



1055 Virginia Drive, Suite 205
Fort Washington, PA 19034
610-955-2994
puleoenergy.com

RE: Data Request 2 for Leoco Financial LLC d/b/a Puleo Energy
Docket No. A-2020-3019024 (EGS license application)

Wednesday, April 22, 2020

Dear Secretary Chiavetta:

In response to your inquiry received on April 17, 2020, I have prepared the following information for your review. I have also included a copy of your question below (in bold) along with my corresponding answer for your convenience.

Reference Response to Data Request dated April 8, 2020 - Provide a detailed explanation of any external auditing or external oversight that is being utilized to ensure no future criminal acts occur.

To ensure no future criminal acts will occur, the following three (3) external oversights have been implemented, as well as a formal process to ensure compliance. I will first detail each external oversight measure and then discuss the formal process by which a natural check and balance occurs between the measures.

1. **Third Party Verification Provider.** On 04/21/2020 Leoco Financial LLC d/b/a Puleo Energy (the "Applicant") signed a service agreement with **TrustedTPV**, a Third Party Verification Provider. The contract verification services provided by **TrustedTPV** will replace the Contract Verification Recording ("CVR") discussed in the Applicant's Data Request response letter on 4/8/2020 titled *PUC_Response_EGS_Leoco_Financial_LLC_A_2020_3019024*. We believe that by moving this process from internal oversight to external oversight, and by hiring a company who specializes in these services, we are limiting the future potential for negligence.

After each customer contract is sold ("transaction") by the Applicant, the details of the transaction will be submitted to **TrustedTPV** in order to conduct a verification. **TrustedTPV's** live operators will call the customer on a recorded line to verify the customer's identity, the signer's authority, and the terms and conditions of the transaction. These recordings will be stored on **TrustedTPV's** servers to which the Applicant will have access, and the Applicant will store each recorded verification in the Customer's electronic file. The Applicant will also be provided with a daily list of all verified transactions from **TrustedTPV**. **TrustedTPV's** accepted industry best practice standards will be followed in conducting all transaction verifications.

The following documents supporting the aforementioned are attached for your review:

- A copy of the executed agreement between the Applicant and **TrustedTPV**.
- A copy of Puleo Energy's Official TPV Script that **TrustedTPV** will use when conducting verifications.

2. **Income Statement Verification by CPA.** On a monthly basis, the Applicant's contracted CPA firm, **McCusker Associates Inc.** will conduct an Income Statement Verification. In order to perform this process, the Applicant will provide to **McCusker Associates Inc.** a record of all monthly transactions from the Applicant's software system, and a list of all verified transactions by TrustedTPV. The Applicant's records will show the revenue amount earned from each transaction. **McCusker Associates Inc.** will reconcile the Applicant's monthly transactions and TrustedTPV's verified transactions against the revenue received by the Applicant. **McCusker Associates Inc.** will sign-off on this verification process each month.

This will ensure that each dollar of revenue received by the Applicant is associated with a verified transaction by TrustedTPV. If the Applicant were to perform transactions that were not verified by TrustedTPV, **McCusker Associates Inc.** would identify that additional revenue and not be able to confirm that all transactions were associated with verified transactions.

The following document supporting the aforementioned is attached for your review:

- A copy of the engagement letter between the Applicant and **McCusker Associates Inc.** outlining this service.
3. **Board of Directors.** In order to further ensure external oversight, the Applicant decided to elect a board of directors. On 4/20/2020, five (5) directors accepted their election to the board of the Applicant. The board of directors will conduct two (2) primary oversights of the Applicant's operations as outlined below in addition to general company oversight.
 - a. **Oversight and Approval of Official Sales Process.** The board of directors will oversee and approve the Official Sales Process of the Applicant. Any proposed amendments to the Official Sales Process must be voted on and approved by the board of directors, as outlined in the By-laws of the Board. This external oversight ensures the Applicant is adhering to the agreed upon sales process containing several checks and balances to eliminate any negligence.
 - b. **Oversight of Verified Transactions.** As outlined in the By-laws of the Board, the board of directors will also oversee the Applicant's transaction log on a quarterly basis. The board will be responsible for reviewing the verified transaction log provided by TrustedTPV against the verified income statements provided by McCusker Associates Inc. This final layer of external oversight will ensure that the Applicant is adhering to the measures in place to prevent any discrepancies.

