

DATE OF DEPOSIT



Kathleen T. O'Brien, Esq.  
Assistant General Counsel

JAN 21 2022

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

1 South Jersey Plaza  
Folsom, NJ 08037  
Phone:(609) 568-9000  
Fax: (609) 704-3017

January 21, 2022

**Via Overnight Mail**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utilities Commission  
400 North St.  
Harrisburg, PA 17120

**Re: EnerConnex, LLC – Notice of Material Change as applies to the EGS certificate. Electricity Generation Supplier Docket # A-2019-3009680**

Dear Secretary Chiavetta:

In accordance with 52 Pa. Code § 54.34, governing Electricity Generation Supplier License requirements, EnerConnex, LLC (“EnerConnex”) hereby notifies the Pennsylvania Public Utility Commission (“Commission”) that EnerConnex, a wholly-owned subsidiary of SJI Energy Investments, LLC has merged with Applied Energy Partners, LLC, also a wholly-owned subsidiary of SJI Energy Investments, LLC as of December 31, 2021 at 11:59 p.m. EnerConnex, LLC will be the surviving entity. Both entities are broker/marketers.

Applied Energy Partners, LLC is licensed by the PA PUC under Docket #A-2016-2535547.

Enclosed are the following documents:

Attachment 1: SJI Energy Investments, LLC Agreement and Plan of Merger

The EIN number for EnerConnex has not changed. There are no material changes to EnerConnex’s EGS license in connection with this merger.

As part of the Abandonment Filing that Applied Energy Partners, LLC will make in the coming days, all Customers will be notified of the transfer to EnerConnex.

Thank you for your attention to this matter. If the Commission requires additional information from EnerConnex or if there are any questions, please feel free to contact me at kobrien@sjindustries.com or (609) 568-9000 ext. 4245.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read 'Kathleen T. O'Brien'.

Kathleen T. O'Brien  
Assistant General Counsel  
On behalf of EnerConnex, LLC

cc: Thomas Dufraime (via email)  
Janet Loop (via email)

Encl.

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of December 13, 2021 (this "Agreement"), is among SJI ENERGY INVESTMENTS, LLC, a Delaware limited liability company ("Parent LLC"), Applied Energy Partners, LLC, a Pennsylvania limited liability company and a direct, wholly-owned subsidiary of Parent LLC ("Merger LLC"), and EnerConnex, LLC, an Ohio limited liability company and also a direct, wholly-owned subsidiary of Parent LLC (the "Surviving Company").

WHEREAS, in order to provide for operational efficiencies, the parties hereto desire that Merger LLC be merged with and into the Company (the "Merger"), with the Company as the surviving company in the Merger;

WHEREAS, the Executive Committee of Parent LLC has approved and declared advisable this Agreement and the Merger, on the terms and subject to the conditions provided for in this Agreement; and

WHEREAS, Parent LLC, as the sole member of each of Merger LLC and the Surviving Company, has approved and declared advisable this Agreement and the Merger, on the terms and subject to the conditions provided for in this Agreement (the "Merger LLC Member Approval" and the "Company Member Approval", respectively).

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, and intending to be legally bound hereby, Parent LLC, Merger LLC and the Surviving Company hereby agree as follows:

### ARTICLE I

#### The Merger

Section 1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Chapter 1705 of the Ohio Revised Code, as amended from time to time and the Limited Liability Act of the Commonwealth of Pennsylvania (the "LLC Acts"), at the Effective Time (as defined below), Merger LLC shall be merged with and into the Surviving Company, and the separate existence of Merger LLC shall thereupon cease, and the Surviving Company shall be the surviving company in the Merger.

Section 1.2. Closing. Subject to the satisfaction or waiver of the conditions of closing set forth in Article III, the closing of the Merger (the "Closing") shall take place at 11:59 p.m. on December 31, 2021 (the "Closing Date"), at the offices of the Parent LLC, unless another time, date or place is agreed to by the parties hereto.

Section 1.3. Effective Time. Subject to the provisions of this Agreement, as soon as practicable on the Closing Date the parties shall file with the Department of State of the Commonwealth of Pennsylvania and the Secretary of State of the State of Ohio certificates of merger, executed in accordance with the relevant provisions of the respective LLC Acts (collectively the "Certificate of Merger"). The Merger shall become effective upon the filing of the Certificate of Merger in each state or at such later time as is agreed to by the parties hereto and specified in the Certificate of Merger (the time at which the Merger becomes effective is herein referred to as the "Effective Time").

