

ATTACHMENT A

**APPLICATION FOR LICENSE TO SUPPLY ELECTRICITY
OR ELECTRIC GENERATION SERVICES TO THE PUBLIC IN THE
DISTRICT OF COLUMBIA**

You may use the attached form to submit your application. (Please remove this instruction sheet prior to filing.) If you need more space than is provided on this form, then you can create an attachment to this application. You may also attach exhibits. All attachments/exhibits must be labeled or tabbed to identify the application item to which they respond. You are also required to file an electronic version of this document (excluding “confidential” information) which must be converted to the Portable Document Format (“PDF”) before filing.

To file an application with the District of Columbia Public Service Commission (“Commission”), file a signed and verified original and an electronic version of your application and attachments, and a nonrefundable license fee of four hundred dollars (\$400.00) (payable to “D.C. Public Service Commission”) with the Commission Secretary in Washington, D.C.:

**Commission Secretary
Public Service Commission of the District of Columbia
1325 G Street, N.W., Suite 800
Washington, D.C. 20005**

Questions pertaining to the completion of this application may be directed to the Commission at the above address or you may call the Commission at the following number: (202) 626-5100. You may reach the Commission electronically at psc-commissionsecretary@dc.gov.

If your answer to any of the Application questions changes during the pendency of your Application, or if the information relative to any item herein changes while you are operating within the District of Columbia, you are under a duty to so inform the Commission immediately. After an Application has been approved a Licensee must inform the Commission of changes to all parts of the Application and the averment regarding any civil, criminal or regulatory penalties, etc. imposed on Applicant, *et al.* must be updated. A Licensee must inform the Commission of changes to the averment regarding bankruptcy proceedings instituted voluntarily or involuntarily within one business day of the institution of such proceedings. A Licensee/Electricity Supplier also is required to officially notify the Commission if it plans to cease doing business in the District of Columbia sixty (60) days prior to ceasing operations.

Confidentiality: Sections 4d and 14 of this Application related to ownership of the Applicant (to the extent such information is not already public) and financial information, respectively, will be treated as confidential information by the Commission to the extent permitted by law if the Applicant requests such treatment by stamping or marking the materials in question as “CONFIDENTIAL.” Any interested person may request, however, release of this information by filing such a request with the Commission. If such a request is made, Applicant shall have the burden of proving the confidential nature of the information. The Commission will notify the

Applicant of any request for release of this information, and will permit the Applicant the opportunity to respond to the request through written motion filed with the Commission prior to the Commission's determination on the request.

If you are applying to provide service as an Aggregator or as a Broker (as defined in Commission regulations), who do take title to electricity as a part of providing that service, you do not need to fill out certain questions in this Application. The exempted questions are marked.

Applicable law: The provisions set forth in this application related to the licensing of Electricity Suppliers and the provision of electricity and electric generation services are addressed in detail in the "Retail Electric Competition and Consumer Protection Act of 1999," and in Commission orders and regulations.

Statements made in this Application are made under penalty of perjury (D.C. Code Section 22-2402), false swearing (D.C. Code Section 22-2404), and false statements (D.C. Code Section 22-2405). Perjury is punishable by a fine of up to five thousand dollars (\$5,000) or imprisonment for up to ten (10) years, or both. False statements are punishable by a fine not more than one thousand dollars (\$1,000) or imprisonment for not more than one hundred eighty (180) days, or both. Further amendments to these Code sections shall apply. If the Commission has reliable information that an Applicant has violated any or all of these sections of the Code, the Commission will forward the information to the appropriate law enforcement agency. Statements made in this Application are also subject to Commission regulations, which require the Applicant to certify the truthfulness of the contents of this Application. Any Applicant in violation of these regulations is subject to the penalties found in the "Retail Electric Competition and Consumer Protection Act of 1999," D.C. Code Section 34-1508.

BEFORE THE DISTRICT OF COLUMBIA PUBLIC SERVICE COMMISSION

Application Docket No. _____

Application of Leapfrog Power, Inc., d/b/a (“doing business as”)

Leap

for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) broker, [specified in item 10 below] to the public in the District of Columbia.

To the District of Columbia Public Service Commission:

BUSINESS INFORMATION

1. IDENTITY OF THE APPLICANT:

a. Legal Name LEAPFROG POWER, INC.

Current Mailing Address: 2443 Fillmore St
#380-8379
San Francisco, CA 94115

Street Address (if different): _____

Telephone Number: 408-476-5059

Website URL: https://www.leap.energy/

Other States, including District of Columbia, in which the Applicant is now or has been engaged in the retail sale of electricity and the names under which the Applicant is engaged or has been engaged in such business(es) Applicant may limit response to the last three (3) years:

Name: N/A

Business Address: _____

License # State of Issuance: N/A

Other states in which the Applicant has applied to provide retail electric service but has been rejected. Applicant may limit response to the last three (3) years:

State(s): N/A

Date of Application: N/A

Attach additional sheets to the application if necessary.

