



INITIAL CERTIFICATION FILING INSTRUCTIONS COMPETITIVE RETAIL NATURAL GAS BROKERS/AGGREGATORS

I. Where to File: Applications should be sent to: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus Ohio 43215-3793.

II. What to File: Applicant must submit one original notarized application signed by a principal officer and three copies including all exhibits, affidavits, and other attachments. All attachments, affidavits, and exhibits should be clearly identified. For example, Exhibit C-10 should be marked "Exhibit C-10 'Corporate Structure.'" All pages should be numbered and attached in a sequential order.

III. Which Forms to File: Entities, other than governmental aggregators, that will aggregate customers or suppliers to provide competitive retail natural gas services must file a "**Certification Application for Retail Natural Gas Brokers/Aggregators**" form. Governmental aggregators must file a "**Certification Application for Governmental Aggregators**" form and retail natural gas suppliers must file a "**Certification Application for Retail Natural Gas Suppliers**" form. If a broker/aggregator will provide competitive retail natural gas marketer services, in addition to broker and aggregator services, it must file a "**Certification Application for Retail Natural Gas Suppliers**" form. Checkboxes are provided on the form to indicate desired status.

A summary of CRNGS definitions (from the Commission's certification rules) is provided below to help applicants determine which application form to use. Three separate application forms are provided, one each for the following services.

- ☐ **Competitive Retail Natural Gas Supplier (Marketer, Broker, Aggregator)**
- ☐ **Competitive Retail Natural Gas Broker/Aggregator**
- ☐ **Ohio Natural Gas Governmental Aggregator**

IV. Certified Entity Service Definitions:

Competitive Retail Natural Gas Service - any retail natural gas service that may be competitively offered to consumers in this state.

Competitive Retail Natural Gas Supplier - a person that is engaged in a for-profit or not for-profit basis in the business of supplying or arranging for the supply of a CRNGS to consumers in this state that are not mercantile customers. "Retail natural gas supplier" includes a marketer, broker, or aggregator, but excludes a natural gas company, a governmental aggregator, a billing or collection agent, and a producer or gatherer of gas that is not a natural gas company.

Competitive Retail Natural Gas Marketing Service - assuming the contractual and legal responsibility for the sale and provision of CRNGS to a retail natural gas customer in this state and having title to natural gas at some point during the transaction.



Competitive Retail Natural Gas Brokerage Service – assuming the contractual and legal responsibility for the sale and/or arrangement for the supply of CRNGS to a retail customer in this state without taking title to the natural gas.

Competitive Retail Natural Gas Broker - a person who provides retail natural gas brokerage service.

Competitive Retail Natural Gas Aggregation Service - combining the natural gas load of multiple retail residential customers or small commercial customers via an agreement with the customers for the purpose of purchasing retail natural gas service on an aggregated basis.

Competitive Retail Natural Gas Aggregator - a person who contracts with customers to combine the customers' natural gas load for the purposes of purchasing CRNGS on an aggregated basis.

Natural Gas Governmental Aggregator - The legislative authority of a municipal corporation, the board of township trustees, or a board of county commissioners acting exclusively under Section 4929.26 or 4929.27 of the Revised Code as an aggregator for the provision of CRNGS. For the purposes of this definition, "governmental aggregator" specifically excludes a municipal corporation acting exclusively under Section 4 of Article XVIII, Ohio Constitution, as an aggregator for the provision of CRNGS.

V. Application Form: The application is available on the Commission's web site, www.puco.ohio.gov or directly from the Commission at: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus Ohio 43215-3793.

VI. Confidentiality: An applicant may file financial statements, financial arrangements, and forecasted financial statements under seal. If these exhibits are filed under seal, they will be afforded protective treatment for a period of six years from the date of the certificate for which the information is being provided.

An applicant may file a motion for a protective order for other information not filed under seal per the previous paragraph. If the motion is filed in conformance with rule 4901:1-27-07 of the Administrative Code, it shall be automatically approved on the thirty-first day after the date of filing and the information shall be afforded protective treatment for a period of six years from the date of the certificate for which the information is being provided, unless the commission or an attorney examiner appointed by the commission rules otherwise.

At the expiration of the six-year period provided for in the previous paragraphs, the information will be automatically released into the open record. An applicant wishing to extend a protective order beyond the six-year time period must comply with paragraph (F) of rule 4901-1-24 of the Administrative Code.

VII. Commission Process for Approval: An application for certification shall be made on forms approved and supplied by the Commission. The applicant shall complete the appropriate application form in its entirety and supply all required attachments, affidavits, and evidence of capability specified by the form at the time an application is filed. The Commission certification process begins when the Commission's Docketing Division receives and time/date stamps the application. An incomplete application may be suspended or rejected. An application that has been suspended as incomplete may cause delay in certification.



