

FILE



11-5838-EL-AGG

NC

November 26, 2011

To: The Public Utilities Commission of Ohio
From: Jim Charron
VP of Operations
Re: Application for Certification as a Power Broker

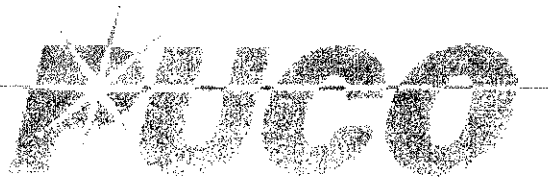
Please accept our application for certification as a Power Broker. We look forward to the opportunity to serve Ohio businesses as a Power Broker.

If you have questions or need assistance with any aspect of our application please call me. My direct line is 678-687-0999.

Jim Charron
VP of Operations
Avion Energy Group
jim@avionenergy.com

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Public Utilities Commission of Ohio

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Date Received	Case Number	Version
	- -EL-AGG	August 2004

CERTIFICATION APPLICATION FOR AGGREGATORS/POWER BROKERS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division; 180 East Broad Street, Columbus, Ohio 43215-3793.

**This PDF form is designed so that you may input information directly onto the form.
You may also download the form, by saving it to your local disk, for later use.**

A. APPLICANT INFORMATION

A-1 Applicant's legal name, address, telephone number and web site address

Legal Name Avion Energy Group, LLC
Address 1475 Buford Dr, Suite 403-186, Lawrenceville, GA 30043
Telephone # (678) 697-7717 Web site address (if any) www.avionenergy.com

A-2 List name, address, telephone number and web site address under which Applicant will do business in Ohio

Legal Name Avion Energy Group, LLC
Address 1475 Buford Dr, Suite 403-186, Lawrenceville, GA 30043
Telephone # (678) 697-7717 Web site address (if any) www.avionenergy.com

A-3 List all names under which the applicant does business in North America

Avion Energy Group, LLC
Avion Energy

A-4 Contact person for regulatory or emergency matters

Name Jim Charron
Title Executive Vice President

Business address 1475 Buford Drive, Suite 403-186, Lawrenceville, GA 30043

Telephone # (678) 697-7717

Fax # (770) 825-9012

E-mail address (if any) jim@avionenergy.com

A-5 Contact person for Commission Staff use in investigating customer complaints

Name Jim Charron

Title Executive Vice President

Business address 1475 Buford Drive, Suite 403-186, Lawrenceville, GA 30043

Telephone # (678) 697-7717

Fax # (770) 825-9012

E-mail address (if any) jim@avionenergy.com

A-6 Applicant's address and toll-free number for customer service and complaints

Customer Service address 1475 Buford Drive, Suite 403-186, Lawrenceville, GA 30043

Toll-free Telephone # (877) 712-8466

Fax # (770) 825-9012

E-mail address (if any) info@avionenergy.com

A-7 Applicant's federal employer identification number # 273095721

A-8 Applicant's form of ownership (check one)

☐ Sole Proprietorship

☐ Partnership

☐ Limited Liability Partnership (LLP)

☐ Limited Liability Company (LLC)

☐ Corporation

☐ Other _____

A-9 (Check all that apply) Identify each electric distribution utility certified territory in which the applicant intends to provide service, including identification of each customer class that the applicant intends to serve, for example, residential, small commercial, mercantile commercial, and industrial. (A mercantile customer, as defined in (A) (19) of Section 4928.01 of the Revised Code, is a commercial customer who consumes more than 700,000 kWh/year or is part of a national account in one or more states).

☐ First Energy

☐ Ohio Edison

☐ Toledo Edison

☐ Cleveland Electric Illuminating

☐ Cincinnati Gas & Electric

☐ Monongahela Power

☐ American Electric Power

☐ Ohio Power

☐ Columbus Southern Power

☐ Dayton Power and Light

☐ Residential

☐ Residential

☐ Residential

☐ Residential

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- A-10 Provide the approximate start date that the applicant proposes to begin delivering services
February 1, 2012

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- A-11 **Exhibit A-11 "Principal Officers, Directors & Partners"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-12 **Exhibit A-12 "Corporate Structure,"** provide a description of the applicant's corporate structure, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers and companies that aggregate customers in North America.
- A-13 **Exhibit A-13 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-14 **Exhibit A-14 "Articles of Incorporation and Bylaws,"** if applicable, provide the articles of incorporation filed with the state or jurisdiction in which the Applicant is incorporated and any amendments thereto.
- A-15 **Exhibit A-15 "Secretary of State,"** provide evidence that the applicant has registered with the Ohio Secretary of the State.

B. APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- B-1 **Exhibit B-1 "Jurisdictions of Operation,"** provide a list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail or wholesale electric services including aggregation services.
- B-2 **Exhibit B-2 "Experience & Plans,"** provide a description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

B-3 **Exhibit B-3 "Summary of Experience,"** provide a concise summary of the applicant's experience in providing aggregation service(s) including contracting with customers to combine electric load and representing customers in the purchase of retail electric services. (e.g. number and types of customers served, utility service areas, amount of load, etc.).