- b. Trade name** (If Applicant will not be using a trade name, skip to question no. 2.a.):

Trade Name: Leap

- c.** The District of Columbia and other states, in which the Applicant has provided retail electric under the current Applicant name or in a different name but has voluntarily or involuntarily surrendered its license. Describe reasons for license surrender. With regard to a voluntary or involuntary license surrender in the District of Columbia only, state whether any previously outstanding assessments and/or penalties imposed by the Commission and the Office of the People's Counsel have been paid. If any previous assessments and/or penalties are unpaid, provide a date certain when those assessments and/or penalties will be paid. Applicant may limit response to the last five (5) years:

State(s): N/A

Date of License Surrender and Reasons for License Surrender:

N/A

In the District of Columbia, Amount of Paid Assessments and Unpaid Assessments/Penalties Following License Surrender and to Whom Owed (If Applicable)

N/A

Attach additional sheets to the application if necessary.

2.

- a. CONTACT PERSON-REGULATORY CONTACT:**

Name and Title: Trevor McManamon - Head of Market Development & Regulatory Affairs

Address: 2443 Fillmore St
#380-8379
San Francisco, CA 94115

Telephone: () 408-476-5059
Fax: ()
E-mail: marketdev.pjm@leap.energy

b. CONTACT PERSON-CUSTOMER SERVICE and CONSUMER COMPLAINTS (not required for Aggregators who do not take title and/or Brokers):

Name and Title: N/A

Address:

Telephone: ()
Fax: ()
E-mail:

3. RESIDENT AGENT:

Name and Title: C T CORPORATION SYSTEM

Address: 1015 15th St NW, Suite 1000, Washington, District of Columbia 20005

Telephone: () 888-449-2638
Fax: ()
E-mail: CLS-CTWashingtonDCFulfillment@wolterskluwer.com

4. PRIMARY COMPANY OFFICIALS

President/General Partners: Name(s) N/A

Business Address:

CEO/Managing Partner: Name Jason Michaels

Business Address: 2108 N St

Ste N

Sacramento, CA 95816

Secretary Name: N/A

Business Address: _____

Treasurer Name: Cindy Smith

Business Address: 2108 N St

Ste N

Sacramento, CA 95816

a. APPLICANT'S BUSINESS FORM: (select and complete appropriate statement)

- Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Other _____

b. STATE OF FORMATION: Applicant's business is formed under the laws of the State of Delaware

c. STATUS: Provide a certificate issued by the state of formation certifying that the Applicant is in good standing and qualified to do business in the state of formation.

See Attachment E

If formed under the laws of other than the District of Columbia, provide a certificate issued by the District of Columbia Department of Consumer and Regulatory Affairs (DCRA) certifying that the applicant is registered or qualified, to do business in the District of Columbia and is currently in good standing with DCRA and with the District Department of Finance and Revenue. See Attachment F

d. **OWNERSHIP:** Provide on a separate sheet the names and addresses of all persons and entities that directly or indirectly own ten percent (10%) or more of the ownership interests in the Applicant, or have the right to vote ten percent (10%) or more in the Applicant's voting securities, or who otherwise have the power to control ten percent (10%) or more of the Applicant. See Attachment G

5. **AFFILIATES, OR PRECEDECESSOR(S), ENGAGED IN THE SALE OR TRANSMISSION OF ELECTRICITY AT WHOLESALE OR RETAIL TO THE PUBLIC:** (select and complete appropriate statement) (Applicant may limit responses to the last five (5) years).

a. The Applicant has no such Affiliate(s) or Predecessors(s).

N/A

b. The Applicant is an Affiliate of a regulated utility. Please provide regulated utility's Name and the jurisdictions in which it operates:

N/A

c. The Affiliate(s), or Predecessor(s), other than a regulated utility that provides, or provided, sale or transmission of electricity at wholesale or retail to the public:

Name: N/A _____

Business Address: _____

License #, State of Issuance: _____

Location of Operations (Utility Service Territory): _____

Evidence of having met all applicable requirements of the PJM Interconnection, L.L.C. or another RTO or ISO (Attach evidence of being a signatory to all applicable agreements).

9. SOURCE OF SUPPLY: (Check all that apply) (not required for aggregators who do not take title and/or brokers)

- Not applicable. Applicant will not be supplying retail electricity.
- Applicant owns generation.
- Applicant contracts for generation.
- Applicant obtains generation on the spot market.
- Other – Applicant must attach a statement detailing its source of Generation.

SCOPE OF OPERATIONS

(Check all that apply)

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

- Generator of electricity in the wholesale or retail market.
- Marketer of electricity purchasing and taking title to electricity as an intermediary for sale to customers.
- Aggregator acting on behalf of customers to purchase electricity.
- Broker acting as an agent or intermediary on behalf of customers in the sale and purchase of electricity and who does not take title to electricity.

Does Applicant intend to offer competitive billing services? No

Is the Applicant proposing to offer any other services? Yes, see Attachment
If so, please provide information regarding the proposed service in an attached statement.

11. AREA OF OPERATION: If the Applicant does not intend to offer services throughout the Potomac Electric Power Company territory in the District of Columbia, Applicant must, in an attached statement, describe in detail the area within the Electric Company's service territory in which Applicant's services will be offered.

