

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.
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.
- Give name and address of officers.

Stephen Russial, President
1222 Schuylkill Mountain Road
Schuylkill Haven, PA 17972

Scott Harford, Vice President
90 East Josie Drive
Bellefonte, PA 16823

See attached Certificate of Organization and Operating Agreement

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.

Applicant does not have any affiliates

- 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

- 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.

Applicant does not have any related Docket Numbers

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.

Applicant is a little more than a year old. Up this point we have been marketing behind-the-meter generation projects to commercial/industrial clients and providing technical sales support to other entities trying to sell behind-the-meter generation.

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 to broker electric and natural gas supply service to Commercial/Industrial/Institutional clients in Pennsylvania. The broker services would be in addition to providing utility tax and energy audits to clients, advising clients on attractive energy conservation measures they can implement at their facilities and evaluating renewable behind-the-meter generation projects clients can install at their facilities for long-term energy price stability and improved sustainability.

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

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

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- 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.

Applicant is actively marketing its other energy services currently. Applicant would like to begin marketing brokered electric and gas supply service by June 1st, 2026

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. Neither Applicant or a person identified in this application has been or is currently the defendant of a criminal proceeding within the last five (5) years. Applicant has no affiliates or predecessors.
- 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.
Neither Applicant or a person identified in this application has a formal or escalated action or complaint against it from any state for the prior five (5) years. No PUC license was ever granted to Applicant or been revoked. Applicant has no affiliates or predecessors.
- 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.
N/A

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.

<p>Citizens' Electric Company: Citizens' Electric Company Attn: EGS Coordination 1775 Industrial Boulevard Lewisburg, PA 17837</p>	<p>Duquesne Light Company: Duquesne Light Company Regulatory Affairs 411 Seventh Street, MD 16-4 Pittsburgh, PA 15219</p>
<p>FirstEnergy Pennsylvania Electric Company: FirstEnergy Pennsylvania Electric Company Legal Department 341 White Pond Drive Akron, OH 44320</p>	<p>PECO: PECO Energy Company Manager Energy Acquisition 2301 Market Street Philadelphia, PA 19101-8699</p>
<p>Pike County Light & Power Company: Corning Natural Gas Holding Corporation Vice President – Energy Supply 330 West William Street Corning, NY 14830</p>	<p>PPL: PPL Office of General Counsel Attn: Kimberly A. Klock 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>

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.

APPLICANT WILL NOT TAKE TITLE TO THE ELECTRICITY OR PAY BILLS ON BEHALF OF CUSTOMERS

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@pa.gov 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.

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 is only operating as a Broker/Marketer

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

Applicant will execute referral agreements with each supplier it intends to conduct business with. Each energy supplier will include Applicant's fee in the pricing delivered to prospective clients. Suppliers will remit Applicant fees to Applicant.

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.

Stephen Russial, President
1327 Long Run Road
Schuylkill Haven PA 17972
Mobile# 570-449-3935 Fax#: N/A
scrussial@newhorizonsenergyservices.com

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

All sections of the Tax Certification Statement must be completed. 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.

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.

PLEASE SEE ATTACHED RESUMES OF THE PRINCIPALS OF THE APPLICANT.

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.

All marketing materials, including the company website, whether developed internally or by third party consultants will be reviewed and approved by one of Applicant's officers to insure that the material adheres to the highest professional standards.

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.

Stephen Russial, President
1327 Long Run Road
Schuylkill Haven PA 17972
Mobile# 570-449-3935 Fax#: N/A
scrussial@newhorizonsenergyservices.com

Scott Harford, Vice President
1327 Long Run Road
Schuylkill Haven PA 17972
Mobile#: 570-436-2285 Fax#: N/A
srharford@newhorizonsenergyservices.com

PLEASE SEE TECHNICAL ADDENDUM
FOR OFFICER RESUMES

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

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

9. DISCLOSURE STATEMENTS:

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

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

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

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

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

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

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

(Select only one of the following)

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

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

AGREED

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

- **Retail Electricity Choice Activity Reports:** The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- **Reports of Gross Receipts:** Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- **The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.**
- **Net Metering Reports:** Applicant shall be responsible to report any Net Metering per the Standards on http://www.puc.pa.gov/consumer_info/electricity/alternative_energy.aspx. 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 FirstEnergy PA - 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			
FirstEnergy PA - Met Ed		X	X		X		
FirstEnergy PA - Penelec	X	X			X	X	X
FirstEnergy PA - Penn Power	X			X			
FirstEnergy PA - West Penn		X		X		X	X
PECO			X				
Pike					X		
PPL		X	X		X	X	
UGI					X		
Wellsboro						X	
Entire Commonwealth	X	X	X	X	X	X	X

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

13. SIGNATURE

Applicant: 

By: Stephen Russial

Title: President

RCVD PUC SEC BUR
MAY 21 2026 AM 10:55

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: New Horizons Energy Services LLC

✓	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	

Applicant's Use

PUC Secretary's Bureau Use

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Pennsylvania :

ss.

County of Schuylkill :

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

[He is the President (Office of Affiant) of New Horizons Energy Services LLC (Name of Applicant);]

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

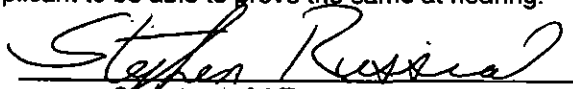
That the Applicant herein New Horizons Energy Services LLC has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa.C.S. § 2809 (b) and 52 Pa. Code § 54.37.

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

That the Applicant herein New Horizons Energy Services 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 New Horizons Energy Services 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 of Affiant

Sworn and subscribed before me this 12th day of May, 2026


Signature of official administering oath

My commission expires _____

Commonwealth of Pennsylvania - Notary Seal
Renee M. Eisenhauer, Notary Public
Schuylkill County
My commission expires June 22, 2026
Commission number 1045157
Member, Pennsylvania Association of Notaries

Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of Pennsylvania :

ss.

County of Schuylkill :

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

He is the President of New Horizons Energy Services LLC;

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

That New Horizons Energy Services 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 New Horizons Energy Services LLC, the Applicant herein, asserts that he 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 New Horizons Energy Services 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 New Horizons Energy Services 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 12th day of May, 2026



Signature of official administering oath

My commission expires _____

Commonwealth of Pennsylvania - Notary Seal
Renee M. Eisenhauer, Notary Public
Schuylkill County
My commission expires June 22, 2026
Commission number 1045157
Member, Pennsylvania Association of Notaries

Technical And Financial Addendum



0013633726



COMMONWEALTH OF PENNSYLVANIA
 Department of State
 Bureau of Corporations and Charitable Organizations
 PO Box 8722
 Harrisburg, Pennsylvania 17105-8722
CERTIFICATE OF ORGANIZATION -
LIMITED LIABILITY COMPANY
 Fee: \$125

Pennsylvania Department of State
-FILED-
 File #: 0013633726
 Date Filed: 10/30/2023

B0625-3472 10/30/2023 4:48 PM Received by Pennsylvania Department of State

DSCB:15-8821 (rev. 2/2017)

In compliance with the requirements of 15 Pa.C.S. § 8821 relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

