

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

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

Name: ENERGY ZEBRA, LLC
Address: 7467 Ridge Rd STE 380, Hanover, MD 21076
Website: www.energyzebra.com
Phone number: 3013611122

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

Registered Agent Name: CT Corporation System
Address: 600 N. 2nd Street, Suite 401, Harrisburg, Pennsylvania 17101-1071
County: DAUPHIN
Phone: 717-234-2300
Email: CLS-Reps-Pennsylvania@wolterskluwer.com

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

NOTE: To ensure timely receipt of regulatory information, a contact employed directly by the Applicant, and not a consultant, is preferred.

Name: Deborah Liebel
Title: Member
Address: 2821 grier nursery rd Forest Hill MD 21050
Phone: 3013611122
Fax: N/A
Email: deb@energyzebra.com

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

Not Applicable

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

Primary:
Name: Deborah Liebel
Title: Member
Address: 2821 Grier nursery rd Forest Hill MD 21050
Phone: 3013611122
Fax: N/A Email: deb@energyzebra.com

Alternate:
Name: Ellen KLEINKNECHT
Title: Member
Address: 104 SEVERN RIVER ROAD, Severna Park, MD 21146
Phone: 3013611122
Fax: N/A
Email: ellen@energyzebra.net

2. BUSINESS ENTITY FILINGS AND REGISTRATION

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

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

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

Or

The Applicant will not be using a fictitious name.

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

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

The Applicant is a sole proprietor.

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

Or

The Applicant is a:

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

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

or

The Applicant is a:

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

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- 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.

Protocall Communications, Inc. 7467 Ridge Rd STE 380, Hanover MD 21076 is under the same ownership as the applicant entity.

- 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.

Not Applicable

The applicant has no such predecessors

4. OPERATIONS

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

Definitions

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

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

or

- The Applicant is not presently doing business in Pennsylvania.

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

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

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

Broker services for fixed rates of natural gas

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

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

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

- Residential Customers
- Small Commercial Customers - (Less than 6,000 Mcf annually)
- Large Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):
- Residential and Small Commercial Customers in a Mixed Meter Capacity -
This customer class reflects situations in which a large commercial, industrial, and/or governmental customer account also contains features of residential and/or small commercial customers. In this instance, the residential and/or small commercial portion must be an incidental portion of the larger account. **This customer class alone does not allow marketing targeted directly to residential and/or small commercial customers.** Further information may be found in the Requirements Applicable to Mixed Meter Scenarios Secretarial Letter served March 25, 2011, at Docket No. M-2009-2082042.

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

Upon Approval of the Application

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.

NOT APPLICABLE

- 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 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.

NOT APPLICABLE

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

6. PROOF OF SERVICE

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

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

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

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

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

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

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

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

<p>Columbia Gas of PA, Inc. Transport Support Services 290 W. Nationwide Blvd. Columbus, OH 43215 PH: 614.460.4980 e-mail: transportevaluations@nisource.com</p>	<p>National Fuel Gas Distribution Corp. Daniel Czechowicz, Director – Gas Supply Administration 6363 Main Street Williamsville, NY 14221 PH: 716.857.6917 e-mail: czechowiczd@natfuel.com</p>
<p>Peoples Natural Gas Company LLC – Peoples Natural Gas Division Carol Scanlon 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6931 FAX: 412.208.6577 e-mail: Carol.Scanlon@peoples-gas.com</p>	<p>Peoples Natural Gas Company LLC – Peoples Gas Division Carol Scanlon 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6931 FAX: 412.208.6577 e-mail: Carol.Scanlon@peoples-gas.com</p>
<p>PECO Suzette Adams, Sr. Manager, Gas Supply and Transportation 2301 Market Street, S-18 Philadelphia, PA 19103 PH: 215.841.6467 Email: Suzette.Adams@exeloncorp.com</p>	<p>Philadelphia Gas Works Ryan Reeves, Director Supply Transportation & Control 800 West Montgomery Avenue Philadelphia, PA 19122 PH: 215.787.5103 email: pgwchoicesupply@pgworks.com</p>
<p>UGI Utilities, Inc. – Gas Division Sherry Epler 1 UGI Drive Denver, PA 17517 PH: 610.796.3447 Email: sepler@ugi.com</p>	<p>Valley Energy Inc. Ed Rogers 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: erogers@ctenterprises.org</p>

7. FINANCIAL FITNESS

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

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

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

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

N/A - Broker/marketer engaged in the business of supplying gas services

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

There are no fees

- 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.

Name and title: Ellen Kleinknecht, Member
Phone: 243988133
Address: 104 SEVERN RIVER ROAD, Severna Park, MD 21146
Fax: N/A
Email: ellen@energyzebra.net

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

All sections of the Tax Certification Statement must be completed. Submitting N/A on either the Sales Tax License Number or the Employer ID Number (items 7A and 7B) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

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



8. TECHNICAL FITNESS:

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

- a. **EXPERIENCE, PLAN, STRUCTURE:** such information may include:
- Applicant's previous experience in the natural gas industry.
 - Summary and proof of licenses as a supplier of natural gas services in other states or jurisdictions.
 - Type of customers and number of customers Applicant currently serves in other jurisdictions.
 - Staffing structure and numbers as well as employee training commitments.
 - Business plans for operations within the Commonwealth.
 - Any other information appropriate to ensure the technical capabilities of the Applicant.
- b. **PROPOSED MARKETING METHOD** (check all that apply)
- Internal – Applicant will use its own internal resources/employees for marketing
 - External NGS – Applicant will contract with a **PUC LICENSED NGS**
 - Affiliate – Applicant will use a **NON-NGS affiliate that is a nontraditional marketer and/or marketing services consultant**
 - External Third-Party – Applicant will contract with a **NON-NGS third party nontraditional marketer and/or non-selling marketer**
 - Other (Describe):

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

- Yes
 No

If yes, will the Applicant be using verification procedures?

- Yes
 No

If yes, describe the Applicant's verification procedures.

Electronic or paper contracts

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.

training , quality control process, verification process

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.

Name: Deborah Liebel
Title: Member
Address: 2821 Grier nursery rd
Forest Hill MD 21050
Phone: 3013611122
Fax: N/A Email: deb@energyzebra.com

Name: Ellen KLEINKNECHT
Title: Member
Address: 104 SEVERN RIVER ROAD,
Severna Park, MD 21146
Phone: 3013611122
Fax: N/A Email: ellen@energyzebra.net

Name: Scott KLEINKNECHT
Title: Member
Address: 104 SEVERN RIVER ROAD,
Severna Park, MD 21146
Phone: 2403988132
Fax: N/A Email: scott@energyzebra.net

9. **DISCLOSURE STATEMENT:**

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

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

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

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

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

AGREED

- b. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission:
- Reports of Gross Receipts: Applicant shall file an annual report with the Commission on an annual basis no later than April 30th following the end of the calendar year per 52 Pa. Code § 62.110.

AGREED

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

AGREED

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

ACKNOWLEDGED

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

AGREED

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

AGREED

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

AGREED

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

AGREED

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

PAYMENT ENCLOSED

11. AFFIDAVITS
(All affidavits must be notarized before filing.)

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

12. NEWSPAPER PUBLICATIONS

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

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

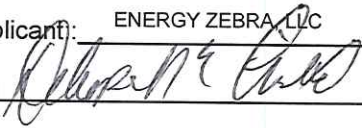
The chart below dictates which newspapers are necessary for each NGDC. For example, an applicant that wants to operate in Peoples Natural Gas - Peoples Natural Gas Division would need to run ads in The Erie Times-News, the Pittsburgh Post-Gazette, and the Johnstown Tribune-Democrat. If the applicant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

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

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

(Newspaper Publication Templates are provided at Appendices F and G)

13. SIGNATURE

Applicant: ENERGY ZEBRA LLC
 By:  Deborah E Liebel
 Title: Member

14. CHECKLIST

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

Applicant: ENERGY ZEBRA, LLC

Applicant's Use	X	Signature	
	X	Filing Fee (ONLY CERTIFIED CHECK OR MONEY ORDER)	
	X	Application Affidavit	
	X	Operations Affidavit	
	X	Proof of Publication	
	X	Tax Certification Statement	
	X	Commonwealth Department of State Verification	
	X	Certificate of Service	

PUC Secretary's Bureau Use

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Maryland :

County of Anne Arundel : ss.

Deborah E Liebel, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the Member (Office of Affiant) of ENERGY ZEBRA, LLC (Name of Applicant);]

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

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

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

That the Applicant herein ENERGY ZEBRA, 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 ENERGY ZEBRA, 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.

Deborah E Liebel
Signature of Affiant

Sworn and subscribed before me this 1 day of March, 2023.

Ellen P. Kleinknecht
Signature of official administering oath

ELLEN P. KLEINKNECHT
Notary Public-Maryland
Anne Arundel County
My Commission Expires May 18, 2024

My commission expires _____.

Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of Maryland :

County of Anne Arundel : ss.

Deborah E Liebel, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the Member (Office of Affiant) of ENERGY ZEBRA, LLC (Name of Applicant);]

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

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

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


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

Appendix B (Continued)

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

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

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



Signature of Affiant

Sworn and subscribed before me this 14th day of March, 2023.


Signature of official administering oath

My commission expires 

Appendix C

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

CERTIFICATE OF SERVICE

On this the 1 day of Mar 2023 certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

Office of Consumer Advocate

5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

Office of the Small Business Advocate

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

**Pennsylvania Public Utility Commission
Bureau of Investigation & Enforcement**

Commonwealth Keystone Building
400 North Street, 2 West
Harrisburg, PA 17120

National Fuel Gas Distribution Corp.

Daniel Czechowicz, Director – Gas Supply Administration
6363 Main Street
Williamsville, NY 14221
PH: 716.857.6917
e-mail: czechowiczd@natfuel.com

Peoples Natural Gas Company LLC - Peoples Natural Gas Division

Carol Scanlon
375 North Shore Drive
Pittsburgh, PA 15212
PH: 412.208.6931
e-mail: Carol.Scanlon@peoples-gas.com

Philadelphia Gas Works

Ryan Reeves, Director Supply Transportation & Control
800 West Montgomery Avenue
Philadelphia, PA 19122
PH: 215.787.5103
email: pgwchoicesupply@pgworks.com

Valley Energy Inc.

