



August 29, 2020

PA Public Utility Commission  
Rosemary Chiavetta  
Secretary  
400 North Street  
Keystone Building  
Harrisburg, PA 17120

RECEIVED

AUG 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: Application of Thornridge Facilities Associates, LLC

Dear Secretary Chiavetta,

Enclosed please find the application of Thornridge Facilities Associates, LLC to serve as a broker of electric and natural gas in the Commonwealth of Pennsylvania, along with the requisite certified checks, affidavits, CD-ROM, sealed financial documents marked "Confidential" and other required documentation.

Questions can be directed to the undersigned via email at [jhajduk@thornridgefacilites.com](mailto:jhajduk@thornridgefacilites.com) or at the following phone number 724-875-6594.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "John Hajduk", written in a cursive style.

John Hajduk

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Thornridge Facilities Associates, LLC, d/b/a Thornridge Facilities Associates, LLC, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) Broker/Marketer 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:

**Thornridge Facilities Associates, LLC**  
130 Thornridge Dr  
Pennsylvania Furnace, PA 16865  
[www.thornridgefacilities.com](http://www.thornridgefacilities.com)

- 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.

**Not Applicable**

- 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.

**Devin Pennebaker**  
Vice President Energy Procurement  
Thornridge Facilities Associates, LLC  
130 Thornridge Dr  
Pennsylvania Furnace, PA 16865  
[dpennbaker@thornridgefacilities.com](mailto:dpennbaker@thornridgefacilities.com)  
Phone: 814-424-8699

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- 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.

**Philip K. Miles III**  
McQuaide Blasko – Attorneys at Law  
811 University Drive  
State College, PA 16801  
Phone: 814-238-4926  
Fax: 814-234-5620

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: (Required of ALL Applicants)** 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 Electric 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 EGSs.

**Primary Contact:**

John Hajduk  
President  
Thornridge Facilities Associates, LLC  
130 Thornridge Drive  
Pennsylvania Furnace, PA 16865  
[jhajduk@thornridgefacilities.com](mailto:jhajduk@thornridgefacilities.com)  
Phone: 724-875-6594

**Alternate Contact:**

Devin Pennebaker  
Vice President Energy Procurement  
Thornridge Facilities Associates, LLC  
130 Thornridge Drive  
Pennsylvania Furnace, PA 16865  
[dpennebaker@thornridgefacilities.com](mailto:dpennebaker@thornridgefacilities.com)  
Phone: 814-470-2527

## 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, Form PA-953.

**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:

- 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):

See (3) attachments 2.b:

- 2.b(1) "Commonwealth of Pennsylvania Certificate of Organization", 2 Page(s)
- 2.b(2) "Certificate of Amendment-Domestic", 2 Page(s)
- 2.b(3) "Limited Liability Company Operation Agreement of Thornridge Facilities Associates, LLC", 15 Page(s)

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

### **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.

**Applicant does not have any Affiliates**

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

**Applicant does not have any predecessors that have done business as an Electric Generation Supplier in the preceding five (5) years.**

### **4. OPERATIONS**

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

Definitions

- Supplier – an entity that sells electricity to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC.
- Aggregator - an entity that purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of electric energy but does not take title to electric energy.

The Applicant is presently doing business in Pennsylvania as a

- municipal electric corporation
- electric cooperative
- local gas distribution company
- provider of electric generation, transmission or distribution services
- broker/marketer engaged in the business of supplying electricity services
- Other; Identify the nature of service being rendered.

**Facilities management consulting corporation offering facilities management, property management and asset management expertise to private and public sector clients.**

**b. APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a (*may check multiple*):

- Generator of electricity
- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
  - Check here to verify that your organization will not be taking title to the electricity nor will you be making payments for customers.
- Electric Cooperative and supplier of electric power
- Other (Describe):

**c. PROPOSED SERVICES:** Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.

**Thornridge Facilities Associates intends to engage in business in Pennsylvania to provide procurement services to Commercial and Industrial entities as a Broker/Marketer without taking title to electricity.**

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

- |   |   |
|---|---|
| <input type="checkbox"/> Citizens' Electric | <input type="checkbox"/> Pike                                 |
| <input type="checkbox"/> Duquesne Light     | <input type="checkbox"/> PPL                                  |
| <input type="checkbox"/> Met-Ed             | <input type="checkbox"/> UGI Utilities                        |
| <input type="checkbox"/> PECO               | <input type="checkbox"/> Wellsboro                            |
| <input type="checkbox"/> Penelec            | <input type="checkbox"/> West Penn                            |
| <input type="checkbox"/> Penn Power         | <input checked="" type="checkbox"/> Entire Commonwealth of PA |

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

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Residential and Small Commercial as Mixed Meter ONLY (CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE)
- Large Commercial Customers - (Over 25 kW)
- 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.

9/1/2020

## 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.

**No person identified in this Application has been convicted of a crime involving fraud or a similar activity related to Electric Generation Supplier services.**

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

**Not applicable**

- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints, in the Commonwealth of Pennsylvania or any state, 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.

**No person identified in this Application has been convicted of a crime involving fraud or a similar activity related to Electric Generation Supplier services.**

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

**Not applicable**

## 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:

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

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

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

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

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

- b. **EDCs:** 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 Electric 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 EDC is as follows.

**West Penn:**  
Legal Department  
West Penn Power d/b/a Allegheny Power  
800 Cabin Hill Drive  
Greensburg, PA 15601-1689

**Pike County Light & Power Company:**  
Vice President – Energy Supply  
Corning Natural Gas Holding Corporation  
330 West William Street  
Corning, NY 14830

**Duquesne Light:**  
Regulatory Affairs  
Duquesne Light Company  
411 Seventh Street, MD 16-4  
Pittsburgh, PA 15219

**PECO:**  
Manager Energy Acquisition  
PECO Energy Company  
2301 Market Street  
Philadelphia, PA 19101-8699

**PPL:**  
Office of General Counsel  
Attn: Kimberly A. Klock  
PPL  
Two North Ninth Street (GENTW3)  
Allentown, PA 18101-1179

**Met-Ed, Penelec, and Penn Power:**

Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

**Citizens' Electric Company:**

Citizens' Electric Company  
Attn: EGS Coordination  
1775 Industrial Boulevard  
Lewisburg, PA 17837

**UGI:**

UGI Utilities, Inc.  
Attn: Rates Dept. – Choice Coordinator  
1 UGI Drive  
Denver, PA 17517

**Wellsboro Electric Company:**

Wellsboro Electric Company  
Attn: EGS Coordination  
33 Austin Street  
P. O. Box 138  
Wellsboro, PA 16901



## 7. FINANCIAL FITNESS

a. **BONDING:** In accordance with 66 Pa. C.S. Section 2809(c)(1)(i), the Applicant is required to file a bond or other instrument to ensure its financial responsibilities and obligations as an EGS. Therefore, the Applicant is...

- Furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.
- Furnishing the **ORIGINAL** of another initial security for Commission approval, to ensure financial responsibility, such as a parental guarantee, in the amount of \$250,000.
- For Marketers and Brokers** - Filing for a modification to the \$250,000 requirement and furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$10,000. Applicant is required to provide information supporting an amount less than \$250,000. Such supporting information must include indication that the Applicant will not take title to electricity and will not pay electricity bills on behalf of its customers. Further details for modification may be described as well.

See (1) attachments 7.a **CONFIDENTIAL**:

- 7.a(1) "Thornridge Facilities Associates Bond Number SB0379905". 2 Page(s)

### CRITICAL BONDING NOTES:

Applicant is required to maintain a bond or other financial instrument the entire time it maintains an EGS license with the Commonwealth of Pennsylvania. If Applicant's security instrument is not continuous, Applicant **MUST** submit a Rider, Amendment, or Continuation Certificate annually based on the expiration date of its security instrument.

At least sixty days (60) prior to the security instrument's expiration date, Applicant should contact Stephen Jakab at [sjakab@pa.gov](mailto:sjakab@pa.gov) to determine the appropriate bonding amount based on a percentage of Applicant's gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. Once the amount has been determined, Applicant should overnight the updated security instrument(s) at least thirty (30) days prior to the expiration date to ensure adequate time for staff review and approval of the security instrument(s).

Template versions of a continuous bond, fixed-term bond, continuous letter of credit, and parental guarantee are attached at Appendix E, F, G, & H, respectively. Applicant's security must follow language from these examples, and must include the unmodified language outlined in Appendix D. Any deviation from these examples must be identified in the application and may not be acceptable to the Commission.

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:

See (4) attachments 7.b **CONFIDENTIAL:**

- 7.b(1) "Thornridge Facilities Associates LLC Income Statement 2018". 1 Page(s)
  - 7.b(2) "Thornridge Facilities Associates LLC Income Statement 2019". 1 Page(s)
  - 7.b(4) "Thornridge Facilities Associates LLC Bank Account Statements". 9 Page(s)
- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
  - *Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)*
  - Applicant's accounting statements, including balance sheet and income statements for the past two years.
  - Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.
  - A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
  - Audited financial statements exhibiting accounts over a minimum two year period.
  - Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

c. **SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

**Not applicable**

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

**Fees will be collected as part of a contract for energy procurement advisory services over a specified duration. These fees will be paid directly to Thornridge Facilities Associates and Thornridge Facilities Associates will not be taking title to electricity or making payments on behalf of its clients.**

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.

**John Hajduk**  
**President**  
**Thornridge Facilities Associates, LLC**  
**130 Thornridge Drive**  
**Pennsylvania Furnace, PA 16865**  
**Phone: 724-865-6594**  
**[jhajduk@thornridgefacilities.com](mailto:jhajduk@thornridgefacilities.com)**

f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix I 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.*

## 8. TECHNICAL FITNESS:

To ensure that the present quality and availability of service provided by electric utilities 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 electricity industry.
- Summary and proof of licenses as a supplier of electric 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.
- Documentation of membership in PJM, ECAR, MAAC, other regional reliability councils, or any other membership or certification that is deemed appropriate to justify competency to operate as an EGS within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

**Thornridge Facilities Associates specializes in a 360 approach to facilities management comprised of Asset Management, Risk Management, Business Management, Operations and Maintenance, Real Estate and Sustainability. Falling under the Risk Management category, Thornridge Facilities Associates proposes to serve its clients as a marketer/broker not taking title to energy in an effort to maximize the supply-side benefit of demand-based energy reductions.**

**President and founder John Hajduk has provided services to major public and private sector clients across North America. He also holds a seat on the ProFM Commission, BOMI Board of Trustees, and has authored facility management (FM) materials for Trade Press, Holmes Corp, IFMA, BOMI, and Penn State University. Prior to incorporating Thornridge Facilities Associates, John has previously held positions of Director at the Penn State Facilities Engineering Institute (PSFEI), led Facilities and Real Estate across North America at Westinghouse Electric Company, and held several technical roles at Schlumberger and Appleton Papers. He has directly managed over \$100M annually of facilities operational budgets, centralized facilities operations for Fortune 500 companies, and developed and delivered facilities management educational programs for the Commonwealth of Pennsylvania, federal General Services Administration-PBS, and other large organizations.**

**Reporting to Mr. Hajduk, Devin Pennebaker has previously provided commodity management services for an energy portfolio of approximately \$350 million. Comprised of the Commonwealth of Pennsylvania, State System of Higher Education, Penn State Hershey Medical Center, the Pennsylvania Turnpike Commission and other various clients, Devin has managed market-based risk for entities of all risk appetites. Holding a Certified Energy Procurement Professional accreditation from the Association of Energy Engineers, Devin is intimately familiar with commodity contracting and the high ethical standards of the Pennsylvania Public Utility Commission.**

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

- Internal – Applicant will use its own internal resources/employees for marketing
- External EGS – Applicant will contract with a PUC **LICENSED EGS** broker/marketer
- Affiliate – Applicant will use a **NON-EGS** affiliate marketing company and or individuals.
- External Third-Party – Applicant will contract with a **NON-EGS** third party marketing company and or individuals
- Other (Describe):

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

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

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

**As a facilities management, property management and asset management consulting, firm ethics and integrity are held to the highest standards as Thornridge Facilities Associates educates and serves its clients. Open and honest negotiation regarding commodity management is integral to the education and service of its clients. As a small business, the reputation of Thornridge Facilities Associates is at the forefront of every activity and action, therefore unethical marketing or business practices will not be tolerated in any way.**

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.

**See (1) attachments 8.e:**

**8.e(1) "Officers Resumes". 3 Page(s)**

**John Hajduk, President**  
**Devin Pennebaker, Vice President Energy Procurement**

f. **FERC FILING:** Applicant has:

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- Received approval from FERC to be a Power Marketer at Docket or Case Number \_\_\_\_\_.
- Not applicable

## 9. DISCLOSURE STATEMENTS:

**Disclosure Statements:** If proposing to serve Residential and/or Small Commercial (under 25 kW) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix J to this Application.

- Electricity 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.

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

## 10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **PJM LOAD SERVING ENTITY REQUIREMENT:** As a prospective EGS, the applicant understands that those EGSs which provide retail electric supply service (i.e. takes title to electricity) must provide either:
- proof of registration as a PJM Load Serving Entity (LSE), or
  - proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

The Applicant understands that compliance with this requirement must be filed within 120 days of the Applicant receiving a license. As well, the Applicant understands that compliance with this requirement may be filed with this instant application.

