

Premier Power Solutions, LLC

1003 West Main Street

Grove City, PA 16127

Phone: 724-458-5600

Fax: 724-458-5703

www.premierpowersolutions.com

"Helping You Select The Best Electricity
Supplier For Your Business"

09-329-EL-AGG

April 13, 2009

Public Utilities Commission of Ohio

Docketing Division 13th Floor

180 East Broad Street

Columbus, OH 43215-3793

Dear Chairman Schriber:

I have attached an original and ten copies of a Certification Application for Aggregators/Power Brokers for your approval. Premier Power Solutions already offers these services in PA and MD and is looking to expand into OH.

As electricity deregulation expands into the various utility service territories in OH, we believe that OH companies will need the services of firms such as ours to help them minimize their costs for energy over the long term.

If you have any questions regarding this application, please do not hesitate to contact me.

Sincerely,



Lee McCracken

President

Premier Power Solutions, LLC

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 UBH Date Processed 4/15/09

PREMIER POWER SOLUTIONS, LLC

Lee McCracken, President

1003 West Main Street

Grove City, PA 16127

Ph: 724-372-6270

Fax: 724-458-5703

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The Public Utilities Commission of Ohio

PUCO USE ONLY		
Date Received	Case Number	Version
	DE 460	August 2004

CERTIFICATION APPLICATION FOR AGGREGATORS/POWER BROKERS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). 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. APPLICANT INFORMATION

A-1 Applicant's legal name, address, telephone number and web site address

Legal Name Premier Power Solutions, LLC
Address 1003 WEST MAIN STREET, GROVE CITY PA 16127
Telephone # 724-458-5600 Web site address (if any) www.premierpowersolutions.com

A-2 List name, address, telephone number and web site address under which Applicant will do business in Ohio

Legal Name Premier Power Solutions, LLC
Address 1003 WEST MAIN ST GROVE CITY PA 16127
Telephone # 724-458-5600 Web site address (if any) www.premierpowersolutions.com

A-3 List all names under which the applicant does business in North America

PREMIER POWER SOLUTIONS, LLC

A-4 Contact person for regulatory or emergency matters

Name LEE M. CRACKEN
Title PRESIDENT

Business address 1003 WEST MAIN ST GROVE CITY PA 16127
Telephone # 724 458-5600 Fax # 724 458-5703
E-mail address (if any) LMCCRACKEN@TRUSTPS.COM

A-5 Contact person for Commission Staff use in investigating customer complaints

Name LEE MCCRACKEN
Title PRESIDENT
Business address 1003 WEST MAIN ST GROVE CITY PA 16127
Telephone # 724 458-5600 Fax # 724 458 5703
E-mail address (if any) LMCCRACKEN@TRUSTPS.COM

A-6 Applicant's address and toll-free number for customer service and complaints

Customer Service address 1003 WEST MAIN ST GROVE CITY PA 16127
Toll-free Telephone # 724 458-5600 Fax # 724 458 5703
E-mail address (if any) LMCCRACKEN@TRUSTPS.COM

A-7 Applicant's federal employer identification number # 13-4295789

A-8 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 _____ |

A-9 (Check all that apply) Identify each electric distribution utility certified territory in which the applicant intends to provide service, including identification of each customer class that the applicant intends to serve, for example, residential, small commercial, mercantile commercial, and industrial. (A mercantile customer, as defined in (A) (19) of Section 4928.01 of the Revised Code, is a commercial customer who consumes more than 700,000 kWh/year or is part of a national account in one or more states).

- | | | | | |
|---|--------------------------------------|--|--|--|
| <input checked="" type="checkbox"/> First Energy | | | | |
| <input checked="" type="checkbox"/> Ohio Edison | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Toledo Edison | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Cleveland Electric Illuminating | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Cincinnati Gas & Electric | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Monongahela Power | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> American Electric Power | | | | |
| <input checked="" type="checkbox"/> Ohio Power | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Columbus Southern Power | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Dayton Power and Light | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |

- A-10 Provide the approximate start date that the applicant proposes to begin delivering services

MAY 1st, 2009

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- A-11 **Exhibit A-11 "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-12 **Exhibit A-12 "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 and companies that aggregate customers in North America.
- A-13 **Exhibit A-13 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-14 **Exhibit A-14 "Articles of Incorporation and Bylaws,"** if applicable, provide the articles of incorporation filed with the state or jurisdiction in which the Applicant is incorporated and any amendments thereto.
- A-15 **Exhibit A-15 "Secretary of State,"** provide evidence that the applicant has registered with the Ohio Secretary of the State.

