

Stevens & Lee

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September 5, 2025

Via Hand Delivery

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

RCVD PUC SEC BUR
SEP 5 2025 AM 11:16

**Re: Application of Fanfare Energy, LLC for Approval to Offer, Render, Furnish or Supply Electric Generation Services as a Supplier
Docket No. A-2025-_____**

Dear Secretary Homsher:

Enclosed for filing please find the Application of Fanfare Energy, LLC to provide service as an Electric Generation Supplier throughout the Commonwealth. Please note several Attachments to the Application and the Tax Certification Statement contain confidential information and have been marked as such and placed in a separate envelope for filing under seal. **Fanfare Energy, LLC respectfully requests confidential treatment of these Attachments.**

A check for the filing fee for the Application is also enclosed. Copies of this Application have been served on all of the Electricity Distribution Companies in the Commonwealth and the required statutory advocates, the Attorney General, and the Department of Revenue, in accordance with the attached Certificate of Service.

Upon filing, please return a time-stamped copy of the Application to our courier. Thank you, and please feel free to contact me with any questions or concerns.

Sincerely,
STEVENS & LEE


Michael A. Gruin, Esq.

Enclosures

767342

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Fanfare Energy, LLC, d/b/a _____, for approval to offer, render, furnish, or supply electricity or electric generation 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:

Fanfare Energy, LLC
P.O. Box 1288
Greens Farms, CT 06838
<https://fanfareenergy.com/>
Tel: 855-955-5303

- 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.

C T Corporation System
600 North 2nd Street
Suite 401
Harrisburg, PA 17101

- 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.

Lina Diaz
Regulatory Analyst
P.O. Box 1288
Greens Farms, CT 06838 Tel: 855-955-5303
Fax: n/a
E-mail: ldiaz@energywell.com and compliance@energywell.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.

Michael Gruin
Stevens & Lee
17 N. 2nd Street, 16th Fl.
Harrisburg, PA 17101
Tel: 717-255-7365

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

Lina Diaz
Regulatory Analyst
P.O. Box 1288
Greens Farms, CT 06838
Fax: n/a
Tel: 855-955-5303
E-mail: ldiaz@energywell.com
compliance@energywell.com

Shane Puskar
Associate General Counsel
P.O. Box 1288, Greens Farms, CT 06838
Fax: n/a
Tel: 855-955-5303
E-mail: spuskar@energywell.com

2. **BUSINESS ENTITY FILINGS AND REGISTRATION**

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

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

Provide a copy of the Applicant's filing with Pennsylvania's Department of State pursuant to 54 Pa.C.S. § 311, Form DSCB: 54-311.

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. § 412 relating to Department of State filing requirements.

or

The Applicant is a:

- domestic general partnership (*)
- domestic limited partnership (15 Pa.C.S. § 8621)
- foreign general or limited partnership (15 Pa.C.S. §§ 411 and 412)
- domestic limited liability partnership (15 Pa.C.S. §§ 8201 and 8221)

- foreign limited liability general partnership (15 Pa.C.S. §§ 411 and 412)
 - foreign limited liability limited partnership (15 Pa.C.S. §§ 411 and 412)
- 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. §§ 411 and 412.

OR

- The Applicant is a:
 - domestic corporation (15 Pa.C.S. § 1308)
 - foreign corporation (15 Pa.C.S. §§ 411 and 412)
 - domestic limited liability company (15 Pa.C.S. § 8821)
 - foreign limited liability company (15 Pa.C.S. §§ 411 and 412)
 - Other (Describe):
- Provide proof of compliance with appropriate Department of State filing requirements as indicated above. **See Attachment 1**
 - Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.
See Attachment 2
 - Give name and address of officers.

Michael Fallquist, Chief Executive Officer, P.O. Box 1288, Greens Farms, CT 06838
 Christian McArthur, President and Chief Operating Officer, P.O. Box 1288, Greens Farms, CT 06838
 Roop Bhular, Chief Financial Officer, P.O. Box 1288, Greens Farms, CT 06838
 Jonathan Rubenstein, General Counsel and Corporate Secretary, P.O. Box 1288, Greens Farms, CT 06838

3. AFFILIATES AND PREDECESSORS

(both in state and out of state)

- a. **AFFILIATES:** Give name and address of any affiliates currently doing business and state whether the affiliates 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.

See Confidential Attachment 3

- b. **PREDECESSORS:** Identify any predecessors of the Applicant and provide the names under which the Applicant has operated, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

Applicant does not have any predecessors that have done business.

- c. **RELATED DOCKET NUMBERS:** Provide the Docket Numbers for any previous Pennsylvania PUC licenses for the Applicant, all affiliates, and any predecessors. If the Applicant does not have any related Docket Numbers, explicitly state so.

See Confidential Attachment 3

4. OPERATIONS

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

Definitions

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

The Applicant is presently doing business in Pennsylvania as a

- municipal electric corporation
- electric cooperative
- local gas distribution company
- provider of electric generation, transmission or distribution services
- broker/marketer engaged in the business of supplying electricity services

Other; Identify the nature of service being rendered.

or

The Applicant is not presently doing business in Pennsylvania.

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

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

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

Applicant intends market and sell electricity supply at retail to all customer classes in the Commonwealth

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

- | | |
|---------------------------------------------|----------------------------------------|
| <input type="checkbox"/> Citizens' Electric | <input type="checkbox"/> Pike |
| <input type="checkbox"/> Duquesne Light | <input type="checkbox"/> PPL |
| <input type="checkbox"/> Met-Ed | <input type="checkbox"/> UGI Utilities |

- PECO
- Penelec
- Penn Power

- Wellsboro
- West Penn

Entire Commonwealth of PA

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

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Large Commercial Customers - (Over 25 kW)
- 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 receipt of licensure from the Pennsylvania Public Utility Commission

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.

See Attachment 4

b. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints, in the Commonwealth of Pennsylvania or any state, filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility

Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. **Applicant should also include if it had a Pennsylvania PUC EGS or NGS license previously cancelled by the Commission.** If the Applicant has no actions or complaints to list, explicitly state such.

See Attachment 5. Applicant has never had a Pennsylvania EGS or NGS license previously cancelled by the Commission.

- c. **SUMMARY:** Provide a statement as to the resolution or present status of any proceedings or actions listed above. Additionally, provide details of any actions the applicant has undertaken that will prevent the items listed above from occurring if licensed in Pennsylvania.

Information regarding this question is provided in Attachments 4 and 5, respectively.

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 Sections 1.57, 1.58, and 54.32(d) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 54.32(d), provide proof of service of a signed and verified Application with attachments on the following:

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

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

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

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

Office of Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101

- b. **EDCs:** Pursuant to Sections 1.57, 1.58, and 54.32(d) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 54.32(d), provide Proof of Service of the Application and attachments upon each Electric Distribution Company the Applicant proposes to provide service in. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code § 5.14. Contact information for each EDC is as follows.

