



# Public Utilities Commission

PUCO USE ONLY - Version 1/03		
Date Received	Renewal Certification Number	ORIGINAL AGG Case Number
		14 - 0917 - GA-AGG

## RENEWAL 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 renew its certificate as: (check all that apply)

☐ Retail Natural Gas Aggregator ☒ Retail Natural Gas Broker

#### A-2 Applicant information:

Legal Name Premier Energy Group, LLC  
Address 1275 Bound Brook Road, Suite 6, Middlesex, NJ 08846  
Telephone No. 732-302-0612 Web site Address www.premiereenergygroup.com  
Current PUCO Certificate No. 14-362G Effective Dates 6/20/2018 through 6/20/2020

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

Name Premier Energy Group, LLC  
Address 1275 Bound Brook Road, Suite 6, Middlesex, NJ 08846  
Web site Address www.premiereenergygroup.com Telephone No. 732-302-0612

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

Premier Energy Group, LLC

#### A-5 Contact person for regulatory or emergency matters:

Name Scott Fawcett Title Principal  
Business Address 1275 Bound Brook Road, Suite 6, Middlesex, NJ 08846  
Telephone No. 732-302-0612 Fax No. 732-302-0606 Email Address sfawcett@premiereenergygroup.com

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

Name Scott Fawcett

Title Principal

Business address 1275 Bound Brook Road, Suite 6, Middlesex, NJ 08846

Telephone No. 732-302-0612

Fax No. 732-302-0606

Email Address sfawcett@premierenergygroup.com

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

Customer service address 1275 Bound Brook Road, Suite 6, Middlesex, NJ 08846

Toll-Free Telephone No. 866-469-1095

Fax No. 732-302-0606

Email Address sfawcett@premierenergygroup.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 National Registered Agents, Inc.

Title

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

Telephone No. 800-550-6724

Fax No. 913-851-0713

Email Address

**A-9 Applicant's federal employer identification number 26-0005638**

**A-10 Applicant's form of ownership: (Check one)**

☐ Sole Proprietorship

☐ Partnership

☐ Limited Liability Partnership (LLP)

☒ Limited Liability Company (LLC)

☐ Corporation

☐ 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 type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Small Commercial	<input checked="" type="checkbox"/>	Large Commercial / Industrial
<input checked="" type="checkbox"/>	Dominion East Ohio	<input type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Small Commercial	<input checked="" type="checkbox"/>	Large Commercial / Industrial
<input checked="" type="checkbox"/>	Duke Energy Ohio	<input 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 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,"** provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto, *only if the contents of the originally filed documents changed since the initial application.*
- A-17 Exhibit A-17 "Secretary of State,"** provide evidence that the applicant is still currently registered with the Ohio Secretary of the State.

## SECTION B - APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

status or ability to provide the services for which it is seeking renewed certification since applicant last filed for certification.

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

☒ No ☐ Yes

If Yes, provide a separate attachment labeled as **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 since applicant last filed for certification.

☒ 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 applicant does not have annual reports, the applicant should provide similar information, labeled as Exhibit C-1, or indicate that Exhibit C-1 is not applicable and why.  
(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. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 whether the applicant is not required to file with the SEC and why.
- C-3 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 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 Experion, 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.**

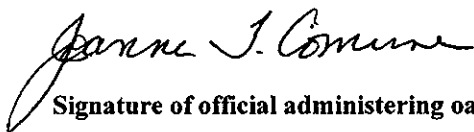
- D-1 Exhibit D-1 "Operations,"** provide a current written description of the operational nature of the applicant's business functions.
- D-2 Exhibit D-2 "Operations Expertise,"** given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical 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



PRINCIPAL

Sworn and subscribed before me this 24 day of April Month 2020 Year



Joanne T. Comune, Notary Public

Signature of official administering oath

Print Name and Title

My commission expires on 11/26/2023



# The Public Utilities Commission of Ohio

## Competitive Retail Natural Gas Service Affidavit Form (Version 1.07)

In the Matter of the Application of )

Premier Energy Group, LLC )

for a Certificate or Renewal Certificate to Provide )