B. APPLICANT 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 including aggregation 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 "Summary of Experience,"** provide a concise summary of the applicant's experience in providing aggregation service(s) including contracting with customers to combine electric load and representing customers in the purchase of retail electric services. (e.g. number and types of customers served, utility service areas, amount of load, etc.).

B-4 **Exhibit B-4 "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 provide.

B-5 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-5 "Disclosure of Consumer Protection Violations"** detailing such violation(s) and providing all relevant documents.

B-6 Disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail or wholesale electric service including aggregation service denied, curtailed, suspended, revoked, or cancelled within the past two years.

☒ No ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"** detailing such action(s) and providing all relevant documents.

C. APPLICANT 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 Experian, 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.

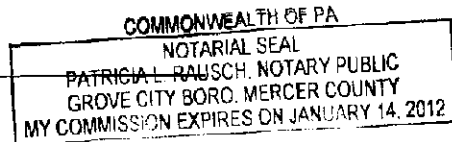
Lee M. McEachern, President
Signature of Applicant & Title

Sworn and subscribed before me this _____ day of _____, 2009
Month Year

[Signature]
Signature of official administering oath

PATRICIA L. RAUSCH, NOTARY PUBLIC
Print Name and Title

My commission expires on _____



AFFIDAVIT

State of PA :

GRAVE CITY ss.
(Town)

County of MERCER :

LEE M. McCracken, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the President (Office of Affiant) of Premier Power Solutions, 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 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 fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. 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.
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 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.

Lee M. McEachern

Signature of Affiant & Title

Sworn and subscribed before me this 13 day of April, 2009

Month

Year

Patricia L. Rausch
Signature of official administering oath

PATRICIA L. RAUSCH, NOTARY PUBLIC
Print Name and Title

My commission expires on _____

COMMONWEALTH OF PA

NOTARIAL SEAL

PATRICIA L. RAUSCH, NOTARY PUBLIC

GROVE CITY BORO, MERCER COUNTY

MY COMMISSION EXPIRES ON JANUARY 14, 2012

Premier Power Solutions, LLC

Exhibit A-11 "Principal Officers, Directors & Partners"

Lee McCracken, President
1003 West Main Street
Grove City, PA 16127
(724) 458-5600

Michele McCracken, Vice President
1003 West Main Street
Grove City, PA 16127
(724) 458-5600

David Kristian, Vice President of Sales
2223 Neish Avenue
Aliquippa, PA 15001
(724) 318-9185

Premier Power Solutions, LLC

Exhibit A-12 "Corporate Structure"

The applicant is organized as a Limited Liability Company that is 100% owned by Lee and Michele McCracken.

The company has no subsidiaries and no parent company. The company operates on a stand-alone basis as a limited liability company organized under the laws of the state of Delaware.

Premier Power Solutions, LLC

Exhibit A-13 "Company History"

The company was formed on March 24, 2005 in the State of Delaware. The company currently operates in the states of Pennsylvania and Maryland providing energy consulting and brokerage services to commercial, industrial, and governmental entities. The company does not provide services to residential customers.

The company's principal business interest is providing energy consulting and brokerage services to commercial, industrial, and governmental entities. The company provides power brokerage services to this customer base where Premier Power Solutions does not take title to any of the energy that is brokered.

Premier Power Solutions, LLC

Exhibit A-14 "Articles of Incorporation and Bylaws"

See attached pages following.

**OPERATING AGREEMENT FOR MEMBER-
MANAGED LIMITED LIABILITY COMPANY**

I. Preliminary Provisions

(1) Effective Date: This operating agreement of Premier Power Solutions, LLC, effective March 24, 2005, is adopted by the members whose signatures appear at the end of this agreement.

(2) Formation: This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of Delaware on March 24, 2005. A copy of this organizational document has been placed in the LLC's records book.

