



HERCULES ENERGY

A DIVISION OF HERCULES LED

5411 Market Street
Youngstown, OH 44512
1-844-437-2533

Public Service Commission of the District of Columbia
1325 G Street, N.W., Suite 800
Washington, DC 20005
202-626-5100

Re: *Formal Case No. EA 2020-14, In the Matter of the Application of Hercules Energy, LLC for an Electricity Supplier License; and Formal Case No. GA 2020-10, In the Matter of the Application of Hercules Energy, LLC for a Natural Gas Supplier License.*

To Whom It May Concern:

Attached to this cover letter you will find the documents and/or information requested in the deficiency letter sent to us on January 6, 2021. It was also requested that we verify what type of services we are applying for as our applications stated "Broker/Marketer"; **Hercules Energy, LLC will be applying for "Broker" status only.** If any other information is needed or missing, please feel free to let me know.

Thank you,

Brooke Shilling

Brooke Shilling
Administrative Assistant
Hercules Energy, LLC
330-330-8963
bshilling@herculesled.com

**DISTRICT OF COLUMBIA ELECTRIC ENERGY AGREEMENT
COMMERCIAL SERVICE - FIXED PRICE**

This Electric Energy Agreement (the "Agreement") is effective the [Day] day of [Month] 20[Year] (the "**Effective Date**") between ENGIE Resources LLC ("**ENGIE**") and Customer Legal Entity Name ("**Customer**").

SECTION 1. TRANSACTION TERMS AND CONDITIONS

- 1.1 **Purchase and Sale.** ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service. Customer's consumption is variable and not subject to a maximum or minimum usage limit, however Customer may not close a facility or service location or otherwise discontinue electric service prior to the End Date.
- 1.2 **Term.** Service shall commence on the first available Utility Transfer Date on or following the Start Date as specified in Attachment A, Exhibit 1. Service shall remain through the first available Utility Transfer Date following the End Date. Customer's options for service beyond the End Date are: i) executing a new agreement with ENGIE, ii) transferring to another supplier, or iii) providing a written request to ENGIE to transfer service to the default service provider. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability. The Utility Transfer Date is the date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands third parties are, in part, responsible for enrollment timeliness. Customer may request ENGIE offer a "blend and extend" agreement for Customer to benefit from lower rates in exchange for a Term extension.
- 1.3 **Billing and Payment.** For each Billing Cycle, ENGIE will deliver to Customer an invoice of charges due for the preceding Billing Cycle. ENGIE may use estimated data subject to reconciliation upon receipt of final data. Payment shall be by check or electronic funds transfer (EFT) within 20 days after the date of invoice. For ETF, Customer shall provide account information and authorize ENGIE to collect payment by automatic draft from Customer's bank account. Overdue payments will be charged a 1½ % late fee. ENGIE may report payment history to credit agencies. If an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE. An invoice dispute is waived unless raised within 24 months after the invoice is rendered or an adjustment is made. ENGIE may sell its receivables to the utility pursuant to its purchase of receivables ("POR") program; the terms and conditions of the POR program shall control. When available, ENGIE will use utility consolidated billing (a single bill containing ENGIE and Utility Related Charges).
- 1.4 **Contract Price.** Customer shall pay the Contract Price per kWh of electric energy consumed in a Billing Cycle. It may include a broker fee and includes non-utility charges including energy, ancillary services, congestion, capacity, losses, and current network integrated transmission and transmission enhancement charges (provided that changes to rate effective after contract execution may be passed through to Customer). It does not include Taxes, Utility Related Charges, or Reliability Must Run charges. Installed (or unforced) capacity pricing may be adjusted by the final net load clearing price for periods outside the PJM RPM Base Residual Auction rates cleared as of the contract date.
- 1.5 **Conditions to Transact.** Service may be conditioned upon a credit screen by ENGIE; a review of Customer's recent invoices, verification of a satisfactory credit score, or the requirement that Customer provide credit support such as cash deposit, letter of credit or alternate means of bill payment. Customer consents to the recording of a transaction validation telephone call.
- 1.6 **Addition or Deletion of Facilities.** Customer may request to add facilities at the Contract Price, or delete facilities without penalty, up to the point at which consumption volumes, net of all additions or deletions, is not more than 20% above or below Customer's monthly anticipated consumption by zone (the "Add/Delete Band"). Facility addition(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, added at the Contract Price. If not, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, deleted without penalty. If ENGIE does not delete such facility(ies) without penalty, Customer shall pay ENGIE an early Termination Payment within 20 days of notice. The timing of completion for any addition/deletion shall be determined by enrollment/drop rules for the applicable market.