B-4 **Exhibit B-4 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.

B-5 Disclose whether the applicant, a predecessor of the applicant, or any principal officer of the applicant have ever been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.

☒ No ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-5 "Disclosure of Consumer Protection Violations"** detailing such violation(s) and providing all relevant documents.

B-6 Disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail or wholesale electric service including aggregation service denied, curtailed, suspended, revoked, or cancelled within the past two years.

☒ No ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"** detailing such action(s) and providing all relevant documents.

C. APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

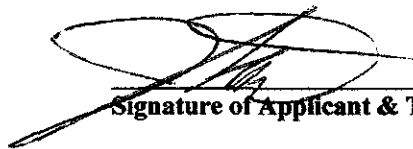
PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

C-1 **Exhibit C-1 "Annual Reports,"** provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information in Exhibit C-1 or indicate that Exhibit C-1 is not applicable and why.

C-2 **Exhibit C-2 "SEC Filings,"** provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that the applicant is not required to file with the SEC and why.

- C-3** **Exhibit C-3 “Financial Statements,”** provide copies of the applicant’s two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business.
- C-4** **Exhibit C-4 “Financial Arrangements,”** provide copies of the applicant’s financial arrangements to conduct CRES as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.).
- C-5** **Exhibit C-5 “Forecasted Financial Statements,”** provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant’s CRES operation, along with a list of assumptions, and the name, address, e-mail address, and telephone number of the preparer.
- C-6** **Exhibit C-6 “Credit Rating,”** provide a statement disclosing the applicant’s credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody’s Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant’s parent or affiliate organization that guarantees the obligations of the applicant.
- C-7** **Exhibit C-7 “Credit Report,”** provide a copy of the applicant’s credit report from Experian, Dun and Bradstreet or a similar organization.
- C-8** **Exhibit C-8 “Bankruptcy Information,”** provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.

C-9 **Exhibit C-9 "Merger Information."** provide a statement describing any dissolution or merger or acquisition of the applicant within the five most recent years preceding the application.



Joseph Mittiga, President

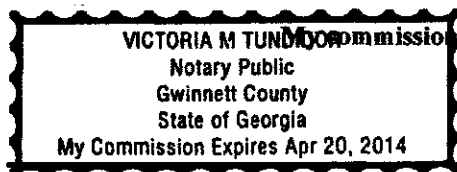
Signature of Applicant & Title

Sworn and subscribed before me this 8th day of AUGUST, 2011
Month Year



Signature of official administering oath

Victoria M. Tundidor, notary
Print Name and Title



My Commission expires on 4/20/14

AFFIDAVIT

State of Georgia :

Lawrenceville SS.
(Town)

County of Gwinnett :

Joseph Mittiga, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the President (Office of Affiant) of Avion Energy Group, LLC (Name of Applicant);

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


1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.

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


Signature of Affiant & Title

Sworn and subscribed before me this 8th day of AUGUST, 2011
Month Year


Signature of official administering oath

Victoria M. TUNDIDOR, Notary
Print Name and Title

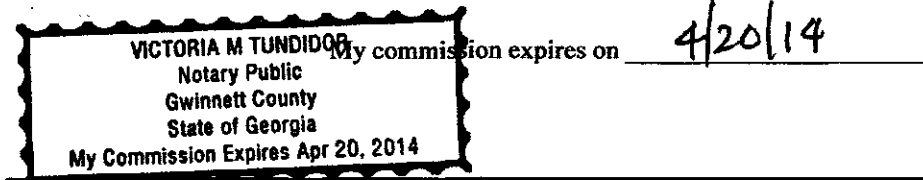


Exhibit A-11 "Principal Officers, Directors and Partners"

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

President
Joseph M Mittiga
295 Leatherwood Court
Lawrenceville, GA 30043
678-665-8177

Executive Vice President
James R Charron
1264 Riverloch Way
Lawrenceville, GA 30043
678-687-0999

Secretary\Treasurer
James R Charron
1264 Riverloch Way
Lawrenceville, GA 30043
678-687-0999

Exhibit A-12 Corporate Structure

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

Avion Energy Group, LLC was incorporated in the State of Georgia on July 22, 2010 as a single member LLC. Two individuals were appointed to manage the LLC.