Competitive Retail Natural Gas Service in Ohio. )

Case No. 14 - 0917 - GA-AGG

County of Middlesex

State of NJ

Scott Fawcett

[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]* PRINCIPAL

Sworn and subscribed before me this 24 day of April 2020 Year

*[Signature]*

Signature of Official Administering Oath

Joanne T. Comune, Notary Public

Print Name and Title

My commission expires on 11/26/2023





**PREMIER**  
ENERGY GROUP, LLC

*Explore your options  
Act with confidence*

Exhibit A-14 Principal Officers, Directors & Partners

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

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

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

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

## Exhibit A-15 Company History

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

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

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

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

### Principals Background

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

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

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

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



## Exhibit A – 16 Articles of Incorporation and Bylaws

- Revised March 12, 2019

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

This Amended Operating Agreement is entered into on this 12th day of March, 2019, by RICHARD A. HAYNAL, having an address at 179 Northside Drive, Sag Harbor, New York 11963; JOSEPH L. SANTO, having an address at 8 Broadway Road, Warren, New Jersey 07059; CHARLES S. WILK, having an address at 9 Jacobus Lane, Flemington, New Jersey 08822; and SCOTT K. FAWCETT, having an address at 41 Railroad Avenue, Whitehouse Station, New Jersey 08889 (the "Members"). This Amended Operating Agreement replaces the original Operating Agreement entered into on January 23, 2002, and the amended Operating Agreement entered on July 28, 2010, and all amendments to those prior operating agreements.

WHEREAS, the Members desire to continue to operate the Limited Liability Company known as PREMIER ENERGY GROUP, L.L.C., (the "Company"), formed under the laws of the State of New Jersey, with respective rights and obligations with reference to said Limited Liability Company, as provided in this Agreement;

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

## **ARTICLE I**

### **OPERATION OF COMPANY**

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

Bound Brook Road, Suite 6, Middlesex, New Jersey 08846).

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

**Section 3. Decisions.** All matters required to be submitted to the Members for vote shall be decided by a minimum 75% vote of the Members unless a greater percentage is required by the terms of this Agreement or by applicable state law.

**Section 4. Powers.** The Members will jointly have all powers available under state law, including the power to appoint and remove Managers and employees; to change the offices of the Company; to borrow money on behalf of the Company including the execution of any evidence of indebtedness on behalf of the Company; to enter into contracts on behalf of

the Company. Such power may be exercised by a single Member only upon approval and vote of the Members.

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

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

his initial or additional contributions to the Company.

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

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

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

**Section 10. Draws to Members.** All Members are entitled to monthly draws from the net monthly income of the Company. The net monthly income will be



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

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

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

## ARTICLE II

### MANAGER AND MANAGEMENT

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

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

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

The Manager may resign at any time by providing an oral statement to that effect at a meeting of the Members, or by submitting a writing to that effect to the Members. Such resignation shall take effect immediately or at such time as the Manager may specify.

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

**Section 5. Management.** Notwithstanding the election of a Manager, the management of the Company shall be exclusively with the Members. All decisions affecting the business of the Company or the operation of the Company shall be made by a 75% vote of the Members.

### ARTICLE III

#### INDEMNIFICATION

**Section 1. Third party actions.** The Company shall indemnify any Member who is or was a party, or

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

unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the Company.

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

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

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

To the extent that a Member or Manager has been

successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 or 2, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

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

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

**Section 5. Advances of expenses.** Expenses of each person indemnified hereunder, which were incurred in defending against a civil, criminal, administrative or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the Company in advance of the final disposition of such action, suit or proceeding, if authorized by the Manager (whether disinterested or not) following receipt of a written promise by or on behalf of the Manager or Member to repay such amounts unless it shall ultimately be determined that he or she is entitled to be indemnified by the Company.

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

**Section 7. Purchase of insurance.** The Company may purchase and maintain insurance on behalf of any



person who is a Member of the Company, or who is or was serving at the request of the Company as a Manager, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article or of the laws of the State of New Jersey.