SECTION 2. GENERAL TERMS AND CONDITIONS

- 2.1 **Notices.** Notices, correspondence, and address changes (to the contact specified in Section 4) shall be in writing and delivered by post or email and deemed received on the date transmitted or delivered (after business hours received on next Business Day) and notice by overnight mail or courier deemed received 2 Business Days after it was sent.
- 2.2 **Taxes and Title.** Taxes shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by a governmental authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes. Title, liability and risk of loss shall pass from ENGIE to Customer at the delivery point.
- 2.3 **Credit.** If ENGIE has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement has or may become unsatisfactory, ENGIE shall provide Customer with written notice requesting a deposit equal to 3 times the average amount invoiced by Billing Cycle. Upon receipt of notice, Customer shall have 3 Business Days to provide the deposit to ENGIE.
- 2.4 **Force Majeure.** "Force Majeure" shall mean an event beyond the control of a Party. If either Party is rendered unable by Force Majeure to fulfill obligations, such Party shall give notice and details to the other Party. During a Force Majeure, the obligations of the Parties (other than payments) will be suspended. The Party claiming Force Majeure will make reasonable attempts to remedy the effects and continue performance; This provision shall not be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at other than the delivery point(s). Force Majeure shall not include a decision to shut down, sell, relocate or economic loss.
- 2.5 **Early Termination / Cancellation.** If Customer cancels this Agreement prior to the Start Date, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider during the Transaction Term, Customer will be charged

an Early Termination Fee equal to the Contract Price less the Current Market Price multiplied by the amount of electric energy supply Customer failed to consume calculated based on historical usage. The Current Market Price is the wholesale price of energy as determined by ENGIE in a commercially reasonable manner. ENGIE may terminate this Agreement if Customer's utility/distribution company removes Customer from the consolidated billing program and requires that ENGIE bill Customer separately for energy supply; or Customer fails to make any payment or deposit when due; or Customer has filed a petition or otherwise commences a proceeding under a bankruptcy law. If ENGIE terminates this Agreement for one of the reasons set forth, Customer will be charged an Early Termination Fee and remain obligated to pay for all electricity received and any interest, fees and penalties incurred by ENGIE. The Early Termination Fee shall be due within 15 Business Days of written notice to Customer.

- 2.6 Limitation of Liability. For breach of any provision, the liability of the defaulting party is limited as set forth and all other damages or remedies are waived. If no remedy is set forth, the liability of the defaulting party is limited to direct actual damages and all other damages are waived. In on event shall either party be liable for or entitled to consequential, punitive, or indirect damages.
- 2.7 Indemnification. Except as limited by 2.6, each Party shall indemnify, defend and hold the other harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided herein.
- 2.8 Representations and Warranties. Each Party represents and warrants that: (a) it is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business; (b) it has regulatory authorizations, permits and licenses necessary to legally perform all obligations; (c) the execution, delivery and performance of this Agreement are within its powers; (d) this Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms; (e) it is not Bankrupt and there are no reorganization, receivership or other proceedings pending or threatened against it; and (f) it has read this Agreement and fully understands all rights and obligations. Customer further represents that no facility listed on Attachment A, Exhibit 1 is for a residence. ENGIE makes NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- 2.9 Assignment. Neither Party will assign this Agreement without written consent of the other Party, however, the transfer by ENGIE of account receivables shall not require Customer consent. Consent shall not be unreasonably withheld.
- 2.10 Change in Law. If there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any costs relating to the provision of services herein, such costs shall be passed through to Customer.
- 2.11 Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to any conflicts of law principal. Each party consents to the personal jurisdiction in Harris County, Texas and waives any right to trial by jury.
- 2.12 Misc. No modification to this Agreement will be enforceable unless in writing and executed by both Parties. If any provision of this Agreement is unenforceable, the other provisions shall remain enforceable. Indemnity obligations will survive termination. In any action to collect amounts due, prevailing Party shall be entitled to recover costs, expenses, and reasonable attorneys' fees.
- 2.13 Consumer Protection Regulations. Customer hereby waives any and all customer protection rules or regulations as established by the District of Columbia Public Service Commission.

SECTION 3. DEFINITIONS

Billing Cycle means, for each account, the period between meter read dates rendered either by ENGIE or the applicable utility.

Business Day means any day except a Saturday, Sunday, or a Federal Bank holiday, 8:00 a.m.-5:00 p.m. for the relevant Party's principal place of business. The relevant Party shall be the Party to whom the notice or payment is being sent/received by.

Firm Full Requirements Service means that either Party shall only be relieved of its obligations hereunder without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Utility Related Charges means charges by a utility from transmission and distribution (including network transmission); stranded costs or transition costs; system reliability, rate recovery, under-collections, amortization, and market purchases or energy load repurchases.

