



Rushmore Energy, LLC
54 Sugar Creek Center Blvd.
Suite 200
Sugar Land, TX 77478

Secretary
Pennsylvania Public Utility Commission
400 North Street, Keystone Building
Harrisburg, PA 17120
via eFiling

July 28, 2020

Rushmore Energy, LLC – Application to be a Natural Gas Supplier

Dear Secretary Chiavetta and Staff:

Enclosed please find application materials for Rushmore Energy, LLC to be a Natural Gas Supplier in the Commonwealth of Pennsylvania. Additional materials are being filed via delivery service with confidential treatment requested. The application filing fee is enclosed with those materials.

Should there be any issues or further obligations, you can contact me via email at rafiq.dhanani@rushmoreenergy.com or by telephone at 800-590-7295 x102. As always, your continued assistance is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Rafiq Dhanani".

Rafiq Dhanani
Vice President
Rushmore Energy, LLC

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of **Rushmore Energy, LLC**, d/b/a _____ n/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:

**Rushmore Energy, LLC
54 Sugar Creek Center Blvd
Suite 200
Sugar Land, TX 77478
www.rushmoreenergy.com
800-590-7295**

- 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.

**Corporation Service Company
2595 Interstate Drive, Suite 103
Harrisburg, PA 17110
Tel: 302-636-5401
Fax: 302-636-5454
Email: compliancemail@cscglobal.com**

- 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.

**Rafiq Dhanani
Vice President
52 Sugar Creek Center Blvd
Suite 200
Sugar Land, TX 77478
www.rushmoreenergy.com
Tel: 800-590-7295
Fax: 888-732-1736
rafiq.dhanani@rushmoreenergy.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.

**Rafiq Dhanani
Vice President
52 Sugar Creek Center Blvd
Suite 200
Sugar Land, TX 77478**

www.rushmoreenergy.com
Tel: 800-590-7295
Fax: 888-732-1736
rafiq.dhanani@rushmoreenergy.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.

Nashim Dholasaniya, Director of Operations
Turkessia Cleveland, Manager – Regulatory and Operations

52 Sugar Creek Center Blvd
Suite 200
Sugar Land, TX 77478
Tel: 800-590-7295
Fax: 888-732-1736
operations@rushmoreenergy.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.

Please see Exhibit 2.

- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.

Please see Exhibit 2.

- Give name and address of officers.

**Rahil Jafry, President & CEO
 Rafiq Dhanani, Vice President
 52 Sugar Creek Center Blvd
 Suite 200
 Sugar Land, TX 77478**

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.

Rushmore Energy, LLC has no 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.

Rushmore Energy, LLC does not have any predecessors that have done business.

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 an 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)**

Rushmore Energy, LLC operates in Pennsylvania as a licensed EGS (A-2014-2419896).

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.

Rushmore Energy, LLC intends to serve all customer classes in the proposed service areas with an expected focus on residential and small commercial customers.

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 checked="" 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 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.

Rushmore Energy, LLC aims to actively market within the Commonwealth, as indicated above, as soon as it receives approval from the Commission and NGDC.

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.

Case Name: Perrong v. Rushmore Energy, LLC and CJ Consulting, Inc.

Case Number: 2:19-cv-01367-JP

Jurisdiction/Forum: U.S. District Court for the Eastern District of Pennsylvania

Subject: Plaintiff alleged violation of Telephone Consumer Protection Act by a company contracted by Rushmore Energy.

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

Status: Dismissed with prejudice. Parties settled.

- 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.

One formal complaint was filed against Rushmore Energy, LLC (as an EGS) in Pennsylvania on May 19, 2017 and closed on June 20, 2017. See Case C-2017-2605099 and below.

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

Rushmore investigated the sale in question, and the sales recording did not support the allegations. An elderly gentleman confused a sales conversation with another supplier and Rushmore Energy. Regardless, Rushmore waived the early cancellation fee on the customer's account, and the complainant did not wish to pursue the complaint further. The complaint was closed through necessary formalities on June 20, 2017 without objection.

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)

- 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

Department of Revenue
Bureau of Compliance
PO Box 281230
Harrisburg, PA 17128-1230

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>Columbia Gas of PA, Inc. Michele Caddell 290 W. Nationwide Blvd. Columbus, OH 43215 PH: 614.460.6841 FAX: 614.460.8447 e-mail: mcaddell@nisource.com</p>	
<p>Peoples Natural Gas Company LLC – Equitable Division Carol Scanlon 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6931 FAX: 412.208.6577 e-mail: Carol.Scanlon@peoples-gas.com</p>	<p>National Fuel Gas Distribution Corp. Joanne E. Maciok 6363 Main Street Williamsville, NY 14221 PH: 716.857.7670 FAX: 716.857.7479 e-mail: maciokj@natfuel.com</p>
<p>Peoples Natural Gas Company LLC Carol Scanlon 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6931 FAX: 412.208.6577 e-mail: Carol.Scanlon@peoples-gas.com</p>	<p>PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 PH: 215.841.6452 Email: carlos.thillet@exeloncorp.com</p>
<p>Peoples Gas Company LLC Carol Scanlon 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6931 FAX: 412.208.6577 e-mail: Carol.Scanlon@peoples-gas.com</p>	<p>Philadelphia Gas Works Ryan Reeves, Director Supply Transportation & Control 800 West Montgomery Avenue Philadelphia, PA 19122 PH: 215.787.5103 email: pgwchoicesupply@pgworks.com</p>
<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</p>	<p>UGI Utilities, Inc. – Gas Division Sherry Epler 1 UGI Drive Denver, PA 17517 PH: 610.796.3447 Email: sepler@ugi.com</p>

Please see Certificate of Service at the end of this document.

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.

Please see Exhibit 7.

- 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:

- 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.

Please see confidential Exhibit 7.

- 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.

Please see confidential Exhibit 7.

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

N/A

- 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.

Patrick Sherman, Chief Financial Officer
52 Sugar Creek Center Blvd
Suite 200
Sugar Land, TX 77478
800-590-7295 (tel)
888-732-1736 (fax)
accounting@rushmoreenergy.com

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

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.

Please see confidential Exhibit 7.

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:

- 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.

Please see Exhibit 8 for details on Rushmore Energy's experience and plans.

- 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.

Rushmore Energy, LLC follows 52 Pa. Code § 111.7 in its verification process to confirm customers' wishes and keep appropriate records. Rushmore contracts with an unaffiliated third-party verification service to ensure quality of related processes and preservation of data.

