

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of KOBIONA LLC, d/b/a \_\_\_\_\_, for approval to offer, render, furnish, or supply natural gas supply services as a(n) [as specified in item #4b below] to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

### 1. IDENTIFICATION AND CONTACT INFORMATION

- a. **IDENTITY OF THE APPLICANT:** Provide name (including any fictitious name or d/b/a), primary address, web address, and telephone number of Applicant:

KOBIONA LLC  
67 West Main St., Suite 412, Clinton, CT 06413  
www.kobiona.com  
203-672-5962

- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.

Registered Agent Solutions, Inc.  
126 Locust Street, Harrisburg, PA 17101  
888-705-7274

- c. **REGULATORY CONTACT:** Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application should be addressed.

Justin Vissat, Managing Partner  
67 West Main St., Suite 412, Clinton, CT 06413  
p: 203-672-5962 / f: 203-916-1023  
jvissat@kobiona.com

Jennifer Selzer, Director of Client Fulfillment  
140 Grand Street, Suite 300, White Plains, NY 10601  
p: 800-292-0909 x 328 / f: 212-672-1105  
jselzer@licenselogix.com

- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

Joshua A. Hawks-Ladds  
PULLMAN & COMLEY, LLC  
90 State House Square Hartford, CT 06103  
860-541-3306  
jhawks-ladds@pullcom.com

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS:** Provide the name, title, address, telephone number, fax number, and e-mail OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED) responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Natural Gas Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed NGSS.

Justin Vissat, Managing Partner  
67 West Main St., Suite 412, Clinton, CT 06413  
p: 203-672-5962 / f: 203-916-1023  
jvissat@kobiona.com

Brian Choquette, Managing Partner  
67 West Main St., Suite 412, Clinton, CT 06413  
p: 203-672-6605 / f: 203-916-1023  
bchoquette@kobiona.com

## 2. BUSINESS ENTITY FILINGS AND REGISTRATION

a. **FICTITIOUS NAME:** *(Select appropriate statement and provide supporting documentation as listed.)*

The Applicant will be using a fictitious name or doing business as ("d/b/a")

Provide a copy of the Applicant's filing with Pennsylvania's Department of State Pursuant to 54 Pa. C.S. §311.

**Or**

The Applicant will not be using a fictitious name.

b. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

*(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)*

The Applicant is a sole proprietor.

- If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa. C.S. §4124 relating to Department of State filing requirements.

**Or**

The Applicant is a:

- domestic general partnership (\*)
- domestic limited partnership (15 Pa. C.S. §8511)
- foreign general or limited partnership (15 Pa. C.S. §4124)
- domestic limited liability partnership (15 Pa. C.S. §8201)
- foreign limited liability general partnership (15 Pa. C.S. §8211)
- foreign limited liability limited partnership (15 Pa. C.S. §8211)

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- \* If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

**OR**

The Applicant is a:

- domestic corporation (15 Pa. C.S. §1308)
- foreign corporation (15 Pa. C.S. §4124)
- domestic limited liability company (15 Pa. C.S. §8913)
- foreign limited liability company (15 Pa. C.S. §8981)
- Other (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Exhibit A
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation. Exhibit A
- Give name and address of officers.  
Exhibit B

### 3. AFFILIATES AND PREDECESSORS

*(both in state and out of state)*

a. **AFFILIATES:** Give name and address of any affiliate(s) currently doing business and state whether the affiliate(s) are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.

N/A. KOBIONA LLC currently does not have any affiliates.

b. **PREDECESSORS:** Identify the predecessor(s) of the Applicant and provide the name(s) under which the Applicant has operated within the preceding five (5) years, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

KOBIONA LLC was previously known as Strategic Energy Partners LLC. The name was changed to KOBIONA LLC on 12/18/2017.

Strategic Energy Partners LLC was located at 769 Newfield St., Ste. 5, Middletown, CT 06457. The business address was changed to 67 West Main St., Ste. 412, Clinton, CT 06413 on 01/10/2018.

#### 4. OPERATIONS

a. **APPLICANT'S PRESENT OPERATIONS:** *(select and complete the appropriate statement)*

Definitions

- Supplier – an entity which provides natural gas supply services to retail gas customers utilizing the jurisdictional facilities of a natural gas distribution company
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of natural gas but does not take title to the natural gas.

- The Applicant is presently doing business in Pennsylvania as a
- natural gas interstate pipeline
  - municipality providing service outside its municipal limits
  - local gas distribution company
  - retail supplier of natural gas services in the Commonwealth
  - a natural gas producer
  - a broker/marketer engaged in the business of supplying natural gas services
  - Other. (Identify the nature of service being rendered)

**OR**

- The Applicant is not presently doing business in Pennsylvania.

b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- Supplier or Aggregator of natural gas services
- Municipal supplier of natural gas services
- Cooperative supplier of natural gas services
- Broker/Marketer engaged in the business of supplying natural gas services
  - Check here to verify that your organization will not be taking title to the natural gas nor will you be making payments for customers.
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the natural gas supply services which the Applicant proposes to offer.

KOBIONA LLC provides competitive supplier bids to customers and assists them with the process of contracting directly with their chosen supplier. We also provide ongoing energy management consulting throughout their engagement with KOBIONA.

d. **PROPOSED SERVICE AREA:** Check the box of each Natural Gas Distribution Company for which the Applicant proposes to provide service.

- |  |   |
|--|---|
| <input type="checkbox"/> Columbia                            | <input type="checkbox"/> Peoples Gas Company          |
| <input type="checkbox"/> National Fuel Gas                   | <input type="checkbox"/> Philadelphia Gas Works       |
| <input type="checkbox"/> PECO                                | <input type="checkbox"/> UGI Utilities – Gas Division |
| <input type="checkbox"/> Peoples Natural Gas Company         | <input type="checkbox"/> Valley Energy                |
| <input type="checkbox"/> Peoples Natural Gas – Equitable Div |   |
|  | <input checked="" type="checkbox"/> All of the above  |

e. **CUSTOMERS:** Applicant proposes to provide services to:

- Residential Customers
- Small Commercial Customers - (Less than 6,000 Mcf annually)
- Residential and Small Commercial as Mixed Meter ONLY (CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE)
- Large Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above (Except Mixed Meter)
- Other (Describe):

f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth.

Upon licensure.

## 5. COMPLIANCE

- a. **CRIMINAL/CIVIL PROCEEDINGS:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

Identify all such proceedings (active or closed), by name, subject and citation; whether before an administrative body or in a judicial forum. If the Applicant has no proceedings to list, explicitly state such.

None

- b. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any such proceedings listed above.

N/A

- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. **Applicant should also include if it had a Pennsylvania PUC EGS or NGS license previously cancelled by the Commission.** If the Applicant has no actions or complaints to list, explicitly state such.

None

- d. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any actions listed above.

N/A

## 6. PROOF OF SERVICE

**Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.**  
*(Example Certificate of Service is attached at Appendix C)*

Exhibit C

- a.) **STATUTORY AGENCIES:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, provide proof of service of a signed and verified Application with attachments on the following:

Office of Consumer Advocate  
5th Floor, Forum Place  
555 Walnut Street  
Harrisburg, PA 17120

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

Office of the Small Business Advocate  
Commerce Building, Suite 202  
300 North Second Street  
Harrisburg, PA 17101

Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Compliance  
Harrisburg, PA 17128-0946

Bureau of Investigation & Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2 West  
Harrisburg, PA 17120

b.) **NGDCs:** Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, provide Proof of Service of the Application and attachments upon each of the Natural Gas Distribution Companies the Applicant proposed to provide service in. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14. Contact information for each NGDC is as follows.

|   |  |
|---|--|
| <p><b>Columbia Gas of PA, Inc.</b><br/> Michele Caddell<br/> 290 W. Nationwide Blvd.<br/> Columbus, OH 43215<br/> PH: 614.460.6841<br/> FAX: 614.460.8447<br/> e-mail: <a href="mailto:mcaddell@nisource.com">mcaddell@nisource.com</a></p>   |  |
| <p><b>Peoples Natural Gas Company LLC – Equitable Division</b><br/> Carol Scanlon<br/> 375 North Shore Drive<br/> Pittsburgh, PA 15212<br/> PH: 412.208.6931<br/> FAX: 412.208.6577<br/> e-mail: <a href="mailto:Carol.Scanlon@peoples-gas.com">Carol.Scanlon@peoples-gas.com</a></p> | <p><b>National Fuel Gas Distribution Corp.</b><br/> Joanne E. Maciok<br/> 6363 Main Street<br/> Williamsville, NY 14221<br/> PH: 716.857.7670<br/> FAX: 716.857.7479<br/> e-mail: <a href="mailto:maciokj@natfuel.com">maciokj@natfuel.com</a></p>                             |
| <p><b>Peoples Natural Gas Company LLC</b><br/> Carol Scanlon<br/> 375 North Shore Drive<br/> Pittsburgh, PA 15212<br/> PH: 412.208.6931<br/> FAX: 412.208.6577<br/> e-mail: <a href="mailto:Carol.Scanlon@peoples-gas.com">Carol.Scanlon@peoples-gas.com</a></p>                      | <p><b>PECO</b><br/> Carlos Thillet, Manager, Gas Supply and Transportation<br/> 2301 Market Street, S9-2<br/> Philadelphia, PA 19103<br/> PH: 215.841.6452<br/> Email: <a href="mailto:carlos.thillet@exeloncorp.com">carlos.thillet@exeloncorp.com</a></p>                    |
| <p><b>Peoples Gas Company LLC</b><br/> Carol Scanlon<br/> 375 North Shore Drive<br/> Pittsburgh, PA 15212<br/> PH: 412.208.6931<br/> FAX: 412.208.6577<br/> e-mail: <a href="mailto:Carol.Scanlon@peoples-gas.com">Carol.Scanlon@peoples-gas.com</a></p>                              | <p><b>Philadelphia Gas Works</b><br/> Ryan Reeves, Director Supply Transportation &amp; Control<br/> 800 West Montgomery Avenue<br/> Philadelphia, PA 19122<br/> PH: 215.787.5103<br/> email: <a href="mailto:pgwchoicesupply@pgworks.com">pgwchoicesupply@pgworks.com</a></p> |
| <p><b>Valley Energy Inc.</b><br/> Ed Rogers<br/> 523 South Keystone Avenue<br/> Sayre, PA 18840-0340<br/> PH: 570.888-9664<br/> FAX: 570.888.6199<br/> email: <a href="mailto:erogers@ctenterprises.org">erogers@ctenterprises.org</a></p>  | <p><b>UGI Utilities, Inc. – Gas Division</b><br/> David Lahoff<br/> 2525 N. 12<sup>th</sup> Street, Suite 360<br/> Reading, PA 19612-2677<br/> PH: 610.796.3520<br/> Email: <a href="mailto:dlahoff@uqi.com">dlahoff@uqi.com</a></p>   |

## 7. FINANCIAL FITNESS

- a. **BONDING:** In accordance with 66 Pa. C.S. Section 2208(c), no natural gas supplier license shall be issued or remain in force unless the applicant or holder furnishes a bond or other security in a form and amount to ensure the financial responsibility of the natural gas supplier. The criteria used to determine the amount and form of such bond or other security shall be set by each NGDC. Provide documentation that the applicant has met the security requirement of each NGDC by submitting the letters sent by the NGDCs stating what bonding amounts they require. The contact information is located in Section 6.b.

Exhibit D

- b. **FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

Exhibit E

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
  - Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
  - Applicant's accounting statements, including balance sheet and income statements for the past two years.
  - Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.
  - A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
  - Audited financial statements exhibiting accounts over a minimum two year period.
  - Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.
- c. **SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

N/A

- d. **BROKER PAYMENT STRUCTURE:** If applicant is a broker/marketer, explain how your organization will be collecting your fees.

KOBIONA LLC provides competitive supplier bids to customers and assists them with the process of contracting directly with their chosen supplier. We do not take title to the power, so we do not bill the customer. KOBIONA LLC is paid directly by the supplier monthly.



- e. **ACCOUNTING RECORDS CUSTODIAN:** Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.

Justin Vissat, Managing Partner  
67 West Main St., Suite 412, Clinton, CT 06413  
p: 203-672-5962 / f: 203-916-1023  
jvissat@kobiona.com

- f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix D to this application. Exhibit F

*All sections of the Tax Certification Statement must be completed. Absence (submitting N/A) of any of the TAX identifications numbers (items 7A through 7C) shall be accompanied by supporting documentation or an explanation validating the absence of such information.*

*Items 7A and 7C on the Tax Certification Statement are designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.*

## 8. TECHNICAL FITNESS:

To ensure that the present quality and availability of service provided by natural gas distribution companies does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided.

- a. **EXPERIENCE, PLAN, STRUCTURE:** such information may include:  
Exhibit G

- Applicant's previous experience in the natural gas industry.
- Summary and proof of licenses as a supplier of natural gas services in other states or jurisdictions.
- Type of customers and number of customers Applicant currently serves in other jurisdictions.
- Staffing structure and numbers as well as employee training commitments.
- Business plans for operations within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

- b. **PROPOSED MARKETING METHOD** (*check all that apply*)

- Internal – Applicant will use its own internal resources/employees for marketing
- External NGS – Applicant will contract with a **PUC LICENSED NGS**
- Affiliate – Applicant will use a **NON-NGS affiliate that is a nontraditional marketer and/or marketing services consultant**
- External Third-Party – Applicant will contract with a **NON-NGS third party nontraditional marketer and/or non-selling marketer**
- Other (Describe):

c. **DOOR TO DOOR SALES:** Will the Applicant be implementing door to door sales activities?

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

d. **OVERSIGHT OF MARKETING:** Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors.

Cold Calling, Networking Groups, Mailed information upon request of the client. Website, professional networking sites.

e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience.