The Commission may approve, suspend, or deny an application within 30 days. If the Commission does not act within 30 days, the application is deemed automatically approved on the 31st day after the official filing date. If the Commission suspends the application, the Commission shall notify the applicant of the reasons for such suspension and may direct the applicant to furnish additional information.

The Commission shall act to approve or deny a suspended application within 90 days of the date that the application was suspended. Upon Commission approval, the applicant shall receive notification of approval and a numbered certificate that specifies the service(s) for which the applicant is certified and the dates for which the certificate is valid.

Unless otherwise specified by the Commission, a competitive retail natural gas service provider's certificate is valid for a period of two years, beginning and ending on the dates specified on the certificate. The applicant may renew its certificate in accordance with Rule 4901:1-27-09 of the Ohio Administrative Code.

CRNGS(competitive retail natural gas service) providers shall inform the Commission of any material change to the information supplied in a certification application within thirty days of such material change in accordance with Rule 4901:1-27-11 of the Ohio Administrative Code.

VIII. Contractual Arrangements for Capability Standards: If the applicant is relying upon contractual arrangements with a third-party, to meet any of the certification requirements, the applicant must provide with its application all of the following:

- ☐ The legal name of any contracted entity;
- ☐ A statement that a valid contract exists between the applicant and the third-party;
- ☐ A detailed summary of the contract(s), including all services provided thereunder; and
- ☐ The documentation and evidence to demonstrate the contracting entity's capability to meet the requirements as if the contracting entity was the applicant.

IX. Questions: Questions regarding filing procedures should be directed to CRNGS@puc.state.oh.us

X. Governing Law: The certification/renewal of CRNGS suppliers is governed by Chapters 4901:1-27 and 4901:1-29 of the Ohio Administrative Code, and Section 4929.20 of the Ohio Revised Code.



Public Utilities Commission

PUCO USE ONLY – Version 1.08 May 2016		
Date Received	Case Number	Certification Number
	- GA-AGG	

INITIAL CERTIFICATION APPLICATION COMPETITIVE RETAIL NATURAL GAS BROKERS /AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit A-15 - Company History*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

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

SECTION A - APPLICANT INFORMATION AND SERVICES

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

☐ Retail Natural Gas Aggregator ☒ Retail Natural Gas Broker

A-2 Applicant information:

Legal Name AUI Associates, Inc.
Address 1122 Nottingham Drive, West Chester, PA 19380
Telephone No. 610-692-6544 Web site Address www.energyconsulting.com

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

Name AUI Associates, Inc.
Address 1122 Nottingham Drive, West Chester, PA 19380
Web site Address www.energyconsulting.com Telephone No. 610-692-6544

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

AUI Associates, Inc.

A-5 Contact person for regulatory or emergency matters:

Name Len Chylack Title CEO
Business Address 1122 Nottingham Drive, West Chester, PA 19380
Telephone No. 610-692-6544 Fax No. 610-692-4411 Email Address lachylack@energyconsulting.com

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

Name Len Chylack Title CEO
Business address 1122 Nottingham Drive, West Chester, PA 19380
Telephone No. 610-692-6544 Fax No. 610-692-4411 Email Address lachylack@energyconsulting.co

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

Customer service address 1122 Nottingham Drive, West Chester, PA 19380
Toll-Free Telephone No. 610-692-6544 Fax No. 610-692-4411 Email Address lachylack@energyconsulting

A-8 Provide "Proof of an Ohio Office and Employee," in accordance with Section 4929.22 of the Ohio Revised Code, by listing name, Ohio office address, telephone number, and Web site address of the designated Ohio Employee

Name Keith Zbin Title Ohio Sales Manager
Business address 25870 Kennedy Ridge Road, North Olmsted, OH 44070
Telephone No. 440-476-5307 Fax No. N/A Email Address kzbin@energyconsulting.com

A-9 Applicant's federal employer identification number 23-2645141

A-10 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 checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Other |

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

<input checked="" type="checkbox"/> Columbia Gas of Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Dominion East Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Duke Energy Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Vectren Energy Delivery of Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial

A-12 If applicant or an affiliated interest previously participated in any of Ohio's Natural Gas Choice Programs, for each service area and customer class, provide approximate start date(s) and/or end date(s) that the applicant began delivering and/or ended services.

