

NC

FILE



The Public Utilities Commission of Ohio

14-0916-EL-AGG

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Date Received	Case Number	Version
	EL-AGG	August 2004

## CERTIFICATION APPLICATION FOR AGGREGATORS/POWER BROKERS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division; 180 East Broad Street, Columbus, Ohio 43215-3793.

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

### A. APPLICANT INFORMATION

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

Legal Name Premier Energy Group, LLC  
 Address 1275 Bound Brook Road Suite 6 Middlesex, New Jersey 08846  
 Telephone # (732) 302-0601 Web site address (if any) premierenergygroup.com

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

Legal Name Premier Energy Group, LLC  
 Address 1275 Bound Brook Road Suite 6 Middlesex, New Jersey 08846  
 Telephone # (732) 302-0601 Web site address (if any) premierenergygroup.com

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

Premier Energy Group, LLC  
 \_\_\_\_\_  
 \_\_\_\_\_

#### A-4 Contact person for regulatory or emergency matters

Name Richard Albanese  
 Title Principal - Director Business Operation

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.  
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Business address 1275 Bound Brook Road, Suite 6 Middlesex, New Jersey 08846  
Telephone # (732) 302-0601 Fax # (732) 302-0606  
E-mail address (if any) ralbanese@premierenergygroup.com

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

Name Richard Albanese  
Title Principal - Director Business Operations  
Business address 1275 Bound Brook Road Suite 6 Middlesex, New Jersey 08846  
Telephone # (732) 302-0601 Fax # (732) 302-0606  
E-mail address (if any) ralbanese@premierenergygroup.com

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

Customer Service address 1275 Bound Brook Road Suite 6 Middlesex, New Jersey 08846866-469-1075  
Toll-free Telephone # (866) 469-1095 Fax # (732) 302-0606  
E-mail address (if any) ralbanese@premierenergygroup.com

**A-7 Applicant's federal employer identification number # 260005638**

**A-8 Applicant's form of ownership (check one)**

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

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

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

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

June 1, 2014

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

- A-11 **Exhibit A-11 "Principal Officers, Directors & Partners"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-12 **Exhibit A-12 "Corporate Structure,"** provide a description of the applicant's corporate structure, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers and companies that aggregate customers in North America.
- A-13 **Exhibit A-13 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-14 **Exhibit A-14 "Articles of Incorporation and Bylaws,"** if applicable, provide the articles of incorporation filed with the state or jurisdiction in which the Applicant is incorporated and any amendments thereto.
- A-15 **Exhibit A-15 "Secretary of State,"** provide evidence that the applicant has registered with the Ohio Secretary of the State.

**B. APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE**

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

- B-1 **Exhibit B-1 "Jurisdictions of Operation,"** provide a list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail or wholesale electric services including aggregation services.
- B-2 **Exhibit B-2 "Experience & Plans,"** provide a description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

**B-3** **Exhibit B-3 "Summary of Experience,"** provide a concise summary of the applicant's experience in providing aggregation service(s) including contracting with customers to combine electric load and representing customers in the purchase of retail electric services. (e.g. number and types of customers served, utility service areas, amount of load, etc.).

**B-4** **Exhibit B-4 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.

**B-5** Disclose whether the applicant, a predecessor of the applicant, or any principal officer of the applicant have ever been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.

☒ No      ☐ Yes

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

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

☒ No      ☐ Yes

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

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

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

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

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

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



**PREMIER**  
ENERGY GROUP, LLC

*Explore your options  
Act with confidence*

Exhibit A-11 Principal Officers, Directors & Partners

Richard Albanese  
Principal  
Director-Business Operations  
1275 Bound Brook Road Suite 6  
Middlesex, NJ 08846  
732-302-0601 x601

Scott K. Fawcett  
Principal  
Director-Business Development  
1275 Bound Brook Road Suite 6  
Middlesex, NJ 08846  
732-302-0608

Richard Haynal  
Principal  
Director-Business Development  
1275 Bound Brook Road Suite 6  
Middlesex, NJ 08846  
732-302-0602

Joseph Santo  
Principal  
Director-Business Development  
1275 Bound Brook Road Suite 6  
Middlesex, NJ 08846  
732-302-0603

Charles Wilk  
Principal  
Director-Business Development  
1275 Bound Brook Road Suite 6  
Middlesex, NJ 08846  
732-302-0604



Explore your options  
Act with confidence

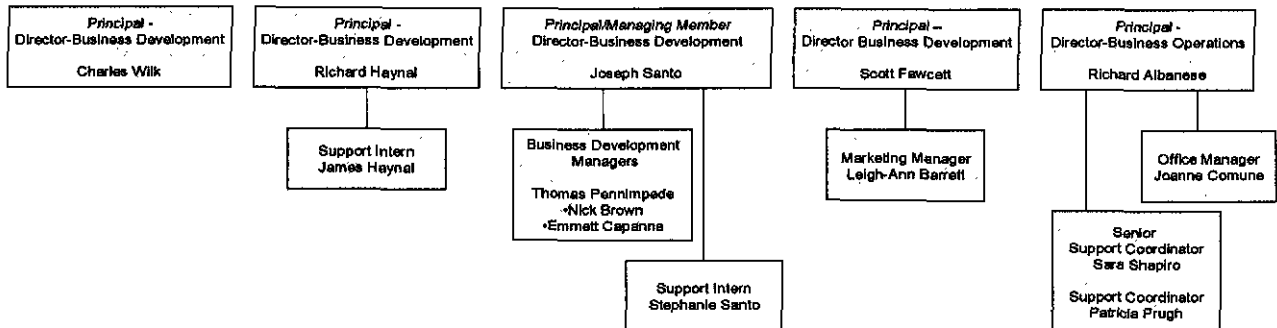
## Exhibit A-12 Corporate Structure

Attached is our organization chart

There are no affiliates or subsidiaries



Explore your options  
Act with confidence



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## Exhibit A-13 Corporate History

Premier Energy Group, LLC is an energy consulting and brokering company that has been in business since January 2002. Premier Energy Group, LLC utilizes over 60 years of industry experience to provide professional energy procurement and energy management services to commercial and industrial customers throughout the Northeast and mid-Atlantic regions.

Premier Energy Group offers the following services for industrial and commercial customers:

- Broker the supply of natural gas and electricity
- Utility data collection and assessment
- Create/implement deregulation strategy and goals
- Develop RFP, analyze responses, and provide recommendations
- Contract review and negotiation
- Utility rate review

These services are provided separately or in combination in accordance with each customer's objectives.

### Principals Background

Richard Albanese has 35 years of customer operations management experience in the energy industry, including PSE&G, AllEnergy Marketing Company, and Enron Energy Services.

Richard Haynal has 20 years of experience in the energy industry. Held positions in Sales, Engineering, and Operations Management for companies including Shell and Enron. Has a BS in Mechanical Engineering from Clarkson University and an MBA in Finance from NYU Stern Business School.

Joseph Santo has 25 years of experience in the energy industry, nearly 20 of which have been spent in the deregulated retail market. Held Director positions with Enron Energy Services, AllEnergy Marketing Company and Energis Resources. Spent 7 years with PSE&G in marketing and business development and has a Bachelor of Engineering in Electrical Engineering along with an MBA in finance.

Charles Wilk has 25 years of retail energy marketing experience. Held Mid-Market Sales Manager's position with Enron Energy Services and was responsible for the entire regional gas sales team which covered the service territories of NY, NJ, PA, MD, and VA. Also served as Account Manager responsible for key accounts in New Jersey and helped launch Enron's power marketing campaign.

Scott K. Fawcett Scott has more than 25 years of energy industry experience. In the deregulated arena, he has been focused on supporting industrial and commercial end users of natural gas and electricity in the development and execution of risk management and purchasing strategies. Prior to deregulation, Scott spent six years with Public Service Electric and Gas Company (PSE&G) managing the energy needs of some of the largest commercial and industrial end users in New Jersey. Scott received his Bachelor's degree in Industrial Engineering from Rutgers College of Engineering and his MBA from Fairleigh Dickinson University. Scott is a Certified Energy Manager (CEM) and past President of the NJ Chapter of the NJ Association of Energy Engineers

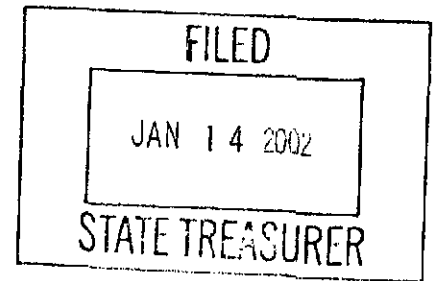




Exhibit – 14 Articles of Incorporation and Bylaws

See Attached

CERTIFICATE OF FORMATION  
OF  
PREMIER ENERGY GROUP, LLC



The undersigned, in order to form a limited liability company pursuant to the provisions of the New Jersey Limited Liability Company Act, hereby certifies:

FIRST: The name of the limited liability company is Premier Energy Group, LLC.

SECOND: The address of the limited liability company's initial registered office is 90 Court House Place, Jersey City, New Jersey 07306, and the name of the registered agent at such address is Larry M. Cole, Esq.

THIRD: The number of initial members constituting the limited liability company is four (4), and the names and addresses of the members are:

Richard J. Albanese    839 Vosseller Avenue  
Martinsville, New Jersey 08836

Richard A. Haynal    212 Highland Avenue  
Metuchen, New Jersey 08840

Joseph L. Santo    697 Meyersville Road  
Gillette, New Jersey 07933

Charles S. Wilk    37 Delaware Avenue  
West Long Branch, New Jersey 07764

FOURTH: The initial operating agreement of the limited liability company shall be adopted by the members, and the power to make, alter and repeal the operating agreement is reserved to the members.

FIFTH: The duration of the limited liability company is limited and shall expire on January 2, 2032 or upon the happening of any event set forth in the Operating Agreement, whichever event happens earlier.

0600131934

SIXTH: This Certificate of Formation is to be effective on JAN 14 2002

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation  
and has certified this as his act and deed and the facts herein stated as true, this 2 day of  
January, 2002.



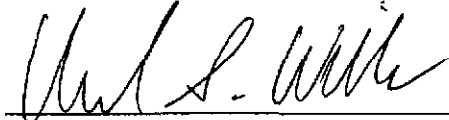
RICHARD J. ALBANESE



RICHARD A. HAYNAL



JOSEPH L. SANTO



CHARLES S. WILK

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**OPERATING AGREEMENT**  
**OF**  
**PREMIER ENERGY GROUP, L.L.C.**

This Operating Agreement is entered into on this 28th day of July, 2010 and replaces the original Operating Agreement entered into on January 23, 2002 (and all amendments thereto) by RICHARD J. ALBANESE, having an address at 839 Vosseller Avenue, Martinsville, New Jersey 08836; RICHARD A. HAYNAL, having an address at 179 Northside Drive, Sag Harbor, New York 11963; JOSEPH L. SANTO, having an address at 748 Meyersville Road, Gillette, New Jersey 07933; CHARLES S. WILK, having an address at 25 Tudor Drive, WaySide, New Jersey 07712; and SCOTT K. FAWCETT, having an address at 41 Railroad Avenue, Whitehouse Station, New Jersey 08889 (the "Members").

WHEREAS, the Members desire to continue to operate the Limited Liability Company known as PREMIER ENERGY GROUP, L.L.C., (the "Company"), formed

under the laws of the State of New Jersey, with respective rights and obligations with reference to said Limited Liability Company, as provided in this Agreement;

NOW THEREFORE, in consideration of the promises and covenants stated herein, the Members agree as follows:

## **ARTICLE I**

### **OPERATION OF COMPANY**

**Section 1. Annual meeting.** The annual meeting of the Members of the Company for the purposes of electing a Manager, considering proposals laid before such meetings, and transacting such other business as may properly be brought before such meeting, shall be held in December of each year, at the principal office of the Company (presently located at 1275 Bound Brook Road, Suite 6, Middlesex, New Jersey 08846.