*(Select only one of the following)*

- AGREED - Applicant has included compliance with this requirement in the instant application, labeled in correspondence with this section (10).
- AGREED - Applicant will provide compliance with this requirement within 120 days of receiving its license
- ACKNOWLEDGED - Applicant is not proposing to provide retail electric supply service at this time, and therefore is not presently obligated to provide such information

- b. **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 § 54.43, as well as any future amendments.

AGREED

- c. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:

- Retail Electricity Choice Activity Reports: The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.
- Net Metering Reports: Applicant shall be responsible to report any Net Metering per the Standards on [http://www.puc.pa.gov/consumer\\_info/electricity/alternative\\_energy.aspx](http://www.puc.pa.gov/consumer_info/electricity/alternative_energy.aspx). Scroll down to the Net Metering Standards Section.
- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(d).
- Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

AGREED

- d. **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. Section 2809(D). Transferee will be required to file the appropriate licensing application.

AGREED

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

ACKNOWLEDGED

- f. **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 § 54.34.

AGREED

- g. **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

h. **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 twenty (20) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 54.34.

AGREED

i. **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

j. **Electronic Data Interchange:** The Applicant acknowledges the Electronic Data Interchange (EDI) requirements and the relevant contacts for each EDC, as listed at Appendix M.

AGREED

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

PAYMENT ENCLOSED

## 11. AFFIDAVITS

**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. **See attached Electric Application Affidavit Appendix A**
- b. **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service. An example copy of this Affidavit can be found at Appendix B. **See attached Electric Operations Affidavit Appendix B**

See (2) attachments 11.a, 11.b, Affidavits:

- 11.a(1) "Application Affidavit executed and notarized", 1 Page(s)
- 11.b(1) "Operations Affidavit executed and notarized", 2 Page(s)

## 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 EDC. For example, an applicant that wants to operate in Penn Power 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.

**See (7) attachments 12. "Executed Newspaper Proof of Publication", 7 Page(s):**

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News	Pittsburgh Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Citizens' Electric						X	
Duquesne				X			
Met Ed		X	X		X		
PECO			X				
Penelec	X	X			X	X	X
Penn Power	X			X			
Pike					X		
PPL		X	X		X	X	
UGI					X		
Wellsboro						X	
West Penn		X		X		X	X
Entire Commonwealth	X	X	X	X	X	X	X

*(Example Publications are provided at Appendices K and L)*

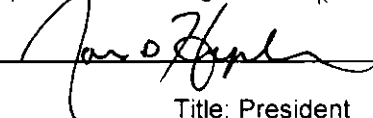
**13. SIGNATURE**

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Applicant: Thornridge Facilities Associates, LLC.

By:  \_\_\_\_\_  
Title: 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 are complete.

**Applicant: Thornridge Facilities Associates, LLC.**

Applicant's Use	✓	<b>Signature</b>	
	✓	<b>Filing Fee (CERTIFIED CHECK OR MONEY ORDER ONLY)</b>	
	✓	<b>Application Affidavit</b>	
	✓	<b>Operations Affidavit</b>	
	✓	<b>Proof of Publication</b>	
	✓	<b>Bond, Letter of Credit, or Parental/Affiliate Guarantee</b>	
	✓	<b>Tax Certification Statement</b>	
	✓	<b>Commonwealth Department of State Verification</b>	
	✓	<b>Certificate of Service</b>	

PUC Secretary's Bureau Use

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SECRETARY'S BUREAU

Appendix A

APPLICATION AFFIDAVIT

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Commonwealth of Pennsylvania:

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

County of Centre:

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

He is the President of Thornridge Facilities Associates, LLC.;

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

That the Applicant herein Thornridge Facilities Associates, LLC. has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa. C.S. § 2809 (B).

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

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

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

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 26<sup>th</sup> day of June, 2020.

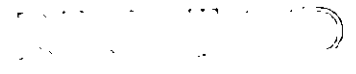
*[Handwritten Signature]*  
\_\_\_\_\_  
Signature of official administering oath

My commission expires 3-6-2024

Commonwealth of Pennsylvania - Notary Seal  
Stephanie A. Peachey, Notary Public  
Centre County  
My commission expires March 6, 2024  
Commission number 1126860  
Member, Pennsylvania Association of Notaries

Appendix B

OPERATIONS AFFIDAVIT



AUG 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Commonwealth of Pennsylvania:

: SS.

County of Centre:

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

He is the President of Thornridge Facilities Associates, LLC.;

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

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

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

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

As provided by 66 Pa. C.S. §2810 (C)(6)(iv), Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

That Thornridge Facilities Associates, LLC., the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, §2807 (C), §2807(D)(2), §2809(B) and the standards and billing practices of 52 PA. Code Chapter 56.

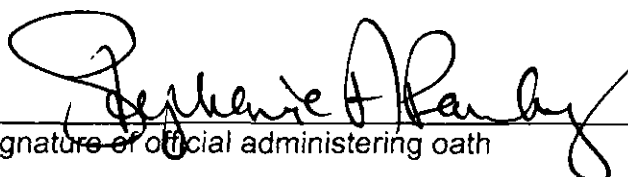
That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Bureau of Public Liaison or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the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

**Appendix B (Continued)**

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

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

Sworn and subscribed before me this 26<sup>th</sup> day of June, 2020.

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

My commission expires 3-6-2024.

Commonwealth of Pennsylvania - Notary Seal  
Stephanie A. Peachey, Notary Public  
Centre County  
My commission expires March 6, 2024  
Commission number 1126860  
Member, Pennsylvania Association of Notaries

**2.b "Business Entity and Department of State Filings:**

**Attachments (3):**

*2.b(1) "Commonwealth of Pennsylvania Certificate of Organization". 2 Page(s)*

*2.b(2) "Certificate of Amendment-Domestic". 2 Page(s)*

*2.b(3) "Limited Liability Company Operating Agreement of Thornridge Facilities Associates, LLC". 15 Page(s)*

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SECRETARY'S BUREAU

ATTACHMENT 2.b(1) "Commonwealth of Pennsylvania Certificate of Organization". 2  
Page(s)

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PA PUBLIC UTILITIES COMMISSION  
SECRETARY'S BUREAU

PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Entity# : 4339384  
Date Filed : 09/17/2017  
Pedro A. Cortés  
Secretary of the Commonwealth

Return document by mail to:  
John Hajduk  
Name  
284 Shepherd Road  
Address  
Cherry Tree PA 15724  
City State Zip Code  
 Return document by email to: \_\_\_\_\_

Certificate of Amendment-Domestic  
Limited Partnership/Limited Liability Company  
DSCB:15-8622/8822(rev. 2/2017)  
  
8622

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov>.