☐ Columbia Gas of Ohio

<input type="checkbox"/> Residential	Beginning Date of Service		End Date	
<input type="checkbox"/> Small Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/> Large Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/> Industrial	Beginning Date of Service		End Date	

☐ Dominion East Ohio

<input type="checkbox"/> Residential	Beginning Date of Service		End Date	
<input type="checkbox"/> Small Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/> Large Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/> Industrial	Beginning Date of Service		End Date	

☐ Duke Energy Ohio

<input type="checkbox"/> Residential	Beginning Date of Service		End Date	
<input type="checkbox"/> Small Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/> Large Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/> Industrial	Beginning Date of Service		End Date	

☐ Vectren Energy Delivery of Ohio

<input type="checkbox"/> Residential	Beginning Date of Service		End Date	
<input type="checkbox"/> Small Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/> Large Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/> Industrial	Beginning Date of Service		End Date	

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

<input type="checkbox"/>	Columbia Gas of Ohio	Intended Start Date	
<input type="checkbox"/>	Dominion East Ohio	Intended Start Date	
<input type="checkbox"/>	Duke Energy Ohio	Intended Start Date	
<input type="checkbox"/>	Vectren Energy Delivery of Ohio	Intended Start Date	

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- A-14 Exhibit A-14 "Principal Officers, Directors & Partners,"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-15 Exhibit A-15 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-16 Exhibit A-16 "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-17 Exhibit A-17 "Secretary of State,"** provide evidence that the applicant is currently registered with the Ohio Secretary of the State.

SECTION B - APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1 Exhibit B-1 "Jurisdictions of Operation,"** provide a current list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail natural gas service, or retail/wholesale electric services.
- B-2 Exhibit B-2 "Experience & Plans,"** provide a current description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.
- B-3 Exhibit B-3 "Summary of Experience,"** provide a concise and current summary of the applicant's experience in providing the service(s) for which it is seeking to be certified to provide (e.g., number and types of customers served, utility service areas, volume of gas supplied, etc.).
- B-4 Exhibit B-4 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocations of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational

status or ability to provide the services it is seeking to be certified to provide.

- B-5 Exhibit B-5 "Disclosure of Consumer Protection Violations,"** disclose whether the applicant, affiliate, predecessor of the applicant, or any principal officer of the applicant has been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws 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 Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation,"** disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail natural gas or retail/wholesale electric service denied, curtailed, suspended, or revoked, or whether the applicant or predecessor has been terminated from any of Ohio's Natural Gas Choice programs, or been in default for failure to deliver natural gas.

☒ 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.

SECTION 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 the applicant does not produce annual reports, the applicant should indicate that Exhibit C-1 is not applicable and why.
(This is generally only applicable to publicly traded companies who publish annual reports.)
- 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. An applicant may submit a current link to the filings or provide them in paper form. 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. If the applicant does not have a balance sheet, income statement, and cash flow statement, the applicant may provide a copy of its two most recent years of tax returns (with social security numbers and account numbers redacted).

C-4 Exhibit C-4 "Financial Arrangements," provide copies of the applicant's current financial arrangements to satisfy collateral requirements to conduct retail electric/gas business activity (e.g., parental or third party guarantees, contractual arrangements, credit agreements, etc.,).

Renewal applicants can fulfill the requirements of Exhibit C-4 by providing a current statement from an Ohio local distribution utility (LDU) that shows that the applicant meets the LDU's collateral requirements.

First time applicants or applicants whose certificate has expired as well as renewal applicants can meet the requirement by one of the following methods:

1. The applicant itself stating that it is investment grade rated by Moody's, Standard & Poor's or Fitch and provide evidence of rating from the rating agencies.
2. Have a parent company or third party that is investment grade rated by Moody's, Standard & Poor's or Fitch guarantee the financial obligations of the applicant to the LDU(s).
3. Have a parent company or third party that is not investment grade rated by Moody's, Standard & Poor's or Fitch but has substantial financial wherewithal in the opinion of the Staff reviewer to guarantee the financial obligations of the applicant to the LDU(s). The guarantor company's financials must be included in the application if the applicant is relying on this option.
4. Posting a Letter of Credit with the LDU(s) as the beneficiary.

If the applicant is not taking title to the electricity or natural gas, enter "N/A" in Exhibit C-4. An N/A response is only applicable for applicants seeking to be certified as an aggregator or broker.

C-5 Exhibit C-5 "Forecasted Financial Statements," provide two years of forecasted income statements for the applicant's **NATURAL GAS related business activities in the state of Ohio Only**, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer. The forecasts should be in an annualized format for the two years succeeding the Application year.

C-6 Exhibit C-6 "Credit Rating," provide a statement disclosing the applicant's current credit rating as reported by two of the following organizations: Duff & Phelps, Fitch IBCA, Moody's Investors Service, Standard & Poor's, 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 an 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. If an applicant or its parent does not have such a credit rating, enter "N/A" in Exhibit C-6.

C-7 Exhibit C-7 "Credit Report," provide a copy of the applicant's current credit report from Experian, Dun and Bradstreet, or a similar organization. An applicant that provides an investment grade credit rating for Exhibit C-6 may enter "N/A" for Exhibit C-7.