(3) Name: The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) Registered Office and Agent: The registered office of this LLC and the registered agent at this address are as follows: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) Business Purposes: The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following: Offering of electricity consulting services and other services that are legal in the jurisdictions where the company has operations.

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) Duration of LLC: The duration of this LLC shall be perpetual.

Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

II. Membership Provisions

(1) Nonliability of Members: No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) Reimbursement for Organizational Costs: Members shall be reimbursed by the LLC for organizational

expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) Management: This LLC shall be managed exclusively by all of its members.

(4) Members' Percentage Interests: A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(5) Membership Voting: Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) Compensation: Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) Members' Meetings: The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting.

If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be

communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each nonattending member promptly after the holding of the second postponed meeting.

Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) Membership Certificates: This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates.

In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC.

The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) Other Business by Members: Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

III. Tax and Financial Provisions

(1) Tax Classification of LLC: The members of this LLC intend that this LLC be initially classified as a partnership for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832,

Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) Tax Year and Accounting Method: The tax year of this LLC shall be December 31. The LLC shall use the cash method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) Tax Matters Partner: If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231(a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) Annual Income Tax Returns and Reports: Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065-Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) Bank Accounts: The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) Title to Assets: All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. Capital Provisions

(1) Capital Contributions by Members: Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by June 30, 2005. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown

below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

Name of LLC	Contribution	Fair Market Value	Percentage Interest in
Lee McCracken	\$ 490	\$ 490	49%
Michele McCracken	\$ 510	\$ 510	51%

(2) Additional Contributions by Members: The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) Failure to Make Contributions: If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide.

Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

(4) No Interest on Capital Contributions: No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) Capital Account Bookkeeping: A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) **Consent to Capital Contribution Withdrawals and Distributions:** Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) **Allocations of Profits and Losses:** No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) **Allocation and Distribution of Cash to Members:** Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by a unanimous vote of the members.

(9) **Allocation of Noncash Distributions:** If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) **Allocation and Distribution of Liquidation Proceeds:** Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

V. Membership Withdrawal and Transfer Provisions

(1) **Withdrawal of Members:** A member may withdraw from this LLC by giving written notice to all other members at least 30 days before the date the withdrawal is to be effective.

(2) **Restrictions on the Transfer of Membership:** A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC.

Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

VI. Dissolution Provisions

(1) Events That Trigger Dissolution of the LLC: The following events shall trigger a dissolution of the LLC, except as provided:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within 90 days of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;
- (b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;
- (c) the written agreement of all members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC under state law.

VII. General Provisions

(1) Officers: The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) Records: The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and
- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address.

Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) All Necessary Acts: The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) Mediation and Arbitration of Disputes Among Members: In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute.

If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request.

All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

(5) Entire Agreement: This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

(6) Severability: If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

VIII. Signatures of Members

(1) Execution of Agreement: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: 4/15/05

Signature: Michael A. McCracken

Printed Name: Michael A. McCracken Member

Date: 4/15/05

Signature: Lee M. McCracken

Printed Name: LEE M. McCracken Member

Premier Power Solutions, LLC

Exhibit A-15 "Secretary of State"

See attached forms filed with the Ohio Secretary of State on 4/8/09.



Prescribed by:
The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
<input type="radio"/> Expedite	PO Box 1390 Columbus, OH 43216
*** Requires an additional fee of \$100***	
<input checked="" type="radio"/> Non Expedite	PO Box 670 Columbus, OH 43216

**REGISTRATION OF A FOREIGN
LIMITED LIABILITY COMPANY**
Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

<p>(1) <input checked="" type="checkbox"/> Registration of a Foreign For-Profit Limited Liability Company (106-LFA) ORC 1705</p> <p>State of Organization <u>Delaware</u></p> <p>Date of Formation <u>3/21/05</u></p>	<p>(2) <input type="checkbox"/> Registration of a Foreign Nonprofit Limited Liability Company (106-LFA) ORC 1705</p> <p>State of Organization _____</p> <p>Date of Formation _____</p>
---	--

Name of limited liability company in its state of organization:

PREMIER POWER SOLUTIONS, LLC

Name under which the foreign limited liability company desires to transact business in Ohio (if different from its home-state name) is:

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "ltd.," or "ltd"

☐ Check here if additional provisions are attached

The address to which interested persons may direct requests for copies of the limited liability company's operating agreement, bylaws, or other charter documents of the company is:

PREMIER POWER SOLUTIONS, LLC
Name
1003 WEST MAIN ST.
Street Address / P.O. Box Address
GROVE CITY PA 16127
City State Zip code

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is:

CSC - Lawyers INCORPORATING SERVICE
Name

50 WEST BROAD STREET, SUITE 1800
Mailing Address

Columbus Ohio 43215
City State Zip Code

☐ If the agent is an individual and using a P.O. Box, check this box to certify the agent is a resident of the state of Ohio.