Citizens' Electric Company: Citizens' Electric Company Attn: EGS Coordination 1775 Industrial Boulevard Lewisburg, PA 17837	Duquesne Light Company: Regulatory Affairs Duquesne Light Company 411 Seventh Street, MD 16-4 Pittsburgh, PA 15219
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<p>Met-Ed, Penelec, and Penn Power: Legal Department First Energy 2800 Pottsville Pike Reading PA, 19612</p>	<p>PECO: Manager Energy Acquisition PECO Energy Company 2301 Market Street Philadelphia, PA 19101-8699</p>
<p>Pike County Light & Power Company: Vice President – Energy Supply Corning Natural Gas Holding Corporation 330 West William Street Corning, NY 14830</p>	<p>PPL: Office of General Counsel Attn: Kimberly A. Klock PPL Two North Ninth Street (GENTW3) Allentown, PA 18101-1179</p>
<p>UGI: UGI Utilities, Inc. Attn: Rates Dept. – Choice Coordinator 1 UGI Drive Denver, PA 17517</p>	<p>Wellsboro Electric Company: Wellsboro Electric Company Attn: EGS Coordination 33 Austin Street P. O. Box 138 Wellsboro, PA 16901</p>
<p>West Penn Power: Legal Department West Penn Power d/b/a Allegheny Power 800 Cabin Hill Drive Greensburg, PA 15601-1689</p>	

7. FINANCIAL FITNESS

a. **FINANCIAL SECURITY:** In accordance with 66 Pa.C.S. § 2809(c)(1)(i) and 52 Pa. Code § 54.40(a), the Applicant is required to file a bond or other instrument to ensure its financial responsibilities and obligations as an EGS. Therefore, the Applicant is...

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

CRITICAL BONDING NOTES:

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

At least sixty days (60) prior to the security instrument's expiration date, EGS suppliers should email pc-puc-tus-energy@pagov.onmicrosoft.com or call (717)783-5242 to determine the appropriate bonding amount based on a percentage of suppliers gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. Once the amount has been determined, suppliers should overnight the updated security instrument(s) at least thirty (30) days prior to the expiration date to ensure adequate time for staff review and approval of the security instrument(s).

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

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

- 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 statements (3-12 recent consecutive months), tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

See CONFIDENTIAL Exhibits 6 and 7

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

Applicant will be funded by its ultimate parent company, whose financial statements are included herewith as Attachment 6. See Confidential Attachment 7 for Applicant's organizational chart.

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

Not applicable

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.

Bujar Haxha
Vice President of Finance
888-923-3633
BHaxha@energywell.com
P.O. Box 1288

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

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

See Attached.

8. TECHNICAL FITNESS

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

- a. **EXPERIENCE, PLAN, STRUCTURE:** such information may include:

- Applicant's previous experience in the electricity industry.
- Summary and proof of licenses as a supplier of electric services in other states or jurisdictions.
- Type of customers and number of customers Applicant currently serves in other jurisdictions.
- Staffing structure and numbers as well as employee training commitments.
- Business plans for operations within the Commonwealth.
- Documentation of membership in PJM, ECAR, MAAC, other regional reliability councils, or any other membership or certification that is deemed appropriate to justify competency to operate as an EGS within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

See Attachment 8

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

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

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

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

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

See Confidential Attachment 9

e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience.

See Attachment 10

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

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- Received approval from FERC to be a Power Marketer at Docket or Case Number **ER24-1183-000**.
- Not applicable

9. DISCLOSURE STATEMENTS:

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

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

See Attachment 11

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

a. **PJM LOAD SERVING ENTITY REQUIREMENT:** As a prospective EGS, the applicant understands that those EGSs which provide retail electric supply service (i.e. takes title to electricity) must provide either:

- proof of registration as a PJM Load Serving Entity (LSE), or
- proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

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

(Select only one of the following)

- AGREED** - Applicant has included compliance with this requirement in the instant application, labeled in correspondence with this section (10). See Attachment 12
- AGREED** - Applicant will provide compliance with this requirement within 120 days of receiving its license
- ACKNOWLEDGED** - Applicant is not proposing to provide retail electric supply service at this time, and therefore is not presently obligated to provide such information

b. **STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 54.43, as well as any future amendments.

AGREED

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

- **Retail Electricity Choice Activity Reports:** The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- **Reports of Gross Receipts:** Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- **The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.**

- Net Metering Reports: Applicant shall be responsible to report any Net Metering per the Standards on http://www.puc.pa.gov/consumer_info/electricity/alternative_energy.aspx. Scroll down to the Net Metering Standards Section.
- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(b)(4).
- Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 of the Public Utility Code, 66 Pa.C.S. Chapt. 28, pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

AGREED

- d. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa.C.S. § 2809(D) and 52 Pa. Code § 54.41(a). Transferee will be required to file the appropriate licensing application.

AGREED

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

ACKNOWLEDGED

- f. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur to the information upon which the Commission relied in approving the original filing. See 52 Pa. Code § 54.34.

AGREED

- g. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa.C.S. §§ 4902, 4903, and 4904, relating to perjury and falsification in official matters.

AGREED

- h. **NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the

Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within 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 § 54.34.

AGREED

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

AGREED

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

AGREED

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

PAYMENT ENCLOSED

11. AFFIDAVITS

Must be notarized before filing.

- a. **APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.
- b. **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service. An example copy of this Affidavit can be found at Appendix B.

12. NEWSPAPER PUBLICATIONS

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

All Applicants MUST include a Commission issued Docket Number in their publications. Docket Numbers are issued to new applicants when an application packet is submitted to the PUC's Secretary's Bureau. **Newspaper publications published without a Commission issued Docket No. will be rejected.** For more information, see 52 Pa. Code § 54.35.

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

The chart below dictates which newspapers are necessary for each EDC. For example, an applicant that wants to operate in Penn Power would need to run ads in both The Erie Times-News and the Pittsburgh Post-Gazette. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and must be supplied to the Commission before the applicant is licensed.

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

(Newspaper Publication Templates are provided at Appendices K and L)

13. SIGNATURE

Applicant: 

By: Jonathan Rubenstein

Title: General Counsel and Corporate Secretary

14. CHECKLIST

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

Applicant: Fanfare Energy, LLC

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

PUC Secretary's Bureau Use

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Texas

ss.

County of Dallas

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

[He/she is the General Counsel and Corporate Secretary (Office of Affiant) of Fanfare Energy, LLC (Name of Applicant);]

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

That the Applicant herein Fanfare Energy, LLC has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa.C.S. § 2809 (b) and 52 Pa. Code § 54.37.

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

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

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

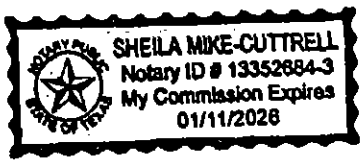
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

[Signature]
Signature of Affiant

Sworn and subscribed before me this 19th day of August, 2025.