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**Section 2. Quorum.** A quorum for any meeting of the Company will be a majority of the Members. Once a quorum is present business may be conducted at the meeting even if Members leave prior to adjournment of the meeting.

**Section 3. Decisions.** All matters required to be submitted to the Members for vote shall be decided by a minimum 60% vote of the Members unless a greater percentage is required by the terms of this Agreement or by applicable state law.

**Section 4. Powers.** The Members will jointly have all powers available under state law, including the power to appoint and remove Managers and employees; to change the offices of the Company; to borrow money on behalf of the Company including the execution of any evidence of indebtedness on behalf of the Company; to enter into contracts on behalf of the Company. Such power may be exercised by a single Member only upon approval and vote of the Members.

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**Section 5. Fiduciary Duty.** Each Member and Manager of the Company owes a fiduciary duty of good faith and reasonable care with regard to all actions taken on behalf of the Company. Each Member and Manager must perform his duty in good faith and in a manner that he reasonably believes to be in the best interests of the Company, using ordinary care and prudence.

**Section 6. Accounting Matters.** The Company will maintain accounting reports that will be open to any Member for inspection at any reasonable time. These records will include separate income and capital accounts for each Member. The accounting will be on a cash basis and on a calendar year basis. The capital account of each Member will consist of no less than the value of the property, cash, or services that the Member shall have contributed with his initial or additional contributions to the Company.

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**Section 7. Financial Matters.** The Members will determine the accounting methods and fiscal year of the Company. All checks, drafts, or other methods for payment shall be signed by the Members assigned to carry on the day-to-day basis of the Company. All notes, mortgages, or other evidence of indebtedness shall be signed by all of the Members. No money will be borrowed or lent by the Company unless authorized by a vote of the Members.

**Section 8. Bank Account.** The Company shall maintain a business checking account with a bank agreed upon by a vote of the Members.

**Section 9. Loans to Members.** The Company may not lend any money to a Manager or Member unless the loan has been approved by all of the Members.

**Section 10. Draws to Members.** All Members are entitled to monthly draws from the net monthly income of the Company. The net monthly income will be determined by the Company at the end of each month, in accordance with the Company's established



practice. The Members shall meet in January of each year to determine and fix the percentage of net monthly income to which each Member shall be entitled for that year. The Member's assigned percentage, applied to the net monthly income, shall be the Member's "Guaranteed Monthly Draw" as that term is used in this Operating Agreement.

**Section 11. Salaries to Members.** No Member is eligible to be paid a salary for any work or services performed on behalf of the Company. All work or services performed on behalf of the Company shall be considered a contribution to the Company.

**Section 12. Expense Accounts.** No Member shall have an expense account. Reimbursement for business expenses may be made by a vote of the Members. Each Member shall provide the Company with a written record of such expenses in order to obtain reimbursement.

## **ARTICLE II**

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## **MANAGER AND MANAGEMENT**

**Section 1. Number.** There shall be one (1) Manager who initially shall be Joseph L. Santo. The Manager need not be a Member of the Company. The Manager may be removed with or without cause by a vote of no less than 75% of the Members.

**Section 2. Election of manager vacancies.** The Manager shall be elected at each annual meeting of Members or at a special meeting called for the purpose of electing the Manager, or the Manager may be designated at any time by unanimous written action of the Members.

**Section 3. Election of office; resignation.** The Manager shall hold office until the next annual meeting of the Members, or until his successor is elected, or until such Manager's resignation, removal from office as provided for in Section 1 above, or death.

The Manager may resign at any time by providing an oral statement to that effect at a meeting of the

Members, or by submitting a writing to that effect to the Members. Such resignation shall take effect immediately or at such time as the Manager may specify.

**Section 4. Manager's compensation.** The Manager's compensation shall be determined by the Members on an annual basis.

**Section 5. Management.** Notwithstanding the election of a Manager, the management of the Company shall be exclusively with the Members. All decisions affecting the business of the Company or the operation of the Company shall be made by a 60% vote of the Members.

### ARTICLE III

#### INDEMNIFICATION

**Section 1. Third party actions.** The Company shall indemnify any Member who is or was a party, or who is threatened to be a party, to any threatened pending or completed action, suit or proceeding,

whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that he or she is or was a Member, Managing Member or employee of the Company, or is or was serving at the request of the Company, as a director, trustee, officer or employee or another limited liability company, corporation, partnership, joint venture, trust or other enterprises, against any and all expenses (including reasonable attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement,

conviction, or plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the Company.

**Section 2. Derivative actions.** The Company shall indemnify any Member who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action of suit, including all appeals, by or on behalf of the Company in order to procure a judgment in its favor by reason of the fact that he or she is or was a Member of the Company or is or was serving at the request of the Company as its Manager, against any and all expenses (including reasonable attorneys' fees) which were actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, so long as he or she acted in good faith and in a manner which he or she reasonably

believed to be in, or at least not opposed to, the best interests of the Company, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall be finally adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper. Neither the Manager nor any Member shall be personally liable for any debts, obligations, expenses, liabilities, or any claims made against the Company.

**Section 3. Rights after successful defense.**

To the extent that a Member or Manager has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section

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1 or 2, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

**Section 4. Other determination of rights.**

Except in a situation governed by Section 3, any indemnification under Section 1 or 2 (unless ordered by a court) shall be made by the Company only as authorized in a specific case upon determination that indemnification of the Member is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 or 2. Such determination shall be made by a majority vote of Members, or if such vote is unobtainable, by legal counsel (compensated by the Company) in a written opinion.

**Section 5. Advances of expenses.** Expenses of each person indemnified hereunder, which were incurred in defending against a civil, criminal,

administrative or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the Company in advance of the final disposition of such action, suit or proceeding, if authorized by the Manager (whether disinterested or not) following receipt of a written promise by or on behalf of the Manager or Member to repay such amounts unless it shall ultimately be determined that he or she is entitled to be indemnified by the Company.

**Section 6. Nonexclusiveness.** The indemnification provided in this Article shall not be deemed exclusive or any other rights to which those seeking indemnification may be entitled as a matter of law.

**Section 7. Purchase of insurance.** The Company may purchase and maintain insurance on behalf of any person who is a Member of the Company, or who is or was serving at the request of the Company as a Manager, against any liability asserted against him



or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article or of the laws of the State of New Jersey.

#### **ARTICLE IV CERTIFICATE FOR UNITS OR SHARES**

**Section 1. Form of certificates.** Each holder of units or shares shall be entitled to one or more certificates, signed by the Manager of the Company, which shall certify the number of units or shares held by him or her in the Company. However, no certificates for units or shares shall be issued until they are fully paid.

**Section 2. Transfer of units or shares.** Subject to the laws of the State of New Jersey and the terms of this Agreement, units or shares of the Company shall be transferable upon the books of the

Company by the holders thereof, upon surrender and cancellation of certificate(s) for a like number of units or shares, with duly executed assignment and power of transfer endorsed thereon or attached thereto, and with such proof of the authenticity of the signatures to such assignment and power of transfer as the Company or its agents may reasonably require. The transferee or assignee or any Member's interest shall have no right to participate in the management of the business and affairs of the Company or to become a Member unless the Members, other than the transferring or assigning Member, unanimously approve, in writing the transfer or assignment of the transferee or assignee.

**Section 3. Lost, stolen or destroyed certificates.** The Company may issue a new certificate for units or shares in place of any certificate previously issued by it and alleged to have been lost, stolen or destroyed. The Manager may, in his or her discretion, require the owner or

the owner's legal representative to give the Company a bond containing such terms as the Manager may require to protect the Company or any person injured by the execution and delivery of a new certificate.

## **ARTICLE V**

### **FORMATION**

**Section 1. Name.** The name of the Company is PREMIER ENERGY GROUP, L.L.C.

**Section 2. Business.** This Company is formed to engage in any lawful act, business or activity for which the Company may be formed under the laws of the State of New Jersey. The Company shall be engaged in the business of providing energy related services to industrial and commercial customers and any other related services.

**Section 3. Term.** The term of this Company shall be from January 23, 2002 until January 23, 2032.

**Section 4. Registered Agent.** The Company's registered agent for service shall be Richard J. Albanese at 1275 Bound Brook Road, Suite 6, Middlesex, New Jersey 08846.

**Section 5. Place of Business.** The Company's principal place of business and registered office is 1275 Bound Brook Road, Suite 6, Middlesex, New Jersey 08846.

## **ARTICLE VI**

### **CAPITAL AND PROFITS AND LOSSES**

**Section 1. Capital Contributions.** Each founding Member contributed to the capital of the Company the sum of Two Thousand 00/100 Dollars (\$2,500.00) for an aggregate capitalization of Twelve Thousand Five Hundred 00/100 Dollars (\$12,500.00), in exchange for a twenty percent (20%) interest of the Company.

An individual capital account has been established and is maintained for each Member. A Member's individual capital account shall be credited with the amount of his capital contribution to the Company. A Member shall not be entitled to interest on his capital contribution, or to withdraw any part of his capital account, or to receive any distribution from the Company, except as specifically provided herein or by law.

If any Member shall fail to make his initial capital contribution or any additional capital contribution as indicated by the terms of this Agreement, or any amendment to this Agreement, or by the terms of any additional agreement between and among the Members, the Company shall continue to operate as a limited liability company. However, each Member who has made an initial capital contribution or additional capital contribution shall then be entitled to a share of the Company's profits and losses in proportion to the amount of his

contribution to the total contribution. If any additional capital contributions are necessary, such additional contributions shall be determined by the Members as specified under the terms of this Agreement regarding Additional Contributions.

**Section 2. Profits and losses.** Except as may be limited by the terms of Section 1 above, the net profits and the net losses of the Company, after Members' draws, as well as any proceeds of sale of the Company, shall be shared by the Members in proportion to their respective capital interests in the Company. The terms "net profits" and "net losses" shall mean, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with the Internal Revenue Code of 1986 (the "Code"), as amended, with the goal that the Company is treated for tax purposes as a partnership for both state and federal income tax purposes. The Members agree to individually execute any documents

necessary to secure this tax treatment. Any profit or losses of the Company shall be determined and distributed to the Members on an annual basis according to each Member's proportionate share in the Company.

**Section 3. Fiscal year.** The fiscal year of the Company shall be the calendar year.

## **ARTICLE VII**

### **ADDITIONAL FUNDS**

**Section 1. New capital or loans.** If, as determined by the vote of all those who hold an interest in the Company, additional funds are required to pay the costs of operating the Company, such additional funds shall be advanced to the Company by the Members (and any assignee/transferee of a Company interest who has not been admitted as a Member) in proportion to the capital interest each Member (or assignee/transferee) then holds in the Company. Such additional funds advanced to the

Company shall be treated as additional capital contributions or loans, as determined by the vote of all those holding an interest in the Company. However, no interest shall be paid to any Member for any additional capital contributions.

### ARTICLE VIII

#### RESTRICTIONS ON MEMBERS' TRANSFERABILITY; DEATH, DISABILITY AND EXPULSION OF MEMBER

**Section 1. New Members.** A new Member may be admitted into the Company only if: (i) the other Members by unanimous vote approve of such admission; and (ii) said new Member executes such instruments as the other Members determine are necessary or desirable to effect such admission and to confirm the agreement of the person or entity being admitted to be bound by all of the covenants, terms and conditions of this Agreement then in effect. Said new Member shall receive a capital interest and an interest in the net profits and net losses and cash



flow of the Company in an amount to be determined by all of the other Members at the time of said admission. Said new Member shall be responsible for and assume full liability only for those Company debts, liabilities, and obligations that are incurred after the date of the acceptance of the new Member as a Member and which the new Member personally obligates himself or herself.

**Section 2. Withdrawal from the Company.** The Company shall have no obligation to purchase some or all of the Company's interest held by a Member. No Member may partially or completely withdraw from the Company unless agreed by all Members. A Member may not transfer any or all of his interest in the Company, except as provided herein.