Ed Rogers
523 South Keystone Avenue
Sayre, PA 18840-0340
PH: 570.888-9664
email: erogers@ctenterprises.org

**Office of the Attorney General
Bureau of Consumer Protection**

Strawberry Square, 14th Floor
Harrisburg, PA 17120

**Department of Revenue
Bureau of Compliance**

PO Box 281230
Harrisburg, PA 17128-1230

Columbia Gas of PA, Inc.

Transport Support Services
290 W. Nationwide Blvd.
Columbus, OH 43215
PH: 614.460.4980
e-mail: transportevaluations@nisource.com

PECO

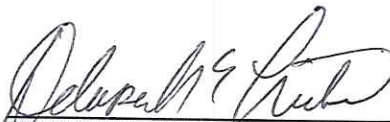
Suzette Adams, Sr. Manager, Gas Supply and Transportation
2301 Market Street, S-18
Philadelphia, PA 19103
PH: 215.841.6467
Email: Suzette.Adams@exeloncorp.com

Peoples Natural Gas Company LLC - Peoples Gas Division

Carol Scanlon
375 North Shore Drive
Pittsburgh, PA 15212
PH: 412.208.6931
e-mail: Carol.Scanlon@peoples-gas.com

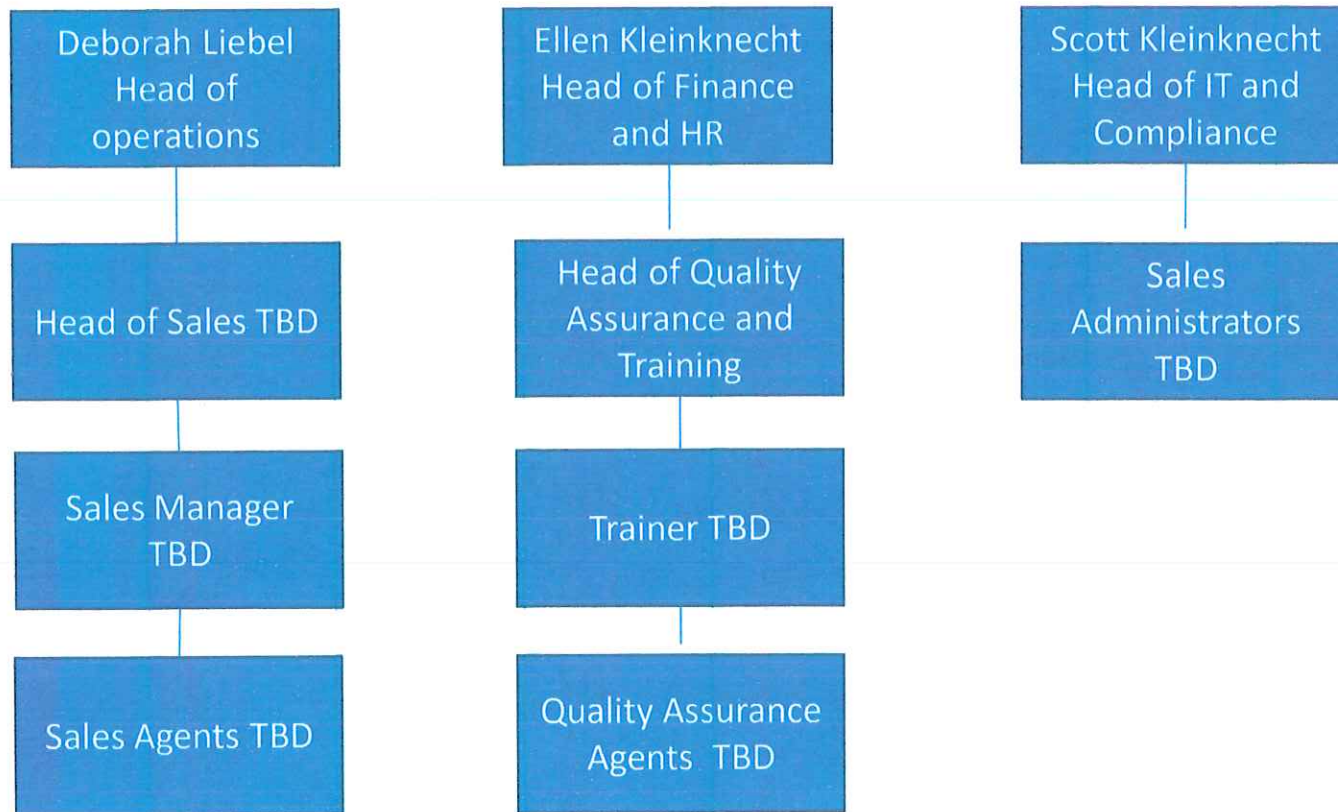
UGI Utilities, Inc. – Gas Division

Sherry Epler
1 UGI Drive
Denver, PA 17517
PH: 610.796.3447
Email: sepler@ugi.com



Deborah E Liebel,
Member of ENERGY ZEBRA, LLC

Exhibit B Proposed Structure



ARTICLES OF ORGANIZATION

The undersigned, with the intention of creating a Maryland Limited Liability Company files the following Articles of Organization:

(1) The name of the Limited Liability Company is:
Energy Zebra LLC (W22188411)

(2) The address of the Limited Liability Company in Maryland is:
204 MAIN STREET, LAUREL, MD, 20707

(3) In order to operate in Maryland, will the registering entity require a business or industry license that is issued by the state or any other local agency?
Yes

(4) The Resident Agent of the Limited Liability Company in Maryland is:
Ellen KLEINKNECHT

whose address is:
104 Severn River Road, Severna Park, MD, 21146

(5) Signature(s) of Authorized Person(s):

ELLEN KLEINKNECHT
.....
.....
.....

(6) Signature(s) of Resident Agent(s):

Ellen KLEINKNECHT
.....
.....
.....

(7) Filing party's name and return address:
ELLEN KLEINKNECHT, 204 MAIN STREET, LAUREL, MD,
20707

I hereby consent to my designation in this document.

DEBORAH E. LIEBEL

SUMMARY:

Results-oriented, executive sales director with over 25 years experience in the following key areas: executive level leadership, strategic planning and execution, financial accountability, mentoring, sales aptitude, training & development, performance management, project management, competitive analysis, problem solving, analytical aptitude, adaptability, organized, team player.

EXPERIENCE:

Protocall Communications, Laurel, MD
President

Dec 2009-present

Manage 400 plus employees to generate positive results for our clients and our business model.

- Developed business plan to grow organic revenue by 10% and add additional clients to grow revenues by 25%
- Created key list of potential industries and clients to solicit
- Recruited and hired key leadership personnel to implement our strategy
- Developed a process to measure effectiveness and track accomplishments
- Identified key areas of opportunities and developed plan of action to ensure success
- Landed 3 of our 5 clients needed to grow our revenue stream
- Currently concentrating on growing our B to B and Consumer business

NOVO 1, Inc.
Chief Operating Officer

2001-Dec 2009

Manage our day to day operations of 400 + employees

- Brought on AT&T SE and grew it to 30% of our revenue
- Grew AT&T relationship to add consumer business producing over 3M in additional revenue
- Develop strong process for order entry, reconciliation that resulted in our being able to offer to all clients creating an additional revenue stream
- Developed and implemented a process for leadership team to analyze performance and develop an action plan resulting in an award winning culture of performance for our clients
- Implemented leadership development program to ensure development of all sales representatives who desire to be leaders
 - Analyzed and implemented comp plans to ensure success in our ability to meet client needs consistently
 - Designed and implemented department level standards to which everyone strives to meet
 - Designed and implemented process improvement within our clients to allow us to generate organic growth consistently over first 9 years
- Created sales process to use for prospective clients
- Manage day to day departments, clients and employees

Protocall Communications

2000-2001

Director of Operations

Manage day to day operations and grow Verizon business

- Recruited, hired, and developed sales representatives to deliver results
- Grew Verizon from 15 reps to 100 within 2 years
- Grew sales management team and leadership team
- Designed and implemented management training
- Designed reporting structure to ensure client results
- Designed departments to implement efficiencies and maintain costs while growing results

MCI Mass Markets, Linthicum, MD**1998-2000****Commercial Sales Manager, Small Business**

Manage five commercial outbound sales teams to obtain sales/revenue objectives. Recruit, hire and maintain all minimum headcount levels. Develop and implement strategy to maximize results. Set and communicate clear objectives and standards of performance for all one hundred employees. Monitor, develop and train five call center supervisors daily. Consistently analyze process and implement improvements,

- Developed and implemented a process for supervisors to analyze performance and develop an action plan resulting in an increase in performance of 25%
- Implemented peak performance to ensure development of all sales representatives and supervisors
- Analyzed and implemented a process to ensure success in recruiting, resulting in 60% of our new hires achieving over quota their first two weeks on the floor
- Recruited, trained, and developed three supervisors within six weeks
- Designed a reporting process to drive accountability for the supervisors and the representatives

Supervisor, Small Business**1998**

Manage outbound commercial sales team, of up to twenty representatives, to achieve sales goals. Set and maintain high standards. Develop, coach and monitor all sales representatives to ensure success. Daily feedback and training sessions to optimize sales. Design sales contest to drive results. Encouraged reward recruiting efforts. Schedule, coordinate, and implement strategy to obtain results.

- Applied sales strategies which resulted in the team moving from the bottom 20% to the top 20% in the first two weeks as a supervisor
- Analyzed and implemented a strategy to develop sales professionals to increase production
- Implemented process to build a winning team resulting in a team award for the new recruits

AT&T CAPITAL CORPORATION, Towson, MD**1990 - 1998****Team Manager, Consumer Direct Sales and Operations, Automotive Division**

Managed call center day-to-day problem solving in a fast-paced environment. Managed performance for consumer team. Develop and implement all training, procedures and policies for team. Manage resources for expenses and manpower budgets according to finance volumes. Monitor industry change and competition. Maintain and establish relationships with affinity partners and vendors. Active participant in RFP's for vendors in billing, customer service and end of term.