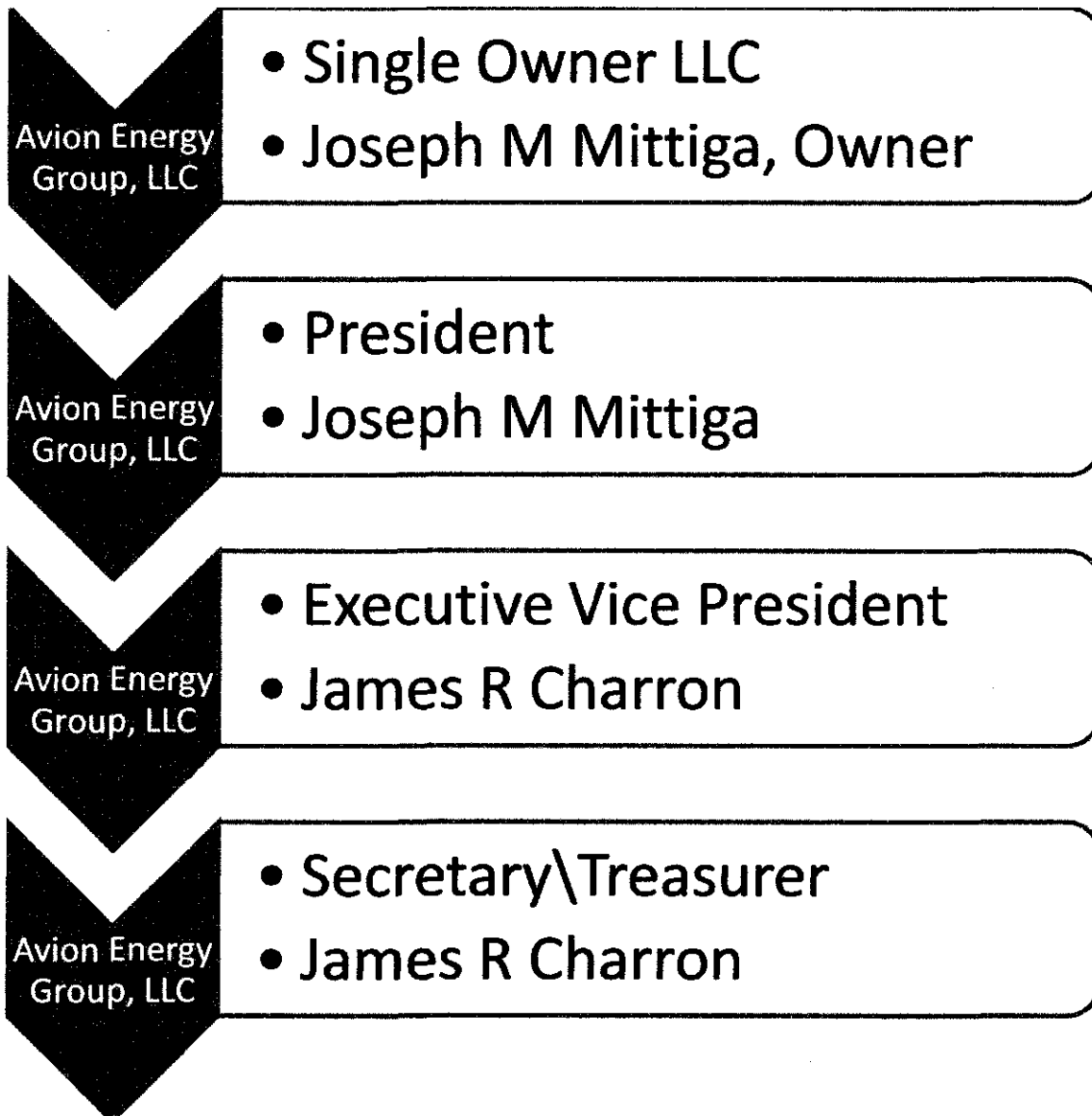


Exhibit A-13 Company History

**Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043**

Avion Energy Group, LLC was formed in July of 2010 in Atlanta, Georgia. The founder, Joe Mittiga wanted to leverage his sales and marketing experience in the residential and commercial energy industry. He formed Avion Energy with the intent to serve commercial and industrial energy consumers by simplifying their energy decisions and providing them with best energy pricing.

Joe called upon key people who had worked with him in his past energy business to develop strategic plans, day to day operations, training, marketing, and information processing systems.

The strategy deployed took three simultaneous steps

- Begin in states with no licensing requirements and apply for licensing where needed.
- Create relationships with multiple Energy Providers in every deregulated State.
- Begin recruiting and training sales agents in all deregulated States.

By June of 2011 Avion Energy had created relationships with 25 Energy Providers licensed to do business in 22 States, covering 59 Electric Utilities and 57 Natural Gas Utilities. They have recruited and trained 172 sales agents and have begun operations in several states.

Exhibit A-14 Articles of Incorporation and Bylaws

**Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043**

Avion Energy Group, LLC was incorporated as an LLC, on July 22, 2010 in the State of Georgia.

Articles of Incorporation and Bylaws are made part of this Exhibit A-14. As an LLC these documents are referred to as "Articles of Organization" and "Operating Agreement"

Also included in this Exhibit is the Certificate of Organization.

