



October 3, 2023

David P. Franjoine
Frontier Energy Consultants, LLC
500 Seneca Street, Suite 504
Buffalo, NY 14204

Dear David P. Franjoine:

We are pleased that Frontier Energy Consultants, LLC has applied for a license to provide Natural Gas Broker/Marketer Services on the distribution system of Columbia Gas of Pennsylvania, Inc. ("Columbia Gas").

Under Paragraph 2.4.5 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas, Frontier Energy Consultants, LLC could be required to provide to Columbia Gas a bond or other financial security instrument in an amount that Columbia Gas determines to be appropriate. Frontier Energy Consultants, LLC has indicated only brokering and consulting services will be provided. Therefore, we have determined at this time that Frontier Energy Consultants, LLC does not need a bond or other financial security requirement to provide broker natural gas services to Columbia Gas customers.

If the creditworthiness requirement or Columbia Gas' exposure to Frontier Energy Consultants, LLC changes in the future, Columbia Gas might deem it appropriate to require Frontier Energy Consultants, LLC to provide a bond or other financial security instrument.

Please feel free to contact me at 614-460-4980 should you have any questions regarding a bond or other financial security instrument requirements of Columbia Gas.

Sincerely,

Kylia Davis

Kylia Davis
Manager of Choice and Transportation Support Services



pecoSM

AN EXELON COMPANY

October 2, 2023

David P. Franjoine, President
Frontier Energy Consultants, LLC
500 Seneca Street, Suite 504
Buffalo, NY 14204

Re: Bonding Requirements

Dear Frontier Energy Consultants, LLC:

PECO is aware that Frontier Energy Consultants, LLC has applied for a license to provide brokering and consulting services to commercial and industrial customers on the distribution system of PECO.

In making such an application Frontier Energy Consultants, LLC could be required to provide to PECO a bond or other acceptable financial security in an amount that PECO determines to be appropriate. Frontier Energy Consultants, LLC has indicated that it intends to provide only brokering and consulting services to commercial and industrial customers will not take title to any delivered natural gas; nor will accept any customer payments or deposits.

Therefore, PECO has determined at this time that Frontier Energy Consultants, LLC does not need a bond or other financial security requirement, since they are not directly engaging in business with PECO and only providing brokering or consulting services to PECO customers. However, if the services provided by Frontier Energy Consultants, LLC or the creditworthiness requirement for PECO's exposure to Frontier Energy Consultants, LLC changes in the future, PECO reserves the right to require Frontier Energy Consultants, LLC to provide a bond or other financial security instrument.

If you should have any questions regarding this matter, please contact Wanda Rucker at wanda.rucker@exeloncorp.com.

Respectfully submitted,

A handwritten signature in blue ink that reads "Suzette Adams (AW)".

Suzette Adams
Manager, Gas Supply and Transportation
2301 Market
Philadelphia, PA 19103



National Fuel

October 6, 2023

Frontier Energy Consultants, LLC
Attn: David P. Franjoine, President
500 Seneca Street, Suite 504
Buffalo, NY 14204

Dear David,

National Fuel Gas Distribution Corporation (“NFGDC”) is aware Frontier Energy Consultants, LLC (FEC) has filed an application with the Pennsylvania Public Utility Commission to supply natural gas service to the public in Pennsylvania and specifically within the service territory of NFGDC.

As you know, in making such an application, FEC must furnish acceptable security to each utility where FEC will do business. As such, under its tariff, NFGDC could require FEC to provide a bond or other financial security instrument in an amount that NFGDC determines to be appropriate.

However, you have indicated, and it is NFGDC’s understanding that FEC intends only to provide natural gas aggregating, brokering and consulting services at this time. You have stated that, in performing these services, FEC will never take title to any delivered natural gas, nor will it accept any customer payments or deposits.

Based upon your representations, NFGDC has determined that, at this time, FEC does not need to post a bond or other form of security to operate in its service territory. However, if the services provided by FEC change in the future, NFGDC reserves the right to require security from FEC as it deems appropriate.

If you have any questions concerning the foregoing, please contact me at 716-857-7541.

Yours truly,

Nicole Barker
Transportation Services Department



PHILADELPHIA GAS WORKS

800 West Montgomery Avenue Philadelphia, PA 19122

10/02/2023

Marco Trivellato, Controller

**Frontier Energy Consultants,
500 Seneca Street, Suite 504
Buffalo, NY 14204**

Email: bkyle@frontier-ec.com

RE: Security Requirement Bond for **Frontier Energy Consultants, LLC**.

