

PUCO USE O	NLY – Version 1.07	
Date Received	Renewal Certification	ORIGINAL CRS
Market State of the State of th	Number	Case Number
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RENEWAL CERTIFICATION APPLICATION COMPETITIVE RETAIL NATURAL GAS SUPPLIERS

Please **type or print** all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit A-16 - Company History*). 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 directly input information onto the form. You may also download the form by saving it to your local disk.

SECTION A - APPLICANT INFORMATION AND SERVICES

A-1	Applicant intends to renew its ce	rtificate as: (check all that apply))
			☑ Retail Natural Gas Markete

A-2 Applicant information:

Legal Name

Plymouth Rock Energy, LLC

Address

1074 Broadway, Woodmere, NY 11598

Telephone No.

516-734-0408

Web site Address

www.plymouthenergy.com

Current PUCO Certificate No.

12-256G(1)

Effective Dates

June 17, 2012 through June 17, 2014

A-3 Applicant information under which applicant will do business in Ohio:

Name

Business Filings Incorporated

Address

4400 Easton Commons Way, Suite 125, Columbus, OH 43219

Web site Address

www.bizfilings.com

Telephone No.

608-827-5300

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

Plymouth Rock Energy, LLC

A-5 Contact person for regulatory or emergency matters:

Name

Erika Schmitt

Title Compliance Analyst

Business Address

1528 Walnut Street, 22nd Floor, Philadelphia, PA 19102

Telephone No.

267-331-4242

Fax No. 215-875-9490

Email Address

eschmitt@ces-ltd.com

(CRNGS Supplier Renewal)

Page 1 of 7

A-6	Contact person for Commission Staff use in inv	vestigating	customer comp	olaints:
	Name Michael Reiss	Titl	e Customer Car	e Manager
	Business address 1074 Broadway, Woodmere, NY 11598	8	÷	
	Telephone No. 516-634-2155 Fax No. 516-295-1	417	Email Address	mreiss@plymouthenergy.com
A-7	Applicant's address and toll-free number for cu	ıstomer se	rvice and comp	laints
	Customer service address 1074 Broadway, Woodmere, N	NY 11598		
	Toll-Free Telephone No. 855-327-6937 Fax No. 51	6-295-1417	Email Addı	ess customercare@plymouthere
A-8	Provide "Proof of an Ohio Office and Employed Revised Code, by listing name, Ohio office addr designated Ohio Employee	e," in accor cess, teleph	rdance with Sec one number, ar	tion 4929.22 of the Ohio ad Web site address of the
	Name Business Filings Incorporated	Title		
	Business address 4400 Easton Commons Way, Suite 1	125, Columbu	s, OH 43219	
	Telephone No. 608-827-5300 Fax No.	En	nail Address www	bizfilings.com
A-9	Applicant's federal employer identification num	ıber ⁵⁷⁻	1212547	
A-10	Applicant's form of ownership: (Check one)			
	☐ Sole Proprietorship	☐ Partn	ership	
	Limited Liability Partnership (LLP)	✓ Limit	ed Liability Com	pany (LLC)
	☐ Corporation	Other		
A-11	(Check all that apply) Identify each natural gas currently providing service or intends to provid class that the applicant is currently serving of commercial, and/or large commercial/industrial	e service, i r intends (ncluding identi to serve, for ex	fication of each customer ample: residential, small

A-11 (Check all that apply) Identify each natural gas company service area in which the applicant is currently providing service or intends to provide service, including identification of each customer class that the applicant is currently serving or intends to serve, for example: residential, small commercial, and/or large commercial/industrial (mercantile) customers. (A mercantile customer, as defined in Section 4929.01(L)(1) of the Ohio Revised Code, means a customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, "Mercantile customer" excludes a not-for-profit customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside this state that has filed the necessary declaration with the Public Utilities Commission.)

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A-13 If not currently participating in any of Ohio's four Natural Gas Choice Programs, provide the approximate start date that the applicant proposes to begin delivering services:

✓	Columbia Gas of Ohio	Intended Start Date	July 2014
1	Dominion East Ohio	Intended Start Date	July 2014
✓	Duke Energy Ohio	Intended Start Date	July 2014 -
1	Vectren Energy Delivery of Ohio	Intended Start Date	October 2014

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- A-14 Exhibit A-14 "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-15 Exhibit A-15 "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 natural gas or electricity to customers in North America.
- A-16 <u>Exhibit A-16 "Company History</u>," provide a concise description of the applicant's company history and principal business interests.
- A-17 <u>Exhibit A-17 "Articles of Incorporation and Bylaws</u>, provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto, only if the contents of the originally filed documents changed since the initial application.
- **A-18** Exhibit A-18 "Secretary of State," provide evidence that the applicant is still currently registered with the Ohio Secretary of the State.

SECTION 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 current 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 natural gas service, or retail/wholesale electric services.
- **B-2** Exhibit B-2 "Experience & Plans," provide a current 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 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.
- **B-3** Exhibit B-3 "Summary of Experience," provide a concise and current summary of the applicant's experience in providing the service(s) for which it is seeking renewed certification (e.g., number and types of customers served, utility service areas, volume of gas supplied, etc.).
- **B-4** Exhibit B-4 "Disclosure of Liabilities and Investigations," provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocations 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 for which it is seeking renewed certification since applicant last filed for certification.

B-5 Exhibit B-5 "Disclosure of Consumer Protection Violations," disclose whether the applicant, affiliate, predecessor of the applicant, or any principal officer of the applicant has been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws since applicant last filed for certification.

√ No ☐ Yes

If Yes, provide a separate attachment labeled as <u>Exhibit B-5 "Disclosure of Consumer Protection Violations,"</u> detailing such violation(s) and providing all relevant documents.

B-6 Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation," disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail natural gas or retail/wholesale electric service denied, curtailed, suspended, or revoked, or whether the applicant or predecessor has been terminated from any of Ohio's Natural Gas Choice programs, or been in default for failure to deliver natural gas since applicant last filed for certification.

✓ No ☐ Yes

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

SECTION C - APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- C-1 <u>Exhibit C-1 "Annual Reports</u>," provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information, labeled as 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 whether the applicant is not required to file with the SEC and why.
- C-3 <u>Exhibit C-3 "Financial Statements</u>," 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 <u>Exhibit C-4 "Financial Arrangements</u>," provide copies of the applicant's current financial arrangements to conduct competitive retail natural gas service (CRNGS) as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.)
- C-5 <u>Exhibit C-5 "Forecasted Financial Statements</u>," provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant's CRNGS operation, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer.

- C-6 Exhibit C-6 "Credit Rating," provide a statement disclosing the applicant's current 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 <u>Exhibit C-7 "Credit Report</u>," provide a copy of the applicant's current credit report from Experion, Dun and Bradstreet, or a similar organization.
- C-8 <u>Exhibit C-8 "Bankruptcy Information</u>," 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 since applicant last filed for certification.
- C-9 <u>Exhibit C-9 "Merger Information</u>," provide a statement describing any dissolution or merger or acquisition of the applicant since applicant last filed for certification.

SECTION D – APPLICANT TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- **D-1** Exhibit D-1 "Operations," provide a current written description of the operational nature of the applicant's business. Please include whether the applicant's operations will include the contracting of natural gas purchases for retail sales, the nomination and scheduling of retail natural gas for delivery, and the provision of retail ancillary services, as well as other services used to supply natural gas to the natural gas company city gate for retail customers.
- **D-2** Exhibit D-2 "Operations Expertise," given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical expertise in performing such operations.
- **D-3** Exhibit D-3 "Key Technical Personnel," provide the names, titles, email addresses, telephone numbers, and background of key personnel involved in the operational aspects of the applicant's current business.

Applicant Signature and Title

essed of or the

Sworn and subscribed before me this

ſ

Month

LOIY Year

Shyam Persaud, VP of Finance

Signature of official administering oath

Print Name and Title

My commission expires on

Ind 31, 501)

IRA M. SCHARAGA
Notary Public, State of New York
No. 02SC4708172
Qualified in Nassau County
Commission Expires July 31, 20



The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service **Affidavit Form**

	* On	version .	L.U7)				
In	the Matter of the Application of)					
_	mouth Rock Energy, LLC)	Case	No :		- G /	A.CDS
	a Certificate or Renewal Certificate to Provide)	Cast		-	-G/	A-CRS
Co	mpetitive Retail Natural Gas Service in Ohio.)					
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	Shyam Persaud	[A	ffiant],	being duly	sworn/affin	rmed, hereby	y states that:
(1)	The information provided within the certification or c complete, true, and accurate to the best knowledge of a	ertificat ffiant.	ion rene	wal applic	ation and s	upporting in	formation is
(2)	The applicant will timely file an annual report of its natural gas pursuant to Sections 4905.10(A), 4911.18(A)	intrasta A), and 4	ite gros: 1929.23(s receipts (B), Ohio I	and sales of Revised Coo	of hundred of de.	cubic feet of
(3)	The applicant will timely pay any assessment made Revised Code.	pursua	nt to Se	ection 490	5.10 or Se	ction 4911.	18(A), Ohio
(4)	Applicant will comply with all applicable rules and pursuant to Title 49, Ohio Revised Code.	orders a	dopted	by the Pu	blic Utilitie	es Commiss	ion of Ohio
(5)	Applicant will cooperate with the Public Utilities Coconsumer complaint regarding any service offered or pro-	ommissi covided	on of C by the a	Ohio and in pplicant.	ts staff in t	the investiga	ation of any
(6)	Applicant will comply with Section 4929.21, Ohio Recourts and the service of process.	vised C	ode, reg	arding cor	sent to the	jurisdiction	of the Ohio
(7)	Applicant will inform the Public Utilities Commission the certification or certification renewal application wit contact person for regulatory or emergency purposes complaints.	thin 30 c	lays of s	such mater	ial change,	including ar	y change in
(8)	Affiant further sayeth naught.						
	Affiant Signature & Title Pasad Of of E	วีนคอ	c ද				
	Sworn and subscribed before me this 2 th day o			i ud, VP of Fi	Month nance	2014	Year
	Signature of Official Administering Oath	Print	Name a	nd Title			
	IRA M. SCHARAGA Notary Public, State of New York No. 02SC4708172 Qualified in Nessau County	sion expi	res on	July	31, 2	2017	
	Qualified in Nassau County Commission Expires July 31, 20			(CRNG	S Supplier R	enewal)	Page 7 of 7

Exhibit A-14 "Principal Officers, Directors & Partners"

Plymouth Rock Energy, LLC

Officers:

Adam Sokol, President

1074 Broadway Woodmere, NY 11598 asokol@plymouthenergy.com Phone: 516-634-2152

Fax: 718-852-8628

David Sokol, Vice President

1074 Broadway Woodmere, NY 11598 dsokol@plymouthenergy.com

Phone: 516-634-2151 Fax: 718-852-8628

Shyam Persaud, VP of Finance

1074 Broadway Woodmere, NY 11598

 $\underline{spers aud@plymouthenergy.com}$

Phone: 516-634-2501 Fax: 718-852-8628

Mendy Sokol, Chairman

1074 Broadway Woodmere, NY 11598

 $\underline{msokol@plymouthenergy.com}$

Phone: 516-634-2153 Fax: 718-852-8628

Exhibit A-15 "Corporate Structure"

Plymouth Rock Energy, LLC

Organizational Structure

Plmouth Rock Energy Parent Holding LLC

Plymouth Rock Energy Holding LLC

Plymouth Rock Energy LLC

Falcon Energy LLC

Exhibit A-16 "Company History"

Plymouth Rock Energy, LLC

The Plymouth Rock family has over 50 years of experience delivering coal and heating oil in New York City. The company has since grown into a leading independent energy provider in the Northeast. Now Plymouth Rock Energy, LLC, formed in 2004 under the laws of New York, has expanded on this tradition of excellence and personal service by offering natural gas and electricity retail services. Plymouth offers 24 hour support to its customers, and has been active New York Natural Gas Markets since 2004.

Plymouth Rock Energy continues to expand to reach new markets throughout the U.S., garnering a positive reputation for exceptional prices, timely delivery and exceptional customer service. They are a certified member of MISO, NYISO, PJM and NE ISO. They are a licensed gas supplier currently serving customers in New York and New Jersey. Plymouth is also a licensed retail natural gas supplier in Pennsylvania, Maryland, and Michigan, and a licensed electric supplier in Illinois, New York, New Jersey, Maryland, Connecticut (inactive), Pennsylvania, Michigan and Ohio. Plymouth currently has applications for licenses to serve electric and natural gas customers in Massachusetts.

Exhibit A-17 "Articles of Incorporation and Bylaws"

Plymouth Rock Energy, LLC

IN. 1. 5. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: PLYMOUTH ROCK ENERGY, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: KING

SERVICE COMPANY: BUSINESS FILINGS INCORPORATED

SERVICE CODE: M9 *

FILED:09/02/2004 DURATION:12/31/2044 CASH#:040902000031 FILM #:040902000031

ADDRESS FOR PROCESS

EXIST DATE

DAVID SOKOL 165 REMSEN STREET 09/02/2004

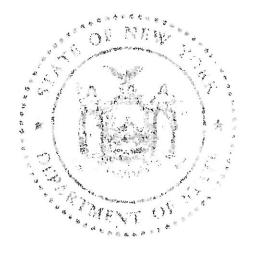
BROOKLYN, NY 11201

REGISTERED AGENT

DAVID SOKOL

165 REMSEN STREET

BROOKLYN, NY 11201



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	BUSINESS FILINGS INCORPORATED	TAX	0.00	CHECK	0.00
	8025 EXCELSIOR DR., SUITE 200	CERT	0.00	CHARGE	0.00
		COPIES	10.00	DRAWDOWN	235.00
	MADISON, WI 53717	HANDLING	25.00	BILLED	0.00
	The state of the s			REFUND	0.00

P.03/04

F040902000081

ARTICLES OF ORGANIZATION OF PLYMOUTH ROCK ENERGY, LLC

Under Section 203 of the Limited Liability Company Law:

FIRST:

The name of the limited liability company is: PLYMOUTH ROCK ENERGY,

LLC

SECOND:

The office of the limited liability company is to be located in the city of Brooklyn,

county of Kings, state of New York.