- Applicant intends to offer service throughout the Potomac Electric Power Company territory in the District of Columbia.

- Applicant intends to offer services in only a portion of Potomac Electric Power Company's service territory in the District of Columbia. Please see attached statement.

12. CUSTOMERS: Applicant proposes to initially provide services to (check all that apply):

- Residential Customers
 Commercial Customers
 Industrial Customers
 Other (Describe in attachment)

Also, Applicant proposes:

- Restrictions upon the number of end use customers (Describe in attachment).
 No restrictions on the number of end use customers.
 Restrictions upon the size of end use customers (Describe in attachment).
 No restrictions regarding the size of the end use customers (Describe in attachment).
 Other restrictions regarding customers (Describe in attachment).

13. START DATE: The Applicant proposes to begin delivering services:

- Upon approval of the Application and receipt of License.
 Other approximate date of commencement.

FINANCIAL INTEGRITY

14. REQUIRED DOCUMENTATION OF FINANCIAL INTEGRITY:

Check that the documents listed below are attached to the Application.

The Applicant shall provide the most recent versions of the following documents to the extent they are available:

- Credit reports or ratings prepared by established credit bureaus or agencies regarding the Applicant's payment and credit history.

- ☒ Balance sheets, income statements and statements of cash flow for the two (2) most recent twelve (12)-month periods for which information is available. Audited financial statements must be provided if they exist. In addition, the Applicant shall provide any financial statements subsequent to the most recent annual financial statements. See Attachment K
- In the event that a parent or other company, person or entity has undertaken to guarantee the financial integrity of the Applicant, the Applicant must submit such entity's balance sheet, income statement and statement of cash flow, together with documentation of such guarantee to insure the financial integrity of the Applicant. Audited financial statements must be provided if they exist. In addition, the Applicant shall provide any available quarterly financial statements subsequent to the most recent annual financial statements.
- If the Applicant, parent, or guarantor entity has not been in existence for at least two (2) twelve (12)-month periods, it must provide balance sheets, income statements and statements of cash flow for the life of the business. Audited financial statements must be provided if they exist.
- ☒ Organizational structure of Applicant. Include Applicant's parent, affiliate(s), and subsidiary(ies) if any. See Attachment L
- ☒ Evidence of general liability insurance. See Attachment M
- If the Applicant has engaged in the retail supply of electricity supply services in any other jurisdiction, evidence that the Applicant is a licensed supplier in good standing in those jurisdictions.
- A current long-term bond rating, or other senior debt rating.
- Any other evidence of financial integrity such as an unused line of bank credit or parent guarantees.

15. BONDING REQUIREMENTS

Integrity Bond

An Applicant who cannot provide credible evidence that it meets the financial integrity standards listed in Section 4605 of Chapter 46 of Title 15 DCMR must submit a bond on the form attached to this Application ("Integrity Bond"). The Applicant, if licensed by the Commission as an electricity supplier, may be required to update/revise this initial Integrity Bond, by revising the initial Integrity Bond or posting an additional Integrity Bond, as set forth in Section 4605.

However, an Applicant who can provide credible evidence that it meets the financial integrity standards listed in Section 4605 will not be required to submit an Integrity Bond. (The Applicant may still be required to submit a separate Customer Payments Bond, as discussed below.).

Customer Payments Bond

A separate bond on the appropriate form attached to this Application is mandatory if an Applicant requires prepayments and/or deposits from residential or small commercial customers (“Customer Payments Bond”). Please check one of the boxes below to state whether you, the Applicant, intend to charge, collect, or hold prepayments and/or deposits, as such terms are defined in the Bonding Requirements Addendum attached to this Application:

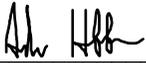
- Applicant will not accept prepayments or deposits from residential and small commercial customers.
- Applicant intends to accept prepayments or deposits and/or deposits from residential and small commercial customers. Applicant must comply with Bonding Requirements Addendum governing the Customer Payment Bond.

Further details regarding the District of Columbia’s bonding requirements are included in Sections 4604 and 4605 of Chapter 46 of Title 15 DCMR.

- 16. NOTICE OF REQUIRED COMPLIANCE:** The Applicant is hereby notified that it is required to comply with the following:
- a. The Applicant may be required to submit bond(s), as applicable as described in Section 15 herein.
 - b. The Applicant must update this application with the Commission immediately if any of the information provided in this Application changes or an error or inaccuracy is noted during the pendency of the Application. After an Application has been approved, a Licensee must inform the Commission of changes to all parts of the application and the averment regarding any civil, criminal, or regulatory penalties, etc. imposed on applicant, *et al.* within thirty days of the change or an error or inaccuracy is noted. A Licensee must inform the Commission of changes to the averment regarding bankruptcy proceedings instituted voluntarily or involuntarily within one business day of the institution of such proceedings.
 - c. Supplement this application in the event the Commission modifies the licensing requirements, or request further information.