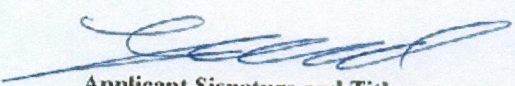
the current year or within the two most recent years preceding the application.

- C-9 Exhibit C-9 "Merger Information,"** provide a statement describing any dissolution or merger or acquisition of the applicant within the two most recent years preceding the application.
- C-10 Exhibit C-10 "Corporate Structure,"** provide a description of the applicant's corporate structure, not an internal organizational chart, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America. If the applicant is a stand-alone entity, then no graphical depiction is required and applicant may respond by stating that they are a stand-alone entity with no affiliate or subsidiary companies.

SECTION D – APPLICANT TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- D-1 Exhibit D-1 "Operations,"** provide a current written description of the operational nature of the applicant's business functions.
- D-2 Exhibit D-2 "Operations Expertise,"** given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical expertise in performing such operations.
- D-3 Exhibit D-3 "Key Technical Personnel,"** provide the names, titles, email addresses, telephone numbers, and background of key personnel involved in the operational aspects of the applicant's current business.


Applicant Signature and Title

Sworn and subscribed before me this 16 day of November Month 2018 Year


Signature of official administering oath

Jodie L Rosenthal-Young
Print Name and Title

My commission expires on 01/10/2020

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JODIE L. ROSENTHAL-YOUNG, Notary Public
East Goshen Twp., Chester County
My Commission Expires January 10, 2020

In the Matter of the Application of

AVI ASSOCIATES, INC
for a Certificate or Renewal Certificate to Provide
Competitive Retail Natural Gas Service in Ohio.

Case No.

18

1695

-GA-AGG

County of
State of

CHESTER
PA

LOW CHYLACK

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

[Signature] CEO

Sworn and subscribed before me this

16

day of

November

Month

2018

Year

Signature of Official Administering Oath

[Signature]

Print Name and Title

Jodie L Rosenthal-Young

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JODIE L. ROSENTHAL-YOUNG, Notary Public
East Goshen Twp., Chester County
My Commission Expires January 10, 2020

My commission expires on

01/10/2020

(CRNGS Broker/Aggregator Ver. 1.08, Revised May 2016) Page 8 of 8

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

Len D Chylack, CEO
1122 Nottingham Drive
West Chester, PA 19380
610-692-6544

Len A Chylack, President
2019 Fawn Lane
Romansville, PA 19320
610-517-3362

Catherine Chylack, Secretary
1122 Nottingham Drive
West Chester, PA 19380
610-692-6544

Exhibit A-15 "Company History"

AUI Associates, Inc. (AUI) has been an energy leader in the natural gas industry since 1994. As a retail marketer of Energy, AUI has a proven history of experience which allows us to offer our clients the most cost-effective programs in the industry. AUI works with our clients to design a strategy that allows their business to take full advantage of the deregulated energy markets.

AUI's customers were the first PECO firm customers to start saving back in 1994! AUI's original gas customers are still with us strong today, 20 years later. AUI's aggregation expertise allows customers to achieve saving discounts that the largest users enjoy.

AUI's customers were the first to save on PECO's "Lvt" low volume transportation back in 2001.

AUI has been through the lows of the early 1990's to the runaway high's starting after 9/11, peaking post "Katrina", then back to the lows with the recent "shale" gas boom and the latest December 2013 to February 2014 weather related spike in prices. AUI possesses the expertise and experience to utilize the best tools to manage this volatile market expense.

AUI's electric deregulation experience goes back to 1998! AUI was heavily involved in Pennsylvania's 1st electric deregulation phase in the late 1990's to early 2000.

AUI works with our clients to design a strategy that allows their business model to take full advantage of the deregulated energy markets.

Exhibit A-16 "Articles of Incorporation and Bylaws"

See attached

Exhibit A-17 "Secretary of State"

See attached

AUI Associates, Inc

Shareholders Agreement Attached

Articles of Incorporation & Bylaws

SHAREHOLDERS AGREEMENT

AGREEMENT made and entered this day of 1991, by and among Leonard A. Chylack, Leonard D. Chylack, Catherine Chylack and Michael Chylack, all residing at 1122 Nottingham Drive, West Chester, Pennsylvania, 19380, (hereinafter sometimes referred to individually as "Shareholder" or collectively as "Shareholders"); and AUI ASSOCIATES, INC., (the "Corporation"), a Pennsylvania corporation presently having its principal place of business at 1122 Nottingham Drive, West Chester, Pa. 19380.