THIRD:

The latest date on which the limited liability company is to dissolve

is: 12/31/2044.

FOURTH:

The secretary of state is designated as the agent of the limited liability

Company upon whom process against it may be served. The post office

Address within or without of this state to which the secretary of state shall mail a copy of any process against the limited liability company served upon him or her

is: David Sokol, 165 Remsen Street, Brooklyn, New York 11201.

FIFTH:

The name and street address within this state of the registered agent of the Registered agent of the limited liability company upon whom and at which process against the limited liability company can be served is: David Sokol, 165 Remsen Street, Brooklyn, New York 11201. Located in the county of Kings.

SIXTH:

The limited liability company is to be managed by 1 or more Members.

IN WITNESS WHEREOF, this certificate has been subscribed this 1st day of September, 2004 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Mark Schiff, AVP, Organizer Business Filings Incorporated 8025 Excelsior Dr., Suite 200

Madison, WI 53717

P.04/04

040902000 83/

CERTIFICATE OF ORGANIZATION

PLYMOUTH ROCK ENERGY, LLC

STATE OF NEW YORK DEPARTMENT OF STATE FILED

SEP -2 2004

TAX S

NAME AND ADDRESS OF FILER Drawdown Acct. - #M9 **Business Filings Incorporated** 8025 Excelsior Dr., Suite 200 Madison WI 53717

TOTAL P.04

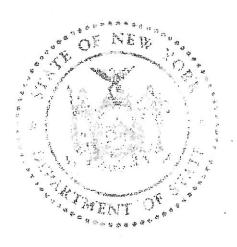
PLYMOUTH ROCK ENERGY 1074 BROADWAY WOODMERE NY 11598

Enclosed is the information you requested. Your payment of \$50.00 is hereby acknowledged.

If the name on the enclosed document(s) does not match exactly with the name of the entity you requested, this office does not have a record of the exact name you requested. The document(s) provided appear(s) to be of sufficient similarity to be the entity requested.

State of New York Department of State } ss:

I hereby certify, that PLYMOUTH ROCK ENERGY, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 09/02/2004, and that the Limited Liability Company is existing so far as shown by the records of the Department.



WTTNESS my hand and the official seal of the Department of State at the City of Albany, this 31st day of August two thousand and eleven.

First Deputy Secretary of State

Exhibit A-18 "Secretary of State"

Plymouth Rock Energy, LLC

UNITED STATES OF AMERICA STATE OF OHIO OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show PLYMOUTH ROCK ENERGY, LLC, a New York For Profit Limited Liability Company, Registration Number 2052957, filed on October 5, 2011, is currently in FULL FORCE AND EFFECT upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 5th day of May, A.D. 2014.

Ohio Secretary of State

an Husted

Validation Number: 201412500683

Exhibit B-1 "Jurisdictions of Operation"

Plymouth Rock Energy, LLC

Plymouth Rock Energy continues to expand to reach new markets throughout the U.S., garnering a positive reputation for exceptional prices, timely delivery and exceptional customer service. Plymouth is currently licensed as an Electric Supplier in New York, New Jersey, Pennsylvania, Maryland, Ohio, Illinois, Michigan and Connecticut (currently inactive) with and has an application pending in Massachusetts. Plymouth is also licensed as a Gas Supplier in New York, New Jersey, Ohio, Maryland, Michigan and Pennsylvania with an application pending in Massachusetts.

Plymouth has not yet begun serving electric customers in Ohio, but does anticipate that it will begin enrolling electric customers during the second half of 2014.



July 23, 2010

Plymouth Rock Energy LLC 165 Remson Street Brooklyn, NY 11201 Attn: Adam Sokol

Dear Mr. Sokol:

Your application to become a customer of the New York Independent System Operator has been approved. You are now able to fully participate in the New York electric energy markets in accordance with the Tariffs under which you have elected to take service.

We look forward to providing the services needed to ensure reliable operation of the New York bulk transmission system and to facilitate an open, fair, and effective competitive electricity wholesale marketplace.

If we can be of assistance to you in your participation in this marketplace, please contact us at (518) 356-6060 or via e-mail at market_services@nyiso.com. Also, we invite you to become familiar with our web site www.nyiso.com. It contains important information about the NYISO with links to the OASIS/MIS, billing data, NYISO Manuals, contact information, a calendar of events, training schedules, and other market information.

Regards,

Roger Kirkpatrick, Manager, Customer Support & Training

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350

www.dps.state.ny.us

PUBLIC SERVICE COMMISSION

GARRY A. BROWN
Chairman
PATRICIA L. ACAMPORA
MAUREEN F. HARRIS
ROBERT E. CURRY JR.
JAMES L. LAROCCA
Commissioners



PETER McGOWAN

General Counsel

JACLYN A. BRILLING
Secretary

May 13, 2010

Mr. Adam Sokol Plymouth Rock Energy, LLC 165 Remsen Street, Suite 200 Brooklyn, NY 11201

RE: Plymouth Rock Energy

Dear Mr. Sokol:

Thank you for submitting the recent updates to your ESCO Retail Access Application Package. This letter acknowledges your company's decision to include offering electric commodity service to residential and commercial customers in New York State. All updated documentation recently submitted has been reviewed by Staff and remains in compliance with the New York State ESCO eligibility requirements that are implemented by codes and regulations found in the Uniform Business Practices and other applicable regulations or Commission Orders. Therefore, Staff acknowledges that Plymouth Rock Energy, LLC has been deemed eligible to serve residential and non-residential electric and natural gas customers in New York State.

Please be advised that you should check with utilities to determine if they have additional approval requirements by contacting those companies in whose service territories you intend to serve or are now serving customers. Please note that each utility's eligibility requirements pertain only to their retail access programs.

Be advised that to maintain your ESCO eligibility, you must notify Staff of any substantive legal, financial or business related changes to your company as they occur. If your business plan changes and you decide to expand your service offerings by choosing to participate in any of the ESCO referral programs or move into other utility service territories, you must immediately submit the appropriate documentation for Staff review and determination of how it affects your current eligibility.

If you are using vendors to provide ESCO related services, (e.g., EDI), the ESCO remains fully responsible for any activities the vendors perform. If you have not already done so, or if you have changed vendors since last reporting them to us, please provide Staff a list with contact information for all vendors you are now using. Finally, you must

submit a statement annually, by January 31st, indicating that the information in your original or most recent updated Retail Access Application remains current, or submit a statement identifying the revisions. Upon completion of our review of any new eligibility information, Staff will then update your eligibility status as necessary.

Please do not hesitate to contact me if you have any further questions or concerns at 518-486-2432 or Christine_Bosy@dps.state.ny.us.

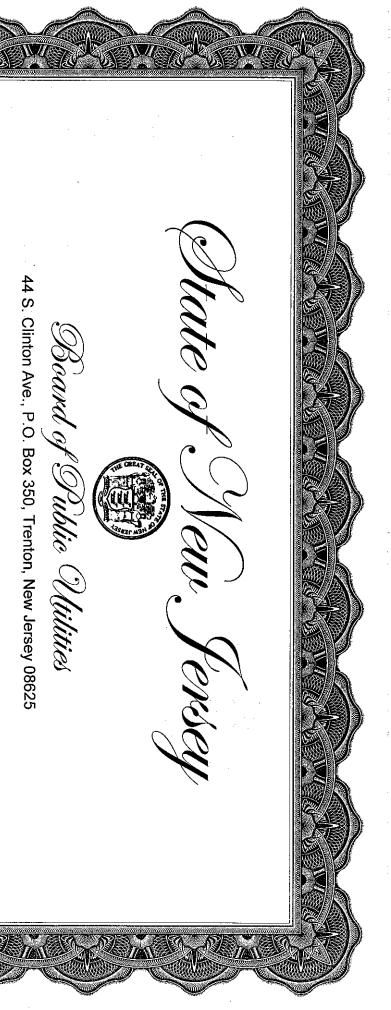
Sincerely,

Christine a Bosy

Christine A. Bosy Retail Access Section Office of Consumer Policy

Cc: Via Email

Usher Fogel



HEREBY LICENSES

Plymouth Rock Energy, LLC

338 Maitland Avenue Teaneck, New Jersey 07666

To conduct business in the State of New Jersey as a

Gas Supplier

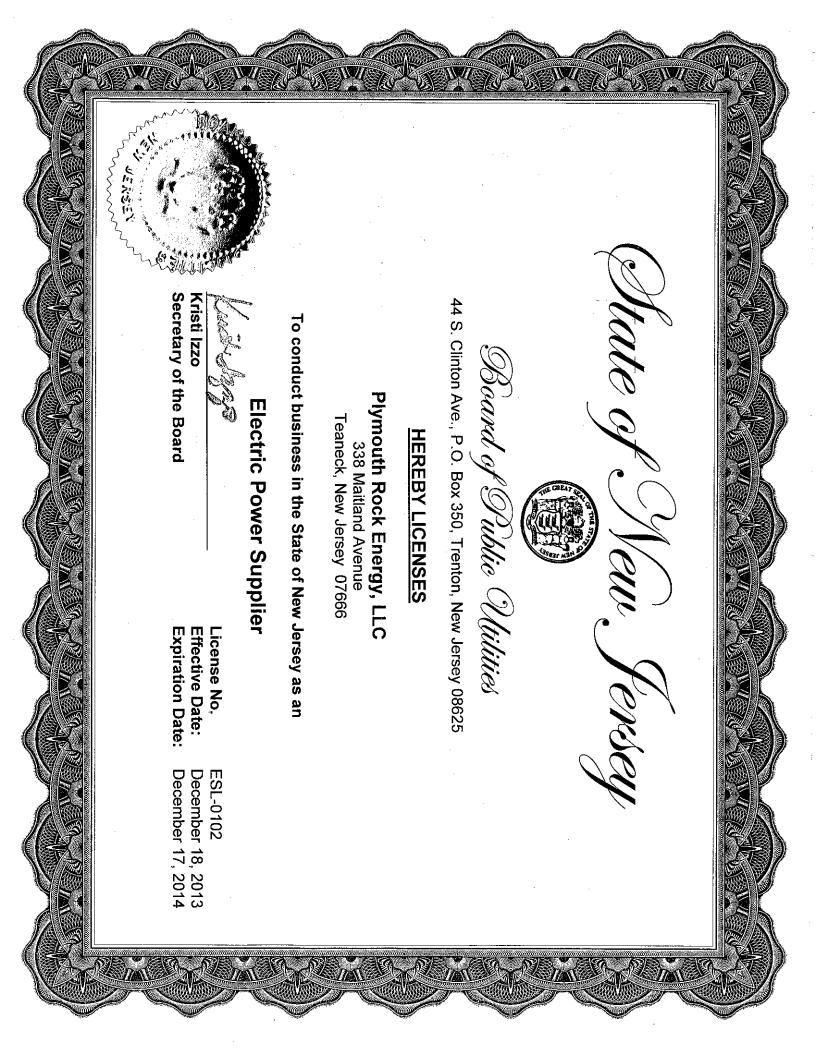


Secretary of the Board Kristi Izzo

License No.
Effective Date:

Expiration Date:

GSL-0038 December 18, 2013 December 17, 2014





Steven D. Lesser
Asim Z. Haque
Lynn Slaby
M. Beth Trombold

PUBLIC UTILITIES COMMISSION OF OHIO

Certified as a Competitive Retail Electric Service Provider

RENEWAL Certificate Number: 12-480E (2)

Issued Pursuant to Case Number(s):

12-666-EL-CRS

A certificate as a Competitive Retail Electric Service Provider is hereby granted to Plymouth Rock Energy, LLC whose office or principal place of business is located at 1074 Broadway, Woodmere, NY 11598 to provide <u>power marketer and power broker</u> services within the State of Ohio effective March 17, 2014.

The certification of competitive retail electric suppliers is governed by Section 4901:1-24-(01-13) of the Ohio Administrative Code, Section 4901:1-21-(01-15) of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.

This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met.

Subject to all rules and regulations of the Commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio.

Dated: March 20, 2014

By Order of

PUBLIC UTILITIES COMMISSION OF OHIO

Barcy F. McNeal, Secretary

Tanowa M. Troupe, Acting Secretary

Holly Karg, Acting Secretary

Certificate Expires: March 17, 2016

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.

MAR 2 0 2014

180 East Broad Street
Columbus, Ohio 43215-3793 Technician Date Processed MAR 2 0 2014

CRES AUTOMATIC CASE ACTION FORM

Case	No. 1	2-0666-EL-CRS
Date	Sent:	March 20, 2014
Effe	tive D	ate of Certificate: March 17, 2014
Certi	ficate l	Expires: March 17, 2016
Com	pany N	Name and Company Name d/b/a: Plymouth Rock Energy, LLC
⊠R	enewa	ıİ
Acti	on Nec	eded:
	issue	e Certificate Number to: at (address):
	Certin	fied To Provide the Following Services: Retail Generation Aggregation Power Marketer Power Broker Governmental Aggregation
\boxtimes	Rene	ew Certificate No. 12-480E (1) to 12-480E (2)
	Revis	se Certificate No. to (check all applicable):
		Reflect name change from to
		Reflect address change from to
		Add new service offering to certificate:
		Retail Generation Aggregation Power Marketer Power Broker Governmental Aggregation
		Correct Administrative Error
		Reflect Change of Ownership to:
	Cano	el Certificate No.
	Prote	ect Un-redacted copies until
	Close	e Case File, Case Withdrawn at Applicant's Request
П	Close	e Case File

Service Notice For Case: 12-0666-EL-CRS

Page 1 of 1

CASE NUMBER:

12-0666-EL-CRS

CASE DESCRIPTION:

PLYMOUTH ROCK ENERGY LLC

DATE OF SERVICE:

3/20/2014

DOCUMENT SIGNED ON: 3 /20/204

APPLICANT

PARTY OF RECORD

PLYMOUTH ROCK ENERGY LLC VP OF FINANCE

SHYAM PERSAUD 1074 BROADWAY

WOODMERE, NY 11598

Phone:(516) 634-2501

Email:SPERSAUD@PLYMOUTHENERGY.COM

ATTORNEY

*Schmitt, Erika L Ms.