- d. Agree that it will not present itself as a licensed retail supplier of electricity in the District of Columbia, sell or market services, accept deposits, prepayments, or contract with any end-use Customers without a license from the Commission.
 - e. Pay all fees imposed by the Commission and any applicable taxes.
 - f. Ensure that a copy of each service agreement entered into with Potomac Electric Power Company is provided to the Commission.
 - g. Attend an Electricity Suppliers Education Workshop sponsored by the Commission.
 - h. If certified, the Applicant shall institute a Privacy Protection Policy to protect against the unauthorized disclosure or use of information about a Customer or a Customer's use of service. A copy of that Policy shall be made available once a year, including any updates or changes, through electronic means or a hardcopy to the Customer and posted in a prominent place on each company's website.
 - i. Abide by 15 DCMR § 308 and refrain from disclosing information about a Customer or the Customer's use of electricity or electric generation services without the Customer's written consent.
 - j. Agrees to comply with 15 DCMR § 4602.12 Electric Company and Licensee Responsibilities in the event of a default after certification, and with the District of Columbia Electricity Supplier Coordination Tariff.
- 17. AFFIDAVITS REQUIRED.** The Applicant must supply Affidavits of Tax Compliance and General Compliance to the Commission with the completed Application. The affidavits are included with this Application packet and must be executed by the Applicant or representative with authority to bind the Applicant in compliance with District of Columbia laws.
- 18. FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur in the information upon which the Commission relied in approving the original filing.
- 19. FEE:** The Applicant has enclosed the required fee of \$400.00.

Applicant: LEAPFROG POWER, INC.

By: 

Printed Name: Andrew Hoffman

Title: Chief Development Officer

AFFIDAVIT OF TAX COMPLIANCE

State of Florida :
 :
 : SS
County of Orange :
 :

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

That he/she is the ^{Chief Development Officer} _____ (office of Affiant) of ^{LEAPFROG POWER, INC.} _____ (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant:

That ^{LEAPFROG POWER, INC.} _____, the Applicant herein, certifies to the Public Service Commission of the District of Columbia (“Commission”) that it is subject to, will pay, and in the past has paid, the full amount of District of Columbia and Federal taxes imposed by applicable statutes and ordinances, as may be amended from time to time. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of the District of Columbia, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall provide to the Commission its jurisdictional Gross Receipts and revenues from retail sales in the District, for the previous year or as otherwise required by the Commission.

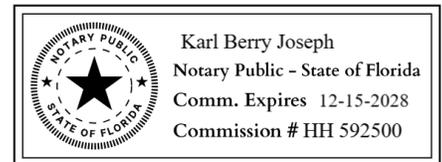
As provided by applicable Law, Applicant, by filing of this application waives confidentiality with respect to its tax information in the possession of the (appropriate taxing authority), regardless of the source of the information, and shall consent to the (appropriate taxing authority) providing that information to the Commission. The Commission shall retain such information confidentially. This does not constitute a waiver of the confidentiality of such information with respect to any party other than the Commission.

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

Signature of Affiant *AW HHH*

State of Florida, County of Orange
Sworn and subscribed before me this 7th day of Feb, 2025.
By Andrew Hoffman. Type of ID: Driver License

Karl Joseph Karl Berry Joseph
Signature of official administering oath



My commission expires 12/15/2028.

This notarial act was an online notarization

The Applicant agrees to comply with power pool, control area, regional transmission operator, and/or ISO standards and requirements, as applicable.

The Applicant agrees that it shall neither disclose nor resell customer data provided to the Applicant by Potomac Electric Power Company.

The Applicant agrees, if the Commission approves its Application, to post an appropriate bond or other form of financial guarantee as required by the Commission and its regulations.

If the Applicant is certified, but later defaults, the Licensee/Supplier agrees to comply with 15 DCMR § 4602.12, Electric Company and Licensee Responsibilities in the event of a default, and with the District of Columbia Electricity Supplier Coordination Tariff.

The Applicant agrees, pursuant to the requirements of § 4603, to complete the Electricity Supplier Education Workshop sponsored by the Commission. Successful completion of the Workshop by the Licensee shall be evidenced by a certificate issued by the Commission.

The Applicant, including any of its Predecessor(s) and/or affiliate that engages in or engaged in the sale or transmission of electricity at wholesale or retail to the public, the general partners, company officials, corporate officers or directors, or limited liability company managers or officers of the Applicant, its predecessor(s) or its affiliates:

1. Has had no civil, criminal or regulatory sanctions or Penalties imposed against it within the previous five (5) years pursuant to any state or federal consumer protection law or regulations, has not been convicted of any fraud-related crime (including, but not limited to, counterfeiting and forgery, embezzlement and theft, fraud and false statements, perjury, and securities fraud) within the last five (5) years; and has not ever been convicted of a felony; or alternatively.
2. Has disclosed by attachment all such sanctions, penalties or convictions.

The Applicant further certifies that it:

1. Is not under involuntary bankruptcy/insolvency proceedings including but not limited to, the appointment of a receiver, liquidator, or trustee of the supplier, or a decree by such court adjudging the supplier bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize the supplier; and
2. Has not filed a voluntary petition in bankruptcy under any provision of any Federal or state bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or without limiting the generality of the foregoing, a supplier admits in writing its inability to pay its debt

generally as they become due to consent to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property.

