

FILE

Ohio

Public Utilities  
Commission

72

Original CRS Case Number	Version
13-34-EL-CRS	August 2004

## RENEWAL APPLICATION FOR RETAIL GENERATION PROVIDERS AND POWER MARKETERS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-11 Corporate Structure). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division; 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may input information directly onto the form.  
You may also download the form, by saving it to your local disk, for later use.

### A. RENEWAL INFORMATION

#### A-1 Applicant intends to be renewed as: (check all that apply)

- ☒ Retail Generation Provider
 ☐ Power Broker  
☒ Power Marketer
 ☐ Aggregator

#### A-2 Applicant's legal name, address, telephone number, PUCO certificate number, and web site address

Legal Name Talen Energy Marketing, LLC  
 Address 835 Hamilton Street, Suite 150, Allentown, PA 18101  
 PUCO Certificate # and Date Certified 13-693E(1); May 13, 2013  
 Telephone # (888) 211-6011 Web site address (if any) www.talenenergy.com

#### A-3 List name, address, telephone number and web site address under which Applicant does business in Ohio

Legal Name Talen Energy Marketing, LLC  
 Address 835 Hamilton Street, Suite 150, Allentown, PA 18101  
 Telephone # (888) 211-6011 Web site address (if any) www.talenenergy.com

REGISTERED AGENT IN OH: Corporation Services Company, 50 West Broad Street, Suite 1330, Columbus, OH 432

This is to certify that the images appearing are an  
 accurate and complete reproduction of a case file  
 document delivered in the regular course of business.  
 Technician AM Date Processed APR 03 2017

**A-4 List all names under which the applicant does business in North America**

Talen Energy Marketing, LLC \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A-5 Contact person for regulatory or emergency matters**

Name Yogesh Phadnis  
Title Manager - Retail Operations  
Business address 835 Hamilton Street, Suite 150, Allentown, PA 18101  
Telephone # (610) 601-0208 Fax # \_\_\_\_\_  
E-mail address (if any) yogesh.phadnis@talenenergy.com

**A-6 Contact person for Commission Staff use in investigating customer complaints**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Business address \_\_\_\_\_  
Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_  
E-mail address (if any) \_\_\_\_\_

**A-7 Applicant's address and toll-free number for customer service and complaints**

Customer Service address 835 Hamilton Street, Suite 150, Allentown, PA 18101  
Toll-free Telephone # (888) 211-6011 Fax # (800) 627-8813  
E-mail address (if any) \_\_\_\_\_

**A-8 Applicant's federal employer identification number # 232974252**

**A-9 Applicant's form of ownership (check one)**

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Liability Partnership (LLP)	<input checked="" type="checkbox"/> Limited Liability Company (LLC)
<input type="checkbox"/> Corporation	<input type="checkbox"/> Other _____

**PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:**

**A-10 Exhibit A-10 "Principal Officers, Directors & Partners"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.

**A-11 Exhibit A-11 "Corporate Structure,"** provide a description of the applicant's corporate structure, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America.

## **B. MANAGERIAL CAPABILITY AND EXPERIENCE**

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- B-1** Exhibit B-1 "Jurisdictions of Operation," provide a list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail or wholesale electric services.
- B-2** Exhibit B-2 "Experience & Plans," provide a description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.
- B-3** Exhibit B-3 "Disclosure of Liabilities and Investigations," provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.
- B-4** Disclose whether the applicant, a predecessor of the applicant, or any principal officer of the applicant have ever been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.  
☒ No      ☐ Yes

If yes, provide a separate attachment labeled as Exhibit B-4 "Disclosure of Consumer Protection Violations" detailing such violation(s) and providing all relevant documents.

- B-5** Disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail or wholesale electric service denied, curtailed, suspended, revoked, or cancelled within the past two years.  
☒ No      ☐ Yes

If yes, provide a separate attachment labeled as Exhibit B-5 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation" detailing such action(s) and providing all relevant documents.

## **C. FINANCIAL CAPABILITY AND EXPERIENCE**

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:


- C-1** Exhibit C-1 "Annual Reports," provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information in Exhibit C-1 or indicate that Exhibit C-1 is not applicable and why.

- C-2** **Exhibit C-2 “SEC Filings,”** provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that the applicant is not required to file with the SEC and why.
- C-3** **Exhibit C-3 “Financial Statements,”** provide copies of the applicant’s two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business.
- C-4** **Exhibit C-4 “Financial Arrangements,”** provide copies of the applicant's financial arrangements to conduct CRES as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.,).
- C-5** **Exhibit C-5 “Forecasted Financial Statements,”** provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant’s CRES operation, along with a list of assumptions, and the name, address, e-mail address, and telephone number of the preparer.
- C-6** **Exhibit C-6 “Credit Rating,”** provide a statement disclosing the applicant’s credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody’s Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant’s parent or affiliate organization that guarantees the obligations of the applicant.
- C-7** **Exhibit C-7 “Credit Report,”** provide a copy of the applicant’s credit report from Experion, Dun and Bradstreet or a similar organization.
- C-8** **Exhibit C-8 “Bankruptcy Information,”** provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.
- C-9** **Exhibit C-9 “Merger Information,”** provide a statement describing any dissolution or merger or acquisition of the applicant within the five most recent years preceding the application.

## D. TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- D-1** Exhibit D-1 "Operations" provide a written description of the operational nature of the applicant's business. Please include whether the applicant's operations include the generation of power for retail sales, the scheduling of retail power for transmission and delivery, the provision of retail ancillary services as well as other services used to arrange for the purchase and delivery of electricity to retail customers.
- D-2** Exhibit D-2 "Operations Expertise," given the operational nature of the applicant's business, provide evidence of the applicant's experience and technical expertise in performing such operations.
- D-3** Exhibit D-3 "Key Technical Personnel," provide the names, titles, e-mail addresses, telephone numbers, and the background of key personnel involved in the operational aspects of the applicant's business.
- D-4** Exhibit D-4 "FERC Power Marketer License Number," provide a statement disclosing the applicant's FERC Power Marketer License number. (Power Marketers only)

  
Signature of Applicant and Title      GENERAL COUNSEL/SECRETARY

Sworn and subscribed before me this 31 day of March, 2017  
Month Year

  
Signature of official administering oath

Mary T. Kennedy, Notary  
Print Name and Title

My commission expires on March 12, 2019

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Mary T. Kennedy, Notary Public  
City of Allentown, Lehigh County  
My Commission Expires March 12, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

# **AFFIDAVIT**

State of Pennsylvania :

Allentown ss.  
(Town)

County of Lehigh :

Thomas G. Douglass, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the General Counsel/Secretary (Office of Affiant) of Talen Energy Marketing, LLC (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
7. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.

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

[Signature] GENERAL COUNSEL/SECRETARY  
Signature of Affiant & Title

Sworn and subscribed before me this 31 day of March, 2017  
Month Year

[Signature]  
Signature of official administering oath

Mary T. Kennedy Notary  
Print Name and Title

My commission expires on March 12, 2019

---

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Mary T. Kennedy, Notary Public  
City of Allentown, Lehigh County  
My Commission Expires March 12, 2019  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**SUMMARY OF EXHIBITS**

Exhibit A-10	Principal officers, Directors & Partners
Exhibit A-11	Corporate Structure
Exhibit B-1	Jurisdictions of Operation
Exhibit B-2	Experience & Plans
Exhibit B-3	Disclosure of Liabilities and Investigations
Exhibit C-1	Annual Reports
Exhibit C-2	SEC Filings
Exhibit C-3	Financial Statements
Exhibit C-4	Financial Arrangements
Exhibit C-5	Forecasted Financial Statements
Exhibit C-6	Credit Rating
Exhibit C-7	Credit Report
Exhibit C-8	Bankruptcy Information
Exhibit C-9	Merger Information
Exhibit D-1	Operations
Exhibit D-2	Operations Expertise
Exhibit D-3	Key Technical Personnel
Exhibit D-4	FERC Power Marketer License Number

# Talen Energy Marketing, LLC

**A-10 Exhibit A-10 "Principal Officers, Directors & Partners"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.

Below is a list of managers and officers for Talen Energy Marketing, LLC located at 835 Hamilton Street, Suite 150, Allentown, PA 18101.

## Talen Energy Marketing, LLC

Name	Title	Address	Telephone
Alexander, Ralph	President and Chief Executive Officer	1000 Louisiana, Suite 1450 Houston, TX 77002	(610) 601-0201
Blair, Scott	Vice President	Fort Smallwood Road Complex 1005 Brandon, Baltimore, MD 21226	(410) 787-5017
Clelland, Russell R.	Treasurer	835 Hamilton Street, Suite 150 Allentown, PA 18101	(610) 601-0130
Cook, Charles C.	Vice President	Extol Energy LLC 2901 Via Fortuna Drive, Terrance 6, Suite 650, Austin, TX 78746	(512) 314-8659
Douglass, Thomas G. Jr.	General Counsel and Secretary	835 Hamilton Street, Suite 150 Allentown, PA 18101	(610) 601-0417
Fleenor, William H.	Chief Accounting Officer	2901 Via Fortuna Drive Bldg. 6, Suite 650, Austin, TX 78732	(512) 314-8620
Hernandez, Alejandro	Chief Financial Officer	1000 Louisiana, Suite 1450, Houston, TX 77002	(610) 601-0201
Lebsack, Dale E. Jr.	Vice President	414-462 Avenue P, Newark, NJ 07105	(610) 601-0360
Strauch, John J. Jr.	Vice President	Fort Smallwood Road Complex 1005 Brandon Shores Road, Baltimore, MD 21226	(410) 787-5357

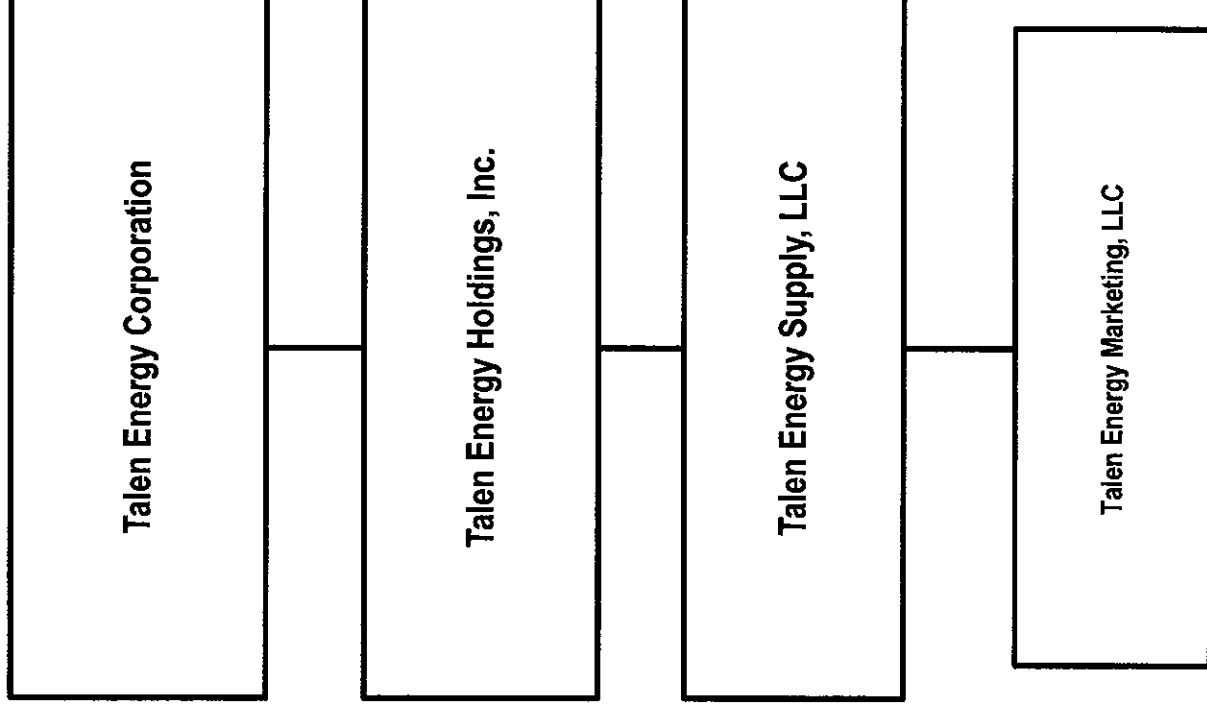
Talen Energy Marketing, LLC

**A-11 Exhibit A-11 "Corporate Structure"** provide a description of the applicant's corporate structure, including a graphical depiction of such structure, and list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America.

Please see attached organization chart which represents a graphical depiction of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America.

**EXHIBIT A-11**  
**EXHIBIT Talen Energy Corporation**  
**(and certain Subsidiaries)**

---



Talen Energy Marketing, LLC

**B-1 Exhibit B-1 “Jurisdictions of Operation.”** provide a list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail or wholesale electric services.

**State/License # of Issuance:**

Delaware license# 99-394 .

Maryland license# IR-230 .

State of Montana .

New Jersey license# ESL-0003 .

Ohio license # 13-693E(1) .

Pennsylvania license# A-110098 .

District of Columbia (Washington, D.C.) – Order No. 16943 dated October 19, 2012 granting license to conduct business in the District of Columbia as a marketer of electricity

**B-2** **Exhibit B-2 "Experience & Plans."** provide a description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

Talen Energy Marketing, LLC has been supplying electricity to Commercial and Industrial customers since January 2010, and Residential customers since 2011. We have a team of experienced energy supply experts that meet directly with customers to assist them with their energy supply needs and we also work with reputable commercial and industrial energy brokers and consultants who are active in the market. The Talen Energy Marketing, LLC Operations staff supports customer enrollments and billing. Hansen Technologies performs the EDI, billing and customer care services for Talen Energy Marketing, LLC. Customer complaints are handled directly by Talen Energy Marketing, LLC.

**B-3    Exhibit B-3 "Disclosure of Liabilities and Investigations"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.

Talen Energy Marketing, LLC is not aware of any prior or pending federal, state or local actions, matters or penalties against Talen Energy Marketing, LLC that would materially adversely impact Talen Energy Marketing, LLC's financial or operational status or ability to provide the services it is seeking to be certified to provide.