Customized Energy Solutions 1528 Walnut Street, 22nd Floor

Philadelphia, PA 19102

Phone:267-331-4242

Fax:215-875-9490

Email:eschmitt@ces-ltd.com

ATTORNEY

PARTY OF RECORD

ATTORNEY

none

*Schmitt, Erika L Ms.

Customized Energy Solutions 1528 Walnut Street, 22nd Floor

Philadelphia,PA 19102 Phone:267-331-4242

Fax:215-875-9490

Email:eschmitt@ces-ltd.com



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

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

January 9, 2012

VIA EMAIL

Mr. Adam Sokol Plymouth Rock Energy, LLC 1074 Broadway Woodmere, NY 11598

Dear Mr. Sokol,

Plymouth Rock Energy, LLC became a PJM Member on March 4, 2011, and is known on the PJM system by its short name of "PLYMRE", Org. ID 17,961.

Plymouth Rock Energy, LLC signed the PJM Reliability Assurance Agreement on June 29, 2010.

Should you require anything further, please advice.

Sincerely,

Audrey D. Williams

Paralegal / Contract Administrator

SCHEDULE 4

STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC

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

Additional Member Agreement

phase of its Members. 2. Plymoush has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Region is required to integrate the Operating Agreement. If expansion of the PJM Region is required to integrate the PJM Region boundaries is attached hereto. Power of the PJM Region boundaries is attached hereto. Power of the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Power of the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Power of the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Power of the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Power of the PJM Region is required to integrate the PJM Region is req	
The Operating Agreement. If expansion of the PIM Region is required to integrate the PIM Region boundaries is attached hereto.	This Additional Member Agreement (the "Supplemental Agreement"), dated as of much 4, 2011, is entered into among flymbuth and the President of the LLC acting on behalf of its Members.
The Operating Agreement. If expansion of the PIM Region is required to integrate the PIM Region boundaries is attached hereto.	2 Mount At Me has demonstrated that it mosts all of the qualifications required of a Member to
required metering, telemetering and hardware and software appropriate for it to become a member. 3	2. If you work has demonstrated that it meets all of the qualifications required to integrate
changes in the PJM Region boundaries is attached hereto.	the Operating Agreement. If expansion of the PJW Region is required to integrate
agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date. 4	
hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be: 5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members. 6. The Operating Agreement is hereby amended to include Myrouth as a Member of the LLC thereto, effective as of Members, the date the President of the LLC countersigned this Agreement. IN WITNESS WHEREOF, Myrouth and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives. Members of the LLC By: Name: Teny Boston Title: President **Coo Plymouth Lock Guery, LLC By: Name: Manner To Koo Plymouth Lock Guery, LLC By: Name: Manner To Koo Plymouth Lock Guery, LLC	
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IN WITNESS WHEREOF,	6. The Operating Agreement Chereby amended to include // as a Member of the
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By: Name: Terry Boston Title: President *Coo Plymonth Lock Energy, LLC By: Name: Alan So Kol	
By: Name: Terry Boston Title: President *CEO Plymonth Lock Energy, LLC By: Name: /Jan 50 Ko/	caused this Supplemental Agreement to be executed by their duly authorized representatives.
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President *CEO Plymonth Lock Energy, LLC By: Name: Jan 50 Ko	
By: Name: /Jan So Ko/	Title: President #6.60
Name: / lan so Ko/	Plymonth Lock Friendy, LLC
	By:
Title: 1/ //	
	Title:

Issued By: Craig Glazer Effective: May 1, 2004

Vice President, Government Policy

Issued On: April 30, 2004

DOUGLAS R. M. NAZARIAN CHAIRMAN

HAROLD D. WILLIAMS LAWRENCE BRENNER KELLY SPEAKES-BACKMAN W. KEVIN HUGHES

STATE OF MARYLAND



PUBLIC SERVICE COMMISSION

#11, 4/11/12 AM; ML#s 135973, 137600 and 137706

License Reference No.: IR-2518

April 11, 2012

Erika Schmitt Customized Energy Solutions 1528 Walnut Street, 22nd Floor Philadelphia, PA 19102

Dear Ms. Schmitt:

On December 12, 2011, Plymouth Rock Energy, LLC ("Plymouth") filed an Application for a license to supply electricity or electric generation services in Maryland under COMAR 20.51. Additional information was filed on March 9, 2012, March 15, 2012 and March 29, 2012. The Company proposes to provide electricity supplier services in Maryland for residential, commercial and industrial customers as described in the application.

After considering this matter at the April 11, 2012 Administrative Meeting, the Commission granted Plymouth a license to supply electricity or electric generation services in Maryland in accordance with its Application (License Reference Number IR-2518). The license granted by the Commission under this Letter Order is limited solely to electricity supplier and broker services to residential, commercial and industrial customers. Additionally, Plymouth is directed to file marketing and training materials specific to its Maryland operations, consistent with Staff's recommended edits, when materials become available.

Finally, Plymouth is reminded that it is under a continuing obligation to notify the Commission within 30 days of any changes to the information upon which the Commission relied in granting this license. A copy of the supplemental or updated information is required to be filed concurrently with the Office of People's Counsel.

By Direction of the Commission.

David J. Collins Executive Secretary

Phil VanderHeyden, Electricity Division

DOUGLAS R. M. NAZARIAN

HAROLD D. WILLIAMS LAWRENCE BRENNER KELLY SPEAKES-BACKMAN W. KEVIN HUGHES

STATE OF MARYLAND



PUBLIC SERVICE COMMISSION

#31, 8/1/12 AM; ML#s 139409 and 141287

License Ref. No.: IR-2705

August 1, 2012

Erika Schmitt Compliance Analyst Plymouth Rock Energy, LLC 1528 Walnut Street, 22nd Floor Philadelphia, PA 19102

Dear Ms. Schmitt:

On May 18, 2012 Plymouth Rock Energy, LLC ("Company") filed an Application for a license to supply natural gas or natural gas supply services in Maryland under COMAR 20.54. Additional information was filed on July 13, 2012. The Company proposes to provide natural gas supplier services in Maryland for residential, commercial and industrial customers.

After considering this matter at the August 1, 2012 Administrative Meeting, the Commission granted the Company a license to supply natural gas or natural gas supplier services in Maryland in accordance with its application (License Reference Number IR-2705). The license granted by the Commission under this Letter Order is limited solely to natural gas services to residential, commercial and industrial customers. Additionally, the Company is directed to amend its marketing material to include natural gas and to submit the material to the Commission for review.

Finally, the Company is reminded that it is under a continuing obligation to notify the Commission within 30 days of any changes to the information upon which the Commission relied in granting this license. A copy of the supplemental or updated information is required to be filed concurrently with the Office of People's Counsel.

By Direction of the Commission

David J. Collins
Executive Secretary

DJC/st

cc: Merwin Sands, Gas Division

WILLIAM DONALD SCHAEFER TOWER • 6 ST. PAUL STREET • BALTIMORE, MARYLAND 21202-6806

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Plymouth Rock Energy, LLC :

:

Application for Certificate of : 12-0252

Service Authority under Section : 16-115 of the Public Utilities Act. :

ORDER

By the Commission:

I. INTRODUCTION

On March 30, 2012, Plymouth Rock Energy, LLC ("Applicant") filed a verified application with the Illinois Commerce Commission ("Commission") requesting a Certificate of Service Authority authorizing it to operate as an alternative retail electric supplier ("ARES") in Illinois pursuant to Section 16-115 of the Public Utilities Act ("Act"), 220 ILCS 5/1-101 et seq., and 83 Ill. Adm. Code 451, "Certification of Alternative Retail Electric Suppliers," ("Part 451"). Applicant submitted its certificate of publication showing that on April 3, 2012, notice of the application was published in the official State newspaper. The Administrative Law Judge requested additional information and clarification of certain matters contained in the application. Applicant filed a verified response on April 13, 2012.

II. BACKGROUND AND AUTHORITY SOUGHT BY APPLICANT

Applicant is a New York limited liability company not affiliated with an Illinois utility. Applicant does not currently possess any authority under the Act. Applicant seeks authority to offer the sale of electricity and power to all eligible residential and nonresidential retail customers in the service territory of Commonwealth Edison Company ("ComEd") pursuant to Subpart D of Part 451. Applicant currently supplies electricity in the competitive retail markets of New Jersey, New York, Ohio, and Pennsylvania and gas in the competitive retail markets in New Jersey and New York. Applicant also currently has alternative electric supplier license applications pending in Connecticut and Maryland.

III. GENERAL REQUIREMENTS UNDER THE ACT

Applicant does not intend to install, operate, or maintain generation, transmission, or distribution facilities within Illinois. Therefore, no demonstration of compliance with the requirements of Section 451.20(d)(2) has been made. Applicant's employees are not permitted to perform such functions, nor are others permitted to perform such functions pursuant to contractual arrangements with Applicant.

Applicant has certified that it will comply with all applicable regulations; that it will provide service only to retail customers eligible to take such services; that it will comply with informational and reporting requirements established by Commission rule; that it will comply with informational and reporting requirements pursuant to Section 16-112 of the Act; and that it will comply with all other applicable laws, regulations, terms, and conditions required to the extent they have application to the services being offered by an ARES. Additionally, Applicant has agreed to submit good faith schedules of transmission and energy in accordance with applicable tariffs. Applicant has agreed to adopt and follow rules relating to customer authorizations, billing records, and retail electric services and agrees to retain requests for delivery services transmitted to utilities for a period of not less than two calendar years after the calendar year in which they are created. Applicant has agreed to adopt and follow rules and procedures to preserve the confidentiality of its customers' data.

Applicant agrees to procure renewable energy resources as required by subsection (d) of Section 16-115 and Section 16-115D of the Act. Applicant also certifies that it will source electricity from clean coal facilities as required by Section 16-115(d)(5) of the Act.

Pursuant to the requirements of Subpart D of Part 451, Applicant certifies that any marketing materials that make statements concerning prices, terms, and conditions of service shall contain information that adequately discloses the prices, terms, and conditions of the products or services that it is offering or selling to the customer. Applicant also certifies that before any customer is switched from another supplier, it shall give the customer written information that adequately discloses, in plain language, the prices, terms, and conditions of the products and services being offered and sold to the customer. Applicant further certifies that it will provide documentation to the Commission and to customers that substantiates any claims made regarding the technologies and fuel types used to generate the electricity offered or sold to customers. Applicant commits to provide to its customers itemized billing statements that describe the products and services provided to the customer and their prices; and an additional statement, at least annually, that adequately discloses the average monthly prices, and the terms and conditions, of the products and services sold to the customer.

Applicant certifies that it will include materials comprising the consumer education program pursuant to Section 16-117 of the Act with all initial mailings to potential residential and small commercial retail customers and before executing any agreements or contracts with such customers. Applicant certifies that it will provide consumer education program materials pursuant to Section 16-117 of the Act at no charge to residential and small commercial retail customers upon request. Applicant certifies that it will provide to residential and small commercial retail customers on a semi-annual basis information on how to obtain a list of ARES that have been found in the last three years by the Commission to have failed to provide service in accordance with the terms of their contracts pursuant to Section 16-117(g)(4)(C) of the Act.

Applicant states that it has not been denied an electric supplier license in any state. Nor, Applicant continues, has it had an electric supplier license suspended or revoked by any state. Applicant states that it is not the subject of any lawsuits in a court of law or formal complaints filed with a regulatory agency alleging fraud, deception, unfair marketing practices, or similar allegations. In Attachment E to the application, however, Applicant lists 24 informal complaints concerning gas and/or electric service spanning the period of February 1, 2011 through February 13, 2012. Thirteen of the complaints arose in New York. The remainder arose in New Jersey. In each instance, Applicant reports that each informal complaint was settled with the customer. In response to the Administrative Law Judge ruling, Applicant provided a copy of its complaint resolution procedures.

IV. FINANCIAL, TECHNICAL, AND MANAGERIAL REQUIREMENTS OF SECTION 16-115

Applicant asserts that it meets the financial qualifications set forth in Section 16-115(d)(1). Specifically, Applicant states that it meets the requirements of Section 451.320(a)(3) in that it is a member of PJM Interconnection ("PJM"), as demonstrated in Attachment C to the application. Applicant certifies therein that it will purchase 100% of its physical electric energy from PJM for delivery to the ComEd service territory.

Applicant represents that it meets the technical and managerial qualifications set forth in Section 16-115(d)(1) of the Act and Sections 451.330 and 451.340 of Part 451. In Attachment E to the application and in the April 13, 2012 response to the Administrative Law Judge ruling, Applicant identified the personnel who satisfy the criteria and provided biographical information for these individuals. Overall, the record reflects that Applicant has demonstrated that its resources and abilities match the services that it intends to provide to its customers. Applicant states that it will not rely contractors to meet the technical and managerial requirements of Sections 451.330 and 451.340. Applicant provided a telephone number and facsimile number where its staff can be directly reached at all times.

Pursuant to the requirements of Section 451.50 of Part 451, Applicant provided a License or Permit Bond in the amount of \$300,000 issued by a qualifying surety authorized to transact business in Illinois. Attachment F to the application is a copy of the required License or Permit Bond.

V. COMMISSION CONCLUSION AND CERTIFICATE OF SERVICE AUTHORITY

The Commission has reviewed the application, attachments thereto, and the responses to the rulings provided by Applicant regarding the technical, financial, and managerial requirements and all other requirements of the Act and Part 451 and finds that the Applicant sufficiently demonstrates compliance with the requirements. Although Applicant has received some informal complaints from New Jersey and New York customers, the unverified nature of the complaints and the apparent satisfactory

resolution of the complaints lead the Commission to conclude that the informal complaints are not sufficient reason to deny Applicant the requested certificate. The Commission determines, therefore, that Applicant's request for a Certificate of Service Authority to operate as an ARES in Illinois should be granted and should include the following authority:

CERTIFICATE OF SERVICE AUTHORITY

IT IS CERTIFIED that Plymouth Rock Energy, LLC is granted service authority to operate as an Alternative Retail Electric Supplier as follows:

SERVICES TO BE PROVIDED: The sale of electricity and power.

CUSTOMERS TO BE SERVED: All eligible residential and nonresidential customers.

GEOGRAPHIC REGION TO BE SERVED: The service area of Commonwealth Edison Company.