Limited Liability Company Type							
Filing type	Domestic Limited Liability Company						
Limited liability company subtype	Limited Liability Company						
Limited Liability Company Name							
Entity name	New Horizons Energy Services LLC						
Effective Date							
The filing shall be effective when filed with the Department of State							
Registered Office							
The address of this limited liability company's proposed registered office in this Commonwealth is							
1222 SCHUYLKILL MOUNTAIN ROAD SCHUYLKILL HAVEN, PA 17972							
SCHUYLKILL							
Organizers							
<table border="1"> <thead> <tr> <th>Name of individual or organization</th> <th>Address</th> </tr> </thead> <tbody> <tr> <td>Stephen Russial</td> <td>1222 SCHUYLKILL MOUNTAIN ROAD SCHUYLKILL HAVEN, PA 17972</td> </tr> <tr> <td>Scott Harford</td> <td>90 JOSIE DRIVE BELLEFONTE, PA 16823</td> </tr> </tbody> </table>		Name of individual or organization	Address	Stephen Russial	1222 SCHUYLKILL MOUNTAIN ROAD SCHUYLKILL HAVEN, PA 17972	Scott Harford	90 JOSIE DRIVE BELLEFONTE, PA 16823
Name of individual or organization	Address						
Stephen Russial	1222 SCHUYLKILL MOUNTAIN ROAD SCHUYLKILL HAVEN, PA 17972						
Scott Harford	90 JOSIE DRIVE BELLEFONTE, PA 16823						
Additional provisions, if any							
Additional provisions	Authority Addendum New Horizons Energy Services.pdf						
<input type="checkbox"/> I qualify for a veteran/reservist-owned small business fee exemption (see help)							
Electronic Signature							
IN TESTIMONY WHEREOF, the organizer(s) has (have) executed this Certificate of Organization.							
Stephen Russial	10/30/2023						
Stephen Russial	Date						
Scott Harford	10/30/2023						
Scott Harford	Date						

**Authority Addendum
Certificate of Organization of New Horizons Energy Services LLC**

- 1. Any Member with respect to the Company shall have the authority to do the following:**
 - a. Sign an instrument transferring real property held in the name of the Company.**
 - b. Enter into other transactions on behalf of, or otherwise act for or bind, the Company.**

IN WITNESS WHEREOF, the undersigned has executed this addendum to the Certificate of Organization.

ORGANIZER:

Scott Harford

Stephen Russial

OPERATING AGREEMENT
of
NEW HORIZONS ENERGY SERVICES LLC
(A Pennsylvania limited liability company)

This Agreement of New Horizons Energy Services LLC (the “Company”), dated as of November 15, 2023, has been adopted by the Company and the original Members of the Company. This Agreement shall be binding on any Person who becomes a Member from time to time, regardless of whether the Person has executed this Agreement.

RECITALS

The Company has been organized as a Pennsylvania limited liability company by the filing of a certificate of organization with the Department of State of the Commonwealth of Pennsylvania under and pursuant to the Act. This Agreement is the operating agreement for the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the Initial Members and the Company agree as follows:

ARTICLE I—DEFINITIONS

1.01. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below unless the context requires otherwise. There are certain other defined terms that are not listed below because they are only used within one Section. Any defined term shall apply to both the singular and plural forms thereof, as well as to any derivative forms.

“**Act**” means the Pennsylvania Uniform Limited Liability Company Act of 2016, 15 Pa.C.S. § 8811 et seq., and any successor statute, as amended from time to time.

“**Affiliate**” means as to any Person any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or under common control with such Person.

“**Agreement**” means this operating agreement, as amended, modified, supplemented, or restated from time to time.

“**Annex A**” means Annex A to this Agreement.

“**Capital Account**” means the individual account maintained by the Company with respect to each Member as provided in Section 4.04.

“**Capital Contribution**” means the aggregate amount of cash and the agreed value of any property or services (as determined in writing by the Member and the Company) contributed by each Member to the Company as provided in Section 4.01, but in the case of a Member who acquires Units by a Transfer in accordance with the terms of this Agreement, “Capital Contribution” means the capital contribution of that Member’s predecessor proportionate to the acquired Units.

“**Certificate**” means the certificate of organization of the Company and any and all amendments thereto and restatements thereof that has been filed on behalf of the Company with the Department of State of the Commonwealth of Pennsylvania pursuant to the Act.

“**Certificate of Authority**” means a certificate of authority of the Company that has been filed on behalf of the Company with the Department of State of the Commonwealth of Pennsylvania, pursuant to the Act.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” is defined in the preamble.

“Contribution Agreement” means a Contribution and Assignment Agreement, dated as of the date hereof, by an Initial Member.

“Conversion” is defined in Section 2.03(a).

“Initial Member” means a Member who is designated as such on Annex A.

“Initial Units” means Units being issued to an Initial Member.

“Majority Members” is defined in Section 5.01(b).

“Member” means any Person who at the time is a record holder or record owner of Units.

“Membership Interest” means the interest of a Member in the Company, represented by the Units held by such Member and including interests in items of income, gain, loss, deduction, and credit, rights to distributions (liquidating or otherwise), allocations, information, and to consent to or approve actions by the Company, all in accordance with the provisions of this Agreement and the Act.

“Non-Voting Units” means Units designated as “Non-Voting Units.”

“Officer” means a Person elected to a specific office under the terms of this Agreement.

“Partnership Representative” is defined in Section 4.10(a).

“Percentage Interest” means the number of Units held at a particular time by a Member, divided by the number of Units then held by all Members, expressed as a percentage.

“Person” means a natural person, corporation, general or limited partnership, limited liability company, joint venture, trust, estate, association, or other legal entity or organization.

“Profits and Losses” means taxable income as initially determined under Section 703 of the Code and further modified under Treasury Regulation §1.704-1(b)(2)(iv).

“Tax Payment Loan” means, to the extent that the amount required to be remitted by the Company under a Withholding Tax Act exceeds the amount then otherwise distributable to the Member, the excess shall constitute a loan from the Company to the Member.

“Transaction Documents” means with respect to the parties thereto this Agreement and the Contribution Agreements.

“Transfer” means any direct or indirect voluntary sale, assignment, transfer, conveyance, pledge, hypothecation, or other disposition, with or without consideration, or otherwise of all or any portion of any Units, as well as any involuntary transfer of all or any portion of any Units by way of intestacy, will, bankruptcy, receivership, levy, execution, charging order, or other similar seizure by legal process.

“**Treasury Regulations**” or “**Treas. Regs**” means the income tax regulations, including temporary regulations, promulgated under the Code, as those regulations may be amended from time to time (including corresponding provisions of successor regulations).

“**Units**” is defined in Section 3.02.

“**Voting Members**” means those Members who hold Voting Units.

“**Voting Units**” means Units designated as “Voting Units.”

“**Withholding Tax**” means any amount paid by the Company for or with respect to any Member on account of any withholding tax or other tax payable with respect to the income, profits, or distributions of the Company pursuant to the Code, the Treasury Regulations, or any state or local statute, regulation, or ordinance requiring such payment.

ARTICLE II—ORGANIZATION

2.01. Principal Place of Business; Other Offices. The principal place of business of the Company shall be at 1222 Schuylkill Mountain Road, Schuylkill Haven, Pennsylvania 17972, Schuylkill County, or at such other place as the Majority Members may designate from time to time, which need not be in the Commonwealth of Pennsylvania. The Company may have such other offices as the Majority Members may designate from time to time.

2.02. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is to engage in any lawful act or activity for which limited liability companies may be organized under the Act and to engage in any and all lawful activities necessary, convenient, desirable, or incidental to the foregoing.