W I T N E S S E T H

WHEREAS all of the issued and outstanding shares of stock of the Corporation are owned by each of the Shareholders as follows:

Leonard A. Chylack	47%
Leonard D. Chylack	47%
Catherine Chylack	5%
Michael Chylack	1%

WHEREAS the Shareholders hereto deem it to be in the best interest of the Corporation to act together concerning the management and operation of the Corporation as well as to make provision for the contingency of the death of any Shareholder and to set forth the manner and method by which a Shareholder may sell his stock during his lifetime.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

FIRST: MANAGEMENT AND OPERATION OF THE CORPORATION

A. Directors and Officers

Each of the Shareholders shall vote to elect the following persons as Directors of the Corporation:

Leonard A. Chylack
Leonard D. Chylack
Catherine Chylack
Michael Chylack

persons: The Officers of the Corporation shall be the following

Leonard A. Chylack	Chief Executive Officer
Leonard D. Chylack	President
Catherine Chylack	Secretary/Treasurer

B. Checks

All checks issued on the corporate bank account shall require the signing of any one (1) of the officers signing singly.

C. Voting

All parties hereby ratify and approve the provision of the Certificate of Incorporation which requires over fifty three percent (53%) of the Directors and/or Shareholders shares to constitute a quorum at any meeting of the Directors and/or Shareholders and over fifty three percent (53%) of the votes of all Shareholders shares to pass any matters at any meetings of Directors and/or Shareholders. In the event of the death of one or any number of the above-named Shareholders, one hundred percent (100%) of the remaining Directors and/or Shareholders shall be required to constitute a quorum and a one hundred percent (100%) vote of the remaining Shareholders shall be required to pass any matters at any meeting of the Directors and/or Shareholders.

D. Employment

In the event that any Shareholder is in need of employment, the Corporation agrees to employ said Shareholder, and the Corporation shall pay and said Shareholder shall accept such compensation as may be granted by the Board of Directors.

E. Indemnification

To the extent that any Shareholder suffers a loss by virtue of having either any personal liability for debts of the Corporation incurred in the ordinary course of business or by virtue of having advanced funds or other property on behalf of the Corporation or guaranteeing the Corporation's credit or any similar obligation, then and in either of such events, each of the other Shareholders severally agrees to indemnify and hold such Shareholders harmless for a percentage of such loss as may be equal to the percentage of stock ownership of the indemnifying Shareholder. It is the intent of the foregoing to provide that all such losses are to be borne by the Shareholders in the same proportion as their stock interest in the Corporation.

SECOND: DEATH OF A SHAREHOLDER

A. Offer

In the event of the death of a Shareholder, the legal representative of his estate shall be required to sell decedent's shares of stock of the Corporation and offer them as follows:

To the surviving Shareholders, pro-rata, in the same percentage as the shares held by each. If any Shareholder fails to accept or indicates his unwillingness to purchase that portion of said shares offered to him, said shares shall be deemed to have been offered to the other Shareholders on a pro-rata basis.

B. Acceptance

Acceptance of the offer, as set forth above, is to be exercised in writing within thirty (30) days from the date of death.

C. Purchase Price

The purchase price for the decedent's shares shall be set forth in the Article herein entitled "PURCHASE PRICE", and the

manner of payment therefor shall be as set forth in the Article of this Agreement entitled "MANNER OF PAYMENT".

D. Closing

Closing shall be held at the office of the attorney for the Corporation on a date and at a time to be mutually agreed upon, but no later than thirty (30) days after either the determination of the purchase price or appointment of a legal representative for the decedent's estate, whichever is later. The Article of this Agreement entitled "CLOSING" sets forth the documents and papers to be executed and/or delivered at closing.

E. Failure to Purchase

In the event the surviving Shareholders fail or refuse to purchase any or all of the shares of a deceased shareholder, the disposition of such remaining shares shall be as set forth in his or her estate or under the intestate laws.

THIRD: LIFETIME SALE OF SHARES

A. Restrictions on Sale

No Shareholder of the Corporation shall sell, transfer, pledge, hypothecate or assign or in any way dispose of all or any part of his stock except by sale to the Corporation or the other Shareholders, as hereinafter provided.

B. Offer and Acceptance

In the event a Shareholder desires to dispose of his stock in the Corporation, he shall offer, by certified mail, all of his shares to the remaining Shareholders, pro-rata, in the same percentage of the shares held by each and at the purchase price set forth herein. The remaining Shareholders shall have the first option to purchase as many of the shares as they can legally purchase. If they cannot legally purchase all of the stock or fail to indicate acceptance of the offer by certified mail within thirty (30) days from the receipt of the offer, then the Corporation shall have the option to purchase all of the remaining balance of said shares. The Corporation, if it desires to purchase the stock as offered, shall indicate its acceptance by certified mail to the seller within sixty (60) days after the receipt of the original offer. In the event that the Corporation purchases the stock, each Shareholder shall have the option of purchasing, with six percent (6%) interest, said shares, pro-rata, to the percentage of shares held by each for a period of one (1) year. If any shareholder fails to purchase that portion of said shares available to him, said shares shall be deemed to be available to the other shareholders on a pro-rata basis.