VI. FINDINGS AND ORDERING PARAGRAPHS

The Commission, having reviewed the entire record, is of the opinion and finds that:

- (1) Applicant, a business organized under the laws of New York, seeks a Certificate of Service Authority to operate as an ARES under Section 16-115 of the Act;
- (2) the Commission has jurisdiction over the party hereto and the subject matter hereof:
- (3) the recitals of fact and conclusions reached in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact, as required by Section 16-115(d)(1) of the Act;
- (4) Applicant has demonstrated that it possesses sufficient financial, managerial, and technical resources and abilities to provide power and energy to all eligible residential and nonresidential retail customers throughout the service area of ComEd;
- (5) Applicant has complied with Section 16-115(d)(1) through (5) and (8) of the Act and 83 III. Adm. Code 451; and
- (6) Applicant should be granted a Certificate of Service Authority authorizing it to operate as an ARES as specified in Section V of this Order.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that Plymouth Rock Energy, LLC is hereby granted the Certificate of Service Authority set forth in Section V of this Order.

IT IS FURTHER ORDERED that Plymouth Rock Energy, LLC shall comply with all applicable Commission rules and orders now and as hereafter amended.

IT IS FURTHER ORDERED that the Illinois Commerce Commission retains jurisdiction over Plymouth Rock Energy, LLC and of the subject matter hereof for the purpose of issuing such further orders as the Commission may deem necessary.

IT IS FURTHER ORDERED that, subject to the provisions of Section 10-113 of the Public Utilities Act and 83 III. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By order of the Commission this 2nd day of May, 2012.

(SIGNED) DOUGLAS P. SCOTT

Chairman

PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-2013-2384046

Application of Plymouth Rock Energy, LLC the right to begin to offer, render, furnish or supply natural gas supply services as a Supplier and Broker/Marketer to the public, limited to residential, small commercial (under 6,000 MCF annually), large commercial (6,000 MCF or more annually), industrial, and governmental customers in the natural gas distribution company service territories of UGI Utilities, Inc., UGI Central Penn Gas, UGI Penn Natural Gas, Peoples TWP LLC, PECO Energy Company, Philadelphia Gas Works, and Peoples Natural Gas Company, LLC, within the Commonwealth of Pennsylvania.

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues, evidencing the Commission's approval, to the applicant this:

LICENSE FOR NATURAL GAS SUPPLIER.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the City of Harrisburg this 5TH DAY OF DECEMBER 2013.

Secretary

PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-2011-2264916

EFFECTIVE: December 1, 2011

Power throughout the Commonwealth of Pennsylvania. the service territories of PECO Energy Company, PL Electric Utilities, Penelec, West Penn Power, Duquesne, Met-Ed and Penn The Application of Plymouth Rock Energy, LLC for approval to begin to offer, render, furnish or supply electricity or electric generation supplier services as a supplier to residential, large commercial, small commercial and industrial customers in

application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues, evidencing the Commission's approval, to the applicant this: hearing, it has, by its report and order made and entered, found and determined that the granting of the The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or



LICENSE FOR ELECTRIC GENERATION SUPPLIER.

at its office in the city of Harrisburg this 5th day of April 2012. has caused these presents to be signed and sealed, and duly attested by its Secretary In Witness Whereof, the PENNSYLVANIA PUBLIC UTILITY COMMISSION

Secretary

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)	
PLYMOUTH ROCK ENERGY, LLC,)	Case No. U-17491
for a license as an alternative gas supplier.)	
)	

At the January 23, 2014 meeting of the Michigan Public Service Commission in Lansing, Michigan.

PRESENT: Hon. John D. Quackenbush, Chairman Hon. Greg R. White, Commissioner Hon. Sally A. Talberg, Commissioner

ORDER GRANTING LICENSE

On October 10, 2013, Plymouth Rock Energy, LLC (PRE) applied for a license to operate as an alternative gas supplier (AGS) within Michigan pursuant to 2002 PA 634, MCL 460.9 *et seq*. (Act 634). As part of its application, PRE provided information to demonstrate compliance with the AGS license requirements under Act 634 and under the Commission's March 12, 2003 order in Case No. U-13694 (March 12 order). That order established the AGS licensing procedure.

Act 634 requires an AGS to have the necessary financial, managerial, and technical capabilities to serve customers within the state of Michigan. The act also requires an AGS to maintain an office within the state. Under the March 12 order, the Commission Staff (Staff) must review the application of the AGS for conformance with the act and with the Commission's orders. The Staff then must recommend appropriate action regarding that application to the

Commission. The Staff has reviewed PRE's license application and the information submitted and recommends that the company be granted a license to operate as an AGS in Michigan.

The application shows that PRE is a privately held limited liability company and has its headquarters at 1074 Broadway, Woodmere, NY. PRE was organized in New York on September 2, 2004 and registered with the Michigan Corporations Division on October 23, 2012, ID Number D9201J.

PRE is a wholly owned subsidiary of Plymouth Rock Energy Parent Holding, LLC, which is partially owned by MVC Private Equity Fund, LP. PRE is a licensed competitive retail gas supplier in New York, New Jersey, Maryland, Ohio and, recently, Pennsylvania. PRE is also licensed to provide retail electric service in New York, New Jersey, Pennsylvania, Maryland, Ohio, Illinois and Connecticut (currently inactive). PRE serves approximately 46,000 total retail electric and natural gas customers throughout these jurisdictions.

The Staff reviewed PRE's personnel descriptions and histories and observes that its key personnel have over 50 combined years of experience in the energy industry, from risk management, buying and selling of natural gas and power, scheduling, load forecasting, compliance and regulatory to many other aspects associated with the day to day management and growth of the natural gas and electricity sectors. PRE answers customer inquiries and complaints during regular business hours through its in-house customer care center and has a 24-hour answering service in place for after hours and holidays. Staff has determined that PRE is well qualified with sufficient experience and expertise to serve customers in Michigan's Gas Customer Choice Program.

Based upon the information provided by PRE and the recommendation of the Staff, the Commission finds that PRE possesses the appropriate managerial and technical capabilities to serve customers within the state of Michigan.

PRE has provided the Staff with a surety bond in the amount of \$100,000. Based on its review of the confidential financial documents and the satisfied bond requirement, the Staff determined that PRE's financial capabilities and availability meet Act 634 requirements. The Commission agrees.

Act 634 requires PRE to maintain an office within the state of Michigan. On December 6, 2013, PRE filed a letter in the docket amending the Michigan office address submitted in the original application filing. PRE's Michigan office is located at 25900 Greenfield Road, Suite 245, Royal Oak, MI 48237. The Staff determined that PRE has met the office requirements for licensing. The Commission agrees.

Based upon the submissions and all of the information provided, the Commission finds that PRE's request to be licensed as an AGS is reasonable and in the public interest, and that it should be approved. However, the grant of the license is conditioned upon compliance with all of the applicable provisions of Act 634, the Commission's orders and administrative rules, and each of the delivering natural gas utilities' tariffs. Failure to comply with any of these provisions may result in revocation of the license or other penalties.

THEREFORE, IT IS ORDERED that:

- A. Plymouth Rock Energy, LLC, is granted a license as an alternative gas supplier.
- B. Plymouth Rock Energy, LLC, shall comply with the regulatory requirements specified in 2002 PA 634, MCL 460.9 *et seq.*; the Commission's orders and administrative rules approved by the Commission; and each of the delivering natural gas utilities' tariffs.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26.

MICHIGAN PUBLIC SERVICE COMMISSION

John D. Tuackenbush

Dieg R White

John D. Quackenbush, Chairman

Greg R. White, Commissioner

Sally A. Talberg, Commissioner

Suy A Taly

By its action of January 23, 2014.

Mary Jo Kunkle, Executive Secretary

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STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of)
PLYMOUTH ROCK ENERGY, LLC,) Case No. U-17492
for a license as an alternative electric supplier.	
	_)
In the matter, on the Commission's own motion,)
regarding the regulatory reviews, determinations,)
and/or approvals necessary for PLYMOUTH ROCK) Case No. U-17549
ENERGY, LLC, to fully comply with Public Act 295	
of 2008.	
)

At the January 23, 2014 meeting of the Michigan Public Service Commission in Lansing, Michigan.

PRESENT: Hon. John D. Quackenbush, Chairman Hon. Greg R. White, Commissioner Hon. Sally A. Talberg, Commissioner

ORDER

On October 10, 2013, Plymouth Rock Energy, LLC, (PRE) submitted an application pursuant to the "Customer Choice and Electricity Reliability Act," 2000 PA 141, MCL 460.10 *et seq*. (Act 141), for a license as an alternative electric supplier (AES). An AES is a person selling electric generation service to retail customers in this state, other than a person who physically delivers electricity directly to retail customers. MCL 460.10g(a). With its application, PRE submitted information designed to show its compliance with the statutory requirements for an AES.

Act 141 requires the Commission to ensure that AESs have the necessary financial capability, possess technical competence to engage in energy transactions, are capable of meeting safety requirements for electric operations, and comply with all other lawful obligations. Additionally, the June 19, 2000 Commission order in Case No. U-11915 requires AESs to maintain an office within Michigan.

On October 6, 2008, Public Act 295 of 2008, MCL 460.1001 *et seq.*, the "Clean, Renewable, and Efficient Energy Act," was signed into law (Act 295). The Commission issued an order in Case No. U-15800 on December 4, 2008, which provides requirements for implementing Act 295. Among other things, Act 295 requires all providers of electric service in this state, including AESs, to establish renewable energy programs.

Act 295 also requires the Commission to establish a statewide net metering program. Pursuant to Section 173(1) of Act 295, the Commission promulgated rules entitled "Electric Interconnection and Net Metering Standards," which were effective May 27, 2009. AESs are required to comply with the net metering requirements of Act 295 and the Commission's rules.

The Commission Staff (Staff) is responsible for review of the application and for making a recommendation regarding a license. The Staff reviewed the information submitted by PRE and recommends that the Commission grant PRE a license to operate as an AES in Michigan.

PRE is a wholly owned subsidiary of Plymouth Rock Energy Parent Holding, LLC, which in turn, is partially owned by MVC Private Equity Fund, LP. PRE is a privately held limited liability company and has its headquarters at 1074 Broadway, Woodmere, NY. PRE was organized in New York on September 2, 2004 and registered with the Michigan Corporations Division on October 23, 2012, ID Number D9201J.

PRE is a licensed competitive retail electric supplier in New York, New Jersey, Pennsylvania, Maryland, Ohio, Illinois and Connecticut (currently inactive). Additionally, PRE is licensed as a natural gas supplier in New York, New Jersey, Maryland, Ohio and, recently, Pennsylvania. PRE serves approximately 46,000 total retail electric and natural gas customers throughout these jurisdictions.

After reviewing PRE's personnel descriptions and histories, the Staff determined that PRE has sufficient experience and expertise to manage risk and to reliably supply electricity in Michigan's electric choice market. Based on the information provided, and the recommendation of the Staff, the Commission finds that PRE possesses the appropriate managerial and technical capabilities to serve customers within the state of Michigan.

The Staff reviewed PRE's audited financial statements for the last two years. PRE also provided the Staff with a surety bond in the amount of \$100,000. Based upon its review of the financial statements and the bond, the Staff determined that PRE's financial capabilities meet the Act 141 requirements. The Commission agrees.

The Commission requires AESs to maintain an office in Michigan. On December 6, 2013, PRE filed a letter in the docket amending the Michigan office address submitted in the original application filing. PRE's Michigan office is located at 25900 Greenfield Road, Suite 245, Royal Oak, MI 48237. The Staff determined that PRE has complied with the Michigan office requirements. The Commission agrees.

After review of PRE's application, the Commission finds that approval of the application is in the public interest. On numerous occasions, the Commission has found that competition can be advantageous to the citizens of the state. Approval of the request for a license as an AES will expand the opportunities for competition. Accordingly, the application should be approved. The

grant of an AES license is conditioned on compliance with all applicable provisions of the statute and the Commission's orders. Failure to comply fully may result in revocation of the license or other penalties. Further, the grant of a license is conditioned upon the provision of service to customers within a reasonable time. Failure to do so may result in revocation of the license.

The Commission also finds that, as a licensed AES in Michigan, PRE is required by Act 295 to file a renewable energy plan (REP) with the Commission. However, the Commission notes that the original deadline set by Act 295 and the order in Case No. U-15800 for filing a REP has passed. Therefore, in consideration of the fact that PRE's AES license was granted, the Commission has opened a separate docket for PRE's REP, which shall be filed in Case No. U-17549 by June 30, 2014.

THEREFORE, IT IS ORDERED that:

- A. Plymouth Rock Energy, LLC, is granted a license as an alternative electric supplier.
- B. Plymouth Rock Energy, LLC, shall operate as an alternative electric supplier in compliance with the regulatory requirements specified in the "Customer Choice and Electricity Reliability Act," MCL 460.10 *et seq.*, and the Commission's orders.
- C. Plymouth Rock Energy, LLC, is required to comply with the net metering requirements of Act 295 of 2008 and the Commission's rules.
- D. Plymouth Rock Energy, LLC, shall file its initial renewable energy plan in Case No.U-17549 by June 30, 2014.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26.

MICHIGAN PUBLIC SERVICE COMMISSION

John D. Turskenbush

Dig R White

John D. Quackenbush, Chairman

Greg R. White, Commissioner

Sally A. Talberg, Commissioner

Say A Tal

By its action of January 23, 2014.

Mary Jo Kunkle, Executive Secretary

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MARKET PARTICIPANT AGREEMENT

for

PLYMOUTH ROCK ENERGY, LLC

MISO MPA Designation No.: MPA.PLY

ATTACHMENT W

FORM OF MARKET PARTICIPANT AGREEMENT

- 1.0 This Market Participant Agreement ("MP Agreement"), dated as of \[\subsection \text{torm box 3, 2013} \], is entered into, by and between the Midwest Independent Transmission System Operator, Inc., ("Transmission Provider") and Plymouth Rock Energy, LLC ("Market Participant").
- 2.0 The Market Participant has been determined by the Transmission Provider to be a Market Participant as defined in the Tariff.
- 3.0 The Market Participant agrees to supply the Transmission Provider with any and all information the Transmission Provider deems reasonably necessary in accordance with Good Utility Practice.
- 4.0 The Transmission Provider agrees to provide services to the Market Participant upon a request by an authorized representative of the Market Participant. The Market Participant agrees to take and pay for the requested services in accordance with the provisions of the Tariff and this MP Agreement.