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- a. an agent is not appointed, or
- b. an agent is appointed but the authority of that agent has been revoked, or
- c. the agent cannot be found or served after the exercise of reasonable diligence.

REQUIRED

Articles and original appointment of agent must be **(signed)** by a member, manager or other representative.

Lee M. Mc Cracken 4/7/09
Signature Date

LEE M. M^C CRACKEN
Print Name

Signature Date

Print Name

Signature Date

Print Name

Delaware

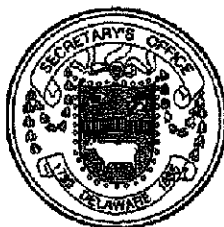
PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "PREMIER POWER SOLUTIONS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTH DAY OF APRIL, A.D. 2009.

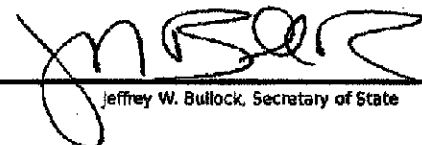
AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "PREMIER POWER SOLUTIONS, LLC" WAS FORMED ON THE TWENTY-FOURTH DAY OF MARCH, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



3944695 8300

090342129


Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 7233070

DATE: 04-07-09

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Premier Power Solutions, LLC

Exhibit B-1 “Jurisdictions of Operation”

Pennsylvania

PUC License # A 110170

Maryland

PSC License # IR-894

Premier Power Solutions, LLC

Exhibit B-2 "Experience and Plans"

Premier Power Solutions, LLC intends to contract with commercial, industrial, and governmental entities to provide electricity consulting and brokerage services. Premier Power Solutions will primarily use direct mail and phone calls to individual businesses as the means for contacting customers.

After the initial contact is made, a Premier Power representative will usually go to the place of business of the prospect and meet with them to discuss the service offerings of Premier. We have a simple consulting agreement that we ask the customer to sign at the time we meet with them. As our service will be brokering of energy, we will not provide billing statements to our customers.

We receive a brokerage fee per kWh from the supplier for our services that will be built into the price that the customer pays to the supplier for their energy. The fee that is charged will vary, but will be disclosed to the end use customer. If the customer does not elect to enter into an energy contract that we recommend with a competitive energy supplier, Premier Power will receive no fees for the work performed for the customer.

Premier Power Solutions currently performs the above services under the above arrangements for commercial, industrial, and governmental entities in the states of Pennsylvania and Maryland.

Premier Power Solutions, LLC

Exhibit B-3 "Summary of Experience"

Resumes of Principal Officers of the Company

Lee McCracken, President and CEO of Premier Power Solutions, LLC has been a part of electricity deregulation since its' beginning in many states. Prior to forming Premier Power Solutions, LLC, Mr. McCracken held Executive Management positions with Strategic Energy, LLC, one of the nations leading retail electricity providers.

As Vice President of Corporate Development, he was responsible for overseeing the development of the long-term strategic plan for this national retail electricity provider. This effort required an in-depth analysis of the retail electricity industry and its future. This experience provides him with the knowledge necessary to help customers navigate the complexities of the deregulated electricity marketplace.

As Chief Financial Officer, he led the financial operations and financing efforts of the company. He developed credit support mechanisms that allowed the company to grow from \$130 million in annual revenues in 2000 to over \$1 Billion in revenue in 2004. He was an integral part of the retail contracts committee that was responsible for the development of many of the provisions that appear in deregulated retail electricity contracts today. He also was responsible for negotiating the contractual agreements with some of the nations top wholesale electricity producers and marketers and he continues to maintain relationships with these entities today. These experiences provide him with the detailed knowledge of the contractual agreements necessary to negotiate the best contractual arrangements for Premier Power Solutions, LLC customers.