2.03. Conversion.

(a) If the Majority Members shall determine, in their sole discretion, that it would be advisable, then the Majority Members shall have the power to cause the Company to be reorganized as a corporation under the General Corporation Law of the State of Delaware (or such other state as is approved by the Majority Members) by incorporation, merger, contribution, or other permissible manner (a “Conversion”), and the Members shall cooperate in good faith to effectuate such Conversion and, if applicable, an equity offering, including taking such actions as are necessary or appropriate to cause (i) dissolving the Company, creating one or more subsidiaries of the newly formed corporation and transferring to such subsidiaries any or all of the assets of the Company (including by merger) and (ii) exchanging their Units for shares of the newly formed corporation as provided in this Section 2.03.

(b) In a Conversion, the Members shall receive, in exchange for their respective Units, shares of capital stock of such corporation or its subsidiaries having the same relative economic interest and other rights and obligations in such corporation or its subsidiaries as is set forth in this Agreement, subject to any modifications deemed appropriate by the Members as a result of the conversion to corporation form. In connection with any such Conversion, such resulting corporation and the Members shall enter into a stockholders’ agreement providing for such terms and conditions as are necessary for the provisions of this Agreement to continue to apply to such resulting corporation, the stockholders of such resulting corporation and the capital stock of such resulting corporation, subject to such changes as deemed appropriate by the Members.

(c) The Members shall cause any Conversion to be structured, to the extent reasonably achievable, to maximize the ability of the Members to aggregate (or “tack”) the period during which they

hold their Units together with the period during which they hold shares of capital stock of the resulting corporation for purposes of the United States securities laws, including Rule 144 under the Securities Act of 1933, as amended.

ARTICLE III—MEMBERSHIP INTERESTS

3.01. Initial and Subsequent Members. The Members are the Persons listed on Annex A. A Person who is not already a Member and who acquires any previously outstanding Units in accordance with this Agreement shall automatically be admitted as a Member. The Members may admit other Persons as Members from time to time by the issuance to them of Units on such terms as are fixed by the Members. It shall not be necessary for Persons who are subsequently admitted as Members or who acquire any or all of an existing Member's Units to execute this Agreement either by counterpart or amendment. When any Person is admitted as a Member or ceases to be a Member, or when the Units of Members change, the Members shall cause such change to be reflected on the books of the Company and prepare a revised version of Annex A. The Company shall at all times provide to any Member upon request a copy of the current version of Annex A. Any failure to distribute a revised Annex A upon any change in Members or Units shall not affect the validity of any such change.

3.02. Units of Membership Interest. The Membership Interests of the Members shall be denominated in units of Membership Interest ("Units"), and the relative rights, privileges, preferences and obligations of the Members with respect to Units shall be determined under this Agreement and the Act to the extent provided herein and therein. The Units shall be designated at the time of issuance as "Voting Units" or "Non-Voting Units" on Annex A. The Non-Voting Units shall be identical to the Voting Units in all respects except that the holders of Non-Voting Units shall not have any rights to vote on any matters presented to the Members for a vote. The number of Units held by each Member, and whether they are Voting Units or Non-Voting Units, shall be set forth opposite such Member's name on Annex A. The aggregate Membership Interest shall be divided into such number of Units as may be issued and outstanding at the time. Fractions of a Unit may be created and issued in the discretion of the Members. The Company shall not issue any interests that are commonly referred to as "profit interests," which do not constitute an interest in the then-existing capital of the Company, unless this Agreement shall have been amended based on the advice of tax counsel to account for appropriate treatment of such interests from a tax perspective.

3.03. Initial Units. Each Initial Member is receiving Initial Units in exchange for executing a Contribution Agreement. Annex A specifies for each Initial Member the allocation of Initial Units.

3.04. Record Holders of Units. The Company shall be entitled to treat the Person in whose name any Units of the Company stand on the books of the Company as the absolute owner thereof, and as a Member holding the Membership Interest evidenced by those Units. The Company shall not be bound to recognize any equitable or other claim to, or interest in, such Units on the part of any other Person, whether or not the Company has express or other notice of any such claim.

3.05. Transfers and Assignments of Units. A Member shall not attempt to Transfer all or any portion of such Member's Units unless such Transfer is approved by the Majority Members, but a surrender or forfeiture of Units to the Company shall not require such approval. The Majority Members shall have complete discretion to approve or disapprove any proposed Transfer and to impose whatever terms it decides as a condition to any requested approval. No purported Transfer shall be effective unless it would be consistent with the provisions of this Agreement, the Act or other applicable provisions of law. The specified Transferee in a defective Transfer that does not comply with this Section 3.05 or any law shall have no right to participate in the management of the business and affairs of the Company or to become a Member. Such a specified Transferee, however, shall be entitled to receive the distributions and

the return of contributions to which the proposed Transferor-Member would otherwise be entitled. Upon the valid Transfer of a Unit, the Transferee shall succeed to the corresponding portion of the Capital Account of the transferor.

3.06. Lack of Authority. Except for any delegation to an individual Member as specified in the Certificate or a Certificate of Authority or under Section 5.01(b), an individual Member, as such, shall not have the authority or power to act for or on behalf of the Company or otherwise bind the Company in any way.

3.07. No Right of Partition. A Member shall not have the right to seek or obtain partition by court decree or operation of law of any Company property or the right to own or use particular assets of the Company.

3.08. Dissociation. So long as a Member continues to hold any Units, a Member may dissociate as a Member of the Company upon 30 days' prior notice to the Company in record form as provided by Section 10.01. On the effective date of dissociation, such dissociating Member shall no longer be a Member and shall be deemed an assignee of the dissociating Member's Units for all purposes until such Membership Interest is liquidated. A Member who is dissociated from the Company shall not have the right under the Act or otherwise as a result of the dissociation to be paid the value of the dissociated Member's Membership Interest or to have such Membership Interest purchased, redeemed, or otherwise satisfied. The rights and obligations of any such dissociated Member shall be subject to Subchapter F of the Act.

3.09. Evidence and Transfer of Units. The Units shall not be represented by certificates. Transfers of Units shall be recorded on the books of the Company.

ARTICLE IV—FINANCIAL AND TAX MATTERS

4.01. Capital Contributions. The Company shall keep a record of the Capital Contributions made by the Members. A Member shall not be required to make any Capital Contribution to the Company not specifically agreed to in writing between the Member and the Company, or be obligated or required under any circumstances to restore any negative balance in the Member's Capital Account.

4.02. Return of Contributions. A Member is not entitled to the return of any part of the Member's Capital Contribution, or to be paid interest in respect of the Member's Capital Account or Capital Contribution. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

4.03. Advances by Members. A Member may agree, with the consent of the Members, to loan funds to or guarantee obligations of the Company. A loan to the Company or guarantee of its obligations by a Member shall not be deemed a Capital Contribution.

4.04. Capital Accounts. The Company will maintain Capital Accounts for the Members in accordance with the rules of Treas. Reg. § 1.704-1(b)(2)(iv).

4.05. Allocations.

(a) Profits and Losses. After accounting for the special allocations under Section 4.05(b), Profits and Losses will be allocated to the Members in accordance with their Percentage Interests.

(b) Special Allocations. The allocation and Capital Account maintenance provisions of Treasury Regulations under Section 704 of the Code are hereby incorporated by reference, including a "qualified income offset" within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(d), the rules regarding

allocation of "partner nonrecourse deductions" under Treas. Reg. § 1.704-2(i)(1), "minimum gain chargeback" under Treas. Reg. § 1.704-2(f), "partner nonrecourse debt minimum gain chargeback" under Treas. Reg. § 1.704-2(i)(4), and the limitation on allocation of losses to any Member that would cause a deficit Capital Account in excess of such Member's Capital Contribution obligations and share of minimum gain and partner nonrecourse debt minimum gain under Treas. Reg. § 1.704-1(b)(2)(ii)(d) as modified by Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5).