C. Purchase Price

The purchase price shall be as stated in the Article of this Agreement entitled "PURCHASE PRICE" and the purchase price shall be paid pursuant to the Article of this Agreement entitled "CLOSING".

D. Closing

Closing shall be held no later than thirty (30) days after acceptance and shall take place at the office of the attorney for the Corporation at a time to be mutually agreed upon between the parties. At closing, the selling Shareholder shall deliver to the purchaser his shares of stock duly endorsed for transfer, with the appropriate transfer tax stamps affixed thereon, together with his resignation as an officer and director of the Corporation and an instrument stating that he is terminating any employment agreement with the Corporation, if he or she entered into such an agreement.

E. Failure to Purchase

In the event the remaining Shareholders and the Corporation are not able to purchase all or part of said shares or refuse to purchase all or the balance of such shares, as hereinbefore provided, then and in any of such events, said shares can be offered to any willing outside purchaser.

FOURTH: PURCHASE PRICE

A. Method

The purchase price, in the event of a lifetime sale, pursuant to the Article of this Agreement, shall be as follows:

The price shall be the book value of the offering Shareholder's shares of stocks calculated in the quarterly report of the quarter immediately prior to the one in which the offer occurred. Book value for this purpose shall be determined in accordance with generally accepted accounting principles provided, however, good will or other intangible assets shall be considered to have no value. The determination of the book value shall be binding and conclusive upon all parties.

B. Liability Indemnification

1. The representative of the deceased Shareholder shall indemnify the Corporation against any and all claims or liabilities of the Corporation of any nature existing as of the dates the purchase price is determined to the extent that such claims or liabilities are not reflected or reserved against in full on the books and records of the Corporation including, but not limited to, taxes due to any governmental authority for any period prior to date. The liability hereunder shall be limited to such proportion of such claims or liabilities as may be equal to the proportionate stock interest sold by the estate of deceased Shareholder. The foregoing indemnification shall be a continuing one and survive closing.

2. The legal representative shall be entitled to prompt notification by the Corporation of any such additional claims or liabilities and have the right, at his cost and expense, to participate in any such proceedings, legal or otherwise, in connection therewith. Unless such notification is given, the foregoing obligation of indemnification shall terminate.

FIFTH: CLOSING

A. Items at Closing

1. The legal representative of a deceased Shareholder shall be required to deliver appropriate tax waiver and a Certificate of Letters Testamentary or Letters of Administration to the attorney for the purchaser upon receipt of purchase price in full or in cash and notes as provided in "A" above.

2. All credit cards and corporate property of the deceased Shareholder shall be delivered to the Corporation. Seller shall agree to indemnify the Corporation against expenses incurred on such credit cards or otherwise by the Seller which do not appear on the books and records or were not made in the ordinary course of business.

B. Loans

Any loans owed to the Corporation by the deceased or selling Shareholder shall be paid to the Corporation out of first monies received on the sale of the shares hereunder and any loans owed to the deceased or selling Shareholder by the Corporation shall be paid at the time of closing.

SIXTH: CORPORATE SURPLUS

In the event the Corporation shall not have sufficient surplus to permit it to lawfully purchase the deceased or selling Shareholder's shares of stock, as set forth in this Agreement, the surviving Shareholders and the Seller may promptly take such lawful measures (if any measures are available), as may be appropriate or necessary in order to enable the Corporation to lawfully purchase and pay for Seller's shares of stock.

SEVENTH: ILLEGALITY

If any provisions of this Agreement shall be determined by the arbitrators, or any Court having jurisdiction, to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby but shall continue in full force and effect as though such invalid, illegal or unenforceable provision or provisions were not originally a part hereof.

EIGHTH: WAIVER

No waiver or modification of any of the provisions of this Agreement or any of the rights or remedies of the parties hereto shall be valid unless such change is in writing, signed by the party to be charged therewith. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision.

NINTH: SURVIVAL

This Agreement shall bind the parties hereto and their respective heirs, administrators, executors, successors and assigns.

TENTH: ENDORSEMENT

All stock certificates of the Corporation shall contain an endorsement that they are subject to the terms and provisions of this Agreement.

ELEVENTH: NOTICES

All notice required to be given under this Agreement shall be sent by registered or certified mail at the respective addresses of the parties as contained in the records of the Corporation.

TWELFTH: CONSTRUCTION OF TERMS

As used in this Agreement wherever necessary or appropriate, the singular shall be deemed to include the plural and vice-versa, as the context may require.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day, month and year first above written.

AUI ASSOCIATES, INC.