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.

Rushmore Energy, LLC ("Rushmore") requires state and commodity-specific training of all its sales and marketing teams, as well as a review of generally acceptable marketing practices. Additionally, all in-person agents must personally study and execute a Code of Conduct that reviews acceptable and unacceptable activities before they may enter the field on behalf of Rushmore. A similar process is in place for telephone-based sales teams. Additionally, should a customer issue arise, customer service representatives are regularly trained to be ready to address situations and take care of the consumer. Supervisors are experienced in helping customers with retail energy matters, and management includes experienced retail energy professionals as well as attorneys versed in regulatory requirements.

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.

Please see Exhibit 8 for information about Rushmore Energy's chief officers.

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.

Please see Exhibit 9 for Rushmore Energy's disclosure statement.

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 30th 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 – This is being sent via delivery service with confidential exhibits.

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.

Please see Exhibit 11 for the Application Affidavit.

- 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.

Please see Exhibit 11 for the Operations Affidavit.

12. NEWSPAPER PUBLICATIONS

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

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.

Please see Exhibit 12 for proof of publication.

	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: Rushmore Energy, LLC

By: 
 Rafiq Dhanani

Title: Vice President

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: Rushmore Energy, LLC

	Signature	
✓	Filing Fee (ONLY CERTIFIED CHECK OR MONEY ORDER)*	
✓	Application Affidavit	
✓	Operations Affidavit	
✓	Proof of Publication	
✓	Tax Certification Statement *	
✓	Commonwealth Department of State Verification	
✓	Certificate of Service	

Applicant's Use

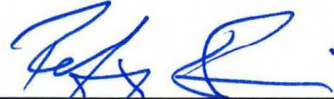
PUC Secretary's Bureau Use

** w/ confidential filings*

CERTIFICATE OF SERVICE

On this the 28th day of July 2020, 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:

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	Department of Revenue Bureau of Compliance PO Box 281230 Harrisburg, PA 17128-1230
PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 Email: carlos.thillet@exeloncorp.com	Bureau of Investigation & Enforcement Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2 West Harrisburg, PA 17120



Rafiq Dhanani, Vice President
Rushmore Energy, LLC

Exhibit 2 – Foreign LLC Information

Rushmore Energy, LLC was formed in Texas as a limited liability company named Thames Energy, LLC on January 3, 2014.

The company officially changed its name to Rushmore Energy on February 20, 2014.

Attached, please find the following:

- Pennsylvania Department of State – Application for Registration
- Pennsylvania Department of State – Amendment of Foreign Registration
- Certificate of Filing for Thames Energy, LLC (original company name)
- Certificate of Formation for Thames Energy, LLC (original company name)
- Certificate of Fact for Rushmore Energy, LLC (dated May 21, 2019)

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Registration - Foreign
(15 Pa.C.S.)

- Registered Limited Liability General Partnership (§ 8211)
- Registered Limited Liability Limited Partnership (§ 8211)
- Limited Partnership (§ 8582)
- Limited Liability Company (§ 8981)

Name CT-Counter
Address _____
City 9097858 State SD Zip Code _____

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania
APPLICATION FOR REGISTRATION 3 Page(s)



Fee: \$250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name of the limited liability company/limited liability partnership/limited partnership in the jurisdiction in which it is formed:
Rushmore Energy, LLC

2. The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:
Rushmore Energy, LLC

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:
Jurisdiction: Texas Date of Formation: 1/3/14

4. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street	City	State	Zip	County

(b) Name of Commercial Registered Office Provider <u>C T Corporation System</u>				County <u>Dauphin</u>

2014 MAR 31 AM 9:32
PA DEPT OF STATE

5. Check and complete one of the following:

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

Number and street City State Zip

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

3 Sugar Creek Center Blvd., Suite 186 Sugar Land TX 77478
Number and street City State Zip

~~6. For Restricted Professional Limited Liability Company Only. Strike out if inapplicable: The company is a restricted professional company organized to render the following professional service(s):~~

Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8

7. The name and business address of each general partner.

Name Business Address

8. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contribution is:

Number and street City State Zip County

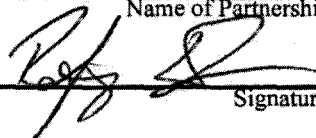
The registered partnership hereby undertakes to keep those records until its registration to do business in the Commonwealth is canceled or withdrawn.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this

14 day of March 2014.

Rushmore Energy, LLC

Name of Partnership/Company




Signature

Vice President

Title

**PENNSYLVANIA DEPARTMENT OF STATE
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: CSC ORDER #: 857785-005 DCB <hr/> Name <hr/> Address <hr/> City State Zip Code <input checked="" type="checkbox"/> Return document by email to: <u>cscpa@cscglobal.com</u>	Amendment of Foreign Registration DSCB:15-413 (rev. 2/2017)  TCO190724LP0643
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Read all instructions prior to completing. This form may be

Fee: \$250

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 413 (relating to amendment of foreign registration statement), the undersigned registered foreign association hereby states that:

1. The name of the association under which it is registered to do business in this Commonwealth is:

Rushmore Energy, LLC

2. The type of association is (check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

3. The (a) address of the association's registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) – not both:

(a) _____
 Number and street City State Zip County
OR

(b) c/o: CT Corporation System Dauphin
 Name of Commercial Registered Office Provider County

4. Effective date of amendment of foreign registration (check, and if appropriate complete, one of the following):

- The Amendment of Foreign Registration shall be effective upon filing in the Department of State.
 The Amendment of Foreign Registration shall be effective on: _____ at _____
Date (MM/DD/YYYY) Hour (if any)

2019 JUL 24 AM 9:52
 PA DEPT OF STATE

5. Check, and if appropriate complete, one of the following:

The association desires that its registration be amended to change or correct the following information:

The name of association's Commercial Registered Office Provider and county of venue is hereby changed to:

c/o Corporation Service Company, Dauphin County.

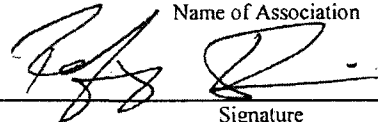
The amendment adopted by the association is set forth in full in Exhibit A attached hereto and made a part hereof.

If the amendment reflects a change in name for the association which does not comply with 15 Pa.C.S. § 414 and §§ 201-209, the foreign association must adopt an alternate name that complies with 15 Pa.C.S. §§ 201-209 for use in Pennsylvania.