(c) **Tax Allocations.** Taxable income or loss will generally follow the allocations of Profits and Losses. However, in accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial value as reflected in the Capital Accounts in accordance with the method selected by the Members. If the value of any Company asset as reflected in the Capital Accounts is adjusted, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its value as reflected in the Capital Accounts in the same manner as under Code Section 704(c) and the Regulations thereunder.

4.06. Distributions.

(a) **General Rule.** Except as otherwise provided in Article IX, the Majority Members may authorize, in their sole discretion, the Company to make distributions to the Members. Except as otherwise provided in subsection (b) and Article IX, all distributions shall be made to the Persons shown as holders of record of Units at the time in proportion to their Percentage Interests.

(b) **Tax Distributions.** With respect to any taxable year of the Company in which Members are allocated taxable income for federal income tax purposes (and for this purpose all items of income, gain, loss, or deduction required to be separately stated pursuant to Section 703 of the Code shall be included in the calculation of taxable income (other than the amount, if any, by which capital losses exceed capital gains)), the Company shall attempt to distribute to each Member, within 90 days after the close of that taxable year (and, if practicable, at such times during the taxable year as are required to fund the payment of estimated taxes), no less than the amount determined by multiplying the Company's taxable income (computed as set forth in this sentence) allocated to such Member by the highest composite federal, state, and local income tax rate (including the rate for any tax on net investment income or self-employment income) applicable to any Member (including, in the case of a Member that is a pass-through entity, any other Person taxable on Company income). For purposes of the preceding sentence, the Company's taxable income for a year shall be reduced by any net loss of the Company in prior years that has not previously been so taken into account under this Section 4.06(b). Nothing herein shall require the Company to borrow money or reduce its cash flow so as to restrict its ability to operate the day-to-day activities of the business in order to make such distributions. All distributions to a Member pursuant to this Section 4.06(b) shall be treated as advances of, and offset against, amounts otherwise distributable to such Member under this Agreement.

4.07. Establishment of Reserves. The Members shall have the right to establish reasonable reserves for maintenance, improvements, acquisitions, capital expenditures, and other contingencies, such reserves to be funded with such portion of the operating revenues of the Company as the Members may deem necessary or appropriate for that purpose.

4.08. Tax Returns. The Partnership Representative shall arrange for the preparation of all tax returns required to be filed for the Company. Each Member shall be entitled to receive, upon written request, copies of all federal, state, and local income tax returns and information returns, if any, that the

Company is required to file. All information needed by the Members and other Persons who were Members during the applicable taxable year for income tax purposes shall be prepared by the Company's accountants and furnished to each such Person after the end of each taxable year of the Company. Each such Person shall report consistently with the partnership information returns of the Company, as filed.

4.09. Tax Elections.

(a) **Elections to be Made.** To the extent permitted by applicable tax law, the Company shall make the following elections on the appropriate tax returns:

- (1) to adopt the calendar year as the Company's taxable year;
- (2) to adopt the cash method of accounting and to keep the Company's books and records on the income-tax method;
- (3) if a Transfer of a Membership Interest as described in Section 743 of the Code occurs, on written request of the Transferee, or if a distribution of company property is made on which gain described in Section 734(b)(1)(A) of the Code is recognized or there is an excess of adjusted basis as described in Section 734(b)(1)(B) of the Code, to elect, pursuant to Section 754 of the Code, to adjust the basis of Company properties;
- (4) to elect to amortize the organizational expenses of the Company and the start-up expenditures of the Company ratably over a period of 180 months as permitted by Sections 195 and 709(b) of the Code; and
- (5) any other election the Members may deem appropriate and in the best interests of the Members.

(b) **No Election of Corporate Taxation.** Except as otherwise provided under Section 2.03, neither the Company nor any Member may make an election for the Company to be taxable as a corporation for federal income tax purposes or to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law, and no provision of this Agreement shall be construed to sanction or approve such an election.

4.10. Partnership Representative.

(a) **Appointment.** The Members hereby appoint Stephen Russial as the "partnership representative" (the "Partnership Representative") as provided in Code Section 6223(a). The Partnership Representative can be removed by the Majority Members. If the removal of the Partnership Representative is removed, the Majority Members shall select a replacement Partnership Representative. If the removal of the Partnership Representative occurs prior to the effectiveness of the removal under applicable Treasury Regulations or other administrative guidance, the Partnership Representative who has been removed shall not take any actions in the capacity as Partnership Representative except as directed by the Majority Members.

(b) **Tax Examinations and Audits.** The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by taxing authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Partnership Representative shall have sole authority to act on behalf of the Company in any such examinations and any resulting administrative or judicial proceedings, and shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority.

(c) **BBA Elections.** To the extent permitted by applicable law and regulations, the Company will annually elect out of the partnership audit procedures enacted under Section 1101 of the Bipartisan Budget Act of 2015 (“BBA”). For any year in which applicable law and regulations do not permit the Company to elect out of the procedures specified in the BBA, then within 45 days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member’s share of any adjustment set forth in the notice of final partnership adjustment.

(d) **Tax Returns and Tax Deficiencies.** No Member shall treat any Company item inconsistently on such Member’s federal, state, foreign or other income tax return with the treatment of the item on the Company’s return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and taxes imposed pursuant to Code Section 6226) will be paid by such Member, and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in Section 4.11.

(e) **Income Tax Elections.** Except as otherwise provided herein, the Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided, that the Partnership Representative will make an election under Code Section 754, if requested in writing by another Member.

4.11. Tax Withholding. Unless treated as a Tax Payment Loan, a Withholding Tax act shall be treated as a distribution to the Member for all purposes of this Agreement. Each Tax Payment Loan shall be payable upon demand and shall bear interest, from the date that the Company makes the payment to the relevant taxing authority, at the applicable federal short-term rate under Section 1274(d)(1) of the Code, determined and compounded semiannually. So long as any Tax Payment Loan or the interest thereon remains unpaid, the Company shall make future distributions due to the Member under this Agreement by applying the amount of any such distribution first to the payment of any unpaid interest on all Tax Payment Loans of the Member and then to the repayment of the principal of all Tax Payment Loans of the Member. The Members shall take all actions necessary to enable the Company to comply with the provisions of any Withholding Tax Act applicable to the Company and to carry out the provisions of this subsection.

ARTICLE V—MANAGEMENT

5.01. Power and Authority of the Members.

(a) **Member Management.** Management of the business and affairs of the Company shall be vested in the Members. The Company may act only by actions taken by or under the direction of the Members in accordance with this Agreement. The Members shall have all rights and powers relating to the Company.

(b) **Actions by Members.** Each Member shall be bound by, and hereby consents to, any and all actions taken and decisions made by the Members in accordance with the terms of this Agreement. Any action taken by a Member in connection with the organization of the Company, including the execution and delivery on behalf of the Company of the Certificate and the Transaction Documents, is hereby authorized and ratified. Any action to be taken under this Agreement by “the Members” shall be deemed to require the action of the Voting Members who hold a Majority of the Voting Units (the “Majority Members”). The Majority Members may delegate authority in writing to any Person, including a Member so designated, to bind the Company as provided in Section 5.04, and subject to the limitations

in subsection (c) of this Section 5.01.