Fee: \$70.00

Check one:  Limited Partnership (§ 8622)  Limited Liability Company (§ 8822)

In compliance with the requirements of the applicable provisions (relating to certificate of amendment), the undersigned, desiring to amend its Certificate of Limited Partnership/Certificate of Organization, hereby certifies that:

1. The name of the limited partnership/limited liability company is:

Gold Digger Enterprises LLC

2. The date of filing of the original Certificate of Limited Partnership/Certificate of Organization:

3/16/2015

Date(MM/DD/YYYY)

3. The current registered office address on file with the Department of State: *Complete part (a) OR (b) – not both:*

(a) 284 Shepherd Road, Cherry Tree, PA, 15724, Indiana, United States

Number and Street City State Zip County

(b) c/o: \_\_\_\_\_

Name of Commercial Registered Office Provider

County

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

The amendment adopted by the limited partnership/limited liability company, set forth in full, is as follows:

The name of the limited liability company shall henceforth be known as Thornridge Facilities Associates LLC

The amendment adopted by the limited partnership/limited liability company is set forth in full in Exhibit A attached hereto and made a part hereof.

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

The amendment shall be effective upon filing this Certificate of Amendment in the Department of State.

The amendment shall be effective on: \_\_\_\_\_

at \_\_\_\_\_

Date(MM/DD/YYYY)

Hour (if any)

6. Check if the amendment restates the Certificate of Limited Partnership/Organization:

The restated Certificate of Limited Partnership/Organization supersedes the original Certificate of Limited Partnership/Organization and all previous amendments thereto.

IN TESTIMONY WHEREOF, the undersigned limited partnership/limited liability company has caused this Certificate of Amendment to be executed this 17th day of September, 2017.

Gold Digger Enterprises LLC  
Name of Limited Partnership/Limited Liability  
Company  
John Hajduk  
Signature  
Manager  
Title



*ATTACHMENT 2.b(2) "Certificate of Amendment-Domestic". 2 Page(s)*

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

ST, PAO4B

Entity #: 4339384  
Date Filed: 03/16/2015  
Effective Date: 06/01/2015  
Pedro A. Cortés  
Acting Secretary of the Commonwealth

From: pao4b@state.pa.us  
Sent: Sunday, March 15, 2015 10:30 AM  
To: ST, PAO4B  
Subject: PAO4B New Registration

423168

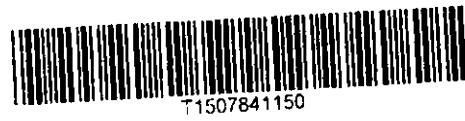
**PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU  
Certificate of Organization  
Domestic Limited Liability Company  
(15 Pa.C.S. § 8913)**

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

Name

John Hajduk  
Address  
284 Shepherd Road  
Address

Commonwealth of Pennsylvania  
CERTIFICATE OF ORGANIZATION 2 Page(s)



City State/Zip Code  
Cherry Tree PA 15724 -8501

Email: hajdukjd@gmail.com

Fee: \$125

CC-1125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

- The name of the limited liability company (*designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation*):  
**Gold Digger Enterprises LLC**
- The (a) address of limited liability company's 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>284 Shepherd Road</b>	<b>Cherry Tree</b>	<b>PA</b>	<b>15724 -8501</b>	<b>11</b>

(b) Name of Commercial Registered Office Provider	County
<i>c/o:</i>	

- The name and address, including street and number, if any, of each organizer is (*all organizers must sign on page 2*):

Name	Address
<b>John Daniel Hajduk</b>	<b>284 Shepherd RoadCherry TreePA15724</b>

- Strike out if inapplicable term*  
A member's interest in the company is to be evidenced by a certificate of membership interest.
- Strike out if inapplicable*  
Management of the company is vested in a manager or managers.
- The specified effective date, if any is:

<b>06</b>	<b>01</b>	<b>2015</b>	
Month	Day	Year	hour, if any

- Strike out if inapplicable term.* The company is a restricted professional company organized to render the following restricted professional service(s):
- For additional provisions of the certificate, if any, attach an 8½ x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s)  
has (have) signed this Certificate of  
Organization this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Your complimentary use period has ended. Thank you for using PDF Complete.

Click Here to upgrade to Unlimited Pages and Features

PA DEPARTMENT OF STATE CORPORATION BUREAU Domestic Signature Form

Document must be completed and mailed to the address listed below

Department of State Corporation Bureau P.O. Box 8722 Harrisburg, PA 17105-8722 (717) 787-1057

- 1. The enterprise structure is: Limited Liability Company
2. The enterprise legal name is: Gold Digger Enterprises LLC
3. The enterprise's fictitious name is:

IN TESTIMONY WHEREOF, the undersigned have caused this application to be executed this 15 day of March, 2015

[Handwritten signature of John Daniel Hajduk]

Individual Signature of John Daniel Hajduk

0316820150315

To avoid any delay or rejection, signature form(s) should be received within 7-10 days of the registration submission date.

*ATTACHMENT 2.b(3) "Limited Liability Company Operating Agreement of Thornridge  
Facilities Associates, LLC". 15 Page(s)*

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF

Thornridge Facilities Associates, LLC

FORMED IN THE STATE OF PENNSYLVANIA

This Agreement, entered into on August 23, 2018, is a

(Check One)

- SINGLE-MEMBER LLC OPERATING AGREEMENT, entered into by and between Thornridge Facilities Associates, LLC, a Pennsylvania (State) LLC (the "Company") and John Hajduk of 130 Thornridge Drive, Pennsylvania Furnace PA 16865 (Address), hereinafter known as the "Member"

- MULTI-MEMBER LLC OPERATING AGREEMENT, entered into by and between \_\_\_\_\_, of \_\_\_\_\_ (Address), \_\_\_\_\_, of \_\_\_\_\_ (Address), \_\_\_\_\_, of \_\_\_\_\_ (Address), hereinafter known as the "Members"

WHEREAS the Member(s) desire to create a limited liability company under the laws of the State of Pennsylvania and set forth the terms herein of the Company's operation and the relationship between Member(s).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Member(s) and the Company agree as follows:

## 1. Name and Principal Place of Business

The name of the Company shall be Thornridge Facilities Associates, LLC. The principal place of business of the Company shall be at 130 Thornridge Drive, City of Pennsylvania, in the State of Pennsylvania or at such other place of business as the Member(s) shall determine.

## 2. Formation

The Company was formed on March 16, 2015, when the Member(s) filed the Articles of Organization with the office of the Secretary of State of the State of Pennsylvania pursuant to the statutes governing limited liability companies in the State of Pennsylvania (the "Statutes")

## 3. Purpose

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

4. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

5. Member Capital Contributions (Check One)

- Single Member LLC: The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

- Multi-Member LLC: Each Member has contributed the following capital amounts to the Company as set forth below and are not obligated to make any additional capital contributions:

_____	\$ _____
_____	\$ _____
_____	\$ _____

Members shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. Members shall have no right to demand and receive any distribution from the Company in any form other than cash and members shall not be entitled to interest on their capital contributions to the Company.