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

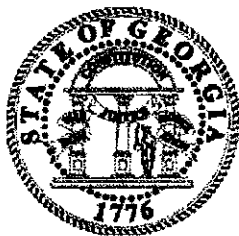
I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

AVION ENERGY GROUP, LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **07/22/2010** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on July 22, 2010



Brian P. Kemp
Secretary of State

July 22, 2010

**ARTICLES OF ORGANIZATION
FOR GEORGIA LIMITED LIABILITY COMPANY**

The name of the Limited Liability Company is:

Avion Energy Group, LLC

The principal mailing address of the Limited Liability Company is:

295 Leatherwood Court
Lawrenceville, GA 30043

The Registered Agent is:

James R. Charron
1264 Riverloch Way
Lawrenceville, GA 30043

County: Gwinnett

The name and address of each organizer(s) are:

Karla Figueroa
7083 Hollywood Blvd., Suite
180
Los Angeles, CA 90028

The optional provisions are:

No optional provisions.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the date set forth below.

Signature(s):

Organizer, Karla Figueroa

Date:

July 22, 2010

Avion Energy Group, LLC

Operating Agreement

A. THIS OPERATING AGREEMENT of Avion Energy Group, LLC (the “Company”) is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).

B. The Members have formed a limited liability company under the Georgia Limited Liability Company Act. The articles of organization of the Company filed with the Georgia Secretary of State are hereby adopted and approved by the Members.

C. The Members enter into this agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

ARTICLE 1: DEFINITIONS

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the Georgia Limited Liability Company Act.

“Capital Contribution” means the amount of cash, property or services contributed to the Company.

“Company” means Avion Energy Group, LLC, a Georgia limited liability company.

“Member” means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

“Membership Interests” means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A.

“Percentage Interest” means a percent ownership in the Company entitling the holder to an economic and voting interest in the Company.

“Person” means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Unit” means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.

ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions and Membership Interests. The Capital Contributions of the initial Members, as well as the Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.

2.2 Subsequent Contributions. No Member shall be obligated to make additional capital contributions unless unanimously agreed by all the Members.

2.3 Capital Accounts. Individual capital accounts may be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of profits, (2) decreased by that Member's share of losses and company expenses, (3) decreased by that Member's distributions and (4) adjusted as required in accordance with applicable tax laws.

2.4 Interest. No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.

2.5 Limited Liability. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to relative Membership Interests held by each Member.

3.2 Distributions. The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Interests. The timing and amount of distributions shall be determined by the Members in accordance with Georgia law.

3.3 Limitations on Distributions. The Company shall not make a distribution to a Member if, after giving effect to the distribution:

(a) The Company would be unable to pay its debts as they become due in the usual course of business, or

(b) The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management. The business of the Company shall be managed by the Members. In the event of a dispute between Members, final determination shall be made by a vote of the majority of the Members (unless a greater percentage is required in this Agreement or under Georgia law). Any Member may bind the Company in all matters in the ordinary course of business.

4.2 Banking. The Members are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

4.3 Officers. The Members are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Members. The current officers of the Company are listed on Exhibit B.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying on reasonable notice by any Member or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member. The costs of such inspection and copying shall be borne by the Member.

5.2 Records. At all times during the term of existence of the Company, and beyond that term if the Members deems it necessary, the Members shall keep or cause to be kept the following:

- (a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution, the amount and terms of any agreed upon future Capital Contribution, and Membership Interest of each Member;
- (b) A copy of the articles of organization and any amendments;
- (c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the three most recent taxable years; and
- (d) An original executed copy or counterparts of this agreement and any amendments.

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

5.4 Tax Matters Member. Joe Mittiga shall act as tax matters member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

ARTICLE 6: MEMBERSHIP--MEETINGS, VOTING

6.1 Members and Voting Rights. Members shall have the right and power to vote on all matters with respect to which this agreement or Georgia law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement or under Georgia law, the vote of the Members holding a majority of the Membership Interests shall be required to approve or carry an action.

6.2 Meetings. Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Meetings may be called by any member or members holding 10% or more of the Membership Interests, for the purpose of addressing any matters on which the Members may vote. Written (or oral, if reasonable) notice shall be given not less than 2 days nor more than 60 days before the date of the meeting to each Member entitled to vote at the meeting.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by Georgia law, including by conference telephone or similar communications equipment. In addition, any action which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Membership Interest needed to approve the action. Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to those members who have not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member which withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A person which acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Operating Agreement by executing a consent in the form of Exhibit C.

ARTICLE 8: DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The vote of Members holding all of the outstanding Membership Interests to dissolve the Company.
- (b) Entry of a decree of judicial dissolution under Subsection (a) of Code Section 14-11-603 of the Georgia Limited Liability Company Act.
- (c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

8.2 No automatic dissolution upon certain events. Neither the death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any

proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

To the extent that an agent of the Company has been successful on the merits in defense of any proceeding, or in defense of any claim, issue, or matter in any such proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Members.