AUI Associates, Inc

M&T Bank's information on AUI Associates, Inc

Financial Arrangements

EXHIBIT C-4

M&T Bank

1564 Paoi Pike, West Chester, PA 19380

10/31/18

Re:AUI ASSOCIATES/LEN CHYLACK

To Whom It May Concern:

This letter is to confirm that AUI Associates has had over a 25 year relationship with M&T Bank in both deposits and lending. All accounts have always been in good standing and all loans have been paid as agreed. AUI Associates currently has multiple checking accounts with average deposits in the six figure range. They also have active lines / letters of credit with us that have always been in good standing.

Len also holds a 25 plus year relationship with M&T Bank on the personal side. He currently holds multiple deposit accounts and securities accounts in the six figure range.

Sincerely,



Martin Strenk

Branch Manager

AUI Associates, Inc
D&B Business Credit Report

Credit Report

EXHIBIT C-7



Decide with Confidence

Business Information Report

[Print this Report](#)

 Report Printed: JUN 25 2014
 In Date

BUSINESS SUMMARY

AUI ASSOCIATES, INC.
 GLOBAL ENERGY RESOURCES
 1122 Nottingham Dr
 West Chester, PA 19380

This is a **single** location.
Web site: www.globalenergyresources.com

Telephone: 610 692-6544

Fax: 610 692-4411

Chief executive: LEONARD CHYLACK SR, PRES

Year started: 1991

Employs: 4

History: INCOMPLETE

SIC: 8742

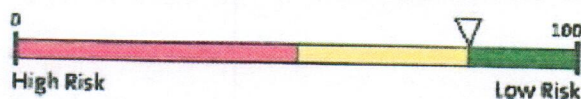
Line of business: Management consulting services

D-U-N-S Number: 17-190-2364

D&B Rating: --
D&B Viability Rating: 21CK

D&B PAYDEX®:
D&B PAYDEX: 80

When weighted by dollar amount, payments to suppliers average generally within terms.



Based on up to 24 months of trade.

SUMMARY ANALYSIS

D&B Rating:--

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

Below is an overview of the company's rating history since 10/17/12:

D&B Rating	Date Applied
--	10/17/12

The Summary Analysis section reflects information in D&B's file as of June 23, 2014.

VIABILITY RATING ANALYSIS

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will no longer be in business within the next 12 months.

D&B VIABILITY RATING:21CK

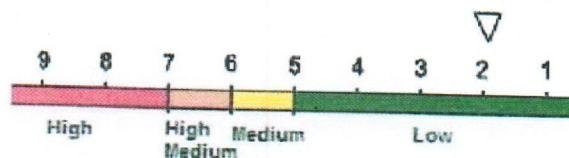
D&B VIABILITY RATING COMPONENTS:

VIABILITY SCORE:

Viability Score is the first of four components within the D&B Viability Rating. It is a high-level risk indicator that assesses the probability that a company will no longer be in business within the next 12 months, compared to all US businesses within the D&B database. A business is no longer viable when it goes out of business, becomes dormant/ inactive or files for bankruptcy. The ranking ranges from 1 to 9 where 9 reflects the highest probability of becoming no longer viable and 1 reflects the lowest probability.

NOTE: The Viability Score is best used when ranking all businesses within your portfolio based on the probability of becoming no longer viable.

Viability Score: 2



Compared to ALL US Business within D&B Database:

- **Level of risk:** Low Risk
- **Business ranked 2 have a probability of becoming no longer viable:** 2%
- **Percentage of business ranked 2:** 4%
- **Across all US business, the average probability of becoming no longer viable:** 14%

PORTFOLIO COMPARISON:

Portfolio Comparison is the second of four components within the D&B Viability Rating. Portfolio Comparison is a more detailed risk indicator that assesses the viability of a company compared to similar businesses within the same model segment which are determined by the amount and type of data available. A business is no longer viable when it goes out of business, becomes dormant/ inactive or files for bankruptcy. Every business within the D&B database falls into 1 of the following 4 profile segments:

1. Available Financial Data.
2. Established Trade Payments.
3. Limited trade Payments.
4. Firmographics and Business Activity.

The Portfolio Comparison ranking ranges from 1 to 9 where 9 reflects the highest probability of becoming no longer viable and 1 reflects the lowest probability.

NOTE: The Portfolio Comparison is best used when analyzing the individual risk level of a business.

Data Depth Indicator is the third of four components within the D&B Viability Rating. The Depth of Data Indicator presents the level of data available for a company. Data depth assists in the assessment of whether a company will no longer be viable and includes the following:

1. Financial Attributes.
2. Commercial Trading Activity.
3. Firmographics.

The level of data is represented by a letter on a scale of A - G where A reflects the greatest level of predictive data to make a highly reliable assessment of company viability, and G reflects a minimal level of data which can be considered descriptive. The more comprehensive the data, the more precise the overall D&B Viability Rating becomes. If a company has been placed in the Special Category, a letter ranging from H-M will be assigned to identify the specific reason.