That Applicant possesses the requisite managerial and financial fitness to provide service at retail in the District of Columbia.

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

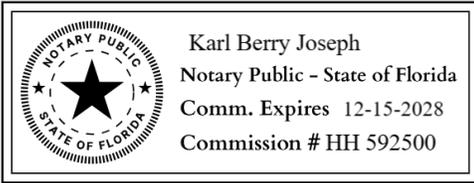


Signature of Affiant

State of Florida, County of Orange

Sworn and subscribed before me this 7th day of Feb, 2025.

By Andrew Hoffman. Type of ID: Driver License



Karl Berry Joseph

Signature of official administering oath

My commission expires 12/15/2028.

This notarial act was an online notarization

VERIFICATION

State of Florida :
 : SS
County of Orange :

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

He/she is the Chief Development Officer (Officer/Affiant) of LEAPFROG POWER, INC.
(Name of Applicant);

That he/she is authorized to and does make this affidavit for said corporation;

The Applicant understands that the making of a 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 all applicable sections of the District of Columbia Code as may be amended from time to time relating to perjury and falsification in official matters.

That the Applicant will supplement this Application in the event the Public Service Commission of the District of Columbia (“Commission”) modifies the licensing requirements, or requests further information.

That the Applicant agrees that it will not present itself as a licensed retail supplier of electricity in the District of Columbia, sell or market electricity, accept deposits, prepayments, or contract with any end-use customers without a license from the Commission.

That the Applicant agrees to update information contained in this Application in accordance with the schedule set forth in the Application.

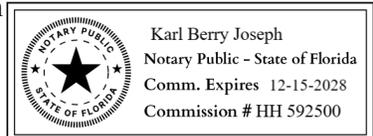
That the facts above set forth are true and correct to the best of his/her present knowledge, information, and belief after due inquiry and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

Andrew Hoffman
Signature of Affiant

State of Florida, County of Orange
Sworn and subscribed before me this 7th day of Feb, 2025
By Andrew Hoffman. Type of ID: Driver License

Karl Joseph Karl Berry Joseph
Signature of official administering oath

My commission expires 12/15/2028.



**APPLICANT'S GENERAL AUTHORIZATION FOR VERIFICATION OF
FINANCIAL INFORMATION, ETC.**

TO WHOM IT MAY CONCERN:

I/We have applied to the District of Columbia Public Service Commission (the "Commission") for a license to be an Electricity Supplier, or to provide certain Electricity Supply related services, and authorize you to release to the Staff of the Commission and its authorized representatives and agents any information or copies of records requested concerning:

MY COMPANY OR BUSINESS AND ITS HISTORY,
PERFORMANCE, OPERATIONS, CUSTOMER RELATIONS,
FINANCIAL CONDITION, INCLUDING BANK ACCOUNT
TRANSACTIONS AND BALANCES, PAYMENT HISTORY
WITH SUPPLIERS AND OTHER CREDITORS,
VERIFICATION OF NET WORTH AND OTHER
INFORMATION AND RECORDS WHICH THE COMMISSION
REQUIRES TO VERIFY OR MAKE INQUIRY CONCERNING
MY/OUR FINANCIAL INTEGRITY AND THE INFORMATION
CONTAINED IN MY/OUR LICENSE APPLICATION OR
OTHER INFORMATION PROVIDED BY ME/US TO THE
COMMISSION OR, STAFF OF THE COMMISSION OR ITS
REPRESENTATIVES OR AGENTS.

This Authorization is continuing in nature and includes release of information following issuance of a license, for reverification, quality assurance, internal review, etc. The information is for the confidential use of the Commission and the Staff of the Commission in determining my/our financial integrity for being a licensee or to confirm information I/We have supplied and may not be released by order of the Commission or by order of a court of competent jurisdiction.

A photographic or fax copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original. The original signed form is maintained by the Staff of the Commission.

APPLICANT'S AUTHORIZATION TO RELEASE INFORMATION:

LEAPFROG POWER, INC.

APPLICANT (please print)



APPLICANT'S SIGNATURE

02/07/2025

DATE

Chief Development Officer

TITLE

Delaware
The First State

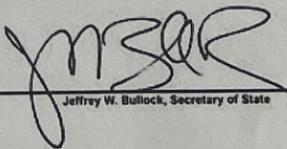
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "LEAPFROG POWER, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF DECEMBER, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "LEAPFROG POWER, INC." WAS INCORPORATED ON THE EIGHTEENTH DAY OF JANUARY, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.




Jeffrey W. Bullock, Secretary of State

6287120 8300

SR# 20244455316

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

Authentication: 205106229

Date: 12-11-24

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF LICENSING AND CONSUMER PROTECTION
CORPORATIONS DIVISION



C E R T I F I C A T E

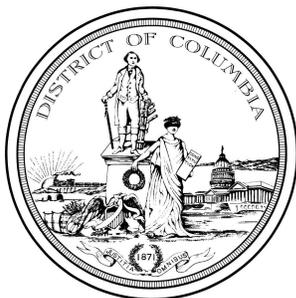
THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code (Title 29) have been complied with and accordingly, this ***CERTIFICATE OF GOOD STANDING*** is hereby issued to

LEAPFROG POWER, Inc.