"Proceeding," as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

9.2 Expenses. Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members who are not seeking indemnification upon receipt of an undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

"Expenses," as used in this section, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this section.

ARTICLE 10: GENERAL PROVISIONS

10.1 Entire Agreement; Amendment. This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members.

10.2 Governing Law; Severability. This agreement shall be construed and enforced in accordance with the internal laws of the State of Georgia. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.

10.3 Benefit. This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.4 Number and Gender. Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

10.5 No Third Party Beneficiary. This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement as of the date below.

Dated: July 22, 2011

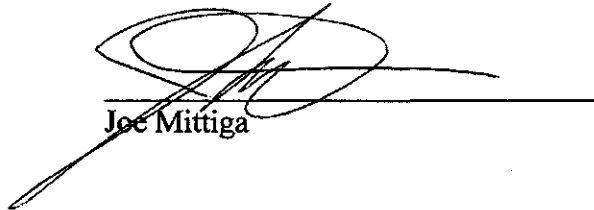

Joe Mittiga

Exhibit A-15 Secretary of State

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043



DATE	DOCUMENT ID	DESCRIPTION	FILED FOR	PROFIT LHM	LAB CO	FILE NO	EXEMPT	PENALTY	CERT	COPY
02-17-2011	201104701238	REG. OF FOR. PROFIT LHM, LAB. CO.				125.00	XX		XX	XX

Receipt

This is not a bill. Please do not remit payment.

AVION ENERGY GROUP, LLC
1475 BUFORD DRIVE
SUITE 403-186
LAWRENCEVILLE, GA 30043

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

1997864

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

AVION ENERGY GROUP, LLC

and, that said business records show the filing and recording of:

Document(s):

REG. OF FOR. PROFIT LHM, LAB. CO.

Document No(s):

201104701238



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and seal the seal of
the Secretary of State at Columbus,
Ohio this 14th day of February,
A.D. 2011.

Jon Husted

Ohio Secretary of State

Exhibit B-1 Jurisdictions of Operation

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

- **Arizona**
- **California**
- **Colorado**
- **Connecticut**
- **Florida**
- **Georgia**
- **Michigan**
- **Nevada**
- **New York**
- **Rhode Island**
- **Texas**

Exhibit B-2 Experience & Plans

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

Experience

The principals, Joe Mittiga and Jim Charron have significant experience in the direct sales industry. Both have represented marketing companies engaged in the solicitation of residential and commercial energy consumers. They have recruited and trained teams to offer various products of the companies they represented.

Electricity and Natural Gas are commodities necessary for business and industry to operate. Their experience marketing energy has brought them to the conclusion that creating and maintaining a first class, service oriented, business approach based on relationships and not simply the sale of a commodity would bring success.

Plans

Many consumers of Electricity and Natural Gas are approached by a marketer/broker representing one Energy Provider. Avion Energy's approach is more consumer focused. We represent the consumer by gathering their historic usage data and then shopping their energy consumption among the energy providers. We then provide our findings and assist them should they decide to make a switch.

It is our intent to seek agreements with all the licensed energy providers in the State of Ohio. We will offer their pricing in an apple to apples comparison. We will point out differences in contracts to better meet our clients' needs and concerns.

Avion Energy will not take possession of the energy but will connect the energy consumer to a licensed energy provider. The responsibilities addressed in the Commission's rules adopted pursuant to Section 4928: 10 of the Revised Code concerning the billing of consumers and customer inquiries and complaints will be met by the licensed energy provider. Avion Energy will not charge the consumer for its services. Avion Energy will be compensated by a broker fee paid by the seller. (comparable to a buyer's agent in a real-estate transaction)

In order to establish long term relationships with our clients, our agents are trained to provide information, assist in educating the consumer and follow up regularly with them handling all consumer inquiries and assisting with any complaints they may have with their energy provider.

Exhibit B-3 Summary of Experience

**Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043**

September 2010 - Avion Energy began serving clients

June 2011 – By the end of June, Avion Energy has assisted 219 commercial electricity and natural gas consumers find and switch to a different energy provider. Our customer base is diverse mostly comprised of small to medium sized energy consumers covering a broad base of industries.

June 2011 - By the end of June, Avion Energy has place under contract with various energy providers 33,773,829 kWh annual consumption and 323,845 therms annual consumption.

Exhibit B-4 Disclosure of Liabilities and Investigations

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

There are no existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact Avion Energy Group's financial or operational status or ability to provide the services it is seeking to be certified to provide.

Exhibit B-6 Disclosure of Certification Denial, Curtailment, Suspension, or Revocation

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

No principal officer of the applicant, or the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail or wholesale electric service including aggregation service denied, curtailed, suspended, revoked, or cancelled

Exhibit C-1 Annual Reports

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

Exhibit C-1 is not applicable. Avion Energy Group, LLC is a single member LLC it has no shareholders and not required to file an annual report to shareholders.