IN TESTIMONY WHEREOF, the undersigned association has caused this Amendment of Foreign Registration Statement to be signed by a duly authorized representative thereof this 22 day of July 2019.

Rushmore Energy, LLC

Name of Association



Signature

Vice President

Title



Office of the Secretary of State

CERTIFICATE OF FILING OF

Thames Energy, LLC
File Number: 801908488

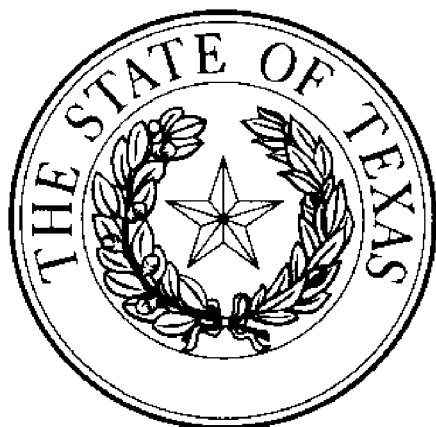
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 01/03/2014

Effective: 01/03/2014



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

John Steen
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

**Filed in the Office of the
Secretary of State of Texas
Filing #: 801908488 01/03/2014
Document #: 522496610002
Image Generated Electronically
for Web Filing**

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Thames Energy, LLC

Article 2 – Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Rahil Jafry

C. The business address of the registered agent and the registered office address is:

Street Address:

**3 Sugar Creek Center Blvd.
Suite 186 Sugar Land TX 77478**

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Rahil Jafry**

Title: **Manager**

Address: **3 Sugar Creek Center Blvd. Suite 186 Sugar Land TX, USA 77478**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Rafiq Dhanani 3730 Kirby Dr., Suite 1200, PMB 230, Houston, TX 77098

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Rafiq Dhanani

Signature of Organizer

FILING OFFICE COPY



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that on February 20, 2014, Thames Energy, LLC, a Domestic Limited Liability Company (LLC) (file number 801908488), changed its name to Rushmore Energy, LLC.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on May 21, 2019.



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

David Whitley
Secretary of State

Exhibit 7 – Financial Fitness

Rushmore Energy, LLC submits the following information to demonstrate its financial fitness to operate as proposed.

PECO has performed a credit review and approved Rushmore to operate in its territory as indicated in the attached letter.

Additionally, confidential items have been filed separately under seal for the Commission's review, including financials, credit, and supply information.



July 8, 2020
PECO - Exelon Corporation
Energy Acquisition
2301 Market Street
Philadelphia, PA. 19101

Rafiq Dhanani, Vice President
Rushmore Energy, LLC
54 Sugar Creek Center Blvd.
Sugar Land, TX 77487

Energy Acquisition is providing this notification letter that Rushmore Energy, LLC Corporation has met the creditworthiness business requirement involved with the Pennsylvania Gas Choice - Low Volume Transportation program, pursuant to the receipt of an initial Surety of \$35,000.00 Guaranty. The Surety may be submitted to PECO via three acceptable forms; a Cash Deposit, a Letter of Credit, or a Surety bond. PECO will hold any surety to cover potential obligations to PECO and other system costs that could result from failure of a Supplier to meet its competitive Natural Gas Supply service delivery obligations.

Please note, although the creditworthiness requirements were met, as referenced within Section 7.13 (Creditworthiness of a Natural Gas Supplier (NGS) Serving Low Volume Transportation Customers) of the Gas Service Tariff, PECO has the right to re-assess the creditworthiness of the company if PECO has any reason to suspect a change in the marketer's financial condition.

If you should have any questions regarding this matter, please contact the Electric & Gas Choice Hotline at 215-841-3700.

Sincerely,

Carol Reilly
Manager
Energy Acquisition

Exhibit 8 – Technical Experience

The executives of Rushmore Energy, as well as those with which Rushmore Energy has contracted, have considerable experience in the retail energy supplier space.

Rushmore Energy's leadership brings with it decades of experience in the competitive retail energy industry (please see below for individual resumes and further details). Rushmore Energy holds an active Competitive Retail Natural Gas Service license in Ohio (20-749G) and will launch marketing activities shortly. Rushmore currently serves residential and small commercial electricity customers in Pennsylvania, Illinois, and Ohio, and is also licensed in good standing as an electricity supplier in New Jersey, Maryland, Delaware, and the District of Columbia. Rushmore aims to initially serve residential natural gas customers in the PECO service area.

Prior to launching Rushmore Energy, the executives of the company have worked in the wholesale and retail gas markets in the U.S., Canada, and Europe. Their experiences encompass marketing and selling natural gas to several thousand residential, commercial, and industrial customers, and work across the natural gas value chain, including purchase, management, and delivery of natural gas through physical and financial trading, managing storage and pipeline operations, billing and customer service functions.

In addition, Rushmore Energy has contracted with Genscape Energy Management ("GEM") of New York, a consultancy with over 30 years of energy industry experience, to oversee all wholesale business processes. GEM is tasked with creating retail supply forecasts as well as managing and monitoring all settlement data and hedging activities. GEM currently manages over 500,000 retail meters nationwide for over 30 different power marketers. It was recently acquired by Wood Mackenzie, a global data, analytics, and consulting company, further expanding its capabilities and stability.

Rushmore Energy's EDI transactions are managed by EC Infosystems, Inc. EC Infosystems also provides Rushmore Energy with transaction management services to assist with billing and other technology management. EC Infosystems is a leading technology integrator and is a top outsourced transaction management company in the deregulated retail electricity and natural gas sectors.

Additionally, Rushmore Energy has existing experienced staff resources in place ready to handle customer service inquiries and complaints, if and when they arise. Please see further details in confidential Exhibits 7 and 8.

The Public Utilities Commission of Ohio
Ohio Competitive Retail Natural Gas Marketer Certificate

Issued pursuant to Case Number(s):
20-0096-GA-CRS

is
Ohio Competitive Retail Natural Gas Marketer Certificate Number:
20-749G (1)

Granted to:
Rushmore Energy, LLC

Whose office or principal place of business is located at:
54 Sugar Creek Center Blvd., Suite 200, Sugar Land, TX 77478

And is hereby certified to provide:
Retail Natural Gas Marketer Services
within the state of Ohio, for a two-year period.