Talen Energy Marketing, LLC

**C-1**    **Exhibit C-1 “Annual Reports”** provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information in Exhibit C-1 or indicate that Exhibit C-1 is not applicable and why.

Prior to December 6, 2016, Talen Energy Marketing’s parent company, Talen Energy Corporation (“Talen Energy”) was owned 65 percent by shareholders of PPL Corporation and 35 percent by affiliates of Riverstone Holdings, LLC (“Riverstone”). On December 6, 2016, a transaction was completed that increased the Riverstone affiliates’ combined ownership of Talen Energy to 100 percent. Talen Energy is now a privately held corporation owned 100 percent by affiliates of Riverstone.

After becoming private on December 6, 2016, Talen Energy no longer provides annual reports to Shareholders.

Talen Energy Marketing, LLC

**C-2    Exhibit C-2 “SEC Filings”** provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that the applicant is not required to file with the SEC and why.

Prior to December 6, 2016, Talen Energy Marketing’s parent company, Talen Energy Corporation (“Talen Energy”) was owned 65 percent by shareholders of PPL Corporation and 35 percent by affiliates of Riverstone Holdings, LLC (“Riverstone”). On December 6, 2016, a transaction was completed that increased the Riverstone affiliates’ combined ownership of Talen Energy to 100 percent. Talen Energy is now a privately held corporation owned 100 percent by affiliates of Riverstone.

After becoming private on December 6, 2016, Talen Energy no longer files with the SEC.

Talen Energy Marketing, LLC

**C-4    Exhibit C -4 “Financial Arrangements.”** provide copies of the applicant’s financial arrangements to conduct CRES as a business activity (e.g. guarantees, bank commitments, contractual arrangements, credit agreements, etc.).

Please refer to the attached letters from three Ohio EDCs stating that Talen Energy Marketing, LLC has provided the necessary collateral to meet their credit requirements as well as the guaranties in favor of four Ohio EDCs.

March 23, 2017

Talen Energy  
Attn: Teresa L. Devanney  
Suite 150  
835 Hamilton St.  
Allentown, PA 18101

Re: Talen Energy Marketing, LLC ("CRES Supplier")/CRES Supplier Contact: Teresa Devanney. CRES Supplier's posted collateral in the form of a letter of credit as of December 15, 2016.

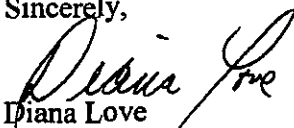
To CRES Supplier:

In reference to the following specific provisions of Ohio Power Company's Distribution Tariff filed pursuant to Order dated January 30, 2013 in Case Nos. 11-346-EL-SSO and 11-348-EL-SSO, namely Paragraph 31, Section: *Supplier Terms and Conditions of Service*, Paragraph 10, Section: *CRES Provider Credit Requirements* (See 1<sup>st</sup> Revised Sheets Nos. 103-32D and 33D of PUCO No. 20 Terms and Conditions of Open Access Distribution Service) and CRES Supplier's available load data through February 28, 2017, AEP Ohio has undertaken a limited review of posted collateral through this date, subject to the limitations set forth below, and AEP Ohio believes that the CRES Supplier is current with the specifically identified collateral requirements through February 28, 2017.

Please note AEP Ohio is not undertaking a separate review of CRES Supplier's financial wherewithal, the status of pending invoices or invoices for amounts that are yet to be billed or due, nor are we evaluating or taking a position as to whether the CRES Supplier will, on a prospective basis, remain in compliance with the identified collateral requirements or other Tariff requirements. This review was limited to the specific collateral requirements identified above, and does not include a review of whether the CRES Supplier is in compliance with any other Tariff requirements or PUCO rules and regulations binding upon CRES suppliers, and further, does not account for any PJM rebillings or settlements that may occur at a later time.

This letter is effective only as of the date hereof, and we are not assuming any responsibility for updating this letter, nor is AEP Ohio waiving any rights or remedies it may be entitled to under Ohio law, its Tariff or any CRES Supplier agreements. This letter is intended solely for the benefit of the addressees and may not be relied upon by such addressees or any other person or entity for any other purpose.

Sincerely,

  
Diana Love  
Credit Risk Analyst



139 East Fourth  
EM740  
Cincinnati, Ohio 45202

March 23, 2017

Talen Energy Marketing, LLC has met the Electric Collateral obligations for Duke Energy Corporation as of March 23, 2017.

***Tom Hunt***

Duke Energy Corp  
Certified Supplier Business Center  
[Tom.Hunt@Duke-Energy.com](mailto:Tom.Hunt@Duke-Energy.com)





March 22, 2017

Talen Energy Marketing, LLC  
835 Hamilton Street, Suite 150  
Allentown, PA 18101

***Re: Talen Energy Marketing, LLC CRES Status with FirstEnergy Ohio Utilities (Ohio Edison Company, The Cleveland Electric Illuminating Company, The Toledo Edison Company)***

To Whom It May Concern:

Talen Energy Marketing LLC, a certified competitive retail electric service provider in Ohio, has satisfied and is currently in compliance with our collateral and security requirements for FE OH Utilities (Ohio Edison, Toledo Edison, and Cleveland Electric)

FirstEnergy Corp.

***Martin Massie***

Name: Martin Massie  
Title: Credit Risk Analyst  
Phone: 330-315-6894



## GUARANTY

This Guaranty ("Guaranty"), dated as of May 2, 2013, is made by PPL Energy Supply, LLC, a Delaware limited liability company ("Guarantor"), in favor of Duke Energy Ohio Inc. , an Ohio Corporation ("Beneficiary").

Guarantor enters into this Guaranty in consideration of and as an inducement for Beneficiary entering into agreements, prior to, on or after the date hereof, with PPL EnergyPlus, LLC, a Pennsylvania limited liability company ("Company"), a wholly-owned subsidiary of Guarantor, pursuant to which Company and Beneficiary have entered into or may enter into arrangements relating to Company's participation as a retail generation provider and power marketer in the electric service territory of the Beneficiary (collectively, the "Agreements"). Guarantor derives substantial direct and/or indirect benefit from the Agreements between Beneficiary and Company and the transactions thereunder and hereby acknowledges the same.

NOW, THEREFORE, intending to be legally bound hereby, Guarantor covenants and agrees as follows:

1. Guaranty. Guarantor hereby absolutely and unconditionally guarantees to Beneficiary, as primary obligor and not as a surety, the prompt and complete payment in immediately available funds in United States dollars when due of all obligations (present or future, direct or indirect, secured or unsecured, fixed or contingent and whether at stated maturity, acceleration or otherwise) that are now or may hereafter become due and payable from Company to Beneficiary in connection with the Agreements (including, without limitation, interest thereon and late charges as provided in the Agreements or other documents or instruments evidencing or pertaining to transactions thereunder, and all collection costs and documented, out-of-pocket legal and other fees and expenses incurred by Beneficiary in enforcing the obligations under this Guaranty (such costs and expenses collectively, "Enforcement Costs"); provided that Guarantor shall not be liable for any Enforcement Costs if it is ultimately determined that no payment with respect to which such enforcement was brought under this Guaranty is due) (collectively, the "Guaranteed Liabilities"). Notwithstanding anything to the contrary contained herein, in no event shall Guarantor's liability for Guaranteed Liabilities under this Guaranty exceed an aggregate amount equal to the sum of (i) USD 1,100,000.00 plus (ii) Enforcement Costs.

2. Term. This Guaranty shall be an absolute, unconditional and continuing guaranty of payment and not of collection, subject to termination as set forth herein. This Guaranty may be terminated by Guarantor at any time and for any reason upon fifteen (15) days prior written notice to Beneficiary; provided that any such termination of this Guaranty shall not affect Guarantor's obligation for Guaranteed Liabilities arising prior to the effective date of such termination (the "Termination Effective Date") or arising at any time on or after the Termination Effective Date pursuant to any transaction or agreement (however defined) entered into prior to the Termination Effective Date that has not been fully performed as of the Termination Effective Date.

3. Waivers of Notice; Certain Defenses; Reinstatement. Guarantor waives: (a) all defenses that it may have under applicable law as a guarantor or surety (other than any defenses and rights to setoff that Company is entitled to that arise out of the Agreements that

are not (i) otherwise expressly waived hereunder, (ii) waived under the Agreements or (iii) based upon the insolvency, bankruptcy, or reorganization of Company, the power or authority to enter into and perform under the Agreements, the unenforceability of, or illegality with respect to, the Agreements, any lack or limitation of status or of power, or any incapacity or disability of Company or any trustee or agent thereof, or the failure of Company to have authorized, or to have obtained any approval necessary to enter into or perform under, the Agreements) and (b) notice of acceptance, presentment, demand, dishonor, protest, any sale of collateral security and all other notices whatsoever, except for those expressly required hereunder. This Guaranty shall continue to be effective or be reinstated, as the case may be, without any release or discharge of any obligations if at any time any payment of any of the Guaranteed Liabilities is rescinded, avoided, recovered or must otherwise be returned by Beneficiary upon the insolvency, bankruptcy, or reorganization of Company, Guarantor or any other guarantor or any other person or entity or otherwise, all as though such payment had not been made.

4. Representations and Warranties. Guarantor hereby represents and warrants to Beneficiary as of the date hereof that:

A) Guarantor is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;

B) Guarantor has the power to execute, deliver and perform its obligations under this Guaranty, and it has taken all necessary action to authorize such execution, delivery and performance. Such execution, delivery and performance do not (i) violate or conflict with any law applicable to Guarantor, any provision of its constitutional documents, any order, decree, ruling, rule, promulgation or judgment of any court or other agency of government applicable to it or any of its assets or (ii) breach or constitute a default or event of default under, any agreement or instrument binding on or affecting it or any of its assets;

C) All governmental and other consents, approvals, authorizations, licenses, clearances, registrations and declarations that are required to have been obtained by Guarantor with respect to this Guaranty have been obtained and are in full force and effect and all conditions, if any, of all such consents, approvals, authorizations, licenses, clearances, registrations and declarations have been complied with or are continuing to be complied with (to the extent continuing compliance is required); and

D) Guarantor's obligations under this Guaranty constitute legal, valid and binding obligations, enforceable in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

5. Effect of Modifications. Guarantor acknowledges that its liability under this Guaranty shall be absolute and unconditional and, without limiting the generality of the foregoing, shall not be affected or impaired by (i) any force majeure (other than a force majeure under any Agreement that relieves Company of liability for the performance of any Guaranteed Liabilities) or act of government in relation to, or directly or indirectly affecting, any of the Agreements, the Guaranteed Liabilities, Company, Beneficiary or Guarantor, (ii) any change in the financial condition, objects, constituencies or business of Guarantor, Company or Beneficiary, (iii) any change in the corporate existence, structure, form, name or ownership of Company or Guarantor or any dissolution, liquidation, reorganization, readjustment, merger,

spin-off, consolidation, transformation of corporate form, transfer of establishment or other alteration of the legal status or structure of Company or Guarantor, (iv) the bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting Company or its assets or any resulting release, stay or discharge of any Guaranteed Liabilities, (v) any transfer or purported transfer of any property to or from Company, Guarantor or any other person or entity, (vi) any lack or limitation of power, incapacity or disability on the part of Company or of its directors, partners or agents or any other irregularity, defect or informality on the part of Company in the Guaranteed Liabilities or (vii) the existence, validity, enforceability or perfection, or lack of any of the foregoing, of any collateral for any of the Guaranteed Liabilities or any negligence or mistake in handling, disposing of, obtaining or failing to collect or perfect a security interest in any collateral for the Guaranteed Liabilities. Guarantor further agrees and consents that Beneficiary may at any time and from time to time, without notice to or further consent of Guarantor (i) extend or otherwise change the time, manner or place of payment of, accelerate, add, accept, exchange, receive, realize upon, settle, perfect, extend, renew, pay compromise, discharge, release or surrender any collateral for or with respect to, or renew, any or all of the Guaranteed Liabilities, (ii) make any agreement with Company for the acceleration, addition, acceptance, exchange, receipt, realization, settlement, perfection, extension, renewal, payment, compromise, discharge, release or surrender thereof or composition, forbearance or concession in respect of any or all of the Guaranteed Liabilities, in whole or in part, or for any amendment, waiver or other modification of the terms of any or all of the Agreements or of the Guaranteed Liabilities, (iii) enter into any other current or future agreement between or among Beneficiary, Company and/or any other person or entity and (iv) apply all amounts at any time received from Company or from collateral with respect to the Guaranteed Liabilities as Beneficiary sees fit or change any such application in whole or in part from time to time as Beneficiary sees fit, without, in each of the foregoing cases referred to in clauses (i), (ii), (iii) and (iv) above, in any way affecting this Guaranty.

6. Independent Obligations; Subrogation. Guarantor's obligations under this Guaranty are independent of all obligations of Company to Beneficiary. Beneficiary shall not be required to proceed first against Company or any other person, firm or corporation or any assets thereof or collateral before proceeding against Guarantor under this Guaranty. Guarantor shall not be subrogated to any of the rights (or if subrogated by operation of law, such Guarantor hereby waives such rights to the extent permitted by applicable law) of Beneficiary as the result of any payment or enforcement of any of the Guaranteed Liabilities until all Guaranteed Liabilities (other than contingent indemnities not then due) have been paid in full (such date, the "Guaranteed Liabilities Full Payment Date"). If any amount shall be paid to Guarantor on account of subrogation at any time prior to the Guaranteed Liabilities Full Payment Date, such amount shall be held by Guarantor in trust for Beneficiary, segregated from other funds of Guarantor, and shall, forthwith upon receipt by Guarantor, be turned over to Beneficiary in the exact form received by Guarantor (duly endorsed by Guarantor to Beneficiary, if required) to be applied against the Guaranteed Liabilities, whether due or to become due, in such order as Beneficiary may determine. On the Guaranteed Liabilities Full Payment Date, Guarantor shall be subrogated to the rights of Beneficiary against Company with respect to any and all such payments made by Guarantor hereunder, and Beneficiary agrees to take such steps as Guarantor may reasonably request, at Guarantor's expense, to confirm and/or implement such subrogation rights.

7. No Exhaustion of Remedies; Cumulative Rights. Beneficiary is not bound or obligated to exhaust its recourse against Company or any other person or entity or any collateral it may hold or take any other action before being entitled to receive payment from Guarantor. Each and every right, remedy and power hereby granted to Beneficiary or afforded

it by applicable law or agreement shall be cumulative and not exclusive of any other and may be exercised by Beneficiary from time to time.