The following documents supporting the aforementioned are attached for your review:

- Election of Directors
- By-laws of the Board
- Official Sales Process



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A brief bio on each elected board member is below:

- **Mr. Samuel M. Puleo, Jr.** – President of the Applicant and chair of the board.
- **Mr. Chris Gimaro** – Choice Hotel franchise owner and commercial property developer. Mr. Gimaro is also a current customer of the Applicant.
- **Mr. Douglas Kemmerer** – CEO of Corporate Limousine, a limousine company licensed by the Pennsylvania Public Utility Commission. Mr. Kemmerer is also a shareholder and Officer of Global Vision Energy LLC, a licensed EGS broker with the Pennsylvania Public Utility Commission (A-2012-2322961).
- **Mr. Joseph Gimaro Jr.** – Choice Hotel franchise owner and commercial property developer. Mr. Gimaro is also the Director of Choice Hotels Owners Council, National Chairman of the Finance Committee for Choice Hotels, and a current customer of the Applicant.
- **Mr. Vincent DiMaio** – Owner of National Utilities Refund LLC d/b/a National Energy, a licensed EGS broker with the Pennsylvania Public Utility Commission (A-2016-2575177). Mr. DiMaio's company is also a licensed NGS broker with the Pennsylvania Public Utility Commission (A-2016-2575561).

Formal Oversight Process. The following is a detail of the formal process for the Applicant’s transactions and how each external measure provides an oversight to prevent criminal acts from occurring.

External Measure	Action	Benefit	Oversight
Third Party Verification Step 1. (Daily)	<ul style="list-style-type: none"> • Third-party voice verification of each newly signed customer contract. • Customer identity confirmed. • Signer’s authority confirmed. • Contract terms and conditions are verified. 	<ul style="list-style-type: none"> • Prevents contracts from being enrolled without consent. • Prevents contract details from being altered after customer signature. • Ensures authorized signatory. • Industry standard best practice. 	<ul style="list-style-type: none"> • Oversight of all customer transactions. • Sets the baseline of verified transactions so this oversight process can be effective.
CPA Income Verification Step 2. (Monthly)	<ul style="list-style-type: none"> • Monthly verification of revenue generated from signed customer contracts. • Monthly reconciliation of signed contracts and revenue against verified contracts from Third Party Verification company. 	<ul style="list-style-type: none"> • Prevents Applicant’s ability to sell customer contracts that are not verified by Third Party Verification company. • Ensures each dollar of revenue generated is associated with a verified transaction. 	<ul style="list-style-type: none"> • Oversight of Third Party Verification process. • Allows for assurance that the Applicant is not duping the Third Party Verification process by verifying each revenue dollar is generated by a verified transaction.
Board of Directors Oversight Step 3. (Quarterly)	<ul style="list-style-type: none"> • Quarterly oversight of Third Party Verification logs and CPA Income Verification statements. • Quarterly oversight of Official Sales Process for the Applicant. • Other general board oversights not mentioned. 	<ul style="list-style-type: none"> • Ensures the Applicant is adhering to the formal oversight process described herein. • Ensures the Applicant is adhering to the Official Sales Process. • Provides oversight of changes to Official Sales Process. 	<ul style="list-style-type: none"> • Oversight of CPA and Third Party Verification processes. • Oversight of the sales process and changes thereto. • General company oversight.



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I, Samuel M. Puleo, Jr., hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

A handwritten signature in black ink that reads 'Samuel M. Puleo, Jr.' in a cursive script.

Samuel M. Puleo, Jr.
President
Leoco Financial LLC d/b/a Puleo Energy
4/22/2020

This Agreement made this 21st day of April, 2020

Between:

TrustedTPV

And

Leoco Financial LLC DBA Puleo Energy

Billing Address and Mailing Address:

Address: **1055 Virginia Drive, Suite 205**

City, State, Zip: **Fort Washington, PA 19034**

Telephone: **610-955-2994**

Email: sam.puleo@puleoenergy.com

Tax ID #: **46-1008260**

Contact Person: **Samuel Puleo**

(hereinafter) “Client”

Whereas TrustedTPV provides automated verification of customer orders; creating a retrievable record of such customer orders

And Client wishes to retain the services of TrustedTPV to obtain and maintain a record of Client’s customer orders for Client’s services

Therefore Client retains TrustedTPV to provide third party verification of Client’s customer orders and to maintain a database of retrievable customer order records for Client on the following terms and conditions.