**Section 3. Restrictions on transfer and encumbrance; right of first refusal.** Except as otherwise specifically permitted pursuant to the further provisions of this Agreement, each of the Members agrees that he or she will not, without the

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prior written consent of all Members, transfer, assign, sell, give, pledge, hypothecate or otherwise encumber his or her interest in the Company ("Interest"), and any attempts to do any of the foregoing without such prior written consent shall be null and void and of no effect.

In the event of a proposed sale or other disposition for value to an outside party of all or any portion of his or her Interest by any Member (the "Seller"), whether voluntary or involuntary, advance written notice thereof shall be given by certified mail, return receipt requested, to the Company, specifying the name of the prospective purchaser or transferee, the extent of the interest proposed to be sold or otherwise disposed of (the "Offered Interest"), and the price and all other terms and conditions of the proposed transaction.

For a period of twenty (20) days after its receipt of such said notice, the Company shall have the first right and option to purchase the entire

Offered Interest on the same terms as are set forth in the notice. The Company may purchase the Offered Interest utilizing such assets, lines of credit or other sources of funds as may be obtained for such purpose. Thereafter, the Offered Interest so purchased by the Company shall be retired, and all further allocations and distributions of the Company to the Members shall be in the proportion which the interest of each remaining Member bears to the interest of all remaining Members after retirement of the Offered Interest.

In the event the Company shall not elect to purchase the Offered Interest, the Seller shall have the right, for an additional period of thirty (30) days (not exceeding a total of sixty (60) days from the date of the Seller's notice to the Company), to sell or otherwise dispose of the Offered Interest to the proposed purchaser or transferee (the "Purchaser") upon the same terms and conditions and for the same price as was set forth in the Seller's

notice to the Company. If the transaction with the Member is not consummated within the maximum sixty (60) day period specified above, the Company's right to purchase the Offered Interest shall once again be reinstated as set forth herein, and the Seller shall not have the right to sell the Offered Interest to a Purchaser until the Seller has once again complied with all provisions of Article VIII, Section 3.

If a sale or other disposition to an outside party is effected in compliance with the provisions of this Article VIII, Section 3, the Members shall be deemed to have approved of the Purchaser's admission into the Company.

**Section 4. Death of Member and Insurance.**

Each Member shall maintain as owner an insurance policy on his life wherein his spouse shall be the named beneficiary. The policy for each Member shall be with the Companies and in the amounts more particularly stated on SCHEDULE attached hereto. In or about June of each year, the Company shall

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reimburse the Member for the cost of the premium associated with the policy, and at the same time, the Member shall provide satisfactory evidence that the policy is in full force and effect. Upon the death of a Member, his interest in the Company shall cease, and shall become vested in the surviving Members.

The deceased Member's spouse, heirs, beneficiaries and/or assigns, shall be entitled only to the proceeds of the aforementioned life insurance policy and any unreimbursed life insurance premiums paid by or on behalf of the deceased Member. In addition, if the face value of the life insurance policy is less than 200% of the total of the deceased Member's "Guaranteed Monthly Draws" for the 12 months preceding his death then the Company shall pay to the deceased member's estate the difference between such amount and the face amount of the life insurance policy. Any such payment required to be made by the Company pursuant to this Article VIII, Section 4,

shall be made within twelve (12) months of the Member's death.

Other than the rights and entitlements as set forth in this Article VIII, Section 4, the deceased Member's estate, his spouse, heirs, beneficiaries and assigns, shall have no interest in the Company, or claims to or upon the Company.

The deceased Member's shares shall automatically vest in the surviving Members in such proportion as each surviving Member's shares bear to the total number of shares owned by all of the surviving Members, as of the date of death.

All Members agree to meet in June of each year to determine whether the amount of insurance maintained on each of the Members is adequate and sufficient. In the event that the Members determine that any Member's insurance coverage is not adequate and sufficient, then any such Member's insurance

coverage shall be increased, the premiums for which shall be borne by the Company.

**Section 5. Disability of Member.** In the event that a member becomes disabled by reason of any medical or psychiatric condition(s) that in the opinion of the Company's physician(s) renders the Member incapable of performing his duties and responsibilities, then the disabled Member shall be entitled to receive the following compensation: (i) for the first 12 months period of disability (or part thereof), the Member shall receive one twelfth (1/12) of the total of his "Guaranteed Monthly Draws" for the 12 months preceding the commencement of his; (ii) for the second 12 months period of disability (or part thereof), the Member shall receive one-twenty-fourth (1/24) of the total of his "Guaranteed Monthly Draws" for the 12 months preceding the commencement of his disability;

(iii) if the period of disability extends beyond 24 months, the remaining (that is non-disabled), Members shall have the unfettered option to either: (1) purchase the disabled Member's interest for one-half (1/2) of the total of his "Guaranteed Monthly Draws" for the 12 months preceding the commencement of his disability, payable in 12 monthly installments (ie, this will result in the continuation of the monthly payment under Paragraph (ii) for an additional 12 months); or (2) recalculate all of the Members' Guaranteed Payments (including that of the disabled Member), to be applied commencing with the 25<sup>th</sup> month of disability.

For purposes of this section, a Member shall be deemed continuously disabled if he shall fail to return to his position and job responsibilities, and remain on the job for a period of six (6) months following any recognized disability period.

**Section 6. Expulsion of Member.** A Member may be expelled for cause from the Company by the



unanimous vote of the remaining Members. Upon expulsion the expelled Member shall cease to be a Member and shall have no interest, rights, authority, power or ownership in the Company or property of the Company. Upon the expulsion of the Member, the Company shall continue in business without interruption but without the expelled Member.

The expelled Member shall be entitled to receive the value of his or her interest in the Company, which all Members agree is 150% of the total of the expelled Member's "Guaranteed Monthly Draws" for the 12 months preceding his expulsion. The payment shall be made in thirty-six (36) monthly increments, and the Member's right to receive same shall be dependent on the expelled Member's compliance with his continuing duties under Article X.

#### ARTICLE IX

##### DISSOLUTION AND TERMINATION

Section 1. Termination of the Company. The Company shall be terminated and dissolved upon:

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the vote of the Members;

the expiration of the term of the Company; or

the death, retirement or resignation of a Member,

if the remaining Members do not vote to continue the business of the Company.

Upon the termination of the Company as herein provided, a full and general accounting shall be taken of the Company's business, and the affairs of the Company shall be wound up. Any net profits or net losses earned or incurred since the previous accounting shall be allocated among the Members. The Members shall wind up and liquidate the Company by selling the Company's assets and distributing the net proceeds therefrom, in cash, in the following manner:

To pay the debts and obligations of the Company;

To distribute the Members' income account to the Members in their proportionate ownership share;

To distribute the Members' capital accounts to the Members in their proportionate share;

To distribute any remaining assets to the Members in their proportionate share.

In the event there is a net liability, it shall be shared by the Members in their proportionate share.

**Section 2. Continuing governance.** In the event of a dissolution of the Company, the business affairs of the Company shall continue to be governed by the terms of this Agreement during the winding up of the Company's business affairs.

## **ARTICLE X**

### **DUTIES OF MEMBERS**

**Section 1. Efforts.** For so long as a Member is a Member of the Company, the Member shall devote his full efforts exclusively to the business of the Company.

**Section 2. Confidentiality.** During the operation of the Company, no Member whether active, expelled or withdrawn, shall disclose or use

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confidential and/or proprietary information of the Company, including but not limited to actual or potential: customers; suppliers; partners; or the like. This restriction shall remain in effect for a period of two (2) years from when the Member either withdraws or is expelled from the Company.

**Section 3. Non-solicitation.** During the operation of the Company, no Member, who has either withdrawn or been expelled from the Company, shall solicit any actual or potential customer of the Company and the remaining Members. "Potential customer" shall be defined as any customer whose name appears on the customer prospect list maintained by the Company as of the date the Member either withdrew or was expelled from the Company. This restriction shall remain in effect for a period of two (2) years following the expulsion or withdrawal of the Member from the Company.

**Section 4. Non-competition.** During the operation of the Company no Member, who has either

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withdrawn or been expelled from the Company, shall become the partner, stockholder or owner of, employed by, or otherwise associated with, any company which engages in a business similar to any aspect of the business in which the Company is engaged as of the date the Member either withdrew or was expelled from the Company. This restriction shall remain in effect for a period of two (2) years following the expulsion or withdrawal of the Member from the Company.

**Section 5. Additional Compensation For Extension of Restrictive Covenants to 3 Years.** In the event that a member either withdraws or is expelled from the Company, and upon such event agrees to be bound by the restrictions and covenants contained in Sections 2, 3 and 4 of this Article for a period of three (3) years from the date of withdrawal or expulsion, then in addition to the value of his interest in the Company, such Member shall be paid 25% of the total of his "Guaranteed Monthly Draws" for the 12 months preceding the

withdrawal or expulsion. The additional 25% shall be paid in 12 equal monthly commencing in the twenty-fifth (25<sup>th</sup>) month after the withdrawal or expulsion.

In the event that the withdrawing or expelled Member shall breach any restriction or covenant while receiving payments in accordance herewith, he shall forfeit all future payments, and shall return to the Company all previous payments made in accordance herewith.

## **ARTICLE XI**

### **MISCELLANEOUS**

Section 1. Governing law. This Agreement shall be interpreted in accordance with the law of the State of New Jersey. Subject to the provisions of Section 2 below any actions involving this Agreement shall be commenced in a Court located in the State of New Jersey.

Seciton 2. Arbitration. Any dispute resolving the rights of the Members pursuant to the terms of

this Agreement or any dispute arising among the Members or the Members and the Company regarding the terms of this Agreement and the respective rights and obligations of the Members and the Company shall be resolved by arbitration. Any arbitration shall be conducted by the American Arbitration Association in accordance with its then rules. The office of the American Arbitration Association where any claims for arbitration shall be processed and hearing conducted shall be the office located within the County of Middlesex, State of New Jersey or the next closest office to New Brunswick, New Jersey.

## **ARTICLE XII**

### **AMENDMENTS**

**Section 1. Vote for amendments.** This Operating Agreement may be amended, or a new operating agreement may be adopted, by the affirmative vote of all of the Members, as vote is defined by the terms of this Agreement. No

modification of this Agreement shall be effective unless it is in writing and signed by all of the Members or unless it has been voted upon by the Members as previously stated herein.

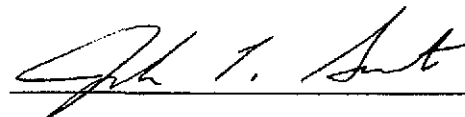
IN WITNESS WHEREOF, the Members hereto have executed this Agreement on the date and year first above written.

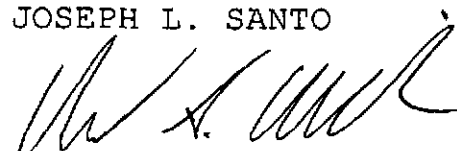
MEMBERS:

  
RICHARD J. ALBANESE

  
SCOTT K. FAWCETT

  
RICHARD A. HAYNAL

  
JOSEPH L. SANTO

  
CHARLES S. WILK





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Act with confidence*

Exhibit A -15 Secretary of State

See Attached



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/15/2014	201410401934	REG. OF FOR. PROFIT LIM. LIAB. CO. (LFP)	125.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

PREMIER ENERGY GROUP, LLC  
ATTN: RICHARD ALBANESE  
1275 BOUND BROOK ROAD SUITE 6  
MIDDLESEX, NJ 08846

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jon Husted**  
**2286768**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**PREMIER ENERGY GROUP, LLC**

and, that said business records show the filing and recording of:

Document(s)

**REG. OF FOR. PROFIT LIM. LIAB. CO.**

Document No(s):

**201410401934**

**Effective Date: 04/14/2014**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 15th day of April, A.D.  
2014.

Ohio Secretary of State



**PREMIER**  
ENERGY GROUP, LLC

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## Exhibit B-1 Jurisdictions of Operation

<u>Jurisdiction</u>	<u>License Number</u>	<u>Service</u>
Delaware	6962-06-121	Electric
District of Columbia	EA 12-17-8 GA 12-5-8	Electric Natural Gas
Illinois	11-0388	Electric
Maryland	IR-942	Electric
Massachusetts	EB-055 RA-019	Electric Natural Gas
New Jersey	EA-0040	Electric and Natural Gas
Pennsylvania	A-2009-2100721	Electric



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## Exhibit B-2 Experience & Plans

Premier Energy Group, LLC has been providing professional energy procurement and energy management services to commercial and industrial customers for over 12 years.