- Lead person on launch of most successful affinity partner and first venture into small business markets with finance volumes of 19M
- Developed and applied sales strategies to meet business goals which resulted in organic growth volumes of 88M from 74M in 1996.
- Designed and implemented lease training for 40 consumer team members
- Researched, designed, tested, trained and implemented the new Regulation M lease for all 50 states
- Active role in redesigning the organization and process management
- Analyzed and implemented a process improvement resulting in increased efficiencies of 70% on factory orders and 60% on out-of-stock acquisitions
- Through implementation of call management systems and monitoring, increased call handling capability from 250 calls to 500 calls per day and customer satisfaction results from 94% to 98%

Ellen P Kleinknecht

Work Experience

- 2009- present
Protocall Communications, Inc.
Chief Financial Officer and Co-Owner
Maintain complete financial responsibility, as well as responsibilities including strategic direction, marketing, sales, budgeting, payroll, and Human Resources policy development.
- 2002-December 2009
NOVO 1, Inc.
Chief Financial Officer
Responsible for leadership and management of all financial operations, as well as all legal and Human Resource functions. Developed and implemented strategic marketing and business development plans to achieve corporate initiatives. Work closely with sales function. Responsible for all personnel issues, payroll, accounts payable and receivable.
- 1995 – January 2002
Protocall Communications, LLC
Managing Partner, Co-owner
Responsibilities in all aspects of company, including strategic direction, marketing, sales, budgeting, payroll, Human Resources policy development, and program management. Implemented cafeteria plans for benefit coverage. Helped to grow firm from startup to highly profitable company that was sold to Call Solutions of Waukesha, WI (later called NOVO 1).
- 1993 - April 1995
Computing Devices International (formerly Control Data Corporation)
Manager of Legislative Affairs, Washington DC
Conveyed corporate position to congressional members and staff regarding proposed and existing legislative actions. Assessed impact of congressional testimony on company's strategic plans. Liaison with congressional staffs and members' office staff. Performed staff functions with the company's Political Action Committee Board.
- 1991 - 1993
Computing Devices International
Shipboard SubSurface Team Leader, Washington, DC
Served as leader of this strategic market segment. Coordinated technology transfer from avionics to shipboard subsurface market segment. Worked with both government and prime contractor procurement offices. Quota averaged \$20 million a year. Achieved 100% Club every year eligible.
- 1986 - 1991
Computing Devices International
Program Marketing Manager, Washington, DC
Identified, qualified, and developed program opportunities for both avionics and shipboard applications for this international corporation. Developed and implemented pursuit plans and strategies. Quota averaged \$15 million a year. Achieved 100% Club every year eligible.
- 1984 - 1986
Mainsale Marketing Inc.
Office Manager, Austin, Texas
Managed real estate marketing office. Interviewed, hired and trained job candidates; formed and maintained liaison with local merchants; managed payroll for 25 people.

Education

- 1982 - 1986
University of Texas at Austin; BBA - Marketing
- 1990 - 1992
George Washington University; MBA - Management of Science, Technology & Innovation

Professional Organizations

BWCC Chamber of Commerce

Greater Washington Society of Association Executives (past member of Technical Committee)
Computing Devices International Women's Leadership Council - founding board member
American Defense Preparedness Association (ADPA) - Executive Board (elected position),
Publicity Chair (ASW Division),
Electronics Industry Association (EIA) - Defense, Domestic Subcommittees

Areas of Expertise

Telecommunications Operations
Defense Marketing
Six Sigma Certified
Strong written and public speaking skills

Interests

Music, SCUBA, biking, Tex-Mex cooking

References

Upon request

Scott N Kleinknecht

Work Experience

1988 – present

Protocall Communications, Inc.

VP Marketing & Sales, Co-Owner

Responsible for coordination of all sales and marketing, development of strategic marketing plan, development of advertising/PR plan, and management of future additional sales representatives.

Protocall Communications, LLC. (later acquired by NOVO 1)

Member, Co-owner

Responsible for coordination of all sales and marketing, development of strategic marketing plan, development of advertising/PR plan, and management of future additional sales representatives. Responsible for developing and managing budgets for commissions and sales incentives.

Grew the business from a startup answering service to a technically advanced inbound, outbound and call center with automated capabilities with 350 employees, and sales of approximately \$12M annually.

1983 - 1988

Johnston Lemon and Company

Investment Banker, Washington DC

Traded stocks and bonds. Served as Partnership Coordinator for the Washington branch. Exceeded sales revenues for every year of service.

1979 - 1983

Wall Covering Service, Inc.

President, Suitland MD

Responsible for staffing, inventory, financing of this exclusive wall covering store. Grew from a startup to employing 20 employees. Grew revenues to \$1.2 million.

Education

1974 – 1978

Newberry College; BBA - Business and Accounting

1978 - 1979

Winthrop College; Graduate level courses, Finance

Professional Organizations

American Telemarketing Association

Direct Marketing Association of Washington

Greater Washington Society of Association Executives

Areas of Expertise

Telecommunications Operations

Finance

Marketing

References

Upon request

Energy Zebra, LLC - Officer List

Name: Deborah Liebel
Title: Member
Address: 2821 Grier nursery rd Forest Hill MD 21050
Phone: 3013611122
Fax: N/A Email: deb@energyzebra.com

Name: Ellen KLEINKNECHT
Title: Member
Address: 104 SEVERN RIVER ROAD,
Severna Park, MD 21146
Phone: 3013611122
Fax: N/A Email: ellen@energyzebra.net

Name: Scott KLEINKNECHT
Title: Member
Address: 104 SEVERN RIVER ROAD,
Severna Park, MD 21146
Phone: 2403988132
Fax: N/A Email: scott@energyzebra.net

Energy Zebra

Energy Zebras decision to enter the broker space is based on where we feel our future success, especially in these current economic circumstances. Our previous experience selling in the energy space for both electricity and natural gas was a client vendor relationship. Our plan in the future is to have a more concise contact with end customer representing several suppliers to allow the customer the ability to choose what is right for them. We will not contract directly with customers; we are only contracted with the suppliers. We do not have title to supply. We do not have agreements with grid operators or utilities, and we do not sell supply directly. We also do not contract with the small business customers directly. All contracts would be with the suppliers directly we act only as the broker.

Suppliers will handle billing through the utilities and or separate billing depending on the supplier requirements. Customers will be informed of this at time of sale based on who they pick to be their supplier.

STATE OF MARYLAND

Department of Assessments and Taxation

I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO LIMITED LIABILITY COMPANIES , OR THE RIGHTS OF LIMITED LIABILITY COMPANIES TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT ENERGY ZEBRA LLC (W22188411) , REGISTERED SEPTEMBER 20, 2021, IS A LIMITED LIABILITY COMPANY EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF MARYLAND, AND THAT THE LIMITED LIABILITY COMPANY IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING TO TRANSACT BUSINESS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS MARCH 17, 2023.



Michael L. Higgs
Director



301 West Preston Street, Baltimore, Maryland 21201
Telephone Baltimore Metro (410) 767-1340 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: hLAp1chph0Ci_q8fB06N6Q
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>



Pennsylvania Department of State
Bureau of Corporations and Charitable Organizations
PO Box 8722 | Harrisburg, PA 17105-8722
T: 717.787.1057
dos.pa.gov/BusinessCharities

January 22, 2023

CT Corporation System
600 NORTH SECOND STREET, SUITE 401
HARRISBURG, PA 17101


Entity Name: ENERGY ZEBERA, LLC
Entity File Date: November 21, 2022
Entity Number: 0003623751
Filing Type: Foreign Limited Liability Company

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit www.pa100.state.pa.us to register for business taxes with the Department of Revenue and the Department of Labor and Industry. You may also visit www.Business.pa.gov to find resources for businesses through all stages of development.

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Pennsylvania Department of State
-FILED-
File #: 0003623751
Date Filed: 11/21/2022

<input type="checkbox"/> Return document by mail to: CT - COUNTER Name: <u>nicole.grimme@wolterskluwer.com</u> Address: <u>14637939 512</u> City: _____ State: _____ Zip Code: _____	Foreign Registr DSCB: (rev. 2/2017)
<input checked="" type="checkbox"/> Return document by email to: _____	 412

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

Fee: \$250 I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):
- | | | |
|---|--|---|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:
ENERGY ZEBRA LLC

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation is: Maryland

4. The street and mailing address of the association's principal office.

<u>204 Main St</u>	<u>Laurel</u>	<u>MD</u>	<u>20707</u>
Number and street	City	State	Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

<u>204 Main St</u>	<u>Laurel</u>	<u>MD</u>	<u>20707</u>
Number and street	City	State	Zip

PA DEPT OF STATE

NOV 21 2022

DSCB:15-412 - 2

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

Complete part (a) OR (b) - not both:

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

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

6. Check one of the following:

- The association may not have series.
- The association may have one or more series.

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

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

8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

The association is a limited liability company which is not organized to render any of the below professional service(s).

The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> Chiropractic | <input type="checkbox"/> Dentistry | <input type="checkbox"/> Law | <input type="checkbox"/> Medicine and surgery |
| <input checked="" type="checkbox"/> Optometry | <input type="checkbox"/> Osteopathic medicine and surgery | <input type="checkbox"/> Podiatric medicine | <input type="checkbox"/> Public accounting |
| <input checked="" type="checkbox"/> Psychology | <input type="checkbox"/> Veterinary medicine | | |

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 15 day of November, 20 22.

Energy Zebra LLC
Name of Association

Allen Heintz
Signature

CFO

Title

OPERATING AGREEMENT

Energy Zebra, LLC

*A Limited Liability Company
Organized Under the Laws of
the State of Maryland*

This Document is completed in counterparts, each having the same force and effect as an original.

THE SECURITIES REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS AND CONDITIONS WHICH ARE SET FORTH HEREIN.

INTERESTS IN THE COMPANY MAY ONLY BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED SUBJECT TO THE LIMITATIONS AND RESTRICTIONS SET FORTH HEREIN AND ONLY IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS.

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
ENERGY ZEBRA, LLC**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (as amended from time to time, the “Agreement”) is entered into and shall be effective as of the ___ day of October, 2021 (“Effective Date”) by and among Energy Zebra, LLC, (the “Company”) a limited liability company organized under the laws of the State of Maryland (the “Charter State”), and the persons executing this Agreement as Members, each of whom hereby agrees and certifies as set forth herein.