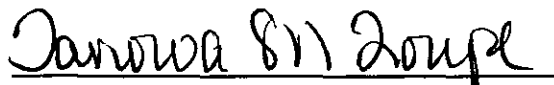
Certification Effective:
February 24, 2020 through February 24, 2022

The certification of Ohio competitive retail natural gas marketers is governed by Chapter 4901:1-27 of the Ohio Administrative Code and section 4929.20 of the Ohio Revised Code.


This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) as well as those under law, are not met.

Certified entity is subject to all rules and regulations of the commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio
Dated: **March 4, 2020**

By Order of
The Public Utilities Commission of Ohio

Tanowa M. Troupe, Secretary
Debbie Ryan, Acting Secretary
Donielle M. Hunter, Acting Secretary
Susan Patterson, Acting Secretary

Form No. CRNGS/CRS-06

This is to certify that the images appearing are an accurate and complete reproduction of the original document delivered in the regular course of business.
Technician  Date Processed 3/4/20

JONATHAN SPIVAK

jspivak@genscape.com

212-255-8050 office

Recent Experience

Genscape, Inc.
Managing Director

New York NY
Apr 2011-Present

- Structure and negotiate unique power hedging transactions for clientele.
- Daily load forecasting, bidding and scheduling for over 20 competitive retail electric suppliers in PJM, ISO-NE, and NYISO with over 3,000 MWh of average hourly load and spanning over ten states, with a combined customer book of ~1,000,000 residential and commercial customers.
- Forecast and maintain physical and financial power hedges in the forward market.
- Create daily, weekly, and monthly settlements reports in order to analyze costs to minimize risks.

RBS Sempra Commodities

New York NY

Financial Risk Analyst

Nov 2009-Apr 2011

- Maintained firm-wide official profit and loss, generating integral and time-sensitive company reports pivotal to all of risk management
- Prepare and maintain excel based reports using various data sources such as pricing, P&L, positions, VaR, stress etc. under rapidly changing requirements
- Verified and corrected in-house trades within various trading platforms, implemented process to verify and track explanations on trades generating substantial revenue, submitted external price reporting of physical basis and fixed natural gas trading activities on regular schedules
- Provide daily profit and loss explanations for physical and financial natural gas revenue

Margin/Credit Analyst

Aug 2008-Nov 2009

- Responsible for all margin activities including daily calls to over fifty counterparties, confirm settlements, and manage letter of credit activities.
- Primary contact for dispute resolution including exposure, interest rate and contract discrepancies
- Identify forward pricing issues via Excel pivot table analyses
- Generate ideas to improve the efficiency and accuracy of the Credit Management System
- Communicate daily cash flow and letter of credit movements through intraday reports.

Education

Bucknell University
Bachelor of Arts, Major in Economics & Minor in Political Science

Lewisburg PA
2005

Dean's List

ALEXANDRE BALDASSANO

abaldassano@genscape.com

212-255-8050 office

EXPERIENCE

Genscape, Inc.
Managing Director

New York NY
Nov 2010-Present

- Analyze federal and regional renewable energy and environmental policy
- Create and market compliance and voluntary environmental credit products
- Expand renewable generation project pipeline
- Analyze state Renewable Portfolio Standard market fundamentals
- Develop spot and futures environmental credit trading strategies for managed accounts and proprietary portfolios
- Hourly power demand bidding/scheduling within the PJM and ISO-NE wholesale markets
- Origination of long-term wholesale power/REC contracts (PJM, ISO-NE, NYISO)
- Client advisory concerning profit/loss of new wholesale market entry (ISO Level, State, Utility)

Natsource Asset Management LLC

New York NY

Contract Manager

Oct 2009-Oct 2010

- Manage all worldwide institutional relationships for \$500mm carbon commodity fund
- Compose monthly and quarterly investor reports for all hedge funds, managed accounts, and commodity funds
- Supervise ongoing contractual commitments between institutional investors, investment manager, and underlying investment

Operations, Sales, and Risk Associate

Apr 2008-Oct 2009

- Determined end of month beta exposures and asset allocation breakdowns for all portfolios
- Acted as a liaison between existing and potential investors, and the Director of Marketing and Sales
- Researched and grew marketing distribution channels for the Director of Marketing and Sales
- Analyzed and communicated daily carbon and FX beta exposure for largest fund directly to Senior Management
- Identified and rectified daily trade and cash reconciliations while acting as liaison between the trading desk and prime brokerage

Education

Fordham University Graduate School of Business
Master of Business Administration, Finance & Marketing concentration

New York NY
2013

Haverford College
Bachelor of Arts, Economics

Haverford PA
2003

Temple University
General Coursework

Rome, Italy
Aug 2001-Dec 2001

JAMES W. GALE

131 Varick St, RM 1008 New York, NY 10013 ~ 332.900.8995 ~ JGale@genscape.com

DIRECTOR, NATURAL GAS GENSCAPE, INC.

Natural Gas trader with detailed experience in the financial and physical natural gas markets. Managed multiple risk exposures concurrently using a variety of trading tools. Understands detailed nuances of logistics involving the physical business. Consummate team player with excellent verbal and written communication skills.

EXPERIENCE

SEMPRA ENERGY TRADING CORPORATION - Stamford, CT

Oct 2000 - Mar 2011

AVP NatGas Pipe Options Trader

Oct 2007 – Mar 2011

- Manage delta, gamma, theta, and vega risk in book putting on these risks based on extensive market research.
- Entered into fixed-price location options, basis options, Index Gas Daily options and fixed price Gas Daily options using comprehensive knowledge of physical markets. Hedged these positions using futures, swaps, and NYMEX options.
- Developed option strategies for producers and end users to help them hedge.
- Set marks for all domestic location option markets.

AVP NatGas Scheduler – West Region

June 2004 – Oct 2007

- Primary daily and imbalance trader of multiple locations and scheduled on every pipeline system in the west.
- Collaborated with senior traders to maximize storage facility injection and withdrawal opportunities against future markets.
- Optimized firm and interruptible transportation on multiple pipelines during trading window to maximize profits.
- Managed delivery requirements and tracked actual usage for dozens of end users, keeping them within pipeline tolerances.
- Executed decisions at plants, storage facilities, and on pipelines to mitigate OFO situations.

Natural Gas Analyst

Apr 2003 – June 2004

- Verified domestic natural gas forward curves and balance of month marks reflecting current market value.
- Collaborated with brokers to acquire market rundowns used to double check all marks entered into internal system.
- Engaged traders and clerks to understand all complicated deals and positions in books.
- Communicated with credit and risk management about any pending issues.