With our extensive experience in the utility and deregulated energy industry as highlighted below, we will continue to provide a customized energy management and procurement strategy to commercial and industrial customers.

- Richard Albanese has 35 years of customer operations management experience in the energy industry, including Public Service Electric and Gas Co., AllEnergy Marketing Company, and Enron Energy Services.
- Richard Haynal has 20 years of experience in the energy industry. Held positions in Sales, Engineering, and Operations Management for companies including Shell and Enron. Has a BS in Mechanical Engineering from Clarkson University and an MBA in Finance from NYU Stern Business School.
- Joseph Santo has 25 years of experience in the energy industry, nearly 20 of which have been spent in the deregulated retail market. Held Director positions with Enron Energy Services, AllEnergy Marketing Company and Energis Resources. Spent 7 years with PSE&G in marketing and business development and has a Bachelor of Engineering in Electrical Engineering along with an MBA in finance.
- Charles Wilk has 25 years of retail energy marketing experience. Held Mid-Market Sales Manager's position with Enron Energy Services and was responsible for the entire regional gas sales team which covered the service territories of NY, NJ, PA, MD, and VA. Also served as Account Manager responsible for key accounts in New Jersey and helped launch Enron's power marketing campaign.
- Scott K. Fawcett\_Scott has more than 25 years of energy industry experience. In the deregulated arena, he has been focused on supporting industrial and commercial end users of natural gas and electricity in the development and execution of risk management and purchasing strategies. Prior to deregulation, Scott spent six years with Public Service Electric and Gas Company (PSE&G) managing the energy needs of some of the largest commercial and industrial end users in New Jersey. Scott received his Bachelor's degree in Industrial Engineering from Rutgers College of Engineering and his MBA from Fairleigh Dickinson University. Scott is a Certified Energy Manager (CEM) and past President of the NJ Chapter of the NJ Association of Energy Engineers

Although we do not provide billing services, we do provide support in resolving billing inquiries between our customer's the utility or third party supplier bills and other customer inquiries.



### Exhibit B-3 Summary of Experience

Premier Energy Group, LLC is currently providing consulting and brokering services to  
690 electric customers - 3,800,000 mwh  
390 natural gas customers - 23,00,000 dth



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#### **Exhibit B-4 Disclosure of Liabilities and Investigations**

There are no existing, pending or past rulings, judgments, liabilities, revocations of authority, regulatory investigations, or any other matter that could adversely impact Premier Energy Groups financial or operational status or ability to certified.



## Exhibit C-1 Annual Reports

Premier Energy Group does not produce Annual Reports



## Exhibit C-2 SEC Filings

As a private company Premier Energy Group, LLC is not required to file a 10-K with the SEC.





## Exhibit C-3 Financial Statements

See attached

- Unaudited Financials for 2013 and 2014 YTD
- Tax Returns for 2013 and 2014 YTD

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03/26/14  
Cash Basis

**Premier Energy Group LLC**  
**Profit & Loss**  
**January through December 2013**

	<u>Jan - Dec 13</u>
<b>Ordinary Income/Expense</b>	
Income	
4000 · Consulting Income	1,195,708.16
4010 · Commission Income Elec	4,258,757.51
4020 · Commission Income Gas	1,526,365.06
4022 · Demand Response Commission	25,553.88
4023 · Other Fees	240.00
4026 · Lighting Commission	4,250.00
Total Income	<u>7,010,874.61</u>
Gross Profit	7,010,874.61
Expense	
6115 · 401k Match	67,000.47
6120 · Bank Service Charges	1,686.78
6140 · Contributions	30,215.14
6145 · Advertising	4,314.30
6160 · Dues and Subscriptions	34,833.20
6180 · Business Insurance	30,780.92
6190 · Insurance	196,740.00
6230 · Licenses and Permits	3,324.75
6240 · Miscellaneous	-0.60
6241 · Business Gifts	9,466.11
6245 · Office Expense	29,517.79
6250 · Postage and Delivery	715.86
6260 · Printing and Reproduction	214.28
6270 · Professional Fees	35,229.61
6290 · Rent	40,508.17
6300 · Repairs	288.31
6316 · Sub Contractor Payments	1,307,572.53
6340 · Telephone	20,400.46
6345 · Internet Access	6,242.23
6350 · Travel & Ent	51,249.08
6390 · Utilities	3,997.92
6540 · Office Equipment	12,131.92
6550 · Office Supplies	7,032.29
6555 · Outside Services	6,654.22
6560 · Payroll Expenses	4,836,820.48
6600 · Profit Sharing Expense	72,180.73
6820 · Taxes	142,057.42
Total Expense	<u>6,951,174.37</u>
Net Ordinary Income	59,700.24
Other Income/Expense	
Other Income	
7010 · Interest Income	68.49
Total Other Income	<u>68.49</u>
Net Other Income	<u>68.49</u>
Net Income	<u><u>59,768.73</u></u>

**Premier Energy Group LLC**  
**Statement of Cash Flows**  
 January through December 2013

	<u>Jan - Dec 13</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	2,911,590.49
Adjustments to reconcile Net Income to net cash provided by operations:	
1200 · Accounts Receivable	-2,840,936.32
1450 · Deferred Asset	-69.17
2000 · Accounts Payable	-10,885.44
2020 · Profit Sharing Payable	29,724.30
Net cash provided by Operating Activities	89,423.86
<b>INVESTING ACTIVITIES</b>	
1502 · Fixed Term CD MD	-48.55
1503 · Fixed Term CD DC-E 2013	-10,009.97
1504 · Fixed Term CD DC G 2013	-10,009.97
Net cash provided by Investing Activities	-20,068.49
<b>FINANCING ACTIVITIES</b>	
3100 · Charles Wilk Equity:3102 · Dividends - C. Wilk	-23,000.00
3200 · Joseph Santo Equity:3202 · Dividends - J. Santo	-23,000.00
3300 · Richard Albanese Equity:3302 · Dividends - R. Al...	-23,000.00
3400 · Richard Haynal Equity:3402 · Dividends - R. Haynal	-23,000.00
3502 · Scott K Fawcett Equity:3503 · Dividends - S. Faw...	-23,000.00
Net cash provided by Financing Activities	-115,000.00
Net cash increase for period	-45,644.63
Cash at beginning of period	162,493.34
Cash at end of period	<u><u>116,848.71</u></u>

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Cash Basis

**Premier Energy Group LLC**  
**Balance Sheet**  
**As of March 26, 2014**

	Mar 26, 14
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1010 · Bank of America - 3550	481,365.17
Total Checking/Savings	481,365.17
Other Current Assets	
1450 · Deferred Asset	69.17
Total Other Current Assets	69.17
Total Current Assets	481,434.34
<b>Fixed Assets</b>	
1500 · Presidential Plaza Partners	2,500.00
1502 · Fixed Term CD MD	11,375.62
1503 · Fixed Term CD DC-E 2013	10,009.97
1504 · Fixed Term CD DC G 2013	10,009.97
Total Fixed Assets	33,895.56
<b>TOTAL ASSETS</b>	<b>515,329.90</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
3000 · Opening Bal Equity	20.08
3100 · Charles Wilk Equity	
3102 · Dividends - C. Wilk	-38,000.00
3100 · Charles Wilk Equity - Other	2,500.00
Total 3100 · Charles Wilk Equity	-35,500.00
3200 · Joseph Santo Equity	
3202 · Dividends - J. Santo	-38,000.00
3200 · Joseph Santo Equity - Other	2,500.00
Total 3200 · Joseph Santo Equity	-35,500.00
3300 · Richard Albanese Equity	
3302 · Dividends - R. Albanese	-38,000.00
3300 · Richard Albanese Equity - Other	2,500.00
Total 3300 · Richard Albanese Equity	-35,500.00
3400 · Richard Haynal Equity	
3402 · Dividends - R. Haynal	-38,000.00
3400 · Richard Haynal Equity - Other	2,500.00
Total 3400 · Richard Haynal Equity	-35,500.00
3502 · Scott K Fawcett Equity	
3503 · Dividends - S. Fawcett	-38,000.00
3502 · Scott K Fawcett Equity - Other	2,500.00
Total 3502 · Scott K Fawcett Equity	-35,500.00
3600 · Retained Earnings	181,112.63
Net Income	511,697.19
Total Equity	515,329.90
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>515,329.90</b>

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Cash Basis

**Premier Energy Group LLC**  
**Profit & Loss**  
**January 1 through March 27, 2014**

	<u>Jan 1 - Mar 27, 14</u>
<b>Ordinary Income/Expense</b>	
Income	
4000 · Consulting Income	254,098.30
4010 · Commission Income Elec	881,290.58
4020 · Commission Income Gas	570,927.38
4022 · Demand Response Commission	8,431.10
4026 · Lighting Commission	3,750.00
<b>Total Income</b>	<u>1,718,497.36</u>
<b>Gross Profit</b>	1,718,497.36
Expense	
6115 · 401k Match	28,369.49
6120 · Bank Service Charges	874.00
6140 · Contributions	1,600.00
6145 · Advertising	5,107.00
6160 · Dues and Subscriptions	10,790.04
6180 · Business Insurance	8,900.87
6190 · Insurance	26,839.41
6230 · Licenses and Permits	425.00
6245 · Office Expense	3,596.78
6250 · Postage and Delivery	134.44
6260 · Printing and Reproduction	24.48
6270 · Professional Fees	5,288.57
6290 · Rent	10,672.59
6300 · Repairs	99.16
6316 · Sub Contractor Payments	322,522.27
6340 · Telephone	3,920.78
6345 · Internet Access	1,080.56
6350 · Travel & Ent	7,476.43
6390 · Utilities	709.62
6550 · Office Supplies	3,027.21
6555 · Outside Services	1,800.00
6560 · Payroll Expenses	712,423.07
6820 · Taxes	51,118.40
<b>Total Expense</b>	<u>1,206,800.17</u>
<b>Net Ordinary Income</b>	511,697.19
<b>Other Income/Expense</b>	
Other Income	
7030 · Other Income	0.00
<b>Total Other Income</b>	<u>0.00</u>
<b>Net Other Income</b>	0.00
<b>Net Income</b>	<u><u>511,697.19</u></u>

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03/27/14

**Premier Energy Group LLC**  
**Statement of Cash Flows**  
January 1 through March 27, 2014

	<u>Jan 1 - Mar 27, 14</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	174,559.01
Adjustments to reconcile Net Income to net cash provided by operations:	
1200 · Accounts Receivable	336,735.98
2000 · Accounts Payable	402.20
2020 · Profit Sharing Payable	-72,180.73
<b>Net cash provided by Operating Activities</b>	<u>439,516.46</u>
<b>FINANCING ACTIVITIES</b>	
3100 · Charles Wilk Equity:3102 · Dividends - C. Wilk	-15,000.00
3200 · Joseph Santo Equity:3202 · Dividends - J. Santo	-15,000.00
3300 · Richard Albanese Equity:3302 · Dividends - R. Al...	-15,000.00
3400 · Richard Haynal Equity:3402 · Dividends - R. Haynal	-15,000.00
3502 · Scott K Fawcett Equity:3503 · Dividends - S. Faw...	-15,000.00
<b>Net cash provided by Financing Activities</b>	<u>-75,000.00</u>
<b>Net cash increase for period</b>	364,516.46
<b>Cash at beginning of period</b>	<u>116,848.71</u>
<b>Cash at end of period</b>	<u><u>481,365.17</u></u>