#### **ARTICLE IV**

##### **CERTIFICATE FOR UNITS OR SHARES**

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

**Section 2. Transfer of units or shares.**

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

**Section 3. Lost, stolen or destroyed certificates.** The Company may issue a new

certificate for units or shares in place of any certificate previously issued by it and alleged to have been lost, stolen or destroyed. The Manager may, in his or her discretion, require the owner or the owner's legal representative to give the Company a bond containing such terms as the Manager may require to protect the Company or any person injured by the execution and delivery of a new certificate.

## **ARTICLE V**

### **FORMATION**

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

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

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

**Section 4. Registered Agent.** The Company's registered agent and address for service of process shall be SCOTT K. FAWCETT, at 1275 Bound Brook Road, Suite 6, Middlesex, New Jersey 08846.

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

## **ARTICLE VI**

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

**Section 1. Capital Contributions.** Each founding Member contributed to the capital of the Company the sum of Two Thousand Five Hundred 00/100 Dollars (\$2,500.00) for an aggregate capitalization of Ten Thousand 00/100 Dollars (\$10,000.00), in

exchange for a twenty five percent (25%) interest of the Company.

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

If any Member shall fail to make his initial capital contribution or any additional capital contribution as indicated by the terms of this Agreement, or any amendment to this Agreement, or by the terms of any additional agreement between and among the Members, the Company shall continue to operate as a limited liability company. However, each Member who has made an initial capital contribution or additional capital contribution shall

then be entitled to a share of the Company's profits and losses in proportion to the amount of his contribution to the total contribution. If any additional capital contributions are necessary, such additional contributions shall be determined by the Members as specified under the terms of this Agreement regarding Additional Contributions.

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

for both state and federal income tax purposes. The Members agree to individually execute any documents necessary to secure this tax treatment. Any profit or losses of the Company shall be determined and distributed to the Members on an annual basis according to each Member's proportionate share in the Company.

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

## **ARTICLE VII**

### **ADDITIONAL FUNDS**

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

Member (or assignee/transferee) then holds in the Company. Such additional funds advanced to the Company shall be treated as additional capital contributions or loans, as determined by the vote of all those holding an interest in the Company. However, no interest shall be paid to any Member for any additional capital contributions.

#### **ARTICLE VIII**

#### **RESTRICTIONS ON MEMBERS' TRANSFERABILITY; DEATH,**

#### **DISABILITY AND EXPULSION OF MEMBER**

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



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

**Section 2. Withdrawal from the Company.** The Company shall have no obligation to purchase some or all of the Company's interest held by a Member. No Member may partially or completely withdraw from the Company unless agreed by all Members. Upon the unanimous agreement of the remaining Members, a Member may withdraw from the Company and be entitled to receive the compensation set forth in Section 7. Upon withdrawal, the withdrawing Member shall cease to be a Member and shall have no interest, rights,

authority, power or ownership in the Company or property of the Company. Upon the withdrawal of the Member, the Company shall continue in business without interruption but without the withdrawn Member.

**Section 3. Restrictions on transfer and encumbrance; right of first refusal.** A Member may not transfer any or all of his interest in the Company, except as provided herein. Except as otherwise specifically permitted pursuant to the further provisions of this Agreement, each of the Members agrees that he or she will not, without the prior written consent of all Members, transfer, assign, sell, give, pledge, hypothecate or otherwise encumber his or her interest in the Company ("Interest"), and any attempts to do any of the foregoing without such prior written consent shall be null and void and of no effect.

In the event of a proposed sale or other disposition for value to an outside party of all or

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

For a period of twenty (20) days after its receipt of such said notice, the Company shall have the first right and option to purchase the entire Offered Interest on the same terms as are set forth in the notice. The Company may purchase the Offered Interest utilizing such assets, lines of credit or other sources of funds as may be obtained for such purpose. Thereafter, the Offered Interest so purchased by the Company shall be retired, and all further allocations and distributions of the Company to the Members shall be in the proportion which the

interest of each remaining Member bears to the interest of all remaining Members after retirement of the Offered Interest.