Issued by: Stephen G. Kozey, Issuing Officer

Issued on: October 1, 2008

Effective: January 6, 2009

- 5.0 Market Participant status under the Tariff shall commence upon execution of this MP Agreement by the Transmission Provider. Service(s) under the Tariff shall commence at the time of the requested service(s) commencement date.
- 6.0 This MP Agreement shall terminate on such date as mutually agreed upon by the Parties.
- 7.0 The Market Participant shall provide written notification of any unexpected material adverse changes in circumstances that may affect the Market Participant's status as a Market Participant, within twenty-four (24) hours of having learned of the change.

Issued by: Stephen G. Kozey, Issuing Officer

Issued on: October 1, 2008

- 8.0 The Market Participant shall notify the Transmission Provider in writing of any material adverse change in circumstances that the Market Participant learns of or intends to implement and may affect its status at least seventy-two (72) hours prior to the change.
- 9.0 Any notice or request made to either of the parties to this MP Agreement shall be made to the following representatives:

<u>Transmission Provider</u> <u>Market Participant</u>

Title: Address:

Contract Administrator 701 City Center Drive Carmel, IN 46032 Plymouth Rock Energy, LLC 1074 Broadway

Woodmere, NY 11598

10.0 The Tariff, in its entirety, is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the parties have caused this MP Agreement to be executed by their respective authorized officials.

Transmission Provider

By: Smlrey Speri Name: Kimberly Speri Title: Director

Date: 12/3/2013

Market Participant

Name: StyAn FOOD W

Title: 18-FW > 10 C

Issued by: Stephen G. Kozey, Issuing Officer

Issued on: October 1, 2008

Effective: January 6, 2009



Michael Lynch, Chair NEPOOL Membership Subcommittee

October 18, 2011

Mr. Adam Sokol President **Plymouth Rock Energy, LLC** 1074 Broadway Woodmere, NY 11598 c/o eschmidtt@ces-ltd.com

Re: Application for NEPOOL Membership

Dear Mr. Sokol:

The request of Plymouth Rock Energy, LLC ("Plymouth Rock") to become a Participant¹ in the New England Power Pool ("NEPOOL") was approved by the NEPOOL Participants Committee Membership Subcommittee at its October 17 11 meeting, subject to the applicable understandings, including those which are reflected in the attachment to this letter.

Please confirm Plymouth Rock's acceptance of NEPOOL's Standard Membership Conditions, Waivers and Reminders by signing a copy of this letter and returning it, along with a copy of the Standard Membership Conditions, Waivers and Reminders, to:

Audra Perry
New England Membership Application Coordinator
c/o ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841
Fax: 413-540-4680

E-mail: aperry@iso-ne.com

I understand that Plymouth Rock intends to operate in New England as a broker and a load aggregator. Your signature will also serve to confirm that understanding.

I have been instructed to remind Plymouth Rock of the following obligations which are common to all NEPOOL Participants that operate as brokers or load aggregators:

(1) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff, and these conditions and waivers;

¹ Capitalized terms used but not defined in this letter are intended to have the meanings given to such terms in the Second Restated New England Power Pool Agreement ("Restated NEPOOL Agreement"), the Participants Agreement, or the ISO New England Inc. Transmission, Markets and Services Tariff ("ISO Tariff").

- each Participant is obligated to conform to any future changes in NEPOOL requirements;
- (3) each Participant is obligated to comply with all governmental, regulatory or other legal requirements which must be satisfied as a condition to its participation in NEPOOL or the New England Markets, or which may be otherwise applicable to such participation;
- each Participant is obligated to pay an allocated portion of certain NEPOOL and ISO costs in accordance with the Second Restated NEPOOL Agreement, the Participants Agreement, and the Tariff;
- each Participant is obligated to pay its monthly share of Participant Expenses by the payment date as specified in the Billing Policy (or any successor rule or procedure), which is currently the third Business Day after the issuance of the first weekly statement issued after the tenth of a calendar month (the Monthly Statement due date) but may be subject to change. If a Participant is delinquent two or more times within any period of 12 months in paying on time its share of Participant Expenses or other Hourly or Non-Hourly Charges, such Participant shall pay, in addition to interest on each late payment, a late payment charge for its second failure to pay on time, and for each subsequent failure to pay on time within the same 12-month period (a "Late Payment Charge") in an amount equal to the greater of (i) two percent (2%) of the total amount of such late payment or (ii) \$1,000;
- (6) each Participant is obligated to meet the requirements specified in the Billing Policy on file with the FERC as it may be amended from time to time (Participants are encouraged to regularly review the Billing Policy for any changes to the billing and payment dates or procedures; the far-reaching consequences of the failure to pay all or any part of an amount due when and as due are set forth in the Billing Policy);
- (7) each Participant is obligated to meet the requirements specified in the Financial Assurance Policies on file with the FERC as they may be amended from time to time;
- (8) each Participant is required to submit information to the ISO from time to time, as is necessary to enable the ISO to meet its obligations, concerning any entity owned 10% or more by the Participant or any entity which owns 10% or more of the Participant, including upon a change in ownership or control of the Participant any such entity;
- (9) each Participant, except a Governance Only Member, has the obligation to assure for each transaction that it has identified transmission facilities required to accomplish such transaction and has made appropriate arrangements with the ISO or the owners of such transmission facilities, as appropriate, for use of such facilities;
- each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff and any other agreement that NEPOOL or the ISO administers and, except a Governance Only Member, to verify that satisfactory transmission arrangements have been made for each transaction;

Plymouth Rock Energy, LLC October 17, 2011 Page 3

- for brokered transactions, a Participant while acting, now or in the future, as a broker would not be considered either the purchaser or the seller;
- each Participant is obligated to conform to standards established by the ISO or any duly authorized NEPOOL committee to assure reliable operation of the New England Control Area, including, without limitation, the obligation to have the ability to subject its load to load shedding as required by the ISO; and
- (13) no Participant may use its rights under the Second Restated NEPOOL Agreement, Tariff or the System Rules to avoid the application of any stranded cost policy, or to avoid or reduce the payment of any applicable stranded costs or access charges related to such stranded cost policy that has been approved by Federal regulators or regulators in any New England state in which that Participant is purchasing or selling electric energy and/or capacity for resale at wholesale or to retail customers.

Upon receipt of this countersigned letter, NEPOOL expects to make the necessary filings with the Federal Energy Regulatory Commission in order for Plymouth Rock's application to become effective.

Very truly yours,

Michael J. Lynch

Chair, Membership Subcommittee

of the NEPOOL Participants Committee

Accepted and approved:

Plymouth Rock Energy, LLC

Bv: 🔼

Name: Ada

Dated: 10/19/2011

Enclosure

Exhibit B-2 "Experience & Plans"

Plymouth Rock Energy, LLC

Plymouth maintains a 24 hour customer help line with trained staff that are able to assist customers in emergencies and with customer care issues. Plymouth Rock Energy, LLC currently serves gas customers in New York and New Jersey, and has established billing, customer complaint procedures, and customer contracts in place. Customer care procedures are included in this attachment for reference.



Invoice #

Invoice Date

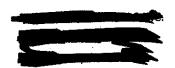
Customer #

Amount Due:

G278978 8/24/2010

4

Amount Enclosed



Make check payable to:

Plymouth Rock Energy, LLC C/O Citibank WLBX 9601 1 Reckson Plaza - Lower Level Uniondale, NY 11555

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Gas **Energy Commodity Bill** 24-Aug-10 **Invoice Date** Customer C/O Address Service Address PRE Account # Utility Con Ed **Bill Amount** To Usag **Price** From Meter# **Utility Acct # Therms** Gas

8/23/2010

7/23/2010

Sales Tax at:

8.87%

CONSOLIDATED BILL

Questions? Please call us at (516) 734-0408

Previous Balance

Amount Due

PAYMENT DUE OUPON RECEIPT: A Late Payment Charge of 1.5% will accrue if Payment is not received within 15 days IMPORTANT: If you smell gas or have any other emergency, call your local utility at: (800) 752-6633

Plymouth Rock Energy, LLC • 1074 Broadway • Woodmere, New York 11598 Tel: (516) 734-0408 • Fax: (516) 295-1417 • www.plymouthenergy.com

\$0.00



Natural Gas Sales Agreement - Firm Service

Seller	Plymouth Rock Energy, LLC	Buyer
	1074 Broadway	Address
	Woodmere, NY 11598	Contact
Tel	(516) 734-0408	
Fax	(516) 295-1417	Contract Term 05/01/2012-4/30/2013
Date	4/2/2012	Contract Term 05/01/2012-4/30/2013

Service Address	Account Name	Account Number	Utility	Rate Class

Contract Price: Fixed Price \$ _____ NYMEX + \$_____

Contract Price is based on current market conditions and set on receipt of an executed Agreement. No modification of price will be made without prior oral consent of BUYER.

BUYER agrees to purchase from SELLER at the above price, all of the natural gas requirements for the accounts listed above. SELLER will deliver a quantity that is necessary to meet BUYER'S City Gate requirements based on the consumption information that SELLER receives from BUYER'S local distribution company (LDC).

The City Gate is defined as the boundary of the LDC's territory. The delivery point (where BUYER receives title) will be the City Gate station(s) of BUYER'S LDC(s).

SELLER will aggregate BUYER'S natural gas supply requirements with SELLER's natural gas supply portfolio. BUYER agrees to designate SELLER to act as BUYER'S agent in administering contracts with the LDC and to arrange for the transportation of BUYER'S gas to the delivery point.

Initiation of service under this Agreement is contingent upon satisfactory credit review. SELLER reserves the right to decline to execute this Agreement in the event of an unsatisfactory credit report. By signing below, BUYER agrees to the terms of this Agreement and the General Terms and Conditions on the reverse and authorizes SELLER to obtain credit references including credit reference reports.

Customer Disclosure Statement

Price: Fixed or Variable as noted on this Cover Sheet and/or in the Agreement.

Fixed or Variable and, if variable, how the price is determined: If variable, the price will change monthly in response to market conditions or changes in the NYMEX rate plus a specified adder.

Length of the agreement and end date: __ months from enrollment effective

Amount of Early Termination Fee and method of calculation: No early termination fee for variable service. If fixed service the projected amount of natural gas to be consumed by you for the remainder of the current Term

multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which Plymouth can sell such gas following the termination.

Amount of Late Payment Fee and method of calculation: 1.5% on overdue balances.

Provisions for renewal of agreement: After initial term, unless otherwise agreed to, renews on a month to month basis at variable market rate unless terminated by either party.

General Terms and Condition

Agreement to Sell and Purchase Energy: This is an agreement between Plymouth Energy LLC ("Plymouth") and the undersigned customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Plymouth (the "Agreement"). Subject to the terms and conditions of this Agreement, Plymouth agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Plymouth, necessary to meet Customer's requirements based upon consumption data obtained by Plymouth or the delivery schedule of the Local Distribution Utility (the "LDU"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Plymouth or the LDU's delivery schedule.

Term: This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Plymouth is deemed effective by the LDU, and shall continue for ___ months thereafter (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis under the same general terms and conditions, unless Plymouth sends Customer written notice of proposed changes to such general terms and conditions in advance of the renewal date (the "Renewal Term"). Contract price will revert to variable market rate after initial term until renewal

contract is executed. Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. While receiving service on a month-to-month basis, Customer may cancel or terminate this Agreement without penalty so long as Plymouth is provided with 30 days' advance written notice of termination.

Pricing, Billing, and Termination: Unless otherwise agreed to in writing, the price for all gas sold under this Agreement shall be a [] **variable price per therm** established each month by Plymouth based upon market conditions, a **NYMEX plus \$___** adder that varies each month or [] **a fixed price of \$___ per therm,** plus, in each case, all applicable taxes. **Price []includes / [] excludes Line Loss.**

For fixed price service if usage in any month exceeds the level of usage in the same month in the previous year (the "Base Load") by ten percent or more, the Customer will be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by ten percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs or balancing costs associated with the positive difference between Base Load and

the actual consumption. Plymouth will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDU, and Customer will pay each invoice in full within 30 days of the invoice date or be subject to a late payment charge of 1.5% per month and termination of this Agreement upon 15 days' written notice. Additionally, if there is a material adverse change in the business or financial condition of Customer (as determined by Plymouth at its discretion) or if Customer fails to perform its obligations hereunder, including, without limitation, failing to (a) pay or (b) post any required security deposit, then, in addition to any other remedies that it may have, Plymouth may terminate this Agreement upon 15 days' written notice to Customer. If Plymouth terminates this Agreement as a result of Customer's breach or Customer seeks to terminate the Agreement, the Customer shall pay Plymouth, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by Plymouth of the fixed price at the date of termination; and (ii) the estimated volumes for the remainder of the Term (Initial, Renewal or month-to-month as applicable) using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining damages hereunder.

Customer shall have the ability to cure any past due balances within 20 days before Plymouth may unilaterally terminate the contract.

Customer may receive a single bill for both commodity and delivery costs from either Plymouth or the LDU, or each of the LDU and Plymouth may invoice Customer separately. Failure to make full payment of Plymouth charges due on any consolidated bill prepared by the LDU for Plymouth will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. Customer payments remitted in response to a consolidated bill shall be prorated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). A \$20 fee will be charged for all returned checks.