Dear Mr. Trivellato,

Philadelphia Gas Works ("PGW") is aware that **Frontier Energy Consultants, LLC** has filed an application with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania and specifically within the services territory of Philadelphia Gas Works.

As you know, in making such an application, **Frontier Energy Consultants, LLC, Inc** must furnish acceptable security to each utility where **Frontier Energy Consultants, LLC** will do business. As such, under its tariff, Philadelphia Gas Works could require **Frontier Energy Consultants, LLC** to provide a bond or other financial security instrument in an amount that Philadelphia Gas Works determines to be appropriate.

However, you have indicated, and it is Philadelphia Gas Works' understanding, that **Frontier Energy Consultants, LLC** intends only to provide natural gas aggregating, brokering, and consulting services at this time. You have stated that in performing these services **Frontier Energy Consultants, LLC** will never take title to any delivered natural gas.

Based upon your representations, Philadelphia Gas Works has determined that, at this time, **Frontier Energy Consultants, LLC** does not need to post a bond or other form of security to operate in its service territory. If the services provided by **Frontier Energy Consultants, LLC** should change, Philadelphia Gas Works reserves the right to require security from **Frontier Energy Consultants, LLC** as it deems appropriate.

If you have any questions concerning the foregoing, please contact me at 215-684-6725.

Sincerely,

John C Zuk

John C Zuk (Oct 3, 2023 09:36 EDT)

JOHN C. ZUK

Sr. Vice President, Gas Management

/dls



UGI Utilities, Inc.
1 UGI Drive
Denver, PA 17517

610-796-3400

VIA E-MAIL

October 2, 2023

Frontier Energy Consultants, LLC
500 Seneca Street, Suite 504
Buffalo, NY 14204

ATTENTION: David P. Franjoine, President

RE: Application to Serve as a Natural Gas Broker

Dear Mr. Franjoine,

Based on your assertion that Frontier Energy Consultants, LLC ("Frontier Energy") is applying with the State of Pennsylvania to operate as a natural gas broker/marketer, UGI Utilities, Inc.-Gas Division ("UGIU") has concluded that Frontier Energy will not need to post security with UGIU. This is based on the declaration that Frontier Energy will be acting in conjunction with a licensed natural gas supplier who has been approved by the Pennsylvania Public Utility Commission to serve in the applicable UGIU service territories and who has posted the required financial security as specified in the UGIU Tariff. If Frontier Energy wishes to directly serve Choice customers in the service territories of UGIU in the future as a natural gas supplier, it will have to post security as specified in the UGIU Tariff prior to the commencement of the service.

Please feel free to contact me with any additional questions you may have.

Sincerely,

A handwritten signature in blue ink that reads 'Sherry Epler'.

Sherry Epler
Senior Manager
Tariff & Supplier Administration

SE/rks



375 North Shore Drive
Pittsburgh, Pennsylvania 15212

www.peoples-gas.com

Carol Scanlon
Manager, Rates

Peoples Natural Gas Company LLC
Phone: 412-208-6931
Email: Carol.Scanlon@peoples-gas.com

October 4, 2023

David Franjoine
President
Frontier Energy Consultants LLC
500 Seneca Street, Suite 504
Buffalo, NY 14204

Dear Mr. Franjoine:

We are pleased that Frontier Energy Consultants LLC has applied for a license to provide natural gas services on Peoples Natural Gas Company LLC. Specifically you have requested to be licensed as a supplier on the distribution systems of Peoples Natural Gas Division and Peoples Gas Division (formerly Peoples TWP).

Since Frontier Energy Consultants LLC is not currently serving customers on the Peoples systems, we have determined at this time that Frontier Energy Consultants LLC does not need a bond or other financial security requirement to provide these services to the Company's customers.

If a Pool is established, and customers are enrolled which alters the creditworthiness requirement or the Company's exposure to Frontier Energy Consultants LLC provision of services on the Peoples' system changes in the future, the Company may deem it appropriate to require a bond or other financial instrument.

If you have any questions feel free to contact me at 412-208-6931 or by email at Carol.Scanlon@peoples-gas.com.

Sincerely,

Carol Scanlon
Manager, Rates
Peoples Natural Gas Company LLC

Cc: Stephen Kelly
Mina Speicher

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF FRONTIER ENERGY CONSULTANTS, LLC

FORMED IN THE STATE OF TEXAS

1. Company Details

This Limited Liability Company Operating Agreement (“Agreement”), entered into on March 8, 2023, is a **Multi-Member LLC**, entered into by and between 2 Members known as:

Member #1, FGC POWER MARKETING GROUP, LLC, with ownership of 80% of the Company, and a mailing address of 500 Seneca Street – Suite 504, Buffalo, NY 14204 (“FPMG”).

