



Public Utilities Commission

19-1535-GA-AGG 48

PUCO USE ONLY - Version 1.08 May 2016		
Date Received	Case Number	Certification Number
	19-1535-GA-AGG	

FILE

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

PUCO

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RECEIVED-DOCKETING DIV

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 Maryland Energy Advisors, LLC
Address 509 S. Exeter Street, Suite 320, Baltimore, Maryland 21202
Telephone No. 410-779-9644 Web site Address www.mdenergyadvisors.com

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

Name PointClickSwitch.com
Address 509 S. Exeter Street, Suite 320 Baltimore, Maryland 21202
Web site Address pointclickswitch.com Telephone No. 410-779-9644

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

Maryland Energy Advisors, LLC
MD Energy Advisors
Pointclickswitch.com

A-5 Contact person for regulatory or emergency matters:

Name Phil E. Croskey Title CEO & Co-Founder
Business Address 509 S. Exeter Street, Suite 320, Baltimore, Maryland 21202
Telephone No. 410-779-9644 Fax No. 410-779-9224 Email Address phil@mdenergyadvisors.com

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. Date Processed 7/31/19 Technician A

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

Name Phil E. Croskey Title CEO & Co-Founder
Business address 509 S. Exeter Street, Suite 320, Baltimore, Maryland 21202
Telephone No. 410-779-9644 Fax No. 410-779-9224 Email Address phil@mdenergyadvisors.com

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

Customer service address 509 S. Exeter Street, Suite 320, Baltimore, Maryland 21202
Toll-Free Telephone No. 888-826-1316 Fax No. 410-779-9224 Email Address info@pointclickswitch.com

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 CT Corporation System Title
Business address 4400 Easton Commons Way, Suite 125, Columbus, Ohio 43219
Telephone No. 614-280-3540 Fax No. Email Address https://ct.wolterskluwer.com

A-9 Applicant's federal employer identification number 27-2283741

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 checked="" type="checkbox"/> Limited Liability Company (LLC) |
| <input 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.

- C-8 Exhibit C-8 "Bankruptcy Information,"** provide a list and description of any reorganizations, protection from creditors, or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.
- C-9 Exhibit C-9 "Merger Information,"** provide a statement describing any dissolution or merger or acquisition of the applicant within the 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


Emily K. Lashley, Agent

Sworn and subscribed before me this 26

day of July

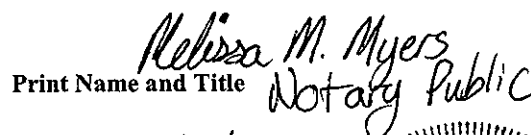
Month 2019

Year

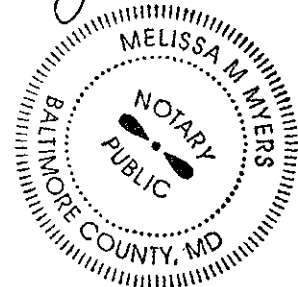
Signature of official administering oath



Print Name and Title


Melissa M. Myers
Notary Public

My commission expires on 2/17/20





The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

Maryland Energy Advisors, LLC)

for a Certificate or Renewal Certificate to Provide)
Competitive Retail Natural Gas Service in Ohio.)

Case No. - -GA-AGG

County of

State of

[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

Sworn and subscribed before me this

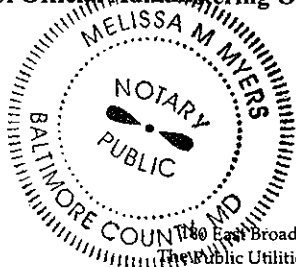
day of

Month

Year

Signature of Official Administering Oath

Print Name and Title



My commission expires on

Exhibit A-14
Principal Officers, Directors & Partners

Philip E. Croskey, Founder/Chief Executive Officer
509 S. Exeter Street, Suite 320
Baltimore, Maryland 21202
(410) 779-9644 ext. 1

Paul T. Clary, Founder/Chief Revenue Officer
509 S. Exeter Street, Suite 320
Baltimore, Maryland 21202
(410) 779-9644 ext. 3

Jason B. Schwartzberg, Founder/President
509 S. Exeter Street, Suite 320
Baltimore, Maryland 21202
(410) 779-9644 ext. 2

Exhibit A-15
Company History

Maryland Energy Advisors, LLC was formed in Maryland in 2010. Maryland Energy Advisors is an energy broker and works with suppliers of electricity and natural gas, as well as members of the public to seek out and coordinate the most energy efficient and cost effective energy services. Maryland Energy Advisors, LLC sometimes trades as “pointclickswitch.com”, an energy saving tool that allows residential customers to compare the best energy rates in their area.