SECTION 4. NOTICES

CUSTOMER INFORMATION	BUSINESS CONTACT	BILLING CONTACT
Name and Title		
Address		
City, State, Zip		
Phone Number		
Email Address		
Federal Tax ID Number ((EIN)		
DUNS No.		

ENGIE RESOURCES		PAYMENT INFORMATION	
1360 Post Oak Blvd, Suite 400 Houston, Texas 77056 1-866-MYENGIE care@engieresources.com		<u>Mailing Address:</u> Engie Resources LLC PO Box 841680 Dallas, Texas 75284-1680 <u>Electronic Payments:</u> Bank of America Merrill Lynch Dallas ABA: 026009593 Account Number: 4451335207	<u>Overnight Mailing Address:</u> Engie Resources LLC Bank of America Lockbox Services - Lockbox 841680 1950 N Stemmons Freeway - Suite 5010 Dallas, Texas 75207 <u>Self-service billing online:</u> MyEngiePortal https://accounts.engieresources.com

☐ Check here if accounts are tax exempt and send certificates to care@engieresources.com. No exemption is applied until receipt of tax certificates.

Customer agrees to the Agreement and verifies the facility(ies) is/are owned by or under Customer's control and Customer has authority to enter into this Agreement. **THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES.**

Customer:	Customer Legal Entity Name	ENGIE Resources LLC
Signature:		Signature:
Print Name:		Print Name:
Print Title:		Print Title:
Date:		Date:

**ELECTRIC ENERGY AGREEMENT
COMMERCIAL SERVICE – PJM - INDEX ALL PASS THROUGH**

CUSTOMER INFORMATION

Business Name (<i>legal contracting entity</i>):	
DBA / Assumed Name:	
Customer Contact Name & Title:	
Telephone:	
E-mail:	
Identification: (<i>one of the following</i>)	
Federal Tax ID No. (EIN) _____	DUNS No. _____ State ID or DL No. _____
Physical Business Address: (<i>cannot be a P.O. Box</i>)	
Billing/Mailing Address:	

CONTRACT INFORMATION

Product: INDEX ALL PASS-THROUGH	Contract price (\$/kwh): \$0.
Start Date: <small>Enrollment on Utility Transfer Date on or after:</small>	End Date: <small>Utility Transfer Date on or following:</small>
_____/01/_____ (MONTH/DAY/YEAR)	_____/Last Day/_____ (MONTH/DAY/YEAR)

The Utility Transfer Date is the date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, damage, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands that third parties are, in part, responsible for enrollment timeliness.

ACKNOWLEDGMENT AND CONSENT

I agree to the Product and Contract Price and Terms of Service at the accounts listed below. **THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES.** I have reviewed the Facility/Service Address(es) and Account Number(s) below for accuracy and verify each is owned by me or under my control and I have the authority to enter into this Agreement. **If your maximum demand is 500kW or less, you may cancel this Agreement until midnight of the 3rd business day after the Effective Date. To cancel, contact ENGIE's customer service department at 1-888-232-6206 or custserv@na.engie.com.**

Customer Signature:		ENGIE Signature:	
Print Name:		Print Name:	
Print Title:		Print Title:	
Date:		Date:	

ENGIE Resources LLC
1360 Post Oak Blvd, Houston, TX 77056
1-888-232-6206
CustServ@engie.com
www.engieresources.com

☐ Check here if accounts are tax exempt and send certificates to custserv@engie.com. No exemption is applied until ENGIE's receipt of tax certificates

FACILITIES/ACCOUNTS

NO.	FACILITY NAME/ SERVICE ADDRESS	CITY, STATE, ZIP	UTILITY	DELIVERY POINT	ACCOUNT NUMBER
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