In the event the Company shall not elect to purchase the Offered Interest, the Seller shall have the right, for an additional period of thirty (30) days (not exceeding a total of sixty (60) days from the date of the Seller's notice to the Company), to sell or otherwise dispose of the Offered Interest to the proposed purchaser or transferee (the "Purchaser") upon the same terms and conditions and for the same price as was set forth in the Seller's notice to the Company. If the transaction with the Member is not consummated within the maximum sixty (60) day period specified above, the Company's right to purchase the Offered Interest shall once again be reinstated as set forth herein, and the Seller shall not have the right to sell the Offered Interest to a Purchaser until the Seller has once again complied with all provisions of Article VIII, Section 3.

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

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

Each Member shall maintain as owner an insurance policy on his life wherein his spouse shall be the named beneficiary. The policy for each Member shall be with the Companies and in the amounts more particularly stated on SCHEDULE attached hereto. In or about June of each year, the Company shall reimburse the Member for the cost of the premium associated with the policy, and at the same time, the Member shall provide satisfactory evidence that the policy is in full force and effect. Upon the death of a Member, his interest in the Company shall cease, and shall become vested in the surviving Members.

The deceased Member's spouse, heirs, beneficiaries and/or assigns, shall be entitled only

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

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

The deceased Member's shares shall automatically vest in the surviving Members in such proportion as

each surviving Member's shares bear to the total number of shares owned by all of the surviving Members, as of the date of death.

All Members agree to meet in June of each year to determine whether the amount of insurance maintained on each of the Members is adequate and sufficient. In the event that the Members determine that any Member's insurance coverage is not adequate and sufficient, then any such Member's insurance coverage shall be increased, the premiums for which shall be borne by the Company.

**Section 5. Disability of Member.** In the event that a member becomes disabled by reason of any medical or psychiatric condition(s) that in the opinion of the Company's physician(s) renders the Member incapable of performing his duties and responsibilities, then the disabled Member shall be entitled to receive the following compensation: (i) for the first 12 months period of disability (or part thereof), the Member shall receive Eighty Percent

(80%) of one twelfth (1/12) of the total of his "Guaranteed Monthly Draws" for the 12 months preceding the commencement of his disability;

(ii) for the second 12 months period of disability (or part thereof), the Member shall receive Seventy Percent (70%) of one twelfth (1/12) of the total of his "Guaranteed Monthly Draws" for the 12 months preceding the commencement of his disability;

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



Member), to be applied commencing with the 25<sup>th</sup> month of disability.

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

**Section 6. Expulsion of Member.**

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

**Section 7. Compensation to Withdrawing or Expelled of Member.**

The withdrawing (pursuant to Article VIII, Section 2) or expelled (pursuant to Article VIII,

Section 6) Member shall be entitled to receive the value of his or her interest in the Company, which all Members agree is 150% of the total of the withdrawn or expelled Member's "Guaranteed Monthly Draws" for the 12 months preceding his withdrawal or expulsion. The payment shall be made in thirty-six (36) monthly increments, and the Member's right to receive same shall be dependent on the withdrawn or expelled Member's compliance with his continuing duties under Article X.

In the event that a Member seeks to withdraw or is expelled within 24 months of his having last received benefits pursuant to Section 5 (Disability of a Member) of Article VIII, then the withdrawing or expelled Member's compensation upon such withdrawal or expulsion shall be limited to the balance of unpaid disability payments that would have been paid had the Member been "continuously disabled" for 24 months.

## ARTICLE IX

### DISSOLUTION AND TERMINATION

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

- o the vote of the Members;
- o the expiration of the term of the Company;
- or
- o the death, retirement or resignation of a member, if the remaining Members do not vote to continue the business of the Company.

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

- o To pay the debts and obligations of the Company;
- o To distribute the Members' income account to the Members in their proportionate ownership share;
- o To distribute the Members' capital accounts to the Members in their proportionate share;
- o To distribute any remaining assets to the Members in their proportionate share.

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

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

## ARTICLE X

### DUTIES OF MEMBERS

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

**Section 2. Confidentiality.** During the operation of the Company, no Member whether active, expelled or withdrawn, shall disclose or use confidential and/or proprietary information of the Company, including but not limited to actual or potential: customers; suppliers; partners; or the like. This restriction shall remain in effect for a period of two (2) years from when the Member either withdraws or is expelled from the Company.