Exhibit A-16
Articles of Organization and Operating Agreement

See attached.

ARTICLES OF ORGANIZATION

The undersigned, with the intention of creating a Maryland Limited Liability Company files the following Articles of Organization:

(1) The name of the Limited Liability Company is: Maryland Energy Advisers LLC

(2) The purpose for which the Limited Liability Company is filed is as follows: TO
provide energy brokerage and marketing services

(3) The address of the Limited Liability Company in Maryland is 11811 Hunters Run ✓
Dr Cockeysville MD 21030

(4) The resident agent of the Limited Liability Company in Maryland is Jason ✓
Schwartzberg
whose address is 11811 Hunters Run Dr Cockeysville
MD 21030

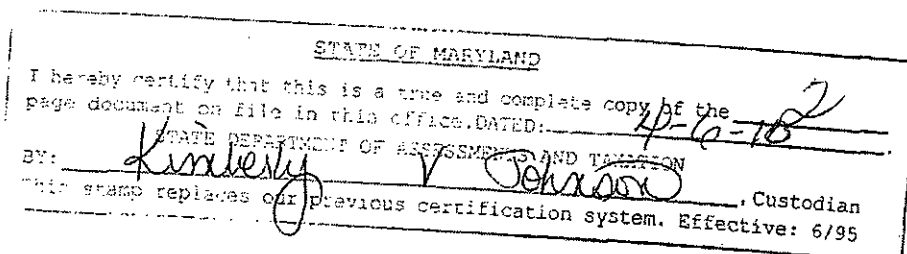
(5) Jason

(6) Jason
Resident Agent
I hereby consent to my designation in this document.

Signature(s) of Authorized Person(s)

Filing party's return address:

11811 Hunters Run Dr
Cockeysville MD 21030



LIMITED LIABILITY COMPANY OPERATING AGREEMENT

MARYLAND ENERGY ADVISORS LLC

A Member-Managed Limited Liability Company

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective April 6, 2010, by and among: Jason Schwartzberg, Phil Croskey and Paul Clary (collectively referred to in this agreement as the "Members").

SECTION I

THE LIMITED LIABILITY COMPANY

1.1 *Formation.* Effective April 6, 2010, the Members form a limited liability company under the name Maryland Energy Advisors LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Md. Code Ann., Corps. & Ass'ns Tit. 4A (the "Act"). The Members agree to file with the appropriate agency within the State of Maryland charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name Maryland Energy Advisors LLC, or such other name upon which the Members may unanimously may agree.

1.3 *Purpose.* The purpose of the Company is to provide energy brokerage and metering services to Maryland residents and businesses.

1.4 *Office.* The Company will maintain its principal business office within the State of Maryland at the following address: 11811 Hunters Run Drive Cockeysville, Maryland 21030.

1.5 *Registered Agent.* Jason Schwartzberg is the Company's initial registered agent in the State of Maryland, and the registered office is: 11811 Hunters Run Drive Cockeysville, Maryland 21030

1.6 *Term.* The term of the Company commences on April 6, 2010 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Members.* The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.8 *Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2

CAPITAL CONTRIBUTIONS

2.1 *Initial Contributions.* The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 *Additional Contributions.* No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 *No Interest on Capital Contributions.* Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 *Distributions.* The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4

INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable

cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful

SECTION 5

POWERS AND DUTIES OF MANAGERS

5.1 Management of Company.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.

SECTION 6

SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7

BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS,

FISCAL YEAR, BANKING

7.1 *Method of Accounting.* The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

7.3 *Capital Accounts.* The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 *Banking.* All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8

TRANSFER OF MEMBERSHIP INTEREST

8.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other nontransferring Members determined on a per capita basis.