1. Program: TrustedTPV will establish a program for Client whereby Client’s customer orders/authorizations are verified in a manner retrievable by Client, all in accordance with programs and instructions to be established by TrustedTPV for Client.

2. Script(s): TrustedTPV will use TPV scripts based on information received from Client. Each agreement shall be reviewed and approved by Client prior to its being placed into service by TrustedTPV. Client shall take full responsibility for correctness of each agreement used in the provision of TrustedTPV’s verification services, including without limitation, the suitability of the script

materials to meet legislative and regulatory requirements in any jurisdiction in which Client operates/intends to operate.

3. Service: TrustedTPV automated service (TPV of Client/customer transactions and access thereto by Client) will be available to Client 24 hours a day / 7 days a week after the date TrustedTPV service to Client commences pursuant to this agreement. Live Operator TPV services are available from 9-12am EST Monday - Saturday and 12-7 on Sunday.

4. Retrieval: All transaction verification shall be stored by TrustedTPV for two years from date of recording. On-line data retrieval by Client, utilizing access codes to be provided to Client by TrustedTPV shall be available to Client for the initial eighteen (18) months of this two-year period. After the eighteen (18) months initial period and for the remainder of the two (2) year storage period, manual retrieval will be available to Client on a weekly basis. Notwithstanding the above – all client recordings remain the property of client and will be electronically sent to client on a nightly basis.

5.a) Cost of services: TPV Pricing

Live Operator TPV

Account Charges (one-time)

One-time setup fee \$1500

One-time reporting setup fee

Transaction Charges

Per minute pricing \$.70

Monthly Account Fee \$100 (waived in any month w. more than 2500 combined calls)

b) Accounts: Client's account will be billed monthly. Payment is due net 15 days from date of billing. Any disagreement or dispute re any monthly billing must be brought to the attention of TrustedTPV within 15 days of the date of billing for adjustment or credit after which time the monthly billing shall be deemed correct.

6. Payments: The initial set up charge shall be paid to TrustedTPV on May 1, 2020 by Client. Monthly charges including monthly maintenance fee and transaction fees as billed to Client shall be paid to TrustedTPV monthly. 15-day terms, net from date of invoice. Any overdue payment shall be subject to a one (1%) late charge for each full or part month during which payment is outstanding. Both TrustedTPV and Client agree that the parties will agree to an official start date of monthly charges as the Client is not currently operating.

7. Term: The within agreement shall be for an initial term of one (1) year and shall automatically renew for additional periods of one year unless 30 days written notice of cancellation is given by either party to the other. Notwithstanding the above, either party may cancel this agreement with 30 days notice to the other.

8. Default: Upon default of payment, TrustedTPV shall have the right to discontinue further transaction recording service to Client. TrustedTPV shall have the further right to discontinue

Client access to previously recorded transactions until payment in full of all arrears (including late charges, collection costs, attorney fees etc.) shall have been made. TrustedTPV is not responsible for any damages to Client resulting from such suspension, discontinuation or termination of service