**Section 3. Non-solicitation.** During the operation of the Company, no Member, who has either withdrawn or been expelled from the Company, shall solicit any actual or potential customer of the Company and the remaining Members. "Potential customer" shall be defined as any customer whose name appears on the customer prospect list maintained by

the Company as of the date the Member either withdrew or was expelled from the Company. This restriction shall remain in effect for a period of two (2) years following the expulsion or withdrawal of the Member from the Company.

**Section 4. Non-competition.** During the operation of the Company no Member, who has either withdrawn or been expelled from the Company, shall become the partner, stockholder or owner of, employed by, or otherwise associated with, any company which engages in a business similar to any aspect of the business in which the Company is engaged as of the date the Member either withdrew or was expelled from the Company. This restriction shall remain in effect for a period of two (2) years following the expulsion or withdrawal of the Member from the Company.

**Section 5. Additional Compensation For Extension of Restrictive Covenants to 3 Years.** In the event that a member either withdraws or is expelled from the Company, and upon such event agrees

to be bound by the restrictions and covenants contained in Sections 2, 3 and 4 of this Article for a period of three (3) years from the date of withdrawal or expulsion, then in addition to the value of his interest in the Company, such Member shall be paid 50% of the total of his "Guaranteed Monthly Draws" for the 12 months preceding the withdrawal or expulsion. The additional 50% shall be paid in 12 equal monthly installments commencing in the twenty-fifth (25<sup>th</sup>) month after the withdrawal or expulsion.

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

## ARTICLE XI

### MISCELLANEOUS

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

Section 2. Arbitration. Any dispute resolving the rights of the Members pursuant to the terms of this Agreement or any dispute arising among the Members or the Members and the Company regarding the terms of this Agreement and the respective rights and obligations of the Members and the Company shall be resolved by arbitration. Any arbitration shall be conducted by the American Arbitration Association in accordance with its then rules. The office of the American Arbitration Association where any claims for arbitration shall be processed and hearing conducted shall be the office located within the County of



Middlesex, State of New Jersey or the next closest office to New Brunswick, New Jersey.

## ARTICLE XII

### AMENDMENTS

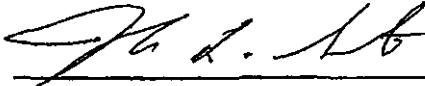
**Section 1.      Vote for amendments.**      This Operating Agreement may be amended, or a new operating agreement may be adopted, by the affirmative vote of all of the Members, as vote is defined by the terms of this Agreement. No modification of this Agreement shall be effective unless it is in writing and signed by all of the Members or unless it has been voted upon by the Members as previously stated herein.

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

MEMBERS:

  
3/12/19  
SCOTT K. FAWCETT

  
3/12/19  
RICHARD A HAYNAL

  
3/12/19  
JOSEPH L. SANTO

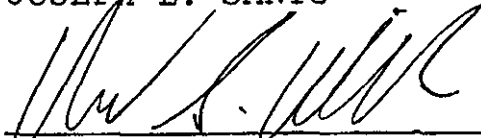
  
3/13/19  
CHARLES S. WILK



Exhibit A -17 Secretary of State

See Attached



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

**Receipt**

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

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

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jon Husted**

**2286768**

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

**PREMIER ENERGY GROUP, LLC**

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

Document(s)

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

Document No(s):

**201410401934**

Effective Date: 04/14/2014



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

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

Ohio Secretary of State



**PREMIER**  
ENERGY GROUP, LLC

*Explore your options  
Act with confidence*

## Exhibit B-1 Jurisdictions of Operation

<u>Jurisdiction</u>	<u>License Number</u>	<u>Service</u>
Delaware	6962-06-121	Electric
District of Columbia	EA 12-17-8 GA 12-5-8	Electric Natural Gas
Illinois	11-0388	Electric
Maryland	IR-942	Electric
Massachusetts	EB-055 RA-019	Electric Natural Gas
New Jersey	EA-0040	Electric and Natural Gas
Pennsylvania	A-2009-2100721	Electric
Texas	BR190224	Electric



**PREMIER**  
ENERGY GROUP, LLC

*Explore your options  
Act with confidence*

## Exhibit B-2 Experience & Plans

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

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

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

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



### Exhibit B-3 Summary of Experience

Premier Energy Group, LLC is not currently providing consulting or brokering services to any customers in Ohio.