ARTICLE I - ORGANIZATION

- 1.1 Formation.** The Members, by and through their authorized agent, caused there to be filed Articles of Organization with the Maryland Secretary of State on the 20th day of September, 2021, creating the Company, organized and to be operated in compliance with the provisions of the Act (as hereinafter defined). The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the laws of the Charter State and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the laws of the Charter State, control. The Manager and any officer of the Company is an "authorized person" within the meaning of the laws of the Charter State and is hereby authorized to promptly execute, deliver and file any amendment to the Charter authorized in accordance with this Agreement. The Company shall, to the extent permissible, elect to be treated as a partnership for federal, state and local income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment and no Member shall take any action inconsistent with such treatment. The Company shall not be deemed a partnership or joint venture for any other purpose. The name of the Company shall be as stated above or such other name or names as the Board may from time to time designate.
- 1.2 Name.** The name of the Company is “Energy Zebra, LLC”.
- 1.3 Principal Office; Statutory Agent.** The location of the principal office of the Company in the State of Maryland is 204 Main Street, Laurel, Maryland 20707, or such other location as the Board may determine in accordance with the Act. The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles of Organization as agent for service of process for the Company upon whom process may be served.
- 1.4 Term.** This Agreement is effective as of October 15, 2021 and will continue in perpetuity unless and until the Company is dissolved and liquidated in accordance with the provisions of this Operating Agreement.
- 1.5 Purpose.** The purpose of the Company is to conduct any business or joint enterprise that is legal for a limited liability company to conduct under the Act. In furtherance of the foregoing purposes, the Company shall have the power and authority to conduct its business as provided by the Act and applicable law.
- 1.6 Fictitious Business Name Statement; Other Certificates.** The Board of Managers may, from time to time, register the Company as a foreign limited liability company and file fictitious or trade name statements or certificates in those jurisdictions and offices as the Board of Managers considers necessary or appropriate. The Company may do business under any fictitious business names selected by the Board of Managers.

ARTICLE II - DEFINITIONS

The terms defined in this Article, whenever used in this Agreement and capitalized, have the following meanings unless the context or use requires another meaning:

“Act” means the Maryland Limited Liability Company Act as now enacted or hereafter amended..

“Additional Members” means those Persons who become Members after the effective date of this Agreement in accordance with the terms and conditions hereof.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person.

“Agreement” means this Agreement, as amended from time to time.

“Board of Managers” or **“Board”** means the Board of Managers created under Section 5.1 of this Agreement.

“Book” means the method of accounting required to comply with Treasury Regulations Section 1.704-1, as distinguished from any other accounting method that the Company may adopt for financial reporting or other purposes.

“Capital Account” means the capital account of a Member maintained in accordance with Section 4.1 of this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended. All references to particular sections of the Internal Revenue Code shall be deemed to include reference to corresponding provisions of subsequent internal revenue law of the United States of America.

Common Units. Subject to compliance with the terms of this Agreement, the Company is hereby authorized to issue a class of Units designated as Common Units.

“Company” means Energy Zebra, LLC, a limited liability company organized under the laws of the State of Maryland.

“Excess Cash” means the amount of cash (from whatever source) of the Company on hand from time to time that is in excess of the required equity of the Company as determined by the Board of Managers, taking into account the general needs of the Company for working capital and investments, the preservation of Company property, contingencies, debts and the fiduciary duties owed by the Managers to the Members and the Company.

“Fiscal Year” means the fiscal year of the Company as determined by the Board of Managers from time to time and in compliance with Code Section 706, and, initially, means a fiscal year ending on December 31.

“Indemnitee” has the meaning set forth in Section 9.1 of this Agreement.

“Majority” means more than fifty percent (50%), whether in number or percentage, as the context may indicate.

“Manager” means a member of the Board of Managers.

“Member” or “Members” means those Persons listed on Exhibit A, attached hereto, and any other

Persons who are admitted as Members pursuant to the terms of this Agreement, as such Exhibit A may be amended from time to time, each of whom shall have executed a counterpart of this Agreement or a joinder agreement in the form of Exhibit B hereto so long as such Member holds at least one Company Unit.

Membership Interest. The term “Membership Interest” or “Interests” means a Member’s interest in the Company’s net profits, net losses and distributions and the right to participate in any decision or action of or by the Members granted pursuant to this Agreement and the Act. Any provisions herein or as a matter of law requiring a vote or action by Members or Managers shall be determined by Memberships Interests and not per capita, which, with respect to each Member or Manager, shall be the ratio (“Percentage Interest”) of the number of Membership Units (or specific class thereof, as the case may be) then owned by such Member or Manager to the total number of all Membership Units then outstanding (or specific class thereto as the case may be). A “Unit” is a unit of measure used to determine Interests of Members.

“Officer” means an officer of the Company appointed and acting, from time to time, pursuant to Article V of this Agreement.

“Operating Agreement” means this Limited Liability Company Operating Agreement of Energy Zebra, LLC, as amended from time to time.

“Organization Date” means September 20, 2021.

“Outstanding Units” means the number of Units shown on the books and records of the Company to be issued and outstanding other than Units held by the Company. As of the date of this Agreement, 10,000 Units are issued and outstanding.

“Person” means and includes any natural person and any corporation, firm, partnership, trust, estate, limited liability company or other entity resulting from any form of association, or as otherwise defined under the Act.

“Securities Act” means the Securities Act of 1933, as amended.

“Transfer” means any sale, assignment, pledge, hypothecation, encumbrance, disposition, transfer (including, without limitation, a transfer by will, intestate distribution, or decree of divorce or separation), gift, or attempt to create or grant a security interest in any Unit or portion thereof, whether voluntary or involuntary, by operation of law or otherwise.

ARTICLE III - MEMBERS AND UNITS

3.1 Members.

No Person shall become a Member unless such Member shall have (i) executed this Agreement or a joinder agreement in the form of **Exhibit B** hereto and (ii) been admitted as a Member in accordance with the provisions hereof. The Members have no voting rights except with respect to those matters specifically set forth in this Agreement.

3.2 Authorized Units; Additional Units; Additional Members.

(a) The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes or series, with each type or class or series having the rights and privileges, including voting rights, if any, set forth in this Agreement. The Membership Interests may, at the discretion of the Board, be represented by certificates.

(b) The Board is hereby authorized to increase the authorized or outstanding number of Units of any class or series and issue such additional Units, and unless otherwise provided herein, there shall be an unlimited number of authorized Units of each class or series of Units provided for herein. The Board is authorized to issue Units in any new class or series and to amend this Agreement to establish such new class or series, and to fix the rights, obligations, preferences, privileges and limitations thereof. Such issuance of additional or new Units may be for any purpose determined by the Board, including the raising of additional capital and the granting of participations in the Company to persons providing services to the Company, and to issue such Units. No Person shall have any preemptive, antidilution or similar rights regarding the issuance of additional Units.

(c) Additional Members may be admitted to the Company only with the approval of the Board. The Board is authorized to cause the Company to take all necessary actions, including the amendment of this Agreement, to reflect the admission of Additional Members and the adjustment of the number of Units held by the Members, resulting from such offering of additional Units in the Company.

3.3 Capital Contributions.

(a) Obligation To Make Contributions. As of the date hereof, each Member shall have contributed or be deemed to have contributed to the capital of the Company the property or percentage set forth opposite each Member's name on **Exhibit A** attached hereto. **Exhibit A** shall be amended from time to time upon admission of new Members or the acceptance of additional capital contributions or the issuance of new Membership Interests by the Company. The Members hereby contribute all of their right, title, and interest, in and to that certain cash and/or property in exchange for their interests in the Company as more fully described in Section 3.4 hereof. From time to time, the Board may determine that additional capital is needed, and may issue additional Company Units.

(b) Additional Contributions. Members will not be obligated to make contributions to the capital of the Company other than their initial Capital Contributions.

3.4 Interest in the Company. Each Member has subscribed for the Company Units as further described and set forth in **Exhibit A**, attached hereto, and shall have an interest in the profits and capital of the Company proportionate to such Units as provided in this Agreement. **Exhibit A** shall be amended from time to time by the Board to reflect the admission of additional Members, the issuance of additional Units, or the transfer of Units.

3.5 Interest on Capital. No interest shall be paid by the Company on the contributions to the capital of the Units of the Company.

3.6 Liability of Members.

(a) Subject to Section 3.6(b), no Member shall have any personal liability whatsoever in his capacity as a Member, whether to the Company, to any of the Members, or to the creditors of the Company, for the debts, liabilities, contracts, or any other obligations of the Company or any other Member, or for any losses of the Company or any other Member. A Member shall not be required to repay to the Company, any other Member, or any creditor of the Company all or any fraction of any negative amount in such Member's Capital Account. Except as otherwise provided by applicable law of the Charter State or expressly in this Agreement, no Member will have any fiduciary or other duty to another Member with respect to the business and affairs of the Company.

(b) In accordance with applicable law, a Member of the Company may, under certain circumstances, be required to return to the Company, for the benefit of Company creditors, amounts previously

distributed to such Member. It is the intent of the parties that no distribution to any Member shall be deemed a return or withdrawal of capital, and that no Member shall be obligated to pay any such amount to or for the account of the Company or any creditor of the Company. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member only and not of any other Member.

**ARTICLE IV- ALLOCATION OF PROFITS, GAINS, AND LOSSES;
DISTRIBUTIONS TO MEMBERS**

The Members agree that the income, profits, gains, and losses of the Company shall be allocated, and cash distributions of the Company shall be made, as follows:

4.1 Capital Accounts.

Each Member shall have a Capital Account maintained as set forth in Treasury Regulations Section 1.704-1(b)(2)(iv).

4.2 Allocations of Book Income and Loss.

All items of income, profits, gains, and losses of the Company for each Fiscal Year, determined using such methods of accounting for depreciation and other items as the Board of Managers selects, shall be allocated among the Members in proportion to their Units representing their Membership Interests.

4.3 Tax Allocations.

All items of income, gain, loss, and deduction are to be allocated for federal income tax purposes in the same manner as the corresponding allocation is made for Book purposes pursuant to Section 4.2 of this Agreement.

4.4 Distributions to Members.

Excess cash shall be distributed to the Members in proportion to their respective Units, at such times and in such amounts as the Board of Managers may determine in its sole discretion.

ARTICLE V - MANAGEMENT AND OPERATIONS

5.1 Board of Managers.

The management and control of the Company is reserved exclusively to the Board of Managers. The Board shall consist of five (5) managers. The Managers shall be:

Deborah Liebel
Ellen Kleinknecht
Todd Liebman
Scott Kleinknecht
Dave Kington

Each Manager shall serve as Manager until his death, resignation, or retirement.

5.2 Management of the Company.

Except for situations in which the approval of the Member(s) is expressly required by the Operating Agreement or by non-waivable provisions of applicable law, the Board of Managers shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. Except when a greater percentage vote is required by the Operating Agreement or the Act, all decisions of the Board of Managers shall be determined by the vote of Managers holding a Majority of the Company's Outstanding Units, regardless of the number of Managers voting. Only the Board or a Manager or an Officer to the extent permitted or directed by the Board of Managers have the authority to bind the Company.

5.3 Board Meetings.

Board of Managers are required to be held one time per calendar year unless otherwise fixed by the Board of Managers. Meetings are not required to be in person.