- 9. Confidentiality:** TrustedTPV and Client each acknowledge that in the course of carrying out the terms of the within agreement, each may have necessary or incidental access to the business affairs, trade secrets, client lists, proprietary information and operating systems of the other ("Confidential Information"). Each party agrees that it shall maintain as confidential all such Confidential Information and shall treat such Confidential Information with at least the same degree of care as it would its own most highly confidential information. Neither party shall obtain any ownership or other rights to the trademarks, proprietary information or Confidential Information of the other. Neither party shall in any way use or disseminate any such Confidential Information (save as may during the term of this agreement enter the public domain) and shall exact a similar confidentiality covenant from each of its own employees who may have access to the Confidential Information of the other. Each party acknowledges that an action for damages may not suffice to compensate the aggrieved party for breach of confidentiality and each party does hereby consent to the making of a mandatory restraining or injunctive order against it in such event upon the application of the other, in addition to any other relief available at law or in equity.
- 10. Disclaimer:** TrustedTPV shall take all commercially reasonable actions and precautions to ensure that each customer authorization contracted for is recorded and maintained in a retrievable database for use as reasonably necessary to Client. TrustedTPV will respond to any client inquires within 24 hours and will use its best efforts to cure any problem. TrustedTPV will electronically transfer all client recordings to client on a nightly basis in a format to be mutually agreed upon by TrustedTPV and client. TrustedTPV will provide client with a written affidavit at no charge in the highly unlikely event that a third party verification recording is lost, defective or not available to be played. Save as specifically set out herein, TrustedTPV shall not be responsible for any incidental, special or consequential damage sustained or suffered by Client in any way arising out of or referable to the services referred to in this agreement.
- 11. Dispute Resolution:** Any dispute arising under this Agreement shall be determined by Arbitration to be conducted within and pursuant to the laws of the State of Maryland, by a single arbitrator to be chosen by the parties. In the event that the parties cannot agree upon a single arbitrator, each shall designate one person as an arbitrator and those two designated arbitrators shall themselves select a third arbitrator to complete a panel of three arbitrators who shall determine the matter in question. Costs shall follow the event. Any arbitration proceeding shall be otherwise conducted pursuant to the rules of the American Arbitration Association.
- 12. Jurisdiction:** TrustedTPV and Client agree that the laws of the State of Maryland shall govern the terms of this agreement for all purposes. In the event of any dispute, the successful party shall receive its court costs and attorney's fees and/or collection costs in full from the unsuccessful party.
- 13. Notice:** Any notice to be given by either TrustedTPV or Client to the other shall be effective only when made in writing addressed to the other party at the address or email address noted above and shall be effective on the day next following the receipt of such notice by the other.

14. **Entire agreement:** The within agreement constitutes the entire agreement between the parties. No alteration or amendment shall be effective unless in writing and executed by both parties. In particular, no oral statement or representation made by either party or any representative shall be effective unless reduced to writing and incorporated into this agreement.

IN WITNESS WHEREOF this agreement has been executed by the parties as of the day and date first above written

Leoco Financial LLC DBA Puleo Energy

per: *Samuel M. Puleo Jr.*
I have authority to bind the corporation

Samuel M. Puleo, Jr. – President
Printed name & title

TrustedTPV

per: *Larry Leikin*
Larry Leikin, VP Sales - I have authority to bind the corporation

Note: this agreement not binding until signed by an officer of TrustedTPV



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TrustedTPV
ATTN: Ashley Murphy
262 Capote Ct W
Severna Park, MD 21146

April 22, 2020

Dear Ashley,

Thank you again for your thorough overview yesterday of the set-up process with TrustedTPV. As promised, I have included our official TPV Live Operator Script below. I also emailed you an excel document with the contract data points needed for you to complete the TPV process.

Thank you again for your help. I look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads 'Samuel M. Puleo Jr.' in a cursive script.

Samuel M. Puleo Jr.
President
Puleo Energy



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**Leoco Financial LLC d/b/a Puleo Energy
Official Third Party Verification Live Operator Script
TrustedTPV acting as TPV Provider**

GENERAL AFFIRMATIONS:

- Welcome to Puleo Energy's third party telephone verification. Today's date and time are **[Operator states date/time]**. You will be asked a few questions to confirm your decision to switch your energy supply service to a third party supplier. This call is being recorded. Do you understand?

Must state "Yes" or otherwise apply in the affirmative.

- Do you understand that Puleo Energy is an energy brokerage firm and not a third party energy supplier, and that the company who will be supplying your energy is that with whom you signed an agreement?

Must state "Yes" or otherwise apply in the affirmative.

- Has the Puleo Energy sales representative left your property?

Must state "Yes" or otherwise apply in the affirmative.

- Did the Puleo Energy sales representative provide you with a copy of the third party energy supply agreement that you signed, detailing the terms and conditions of your service with that energy supplier? This could have been provided via hard copy or electronically.

Must state "Yes" or otherwise apply in the affirmative.