Member #2: TEAFF POWER CONSULTING, LLC, with ownership of 20% of the Company, and a mailing address 717 Wintergreen Dr., Hewitt, TX 76643 (“TPC”).

(“Members”)

WHEREAS the Members desire to create a limited liability company under the laws of the State of Texas (“State of Formation”) and set forth the terms herein of the Company’s operation and the relationship any and all Members.

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

2. Name and Principal Place of Business

The name of the Company shall be FRONTIER ENERGY CONSULTANTS, LLC, with a principal place of business located at 500 Seneca Street – Suite 504, Buffalo, NY 14204 or at any other such place of business that the Members shall determine.

3. Formation

The Company was formed on March 8, 2023, when the Members filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Texas (the “Statutes”).

4. Members Capital Contributions

The Members have contributed the following initial capital amounts to the Company as set forth below and are not obligated to make any additional capital contributions:

Member #1: FGC POWER MARKETING GROUP, LLC, with an initial capital contribution of: \$10,000.00.

Member #2: TEAFF POWER CONSULTING, LLC, with a capital contribution of: \$0.00.

The Company shall pay a monthly stipend of \$3,500.00 per month to Ty Teaff as an independent contractor for management services and related expenses, to be agreed upon by the Members.

FPMG shall maintain the Company's bank account balance at \$10,000.00 on the first of every month until such time as the Company is able to sustain itself, pay its bills and operate with positive cash flows. Once the Company reaches such levels of profitability, the Members agree to enter into a resolution changing the membership interests to TPC at 40% and FPMG at 60%. For the purposes of this section, profitability shall mean three consecutive calendar months of revenues exceeding expenses for the Company.

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

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

5. Management of the Company

The Company's business and affairs shall be conducted and managed by the Members in accordance with this Agreement and the laws of the State of the Formation.

Except as expressly provided elsewhere in this Agreement, all decisions respecting the management, operation, and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall

be made by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

Notwithstanding any other provision of this Agreement, the Member shall not, without the prior written consent of the unanimous vote or consent of the Members, sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company; lend any Company funds or other assets to any person or entity; establish any reserves for working capital repairs, replacements, improvements or any other purpose; confess a judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

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

6. Distributions

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

The term "cash receipts" shall mean all cash receipts of the Company from whatever source derived, including without limitation capital contributions made by the Members(s); the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

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

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

The term "Members' Percentage Interests" shall mean the ownership percentage interests as mentioned in Section I of this Agreement.

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

The cash receipts of the Company shall be applied in the following order of priority: (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Members, costs of the construction of the improvements to the assets of the Company and operating expenses of the Company; (b) to the payment of interest and establishment of cash reserves determined by the Members to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and (d) to the repayment of any loans made to the Company by any Members. Thereafter, the cash receipts of the Company shall be distributed among the Members as hereafter provided.

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

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

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

7. Books, Records, and Tax Returns

The Members, or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles. The Members hereby acknowledge and agree that FPMG shall procure accounting services for the Company and shall bill the Company for the same.

The Company shall furnish the Members, within seventy-five (75) days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement, a capital account statement: and the amount of such Member's share of the Company's income, gain, losses, deductions, and other relevant items for federal income tax purposes.

The Company shall prepare all Federal, State, and local income tax and information returns for the Company and shall cause such tax and information returns to be timely filed. Within seventy-five (75) days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

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

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

8. Dissolution and Liquidation

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

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

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

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority: (1) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members; (2) to the payment of debts and liabilities to Members; (3) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to a licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided; (4) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and (5) to the Members in proportion to the Members' Percentage Interests.

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

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any

documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

9. Purpose

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

10. Registered Office and Resident Agent

The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles of Organization/Certificate of Organization or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Resident Agent ever resigns, the Company shall promptly appoint a successor agent.

11. Term

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

12. Bank Accounts

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

13. Miscellaneous

The annual meeting of the Members shall be held on a day and month each year with at least thirty (30) days' notice given to the Members prior to the meeting date which will be held at the principal office of the Company or at such other time and place as the Members determine, for the purpose of transacting such business as may lawfully come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

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

Special meetings of the Members, for any purpose or purposes, may be called by any Member.

Written or electronic notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose for which the meeting is called, shall be delivered not less than three (3) days before the date of the meeting, either personally or by mail, to each Members of record entitled to vote at such meeting. When all the Members of the Company are present at any meeting, or if those not present sign a written waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting shall be valid as if a meeting had been formally called and notice had been given.