Justin Vissat, Managing Partner  
67 West Main St., Suite 412, Clinton, CT 06413  
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67 West Main St., Suite 412, Clinton, CT 06413  
p: 203-672-6605 / f: 203-916-1023  
bchoquette@kobiona.com

Exhibit H

## 9. **DISCLOSURE STATEMENT:**

*(Not applicable for an applicant applying for a license exclusively as a broker/marketer.)*

**DISCLOSURE STATEMENTS:** If proposing to serve Residential and/or Small Commercial (less than 6,000 Mcf annually) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix E to this Application.

- Natural gas should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

## 10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 62.114.

AGREED

- b. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission:

- Reports of Gross Receipts: Applicant shall file an annual report with the Commission on an annual basis no later than April 30<sup>th</sup> following the end of the calendar year per 52 Pa. Code § 62.110.

AGREED

- c. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa. C.S. § 2208(d). Transferee will be required to file the appropriate licensing application.

AGREED

- d. **ANNUAL FEES:** The Public Utility Code authorizes the PUC to collect an annual fee of \$350 from suppliers, brokers, marketers, and aggregators selling natural gas in the Commonwealth of PA, and a supplemental fee based on annual gross intrastate revenues, applicable to suppliers only.

ACKNOWLEDGED

- e. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur to the information upon which the Commission relied in approving the original filing. See 52 Pa. Code § 62.105.

AGREED

- f. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

AGREED

- g. NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within thirty (30) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 62.105.



AGREED

- h. CEASING OF OPERATIONS:** Applicant is also required to officially notify the Commission if it plans to cease doing business in Pennsylvania, 90 days prior to ceasing operations.



AGREED

- i. FILING FEE:** The Applicant has enclosed or paid the required, non-refundable filing fee by **CERTIFIED CHECK OR MONEY ORDER** in the amount of \$350.00 payable to the Commonwealth of Pennsylvania. The Commission does not accept corporate or personal checks for filing fees.

**PAYMENT ENCLOSED**

## **11. AFFIDAVITS**

**(All affidavits must be notarized before filing.)**

- a.) APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.
- b.) OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the Public Utility Code of Pennsylvania and applicable federal and state laws. An example copy of this Affidavit can be found at Appendix B.

## 12. NEWSPAPER PUBLICATIONS

**Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.**

Exhibit I

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. The newspapers in which proof of publication are required is dependent on the service territories the applicant is proposing to serve.

The chart below dictates which newspapers are necessary for each NGDC. For example, an applicant that wants to operate in Peoples – Equitable would need to run ads in both The Erie Times-News and the Pittsburgh Post-Gazette. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and must be supplied with this application. Applicants do not need a docket number in their publication. Docket numbers will be issued when all criteria on the item 14 checklist (see below) are satisfied.

|                          | Erie Times-News | Harrisburg Patriot-News | Philadelphia Daily News | Pittsburgh Post-Gazette | Scranton Times-Tribune | Williamsport Sun-Gazette | Johnstown Tribune-Democrat |
|--------------------------|-----------------|-------------------------|-------------------------|-------------------------|------------------------|--------------------------|----------------------------|
| Columbia Gas             | X               | X                       |                         | X                       |                        | X                        | X                          |
| National Fuel Gas        | X               |                         |                         | X                       |                        |                          |                            |
| PECO                     |                 |                         | X                       |                         |                        |                          |                            |
| Peoples - Equitable      | X               |                         |                         | X                       |                        |                          |                            |
| Peoples Natural Gas      | X               |                         |                         | X                       |                        |                          | X                          |
| Peoples Gas Company      |                 |                         |                         | X                       |                        |                          |                            |
| Philadelphia Gas Works   |                 |                         | X                       |                         |                        |                          |                            |
| UGI Utilities – Gas Div. | X               | X                       | X                       | X                       | X                      | X                        | X                          |
| Valley Energy            |                 |                         |                         |                         | X                      | X                        |                            |
| Entire Commonwealth      | X               | X                       | X                       | X                       | X                      | X                        | X                          |

*(Example Publications are provided at Appendices F and G)*

## 13. SIGNATURE

Applicant: KOBIONA LLC

By:  Justin Vissat

Title: Managing Member

## 14. CHECKLIST

For the applicant's convenience, please use the following checklist to ensure all relevant sections are complete. The Commission Secretary's Bureau will not accept an application unless each of the following sections is complete.

**Applicant:** KOBIONA LLC

|   |   |  |
|---|---|--|
|   | <b>Signature</b>  |  |
| X | <b>Filing Fee (ONLY CERTIFIED CHECK OR MONEY ORDER)</b> |  |
| X | <b>Application Affidavit</b>                            |  |
| X | <b>Operations Affidavit</b>                             |  |
| X | <b>Proof of Publication</b>                             |  |
| X | <b>Tax Certification Statement</b>                      |  |
| X | <b>Commonwealth Department of State Verification</b>    |  |
| X | <b>Certificate of Service</b>                           |  |

Applicant's Use

PUC Secretary's Bureau Use

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Connecticut :

ss.

County of Middlesex :

Justin Vissat, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the Managing Member (Office of Affiant) of KOBIONA LLC (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]


That the Applicant herein KOBIONA LLC has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa. C.S. § 2208 (c)(1).

That the Applicant herein KOBIONA LLC has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein KOBIONA LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein KOBIONA LLC acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

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

  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 2<sup>nd</sup> day of April, 2019.

  
\_\_\_\_\_  
Signature of official administering oath

My Commission Expires March 31, 2022

My commission expires \_\_\_\_\_.

**Appendix B**

**OPERATIONS AFFIDAVIT**

[Commonwealth/State] of Connecticut :

ss.

County of Middlesex :

Justin Vissat, Affiant, being duly [sworn/affirmed] according to law,  
deposes and says that:

[He/she is the Managing Member (Office of Affiant) of KOBIONA LLC  
(Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That KOBIONA LLC, the Applicant herein, acknowledges that [Applicant] may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That KOBIONA LLC, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render natural gas supply service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That KOBIONA LLC, the Applicant herein, certifies to the Commission that it is subject to, will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 22 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28 shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional natural gas sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.



**Appendix B (Continued)**

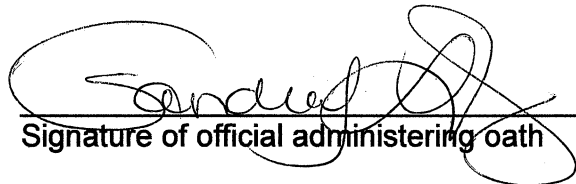
That KOBIONA LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506 and the standards and billing practices of 52 PA. Code Chapter 56.

That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Office of Communications or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.

  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 2<sup>nd</sup> day of April, 2019.

  
\_\_\_\_\_  
Signature of official administering oath

My commission expires ~~My Commission Expires March 31, 2022~~.

**Exhibit A**

Office of the Secretary of the State of Connecticut

I, the Connecticut Secretary of the State, and keeper of the seal thereof,  
DO HEREBY CERTIFY, that articles of organization for

KOBIONA LLC

a domestic limited liability company, were filed in this office on April 30, 2015.

Articles of amendment for STRATEGIC ENERGY PARTNERS LLC, changing its name to  
KOBIONA LLC, were filed on December 18, 2017.

Articles of dissolution have not been filed, and so far as indicated by the records of this office such  
limited liability company is in existence.



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Secretary of the State

Date Issued: November 09, 2018



# SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470  
DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106  
PHONE: 860-509-6003 WEBSITE: [www.concord-sots.ct.gov](http://www.concord-sots.ct.gov)

## ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY - DOMESTIC

C.G.S. §§34-120; 34-121

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTAC

FILING #0005325179 PG 01 OF 02 VOL B-02060  
FILED 04/30/2015 03:19 PM PAGE 03664  
SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE

**FILING PARTY** (CONFIRMATION WILL BE SENT TO THIS

NAME: Steven C. Miller

ADDRESS: PO Box 26

CITY: Plainville

STATE: CT

ZIP: 06062

OF THE STATE"

**1. NAME OF LIMITED LIABILITY COMPANY - REQUIRED:** (MUST INCLUDE BUSINESS DESIGNATION I.E. LLC, L.L.C., ETC.)

**Strategic Energy Partners LLC**

**2. DESCRIPTION OF BUSINESS TO BE TRANSACTED OR PURPOSE TO BE PROMOTED - REQUIRED:**

ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

**Energy Aggregation and Consultation Services**

**3. LLC'S PRINCIPAL OFFICE ADDRESS - REQUIRED:** (NO P.O. BOX) PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE.

ADDRESS: 22 Pine Street, Suite 103C

CITY: Bristol

STATE: CT

ZIP: 06010

**4. MAILING ADDRESS, IF DIFFERENT THAN #3:** PROVIDE FULL ADDRESS. "SAME AS ABOVE" NOT ACCEPTABLE.

ADDRESS: 22 Pine Street, Suite 103C

CITY: Bristol

STATE: CT

ZIP: 06010

**5. APPOINTMENT OF STATUTORY AGENT FOR SERVICE OF PROCESS - REQUIRED:** (COMPLETE A OR B NOT BOTH)

**A. IF AGENT IS AN INDIVIDUAL.**

PRINT OR TYPE FULL LEGAL NAME:

**Steven C. Miller**

**BUSINESS ADDRESS**

(P.O. BOX NOT ACCEPTABLE) IF NONE, MUST STATE "NONE"

ADDRESS: None

CITY:

STATE:

ZIP:

**CONNECTICUT RESIDENCE ADDRESS**

(P.O. BOX NOT ACCEPTABLE)

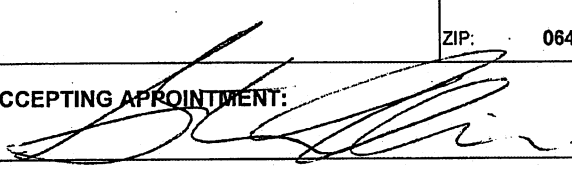
ADDRESS: 460 Cook Hill Road

CITY: Cheshire

STATE: CT

ZIP: 06410

**SIGNATURE ACCEPTING APPOINTMENT:**

 4/28/2015

B. IF AGENT IS A BUSINESS:  
 PRINT OR TYPE NAME OF BUSINESS AS IT APPEARS ON OUR RECORDS:

**CT BUSINESS ADDRESS (P.O. BOX UNACCEPTABLE)**

ADDRESS:

CITY:

STATE:

ZIP:

SIGNATURE ACCEPTING APPOINTMENT ON BEHALF OF AGENT:

PRINT NAME & TITLE OF PERSON SIGNING:

**6. MANAGER OR MEMBER INFORMATION-REQUIRED: (MUST LIST AT LEAST ONE MANAGER OR MEMBER OF THE LLC.)**  
 ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

| NAME             | TITLE  | BUSINESS ADDRESS<br>(No. P.O Box)<br>IF NONE, MUST STATE "NONE" | RESIDENCE ADDRESS:<br>(No. P.O Box)      |
|------------------|--------|---|--|
| Steven C. Miller | Member | None  | 460 Cook Hill Road<br>Cheshire, CT 06410 |
|                  |        |   |  |

**7. MANAGEMENT - PLACE A CHECK NEXT TO THE FOLLOWING STATEMENT ONLY IF IT APPLIES**

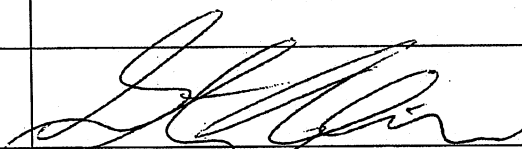
MANAGEMENT OF THE LIMITED LIABILITY COMPANY SHALL BE VESTED IN A MANAGER OR MANAGERS

**8. ENTITY EMAIL ADDRESS-REQUIRED: (IF NONE, MUST STATE "NONE.")**

Stevenmiller23@gmail.com

**9. EXECUTION: (SUBJECT TO PENALTY OF FALSE STATEMENT)**

DATED THIS 28th DAY OF April, 2015

| NAME OF ORGANIZER<br>(PRINT OR TYPE) | SIGNATURE  |
|--------------------------------------|--|
| Steven C. Miller                     |  |

AN ANNUAL REPORT WILL BE DUE YEARLY IN THE ANNIVERSARY MONTH THAT THE ENTITY WAS FORMED/REGISTERED AND CAN BE EASILY FILED ONLINE @ [www.concord-sofs.ct.gov](http://www.concord-sofs.ct.gov)  
 CONTACT YOUR TAX ADVISOR OR THE TAXPAYER SERVICE CENTER AT THE DEPARTMENT OF REVENUE SERVICES AS TO ANY POTENTIAL TAX LIABILITY RELATING TO YOUR BUSINESS, INCLUDING QUESTIONS ABOUT THE BUSINESS ENTITY TAX.  
 TAX PAYER SERVICE CENTER: (800) 382-9463 OR (860) 297-5962 OR GO TO [www.ct.gov/drs](http://www.ct.gov/drs)

**OPERATING AGREEMENT OF  
STRATEGIC ENERGY PARTNERS, LLC**

**ARTICLE I**

**DEFINITIONS**

Section 1.1 **Definitions.** The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) "Articles of Organization" shall mean the Articles of the Strategic Energy Partners, L.L.C. as filed with the Secretary of the State of Connecticut, as the same may be amended from time to time. A copy of the Articles of Organization are attached hereto as Schedule A.

(b) "Capital Account" as of any given date shall mean the Capital Contribution to the Company by the Member as adjusted up to the date in question pursuant to Article VII.

(c) "Capital Contribution" shall mean any agreed contribution to the capital of the Company in cash, property or services by the Member, whenever made.