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

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





## Exhibit C-1 Annual Reports

Premier Energy Group does not produce Annual Reports as we are a privately held limited liability company.



## Exhibit C-2 SEC Filings

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



## Exhibit C-3 Financial Statements

See attached

- Unaudited Financials for 2018 and 2019 YTD

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04/24/20  
Cash Basis

# Premier Energy Group LLC

## Profit & Loss Prev Year Comparison

### January through December 2019

	Jan - Dec 19	Jan - Dec 18
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
4000 • Consulting Income	1,008,892.39	1,163,401.16
4010 • Commission Income Elec	5,050,294.21	5,444,990.66
4020 • Commission Income Gas	2,781,545.24	2,632,817.47
4022 • Demand Response Commission	10,594.30	8,519.11
4023 • Other Fees	0.00	0.00
4025 • Management Fee	0.00	500.00
4026 • Lighting Commission	0.00	21,700.00
4029 • Referral Fee	1,275.00	1,326.05
<b>Total Income</b>	<b>8,852,601.14</b>	<b>9,273,254.45</b>
<b>Gross Profit</b>	<b>8,852,601.14</b>	<b>9,273,254.45</b>
<b>Expense</b>		
6115 • 401k Match	78,439.79	76,122.05
6120 • Bank Service Charges	1,550.33	1,721.78
6140 • Contributions	25,383.30	23,661.13
6145 • Advertising	6,734.00	5,813.00
6160 • Dues and Subscriptions	47,373.70	44,317.28
6175 • Conference, Exhibits and Shows	6,604.21	12,948.01
6180 • Business Insurance	36,992.75	32,604.04
6190 • Insurance	278,146.62	255,969.24
6200 • Interest Expense	0.00	-1.62
6230 • Licenses and Permits	6,255.70	4,845.79
6240 • Miscellaneous	0.00	0.00
6241 • Business Gifts	11,187.95	2,037.82
6245 • Office Expense	20,923.70	51,979.05
6250 • Postage and Delivery	590.34	445.50
6260 • Printing and Reproduction	16.10	0.00
6270 • Professional Fees	48,792.81	48,467.30
6290 • Rent	47,769.06	46,002.54
6300 • Repairs	0.00	25,348.20
6316 • Sub Contractor Payments	2,146,121.84	2,159,818.38
6340 • Telephone	28,531.47	20,999.83
6345 • Internet Access	4,289.74	3,874.40
6350 • Travel & Ent	76,138.94	51,240.43
6390 • Utilities	3,745.22	3,561.55
6540 • Office Equipment	2,796.80	5,289.97
6550 • Office Supplies	4,961.35	8,799.51
6555 • Outside Services	9,942.80	15,755.91
6560 • Payroll Expenses	5,437,334.91	5,585,005.77
6600 • Profit Sharing Expense	80,354.88	77,956.17
6820 • Taxes	163,648.56	163,207.50
6910 • Amortization Expense	3,437.00	3,437.00
<b>Total Expense</b>	<b>8,578,063.87</b>	<b>8,731,227.53</b>
<b>Net Ordinary Income</b>	<b>274,537.27</b>	<b>542,026.92</b>

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Cash Basis

**Premier Energy Group LLC**  
**Profit & Loss Prev Year Comparison**  
January through December 2019

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	<u>Jan - Dec 19</u>	<u>Jan - Dec 18</u>
Other Income/Expense		
Other Income		
7010 - Interest Income	13.90	13.00
7030 - Other Income	0.01	32.70
Total Other Income	<u>13.91</u>	<u>45.70</u>
Net Other Income	<u>13.91</u>	<u>45.70</u>
Net Income	<u><u>274,551.18</u></u>	<u><u>542,072.62</u></u>