Section 1.4. Effects of the Merger. The Merger shall have the effects set forth in the respective LLC Acts. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of the Company and Merger LLC shall vest in the

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Surviving Company, and all debts, liabilities and duties of the Company and Merger LLC shall become the debts, liabilities and duties of the Surviving Company.

**Section 1.5. Articles of Organization and Limited Liability Company Operating Agreement of the Surviving Company.**

(a) The Articles of Organization of the Surviving Company in effect immediately prior to the Effective Time, as may be amended by the Certificate of Merger, shall be the Articles of Organization of the Surviving Company until thereafter amended as provided therein or by applicable law.

(b) At the Effective Time, the Second Amended and Restated Limited Liability Company Agreement of the Company dated December 10, 2021, attached hereto as Exhibit A shall be the limited liability company agreement of the Surviving Company until thereafter amended as provided therein or by applicable law.

**Section 1.6. Executive Committee and Officers of the Surviving Company.**

(a) The Executive Committee of the Surviving Company immediately prior to the Effective Time shall be the Executive Committee of the Surviving Company immediately following the Effective Time, to serve as such until their respective successors are duly elected or appointed and qualified or their earlier death, resignation or removal in accordance with the Certificate of Formation and Second Amended and Restated Limited Liability Company Operating Agreement of the Surviving Company.

(b) The officers of the Surviving Company immediately prior to the Effective Time shall be the officers of the Surviving Company until their respective successors are duly appointed and qualified or their earlier death, resignation or removal in accordance with the Certificate of Formation and Second Amended and Restated Limited Liability Company Operating Agreement of the Surviving Company.

**ARTICLE II**

**Effect of the Merger**

**Section 2.1. Effect on Membership Interest Units.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any Company Membership Units or any membership units of Merger LLC:

(a) **Cancellation of Membership Units of Merger LLC.** All of the issued and outstanding membership units of Merger LLC ("Merger LLC Units") shall automatically be cancelled and shall cease to exist.

(b) **Membership Units of the Company.** Each Membership Interest Unit of the Surviving Company issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding to the holder thereof (i.e., the Parent LLC).

**ARTICLE III**

**Conditions Precedent**

**Section 3.1. Conditions to Each Party's Obligation to Effect the Merger.** The respective obligations of each party hereto to effect the Merger shall be subject to the satisfaction on or prior to the Closing Date of the following conditions:

(a) **Surviving Company Member Approval.** The Surviving Company Member Approval shall have been obtained in accordance with applicable law, the Certificate of Formation and Second Amended and Restated Limited Liability Company Agreement of the Surviving Company.

(b) Merger LLC Member Approval. The Merger LLC Member Approval shall have been obtained in accordance with applicable law and the Certificate of Formation and Liability Company Operating Agreement of Merger LLC.

## ARTICLE IV

### Miscellaneous

Section 4.1. Entire Agreement. This Agreement and the other documents referred to herein represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof.

Section 4.2. Amendments and Waivers. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

Section 4.3. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement except as expressly contemplated by this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by any of the parties hereto without the prior written consent of the other parties and any attempted assignment without the required consents shall be void. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations.

Section 4.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 4.5. Governing Law; Jurisdiction. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement), shall be governed by and construed in accordance with the internal laws of the State of New Jersey.

Section 4.6. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the date first written above.

SJI ENERGY INVESTMENTS, LLC

By: Donna Schempp

Name: Donna Schempp  
Title: Vice President and COO

APPLIED ENERGY PARTNERS, LLC

By: Donna Schempp

Name: Donna Schempp  
Title: Vice President and COO

ENERCONNEX, LLC

By: Donna Schempp

Name: Donna Schempp  
Title: Vice President and COO

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER



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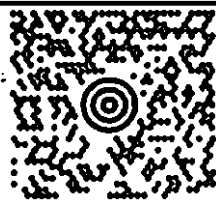
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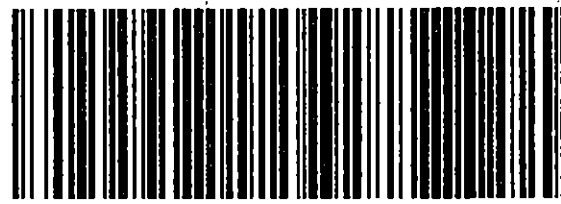


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