hereby amended to include Tenaska Power Management, LLC as a Member of the LLC thereto, effective as of July 25<sup>th</sup> 2016, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Tenaska Power Management, LLC and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: Erin C. Sechrist on behalf of Members  
Name: Erin C. Sechrist  
Title: President

By: Kevin R. Smith  
Name: Kevin R. Smith  
Title: President



## **ATTACHMENT V Technical Qualifications**

**Tenaska Power Management, LLC ("TPM") has contracted with Tenaska, Inc. (Tenaska) to perform key functions. Tenaska, its contractor, has the following individuals with at least two years of experience buying and selling power and energy in wholesale markets and six months scheduling experience working for an entity that is either a member of PJM, a market participant in the Midwest ISO, or has a system operator certificate from NERC, or has earned Certified Energy Procurement Professional status by the Association of Energy Engineers or equivalent certification pursuant to Part 451.230.**

**Curry Aldridge (Over ten years of experience buying and selling power and energy in wholesale markets and three years scheduling experience working for an entity that is a member of PJM)**

Curry Aldridge is the Vice President of Origination and Commercial Operations of TPM. Curry, based in Texas, is responsible for managing Tenaska's origination team as well as several of the back office operations of the business. These back office duties include managing the settlements, process integrity, contracts, and strategic technology departments. Curry was promoted into this position at Tenaska in February 2013.

Curry Aldridge joined Tenaska in February 2000. During his time at Tenaska, Curry Aldridge worked on the 24-hour Real-time Trading/Scheduling desk for three years where he was responsible for trading and scheduling activities in multiple markets. In February 2003, Curry began working in Tenaska's Origination group focusing on the ERCOT market where he was responsible for signing long-term marketing and energy management structured transactions with both wholesale and retail third parties. During this time, Curry held the proxy vote for Tenaska on the Retail Market Subcommittee in 2003-2004 and served as the Independent Power Marketer segment member in 2005. He was also a NERC-certified System Operator from 2003-2008.

In 2007, Curry shifted his origination efforts to the PJM market where he started retail business activities in that market, as well as expanding the existing wholesale energy management business. In August 2008, he transitioned over and began managing Tenaska's energy management business. Responsibilities in this role involved the day-to-day management of Tenaska's scheduling, management and optimization activities for energy management customers in the ERCOT, MISO, PJM, SERC and SPP power markets. These duties include directing the incorporation of new energy management customers into Tenaska's energy management programs and coordinating internally between Tenaska's operations, trading, origination, settlements, accounting, risk management, and information technology groups. From 2010-2011, Curry served as Tenaska's representative on the ERCOT Wholesale Market Subcommittee as the Independent Power Marketer segment member. During this time in energy management, Curry also was responsible for managing ERCOT Nodal implementation efforts as well as managing EMS/SCADA operations.

Curry Aldridge holds a Bachelor of Business Administration degree in Marketing from Abilene Christian University in Abilene, Texas.

**Tenaska is staffed with a team of more than a dozen certified NERC system operators who are authorized by PJM to transact with that ISO. Tenaska will be providing 24 hour support to TPM and its retail customers through this team of NERC certified professionals. This team is supervised by Jeremy Carpenter, and Billy McCranor, both of whom also have NERC System Operator Certifications, and are authorized by PJM to operate in that ISO.**

**Jeremy Carpenter (NERC Certification)**

Jeremy Carpenter is Vice President of Energy Management and Operations for Tenaska, where he is responsible for overseeing Tenaska's day ahead and real time operations groups, energy management system group, and energy management group in ERCOT as well as in other power markets. As a QSE, Tenaska provides QSE services to a diverse group of wholesale market participants including traditional fossil fueled generators, wind powered generators, retail electric providers, and large industrial load resources. Through his work as the Vice President of Energy Management and Operations, Mr. Carpenter has gained experience and understanding of market rules and reliability standards and how they affect different types of market participants and has played an integral role in developing company procedures to ensure the compliance with such rules and standards. Prior to joining the Tenaska Energy Management and Operations group, Mr. Carpenter worked in other related groups at Tenaska including Long Term Development Forecasting and Risk Management. Mr. Carpenter has over 14 years of experience in the energy industry. Mr. Carpenter has been actively involved in various industry activities/organizations, most recently serving as Chair of the ERCOT Wholesale Market Subcommittee. Mr. Carpenter received his B.S. of Industrial Engineering with a minor in Mathematics from Texas A&M University.