CUSTOMER INFORMATION VERIFICATION:

- Please state your full name (First Name and Last Name).

Customer to state First Name and Last Name.

- Please state the name of your business for which you signed a third party energy supply agreement.

Customer to state name of Business.

- Are you authorized to sign legal agreements on behalf of this business?

Must state "Yes" or otherwise apply in the affirmative.



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- We have your mailing address listed as **[Operator to state mailing address]** can you confirm this is correct?

Must state “Yes” or otherwise apply in the affirmative.

- (Only if customer did not confirm mailing address) Can you please state your correct mailing address?

Customer to state correct mailing address.

- We have your email address listed as **[Operator to state customer email]** can you confirm this is correct?

Must state “Yes” or otherwise apply in the affirmative.

- (Only if customer did not confirm email) Can you please state your correct email or state that you do not have an email?

Customer to state correct email or to state that he/she does not have email.

CONTRACT DETAILS VERIFICATION:

For Electricity Supply Agreements

- Can you confirm that you signed an **[electricity]** supply agreement with **[Operator to state third party electricity supplier name]**.

Must state “Yes” or otherwise apply in the affirmative.

- We have your **[Operator to state utility company name]** electricity account number(s) as **[Operator to state all account numbers on contract]** can you confirm that is correct?

Must state “Yes” or otherwise apply in the affirmative.

- (If more than 6 account numbers) Can you confirm that you provided a complete list of your electricity account numbers where you would like service along with the signed electricity supply agreement?

Must state “Yes” or otherwise apply in the affirmative.

- Can you confirm that your total fixed price with Gross Receipts Taxes is **[Operator to state total fixed price with GRT]**? Please note that some agreements do not include the price with GRT, but your sales representative should have calculated this for you.

Must state “Yes” or otherwise apply in the affirmative.

- Can you confirm that your sales representative reviewed the fixed components that are included in this price as listed on your electricity supply agreement and that local utility distribution charges are not included in this price?

Must state “Yes” or otherwise apply in the affirmative.

- Can you confirm that your fixed term is for **[Operator to state contract term length in months]** beginning on **[Operator to state contract start month and year]** and will end on **[Operator to state contract end month and year]**?

Must state “Yes” or otherwise apply in the affirmative.

- Although as your broker we will attempt to help you renew to another fixed price prior to your contract expiration, can you confirm that you are aware of the electricity supplier’s contract terms if you do not renew and if you do nothing you could be placed on a variable rate from that supplier which could be higher than the utility price to compare?

Must state “Yes” or otherwise apply in the affirmative.

For Natural Gas Supply Agreements

- Can you confirm that you signed an **[natural gas]** supply agreement with **[Operator to state third party natural gas supplier name]**.

Must state “Yes” or otherwise apply in the affirmative.

- We have your **[Operator to state utility company name]** natural gas account number(s) as **[Operator to state all account numbers on contract]** can you confirm that is correct?

Must state “Yes” or otherwise apply in the affirmative.

- (If more than 6 account numbers) Can you confirm that you provided a complete list of your natural gas account numbers where you would like service along with the signed natural gas supply agreement?



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Must state “Yes” or otherwise apply in the affirmative.

- Can you confirm that your total fixed price with Gross Receipts Taxes is **[Operator to state total fixed price with GRT]**? Please note that some agreements do not include the price with GRT, but your sales representative should have calculated this for you.

Must state “Yes” or otherwise apply in the affirmative.

- Can you confirm that your sales representative reviewed the fixed components that are included in this price as listed on your natural gas supply agreement and that local utility distribution charges are not included in this price?

Must state “Yes” or otherwise apply in the affirmative.

- Can you confirm that your fixed term is for **[Operator to state contract term length in months]** beginning on **[Operator to state contract start month and year]** and will end on **[Operator to state contract end month and year]**?

Must state “Yes” or otherwise apply in the affirmative.

- Although as your broker we will attempt to help you renew to another fixed price prior to your contract expiration, can you confirm that you are aware of the natural gas supplier’s contract terms if you do not renew and if you do nothing you could be placed on a variable rate from that supplier which could be higher than the utility price to compare?

Must state “Yes” or otherwise apply in the affirmative.