8.2 *Right of First Refusal.* Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 *Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 *Death Buy Out.* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

(1) \$1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9

DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10

GENERAL PROVISIONS

10.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Maryland (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability*. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions*. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices*. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Jason Schwartzberg


Printed/Typed Name



Signature

Phil Croskey


Printed/Typed Name



Signature

Paul Clary

Printed/Typed Name



Signature

Listing of Members - Schedule 1
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR MARYLAND ENERGY ADVISORS LLC
LISTING OF MEMBERS

As of the 6th day of April, 2010, the following is a list of Members of the Company:

NAME:

ADDRESS:

Jason Schwartzberg

11811 Hunters Run Drive
Cockeysville, Maryland 21030

Phil Croskey

1705 Forest Creek Drive
Hanover, Maryland 21076

Paul Clary

1612 East Cold Spring Lane
Baltimore, Maryland 21218

Listing of Capital Contributions - Schedule 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR MARYLAND ENERGY ADVISORS LLC.

CAPITAL CONTRIBUTIONS

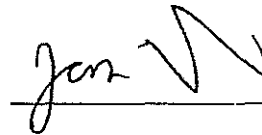
Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$10,000.00. The description and each individual portion of this initial contribution is as follows:

NAME:	CONTRIBUTION:	% OWNERSHIP:
<u>Jason Schwartzberg</u>	<u>\$4,000.00</u>	<u>40%</u>
<u>Phil Croskey</u>	<u>\$3,000.00</u>	<u>30%</u>
<u>Paul Clary</u>	<u>\$3,000.00</u>	<u>30%</u>

SIGNED AND AGREED this 6th day of April, 2010.

Jason Schwartzberg

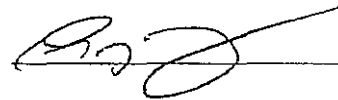
Printed/Typed Name



Signature

Phil Croskey

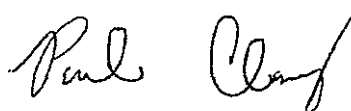
Printed/Typed Name



Signature

Paul Clary

Printed/Typed Name



Signature

Exhibit A-17
Secretary of State

See attached.

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

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show MARYLAND ENERGY ADVISORS LLC, a Maryland For Profit Limited Liability Company, Registration Number 2338108, filed on October 24, 2014, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 26th day of July, A.D. 2019.*

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 201920702328

Exhibit B-1
Jurisdictions of Operation

Maryland Energy Advisors, LLC is currently licensed to provide gas and electric broker services in the following states:

Maryland License: IR-1954 (electricity)
Maryland Gas License: IR-2825 (natural gas)
Illinois Electricity License: Docket 11-0473 (electricity)
District of Columbia License: Order No. 17099 (electricity & natural gas)
New Hampshire: DM 14-361 (electricity)
Rhode Island: Docket D-96-6(17) (electricity)
Pennsylvania: A-2015-2472201 (electricity) (natural gas pending)
Maine: Case No. 2014-0375 (electricity)
Virginia: License No. A-38 (electricity & natural gas)
Ohio: Certificate No. 14-908E (electricity)

Exhibit B-2
Experience and Plans

Maryland Energy Advisors, LLC has been operating since 2010. It's marketing techniques include attendance in trade shows, participating on conference panels and expanding with suppliers with whom it already conducts business. Maryland Energy Advisors does not do direct billing with customers. Rather it contracts with the suppliers, who pay Maryland Energy Advisors based on customer consumption. Maryland Energy Advisors' practice includes the introduction of customers to suppliers, assistance with connecting the customers with the supplier, but does not contract directly with customers.

Exhibit B-3
Summary of Experience

Maryland Energy Advisors is licensed to conduct business in 11 different states and has provided broker services since 2010.

Exhibit B-4
Disclosure of Liabilities and Investigations

None.

Exhibit B-5
Disclosure of Consumer Protection Violations

None.

Exhibit B-6

Disclosure of Certification Denial, Curtailment, Suspension or Revocation

None.

Exhibit C-1
Annual Reports

Maryland Energy Advisors is a limited liability company and does not have shareholders, nor does it issue annual reports.

This Exhibit C-1 is not applicable.

Exhibit C-2
SEC Filings

This Exhibit C-2 is not applicable to Maryland Energy Advisors, LLC as applicant is a limited liability company, does not have private investors and is not required to file with the SEC.

Exhibit C-4
Financial Arrangements

This Exhibit C-4 is not applicable as applicant is seeking to be certified as a broker only.