Assignment: Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Plymouth. Plymouth may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

Information Release Authorization: CUSTOMER AUTHORIZES PLYMOUTH TO OBTAIN AND REVIEW INFORMATION REGARDING CUSTOMER'S CREDIT HISTORY FROM CREDIT REPORTING AGENCIES AND THE FOLLOWING INFORMATION FROM THE LDU: CONSUMPTION HISTORY; BILLING DETERMINANTS; ACCOUNT NUMBER; CREDIT INFORMATION; PUBLIC ASSISTANCE STATUS; EXISTENCE OF MEDICAL EMERGENCIES, STATUS AS TO WHETHER CUSTOMER HAS A MEDICAL EMERGENCY, IS HUMAN NEEDS, ELDERLY, BLIND OR DISABLED AND DATA APPLICABLE TO COLD WEATHER PERIODS UNDER PSL § 32 (3); AND INFORMATION PERTAINING TO PSL § 33, TAX STATUS AND ELIGIBILITY FOR ECONOMIC DEVELOPMENT OR OTHER INCENTIVES. THIS INFORMATION MAY BE USED BY PLYMOUTH TO DETERMINE WHETHER IT WILL COMMENCE AND/OR CONTINUE TO PROVIDE ENERGY SUPPLY SERVICE TO CUSTOMER AND WILL NOT BE DISCLOSED TO A THIRD PARTY UNLESS REQUIRED BY LAW. CUSTOMER'S EXECUTION OF THIS AGREEMENT SHALL CONSTITUTE AUTHORIZATION FOR THE RELEASE OF THIS INFORMATION TO PLYMOUTH. THIS AUTHORIZATION WILL REMAIN IN EFFECT DURING THE INITIAL TERM AND ANY RENEWAL TERM. CUSTOMER MAY RESCIND THIS AUTHORIZATION AT ANY TIME BY PROVIDING WRITTEN NOTICE THEREOF TO PLYMOUTH OR BY CALLING PLYMOUTH AT 1-866-539-6450. PLYMOUTH RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IN THE EVENT CUSTOMER RESCINDS THE AUTHORIZATION.

Consumer Protections: The services provided by Plymouth to Customer are governed by the terms and conditions of this Agreement. Plymouth will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Plymouth at 1-866-539-6450 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: http://www.dps.state.ny.us. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

Cancellation: Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to the LDU for commodity supply service, and Customer is liable for all Plymouth charges until Customer's switch to the LDU or another supplier is effective. A final

bill will be rendered within 20 days after the final scheduled meter reading by the LDU or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided.

Agency: Customer hereby designates Plymouth as agent to; (a) arrange and administer contracts and service agreements between Customer and Plymouth and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDU for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Plymouth to maintain qualification for LDU transportation service and resolve imbalances that may arise during the term of this Agreement. Plymouth as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDU and in response to information provided by the LDU. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDU. Plymouth agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Title: Customer and Plymouth agree that title to, control of, and risk of loss of the natural gas supplied under this Agreement will transfer from Plymouth to Customer at the Delivery Points. Customer and Plymouth agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, city, county or other taxing authority where Customer's service address is located. Plymouth will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder.

Warranty: This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Plymouth. Plymouth makes no representations or warranties other than those expressly set forth in this Agreement, and Plymouth expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure: Plymouth will make commercially reasonable efforts to provide natural gas hereunder but Plymouth does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Plymouth ("Force Majeure Events") may result in interruptions in service. Plymouth will not be liable for any such interruptions caused by a Force Majeure Event, and Plymouth is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDU (including, but not limited to, a facility outage on its gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Plymouth's control.

Liability: The remedy in any claim or suit by Customer against Plymouth will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Plymouth or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Plymouth Contact Information: Customer may contact Plymouth's Customer Service Center at 1-866-539-6450, Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 3:00 p.m. EST (contact center hours subject to change). Customer may write to Plymouth at: Plymouth Energy LLC, 1074 Broadway, Woodmere, NY 11598.

Dispute Resolution: In the event of a billing dispute or disagreement involving Plymouth's service, Customer should contact Plymouth's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential

customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or natural gas in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

Choice of Laws: Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

Taxes and Laws: Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Plymouth's net income, shall be paid by Customer, and Customer agrees to indemnify Plymouth and hold Plymouth harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

Regulatory Changes: If at some future date there is a change in any law, rule, regulation or pricing structure whereby Plymouth is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Plymouth shall have the right to cancel this Agreement on 15 days' notice to Customer.

Emergency Service: In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDU at for Con Edison 1-800-75-CONED, for National Grid 1-800-490-0045, and for Niagara Mohawk at 1-800-892-2345 and emergency personnel. Customer should then call Plymouth at: 1-866-539-6450.

Parties Bound: This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

Confidentiality: Customer agrees that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Plymouth.

IN WITNESS WHEREOF , Customer and Plymouth have caused this Agreement above.	to be executed as of the, day of or as of the date noted
For: Plymouth Rock Energy, LLC	For:
Ву:	Ву:
Title:	Title:

In the case of telephonic or electronic enrollment such execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

Customer Care Associate Procedures Plymouth Rock Energy, LLC

- 1. Upon Arrival Customer Care Associate
 - Log In Shortel Phone
 - Sales Force
 - Check Voice Mail
 - Check Email
- 2. CCA Introduction Answering Calls
 - Good Morning/Afternoon you have reached the Customer Care Department
 - This is YOUR NAME
 - How may I help you?
- 3. Assisting Inquiries or Resolving Issues
 - Obtain information from the customer to access and verify the account or premises information
 - Determine the nature of the inquiry and if the Utility or if Plymouth Rock Energy is responsible for assisting the customer
 - CCA will follow normal procedures for responding to inquiries. If the inquiry is specific to the Utility or another internal department the CCA will take one of the following actions:
 - a. Forward/transfer the inquiry to the responsible party;
 - b. Direct the customer to contact the responsible party; or
 - c. Contact the responsible party to resolve the matter and provide a prompt response to the customer.
- 4. Opening Case Procedure
 - Enter Customer Contact Account information in Sales Force Quick Create
 - Provide Description of customer's complaint
 - Resolve or Create Task to get support from Responsible Department
 - Close Case or Create Follow-up to customer or internal support
- 5. Customer Emergencies
- An emergency call means any communication from a customer concerning an emergency situation relating to the distribution system, including, but not limited to, reports of gas odor, natural disaster, downed wires, electrical contact, or fire.
- The CCA shall provide the distribution utility's emergency number to the customer for direct contact to the distribution utility.

Exhibit B-3 "Summary of Experience"

Plymouth Rock Energy, LLC

Plymouth Rock Energy LLC started serving Natural Gas in the New York metropolitan area in 2004.

Exhibit B-4 "Disclosure of Liabilities and Investigations"

Plymouth Rock Energy, LLC

Plymouth Rock Energy, LLC does not have any existing, pending or past rulings, judgment, contingent liabilities, revocation of authority, regulatory investigations, or any other matters that could adversely impact their financial or operational status or ability to provide the services it is seeking to be certified to provide, nor have they had any such problems in the past.

Exhibit C-1 "Annual Reports"

Plymouth Rock Energy, LLC

Plymouth Rock Energy, LLC is not of sufficient size to merit annual reports. They are a privately held company, and do not have external stakeholders.

Exhibit C-2 "SEC Filings"

Plymouth Rock Energy, LLC

Plymouth Rock Energy, LLC is a small, privately held Limited Liability Company and is not required to file 10-K or 8-K filings with the SEC. Therefore, Plymouth does not have a 10-K to include in its application.

Exhibit C-3 "Financial Statements" – FILED UNDER CONFIDENTIAL SEAL

Plymouth Rock Energy, LLC

Exhibit C-4 "Financial Arrangements" – FILED UNDER CONFIDENTIAL SEAL

Plymouth Rock Energy, LLC

Exhibit C-5 "Forecasted Financial Statements" – FILED UNDER CONFIDENTIAL SEAL

Plymouth Rock Energy, LLC

Exhibit C-6 "Credit Rating"

Plymouth Rock Energy, LLC

Plymouth Rock Energy, LLC does not have credit ratings but has supplied a credit report from Dun and Bradstreet under Exhibit C-7.

Exhibit C-7 "Credit Report"

Plymouth Rock Energy, LLC

A Dun and Bradstreet Credit Report is included in this attachment.



Plymouth Rock Energy, Llc DUNS: 82-740-6641

Dashboard

Company Info

1074 Broadway Woodmere, NY 11598

Phone: (516) 734-0408

URL: www.plymouthenergy.com

Scores

PAYDEX®	Delinq Predi		Financia Stress	ıl	Supplier Eval. Risk Rating	Credit Limit Rec.	DandB Rating
Score	Score	Class	Score	Class	Rating	Recommendation	Rating
80 ▼	557 ▼	2	1497 📥	3	6 📥	\$35K	1R3

Recent Alerts

[INQUIRY

04/11/14 **1 New Inquiry**

M INQUIRY

04/08/14



04/05/14 **1 New Inquiry**

1 New Inquiry

03/31/14 Financial Stress Score Declined

Inquiries

Most Recent			
Date	SIC / Sector	Report type	
04/08/14	Services	Comprehensive Report	
04/02/14	Transportation, Communications, Electric, Gas and Sanitary Services	Comprehensive Report	
04/02/14	Transportation, Communications, Electric, Gas and Sanitary Services	Comprehensive Report	
03/24/14	Transportation, Communications, Electric, Gas and Sanitary Services	Comprehensive Report	
02/24/14	Finance, Insurance and Real Estate	Delinquency Predictor Scoring Report	

Top 5 Inquiries by SIC / Sector (12 Months)

Exhibit C-8 "Bankruptcy Information" Plymouth Rock Energy, LLC

Plymouth Rock Energy, LLC has not made any bankruptcy filings in the current year or within the preceding two years.

Exhibit C-9 "Merger Information"

Plymouth Rock Energy, LLC

Plymouth Rock Energy, LLC has not been involved in any mergers or acquisitions within the preceding five years.

Exhibit D-1 "Operations"

Plymouth Rock Energy, LLC

Plymouth Rock Energy, LLC currently operates as a retail gas supplier in New York and New Jersey, an outline of Plymouth's procurement and scheduling procedures is included below. Plymouth maintains a 24 hour customer help line with trained staff that are able to assist customers in emergency and in registration issues.

Natural Gas Procurement & Pipeline/LDC Scheduling Procedures:

LDC Prior Month Set-up

- Develop prompt month LDC demand for firm delivery customers and for interruptible delivery customers (1) week prior to Nymex futures contract prompt month settlement date.
- Confirm prompt month physical supply agreements to the LDC city gate and pipeline capacity assets available to the LDC city gate.
- Balance LDC demand & LDC supply per LDC tariff.
- Execute pipeline capacity contracts and purchase supply as needed.
- Nominate base-load supply via pipeline's Electronic Bulletin Board (EBB) and via counter parties to the LDC city gate.
- Nominate LDC's EBB to firm customer account/pools and to interruptible customer account/pools from the city gate.

Daily Pipeline & LDC Scheduling (Day Ahead)

- Utilizing the LDC's EBB confirm the LDC's operational status. Operational Flow Order (OFO) posted or no operational issues posted.
- Confirm customer demands for firm and interruptible customers based on LDC's EBB and predicted weather.
- Utilizing the pipeline's EBB confirm the pipeline's operational status.
- Balance LDC demand & LDC supply per LDC tariff.
- Nominate daily supply via pipeline's Electronic Bulletin Board (EBB) and via counter parties to the LDC city gate.
- Nominate daily supply changes via LDC's EBB to firm customer account/pools and to interruptible customer account/pools from the city gate.

Daily Pipeline & LDC Scheduling (Same Day)

- Confirm supply for firm and interruptible customers based on LDC's EBB.
- Confirm scheduled pipeline deliveries to the LDC on pipeline's EBB.

Make any adjustments to LDC as necessary via pipeline EBB and counter party delivered supply.

Exhibit D-2 "Operational Expertise"

Plymouth Rock Energy, LLC

Plymouth has been operating in the New York retail market since 2010 and has established supply, billing, customer complaint procedures, and customer contracts in place. Plymouth Rock Energy, LLC has experience in natural gas markets through its business in New York and New Jersey, and will bring that expertise to its service in Ohio. Plymouth has worked to build a team of knowledgeable and experienced employees manage Plymouth's natural gas operations, as described in Exhibit D-1. Resumes are attached a part of Exhibit D-3

Plymouth has staff with extensive operating experience in retail natural gas services including procurement, scheduling, billing, and customer service. Plymouth maintains a 24 hour customer help line with trained staff able to assist customers in emergency and in registration issues. Plymouth plans to carry its business practices to service of retail clients in Ohio.

Exhibit D-3 "Key Technical Personnel"

Plymouth Rock Energy, LLC

Key personnel for Plymouth Rock Energy are listed below, with resumes following as labeled with attachment D-3:

Adam Sokol, President

1074 Broadway Woodmere, NY 11598 asokol@plymouthenergy.com

Phone: 516-634-2152 Fax: 718-852-8628

Adam Sokol is the President of Plymouth Rock Energy, LLC and has over 15 years' experience in the energy industry. Prior to co-founding Plymouth Rock Energy, LLC in 2004, Adam served, and continues to serve, as the Senior Vice President of Plymouth Rock Fuel Corp. Plymouth Rock Fuel Corp is responsible for delivering heating oil to residential and commercial customers in the New York metropolitan area.

As President of Plymouth Rock Energy, LLC, Adam is responsible for providing strategic guidance and vision to grow the business. This includes overseeing all aspects of the business, including sales and marketing, pricing, buying and selling natural gas and power in the wholesale energy market, ensuring the proper risk management of the company's portfolio, financing, operational and IT functions, and regulatory and statutory compliance. Adam is also involved in the acquisition of businesses that will allow Plymouth to continue to grow.

Shyam Persaud, VP of Finance

1074 Broadway Woodmere, NY 11598 spersaud@plymouthenergy.com

Phone: 516-634-2501 Fax: 718-852-8628

Shyam Persaud is the Vice President of Finance at Plymouth Rock Energy, LLC, and is in his 12th year of financial management in the energy industry. As a member of the executive team, Shyam has been involved in the management and growth of Plymouth by managing the Finance Department and overseeing all accounting and finance related activities of the company. Shyam also is valuable in his ability to provide strategic and tactical insight and guidance to the members of the company.

David Sokol, VP

1074 Broadway Woodmere, NY 11598 Phone: 516-634-2154 Fax: 516-295-1417

Email: andy@plymouthenergy.com

David is the Vice President and a shareholder in Plymouth Rock Energy, LLC. David has over 10 years of experience in the energy industry, including two years at Price Waterhouse Cooper as an auditor prior to co-founding Plymouth Rock Energy in 2004. Since then, David's responsibilities as a member of the

executive team have included providing strategic guidance to help grow the business, as well as looking for opportunities for acquisition and integration of businesses. David's day-to-day responsibilities include overseeing all operational aspects of the business, including pricing, buying and selling natural gas and power in the wholesale energy market, ensuring the proper risk management of the portfolio. David is also involved in overseeing the financial and IT functions of the business.