8. Notices. All notices and other communications under this Guaranty must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by telecopier (with written confirmation of receipt), provided that a copy is also mailed to such party, or (iii) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or by mailing, certified mail (return receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as either party may designate by notice to the other party):

If to Beneficiary: Duke Energy Ohio Inc.  
139 East Fourth Street – 575 Clopay  
Cincinnati, OH 45202  
Attn: Certified Supplier Business Center  
Fax: 513-287-2718

If to Guarantor: PPL Energy Supply, LLC  
Two North Ninth Street  
Allentown, Pennsylvania 18101  
Attn: Credit Department  
Fax: 610-774-7413

Along with a copy for convenience to:

PPL Services Corp.  
Two North Ninth Street  
Allentown, Pennsylvania 18101  
Attn: Office of General Counsel  
Fax: 610-774-6726

9. Consequential Damages. Guarantor shall not be required to pay special, exemplary, punitive, consequential or indirect damages or opportunity costs or lost profits to Beneficiary except in each case to the extent that they constitute Guaranteed Liabilities that are required to be paid under the applicable Agreement(s).

10. Miscellaneous. This Guaranty and each of its provisions may be waived, modified or varied, in whole or in part, only pursuant to a duly authorized written instrument signed by an authorized officer of both Beneficiary and Guarantor. No failure by Beneficiary to exercise its rights under this Guaranty shall give rise to any estoppel against Beneficiary or excuse Guarantor from performing under this Guaranty. No waiver by Beneficiary of performance by Guarantor under any of the provisions of this Guaranty shall be construed as a waiver of any subsequent performance by Guarantor under the same or any other provisions of this Guaranty. The headings used in this Guaranty are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Guaranty. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Guaranty and shall be binding upon Guarantor as an original signature.

11. Successors; Assignment. This Guaranty shall be binding upon the successors and permitted assigns of Guarantor and inure to the benefit of Beneficiary and its successors and assigns. Guarantor shall not assign this Guaranty or delegate any of its duties hereunder without the express prior written consent of Beneficiary, which consent shall not be unreasonably withheld or delayed, and any such purported assignment without such consent shall be void.

12. Governing Law; Jurisdiction. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York (but not the law of conflicts of laws other than Sections 5-1401 and 5-1402 of the New York General Obligations Laws). Guarantor hereby submits to the exclusive jurisdiction of New York State and all federal courts located in the Borough of Manhattan in New York City over any disputes arising out of or relating to this Guaranty. Guarantor hereby irrevocably waives, to the fullest extent it may effectively do so, any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

13. Entire Agreement. This writing is the complete and exclusive statement of the terms of this Guaranty and supersedes all prior oral or written representations, understandings, and agreements between Beneficiary and Guarantor with respect to the subject matter hereof. Beneficiary and Guarantor agree that there are no conditions to the full effectiveness of this Guaranty.


14. Unenforceable Provisions. Any provision contained in this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Waiver of Jury Trial. GUARANTOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, OR PROCEEDING RELATING TO THIS GUARANTY.

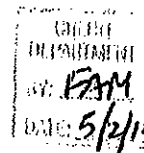
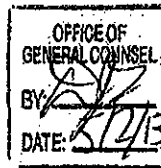
*[Signature page follows]*

IN WITNESS WHEREOF, Guarantor has duly signed this Guaranty as of the first date written above.

PPL Energy Supply, LLC

By:   
Name: Russell R. Clelland  
Title: Assistant Treasurer & VP

*[Signature page to the PPL Guaranty]*





## GUARANTY

This Guaranty ("Guaranty"), dated as of May 2, 2013, is made by PPL Energy Supply, LLC, a Delaware limited liability company ("Guarantor"), in favor of Ohio Power Company, an Ohio company ("Beneficiary").

Guarantor enters into this Guaranty in consideration of and as an inducement for Beneficiary entering into agreements, prior to, on or after the date hereof, with PPL EnergyPlus, LLC, a Pennsylvania limited liability company ("Company"), a wholly-owned subsidiary of Guarantor, pursuant to which Company and Beneficiary have entered into or may enter into arrangements relating to Company's participation as a retail generation provider and power marketer in the electric service territory of the Beneficiary (collectively, the "Agreements"). Guarantor derives substantial direct and/or indirect benefit from the Agreements between Beneficiary and Company and the transactions thereunder and hereby acknowledges the same.

NOW, THEREFORE, intending to be legally bound hereby, Guarantor covenants and agrees as follows:

1. Guaranty. Guarantor hereby absolutely and unconditionally guarantees to Beneficiary, as primary obligor and not as a surety, the prompt and complete payment in immediately available funds in United States dollars when due of all obligations (present or future, direct or indirect, secured or unsecured, fixed or contingent and whether at stated maturity, acceleration or otherwise) that are now or may hereafter become due and payable from Company to Beneficiary in connection with the Agreements (including, without limitation, interest thereon and late charges as provided in the Agreements or other documents or instruments evidencing or pertaining to transactions thereunder, and all collection costs and documented, out-of-pocket legal and other fees and expenses incurred by Beneficiary in enforcing the obligations under this Guaranty (such costs and expenses collectively, "Enforcement Costs"); provided that Guarantor shall not be liable for any Enforcement Costs if it is ultimately determined that no payment with respect to which such enforcement was brought under this Guaranty is due) (collectively, the "Guaranteed Liabilities"). Notwithstanding anything to the contrary contained herein, in no event shall Guarantor's liability for Guaranteed Liabilities under this Guaranty exceed an aggregate amount equal to the sum of (i) USD 3,100,000.00 plus (ii) Enforcement Costs.

2. Term. This Guaranty shall be an absolute, unconditional and continuing guaranty of payment and not of collection, subject to termination as set forth herein. This Guaranty may be terminated by Guarantor at any time and for any reason upon fifteen (15) days prior written notice to Beneficiary; provided that any such termination of this Guaranty shall not affect Guarantor's obligation for Guaranteed Liabilities arising prior to the effective date of such termination (the "Termination Effective Date") or arising at any time on or after the Termination Effective Date pursuant to any transaction or agreement (however defined) entered into prior to the Termination Effective Date that has not been fully performed as of the Termination Effective Date.

3. Waivers of Notice; Certain Defenses; Reinstatement. Guarantor waives: (a) all defenses that it may have under applicable law as a guarantor or surety (other than any defenses and rights to setoff that Company is entitled to that arise out of the Agreements that

are not (i) otherwise expressly waived hereunder, (ii) waived under the Agreements or (iii) based upon the insolvency, bankruptcy, or reorganization of Company, the power or authority to enter into and perform under the Agreements, the unenforceability of, or illegality with respect to, the Agreements, any lack or limitation of status or of power, or any incapacity or disability of Company or any trustee or agent thereof, or the failure of Company to have authorized, or to have obtained any approval necessary to enter into or perform under, the Agreements) and (b) notice of acceptance, presentment, demand, dishonor, protest, any sale of collateral security and all other notices whatsoever, except for those expressly required hereunder. This Guaranty shall continue to be effective or be reinstated, as the case may be, without any release or discharge of any obligations if at any time any payment of any of the Guaranteed Liabilities is rescinded, avoided, recovered or must otherwise be returned by Beneficiary upon the insolvency, bankruptcy, or reorganization of Company, Guarantor or any other guarantor or any other person or entity or otherwise, all as though such payment had not been made.

4. Representations and Warranties. Guarantor hereby represents and warrants to Beneficiary as of the date hereof that:

A) Guarantor is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;

B) Guarantor has the power to execute, deliver and perform its obligations under this Guaranty, and it has taken all necessary action to authorize such execution, delivery and performance. Such execution, delivery and performance do not (i) violate or conflict with any law applicable to Guarantor, any provision of its constitutional documents, any order, decree, ruling, rule, promulgation or judgment of any court or other agency of government applicable to it or any of its assets or (ii) breach or constitute a default or event of default under, any agreement or instrument binding on or affecting it or any of its assets;

C) All governmental and other consents, approvals, authorizations, licenses, clearances, registrations and declarations that are required to have been obtained by Guarantor with respect to this Guaranty have been obtained and are in full force and effect and all conditions, if any, of all such consents, approvals, authorizations, licenses, clearances, registrations and declarations have been complied with or are continuing to be complied with (to the extent continuing compliance is required); and

D) Guarantor's obligations under this Guaranty constitute legal, valid and binding obligations, enforceable in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

5. Effect of Modifications. Guarantor acknowledges that its liability under this Guaranty shall be absolute and unconditional and, without limiting the generality of the foregoing, shall not be affected or impaired by (i) any force majeure (other than a force majeure under any Agreement that relieves Company of liability for the performance of any Guaranteed Liabilities) or act of government in relation to, or directly or indirectly affecting, any of the Agreements, the Guaranteed Liabilities, Company, Beneficiary or Guarantor, (ii) any change in the financial condition, objects, constituencies or business of Guarantor, Company or Beneficiary, (iii) any change in the corporate existence, structure, form, name or ownership of Company or Guarantor or any dissolution, liquidation, reorganization, readjustment, merger,

spin-off, consolidation, transformation of corporate form, transfer of establishment or other alteration of the legal status or structure of Company or Guarantor, (iv) the bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting Company or its assets or any resulting release, stay or discharge of any Guaranteed Liabilities, (v) any transfer or purported transfer of any property to or from Company, Guarantor or any other person or entity, (vi) any lack or limitation of power, incapacity or disability on the part of Company or of its directors, partners or agents or any other irregularity, defect or informality on the part of Company in the Guaranteed Liabilities or (vii) the existence, validity, enforceability or perfection, or lack of any of the foregoing, of any collateral for any of the Guaranteed Liabilities or any negligence or mistake in handling, disposing of, obtaining or failing to collect or perfect a security interest in any collateral for the Guaranteed Liabilities. Guarantor further agrees and consents that Beneficiary may at any time and from time to time, without notice to or further consent of Guarantor (i) extend or otherwise change the time, manner or place of payment of, accelerate, add, accept, exchange, receive, realize upon, settle, perfect, extend, renew, pay compromise, discharge, release or surrender any collateral for or with respect to, or renew, any or all of the Guaranteed Liabilities, (ii) make any agreement with Company for the acceleration, addition, acceptance, exchange, receipt, realization, settlement, perfection, extension, renewal, payment, compromise, discharge, release or surrender thereof or composition, forbearance or concession in respect of any or all of the Guaranteed Liabilities, in whole or in part, or for any amendment, waiver or other modification of the terms of any or all of the Agreements or of the Guaranteed Liabilities, (iii) enter into any other current or future agreement between or among Beneficiary, Company and/or any other person or entity and (iv) apply all amounts at any time received from Company or from collateral with respect to the Guaranteed Liabilities as Beneficiary sees fit or change any such application in whole or in part from time to time as Beneficiary sees fit, without, in each of the foregoing cases referred to in clauses (i), (ii), (iii) and (iv) above, in any way affecting this Guaranty.

6. Independent Obligations; Subrogation. Guarantor's obligations under this Guaranty are independent of all obligations of Company to Beneficiary. Beneficiary shall not be required to proceed first against Company or any other person, firm or corporation or any assets thereof or collateral before proceeding against Guarantor under this Guaranty. Guarantor shall not be subrogated to any of the rights (or if subrogated by operation of law, such Guarantor hereby waives such rights to the extent permitted by applicable law) of Beneficiary as the result of any payment or enforcement of any of the Guaranteed Liabilities until all Guaranteed Liabilities (other than contingent indemnities not then due) have been paid in full (such date, the "Guaranteed Liabilities Full Payment Date"). If any amount shall be paid to Guarantor on account of subrogation at any time prior to the Guaranteed Liabilities Full Payment Date, such amount shall be held by Guarantor in trust for Beneficiary, segregated from other funds of Guarantor, and shall, forthwith upon receipt by Guarantor, be turned over to Beneficiary in the exact form received by Guarantor (duly endorsed by Guarantor to Beneficiary, if required) to be applied against the Guaranteed Liabilities, whether due or to become due, in such order as Beneficiary may determine. On the Guaranteed Liabilities Full Payment Date, Guarantor shall be subrogated to the rights of Beneficiary against Company with respect to any and all such payments made by Guarantor hereunder, and Beneficiary agrees to take such steps as Guarantor may reasonably request, at Guarantor's expense, to confirm and/or implement such subrogation rights.

7. No Exhaustion of Remedies; Cumulative Rights. Beneficiary is not bound or obligated to exhaust its recourse against Company or any other person or entity or any collateral it may hold or take any other action before being entitled to receive payment from Guarantor. Each and every right, remedy and power hereby granted to Beneficiary or afforded

it by applicable law or agreement shall be cumulative and not exclusive of any other and may be exercised by Beneficiary from time to time.

8. Notices. All notices and other communications under this Guaranty must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by telecopier (with written confirmation of receipt), provided that a copy is also mailed to such party, or (iii) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or by mailing, certified mail (return receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as either party may designate by notice to the other party):

If to Beneficiary: Ohio Power Company  
AEP Ohio  
850 Tech Center Drive  
Gahanna, Ohio 43230  
Attn: Ohio Choice Operations  
Customer Services & Marketing  
Fax: 614-883-7915

If to Guarantor: PPL Energy Supply, LLC  
Two North Ninth Street  
Allentown, Pennsylvania 18101  
Attn: Credit Department  
Fax: 610-774-7413

Along with a copy for convenience to:

PPL Services Corp.  
Two North Ninth Street  
Allentown, Pennsylvania 18101  
Attn: Office of General Counsel  
Fax: 610-774-6726

9. Consequential Damages. Guarantor shall not be required to pay special, exemplary, punitive, consequential or indirect damages or opportunity costs or lost profits to Beneficiary except in each case to the extent that they constitute Guaranteed Liabilities that are required to be paid under the applicable Agreement(s).

10. Miscellaneous. This Guaranty and each of its provisions may be waived, modified or varied, in whole or in part, only pursuant to a duly authorized written instrument signed by an authorized officer of both Beneficiary and Guarantor. No failure by Beneficiary to exercise its rights under this Guaranty shall give rise to any estoppel against Beneficiary or excuse Guarantor from performing under this Guaranty. No waiver by Beneficiary of performance by Guarantor under any of the provisions of this Guaranty shall be construed as a waiver of any subsequent performance by Guarantor under the same or any other provisions of this Guaranty. The headings used in this Guaranty are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Guaranty. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Guaranty and shall be binding upon Guarantor as an original signature.