**Billy McCranor (NERC Certification)**

Billy McCranor is Director of Operations and manages the Tenaska Operations group which is responsible for all Day Ahead market and Real-Time market activity in RTO/ISO markets. Billy has nine NERC Certified System Operators reporting to him who work a rotating shift schedule to ensure 24/7 coverage of the Real-Time Operations Desk and day time coverage of the Day Ahead Scheduling Desk. Billy's staff responds to all RTO dispatches (both energy and ancillary services), monitors generator output, submits offers and availability as necessary, manages forced outages, coordinates planned outages, and disseminates all notices/awards to the related parties. Billy also has a Sr. Operator, Operations Engineer, & Supervisor of Scheduling reporting to him who work normal business hours to oversee all Real-Time and Day-Ahead activity. Billy has worked for Tenaska for nine years and has performed various roles inside the operation's group at Tenaska. Billy graduated from Texas A&M University with a Bachelor of Science degree in Electrical Engineering and holds a current NERC Operator certification.

## **ATTACHMENT VI(a) Managerial Qualifications**

**Kevin Smith** (Four or more years of experience with enterprise financial and administration responsibilities, including profit and loss responsibilities pursuant to Part 451.240)

As President of Tenaska Power Management, LLC, (TPM), Mr. Smith is responsible for the strategic direction and management of TPM's activities. He also holds various offices with other companies within the Tenaska corporate structure, and serves as a member on various management committees associated with Tenaska's business units. Mr. Smith joined the Tenaska organization in 1997, rapidly becoming senior vice president of Tenaska Power Services Co., a TPM affiliate, responsible for directing that company's long-term marketing and business development activities. Prior to joining Tenaska in 1997, Mr. Smith was manager of power marketing for Delhi Energy Services, Inc., where he led the creation of Delhi's power marketing business and directed that group's activities. Mr. Smith earned a Bachelor of Science in petroleum engineering from Texas A&M University and a Master of Business Administration from the University of Dallas.

Tenaska Power Management, LLC has contracted with Tenaska, Inc. (Tenaska) to perform key functions. Tenaska, its contractor, has the following individuals with the required managerial and business enterprise experience pursuant to Part 451.240.

### **Curry Aldridge**

Curry Aldridge is the Vice President of Origination and Commercial Operations of TPM. Curry, based in Texas, is responsible for managing Tenaska's origination team as well as several of the back office operations of the business. These back office duties include managing the settlements, process integrity, contracts, and strategic technology departments. Curry was promoted into this position at Tenaska in February 2013. Curry Aldridge joined Tenaska in February 2000. During his time at Tenaska, Curry Aldridge worked on the 24-hour Real-time Trading/Scheduling desk for three years where he was responsible for trading and scheduling activities in multiple markets. In February 2003, Curry began working in Tenaska's Origination group focusing on the ERCOT market where he was responsible for signing long-term marketing and energy management structured transactions with both wholesale and retail third parties. During this time, Curry held the proxy vote for Tenaska on the Retail Market Subcommittee in 2003-2004 and served as the Independent Power Marketer segment member in 2005. He was also a NERC-certified System Operator from 2003-2008. In 2007, Curry shifted his origination efforts to the PJM market where he started retail business activities in that market, as well as expanding the existing wholesale energy management business. In August 2008, he transitioned over and began managing Tenaska's energy management business. Responsibilities in this role involved the day-to-day management of Tenaska's scheduling, management and optimization activities for energy management customers in the ERCOT, MISO, PJM, SERC and SPP power markets. These duties include directing the incorporation of new energy management customers into Tenaska's energy management programs and coordinating internally between Tenaska's operations, trading, origination, settlements, accounting, risk management, and information technology groups. From 2010-2011, Curry served as Tenaska's representative on the ERCOT Wholesale Market Subcommittee as the Independent Power Marketer segment member. During this time in energy management, Curry also was responsible for managing ERCOT Nodal implementation efforts as well as managing EMS/SCADA operations. Curry Aldridge holds a Bachelor of Business Administration degree in Marketing from Abilene Christian University in Abilene, Texas.