WE FURTHER CERTIFY that the foreign entity is registered to do business in the District on 10/20/2021 ; that all fees, and penalties owed to the District for entity filings collected through the Mayor have been paid and Payment is reflected in the records of the Mayor; The entity's most recent biennial report required by § 29-102.11 has been delivered for filing to the Mayor; and the entry's registration has not been terminated. This office does not have any information about the entity's business practices and financial standing and this certificate shall not be construed as the entity's endorsement.

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 1/22/2025 12:15 PM

Business and Professional Licensing Administration



Rebecca Janovich

REBECCA JANOVICH
Superintendent of Corporations,
Corporations Division

Muriel Bowser
Mayor

Tracking #: fJsFjram



Date of Notice: February 3, 2025

Notice Number: L0013229053

LEAPFROG POWER, INC.
2443 FILLMORE ST # 380-8379
SAN FRANCISCO CA 94115-1814

FEIN: **-***1118
Case ID: 18451763



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.

Attachment G

Ownership and Control

Thomas Folker
3281 Granville Ave
Los Angeles, CA
90066

Congruent Ventures LP
201 Mission St Suite 650
San Francisco, CA
94105

Union Square Ventures
915 Broadway, 19th Floor
New York, NY
10010

Regulatory Penalty Disclosure

FERC's Office of Enforcement (OE) conducted an inquiry into Leapfrog Power, Inc.'s operations in the CAISO market in February through August of 2019. See Docket No. 183FERC61137-IN23-7-000, issued May 22 2023

FERC's determination from the audit was that Leap showed substantial evidence that we acted with the best intent to deliver on our market obligations and that any purported tariff violations in 2019 were the result of our position as a new market participant, and that we did not act with any malicious or manipulative intent. Importantly, FERC never alleged a serious infraction such as market manipulation.

After their discovery and diligence process, FERC and Leap completed a settlement in May 2023 wherein Leap paid a one time civil penalty of \$120,000. Leap has put in measures to ensure that our market participation conforms to market rules across all of our markets.

Attachment I

Application for Membership
Between

PJM Interconnection, L.L.C.
and
Leapfrog Power, Inc.

This Application for Membership Agreement ('Agreement') is entered into between PJM Interconnection, L.L.C. ('PJM') and ('Applicant'). The purpose of this Agreement is to apply to become a member of the PJM and to participate under the PJM Amended and Restated Operating Agreement, Third Revised Rates Schedule FERC No. 24 ('Operating Agreement'). The Applicant has read and understands the terms and conditions of the Operating Agreement. The Applicant agrees to accept the concepts and obligations set forth in this Agreement and the Operating Agreement posted on the PJM website at: <http://www.pjm.com/documents/agreements/pjm-agreements.aspx>.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ('Tariff'). Such costs include but are not limited to: (i) payment obligations under Schedule 3 of the Operating Agreement; (ii) costs under Schedule 9 of the PJM Tariff; and (iii) potential default allocation payment obligations pursuant to Section 15.2 of the Operating Agreement (PJM may, under the Operating Agreement, declare members in default for not paying their invoices. If that occurs, PJM may pursue collection of the overdue invoices that exceed the collateral PJM holds from the defaulting member as well as take steps to terminate the defaulting members' membership. According to the Operating Agreement, all members are required to pay a portion of the payment default that exceeds the defaulting member's collateral held by PJM.)

The Applicant will pay the annual fee of \$5,000 for the remainder of the year of application upon notification of PJM application approval per Schedule 3.

The Applicant recognizes that it shall become a member of PJM effective as of the date that the Applicant receives the supplement to the Operating Agreement in the form prescribed in Schedule 4 of the Operating Agreement signed by the Applicant and countersigned by the President of PJM pursuant to section 11.6 of the Operating Agreement.

This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Applicant:

Signature: Trevor McManamon

Name: Trevor McManamon Title: Market Development Director Date: 9/14/2021

PJM Interconnection, L.L.C.

Signature: [Signature]