11. Successors; Assignment. This Guaranty shall be binding upon the successors and permitted assigns of Guarantor and inure to the benefit of Beneficiary and its successors and assigns. Guarantor shall not assign this Guaranty or delegate any of its duties hereunder without the express prior written consent of Beneficiary, which consent shall not be unreasonably withheld or delayed, and any such purported assignment without such consent shall be void.

12. Governing Law; Jurisdiction. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York (but not the law of conflicts of laws other than Sections 5-1401 and 5-1402 of the New York General Obligations Laws). Guarantor hereby submits to the exclusive jurisdiction of New York State and all federal courts located in the Borough of Manhattan in New York City over any disputes arising out of or relating to this Guaranty. Guarantor hereby irrevocably waives, to the fullest extent it may effectively do so, any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

13. Entire Agreement. This writing is the complete and exclusive statement of the terms of this Guaranty and supersedes all prior oral or written representations, understandings, and agreements between Beneficiary and Guarantor with respect to the subject matter hereof. Beneficiary and Guarantor agree that there are no conditions to the full effectiveness of this Guaranty.

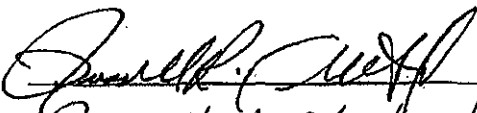
14. Unenforceable Provisions. Any provision contained in this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Waiver of Jury Trial. GUARANTOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, OR PROCEEDING RELATING TO THIS GUARANTY.

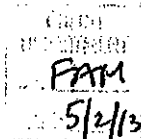
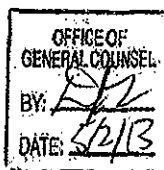
*[Signature page follows]*

IN WITNESS WHEREOF, Guarantor has duly signed this Guaranty as of the first date written above.

PPL Energy Supply, LLC

By:   
Name: Russell R. Clelland  
Title: Assistant Treasurer a/v.

*[Signature page to the PPL Guaranty]*





## GUARANTY

This Guaranty ("Guaranty"), dated as of May 2, 2013, is made by PPL Energy Supply, LLC, a Delaware limited liability company ("Guarantor"), in favor of Ohio Edison Company, an Ohio company ("Beneficiary").

Guarantor enters into this Guaranty in consideration of and as an inducement for Beneficiary entering into agreements, prior to, on or after the date hereof, with PPL EnergyPlus, LLC, a Pennsylvania limited liability company ("Company"), a wholly-owned subsidiary of Guarantor, pursuant to which Company and Beneficiary have entered into or may enter into arrangements relating to Company's participation as a retail generation provider and power marketer in the electric service territory of the Beneficiary (collectively, the "Agreements"). Guarantor derives substantial direct and/or indirect benefit from the Agreements between Beneficiary and Company and the transactions thereunder and hereby acknowledges the same.

NOW, THEREFORE, intending to be legally bound hereby, Guarantor covenants and agrees as follows:

1. Guaranty. Guarantor hereby absolutely and unconditionally guarantees to Beneficiary, as primary obligor and not as a surety, the prompt and complete payment in immediately available funds in United States dollars when due of all obligations (present or future, direct or indirect, secured or unsecured, fixed or contingent and whether at stated maturity, acceleration or otherwise) that are now or may hereafter become due and payable from Company to Beneficiary in connection with the Agreements (including, without limitation, interest thereon and late charges as provided in the Agreements or other documents or instruments evidencing or pertaining to transactions thereunder, and all collection costs and documented, out-of-pocket legal and other fees and expenses incurred by Beneficiary in enforcing the obligations under this Guaranty (such costs and expenses collectively, "Enforcement Costs"); provided that Guarantor shall not be liable for any Enforcement Costs if it is ultimately determined that no payment with respect to which such enforcement was brought under this Guaranty is due) (collectively, the "Guaranteed Liabilities"). Notwithstanding anything to the contrary contained herein, in no event shall Guarantor's liability for Guaranteed Liabilities under this Guaranty exceed an aggregate amount equal to the sum of (i) USD 1,400,000.00 plus (ii) Enforcement Costs.

2. Term. This Guaranty shall be an absolute, unconditional and continuing guaranty of payment and not of collection, subject to termination as set forth herein. This Guaranty may be terminated by Guarantor at any time and for any reason upon fifteen (15) days prior written notice to Beneficiary; provided that any such termination of this Guaranty shall not affect Guarantor's obligation for Guaranteed Liabilities arising prior to the effective date of such termination (the "Termination Effective Date") or arising at any time on or after the Termination Effective Date pursuant to any transaction or agreement (however defined) entered into prior to the Termination Effective Date that has not been fully performed as of the Termination Effective Date.

3. Waivers of Notice; Certain Defenses; Reinstatement. Guarantor waives: (a) all defenses that it may have under applicable law as a guarantor or surety (other than any defenses and rights to setoff that Company is entitled to that arise out of the Agreements that

are not (i) otherwise expressly waived hereunder, (ii) waived under the Agreements or (iii) based upon the insolvency, bankruptcy, or reorganization of Company, the power or authority to enter into and perform under the Agreements, the unenforceability of, or illegality with respect to, the Agreements, any lack or limitation of status or of power, or any incapacity or disability of Company or any trustee or agent thereof, or the failure of Company to have authorized, or to have obtained any approval necessary to enter into or perform under, the Agreements) and (b) notice of acceptance, presentment, demand, dishonor, protest, any sale of collateral security and all other notices whatsoever, except for those expressly required hereunder. This Guaranty shall continue to be effective or be reinstated, as the case may be, without any release or discharge of any obligations if at any time any payment of any of the Guaranteed Liabilities is rescinded, avoided, recovered or must otherwise be returned by Beneficiary upon the insolvency, bankruptcy, or reorganization of Company, Guarantor or any other guarantor or any other person or entity or otherwise, all as though such payment had not been made.

4. Representations and Warranties. Guarantor hereby represents and warrants to Beneficiary as of the date hereof that:

A) Guarantor is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;

B) Guarantor has the power to execute, deliver and perform its obligations under this Guaranty, and it has taken all necessary action to authorize such execution, delivery and performance. Such execution, delivery and performance do not (i) violate or conflict with any law applicable to Guarantor, any provision of its constitutional documents, any order, decree, ruling, rule, promulgation or judgment of any court or other agency of government applicable to it or any of its assets or (ii) breach or constitute a default or event of default under, any agreement or instrument binding on or affecting it or any of its assets;

C) All governmental and other consents, approvals, authorizations, licenses, clearances, registrations and declarations that are required to have been obtained by Guarantor with respect to this Guaranty have been obtained and are in full force and effect and all conditions, if any, of all such consents, approvals, authorizations, licenses, clearances, registrations and declarations have been complied with or are continuing to be complied with (to the extent continuing compliance is required); and

D) Guarantor's obligations under this Guaranty constitute legal, valid and binding obligations, enforceable in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

5. Effect of Modifications. Guarantor acknowledges that its liability under this Guaranty shall be absolute and unconditional and, without limiting the generality of the foregoing, shall not be affected or impaired by (i) any force majeure (other than a force majeure under any Agreement that relieves Company of liability for the performance of any Guaranteed Liabilities) or act of government in relation to, or directly or indirectly affecting, any of the Agreements, the Guaranteed Liabilities, Company, Beneficiary or Guarantor, (ii) any change in the financial condition, objects, constituencies or business of Guarantor, Company or Beneficiary, (iii) any change in the corporate existence, structure, form, name or ownership of Company or Guarantor or any dissolution, liquidation, reorganization, readjustment, merger,

spin-off, consolidation, transformation of corporate form, transfer of establishment or other alteration of the legal status or structure of Company or Guarantor, (iv) the bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting Company or its assets or any resulting release, stay or discharge of any Guaranteed Liabilities, (v) any transfer or purported transfer of any property to or from Company, Guarantor or any other person or entity, (vi) any lack or limitation of power, incapacity or disability on the part of Company or of its directors, partners or agents or any other irregularity, defect or informality on the part of Company in the Guaranteed Liabilities or (vii) the existence, validity, enforceability or perfection, or lack of any of the foregoing, of any collateral for any of the Guaranteed Liabilities or any negligence or mistake in handling, disposing of, obtaining or failing to collect or perfect a security interest in any collateral for the Guaranteed Liabilities. Guarantor further agrees and consents that Beneficiary may at any time and from time to time, without notice to or further consent of Guarantor (i) extend or otherwise change the time, manner or place of payment of, accelerate, add, accept, exchange, receive, realize upon, settle, perfect, extend, renew, pay compromise, discharge, release or surrender any collateral for or with respect to, or renew, any or all of the Guaranteed Liabilities, (ii) make any agreement with Company for the acceleration, addition, acceptance, exchange, receipt, realization, settlement, perfection, extension, renewal, payment, compromise, discharge, release or surrender thereof or composition, forbearance or concession in respect of any or all of the Guaranteed Liabilities, in whole or in part, or for any amendment, waiver or other modification of the terms of any or all of the Agreements or of the Guaranteed Liabilities, (iii) enter into any other current or future agreement between or among Beneficiary, Company and/or any other person or entity and (iv) apply all amounts at any time received from Company or from collateral with respect to the Guaranteed Liabilities as Beneficiary sees fit or change any such application in whole or in part from time to time as Beneficiary sees fit, without, in each of the foregoing cases referred to in clauses (i), (ii), (iii) and (iv) above, in any way affecting this Guaranty.

6. Independent Obligations; Subrogation. Guarantor's obligations under this Guaranty are independent of all obligations of Company to Beneficiary. Beneficiary shall not be required to proceed first against Company or any other person, firm or corporation or any assets thereof or collateral before proceeding against Guarantor under this Guaranty. Guarantor shall not be subrogated to any of the rights (or if subrogated by operation of law, such Guarantor hereby waives such rights to the extent permitted by applicable law) of Beneficiary as the result of any payment or enforcement of any of the Guaranteed Liabilities until all Guaranteed Liabilities (other than contingent indemnities not then due) have been paid in full (such date, the "Guaranteed Liabilities Full Payment Date"). If any amount shall be paid to Guarantor on account of subrogation at any time prior to the Guaranteed Liabilities Full Payment Date, such amount shall be held by Guarantor in trust for Beneficiary, segregated from other funds of Guarantor, and shall, forthwith upon receipt by Guarantor, be turned over to Beneficiary in the exact form received by Guarantor (duly endorsed by Guarantor to Beneficiary, if required) to be applied against the Guaranteed Liabilities, whether due or to become due, in such order as Beneficiary may determine. On the Guaranteed Liabilities Full Payment Date, Guarantor shall be subrogated to the rights of Beneficiary against Company with respect to any and all such payments made by Guarantor hereunder, and Beneficiary agrees to take such steps as Guarantor may reasonably request, at Guarantor's expense, to confirm and/or implement such subrogation rights.

7. No Exhaustion of Remedies; Cumulative Rights. Beneficiary is not bound or obligated to exhaust its recourse against Company or any other person or entity or any collateral it may hold or take any other action before being entitled to receive payment from Guarantor. Each and every right, remedy and power hereby granted to Beneficiary or afforded

it by applicable law or agreement shall be cumulative and not exclusive of any other and may be exercised by Beneficiary from time to time.

8. Notices. All notices and other communications under this Guaranty must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by telecopier (with written confirmation of receipt), provided that a copy is also mailed to such party, or (iii) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or by mailing, certified mail (return receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as either party may designate by notice to the other party):

If to Beneficiary: Ohio Edison Company  
76 South Main Street  
Akron, Ohio 44308  
Attn: Supervisor, Supplier Services  
Fax: 330-315-8664

If to Guarantor: PPL Energy Supply, LLC  
Two North Ninth Street  
Allentown, Pennsylvania 18101  
Attn: Credit Department  
Fax: 610-774-7413

Along with a copy for convenience to:

PPL Services Corp.  
Two North Ninth Street  
Allentown, Pennsylvania 18101  
Attn: Office of General Counsel  
Fax: 610-774-6726

9. Consequential Damages. Guarantor shall not be required to pay special, exemplary, punitive, consequential or indirect damages or opportunity costs or lost profits to Beneficiary except in each case to the extent that they constitute Guaranteed Liabilities that are required to be paid under the applicable Agreement(s).

10. Miscellaneous. This Guaranty and each of its provisions may be waived, modified or varied, in whole or in part, only pursuant to a duly authorized written instrument signed by an authorized officer of both Beneficiary and Guarantor. No failure by Beneficiary to exercise its rights under this Guaranty shall give rise to any estoppel against Beneficiary or excuse Guarantor from performing under this Guaranty. No waiver by Beneficiary of performance by Guarantor under any of the provisions of this Guaranty shall be construed as a waiver of any subsequent performance by Guarantor under the same or any other provisions of this Guaranty. The headings used in this Guaranty are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Guaranty. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Guaranty and shall be binding upon Guarantor as an original signature.

11. Successors; Assignment. This Guaranty shall be binding upon the successors and permitted assigns of Guarantor and inure to the benefit of Beneficiary and its successors and assigns. Guarantor shall not assign this Guaranty or delegate any of its duties hereunder without the express prior written consent of Beneficiary, which consent shall not be unreasonably withheld or delayed, and any such purported assignment without such consent shall be void.

12. Governing Law; Jurisdiction. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York (but not the law of conflicts of laws other than Sections 5-1401 and 5-1402 of the New York General Obligations Laws). Guarantor hereby submits to the exclusive jurisdiction of New York State and all federal courts located in the Borough of Manhattan in New York City over any disputes arising out of or relating to this Guaranty. Guarantor hereby irrevocably waives, to the fullest extent it may effectively do so, any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

13. Entire Agreement. This writing is the complete and exclusive statement of the terms of this Guaranty and supersedes all prior oral or written representations, understandings, and agreements between Beneficiary and Guarantor with respect to the subject matter hereof. Beneficiary and Guarantor agree that there are no conditions to the full effectiveness of this Guaranty.