### **Michelle Trenary**

Michelle Trenary serves as the Settlements and Customer Support Director for TPM. Michelle, based in Texas, is responsible for day to day settlement activities in multiple power markets. Ms. Trenary has over 26 years of energy industry experience, with 11 years focused on electric utility engineering and 15 years focused on deregulated energy markets. Prior to joining Tenaska, Ms. Trenary was Director of Settlements for a Texas Retail Electric Provider. She established the department and initiated all ERCOT

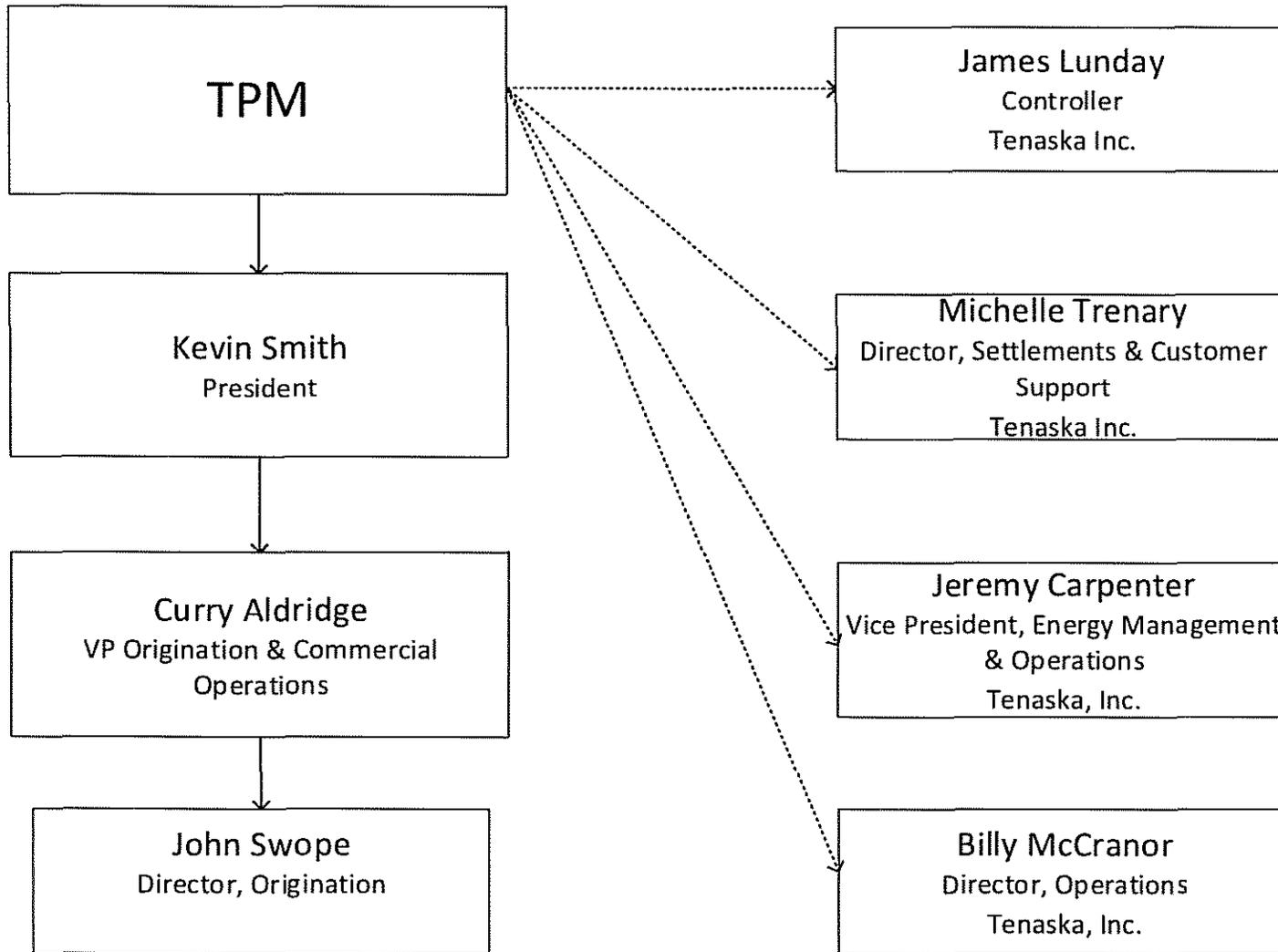
market settlement processes. Ms. Trenary has served in many engineering and engineering leadership roles, including Substation Design Engineer, Substation Construction, Testing and Maintenance Supervisor, Engineering Services Manager, and Production Costing Consulting Engineer. Ms. Trenary is active in Settlement User market stakeholder meetings. She served as the Accountable Executive for the implementation of the ERCOT Nodal market and is currently the Project Manager for the implementation of the SPP Integrated Marketplace market. Ms. Trenary earned a Bachelor of Science degree in Electrical Engineering from the University of Tulsa, Tulsa, Oklahoma, and is a registered engineer in training in the State of Oklahoma.