(c) **Limitations.** Without limiting the generality of the requirements of subsection (b) of this Section 5.01, unless approved by the Majority Members (without delegation), the Company shall not:

- (1) engage in a merger or consolidation with or into any corporation, partnership, limited liability company, or any other entity, whether or not the company shall be the surviving entity of such merger or consolidation;
- (2) sell all or substantially all of its assets to any Person;
- (3) divide into two or more limited liability companies;
- (4) engage in any business transaction that is substantially similar to any of those described in paragraphs (1) through (3) above;
- (5) amend, alter, or repeal any provision of this Agreement;
- (6) issue any Units or enter into any agreement for the issuance of any Units;
- (7) create or issue any other other security convertible into or exercisable for any Units or other equity security, nor enter into an agreement for the issuance thereof;
- (8) purchase or redeem any Units or make any distribution thereon, nor enter into an agreement for any of such actions;
- (9) create or issue any debt security;
- (10) pay, or obligate the Company to pay, any individual expense above \$500, or any series of related expenses that total more than \$500 over a twelvemonth period; or
- (11) hire any employee or independent contractor.

5.02. Conflicts of Interest.

(a) **Other Business Interests.** Any Member or Affiliate thereof may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company and the Members shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the company, shall not be deemed wrongful or improper. No Member or Affiliate thereof shall be obligated to present any particular investment opportunity to the Company even if the opportunity is of a character that, if presented to the Company, could be taken by the Company, and any Member or Affiliate thereof shall have the right to take for its own account (individually or as a partner or fiduciary) or to recommend to others any such particular investment opportunity.

(b) **Interested Transactions.** A contract or transaction between the Company and one or more of its Members or Officers, or between the Company and another domestic or foreign association in which one or more of its members or officers has a management role or a financial or other interest, shall not be void or voidable solely for that reason, or solely because the Member or Officer is present at or participates in the meeting of the Members that authorizes the contract or transaction, or solely because the vote of the Member is counted for that purpose, if:

- (1) the material facts as to the relationship or interest and as to the transaction are disclosed or known to the Members entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of those Members; or
- (2) the contract or transaction is fair to the Company as of the time it is authorized,

approved, or ratified by the Members.

5.03. Limitation of Liability. None of the Members shall be personally liable, as such, for monetary damages (other than under criminal statutes and under federal, state, and local laws imposing liability for the payment of taxes) for any action taken, or any failure to take any action, unless the Member's conduct constitutes self-dealing, willful misconduct, or recklessness. No amendment or repeal of this Section shall apply to or have any effect on the liability or alleged liability of any Person who is or was a Member for or with respect to any acts or omissions of the Member occurring prior to the effective date of such amendment or repeal. If the Act is amended to permit a Pennsylvania limited liability company to provide greater protection from personal liability for its Members than the express terms of this Section, this Section shall be construed to provide for such greater protection.

5.04 Officers; Delegation and Duties.

(a) **Election.** The Company shall have such Officers, employees and agents as shall be necessary or desirable to conduct its business as determined by the Majority Members from time to time. The Majority Members may elect a Member or other Person to serve as an Officer, and any number of offices may be held by the same Person. The Majority Members may assign titles to the Officers elected. If the Majority Members elect an Officer with a title that is commonly used for an officer of a business corporation, the assignment of that title shall constitute the delegation of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made by the Members or as specifically provided in this Agreement. Any number of offices may be held by the same Person. The salaries or other compensation, if any, of the Officers, other employees, and agents of the Company shall be fixed from time to time by the Majority Members or such other Persons as have been delegated that authority.

(b) **Tenure.** Except as otherwise provided by the Act or by this Agreement and unless otherwise specified in the vote appointing an Officer, an Officer shall hold office until his or her successor is elected or until his or her earlier resignation or removal. Any Officer may resign by delivering a written resignation to the Majority Members, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event. Any Officer may be removed at any time by the Majority Members for any reason, and the Majority Members may fill any vacancy in any office for the remainder of a specific unexpired term.

ARTICLE VI—MEMBERS

6.01. Voting Rights of Members. On any matter presented to the Voting Members for a vote, the Voting Members shall have a number of votes that corresponds to their ownership of Voting Units with one vote per Voting Unit.

6.02. Action by Voting Members. Except as otherwise provided in the Act, the Certificate, or this Agreement, whenever any action is to be taken by the Voting Members, it shall be taken only upon receiving the affirmative vote of a majority of the votes cast by all Voting Members entitled to vote thereon. Recording the fact of abstention does not constitute casting a vote.

6.03. Meetings of Voting Members.

(a) **Quorum.** A meeting of the Voting Members shall not be organized for the transaction of business unless a quorum is present. The presence of Voting Members entitled to cast at least a majority of the votes that all Voting Members are entitled to cast on a particular matter to be acted upon at the meeting shall constitute a quorum. The Voting Members present at a duly organized meeting can continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, the Voting

Members present may adjourn the meeting to such time and place as they may determine. Those Voting Members entitled to vote who attend a meeting of Voting Members that has been previously adjourned for one or more periods aggregating at least fifteen days because of an absence of a quorum, although less than a quorum, shall nevertheless constitute a quorum for the purpose of acting upon any matter set forth in the notice of the meeting if the notice states that those Voting Members who attend the adjourned meeting shall nevertheless constitute a quorum for the purpose of acting upon the matter.

(b) **Location.** All meetings of the Voting Members shall be held at the principal place of business of the Company or at such other place within or outside the Commonwealth of Pennsylvania as shall be specified or fixed in the notice thereof.

(c) **Adjournment.** The chair of the meeting, or the Voting Members present and entitled to vote by a vote of the Voting Members, shall have the power to adjourn a meeting from time to time, without any notice other than announcement at the meeting of the time and place at which the adjourned meeting will be held.

(d) **Annual Meeting.** An annual meeting of the Voting Members, for the election of Officers and for the transaction of such other business as may properly come before the meeting, shall be held on such date and at such time as the Members shall fix and set forth in the notice of the meeting, which date shall be within thirteen months after the date of organization of the Company or the last annual meeting of Voting Members, whichever most recently occurred. If an annual meeting is not called and held within six months after the time required by the previous sentence, any Voting Member may call the meeting at any time thereafter.

(e) **Special Meetings.** Special meetings of the Voting Members for any proper purpose or purposes may be called at any time by the Voting Members entitled to cast at least a majority of the votes that all Voting Members are entitled to cast at the particular meeting. Only business within the purpose or purposes described in the notice of the meeting may be conducted at a special meeting of the Voting Members. The notice shall specify the time and location of the meeting.

(f) **Notices.** Notice of a meeting of Voting Members shall be given to the Voting Members in accordance with Section 10.01.

(g) **Waiver of Notice.** A waiver of notice of a meeting signed by the Voting Member entitled to the notice, whether before or after the meeting, shall be deemed equivalent to the giving of the notice. Attendance of a Voting Member at a meeting constitutes a waiver of notice of the meeting, except where a Voting Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.04. Proxies.

(a) **General Rule.** Every Voting Member entitled to vote at a meeting of the Voting Members or to express consent or dissent without a meeting may authorize another Person to act for the Voting Member by proxy. The presence of, or vote or other action at a meeting of Voting Members by, or the expression of consent or dissent by, a proxy of a Voting Member shall constitute the presence of, or vote or action by, or consent or dissent of, the Voting Member.

(b) **Minimum Requirements.** Every proxy shall be executed by the Voting Member or by the duly authorized attorney-in-fact of the Voting Member and filed with the Company. A written or electronic signature of the Voting Member on the proxy shall be sufficient for purposes of this Section if the proxy sets forth a confidential and unique identification number or other mark furnished by the Company to the Voting Member for the purposes of a particular meeting or transaction.

(c) **Revocation.** A proxy, unless coupled with an interest, shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been given to the Company. An unrevoked proxy shall not be valid after three years from the date of its execution unless a longer time is expressly provided in the proxy. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of the death or incapacity is given to the Company.