10:53 AM  
03/27/14  
Cash Basis

**Premier Energy Group LLC**  
**Balance Sheet**  
**As of March 27, 2014**

	Mar 27, 14
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1010 · Bank of America - 3550	481,365.17
Total Checking/Savings	481,365.17
Other Current Assets	
1450 · Deferred Asset	69.17
Total Other Current Assets	69.17
Total Current Assets	481,434.34
Fixed Assets	
1500 · Presidential Plaza Partners	2,500.00
1502 · Fixed Term CD MD	11,375.62
1503 · Fixed Term CD DC-E 2013	10,009.97
1504 · Fixed Term CD DC G 2013	10,009.97
Total Fixed Assets	33,895.56
<b>TOTAL ASSETS</b>	<b>515,329.90</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
3000 · Opening Bal Equity	20.08
3100 · Charles Wilk Equity	
3102 · Dividends - C. Wilk	-38,000.00
3100 · Charles Wilk Equity - Other	2,500.00
Total 3100 · Charles Wilk Equity	-35,500.00
3200 · Joseph Santo Equity	
3202 · Dividends - J. Santo	-38,000.00
3200 · Joseph Santo Equity - Other	2,500.00
Total 3200 · Joseph Santo Equity	-35,500.00
3300 · Richard Albanese Equity	
3302 · Dividends - R. Albanese	-38,000.00
3300 · Richard Albanese Equity - Other	2,500.00
Total 3300 · Richard Albanese Equity	-35,500.00
3400 · Richard Haynal Equity	
3402 · Dividends - R. Haynal	-38,000.00
3400 · Richard Haynal Equity - Other	2,500.00
Total 3400 · Richard Haynal Equity	-35,500.00
3502 · Scott K Fawcett Equity	
3503 · Dividends - S. Fawcett	-38,000.00
3502 · Scott K Fawcett Equity - Other	2,500.00
Total 3502 · Scott K Fawcett Equity	-35,500.00
3600 · Retained Earnings	181,112.63
Net Income	511,697.19
Total Equity	515,329.90
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>515,329.90</b>

**U.S. Income Tax Return for an S Corporation**

▶ Do not file this form unless the corporation has filed or is attaching Form 2553 to elect to be an S corporation.

▶ Information about Form 1120S and its separate instructions is at [www.irs.gov/form1120s](http://www.irs.gov/form1120s).

**2013**

For calendar year 2013 or tax year beginning , 2013, ending

<b>A</b> Selection effective date 01/01/12	<b>TYPE OR PRINT</b>	Name PREMIER ENERGY GROUP, LLC	<b>D</b> Employer identification number 26-0005638
<b>B</b> Business activity code number (see instrs) 541600		Number, street, and room or suite no. If a P.O. box, see instructions. 1275 BOUND BROOK ROAD	<b>E</b> Date incorporated 01/01/12
<b>C</b> Check if Schedule M-3 attached <input type="checkbox"/>		City or town, state or province, country, and ZIP or foreign postal code MIDDLESEX NJ 08846	<b>F</b> Total assets (see instructions) \$ 150,764.

**G** Is the corporation electing to be an S corporation beginning with this tax year? Yes ☐ No ☒ If 'Yes,' attach Form 2553 if not already filed

**H** Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change  
(4) ☐ Amended return (5) ☐ S election termination or revocation

**I** Enter the number of shareholders who were shareholders during any part of the tax year . . . . . ▶ 5

**Caution.** Include **only** trade or business income and expenses on lines 1a through 21. See the instructions for more information.

<b>INCOME</b>	<b>1 a</b> Gross receipts or sales . . . . .	<b>1 a</b> 7,010,875.	
	<b>b</b> Returns and allowances . . . . .	<b>1 b</b>	
	<b>c</b> Balance. Subtract line 1b from line 1a . . . . .		<b>1 c</b> 7,010,875.
	<b>2</b> Cost of goods sold (attach Form 1125-A) . . . . .		<b>2</b>
	<b>3</b> Gross profit. Subtract line 2 from line 1c . . . . .		<b>3</b> 7,010,875.
	<b>4</b> Net gain (loss) from Form 4797, line 17 (attach Form 4797) . . . . .		<b>4</b>
<b>DEDUCTIONS SEE INSTRUCTIONS</b>	<b>5</b> Other income (loss) (see Instrs — all statement) . . . . .		<b>5</b>
	<b>6</b> Total income (loss). Add lines 3 through 5. . . . . ▶		<b>6</b> 7,010,875.
	<b>7</b> Compensation of officers (see instructions - attach Form 1125-E) . . . . .		<b>7</b> 4,020,178.
	<b>8</b> Salaries and wages (less employment credits) . . . . .		<b>8</b> 816,642.
	<b>9</b> Repairs and maintenance . . . . .		<b>9</b> 288.
	<b>10</b> Bad debts . . . . .		<b>10</b>
	<b>11</b> Rents . . . . .		<b>11</b> 40,508.
	<b>12</b> Taxes and licenses . . . . .		<b>12</b> 142,057.
	<b>13</b> Interest . . . . .		<b>13</b>
	<b>14</b> Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562) . . . . .		<b>14</b>
	<b>15</b> Depletion (Do not deduct oil and gas depletion.) . . . . .		<b>15</b>
	<b>16</b> Advertising . . . . .		<b>16</b> 4,314.
	<b>17</b> Pension, profit-sharing, etc., plans . . . . .		<b>17</b> 139,181.
	<b>18</b> Employee benefit programs . . . . .		<b>18</b> 95,412.
	<b>19</b> Other deductions (attach statement) . . . . . * .STMT		<b>19</b> 1,551,370.
<b>20</b> Total deductions. Add lines 7 through 19 . . . . . ▶		<b>20</b> 6,809,950.	
<b>21</b> Ordinary business income (loss). Subtract line 20 from line 6 . . . . .		<b>21</b> 200,925.	
<b>TAX AND PAYMENTS</b>	<b>22 a</b> Excess net passive income or LIFO recapture tax (see instructions) . . . . .	<b>22 a</b>	
	<b>b</b> Tax from Schedule D (Form 1120S) . . . . .	<b>22 b</b>	
	<b>c</b> Add lines 22a and 22b (see instructions for additional taxes) . . . . .		<b>22 c</b>
	<b>23 a</b> 2013 estimated tax payments and 2012 overpayment credited to 2013 . . . . .	<b>23 a</b>	
	<b>b</b> Tax deposited with Form 7004 . . . . .	<b>23 b</b>	
	<b>c</b> Credit for federal tax paid on fuels (attach Form 4136) . . . . .	<b>23 c</b>	
	<b>d</b> Add lines 23a through 23c . . . . .		<b>23 d</b>
	<b>24</b> Estimated tax penalty (see instructions). Check if Form 2220 is attached . . . . . ▶ <input type="checkbox"/>		<b>24</b>
<b>25</b> Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed . . . . .		<b>25</b>	
<b>26</b> Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid . . . . .		<b>26</b>	
<b>27</b> Enter amount from line 26 Credited to 2014 estimated tax . . . . .		<b>27</b> Refunded ▶	

**Sign Here**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer	Date	MEMBER	May the IRS discuss this return with the preparer shown below (see instructions)?
		Title	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Paid Preparer Use Only**

Print/Type preparer's name WALTER A. SLUBERSKI	Preparer's signature	Date 02/19/14	Check <input checked="" type="checkbox"/> if self-employed	PTIN P01326419
Firm's name WALTER A. SLUBERSKI, L.L.C.	Firm's EIN 22-3803165			
Firm's address BLOOMFIELD NJ 07003	Phone no. (973) 571-1138			



**Schedule B Other Information (see instructions)**

Yes	No
-----	----

1	Check accounting method: a <input checked="" type="checkbox"/> Cash b <input type="checkbox"/> Accrual c <input type="checkbox"/> Other (specify) _____		
2	See the instructions and enter the: a Business activity. ▶ <u>CONSULTING</u> b Product or service. ▶ <u>ENERGY CONSULTANTS</u>		
3	At any time during the tax year, was any shareholder of the corporation a disregarded entity, a trust, an estate, or a nominee or similar person? If "Yes," attach Schedule B-1, Information on Certain Shareholders of an S Corporation . . . . .		X
4a	At the end of the tax year, did the corporation: Own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below. . . . .		X

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage of Stock Owned	(v) If Percentage in (iv) is 100%, Enter the Date (if any) a Qualified Subchapter S Subsidiary Election Was Made

b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below . . . . .		X
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(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum % Owned in Profit, Loss, or Capital

5a At the end of the tax year, did the corporation have any outstanding shares of restricted stock? . . . . . If "Yes," complete lines (i) and (ii) below.		X
(i) Total shares of restricted stock . . . . . ▶ _____		
(ii) Total shares of non-restricted stock . . . . . ▶ _____		
b At the end of the tax year, did the corporation have any outstanding stock options, warrants, or similar instruments? . . . . . If "Yes," complete lines (i) and (ii) below.		X
(i) Total shares of stock outstanding at the end of the tax year . . . . . ▶ _____		
(ii) Total shares of stock outstanding if all instruments were executed . . . . . ▶ _____		
6 Has this corporation filed, or is it required to file, <b>Form 8918</b> , Material Advisor Disclosure Statement, to provide information on any reportable transaction? . . . . .		X
7 Check this box if the corporation issued publicly offered debt instruments with original issue discount . . . . . <input type="checkbox"/> If checked, the corporation may have to file <b>Form 8281</b> , Information Return for Publicly Offered Original Issue Discount Instruments.		
8 If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions) . . . . . ▶ \$ _____		
9 Enter the accumulated earnings and profits of the corporation at the end of the tax year. . . . . \$ _____		
10 Does the corporation satisfy <b>both</b> of the following conditions? a The corporation's total receipts (see instructions) for the tax year were less than \$250,000 . . . . . b The corporation's total assets at the end of the tax year were less than \$250,000 . . . . . If "Yes," the corporation is not required to complete Schedules L and M-1.		X
11 During the tax year, did the corporation have any non-shareholder debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt? . . . . . If "Yes," enter the amount of principal reduction \$ _____		X
12 During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If "Yes," see instructions . . . . .		X
13 a Did the corporation make any payments in 2013 that would require it to file Form(s) 1099? . . . . .	X	
b If "Yes," did the corporation file or will it file required Forms 1099? . . . . .	X	

Form 1120S (2013)