### **James Lunday**

James Lunday serves as the Controller for TPM. James, based in Texas, is responsible for all accounting functions, including customer billing, accounts receivable and payable, and financial reporting. He has over 12 years of accounting management experience, including the past 8 years in the electricity industry. James joined Tenaska in 2011 coming from TXU Energy where he was responsible for financial reporting for the retail electricity business. James previously held multiple other accounting positions in non-energy industries during his career. James is a Certified Public Accountant and a Certified Global Management Accountant with active CPA licenses in the States of Texas and Oklahoma. He is a member of the American Institute of Certified Public Accountants and the Oklahoma and Texas state-level CPA organizations. He earned a Bachelor of Science in Business Administration, majoring in accounting, from Missouri Southern State University and an MBA at Texas Christian University.

### **John P. Swope, CFA**

John Swope serves as the Director of Origination for the Northeastern Region of the US for TPM. John, based in Pennsylvania, is responsible for the Origination/Marketing function involving generators, municipals, utilities, marketers and load serving entities in these markets. Prior to joining Tenaska in January 2015, John worked at Pennsylvania Power and Light Co. for 7 years. As a Senior Originator there, he managed a multi-thousand MW Load Portfolio across 3 ISOs. Prior to that, John held commercial positions in energy, banking and risk management in several major Fortune 500 companies. John served as a U.S. Navy Nuclear Submarine Officer from 1990 to 1995, and is certified as a Nuclear Engineer by the Department of Energy. John earned a Bachelor of Science degree in Physics from Georgetown University in 1990, and an MBA from the MIT Sloan School of Management in 1999. John was awarded the Chartered Financial Analyst charter in 2006.



ATTACHMENT VI(c)

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is made and entered into this 25th day of April, 2012 by and between **TENASKA POWER SERVICES CO. (“TPS”)**, and **TENASKA POWER MANAGEMENT LLC (“TPM”)**, collectively referred to as “the Parties”.