14. Unenforceable Provisions. Any provision contained in this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Waiver of Jury Trial. GUARANTOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, OR PROCEEDING RELATING TO THIS GUARANTY.

*[Signature page follows]*

IN WITNESS WHEREOF, Guarantor has duly signed this Guaranty as of the first date written above.

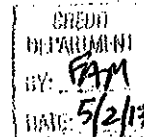
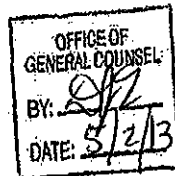
PPL Energy Supply, LLC

By: *Russell R. Clelland*

Name: Russell R. Clelland

Title: Assistant Treasurer & VP

*[Signature page to the PPL Guaranty]*





## GUARANTY

This Guaranty ("Guaranty"), dated as of May 2, 2013, is made by PPL Energy Supply, LLC, a Delaware limited liability company ("Guarantor"), in favor of The Toledo Edison Company, an Ohio company ("Beneficiary").

Guarantor enters into this Guaranty in consideration of and as an inducement for Beneficiary entering into agreements, prior to, on or after the date hereof, with PPL EnergyPlus, LLC, a Pennsylvania limited liability company ("Company"), a wholly-owned subsidiary of Guarantor, pursuant to which Company and Beneficiary have entered into or may enter into arrangements relating to Company's participation as a retail generation provider and power marketer in the electric service territory of the Beneficiary (collectively, the "Agreements"). Guarantor derives substantial direct and/or indirect benefit from the Agreements between Beneficiary and Company and the transactions thereunder and hereby acknowledges the same.

NOW, THEREFORE, intending to be legally bound hereby, Guarantor covenants and agrees as follows:

1. Guaranty. Guarantor hereby absolutely and unconditionally guarantees to Beneficiary, as primary obligor and not as a surety, the prompt and complete payment in immediately available funds in United States dollars when due of all obligations (present or future, direct or indirect, secured or unsecured, fixed or contingent and whether at stated maturity, acceleration or otherwise) that are now or may hereafter become due and payable from Company to Beneficiary in connection with the Agreements (including, without limitation, interest thereon and late charges as provided in the Agreements or other documents or instruments evidencing or pertaining to transactions thereunder, and all collection costs and documented, out-of-pocket legal and other fees and expenses incurred by Beneficiary in enforcing the obligations under this Guaranty (such costs and expenses collectively, "Enforcement Costs"); provided that Guarantor shall not be liable for any Enforcement Costs if it is ultimately determined that no payment with respect to which such enforcement was brought under this Guaranty is due) (collectively, the "Guaranteed Liabilities"). Notwithstanding anything to the contrary contained herein, in no event shall Guarantor's liability for Guaranteed Liabilities under this Guaranty exceed an aggregate amount equal to the sum of (i) USD 750,000.00 plus (ii) Enforcement Costs.

2. Term. This Guaranty shall be an absolute, unconditional and continuing guaranty of payment and not of collection, subject to termination as set forth herein. This Guaranty may be terminated by Guarantor at any time and for any reason upon fifteen (15) days prior written notice to Beneficiary; provided that any such termination of this Guaranty shall not affect Guarantor's obligation for Guaranteed Liabilities arising prior to the effective date of such termination (the "Termination Effective Date") or arising at any time on or after the Termination Effective Date pursuant to any transaction or agreement (however defined) entered into prior to the Termination Effective Date that has not been fully performed as of the Termination Effective Date.

3. Waivers of Notice; Certain Defenses; Reinstatement. Guarantor waives: (a) all defenses that it may have under applicable law as a guarantor or surety (other than any defenses and rights to setoff that Company is entitled to that arise out of the Agreements that

are not (i) otherwise expressly waived hereunder, (ii) waived under the Agreements or (iii) based upon the insolvency, bankruptcy, or reorganization of Company, the power or authority to enter into and perform under the Agreements, the unenforceability of, or illegality with respect to, the Agreements, any lack or limitation of status or of power, or any incapacity or disability of Company or any trustee or agent thereof, or the failure of Company to have authorized, or to have obtained any approval necessary to enter into or perform under, the Agreements) and (b) notice of acceptance, presentment, demand, dishonor, protest, any sale of collateral security and all other notices whatsoever, except for those expressly required hereunder. This Guaranty shall continue to be effective or be reinstated, as the case may be, without any release or discharge of any obligations if at any time any payment of any of the Guaranteed Liabilities is rescinded, avoided, recovered or must otherwise be returned by Beneficiary upon the insolvency, bankruptcy, or reorganization of Company, Guarantor or any other guarantor or any other person or entity or otherwise, all as though such payment had not been made.

4. Representations and Warranties. Guarantor hereby represents and warrants to Beneficiary as of the date hereof that:

A) Guarantor is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;

B) Guarantor has the power to execute, deliver and perform its obligations under this Guaranty, and it has taken all necessary action to authorize such execution, delivery and performance. Such execution, delivery and performance do not (i) violate or conflict with any law applicable to Guarantor, any provision of its constitutional documents, any order, decree, ruling, rule, promulgation or judgment of any court or other agency of government applicable to it or any of its assets or (ii) breach or constitute a default or event of default under, any agreement or instrument binding on or affecting it or any of its assets;

C) All governmental and other consents, approvals, authorizations, licenses, clearances, registrations and declarations that are required to have been obtained by Guarantor with respect to this Guaranty have been obtained and are in full force and effect and all conditions, if any, of all such consents, approvals, authorizations, licenses, clearances, registrations and declarations have been complied with or are continuing to be complied with (to the extent continuing compliance is required); and

D) Guarantor's obligations under this Guaranty constitute legal, valid and binding obligations, enforceable in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

5. Effect of Modifications. Guarantor acknowledges that its liability under this Guaranty shall be absolute and unconditional and, without limiting the generality of the foregoing, shall not be affected or impaired by (i) any force majeure (other than a force majeure under any Agreement that relieves Company of liability for the performance of any Guaranteed Liabilities) or act of government in relation to, or directly or indirectly affecting, any of the Agreements, the Guaranteed Liabilities, Company, Beneficiary or Guarantor, (ii) any change in the financial condition, objects, constituencies or business of Guarantor, Company or Beneficiary, (iii) any change in the corporate existence, structure, form, name or ownership of Company or Guarantor or any dissolution, liquidation, reorganization, readjustment, merger,

spin-off, consolidation, transformation of corporate form, transfer of establishment or other alteration of the legal status or structure of Company or Guarantor, (iv) the bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting Company or its assets or any resulting release, stay or discharge of any Guaranteed Liabilities, (v) any transfer or purported transfer of any property to or from Company, Guarantor or any other person or entity, (vi) any lack or limitation of power, incapacity or disability on the part of Company or of its directors, partners or agents or any other irregularity, defect or informality on the part of Company in the Guaranteed Liabilities or (vii) the existence, validity, enforceability or perfection, or lack of any of the foregoing, of any collateral for any of the Guaranteed Liabilities or any negligence or mistake in handling, disposing of, obtaining or failing to collect or perfect a security interest in any collateral for the Guaranteed Liabilities. Guarantor further agrees and consents that Beneficiary may at any time and from time to time, without notice to or further consent of Guarantor (i) extend or otherwise change the time, manner or place of payment of, accelerate, add, accept, exchange, receive, realize upon, settle, perfect, extend, renew, pay compromise, discharge, release or surrender any collateral for or with respect to, or renew, any or all of the Guaranteed Liabilities, (ii) make any agreement with Company for the acceleration, addition, acceptance, exchange, receipt, realization, settlement, perfection, extension, renewal, payment, compromise, discharge, release or surrender thereof or composition, forbearance or concession in respect of any or all of the Guaranteed Liabilities, in whole or in part, or for any amendment, waiver or other modification of the terms of any or all of the Agreements or of the Guaranteed Liabilities, (iii) enter into any other current or future agreement between or among Beneficiary, Company and/or any other person or entity and (iv) apply all amounts at any time received from Company or from collateral with respect to the Guaranteed Liabilities as Beneficiary sees fit or change any such application in whole or in part from time to time as Beneficiary sees fit, without, in each of the foregoing cases referred to in clauses (i), (ii), (iii) and (iv) above, in any way affecting this Guaranty.

6. Independent Obligations; Subrogation. Guarantor's obligations under this Guaranty are independent of all obligations of Company to Beneficiary. Beneficiary shall not be required to proceed first against Company or any other person, firm or corporation or any assets thereof or collateral before proceeding against Guarantor under this Guaranty. Guarantor shall not be subrogated to any of the rights (or if subrogated by operation of law, such Guarantor hereby waives such rights to the extent permitted by applicable law) of Beneficiary as the result of any payment or enforcement of any of the Guaranteed Liabilities until all Guaranteed Liabilities (other than contingent indemnities not then due) have been paid in full (such date, the "Guaranteed Liabilities Full Payment Date"). If any amount shall be paid to Guarantor on account of subrogation at any time prior to the Guaranteed Liabilities Full Payment Date, such amount shall be held by Guarantor in trust for Beneficiary, segregated from other funds of Guarantor, and shall, forthwith upon receipt by Guarantor, be turned over to Beneficiary in the exact form received by Guarantor (duly endorsed by Guarantor to Beneficiary, if required) to be applied against the Guaranteed Liabilities, whether due or to become due, in such order as Beneficiary may determine. On the Guaranteed Liabilities Full Payment Date, Guarantor shall be subrogated to the rights of Beneficiary against Company with respect to any and all such payments made by Guarantor hereunder, and Beneficiary agrees to take such steps as Guarantor may reasonably request, at Guarantor's expense, to confirm and/or implement such subrogation rights.

7. No Exhaustion of Remedies; Cumulative Rights. Beneficiary is not bound or obligated to exhaust its recourse against Company or any other person or entity or any collateral it may hold or take any other action before being entitled to receive payment from Guarantor. Each and every right, remedy and power hereby granted to Beneficiary or afforded

it by applicable law or agreement shall be cumulative and not exclusive of any other and may be exercised by Beneficiary from time to time.

8. Notices. All notices and other communications under this Guaranty must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by telecopier (with written confirmation of receipt), provided that a copy is also mailed to such party, or (iii) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) or by mailing, certified mail (return receipt requested), in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as either party may designate by notice to the other party):

If to Beneficiary:      The Toledo Edison Company  
76 South Main Street  
Akron, Ohio 44308  
Attn: Supervisor, Supplier Services  
Fax: 330-315-8664

If to Guarantor:      PPL Energy Supply, LLC  
Two North Ninth Street  
Allentown, Pennsylvania 18101  
Attn: Credit Department  
Fax: 610-774-7413

Along with a copy for convenience to:

PPL Services Corp.  
Two North Ninth Street  
Allentown, Pennsylvania 18101  
Attn: Office of General Counsel  
Fax: 610-774-6726

9. Consequential Damages. Guarantor shall not be required to pay special, exemplary, punitive, consequential or indirect damages or opportunity costs or lost profits to Beneficiary except in each case to the extent that they constitute Guaranteed Liabilities that are required to be paid under the applicable Agreement(s).

10. Miscellaneous. This Guaranty and each of its provisions may be waived, modified or varied, in whole or in part, only pursuant to a duly authorized written instrument signed by an authorized officer of both Beneficiary and Guarantor. No failure by Beneficiary to exercise its rights under this Guaranty shall give rise to any estoppel against Beneficiary or excuse Guarantor from performing under this Guaranty. No waiver by Beneficiary of performance by Guarantor under any of the provisions of this Guaranty shall be construed as a waiver of any subsequent performance by Guarantor under the same or any other provisions of this Guaranty. The headings used in this Guaranty are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Guaranty. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Guaranty and shall be binding upon Guarantor as an original signature.

11. Successors; Assignment. This Guaranty shall be binding upon the successors and permitted assigns of Guarantor and inure to the benefit of Beneficiary and its successors and assigns. Guarantor shall not assign this Guaranty or delegate any of its duties hereunder without the express prior written consent of Beneficiary, which consent shall not be unreasonably withheld or delayed, and any such purported assignment without such consent shall be void.

12. Governing Law; Jurisdiction. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York (but not the law of conflicts of laws other than Sections 5-1401 and 5-1402 of the New York General Obligations Laws). Guarantor hereby submits to the exclusive jurisdiction of New York State and all federal courts located in the Borough of Manhattan in New York City over any disputes arising out of or relating to this Guaranty. Guarantor hereby irrevocably waives, to the fullest extent it may effectively do so, any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

13. Entire Agreement. This writing is the complete and exclusive statement of the terms of this Guaranty and supersedes all prior oral or written representations, understandings, and agreements between Beneficiary and Guarantor with respect to the subject matter hereof. Beneficiary and Guarantor agree that there are no conditions to the full effectiveness of this Guaranty.

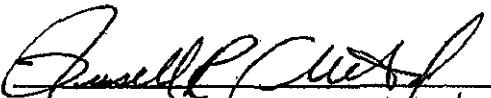
14. Unenforceable Provisions. Any provision contained in this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15. Waiver of Jury Trial. GUARANTOR WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, OR PROCEEDING RELATING TO THIS GUARANTY.

*[Signature page follows]*

IN WITNESS WHEREOF, Guarantor has duly signed this Guaranty as of the first date written above.

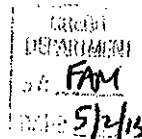
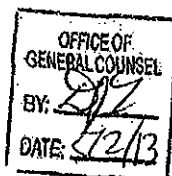
PPL Energy Supply, LLC

By: 

Name: Russell R. Clelland

Title: Assistant Treasurer & VP

*[Signature page to the PPL Guaranty]*



Talen Energy Marketing, LLC

**C-5    Exhibit C-5 “Forecasted Financial Statements,”** provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant’s CRES operation, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer.

Please see attached the attached Ohio Sales Projections prepared by:

Yogesh Phadnis  
835 Hamilton Street, Suite 150  
Allentown, PA 18101  
Email: [Yogesh.Phadnis@talenenergy.com](mailto:Yogesh.Phadnis@talenenergy.com)>  
Telephone: 610-601-0208

Talen Energy Marketing, LLC

**C-6**    **Exhibit C-6 “Credit Rating,”** provide a statement disclosing the applicant’s credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody’s Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant’s parent or affiliate organization that guarantees the obligations of the applicant.