The liability of any Member for the losses, debts, liabilities and obligations of the Company shall be limited to the amount of the capital contribution of each Member plus any distributions paid to such Member, such Member's share of any undistributed assets of the Company; and (only to the extent as might be required by applicable law) any amounts previously distributed to such Member by the Company.

6. Distributions

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "cash receipts" shall mean all cash receipts of the Company from whatever source derived, including without limitation capital contributions made by the Member(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the

Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "capital transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

(Check One)

- SINGLE-MEMBER: A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

- MULTI-MEMBER: The "Capital Account" for each Member shall mean the account created and maintained for the Member in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).

The term "Members' Percentage Interests" shall mean the percentages set forth opposite the name of each Member Below:

<u>Member</u>	<u>Percentage Interest</u>
_____	_____ %
_____	_____ %
_____	_____ %

During each fiscal year, the net profits and net losses of the Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balance in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then (b) to the Members in proportion to the Members' Percentage Interests.

The cash receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member, costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the

Members to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Member. Thereafter, the cash receipts of the Company shall be distributed among the Members as hereafter provided.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts of the Company, other than from capital transactions, shall be allocated among the Members in proportion to the Members' Percentage Interests.

Except as otherwise provided in this Agreement or otherwise required by law, distributions of cash receipts from capital transactions shall be allocated in the following order or priority: (a) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account; then (b) to the Members in proportion to the Members' Percentage Interests.

It is the intention of the Members that the allocations under this Agreement shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions thereof. If Section 704 or the Regulations at any time require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein.

## 7. Books, Records and Tax Returns

(Check One)

- SINGLE-MEMBER: The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December.

The Member intends that the Company, as a single member LLC, shall be taxed as a sole proprietorship in accordance with the provisions of the Internal Revenue Code. Any provisions herein that may cause may cause the Company not to be taxed as a sole proprietorship shall be inoperative.

- MULTI-MEMBER: The Members, or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within seventy-five days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a



capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Company shall prepare all Federal, State and local income tax and information returns for the Company, and shall cause such tax and information returns to be timely filed. Within seventy-five days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

All elections required or permitted to be made by the Company under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Members of the Company, and any other persons or entities having any financial interest in the Company.

#### 8. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Members from time to time may designate.

#### 9. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of

(Check One)

- SINGLE-MEMBER: John Hajduk, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

- MULTI-MEMBER: Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Notwithstanding any other provision of this Agreement, the Members shall not, without the prior written consent of the unanimous vote or consent of the Members, sell, exchange, lease,

assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company in the excess of \$ \_\_\_\_\_ .00; lend any Company funds or other assets to any person in an amount or with a value in excess of \$ \_\_\_\_\_ .00; establish any reserves for working capital repairs, replacements, improvements or any other purpose, in excess of an aggregate of \$ \_\_\_\_\_ .00; confess a judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt in excess of \$ \_\_\_\_\_ .00, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

The members shall receive such sums for compensation as Members of the Company as may be determined from time to time by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

(Check if Applicable)

- MULTI-MEMBER: Meetings of Members

The annual meeting of the Members shall be held on \_\_\_\_\_ (day/month) at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

The Members may by resolution prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

Special meetings of the Members, for any purpose or purposes, may be called by any \_\_\_\_ Members (or such other number of Members as the Members from time to time may specify).

Written or electronic notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than three days before the date of the meeting, either personally or by mail, to each Member of record entitled to vote at such meeting. When all the Members of the Company are present at any meeting, or if those not present sign a written waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting shall be valid as if a meeting had been formally called and notice had been given.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the

purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

At all meetings of the Members, a Member may vote by proxy executed in writing by the Member or by a duly authorized attorney-in-fact of the Member. Such proxy shall be filed with the Company before or at the time of the meeting.

A Member of the Company who is present at a meeting of the Members at which action on any matter is taken shall be presumed to have assented to the action taken, unless the dissent of such Member shall be entered in the minutes of the meeting or unless such Member shall file a written dissent to such action with the person acting as the secretary of the meeting before the meeting's adjournment. Such right to dissent shall not apply to a Member who voted in favor of such action.

Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject.

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be vote upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

(Check if Applicable)

- MULTI-MEMBER: Assignment of Interests

Except as otherwise provided in this Agreement, no Member or other person holding any interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of their interest in the Company, including without limitation, the capital, profits or distributions of the Company without the prior written consent of the other Members in each instance.

The Members agree that no Member may voluntarily withdraw from the Company without the unanimous vote or consent of the Members.

A Member may assign all or any part of such Member's interest in the allocations and distributions of the Company to any of the following (collectively the "permitted assignees"): any person, corporation, partnership or other entity as to which the Company has given consent to the assignment of such interest in the allocations and distributions of the Company by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. An assignment to a permitted assignee shall only entitle the permitted assignee to the allocations and distributions to which the assigned interest is entitled, unless such

permitted assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

No assignment or other disposition of any interest of any Member may be made if such assignment or disposition, alone or when combine with other transactions, would result in the termination of the Company within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Member may be made without an opinion of counsel satisfactory to the Company that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable Federal and State securities laws. No interest in the Company may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the Company shall be entitled to treat the record holder of the interest of a Member as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the Company the assignment or other instrument of transfer and such other evidence as may be reasonably required by the Company to establish to the satisfaction of the Company that an interest has been assigned or transferred in accordance with this Agreement.

(Check One)

- SINGLE-MEMBER: Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

- MULTI-MEMBER: Right of First Refusal

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be

given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen days after the delivery of said offer the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price therefore shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member within 120 days after the delivery of the offer may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said 120 days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

(Check if Applicable)

- MULTI-MEMBER: Admission of New Members

The Company may admit new Members (or transferees of any interests of existing Members) into the Company by the unanimous vote or consent of the Members.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

(Check if Applicable)

- MULTI-MEMBER: Withdrawal Events

In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Member, or an event of bankruptcy or insolvency, as hereinafter defined, with respect to a Member, or the occurrence of any other event which terminates the continued membership of a Member in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

Notwithstanding a Withdrawal Event with respect to a Member, the Company shall not terminate, irrespective of applicable law, if within aforesaid sixty day period the remaining Members, by the unanimous vote or consent of the Members (other than the Member who caused the Withdrawal Event), shall elect to continue the business of the Company.

In the event of a Withdrawal Event with respect to an Member, any successor in interest to such Member (including without limitation any executor, administrator, heir, committee, guardian, or other representative or successor) shall not become entitled to any rights or interests of such Member in the Company, other than the allocations and distributions to which such Member is entitled, unless such successor in interest is admitted as a Member in accordance with this Agreement.

An "event of bankruptcy or insolvency" with respect to a Member shall occur if such Member: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Member, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Member, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the

assets of such Member, and such order, judgment or decree shall continue unstayed and in effect for thirty days.