Andy Sookram, Controller

1074 Broadway, Woodmere, NY 11598

Phone: 516-634-2154 Fax: 516-295-1417

Email: andy@plymouthenergy.com

Andy has served as the controller at Plymouth Rock Energy for the past five years. Andy has overseen tremendous growth at the company, and is responsible for managing day-to-day operations within the finance department. Andy has over 15 years of experience in accounting management. Andy has been responsible for directing and coordinating company financial planning and budget management, monitoring all treasury functions including debt financing and debt service payments, managing preparation of financial statements, transfers and expenses, and serving as the primary liaison to external accountants and auditors. Andy's long experiencing in account management has equipped to skillfully handle the accounting obligations of a growing company.

Archie Bibawy, Analyst

1074 Broadway, Woodmere, NY 11598

Phone: 516-634-2503 Fax: 516-295-1417

Email: abibawy@plymouthenergy.com

Archie has been involved in the Retail Energy Markets since 2007, working first with Constellation New Energy, then moving to Gateway Energy, and most recently bringing his experience to Plymouth Rock Energy as a Pricing Supply Analyst. In this role, Archie is responsible for scheduling into NYISO and PJM, pricing services and load forecasting. Archie is also responsible for maintaining and updating usage files and pricing databases. Archie develops systems to forecast customer load, target potential customers, develop procurement plans and maintain power contracts. He is involved in the operations of Plymouth in the energy markets. His resume is included as a part of this attachment.

Chris Pizzimenti, Scheduler / Analyst

1074 Broadway Woodmere, NY 11598 cpizzimenti@plymouthenergy.com

Chris is responsible for managing the company's natural gas portfolio, including purchasing, hedging, scheduling, delivery and balancing of natural gas, and maintaining position reports. Also includes monthly reconciliation of actual customer usage and delivered usage. His resume is included as a part of this attachment.

Claude Guinchard, Pricing and Reporting Analyst

1074 Broadway Woodmere, NY 11598 cguinchard@plymouthenergy.com Claude is responsible for pricing of residential and commercial customers and maintenance of all pricing models. His responsibility also includes preparation of daily pricing and load forecast reports. His resume is included as a part of this attachment.

Adam Sokol

13708 72nd Road Flushing, NY 11367 Telephone: 516-634-2152

Plymouth Rock Energy, LLC (September 2004 to Current)

Plymouth Rock Energy, LLC is an independently owned retail energy provider serving natural gas and electricity to commercial and residential customers.

President

Co-founder of the company in 2004, and has since maintained overall responsibility for the daily management and operation of the company. Responsibilities include:

- Providing strategic guidance and vision to grow the business, leading to a Compounded Annual Growth Rate of 110% in net sales between 2004 and 2011.
- Developing marketing and sales initiatives. The result is the continued expansion into new markets, such as New Jersey, Pennsylvania, and Ohio.
- Maintaining the profitability and growth of the business. This includes review and oversight of all financial information related to the company, including profit and loss responsibilities.
- Managing the wholesale portfolio, including the buying and selling of natural gas and power in the wholesale energy market.
- Ensuring and reviewing of proper risk management policies of the portfolio.
- Ensuring compliance with regulatory and statutory agencies.

Plymouth Rock Fuel Corp (June 1997 to Current)

Plymouth Rock Fuel Corp is a family owned business, delivering heating oil to residential and commercial customers in the NY metropolitan area since 1948.

Vice - President

Oversee the operational and financial aspects of the business. Responsibilities include:

- Daily management of the business.
- Maintaining the profitability and growth of the business. This includes review of all financial information related to the company.
- Managing the wholesale portfolio, including the buying and selling of heating oil in the
 wholesale energy market, as well as entering into supply arrangement with various wholesale
 entities.
- Ensuring and reviewing proper risk management policies of the portfolio.
- Ensuring compliance with regulatory and statutory agencies.

David Sokol

801 Addison Street Woodmere, NY 11598 Telephone: 516-634-2151

Plymouth Rock Energy LLC (September 2004 to Current)

Plymouth Rock Energy LLC is an independently owned retail energy provider serving natural gas and electricity to commercial and residential customers.

Vice -President

Co-founder of the company in 2004, and have overall responsibility for the daily management of the company. Responsibilities include:

- Overseeing all operational aspects of the business including:
 - o Customer acquisition
 - Customer care
 - o Enrollments
 - o Pricing
 - o Billing
 - o Information Technology
- Managing the wholesale portfolio, including the buying and selling of natural gas and power in the wholesale energy market.
- Ensuring and reviewing of proper risk management policies of the portfolio.
- Ensuring compliance with regulatory and statutory agencies.
- Acquisition and integration of businesses.

Plymouth Rock Fuel Corp (August 2002 to Current)

Plymouth Rock Fuel Corp is a family owned business, delivering heating oil to residential and commercial customers in the NY metropolitan area since 1948.

Vice - President

Oversee the operational and marketing aspects of the business. Responsibilities include:

- Daily management of the business.
- Pricing of customer accounts.
- Sales and marketing.
- Managing the wholesale portfolio, including the buying and selling of heating oil in the
 wholesale energy market, as well as entering into supply arrangement with various wholesale
 entities.
- Ensuring and reviewing of proper risk management policies of the portfolio.
- Ensuring compliance with regulatory and statutory agencies.

Andy Sookram

M 917-288-3793 🕾 347-649-1737

andysookram@gmail.com

QUALIFICATIONS

Detail oriented experienced controller with human resource, managerial and inventory experience. Strong business, analytical, and problem-solving skills. Hands-on, energetic and objective approach to tasks. Five years experience in the energy sector, commercial printing and direct mail procurement and production, distribution and warehousing. Familiar with most popular desktop applications and computer savvy.

TECHNICAL SKILLS

QuickBooks - PC & Mac, Peachtree, Microsoft Windows, Word, Excel, PowerPoint, Access, Project, Adobe Acrobat, Mailers +4

PROFFESSIONAL EXPERIENCE

January 2007 to Present – Plymouth Rock Energy LLC – Woodmere NY Controller / Human Resource Administrator

- Direct and coordinate company financial planning and budget management functions.
- Monitor and analyze monthly operating results against budget.
- Manage all treasury functions including debt financing and debt service payments with external agencies.
- Oversee daily operations of the finance department.
- Manage the preparation of financial statements, transfers, and expenses.
- Ensure compliance with local, state, and federal reporting requirements.
- Establish and implement departmental goals, objectives, policies, and operating procedures.
- Recruit, train, supervise, and evaluate department staff.
- Design, establish, and maintain an organizational structure and staffing to effectively accomplish the department's goals and objectives.
- Serve on planning and policy-making committees.
- Serve as primary liaison to company external accountants and auditors.
- Direct financial audits and provide recommendations for procedural improvements.
- Administer benefit plans
- Payroll management.
- Other duties as assigned.

November 2000 to December 2006 - MINT PRINT CORPORATION - Brooklyn, NY Full Charge Bookkeeper/Manager

In my role as bookkeeper I Implemented and maintained the accounting system using QuickBooks. Responsible for maintaining the general ledger, invoicing, accounts payable, accounts receivable, preparation of deposits, bank reconciliations, processing payroll with ADP Payroll, setting sales prices, cost analysis, and tracking inventory. Prepared reports such as internal financial statements, payables and receivables, profit analysis for each client and cost centers. Worked with accountant in monthly audits and reports.

In the role of manager I assisted and advised the President in on-going restructuring efforts that took the company from a loss into a profitable position. Supervised staff to ensure project processes, schedules and overall quality control standards was met. Liaised with vendors and clients on major projects that included estimates, print and mail procurement, and resolved customer disputes. Also assisted president in evaluating and updating company processes and policies.

September 2000 to November 2000 - RTI SHELVING SYSTEMS, Elmhurst, NY

Andy Sookram

M 917-288-3793 2 347-649-1737

andysookram@gmail.com

Updated QuickBooks setup including chart of accounts, customers and vendors. Adjusted incorrectly posted entries including invoices and bills. Reconciled past and current banks accounts, payables and receivables.

September 1999 to September 2000 – HANK TRADERS LTD, Chaguanas, Trinidad **Accounting Manager/General Manager**

As head of the accounting department I was responsible for training new and existing staff in QuickBooks. Supervised sales and accounting staff and ensuring adherence to procedures and policies. Prepared all reports including P&L, Balance Sheet, Sales, Receivables & payables

As General Manager, I supervised all other staff including sales personnel, supervisors, managers and supporting staff. Also in charge of recruiting, hiring and termination of employees. Coordinated projects such as major refurbishing of storage and refrigeration units, increasing cooling capacity, thereby considerably reducing spoilage.

March 1996 to September 1999 – R&C Enterprises Ltd, San Fernando, Trinidad **Accounting Manager – Rehired**

Responsible for updating general ledger, receivables, payables, payroll. Supervised accounting and inventory staff. Directly involved in the implementation of Peachtree Accounting by an Accounting firm. Independently designed, implemented and maintained a multiple warehouse inventory system in Peachtree, including training staff, trouble shooting, and resolving conflicts.

July 1994 to March 1996 – Agostini Industries Ltd, San Juan, Trinidad Inventory Manager

Maintained finished products inventory using FIFO method. Verifying and approving daily production. Spatial allocation on inventory in a limited warehouse space. Dispatching products to distribution centers and exports. Calculating spatial requirements for packing containers for exports and verifying contents. Monthly reports. Maintained consistently accurate inventory than predecessors.

November 1992 to April 1994 – R&C Enterprises Ltd, Chaguanas, Trinidad Accounts Clerk

All recordkeeping functions including posting entries, accounts receivable, payables, inventory, reports and cost analysis. Reported to company accountant.

Major achievement - Recommended and implemented the transformation from "wholesale only" to retail distribution, thereby increasing sales from \$0.75M to \$15M

September 1990 to November 1992 – Chief Brand Products Ltd, Chaguanas, Trinidad Inventory Clerk

Receiving and dispatching finished goods inventory using FIFO method. Preparation products for export. Verifying end of day products from sales trucks, with the highest consistent accuracy rate. Assisting with monthly reports.

EDUCATION

High School Diploma - 1989

Association of accounting technicians Level I - 1991

SHYAM PERSAUD

89-17, 213 Street, Queens Village, New York 11427

Cell: (917)-710-2869 shyampersaud@gmail.com Home: (718)-776-1346

FINANCE AND MANAGEMENT EXECUTIVE

Innovative and Entrepreneurial Leadership ~ Business Development ~ Change Management

Astute, results-oriented Leader with proven success in working with corporations to achieve profitability and business growth objectives within start ups, turnarounds and rapid change environments. Background includes creating and implementing accounting process and controls, systems and management reports within six months, three months ahead of plan at Homeland Renewable Energy, with leading technology, competent human resources, and decisive leadership. Critical thinker, who can take large conceptual project or problem, break into components, establish plan and critical path, achieve incremental goal and deliver project or solution to problem on time. Expertly directs resources, technology and expenses to achieve objectives. Additional expertise includes:

- Accounting
- Corporate / Operational Finance
- Strategic Planning
- Process Improvement
- Due Diligence
- Change Management
- Treasury
- Marketing Analysis Business Development
 - Mergers and Acquisitions
- Risk Management
- Sarbanes-Oxley (SOX) Requirement
- **Employee Development**
- **Budgets and Forecasts**
- System Technology Design & Implementation

CAREER ACCOMPLISHMENTS

- Partnered with the Board in providing analysis, strategies and insight to secure additional financing in excess of \$50M at Ram Power.
- Successfully converted accounting reporting from Canadian GAAP to IFRS at Ram Power.
- Created and developed complex financial model to determine capital requirements and investment needed to construct renewable energy fueled power plants, as well as expected Return on Investment (ROI), operating profits and cash flows, and which was presented to investors by Homeland Renewable Energy to acquire financing in excess of \$200 million and to start construction four months ahead of plan.
- Implemented accounting systems, controls and process, including management financial reports, reducing the reporting cycle from 2 months to 1week, and improving accuracy of financial statements.
- Increased earnings \$15 million by initiating and leading project at Constellation NewEnergy to identify and reduce risk exposure by analyzing the energy trading portfolio and customers' energy usage pattern and implementing sound risk management policies and controls to mitigate exposures.
- Reduced collection period from 8 weeks to 5 days by creating and implementing aggressive credit and collection policies and process, new Customer Relation Management (CRM) system, recruiting and developing a competent team.
- Boosted earnings \$5 million by initiating process improvement that resulted in the efficient streamlining of regional operational functions and reduction of cost whilst improving productivity and customer satisfaction.
- Recruited a knowledgeable and competent team of accounting and finance staff after New Energy Venture was acquired by AES Corporation and transitioned to Boston, resulting in accounting and financial management reporting that provided visibility on the company's performance, and where such information had previously never existed.

PROFESSIONAL ACCOMPLISHMENTS

PLYMOUTH ROCK ENERGY, Woodmere, NY

May 2011 - Present

Energy service provider of natural gas and electricity to residential, commercial and industrial customers.

Vice President of Finance

- Member of the executive team involved in the management and growth of the business.
- Manages the Finance Department overseeing all accounting and finance related activities of the company.
- Provide strategic and tactical insight and guidance to the Members and management of the company.

SHYAM PERSAUD

RAM POWER INC, Reno, Nevada

September 2010 - May 2011

A Canadian registered builder, owner and operator of geothermal power plants in North America and Latin America (TSX:RPI).

Director of Financial Planning & Analysis

- Manages the Finance Department, developing and implementing financial management reports, analysis and models.
- Partnering with executive management and Board in developing strategies and executing on these strategies to achieve the overall business objectives.
- Partnering with the Latin American Project Manager to ensure successful completion of a 72Mw geothermal facility in Nicaragua.
- Developed high level project budgets for the exploration of geothermal resources and construction budgets for power plants.
- Developed business plan and models to secure financing of geothermal projects.
- Successfully implemented Microsoft Dynamics AX accounting system.
- In the process of implementing AX Project in Latin America.
- Converted accounting reporting standard from CGAAP to IFRS.