CONCLUSION:

Thank you for your time today. Your agreement has been verified and will be submitted to the energy supplier so they can enroll you.

We will send you a Contract Cover Letter in the mail outlining the terms of your agreement as verified today for your records. If you have any questions, please call Puleo Energy at **610-955-2994**.

Thank you again! We are looking forward to working with you!

MCCUSKER  ASSOCIATES
C E R T I F I E D P U B L I C A C C O U N T A N T S

Samuel Puleo
Leoco Financial LLC dba Puleo Energy
1055 Virginia Drive
Suite 205
Fort Washington, PA 19034

April 20, 2020

Dear Sam:

It is my pleasure to submit a proposal for Leoco Financials' need for accounting services for year-end 2020.

As agreed upon, on a monthly basis, Leoco Financial LLC dba Puleo Energy ("Client") will provide McCusker Associates Inc. ("Company") with a log of customer contracts sold and verified by the Client's contracted third party contract verification service provider ("Monthly Verified Transactions"). The Company will reconcile the Client's monthly revenue against the Monthly Verified Transactions to certify that all revenue is associated with a verified transaction.

Our hourly fee for these professional services would is \$185.

Please be advised that should we become aware of any circumstances that may result in additional fees for our professional services, we will advise you immediately before any additional services are provided.

If you wish to discuss this proposal in greater detail, please contact me at your earliest opportunity.

Cordially,

Kathleen M. McCusker, CPA

Accepted by:



Samuel M. Puleo, Jr.
President, Leoco Financial LLC dba Puleo Energy



By-laws of the Board

for

Leoco Financial LLC d/b/a Puleo Energy

Board By-laws

ARTICLE I: GENERAL

Section 1. Name. This organization, **Leoco Financial LLC d/b/a Puleo Energy (“PE”)** is incorporated under the laws of the state of Pennsylvania with an address if 1055 Virginia Drive, Suite 205, Fort Washington, PA 19034.

Section 2. Purposes. PE is organized to achieve these objectives:

- a. Promoting the positive market effects of energy deregulation by offering competitive electricity and natural gas generation supply prices that aim to reduce costs for commercial and industrial clientele.
- b. Acting as a resource and aid to our commercial and industrial clientele in relation to electricity and natural gas generation supply services.
- c. Fostering productive, beneficial relationships with all commercial and industrial clientele.

ARTICLE II: SHAREHOLDERS

Section 1. List of Shareholders and Ownership Stakes. PE has one (1) single shareholder, Mr. Samuel M. Puleo Jr. Mr. Puleo owns one hundred percent (100%) of the shares of PE and has one hundred percent (100%) of the voting rights over PE.

Section 2. Election of Directors. Directors will be elected at each annual meeting of the shareholders to hold office until the next annual meeting. Any director may resign effective on giving written notice to the chair of the board, the president, the secretary, or the board of directors.

Article III: DIRECTORS

Section 1. Powers. Subject to the provisions of the Pennsylvania Corporate Law (the “Code”) and any limitations in the articles of incorporation and these by-laws, the business and affairs of the corporation solely related to sales processes, transaction verifications, and compliance oversight will be managed by or under the direction of the board of directors.

Such general powers shall include:

- a. Oversight of official PE sales process.
- b. Oversight of PE verified transaction log.
- c. Oversight of PE verified income statements.
- d. New policy and process making and approval.
- e. Appointment of Officers.

Section 2. Composition of the Board. The board of directors shall be composed of five (5) members, one-third of whom shall be elected annually to serve for 3 years or until their successors are elected. The president shall serve as the chair of the board and is included in the total member count.

Section 3. Policy and Procedure. The board of directors is responsible for establishing procedure and formulating policy for the organization. It is also responsible for adopting all policies of the organization. These policies shall be maintained in a policy manual to be reviewed quarterly and revised as necessary.

Section 4. Vacancies. A vacancy in the board of directors will be deemed to exist: if a director dies, resigns, or is removed by the shareholders; a court of appropriate jurisdiction enters a felony conviction against the director or declares the director of unsound mind; or if the authorized number of directors is increased.