**SERVICE AND SUPPORT PROVIDED BY TPS.** Subject to the terms and conditions set forth in this agreement, TPS agrees to provide TPM service and support as listed below:

1. **ACCOUNTING:** TPS will perform certain energy accounting services including customer invoicing, payment collection, volume reconciliation, payment and reconciliation of transmission service invoices and ISO/RTO settlement statements as received by TPM, and handle any dispute resolution process with ISO/RTO or other third parties pertaining to TPM accounts.
2. **FINANCIAL ACCOUNTING:** TPS will prepare for TPM monthly financial statements, and support for the general ledger including accounts payable and receivable detail.
3. **CONTRACT ADMINISTRATION:** TPS will provide contract administration services to TPM which will include initiation and review of purchase and sales contracts, maintenance of confirmation notices for each transaction, pricing and volume allocation services, and review and maintenance of transmission agreements and other service agreements.
4. **COMMUNICATIONS AND SCHEDULING SERVICES:** TPS will provide services to TPM which will include daily scheduling of quantities of energy between TPM and the transmission company and ISO/RTO. TPS will manage all communications with each transmission company and ISO/RTO and resolve all adjustments and imbalances for each day. TPS will provide and maintain required telecommunications and links with ISO/RTO as specified under such ISO/RTO rules for the term of this Agreement.
5. **HEDGING SERVICES:** TPS may from time to time, in its sole discretion, enter into financial hedges on behalf of TPM to hedge volumes of energy for TPM. The intent of the Parties is that all gains or losses from trades executed by TPS pursuant to request from TPM shall be the responsibility of TPM, and TPM agrees to receive any gains and be liable for any losses. On demand by TPS, TPM will reimburse TPS for any losses TPS incurs as a result of hedge trades entered into on TPM’s behalf. TPS will forward to TPM any gains realized on the hedge trades within fifteen (15) days of TPS’s receipt of payment from third parties for gains.
6. **MANAGEMENT SERVICES:** TPS will provide management services to TPM to render advice and provide consultation, which includes but is not limited to, energy and financial transactions, personnel matters, administrative office support and management consulting expertise.
7. **COMPUTER SUPPORT SERVICES:** TPS will provide computer support services to TPM, including purchase and maintenance of hardware and licensing or purchase of software in the United States, and user support as required.
8. **TERM:** The term of this Agreement shall be as of the date first above written and shall extend month-to-month thereafter until terminated by either Party upon giving thirty (30) days’ written notice.

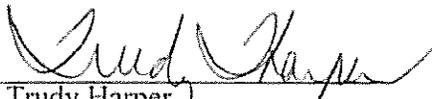
9. **FEE:** TPS will invoice TPM an estimated service fee based on historical actual cost and may modify the estimated service fee from time to time to better track actual cost. TPS will periodically true up the estimated service fee to the actual costs incurred by TPS in providing the service hereunder and will issue an invoice or refund for the amount of the true up.

10. **INVOICE AND PAYMENT DATES:** TPS will invoice TPM by the tenth (10<sup>th</sup>) day of the calendar month and TPM will remit to TPS the amount due on or about the twentieth (20<sup>th</sup>) day of the calendar month in which the invoice was rendered; provided that if the twentieth (20<sup>th</sup>) day is not a Business Day, payment is due on the next Business Day following that date. "Business Day" means a period of eight (8) consecutive hours beginning at 8:00 a.m., Central Time on any day except Saturday, Sunday or federal bank holidays and ending at 4:00 p.m. Central Time, on the same calendar day.

11. **GENERAL:** This Agreement constitutes the entire agreement between the Parties relating to the services provided herein. This Agreement may be modified or amended only by a writing executed by the authorized representatives of each party. This Agreement shall be construed according to the laws of the State of Nebraska.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement to be effective as of the date first written above.

**TENASKA POWER SERVICES CO.**

By:   
Trudy Harper  
President

**TENASKA POWER MANAGEMENT LLC**

By:   
David G. Fiorelli  
Executive Vice President 