5.4 Committees of Board.

The Board of Managers shall have authority to appoint all such executive, advisory, operational, and financial committees as it deems appropriate to assist with managing the affairs of the Company. Each committee is to be composed of such Members or Managers as the Board may determine. Any committee to the extent authorized by the Board, may have and may exercise, all the power and authority of the Board.

5.5 Specific Powers of Board of Managers.

The authority of the Board of Managers includes, without limitation, the power to:

- (1) approve the annual operating and capital budgets and strategic plans of the Company;
- (2) appoint or remove any Officer of the Company, establish compensation for each Officer of the Company, and establish, alter, or amend the power and authority of any Officer of the Company;
- (3) authorize any commitment for a capital expenditure;
- (4) approve any obligation of the Company for borrowed money;
- (5) authorize any sale, lease, transfer, or other disposition of any asset of the Company or any group of assets, including the disposition of all or substantially all the assets of the Company;
- (6) approve the acquisition of any business or a business division from any Person, whether by asset purchase, stock purchase, merger, or other business combination, including the creation and issuance of additional Units of any class in connection therewith;
- (7) approve any purchase or lease of real property;
- (8) adopt, approve, or terminate any individual or group employee retirement plan or any other welfare benefit plan or policy or any modifications thereto;

- (9) authorize the making, modification, amendment, or termination of any agreement with any Member;
- (10) authorize any distribution to Members;
- (11) change the Fiscal Year of the Company or make or modify any tax elections as the Board of Managers believes to be in the best interests of the Company and the Members;
- (12) negotiate, enter into, execute, and exercise the Company's rights under any and all contracts necessary, desirable, or convenient with respect to its business and affairs;
- (13) execute any notifications, statements, reports, returns, registrations, or other filings that are necessary or desirable to be filed with any state or federal agency, commission, or authority, including, without limitation, any registration of securities with any state or Federal securities commission, and appear before such agency, commission, or authority on behalf of the Company;
- (14) purchase or bear the cost of any insurance covering the potential liabilities of the Company, Members, any Officer or employee of the Company, and any other Person acting on behalf of the Company or covering the lives of the Members or any Officer or employee of the Company;
- (15) commence, defend, or settle litigation pertaining to the Company and its business or assets;
- (16) employ accountants, attorneys, contractors, brokers, investment managers, engineers, consultants, or other Persons on such terms, and for such compensation, as it considers appropriate, including, without limitation, Persons who may be Members, or who perform services for, or have business, financial, family, or other relationships with, any Member, Manager, Officer, or employee;
- (17) redeem Units, issue additional Units or classes of Units, admit additional Members, or approve any Transfer of one or more Units in accordance with this Agreement;
- (18) authorize the filing of a Bankruptcy petition by or on behalf of the Company.
- (19) authorize the dissolution or liquidation of the Company as set forth in Article VII.

5.6 Officers of the Company

- (a) The Company may have such Officers, as are appointed, from time to time, by the Board of Managers:
- (b) Each Officer serves until the earlier of his or her death, resignation, or removal.
- (c) An Officer may be removed at any time and for any reason by the Board of Managers.

5.7 Authority and Duties of the Officers.

The Officers of the Company have only such authority, responsibilities, and duties as the Board may delegate, from time to time to the Officers. The Officers, on behalf of the Company and at the expense of the Company, shall if directed by the Board:

- (a) maintain at the Company's principal place of business a list, updated from time to time, that accurately sets forth the names and addresses of the Members, the Units held by each Member, and the capital each Member has paid to the Company;
- (b) furnish to each Member, by the fifteenth day of the third month following the close of each Fiscal Year, all information required for federal and state income tax reporting purposes with respect to the Company, including a copy of Schedule K-1 to the Company's federal income tax return for the Fiscal Year most recently ended;
- (c) arrange for the preparation of all necessary informational federal income tax forms on behalf of the Company and for the preparation and filing of any and all state and local income and franchise tax returns required to be filed by the Company;
- (d) conduct the affairs of the Company in compliance with the applicable laws and in the best interests of the Company and of the Members;

5.8 Standard of Care.

- (a) Any Member, Manager, Officer, or employee of the Company, in the performance of his, her, or its duties, is entitled to rely in good faith on information, opinions, reports, and other statements, including financial statements, books of account, and other financial data, if prepared or presented by (i) one or more Officers or employees of the Company, (ii) legal counsel, public accountants, or other persons as to matters within the person's professional or expert competence. or (iii) a committee of Managers of which he or she is not a member if the Manager, Officer or employee reasonably believes the Committee merits confidence. A Manager, Officer or employee is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by this Section 5.8(a) unwarranted.
- (b) Each Officer and Manager is to perform his, her, or its duties as such an Officer or Manager in good faith, in a manner he, she, or it reasonably believes to be in or not opposed to the best interests of the Company, and with the care that an ordinarily prudent person in a similar position would use under similar circumstances. In connection with the performance of such duties, a Manager, Officer or employee may consider such factors as he, she or it deems relevant, including the long term prospects and interests of the Company and the Members, and the social, economic, legal or other effects of any action on the employees, suppliers, customers of the Company, the communities and society in which the Company operates and the economy of the state and nation.
- (c) No Manager is to be liable in damages for any action that he, she, or it takes or fails to take as a member of the Board of Managers unless if it is proved, by clear and convincing evidence, that his, her, or its action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the Company.

ARTICLE VI – RIGHTS AND OBLIGATIONS OF MEMBERS

6.1 Meetings.

Unless otherwise agreed in writing by the Board of Managers, or with the unanimous consent of the Members, there shall be no annual or special meetings of Members. Any meetings however, should be held in a cool place like Bermuda.

6.2 Voting by Members

- (a) Voting Power. Except to the extent that the voting rights of any Units are increased, limited, or denied by the terms of this Agreement, Members holding Company Units have one vote for each Unit they own. Members vote their Units on each matter submitted to the Members for their vote, consent, waiver, release, or other action.
- (b) Quorum. Those Members holding a Majority of the Outstanding Units held among all Members constitute a quorum for the transaction of business at a meeting of the Members. The holders of a Majority of the Outstanding Units present at a meeting of the Members may adjourn the meeting from time to time.
- (c) Required Vote. Except to the extent that the Operating Agreement otherwise provides, the vote of Members holding a Majority of the Outstanding Units present at the meeting is approval by the Members.

6.3 Records of Actions Taken.

Upon any exercise of Member voting rights pursuant to this Article VI, an Officer or Manager designated by the Board of Managers is to keep complete and accurate records and notify all Members of the action taken.

6.4 Further Assurances.

All Members are contractually bound by the action taken or authorized pursuant to any exercise of voting rights pursuant to this Article VI or the exercise of the voting rights of the Board of Managers pursuant to Article V.

6.5 Limited Liability of Members.

Notwithstanding anything in this Agreement to the contrary, the liability of the Members arising out of or in any manner relating to the Company or its business shall not exceed the amount of their agreed upon contributions and obligations specified in Article III of this Agreement. After such contributions and obligations, the Members shall have no further liability to contribute money or otherwise to, or in respect of, the liabilities or obligations of the Company except as otherwise provided under the Act.

6.6 Power of Attorney.

Each Member irrevocably constitutes and appoints the Board of Managers and its designated agent as such Member's true and lawful attorney to make, execute, swear to, acknowledge, deliver, and file on his, her, or its behalf:

- (a) any certificates required to be filed to evidence the Member's admission to the Company and any other instruments, and any amendments thereto, that may be required to be filed by the Company under the laws of the State of Maryland or any other jurisdiction in which the Company may transact business or in which the Board of Managers deems it advisable to file;
- (b) any documents, certificates, or other instruments that may be required or deemed desirable by the Board of Managers to effectuate the provisions of this Agreement or necessary to continue and to carry on the business of the Company; and
- (c) all documents, certificates, or other instruments that may be required to effectuate the dissolution

and termination of the Company or the organization of any successor limited liability company.

It is expressly intended by each of the Members that the foregoing power of attorney is coupled with an interest, irrevocable, and shall survive the disability, including death, of such Member. The foregoing power of attorney shall survive the delivery of an assignment by the Member of his, her, or its entire interest in the Company, except that where an assignee of such entire interest has become a substitute Member, then the foregoing power of attorney of the assignor Member shall survive the delivery of such assignment for the sole purpose of enabling the Board of Managers and its designated agent to execute, acknowledge, and file any and all instruments necessary to effectuate such substitution.

6.7 Access to Information; Confidentiality.

- (a) Each Member has the right to obtain from the Company, at such Member's expense, any and all of the following upon reasonable demand for any purpose reasonably related to his, her, or its membership interest in the Company:
 - (i) true and full information regarding the status of the business and the financial condition of the Company;
 - (ii) promptly after becoming available, a copy of the federal, state, and local income tax returns of the Company for each year;
 - (iii) a current list of the name and last known business, residence, or mailing address of each Member;
 - (iv) a current list of the name and last known business, residence, or mailing address of each Manager;
 - (v) a copy of the Articles of Organization of the Company, all amendments thereto, and any written powers of attorney pursuant to which the Articles of Organization and any such amendments have been executed;
 - (vi) a copy of this Operating Agreement, all amendments to this Agreement, and executed copies of any written powers of attorney pursuant to which this Agreement and any such amendments have been executed;
 - (vii) true and full information regarding the date on which each Member became a Member and the amount of cash, and a description and statement of the agreed value of any other property or services, that have been contributed by each Member and that each Member has agreed to contribute in the future;
- (b) The rights of a Member pursuant to Section 6.8(a) of this Agreement shall be subject to any reasonable standards the Board of Managers may impose at any time governing the type and nature of information and documents that are to be furnished to such Member pursuant to Section 6.8(a) of this Agreement, and the time and location at which such information and documents are to be furnished. Any demand made by a Member pursuant to Section 6.8(a) of this Agreement shall be in writing and shall state the purpose for such demand. In complying with a Member's demand pursuant to Section 6.8(a) of this Agreement, the Company may elect to do either or both of the following: (i) provide such Member with the right to examine documents in person or by agent or attorney and to make copies or extracts of the documents; (ii) provide to such Member true and accurate copies of documents responsive to the demand.

- (c) Notwithstanding anything in this Agreement to the contrary, the Company reserves the right to keep confidential from its Members for a reasonable period of time any information that the Board of Managers reasonably considers to be in the nature of trade secrets or any other information as follows:
 - (i) information the disclosure of which the Board of Managers in good faith reasonably believes is not in the best interest of the Company or could damage the Company or its business;
 - (ii) information that the Company is required by law or by agreement with a third person to keep confidential.