SECTION 1. TERMS OF SERVICE

- 1.1 Purchase and Sale. ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service. Customer's consumption is variable and not subject to a maximum or minimum usage limit, however Customer may not close a facility or service location or otherwise discontinue electric service prior to the End Date.
- 1.2 Term. Service shall commence on the first available Utility Transfer Date on or following the Start Date. Service shall remain through the first available Utility Transfer Date following the End Date. Customer's options for service beyond the End Date are: i) executing a new agreement with ENGIE, ii) transferring to another supplier, or iii) providing a written request to ENGIE to transfer service to the default service provider. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability. The Utility Transfer Date is the date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands third parties are, in part, responsible for enrollment timeliness. Customer may request ENGIE offer a "blend and extend" agreement for Customer to benefit from lower rates in exchange for a Term extension.
- 1.3 Billing and Payment. For each Billing Cycle, ENGIE will deliver to Customer an invoice of charges due for the preceding Billing Cycle. ENGIE may use estimated data subject to reconciliation upon receipt of final data. Payment shall be by check or electronic funds transfer (EFT) within 20 days after the date of invoice. For ETF, Customer shall provide account information and authorize ENGIE to collect payment by automatic draft from Customer's bank account. Overdue payments will be charged a 1½ % late fee. ENGIE may report payment history to credit agencies. If an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE. An invoice dispute is waived unless raised within 24 months after the invoice is rendered or an adjustment is made. ENGIE may sell its receivables to the utility pursuant to its purchase of receivables ("POR") program; the terms and conditions of the POR program shall control. When available, ENGIE will use utility consolidated billing (a single bill containing ENGIE and Utility Related Charges).
- 1.4 Contract Price: Monthly Index Charge. Customer shall pay an amount equal to the product of the electric energy consumed and the weighted average (in accordance with a particular account's hourly consumption or utility rate class consumption profile) of the hourly Day Ahead Locational Marginal Price as posted by the ISO. Customer shall pay the Retail Adder Price per kwh of electric energy consumed which may include a broker fee. The Retail Adder Price does not include Taxes, Utility Related Charges, renewable energy portfolio standards and compliance fees, or Regulatory Charges (Real-time Reliability Must Run charges). Changes in capacity and transmission costs, charges and obligations by the ISO or utility/distribution company will be passed through to Customer in a commercially reasonable manner. If you are on an index product that changes based on market conditions, there is not a limit on how much the price may change from one billing cycle to the next.
- 1.5 Ancillary Services. Ancillary Services are not included in the Contract Price and shall include, but not be limited to the following charges passed through to Customer in a commercially reasonable manner: day ahead operating reserves, real time operating reserves, regulation, synchronized reserves, supplemental reserves, synchronous condensing, reactive services, inadvertent interchange, transmission owner scheduling system control and dispatch, PJM scheduling system control and dispatch, reactive supply and voltage control, black start, NERC/RFC charges, expansion cost recovery charges, transmission enhancement charges, RPS (renewable energy portfolio standards) compliance fees, generation deactivation (RMR), marginal loss credits, auction revenue rights, and any other ISO charges or administrative fees incurred in connection with the delivery of energy.
- 1.6 Loss Multiplier. Customer shall be subject to a charge for the pass through of ISO and utility distribution company tariff-imposed loss charges incurred in connection with delivery of energy and losses incurred in connection with the distribution and transmission of energy. Customer's consumption shall be subject to a loss multiplier charge, calculated by multiplying Customer's hourly kWh usage by the Loss Multiplier factor. The Loss Multiplier factor may be adjusted by ENGIE if Customer's utility adjusts its loss recovery through a tariff modification. This adjusted consumption volume shall be used when calculating Customer's Monthly Index Charge.
- 1.7 Capacity Charge. Customer shall pay the Capacity Charge for each Billing Cycle equal to the following: (1) the Capacity Charge shall be equal to the product of (i) the fixed capacity price and (ii) the capacity obligation (in kW) as assigned to Customer's accounts by the utility and/or ISO for the relevant period; or (2) the capacity charge shall be equal to any capacity-related ISO charges attributable to Customer's account(s) for the relevant period.
- 1.8 Transmission: Contract Price does not include costs (if any) for Transmission Enhancement Charge Adjustments arising from FERC's order in Docket No. EL05-121-009. Such costs shall be allocated to the Customer in a commercially reasonable manner. Customer shall pay ENGIE the Transmission Charge for each Billing Cycle equal to the product of (i) the applicable transmission rate for the Billing Cycle in accordance with the PJM Open Access Transmission Tariff; and (ii) the transmission obligation (in kW) as assigned by the local utility to the relevant Customer account in accordance with the PJM Open Access Transmission Tariff; and (iii) the number of days in the Billing Cycle. Changes to the PJM Open Access Transmission Tariff transmission price and transmission obligation will be effective beginning the first meter read after the effective date of the change, new price and/or obligation value.
- 1.9 Conditions to Transact. Service may be conditioned upon a credit screen by ENGIE, a review of Customer's recent invoices, verification of a satisfactory credit score, or the requirement that Customer provide credit support such as cash deposit, letter of credit or alternate means of bill payment. Customer consents to the recording of a transaction validation telephone call.
- 1.10 Addition or Deletion of Facilities. Customer may request to add facilities at the Contract Price, or to delete facilities without penalty, up to the point at which consumption volumes, net of all additions or deletions, is not more than 20% above or below Customer's monthly anticipated consumption by zone (the "Add/Delete Band"). Facility addition(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, added at the Contract Price. If not, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's discretion, deleted without penalty. If ENGIE does not delete such facility(ies) without penalty, Customer shall pay ENGIE an early Termination Payment within 20 days of notice. The timing of completion for any addition/deletion shall be determined by enrollment/drop rules for the applicable market.