Talen Energy Supply, LLC, (formerly PPL Energy Supply, LLC) which has credit ratings on its long-term unsecured debt, shall guarantee the payment obligations of its direct subsidiary, Talen Energy Marketing, LLC. Please refer to Exhibit C-4 containing guaranties issued by PPL Energy Supply, LLC in favor of four Ohio EDCs, and letters from three Ohio EDCs stating that Talen Energy Marketing has provided the necessary collateral to meet their credit requirements.

Talen Energy Marketing, LLC (DUNS Number: 04-741-4524), is not rated and financials are part of Talen Energy Supply.

[About Moody's](#) | [Careers](#) | [Regulatory Affairs](#) | [Terms of Use](#) | [Contact Us](#)
 [GO](#)
[M](#) [Welcome Mary Beth Gerancher](#) | [Profile](#)
[Research & Ratings](#)[Products & Solutions](#)[News & Events](#)[My Portfolios](#) | [My Alerts](#) | [My Events](#) | [Log Out](#)

## Talen Energy Supply, LLC

Ticker: **PPL** Moody's Org ID: **600061561** Market Segment: **Corporates** Industry: **ENERGY: UNREG - ELECTRIC PRODUCTION**  
 Peer Group: **Unreg Utilities and Unreg Power Companies** Domicile: **UNITED STATES**

ANALYST

 Analyst: **Laura Schumacher**
**LONG TERM RATING**

Rating: **B1**, Not on Watch  
 Type: **LT Corporate Family Ratings**  
 Date: **07 Dec 2016**

**SHORT TERM RATING**

Rating: **SGL-2**, Not on Watch  
 Type: **Speculative Grade Liquidity Rating**  
 Date: **07 Dec 2016**

**OUTLOOK**

Stable  
 Date: **07 Dec 2016**

**OTHER DEBTS ON WATCH?**

No

Research	Ratings	Family Tree	Peer Group	Market Signals
<a href="#">Rating Class Detail</a>   <a href="#">Debt List</a>   <a href="#">Issuer Outlook</a> <span style="float: right;"><a href="#">Export</a> <a href="#">Results: 9</a></span>				
Class ▲	Rating	Rating Action	Date	
Probability of Default	B1-PD	Downgrade	07 Dec 2016	
LT Corporate Family Ratings	B1	Downgrade	07 Dec 2016	
Senior Secured Bank Credit Facility (Domestic)	Ba1	Downgrade	07 Dec 2016	
Senior Unsecured (Domestic)	Ba3/B3	Upgrade	07 Dec 2016	
LT IRB/PC (Domestic)	Ba3	Upgrade	07 Dec 2016	
Speculative Grade Liquidity Rating	SGL-2	RATING AFFIRMATION	07 Dec 2016	
LGD Senior Secured Bank Credit Facility (Domestic)	LGD2 - 12%	Downgrade	07 Dec 2016	
LGD Senior Unsecured (Domestic)	LGD3 - 41%/LGD5 - 77%	Upgrade	07 Dec 2016	
LGD LT IRB/PC (Domestic)	LGD3 - 41%	Upgrade	07 Dec 2016	

Rating Class History: Probability of Default				
<span style="float: right;"><a href="#">Export</a> <a href="#">Results: 7</a></span>				
Date	Currency	Rating	Rating Action	
07 Dec 2016		B1-PD	Downgrade	
03 Jun 2016		Ba3-PD	On Watch - Possible Downgrade	
21 Mar 2016		Ba3-PD	Downgrade	
13 Oct 2015		Ba2-PD	RATING AFFIRMATION	
25 Aug 2015		Ba2-PD	RATING AFFIRMATION	
11 May 2015		Ba2-PD	Downgrade	
24 Jun 2014		Ba1-PD	New	

For credit ratings that are derived exclusively from an existing credit rating of a program, series, category/class of debt, support provider or primary rated entity, or that replace a previously assigned provisional rating at the same rating level, Moody's publishes a rating announcement on that series, category/class of debt or program as a whole, on the support provider or primary rated entity, or on the provisional rating, but often does not publish a specific rating announcement on each subsequent bond or note for which the credit rating is derived from the existing credit rating. Rating announcements are usually press releases classified as Rating Actions on [www.moody's.com](http://www.moody's.com). Please refer to the Research tab on the issuer/entity page for the rating announcement.

**Moody's Integrity Hotline**

EU  
 001-800-506-1440

[Browse By](#)

[Home](#)  
[Research & Ratings](#)

[Contact Us](#)

[Help & Support](#)  
[Contact Us](#)

[Terms & Conditions](#)

[Terms of Use](#)  
[Privacy Policy](#)

Display results for which I am: Entitled & Not Entitled

ENTITY SEARCH RESULTS

You searched Entity & Research (Title) for: Taken Energy Supply

☐ Add All    To Portfolio    ADD

Total Results: 1

Description

☐ Taken Energy Supply LLC

Sector

Corporates;  
Infrastructure

Sub Sector

Utilities; Power  
Generation and  
Transmission

Debt Type

Issuer Credit Rating

B+

Local  
Currency

LT Rating

Date

13-Oct-2015

Local  
Currency

LT

Outlook

Stable

Local  
Currency

LT

Outlook

13-Oct-2015

Local  
Currency

ST Rating

Date

28-May-2015

Local  
Currency

ST Rating

Date

28-May-2015

Local  
Currency

ST

Outlook

NM

Local  
Currency

ST

Outlook

28-May-2015

SF Recovery Analytics

Foreign  
Currency

LT Rating

Date

13-Oct-2015

Foreign  
Currency

LT

Outlook

Stable

Credit Health Panel

Foreign  
Currency

LT

Outlook

Stable

Page 1 of 1

\* Select search results to view all applicable ratings

RESEARCH SEARCH RESULTS

Research: Narrow By Category

Article Type

Article Subject

Sector

Sub-sector

Region

Country

State

Article Date

Author

You searched Entity & Research (Title) for: Taken Energy Supply

Refine Search:

☐ Add All    Add To My Research

Total Results: 7

Date

Title

13-Dec-2016

19-Jun-2016

06-Oct-2016

03-Jun-2016

13-Oct-2015

21-Jul-2015

13-Oct-2015

Research Update: Taken Energy Supply LLC Issue Ratings Raised; Recovery Ratings Changed; Outlook Stable

Recovery Report: Taken Energy Supply LLC's Recovery Rating Profile

Taken Energy Supply LLC \$600 Million Term Loan Rated 'BB' (Recovery Rating: '1')

Research Update: Taken Energy Supply LLC Ratings Affirmed On Acquisition

Taken Energy Supply launches \$400M TLB for buy of Mach Gen assets

Research Update: Taken Energy Supply LLC Ratings Placed On CreditWatch Negative On Acquisition Announcement

Research Update: Taken Energy Supply LLC Downgraded To 'B+' On Weaker Financial Measures, Outlook Stable; New Debt Rated

Article Type

Research Update

Full Analyses

News

Research Update

LCO

Research Update

Research Update

Industry/Org

Power Companies

Power Companies

Power Companies

Power Companies

Power Companies

Power Companies

Power Companies

Talen Energy Marketing, LLC

**C-7    Exhibit C-7 “Credit Report,”** provide a copy of the applicant’s credit report from Experion, Dun and Bradstreet or a similar organization.

See attached.

## Live Report : TALEN ENERGY MARKETING, LLC

D-U-N-S® Number: 04-741-4524

Trade Names: (SUBSIDIARY OF TALEN ENERGY SUPPLY, LLC, ALLENTOWN, PA)

Endorsement/Billing Reference: lori.lawler@talenergy.com

### D&B Address

Address 835 Hamilton St Ste 150  
Allentown, PA, US - 18101

Phone 610 774-5151

Fax

Location Type Headquarters (Subsidiary)

Web www.pplenergyplus.com

Added to Portfolio: 04/04/2007






Last View Date: 03/23/2017

Endorsement : lori.lawler@talenergy.com

## Company Summary

Currency: Shown in USD unless otherwise indicated

### Score Bar

D&B Viability Rating		<a href="#">View More Details</a>
Financial Stress Score	 1383	Moderate to High Risk of severe financial stress.
PAYDEX®	 79	Paying 2 days past due
Commercial Credit Score Class	 3	Moderate Risk of severe payment delinquency.
Financial Stress Score Class	 4	Moderate to High Risk of severe financial stress.
D&B Rating	---	Unavailable.
Credit Limit - D&B Conservative	1,000,000.00	Based on profiles of other similar companies.

### D&B 3-month PAYDEX®

3-month D&B PAYDEX®: 79 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers  
average 2 Days Beyond Terms

### D&B PAYDEX®

D&B PAYDEX® 79 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers  
average 2 days beyond terms

### D&B Company Overview

This is a headquarters (subsidiary) location

Branch(es) or Division(s) exist Y

Chief Executive ROBERT D  
GABBARD, PRES

Year Started 1998

Management Control 2008

Employees 2182

### Public Filings

The following data includes both open and closed filings  
found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	1	12/07/16

## Live Report : TALEN ENERGY MARKETING, LLC

D-U-N-S® Number: 04-741-4524

Trade Names: (SUBSIDIARY OF TALEN ENERGY SUPPLY, LLC, ALLENTOWN, PA)






Endorsement/Billing Reference: lori.lawler@talenenergy.com

<b>D&amp;B Address</b>		<b>Added to Portfolio:</b> 04/04/2007
<b>Address</b> 835 Hamilton St Ste 150 Allentown, PA, US - 18101	<b>Location Type</b> Headquarters (Subsidiary)	<b>Last View Date:</b> 03/23/2017
<b>Phone</b> 610 774-5151	<b>Web</b> www.pplenergyplus.com	<b>Endorsement :</b> lori.lawler@talenenergy.com
<b>Fax</b>		

## Company Summary

Currency: Shown in USD unless otherwise indicated

### Score Bar

<b>D&amp;B Viability Rating</b>			<a href="#">View More Details</a>
<b>Financial Stress Score</b>		<b>1383</b>	Moderate to High Risk of severe financial stress.
<b>PAYDEX®</b>		<b>79</b>	Paying 2 days past due
<b>Commercial Credit Score Class</b>		<b>3</b>	Moderate Risk of severe payment delinquency.
<b>Financial Stress Score Class</b>		<b>4</b>	Moderate to High Risk of severe financial stress.
<b>D&amp;B Rating</b>		<b>--</b>	Unavailable.
<b>Credit Limit - D&amp;B Conservative</b>		<b>1,000,000.00</b>	Based on profiles of other similar companies.

### D&B 3-month PAYDEX®

**3-month D&B PAYDEX®:** 79 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 2 Days Beyond Terms

### D&B PAYDEX®

**D&B PAYDEX®** 79 

Lowest Risk:100;Highest Risk :1

When weighted by amount, Payments to suppliers average 2 days beyond terms

### D&B Company Overview

This is a headquarters (subsidiary) location

Branch(es) or Division(s) exist Y

<b>Chief Executive</b>	ROBERT D GABBARD, PRES
<b>Year Started</b>	1998
<b>Management Control</b>	2008
<b>Employees</b>	2182

### Public Filings

The following data includes both open and closed filings found in D&amp;B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	1	12/07/16

	(UNDETERMINED Here)
<b>Financing</b>	<b>SECURED</b>
<b>SIC</b>	4911
<b>Line of business</b>	Electric services
<b>NAICS</b>	221122
<b>History Status</b>	CLEAR

Suits	1	04/04/13
UCCs	3	06/18/15

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

#### Financial Stress Score Class

#### Commercial Credit Score Class

**Commercial Credit Score Class: 3**

Lowest Risk:1;Highest Risk :5

**Financial Stress Score Class: 4**

Lowest Risk:1;Highest Risk :5

## Corporate Linkage

### Domestic Ultimate

Company	City , State	D-U-N-S® NUMBER
TALEN ENERGY CORPORATION	ALLENTOWN , Pennsylvania	07-970-7054

### Parent

Company	City , State	D-U-N-S® NUMBER
TALEN ENERGY SUPPLY, LLC	ALLENTOWN , Pennsylvania	06-655-2626


### Subsidiaries (Domestic)

Company	City , State	D-U-N-S® NUMBER
TALEN ENERGY SERVICES GROUP, LLC.	ALLENTOWN , Pennsylvania	01-522-1703
TALEN TREASURE STATE, LLC	ALLENTOWN , Pennsylvania	80-886-5013

### Affiliates (Domestic)





Company	City , State	D-U-N-S® NUMBER
BRUNNER ISLAND, LLC	ALLENTOWN , Pennsylvania	14-351-3583
TALEN GENERATION, LLC	ALLENTOWN , Pennsylvania	14-495-6252
MONTOUR, LLC	ALLENTOWN , Pennsylvania	14-497-3083
TALEN ENERGY SERVICES NORTHEAST, INC	ROCKY HILL , Connecticut	79-545-1475
TALEN SPECTRUM, INC	ALLENTOWN , Pennsylvania	83-881-8607
TOPAZ POWER GROUP, LLC	ALLENTOWN , Pennsylvania	62-448-8669
SAPPHIRE POWER LLC	AUSTIN , Texas	03-528-1874
RAVEN POWER FINANCE LLC	AUSTIN , Texas	07-861-2047
MACH GEN, LLC	ATHENS , New York	79-893-9380
RAVEN POWER GROUP LLC	AUSTIN , Texas	07-861-1996
RAVEN POWER OPERATING LLC	BALTIMORE , Maryland	08-763-3933

## Predictive Scores

Currency: Shown in USD unless otherwise indicated 

### D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

	<b>Viability Score</b>	Lowest Risk:1	Highest Risk:9
<b>Compared to All US Businesses within the D&amp;B Database:</b> <ul style="list-style-type: none"> <li>• Level of Risk: <b>Low Risk</b></li> <li>• Businesses ranked 3 have a probability of becoming no longer viable: <b>3 %</b></li> <li>• Percentage of businesses ranked 3: <b>15 %</b></li> <li>• Across all US businesses, the average probability of becoming no longer viable: <b>14 %</b></li> </ul>			
	<b>Portfolio Comparison</b>	Lowest Risk:1	Highest Risk:9
<b>Compared to All US Businesses within the same MODEL SEGMENT:</b> <ul style="list-style-type: none"> <li>• Model Segment : <b>Established Trade Payments</b></li> <li>• Level of Risk: <b>Low Risk</b></li> <li>• Businesses ranked 4 within this model segment have a probability of becoming no longer viable: <b>4 %</b></li> <li>• Percentage of businesses ranked 4 with this model segment: <b>11 %</b></li> <li>• Within this model segment, the average probability of becoming no longer viable: <b>5 %</b></li> </ul>			
	<b>Data Depth Indicator</b>	Predictive Data:A	Descriptive Data:G
<b>Data Depth Indicator:</b> <ul style="list-style-type: none"> <li>✓ Rich Firmographics</li> <li>✓ Extensive Commercial Trading Activity</li> <li>✓ Basic Financial Attributes</li> </ul> <p>Greater data depth can increase the precision of the D&amp;B Viability Rating assessment.</p>			
	<b>Company Profile</b>	<b>Subsidiary</b>	

### Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

#### D&B Rating Key

D&B Rating : --

The Rating was changed on February 13, 2017 because of D & B's overall assessment of the company's financial, payment and history information.