Schedule K Shareholders' Pro Rata Share Items		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 21)	1	200,925.
	2 Net rental real estate income (loss) (attach Form 8825)	2	
	3a Other gross rental income (loss)	3a	
	b Expenses from other rental activities (attach statement)	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4 Interest income	4	68.
	5 Dividends: a Ordinary dividends	5a	
	b Qualified dividends	5b	
	6 Royalties	6	
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	7	
Deductions	8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	8a	
	b Collectibles (28%) gain (loss)	8b	
	c Unrecaptured section 1250 gain (attach statement)	8c	
	9 Net section 1231 gain (loss) (attach Form 4797)	9	
	10 Other income (loss) (see instructions) Type ▶	10	
Credits	11 Section 179 deduction (attach Form 4562)	11	
	12a Charitable contributions Cash contribution (50%)	12a	30,215.
	b Investment interest expense	12b	
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶	12c (2)	
Foreign Transactions	d Other deductions (see instructions) Type ▶ SHAREHOLDER HEALTH INSURANCE PREMIUMS	12d	101,328.
	13a Low-income housing credit (section 42(j)(5))	13a	
	b Low-income housing credit (other)	13b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	13c	
	d Other rental real estate credits (see instrs) Type ▶	13d	
	e Other rental credits (see instrs) Type ▶	13e	
	f Biofuel producer credit (attach Form 6478)	13f	
Alternative Minimum Tax (AMT) Items	g Other credits (see instructions) Type ▶	13g	
	14a Name of country or U.S. possession ▶	14a	
	b Gross income from all sources	14b	
	c Gross income sourced at shareholder level	14c	
	Foreign gross income sourced at corporate level	14d	
	d Passive category	14e	
	e General category	14f	
	f Other (attach statement)	14g	
	Deductions allocated and apportioned at shareholder level	14h	
	g Interest expense	14i	
	h Other	14j	
	Deductions allocated and apportioned at corporate level to foreign source income	14k	
	i Passive category	14l	
	j General category	14m	
	k Other (attach statement)		
Other information			
l Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	14l		
m Reduction in taxes available for credit (attach statement)	14m		
n Other foreign tax information (attach statement)			
Items Affecting Shareholder Basis	15a Post-1986 depreciation adjustment	15a	
	b Adjusted gain or loss	15b	
	c Depletion (other than oil and gas)	15c	
	d Oil, gas, and geothermal properties — gross income	15d	
	e Oil, gas, and geothermal properties — deductions	15e	
f Other AMT items (attach statement)	15f		
Items Affecting Shareholder Basis	16a Tax-exempt interest income	16a	
	b Other tax-exempt income	16b	
	c Nondeductible expenses	16c	9,681.
	d Distributions (attach stmt if required) (see instrs)	16d	115,000.
	e Repayment of loans from shareholders	16e	

**Schedule K Shareholders' Pro Rata Share Items (continued)**

		Total amount
Other Information	17a Investment income . . . . .	17a 68.
	b Investment expenses . . . . .	17b
	c Dividend distributions paid from accumulated earnings and profits . . . . .	17c 0.
	d Other items and amounts (attach statement)	
Reconciliation	18 <b>Income/loss reconciliation.</b> Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and lines 14i . . . . .	18 69,450.

**Schedule L Balance Sheets per Books**

		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash . . . . .		162,494.		116,868.
2a	Trade notes and accounts receivable . . . . .				
b	Less allowance for bad debts . . . . .				
3	Inventories . . . . .				
4	U.S. government obligations . . . . .				
5	Tax-exempt securities (see instructions) . . . . .				
6	Other current assets (attach stmt) . . . . .				
7	Loans to shareholders . . . . .				
8	Mortgage and real estate loans . . . . .				
9	Other investments (attach statement) . . . . .				
10a	Buildings and other depreciable assets . . . . .				
b	Less accumulated depreciation . . . . .				
11a	Depletable assets . . . . .				
b	Less accumulated depletion . . . . .				
12	Land (net of any amortization) . . . . .				
13a	Intangible assets (amortizable only) . . . . .				
b	Less accumulated amortization . . . . .				
14	Other assets (attach stmt) . . . Ln 14, St . . .		13,776.		33,896.
15	Total assets . . . . .		176,270.		150,764.
<b>Liabilities and Shareholders' Equity</b>					
16	Accounts payable . . . . .				
17	Mortgages, notes, bonds payable in less than 1 year . . . . .				
18	Other current liabilities (attach stmt) . . . . .				
19	Loans from shareholders . . . . .				
20	Mortgages, notes, bonds payable in 1 year or more . . . . .				
21	Other liabilities (attach statement) . . . Ln 21, St . . .		42,456.		72,181.
22	Capital stock . . . . .		12,500.		12,500.
23	Additional paid-in capital . . . . .		12,098.		12,098.
24	Retained earnings . . . . .		109,216.		53,985.
25	Adjustments to shareholders' equity (att stmt) . . . . .				
26	Less cost of treasury stock . . . . .				
27	Total liabilities and shareholders' equity . . . . .		176,270.		150,764.

**Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return**

Note. Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more — see instructions

1	Net income (loss) per books . . . . .	59,769.	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		a	Tax-exempt interest \$ . . . . .	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12, and 14i (itemize):		6	Deductions included on Schedule K, lines 1 through 12, and 14i, not charged against book income this year (itemize):	
a	Depreciation . . . . \$ . . . . .		a	Depreciation . . \$ . . . . .	
b	Travel and entertainment \$ . . . . . 9,681.		7	Add lines 5 and 6. . . . .	
		9,681.	8	Income (loss) (Schedule K, ln 18). Ln 4 less ln 7 . . . . .	69,450.
4	Add lines 1 through 3. . . . .	69,450.			

**Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)**

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year . . . . .	109,216.	
2	Ordinary income from page 1, line 21 . . . . .	200,925.	
3	Other additions . . . . . * .STMT.	68.	
4	Loss from page 1, line 21 . . . . .		
5	Other reductions . . . . . * .STMT.	141,224.	
6	Combine lines 1 through 5 . . . . .	168,985.	
7	Distributions other than dividend distributions . . . . .	115,000.	0.
8	Balance at end of tax year. Subtract line 7 from line 6. . . . .	53,985.	0.

Form **1120S**Department of the Treasury  
Internal Revenue Service**U.S. Income Tax Return for an S Corporation**▶ Do not file this form unless the corporation has filed or is  
attaching Form 2553 to elect to be an S corporation.▶ Information about Form 1120S and its separate instructions is at [www.irs.gov/form1120s](http://www.irs.gov/form1120s).

OMB No. 1545-0130

**2012**

For calendar year 2012 or tax year beginning , 2012, ending

<b>A</b> S election effective date 01/01/12	<b>TYPE OR PRINT</b>	Name PREMIER ENERGY GROUP, LLC	<b>D</b> Employer identification number 26-0005638
<b>B</b> Business activity code number (see instrs) 541600		Number, street, and room or suite no. If a P.O. box, see instructions. 1275 BOUND BROOK ROAD	<b>E</b> Date incorporated 01/01/12
<b>C</b> Check if Schedule M-3 attached <input type="checkbox"/>		City or town, state, and ZIP code MIDDLESEX NJ 08846	<b>F</b> Total assets (see instructions) \$ 176,270.

**G** Is the corporation electing to be an S corporation beginning with this tax year? ☒ Yes ☐ No If 'Yes,' attach Form 2553 if not already filed

**H** Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change  
(4) ☐ Amended return (5) ☐ S election termination or revocation

**I** Enter the number of shareholders who were shareholders during any part of the tax year. ▶ 5**Caution.** Include **only** trade or business income and expenses on lines 1a through 21. See the instructions for more information.

<b>INCOME</b>	<b>1 a</b> Gross receipts or sales	<b>1 a</b> 6,119,573.	
	<b>b</b> Returns and allowances	<b>1 b</b>	
	<b>c</b> Balance. Subtract line 1b from line 1a.		<b>1 c</b> 6,119,573.
	<b>2</b> Cost of goods sold (attach Form 1125-A)		<b>2</b>
	<b>3</b> Gross profit. Subtract line 2 from line 1c		<b>3</b> 6,119,573.
	<b>4</b> Net gain (loss) from Form 4797, line 17 (attach Form 4797)		<b>4</b>
<b>DEDUCTIONS SEE INSTRS</b>	<b>5</b> Other income (loss) (see instrs — att statement)		<b>5</b>
	<b>6</b> Total income (loss). Add lines 3 through 5		<b>6</b> 6,119,573.
	<b>7</b> Compensation of officers		<b>7</b> 3,492,182.
	<b>8</b> Salaries and wages (less employment credits)		<b>8</b> 716,705.
	<b>9</b> Repairs and maintenance		<b>9</b>
	<b>10</b> Bad debts		<b>10</b>
	<b>11</b> Rents		<b>11</b> 41,419.
	<b>12</b> Taxes and licenses		<b>12</b> 142,409.
	<b>13</b> Interest		<b>13</b>
	<b>14</b> Depreciation not claimed on Form 1125-A or elsewhere on return (attach Form 4562)		<b>14</b>
	<b>15</b> Depletion (Do not deduct oil and gas depletion.)		<b>15</b>
	<b>16</b> Advertising		<b>16</b> 41,344.
	<b>17</b> Pension, profit-sharing, etc. plans		<b>17</b> 107,710.
	<b>18</b> Employee benefit programs		<b>18</b> 92,013.
	<b>19</b> Other deductions (attach statement) * STMT		<b>19</b> 1,256,932.
<b>20</b> Total deductions. Add lines 7 through 19		<b>20</b> 5,890,714.	
<b>21</b> Ordinary business income (loss). Subtract line 20 from line 6		<b>21</b> 228,859.	
<b>TAX AND PAYMENTS</b>	<b>22 a</b> Excess net passive income or LIFO recapture tax (see instructions)	<b>22 a</b>	
	<b>b</b> Tax from Schedule D (Form 1120S)	<b>22 b</b>	
	<b>c</b> Add lines 22a and 22b (see instructions for additional taxes)		<b>22 c</b>
	<b>23 a</b> 2012 estimated tax payments and 2011 overpayment credited to 2012	<b>23 a</b>	
	<b>b</b> Tax deposited with Form 7004	<b>23 b</b>	
	<b>c</b> Credit for federal tax paid on fuels (attach Form 4136)	<b>23 c</b>	
	<b>d</b> Add lines 23a through 23c		<b>23 d</b>
	<b>24</b> Estimated tax penalty (see instructions). Check if Form 2220 is attached		<b>24</b>
	<b>25</b> Amount owed. If line 23d is smaller than the total of lines 22c and 24, enter amount owed		<b>25</b>
	<b>26</b> Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid		<b>26</b>
<b>27</b> Enter amount from line 26 Credited to 2013 estimated tax ▶ Refunded ▶		<b>27</b>	

**Sign  
Here**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer

Date

Title

May the IRS discuss this return  
with the preparer shown below  
(see instructions)?☒ Yes ☐ No**Paid  
Preparer  
Use Only**

Print/Type preparer's name

Preparer's signature

Date

Check ☒ if PTIN

self-employed

P01326419

Firm's name ▶ WALTER A. SLUBERSKI, L.L.C.

Firm's EIN ▶ 22-3803165

Firm's address ▶ PO BOX 1277

BLOOMFIELD

NJ 07003

Phone no. (973) 571-1138

**BAA** For Paperwork Reduction Act Notice, see separate instructions.

SPSA0112 12/30/12

Form 1120S (2012)

**Schedule B Other Information** (see instructions)

	Yes	No
1 Check accounting method: <b>a</b> <input checked="" type="checkbox"/> Cash <b>b</b> <input type="checkbox"/> Accrual <b>c</b> <input type="checkbox"/> Other (specify) _____		
2 See the instructions and enter the: <b>a</b> Business activity <b>►</b> <u>CONSULTING</u> <b>b</b> Product or service <b>►</b> <u>ENERGY CONSULTANTS</u>		
3 At any time during the tax year, was any shareholder of the corporation a disregarded entity, a trust, an estate, or a nominee or similar person?		X
4a At the end of the tax year, did the corporation: Own directly 20% or more, or own, directly or indirectly, 50% or more of the total stock issued and outstanding of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If 'Yes,' complete (i) through (v) below		X
(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation
(iv) Percentage of Stock Owned	(v) If Percentage in (iv) is 100%, Enter the Date (if any) a Qualified Subchapter S Subsidiary Election Was Made	
b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If 'Yes,' complete (i) through (v) below		X
(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity
(iv) Country of Organization	(v) Maximum % Owned in Profit, Loss, or Capital	
5a At the end of the tax year, did the corporation have any outstanding shares of restricted stock? If 'Yes,' complete lines (i) and (ii) below.		X
(i) Total shares of restricted stock _____		
(ii) Total shares of non-restricted stock _____		
b At the end of the tax year, did the corporation have any outstanding stock options, warrants, or similar instruments? If 'Yes,' complete lines (i) and (ii) below.		X
(i) Total shares of stock outstanding at the end of the tax year _____		
(ii) Total shares of stock outstanding if all instruments were executed _____		
6 Has this corporation filed, or is it required to file, <b>Form 8918</b> , Material Advisor Disclosure Statement, to provide information on any reportable transaction?		X
7 Check this box if the corporation issued publicly offered debt instruments with original issue discount. <input type="checkbox"/> If checked, the corporation may have to file <b>Form 8281</b> , Information Return for Publicly Offered Original Issue Discount Instruments.		
8 If the corporation: (a) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to the basis of the asset (or the basis of any other property) in the hands of a C corporation and (b) has net unrealized built-in gain in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions). <b>►</b> \$ _____		
9 Enter the accumulated earnings and profits of the corporation at the end of the tax year \$ _____		
10 Does the corporation satisfy <b>both</b> of the following conditions? <b>a</b> The corporation's total receipts (see instructions) for the tax year were less than \$250,000. <b>b</b> The corporation's total assets at the end of the tax year were less than \$250,000. If 'Yes,' the corporation is not required to complete Schedules L and M-1.		X
11 During the tax year, did the corporation have any non-shareholder debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt? If 'Yes,' enter the amount of principal reduction \$ _____		X
12 During the tax year, was a qualified subchapter S subsidiary election terminated or revoked? If 'Yes,' see instructions.		X
13a Did the corporation make any payments in 2012 that would require it to file Form(s) 1099?	X	
b If 'Yes,' did the corporation file or will it file required Forms 1099?	X	