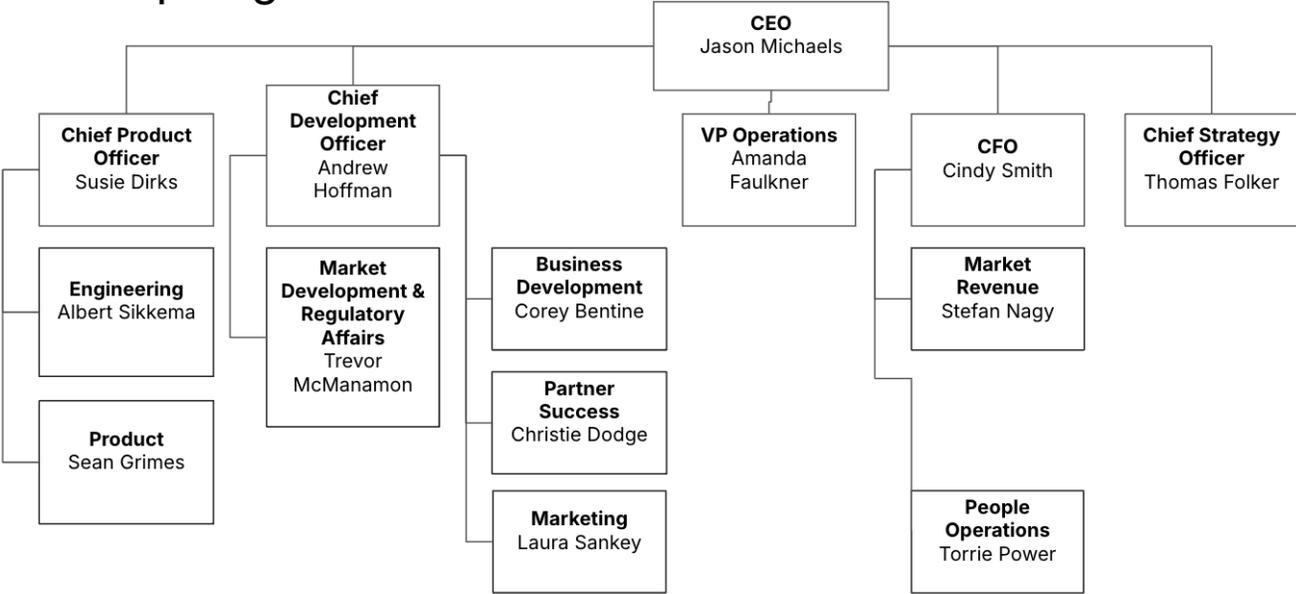
Name: Anita Patel Title: Sr. Manager, KMC Date: 2/25/2022

Attachment K

Leap is a registered Curtailment Service Provider (“CSP”) with PJM. Leap’s services within Washington D.C. will be restricted to requirements associated with operating as a CSP.

Attachment L

Leap Org Structure







ADDITIONAL REMARKS SCHEDULE

AGENCY Vouch Insurance Services, LLC		NAMED INSURED Leapfrog Power, Inc. 2108 N Street Sacramento, CA 95816	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Commercial Package Policy HDG.CPP.24.6NS4-HKIG includes a waiver of subrogation for any person or organization that Leapfrog Power, Inc. enters into a written contract with and such contract requires the coverage provided by the endorsement (CG 24 53).

Insurer A: HDG.MPL.24.SUGX-HNA2, Effective 08/18/2024 - 08/18/2025
 Policy Aggregate Liability Limit: \$2,000,000
 Management Liability Limit: \$2,000,000
 Employment Practices Liability Limit: \$1,000,000
 Fiduciary Liability Limit: \$1,000,000

Insurer B: HDG.CEM.24.PHYA-M24L, Effective 08/18/2024 - 08/18/2025
 Policy Aggregate Liability Limit: \$5,000,000
 Cyber Aggregate Liability Limit: \$5,000,000
 Errors & Omissions Aggregate Liability Limit: \$2,000,000

Technical and Managerial Competency

About Leap:

Leap's software platform enables Distributed Energy Resources (DERs) to participate in electricity markets. Leap partners with the providers of battery storage systems, smart building technologies and EV charging solutions to maximize the value of their assets in demand response and other grid services programs. By aggregating the DERs enrolled on Leap's platform, Leap and its partners deliver clean, flexible, VPP solutions to balance the grid. Our approach has allowed us to rapidly scale a portfolio of over 200,000 flexible demand-side resources. Leap has been operational in California since 2019, and has expanded into New York, Texas, and New England over the following 4 years.

Intended MD Operations:

As a curtailment service provider operating in Maryland, Leap intends to aggregate primarily residential and small commercial end customers and bid their combined load-reduction capabilities into PJM's wholesale market. Leap intends to start marketing to customers in the Baltimore Gas & Electric service territory starting in early 2025, and participate them in PJM's upcoming (2025-2026) Capacity Delivery Year; extending from June 2025 to May 2026. Leap plans to continue participation in future Delivery Years as well.

Details of your Electric Charges

Residential-R - service number 9999 9999 9999 9999 9999 99
 Electricity you used this period

<u>Meter Number</u>	<u>Energy Type</u>	<u>End Date</u>	<u>Start Date</u>	<u>Number Of Days</u>	<u>Total Use</u>
1ND123456789	Use (kWh)	Jan 26	Dec 23	35	280
		<u>Reading</u>	<u>Reading</u>	<u>Multiplier</u>	
		043235	042955	1	

Your meter records electric energy use in hourly intervals. Your bill is the total of all hourly intervals recorded during your billing period.
 End and start date kWh meter readings are provided for informational purposes only.
 Please visit My Account at pepco.com to view your energy use data.