At any meeting of the Members, the presence of Members holding a majority of the Members' Percentage Interests, as determined from the books of the Company, represented in person or by proxy, shall constitute a quorum for the conduct of the general business of the Company. However, if any particular action by the Company shall require the vote or consent of some other number or percentage of Members pursuant to this Agreement, a quorum for the purpose of taking such action shall require such other number or percentage of Members. If a quorum is not present, the meeting may be adjourned from time to time without further notice, and if a quorum is present at the adjourned meeting, any business matter may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less a quorum.

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

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

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

Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the

matters to be voted upon. Participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting.

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

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

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

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

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

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

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

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

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

Right of First Refusal: If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members before selling, transferring, or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty (60) days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen (15) days after the delivery of said offer, the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen (15) days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price, therefore, shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

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

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

If the Selling Members does not sell such interest within said one-hundred and twenty (120) days, then the Selling Members may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

- a.) **Admission of New Members:** The Company may admit new Members (or transferees of any interests of existing Members) into the Company by the unanimous vote or consent of the Members.

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

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

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

- b.) **Withdrawal Events:** In the event of the death, retirement, withdrawal, expulsion, or dissolution of a Members, or an event of bankruptcy or insolvency, as

hereinafter defined, with respect to a Members, or the occurrence of any other event which terminates the continued membership of a Members in the Company pursuant to the Statutes (each of the foregoing being hereinafter referred to as a "Withdrawal Event"), the Company shall terminate sixty (60) days after notice to the Members of such withdrawal Event unless the business of the Company is continued as hereinafter provided.

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

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

An "event of bankruptcy or insolvency" with respect to a Members shall occur if such Members: (1) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of their assets; or (2) makes a general assignment for the benefit of creditors; or (3) is adjudicated a bankrupt or an insolvent; or (4) files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against them in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or (5) takes any action for the purpose of effecting any of the foregoing; or (6) an order, judgment or decree shall be entered, with or without the application, approval or consent of such Members, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Members, and such order, judgment or decree shall be entered, with or without the application, approval or consent of such Members, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Members, and such order, judgment or decree shall continue unstayed and in effect for thirty (30) days.

- c.) **Representations of Members:** Each of the Members represents, warrants and agrees that the Members is acquiring the interest in the Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Members, if an individual, is over the age of 21; if the Members is an organization, such organization is duly organized, validly existing and in good standing under the laws of its State of organization and that it has full power and authority to execute this Agreement and perform its obligations

hereunder; the execution and performance of this Agreement by the Members does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Members, or of any agreement or instrument to which the Members is a party; and the Members shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

- d.) **Certificates Evidencing Membership:** Every membership interest in the Company shall be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership shall set forth the name of the Members holding the membership interest and the Members' Percentage Interest held by the Members, and shall bear the following legend:

"The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of FRONTIER ENERGY CONSULTANTS, LLC, dated effective as of March 8, 2023, as the same from time to time may be amended, a copy of which is on file at the principal office of the Company."

- e.) **Notices:** All notices, demands, requests, or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Company, at the principal place of business of the Company designated by the Company; and (b) if to any Members, to the address of said Members first above written, or to such other address as may be designated by said Members by notice to the Company and the other Members.
- f.) **Arbitration:** Any dispute, controversy, or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator, any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

g.) **Amendments:** This Agreement may not be altered, amended, changed, supplemented, waived, or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of all of the Members. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of all of the Members.

14. Severability

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

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

15. Entire Agreement

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

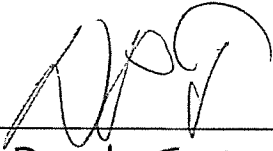
This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Members that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of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

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

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

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

FGC POWER MARKETING GROUP, LLC

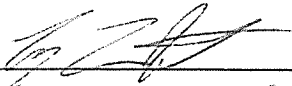


Name: David Franjaine

Title: Managing Member

Date: 3/8/2023

TEAFF POWER CONSULTING, LLC



Name: Ty Teaff

Title: President

Date: 3/8/2023

SCHEDULE A

**NAMES, ADDRESSES, CAPITAL CONTRIBUTIONS
& MEMBERSHIP INTERESTS OF THE MEMBERS**

| <u>Name & Address</u> | <u>Capital Contribution</u> | <u>Membership Interest</u> |
|---|-----------------------------|----------------------------|
| FGC Power Marketing Group, LLC 500 Seneca Street, Suite 504 Buffalo, New York 14204 | \$10,000.00 | 80 % |
| Teaff Power Consulting, LLC 717 Wintergreen Drive Hewitt, Texas 76643 | \$0.00 | 20 % |
| <hr/> | | |
| Total | \$10,000.00 | 100 % |
| <hr/> | | |