"Initial Capital Contribution" shall mean the initial contribution to the capital of the Company pursuant to this Operating Agreement as set forth on Schedule A attached hereto.

(d) "Company Interest" shall mean with respect to the Member, such Member's interest in the profits and losses of the Company as set forth on Schedule B attached hereto.

(e) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "Connecticut Act" shall mean the Connecticut Limited Liability Company Act (P.A. 93-267).

(g) "Company" shall refer to Strategic Energy Partners, L.L.C.

(h) "Deficit Capital Account" shall mean, with respect to the Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year.

(i) "Distributable Cash" means all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; (iii) such Reserves as the manager, or controlling member, deem reasonably necessary to the proper operation of the Company's business.

(j) "Economic Interest" shall mean the Member's Economic Interest in the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Connecticut Act, but shall not include any right to participate in the management or affairs of the Company, including the right to vote on, consent to or otherwise participate in any decision of the Members or Managers.

(k) "Economic Interest Owner" shall mean the owner of an Economic Interest who is not a Member.

(l) "Entity" shall mean a general partnership, a limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation or any other legal or commercial entity.

(m) "Event of Dissociation" means an event that causes a person to cease to be a Member, as provided in Section 41 of the Connecticut Act.

(n) "Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

(o) "Gifted Member" shall mean any Member or Economic Interest Owner who gifts, bequeaths or otherwise transfers for no consideration (by operation of law or otherwise, except with respect to bankruptcy) all or any part of its Membership Interest or Economic Interest.

(p) "Majority Interest" shall mean one or more interests of Members which taken together exceed fifty (50%) percent of the aggregate of all Company Interests.

(q) "Manager" shall mean one or more managers designated in the manner provided in this Operating Agreement.

(r) "Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members as permitted herein. To the extent a Manager has acquired a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest, and the term "Member" as used herein shall include a Manager to the extent he has acquired such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

(s) "Membership Interest" shall mean a Member's entire interest in the Company including such Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement of the Connecticut Act.

(t) "Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions and



credits of the Company in the aggregate or separately stated, as appropriate, determined in accordance with the method of accounting selected by the Members at the close of each fiscal year on the Company's information tax return filed for federal income tax purposes.

(u) "Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

(v) "Person" shall mean an individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

(w) "Reserves" shall mean, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Members for capital expenditures, working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

(x) "Selling Member" shall mean any Member or Economic Interest Owner which sells, assigns, or otherwise transfers for consideration all or any portion of its Membership Interest or Economic Interest.

(y) "Transferring Member" shall collectively mean a Selling Member and a Gifting Member.

(z) "Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code in effect as of the date of filing the Articles of Organization and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

## **ARTICLE II**

### **FORMATION OF COMPANY**

Section 2.1 Formation. The Company was formed as a limited liability company under the Connecticut Act by the filing of its Articles of Organization with the Secretary of State of Connecticut.

## **ARTICLE III**

### **BUSINESS OF THE COMPANY**

Section 3.1 Permitted Business. The business of the Company shall be as set forth in the Company's Articles of Incorporation.

## **ARTICLE IV**

### **NAMES AND ADDRESSES OF MEMBERS/PRINCIPAL OFFICE OF COMPANY**

Section 4.1 Name and Address of the Member. The names and addresses of the initial Members and the Company's principal office address are as set forth on Schedule A attached hereto and incorporated herein by reference.

## **ARTICLE V**

### **RIGHTS AND DUTIES**

Section 5.1 Management. Except as otherwise expressly provided herein, and pursuant to C.G.S. §34-140, the management, governance, business and affairs of the Company shall be conducted by its Members. Members actively involved in the management of the Company shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's

business. If a need arises for the appointment of a manager or managers by the Members, said manager(s) may exercise all of the powers delegated to the manager(s) herein and may take any action permitted to be taken by the manager(s), unless the approval of more than one of the Members is expressly required pursuant to this Operating Agreement.

Section 5.2 Number, Identity, Tenure and Qualifications. The Company shall initially have no Manager(s). Although it is expected that the Members shall have certain clerical tasks and responsibilities that other Members do not, those Members taking on said responsibilities are doing so voluntarily and without compensation (unless otherwise ordered by a majority vote of the Members).

The number of Managers of the Company shall be fixed from time to time by the affirmative vote or written consent of Members holding a majority of all Company interests. Each Manager shall hold office until his successor shall have been elected and qualified or such earlier time as he may resign or be removed as provided herein. Managers shall be elected by the affirmative vote or written consent of Members holding at least a majority interest. A Manager must be a Member and have at least a 20% ownership interest in all profits and losses of the Company.

Section 5.3 Certain Powers of Managers. Without limiting the generality of Section 5.1, the Managers shall have the following power and authority on behalf of the Company:

- (a) To acquire property from any person as the Managers may determine;
- (b) To borrow money for the Company from Banks, other lending institutions, the Managers, Members, or affiliates of the Managers or Members on such terms as the Members deem appropriate, and in connection therewith, to mortgage, hypothecate, encumber and grant

security interests in the assets of the Company to secure repayment of the borrowed sums;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own any real and/or personal properties in the name of the Company;

(e) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) Upon the affirmative vote or written consent Members holding at least a majority of all Membership Interests, to sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation: checks; drafts; notes and other negotiable instruments; deeds; mortgages; or deeds of trust; security agreements; financing statements; documents providing for the acquisition; mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements; operating agreements of other limited liability companies; and any other instruments or documents necessary or appropriate, in the opinion of the Members, to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(i) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Members may approve; and

(j) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to so do by this Operating Agreement or by written authorization of the Members of the Company, no attorney-in-fact, employee or other agent of the Company shall have the power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Manager shall have the power or authority to bind the Company unless the Manager has been authorized by the Members to act as an agent of the Company in accordance with the previous sentence.

Section 5.4 Managers Have No Exclusive Duty to Company. The Managers shall not be required to manage the Company as their sole and exclusive function and they may have other business interests and may engage in other activities in addition to those relating to the Company.

Section 5.5 Bank Accounts. The Managers may from time to time open bank accounts in the name of the Company, and the Managers shall be the sole signatories thereon, unless the Members determine otherwise.

Section 5.6 Company Books. In accordance with Section 9.2 herein, the Managers shall maintain and preserve, during the term of the Company, and for five (5) years thereafter, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member and Economic Interest Owner shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's and Economic Interest Owner's expense.

Section 5.7 Indemnity of Managers. The Company shall indemnify the Managers from and against any claim by any third party seeking monetary damages against such Manager arising out of such Manager's performance of his duties in good faith in accordance with Section 22 of the Connecticut Act.

Section 5.8 Resignation. Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.9 Removal. Any Manager may be removed at any time, with or without cause, by the affirmative vote or written consent of Members holding a majority interest.

Section 5.10 Vacancies. Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote or written consent of Members holding a majority interest.

Section 5.11 Compensation of Managers. The Managers shall receive such compensation for their services, as shall be determined from time to time by the Members holding at least a majority of all Membership Interests.

## **ARTICLE VI**

### **RIGHTS AND OBLIGATIONS OF MEMBERS**

Section 6.1 Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Connecticut Act and other applicable law.

Section 6.2 List of Members. Upon written request of any Member, the Members shall provide a list showing the names, addresses and Membership Interests and Economic Interests of all Members.

Section 6.3 Approval of Sale of All Assets. The Members shall have the right, by the affirmative vote or written consent of Members holding at least a majority of all Company

Interests, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan.

Section 6.4 Priority and Return of Capital. Except as may be expressly provided in Article IX, no Member or Economic Interest Owner shall have priority over any other Member or Economic Interest Owner, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to repayment of loans (as distinguished from Capital Contributions) which a Member has made to the Company.

Section 6.5 Right of First Refusal. Each Member shall have the right of first refusal to buy another Member's ownership interest in the Company.

## ARTICLE VII

### CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

Section 7.1 Members' Capital Contributions. Each Member shall contribute such cash, property or services as is set forth in **Schedule B** hereto as his share of the Initial Capital Contribution.

Section 7.2 Additional Contributions. Except as set forth in Section 7.1, no Member shall be required to make any Capital Contribution. The Members may determine from time to time that additional Capital Contributions are necessary or appropriate in connection with the conduct of the Company's business (including without limitation, expansion or diversification or to meet operating deficits). In such event, the Members shall have the opportunity (but not the obligation) to participate in such additional Capital Contributions on a pro rata basis in accordance with their Company Interests.

Section 7.3 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. In general, each Member's Capital Account will be: (I) increased by (i) the amount of money contributed by such Member to the Company; (ii) the agreed fair market value of property or services contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); and (iii) allocations to such Member of Net Profits, and (II) decreased by (i) the amount of money distributed to such Member by the Company; (ii) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); and (iii) allocations to the account of such Member Net Losses. Capital Accounts will be maintained in accordance with the requirements of 704(b) of the Code and the Treasury Regulations promulgated thereunder.

(b) In the event of a permitted sale or exchange of a Membership Interest or an Economic Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with Section 1.704-1(b) (2) (iv) of the Treasury Regulations.

(c) Upon liquidation of the Company (or the Member's Membership Interest or Economic Interest Owner's Economic Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members and Economic Interest Owners, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty (60) days of the end of the taxable year (or, if later, within one hundred twenty (120)



days after the date of liquidation). The Company may offset damages for breach of this Operating Agreement by a Member or Economic Interest Owner whose interest is liquidated either upon the withdrawal of the Member or the liquidation of the Company against the amount otherwise distributable to such Member.

(d) Except as otherwise required in the Connecticut Act (and subject to Section 7.1 and 7.2 above), no Member or Economic Interest Owner shall have any liability to restore all or any portion of a deficit balance in such Member's or Economic Interest Owner's Capital Account. Notwithstanding same, each Member shall maintain a minimum balance of \$\_\_\_\_\_ in their respective Capital Accounts.

#### **ARTICLE VIII**

#### **ALLOCATIONS, INCOME TAX AND DISTRIBUTIONS**

Section 8.1 Allocations of Profits and Losses. The Net Profits and Net Losses of the Company for each Fiscal Year will be allocated to the Members in the manner determined by the Members to reasonably reflect the Member's interest in accordance with the percentage allocations set forth in **Schedule B** attached hereto and in compliance with applicable tax law.

Section 8.2 Distributions. Except as provided in Section 7.3(c) and subject to Section 8.4, all distributions of cash or other property shall be made to the Members pro rata in proportion to the respective Economic Interests of the Members on the record date of such distribution. Except as provided in Section 8.4, all distributions of Distributable Cash and property shall be made at such time as determined by all of the Members by majority vote. No Member shall have the right to demand and receive property other than cash irrespective of the nature of its Capital Contribution. All amounts withheld pursuant to the Code or any provisions of state or local tax

law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 8.2.

Section 8.3 Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their contributions.

Section 8.4 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to a return of its Capital Contribution, except as otherwise specifically provided for herein.

Section 8.5 Loans to Company. Nothing in this Operating Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

Section 8.6 No Right to Distribution. A) Anything in this Operating Agreement or in Section 30 of the Connecticut Act to the contrary notwithstanding, no Member shall be entitled to receive any distribution of money or other property in excess of \$1.00 by reason of such persons ceasing to be a Member, except (i) upon dissolution of the Company, or (ii) upon affirmative vote or written consent of Members holding a Majority Interest.

## **ARTICLE IX**

### **ACCOUNTING, REPORTS**

Section 9.1 Accounting Period. The Company's accounting period shall be the calendar year.

Section 9.2 Records, Audits and Reports. The Members shall maintain records and accounts of all operations and expenditures of the Company. At a minimum the Company shall

keep at its principal place of business the following records:

(a) A current and a past list setting forth in alphabetical order the full name and last known business, residence, or mailing address of each Member, Economic Interest Owner and Manager, both past and present;

(b) A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any Articles of Amendment have been executed;

(c) Copies of the Company's federal, state, and local income tax returns and financial statements for the three most recent years, or, if such returns or statements were not prepared for any reason, copies of the information and statements provided to, or which should have been provided to, the Members to enable them to prepare their federal, state and local tax returns for such period.

(d) Copies of the Company's current effective written Operating Agreement and all amendments thereto and copies of any written operating agreements no longer in effect.

(e) A writing setting forth the amount of cash, if any, and a statement of the agreed value of other property or services contributed by each Member and the times at which or the events upon the happening of which any additional contributions are to be made by each Member;

(f) A writing stating the events, if any, upon the happening of which the Company is to be dissolved and its affairs wound up;

(g) Other writings, if any, prepared pursuant to a requirement in this Operating Agreement.

Section 9.3 Returns and Other Elections. The Members shall cause the preparation and

timely filing of all returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members as soon as practical after the end of the Company's fiscal year but in any event prior to the date upon which Federal and Connecticut State tax returns are required to be filed by Members.

All elections permitted to be made by the Company under federal or state laws shall be made by the Members in their sole discretion, provided that the Members shall make any tax election requested by Members owning a Majority Interest.

## ARTICLE X

### TRANSFERABILITY

Section 10.1 General. Neither a Member nor an Economic Interest Owner shall have the right to:

(a) Sell, assign, transfer, pledge, hypothecate, exchange or otherwise transfer for consideration, or

(b) Gift, bequeath or otherwise transfer for no consideration (whether or not be operation of law, except in the case of bankruptcy) all or any part of his Membership Interest or Economic Interest without the vote or written consent of the Members holding a Majority Interest determined without regard to the Membership Interest of the transferor Member.

(c) Members shall have the right of first refusal in the sale of any membership interest. Any Member may offer to purchase, at fair market value, the interest of other members.