**Premier Energy Group LLC**  
**Balance Sheet Prev Year Comparison**  
As of December 31, 2019

	Dec 31, 19	Dec 31, 18
<b>ASSETS</b>		
Current Assets		
Checking/Savings		
1010 · Bank of America - 3550	204,882.06	324,509.07
<b>Total Checking/Savings</b>	<b>204,882.06</b>	<b>324,509.07</b>
<b>Total Current Assets</b>	<b>204,882.06</b>	<b>324,509.07</b>
Fixed Assets		
1500 · Presidential Plaza Partners	2,500.00	2,500.00
1502 · Fixed Term CD MD	11,410.09	11,406.29
1503 · Fixed Term CD DC-E 2013	10,043.59	10,038.56
1504 · Fixed Term CD DC G 2013	10,043.63	10,038.56
<b>Total Fixed Assets</b>	<b>33,997.31</b>	<b>33,983.41</b>
Other Assets		
1650 · Other Asset - Intangible	41,242.00	44,679.00
<b>Total Other Assets</b>	<b>41,242.00</b>	<b>44,679.00</b>
<b>TOTAL ASSETS</b>	<b>280,121.37</b>	<b>403,171.48</b>
<b>LIABILITIES &amp; EQUITY</b>		
Liabilities		
Current Liabilities		
Other Current Liabilities		
2020 · Profit Sharing Payable	80,354.88	77,956.17
<b>Total Other Current Liabilities</b>	<b>80,354.88</b>	<b>77,956.17</b>
<b>Total Current Liabilities</b>	<b>80,354.88</b>	<b>77,956.17</b>
<b>Total Liabilities</b>	<b>80,354.88</b>	<b>77,956.17</b>
Equity		
3000 · Opening Bal Equity	20.08	20.08
3100 · Charles Wilk Equity	-459,875.00	-359,875.00
3200 · Joseph Santo Equity	-459,875.00	-359,875.00
3300 · Richard Albanese Equity	0.00	-153,948.00
3400 · Richard Haynal Equity	-459,875.00	-359,875.00
3502 · Scott K Fawcett Equity	-459,875.00	-359,875.00
3600 · Retained Earnings	1,764,695.23	1,376,570.61
Net Income	274,551.18	542,072.62
<b>Total Equity</b>	<b>199,766.49</b>	<b>325,215.31</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>280,121.37</b>	<b>403,171.48</b>

**Premier Energy Group LLC**  
**Statement of Cash Flows**  
 January through December 2019

	<u>Jan - Dec 19</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	807,569.75
Adjustments to reconcile Net Income to net cash provided by operations:	
1200 · Accounts Receivable	-533,832.73
2000 · Accounts Payable	814.16
2020 · Profit Sharing Payable	2,398.71
Net cash provided by Operating Activities	276,949.89
<b>INVESTING ACTIVITIES</b>	
1502 · Fixed Term CD MD	-3.80
1503 · Fixed Term CD DC-E 2013	-5.03
1504 · Fixed Term CD DC G 2013	-5.07
1650 · Other Asset - Intangible:1651 · Accumulated Amortization	3,437.00
Net cash provided by Investing Activities	3,423.10
<b>FINANCING ACTIVITIES</b>	
3100 · Charles Wilk Equity:3102 · Dividends - C. Wilk	-100,000.00
3200 · Joseph Santo Equity:3202 · Dividends - J. Santo	-100,000.00
3300 · Richard Albanese Equity:3302 · Dividends - R. Albanese	153,948.00
3400 · Richard Haynal Equity:3402 · Dividends - R. Haynal	-100,000.00
3502 · Scott K Fawcett Equity:3503 · Dividends - S. Fawcett	-100,000.00
3600 · Retained Earnings	-153,948.00
Net cash provided by Financing Activities	-400,000.00
Net cash increase for period	-119,627.01
Cash at beginning of period	324,509.07
Cash at end of period	<u><u>204,882.06</u></u>