Data Depth: C

Data Depth Indicator Details:

- Rich Firmographics
- Extensive Commercial Trading Activity
- No Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

You have the ability to influence the confidence of the viability assessment by asking the business to report more information to D&B at <https://iupdate.dnb.com>

COMPANY PROFILE:

Company Profile is the fourth of four components within the D&B Viability Rating. The Company Profile describes a company based on a combination of 4 categories:

1. Financial Data.
2. Trade Payments.
3. Company Size.
4. Years in Business.


A company is characterized by a letter which ranges from A - X; with each letter representing a combination of the 4 categories that make up the company's profile. For example, A describes a company with a comprehensive level data, which has been in business 5+ years, with 50+ employees or \$500K+ in Sales, while X reflects a company with a minimal data, in business < 5 years, with < 10 employees or < \$10K in Sales. Y and Z reflect a Branch and Subsidiary, respectively.

Company Profile: K

Company Profile Details:

- **Financial Data:**Not Available
- **Trade Payments :** Available: 3+Trade
- **Business Size:** Small: Employees: <10 or Sales: <\$10K or Missing
- **Years in Business:**Established (Established: 5+)

CUSTOMER SERVICE

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

HISTORY

The following information was reported **04/05/2014**:

Officer(s): LEONARD CHYLACK SR, PRES

DIRECTOR(S): THE OFFICER(S)

Incomplete history caption has been applied due to the following factor(s):
Stock ownership is undetermined.

The Pennsylvania Secretary of State's business registration file showed that AUI Associates, Inc. registered as a Corporation on September 13, 1991.

Business started 1991.

LEONARD CHYLACK SR. Antecedents are undetermined.

BUSINESS REGISTRATION

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF JUN 20 2014:

The following data is for informational purposes only and is not an official record. Certified copies may be obtained from the Pennsylvania Department of State.

Registered Name: AUI ASSOCIATES, INC.

Business type: CORPORATION

Corporation type: NOT AVAILABLE

Date incorporated: SEP 13 1991

State of incorporation: PENNSYLVANIA

Filing date: SEP 13 1991

Registration ID: 2049109

Duration: PERPETUAL

Status: ACTIVE

Where filed: SECRETARY OF STATE/CORPORATIONS DIVISION, HARRISBURG, PA

Principals: LEONARD D CHYLACK, PRESIDENT, 1122 NOTTINGHAM DR, WEST CHESTER, PA, 193804055
CATHERINE CHYLACK, SECRETARY, 1122 NOTTINGHAM DR, WEST CHESTER, PA, 193804055
CATHERINE CHYLACK, TREASURER, 1122 NOTTINGHAM DR, WEST CHESTER, PA, 193804055

OPERATIONS

04/05/2014

Description: Provides management consulting services (100%).

Employees: 4 which includes officer(s).

Facilities: Occupies premises in building.

SIC & NAICS

SIC:

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

NAICS:

541611 Administrative Management and General Management Consulting Services

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.

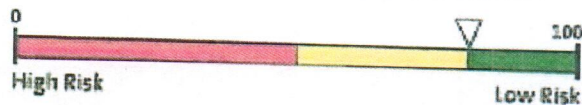
87420000 Management consulting services

D&B PAYDEX

The D&B PAYDEX is a unique, dollar weighted indicator of payment performance based on up to 3 payment experiences as reported to D&B by trade references.

D&B PAYDEX: 80

When weighted by dollar amount, payments to suppliers average generally within terms.



Based on up to 24 months of trade.

When dollar amounts are not considered, then approximately 100% of the company's payments are within terms.

PAYMENT SUMMARY

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers' primary industries:

Total Rcv'd (#)	Total Dollar Amt's (\$)	Largest High Credit (\$)	Within Terms (%)	Days Slow (%)			
				<31	31-60	61-90	90>

Top industries:

Short-trm busn credit	1	1,000	1,000	100	-	-	-	-
Radiotelephone commun	1	250	250	100	-	-	-	-

Other payment categories:

Cash experiences	1	50	50					
Payment record unknown	0	0	0					
Unfavorable comments	0	0	0					

Placed for collections:

With D&B	0	0						
Other	0	N/A						
Total in D&B's file	3	1,300	1,000					

The highest **Now Owes** on file is \$1,000

The highest **Past Due** on file is \$0

D&B receives over 600 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received.

PAYMENT DETAILS

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/19/2018 11:18:16 AM

in

Case No(s). 18-1695-GA-AGG

Summary: Application Natural Gas Broker Application - Case number 18-1695-GA-AGG
electronically filed by Ms. Sarah Gutherman on behalf of AUI Associates, Inc