The other Members shall have the right to accept the offer or to buy the interest at fair market

value. The fair market value shall be determined by an independent appraiser/accountant approved by all Members. Members may require the other members and the proposed purchaser, donee or successor-in-interest, as the case may be, to execute, acknowledge and deliver to the remaining Members such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts which the remaining Members may deem necessary or desirable to:

- (i) Constitute such purchaser, as a Member, donee or successor-in-interest as such;
  - (ii) Confirm that the person desiring to acquire an interest or interests in the Company, or to be admitted as a Member, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of the Operating Agreement, as the same may have been further amended (whether such Person is to be admitted as a new Member or will merely be an Economic Interest Owner);
  - (iii) Preserve the Company after the completion of such sale, transfer, assignment, or substitution under the laws of each jurisdiction in which the Company is qualified, organized or does business;
  - (iv) Maintain the status of the Company as a partnership for federal tax purposes; and
  - (v) Assure compliance with any applicable state and federal laws including securities laws and regulations;
- (d) Any sale or gift of a Membership Interest or Economic Interest or admission of a Member in compliance with this Article X shall be deemed effective as of the last day of the calendar month in which the remaining Members' consent thereto was given.
- (e) The Selling Member hereby indemnifies the Company and the remaining Members

against any and all loss, damage, or expense (including, without limitation, tax liabilities or loss of tax benefits) arising directly or indirectly as a result of any transfer or purported transfer in violation of this Article X.

Section 10.2 Transferee Not a Member without Consent of Holders of Majority Interest.

(a) Notwithstanding anything contained herein to the contrary (including, without limitation, Section 10.2 hereof) if Members holding a Majority Interest do not approve, by written consent, of the proposed sale or gift of the Transferring Member's Membership Interest or Economic Interest to a transferee or donee which is not a Member immediately prior to the sale or gift, then the proposed transferee or donee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee or donee shall be merely an Economic Interest Owner. No transfer of a Member's interest in the Company (including any transfer of the Economic Interest or any other transfer which has not been approved by written consent of the Members holding a Majority Interest) shall be effective unless and until written notice (including the name and address of the proposed transferee or donee and the date of such transfer) has been provided to the Company and the non-transferring Members.

(b) Upon and contemporaneously with any sale or gift of a Transferring Member's Economic Interest in the Company which does not at the same time transfer the balance of the rights associated with the Economic Interest transferred by the transferring Member (including, without limitation, the rights of the Transferring Member to participate in the management of the business and affairs of the Company), the Company shall purchase from the Transferring Member, and the Transferring Member shall sell to the Company for a purchase price of \$100.00 all remaining rights and interests retained by the Transferring Member which immediately prior to

such sale or gift were associated with the transferred Economic Interest.

(c) Upon the death of any Member, that Member's heirs shall become an Economic Interest Owner only and shall have no voting or managerial rights in the business and affairs of the Company.

## **ARTICLE XI**

### **ADDITIONAL MEMBERS**

Section 11.1 Additional Members. From the date of the formation of the Company, any person or entity acceptable to Members holding a Majority Interest by their written consent may become a Member in the Company either by the issuance by the Company of Membership Interests for such consideration as Members holding a Majority Interest by their written consent shall determine, or as a transferee of a Member's Membership interest or any portion thereof, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Members may, by majority vote, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

## **ARTICLE XII**

### **DISSOLUTION AND TERMINATION**

Section 12.1 Dissolution.

(a) The Company shall be dissolved and its affairs shall be wound up upon the

happening of any of the first to occur of the following:

- (i) At the time specified in its Articles of Organization;
- (ii) Written consent of Members holding at least a Majority Interest; or
- (iii) An Event of Dissolution of a Member, unless there are at least two (2) remaining Members and the business of the Company is continued by the written consent of remaining Members holding a Majority Interest within ninety (90) days after the Event of Dissolution; and
- (iv) Entry of a decree of final dissolution under Section 43 of the Connecticut Act.

Each of the Members hereby agrees that within the sixty (60) days after the occurrence of an Event of Dissolution, they will promptly consent, in writing, to continue the business of the Company. Each of the Members further agrees promptly to consent, in writing, to continue the business of the Company upon a sale or gift either of a Member's entire Economic Interest to which all of the remaining Members do not consent within forty-five (45) days after the occurrence of such sale or gift or upon a sale or gift of a Transferring Member's entire Membership Interest. Such consents shall be mailed or hand delivered to the principal place of business of the Company set forth in Section 4.2 hereof (or to such other address designated by the Managers) no later than fifty (50) days after each Withdrawal Event or transfer by Member of its entire Economic Interest or Membership Interest. The sole remedy for breach of a Member's obligation to consent to continue the business of the Company under this Section shall be money damages (and not specific performance).

(b) Notwithstanding anything to the contrary in this Operating Agreement, if a Member or Members owning Company Interests which in the aggregate constitute not less than two-thirds



of the Company Interests vote or consent in writing to dissolve the Company, than all of the Members shall agree in writing to dissolve the Company as soon as possible (but in any event not more than ten (10) days thereafter.)

(c) As soon as possible following the occurrence of any the events specified in this Section 12.1 effecting the dissolution of the Company, the Members shall proceed to wind up the Company's business in accordance with the Section 45 of the Connecticut Act.

(d) Except as expressly permitted in this Operating Agreement, a Member shall not voluntarily resign or take any other voluntary action which directly causes an Event of Dissolution. Unless otherwise approved in writing by Members owning a Majority Interest, and with the exception of Section 8.6, subpart B., a Member who resigns (a "Resigning Member") or whose Membership interest is otherwise terminated by virtue of an Event of Dissolution, regardless of whether such Event of Dissolution was the result of a voluntary act by such Member, shall not be entitled to receive any distributions to which such Member would have been entitled had such Member remained a Member. The Resigning Member shall only become an Economic Interest Owner to the extent applicable. Damages for breach of this Section 12.1(e) shall be monetary damages (and not specific performance), and such damages may be offset against distributions by the Company to which the Resigning Member would otherwise be entitled with.

#### 12.2 Termination.

(a) No Member or Economic Interest Owner of the Company shall work for any company and/or business that competes directly with the Company.

(b) No Member of the Company shall provide the same energy consulting services that are being provided by the Company for his own private monetary gain or benefit independent of

his position as Member of the Company.

(c) No Member of the Company shall solicit any existing or potential customers of the Company away from the Company for his own private monetary gain or benefit independent of his position as Member of the Company.

(d) No Member of the Company shall directly or indirectly compete with the Company's business while he is a Member of the Company.

(e) Any Member that violates any provision contained within this Section 12.2 shall have his membership and/or ownership interests in the Company terminated and forfeited immediately.

### **ARTICLE XIII**

#### **MISCELLANEOUS PROVISIONS**

Section 13.1 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same was directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three (3) business days after the date upon which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

Section 13.2 Application of Connecticut Law. This Operating Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Connecticut, and specifically the Connecticut Act.

Section 13.3 Waiver of Action for Partition. Each Member and Economic Interest Owner irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the property of the Company.

Section 13.4 Amendments. This Operating Agreement may not be amended except by Members holding at least a majority of all Company interests.

Section 13.5 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers or attorney and other instruments necessary to comply with any laws, rules or regulations.

Section 13.6 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

Section 13.7 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limits the scope, extent or intent of this Operating Agreement or any provision hereof.

Section 13.8 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of the original violation.

Section 13.9 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 13.10 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Section 13.11 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, representatives, successors and assigns.

Section 13.12 Creditors. None of the Provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

Section 13.13 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Section 13.14 Rule Against Perpetuities. The parties hereto intend that the Rule against Perpetuities (any and similar rule of law) not be applicable to any provisions of this Operating Agreement. However, notwithstanding anything to the contrary in this Operating Agreement, if any provision in this Operating Agreement would be invalid or unenforceable because of the Rule against Perpetuities or any similar rule of law but for this Section 13.14, the parties hereto hereby agree that any future interest that is created pursuant to said provision shall cease if it is not vested within twenty-one years after the death of the survivor of the group composed of the initial

Members who are individuals and their issue who are living on the date of this Operating Agreement and their issue, if any, who are living on the effective date of this Operating Agreement.

SIGNED AND AGREED this 23rd day of January, 2016.

Justin Vissat  
Justin Vissat (Jan 23, 2016)

Jan 23, 2016

Justin Vissat

Date

Brian Choquette  
Brian Choquette (Jan 23, 2016)

Jan 23, 2016

Brian Choquette

Date

**Listing of Members - Schedule A**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR STRATEGIC ENERGY PARTNERS, L.L.C.  
LISTING OF MEMBERS**

As of the 23rd day of January, 20 16, the following is a list of Members

of the Company:

NAME:

ADDRESS:

Justin Vissat

900 Chapel St. New Haven CT 06510

Brian Choquette

95 Hockanum Blvd, Unit 4408 Vernon CT 06066

Authorized by Member(s) to provide Member Listing as of this 23rd day of January  
January, 20 16.

Justin Vissat

Printed Name

  
Justin Vissat (Jan 23, 2016)

Signature

Brian Choquette

Printed Name

  
Brian Choquette (Jan 23, 2016)

Signature

**Listing of Capital Contributions - Schedule B**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR STRATEGIC ENERGY PARTNERS, L.L.C.  
CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE 8, the Members' initial contribution to the Company capital is stated to be \$ 10000. The description of each individual portion of this initial contribution and the respective members' ownership interest in the Company are as follows:

| NAME:                                     | CONTRIBUTION:  | % OWNERSHIP: | TITLE: |
|---|----------------|--------------|--------|
| <u>Justin Vissat</u><br>Justin Vissat     | \$ <u>6000</u> | <u>60%</u>   | Member |
| <u>Brian Choquette</u><br>Brian Choquette | \$ <u>4000</u> | <u>40%</u>   | Member |

SIGNED AND AGREED this 23rd day of January, 20 16.

Justin Vissat  
Printed Name

*Justin Vissat*  
Justin Vissat (Jan 23, 2016)  
Signature

Brian Choquette  
Printed Name

*Brian Choquette*  
Brian Choquette (Jan 23, 2016)  
Signature

**Listing of Valuation of Members Interest - Schedule C**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR STRATEGIC ENERGY PARTNERS, L.L.C.  
VALUATION OF MEMBERS INTEREST**

The value of each Member's interest in the Company is endorsed as follows:

| NAME:                  | VALUATION     | ENDORSEMENT |
|------------------------|---------------|-------------|
| <u>Brian Choquette</u> | \$ <u>40%</u> | <u>4000</u> |
| <u>Justin Vissat</u>   | \$ <u>60%</u> | <u>6000</u> |

SIGNED AND AGREED this 23rd day of January, 20 16.

Justin Vissat

Printed/Typed Name

  
Justin Vissat (Jan 23, 2016)

Signature

Brian Choquette

Printed/Typed Name

  
Brian Choquette (Jan 23, 2016)

Signature



## ADDENDUM TO CAPITAL CONTRIBUTIONS

1. EACH MEMBER AGREES TO CONTRIBUTE 50% OF GROSS MARGIN BOOKED THROUGH ENTHEOS ENERGY, LLC.
2. EACH MEMBER AGREES TO CONTRIBUTE 60% OF GROSS MARGIN BOOKED THROUGH THE SEP, LLC PLATFORM.

### TAX CLAUSE

1. EACH MEMBER IS RESPONSIBLE FOR THEIR OWN TAX LIABILITY. STRATEGIC ENERGY PARTNERS, AS AN ENTITY, WILL NOT BE RESPONSIBLE FOR TAX LIABILITIES OF EACH MEMBER.

### LEGAL

1. IF ANY MEMBER OF THE LLC IS ENGAGED IN A LEGAL MATTER, STRATEGIC ENERGY PARTNERS, LLC WILL COMPENSATE LEGAL FEES. THE LEGAL MATTER MUST BE RELATED TO BUSINESS ACTIVITY.

### EXPENSE REFUND CLAUSE

1. ON DECEMBER 31<sup>ST</sup>, JUSTIN P VISSAT WILL BE COMPENSATED FOR ALL STARTUP COSTS ASSOCIATED WITH SEP. THIS INCLUDES ATTORNEY FEES, CRM, PHONE, ACCOUNTING, OFFICE SUPPLIES, AND ALL OTHER MISCELLANEOUS EXPENSES.