Futures Reconciliation

Feb 2002 – Apr 2003

- Reconciled all exchange-traded futures and options using multiple clearing houses, NYMEX floor brokers, and traders for SET companies world wide.
- Verified company future positions were within NYMEX position limits approaching expiry and communicated directly with the NYMEX to request exemptions when necessary for all exchange traded products.

Forward Prices

Oct 2000 – Feb 2002

- Submitted correct entry of all marked-to-market and index prices into relevant accounting systems.
- Collaborated with systems dept. to create a more efficient and accurate procedure to enter information into the database.

EDUCATION

FAIRFIELD UNIVERSITY - Fairfield, CT August 1999
Bachelor of Science in Mathematics, Minor in Physics

Awarded Fairfield University Presidential Scholarship
Member of Fairfield University Honors Program
Four Year Division I Varsity Baseball Team

RAFIQ Z. DHANANI, J.D.

54 Sugar Crk Ctr Blvd, Ste 200, Sugar Land, TX 77478 | Rafiq.Dhanani@RushmoreEnergy.com | TX Bar: 24066516

EDUCATION

Massachusetts Institute of Technology, Cambridge, MA

B.S. in Management Science, Concentration: Finance, Minor: Economics, February 2005

University of Houston Law Center, Houston, TX

J.D., May 2011

- Houston Business and Tax Law Journal – Notes & Comments Editor, 2010-2011

EXPERIENCE

Rushmore Energy, LLC, Houston, TX - February 2014 - Present

Vice President - Head of Operations and Legal

- Manage EDI / Billing systems and processes
- Supervise customer service and sales channels
- Develop and coordinate reporting functions
- Oversee regulatory and compliance matters and function as general counsel

Dhanani Cleveland & Chapa, PLLC, Houston, TX - March 2012-February 2014

Partner/Managing Member

- Operated a boutique firm focusing on transactional and consumer matters
- Advised small businesses and startups on entity structuring, reorganization, and dispute resolution
- Litigated various state court matters including real estate, consumer debt, and breach of contract

Yazdcorp Funds V, LLC/American Risk Insurance Co., Inc., Houston, TX - Aug. 2011-March 2012

Staff Counsel & Operations Manager (for Real Estate Holding Company and Insurance Carrier)

- Managed commercial and residential leasing, financing, auditing, and due diligence
- Supported trial and pre-trial practice for insurance litigation and contract disputes
- Negotiated settlements as lead counsel on contract disputes, and drafted contracts

Karni Law Firm, P.C., Houston, TX - January-March 2011

Law Clerk

- Participated in all aspects of consumer litigation, including preparing pleadings and discovery

B.P. America Production Company, Houston, TX - May-August 2010

Land Negotiator Intern

- Prepared memoranda for onshore drilling operators using oil & gas leases and related contracts
- Began title assurance process through title opinion analysis, well histories, and curing title defects

U.S. Bankruptcy Court, Southern District of Texas, Houston, TX - July-August 2009

Judicial Intern for the Honorable Wesley W. Steen

- Researched costs and benefits of Chapter 13 individual debt adjustment plans
- Reviewed law and drafted opinions under guidance of Judge Steen and law clerk

Fleming & Associates, L.L.P., Houston, TX - May-June 2009

Law Clerk

- Researched law regarding professional and personal injury causes in multiple jurisdictions
- Drafted motions and memoranda for commercial litigation

Tara Energy, Inc., Houston, TX - June 2005-July 2008

Business Development Associate

- Analyzed financing and operating agreements for retail electricity provider (now JustEnergy)
- Constructed financial models and developed board presentations and memoranda
- Researched and launched international renewable energy initiative
- Planned and launched niche affinity marketing strategies

Rahil Rahim Jafry

E-mail: Rahil.Jafry@RushmoreEnergy.com

54 Sugar Creek Center Blvd, Suite 200, Sugar Land, Texas 77478

Experience:

Aug 2013 – Present Rushmore Energy **Houston, TX**
Co-Founder & President

- Co-founded Rushmore Energy, LLC., with a goal to serve customers in deregulated markets

2003 – Aug. 2013 Tara Energy, Inc. (Acquired by Just Energy in 2011) **Houston, TX**

Head of Business & Corporate Development

Head of Affinity & Online Markets at Just Energy

- Established and led Tara Energy's Business & Corporate Development Groups to increase company's strategic depth in marketing and risk management activities; the company was acquired by Just Energy in Fall 2011
- Successfully led negotiations for growth capital and received termsheets from multiple Tier I investment banks
- Developed a roadmap of Tara Energy's strategic competencies (including building natural gas and wholesale power desks) necessary to grow the company by 20x in 3 years
- Created an implementation group to further enhance company's ability to gain depth within each target channel
- Led negotiations with Hedge Funds and Mezzanine Funds to execute the company's first derivative transaction using options and other instruments to hedge against commodity price risks
- Structured relationships with a diverse group of "A-Rated" wholesale suppliers, including investment banks, hedge funds, and commercial interest desks to mitigate supply concentration risks
- Launched the Research Group to build company's capacity for high-end analytics, leading to the publishing of a monthly Industry Update that analyzed fundamental and technical trends in global energy markets

2002 - 2003 UBS Warburg **New York, NY & Houston, TX**

Director, UBS Warburg - Energy Trading & Marketing

- Initiated the Bank's energy commodity trading activities with Hedge Funds and other Investment Banks globally
- Led contract and commercial negotiations for commodity trading and mid- and back-office outsourcing services
- Developed and packaged products and services for Tier I financial institutions active in the commodity markets
- Launched the bank's proprietary internet-based commodity trading platform
- Structured and marketed a broad range of transactions – utility outsourcing deals, multi-commodity transactions (e.g. tolling), energy swaps and financial derivatives

1996 - 2001 Enron Corp. **London, England & Houston, TX**
Analyst/Associate/Manager/Director