Exhibit C-2 SEC Filings

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

Avion Energy Group, LLC is a privately held company and not subject to SEC Filings. There is no Parent company subject to SEC Filings.

Exhibit C-3 Financial Statements

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

Avion Energy Group began in July of 2010. We have yet to conclude two years of operations. Attached are officer certified financial statements through June 30, 2011

Avion Energy Group, LLC
Balance Sheet
 As of December 31, 2010

	<u>Dec 31, 10</u>
ASSETS	
Current Assets	
Checking/Savings	
Wells Fargo	
Main 8873	360.00
Misc 9574	10.00
Total Wells Fargo	<u>370.00</u>
Total Checking/Savings	<u>370.00</u>
Total Current Assets	370.00
Fixed Assets	
Business Assets	
Computers	200.00
Total Business Assets	<u>200.00</u>
Total Fixed Assets	200.00
Other Assets	
Organizational Costs	370.95
Total Other Assets	<u>370.95</u>
TOTAL ASSETS	<u><u>940.95</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Checks Written but not Sent	354.15
Total Other Current Liabilities	<u>354.15</u>
Total Current Liabilities	<u>354.15</u>
Total Liabilities	354.15
Equity	
Members Draw	-1,532.96
Net Income	2,119.76
Total Equity	<u>586.80</u>
TOTAL LIABILITIES & EQUITY	<u><u>940.95</u></u>

I certify the information contained in these financial Statements is true and accurate


 Joe Mitiga, President

Avion Energy Group, LLC
Balance Sheet
 As of June 30, 2011

	Jun 30, 11	Dec 31, 10	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Market Rate Account 1310	4,000.01	0.00	4,000.01
Wells Fargo			
Main 8873	1,905.71	360.00	1,545.71
Payroll 3642	-438.74	0.00	-438.74
Misc 9574	43.00	10.00	33.00
Total Wells Fargo	1,509.97	370.00	1,139.97
Total Checking/Savings	5,509.98	370.00	5,139.98
Total Current Assets	5,509.98	370.00	5,139.98
Fixed Assets			
Business Assets			
Computers	200.00	200.00	0.00
Total Business Assets	200.00	200.00	0.00
Total Fixed Assets	200.00	200.00	0.00
Other Assets			
Organizational Costs	370.95	370.95	0.00
Total Other Assets	370.95	370.95	0.00
TOTAL ASSETS	6,080.93	940.95	5,139.98
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Other Current Liabilities			
Checks Written but not Sent	42.15	354.15	-312.00
Total Other Current Liabilities	42.15	354.15	-312.00
Total Current Liabilities	42.15	354.15	-312.00
Total Liabilities	42.15	354.15	-312.00
Equity			
Members Draw	-11,763.70	-1,532.96	-10,230.74
Members Equity	586.80	0.00	586.80
Net Income	17,215.68	2,119.76	15,095.92
Total Equity	6,038.78	586.80	5,451.98
TOTAL LIABILITIES & EQUITY	6,080.93	940.95	5,139.98

I certify the information contained in these financial Statements is true and accurate


 Joe Mittiga, President

Exhibit C-3 Financial Statements

Avion Energy Group, LLC
 1475 Buford Drive
 Suite 403-186
 Lawrenceville, GA 30043

Avion Energy Group, LLC

Income Statement

July through December 2010

	Jul - Dec 10
Ordinary Income/Expense	
Income	
Administrative Fees	21,301.07
Brokering Fees	1,414.75
Refunds	
Administrative Fees	-350.00
Total Refunds	-350.00
Total Income	22,365.82
Cost of Goods Sold	
Administrative Costs	19,194.00
Commissions	3,766.07
Credit Card Processing Fees	676.15
Total COGS	23,636.22
Gross Profit	-1,270.40
Expense	
Auto Expense	
Fuel	19.85
Total Auto Expense	19.85
Bank Charges	294.47
Dues & Subscriptions	317.62
Insurance	
Vehicle	141.00
Total Insurance	141.00
Internet & Website	1,347.84
Legal	0.00
Licenses & Permits	80.00
Meals & Entertainment	182.40
Miscellaneous Expense	120.00
Office Expense	-200.00
Office Supplies	615.41
Postage & Delivery	218.10
Printing & Reproduction	342.39
Supplies	126.98
Telephone	344.26
Training & Education	45.52
Utilities	214.00
Total Expense	4,209.84
Net Ordinary Income	-5,480.24
Other Income/Expense	
Other Income	
Income Stream Purchase	7,600.00
Total Other Income	7,600.00
Net Other Income	7,600.00
Net Income	2,119.76

I certify the information contained in these financial Statements is true and accurate