SECTION 2. GENERAL TERMS AND CONDITIONS

- 2.1 Notices. Notices, correspondence, and address changes (to the contact specified in Section 4) shall be in writing and delivered by post or email and deemed received on the date transmitted or delivered (after business hours received on next Business Day) and notice by overnight mail or courier deemed received 2 Business Days after it was sent.
- 2.2 Taxes and Title. Taxes shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by a governmental authority. Customer will be responsible for, pay, and indemnify ENGIE for all Taxes hereunder, whether imposed on Customer or ENGIE. ENGIE may collect such Taxes from Customer by increasing ENGIE charges for the amount of such Taxes. Title, liability and risk of loss shall pass from ENGIE to Customer at the delivery point.
- 2.3 Credit. If ENGIE has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement has or may become unsatisfactory, ENGIE shall provide Customer with written notice requesting a deposit equal to 3 times the average amount invoiced by Billing Cycle. Upon receipt of notice, Customer shall have 3 Business Days to provide the deposit to ENGIE.
- 2.4 Force Majeure. "Force Majeure" shall mean an event beyond the control of a Party. If either Party is rendered unable by Force Majeure to fulfill obligations, such Party shall give notice and details to the other Party. During a Force Majeure, the obligations of the Parties (other than payments) will be suspended. The Party claiming Force Majeure will make reasonable attempts to remedy the effects and continue performance; This provision shall not be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at other than the delivery point(s). Force Majeure shall not include a decision to shut down, sell, relocate or economic loss.
- 2.5 Early Termination / Cancellation. Customer may terminate or cancel this Agreement without penalty upon Customer's written notice to ENGIE at least thirty (30) days prior to termination. Customer shall remain liable for electricity service provided to Customer prior to the termination. ENGIE may terminate this Agreement if Customer's utility/distribution company removes Customer from the consolidated billing program and requires that ENGIE bill Customer separately for energy supply; or Customer fails to make any payment or deposit when due; or Customer has filed a petition or otherwise commences a proceeding under a bankruptcy law.
- 2.6 Limitation of Liability. For breach of any provision, the liability of the defaulting party is limited as set forth and all other damages or remedies are waived. If no remedy is set forth, the liability of the defaulting party is limited to direct actual damages and all other damages are waived. In no event shall either party be liable for or entitled to consequential, punitive, or indirect damages.
- 2.7 Indemnification. Except as limited by 2.6, each Party shall indemnify, defend and hold the other harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided herein.
- 2.8 Representations and Warranties. Each Party represents and warrants that: (a) it is duly organized, validly existing, in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business; (b) it has regulatory authorizations, permits and licenses necessary to legally perform all obligations; (c) the execution, delivery and performance of this Agreement are within its powers; (d) this Agreement constitutes a legally valid and binding obligation enforceable in accordance with its terms; (e) it is not Bankrupt and there are no reorganization, receivership or other proceedings pending or threatened against it; and (f) it has read this Agreement and fully understands all rights and obligations. Customer further represents that no facility listed the facility table is a residence. ENGIE makes NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- 2.9 Assignment. Neither Party will assign this Agreement without written consent of the other Party, however, the transfer by ENGIE of account receivables shall not require Customer consent. Consent shall not be unreasonably withheld.
- 2.10 Change in Law. If there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any costs relating to the provision of services herein, such costs shall be passed through to Customer.
- 2.11 Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to any conflicts of law principal. Each party consents to the personal jurisdiction in Harris County, Texas and waives any right to trial by jury.
- 2.12 Misc. No modification to this Agreement will be enforceable unless in writing and executed by both Parties. If any provision of this Agreement is unenforceable, the other provisions shall remain enforceable. Indemnity obligations will survive termination.
- 2.13 Delaware Customer Disclosure. Pursuant to Section 2.1.1.9.6 and 3.4 of the DE Public Service Commission ("PSC") Rules for Certification and Regulation of Electric Suppliers, a Small Commercial Customer shall: (i) have 10 days from the date the electric distribution company provides customer with the confirmation letter of customer's supplier selection, to rescind the contract with the supplier; and (ii) have the right, upon relocation outside of the electric distribution company service territory, to terminate the contract with the supplier without a termination fee upon 30 days prior written notice. In the event of an electric-related emergency, such as a power outage, please contact the electric distribution company. To contact the E PSC at 861 Silver Lake Boulevard, Cannon Building-Suite 100, Dover, Delaware 19904, call (302) 736-7500. "Small Commercial Customer" means a retail electric customer taking service under Delmarva Power & Light's tariff, currently on file with the Commission, Service Classification "Small General Service-Non Demand Rate" or the Delaware Electric Cooperative, Inc.'s tariff, currently on file with the Commission, Service Classification "General Service." Any Small Commercial Customer who has joined an affiliated non-Small Commercial Customer or a non-Residential Customer for the purpose of contracting for electric supply service shall be exempt from the definition of a Small Commercial Customer. "Electric distribution company" is the public utility owning and/or operating the transmission and/or distribution facilities in the State of Delaware.
- 2.14 Maryland Customer Disclosure. Customer hereby waives any and all customer protection rules or regulations as established by the Maryland Public Service Commission. Maryland regulations require ENGIE to inform you that if you are on an index product that changes based on market conditions, there is not a limit on how much the price may change from one billing cycle to the next.
- 2.15 New Jersey Customer Disclosure. ENGIE's New Jersey BPU License No. is E-SL-0061. Repairs/Outages: In the event an emergency condition arises requiring repairs to any equipment transmitting, distributing or measuring electric energy at the facility(ies), then Customer shall contact the applicable local utility at the phone number listed here: Utility Information: PSE&G: 1-800-436-7734; JCPL: 1-800-662-3115; Conectiv: 1-800-642-3780; O&R: 1-877-434-4100; ACE: 1-800-642-378.
- 2.16 Pennsylvania Customer Disclosure. INFORMATION FOR SMALL BUSINESS ACCOUNTS (accounts that receive service under a small commercial, small industrial or small business rate classification, and whose maximum peak load was less than 25 kW within the last 12 months). Electric Generation Supplier License Number: A-110156. Default Service Provider (Local Utility Company) Information:

DEFAULT SERVICE PROVIDER	TELEPHONE NUMBER
Metropolitan Edison Company/ Met-Ed	1-800-545-7741
Pennsylvania Electric Company/ Penelec	1-800-545-7741
Duquesne Light Company	1- 888-393-7100

Philadelphia Electric and Gas Company/ PECO	1-800-841-4141
Allegheny Power/ West Penn Power	1-800-255-3443
PPL Electric Utilities	1-800-342-5775
Pennsylvania Power Company/ Penn Power	1-800-720-3600
UGI Electric / UGI Utilities	1-800-962-1212

Service Complaints: If you are dissatisfied with your service, please contact ENGIE to discuss. If you are still, you may contact the PA PUC at 1-800-PUC-1110. Generation prices and charges are set by the electric generation supplier you have chosen; ENGIE is your generation supplier. The PUC regulates distribution prices and services; regulation by the Pennsylvania PUC sets the prices charged to you by your local utility company, and will be reflected on a separate bill you will receive from your local utility. The Federal Energy Regulatory Commission regulates transmission prices and services. If you have a fixed term agreement and it is approaching the expiration date, or whenever we propose to change the terms of service, you will receive written notification in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. We will explain your options to you in these advance notifications.

SECTION 3. DEFINITIONS

Billing Cycle means, for each account, the period between meter read dates rendered either by ENGIE or the applicable utility.

Business Day means any day except a Saturday, Sunday, or a Federal Bank holiday, 8:00 a.m.-5:00 p.m. for the relevant Party's principal place of business. The relevant Party shall be the Party to whom the notice or payment is being sent/received by.

Firm Full Requirements Service means that either Party shall only be relieved of its obligations hereunder without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Utility Related Charges means charges by a utility from transmission and distribution (including network transmission); stranded costs or transition costs; system reliability, rate recovery, under-collections, amortization, and market purchases or energy load repurchases.

26-Jan-2021

Your FR-500 New Business Registration has been submitted to the District of Columbia Office of Tax and Revenue.

To access this request for future use, please check the following:

Email: **pmunroe@fluentricciardi.com**

Confirmation Code: **7dxw9p**

For questions regarding this confirmation, please contact the Customer Service Administration at e-services.otr@dc.gov.

Additionally, if you are registering for withholding wages for services performed in the District, registration with OTR does not automatically register your business with the Department of Employment Services (DOES) for Unemployment Insurance (UI) tax. If you are required to register with DOES, please visit <https://essp.does.dc.gov>. For UI Tax inquiries, please contact DOES at UITax.Info@dc.gov.