- Founding member of the six-person management team for the highly successful internet-based transaction platform for Enron's wholesale trading businesses, with over 10,000 transactions and a notional value of \$3 billion in trades executed online daily
- Led the team's origination activities for the Virginias, Carolinas, DC, and Tennessee
- Launched and led Enron Europe's Continental Gas Trading Team
- Directed expansion of gas trading outside of the established UK market by forging relationships that resulted in first commercial and contractual agreements with top-tier counterparties across the new European market
- Initiated efforts to create a marketplace for Intellectual Property (patents), and to commoditize airline cargo capacity
- Led the E-Commerce and Technology Origination team to commercialize proprietary software and systems code - EnronOnline, Enron's Back Office, Deal Bench, etc.
- Led market and product development for Enron's retail energy business in England
- Developed complex models to provide structured solutions, including swaps and options, in multiple commodities to originators and serve as an intermediary with the trading desk
- Represented Enron in a HBS case study directed at understanding the underpinnings of the creation of EnronOnline

Education: The University of Texas at Austin May 2006
Masters of Science in Science & Technology Commercialization
Bachelor of Arts in Economics August 1996

John F. Kennedy School of Government, Harvard University Spring 1997
Diploma in Strategic Public Sector Negotiations

London Business School 1998 - 1999
Diploma in Applied Corporate Finance

Activities: **Lecturer: Columbia University Graduate School of Business (2001).** Senator and Assistant Attorney General: The University of Texas at Austin Student Government. Boy Scouts of America: Founder of Troop 786 and an active member for over 12 years. Actively contribute to local community and charities through the Aga Khan Development Network, an international group non-profit agencies focusing on poverty alleviation and risk mitigation through health, education, social, and economic development of disenfranchised segments.

Exhibit 9 – Disclosure Statement

Rushmore Energy, LLC submits the following disclosure statement and contract summary forms for consideration.



Pennsylvania Residential Disclosure Statement and Terms of Service

This is an agreement for natural gas commodity supply service between Rushmore Energy, LLC (Rushmore Energy) and you, for the service address or addresses set forth in your Natural Gas Service Agreement and confirmed in your welcome letter. Together, this Disclosure Statement, including the terms of service set forth herein, and your Natural Gas Service Agreement collectively describe your agreement with respect to your purchase of natural gas supply service from Rushmore Energy (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Rushmore Energy is licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas supply services in Pennsylvania. Our PUC license number is _____. Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution or delivery prices and services.

Definitions

- Natural Gas Distribution Company (NGDC) – A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer (Formerly called local distribution company).
- Natural Gas Supplier (NGS) – An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC.
- Distribution Charge – The charges for the delivery of natural gas from the point of receipt into the NGDC's system.
- Public Utility Commission (PUC) – The Pennsylvania Public Utility Commission is the state regulatory agency that provides oversight, policy guidance and direction to public utilities. The PUC licenses natural gas suppliers but does not otherwise oversee or regulate suppliers.
- Commodity Charge – The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).

Right of Rescission - You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by calling (800) 590-7295 during business hours (Monday-Friday, 9:00am - 5:00pm EST), by sending an email to ContactUs@RushmoreEnergy.com, or by writing to Rushmore Energy at the address listed below in Section 15.

Terms of Service

1. Basic Service Prices.

(a) Fixed Rate. If your rate is a fixed rate, you will pay the fixed rate set forth in your Natural Gas Service Agreement and confirmed in your welcome letter during the term specified in your Natural Gas Service Agreement, plus the base monthly charge, if any. This rate will include the Commodity Charge, and estimated state taxes including gross receipts tax, but excludes applicable state and local sales taxes for services provided under this Agreement.

(b) Variable Rate. If your rate is a variable rate, your rate for natural gas supply service provided under this Agreement may change each month based upon wholesale market conditions as they exist at the time. Rushmore Energy will charge you for all natural gas billed by your NGDC at a variable rate, based upon the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the delivery point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and our costs, expenses, and margins. There is no limit on how much the price may change from one billing cycle to the next. Rushmore Energy does not pay or arrange for the payment of any outstanding debts owed by you to the NGDC or any previous NGS.

Your price includes estimated state taxes including the gross receipts tax, but not applicable Pennsylvania sales tax or any local tax. You are responsible for any and all taxes (whether passed through to you on the NGDC's bill as a separate line item or as part of the price of natural gas, as required by law, rule, or regulation) and NGDC charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Rushmore Energy with the necessary certificates and other documentation to qualify for such status. You can find our current variable price by calling Rushmore Energy at (800) 590-7295 during business hours (Monday-Friday, 9:00am - 5:00pm EST) or by visiting the company website at www.RushmoreEnergy.com. Historical pricing is not indicative of present or future pricing.

2. Billing. Your NGDC will continue to issue a monthly bill and the bill will include both your Commodity Charge and your Distribution Charge, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Rushmore Energy will use the same meter reading information from the NGDC to derive your Commodity Charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the NGDC's tariff.

3. Length of Agreement. With the exception of a new meter installation or special meter reading date, you will buy your natural gas supply service for the service addresses set forth in your Natural Gas Service Agreement from Rushmore Energy on the next regularly scheduled meter reading date available and will continue for the duration of the term specified in your Natural Gas Service Agreement (the Term) and confirmed in your welcome letter. You have three days to accept or decline this Agreement upon receipt. This Agreement shall remain in effect unless cancelled per Section 5 below. This Agreement will terminate when the NGDC completes the termination in accordance with its rules.

4. Penalties, Fees and Exceptions.

Fixed Rate Contracts. If you cancel this Agreement prior to the end of the Term, you will be subject to an early cancellation fee unless such fee is waived or otherwise modified in writing by Rushmore Energy. The fee is \$5.00 for each month remaining in the Term.

You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. Any early cancellation fee may automatically be applied to your credit card or bank account depending on the automatic payment arrangements made during enrollment. If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable

attorney fees, and court costs, incurred in connection with the collection of delinquent balances. Rushmore Energy may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

Variable Rate Contracts: None.

5. Cancellation Provisions. You may cancel this Agreement without any penalty any time before midnight of the third business day after receiving this Agreement by contacting us as outlined in Section 15 below. After the third business day after receiving this Agreement, you may cancel this Agreement at any time by calling Rushmore Energy at (800) 590-7295, but you will be required to pay the early cancellation fee described in Section 4 above if you cancel prior to the expiration of the Term of this Agreement. You may also cancel this Agreement without penalty if you move to a location outside the NGDC service area and provide reasonable evidence, if required, that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date Rushmore Energy notifies your NGDC. You will be responsible for all payments due hereunder until the cancellation of natural gas supply service is completed. If for any reason Rushmore Energy is no longer able to economically continue this Agreement, Rushmore Energy may cancel this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Rushmore Energy if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Rushmore Energy is or becomes untrue. Rushmore may also cancel this Agreement if your NGDC is unable to read your meter or Rushmore is unable to bill you for consecutive months. If this Agreement is canceled or expires, you will receive uninterrupted service from the NGDC until you designate another provider of natural gas supply service or service is shut off by the NGDC. Only the NGDC may shut off your energy.