6.05. Conduct of Meetings. All meetings of the Voting Members shall be presided over by the chair of the meeting, who shall be an individual chosen by a vote of the Voting Members present. The Person presiding at the meeting shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him or her in order.

6.06. Action by Consent or Remote Participation.

(a) **Action by Consent.** Any action required or permitted to be taken at a meeting of Voting Members may be taken without a meeting, without prior notice, and without a vote, upon the consent of Voting Members who would have been entitled to cast the minimum number of votes that would be necessary to authorize the action at a meeting at which all Voting Members entitled to vote thereon were present and voting. The consents shall be in writing or in electronic form and shall be filed with the Company. An action taken by less than unanimous consent of the Voting Members shall not become effective until after at least ten days' written notice of the action has been given to each Voting Member entitled to vote thereon who has not consented thereto.

(b) **Remote Participation.** The presence or participation, including voting and taking other action, at a meeting of Voting Members, by conference telephone or other electronic means, including the Internet, shall constitute the presence of, or vote or action by, the Voting Member.

6.07. Voting by Joint Holders of Units. Where Units are held in any form of joint or common ownership by two or more Persons:

(1) if less than all of those Persons are present in Person or by proxy at a meeting of the Voting Members, all of the Units held in joint or common ownership shall be deemed to be represented at the meeting and the Company shall accept as the vote of all the Units the vote cast by a majority of those Persons present; and

(2) if the Persons are equally divided upon whether the Units held by them shall be voted or upon the manner of voting the Units, the voting of the Units shall be divided equally among the Persons without prejudice to the rights of those Persons among themselves.

6.08. Liability of Members. The Members, as such, shall not be liable for the debts, obligations, or liabilities of the Company except to the extent required by the Act.

**ARTICLE VII—INDEMNIFICATION OF OFFICERS
AND OTHER AUTHORIZED REPRESENTATIVES**

7.01 Indemnification. The Company shall indemnify any Person who was or is a party to, or is threatened to be made a party to, or is otherwise involved in any threatened, pending, or completed action or proceeding, including actions by or in the right of the Company, whether civil, criminal, administrative, or investigative, by reason of the fact that the Person is or was a Member or an Officer, or while holding any such position is or was serving at the request of the Company as a director, manager, Officer, employee, agent, fiduciary, or other representative of another corporation (for-profit or not-for-

profit), limited liability company, partnership, joint venture, trust, employee benefit plan, or other enterprise, against all liabilities, expenses (including reasonable attorneys' fees), judgments, fines, excise taxes, and amounts paid in settlement in connection with the action or proceeding unless the act or failure to act by the Person giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness. The Company shall have the power to indemnify employees and agents of the Company on the same basis as provided in this Section with respect to the Members and Officers, and to advance expenses to employees and agents on the same basis as provided in Section 7.02, as the Members may from time to time determine or authorize.

7.02. Advancement of Expenses. Expenses (including reasonable attorneys' fees) incurred by any Person who was or is a Member or an Officer in defending any action or proceeding referred to in Section 7.01 shall automatically be paid by the Company, without the need for action by the Members, in advance of the final disposition of the action or proceeding upon receipt of an undertaking by or on behalf of the Person to repay the amount advanced if it shall ultimately be determined that the Person is not entitled to be indemnified by the Company.

7.03. Exception. Notwithstanding anything in this Article VII to the contrary, the Company shall not be obligated to indemnify any Person under Section 7.01 or advance expenses under Section 7.02 with respect to proceedings, claims, or actions commenced by that Person, other than mandatory counterclaims and affirmative defenses.

7.04. Interpretation. The indemnification and advancement of expenses provided by or pursuant to this Article VII shall not be deemed exclusive of any other rights to which any Person seeking indemnification or advancement of expenses may be entitled under any insurance policy, agreement, vote of Members, or otherwise, both as to actions in the Person's official capacity and as to actions in another capacity while holding an office, and shall continue as to a Person who has ceased to be a Member or an Officer and shall inure to the benefit of the heirs, executors, and administrators of the Person. If the Act is amended to permit a Pennsylvania limited liability company to provide greater rights to indemnification and advancement of expenses for its Members and Officers than the express terms of this Article VII, this Article VII shall be construed to provide for such greater rights.

7.05. Contract. The duties of the Company to indemnify and to advance expenses to a Member or an Officer as provided in this Article VII shall be in the nature of a contract between the Company and each such Person, and no amendment or repeal of any provision of this Article VII shall alter, to the detriment of such Person, the right of the Person to the advancement of expenses or indemnification related to a claim based on an act or failure to act that took place prior to the amendment or repeal or the termination of the service of the Person as a Member or an Officer, whichever is earlier.

ARTICLE VIII—BOOKS, RECORDS, REPORTS; BANK ACCOUNTS; INFORMATION RIGHTS

8.01. Maintenance of Books.

(a) **Financial Records.** The Company shall keep books and records of accounts that shall be maintained on a cash basis, or such other method as is required for federal income tax purposes, in accordance with the terms of this Agreement, except that the Capital Accounts of the Members shall be maintained in accordance with Section 4.04.

(b) **Company Records.** In addition to the financial records required to be maintained under subsection (a), the Company shall keep the following records:

- (1) a list setting forth the full name and last known mailing address of each Member;

- (2) a copy of the Certificate and all amendments thereto;
- (3) copies of all of the Company's federal, state, and local income tax returns and annual financial statements
- (4) copies of the currently effective written operating agreement, and all amendments thereto, and copies of any operating agreements no longer in effect; and
- (5) minutes of the proceedings of the Members and any committees.

8.02. Reports. The Company shall furnish to its Members annual financial statements, including at least a balance sheet as of the end of each fiscal year and a statement of income and expenses for the fiscal year. The financial statements shall be prepared on the basis of generally accepted accounting principles, if the Company prepares financial statements for the fiscal year on that basis for any purpose. The financial statements shall be mailed by the Company to each of the Members within 120 days after the close of each fiscal year. Statements that are not audited or reviewed by a public accountant shall be accompanied by a statement of the Person in charge of the Company's financial records stating his or her reasonable belief as to whether or not the financial statements were prepared in accordance with generally accepted accounting principles and, if not, describing the basis of presentation, and describing any material respects in which the financial statements were not prepared on a basis consistent with those of the previous year.

8.03. Financial Accounts. The Members shall establish and maintain one or more separate bank and investment accounts in the Company name with financial institutions and firms that the Members determine. The Members may not commingle the Company's funds with the funds of any Member.

8.04 Confidentiality.

(a) **General Rule.** Each Member shall keep confidential and not disclose, divulge, or use for any purpose (other than to monitor the Member's investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement, unless the confidential information (i) is known or becomes known to the public in general (other than as a result of a breach of this Section 8.04 by the Member), (ii) is or has been independently developed or conceived by the Member without use of the Company's confidential information, or (iii) is or has been made known or disclosed to the Member by a third party without a breach of any obligation of confidentiality that third party may have to the Company.

(b) **Exceptions.** Notwithstanding subsection (a), a Member may disclose confidential information (i) to the Member's attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring the Member's investment in the Company, (ii) to any prospective purchaser of the Member's Units, if the prospective purchaser agrees to be bound by the provisions of this Section 8.04, (iii) to any affiliate, partner, Member, stockholder, or wholly owned subsidiary of the Member in the ordinary course of business, if the Member has informed the receiving Person that the information is confidential and directs the Person to maintain the confidentiality of the information, or (iv) as may otherwise be required by law if the Member promptly notifies the Company of the disclosure and takes reasonable steps to minimize the extent of any required disclosure. Nothing in this Section 8.04 shall affect the Member's ability to use information in connection with a commercial relationship between the Member and the Company.