[Signature]
Signature of official administering oath

My commission expires 01-11-2025



Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of Texas :

ss.

County of Dallas :

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

[He/she is the General Counsel and Corporate Secretary (Office of Affiant) of Fanfare Energy, LLC (Name of Applicant);]

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

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

That Fanfare Energy, 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 Code of 1971, 72 P.S. §§ 7101 et seq., and any tax imposed by Chapter 28 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional Gross Receipts and power sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa.C.S. § 506 (relating to the inspection of facilities and records).

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

Appendix B (Continued)

That Fanfare Energy, LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa.C.S. § 506, § 2807(c), § 2807(d)(2), § 2809(b) and the standards and billing practices of 52 Pa. Code Chapter 56.

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

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 19th day of August, 2025.



Signature of official administering oath

My commission expires 01-11-2026



Attachment 1
Pennsylvania Foreign LLC Registration



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

September 2, 2025

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

Entity Name: Fanfare Energy, LLC
Entity File Date: August 12, 2025
Entity Number: 0014767301
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.

Beginning in 2025, annual reports are required for all domestic filing entities, limited liability general partnerships and registered foreign associations. More information will be forthcoming from the Bureau. However, to ensure that you receive notice of how and when to make annual reports, keep all information on file with the Bureau up-to-date, particularly registered office address.

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 type="checkbox"/> Chiropractic | <input type="checkbox"/> Dentistry | <input type="checkbox"/> Law | <input type="checkbox"/> Medicine and surgery |
| <input type="checkbox"/> Optometry | <input type="checkbox"/> Osteopathic medicine and surgery | <input type="checkbox"/> Podiatric medicine | <input type="checkbox"/> Public accounting |
| <input 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 11th day of August, 2025.

FANFARE ENERGY, LLC
 Name of Association


 Signature

Authorized Person
 Title

016-1156 B...

Attachment 2
Certificate of Formation


Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "FANFARE ENERGY, LLC", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF NOVEMBER, A.D. 2023, AT 1:41 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

2651786 8100
SR# 20234018481

Authentication: 204631796
Date: 11-20-23

You may verify this certificate online at corp.delaware.gov/authver.shtml

Attachment 4
Criminal/Civil Proceedings

In 2019, a lawsuit was filed in Cook County, Illinois, against Engie Retail, LLC n/k/a Think Energy, an affiliate of Think Home Solutions, LLC, by the estate of a former customer.¹ The lawsuit alleged that a door-to-door contractor of Engie Retail assaulted the former customer during the marketing of retail electricity services. Engie Retail denied all allegations in the lawsuit. In 2023, the lawsuit was settled by Engie Retail's door-to-door contractor with no liability for Engie Retail.

Attachment 5

Customer/Regulatory/Prosecutory Actions

State of Delaware
Secretary of State
Division of Corporations
Delivered: 01:41 PM 11/20/2023
FILED: 01:41 PM 11/20/2023
SR 20234018481 - File Number 2651786

CERTIFICATE OF FORMATION

OF

FANFARE ENERGY, LLC

November 20, 2023

The undersigned authorized person hereby adopts the following Certificate of Formation for the purposes of forming a limited liability company pursuant to the Delaware Limited Liability Act (6 Del. Code § 18-101 et seq.):

ARTICLE I

The name of the limited liability company is Fanfare Energy, LLC (the "Company").

ARTICLE II

The address of the Company's registered office and the name and address of its registered agent for service of process are as follows:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation to be effective as of the date first above written.

By: /s/ Richard Radbil
Richard Radbil
Authorized Person

Applicant's affiliate Think Energy, LLC is licensed as an electricity supplier in the states of Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania and Rhode Island. Below is a list of formal complaints or escalated actions or complaints made against Think Energy, LLC in the past five years:

Think Energy, LLC has had four PA PUC formal complaints in the past five years, all of which were resolved with a Certificate of Satisfaction, as follows.

- **Docket No. C-2020-3021494.** Opened 8/24/2020, Certificate of Satisfaction filed 9/11/2020
- **Docket No. F-2023-3037602.** Opened 1/12/2023, Certificate of Satisfaction filed 2/14/2023
- **Docket No. F-2023-3037821.** Opened 1/25/2023, Certificate of Satisfaction filed 2/8/2023
- **Docket No. F-2025-3054501.** Opened 4/9/2025, Certificate of Satisfaction filed 4/25/2025

On July 11, 2024, Think Energy, LLC received a Notice of Apparent Violation regarding inducements to enroll from the New York Public Service Commission (the "PSC"). Think Energy disputed part of the allegations but acknowledged a regrettable error concerning other allegations. The investigation was resolved by PSC staff with no penalties against Think Energy.

Attachment 8
Summary of Technical Fitness

Technical Fitness Summary

Fanfare Energy, LLC ("Fanfare") is led by an executive team with over 60 years combined experience in the retail energy industry providing comprehensive energy management services to the residential, commercial, and industrial markets across the United States. In addition to its executive team, Fanfare is supported by leadership personnel who previously held positions at Just Energy, Cirus Energy, Commerce Energy, Entrust Energy, and others.

Fanfare Energy, LLC is licensed to provide retail energy service in the following jurisdictions:

Jurisdiction	Electricity License Number
Connecticut	Docket No. 24-09-02
Maine	Docket No. 2024-00228
Massachusetts	Docket No. 24-CS-02
Rhode Island	Docket No. D-96-6(H10)

See attached biographies of Fanfare's Executive team with more details regarding their experience.

Regulatory compliance is overseen by the company's General Counsel, who manages five full-time regulatory and compliance team members who have responsibility for ensuring compliance with all applicable regulations and Commission Orders related to retail electricity supply.

See confidential Attachment 9 for more details regarding Fanfare's plan for operations in Pennsylvania.

Attachment 10
Officer Resumes

MICHAEL J. FALLQUIST

49 Beachside Ave • Westport, CT • 06880

michael.fallquist@gmail.com • www.linkedin.com/in/michael-fallquist • 917-975-3638



Mike Fallquist is Chief Executive Officer of Think Energy. Think Energy is a fast-growing sustainable energy company offering clean electricity and community solar products to residential and small commercial customers across 18 states and the District of Columbia.

Think Energy is a portfolio company of Energywell where Mike serves as a Director & Chief Executive Officer. Funded in November 2021, Energywell is an investment company with a \$100 million capital commitment from Oaktree Capital Management, L.P. and Hartree Partners L.P. to create a technology-driven sustainable energy platform.

Prior to his role with Energywell, Mike served as Chief Executive Officer & Director of Cris Energy, a publicly listed retail energy and solar provider that served approximately 1.4 million customers and generated revenue of \$1.235 billion and adjusted EBITDA of \$88.8 million in 2018. He was responsible for capital markets activities and successfully raised C\$330.8 million through four public offerings on the Toronto Stock Exchange. He led the successful acquisition of 12 companies in the retail energy and solar industries, including TriEagle Energy, U.S. Gas & Electric, SunEdison and Verengo Solar. He developed innovative sales and marketing partnerships with iconic companies such as Comcast and SolarCity, and led initiatives for Cris Energy that resulted in several awards, including receiving the Energy Supplier of the Year award at the Energy Marketing Conference in 2014 and multiple J.D. Power Awards for the "highest in residential customer satisfaction."