6. Agreement Expiration/Change in Terms. If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. Rushmore Energy will provide written notice to you, free of charge, and a copy of any material change to this Agreement prior to the date any such change becomes effective. Upon receipt of written notice of a material change, you may cancel this Agreement without penalty prior to the date such change becomes effective. **If we do not receive a response by the end of your Term, we may return you to utility standard service, or you may be automatically placed on our then current, month-to-month product and pricing. After being placed on our month-to-month product, you may cancel service with Rushmore at any time, without penalty, according to the rules of your NGDC.**

7. Information Release and Authorization. You designate Rushmore Energy as your authorized agent and hereby authorize Rushmore Energy to obtain credit and natural gas usage history. Acceptance of this Agreement is an authorization for the release of the information. You also hereby authorize Rushmore Energy to arrange transmission and other services for the purpose of serving your account. This authorization will remain in effect during the Term and any renewal term of this Agreement. You may rescind your authorization at any time by providing written notice thereof to Rushmore Energy. You hereby consent to being contacted by Rushmore or its agents via phone, fax, email, text message, or other reasonable means, at any of your contact numbers or physical or electronic addresses, regardless of your listing on any federal, state, provincial, or other applicable "Do Not Call" list. Such contact will be in regard to the services provided under this Agreement, the collection of past due balances, or for matters related to your account.

8. Agency-Gas. You hereby designate Rushmore Energy as your agent to: (a) arrange and administer contracts and service agreements between you and Rushmore Energy and between the interstate pipeline transporters of your natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of your natural gas supplies from the sales point to the delivery points, and with the NGDC for the transportation of your natural gas supplies from the delivery points to your end-use premises ("Premises"); and (c) aggregate your natural gas supplies with such supplies of other customers served by Rushmore Energy to maintain qualification for NGDC transportation service and resolve imbalances that may arise during the Term. Rushmore Energy, as your agent, will schedule the delivery of adequate supplies of natural gas that meet your city gate requirements as established by the NGDC and in response to information from the NGDC. The sales points for the natural gas Rushmore Energy supplies under this Agreement will be a point or points selected from time to time by Rushmore Energy to assure service reliability. The delivery points for the natural gas transported by interstate pipelines will be the city gate stations of the NGDC. Rushmore Energy agrees to arrange for the transportation of the natural gas it supplies under this Agreement from the sales points to the delivery points, and from the delivery points to the premises. Rushmore Energy will provide these services on an arm's-length basis, and market-based compensation is included in the Basic Service Prices noted above.

9. Forward Contract. Each party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the parties, nor as creating any relationship between the parties other than that of independent contractors for the sale and purchase of natural gas; (c) Rushmore Energy is not a "Utility" as defined in the Code; (d) Rushmore Energy will supply natural gas under this Agreement, but the NGDC will provide delivery; and (e) the NGDC, and not Rushmore Energy, is responsible for responding to service problems or emergencies should they occur.

10. Binding Arbitration; Class Action Waiver. In the unlikely event that you have any complaint or other dispute that is not resolved by Rushmore Energy or the Pennsylvania Public Utility Commission to your satisfaction, or that we have a dispute with you and are unable to resolve it informally, we each agree to resolve such a dispute through binding arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA") or small claims court, instead of before any other court. We each agree to arbitrate solely on an individual basis, and understand and agree that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND RUSHMORE ENERGY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR TO SUE IN A COURT (OTHER THAN AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS DESCRIBED HEREIN).

11. Dispute Procedures. Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

12. Warranties. RUSHMORE ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF NATURAL GAS SUPPLY SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

13. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the natural gas supply after receipt at the delivery point or points. RUSHMORE ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. The remedy in any claim or suit by you against Rushmore Energy will be solely limited to direct actual damages (which will not exceed the amount of your single largest monthly invoice amount in the immediately preceding twelve (12) months). To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

14. Miscellaneous.

(a) If Rushmore Energy is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act, pandemic, or event that is beyond the reasonable control of Rushmore Energy that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, aggregators, other NGSSs, qualified scheduling entities, NGDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

(b) Your natural gas supply service will be provided in accordance with your existing connection requirements unless you request a change by the NGDC and pay for the cost of that change. You may not resell or use any natural gas supply provided under this Agreement as an auxiliary or supplement to any other source of energy. The supply of natural gas under this Agreement will be measured at the delivery point by the NGDC providing the delivery service in accordance with the terms of the applicable tariff for natural gas supply service. Rushmore Energy and you will be bound by the measurement from the meters owned, installed, maintained, and read by the NGDC.

(c) This Agreement will be governed by, interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of laws.

(d) This Disclosure Statement and Terms of Service, along with your Natural Gas Service Agreement as confirmed by your welcome letter, constitute the entire agreement between you and Rushmore Energy relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Rushmore Energy concerning the subject matter of the Agreement.

(e) Rushmore Energy may assign this Agreement, together with all rights and obligations hereunder, to (i) Rushmore Energy's natural gas supplier, or such supplier's designee, (ii) an affiliate of Rushmore Energy or to any other person succeeding to all or substantially all of Rushmore Energy's assets, or (iii) in connection with any financing or other financial arrangement. Rushmore Energy will provide you with 30 days notice prior to assignment of this Agreement.

(f) Any failure by Rushmore Energy to enforce any term or condition of your natural gas supply service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(g) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as nearly as possible.

(h) The provisions of this Agreement concerning payment, limitation of liability, and waivers will survive the cancellation or expiration of this Agreement.

(i) Information about shopping for a gas supplier is available at www.PaGasSwitch.com, by calling the Commission at (800) 692-7380 and at www.oca.state.pa.us.

(j) If the supplier of last resort (Local Utility) changes, the new supplier of last resort shall notify you of that change, and shall provide you with the name, address, telephone number and internet address, if available.

15. Contact Information. Information regarding Rushmore Energy's variable rates, energy efficiency, or historical billing data is available upon request. Residential customers and small commercial customers are entitled to receive at no charge, and at least once a year, historical billing data from whomever reads their meter for billing purposes.