The blank rating symbol should not be interpreted as indicating that credit should be denied. It simply means that the information available to D&B does not permit us to classify the company within our rating key and that further enquiry should be made before reaching a decision. Some reasons for using a "-" symbol include: deficit net worth, bankruptcy proceedings, insufficient payment information, or incomplete history information.

Below is an overview of the company's rating history since 04-11-2008

Number of Employees Total:

2,182 (UNDETERMINED here)

D&B Rating	Date Applied
------------	--------------

--	02-13-2017
----	------------

1R3	10-22-2015
-----	------------

--	06-09-2015
----	------------

1R3	03-09-2015
-----	------------

--	10-14-2014
----	------------

1R3	04-19-2011
-----	------------

--	04-11-2008
----	------------

Payment Activity:	(based on 15 experiences)
-------------------	---------------------------

Average High Credit:	933,931
----------------------	---------

Highest Credit:	6,000,000
-----------------	-----------

Total Highest Credit:	10,273,950
-----------------------	------------

#### D&B Credit Limit Recommendation

Conservative credit Limit	1,000,000
---------------------------	-----------

Aggressive credit Limit:	1,000,000
--------------------------	-----------

Risk category for this business : **LOW**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limits. See Help for details.

#### Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files.

The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

**Financial Stress Class : 4** (Lowest Risk:1; Highest Risk:5)

Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

#### Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.84 %** (84 per 10,000)

Financial Stress National Percentile : **5** (Highest Risk: 1; Lowest Risk: 100)

Financial Stress Score : **1383** (Highest Risk: 1,001; Lowest Risk: 1,875)

Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

Low proportion of satisfactory payment experiences to total payment experiences.

High proportion of slow payment experiences to total number of payment experiences.

UCC Filings reported.

High number of inquiries to D & B over last 12 months.  
Limited time under present management control

**Notes:**

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.  
The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.  
The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.  
The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	5
Region: MIDDLE ATLANTIC	44
Industry: INFRASTRUCTURE	43
Employee range: 500+	61
Years in Business: 6-10	43

This Business has a Financial Stress Percentile that shows:

Higher risk than other companies in the same region.  
Higher risk than other companies in the same industry.  
Higher risk than other companies in the same employee size range.  
Higher risk than other companies with a comparable number of years in business.

**Credit Score Summary**

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 3 for this company shows that 5.8% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

**Credit Score Class : 3** Lowest Risk:1;Highest Risk :5

**Incidence of Delinquent Payment**

Among Companies with this Classification: **5.80 %**  
Average compared to businesses in D&B's database: **10.20 %**  
Credit Score Percentile : **69** (Highest Risk: 1; Lowest Risk: 100)  
Credit Score : **527** (Highest Risk: 101; Lowest Risk:670)

**The Credit Score Class of this business is based on the following factors:**

Proportion of slow payments in recent months  
Limited time under present management control  
Proportion of past due balances to total amount owing  
Evidence of open suits and liens

**Notes:**

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.  
The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.  
The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.  
The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
-------	------------

This Business	69
Region: MIDDLE ATLANTIC	51
Industry: INFRASTRUCTURE	32
Employee range: 500-38527	84
Years in Business: 6-10	43

This business has a Credit Score Percentile that shows:

Lower risk than other companies in the same region.

Lower risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Lower risk than other companies with a comparable number of years in business.


## Trade Payments

Currency: Shown in USD unless otherwise indicated 

### D&B PAYDEX®


The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trade references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

**Current PAYDEX is**            **79**    Equal to 2 days beyond terms ( Pays more promptly than the average for its industry of 8 days beyond terms )  
**Industry Median is**        **75**    Equal to 8 days beyond terms  
**Payment Trend currently is**  Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	15
Payments Within Terms (not weighted)	66 %
Trade Experiences with Slow or Negative Payments(%)	40.00%
Total Placed For Collection	0
High Credit Average	933,931
Largest High Credit	6,000,000
Highest Now Owing	6,000,000
Highest Past Due	10,000

**D&B PAYDEX® : 79**  (Lowest Risk:100; Highest Risk:1)

When weighted by amount, payments to suppliers average 2 days beyond terms

**3-Month D&B PAYDEX® : 79**  (Lowest Risk:100; Highest Risk:1)

Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 2 days beyond terms

### D&B PAYDEX® Comparison

## Current Year

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Electric services , based on SIC code 4911 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	4/16	5/16	6/16	7/16	8/16	9/16	10/16	11/16	12/16	1/17	2/17	3/17
<b>This Business</b>	80	80	80	80	80	80	78	78	78	78	78	79
<b>Industry Quartiles</b>												
Upper	.	.	79	.	.	78	.	.	78	.	.	.
Median	.	.	75	.	.	75	.	.	75	.	.	.
Lower	.	.	69	.	.	69	.	.	69	.	.	.

Current PAYDEX for this Business is 79 , or equal to 2 days beyond terms  
The 12-month high is 80 , or equal to GENERALLY WITHIN terms  
The 12-month low is 78 , or equal to 3 DAYS BEYOND terms

## Previous Year

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Electric services , based on SIC code 4911 .

<b>Previous Year</b>	<b>03/15 Q1'15</b>	<b>06/15 Q2'15</b>	<b>09/15 Q3'15</b>	<b>12/15 Q4'15</b>
<b>This Business</b>	UN	78	80	80
<b>Industry Quartiles</b>				
Upper	78	78	78	78
Median	75	75	75	75
Lower	69	68	69	69

Based on payments collected over the last 4 quarters.

Current PAYDEX for this Business is 79 , or equal to 2 days beyond terms  
The present industry median Score is 75 , or equal to 8 days beyond terms  
Industry upper quartile represents the performance of the payers in the 75th percentile  
Industry lower quartile represents the performance of the payers in the 25th percentile

## Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

<b>\$ Credit Extended</b>	<b># Payment Experiences</b>	<b>Total Amount</b>	<b>% of Payments Within Terms</b>
Over 100,000	3	10,250,000	99%
50,000-100,000	0	0	0%
15,000-49,999	0	0	0%
5,000-14,999	2	17,500	79%
1,000-4,999	3	4,500	22%
Under 1,000	3	1,250	40%

Based on payments collected over last 24 months.

All Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

## Payment Summary

There are 15 payment experience(s) in D&Bs file for the most recent 24 months, with 5 experience(s) reported during the last three month period.

The highest Now Owes on file is 6,000,000 . The highest Past Due on file is 10,000

Below is an overview of the companys currency-weighted payments, segmented by its suppliers primary industries:

	Total Rev'd (#)	Total Amts	Largest-High Credit	Within Terms (%)	Days Slow <31 31-60 61-90 90+ (%) (%) (%) (%)			
Top Industries								
Railroad	2	4,010,000	4,000,000	100	0	0	0	0
Natural gas distrib	1	6,000,000	6,000,000	100	0	0	0	0
Engineering services	1	250,000	250,000	50	0	0	50	0
Whol electrical equip	1	7,500	7,500	50	0	0	0	50
Trucking non-local	1	2,500	2,500	0	0	50	50	0
Whol const/mine equip	1	1,000	1,000	100	0	0	0	0
Electric services	1	1,000	1,000	0	100	0	0	0
Public finance	1	500	500	0	100	0	0	0
Misc business service	1	500	500	50	50	0	0	0
Lithographic printing	1	250	250	100	0	0	0	0
Other payment categories								
Cash experiences	4	700	500					
Payment record unknown	0	0	0					
Unfavorable comments	0	0	0					
Placed for collections	0	N/A	0					
Total in D&B's file	15	10,273,950	6,000,000					

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Indications of slowness can be result of dispute over merchandise, skipped invoices etc.

## Detailed payment history for this company

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale Within (month)
02/17	Ppt	6,000,000	6,000,000	0		1 mo
01/17	Ppt	4,000,000	1,000,000	0		1 mo
	Ppt	10,000	0	0		6-12 mos
	Ppt-Slow 90	250,000	90,000	10,000		1 mo
	Ppt-Slow 110	7,500	0	0		2-3 mos
09/16	(006) Cash own option	500			Cash account	1 mo
	(007)	100			Cash account	6-12 mos
07/16	(008)	50			Cash account	1 mo
	(009)	50			Cash account	1 mo
01/16	Slow	500				1 mo
11/15	Ppt	250				6-12 mos
	Slow 30	1,000	1,000			
08/15	Slow 60-90	2,500	0	0		6-12 mos

06/15	Ppt-Slow 30	500	250	0	1 mo
04/15	Ppt	1,000	0	0	6-12 mos

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

## Public Filings

Currency: Shown in USD unless otherwise indicated 

### Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	1	12/07/16
Suits	1	04/04/13
UCCs	3	06/18/15

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

### Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	3,313 ( CERT DEBT )
Status	Open
DOCKET NO.	DJ 226451 16
Type	State Tax
Filed By	DIV OF EMPLOYER ACCOUNTS
Against	TALEN ENERGY MARKETING LLC
Where Filed	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ
Date Status Attained	12/07/16
Date Filed	12/07/16
Latest Info Received	12/12/16

### Suits

Status	Pending
DOCKET NO.	201300400683
Plaintiff	GONZALEZ, MARIO, BETHLEHEM, PA
Defendant	PP & L ENERGY PLUS, LLC AND OTHERS
Cause	Negligence
Where filed	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA
Date status attained	04/04/13
Date filed	04/04/13
Latest Info Received	06/24/14

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

## UCC Filings

<b>Collateral</b>	All Assets and proceeds
<b>Type</b>	Original
<b>Sec. Party</b>	CITIBANK, N.A., AS COLLATERAL TRUSTEE, GETZVILLE, NY
<b>Debtor</b>	PPL ENERGYPLUS, LLC
<b>Filing No.</b>	2015060209653
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, HARRISBURG, PA
<b>Date Filed</b>	2015-06-01
<b>Latest Info Received</b>	06/09/15

<b>Type</b>	Amendment
<b>Sec. Party</b>	CITIBANK, N.A., AS COLLATERAL TRUSTEE, GETZVILLE, NY
<b>Debtor</b>	PPL ENERGYPLUS, LLC and OTHERS
<b>Filing No.</b>	2015062203324
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, HARRISBURG, PA
<b>Date Filed</b>	2015-06-18
<b>Latest Info Received</b>	06/30/15
<b>Original UCC Filed Date</b>	2015-06-01
<b>Original Filing No.</b>	2015060209653

<b>Collateral</b>	Accounts receivable including proceeds and products
<b>Type</b>	Original
<b>Sec. Party</b>	MIDWEST INDEPENDENT TRANSMISSION SYSTEM OPERATOR, INC., CARMEL, IN
<b>Debtor</b>	PPL ENERGYPLUS, LLC
<b>Filing No.</b>	2009102806037
<b>Filed With</b>	SECRETARY OF STATE/UCC DIVISION, HARRISBURG, PA
<b>Date Filed</b>	2009-10-28
<b>Latest Info Received</b>	11/03/09

## Government Activity

### Activity summary


Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

### Possible candidate for socio-economic program consideration

Labour Surplus Area	YES (2017)
Small Business	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

## Special Events

Currency: Shown in USD unless otherwise indicated 

### Special Events

02/13/2017

A Rating change has occurred on this company.

## History & Operations

Currency: Shown in USD unless otherwise indicated 

### Company Overview

<b>Company Name:</b>	TALEN ENERGY MARKETING, LLC
<b>Doing Business As :</b>	(SUBSIDIARY OF TALEN ENERGY SUPPLY, LLC, ALLENTOWN, PA)
<b>Street Address:</b>	835 Hamilton St Ste 150 Allentown , PA 18101
<b>Phone:</b>	610 774-5151
<b>URL:</b>	<a href="http://www.pptenergyplus.com">http://www.pptenergyplus.com</a>
<b>History</b>	Is clear
<b>Present management control</b>	9 years

### History

The following information was reported: 01/30/2017

**Officer(s):** ROBERT D GABBARD, PRES  
GENE L ALESSANDRINI, V PRES  
ELIZABETH S DUANE, SEC  
MARK F WILTEN, TREAS

**DIRECTOR(S) :** THE OFFICER(S)

The Pennsylvania Secretary of State's business registrations file showed that Talen Energy Marketing, LLC was registered as a Limited Liability Company on August 28, 1998.

The name was changed from PP & L Energyplus Co LLC to PP & L Energyplus Co by charter amendment.

The name was changed from PP & L Energyplus Co to PPL Energyplus, LLC by charter amendment.

The name was changed from PPL Energyplus, LLC to Talen Energy Marketing, LLC by charter amendment on June 1, 2015.

While this company is a Limited Liability Company, the members have elected to use officer titles to denote the area of responsibility.

Business started Aug 1998 by PPL Corporation. Present control succeeded 2008.

#### COMPANY HISTORY :

On December 9, 2011, sources stated that PPL EnergyPlus LLC, an unregulated subsidiary of PPL Corporation, has acquired General Mechanical Group Inc., Clifton, NY, on January 28, 2002. With this acquisition, General Mechanical Group Inc. became a wholly-owned subsidiary of PPL EnergyPlus LLC. In 2008, General Mechanical Group is fully operating as General Mechanical Systems, Inc. Although this company operates as a Limited Liability Company, the members have elected to use officer titles to denote areas of responsibility.