#### 10. Dissolution and Liquidation

(Check One)

- SINGLE-MEMBER: The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

- MULTI-MEMBER: The Company shall terminate upon the occurrence of any of the following : (i) the election by the Members to dissolve the Company made by the unanimous vote or consent of the Members; (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in

escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

#### 11. Representations of Members

(Check if Applicable)

- MULTI-MEMBER: Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

#### 12. Certificates Evidencing Membership

(Check if Applicable)

- MULTI-MEMBER: Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Member holding the membership interest and the Member's Percentage Interest held by the Member, and shall bear the following legend:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of \_\_\_\_\_, LLC, dated effective as of \_\_\_\_\_, 20\_\_\_\_, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."



### 13. Notices

(Check if Applicable)

- MULTI-MEMBER: All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Member, to the address of said Member first above written, or to such other address as may be designated by said Member by notice to the Company and the other Members pursuant to this Article 13.

### 14. Arbitration

(Check if Applicable)

- MULTI-MEMBER: Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. *The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.*

### 15. Amendments

(Check if Applicable)

- MULTI-MEMBER: This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the *financial interest of the Members, except by the vote or consent of all of the Members.* No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

### 16. Indemnification

- a) SINGLE-MEMBER: The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in

damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

17. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Pennsylvania. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 23rd day of August, 2018.

Thornridge Facilities Associates, LLC

By: John Hajduk

John Hajduk  
Signature of Member

Member Signature

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Member Signature

**8.e Officers Resumes:**

**Attachments (1):**

- 8.e(1) "Officers Resumes". 3 Page(s)

REMOVED

AUG 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

8.e(1) "Officers Resumes". 3 Page(s)

RECEIVED

AUG 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



# JOHN D. HAJDUK

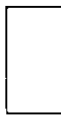
130 Thornridge Drive  
Pennsylvania Furnace, PA 16865

Delivering facilities management, energy, and engineering excellence through education, strategy, innovation, and technical expertise to organizations and individuals globally.

[hajdukjd@gmail.com](mailto:hajdukjd@gmail.com)

1.724.875.6594

## Work Experience



9/2018 – Present

**Regional Director / Vice President of Operations**  
*Procter and Gamble North America Account*  
Sodexo

State College, PA

Full P&L and operational responsibility for approximately \$75 million-dollar annual iFM (integrated Facilities Management) service portfolio across the North America Procter & Gamble account. Services 70% self-performed by 800 Sodexo employees including; security / guarding, grounds, janitorial, food, storeroom, HVAC, electrical systems, energy cranes & overhead lifting devices, lab services, mobile equipment and plant contract labor (material handling, logistics, and storeroom operations).



9/2013 – 9/2018

**Director and Associate Director**  
*Facilities Engineering Institute*  
Penn State University

State College, PA

The Director has comprehensive responsibility and functions as the CEO of the institute. PSFEI is 100% externally funded with 45 FTE employees comprised of professional engineers, instructors, and technicians. The institute provides facility engineering & management advisory services for the Commonwealth of Pennsylvania (DOC, PennDOT, Turnpike, DHS, DGS, PASSHE, DCNR, PHMC, DMVA, L&I), Federal Government General, and medical clients including Commonwealth State Hospitals, Milton Hershey Medical Center, and Saint Joseph.

- Responsible for development and execution of an energy procurement and management program including purchasing over \$300 million dollars of electricity and gas annually and deployment of an enterprise utility and energy bill management system.
- Developed and implemented a long-term (5-year) assessment management program across significant client portfolios exceeding 100 million square feet of buildings in total that included Facility Condition Assessments (FCA), capital planning and investment management, and operations & maintenance (O&M) strategy and specifications.
- Revamped a guaranteed energy savings act (GESA) program for the Commonwealth of Pennsylvania that yielded \$6.7 million dollars in annual savings through \$125 million dollars in projects.



7/2011 – 9/2013

**US Director of Facilities & Real Estate**  
Westinghouse Electric Company

Cranberry Township, PA

Directly responsible for \$102M of annual spend across 46 US locations (4.7M square feet, and 5350 acres) and operations inclusive of energy, utilities, maintenance, rent, insurance, and depreciation. Organizational responsibility included over 300 employees (internal and contracted). Capital responsibility included over \$20M annually and included planning and execution (construction). Sites managed include global headquarters, manufacturing facilities, Nuclear Regulatory Commission (NRC) / Department of Energy (DOE) regulated facilities, and service centers.

7/2011 – 6/2012

Cranberry Township, PA

**Nuclear Fuel Asset and Facilities Manager**  
Westinghouse (Fuel Business Unit)

Responsibility for facilities at eight Westinghouse nuclear fuel fabrication facilities globally, including four in North America, two in the UK, and two in Japan.

8/2008 – 7/2011

Blairsville, PA

**Maintenance, Machine Shop, and Facilities Manager**  
Westinghouse (Specialty Metals Plant)

Directly responsible for 100 union IBEW maintenance and facilities personnel and over 15 professionals at a manufacturing campus that included over 700 acres, 1 million square feet under-roof, specialized waste treatment operations, 11 natural gas wells, and on-campus power generation.

3/2007 – 8/2008

Blairsville, PA

**Production Manager**  
Westinghouse (Specialty Metals Plant)



1/2005 – 3/2007

Roaring Spring, PA

**Maintenance Supervisor, Planner, Department Manager**  
Appleton Papers



4/2003 – 12/2004

Owings Mills, MD

**Maintenance & Engineering Manager**  
Schlumberger

## Education

The Pennsylvania State University, University Park, PA  
B.S. in Electrical Engineering

Saint Francis University, Loretto, PA  
Master's in Business Administration

ProFM credential holder #345610

BOMI Board of Trustees Member 2018 to present.

ProFM Commission member 2017 to present.

# DEVIN PENNEBAKER C.E.P.

## MANAGER OF ENERGY PROCUREMENT

### PROFILE

I am a proven leader in energy price risk management that's dedicated to innovation and active client engagement where we share goals, successes and build off of learning experiences. My expertise is rooted in a strong technical background that focuses on creative, holistic solutions to complex problems like marrying supply-side economics with demand-side energy reduction goals. I have an undefeatable positive attitude that infects my team and my colleagues. Wins are everywhere, even if they're not obvious at first.