David Kristian, Vice President of Sales, joined Premier Power Solutions, LLC in 2005. A lifelong resident of Beaver County, originally from West Aliquippa, he now resides in Hopewell Township with his family. Prior to joining Premier, he was employed at USAirways.

His duties at Premier include working closely with business entities, churches, and local governments in Western PA to help them control and reduce their Energy costs as well as overseeing the sales operation for Premier Power Solutions. Dave, along with other Premier employees, has provided cost-saving Energy contracts that have helped customers reduce their overall spend for electricity by millions of dollars per year.

In his 18-year career at USAirways, Dave worked in various departments and spent the last 8 years in the reservation facility located in Greentree, PA.

Dave owned Ragona Travel Center Inc. from 1995 to 2003. Ragona Travel was one of the most respected names in travel in Beaver and Allegheny Counties. As owner of the agency, he successfully managed all aspect of the business. Under his leadership, the agency was recognized by the Beaver Valley Star and received its Readers Choice Award for being the best Travel Agency in Beaver County.

Dave was also voted Vice-President of Plaza Merchants Association in Aliquippa. Serving in that capacity from 1998 to 2003, he helped improve the Aliquippa business district in the New Sheffield area and helped to organize events to improve the community.

Experience in Providing Energy brokerage services:

Premier Power Solutions, LLC currently provides energy brokerage and consulting services to over 750 commercial, industrial, and governmental entities located in Pennsylvania in the utility service territories of Penn Power and Duquesne Light and in the state of Maryland in the utility service territory of Allegheny Power. Since inception in 2005, the company has brokered over 2.5 Billion kWh of electricity for its customer base.

Premier Power Solutions, LLC

Exhibit B-4 "Disclosure of Liabilities and Investigations"

None.

Premier Power Solutions, LLC

Exhibit B-5 “Disclosure of Consumer Protection Violations”

None.

Premier Power Solutions, LLC

**Exhibit B-6 “Disclosure of Certification Denial, Curtailment,
Suspension or Revocation”**

None.

Premier Power Solutions, LLC

Exhibit C-1 “Annual Reports”

The applicant is a privately held consulting company and does not prepare annual reports that would be in addition to annual tax returns. The applicant does not have any bank debt that would require the preparation of audited financial statements by a CPA firm.

Premier Power Solutions, LLC

Exhibit C-2 “SEC Filings”

The applicant is not a publicly traded company and as such does not have and is not required to file any reports with the SEC. The applicant does not have a parent company nor is it affiliated with any other company. As such, there are no SEC reporting requirements for the company.

Premier Power Solutions, LLC

Exhibit C-3 Financial Statements

See attached internally prepared financial statements. As President of the company, I certify that the attached financial statements are accurate.

A handwritten signature in cursive script, appearing to read "Lee McCracken, Pres.", is written over a horizontal line.

Lee McCracken, President

To the extent that it is possible, I would prefer that the attached financial information presented in Exhibit C-3 remain confidential.

Premier Power Solutions, LLC	Fed EIN 13-4295789		
Financial Statements	Delaware LLC		
Balance Sheet	Formed March 24, 2005		
31-Dec-08	Ownership - Michele 51%, Lee 49%		
	12/31/2007	12/31/2008	
	Balance	Balance	
Cash	\$ 18,223.24	\$ 23,576.39	
Other Current Assets	\$ -	-	
Total Current Assets	\$ 18,223.24	\$ 23,576.39	
Equipment			
Depreciable Assets	\$ 25,383.19	\$ 36,892.59	
Accumulated Dep - Office Equipment	(20,483.00)	(23,861.00)	
Office Equipment - Net	\$ 4,900.19	\$ 13,031.59	
Total Assets	\$ 23,123.43	\$ 36,607.98	
Note Payable - Bank	\$ 23,060.48	\$ 23,060.48	
Payroll Taxes Withheld Payable	6,446.69	1,542.32	
Total Current Liabilities	\$ 29,507.17	\$ 24,602.80	
Total Liabilities	\$ 29,507.17	\$ 24,602.80	
Equity	\$ 1,000.00	\$ 1,000.00	
Capital	(7,383.74)	(7,383.74)	
Owner Draws	-	(205,748.08)	
Net Income		224,137.00	
Total Equity	\$ (6,383.74)	\$ 12,005.18	
Total Liabilities and Equity	\$ 23,123.43	\$ 36,607.98	