In June 2014 PPL Corporation and Riverstone Holdings LLC announced an agreement to combine their merchant power generation businesses into a new stand-alone, publicly traded independent power producer named Talen Energy Corporation. PPL Corporation will spin off PPL Energy Supply LLC, the parent company of PPL Generation, LLC and PPL EnergyPlus, LLC to Talen.

On June 1, 2015 the previously announced spinoff of PPL Corporations competitive power generation business, PPL Energy Supply, LLC, and subsequent contribution of the competitive power generation business owned by RJS Generation Holdings LLC and its subsidiaries by affiliates of Riverstone Holdings LLC to form Talen Energy Corporation, an independent, publicly traded company listed on the New York Stock Exchange, was

completed.

ROBERT D GABBARD. Antecedents not available.

GENE L ALESSANDRINI. Antecedents not available.

ELIZABETH S DUANE. Antecedents not available.

MARK F WILTEN. Antecedents not available.

Business address has changed from Two North Ninth St, Allentown, PA, 18101 to 835 Hamilton St Ste 150, Allentown, PA, 18101.

## Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF

Mar 17 2017

**Registered Name:** Talen Energy Marketing, LLC  
**Business type:** LIMITED LIABILITY COMPANY  
**State of incorporation:** PENNSYLVANIA  
**Filing date:** Aug 28 1998  
**Registration ID:** 2833881  
**Duration:** PERPETUAL  
**Status:** ACTIVE  
**Where filed:** SECRETARY OF STATE/CORPORATIONS DIVISION , HARRISBURG , PA  
**Principals:** ROBERT D GABBARD PRESIDENT 2 N 9TH ST ALLENTOWN PA 181013900  
ELIZABETH S DUANE SECRETARY 2 N 9TH ST ALLENTOWN PA 181013900  
MARK F WILTEN TREASURER 2 N 9TH ST ALLENTOWN PA 181013900  
GENE L ALESSANDRINI VICE PRESIDENT 2 N 9TH ST ALLENTOWN PA 181013900

## Operations

01/30/2017

Subsidiary of TALEN ENERGY SUPPLY, LLC, ALLENTOWN, PA.

Provides electric services, specializing in electric power broker and electric power marketers (100%).

**Description:** ADDITIONAL TELEPHONE NUMBER(S): Facsimile (Fax) 484 801-1434.

Terms are Net 30 days. Sells to commercial and industrial concerns. Territory : Regional.

Nonseasonal.

**Employees:** 2,182 which includes officer(s). UNDETERMINED employed here.

**Facilities:** Rents 100,000 sq. ft. In a multi story building.

**Subsidiaries:** This business has multiple subsidiaries, detailed subsidiary information is available in D & Bs linkage or family tree products.

## SIC & NAICS

### SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

4911 9904 Electric power broker

4911 9905 Electrical power marketers

### NAICS:

221122 Electric Power Distribution

## Financials

### Company Financials: D&B

### Additional Financial Data

The name and address of this business have been confirmed by D & B using available sources.

### Request Financial Statements

Requested financials are provided by TALEN ENERGY MARKETING, LLC and are not DUNSRight certified.

### Key Business Ratios

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments

13

#### Industry Norms Based On 13 Establishments

	This Business	Industry Median	Industry Quartile
<b>Profitability</b>			
Return on Sales %	UN	7.1	UN
Return on Net Worth %	UN	8.9	UN
<b>Short-Term Solvency</b>			
Current Ratio	UN	1.4	UN
Quick Ratio	UN	0.7	UN
<b>Efficiency</b>			
Assets to Sales %	UN	303.1	UN
Sales / Net Working Capital	UN	5.2	UN
<b>Utilization</b>			
Total Liabilities / Net Worth (%)	UN	245.4	UN

UN = Unavailable

## View Snapshots

### View Snapshots

### Days Beyond Terms - Past 3 & 12 Months

**3 months** from Jan 17 to Mar 17



Dollar-weighted average of 3 payment experiences reported from 3 companies

**12 months** from Apr 16 to Mar 17



Dollar-weighted average of 4 payment experiences reported from 3 companies

### Derogatory Events Last 13 Months from Mar 16 to Mar 17

No Derogatory trade Event has been reported on this company for the past 13 Months

### Total Amount Current and Past Due - 13 month trend from Mar 16 to Mar 17

Status	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17
<b>Total</b>	2,241,542	1,281,730	964,138	1,349,859	2,391,997	2,992,920	2,508,267	2,401,327	2,729,967	4,166,886	1,481,079	1,481,079	1,481,079
<b>Current</b>	2,241,542	1,281,730	964,138	1,340,507	2,382,645	2,913,585	2,387,697	2,391,316	2,702,304	4,139,223	1,471,068	1,471,068	1,471,068
<b>1-30 Days Past Due</b>	-	-	-	9,352	9,352	8,547	7,138	-	17,652	-	-	-	-
<b>31-60 Days Past Due</b>	-	-	-	-	-	70,788	42,644	-	-	17,652	-	-	-
<b>61-90 Days Past Due</b>	-	-	-	-	-	-	70,788	10,011	-	-	-	-	-
<b>90+ Days Past Due</b>	-	-	-	-	-	-	-	-	10,011	10,011	10,011	10,011	10,011

This information may not be reproduced in whole or in part by any means of reproduction.

Talen Energy Marketing, LLC

**C-8    Exhibit C-8 “Bankruptcy Information.”** provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.

Neither Talen Energy Marketing, LLC nor its parents or affiliates that guaranty the payment obligations of the applicant nor any officer of the applicant has filed for bankruptcy in the last seven years.

**C-9 Exhibit “Merger Information,”** provide a statement describing any dissolution or merger or acquisition of the applicant within the five most recent years preceding the application.

Talen Energy Marketing, LLC (“Talen Energy Marketing”) currently is certified as a Competitive Retail Generation Provider and Power Marketer in the State of Ohio. Pursuant to Ohio Administrative Code 4901:1-24-11, Talen Energy Marketing ~~hereby~~ submits notice to the Commission of material changes to its business operations.

Prior to December 6, 2016, Talen Energy Marketing’s parent company, Talen Energy Corporation (“Talen Energy”) was owned 65 percent by shareholders of PPL Corporation and 35 percent by affiliates of Riverstone Holdings, LLC (“Riverstone”). On December 6, 2016, a transaction was completed that increased the Riverstone affiliates’ combined ownership of Talen Energy to 100 percent. Talen Energy is now a privately held corporation owned 100 percent by affiliates of Riverstone.

As a result of the transaction described above, Talen Energy Marketing has made changes to its officers and managers. The current officers and Managers of Talen Energy Marketing are:

**Talen Energy Marketing, LLC**

<b>Name</b>	<b>Title</b>	<b>First Elected</b>
Alexander, Ralph	President and Chief Executive Officer	12/06/2016
Blair, Scott	Vice President	02/21/2017
Clelland, Russell R.	Treasurer	12/06/2016
Cook, Charles C.	Vice President	02/21/2017
Douglass, Thomas G. Jr.	General Counsel and Secretary	12/06/2016
Fleenor, William H.	Chief Accounting Officer	12/06/2016
Hernandez, Alejandro	Chief Financial Officer	12/06/2016
Lebsack, Dale E. Jr.	Vice President	02/21/2017
Strauch, John J. Jr.	Vice President	02/21/2017

On March 30, 2015, Talen Energy Marketing (f/k/a PPL EnergyPlus, LLC) filed a Renewal Application for Certification as a Competitive Retail Generation and Power Marketer and submitted, in support of Exhibits C-4 and C-6, parental guarantees executed by Talen Energy Supply, LLC (f/k/a/ PPL Energy Supply,

LLC) in favor of each electric distribution utility in whose service territory Talen Energy Marketing indicated it would offer competitive retail electric service. Those guarantees remain effective even though a change the upstream ownership of Talen Energy Marketing has occurred.

Finally, none of the above-mentioned changes affects the operations of Talen Energy Marketing, or its ability to provide generation service to its customers in the State of Ohio.

**D-1    Exhibit D-1 “Operations”** provide a written description of the operation nature of the applicant’s business. Please include whether the applicant’s operations will include the generation of power for retail sales, the scheduling of retail power for transmission and delivery, the provision of retail ancillary services as well as other services used to arrange for the purchase and delivery of electricity to retail customers.

Talen Energy Marketing, LLC buys and sells energy commodities and structured products in competitive wholesale energy markets, backed by about 11,000 megawatts of Talen-owned merchant generating capacity and natural gas supply portfolio. We also buy and sell fuels such as coal and natural gas, as well as renewable energy credits and emission allowances under the trading provisions of the Clean Air Act. We operate state-of-the art trading centers in Allentown, Pa., for the East and Butte, Mont., for the West.

Talen Energy Marketing, LLC is active in competitive retail energy markets in New Jersey, D.C., Maryland, Delaware and Pennsylvania, providing electricity and natural gas supply, renewable energy, and energy services to meet the diverse needs of business customers. We also offer electricity supply to select residential customers in Pennsylvania.

Talen Energy Marketing, LLC’ services include the purchasing of retail power for delivery, the scheduling of retail power for transmission and delivery, the provision of retail ancillary services as well as other services used to arrange for the purchase and delivery of electricity to retail customers.

**D-2 Exhibit D-2 “Operations Expertise.”** given the operational nature of the applicant’s business, provide evidence of the applicant’s experience and technical expertise in performing such operations.

The retail business of Talen Energy Marketing, LLC operates in Maryland, Delaware, Pennsylvania and New Jersey, and uses Hansen Technologies as its EDI provider and Customer Care representation. Hansen Technologies provides professional billing and EDI services for a number of retail energy providers and is a recognized industry leader for customer care within the retail electric market. Some of the services they provide, include, but are not limited to: relationship management, initial bill customer follow-up, responses to customer questions, responses to internet inquiries, account management, account information updates, problem resolution, regulatory management, and responses to regulatory complaints.

To acquire Residential and Small Commercial customers, Talen Energy Marketing, LLC uses a dynamic tool called the Customer Acquisition System (CAS), which allows potential customers the ability to view and select a plan from multiple offers and immediately enroll for service. The enrollment process is secure and customer information is protected through an encrypted secure connection to our portal. The easy-to-use screens allow customers to navigate and accept the offer that provides benefits and savings for their residence or business. Once all information is complete, the new customer information will automatically be enrolled into Talen Energy Marketing’ enrollment application for automatic communication with the EDI provider, Hansen Technologies. The pricing section is linked directly to Talen Energy Marketing’s complex billing system, reducing the potential for pricing errors. All customer comments are logged providing additional information on any disapprovals or opt-outs throughout the process. From marketing communications to historical price offers, all information is held on secure server systems.

For Large Commercial and Industrial (C&I) customers, Talen Energy Marketing, LLC enters the contracts with C&I customers in Salesforce. This contract information is tallied into a Salesforce report that is put into an excel spreadsheet (enrollment template) for Solutions to upload into their system. This enrollment template captures the necessary components to enroll the customer with the utility, including, but not limited to, account number, product, pricing components, billing and service address, tax exemption status, bill options, etc.

Once the enrollment template is complete, it is verified for completion and correctness against the contract and re-verified by a support group called Trading Controls for accurate and detailed financial reports which flow to our wholesale division. A control document is also generated to Hansen Technologies, which contains the enrollment file. Hansen Technologies places the excel file into an uploader to batch process into the system. Once the Hansen Technologies system is

updated, another member of the Hansen Technologies team verifies the upload for completion and correctness based on the enrollment template sent by Talen Energy Marketing, LLC.

Talen Energy Marketing, LLC, LLC has employees with a wealth of knowledge, who have experience building a variety of retail energy markets which span every ISO and RTO within the United States. The operation and management team is responsible for the design and implementation of marketing and sales strategies in the regulated and competitive energy markets.

The majority of people on this team averages more than a decade of experience in the regulated and deregulated energy industry and has held key leadership and managerial positions in generation operations, utility operations, compliance, marketing, and sales. A select few members of the operations staff have been trained not only on retail energy markets but also in-depth market design within wholesale energy commodities such as electricity, gas, coal, and oil. Their knowledgebase includes, but is not limited to, multi-commodity / multiple ISO/RTO pricing, scheduling, market design, implementation, and compliance.

Talen Energy Marketing, LLC

**D-3** **Exhibit D-3 “Key Technical Personnel”** provide the names, titles, e-mail addresses, telephone numbers, and the background of key personnel involved in the operational aspects of the applicant’s business.

<b>Name</b>	<b>Title</b>	<b>Email</b>	<b>Telephone</b>	<b>Background</b>
Annette Durnack	Director Retail Energy	<a href="mailto:Annette.Durnack@talenergy.com">Annette.Durnack@talenergy.com</a>	610-601-0151	Over 25 years of industry experience. Manages the overall strategy and P&L of the Retail Electric business.
Yogesh Phadnis	Manager – Retail Operations	<a href="mailto:Yogesh.Phadnis@talenergy.com">Yogesh.Phadnis@talenergy.com</a>	610-601-0208	10 years of industry experience. Manages Retail Operations Team.
Alex Wimmer	EMT Senior Analyst	<a href="mailto:Alexander.Wimmer@talenergy.com">Alexander.Wimmer@talenergy.com</a>	610-601-0245	Over 15 years of industry experience. Specialization in EDI, databases and various IT applications.
Melissa Rich	EMT Analyst	<a href="mailto:Melissa.Rich@talenergy.com">Melissa.Rich@talenergy.com</a>	610-601-0212	Over 5 years of industry experience. Specialization in billing resolution and account maintenance.

Talen Energy Marketing, LLC

**D-4    Exhibit D-4 “FERC Power Marketer License Number,”** provide a statement disclosing the applicant’s FERC Power Marketer License number. (Power Marketers only)

Talen Energy Marketing, LLC, received market-based-rate authority from FERC, as reflected in Docket No. ER10-2011 on November 12, 2014. Although market-based-rate authority was granted to PPL EnergyPlus, LLC in Docket No. ER10-2011, PPL EnergyPlus, LLC’s name was subsequently changed to Talen Energy Marketing, LLC upon acquisition by Talen Energy Corporation. The FERC Docket in which market-based-rate authority was granted did not change. See Lower Mount Bethel Energy, LLC, Docket No. ER15-2017-000 (June 26, 2015) n. 2 (stating that certain PPL Companies changed their names after they were acquired by Talen Energy Corporation).