Section 5. Place of Meetings; Meetings by Electronic Communications. Meetings of directors will be held at any place within or outside the State of Pennsylvania designated by the board of directors. Directors not physically present in person at a meeting of the board of directors may participate in a meeting of the board of directors by means of electronic transmission or similar means of communication. Meetings can be held exclusively via electronic transmission.

Section 6. Quarterly Directors' Meeting. Immediately after each quarter's end, the board of directors will hold a regular meeting at the same place, or at any other place that has been designated by the board of directors, to consider other business as desired.

Section 7. Special Meetings. Special meetings of the board of directors may be called for any purpose or purposes at any time by the chair of the board, the president, any vice president, the secretary, or any two directors.

Section 8. Quorum. A majority of the authorized number of directors will constitute a quorum for the transaction of business.

Section 9. Waiver of Notice. Notice of a meeting, although otherwise required, need not be given to any director who signs a written waiver of notice or a consent to holding the meeting or an approval of the minutes of the meeting.

Section 10. Action Without a Meeting. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board of directors individually or collectively consent in writing to that action.

Section 11. Notices, Agendas, and Minutes. Written notice of all board meetings must be given at least 1 day in advance, unless otherwise stated. An advance agenda and minutes must be prepared for all meetings. A detailed recording of the meetings' minutes shall be taken by the Secretary and saved in PE's company folders.

Section 12. Board Compensation. Each board member shall be entitled to an annual advisory fee dispersed in the first week of the year for the prior year's income. The advisory fee per director shall be equal to 1% of PE's earnings before interest taxes and amortization.

Article IV: OFFICERS

Section 1. Officers. The officers of the corporation will be a President, a Secretary, and a Treasurer. The corporation may also have, at the discretion of the board of directors, such other officers as may be appointed in accordance this Article. Any number of offices may be held by the same person.

Section 2. Appointment of Officers. The officers of the corporation will be appointed by the board of directors and will serve at the pleasure of the board of directors.

Section 3. President. The President will be the corporation's general manager and chief executive officer and will have general supervision, direction, and control over the corporation's business and its officers. The managerial powers and duties of the President will include, but are not limited to, all the general powers and duties of management of the corporation. The corporation's current President is **Samuel M. Puleo, Jr.**

Section 4. Secretary. The corporation's current Secretary is **Samuel M. Puleo, Jr.**

(a) Minutes. The Secretary will keep minutes of all the board meetings.

(b) Record of Shareholders. The Secretary will keep at the principal executive office a record of shareholders.

(c) Notice of Meetings. The Secretary will give notice of all shareholders' meetings and board meetings for which notice is required by statute or by the bylaws. If the Secretary or other person authorized by the Secretary to give notice fails to act, notice of any meeting may be given by any other officer of the corporation.

Section 5. Treasurer. The Treasurer will keep adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account will at all reasonable times be open to inspection by any director. The corporation's current Treasurer is **Samuel M. Puleo, Jr.**

ARTICLE V: INDEMNIFICATION OF DIRECTORS AND OFFICERS

The corporation will, to the maximum extent permitted by the Code, have power to indemnify each of its agents against amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such person is or was an agent of the corporation, and will have power to advance to each such agent expenses incurred in defending any such proceeding to the maximum extent permitted by the Code. For purposes of this Article, an "agent" of the corporation includes any person who was a director, officer, employee, or other agent of the corporation, or was otherwise serving at the request of the corporation.

ARTICLE VI: GENERAL CORPORATE MATTERS

Section 1. Official Sales Process. The board shall oversee PE's Official Sales Process that shall be recorded in a document outlining the approved sales process. Any proposed amendments to the Official Sales Process must be proposed at a quarterly board meeting and approved by majority vote of the directors. Any approved amendments to the Official Sales Process shall be documented by the Secretary and stored in PE's company storage folders.

Section 2. Audit of Transaction Log. The board shall audit a quarterly Transaction Log as provided by PE. The Transaction Log shall include all of PE's customer contract transactions for the previous quarter as identified and verified by PE's chosen third party verification company.

Section 3. Audit of Verified Income Statements. The board shall audit and reconcile against the Transaction Log a quarterly Verified Income Statement as provided by PE. The Verified Income Statement shall include all of PE's customer contract transaction revenues for the previous quarter as identified and verified by PE's contracted CPA firm.