ATTACHMENT D

**FORM OF INTEGRITY BOND
FOR AGGREGATORS AND BROKERS**

INTEGRITY BOND-SURETY BOND

Bond No. 106931342

We,

Hercules Energy, LLC
(Name of supplier)

5411 Market Street Boardman, OH 44512
(Address of supplier)

as principal, and

Travelers Casualty and Surety Company of America
(Surety Company)

6150 Oak Tree Blvd. Suite 500 Independence, OH 44131
(Address of surety)

as surety authorized to do business in the District of Columbia, are held and firmly bound to the Public Service Commission of the District of Columbia, as obligee for the use and benefit of all persons establishing legal rights hereunder, in the sum of TEN THOUSAND 00/100 (\$10,000) lawful money of the United States of America, to the payments of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, severally, and firmly by this document.

WHEREAS, the Principal has applied to the Public Service Commission of the District of Columbia for a license to provide natural gas service to retail Customers in the District of Columbia, and

WHEREAS, pursuant to the Retail Natural Gas Licensing and Consumer Protection Act of 2004, the Public Service Commission of the District of Columbia is authorized to require the Principal to maintain a bond in order to provide retail natural gas service.

NOW, THEREFORE, if the Principal shall faithfully and truly fulfill all of its service or product contracts and other contractual commitments to deliver retail natural gas services, and not file for bankruptcy or for similar protection under law, then this obligation shall be void, otherwise to remain in full force and effect as security for the use of the Public Service Commission of the District of Columbia or of any person or entity, who after entering into a service or product contract or third party supplier agreement for service in the District of Columbia with the above named Principal is actually and directly damaged or suffers any actual or direct loss by reason of failure of service or by other breach or bankruptcy by this Principal.

The aggregate liability of the Surety is limited to the foregoing sum which sum shall be reduced by any payment made in good faith hereunder.

The term of this bond is for the period beginning 11/25/2020 and terminating 11/25/2021, and may be continued for an annual period by Continuation Certificate signed by the Principal and Surety, a copy of which must be served by registered mail upon the Secretary of the Public Service Commission of the District of Columbia.

In order to draw funds on this Bond, the Public Service Commission of the District of Columbia shall issue an order stating that the Licensee is financially insolvent or unable to meet its obligations as for restitution to any Licensee's Customer who has suffered actual damages or loss of a deposit or prepayment (as such terms defined in Sections 4704 and 4705 of Chapter 47 of Title 15 DCMR) in a specific amount by means of failure, or by reason of breach of contract or violation of the Retail Natural Gas Licensing and Consumer Protection Act of 2004 and/or regulations, rules or standards promulgated pursuant thereto.

SIGNED, SEALED AND DATED this 25th day of November, 2020

Principal: Hercules Energy, LLC

By: 

(Signatory) James E. Rosan

Surety: Travelers Casualty and Surety Company of America

Address of Surety: _____

6150 Oak Tree Blvd. Suite 500

Independence, OH 44131

By: 

(Signatory) Trent H. Cailor, Attorney-in-Fact
Cailor Fleming Insurance
P.O. Box 3989
Youngstown, OH 44513-3989

Notary Seal



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **TRENT H CAILOR** of **YOUNGSTOWN**, Ohio, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

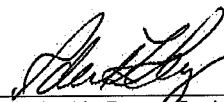
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By: _____


Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

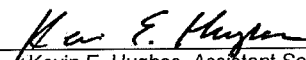
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of November, 2020.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



Christine Countryman

Billing Customer Care: 1-800-243-0210 ext. 4300123

Fax: 1-800-283-2422

Email: wic@westfieldgrp.com

Search

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Account # 3470605139 >

Account Information - # 3470605139

Customer: HERCULES LED LLC	Address: 5411 MARKET ST BOARDMAN, OH 44512-2615	EFT Status: No Sign Up	Make Payment
Account Balance with Fees: \$6,577.50	Current Amount Due with Fees: \$0.00	Past Due Amount with Fees:	Date Billed: 10/11/2020
Last Payment Received: \$873.25 on 10/31/2020	Suspense Amount: ? \$0.00	Future Installments: View Schedule	Agency: 3400920 - CAILOR FLEMING INSURANCE

Policies on Account - # 3470605139

Policy	Policy Balance w/o Fees	Amount Due w/o Fees	Due Date	Status	Payment Plan	Audit Balance	Escrow Balance
BOP 035322P	\$6,577.50	\$0.00		Active	Monthly		

Recent Account Transactions - # 3470605139

Transaction	Processing Date	Eff/Due Date	Total Amount	Breakdown	Amount Breakdown
Payment Applied	10/31/2020	10/31/2020	\$873.25	BOP 035322P Installment Fee	\$867.25 \$6.00
Payment Received - Bank	10/31/2020	10/31/2020	\$873.25		
Endorsement	10/28/2020	10/28/2020	\$462.00	BOP 035322P	\$462.00
Endorsement	10/27/2020	10/22/2020	\$912.00	BOP 035322P	\$912.00
Invoice	10/11/2020	11/01/2020	\$873.25	BOP 035322P Installment Fee	\$867.25 \$6.00
Payment Applied	09/28/2020	09/27/2020	\$873.25	BOP 035322P Installment Fee	\$867.25 \$6.00
Payment Received - Bank	09/28/2020	09/27/2020	\$873.25		
Invoice	09/13/2020	10/01/2020	\$873.25	BOP 035322P Installment Fee	\$867.25 \$6.00
Payment Applied	08/25/2020	08/25/2020	\$873.25	BOP 035322P Installment Fee	\$867.25 \$6.00
Payment Received - Bank	08/25/2020	08/25/2020	\$873.25		