Exhibit C-5
Forecasted Financial Statements

As applicant has not yet conducted any natural gas related business in Ohio yet, and because its income in Ohio would depend entirely on customer consumption/usage, it does not yet have capabilities to create forecasted income statements as of the filing of this application.

Exhibit C-6
Credit Rating

See attached

Exhibit C-7 Credit Rating

dun & bradstreet

1.800.700.2733

Chat

Cart

Sign Out

Welcome, Phil V

[Dashboard](#)
[Summary](#)
[Update Company Info](#)
[Tools](#)

Maryland Energy Advisors Llc

CreditSignal

DUNS: 07-251-0244

[Need help? Start here](#)

Summary

Company Info

509 S Exeter St Ste 500
Baltimore, MD 21202
Phone: (410) 779-9944
URL:

Update Company Info

DBA's:
POINTCLICKSWITCH.COM

Scores and Ratings

Score / Rating	Status	Last Date Changed
PAYDEX®	Good	10/01/2016
Delinquency Predictor Class	Fair	10/25/2016
Financial Stress Class	Fair	10/25/2016
Supplier Evaluation Rating	Fair	11/17/2016
D&B Rating	N/A	10/26/2016
D&B Viability Rating	Fair	

D&B has recently updated their scores. Learn how these changes affect your business credit profile.

Alerts

There are currently no alerts issued for this company. If you only recently began monitoring this company, you will not receive your first alerts until score changes or events occur. To configure your alerts notification settings, please [Click Here](#).

[Configure Alerts](#)

Inquiries

You have received 0 new inquiries.

Inquiries are the number of individual product(s) purchased by a customer(s).

Exhibit C-7
Credit Report

N/A

Exhibit C-8
Bankruptcy Information

None.

Exhibit C-9
Merger Information

None.

Exhibit C-10
Corporate Structure

Maryland Energy Advisors, LLC is a Maryland limited liability company formed in the State of Maryland on April 6, 2010. Maryland Energy Advisors, LLC sometimes trades as “pointclickswitch.com”.

Exhibit D-1
Operations

Maryland Energy Advisors, LLC was formed in Maryland in 2010. Maryland Energy Advisors is an energy broker and works with suppliers of electricity and natural gas, as well as members of the public to seek out and coordinate the most energy efficient and cost effective energy services. Maryland Energy Advisors, LLC sometimes trades as “pointclickswitch.com”, an energy saving tool that allows residential customers to compare the best energy rates in their area.

Exhibit D-2
Operations Expertise

See resumes attached hereto of the three (3) founders of Maryland Energy Advisors, LLC, who provide the technical expertise in the operation of the company.



CHIEF EXECUTIVE OFFICER

PROFILE

A results-driven executive committed to leading an organization on key principles... integrity, hard work, and fiscal discipline.

SKILLS

PROFESSIONAL SKILLS

[REDACTED]

PERSONAL HOBBIES

[REDACTED]

1705 Forest Creek Dr.
Hanover, MD 21076

410-961-4299

phil@mdenergyadvisors.com

www.mdenergyadvisors.com

twitter.com/pointclickswitch

facebook.com/pointclickswitch

WORK EXPERIENCE...CONTINUED

SENIOR OFFICER - BUSINESS DEV., CONSUMER LENDING

May 2004 - March 2005

MBNA America - Wilmington, DE

- Developed targeted direct mail marketing material and implemented strategies that resulted in 50,000 accounts and \$500 Million in new loans.
- Managed all Consumer Lending Internet and email marketing efforts.
- Utilized database models to expand profitability of each new account.
- Tested sensitivities to ensure price was properly aligned with product to maximize profit margin.
- Maintained cost-effectiveness of mail campaigns by working with external vendors to ensure utilization of new technology.
- Develop and oversee implementation of sales team.

OFFICER - MARKETING/ADVERTISING, CONSUMER LENDING

Nov 1999 - May 2004

MBNA America - Wilmington, DE

- Direct mail marketing manager responsible for developing direct mail marketing solicitation while maintaining cost effectiveness and ROI.
- Managed National Education Association account and 400 marketing endorsement relationships for the Consumer Lending division.
- Partnered with internal advertising to ensure effective marketing results to target audience.
- Developed magazine advertisements for endorsing group publications.
- Acquired 75,000 accounts through utilizing affinity direct mail marketing equating to \$750MM in new loans.