Natural Gas Supplier: Rushmore Energy, LLC
P.O. Box 2640
Sugar Land, TX 77487
(800) 590-7295
PA License No.: _____
www.RushmoreEnergy.com
Hours of Operation: Monday through Friday (except holidays), 9:00 a.m. to 5:00 p.m., Eastern Standard Time

Natural Gas Distribution Company & Provider of Last Resort: PECO
www.peco.com
(800) 494-4000

In the case of an outage, call: PECO
(800) 841-4141

Public Utility Commission: Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Utility Choice Hotline: 1-800-692-7380

Low Income Assistance Programs. The Low-Income Home Energy Assistance Program (LIHEAP) offers help if you're struggling to pay your home heating bills. LIHEAP is funded by the federal government and administered by the Pennsylvania Department of Public Welfare. The program provides cash grants to help families with heating bills and crisis grants to help families that are at risk of losing their power or coping with heating emergencies, like equipment breakdowns. For more information about the program, call your county agency or your Utility using the information listed below:

PECO – (800) 774-7040

Program Name(s): CAP (Customer Assistance Program); LIURP (Low Income Usage Reduction Program); CARES (Customer Assistance and Referral Evaluation Services); MEAF (Matching Energy Assistance Fund) - Hardship Fund



NATURAL GAS SUPPLIER CONTRACT SUMMARY

Contract Version:
v1.03.07-27-20

Natural Gas Supplier Information	<p>Rushmore Energy, LLC P.O. Box 2640 Sugar Land, TX 77487 www.RushmoreEnergy.com (800) 590-7295 License Number: _____ Rushmore Energy is responsible for the gas commodity/supply charges.</p>
Natural Gas Price Structure	<p>[If Fixed] Our agreement with you (referred to as our "Agreement") is for an all-inclusive per [therm/ccf/mcf] (therm/ccf/mcf) price that will remain the same for the term of the Agreement.</p> <p>[If Variable] Variable: Our agreement with you (referred to as our "Agreement") is for an all-inclusive monthly variable rate. The price each month shall reflect the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the delivery point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and our costs, expenses, and margins. There is no limit on how much the price may change from one billing cycle to the next. Such price will be reflected in your monthly bill.</p>
Natural Gas Supply Price	<p>[If Fixed] \$ _____ / ____ for gas commodity/supply charges and include estimated total state taxes. Price excludes other taxes, utility distribution service charges, and other non-bypassable utility charges and fees. Base monthly fee: \$0.00.</p> <p>[If Variable] Your first month's price with us will be \$ _____ / _____.</p>
Statement Regarding Savings	<p>Rushmore Energy does not represent any guaranteed savings. The prices and charges paid to Rushmore Energy under our Agreement may not always provide savings to you.</p>
Deposit Requirements	<p>None.</p>
Incentives	<p>N/A</p>
Contract Start Date	<p>Your service will start on a meter-read date set by your Natural Gas Distribution Company (NGDC).</p>
Contract Term/Length	<p>[If Fixed] ____ monthly billing cycles. [If Variable] Month-to-month</p>
Cancellation/Early Termination Fees	<p>[If Fixed] Yes. If you cancel your contract before the end of the term, we may charge you a cancellation fee of \$5 for each month remaining in the term.</p>

	<p>[If Variable] There is no early cancellation fee associated with variable rate agreements.</p>
End of Contract	<p>[If Fixed] Our Agreement may be automatically renewed with advance written notices sent separately between 45 and 75 days before the expiration of our Agreement. If you do not respond to these notices we can automatically place you into a renewal term, but you will be able to cancel the automatic renewal without any early cancellation fees.</p> <p>[If Variable] This Agreement will continue on a month-to-month basis unless cancelled by either party.</p>

PLEASE KEEP A COPY FOR YOUR RECORDS

Exhibit 11 – Affidavits

Rushmore Energy, LLC submits the following Application and Operations affidavits as required to verify its application and intentions to operate within the rules of the Commonwealth of Pennsylvania.

APPLICATION AFFIDAVIT

State of Texas :
County of Fort Bend : ss.

Rafiq Dhanani, Affiant, being duly sworn according to law, deposes and says that:

He is the Vice President (Office of Affiant) of Rushmore Energy, LLC (Name of Applicant);

That he is authorized to and does make this affidavit for said Applicant;

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

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

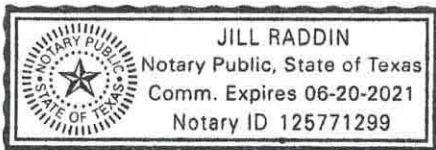
That the Applicant herein Rushmore Energy, LLC acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

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



Signature of Affiant

Sworn and subscribed before me this 28th day of July, 2020.





Signature of official administering oath

My commission expires 6/20/2021.

OPERATIONS AFFIDAVIT (Continued)

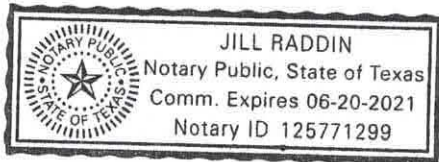
That Rushmore Energy, LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506 and the standards and billing practices of 52 PA. Code Chapter 56.

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 to the best of his knowledge, information, and belief.


Signature of Affiant

Sworn and subscribed before me this 28th day of July, 2020.




Signature of official administering oath

My commission expires 6/20/2021.

Exhibit 12 – Proof of Publication

Rushmore Energy, LLC submits the following proof of publication from the Philadelphia Daily News as required for the proposed service area.

**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:

July 6, 2020

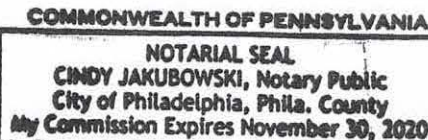
Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to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



Sworn to and subscribed before me this 6th day of
July, 2020.


Notary Public

My Commission Expires:



Copy of Notice of Publication

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Application of **Rushmore Energy, LLC** (d/b/a **Rushmore Energy**) For Approval To Offer, Render, or Furnish Natural Gas Services as a **Supplier, Aggregator, or Marketer/Broker** Engaged in The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

Rushmore Energy, 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 or aggregator of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. **Rushmore Energy, LLC** proposes to sell natural gas and related services in PECO under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Rushmore Energy, 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 **Rushmore Energy, LLC** attorney at the address listed below.

By and through Counsel: **Rafiq Dhanani**
Rushmore Energy, LLC
54 Sugar Creek Center Blvd., Suite 200
Sugar Land, TX 77478
800-590-7295 (Tel)
888-732-1736 (Fax)