Premier Power Solutions			
Financial Statements			
Income Statement			
31-Dec-08			
		FYE 12/31/07	12/31/2008
Revenue		\$ 594,521.14	\$ 831,881.71
Cost of Goods Sold			
Data Costs		\$ 801.49	\$ 489.06
Commissions to Agents		\$ 165,176.43	195,798.29
		\$ 165,977.92	\$ 196,287.35
Gross Profit		\$ 428,543.22	\$ 635,594.36
Expenses			
Payroll		\$ 118,154.25	\$ 146,752.05
S/H - Gtd Pymts - Net After Retirement W/H		157,250.08	97,200.00
Payroll Taxes		23,165.75	15,650.22
Health Insurance - Employees			3,085.40
Health Ins - Shareholders		17,180.90	11,999.33
LTD Ins - Shareholders		620.00	840.00
Life Ins - Shareholders		1,116.00	1,992.00
Retirement Contributions - Employee Match		2,025.31	2,514.98
Retirement Contributions		2,750.00	14,040.00
Professional Services		20,272.26	7,083.39
Advertising		3,282.73	5,911.05
Bank Fees		300.00	300.00
Auto Expense - Employees		4,800.00	5,850.00
Communications		9,404.77	9,494.78
Travel		812.28	456.03
Auto Expense per Mile - Non-Cash Shareholder		9,456.25	11,711.25
Office Expense - PA		8,578.87	18,138.92
Postage - Direct Mail Programs		6,647.65	9,259.56
Office Rent - PA - GC Office - Shareholders		12,000.00	24,000.00
Office Rent - MD - MD office - Shareholders		3,574.38	3,370.00
Utilities - 1003 West Main St		3,485.17	2,379.59
Utilities - 257 Marsh Hill Rd - MD			2,478.03
Taxes PA office - 1003 West Main St		1,048.35	836.14
Taxes - MD office - 257 Marsh Hill Rd		2,965.84	3,731.07
Insurance - Business/Workmans Comp		3,514.00	1,195.00
Meals & Entertainment		2,625.01	5,003.46
Less 50% Meals		(1,312.51)	(2,101.73)
Interest Expense - PPS Loan		2,201.83	1,787.84
Depreciation		1,011.00	3,378.00
Periodicals		475.11	249.00
Country Club Expenses		3,739.68	7,351.96
Less NonDeductible Expenses		(3,739.68)	(6,376.96)
Other Dues		2,361.83	1,075.00
Other		2,829.85	822.00
Total Expenses		\$ 422,596.96	\$ 411,457.36
Net Income		\$ 5,946.26	\$ 224,137.00

Premier Power Solutions, LLC

Exhibit C-4 “Financial Arrangements”

The applicant does not have any financial arrangements in place related to bank financing. The applicant does not intend to take title to electricity at any point in time and as such does not have the need for financial arrangements to exist. The operations of the brokerage business are financed with internally generated funds.

Premier Power Solutions, LLC

Exhibit C-5 “Forecasted Financial Statements”

The company does not intend to provide power marketing and/or retail electric generation services in addition to aggregation and power brokering services. As such, no forecasted financial statements are required to be filed.

Premier Power Solutions, LLC

Exhibit C-6 "Credit Rating"

The applicant does not have an externally prepared credit rating that was prepared by any outside organization.

Premier Power Solutions, LLC

Exhibit C-7 "Credit Report"

The applicant does not have a credit report prepared by any outside credit reporting agency.

Premier Power Solutions, LLC

Exhibit C-8 "Bankruptcy Information"

The applicant has never filed for any form of Bankruptcy protection from creditors. The applicant does not have any parent or affiliated organizations. As such, there are no bankruptcy related filings to report or list.

Premier Power Solutions, LLC

Exhibit C-9 “Merger Information”

The applicant operates as a stand alone business entity and has never been part of any dissolution, merger, or acquisition proceedings.