Cris Energy was acquired by Vistra Energy on July 15, 2019, for a total enterprise value of approximately C\$650 million.

Prior to this, Mike was the Founder & Chief Executive Officer of Regional Energy Holdings, a privately held company that owned and operated multiple retail energy companies. It was acquired by Cris Energy in 2012. In this role, he created a new category in retail energy offering higher quality renewable energy products to consumers through the Viridian Energy brand and pioneered the "white label" sales strategy with Cincinnati Bell, FairPoint Communications and Frontier Communications. These innovative sales strategies resulted in adding more than 250,000 customers in less than three years. He was named Ernst & Young Entrepreneur of the Year Award in the Clean-Tech category for the New York region in 2012.

Earlier, Mike was Chief Operating Officer of Commerce Energy, a deregulated provider of electricity and natural gas products serving approximately 150,000 customers in 10 states. He was recruited to be part of the executive management team that turned around the company. He planned and implemented a successful company-wide restructuring, resulting in annual expense savings of nearly \$11 million.

Beyond the retail energy industry, Mike has held various roles in commodities, finance and consulting, including work for the Macquarie Group in Australia and in the United States, Deloitte Consulting and Towers Perrin.

Mike earned a Master of Business Administration at the Cornell University Johnson Graduate School of Management in Ithaca, NY. He earned a Bachelor of Arts, Economics Concentration, at Colgate University in Hamilton, NY, where he was New York State NCAA Rowing Champion and President of the Men's Rowing Team.

Mike lives in Westport, CT, with his wife and two children. He is an avid traveler, an aspiring golfer and loves coaching and playing sports with his children.

Christian McArthur

Westport, CT 06880 • 203.505.1417 • cmcarthur1977@gmail.com

Summary

Proven energy industry executive and innovator with a rare combination of leadership, strategic thinking, and technical knowhow who excels at building platforms that drive growth opportunities and enable nimble operations.

- Instrumental in the rapid expansion of two, publicly traded energy companies, accelerating growth organically and through strategic M&A, with experience managing acquisitions valued at more than \$850 million during career.
- Brings experience leading a highly successful restructuring, building operational efficiencies, optimization of portfolio, and establishing an agile culture that exceeded expectations for timing and level of cost reductions.
- Recognized for pioneering approach to retail energy products and services, energy trading and forecasting, innovative product engineering and development, business intelligence and analytics, and strategic management skills.
- Hands-on leader who attracts and develops top talent, builds high-performing teams across the organization, and delivers exceptional operating and financial performance.

Experience

Energywell **2020 – Present**

Energywell is a forward-thinking energy company that offers retail energy, community solar, and technology solutions, empowering businesses and consumers with sustainable, innovative energy products.

President and Chief Operating Officer (2020– Present)

Leads the company's operations, technology, product development, and risk management/trading functions. Key focuses on driving operational excellence and innovation in energy solutions while ensuring profitability, enabling Energywell's growth across deregulated markets, community solar initiatives, and technology platform opportunities.

- Lead acquisition, integration, and growth of Think Energy from Engle Resources. Enabled increase in customer portfolio by 230% while reducing OPEX and improving profitability.
- Successfully onboarded 8 licensing partners to the Proton platform, building a technology licensing business that grew to \$5M in ARR in under 3 years.
- Enabled the launch of Energywell's Community Solar business, growing to support 10 states and onboarding more than 30k customers in under 3 years.

Crus Energy **2014 – 2019**

Crus (TSX: KWH.UN), one of the largest independent energy retailers in the United States, providing electricity, natural gas, and solar energy products, was acquired by Vistra Energy in 2019.

Chief Operating Officer (2018 – 2019)

Managed P&L of retail energy business with more than \$1 billion in annual revenue and \$100 million in annual EBITDA, with direct ownership of Operations, Trading, and Technology teams and accountability for customer enrollments, customer billing and revenue, commodity fulfillment, cost of goods sold, and operating G&A.

- Created, secured board approval, and implemented comprehensive restructuring program that exceeded cost-saving target ahead of schedule and facilitated sale of the company.

- o Implemented automation and rebuilt core business processes, creating operating efficiencies that enabled the company to reduce headcount 50% and cut \$25+ million from G&A expense.
- o Reorganized and enhanced operations, trading, technology, and project teams, and established an Agile framework, culture, and mindset.
- Optimized customer portfolio, rationalized service offerings, and intentionally shrunk customer base 15%, eliminating unprofitable business resulting in enhancement of total embedded margin by 7.3% within one year with a 25% value enhancement per average customer.
- Instrumental in sale of the business at a 60% premium to pre-deal stock price as the lead in preparing due diligence data and analysis.

Executive Vice President, Procurement, Pricing, and Product Engineering (2014 – 2018)
Managed costing, pricing, and structuring retail electricity and natural gas transactions for international operations, overseeing trading, risk management strategy, product development and pricing, customer analytics, and forecasting.

- Developed trading and energy procurement platform, including technology, process, and people, that enabled Crius to more than double its customer portfolio in five years and deliver a CAGR of 23.2% in EBITDA.
- Drove M&A activity valued at more than \$200 million USD, enabling expansion of customer segment, market, and sales channel.
- Designed and oversaw implementation of new product and sales strategies, leading to significant organic growth of customer portfolio.
- Developed and managed all business intelligence activities for operations, sales, and finance, including financial forecasting, risk management reporting, customer portfolio, and analysis

Just Energy 2003 – 2013
Just Energy (TSX: JE; NYSE: JE) is consumer company focus on electricity and natural gas, water quality and filtration, and utility conservation.

Senior Vice President, Supply Operations
Managed commodity supply portfolio, pricing and structuring, load forecasting, demand response and business intelligence, and market-related business development across 20 jurisdictions in the U.S. and Canada with a team of 30. Chair of Pricing and Products Committee and Charter Member of Risk Committee. Rapidly advanced from Analyst to Manager, Director, VP, and SVP.

- Instrumental in international expansion, managing growth of the supply desk from three Canadian markets to 20 across Canada and the U.S., propelling growth from 690,000 customers to more than 4 million.
- Championed and implemented demand response strategy using smart thermostats, better engaging customers and delivering an additional revenue stream, leading to a 15% investment in ecobee in 2012.
- Led valuation of all major acquisitions; totaling more than \$650 million USD.

Education

University of Waterloo, MASC. Electrical Engineering, 2003

Queen's University, BASC. Engineering Physics, 2001

ROOP BHULLAR

Westport, CT 06880 • 917.226.0316

roop.bhullar@yahoo.com • www.linkedin.com/in/rbhullar

PROFILE

Highly accomplished, operationally oriented CFO and executive team member with 15+ years of progressive experience leading the finance function.