Form 1120S (2012)

**Schedule K Shareholders' Pro Rata Share Items**

		Total amount
<b>Income (Loss)</b>	1 Ordinary business income (loss) (page 1, line 21) .....	1 228,859.
	2 Net rental real estate income (loss) (attach Form 8825) .....	2
	3a Other gross rental income (loss) .....	3a
	b Expenses from other rental activities (attach statement) .....	3b
	c Other net rental income (loss). Subtract line 3b from line 3a .....	3c
	4 Interest income .....	4 500.
	5 Dividends: a Ordinary dividends .....	5a
	b Qualified dividends .....	5b
	6 Royalties .....	6
	7 Net short-term capital gain (loss) (attach Schedule D (Form 1120S)) .....	7
	8a Net long-term capital gain (loss) (attach Schedule D (Form 1120S)) .....	8a
	b Collectibles (28%) gain (loss) .....	8b
	c Unrecaptured section 1250 gain (attach statement) .....	8c
	9 Net section 1231 gain (loss) (attach Form 4797) .....	9
	10 Other income (loss) (see instructions) .....	10
<b>Deductions</b>	11 Section 179 deduction (attach Form 4562) .....	11
	12a Charitable contributions .....	12a 18,920.
	b Investment interest expense .....	12b
	c Section 59(e)(2) expenditures (1) Type ▶ (2) Amount ▶ .....	12c (2)
	d Other deductions (see instructions) .....	12d 92,742.
<b>Credits</b>	13a Low-income housing credit (section 42(j)(5)) .....	13a
	b Low-income housing credit (other) .....	13b
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468) .....	13c
	d Other rental real estate credits (see instrs) Type ▶ .....	13d
	e Other rental credits (see instrs) Type ▶ .....	13e
	f Alcohol and cellulosic biofuel fuels credit (attach Form 6478) .....	13f
	g Other credits (see instructions) .....	13g 500.
<b>Foreign Transactions</b>	14a Name of country or U.S. possession .....	14a
	b Gross income from all sources .....	14b
	c Gross income sourced at shareholder level .....	14c
	Foreign gross income sourced at corporate level .....	
	d Passive category .....	14d
	e General category .....	14e
	f Other (attach statement) .....	14f
	Deductions allocated and apportioned at shareholder level .....	
	g Interest expense .....	14g
	h Other .....	14h
	Deductions allocated and apportioned at corporate level to foreign source income .....	
	i Passive category .....	14i
	j General category .....	14j
	k Other (attach statement) .....	14k
Other information .....		
l Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued .....	14l	
m Reduction in taxes available for credit (attach statement) .....	14m	
n Other foreign tax information (attach statement) .....		
<b>Alternative Minimum Tax (AMT) Items</b>	15a Post-1986 depreciation adjustment .....	15a
	b Adjusted gain or loss .....	15b
	c Depletion (other than oil and gas) .....	15c
	d Oil, gas, and geothermal properties — gross income .....	15d
	e Oil, gas, and geothermal properties — deductions .....	15e
	f Other AMT items (attach statement) .....	15f
<b>Items Affecting Shareholder Basis</b>	16a Tax-exempt interest income .....	16a
	b Other tax-exempt income .....	16b
	c Nondeductible expenses .....	16c 8,481.
	d Distributions (attach stmt if required) (see instrs) .....	16d
	e Repayment of loans from shareholders .....	16e

**Schedule K Shareholders' Pro Rata Share Items (continued)**

		Total amount	
Other Information	17a Investment income .....	17a	500.
	b Investment expenses .....	17b	
	c Dividend distributions paid from accumulated earnings and profits .....	17c	
	d Other items and amounts (attach statement) .....		
Reconciliation	18 <b>Income/loss reconciliation.</b> Combine the amounts on lines 1 through 10 in the far right column. From the result, subtract the sum of the amounts on lines 11 through 12d and lines 14l .....	18	117,697.

**Schedule L Balance Sheets per Books**

		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash .....				162,494.
2a	Trade notes and accounts receivable .....				
b	Less allowance for bad debts .....				
3	Inventories .....				
4	U.S. government obligations .....				
5	Tax-exempt securities (see instructions) .....				
6	Other current assets (attach stmt) .....				
7	Loans to shareholders .....				
8	Mortgage and real estate loans .....				
9	Other investments (attach statement) .....				
10a	Buildings and other depreciable assets .....				
b	Less accumulated depreciation .....				
11a	Depletable assets .....				
b	Less accumulated depletion .....				
12	Land (net of any amortization) .....				
13a	Intangible assets (amortizable only) .....				
b	Less accumulated amortization .....				
14	Other assets (attach stmt) .. Ln. 14 St.				13,776.
15	Total assets .....				176,270.
<b>Liabilities and Shareholders' Equity</b>					
16	Accounts payable .....				
17	Mortgages, notes, bonds payable in less than 1 year .....				
18	Other current liabilities (attach stmt) .....				
19	Loans from shareholders .....				
20	Mortgages, notes, bonds payable in 1 year or more .....				
21	Other liabilities (attach statement) .. Ln. 21 St.				42,456.
22	Capital stock .....				12,500.
23	Additional paid-in capital .....				12,098.
24	Retained earnings .....				109,216.
25	Adjustments to shareholders' equity (att stmt) .....				
26	Less cost of treasury stock .....				
27	Total liabilities and shareholders' equity .....				176,270.



**Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return****Note.** Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more — see instructions

1	Net income (loss) per books	109,216.	5	Income recorded on books this year not included on Schedule K, lines 1 through 10 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 4, 5a, 6, 7, 8a, 9, and 10, not recorded on books this year (itemize):		a	Tax-exempt interest . \$	
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 12, and 14i (itemize):		6	Deductions included on Schedule K, lines 1 through 12, and 14i, not charged against book income this year (itemize):	
a	Depreciation . . . . . \$		a	Depreciation . . . . . \$	
b	Travel and entertainment . \$	7,981.	7	Add lines 5 and 6	
* STMT		500.	8	Income (loss) (Schedule K, ln 18). Ln 4 less ln 7.	117,697.
4	Add lines 1 through 3.	117,697.			

**Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see instructions)**

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year		
2	Ordinary income from page 1, line 21	228,859.	
3	Other additions * STMT	500.	
4	Loss from page 1, line 21		
5	Other reductions * STMT	120,143.	
6	Combine lines 1 through 5	109,216.	
7	Distributions other than dividend distributions		
8	Balance at end of tax year. Subtract line 7 from line 6.	109,216.	



#### Exhibit C-4 Financial Arrangements

As a Broker/Consultant, Premier Energy Group, LLC arranges for the supply of retail natural gas service to retail customers without taking contractual and legal responsibility or title to the natural gas service supplied. As a result Premier Energy Group, LLC has no financial arrangements to conduct competitive supply services.



Exhibit C-5 Forecasted Financial Statement

See Attached

**Premier Energy Group, LLC**  
**Forecasted Financial Statement**  
**2014 and 2015**

	Jan - Dec 2013	Percent of Sales	2014 Projected Increase	2014 Projected Amount	2015 Projected Increase	2015 Projected Amount
<b>Income</b>						
4000 · Consulting Income	\$1,186,384.81	16.92%	5%	\$1,245,704.05	4%	\$1,295,532.21
4010 · Commission Income Elec	\$4,267,944.29	60.88%	5%	\$4,481,341.50	4%	\$4,660,595.16
4020 · Commission Income Gas	\$1,526,501.63	21.77%	5%	\$1,602,826.71	4%	\$1,666,939.78
4022 · Demand Response Commission	\$25,553.88	0.36%	5%	\$26,831.57	4%	\$27,904.84
4023 · Other Fees	\$240.00	0.00%	5%	\$252.00	4%	\$262.08
4026 · Lighting Commission	\$4,250.00	0.06%	5%	\$4,462.50	4%	\$4,641.00
<b>Total Income</b>	<b>\$7,010,874.61</b>	<b>100.00%</b>	<b>5%</b>	<b>\$7,361,418.34</b>	<b>4%</b>	<b>\$7,655,875.07</b>
	\$7,010,874.61					
<b>Expense</b>						
6115 · 401k Match	\$67,000.47	0.96%	5%	\$70,350.49	4%	\$73,164.51
6120 · Bank Service Charges	\$1,686.78	0.02%	5%	\$1,771.12	4%	\$1,841.96
6140 · Contributions	\$30,215.14	0.43%	5%	\$31,725.90	4%	\$32,994.93
6145 · Advertising	\$4,314.30	0.06%	5%	\$4,530.02	4%	\$4,711.22
6160 · Dues and Subscriptions	\$34,833.20	0.50%	5%	\$36,574.86	4%	\$38,037.85
6180 · Business Insurance	\$30,780.92	0.44%	5%	\$32,319.97	4%	\$33,612.76
6190 · Insurance	\$196,740.00	2.81%	5%	\$206,577.00	4%	\$214,840.08
6230 · Licenses and Permits	\$3,324.75	0.05%	5%	\$3,490.99	4%	\$3,630.63
6240 · Miscellaneous	-\$0.60	0.00%	5%	-\$0.63	4%	-\$0.66
6241 · Business Gifts	\$9,466.11	0.14%	5%	\$9,939.42	4%	\$10,336.99
6245 · Office Expense	\$29,517.79	0.42%	5%	\$30,993.68	4%	\$32,233.43
6250 · Postage and Delivery	\$715.86	0.01%	5%	\$751.65	4%	\$781.72
6260 · Printing and Reproduction	\$214.28	0.00%	5%	\$224.99	4%	\$233.99
6270 · Professional Fees	\$35,229.61	0.50%	5%	\$36,991.09	4%	\$38,470.73
6290 · Rent	\$40,508.17	0.58%	5%	\$42,533.58	4%	\$44,234.92
6300 · Repairs	\$288.31	0.00%	5%	\$302.73	4%	\$314.83
6316 · Sub Contractor Payments	\$1,307,572.53	18.65%	5%	\$1,372,951.16	4%	\$1,427,869.20
6340 · Telephone	\$20,400.46	0.29%	5%	\$21,420.48	4%	\$22,277.30
6345 · Internet Access	\$6,242.23	0.09%	5%	\$6,554.34	4%	\$6,816.52
6350 · Travel & Ent	\$51,249.08	0.73%	5%	\$53,811.53	4%	\$55,964.00
6390 · Utilities	\$3,997.92	0.06%	5%	\$4,197.82	4%	\$4,365.73
6540 · Office Equipment	\$12,131.92	0.17%	5%	\$12,738.52	4%	\$13,248.06
6550 · Office Supplies	\$7,032.29	0.10%	5%	\$7,383.90	4%	\$7,679.26
6555 · Outside Services	\$6,654.22	0.09%	5%	\$6,986.93	4%	\$7,266.41
6560 · Payroll Expenses	\$4,836,820.48	68.99%	5%	\$5,078,661.50	4%	\$5,281,807.96
6600 · Profit Sharing Expense	\$72,180.73	1.03%	5%	\$75,789.77	4%	\$78,821.36
6820 · Taxes	\$142,057.42	2.03%	5%	\$149,160.29	4%	\$155,126.70
<b>Total Expense</b>	<b>\$6,951,174.37</b>	<b>99.15%</b>	<b>5%</b>	<b>\$7,298,733.09</b>	<b>4%</b>	<b>\$7,590,682.41</b>
<b>Net Ordinary Income</b>	<b>\$59,700.24</b>	<b>0.85%</b>	<b>5%</b>	<b>\$62,685.25</b>	<b>4%</b>	<b>\$65,192.66</b>