 Joe Mittiga, President

Avion Energy Group, LLC

Income Statement

January through June 2011

	Jan - Jun 11
Ordinary Income/Expense	
Income	
Administrative Fees	24,860.56
Brokering Fees	54,935.47
Refunds	
Administrative Fees	-1,234.80
Total Refunds	-1,234.80
Total Income	78,561.23
Cost of Goods Sold	
Administrative Costs	27,550.20
Commissions	19,278.95
Credit Card Processing Fees	1,279.65
Total COGS	48,108.80
Gross Profit	30,452.43
Expense	
Accounting	250.00
Advertising	2,727.44
Auto Expense	
Fuel	255.29
Service	7.00
Total Auto Expense	262.29
Bank Charges	422.58
Dues & Subscriptions	197.85
Internet & Website	3,562.78
Licenses & Permits	125.00
Meals & Entertainment	
Meals	672.11
Total Meals & Entertainment	672.11
Meetings	1,251.33
Miscellaneous Expense	0.00
Office Expense	1,166.70
Office Supplies	326.45
Postage & Delivery	222.68
Printing & Reproduction	864.70
Rent	488.67
Supplies	61.00
Telephone	439.71
Trade Shows	47.70
Training & Education	143.95
Utilities	75.00
Total Expense	13,307.94
Net Ordinary Income	17,144.49
Other Income/Expense	
Other Income	
Interest Income	71.19
Total Other Income	71.19
Net Other Income	71.19
Net Income	17,215.68

I certify the information contained in these financial Statements is true and accurate


Joe Mittiga, President

Avion Energy Group, LLC

Cash Flows Statement

July through December 2010

	<u>Jul - Dec 10</u>
OPERATING ACTIVITIES	
Net Income	2,119.76
Adjustments to reconcile Net Income to net cash provided by operations:	
Checks Written but not Sent	354.15
Net cash provided by Operating Activities	<u>2,473.91</u>
INVESTING ACTIVITIES	
Business Assets:Computers	-200.00
Organizational Costs	-370.95
Net cash provided by Investing Activities	<u>-570.95</u>
FINANCING ACTIVITIES	
Members Draw	-1,532.96
Net cash provided by Financing Activities	<u>-1,532.96</u>
Net cash increase for period	<u>370.00</u>
Cash at end of period	<u><u>370.00</u></u>

I certify the information contained in these financial Statements is true and accurate


Joe Mittiga, President

Avion Energy Group, LLC
Cash Flows Statement
January through June 2011

	<u>Jan - Jun 11</u>
OPERATING ACTIVITIES	
Net Income	17,215.68
Adjustments to reconcile Net Income to net cash provided by operations:	
Checks Written but not Sent	<u>-312.00</u>
Net cash provided by Operating Activities	16,903.68
FINANCING ACTIVITIES	
Members Draw	<u>-11,763.70</u>
Net cash provided by Financing Activities	<u>-11,763.70</u>
 Net cash increase for period	 5,139.98
 Cash at beginning of period	 <u>370.00</u>
Cash at end of period	<u><u>5,509.98</u></u>

I certify the information contained in these financial Statements is true and accurate


Joe Mittiga, President

Exhibit C-4 Financial Arrangements

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

Guarantees, bank commitments, contractual arrangements, credit agreements, etc are not required for Power Broker Certification.

Exhibit C-5 Forecasted Financial Statements

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

Avion Energy Group, LLC

Financial Projections
For Years 2011 through 2015

	2011	2012	2013	2014	2015
<u>Income</u>					
Brokering Fees	109,870.94	142,832.22	185,681.89	241,386.46	313,802.39
Administrative Fees	49,721.12	64,637.46	84,028.69	109,237.30	142,008.49
<i>Gross Income</i>	159,592.06	207,469.68	269,710.58	350,623.76	455,810.88
<u>Costs of Income</u>					
Administrative Costs	55,100.40	70,528.51	90,276.50	115,553.91	147,909.01
Commissions	38,557.90	50,125.27	65,162.85	84,711.71	110,125.22
Credit Card Processing	2,559.30	3,327.09	4,325.22	5,622.78	7,309.62
<i>Total Costs of Income</i>	96,217.60	123,980.87	159,764.56	205,888.40	265,343.84
Gross Margin	63,374.46	83,488.81	109,946.02	144,735.35	190,467.04
Administrative Expenses	26,615.88	34,068.33	43,607.46	55,817.55	71,446.46
TOTAL Income / Loss	36,758.58	49,420.48	66,338.56	88,917.81	119,020.58

Prepared by:
Eric Nicoll
1755 N Brown Road
Suite 200
Lawrenceville, GA 30043
770-513-7660
ejnicoll@nicollconsulting.com

Exhibit C-6 Credit Rating

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

Avion Energy Group, LLC has not been in business long enough for Dun and Bradstreet to establish a credit Rating. However, a credit report is attached in Exhibit C-7.

Exhibit C-7 Credit Report

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

Attached is Avion Energy Group, LLC Comprehensive Report by Dun and Bradstreet.