[View All Account Transactions](#)

JAMES E. ROSAN

Youngstown, OH
3308835511
j.rosan@ymail.com

WORK EXPERIENCE

Owner

01/2014 to Present

Hercules LED, LLC / Hercules Energy, LLC
5411 Market Street Youngstown, OH 44512

With over 30 years of sales and management experience, I am focused on enhancing my company's growth and customer base with integrity. We save our customers money in electricity by converting their facilities to LED lighting and more cost effective energy supply. Our goal is to help our clients save money and maintain a long a prosperous business relationship.

Account Representative

04/2012 to 01/2014

Titan LED
Youngstown, OH

Learned the value and benefits of LED lighting. Obtained new accounts through cold calling, telemarketing and networking,

Area Sales Manager

11/2008 to 03/2012

Pitney Bowes
Brecksville, OH

Managed a sales team to obtain new and existing business in order to achieve sales goals. Successfully fulfilled all positions starting from a Sales Representative, Field Sales Manager and Area Sales Manager. President's Club and Top Honors Award winner each year eligible.

SKILLS

Sales Experience - 10+ years

Management experience - 10+ years

Business Ownership - 7 years

EDUCATION

Campbell Memorial

High school or equivalent

Business

Campbell, OH

09/1984 to 06/1988



ERIC LAMB

Hubbard, OH
330-619-9069
elamb@herculesled.com

Impactful Vice President of Sales Operations with proven track record in sales leadership and operations and strong project management, strategic communications and cross-collaboration influencing skills. Independently oversees objectives and key results to achieve budgets and growth plans. Passionate about creating enriching work environment, developing people and creating opportunities for top performers.

WORK EXPERIENCE

Vice President of Sales Operations

01/2017 to Present

Hercules LED, LLC

Youngstown, OH

- Generated reporting and analysis to support sales forecasting and planning to reach monthly, quarterly and yearly revenue goals.
- Liaised with other directors and departmental heads to align operational and sales priorities with total company direction.
- Built, trained and managed sales and operational teams to carry out sales initiatives and reach objectives.
- Coached and promoted high-achieving sales and account management employees to fill leadership positions with qualified staff and boost company growth.
- Developed and executed sales presentations as well as both internal and external product training workshops.
- Monitored customer buying trends, market conditions and competitor actions to adjust strategies and achieve sales goals.
- Communicated product quality and market comparisons by creating sales presentations.
- Held one-on-one meetings with to identify selling hurdles and offered insight.

Energy Consultant

01/2017 to Present

Hercules LED, LLC

Youngstown, OH

- Developed and reviewed energy model documentation and gathered supporting information.
- Collected and organized data, built financial and economic models and developed data visualizations to perform quantitative analyses.
- Performed energy audits on large and small commercial clients.
- Presented and explained energy efficiency programs to social, commercial and industrial audiences.
- Prepared audit reports containing energy analysis results or recommendations for energy cost savings.
- Recommended energy-efficient technologies or alternate energy sources.

- Taught customers how to reduce energy usage and directly cut costs with proactive strategies.
- Cold Calling

Sales Representative

02/2003 to 06/2015

Lamb Financials

Hubbard, OH

- Helped resolve client problems quickly with superior customer service.
- Implemented marketing strategies and techniques, increasing revenue and customer satisfaction.
- Efficiently solved complex problems that impacted management.
- Built strong rapport with clients by understanding needs and clearly explaining products.
- Utilized effective communication and active listening skills to create client rapport to grow profitability.
- Initiated sales strategies by recruiting new clients through approved methods.
- Proactively managed client correspondence and recorded all tracking and communications.
- Managed business development initiatives by developing impactful customer relationships and executing benefit-oriented presentations to increase revenue.
- Increased revenue by acquiring new customers and determining needs to offer relevant products.

SKILLS

Sales presentations - 10+ years

Coaching and mentoring - 10+ years

Direct sales - 10+ years

Sales processes - 10+ years

B to B sales - 5 years

Cold Calling - 5 years

EDUCATION

Hubbard High School

High school or equivalent

General Studies

Hubbard, OH