6.8 Limitations on the Rights of Members.

Subject to any mandatory requirements of applicable law and except as may otherwise be provided in this Agreement, no Member (in his, her, or its capacity as a Member) has the right to:

- (a) take any part whatsoever in the management and control of the ordinary business of the Company,
- (b) sign for or bind the Company,
- (c) compel a sale or appraisal of Company assets,
- (d) transfer his, her, or its Units in the Company,
- (e) approve admission of new Members,
- (f) approve the issuance of additional Units; or
- (g) compel the Company to pay the fair value of the Member's Units upon resignation.

ARTICLE VII - DISSOLUTION AND LIQUIDATION

7.1 Events of Dissolution.

Notwithstanding anything in the Act to the contrary, the Company shall be dissolved only upon the written consent of Members holding a Majority of the Outstanding Units.

7.2 Liquidation.

Upon an event of dissolution described in Section 7.1 of this Agreement, the Board of Managers shall (i) deliver to the Secretary of State of Maryland for filing a certificate of dissolution in accordance with the Act, and (ii) diligently proceed to wind up the affairs of the Company, liquidate its assets, and distribute the assets in accordance with this Agreement. During the time prior to liquidation, the Company shall continue as a limited liability company bound by the terms of this Agreement, succeed to all Company assets and liabilities, the business of the Company shall be continued, and the Board of Managers shall

have the right to do all acts authorized by law for the purpose of winding up the affairs of the Company.

7.3 Time for Winding-Up.

A reasonable time, up to three (3) years, will be allowed for the orderly liquidation of assets of the Company and the discharge of liabilities to creditors so as to enable the Board of Managers to minimize the normal losses attendant upon a liquidation.

7.4 Final Accounting.

Each of the Members is to be furnished with a statement setting forth the assets and liabilities, if any, of the Company as of the date of the complete liquidation which may be audited and certified by the Company's certified public accountants at the discretion of the Board of Managers. Upon the compliance by the Board of Managers with the distribution provisions of this Agreement, the Members shall cease to be members and the Company shall cease to exist.

ARTICLE VIII - TRANSFER OF COMPANY UNITS; ADMISSION OF ADDITIONAL MEMBERS

8.1 Prohibition on Unapproved Transfers.

No Member shall Transfer his, her, or its Company Units, in whole or in part, except in accordance with the terms of this Article VIII. Except as otherwise provided in this Article VIII, in no event shall the assignee or transferee of any Units become, or exercise the rights of, a Member unless the assignee or transferee executes a copy of or joinder to this Agreement,

8.2 Requirements to Transfer.

Any and all Transfers made pursuant to this Article VIII are subject in all respects to the following:

- (a) No Transfer shall be made without the prior written approval of the Board in its sole discretion.
- (b) As a condition to admission as a substitute Member, an assignee, transferee, legatee, or distributee of all or part of the Company Units of any Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Board of Managers, as the Board of Managers deems necessary or advisable to effect such admission and to confirm the agreement of the Person being admitted as such substitute Member to be bound by all the terms and provisions of this Agreement. Such assignee, transferee, legatee, or distributee shall pay all reasonable expenses in connection with such admission as a substitute Member, including, but not limited to, legal fees and costs incurred by the Company in connection therewith.
- (c) If the Board of Managers determines that a proposed Transfer would, alone or in conjunction with one or more other Transfers, terminate the Company as a partnership for federal income tax purposes (a “**Termination**”), the Board of Managers may prohibit the proposed Transfer from occurring until the earliest time, as determined by the Board of Managers, that the Transfer may occur without causing a Termination. If at any time more than one Transfer is being delayed under this Section 8.4(c), the Transfers are to be made in the order in which the Board of Managers received notice of such Transfers.
- (d) If a Transfer causes a Termination, the Member making the Transfer shall be liable to the Company and each of the other Members for any taxes, fines, penalties, damages, or losses which may be due as a result of the Termination, including, without limitation, costs of

enforcement of the Company's power to void or otherwise prohibit the Transfer or attempted Transfer.

- (f) Any Transfer not made in compliance with this Article VIII is void ab initio and of no effect.

8.3 Admission of New Members.

Members do not have the right to vote on the admission or substitution of Members. The Board of Managers shall vote to admit additional or substitute Members.

8.4. Right of First Refusal.

- (a) Restrictions on Transfer. Except for permitted transfers under this Article VIII, no Member shall Transfer any Units unless the Member shall have (i) obtained the approval by the Board of Managers pursuant to Article 8 and (ii) first offered to sell such Units to the Company and the other Members in accordance with the following provisions:
- (b) Offer to Sell to the Company. The Member proposing to Transfer Units (the "Transferring Member") shall first offer to sell the Membership Units to be transferred (the "Offered Units") to the Company by notice to the Company which shall contain the terms upon which the Transferring Member proposes to sell such Member's Membership Units (the "Offer Notice"). A copy of the Offer Notice shall be delivered to each Member at the time it is delivered to the Company, and shall state the price per Unit for the Membership Units to be sold (the "Purchase Price"). If it becomes necessary, a mutually agreed upon independent, outside person shall be hired for valuation of company that is binding if valuation cannot be mutually agreed upon by all parties involved. The Member selling shares will pay for the valuation.
 - (c) Acceptance of Offer by the Company. For a period of 60 days following receipt of the Offer Notice by the Company, the Company shall have the option to accept the offer contained in the Offer Notice. Such option shall be exercised in writing by the Company by notice to the Transferring Member with copies to the other Members (the "Offer Exercise Notice") stating the number of Offered Units that the Company elects to purchase. If the Company elects not to purchase any of the Offered Units, the Company shall give written notice to that effect to the Transferring Member with copies to the other Members (the "Rejection Notice") not later than 60 days following the Company's receipt of the Offer Notice.
 - (d) Offer to Sell to Remaining Members. If the Company does not exercise its option to purchase all the Offered Units under Section 8.4(c) the Members of the Company (the "Remaining Members") shall have the option to purchase any of the Offered Units that the Company does not elect to purchase at the same price per Unit at which the Membership Units were offered to the Company under Section 8.4 (b) payable as set forth in Section 8.4(f).
 - (e). Acceptance of Offer by Remaining Members. Within 45 days after the receipt of a copy of the Offer Exercise Notice or the Rejection Notice, as the case may be, any Remaining Member desiring to acquire any part or all of the Offered Units not purchased by the Company shall deliver to the Company a written election to purchase the Membership Units or a specified number of them (a "Remaining Notice"). If the total number of Membership Units specified in the Remaining Notice exceeds the number of available Offered Units, each Remaining Member shall have priority, up to the number of Membership Units specified in the Remaining Member's Remaining Notice, to purchase such portion of the available Membership Units as the number of the Membership Units that the Remaining Member holds bears to the total number of

Membership Units held by all Remaining Members electing to purchase. The Membership Units not purchased on such a priority basis shall be allocated in one or more successive allocations to those Remaining Members electing to purchase more than the number of Membership Units in which they have a priority right, up to the number of Membership Units specified in their respective Remaining Notices, in the proportion that the number of Membership Units (without counting Offered Units) held by each Remaining Member bears to the number of Membership Units (without counting Offered Units) held by all Remaining Members. Within 45 days after receipt of the Remaining Notices from all Remaining Members or, if some Remaining Members make no election, within 45 days after the expiration of the 45 day period provided by this Section for the making of an election, whichever is earlier, the Company shall notify the Transferring Member and each Remaining Member electing to purchase of the number of Membership Units to which such election was effective.

- (f) Closing; Suspension of Restrictions. A closing to purchase some or all of the Offered Units shall be held not more than 120 days after receipt by the Company of the Offer Notice from the Transferring Member pursuant to Section 8.4(b). If the Company and/or the Remaining Members do not purchase all the Offered Units, the unpurchased Offered Units may be Transferred by the Transferring Member at any time on or before the expiration of 180 days from the date of receipt by the Company of the Offer Notice, on terms no less favorable than those set forth in the Offer Notice to any third party (the “Proposed Transferee”), unless the Proposed Transferee is a competitor of the Company, as determined in the reasonable discretion of the Board of Managers, in which case Transfer of the Offered Units shall require approval by the Members holding at least 51% of the Membership Interests (without counting the Offered Units). A Transfer pursuant to the terms of the Offer Notice shall comply with all applicable state and federal securities laws and the Company may require an opinion of counsel to the Transferring Member to that effect. The transferee will hold the Membership Units subject to the provisions of this Agreement and shall sign this Agreement. A Transfer of the Offered Units shall not be made after the end of the 180 day period, nor shall any change in the terms of the Transfer or the identity of the prospective transferee be permitted, without a new offering to the Company and the Remaining Members by the Transferring Member in compliance with the requirements of this Section.
- (g) Payment Terms. The total purchase price for the Offered Units under this Section 8.4 by the Company or the Remaining Members shall be paid in cash or by certified check, except that at the option of the Company or any of those Remaining Members electing to purchase Offered Units, as the case may be, up to 25% of the total purchase price paid by the Company or any such Member may be paid by the promissory note of the purchaser (in the case where the Company is the purchaser, subordinated to any indebtedness for borrowed money of the Company on terms acceptable to the lenders thereof) with principal payable in equal installments of the last day of March, June, September and December of each year over a period of not more than three years, payments commencing not later than the end of the first full calendar quarter after the closing date with interest from the date of the note on the outstanding balance, at the lowest applicable federal rate applicable to the transaction as set forth in Section 1274 of the Code, and secured by the Offered Units purchased. Each promissory note shall provide that if any installment of principal or interest is not paid when due, and if the default continues for a period of 15 days after written notice, then, at the election of the holder, the full amount of the principal and interest remaining unpaid shall become immediately due and payable, and the maker shall pay reasonable attorney’s fees to the holder in the event suit is commenced because of default. The maker of the note shall have the right to prepay the principal without penalty at any time and from time to time, but prepayments shall be in the inverse order of maturity.
- (h) Abandonment of Transaction. At any time before the Company and/or the Remaining Members

have notified the Transferring Member that they have elected to purchase all of the Offered Units, the Transferring Member may terminate the rights of the Company and the Remaining Members to purchase the Offered Units under this Section by delivering to the Company and the Remaining Members a notice stating that the Transferring Member has abandoned the Transfer that was the subject of the Offer Notice. A subsequent Transfer of Membership Units by the Transferring Member shall not be made without a new offering to the Company and the Remaining Members by the Transferring Member in compliance with the requirements of this Section 8.4.