VALLEY ENERGY

523 S. Keystone Avenue, P.O. Box 340, Sayre, PA 18840
800/998-4427 • 570/888-9664 • FAX 570/888-6199

October 2, 2023

VIA EMAIL

David P. Franjoine, President
Frontier Energy Consultants, LLC
500 Seneca Street, Suite 504
Buffalo, NY 14204
www.frontier-ec.com

RE: Frontier Energy Consultants, LLC

Dear Mr. Franjoine:

We understand that Frontier Consultants LLC has applied with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania, including our company's service area.

Because Frontier Consultants LLC intends to only provide natural gas aggregating, brokering, and consulting services at this time, we have determined that Frontier Consultants LLC will not be required to post a bond or other form of financial security instrument to provide these services in our service area. However, if the services provided change in the future, we reserve the right to require security from Frontier Consultants LLC. as deemed appropriate.

If you have any questions, please contact Jamie Beale at 570-888-9664 (Ext. 5232).

Sincerely,

Edward E. Rogers
President & CEO

EER/km

cc: J. Beale, Valley Energy



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET
HARRISBURG, PENNSYLVANIA 17120
September 28, 2023

Docket No. A-2023-3043185
Utility Code: 1226555

EMAIL

TY TEAFF DIRECTOR
FRONTIER ENERGY CONSULTANTS LLC
600 AUSTIN AVE STE 23
WACO TX 76643
TTEAFF@FRONTIER-EC.COM

RE: Natural Gas Supplier License Application

Dear Mr. Teaff:

On September 25, 2023, the Pennsylvania Public Utility Commission (Commission) received Frontier Energy Consultants, LLC's application for a Natural Gas Supplier (NGS) license. In order for us to complete our analysis of Frontier Energy Consultants, LLC's NGS Application, the Commission's Energy Industry Group requires answers to the attached questions.

Please use the Commission's e-filing system or an overnight delivery service to submit the requested information to the Secretary of the Commission **within 20 days** from the date of this letter. The Commission accepts all public documents through our e-filing system and strongly recommends companies open an e-filing account through the Commission's website at <https://efiling.puc.pa.gov>. Use of the e-filing system will ensure that submissions by the company are received timely and receipt can be verified. Failure to respond timely may result in the application being denied.

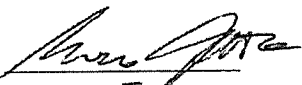
If your filing contains confidential material, you are required to either file by overnight delivery or submit to the Secretary's Share Point File system to ensure the timely filing of your submission. Filers should contact the Secretary's Bureau in advance to gain access to the Share Point File system. Make sure to reference the Docket Number listed above and mark the materials "CONFIDENTIAL" in bold or highlighted manner if any of the requested information is deemed to be of a confidential nature.

The overnight address for hard-copy or confidential responses is:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street, 2nd Floor
Harrisburg, PA 17120

Your answers should be verified per 52 Pa Code § 1.36. Accordingly, you must provide the following statement with your responses:

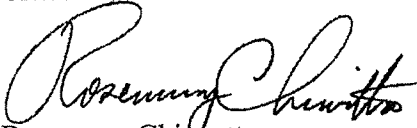
I, MARCO TRIVELLATO hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.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

Signature 
Title CONTROLLER
Date 10/9/23

Please note that all documents requiring notary stamps must have original signatures.

If Frontier Energy Consultants, LLC has decided to withdraw its application, please reply notifying the Commission of such a decision.

Finally, in order to expedite the application review process, please send a copy of your response to Jeremy Haring at jharing@pa.gov. If any problems arise that prevent a full timely response or if any clarification of these data requests is needed, please contact Jeremy Haring of the Bureau of Technical Utility Services via e-mail at jharing@pa.gov (preferred) or (717) 783-6175.

Sincerely,

Rosemary Chiavetta
Secretary

Enclosure

Docket No. A-2023-3043185
Frontier Energy Consultants, LLC
Data Requests

1. Reference Application, Section 4.d, Bonding Letters – Applicant failed to provide any of the required bonding letters. Please provide the missing documentation.
2. Reference Application, Section 7.b, Financial Fitness – Applicant provided financial documentation for its affiliate company, Teaff Power Consultants. Please provide proof of a parental/affiliate agreement between the affiliate entity and the applicant for proof of access to funding.