**Premier Energy Group LLC**  
**Statement of Cash Flows**  
January through December 2018

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	<u>Jan - Dec 18</u>
<b>OPERATING ACTIVITIES</b>	
Net Income	1,145,248.69
Adjustments to reconcile Net Income to net cash provided by operations:	
1200 · Accounts Receivable	-589,130.49
2000 · Accounts Payable	-14,045.58
2020 · Profit Sharing Payable	1,196.43
Net cash provided by Operating Activities	543,269.05
<b>INVESTING ACTIVITIES</b>	
1502 · Fixed Term CD MD	-5.44
1503 · Fixed Term CD DC-E 2013	-4.59
1504 · Fixed Term CD DC G 2013	-4.59
1650 · Other Asset - Intangible:1651 · Accumulated Amortization	3,437.00
Net cash provided by Investing Activities	3,422.38
<b>FINANCING ACTIVITIES</b>	
3100 · Charles Wilk Equity:3102 · Dividends - C. Wilk	-100,000.00
3200 · Joseph Santo Equity:3202 · Dividends - J. Santo	-100,000.00
3400 · Richard Haynal Equity:3402 · Dividends - R. Haynal	-100,000.00
3502 · Scott K Fawcett Equity:3503 · Dividends - S. Fawcett	-100,000.00
Net cash provided by Financing Activities	-400,000.00
Net cash increase for period	146,691.43
Cash at beginning of period	177,817.64
Cash at end of period	<u><u>324,509.07</u></u>





## Exhibit C-4 Financial Arrangements

N/A



## Exhibit C-5 Forecasted Financial Statement

We currently have no natural gas related customers in Ohio



## Exhibit C-6 Credit Rating

N/A



Exhibit C-7 Credit Report

We do not report our financials to Dun & Bradstreet



#### Exhibit C-8 Bankruptcy Information

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



## Exhibit C-9 Merger Information

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



## Exhibit C-10 Corporate Structure

Premier Energy Group, LLC is a stand-alone entity with no affiliate or subsidiary companies.

## Exhibit D-1 Operations

Premier Energy Group, LLC is a leading energy consulting and brokering company providing professional energy procurement and energy management services to commercial and industrial customers throughout the United states, with primary focus on the Northeast and mid-Atlantic regions.

With our extensive experience in the utility and deregulated energy industry, Premier Energy Group provides customized energy management strategy for customers.

### Summary of Services:

- Investigate and analyze opportunities resulting from energy deregulation
- Collect and assess energy data
- Create and implement deregulation strategy and goals
- Develop RFP from licensed suppliers, analyze responses, provide recommendations
- Review and negotiation energy supply contracts
- Act as utility and /or supplier liaison for service issues
- Utility rate review
- Monitor energy markets to help identify future purchasing opportunities.





*Explore your options  
Act with confidence*

## Exhibit D-2 Operations Expertise

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

### Principals Background

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

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

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

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



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Act with confidence*

### Exhibit D-3 Key Technical Personnel

Richard Haynal  
Principal  
Director-Business Development  
[rhaynal@premierenergygroup.com](mailto:rhaynal@premierenergygroup.com)  
732-302-0602

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

Joseph Santo  
Principal  
Director-Business Development  
[jsanto@premierenergygroup.com](mailto:jsanto@premierenergygroup.com)  
732-302-0603

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

Charles Wilk  
Principal  
Director-Business Development  
[cwilk@premierenergygroup.com](mailto:cwilk@premierenergygroup.com)  
732-302-0604

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

Scott Fawcett  
Principal  
Director-Business Development  
[sfawcett@premierenergygroup.com](mailto:sfawcett@premierenergygroup.com)  
732-302-0608

- Scott K. Fawcett has more than 25 years of energy industry experience. In the deregulated arena, he has been focused on supporting industrial and commercial end users of natural gas and electricity in the development and execution of risk management and purchasing

strategies. Prior to deregulation, Scott spent six years with Public Service Electric and Gas Company (PSE&G) managing the energy needs of some of the largest commercial and industrial end users in New Jersey. Scott received his Bachelor's degree in Industrial Engineering from Rutgers College of Engineering and his MBA from Fairleigh Dickinson University. Scott is a Certified Energy Manager (CEM) and past President of the NJ Chapter of the NJ Association of Energy Engineers