- Forward-looking thought partner to the CEO across all strategic, financial, and operational matters.
- Dynamic financial leader with hands-on experience across all stages of the business lifecycle, from start-up to IPO and exit/sale.
- Proven ability building high-performing teams and robust financial infrastructure spanning accounting, FP&A, financial reporting, treasury, tax, internal audit, and risk management.
- Brings extensive M&A and capital market expertise leading numerous acquisitions, reorganizations, equity and debt financings, and managing lender and investor relations.
- Multifaceted CFO with international and turnaround experience, legal and tax background, and demonstrated flexibility to oversee a wide range of functions beyond finance, including legal, HR and operations.
- Operates with highest level of integrity, builds and fosters strong and lasting relationships, and inspires trust and confidence with colleagues, staff, and external stakeholders.

EXPERIENCE

Energywell, Southport, CT **2021 – Present**

Energywell is a private equity backed energy company that offers retail energy, community solar, and technology solutions, empowering businesses and consumers with sustainable, innovative energy products.

Chief Financial Officer

Leads the company's finance function, including accounting, finance/FP&A, financial reporting, audit, treasury, tax and human resources.

- Integrated and set up accounting processes and controls for Think Energy acquisition.
- Negotiated and set up \$40M credit facility with EEMNA and manage day to day credit facility operations
- Provided financial due diligence for acquisition opportunities being evaluated.

Crus Energy, Norwalk, CT **2010 – 2019**

Crus Energy Trust (TSX: KWH.UN), a \$1.2 billion energy supplier providing electricity, natural gas, and solar energy products through multiple brands to more than 1.2 million customers across 19 states and DC, was acquired by Vistra Energy (NYSE: VST) in 2019.

Chief Financial Officer

Member of executive team leading accounting, finance/FP&A, financial reporting, treasury, tax, investor relations, communications, internal audit, risk management functions, and a 45-person staff.

- Provided financial leadership throughout company lifecycle – from pre-revenue startup in 2010 to a \$100 million IPO in 2012 and exit in 2019 via sale to strategic competitor for \$550 million that generated a seven-year CAGR in rate of return to IPO shareholders of 9.2%.
- Executed \$100 million IPO, including concurrent merger of equals, complex cross-border tax structuring, re-audit, and conversion of financial statements from U.S. GAAP to IFRS, followed by three secondary public equity offerings totaling \$245 million.

- Partnered with CEO to manage board relations and run all capital markets activities, including institutional and retail investor relations, deal and non-deal investor marketing and roadshows, maintaining an average of six sell-side equity analyst relationships, and successfully navigating a dissident activist shareholder campaign.
- Managed \$250 million credit facility and structured supplier agreement, securing multiple expansions over eight years and syndication of the facility in 2018.
- Oversaw highly active M&A program, including financial analysis and due diligence for deal pipeline and consummation and integration of 13 acquisitions totaling \$585 million.
- Finance lead on board-initiated strategic review process to enhance shareholder value, resulting in divestiture of a non-core business and more than \$25 million (35%) in annual G&A cost savings through strategic repositioning, workforce restructurings, and outsourcing initiatives.
- Provided hands-on leadership of all day-to-day operations, bootstrapping during rapid growth start-up phase, and built out robust and scalable financial infrastructure and team to achieve IPO-readiness, including internal controls and ERM frameworks to meet C-SOX requirements.
- Instrumental in conceiving and launching an environmentally focused retail brand and multi-level marketing sales channel that grew to the 45th largest in the world within five years (on Direct Selling News Global 100 ranking), with 29,000 sales associates, 300,000 customers, and \$328 million in revenue.

Commerce Energy, Costa Mesa, CA

2008 – 2010

Commerce Energy Group, Inc. (AMEX: EGR), a \$460 million energy supplier providing electricity and natural gas to more than 150,000 customers across 10 states, was acquired by Universal Energy (TSX: UEG) in 2008 and Just Energy (NYSE/TSX: JE) in 2009.

Director, Finance

Recruited with executive turnaround team to head accounting, SEC reporting, finance/FP&A, audit, taxation, treasury, risk management, and counterparty credit/collateral.

- Selected to lead comprehensive post-acquisition transition of FP&A, accounting systems, personnel, and operations following both acquisitions, including coordinating financial and accounting due diligence, negotiations, and structuring of a five-year, \$40 million structured supplier and credit facility.
- Instrumental in avoiding bank foreclosure while company was in financial distress during 2008 credit crisis through vigilant liquidity management and financial leadership of business restructurings, including workforce reductions, \$11 million in cost-savings, and a \$15 million asset sale.
- Provided financial and analytical leadership for financial restructuring, including all negotiations, structuring, and due diligence with potential lenders and acquirers, negotiations with existing primary and subordinated lenders on amendments to loan agreements, debt refinancing, restructuring, and eventual sale of the business.

King Country Energy, Taumarunui, New Zealand

2003 – 2006

King Country Energy Ltd. (USX: KCE) is a \$75 million energy supplier and hydro-power generation company serving more than 19,000 customers in the central North Island region of New Zealand.

Finance Manager/Controller and Corporate Secretary

Member of executive team leading finance function, reporting to CEO and Board. Instrumental in management of strategy, sales/marketing, customer service, operations, commodity hedging/ risk management, IT, and HR.

- Re-engineered and streamlined financial reporting processes and up-skilled staff to improve team performance, including expediting year-end accounts and audit process by one month and monthly accounts process by more than 20 days, representing a reduction of more than 50%.
- Initiated and secured board approval for strategic review of retail electricity tariff structure and cost overhead benchmarking model, providing new insights allowing targeted improvements in margins and cost competitiveness, resulting in a 15% improvement in retail profitability.

- Headed cross-functional team initiative to benchmark and improve debt recovery, achieving a 22% improvement to industry-leading levels.

Deloitte, Auckland, New Zealand

1998 – 2003

Tax Manager, Senior Tax Consultant, Tax Consultant

Managed ledger of 50+ multinational, national, and middle-market corporate clients, supervising a team of seven, including performance evaluation, training, and mentoring.

- Co-headed specialist M&A/Transaction Services team, providing due diligence and tax advice on mergers, international tax planning, and inbound and outbound deal structuring and execution.
- Received nationwide award for highest Individual Client Service Matrix sales in 2002 and led winning team. Recognized as nationwide specialist in selling Depreciation Maximization products.
- Received merit-based two-year fast-track promotions to Senior Consultant and then Manager.

EDUCATION

UCLA Anderson School of Management, Los Angeles, CA

MBA, Finance & Strategy, 2008

Dean's Scholar (top 10% of class), Dean's List, Exceptional International Student Fellowship, Graduate Teaching Assistant (Business Strategy, Marketing Management), Director – South Asian Business Association.