## **Exhibit B**

**Name: Justin P. Vissat**

**Title: Managing Partner**

**Address: 67 West Main St. Suite 412 Clinton CT 06413**

**Telephone: 203-672-5962**

**Name: Brian M. Choquette**

**Title: Managing Partner**

**Address: 67 West Main St. Suite 412 Clinton CT 06413**

**Telephone: 203-672-6605**

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**Exhibit C**

**Appendix C**

*Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.*

**CERTIFICATE OF SERVICE TEMPLATE**

On this the 22<sup>nd</sup> day of MAY 2019, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

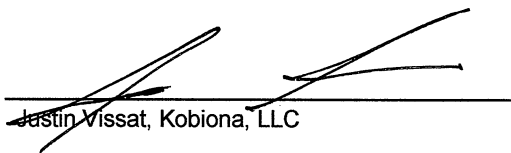
|   |   |
|---|---|
| <p><b>Office of Consumer Advocate</b><br/>5th Floor, Forum Place<br/>555 Walnut Street<br/>Harrisburg, PA 17120</p>   | <p><b>Office of the Attorney General</b><br/>Bureau of Consumer Protection<br/>Strawberry Square, 14th Floor<br/>Harrisburg, PA 17120</p>   |
| <p><b>Office of the Small Business Advocate</b><br/>Commerce Building, Suite 202<br/>300 North Second Street<br/>Harrisburg, PA 17101</p>   | <p><b>Commonwealth of Pennsylvania</b><br/>Department of Revenue<br/>Bureau of Compliance<br/>Harrisburg, PA 17128-0946</p>   |
| <p><b>Columbia Gas of PA, Inc.</b><br/>Michele Caddell<br/>290 W. Nationwide Blvd.<br/>Columbus, OH 43215<br/>PH: 614.460.6841<br/>FAX: 614.460.8447<br/>e-mail: <a href="mailto:mcaddell@nisource.com">mcaddell@nisource.com</a></p>   | <p><b>Bureau of Investigation &amp; Enforcement</b><br/>Pennsylvania Public Utility Commission<br/>Commonwealth Keystone Building<br/>400 North Street, 2 West<br/>Harrisburg, PA 17120</p>   |
| <p><b>Peoples Natural Gas Company LLC – Equitable Division</b><br/>Carol Scanlon<br/>375 North Shore Drive<br/>Pittsburgh, PA 15212<br/>PH: 412.208.6931<br/>FAX: 412.208.6577<br/>e-mail: <a href="mailto:Carol.Scanlon@peoples-gas.com">Carol.Scanlon@peoples-gas.com</a></p> | <p><b>National Fuel Gas Distribution Corp.</b><br/>Joanne E. Maciok<br/>6363 Main Street<br/>Williamsville, NY 14221<br/>PH: 716.857.7670<br/>FAX: 716.857.7479<br/>e-mail: <a href="mailto:maciokj@natfuel.com">maciokj@natfuel.com</a></p>                              |
| <p><b>Peoples Natural Gas Company LLC</b><br/>Carol Scanlon<br/>375 North Shore Drive<br/>Pittsburgh, PA 15212<br/>PH: 412.208.6931<br/>FAX: 412.208.6577<br/>e-mail: <a href="mailto:Carol.Scanlon@peoples-gas.com">Carol.Scanlon@peoples-gas.com</a></p>                      | <p><b>PECO</b><br/>Carlos Thillet, Manager, Gas Supply and Transportation<br/>2301 Market Street, S9-2<br/>Philadelphia, PA 19103<br/>PH: 215.841.6452<br/>Email: <a href="mailto:carlos.thillet@exeloncorp.com">carlos.thillet@exeloncorp.com</a></p>                    |
| <p><b>Peoples Gas Company LLC</b><br/>Carol Scanlon<br/>375 North Shore Drive<br/>Pittsburgh, PA 15212<br/>PH: 412.208.6931<br/>FAX: 412.208.6577<br/>e-mail: <a href="mailto:Carol.Scanlon@peoples-gas.com">Carol.Scanlon@peoples-gas.com</a></p>                              | <p><b>Philadelphia Gas Works</b><br/>Ryan Reeves, Director Supply Transportation &amp; Control<br/>800 West Montgomery Avenue<br/>Philadelphia, PA 19122<br/>PH: 215.787.5103<br/>email: <a href="mailto:pgwchoicesupply@pgworks.com">pgwchoicesupply@pgworks.com</a></p> |

**Valley Energy Inc.**

Ed Rogers  
523 South Keystone Avenue  
Sayre, PA 18840-0340  
PH: 570.888-9664  
FAX: 570.888.6199  
email: [erogers@ctenterprises.org](mailto:erogers@ctenterprises.org)

**UGI Utilities, Inc. – Gas Division**

David Lahoff  
2525 N. 12<sup>th</sup> Street, Suite 360  
Reading, PA 19612-2677  
PH: 610.796.3520  
Email: [dlahoff@ugi.com](mailto:dlahoff@ugi.com)



Justin Vissat, Kobiona, LLC

**Exhibit D**



**PHILADELPHIA GAS WORKS**

800 West Montgomery Avenue • Philadelphia, PA 19122

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May 16, 2019

Justin Vissat, Managing Partner  
KOBIONA LLC  
67 W. Main Street, Suite 412  
Clinton, CT 06413  
Email: [MGandhi@LicenseLogix.com](mailto:MGandhi@LicenseLogix.com)

Mailing Address:  
Manasi Gandhi  
140 Grand Street, Suite 300  
White Plains, NY 10601

RE: Security Requirement Bond for KOBIONA LLC

Dear Mr. Vissat:

Philadelphia Gas Works ("PGW") is aware that KOBIONA LLC has filed an application with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania and specifically within the services territory of Philadelphia Gas Works.

As you know, in making such an application, KOBIONA LLC must furnish acceptable security to each utility where KOBIONA LLC will do business. As such, under its tariff, Philadelphia Gas Works could require KOBIONA LLC to provide a bond or other financial security instrument in an amount that Philadelphia Gas Works determines to be appropriate.

However, you have indicated, and it is Philadelphia Gas Works' understanding, that KOBIONA LLC intends only to provide natural gas aggregating, brokering and consulting services at this time. You have stated that in performing these services KOBIONA LLC will never take title to any delivered natural gas.

Based upon your representations, Philadelphia Gas Works has determined that, at this time, KOBIONA LLC does not need to post a bond or other form of security to operate in its service territory. If the services provided by KOBIONA LLC should change, Philadelphia Gas Works reserves the right to require security from KOBIONA LLC as it deems appropriate.

If you have any questions concerning the foregoing, please contact me at 215-684-6725.

Sincerely,

A handwritten signature in black ink, appearing to read "John Zuk".

JOHN ZUK  
Vice President, Gas Supply

/dls





# VALLEY ENERGY

523 S. Keystone Avenue, P.O. Box 340, Sayre, PA 18840  
800/998-4427 • 570/888-9664 • FAX 570/888-6199

May 14, 2019

Mr. Justin Vissat, Managing Partner  
KOBIONA LLC  
67 W. Main St., Ste 412  
Clinton, CT 06413

Dear Mr. Vissat:

We understand that KOBIONA LLC has applied with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania including our company's service area.

Because KOBIONA LLC intends to only provide natural gas aggregating, brokering and consulting services at this time, we have determined that KOBIONA LLC will not be required to post a bond or other form of financial security instrument to provide these services in our service area. However, if the services provided change in the future, we reserve the right to require security from KOBIONA LLC as deemed appropriate.

If you have any questions, please contact Jamie Levering at 570-888-9664 (Ext. 5232).

Sincerely,

Edward E. Rogers  
President & CEO

EER/ss

cc: J. Levering, Valley Energy  
[mgandhi@licenselogix.com](mailto:mgandhi@licenselogix.com)



375 North Shore Drive  
Pittsburgh, Pennsylvania 15212

[www.peoples-gas.com](http://www.peoples-gas.com)

**Carol Scanlon**  
Manager, Rates & Regulation

**Peoples Service Company LLC**  
Phone: 412-208-6931  
Email: [Carol.Scanlon@peoples-gas.com](mailto:Carol.Scanlon@peoples-gas.com)

May 13, 2019

Justin Vissat  
Managing Partner  
KOBIONA LLC  
67 W Main St., Ste 412  
Clinton, CT 06413

Dear Mr. Vissat:

We are pleased that KOBIONA LLC has applied for a license to provide natural gas services on the Peoples Group of Companies. Specifically you have requested to be licensed as a supplier on the distribution systems of Peoples Natural Gas Company LLC, Peoples Natural Gas Company LLC – Equitable Division, and Peoples Gas Company LLC (formerly Peoples TWP) (“the Companies”).

Since KOBIONA LLC is not currently serving customers on the Peoples systems, we have determined at this time that KOBIONA LLC does not need a bond or other financial security requirement to provide these services to the Company’s customers.

If a Pool is established, and customers are enrolled which alters the creditworthiness requirement or the Company’s exposure to KOBIONA LLC provision of services on the Peoples’ system changes in the future, the Companies may deem it appropriate to require a bond or other financial instrument.

If you have any questions feel free to contact me at 412-208-6931 or by email at [Carol.Scanlon@peoples-gas.com](mailto:Carol.Scanlon@peoples-gas.com).

Sincerely,

Carol Scanlon  
Manager, Rates and Regulation  
Peoples Natural Gas Company LLC

Cc: Stephen Kelly  
Mina Speicher



**National Fuel**

May 10, 2019

Justin Vissat, Managing Partner  
KOBIONA LLC  
67 West Main Street, Suite 412  
Clinton, CT 06413

Re: KOBIONA LLC

Dear Justin,

National Fuel Gas Distribution Corporation ("NFGDC") is aware KOBIONA LLC (KOB) has filed an application with the Pennsylvania Public Utility Commission to supply natural gas service to the public in Pennsylvania and specifically within the service territory of NFGDC.

As you know, in making such an application, KOB must furnish acceptable security to each utility where KOB will do business. As such, under its tariff, NFGDC could require KOB to provide a bond or other financial security instrument in an amount that NFGDC determines to be appropriate.

However, you have indicated, and it is NFGDC's understanding that KOB intends only to provide natural gas aggregating, brokering and consulting services at this time. You have stated that, in performing these services, KOB will never take title to any delivered natural gas.

Based upon your representations, NFGDC has determined that, at this time, KOB does not need to post a bond or other form of security to operate in its service territory. However, if the services provided by KOB change in the future, NFGDC reserves the right to require security from KOB as it deems appropriate.

If you have any questions concerning the foregoing, please contact me at 716-857-7541.

Yours truly,

Nicole Barker  
Transportation Services Department



An Exelon Company

May 13, 2019

KOBIONA LLC  
Justin Vissat, Managing Partner  
67 W. Main Street, Ste 412  
Clinton, CT 06413

Re: Broker Requirements

Dear KOBIONA LLC:

PECO is aware that KOBIONA LLC has applied for a license to provide brokering and consulting services to commercial and industrial customers on the distribution system of PECO.

In making such an application, KOBIONA LLC could be required to provide to PECO a bond or other acceptable financial security in an amount that PECO determines to be appropriate. KOBIONA LLC has indicated that it intends to provide only brokering and consulting services to commercial and industrial customers, and will not take title to any delivered natural gas; nor will accept any customer payments or deposits. Therefore, PECO has determined at this time that KOBIONA LLC does not need a bond or other financial security requirement, since they are not directly engaging in business with PECO and only providing brokering or consulting services to PECO customers. However, if the services provided by KOBIONA LLC the creditworthiness requirement for PECO's exposure to KOBIONA LLC changes in the future, PECO reserves the right to require KOBIONA LLC provide a bond or other financial security instrument.

If you should have any questions regarding this matter, please contact Chris Sauerbaum at 215-841-6422 or myself at 215-841-6452.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carlos P. Thillet".

Carlos P. Thillet  
Manager, Gas Supply and Transportation  
2301 Market Street  
Philadelphia, Pa 19103



UGI Utilities, Inc.  
1 UGI Drive  
Denver, PA 17517

610-796-3400

VIA E-MAIL

May 13, 2019

KOBIONA, LLC  
67 W. Main Street  
Suite 412  
Clinton, CT 06413

**ATTENTION: Justin Vissat, Managing Partner**

**RE: KOBIONA, LLC  
Application to Serve as a Natural Gas Broker**

Dear Mr. Vissat,

Based on your assertion that KOBIONA, LLC ("KOBIONA") is applying with the State of Pennsylvania to operate as a natural gas broker/marketer, UGI Utilities, Inc. ("UGIU") has concluded that KOBIONA will not need to post security with UGI Utilities, Inc. – South Rate District ("UGI South"), UGI Utilities, Inc. – North Rate District ("UGI North") or UGI Utilities, Inc. – Central Rate District ("UGI Central"). This is based on the declaration that KOBIONA will be acting in conjunction with a licensed Natural Gas Supplier who has been approved by the Pennsylvania Public Utility Commission to serve in the applicable UGIU service territories and who has posted the required financial security as specified in the respective UGIU Tariffs. If KOBIONA wishes to directly serve Choice customers in the service territories of UGI South, UGI North and/or UGI Central in the future as a natural gas supplier, it will have to post security as specified in the respective UGI Tariffs prior to the commencement of the service.

Please feel free to contact me with any additional questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Lahoff".

David E. Lahoff  
Senior Manager  
Tariff & Supplier Administration

May 10, 2019

Justin Vissat  
KOBIONA LLC.  
67 W. Main St., Ste 412  
Clinton, CT 06413

Dear Justin Vissat:

We are pleased that KOBIONA LLC. has applied for a license to provide Natural Gas Broker/Marketer Services on the distribution system of Columbia Gas of Pennsylvania, Inc. ("Columbia Gas").

Under Paragraph 2.4.5 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas, KOBIONA LLC. could be required to provide to Columbia Gas a bond or other financial security instrument in an amount that Columbia Gas determines to be appropriate. KOBIONA LLC. has indicated only brokering and consulting services will be provided. Therefore, we have determined at this time that KOBIONA LLC. does not need a bond or other financial security requirement to provide broker natural gas services to Columbia Gas customers.

If the creditworthiness requirement or Columbia Gas' exposure to KOBIONA LLC. changes in the future, Columbia Gas might deem it appropriate to require KOBIONA LLC. to provide a bond or other financial security instrument.

Please feel free to contact me at 614-460-4980 should you have any questions regarding a bond or other financial security instrument requirements of Columbia Gas.

Sincerely,

*Kylia Davis*

Kylia Davis  
Manager of Choice and Transportation Support Services

## **Exhibit E**

Confidential documents. Being mailed separately to the Pennsylvania Public Utility Commission

## **Exhibit F**

Confidential documents. Being mailed separately to the Pennsylvania Public Utility Commission



**Exhibit G**

**Company Overview:**

Our company was formed in April of 2015 by Steven Miller under the name of Strategic Energy Partners LLC. Steven was removed from the LLC on 03/01/2016. Justin Vissat and Brian Choquette were added as new manager / members only. Both Partners combined have over ten years' experience within the industry. Our company provides electricity brokerage services to commercial and industrial customers throughout the northeast. The name of the company was changed in Dec 2017 to KOBIONA LLC due to a conflict with another Strategic Energy in Texas.

Our services include providing competitive supplier bids to customers and assisting them with the process of contracting directly with their chosen supplier.