(c) **Other Agreements.** If any Member shall have entered into a separate agreement with the Company that includes confidentiality provisions, the terms of any such separate agreement shall control to the extent that there are any conflicts with the terms of this Section 8.04.

**ARTICLE IX—DISSOLUTION, LIQUIDATION,
AND TERMINATION**

9.01. Dissolution. The Company shall dissolve, and its affairs shall be wound up, only upon the first to occur of the following:

- (1) the affirmative vote, consent, or agreement of the Voting Members holding a majority of the outstanding Voting Units; or
- (2) the entry of an order of judicial dissolution of the Company under Subchapter G of the Act.

9.02. Liquidation and Termination.

(a) **Procedure.** On dissolution of the Company, the Members shall appoint one or more representatives or Voting Members as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Members. The steps to be accomplished by the liquidator are as follows:

(1) as promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(2) the liquidator shall first pay, satisfy, or discharge from company funds all of the debts, liabilities, and obligations of the Company to its creditors (including all expenses incurred in liquidation and any advances described in Section 4.03) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine), all in accordance with the provisions of the Act as may be applicable;

(3) after all of the payments required by paragraph (2) have been made, any remaining assets of the Company shall be distributed to the holders of Units as follows: (A) the liquidator may sell any or all company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the holders of Units; (B) with respect to all company property that has not been sold, the fair market value of that property shall be determined and the Capital Accounts of the holders of Units shall be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in property that has not been reflected in the Capital Accounts previously would be allocated among the holders of Units if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and (C) after completion of the steps in subsections (A) and (B), the remaining assets shall be distributed to the holders of Units in an amount equal to the credit balance in each of their Capital Accounts, after giving effect to all contributions, distributions, and allocations for all periods.

(b) **Distributions.** All distributions in kind to the Members under this Section shall be made subject to the liability of each distributee for costs, expenses, and liabilities relating to the assets distributed in kind theretofore incurred or for which the Company has committed prior to the date of termination and those costs, expenses, and liabilities shall be allocated to the distributees pursuant to this Section. The distribution of cash or property, or both, to a Member in accordance with the provisions of this Section constitutes a complete return to the Member of its Capital Contributions and a complete

distribution to the Member of its Membership Interest in all the Company's property. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

9.03. Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the Capital Account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement to all Members in proportion to their respective Percentage Interests, upon dissolution of the Company such deficit shall not be an asset of the Company and such Members shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

9.04. Certificate of Dissolution. On completion of the liquidation of company assets as provided herein, the Company is terminated, and the Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of dissolution with the Department of State of the Commonwealth of Pennsylvania and take such other actions as may be necessary to terminate the existence of the Company.

ARTICLE X—GENERAL PROVISIONS

10.01. Notices.

(a) To Members or Officers. Any notice of a meeting or for any other purpose required to be given to an Officer individually or to a Member under the provisions of this Agreement or by the Act shall be given either personally, in which case it shall be deemed given when given, or by sending a copy thereof:

(1) by first-class or express mail, postage prepaid, or courier service, charges prepaid, to the postal address or street address of the Person appearing on the books of the Company or, in the case of Officers, supplied by the Officer to the Company for the purposes of notice; notice pursuant to this subsection shall be deemed to have been given to the Person entitled thereto (A) on the third business day after the date when deposited in the United States mail or (B) on the first business day after the date sent by courier service for delivery to that Person.

(2) by facsimile transmission, e-mail, or other electronic communication to the Person's facsimile number or address for e-mail or other electronic communications supplied by the Person to the Company for the purpose of notice; notice pursuant to this subsection shall be deemed to have been given to the Person entitled thereto when sent.

(b) To the Company. Any notice to the Company must be given at the principal place of business of the Company to an Officer designated by to receive notice. Notice pursuant to this subsection may be given in any manner described in subsection (a), but shall not be deemed to have been given unless it is actually received at the principal place of business of the Company.

10.02. Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement among the Members and the Company with respect to the subject matter hereof and supersede all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

10.03. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a

Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the period of the applicable statute of limitations has run.

10.04. Amendment. This Agreement or the Certificate may be amended from time to time by vote of the Voting Members at any annual or special meeting of the Voting Members. All amendments must be in writing and shall take effect when notice thereof is given to the Voting Members pursuant to Section 10.01. A revision of Annex A pursuant to Section 3.01 shall not be considered an amendment of this Agreement requiring a vote.

10.05. Binding Effect and Rights of Third Parties. This Agreement has been adopted to govern the operation of the Company, and shall be binding on and inure to the benefit of the Members and their respective heirs, personal representatives, successors, and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person, except a Person entitled to indemnification, contribution, or advancement of expenses under Article VII. Except and only to the extent provided by applicable statute, no such creditor or other Person shall have any rights under this Agreement.

10.06. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania (including provisions concerning limitations of actions), without reference to the conflicts of laws rules of that or any other jurisdiction, except that federal laws shall also apply to the extent relevant.

10.07. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by law.

10.08. Arbitration. All disputes arising under this Agreement shall promptly be submitted to arbitration in Schuylkill County, Pennsylvania before one arbitrator in accordance with the rules of the American Arbitration Association. The arbitrator may assess costs, including counsel fees, in such manner as the arbitrator deems fair and equitable. The award of the arbitrator shall be final and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction.

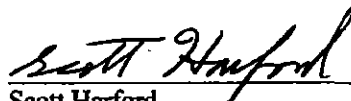
10.09. Construction and Interpretation. Whenever the context requires, the gender of any word used in this Agreement includes the masculine, feminine, or neuter, and the number of any word includes the singular or plural. Unless specified otherwise, all references to Articles and Sections refer to articles and sections of this Agreement, and all references to Annexes are to annexes attached hereto, each of which is made a part hereof for all purposes. The headings in this Agreement are for convenience only; they do not form a part of this Agreement and shall not affect its interpretation. The word "including" shall be interpreted so as not to be all inclusive, *i.e.*, in a manner consistent with the phrases "including, without limitation" and "including, but not limited to."

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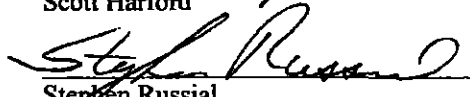
10.10. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all of the Initial Members.

IN WITNESS WHEREOF, the Company and the Initial Members of the Company have caused this Agreement to be executed as of the day and year first above written.

MEMBERS:



Scott Harford



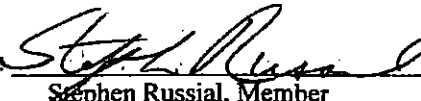
Stephen Russial

COMPANY:

New Horizons Energy Services LLC

By: 

Scott Harford, Member

By: 

Stephen Russial, Member

ANNEX A

November 15, 2023

Name and Address of Each Member	Units
Scott Harford 90 Josie Dr. Bellefonte, PA 16823	510 Voting Units
Stephen Russial 1222 Schuylkill Mountain Rd. Schuylkill Haven, PA 17972	490 Voting Units

Stephen Russial

1222 Schuylkill Mountain Rd., Schuylkill Haven PA 170972 • Cell: 570-449-3935 • scrussial@gmail.com

Professional Experience Summary

A veteran professional with thirty-five years of experience in the regulated and de-regulated energy industry. Demonstrated abilities to design, manage, and implement business plans, sell electro-technologies and energy services.