University of Waikato, Hamilton, New Zealand

Bachelor of Management Studies (BMS Hon), Accounting, 1997

Bachelor of Laws (LLB), Commercial/Corporate Law, 1997

Graduated with First Class Honors and highest marks in Advanced Taxation, Constitutional Law, Administrative Law, and Intro to Accounting & Finance.

PROFESSIONAL AFFILIATIONS

Chartered Accountant: Member of Chartered Accountants Australia and New Zealand (CA ANZ), 2001

Admitted to the Bar as Barrister & Solicitor of New Zealand High Court, 1998

JONATHAN RUBENSTEIN

Dallas, Texas • 214.676.6354

jrubenstein77@gmail.com

PROFILE

Highly skilled attorney with extensive energy and intellectual property experience, both as a partner at one of the world's leading law firms and as an energy company executive. Handled, as a private practice attorney for nearly 20 years, significant matters for retail energy companies, oil and gas exploration companies, and service companies. Currently leading, as an executive and General Counsel for the past 3 years, a retail energy company's legal, regulatory, and compliance teams.

EXPERIENCE

Energywell, Southport, CT **2021 – Present**

Energywell is a private-equity-backed energy company that offers retail energy, community solar, and technology solutions, empowering businesses and consumers with sustainable, innovative energy products.

General Counsel and Corporate Secretary

Member of the Executive Team responsible for leading the company's legal, regulatory, and compliance functions.

- Evaluating various merger and acquisition opportunities, including the completion of Energywell's 2022 acquisition of Think Energy.
- Negotiating contracts with technology clients, licensing partners, and vendors.
- Leading and guiding the team of attorneys and regulatory compliance specialists with required regulatory filings, responses to inquiries from regulatory agencies regarding operations or customer complaints, and overseeing the company's network of independent contractors that market the company's products.

Baker Botts, L.L.P., Dallas, TX

2002 – 2021

One of the world's leading law firms in the fields of energy and intellectual property.

Partner

- Represented energy and technology companies in litigation matters on a wide range of commercial and intellectual property issues as well as transactional matters relating to ongoing litigation.
- Tried commercial and intellectual property lawsuits to juries in state and federal courts around the United States, and handled commercial arbitration matters in both the United States and around the world.
- Advised clients on cross-border disputes and foreign proceedings.

EDUCATION

Pepperdine University School of Law, Malibu, CA

J.D., magna cum laude, 2002

University of California at Los Angeles, Los Angeles, CA

Bachelor of Arts, Economics; Minor, Accounting, 1999

PROFESSIONAL AFFILIATIONS

State Bar of Texas (2002-Present)

Attachment 11

Customer Disclosure Statement with Contract Summary



**Pennsylvania Fixed Price Electricity Supply Contract Summary –
Fanfare Clean**

Electric Generation Supplier Information	<p>Fanfare Energy, LLC P. O. Box 1288 Greens Farms, CT 06838 Phone: 1-855-955-5303 Website: www.Fanfareenergy.com PUC License No.: [TBD]</p> <p>You have chosen Fanfare Energy, LLC (“Fanfare”) as your electric generation supplier. Fanfare is not affiliated with your Electric Distribution Company (“EDC”). Fanfare is responsible for the electricity generation charges on your bills. These charges will appear on your EDC bills separate and apart from your EDC’s distribution charges for delivering your electricity</p>
Price Structure	This is a Fixed Price Contract
Generation/Supply Price	Your initial term price under this fixed rate Agreement is \${commodity_rate} per kWh effective for {term_months} billing cycles.
Statement Regarding Savings	There are no guaranteed savings.
Deposit Requirements	None
Incentives	[Renewable Energy – Y/N] [Other Incentives – If Applicable]
Contract Start Date	This agreement will begin on the date set by your electric distribution company (EDC).
Contract Duration/Length	{term_months} billing cycles (“Initial Term”)
Cancellation/Early Termination Fees	Residential Customers: \$0; Small Commercial Customers: \$20 per month for each month remaining in the Term.
End of Contract	Following the Initial Term, your account will automatically renew month-to-month at a variable rate unless a different option is chosen. If you have a fixed duration contract that will be ending, or whenever Fanfare wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.
Right of Rescission	You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Fanfare by phone at 1-855-955-5303 or by email at care@Fanfareenergy.com



**FANFARE ENERGY, LLC
PENNSYLVANIA FIXED PRICE TERMS OF SERVICE
FANFARE CLEAN**

**CUSTOMER DISCLOSURE STATEMENT AND
AGREEMENT TO PURCHASE ELECTRICITY**

Fanfare Energy, LLC ("Fanfare") is an Electric Generation Supplier licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electricity to customers in the Commonwealth of Pennsylvania (License No. TBD). The PUC does not regulate the prices or other charges from Fanfare found in this Agreement. Customer understands that Fanfare is not affiliated with or representing the Electric Distribution Company ("EDC") or the PUC.

The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will receive a single bill that contains the EDC's charges and Fanfare's charges for electricity supply. Your EDC will continue to provide all emergency repairs and services. Fanfare will supply all the electricity that the Customer needs for its home or business ("Supply Service").

Definitions - Generation Charges: The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.
Transmission Charges: The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.
Non-Basic Charges: Not Applicable to Fanfare.

1. Term of Service: These Terms & Conditions, together with your Contract Summary, your voice-recorded verification of authorization or electronic enrollment, as applicable, your Welcome Letter, and any other enrollment materials, collectively describe your agreement with respect to your purchase of electric supply service from Fanfare ("Agreement") and constitute your contract with Fanfare.

2. Agreement to Purchase Electricity: This agreement serves as the agreement for electricity supply to be provided to you by Fanfare. Subject to Fanfare's acceptance of this Agreement and enrollment by your EDC you agree to become a Fanfare customer and appoint Fanfare as your limited agent to perform the necessary tasks associated with your supply service and fulfill the terms of this agreement. Fanfare to sell and deliver to you, and you agree to purchase and accept, the quantity of electricity delivered to you, as measured or estimated by your EDC, all in accordance with the prices and other terms and conditions set forth in this agreement. Your electricity will be delivered to you by your EDC. Customer warrants that he/she is the account holder and/or fully authorized to enter into this Agreement for the electricity account(s) specified and confirmed in the contract summary. This Agreement is contingent upon Customer providing complete and accurate information to Fanfare and subject to final acceptance by Fanfare.

3. Right of Rescission: You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Fanfare by phone at 1-855-955-5303 or by email at care@fanfareenergy.com.

4. Price, Billing, and Monthly Fee: This is a fixed price agreement. The fixed price that you will pay for electricity supply during the Initial Term of this Agreement is set forth on your Contract Summary. The prices will be effective starting with your first date of service with Fanfare and will remain fixed for the Initial Term of this Agreement. The price for electricity generation supply may be higher or lower than the EDC's price in any particular month. Your price includes estimated total state taxes, but excludes Pennsylvania sales tax, if applicable. Fanfare will calculate your supply charges for each billing period by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing period. If you enrolled on a plan that includes a monthly fee in addition to your fixed rate for electricity supply, then for each billing cycle of the Initial Term, you will pay a fee equal to the amount listed on your Contract Summary. The monthly fee will appear on your monthly invoice from your EDC. This Agreement does not include your EDC's service and delivery charges.