Your next bill period is scheduled to end on February 26, 2024

Delivery Charges: These charges reflect the cost of bringing electricity to you.
 Current charges for 35 days, **winter rates in effect.**

<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Distribution Services:		
Customer Charge		16.09
Energy Charge	280 kWh X \$0.0158340 per kWh	4.43
Residential Aid Discount		
Surcharge	280 kWh X \$0.0009390 per kWh	0.26
Administrative Credit	280 kWh X \$0.0000000 per kWh	0.00
Underground Project Charge	280 kWh X \$0.0001100 per kWh	0.03
Subtotal (Set by DC PSC)		20.81
EDIT Credit 10 Year - KWH	280 kWh X \$0.0004700- per kWh	0.13-
Energy Assistance Trust Fund	280 kWh X \$0.0002322 per kWh	0.07
Sustain Energy Trust Fund	280 kWh X \$0.0044001 per kWh	1.23
Public Space Occupancy Surcharge	280 kWh X \$0.0022300 per kWh	0.62
Delivery Tax	280 kWh X \$0.0070000 per kWh	1.96
Subtotal (Not set by DC PSC)		3.75

Check here to enroll in the Direct Debit plan Sign and date here _____

By signing here, you authorize Pepco to electronically deduct the amount of your monthly bill from your checking account each month. The check you send with this signed authorization will be used to set up Direct Debit. You understand that we will notify you each month of the date and amount of the debit, which will be on or after the due date stated on your monthly bill. You understand that to withdraw this authorization you must call Pepco. You understand that Pepco does not charge for this service, but that your bank may have charges for this service.

Customer Service Centers

Washington DC		Maryland	
701 Ninth St NW	(Mon - Fri) 8:30am - 5:15pm	201 West Gude Dr, Rockville	(Mon - Fri) 10:00am - 2:00pm
2300 Martin Luther King Jr Ave SE	(Mon - Fri) 9:00am - 5:00pm	8300 Old Marlboro Pk, Forestville	(Mon, Wed, Fri) 10:00am - 2:00pm

Any inquiry or complaint about this bill should be made prior to the due date, in order to avoid late charges.

Electronic Check Conversion - When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Total Electric Delivery Charges **24.56**

Supply Charges: These charges reflect the cost of producing electricity for you. You can compare this part of your bill to offers from competitive suppliers. Based on billed use, your average annual price to compare is 12.01 cents per kWh.

Billing Period: Dec 23, 2023 to Jan 26, 2024 (35 days)

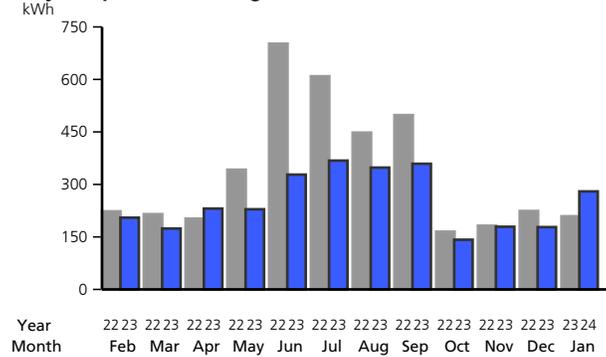
<u>Type of charge</u>	<u>How we calculate this charge</u>	<u>Amount(\$)</u>
Transmission Services:		
Transmission Minimum Charge	Includes First 30 kWh	0.12
Energy Charge	250 kWh X \$0.0133600 per kWh	3.34
Generation Services:		
Generation Minimum Charge	Includes First 30 kWh	2.80
Energy Charge	250 kWh X \$0.0934600 per kWh	23.37
Procurement Cost Adjustment	280 kWh X \$0.0020100 per kWh	0.56

Total Electric Supply Charges **30.19**

Total Electric Charges - Residential-R **54.75**

Your monthly Electricity use in kWh

Daily temperature averages: Jan 2023: 45° F Jan 2024: 41° F



Energy Usage History

	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	Jan 24
Temp	45°	46°	47°	60°	63°	72°	80°	79°	75°	62°	53°	44°	41°
Days	30	28	29	32	29	33	30	29	33	29	33	25	35
kWh	209	205	174	231	229	328	368	348	359	142	179	178	280

Please visit My Account at pepco.com to view your daily and hourly energy used during this billing period.

Visit pepco.com/dctariffs and click "DC Terms and Conditions" for information on how payments are applied to balances from Pepco and any competitive supplier.

Your smart electric meter is read wirelessly. Visit My Account at pepco.com to view your daily and hourly energy usage.

Pepco EV charging stations are in a neighborhood near you, learn more here Pepco.com/ev.

JOHN JONES

Account number: 1234 5678 910

Your electric bill for the period

December 23, 2023 to January 26, 2024

If you are moving or discontinuing service, please contact Pepco at least three days in advance.

Information regarding rate schedules and how to verify the accuracy of your bill will be mailed upon request.

Follow us on Twitter at twitter.com/PepcoConnect. Like us on Facebook at facebook.com/PepcoConnect.

You can help a Pepco customer in need of assistance with their energy bills. Simply pay exactly \$1.00 over your Pepco bill amount and that dollar will be contributed to the Good Neighbor Energy Fund administered by a local 501(c)3 non-profit organization. Amounts over \$1.00 will not be identified as a contribution and will result in a credit to your account. Pepco will match each donation by contributing a dollar to the fund, up to \$100,000.