### CONTACT

717.348.0634

DEVIN.PENNEBAKER@GMAIL.COM

857 JACKS MILL DRIVE  
BOALSBURG, PA 16827

## PROFESSIONAL EXPERIENCE

### MANAGER OF ENERGY PROCUREMENT

PENN STATE FACILITIES ENGINEERING INSTITUTE  
JUL 2009 - CURRENT

- Successively promoted from intern to Energy Procurement Team manager
- Administer public sector electricity and natural gas supply portfolio of over \$350 million annually
- Strategically contract over 300,000 MWh annual renewable energy
- Oversee Peak Load Contribution (PLC) management program for clients with load control abilities
- Supervise client Demand Response program participation
- Monitor energy commodity markets to actively hedge market-based risk
- Prepare and present energy price risk management strategies and results to executive level personnel
- Analyze distribution rate structures and negotiate with utilities to transition accounts to advantageous rates
- Cross-functionally direct software development efforts on proprietary web-based energy price risk management platform
- Manage continuous data integrity efforts for client utility bill management software deployment

### PRODUCT SPECIALIST AND INSTALLATION TECHNICIAN

CIRCUIT CITY STORES, INC  
SEPT 2003 - APRIL 2009

- Provided the highest level of customer service in virtually all sales and installation roles to exceed customer expectations and company KPIs
- Piloted innovative in-home consultation service to increase close rate of high-margin installation services and reduce customer returns

## CERTIFICATIONS AND SKILLS

- AEE Certified Energy Procurement Professional (CEP) since 2014
- PJM and CME/NYMEX commodity market analysis
- Portfolio valuation
- Cost/benefit and life cycle cost analysis
- EnergyCAP utility bill management software
- MS Excel and PowerPivot

## EDUCATION

B.S. ENERGY, BUSINESS AND FINANCE  
PENNSYLVANIA STATE UNIVERSITY | 2010



**12. Executed Newspaper Proof of Publication**

**Attachments (7):**

12(1) "Erie Times News". 1 Page(s)

12(2) "Harrisburg Patriot-News". 1 Page(s)

12(3) "Philadelphia Dailey News". 1 Page(s)

12(4) "Pittsburgh Post-Gazette". 1 Page(s)

12(5) "Scranton Times-Tribune". 1 Page(s)

12(6) "Williamsport Sun-Gazette". 1 Page(s)

12(7) "Johnstown Tribune-Democrat". 1 Page(s)

RECEIVED

AUG 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

12(1) "Erie Times News". 1 Page(s)

PROOF OF PUBLICATION  
In  
THE ERIE TIMES-NEWS  
COMBINATION EDITION

Thornridge Facilities Associates  
130 Thornridge Drive  
Pennsylvania Furnace PA 16865

REFERENCE: 150471 407926  
PUC Notice

STATE OF PENNSYLVANIA)  
COUNTY OF ERIE ) SS:

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

PUBLISHED ON: 07/17/20

TOTAL COST: \$543.00 AD SPACE: 0 Lines

FILED ON: 07/17/20

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

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

**Thornridge Facilities Associates, LLC** will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a broker/marketer engaged in the business of providing natural gas services. **Thornridge Facilities Associates** will also be filing an application with the PUC for a license to supply electricity or electric generation services as a broker/marketer engaged in the business of supplying electricity. **Thornridge Facilities Associates** proposes to sell electricity, natural gas, and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Thornridge Facilities Associates** 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 **Thornridge Facilities Associates** attorney at the address listed below.

By and through Counsel: Phillip K. Miles III

**McQuaide Blasko**  
811 University Drive  
State College, PA 16801  
Phone: 814-238-4926  
Fax: 814-234-5620

EP-407926

Sworn to and subscribed before me this 17<sup>th</sup> day of July 2020

Affiant: JL Trott

NOTARY: Barbara J Moore

Commonwealth of Pennsylvania - Notary Seal  
Barbara J. Moore, Notary Public  
Erie County  
My commission expires March 23, 2024  
Commission number 1114860  
Member, Pennsylvania Association of Notaries

12(2) "Harrisburg Patriot-News". 1 Page(s)



AD#: 0009668529

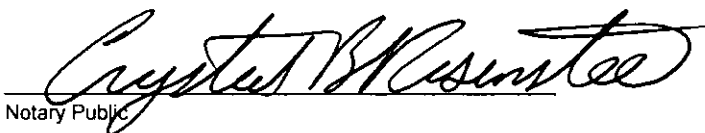
Commonwealth of Pennsylvania,) ss  
County of Cumberland)

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

The Patriot News 07/19/2020

  
Principal Clerk of the Publisher

Sworn to and subscribed before me this 20th day of July 2020

  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Crystal B. Rosensteel, Notary Public  
Dauphin County  
My commission expires June 27, 2024  
Commission number 1299212  
Member, Pennsylvania Association of Notaries

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

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

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**The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Thornridge Facilities Associates 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 Thornridge Facilities Associates attorney at the address listed below.**

**By and through Counsel:  
Phillip K. Miles III  
McQuaide Blasko  
811 University Drive  
State College, PA 16801  
Phone: 814-238-4926  
Fax: 814-234-5620**

12(3) "Philadelphia Dailey News". 1 Page(s)

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

**STATE OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA**

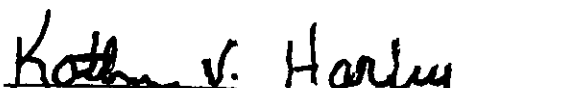
Helene Sweeney being duly sworn, deposes and says that **The Philadelphia Daily News** is a newspaper published daily, except Sunday, at Philadelphia, Pennsylvania, and was established in said city in 1925, since which date said newspaper has been regularly issued in said County, and that a copy of the 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 17, 2020

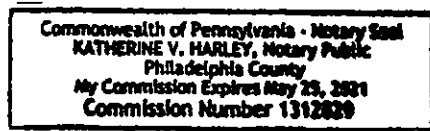
Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to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

Sworn to and subscribed before me this 17th day of  
July, 2020.



  
\_\_\_\_\_  
Notary Public

My Commission Expires:



**Copy of Notice of Publication**

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

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

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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Thornridge Facilities Associates 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 Thornridge Facilities Associates attorney at the address listed below.

By and through Counsel: Philip K. Miles III

McQuaide Blasko  
811 University Drive  
State College, PA 16801  
Phone: 814-238-4926  
Fax: 814-234-5820

12(4) "Pittsburgh Post-Gazette". 1 Page(s)



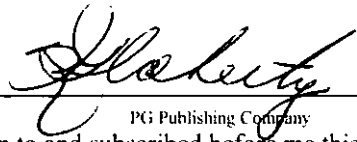
**Proof of Publication of Notice in Pittsburgh Post-Gazette**

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

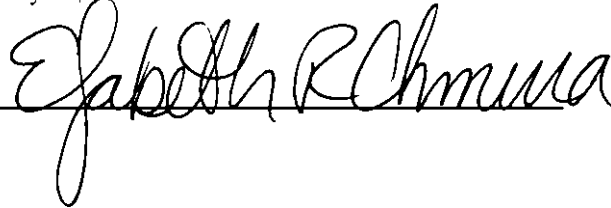
Commonwealth of Pennsylvania, County of Allegheny, ss K. Flaherty, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette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