5. Contract Length and Renewal: Think will begin providing your electricity generation beginning on the date set by your EDC. Your Agreement shall continue for the period set forth on the attached Contract Summary (the "Initial Term"). If you have a fixed duration contract that will be ending, or whenever

Think wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the changes become effective. These notifications will explain your options. Unless another option is chosen, upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis (the "Renewal Period") with no early termination fee under a variable rate.

6. **Renewable Energy Plan:** Renewable Energy Plan. If you select a "Renewable" or "Green" Product Plan pursuant to this Agreement, you are agreeing to purchase from Fanfare a product supported 100% by renewable energy credits (RECs). Fanfare will purchase and retire RECs in an amount equal to your consumption during the renewable term, which may be procured by national sources allowed by applicable law. The electricity actually delivered to your service location will not come from a specific renewable electric generation facility. Fanfare will purchase RECs generated in the same calendar year as your electricity usage and retire them in a regional generation attribute system. Fanfare may take up to 3 months after the end of each calendar year under which this Agreement is in effect to address any deficiency that may arise in the renewable energy content of electricity sold under this Agreement in the previous calendar year.

7. **Termination by Customer:** Residential Customers may terminate this Agreement for any reason at any time, with no fee or penalty, by providing written notice to Fanfare via email or U.S. mail, or by contacting us at 1-855-955-5303. Small Commercial Customers may terminate this Agreement for any reason at any time, subject to an early termination fee of \$20 per month for each month remaining in the Term, by providing written notice to Fanfare via email or U.S. mail, or by contacting us at 1-855-955-5303. There will also be no fee if you terminate this Agreement because you relocate outside of the Utility's service territory or to an area where Fanfare charges a different price. If you terminate this Agreement, you will be returned to the EDC's default service unless you choose another retail supplier. The termination date will be determined as set forth in the EDC's tariff and applicable law. You will be obligated to pay for electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If you terminate this Agreement by enrolling with a different retail supplier or returning to default service, Fanfare will not be liable for any switching time delays and you will be obligated to make payment for services under this Agreement until termination of services from Fanfare.

8. **Termination by Fanfare:** Fanfare reserves the right to terminate this Agreement for any reason upon by providing written notice to the Customer at the address provided. Common reasons for Fanfare to cancel this agreement would include: Non-Payment – If your electricity service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If Fanfare terminates this Agreement early, you will be returned to your Utility's default service unless you choose another retail supplier, without penalty.

9. **Billing & Payment:** Your EDC will send you a consolidated bill for each Billing Cycle that will include your EDC's distribution charges, Fanfare's electricity supply charges, any other charges incurred in accordance with the EDC's billing and payment terms. The amount of electricity used will be measured or estimated by the EDC. Depending on the date of the meter read, your bill may be prorated. Your EDC may in some cases use estimated data for billing purposes, but such estimates will be reconciled once the EDC receives final data regarding the actual quantity of electricity consumed for the applicable billing cycle. Payment is due according to your EDC's billing due date. You will make all payment directly to the EDC, and your payment will be due to the EDC by the date specified in the EDC bill. Any unpaid amounts may be subject to late payment charges. Your EDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations. Fanfare reserves the right to issue you a separate bill for its charges instead of having the EDC bill for Fanfare's charges. If Fanfare issues you a separate bill, Fanfare will provide instructions for payment to Fanfare directly for its charges.

10. **Promotion Eligibility.** If you selected a Fanfare product that is associated with a promotion, see the Promotion Terms document for details about eligibility. Fanfare Energy's *Fanfare Basic* product is not associated with a promotion. If you selected the *Fanfare Basic* product, you are not eligible to receive a promotion. If you are on a Renewal Term, you are not eligible for any promotion unless the Promotion Terms expressly state otherwise.

11. **Assignment:** You may not assign this Agreement to any other person without the express written consent of Fanfare or its successor in interest, as applicable. An assignment made by you without such required consent by Fanfare will have no effect. Fanfare may assign this Agreement to another energy supplier, energy services company or other entity authorized by the PUC. Fanfare may assign this Agreement together with all rights and obligations hereunder, (i) to Fanfare's electricity supplier, or such supplier's designee, (ii) to an affiliate of Fanfare or to any other person or entity succeeding to all or substantially all of Fanfare's assets, (iii) in connection with a sale of all of Fanfare's equity; (iv) in connection with any financing or other financial arrangement, or (v) to another retail supplier. Consent is not required from you for Fanfare to assign or pledge (whether absolute, collateral, or any other assignment or pledge), nor for any grant of a security interest in, or right to payment under this Agreement, and shall be binding on you and your successors. After assignment, Fanfare will have no further obligations under this Agreement.

12. **Disputes:** You understand that Fanfare will attempt to resolve any disagreement or complaint you may have. Fanfare will refer all issues to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If you are not satisfied after discussing your terms with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

13. **Arbitration, Waiver of Jury Trial, and Class Action Waiver.** TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS ARISING IN CONTRACT, TORT, STATUTORY OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY AND FINALLY BY ARBITRATION IN ACCORDANCE WITH THE CONSUMER ARBITRATION RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE CONDUCTED EXCLUSIVELY IN PENNSYLVANIA. BY ENTERING INTO THIS AGREEMENT, CUSTOMER AGREES TO BINDING ARBITRATION AND WILL NOT PURSUE ANY FURTHER ACTION IN A COURT OF LAW. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. Fanfare's Arbitration and Class Action Waiver Policy Addendum, which is available and provided to you during the

enrollment process is incorporated herein and made a part hereof, contains additional details and a complete description of the terms and conditions of the Arbitration and Class Action Waiver Policy, including your ability to opt out.

14. **Force Majeure:** Fanfare will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events out of Fanfare's reasonable control may result in interruptions of service. Fanfare will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. Force Majeure events shall include, but shall not be limited to, acts of terrorism, strikes, labor troubles required maintenance work, inability to access the local distribution utility system, sabotage, acts of God, pandemics, changes in law, rules, or regulations or other acts of governmental authority, and events beyond Fanfare's control occurring with respect to the EDU, PJM Interconnection LLC, or other third-party systems or assets. Customer and Fanfare both agree that the following shall specifically be included in the definition of "Force Majeure" under this Agreement and that Fanfare shall have the right to terminate or modify the Agreement without liability: (i) if the default service procurement process, or other generation procurement process results in a default service price that is less than the comparable generation and transmission prices in effect as of the effective date of this Agreement, or (ii) if retail electricity choice is no longer permitted for your customer class. In the event that the Agreement is terminated, you will be returned to your EDC's default supply service. Fanfare is not responsible for transmitting or distributing electricity.