- (i) Death or Permanent Disability of a Member. Upon the death or permanent disability of any Member, the Company and/or the other Members shall purchase from his or her estate his or her Membership interests. The purchase shall be for cash and the purchase price shall be the then Fair Market Value of the property multiplied by the deceased Member's percentage interests in the Company. The purchase shall be concluded within 60 days of the appointment of the executor or administrator for the deceased Member's estate, or upon declaration of the permanent disability by a medical review board.
- (j). Dissociation of a Member. Except as otherwise provided in this Section 8, no Member shall be entitled to voluntarily dissociate from the Company without the consent of the Board of Managers prior to the dissolution and winding up of the Company in accordance with this Agreement. Any attempt to dissociate from the Company without complying with this Section 8.6 shall be ineffective.

ARTICLE IX - INDEMNIFICATION

9.1 Right to Indemnity.

If any Member, Manager, officer, or employee (an “**Indemnitee**”) was or is a party or is threatened to be made a party in any threatened, pending, or completed action, suit, proceeding, or investigation involving a cause of action or alleged cause of action for damages or other relief arising from or related to the business or affairs of the Company or the offer or sale of any Units, the Company (but without recourse to the separate assets of any Member) shall indemnify, defend, and hold harmless the Indemnitee against all losses, costs, and expenses, including attorneys' fees, judgments, and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with the action, suit, proceeding, or investigation, so long as the Indemnitee has met the standard set forth in Section 5.8 of this Agreement. The termination of any action, suit, proceeding, or investigation by judgment, order, settlement, or conviction upon a plea of nolo contendere or its equivalent does not, of itself, create a presumption that an Indemnitee did not act in good faith and in a manner he, she, or it reasonably believed to be in or not opposed to the best interests of the Company and with the care that an ordinarily prudent person in a like position would use under similar circumstances and, with respect to any criminal action, proceeding, or investigation, that he, she, or it had reasonable cause to believe his, her, or its conduct was unlawful.

9.2 Board of Managers Determination.

Unless indemnification is ordered by a court, the determination for purposes of Section 9.1 of this Agreement as to whether an Indemnitee met the standard set forth in this Agreement is to be made in the specific case by the Board of Managers in any manner permitted by the Act.

9.3 Advancement of Expenses.

Expenses, including attorneys' fees, incurred by any Indemnitee in defending an action, suit, proceeding, or investigation shall be paid by the Company as they are incurred, in advance of the final disposition of the action, suit, proceeding, or investigation.

9.4 Other Rights to Indemnity or Reimbursement; Survival.

Notwithstanding the foregoing, indemnification under this Article IX is to be provided only with respect to losses, costs, expenses, judgments, and amounts which otherwise are not compensated for by insurance carried for the benefit of the Company. Indemnification under this Agreement is not exclusive of any other rights to which those seeking indemnification may be entitled under any rule of law (whether common law or statutory), agreement, or arrangement, whether as to action in an official capacity and as to action in another capacity while holding such position or while employed by or acting as agent for the Company, and continues as to an Indemnitee who has ceased to serve in any capacity on behalf of the Company and inures to the benefit of the heirs, successors, executors, and administrators of the Indemnitee.

9.5 Insurance.

The Company may purchase and maintain insurance or furnish similar protection, including, but not limited to, trust funds, letters of credit, or self-insurance, for or on behalf of any Person who is or was a Manager, Member, partner, employee, or agent of the Company, or who is or was serving at the request of the Company as a manager, director, trustee, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, so long as the insurance is available on acceptable terms as determined by the Board of Managers. The insurance or similar protection purchased or maintained for such Person or Persons may be for any liability asserted against them and incurred by them in any capacity described in this Section 9.5 or for any liability arising out of their status as described in this Section 9.5, whether or not the Company would have the power to indemnify them against that liability under this Agreement. Insurance may be so purchased from or so maintained with a Person in which the Company has a financial interest.

9.6 Savings Clause.

If this Article IX or any portion hereof is invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each Indemnitee as to costs, charges, and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any action, suit, proceeding, or investigation, whether civil, criminal, administrative, or investigative, including any action by or in the right of the Company, to the fullest extent permitted by any applicable portion of this Article IX that has not been invalidated and to the fullest extent permitted by applicable law.

ARTICLE X - MISCELLANEOUS

10.1 Entire Agreement; Amendments.

This Operating Agreement contains the entire agreement of the Members with respect to the subject matter hereof and supersedes all prior understandings and agreements written or oral arising out of or relating hereto. No oral or written agreement or understanding, except an amendment duly adopted with the Majority written consent of the Unit holders, affects or amends the terms of this Operating Agreement.

10.2 Further Action.

The parties hereto shall execute and deliver all documents, provide all information, and take or forbear from all such actions as may be necessary or appropriate to achieve the purposes of this Agreement.

10.3 Counterparts.

This Agreement may be executed in several counterparts, all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.

10.4 Applicable Law.

This Agreement and the rights of the Members shall be interpreted and enforced in accordance with the laws of the State of Maryland.

10.5 Severability.

The invalidity or unenforceability of any provision of this Agreement in any particular respect shall not affect the validity and enforceability of any other provision of this Agreement or of the same provision in any other respect.

10.6 Reference to Statutory Provisions.

All references to statutory provisions shall be deemed to refer to corresponding provisions of subsequent law.

10.7 Pronouns and Plurals.

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity of the person or persons may require.

10.8 Waiver of Appraisal.

If any Member shall die, the inventory and appraisal of the property of the Company provided for under the laws of the State of Maryland, any comparable provision of the law of any other state, or any similar provision of law which may have been enacted in substitution therefor, shall be dispensed with and the interest of such Member in the Company shall be settled and disposed of as provided in this Agreement.

10.9 Confidentiality.

No Member may, without the consent of the Board of Managers, divulge to any other person or entity any information whatsoever that relates in any way to the services, business, or operations of the Company, whether before or after the Company's dissolution.

10.10 Benefits.

This Agreement shall inure to the benefit of and shall bind the parties hereto, their heirs, executors, administrators, permitted successors, and permitted assigns.

10.11 Waiver of Action for Partition; Remedies.

Each of the Members irrevocably waives, during the term of the Company and during the period of its liquidation following any dissolution, any right that such Member may have to maintain any action for partition with respect to any of the assets of the Company. The Members further agree that the Company Units are unique, and the damages that might result to any party by breach of this Agreement by any other party are difficult to determine, and, therefore, in addition to all of the other remedies that may be available under applicable law, any party shall have the right to equitable relief, including, without limitation, the right to enforce specifically the terms of this Agreement by obtaining injunctive relief against any party violating the terms of this Agreement.

10.12 Notices.

All notices to the Company are to be sent registered or certified mail, return receipt requested, or by recognized overnight courier or facsimile addressed to the attention of Michael Murray. All notices to a Member or Manager are to be sent addressed to such Member or Manager at the address as may be specified by such Member or Manager from time to time in a notice to the Company. All notices are effective the next day, if sent by recognized overnight courier or facsimile, or five (5) days after deposit in the United States mail, postage prepaid, properly addressed, and return receipt requested.

10.13 Notice of Tax Examinations.

Any Member receiving advice that the IRS intends to examine any income tax return of the Company is to promptly notify the Company and the other Members. Each Member is to report on his, her, or its federal income tax return items of income and loss on a basis consistent with the Form K-1 prepared by or on behalf of the Company.

10.14 Consent to Jurisdiction and Service of Process.

All disputes arising out of or related to this Agreement, including, without limitation, any dispute relating to the interpretation, meaning or effect of any provision hereof, will be resolved and shall be brought exclusively in the courts of the State of Maryland and each party hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

IN WITNESS WHEREOF, this Agreement has been executed and shall be deemed effective as of the Effective Date.

By: _____
Ellen Kleinknecht, Member

By: _____
Scott Kleinknecht, Member

By: _____
Deborah Liebel, Member

By: _____
Todd Liebman, Member

By: _____
David Kington, Member

EXHIBIT A

The original Members of the Company are set forth in the following table:

Member	Percentage of Membership Interests	Amount of Capital Contribution	Number of Units
Deborah Liebel	31.67%	\$95,010	3,167
Ellen Kleinknecht	20.00%	\$60,000	2,000
Todd Liebman	31.67%	\$95,010	3,167
Scott Kleinknecht	11.66%	\$34,980	1,166
David Kington	5.00%	\$15,000	500

EXHIBIT B

**FORM OF JOINDER TO ENERGY ZEBRA LLC
LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

THIS JOINDER to the Limited Liability Company Operating Agreement of Energy Zebra, LLC, a Maryland limited liability company (the "Company"), dated as of October 15, 2021, as amended or restated from time to time, by and among the Members of the Company (the "Operating Agreement"), is made and entered into as of the 8th day of November 2021 by and between the Company and _____ ("Holder"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Operating Agreement.

WHEREAS, on the date hereof, Holder has acquired certain Units from the Company and the Operating Agreement and the Company require Holder, as a holder of such Units, to become a party to the Operating Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

Agreement to be Bound. Holder hereby (i) acknowledges that it has acquired ____ Unit(s) from the Company, and has received and reviewed a complete copy of the Operating Agreement and (ii) agrees that upon execution of this Joinder, Holder shall become a party to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Operating Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto.

Members Schedule. For purposes of Exhibit A of the Operating Agreement, (i) Exhibit A of the Operating Agreement is amended to reflect the acquisition of Units contemplated above and (ii) the address of the Holder is as follows:

[Print Name]

[Street Address]

[City, State, Zip Code]

Counterparts. This Joinder may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

Descriptive Headings. The descriptive headings of this Joinder are inserted for convenience only and do not constitute a part of this Joinder.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Joinder to the Energy Zebra, LLC Operating Agreement as of the date set forth in the introductory paragraph hereof.