## **Summary of Experience**

KOBIONA worked with a Hotel Management company to aggregate its members into one contract. All accounts are in the Western Massachusetts area as well as Connecticut and are served by Eversource and National Grid utilities.

There was a total of 15 accounts representing a contract volume of 8,100,000 kWh over a 21-month term. We just renewed that aggregation for another 18 months for a total contract volume of 12,150,000 kWh.

We have three property management aggregations:

1. Customer served by CL&P utility, aggregated 48 accounts for a total contract volume of 1,721,000 kWh over 12 months.
2. Customer served by CL&P utility, aggregated 33 accounts for a total contract volume of 1,928,000 kWh over 32 months.
3. Customer served by CL&P utility, aggregated 65 accounts for a total contract volume of 1,790,000 kWh over 16 months.

Both Partners have been in the Energy Procurement industry for over 7 years. We work with all different types of customers help them navigate the electrical and natural gas markets.

KOBIONA -

**Background:**

Justin Vissat and Brian Choquette – We've both worked as energy advisors at, Best Practice Energy LLC based out of Wakefield RI for over 3 years. Formed and Started KOBIONA in April 2015. We've have both been there since.

**Proof of Licenses:**

See attached Application from Ohio. Currently Licensed in NH, MA, OH, ME. Also doing business in CT, RI, NY. Which do not require licenses currently.

**Business Plan:**

Our business plan is very straight forward. Both Managing Partners are engaged in day to day activities. Both partners intentions are to solicit to the small, medium, large commercial industry selling a consulting service which will be brokering electrical commodity.

**Type of Customers:**

Manufacturing Industry, Healthcare Industry, Government, Property Management Companies Etc.

**Staffing Structure:**

Justin Vissat and Brian Choquette are the only employees at KOBIONA.

Justin Vissat and Brian Choquette are the Managing Partners as well.

Currently, we do not plan to hire any additional employees.

**Business Plan :**

Our business plan is very straight forward. Both Managing Partners are engaged in day to day activities. Both partners intentions are to solicit to the small, medium, large commercial industry selling a consulting service which will be brokering electrical commodity.

## **Principal Officers, Directors & Partners**

**Name: Justin P. Vissat**

**Title: Managing Partner**

**Address: 67 West Main St. Suite 412 Clinton CT 06413**

**Telephone: 203-672-5962**

**Name: Brian M. Choquette**

**Title: Managing Partner**

**Address: 67 West Main St. Suite 412 Clinton CT 06413**

**Telephone: 203-672-6605**

**Franchised Areas:**

**We currently service all types of industries. Manufacturing, Hotel Industry, Agriculture, Property management companies, franchised industry Etc.**

**List of Suppliers:**

Constellation New Energy

First Point Power

Direct Energy

Sprague Energy

Engie

Agera Energy

# ABOUT US

Based in Clinton, CT, Kobiona is among the fastest-growing energy management consulting firms in the U.S. Our team of industry experts is fully committed to helping our customers become energy enthusiasts.

We support customers through the entire energy procurement process — from analyzing utility data to weighing various procurement structures and selecting the ideal supplier. Beyond procurement we also assist with bill pay and demand management to maximize efficiency and savings.

After years of putting energy buying decisions on the back burner, few things are more gratifying than hearing from our customers that they now view themselves as informed, confident buyers. That's when we know we've done our job!

A few key principles drive the actions of every one of our employees. This is the Kobiona way:

**We believe in getting and spreading facts.**

Let's face it, we're in a business of spin where "facts" are often predicated on the ability to close a deal. Not at Kobiona. We are going to present you with all available options and sometimes even advise that timing is not opportune to secure commodities.

**We believe in listening.**

Many energy management problems are embedded in organizational issues. The more care we take to understand the challenges you face the better recommendations we can offer.

**We believe in education.**

Despite our decades of experience, we consider ourselves humble students. We know markets can change on a dime largely influenced by politics, the economy, and technology. It's our responsibility to continue to educate ourselves as much as we educate our clients.

**We believe in transparency.**

Our clients do not commit to agreements or a strategy they don't fully understand. We make sure our clients can explain and advocate internally for whatever approach they ultimately decide to adopt.



# KOBIONA



# SOLUTIONS

## **Supplier and Contract Vetting**

Actual unit costs per kWh or therm very often come down to contract terms and conditions as much, if not more, than different procurement approaches or quotes offered by different suppliers on any given day. This has become particularly critical in the past year when even some top-tier suppliers have elected to pass through costs to customers who thought they had secured fixed price agreements.

First, Kobiona is extremely selective about the supplier pool we have recruited to serve our clients, eliminating those without the suitable product suite, financial stability or experienced customer service to properly support our clients' needs. Next, Kobiona requires our supplier partners to submit any and all contract changes to our in-house counsel on a quarterly basis. This helps us to quantify and convey to our customers the potential risks associated with choosing one supplier over another- for equivalent products and rates.

## **Energy Procurement Strategies**

Fixed price, block and index, capacity pass through are all procurement options you've likely heard about in the past. Helping determine which strategy makes sense at any given time requires an equally strong understanding of both current market conditions as well as your organization.

Understanding your organization to make the right recommendations is arguably a larger challenge. Our fundamental goal at Kobiona is to create informed, tailored and credible strategies based on the facts at hand. Those facts include the current climate at your organization, your firm's view of risk, desire for longer-term stability, ability to modify an agreement if the business sells, grows or shrinks. The better we can understand your specific organizational plans, hurdles, goals and idiosyncrasies, the better we can manage risk and reward on your behalf.

## **Budget Forecasting**

Very often, energy buyers budget for 3-5% annual increases for costs — which is far out of line with actual market swings. Regardless of what term length for which you actually secure commodities, Kobiona can help you put together detailed budget forecasts for power and gas up to five years in advance.

## **Sustainability**

From energy efficiency to demand response, capacity management to power sourced from renewable resources, Kobiona is poised to help your organization meet its sustainability goals and mandates.

# KOBIONA

# TRENDING

As we exit 2018 and step into 2019, here are five trends we're seeing from electricity buyers and in power and gas markets.

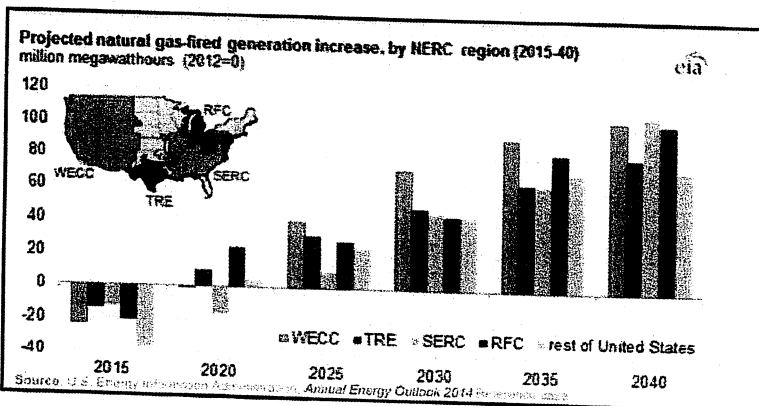
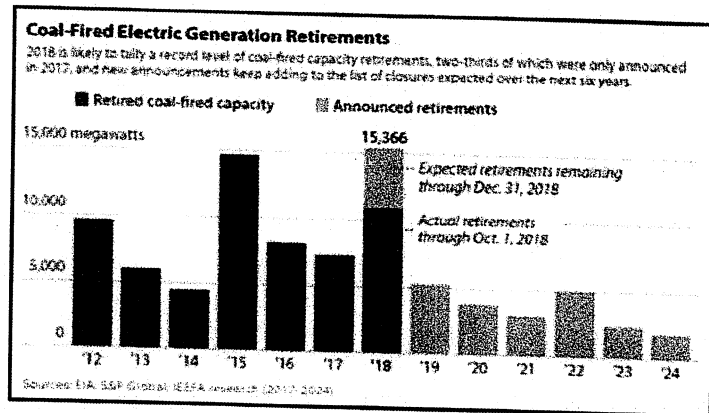
## 1 Volatility returns.

After a fairly flat market hovering close to the 5-year lows of 2016, natural gas rallied at the end of 2018 and power naturally followed. Why you ask? Three factors drove prices upward.

**Weather.** We had pretty normal weather throughout 2017, and unusual weather throughout 2018. From March 2018 onward, every month came in the opposite of meteorologists' expectations and many records were broken - the coldest April and November in history, the 4th hottest summer in history.

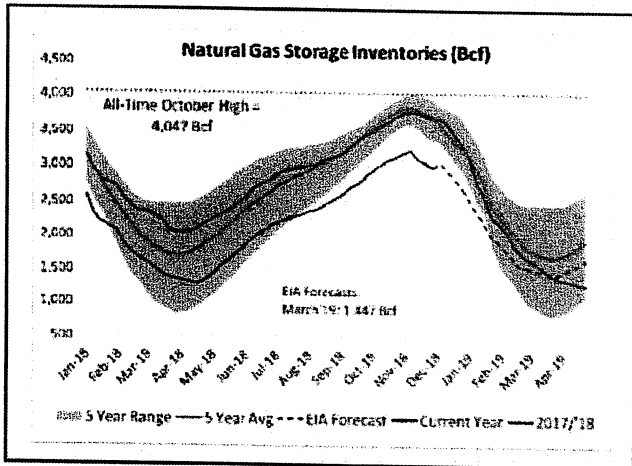
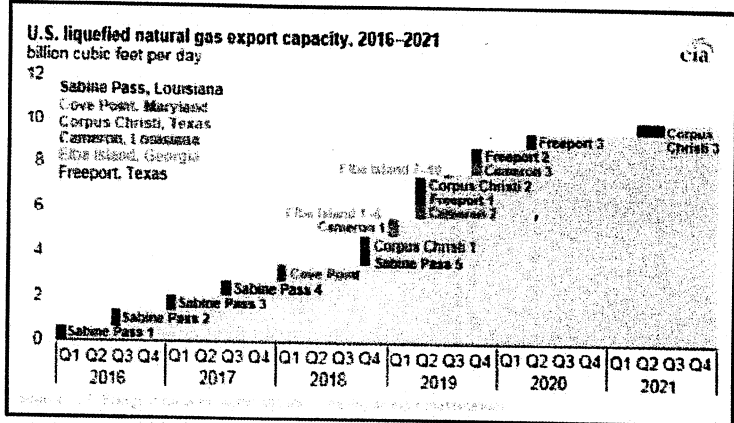
**Domestic dependence on shale.** As a country we are now extremely dependent on all that "cheap" shale gas.

More coal plants retired in 2018 than any prior year, dropping installed capacity nationwide to only 246 gigawatts. This trend is expected to continue with coal capacity decreasing by another 15%, if not more, by 2024.



In turn, the EIA projects that natural gas-fired electric power sector generation in the U.S. will increase to 1,600 million megawatt-hours (MWhs) by 2040, a 1.3% average annual increase.

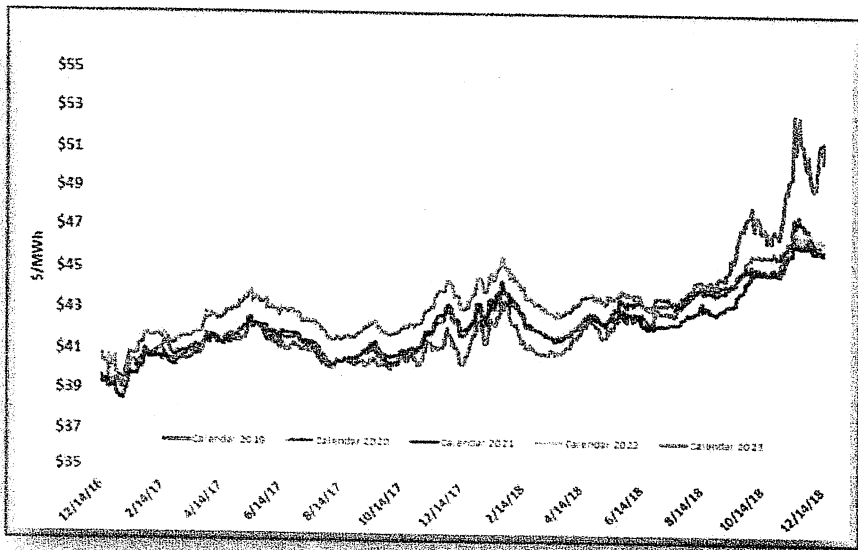
**Exports.** Although we've known this was to come to pass for years, exports of that "cheap" shale gas started in 2016 and will continue to ramp up through 2021 in what we are calling "Phase 1" of Shale 2.0. By 2021, the U.S. will export about 10 BCF/day of LNG.



**The net impact?** As we entered the 18/19 winter, the U.S. had the least amount of natural gas in storage since 2002. Even an average winter would leave us in the Spring with the lowest inventories in history. The market is appropriately spooked and natural gas prices rallied to nearly \$5/MMBTU.

## 2 Seasonality is out the window.

Buyers are realizing this was a long-held myth. There's no such thing as seasonal buying opportunities. The best time to buy forward contracts for any future term in 2018 was the end of February.



### 3 Supplier cost adjustments passed through to customers.

Owners and senior management have become increasingly frustrated with blown budgets after Paul in Procurement locks a 24 month "fixed" electric supply contract for \$.092/kWh but



Andrew in Accounting get billed \$.098/kWh. Supplier cost adjustments were widespread in 2018 due to suppliers' miscalculation and under-collection of capacity and RPS, two expensive non-energy components in New England. Investigations of some suppliers are underway in CT and may expand to other impacted states.