EDUCATION

BUSINESS MANAGEMENT - B.S. / Dec 1997

Morgan State University - Baltimore, MD

COMMUNITY INVOLVEMENT

BOARD MEMBER - American Association of Blacks in Energy (AABE Baltimore Chapter)



CHIEF EXECUTIVE OFFICER

PROFILE

A results-driven executive committed to leading an organization on key principles... integrity, hard work, and fiscal discipline.

SKILLS

PROFESSIONAL SKILLS

PERSONAL HOBBIES

1705 Forest Creek Dr.
Hanover, MD 21076

410-961-4299

phil@mdenergyadvisors.com

www.mdenergyadvisors.com

twitter.com/pointclickswitch

facebook.com/pointclickswitch

WORK EXPERIENCE

CHIEF EXECUTIVE OFFICER / April 2010 - Present

Maryland Energy Advisors, LLC - Baltimore, MD

- Responsible for Strategic Direction of Company.
- Provide oversight of Startup Company.
- Assist commercial and residential energy customers procure energy from alternative suppliers.
- Develop and oversee implementation of sales team.

DIRECTOR OF ECONOMIC DEVELOPMENT / June 2005 - Oct 2012

Baltimore Development Corp - Baltimore, MD

- Responsible for economic development activities for West Baltimore. Including but limited to increasing the tax base in West Baltimore and identifying opportunities for job creation through retention and attraction of business.
- Managing and overseeing progress for the City's \$1.4 billion Westport project that will produce \$350 million in net new property taxes over 20 years. While working with the City of Baltimore Finance Department to issue the largest Tax Increment Financing bond bill of \$160 million.
- Negotiated land disposition agreement for the \$400 million development of 11-acre site along the Middle Branch known as Gateway South.
- Overseeing the \$1.8 billion project known as State Center.
- Managed the \$6 million redevelopment of the former Northern District Police Station.
- Managing redevelopment of the Charles North District a \$200M implementation of the Charles North Master Plan.
- Managed the \$30 million relocation and development of New Psalmist Baptist to the Seton Business Park
- Managed a staff of four, providing a team oriented environment where everyone is given the encouragement to succeed.

INTERIM PRESIDENT & CEO / Jan 2008 - Aug 2009

Park Heights Renaissance Inc. - Baltimore, MD

- Responsible for oversight and implementation of the Park Heights Master Plan.
- Oversaw day to day operations of the organization.
- Initiated all facets of the startup operation for the Park Heights Renaissance (PHR).
- Management and oversight of the budget for PHR.
- Raised capital for the organization and community including \$4.5MM from the State of Maryland, \$50K in Community Investment Tax Credits, \$25k from Enterprise Community Partners.
- Formulated strategic direction and staffing needs for organization.
- Established the Park Heights Residents/Community Council.
- Oversight of the Home Improvement Loan where 43 homeowners to date in Park Heights have received extensive renovation to their homes and top quality service.
- Hired and managed existing staff of four. Providing a team first environment where everyone feels vested in the success of the organization.

Paul T. Clary

Paul@mdenergyadvisors.com
815 Pershing Drive Apt 123
Silver Spring, MD 20910
Cell: (410) 409-7954

MARYLAND ENERGY ADVISORS

Founder

Shape and develop energy strategy for commercial, residential and multifamily clients.

Baltimore, MD
April 2010 – Pres

- Provide clients with overview of energy landscape
- Develop energy education outreach strategies for employers and neighborhood associations
- Evaluate battery storage, solar energy and wind energy options for commercial and industrial clients
- Perform energy audit, lighting retrofit project management and assist with utility bill auditing
- Evaluate energy efficiency consulting to the commercial, residential and multifamily sectors
- Advise on strategic electricity and natural gas purchasing decisions

BALTIMORE DEVELOPMENT CORPORATION

Economic Development Officer – West Team

Baltimore, MD
December 2008 – November 2012

Project manager responsible for overseeing day-to-day economic development initiatives.