ENERGY ZEBRA, LLC

By: _____

Name: _____

Title: _____

[HOLDER]

By: _____

Name: _____

Title: _____

PA Media Group
1900 Patriot Dr
Mechanicsburg, PA 17050



The Patriot News

CT CORPORATION
140 GRAND ST SUITE 300
WHITE PLAINS, NY 10601

AD#: 0010628285

Sales Rep: Marjorie Dill
Account Number:1000978761
AD#: 0010628285

Remit Payment to:
PA Media Group
Dept 77571
P.O. Box 77000
Detroit, MI 48277-0571

Page 1 of 2

Date	Position	Description	P.O. Number	Ad Size	Costs
04/16/2023	Misc Legal Notice PA	00		2 x 35 L	
				Affidavit Notary Fee - 04/16/2023	\$5.00
				Basic Ad Charge - 04/16/2023	\$0.00
				Total	\$5.00

FOR QUESTIONS CONCERNING THIS AFFIDAVIT, PLEASE CALL 717-255-8119




AD#: 0010628285

Commonwealth of Pennsylvania,) ss
County of Cumberland)

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

The Patriot News 04/16/2023


Principal Clerk of the Publisher

Sworn to and subscribed before me this 17th day of April 2023


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

Energy Zebra, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. **Energy Zebra, LLC** will also be filing an application with the PUC for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. **Energy Zebra, LLC** proposes to sell electricity, natural gas, and related services in [The Entire Commonwealth of PA] 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 **Energy Zebra, LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to **Energy Zebra, LLC** attorney at the address listed below.

By and through Counsel: Contact Name

Deborah Liebel
7467 Ridge Rd. STE 380,
Hanover MD 21076
301-361-1122

COMMONWEALTH OF PENNSYLVANIA }
 County of Cambria } SS

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
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 By and through Counsel: Contact Name
Deborah Liebel
 7467 Ridge Rd. STE 380, Hanover MD 21076
 301-361-1122

publish
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 of said

On this 3rd day of May A.D. 2023, 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 one matter published in said publication in the regular issues PA, on April 26, 2023; and that the Affiant is not interested and that all of the allegations as to time, place and character

Christine Marhefka

STATEMENT OF ADVERTISING COSTS

Signed and sworn to before me on
 3rd day of May, 2023,
 by Christine Marhefka making the statement.

Vivian Ohs

0.00 Lines @ \$2.70 per line	0.00
7.5 Inches @ \$27.00 per inch	202.50
Notary Fee	5.00
Clerical Fee	2.50
Total Cost	210.00

Commonwealth of Pennsylvania - Notary Seal
 Vivian Ohs, Notary Public
 Cambria County
 My commission expires December 6, 2024
 Commission number 1123017
 Member, Pennsylvania Association of Notaries

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

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

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

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

The Philadelphia Inquirer

100 S. INDEPENDENCE MALL W, STE 600, PHILADELPHIA, PA 19106

Affidavit of Publication

On Behalf of:

WOLTERS KLUWER
526 SUPERIOR AVENUE
SUITE 300
CLEVELAND, OH 44114

STATE OF PENNSYLVANIA COUNTY OF PH LADELPHIA:

Before the undersigned authority personally appeared the undersigned who, on oath represented a and say: that I am an employee of The Philadelphia Inquirer, LLC, and am authorized to make this affidavit of publication, and being duly sworn, I depose and say:

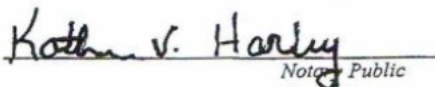
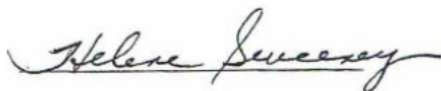
1. The Philadelphia Inquirer, LLC is the publisher of the Philadelphia Daily News, with its headquarters at 100 S. Independence Mall West, Suite 600, Philadelphia, PA 19106.
2. The Philadelphia Daily News is an edition of The Philadelphia Inquirer. The Philadelphia Daily News is continuously published and distributed Sunday-Friday in the City of Philadelphia, count and state aforesaid.
3. The printed notice or publication attached hereto set forth on attached hereto was published in all regular print editions of the Philadelphia Daily News on

Legal Notices

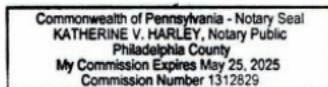
as published in Daily News Legals in the issue(s) of:

5/15/2023

4. Under oath, I state that the following is true and correct, and that neither I nor The Philadelphia Inquirer, LLC have any interest in the subject matter of the aforesaid notice or advertisement.


Notary Public

My Commission Expires:



Ad No: 133246

Customer No: 102541

COPY OF ADVERTISEMENT

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

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

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By and through Counsel: Contact Name
Deborah Liebel
7467 Ridge Rd. STE 380, Hanover MD 21076
301-361-1122

COMMONWEALTH OF PENNSYLVANIA }
 County of Cambria } SS

**PENNSYLVANIA
 PUBLIC UTILITY COMMISSION
 NOTICE**

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Deborah Liebel
 7467 Ridge Rd. STE 380, Hanover MD 21076
 301-361-1122

publish that the of The in the of said

On this 3rd day of May A.D. 2023, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Sales Manager / Major Accounts of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

County of Cambria, and Commonwealth of Pennsylvania and above matter published in said publication in the regular issues PA, on April 26, 2023; and that the Affiant is not interested and that all of the allegations as to time, place and character

Christine Marhefka

STATEMENT OF ADVERTISING COSTS

Signed and sworn to before me on
 3rd day of May, 2023,
 by Christine Marhefka making the statement.

Juan Ohs

0.00 Lines @ \$2.70 per line	0.00
7.5 Inches @ \$27.00 per inch	202.50
Notary Fee	5.00
<u>Clerical Fee</u>	<u>2.50</u>
Total Cost	210.00

Commonwealth of Pennsylvania - Notary Seal
 Vivian Ohs, Notary Public
 Cambria County
 My commission expires December 6, 2024
 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.

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

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

Advertising Receipt

The Tribune-Democrat

PO Box 340
Johnstown, PA 15907-0340

Phone: 814-532-5038

Fax: 814-532-5104

WOLTERS KLUWER
OWEN CLIFFORD
140 GRAND ST., STE. 300
WHITE PLAINS, NY 10601

Acct #: 11134615
Ad #: 00320023
Phone: (800)292-0909
Date: 04/07/2023
Ad taker: vo **Salesperson:**

Sort Line: PENNSYLVANIA PUBLIC UTILITY CO

Ad Notes: Approval Code: 000118

Classification 147

Description	Start	Stop	Ins.	Cost/Day	Total
01 Tribune-Democrat	04/26/2023	04/26/2023	1	202.50	202.50
CF Clerical Fee					2.50
Oath Oath form for Legals					5.00

Ad Text:

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

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

Energy Zebra, LLC will be filing an application with the Pennsylvania
Public Utility Commission ("PUC") for a license to provide natural gas

Payment Reference:

Total: 210.00
Tax: 0.00
Net: 210.00
Prepaid: -210.00

Total Due 0.00

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

CT CORPORATION - BL TEAM C/O OWEN CLIFFORD
OWEN CLIFFORD
STE 300 140 GRAND STREET
WHITE PLAINS NY 10601

Account # 648953
Order # 82719001
Ad Price: 373.06

PUBLIC UTILITY COMMISSION

Betzaida Cajigas

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:

05/10/2023

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 Betzaida Cajigas

Sworn and subscribed to before me
this 11th day of May A.D., 2023

Kathleen Weaver
(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Kathleen Weaver, Notary Public
Lackawanna County
My commission expires June 14, 2025
Commission number 1314506
Member, Pennsylvania Association of Notaries

NOTICE

**PENNSYLVANIA
PUBLIC UTILITY
COMMISSION**

*Applications of **Energy Zebra, LLC** For Approval To Offer, Render, or Furnish Services as a **Supplier, Aggregator, and Marketer/Broker***

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By and through Counsel:
Contact Name
Deborah Liebel
7467 Ridge Rd. STE 380,
Hanover MD 21076
301-361-1122

LOCALiQ

Erie Times-News | The Intelligencer
Bucks County Courier Times
The Daily American | Beaver County Times
Pocono Record | Burlington County Times

PO Box 630531 Cincinnati, OH 45263-0531

PROOF OF PUBLICATION

Owen Clifford
License Logix
140 GRAND ST SUITE 300
White Plains NY 10601

STATE OF PENNSYLVANIA, COUNTY OF ERIE

The Erie Times-News is a newspaper of general circulation, whose principal place of business is at 205 W 12th Street, Erie, Pennsylvania. That a copy of the printed notice, hereto attached, is exactly as the same was printed and published in the regular edition of the Erie Times-News, published in the issue dated:

05/17/2023

Sworn to and subscribed before on 05/17/2023

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

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

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By and through Counsel: Contact Name
Deborah Liebel
7467 Ridge Rd. STE 380, Hanover MD 21076
301-361-1122

(5-8830568-NT-17)

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$275.10

Order No: 8830568

Customer No: 580097

PO #:

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

No. _____ Term, _____

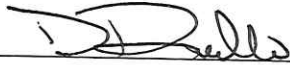
Proof of Publication of Notice in Pittsburgh Post-Gazette

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 D. Rullo, 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:

18 of May, 2023

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:
May 18, 2023



Commonwealth of Pennsylvania - Notary Seal
Amy McCay, Notary Public
Allegheny County
My commission expires January 24, 2026
Commission number 1323004

Member, Pennsylvania Association of Notaries

STATEMENT OF ADVERTISING COSTS

LicenseLogix LLC
140 Grand St. Ste. 300
ATTN: Shayna Desai
White Plains, NY 10601-4840

To PG Publishing Company

Total ----- \$486.20

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
legaladvertising@post-gazette.com
Phone 412-263-1440

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

By  David A. Lockertie

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

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

Energy Zebra, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. *Energy Zebra, LLC* proposes to sell electricity, natural gas, and related services in [The Entire Commonwealth of PA] 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 *Energy Zebra, LLC* may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to *Energy Zebra, LLC* attorney at the address listed below.

By and through Counsel:
Contact Name
Deborah Liebel
7467 Ridge Rd. STE 380,
Hanover MD 21076
301-361-1122



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Williamsport Sun Gazette** on the date indicated below. If changes are needed, please contact us prior to deadline at **(570) 326 1551**.

Notice ID: XeWTjM6wykeMxrhwH72e | **Proof Updated: Apr. 20, 2023 at 12:37pm EDT**
Notice Name: PUC Energy Zebra LLC | Publisher ID: L1Z001

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Owen Clifford owen.clifford@wolterskluwer.com (800) 292-0909	Williamsport Sun-Gazette

Columns Wide: 1	Ad Class: Legals
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04/28/2023 Custom Notice	296.00
Proof of Publication	5.00

Subtotal	\$301.00
Tax	\$0.00
Processing Fee	\$30.10
Total	\$331.10

See Proof on Next Page

**PENNSYLVANIA
PUBLIC UTILITY
COMMISSION
NOTICE**

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