Accomplishments

- Continue to manage electric and gas supply for medium size C&I clients located in competitive markets in PJM, Texas, and CAISO.
- Involved in the sale, preliminary design, installation and commissioning of over 20 mW of behind-the-meter solar PV and Combined Heat and Power (CHP) projects.
- Sold and managed a 50 mW portfolio of clients in the PJM Demand Response Program.
- Sold and managed a 100 mW portfolio of clients buying competitive electric supply in PJM.
- Served as VP – Energy Services for a small utility consulting practice building the firm's billable revenues for electricity and gas supply services from \$30K to over \$500K in two years.
- Participated in several PJM working groups charged with shaping the development of the competitive wholesale energy and capacity markets in the PJM footprint.
- Served as a sales and marketing consultant for the former Pennsylvania Power & Light Company promoting the use of energy efficient technologies in the C&I market segment.

Work History

Co-founder and President, 2024 to present

New Horizons Energy Services LLC

Primary client to date has been CM3 Building Solutions Inc. located in Fort Washington PA

Founder and President, 2015 to present

NSJ LLC – Schuylkill Haven PA

Primary client has been A1 Energy located in Manheim PA

Founder and President, 2003 to 2015

J3 Energy Group Inc. – Schuylkill Haven PA

VP-Energy Services, 2001 to 2003

Utilitech Inc. - Reading PA

Senior Engineer, 1997 to 2001

GPU Advanced Resources – Green Hills PA

GPUAR was the competitive supply start-up of General Public Utilities Corporation prior to the merger with First Energy. Responsibilities included developing retail electric pricing models used to support electric supply proposals offered to the C&I market segment.

Engineer, 1990 - 1997

Pennsylvania Power & Light – Hazleton PA

Responsible for the electric service needs of small to medium C&I customers located in the Central Division of the utility

Education

M.B.A. Finance, University of Pittsburgh, 1987

B.S.E.E. Electrical Engineering, Carnegie-Mellon University, 1983

Certified Energy Manager CEM (former)

Scott Harford

90 Josie Drive, Bellefonte, PA 16823 • Cell: 5704362285 • scottrharf@gmail.com

Professional Experience Summary

An experienced professional with Forty-four years of demonstrated experience in sales, marketing, business development, project management, and engineering in the regulated and de-regulated utility industry. Demonstrated abilities to plan, manage, and implement business strategies goal and objectives resulting in increased revenues and lower operating costs.

Accomplishments

- Managed the start-up of electric procurement operations and consultative services at Penn State Facilities Engineering Institute serving Pennsylvania State Government agencies & state universities in managing participation in electric choice and the PJM Emergency Demand Response Program. Since 2009, over eighty million dollars in avoided electric costs were achieved for the Commonwealth of Pennsylvania and the State System of Higher Education. Generated revenues exceeding nineteen million dollars managing the PJM Demand Response program for the Commonwealth of Pennsylvania and the State System of Higher Education.
- Advised Pennsylvania State Government agencies on the development, management and operations of photovoltaic and cogeneration projects and associated sales of energy, capacity, and Renewable Energy Credits.
- Managed the COSTARS Electric Procurement services for the Department of General Services since 2010. Achieved over 6.7 million dollars in avoided electric costs for over 120 COSTAR member clients.
- Managed the start-up and operation of a new business division at Energy Technologies Inc. focused on providing NEBB certified air & water balancing services. The division grew to annual gross revenues of \$150,000 per year.
- Established, trained, and managed a sales team at PPL Energy Plus selling electric commodities in support of major marketing campaigns. Managed over two hundred clients and generated \$12 million dollars in annual sales.

Work History

Energy Engineer, 04/2009 to Present

Pennsylvania State Facilities Engineering Institute – State College, Pennsylvania

Provide consultative services through Penn State Facilities Engineering Group to Pennsylvania State Government agencies and the State System of Higher Education in managing providing electric supply procurement services and managing participation in the PJM Demand Response Programs. Managed the sale of generation capacity, energy, and tier I and II RECs from a 3 MW photovoltaic array and a 6 MW cogeneration system.

Principle - New Horizons Energy Services LLC, – Co-founder of New Horizons Energy Services LLC, 2024 to present.

Energy Engineer, 07/2008 to 04/2009

Northampton Community College – Northampton, Pennsylvania

Performed, prepared, and presented in-depth energy and productivity improvement evaluations for industrial and commercial clients through a partnership with the Energy Technology Application Center at Northampton Community College and Pennsylvania Technical Assistance Program, Penn TAP.

Scott Harford

90 Josie Drive, Bellefonte, PA 16823 • Cell: 5704362285 • scottrharf@gmail.com

Engineer, 07/2007 to 07/2008

Tobyhanna Army Depot – Tobyhanna, Pennsylvania

Performed evaluation and engineered solutions to mobile military radar and command structures serving all United State Army and foreign ally nations.

Independent Consultant, 07/2004 to 07/2007

Harford Consulting – Mountaintop, Pennsylvania

Worked with the following energy and engineering firms as an independent consultant.

J3 Energy - Managed the start-up and execution of electric & natural gas procurement and energy conservation & management consulting services to commercial & industrial clientele in Central & Northeast Pennsylvania.

Hagen Engineering, Arris Engineering, Smith Miller Engineering - Prepared plumbing, mechanical, fire protection design & field survey CAD drawings.

Manager Testing Services, 07/2002 to 07/2004

Energy Technologies – Drums, Pennsylvania

Managed the start-up of a new profit center at Energy Technologies Inc. focused on providing NEBB certified air & water balancing services to mechanical contracting firms in Northeast & Central Pennsylvania. The division grew to annual gross revenues of \$150,000 per year.

Senior Engineer, 07/2000 to 07/2002

PPL Generation – Hazleton, Pennsylvania

Conducted performance testing at numerous PPL Generation sites to support plant overhaul evaluations of equipment efficiency improvements.

Account Executive/ Project Manager, 07/1997 to 07/2000

PPL Energy Plus and Spectrum Energy LLC – Allentown, Pennsylvania

PPL Energy Plus - Account Executive – Developed and implemented business plans, customer literature, sales strategies, and incentives to educate and solicit customers for entrance into a PUC pilot and formal de-regulated electric marketplace. This established PPL Energy Plus as a major statewide retail electric energy supplier.

PPL Energy Plus - Account Executive - Established, trained, and managed an account management/sales team to sell electricity supply in support of major marketing campaigns. Managed over two hundred clients and generated \$12 million dollars in annual sales.

Spectrum Energy - Project Manager -Product expert providing technical and economic evaluations to sales force in determining which generation technologies, internal combustion, micro-turbine, or fuel cells, could meet the needs of clients.

Power Engineer, 07/1982 to 07/1997

Pennsylvania Power & Light Co. – Allentown, Pennsylvania

Provided consultative engineering services to industrial and commercial customers in the PP&L Northeastern Pennsylvania service area promoting electric powered HVAC and non-conventional off-peak storage heating systems resulting in sales of \$15.4 million.

Education & Achievements

Scott Harford

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Bachelor of Engineering: Mechanical, 1982
Manhattan College - Riverdale, NY
ASHRAE Anthracite Chapter — President, 1987

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

**Example
CERTIFICATE OF SERVICE**

On this the 12TH day of MAY 2026 I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom or a USB flash drive, 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

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

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

FirstEnergy Pennsylvania Electric Company
Legal Department
341 White Pond Drive
Akron, OH 44320


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

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

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

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

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



Stephen Russial, President
New Horizons Energy Services LLC