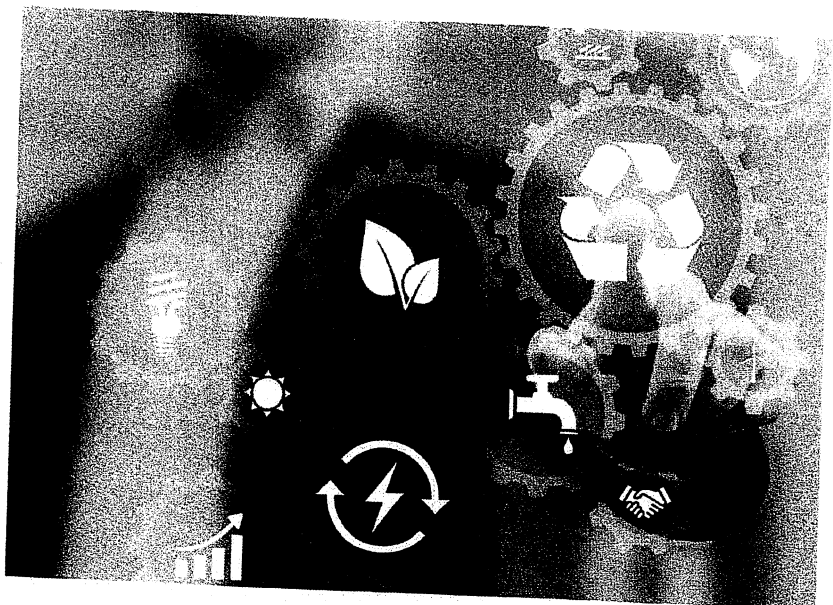
Now more than ever we are being hired to vet supplier contracts, more of a concern to many customers in Massachusetts than rate differentials.

### 4 Customers seek new funding mechanisms as utility on-bill financing for efficiency projects diminishes.

As several major utilities scale back or eliminate their on-bill, no interest financing options for efficiency-related projects, facilities are seeking alternative funding mechanisms to get work completed. A few Tier 1 suppliers have begun offering funding programs for efficiency and other building improvements, allowing customers to pay off the project on their power bills over a 3-5 year period.

### 5 Sustainability is no longer a nice to have.

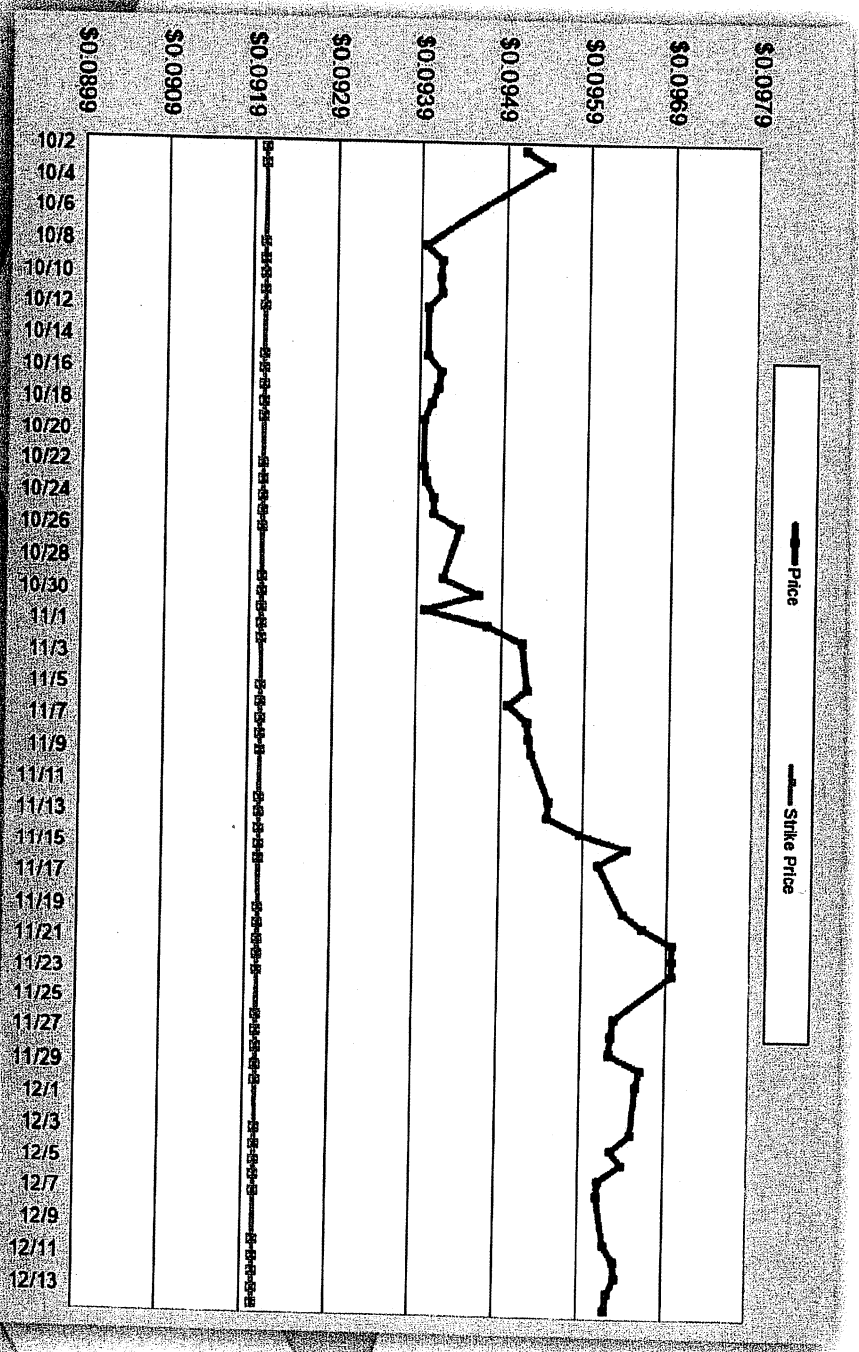
Most organizations are being pressed to meet mandates, whether driven by corporate policy or new state/city regulations. This is ranging from sourcing more green energy offset by Renewable Energy Certificates (RECs), installing electric vehicle charging stations, installing solar and other co-gen, and large-scale recycling.



# KOBIONNA

## PRICE TRACKER

Why wait until your current electricity supply contract is about to expire to bid out your requirements?



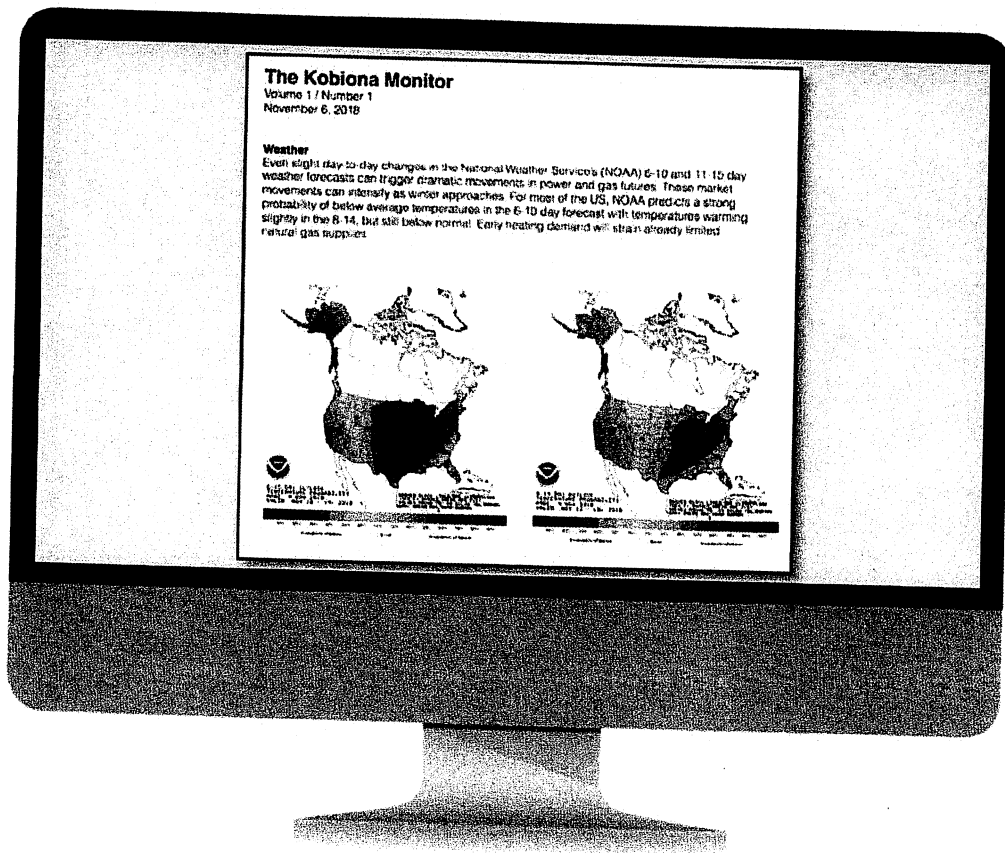
\*Sample tracker for Massachusetts customer for whom we started monitoring the Dec 2019 to Dec 2021 term on October 2, 2018. Their strike price is \$.092/kWh.

**The Kobiona Price Tracker monitors future, executable rates specifically for your company for all future terms — helping you identify the optimal time to buy.**

# THE KOBIONA MONITOR

Markets move on a dime in New England. In understandable terms, our monthly email publication, *The Kobiona Monitor*, keeps energy buyers informed of market changes impacting future power and gas prices as well as regulatory and legislative changes specific to New England and Massachusetts.

SUBSCRIBE: [kobiona.com/monitor](http://kobiona.com/monitor)



# KOBIONA

## IN THEIR OWN WORDS

“

"I have to give credit to the guys at Kobiona. They finally got all the right people at my company to the table and came up with a buying approach we could all live with. In the past we put off decisions because we knew we wouldn't agree."

”

- CFO of Manufacturer, MA and NY

“

"I had a bad experience in the past and got burned. Kobiona's rep made sure I understood exactly what I 'bought' so there weren't any surprises when the bills went out to site managers and owners."

- Real Estate Director of  
Property Management Firm,  
New England and NY

“

"I was in charge of utility purchases at other jobs on the West Coast and in Texas. I had no idea the market in New England was so complicated. Kobiona made sure I understood the main areas I had to so I didn't make a huge mistake."

- Purchasing Director of Grocery Store Chain, CT

”

# KOBIONA

**Exhibit H**



# JUSTIN P. VISSAT

377 Charles Drive  
Cheshire, CT 06410  
(203)848-5272  
[jvissat@gmail.com](mailto:jvissat@gmail.com)

---

## PROFESSIONAL STRENGTHS

Aspiring young professional and established Connecticut entrepreneur. Constructed two profitable companies through personal networking and client interaction. Familiar with cash flow analysis, contract negotiation accounting, and real estate.

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## EDUCATION

**University of Connecticut, Stamford, Connecticut**  
*Bachelors of Science in Economics*  
*G.P.A 3.2*

Graduate Spring 2011

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## PROFESSIONAL EXPERIENCE

**Strategic Energy Partners LLC, New Haven, CT**  
*Energy Management Advisor*

2012-Present

- Evaluated businesses current energy plan and created and presented new proposals.
- Developed customer specific solutions and provided available products and services.
- Prepared and maintained reports of sales results and competitive data.
- Communicated and implemented best practices.

**Connecticut ATM Solutions LLC, Cheshire, CT**  
*Founder/President*

2009-2012

- Secure long term contracts for the distribution of ATMs throughout the Northeast. Customer base including restaurants and grocery stores
- Customer relationship management and development
- Developed every customer through networking and personal marketing
- Maintain company financial statements oversee invoicing and company finances

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## INTERSHIP EXPERIENCE

**Merrill Lynch, Hartford, CT**  
*Portfolio Management - Intern*

June 2009 - August 2009

- Specialized with separately managed accounts for high net worth individuals
- Conducted research and completed company analysis using Bloomberg terminals, Thomson One and Reuters BridgeStation

**Robert K. Futtermen and Associates, New York, NY**  
*Brokerage Services -Intern*

December 2008 – May 2009

- Constructed sales databases and mail mergers using Microsoft's Excel and Access software for property listings
- Researched and reported on potential properties throughout the Capital Region
- Created aerial maps of the retail and industrial competitors in the capital region for clients

**Connecticut Appraisal LLC, Hamden, CT**  
*Assistant - Intern*

January 2007 – August 2007

- Utilized Multiple Listing Services along with more sophisticated real estate research databases to develop accurate valuations of residential real estate in the process of being sold
- Specific tasks included; researching comparable properties, identifying the detail elements that added or removed value between the appraisal and comparable followed by the final valuation of the property and documenting

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## SKILLS

**Computer:** Experienced in using: QuickBooks, Excel, PowerPoint, Access and Microsoft Word

# Brian Choquette

67 West Main Street, Unit 412  
Clinton, Connecticut, 06413  
2036879284  
brianchoquette9@gmail.com

## Summary

Retail Electricity and Natural Gas consultant helping commercial and industrial clients navigate deregulated markets.

## Education

**Central Connecticut State University**, New Britain, Connecticut  
Bachelor's Degree

Graduated - May 2014

## Employment History

**Kobiona LLC**, Clinton, Connecticut  
*Managing Partner*

January 2016 - Present

As a Managing Partner, I am responsible for day to day operations of the business including finance, sales, and marketing.

**Capitol Light**, Hartford, Connecticut  
*National Account Manager*

May 2014 - December 2016

As a National Account Manager, I helped national retail chains design and implement their store lighting displays.

**Best Practice Energy LLC**, South Kingstown, Rhode Island  
*Energy Sales Representative*

January 2015 - January 2016

As an Energy Sales Representative, I worked with commercial and industrial clients on their energy procurement strategies.