HOMELAND RENEWABLE ENERGY, LLC, Newtown, Pennsylvania

July 2007 - February 2010

A builder, owner and operator of biomass fuel power plants in the US.

VP of Finance / Consultant, Finance and Management

- Managed the Accounting and Finance Department, implementing systems, establishing controls, policies and procedures in accordance with General Accepted Accounting Principles (GAAP), development of financial management reports, analysis and models.
- Partner with CFO in developing strategies to acquire and maintain capital to secure the company's long term growth, including planned
 public offering.
- Provided critical analytical support to Executive Management, including development of Monthly Cash Flows, Balance Sheet and Income Statement projection models, to make strategic business decisions.
- Interface with auditors.
- Initiated and created Key Performance Indicators (KPI) to measure and report on operating efficiency of the power plants, resulting in increased productivity, efficiency and reduction in cost by \$600K.
- Recruited and developed accounting and finance staff.

ENVIRONMENTAL POWER GROUP, Portsmouth, New Hampshire

February 2007 – May 2007

A developer, owner, and operator of clean energy production facilities in the US.

Consultant, Finance and Management

- Assigned complete responsibility for all accounting and finance functions, including strategic planning, executive management and SEC reporting during transitional period.
- Developed models to support various business initiatives, resulting in providing a detailed and accurate picture to potential partners and investors

CONSTELLATION NEWENERGY, Baltimore, Maryland

February 2000 – January 2007

\$4 billion energy service provider to Commercial customers. Company was owned by AES (NYSE: AES) 1999 –2002 and then sold to Constellation Energy Group (NYSE: CEG). NewEnergy company has nine offices in the U.S. and Canada in the following cities Los Angeles, Chicago, Baltimore, Boston, Southfield, New York, Columbus, Houston, Calgary and Toronto.

Consultant, Finance and Management (July 2006 – January 2007)

- Actively partnering with the Regional Vice President of the East Region in creating and implementing long term strategic plan to sustain 10% to 15% annual growth, and creating infrastructure, new products and pricing to support growth.
- Initiated and championed project to review Pricing Model business assumptions and to implement corrective measures where there were
 variations from actual, resulting in a 40% increase in gross margin.

Regional Group Controller (March 2002 – April 2006)

- Developed and managed a team of 14 Regional Accountants and support staff.
- Directed general accounting, cash management, financial reporting, credit and collections and wholesale portfolio management for all
 regional business units.
- Reduced reporting cycle to 4 days from 2 weeks, by streamlining accounting and operational process, designing and implementing
 management reporting system, and tailored financial and operational systems to meet requirements of all regional business units.
- As member of the Leadership Team, actively participated in the creation and implementation of strategic goals and business development to grow business 20%.
- Cut receivable write-offs \$2 million by developing credit policies, instituting aggressive collection strategies, and establishing constructive dialogue with delinquent customers.
- Directed annual budget process and strengthened accountability by partnering with the Regional Vice Presidents in all the regional businesses
- Recognized critical need and upgraded accounting and operational systems to support the growth of the company from a \$500 million to
 a \$4 billion company in 5 years.
- Implemented Sarbanes-Oxley requirements 3 months ahead of schedule.
- Researched and analyzed potential new markets and making a business case for entering these markets, resulting in the expansion into 3
 new markets and increased growth by 20%.

Controller, East Region (February 2000 – February 2002)

- Initiated broad review and analysis of pricing, risk management, cost and hedging strategies to understand reasons for sustained loses as
 key finance member of team charged with turning around the business from a loss making entity to profitability when it was acquired by
 AES Corporation, resulting in the implementation of sound business policies, controls and accountability and a return to profitability
 within 2 years.
- Initiated, developed and implemented critical financial modeling tools (including rolling 5 years P&L, Balance Sheet and Cash Flows) to
 provide visibility of the long-term business plan and determine future infrastructure and resources needed to sustain growth, resulting in
 achieving growth of 25%.
- Increased margin \$5 million through hedging strategy for a cost component by identifying a counterparty willing to enter into such transaction even though a visible forward market never existed.
- Assigned ownership for financial consolidation and management reporting for all regional business units, resulting in consistent reporting and a reduction in the reporting cycle from 2 ½ weeks to 2 weeks.

BARNES AND NOBLE, INC, New York, New York *Leading retail bookseller with annual sales of \$4.8 billion*

January 1990 - January 2000

Senior Business Analyst (April 1997 – January 2000)

- Directed budgeting, strategic planning, reporting, gathering and analysis of competitive; economic and demographic information.
- Responsible for the financial modeling of all new stores, including ROI, earnings, inventory and staffing levels, lease and construction costs
 resulting in the rollout of over 200 new superstores and growth in excess of 15%.

Manager - Merchandize Planning and Control (March 1995 - March 1997)

- Implemented change management and process improvement leading to increase productivity and reduction in the annual planning cycle from 5 months to 2 months.
- Reduced inventory 5% and improved cash flow by identifying slow turn over and obsolete books and returning these to the vendors.

Senior Staff Accountant - Operational Accounting (January 1990 - March 1995)

- Managed the operational accounting, reporting and analysis for approximately 1000 stores.
- Initiated and led project to automate daily Sales Audit process, resulting in cost reduction, increased efficiency and scalability.

SHYAM PERSAUD

GUYANA AGRICULTURAL DEVELOPMENT COMPANY LTD, Georgetown, Guyana

August 1987 – October 1989

Start up agricultural production and processing company funded by the Government of Guyana and foreign investors

Vice President of Finance and Operations

- Directed procurements, operational accounting, strategic planning, and cost and management planning and reporting.
- Negotiated with trade union and structured workers' compensation and benefit package resulting in company savings of \$ (GUY) 2 million.

EDUCATION

Certified Accountant – London, England

UNIVERSITY OF LONDON – London, England, Bachelor of Science in Accounting (May 1985)

ARCHIE BIBAWY

PHONE: 646.330.1179

EMAIL: ARCHIE.BIBAWY@GMAIL.COM

EXPERIENCE:

Gateway Energy Services, Montebello, New York

Jun 2008- Present

Energy Analyst (April 2009-Present)

- Created an automated system to retrieve, process, and store usage from the websites of all major NYISO utilities, as well as BG&E and Rockland Electric
- Updated the pricing model for PJM and for automatic blending and extensions and increased its efficiency by over 30%
- Created a system to do post-processing for the pricing model including aggregating the price of individual accounts as well as calculating margins and additional fees
- Created a system utilizing a SQL Server backend and an Access front end to automatically intervalize over 50,000 customers in the PJM territories, calculate estimated usage and export the aggregate usage of customers who will be active on a specific day for scheduling purposes
- Created a system to obtain weather from 4 major weather providers for several locations
- Analyzed the customer lists of PPL and PECO to find customers with the lowest cost to serve and suggested a marketing campaign geared towards those customers
- Price deals for NYISO, PJM and ERCOT
- Record trades in Monaco, as well as make recommendations on hedging strategy and ICAP Auction bids
- Check, record, and sign contracts
- Forecast ERCOT, PJM, and NYISO load and schedule it in the Day Ahead market.

Enrollments Analyst (June 2008-April 2009)

- Created a system for comparing active accounts to account listings from utilities in order to check for discrepancies
- Contacted utilities regarding missing usage and discrepancies in account listings
- Created and maintained a credit-check database with daily status reports and automated email alerts on changes in status
- Created a program for the Enrollments Department in order to provide them with user-friendly access to database information
- Created ad-hoc and automated daily reports
- Found processes in the customer information system that were not functioning properly and suggested resolutions
- Created a system to notify sales staff of rejected accounts and forward issue to the telemarketing group for resolution if not corrected in due time

Constellation New Energy (Adecco Financial), New York, New York

Oct 2007-Mar 2008

Enrollments Analyst

- Enrolled and dropped accounts manually and through EDI transactions
- Checked start and end dates for accounts based on utility meter read schedules
- Informed sales staff of early or late drops or enrollments and of accounts that needed attention
- Checked for and repaired errors in the SMIS database
- Ran macros to process data for usage, enrollments, and drops and processed interval usage from utility websites
- Consulted with utilities regarding problems with accounts and checked incoming contracts for validity

SKILLS:

Proficiency in: Word, Excel (Functions, Pivot Tables, Lookups, Macros, and advanced VBA), Access (queries, reports, database design, and advanced VBA), PowerPoint, and SQL Server (database design, stored procedures, DSN creation). Basic knowledge of: Computer Hardware, Networking, C++, and Web Design.

EDUCATION:

Rutgers University, BS Management 2007 Concentration: Management Information Systems

CHRISTIAN PIZZIMENTI

Long Island, New York 11801

CJPIZZIMENTI@GMAIL.COM, 516-816-0936

CAREER EXPERIENCE

FIRST DATA (credit card processor), Melville, New York, 4/08 - Present Credit Risk Analyst

- Skilled at credit and fraud analysis of a variety of alliance accounts, including Wells Fargo, PNC, Chase, Bank of America, SunTrust, Huntington, Sovereign and First Data owned accounts.
- Adhere to daily quotas which include 4 merchant reviews while also responding to 12-15 calls and addressing several escalated issues promptly.
- Strong knowledge and experience with a variety of businesses, sectors and industries.
- Document all pertinent information in regards to the steps, justification of decisions, and final outcomes for all merchant reviews. These decisions are dictated by processing history, industry and type of product or service, delivery timeframes and credit information (personal credit reports, bank references, collections history, prior processing).
- Create legal letters which are sent to businesses based on the final outcome of a review. Types of letters can include change of terms, restrictions and even account termination.
- Excellent ability to clearly convey information and calmly diffuse merchant complaints by problem solving via phone and email.
- Identify and execute funding holdback averaging \$ 1.75 million per year for purposes of hedging First Data loss exposure.
- Earned authority to approve risk decisions up to \$25,000.
- Attend yearly developmental training to expand credit risk skills through case studies.
- Received compliments on special projects, including reorganization of review-task checklists and non-risk related hotline calls. Continue to receive special awards and recognition for meeting and exceeding expectations.

NATIONALGRID (gas and electric company), Melville, New York, 2/06 - 4/08 Business Analyst (fulltime internship while attending graduate school)

 Oracle Financials extensively: created projects, cost centers and accounts to enable processing of purchase orders and journal entries in general ledger system.

COMPS, Inc. (real estate data provider), Glen Cove, New York, 6/05 - 12/05 Support Specialist

 Assisted Realtors and Appraisers in identifying comparable information about residential and commercial real estate within the proprietary software application for the purposes of valuation and market comparisons. Reports included real property assessment records, tax payment status, zoning, property classification, school districts, flood zone maps, lis pendens, and selling prices.

EDUCATION

Master of Business Administration (MBA), 2008
Bachelor of Science, 2005
LONG ISLAND UNIVERSITY - Brookville, Long Island

CERTIFICATION

Claude Guinchard

(713) 501-8771 cguinchard3@gmail.com 2300 Richmond Avenue Apt 234 Houston, TX 77098

EXPERIENCE

Constellation, an Exelon Company

Feb2012-Current

Pricing Analyst - Constellation Energy Gas Choice Inc.

Houston, TX

- Built Daily Pricing Model to price physical gas and physical power at basis locations throughout the US
 - Each day, I interact with the trading desk and update all of the prices throughout the system and provide Daily Pricing Reports to all of the origination teams
 - o I produce Daily Pricing Reports for use with specific clients (and in some cases by client type) to provide up to date pricing for originators
 - o Clients include Local Distribution Companies (Gas), Small Commercial/Industrial Markets (Gas/Power) and Mass Markets (Gas/Power)
- Understand the building blocks of how natural gas is supplied, transported, valued, and sold in the marketplace
 - o For each client I build out the prompt and forward curve with basis out 3-4 years
 - o For auctions, I support the trading desk with model output which includes all of the fixed and variable costs associated with a specific basis location
- Similar to gas, I also produce the Electricity Daily Pricing Report and understand the building blocks of how physical power is priced
- Strong Excel skills involving management of large amounts of data that can be easily manipulated and viewed
 - Constantly work on improving pricing model performance and on adding new clients as these become Constellation customers
 - o Currently in the process of building a new model which will be used to enter a new market for Constellation in the northern states
 - o Methodology must match what actually happens to the physical natural gas once it enters the pipeline at the hub in Louisiana all the way to the delivery location
 - O Costs must be built into each new model and must account for each new basis location as well as other costs from the utilities etc. that we are supplying physical gas to
- Manage "Price-To-Compare's" for all gas and power markets
 - o Price To Compare is what a distribution company will charge its customer per kWh or dTh or unit of electricity or gas in a given location for a set duration of time (1, 3, 6, 12, etc. months)
 - o Critical function as it gives our trading desk visibility as to where our competitors are priced

RenRe Energy Advisors Limited

May-Aug 2011

Intern at physical commodity/weather derivative arm of RenRe, a Bermuda reinsurer

The Woodlands, TX

- Worked with commodity traders/structurers pricing commodity derivatives (origination, pricing, physical delivery)
- Researched emerging energy, electricity, and weather markets
 - Built pricing models of my own to understand Black model "greeks" and mechanics and binomial/trinomial trees

EDUCATION

Southern Methodist University

May 2012

Bachelors of Science (dual): Mathematics and Environmental Engineering

Dallas, TX

SKILLS

- Advanced user Microsoft Excel, PowerPoint and Word
- Advanced programming Microsoft VBA, Java, C# (intermediate programming in Acces/SQL/PLSQL)
- Proficiency Bloomberg, AutoCAD and Matlab

LEADERSHIP

- Organized and managed company softball team (in collaboration with the Constellation Employee Council)
- Organized Constellation "Movember and Sons" men's health awareness fundraiser
- Beta Theta Pi Fraternity SMU Chapter (Founding Father/Brother/Chorister Chair)
- Don Bosco Prep Ironman (8 varsity letters), twice MVP for track, track team captain (NJ State Champs)
 - o #1-ranked All-County Indoor Pole Vault (Bergen County, NJ)

Activities - Golf, Tennis, Skeet Shooting, Rock Climbing, Snowboarding, Music

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Case No(s). 12-1577-GA-CRS

Summary: Application for Renewal of Certification to Provide Competitive Retail Natural Gas Service electronically filed by Ms. Erika L Schmitt on behalf of Plymouth Rock Energy, LLC