**17 of July, 2020**

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

  
\_\_\_\_\_  
PG Publishing Company

Sworn to and subscribed before me this day of:  
July 17, 2020

  
\_\_\_\_\_  
Elizabeth R. Chmura

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

**STATEMENT OF ADVERTISING COSTS**  
Thornridge Facilities Associates  
130 Thornridge Drive  
Pennsylvania Furnace Pennsylvania

To PG Publishing Company

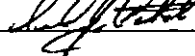
Total ----- \$480.50

**Publisher's Receipt for Advertising Costs**

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

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

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

By  Samuel J. Arbustino

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

**COPY OF NOTICE  
OR PUBLICATION**

**PENNSYLVANIA  
PUBLIC UTILITY  
COMMISSION NOTICE**  
Applications of Thornridge Facilities Associates, LLC For Approval to Offer, Render, or Furnish Services as a Marketer/Broker Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public in The Commonwealth Of Pennsylvania.  
Thornridge Facilities Associates, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a broker/marketer engaged in the business of providing natural gas services.  
Thornridge Facilities Associates will also be filing an application with the PUC for a license to supply electricity or electric generation services as a broker/marketer engaged in the business of supplying electricity. Thornridge Facilities Associates proposes to sell electricity, natural gas, and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.  
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Thornridge Facilities Associates 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 Thornridge Facilities Associates attorney at the address listed below.  
By and through Counsel:  
Philip K. Miles III  
McQuaide Blasko  
811 University Drive  
State College, PA 16801  
Phone: 814-238-4926  
Fax: 814-234-5620

12(5) "Scranton Times-Tribune". 1 Page(s)

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

THORNRIDGE FACILITIES ASSOCIATES  
DEVIN PENNEBAKER, C.E.P.  
130 THORNRIDGE DRIVE PENNSYLVANIA FURNACE PA 16865

Account # 638128  
Order # 82454226  
Ad Price: 287.55

LEGAL NOTICE PENNSYLVANIA

Anthony Duchnowski

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

07/17/2020

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

Sworn and subscribed to before me  
this 17th day of July A.D., 2020

Kathleen Weaver  
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Kathleen Weaver, Notary Public  
City of Scranton, Lackawanna County  
My Commission Expires June 14, 2021

LEGAL NOTICE

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

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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Thornridge Facilities Associates** 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 **Thornridge Facilities Associates** attorney at the address listed below.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Thornridge Facilities Associates** 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 **Thornridge Facilities Associates** attorney at the address listed below.

By and through Counsel:  
Philip K. Miles III  
**McQuaide Blasko**  
811 University Drive  
College, PA 16801

LLI

12(6) "Williamsport Sun-Gazette". 1 Page(s)

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

STATE OF PENNSYLVANIA

COUNTY OF LYCOMING

SS:

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

July 17, 2020

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

**PENNSYLVANIA  
PUBLIC UTILITY  
COMMISSION  
NOTICE**

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

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ing electricity. Thornridge Facilities Associates proposes to sell electricity, natural gas, and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Thornridge Facilities Associates 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 Thornridge Facilities Associates attorney at the address listed below.

By and through Counsel:  
Philip K. Miles III  
McQuaide Blasko  
811 University Drive  
State College, PA 16801  
Phone: 814-238-4926  
Fax: 814-234-5620

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

Sworn to and subscribed before me

The 24<sup>th</sup> day of JULY 20 20



Notary Public  
Commonwealth of Pennsylvania - Notary Seal  
BETH A MILLER - Notary Public  
Lycoming County  
My Commission Expires Jun 4, 2024  
Commission Number 1297751

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette LLC, Dr.:

For publishing the notice attached

Hereto on the above state dates.....\$ 278.36

Probated same.....\$

Total.....\$ 278.36

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

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

SUN-GAZETTE LLC

BY Robert O. Rolley, Jr.

12.(7) "Johnstown Tribune-Democrat". 1 Page(s)

COMMONWEALTH OF PENNSYLVANIA }  
 County of Cambria } SS

**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**

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

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By and through Counsel: Phillip K. Miles III  
 McQuaide Blasko  
 811 University Drive  
 State College, PA 16801  
 Phone: 814-238-4926  
 Fax: 814-234-5620

pub. that of the said.

On this 23rd day of July A.D. 2020, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Sales Manager / Major Accounts of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

County of Cambria, and Commonwealth of Pennsylvania and the above matter published in said publication in the regular issues in PA, on July 17, 2020; and that the Affiant is not interested in and that all of the allegations as to time, place and character of

*Christine Marhefka*

**STATEMENT OF ADVERTISING COSTS**

0.00 Lines @ \$2.50 per line	0.00
7.5 Inches @ \$25.00 per inch	187.50
Notary Fee	5.00
Clerical Fee	2.50
<b>Total Cost</b>	<b>195.00</b>

Sig. 23rd day of July, 2020, by Christine Marhefka making the statement.

*Vivian Ohs*

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

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

**PUBLISHER'S RECEIPT FOR ADVERTISING COSTS**

\_\_\_\_\_ for publisher of \_\_\_\_\_  
 a newspaper of general circulation, hereby acknowledges receipt of the aforesaid and publication costs and certifies that the same has been duly paid.

\_\_\_\_\_  
 (Name of Newspaper)

By \_\_\_\_\_

## Appendix C

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

### CERTIFICATE OF SERVICE

On this the 17th day of August 2020, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation 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:

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

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

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

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

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

Vice President – Energy Supply  
Corning Natural Gas Holding Corporation  
330 West William Street  
Corning, NY 14830

Legal Department  
West Penn Power d/b/a Allegheny Power  
800 Cabin Hill Drive  
Greensburg, PA 15601-1689

Manager Energy Acquisition  
PECO Energy Company  
2301 Market Street  
Philadelphia, PA 19101-8699

Regulatory Affairs  
Duquesne Light Company  
411 Seventh Street, MD 16-4  
Pittsburgh, PA 15219

Office of General Counsel  
Attn: Kimberly A. Klock  
PPL  
Two North Ninth Street (GENTW3)  
Allentown, PA 18101-1179

Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

UGI Utilities, Inc.  
Attn: Rates Dept. – Choice Coordinator  
1 UGI Drive  
Denver, PA 17517

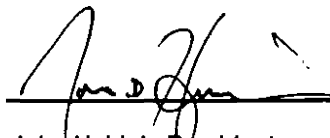
Citizens' Electric Company  
Attn: EGS Coordination  
1775 Industrial Boulevard  
Lewisburg, PA 17837

Wellsboro Electric Company  
Attn: EGS Coordination  
33 Austin Street  
P. O. Box 138  
Wellsboro, PA 16901

RECEIVED

AUG 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



John Hajduk, President  
Thornridge Facilities Associates, LLC.