## Professional Skills

|                       |              |
|-----------------------|--------------|
| Salesforce.com        | Intermediate |
| Microsoft Office      | Intermediate |
| Hootsuite             | Intermediate |
| Wordpress             | Intermediate |
| Contract Negotiations | Advanced     |

## Languages

|         |        |
|---------|--------|
| English | Fluent |
|---------|--------|

|                      |              |
|----------------------|--------------|
| Salesforce.com       | Intermediate |
| Microsoft Office     | Advanced     |
| Hootsuite.com        | Intermediate |
| Wordpress            | Intermediate |
| Contract Negotiation | Advanced     |

## Languages

|         |        |
|---------|--------|
| English | Fluent |
|---------|--------|

**Exhibit I**

**PROOF OF PUBLICATION OF NOTICE IN THE WILLIAMSPORT  
SUN-GAZETTE UNDER ACT NO. 587, APPROVED MAY 16, 1929**

STATE OF PENNSYLVANIA

COUNTY OF LYCOMING

SS:

Robert O. Rolley, Jr., Publisher of the Sun-Gazette LLC publishers of the Williamsport Sun-Gazette, successor to the Williamsport Sun and the Gazette & Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Street, Williamsport, Pennsylvania, being duly sworn, deposes and says that the Williamsport sun was established in 1870 and the Gazette & Bulletin was established in 1801, since which dates said successor, the Williamsport Sun-Gazette, has been regularly issued and published in the County of Lycoming aforesaid, and that a copy of the printed notice is attached hereto exactly as the same was printed and published in the regular editions of said Williamsport Sun-Gazette on the following dates, viz:

April 5, 2019

Affiant further deposes that he is an officer daily authorized by the Sun-Gazette LLC, publisher of the Williamsport Sun-Gazette, to verify the foregoing statement under oath and declare that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all the allegations in the foregoing statement as to time, place and character of publication are true.

**PENNSYLVANIA  
PUBLIC UTILITY  
COMMISSION  
NOTICE**

Applications of KOBIONA LLC For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services To The Public In The Commonwealth Of Pennsylvania.

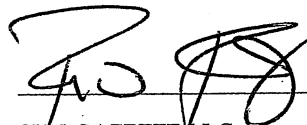
KOBIONA LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. KOBIONA LLC

will also be filing an application with the PUC for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. KOBIONA LLC proposes to sell electricity, natural gas, and related services in Entire Commonwealth of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of KOBIONA LLC may be filed within 15

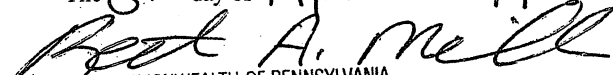
days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to KOBIONA LLC's attorney at the address listed below.

By and through Counsel:  
Joshua A. Hawks-Ladds  
Pullman & Comley, LLC  
90 State House Square  
Hartford, CT 06103  
(860)541-3306  
jhawks-ladds@pullman.com

  
\_\_\_\_\_  
SUN-GAZETTE LLC

Sworn to and subscribed before me

The 8<sup>th</sup> day of April 20 19

  
\_\_\_\_\_  
BETH A. MILLER  
COMMONWEALTH OF PENNSYLVANIA  
Notary Public

NOTARIAL SEAL  
BETH A MILLER  
Notary Public  
CITY OF WILLIAMSPORT, LYCOMING COUNTY  
My Commission Expires Apr 18, 2020

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette LLC, Dr.:

For publishing the notice attached

Hereto on the above state dates.....\$ 300.20

Probated same.....\$

Total.....\$ 300.20

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

THE SUN-GAZETTE LLC hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid

SUN-GAZETTE LLC

BY Robert O. Rolley, Jr.

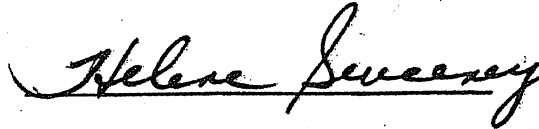
Proof of Publication in The Philadelphia Daily News  
Under Act. No 587, Approved May 16, 1929

STATE OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

Helene Sweeney being duly sworn, deposes and says that **The Philadelphia Daily News** is a newspaper published daily, except Sunday, at Philadelphia, Pennsylvania, and was established in said city in 1925, since which date said newspaper has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said newspaper on the following dates:

April 5, 2019

Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

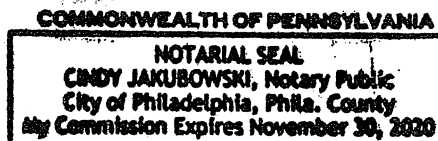


Sworn to and subscribed before me this 5th day of  
April, 2019.



Notary Public

My Commission Expires:



Copy of Notice of Publication

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE

Applications of **KOBIONA LLC** For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.

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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **KOBIONA LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to **KOBIONA LLC**'s attorney at the address listed below.

By and through Counsel: Joshua A. Hawks-Ladda  
**Pullman & Comley, LLC**  
90 State House Square  
Hartford, CT 06103  
(860)541-3306  
jhawks-ladda@pullman.com

COMMONWEALTH OF PENNSYLVANIA }  
 County of Cambria } SS

**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**

Applications of **KOBIONA LLC** For Approval To Offer, Render, or Furnish Services as a **Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.**

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By and through Counsel: **Joshua A. Hawks-Ladds Pullman & Comley, LLC**  
 90 State House Square, Hartford, CT 06103  
 (860)541-3306  
 jhawks-ladds@pullman.com

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On this 11th day of April A.D. 2019, before me, the subscriber, a Notary Public in and for said County and State, personally appeared **Christine Marhefka**, who being duly sworn according to law, deposes and says as Sales Manager / Major Accounts of the **Tribune-Democrat, Johnstown, PA**, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the **Johnstown Tribune**, established December 7, 1853; and of the **Johnstown Democrat**, established March 5, 1863,

County of Cambria, and Commonwealth of Pennsylvania and above matter published in said publication in the regular issues, PA, on April 10, 2019; and that the Affiant is not interested and that all of the allegations as to time, place and character

*Christine Marhefka*

**STATEMENT OF ADVERTISING COSTS**

Sign  
 11th day of April, 2019,  
 by **Christine Marhefka** making the statement.

*Finnian Ohs*

|                                |               |
|--------------------------------|---------------|
| 0.00 Lines @ \$2.50 per line   | 0.00          |
| 7.75 Inches @ \$25.00 per inch | 193.75        |
| Notary Fee                     | 5.00          |
| Clerical Fee                   | 2.50          |
| <b>Total Cost</b>              | <b>201.25</b> |

Commonwealth of Pennsylvania - Notary Seal  
 Vivian Ohs, Notary Public  
 Cambria County  
 My commission expires December 6, 2020  
 Commission number 1123017  
 Member, Pennsylvania Association of Notaries

To The **Tribune-Democrat, Johnstown, PA**  
 For publishing the notice or publication attached hereto on the above stated dates.

**PUBLISHER'S RECEIPT FOR ADVERTISING COSTS**

*Vivian Ohs* for publisher of *TRIBUNE-DEMOCRAT*  
 a newspaper of general circulation, hereby acknowledges receipt of the aforesaid and publication costs and certifies that the same has been duly paid.

*TRIBUNE-DEMOCRAT*  
 (Name of Newspaper)  
 By *Finnian Ohs*

PROOF OF PUBLICATION  
In  
THE ERIE TIMES-NEWS  
COMBINATION EDITION

LICENSE LOGIX  
140 GRAND ST SUITE 300  
WHITE PLAINS NY 10601

REFERENCE: 122994 357768  
PUC Notice

STATE OF PENNSYLVANIA)  
COUNTY OF ERIE ) SS:

Jennifer L. Trott, being duly sworn, deposes and says that: (1) he/she is a designated agent of the Times Publishing Company (TPC) to execute Proofs of Publication on behalf of the TPC; (2) the TPC, whose principal place of business is at 205 W. 12th Street, Erie, Pennsylvania, owns and publishes the Erie Times-News, established October 2, 2000, a daily newspaper of general circulation, and published at Erie, Erie County Pennsylvania; (3) the subject notice or advertisement, a true and correct copy of which is attached, was published in the regular edition(s) of said newspaper on the date(s) referred to below. Affiant further deposes that he/she is duly authorized by the TPC, owner and publisher of the Erie Times-News, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.

PUBLISHED ON: 04/05/19

TOTAL COST: \$677.00 AD SPACE: 0 Lines

FILED ON: 04/05/19

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

*Applications of **KOBIONA LLC** For Approval To Offer, Render, or Furnish Services as a **Supplier, Aggregator, and Marketer/Broker** Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.*

**KOBIONA LLC** will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. **KOBIONA LLC** will also be filing an application with the PUC for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. **KOBIONA LLC** proposes to sell electricity, natural gas, and related services in Entire Commonwealth of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **KOBIONA LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to **KOBIONA LLC's** attorney at the address listed below.

By and through Counsel: **Joshua A. Hawks-Ladds**  
**Pullman & Comley, LLC**  
90 State House Square, Hartford, CT 06103  
(860)541-3306  
jhawks-ladds@pullman.com

EP357768

Sworn to and subscribed before me this 5<sup>th</sup> day of April 2019

Affiant: Jennifer L. Trott

NOTARY: Barbara J. Moore

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Barbara J. Moore, Notary Public  
City of Erie, Erie County  
My Commission Expires March 23, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



The Scranton Times (Under act P.L. 877 No 160. July 9,1976)  
Commonwealth of Pennsylvania, County of Lackawanna

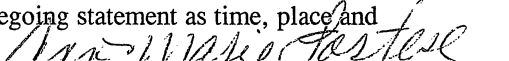
LICENSELOGIX  
SUITE 300  
140 GRAND STREET WHITE PLAINS NY 10601

Account # 629558  
Order # 82324201  
Ad Price: 301.20

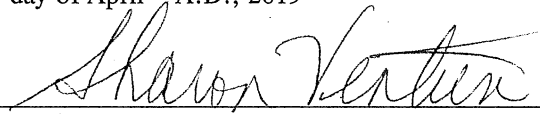
KOBIONA LLC  
Ann Marie Fortese

Being duly sworn according to law deposes and says that (s)he is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

04/04/2019

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place and character or publication are true 

Sworn and subscribed to before me  
this 4th day of April A.D., 2019

  
(Notary Public)

Commonwealth of Pennsylvania - Notary Seal  
Sharon Venturi, Notary Public  
Lackawanna County  
My commission expires February 12, 2022  
Commission number 1254228  
Member, Pennsylvania Association of Notaries

LEGAL NOTICE

**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**  
Applications of **KOBIONA LLC** For Approval To Offer, Render, or Furnish Services as a **Supplier, Aggregator, and Marketer/Broker** Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.

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By and through Counsel:  
**Joshua A. Hawks-Ladds**  
**Pullman & Comley, LLC**  
90 State House Square  
Hartford, CT 06103  
(860)541-3306  
jhawks-ladds@pullman.com


**Proof of Publication of Notice in Pittsburgh Post-Gazette**

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

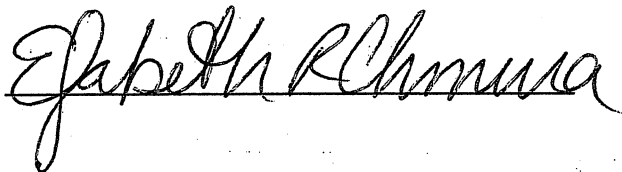
Commonwealth of Pennsylvania, County of Allegheny, ss K. Flaherty, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the \_\_\_\_\_ regular \_\_\_\_\_ editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

**04 of April, 2019**

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

  
PG Publishing Company

Sworn to and subscribed before me this day of:  
April 04, 2019



Commonwealth of Pennsylvania - Notary Seal  
Elizabeth R. Chmura, Notary Public  
Allegheny County  
My commission expires February 8, 2022  
Commission number 1326781  
Member, Pennsylvania Association of Notaries

**STATEMENT OF ADVERTISING COSTS**

LicenseLogix LLC  
140 GRAND ST STE 300  
ATTN: Shayna Desai  
WHITE PLAINS NY 10601-4840

To PG Publishing Company

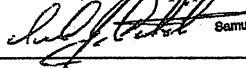
Total ----- \$511.50

**Publisher's Receipt for Advertising Costs**

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

Office  
2201 Sweeney Drive  
CLINTON, PA 15026  
Phone 412-263-1338

PG Publishing Company, a Corporation, Publisher of  
Pittsburgh Post-Gazette, a Newspaper of General Circulation

By  Samuel J. Arbutina

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

**COPY OF NOTICE  
OR PUBLICATION**

PENNSYLVANIA  
PUBLIC UTILITY  
COMMISSION NOTICE  
Applications of KOBIONA LLC For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public in The Commonwealth Of Pennsylvania. KOBIONA LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. KOBIONA LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. KOBIONA LLC proposes to sell electricity, natural gas, and related services in Entire Commonwealth of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of KOBIONA LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to KOBIONA LLC's attorney at the address listed below.

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Joshua A. Hawks-Ladds  
Pullman & Conley, LLC  
90 State House Square  
Hartford, CT 06103  
(860)541-3306  
jhawks-ladds@pullman.com



AD#: 0009102458

Commonwealth of Pennsylvania,) ss  
County of Cumberland)

Victoria Soto being duly sworn, deposes that he/she is principal clerk of PA Media Group; that The Patriot News is a public newspaper published in the city of Mechanicsburg, with general circulation in Cumberland and Dauphin and surrounding counties, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Patriot News 04/04/2019

*Victoria Soto*

Principal Clerk of the Publisher

Sworn to and subscribed before me this 5th day of April 2019

*Crystal B. Rosensteel*

Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Crystal B. Rosensteel, Notary Public  
Susquehanna Twp., Dauphin County  
My Commission Expires June 27, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

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