- Serve as project manager on the \$1.4 billion Westport Waterfront, a land redevelopment project in the City of Baltimore. Once build out is complete project will generate \$800+ million in new taxes for the City of Baltimore and over 15 thousand permanent jobs.
- Develop financial models used to analyze and recommend financing and strategic alternatives for a \$150+ million Tax Increment Finance (TIF) bond issuance.
- Served as project manager on the \$75 million Fitzgerald development project. Negotiated a \$13 million public subsidy known as a Payment in Lieu of Taxes (PILOT). Once completed project will include 275 rental units and generate \$200+ thousand in new taxes for the City of Baltimore.
- Present financial analysis and project recommendations to audiences including: the Mayor's Office, Board of Directors, Executive staff, civic and municipal parties, developers, legislators, and members of the Board of Estimates and Planning Commission.

BALTIMORE DEVELOPMENT CORPORATION

Assistant Economic Development Officer – West Team

Baltimore, MD
July 2007 – December 2008

Analyzed and evaluated the progress of major urban development and redevelopment projects.

- Co-Led the implementation effort for the Middle Branch Master Plan. Created and appointed members of the Middle Branch Task Force, an interagency working group focused on executing the Plan and carrying forward its vision and recommendations.
- Successfully led the Base Realignment and Closure (BRAC) Zone designation effort for the City of Baltimore, allowing the City to receive priority consideration for financing assistance from various State agencies.
- Responded to local legislative correspondence, reviewed and edited agency testimony for consistency with agency goals.

EDUCATION

MORGAN STATE UNIVERSITY – Earl G. Graves School of Business
Bachelors of Business Administration

Baltimore, MD
May 2007

MEMBERSHIP/VOLUNTEER

American Association of Blacks in Energy (AABE)

Jason B. Schwartzberg

Jason@mdenergyadvisors.com
13205 Falls Road
Cockeysville, MD 21030
Cell: (443) 956-7853

PROFESSIONAL EXPERIENCE

Maryland Energy Advisors, Baltimore, Maryland

April 2010-Present

President

- Provide renewable energy consulting to clients including solar energy and wind energy analysis
- Perform energy audit, lighting retrofit project management and assist with utility bill auditing
- Evaluate energy efficiency & energy management options
- Advise on strategic electricity and natural gas purchasing decisions

A&R Development, Baltimore, Maryland

August 2011-April 2013

Development Manager

- Perform project management responsibilities for multiple real estate and business development projects
- Guide projects through the City approval process
- Analyze development budgets, pro formas and associated City tax benefits to make recommendations regarding project feasibility to executive staff,

Baltimore Development Corporation, Baltimore, Maryland

May 2008-August 2011

Economic Development Officer

- Perform project management responsibilities for multiple real estate and business development projects
- Guide projects through the City approval process
- Analyze development budgets, pro formas and associated City tax benefits to make recommendations regarding project feasibility to executive staff, board of directors, and Mayor.
- Negotiate leases, land purchase and sale agreements
- Identify and acquire sites for redevelopment.
- Propose business and real estate development projects to senior staff and advocate for their implementation based on research, market intelligence, and community outreach

BOARD INVOLVEMENT

The Associated:, Baltimore, Maryland

September 2011-Present

Board Member

- Drive direction of Associated owned assets

McDonogh Alumni Executive Council, Owings Mills, Maryland

September 2010-August 2016

Vice President/Chairman of Mentoring Committee

- The council's principal function is to support the school by example and service and to provide guidance to the Alumni Office

EDUCATION

Loyola College in Maryland, Baltimore, Maryland

May 2008

Master of Business Administration

Franklin and Marshall College, Lancaster, Pennsylvania

May 2003

Bachelor of Arts in Government; Dean's List

Varsity Baseball: Four-year letter winner

Exhibit D-3
Key Technical Personnel

Philip E. Croskey, Founder/Chief Executive Officer
509 S. Exeter Street, Suite 320
Baltimore, Maryland 21202
(410) 779-9644 ext. 1
phil@mdenergyadvisors.com

Paul T. Clary, Founder/Chief Revenue Officer
509 S. Exeter Street, Suite 320
Baltimore, Maryland 21202
(410) 779-9644 ext. 3
paul@mdenergyadvisors.com

Jason B. Schwartzberg, Founder/President
509 S. Exeter Street, Suite 320
Baltimore, Maryland 21202
(410) 779-9644 ext. 2
jason@mdenergyadvisors.com

See also resumes of the above listed individuals which were attached to Exhibit D-2