*Explore your options  
Act with confidence*

Exhibit C-6 Credit Rating

See Attached



*Explore your options  
Act with confidence*

Exhibit C-7 Credit Report

See Attached



Decide with Confidence

Comprehensive Insight Plus Report for  
**PREMIER ENERGY GROUP, LLC**  
 Report Printed: May 1, 2014

D-U-N-S #: 36-173-7930

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## Company Snapshot

### Business Summary

#### Profile

**PREMIER ENERGY GROUP, LLC**  
 1275 Bound Brook Rd Ste 6  
 Middlesex, NJ 08846

Tel: 732 302-0601  
 D-U-N-S #: 36-173-7930  
 D&B Rating: --

#### Company Stats

Year started	2002
Management control	2005
Employees	7
Manager	Richard Albanese, Member
S.I.C.	8748
Industry	
Energy consulting services	

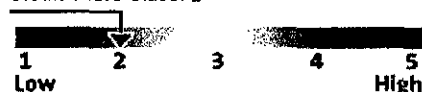
This is a single location.

The Net worth amount in this section may have been adjusted by D&B to reflect typical deductions, such as certain intangible assets.

Likelihood this company will not pay on time over the next 12 months

LOW ☒

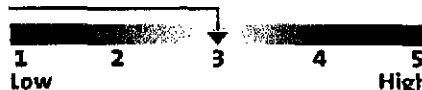
Credit Score Class: 2



Likelihood this company will experience financial stress in the next 12 months

AVERAGE

Financial Stress Class: 3



Timeliness of historical payments for this company\*\*

UNAVAILABLE

Payment performance trend over the past 90 days

UNAVAILABLE

D&B has not received a sufficient sample of payment experiences to establish a PAYDEX score.

\*\*Based on 1 trade experience on file with D&B

D&B offers guidance on credit limits for this company based on its profile as well as profiles of other companies similar in size, industry, and credit usage

[Get details](#)

Evidence of bankruptcy, fraud, or criminal proceedings in the history of this business or its management

NO ☒

Noteworthy special events in this company's file

YES

Total number of suits, liens and judgments in this company's file

0 ☒

Value of open suits, liens and judgments for this company

\$0 ☒

Value of open records refers only to 10 most recent filings for each record type.

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## Creditworthiness

### Summary

Likelihood this company will experience financial stress in the next 12 months

AVERAGE

D&B Rating: --

Formerly: 2R2

The blank rating symbol should not be interpreted as indicating that credit should be denied. It simply means that the information available to D&B does not permit us to classify the company within our rating key

**Likelihood this company will not pay on time over the next 12 months**

**LOW** 

and that further enquiry should be made before reaching a decision. Some reasons for using a "-" symbol include: deficit net worth, bankruptcy proceedings, insufficient payment information, or incomplete history information. For more information, see the D&B Rating Key.

### Default on Payment: Financial Stress Summary

**Likelihood this company will experience financial stress in the next 12 months**

**AVERAGE** 

Financial Stress Class: 3



Financial stress national percentile: 48 (highest risk: 1%; lowest risk: 100%)

National percentile industry norm: 52 (highest risk: 1%; lowest risk: 100%)

During the prior year, firms in this Financial Stress Class had a failure rate of 0.24%, which is 2 times lower than the national average.

#### Key Factors

- 1 trade experience exists for this company.
- Financial Stress Score: 1473 (high risk: 1,001; low risk: 1,875)
- Limited time under present management control
- Higher risk legal structure.

### Payment within Terms: Credit Score Summary

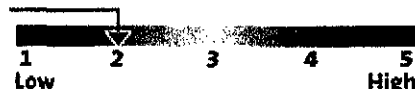
**Likelihood this company will not pay on time over the next 12 months**

**LOW** 

#### Key Factors

- 1 trade experience exists for this company.
- Limited time under present management control
- Higher risk industry based on delinquency rates for this industry

Credit Score Class: 2



The Credit Score class of 2 for this company shows that during the previous year, 2.5% of the firms with this classification paid one or more bills severely delinquent, which is lower than the national average.

Credit score percentile: 85 (high risk: 1%; low risk: 100%)

Industry norm percentile: 43 (high risk: 1%; low risk: 100%)

### Additional Information

#### Financial Stress Summary

- The Financial Stress Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The probability of failure shows percentage of firms in a given percentile that discontinue operations with loss to creditors. The average probability of failure is based on businesses in D&B's database and is provided for comparative purposes.
- The Financial Stress Score Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

#### Credit Score Summary

- The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 90 days past due or more by creditors. The calculation of this value is based on an inquiry weighted sample.
- The Percentile ranks this firm relative to other businesses. For example, a firm in the 80th percentile has a lower risk of paying in a severely delinquent manner than 79% of all scorable companies in D&B's files.

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## Payment History

### Summary

**Average payment performance trend when weighted by dollar amount**

**UNAVAILABLE**

**Company's payment performance over the past 12 months compared with its peers**

**UNAVAILABLE**



## Payment History Overview

Payment experiences on file with D&B:	1	Average highest credit:	N/A
Payments made within terms:	N/A	Largest high credit:	\$100
Amount placed for collections:	0 (0%)	Highest now owing:	\$100
		Highest past due:	\$0

D&B has not received a sufficient sample of payment experiences to establish a PAYDEX score.

## Payment History Details

Date Reported	Paying Record	High Credit (\$)	Now Owes (\$)	Past Due (\$)	Selling Terms	Last Sale Within (months)
05/13	(001)	100	100		Cash account	1

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

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

## Payment Analysis By Industry

Company's dollar-weighted payments listed by the primary industries of its suppliers

Industry	Total Received (#)	Total Dollar Amount (\$)	Largest High Credit (\$)	Within Terms	Slow 1-30 60	Slow 31-90	Slow 61-90	Slow 91+
Other payment categories								
Cash experiences	1	100	100					
Payment record unknown	0	0	0					
Unfavorable comments	0	0	0					
Placed for collection								
With D&B	0	0	0					
Other	0	N/A	0					
<b>Total in D&amp;B's file</b>	<b>1</b>	<b>100</b>	<b>100</b>					

There are 1 payment experiences in D&B's file for the most recent 12 months, with 0 experiences reported during the last three month period.

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## Public Filings

### Summary of Court Actions

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

Record Type	Open Records	Open Value	Total Records	Most Recent Filing Date
Suits	0	0	0	-
Liens	0	0	0	-
Judgments	0	0	0	-
UCC Filings	0	N/A	0	-
Bankruptcy Proceedings	0	N/A	0	-

Public filing data is for informational purposes only and is not the official record. Certified copies can only be obtained from the official source. Number and value of open records refers only to 10 most recent filings for each record type.

### Special Events

01/16/2014 A Rating change has occurred on this company.

01/13/2014 A Rating change has occurred on this company.

**11/12/2012 HURRICANE SANDY 2012:** This business is located in a FEMA designated disaster zone impacted by the effects of Hurricane Sandy. It is reported that millions of people and businesses along the East Coast experienced power outages up to 10 days. The extent of impact to this business is currently unknown, additional information may be provided as it becomes available.

## Government Activity

Activity Summary		Possible Candidate for Socio-Economic Program Consideration	
Borrower (Dir/Guar)	No		
Administrative Debt	No	Labor Surplus Area	Yes (2014)
Contractor	No		
Grantee	No	Small Business	Yes (2014)
Party Excluded from Federal Program(s)	No	8(A) Firm	N/A

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

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## History & Operations

Topic	Description
<b>History</b>	Detailed information on the history of a company, including background information on the management team and key principals, and information on related companies.
<b>Company Operations</b>	Detailed information on a company's operations, including the identity of the parent company, the geographic scope of the business, and the key holdings.
<b>Industry Classification</b>	Details on the specific industry within which a company is classified.

### History

**Management:**  
RICHARD ALBANESE,  
MEMBER

Richard Albanese, Member states business started in 2002. The original business report for the company was created by D&B on May 26 2005. No third party documentation supporting 2002 was available. Therefore a 2005 Start Date will be presented.

Ownership information provided verbally by Richard Albanese, Member, on Apr 19 2007.

Filing # 0600131934

Business started 2002.

RICHARD ALBANESE. Work history unknown.

### Company Operations

<b>Description:</b>	Provides business consulting services, specializing in energy conservation.
<b>Employees:</b>	7 which includes partners.
<b>Facilities:</b>	Rents premises in building.

### Industry Classification

SIC	NAICS
<u>87489904</u> Energy conservation consultant	541690 Other Scientific and Technical Consulting Services

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

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

[Company Snapshot](#) [Creditworthiness](#) [Payment History & Trends](#) [Public Filings](#) [History & Operations](#) [Banking & Finance](#)

## Banking & Finance

### Key Business Ratios

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

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

Industry Norms based on 61 establishments			
	This Business	Industry Median	Industry Quartile
<b>Profitability</b>			
Return on Sales	UN	5.1	UN
Return on Net Worth	UN	24.6	UN
<b>Short-Term Solvency</b>			
Current Ratio	UN	2.7	UN
Quick Ratio	UN	2.0	UN
<b>Efficiency</b>			
Assets Sales	UN	36.9	UN
Sales / Net Working Capital	UN	5.2	UN
<b>Utilization</b>			
Total Liabilities / Net Worth	UN	38.9	UN

UN = Unavailable

### Finance

04/05/2014

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

[Company Snapshot](#) [Creditworthiness](#) [Payment History & Trends](#) [Public Filings](#) [History & Operations](#) [Banking & Finance](#)

## Customer Service



Need help? Call Customer Service at (800) 932-0025, Monday through Friday, 8:00 AM to 6:00 PM Local Time.

### Print this report

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#### Exhibit C-8 Bankruptcy Information

Premier Energy Group, LLC has never filed any form of bankruptcy that guarantees the obligations of the applicant or an officer of the applicant.



## Exhibit C-9 Merger Information

Premier Energy Group, LLC has never had any dissolution, merger or acquisition activity.

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

*J. L. H., MARVIN HARRIS*  
Signature of Applicant & Title

Sworn and subscribed before me this 12 day of MAY, 2014  
Month Year

*Joanne I. Comune*  
Signature of official administering oath

JOANNE T. COMUNE  
NOTARY PUBLIC OF NEW JERSEY  
Print Name and Title  
My Commission Expires

My commission expires on 11-26-2018

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# **AFFIDAVIT**

State of NJ :

MIDDLESEX ss.  
(Town)

County of MIDDLESEX:

JOSEPH SANTO, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the MANAGING MEMBER (Office of Affiant) of PREMIER ENERGY GROUP (Name of Applicant);

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

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

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

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

*J. L. H.* MANAGING MEMBER  
Signature of Affiant & Title

Sworn and subscribed before me this 12 day of MAY, 2014  
Month Year

*Joanne T. Comune*  
Signature of official administering oath

JOANNE T. COMUNE  
NOTARY PUBLIC OF NEW JERSEY  
Print Name and Title  
My Commission Expires

My commission expires on 11-26-2018

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