15. **Information Release:** You authorize Fanfare to obtain information from the EDC related to the account including without limitation account name, account number, billing address, service address, telephone number, service type, historical electricity usage, rate classification, meter readings, characteristics of electricity supply, and billing and payment information. These authorizations will remain in effect as long as the Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to Fanfare at contact information provided. Fanfare will maintain the confidentiality of the customer's personal information including name, address, phone number, usage, and payment history as required by applicable PUC regulations and Federal and State law, and will not release the customer's private confidential information to a third party without the customer's express consent.

16. Limitations of Liabilities: You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. FANFARE WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

17. Warranties. FANFARE MAKES NO REPRESENTATION OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

18. Contact Information:

Supplier Information: You may contact Fanfare in one of the following ways: (a) call 1-855-955-5303 Monday through Friday 8:00 a.m. to 8:00 p.m. ET (contact center hours subject to change without notice); (b) write to Fanfare at P. O. Box 1288, Greens Farms, Connecticut 06838 (be sure to include your account number(s)). Fanfare's website address is: www.Fanfareenergy.com; or (c) You may email Fanfare at: care@Fanfareenergy.com.

Public Utility Commission: PO Box 3265, Harrisburg, PA 17105-3265, Phone: 1-800-692-7380. Information about shopping for an electric

supplier is available at www.PaPowerSwitch.com, or other successor media platform as determined by the Commission, by calling the Commission at 800-692-7380, and the Office of Consumer Advocate at 800-6560 or www.oca.state.pa.us.

19. Taxes: Except as otherwise provided in this Agreement or required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. Any tax levied against Fanfare by any governmental entity that must be paid by Fanfare, exclusive of Fanfare's income tax or taxes levied on Fanfare's real or personal property, shall be passed through to and paid by you. You must provide Fanfare with any applicable exemption certificates.

20. Regulatory or Other Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. In the event that there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, regulatory body, or the regional Independent System Operator or RTO, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs (including, but not limited to transmission, storage, or capacity costs), protocols, market rules, load profiles, capacity tags, demand measures, or changes in market or commodity prices which impacts any term, condition, or provision of this Agreement, including, but not limited to price, we shall have the right to modify this Agreement to reflect such change in law or regulation by providing written notices as set forth herein and obtaining customer consent.

21. Choice of Laws. This Agreement shall be construed under and shall be governed by the laws of the State of Pennsylvania without regard to the application of its conflicts of law principles.

22. Emergency Service. Your EDC will continue to respond to emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the EDC.

23. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and Fanfare have caused this Agreement to be executed by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

24. **Renewable Energy Plan.** If you select a "Renewable" or "Green" Product Plan pursuant to this Agreement, you are agreeing to purchase from Fanfare a product supported 100% by renewable energy credits (RECs). Fanfare will purchase and retire RECs in an amount equal to your consumption during the renewable term, which may be procured from national sources allowed by applicable law. The electricity actually delivered to your service location will not come from a specific renewable electric generation facility. Fanfare will purchase RECs in the same calendar year as your electricity usage and retire them in a regional generation attribute system. Fanfare may take up to 3 months after the end of each calendar year under which this Agreement is in effect to address any deficiency that may arise in the renewable energy content of electricity sold under this Agreement in the previous calendar year.
25. **Fanfare's Communication Policy.** By using Fanfare's website, services or products or contacting Fanfare, you agree to Fanfare's Communications Policy. **Fanfare's Communications Policy, which is available and provided to you during the enrollment process, is incorporated herein and made a part hereof, contains additional details and a complete description of the terms and conditions of Fanfare's Communications Policy.**
26. **Community Solar.** By signing this Agreement, you authorize Fanfare Energy to share your information with Fanfare's affiliate, Energywell Community Solar, LLC ("Energywell"), which may contact you to offer a subscription to a community solar program in your area.
27. **Forward Contract and UCC.** You and Fanfare acknowledge and agree that the transactions contemplated by this Agreement constitute "forward contracts" within the meaning of the United States Bankruptcy Code ("Bankruptcy Code"), and further acknowledge and agree that Fanfare is a "forward contract merchant," as that term is used in the Bankruptcy Code. Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code of Pennsylvania ("UCC") shall govern this Agreement, and energy shall be deemed a "good" for purposes of the UCC.
28. **No Waiver.** Any failure by Fanfare to enforce any term or condition of Customer's electric service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of Customer's service or to exercise rights under this Agreement.
29. **Severability.** Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court, arbitrator, or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.
30. **Survival.** All representations, warranties, indemnifications, dispute resolution and arbitration provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by its terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Fanfare's rights and the rights of others).
31. **Entire Agreement.** This Agreement, including an agreement for arbitration and class action waiver, along with the Enrollment Documentation, Arbitration and Class Action Waiver Policy Addendum, Communications Policy, disclosure documents, renewal notices, and any and all other related documents, whether oral or written, constitute the entire agreement between you and Fanfare relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Fanfare or any of its agents concerning the subject matter of the Agreement.
32. **Electronic Signatures.** The parties acknowledge and agree that this Agreement and all related agreements and documents related to the Services may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (for example, via a PDF) of an original signature.
33. **Written Notice.** Written notice includes, but is not limited to, notice by electronic mail to a valid e-mail address provided by you. By entering into this Agreement, you authorize us to send written notices to you through electronic mail or other electronic means, as permitted by law. The decision to send written notices to you via electronic mail or other electronic means is at our sole discretion. If the e-mail address or phone number you provide to us at enrollment becomes invalid, you agree to timely

provide us with an updated, valid e-mail address or phone number to which we will send written notices. You are solely responsible for providing us with a valid e-mail address and phone number.

[Final Page to Follow]

TERMS AND CONDITIONS – FINAL PAGE

As part of the Terms & Conditions, Fanfare confirms your electricity supply rate, the term of this rate, and your customer information, as reflected below:

Electricity Supply Rate: {commodity_rate_cents} cents per kWh

Monthly Fee: \${monthly_fee}

Term: {term_months} billing cycles

The information below reflects the date and time of your acceptance of the Terms & Conditions:

{signername}

Customer Name and Authorized Representative (if applicable)

{signature}

Signed

{date}

Date

ATTACHMENT 12
Proof of PJM Membership



Member List

To view all affiliate member relationships for a voting or pending member, filter by Voting Member.

PJM Membership as of September 3, 2025

Voting Members	508
Ex Officio Voting Members	14
Affiliate Members	520
Associate Members	59
Special Members	2
Total	1,103

Reset

Current Members		Pending Members	
Company	Voting Member	Sector	Member Type
Fanfare	Search	All	All
Fanfare Energy, LLC	Think Energy, LLC	Other Supplier	Affiliate Member

Total: 1

CERTIFICATE OF SERVICE

On this the 5th day of September 2025, I certify that a true and correct copy of the foregoing Application have been served by First Class U.S. Mail upon the following:

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

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

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

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

Office of Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101

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

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

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

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

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

Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

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

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

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



Michael A. Gruin

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