VII: AMMENDMENTS

Unless prohibited by the Code or the Articles of Incorporation, these bylaws may be amended or repealed, and new bylaws may be adopted by the board of directors or by the holders of a majority of the outstanding shares entitled to vote.

CERTIFICATION OF THE ADOPTION OF THE BYLAWS

The undersigned, President and Chair of the board of **Leoco Financial LLC d/b/a Puleo Energy**, hereby certifies that the foregoing is a true and correct copy of the By-laws of the Board of Directors adopted and effective as of 4/20/2020.

A handwritten signature in black ink that reads "Samuel M. Puleo, Jr." The signature is written in a cursive style and is positioned above a horizontal line.

Samuel M. Puleo, Jr.
President and Chair of the board



Election of the Directors

for

Leoco Financial LLC d/b/a Puleo Energy



1055 Virginia Drive, Suite 205
Fort Washington, PA 19034
610-955-2994
puleoenergy.com

Election of Directors

ELECTION OF THE DIRECTORS TO THE BOARD

The undersigned, acting as the majority shareholder in control of the vote for **Leoco Financial LLC d/b/a Puleo Energy (the "Company")**, hereby elects the five (5) persons listed below as directors of the board effective 4/20/2020.

Samuel M. Puleo, Jr. – Chair of the board and Director
Chris Gimaro – Director
Douglas Kemmerer – Director
Joseph Gimaro – Director
Vincent DiMaio – Director

A handwritten signature in black ink that reads 'Samuel M. Puleo, Jr.' with a horizontal line underneath.

Samuel M. Puleo, Jr.
Majority Shareholder in control of the vote.

OFFICERS OF THE COMPANY

As outlined in the By-laws of the Board adopted on 4/20/2020, the Company's current officers are as follows.

President – Samuel M. Puleo, Jr.
Secretary – Samuel M. Puleo, Jr.
Treasurer – Samuel M. Puleo, Jr.



Official Sales Process

for

Leoco Financial LLC d/b/a Puleo Energy



1055 Virginia Drive, Suite 205
Fort Washington, PA 19034
610-955-2994
puleoenergy.com

Official Sales Process

STEP 1: COLLECTION OF UTILITY DATA AND AUTHORIZATION

Customer utility data, including utility bill copies, will be collected by Leoco Financial LLC d/b/a Puleo Energy (the "Company"). Any required customer authorizations will also be gathered at this time.

STEP 2: QUOTE

The Customer will be provided with one or multiple quotes outlining electric and/or natural gas generation supplier offerings, terms, and conditions.

STEP 3: CRIMINAL DISCLOSURE AND CUSTOMER ACKNOWLEDGEMENT

The Company will provide the Customer with a copy of the criminal disclosure related to Samuel M. Puleo Jr. and the Customer will sign a letter acknowledging this disclosure.

STEP 4: SIGNED AGREEMENT

Should the Customer decide to execute one of the electric and/or natural gas generation supply offerings, an agreement will be signed directly with the generation supplier.

STEP 5: THIRD PARTY VERIFICATION

The Customer's newly signed agreement data will be sent to a third party verification company ("TPV"). The TPV will call the Customer directly on a recorded line to verify the Customer's identity, authority, and agreement terms and conditions.

STEP 6: CONTRACT SUBMISSION

The Customer's newly signed agreement will be submitted to the broker via email and the Customer will be copied on this email to ensure transparency and accuracy.

STEP 7: WELCOME CALL

The Customer will be contacted by the Company to conduct a Welcome Call. On this call the Company will welcome to newly enrolled customer, review agreement details, and set expectations for enrollment.

STEP 8: CONTRACT COVER LETTER

A letter will be sent to the customer via U.S. mail outlining the terms and conditions of his/her newly signed electric and/or natural gas supply agreement.

CERTIFICATION OF THE SALES PROCESS

The undersigned, President of **Leoco Financial LLC d/b/a Puleo Energy (the "Company")**, hereby certifies that the foregoing Official Sales Process is adopted as of 4/20/2020 will be followed during the Company's normal course of business.

A handwritten signature in black ink that reads "Samuel M. Puleo, Jr." in a cursive script.

Samuel M. Puleo, Jr.
President