Decide with Confidence

AVION ENERGY GROUP, LLC

D-U-N-S® 05-654-0076

Single
295 Leatherwood Ct,
Lawrenceville, GA 30043

Phone 678 697-7717

Comprehensive Report

Purchase Date: 08/02/2011
Last Update Date: 06/25/2011

Executive Summary

Company Info

2010
5

D&B Rating

D&B Rating

Predictive Analytics

Financial Stress Class

Financial Stress Class 3

The Financial Stress Class of 3 for this company shows that firms with this class had a failure rate of 0.24% (24 per 10,000).

3
1,473
1,001
1,875

Credit Score Class

4 Credit Score Class

The Credit Score class of 4 for this company shows that 31.50% of firms with this classification paid one or more bills severely delinquent.

4
403
101
670

Credit Limit Recommendation

Risk Category

Risk Category

\$750
\$2,500

Business Information



Florida with Confidence

Business Summary

7389
Business services
541990
All Other
Professional,
Scientific and
Technical
Services
CLEAR
JOSEPH
MITTIGA, MNG
MBR

Credit Capacity Summary

D&B Rating

03/09/2011

Payment Activity (based on 1 experiences)

USD
\$50
50

Business History

JOSEPH MITTIGA, MNG MBR

As of 06/25/2011

The Georgia Secretary of State's business registrations file showed that Avion Energy Group, LLC was registered as a limited liability company on July 22, 2010.

Ownership information provided verbally by Joseph Mittiga, Mng Mbr, on Mar 09 2011.

Business started 2010.

JOSEPH MITTIGA. 2010-present active here.

Government Activity Summary

Activity Summary

Possible candidate for socioeconomic program consideration

No	YES (2011)
No	YES (2011)
No	N/A
N/A	N/A
No	
N/A	

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Operations Data

06/25/2011

Description: Operates business services, specializing in energy brokers' services (100%).

Terms are undetermined. Sells to commercial concerns.

Employees: 5.

Facilities: Rents 1,500 sq. ft. in on 1st floor of a two story building.



Decide with Confidence

Industry Data

SIC		NAICS	
Code	Description	Code	Description
73891700	Brokers' services	541990	All Other Professional, Scientific and Technical Services

Financial Statements

Key Business Ratios (Based on 42 establishments)

D&B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance. To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales	UN	9.4	UN
Return on Net Worth	UN	45.8	UN
Short Term Solvency			
Current Ratio	UN	2.0	UN
Quick Ratio	UN	1.3	UN
Efficiency			
Assets Sales	UN	36.4	UN
Sales / Net Working Capital	UN	6.9	UN
Utilization			
Total Liabs / Net Worth	UN	105.0	UN

Most Recent Financial Statement

As of 06/25/2011

On March 9, 2011, Joseph Mittiga, Mng Mbr, verified history and operations, however, deferred sales figure.

As of March 9 2011 a search of Dun & Bradstreets Public Record database found no open suits, liens, judgements or UCCs to which Avion Energy Group, LLC at 295 Leatherwood Ct, Lawrenceville GA was named defendant or debtor. Public records received hereafter will be entered into the database and will be included in reports which contain a Public Filings section.

Indicators

A check of D&B's public records database indicates that no filings were found for AVION ENERGY GROUP LLC, 295 Leatherwood Ct, Lawrenceville, GA. D&B's extensive database of public record information is updated daily to ensure timely reporting of changes and additions. It includes business-related suits, liens, judgments, bankruptcies, UCC financing statements and business registrations from every state and the District of Columbia, as well as select filing types from Puerto Rico and the U.S. Virgin Islands. D&B collects public records through a combination of court reporters, third parties and direct electronic links with federal and local authorities. Its database of U.S. business-related filings is now the largest of its kind.

Indicators

Public Filings Summary



Decide with Confidence

Record Type	No. of Records
Judgment	0
Lien	0
Suit	0
UCC	0

Paydex

D&B has not received a sufficient sample of payment experiences to establish a PAYDEX score.

D&B receives nearly 400 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received. At this time, none of those experiences relate to this company.

D&B PAYDEX®

Now Owes	\$50	1
Past Due	\$0	0
Payment History	\$50	
Payment History	\$0	

Payment Summary

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

Other Payment Categories

Category	Total Received	Total Dollar Amounts	Largest High Credit
D&B has not received a sufficient sample of payment experiences to establish a PAYDEX score.	1	\$50	\$50
	0	0	0
	0	0	0
There are 1 payment experiences in D&B's file, with 0 experiences reported during the last three month period.	0	0	0
The highest Now Owes on file is \$50. The highest Past Due on file is \$0.			

Detailed Payment History

Date Reported	Paying Record	High Credit	Now Owes	Selling Terms
July 2010	(001)	\$50	\$50	Cash account

Lines shown in red are 30 or more days beyond terms

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Commercial Credit Score



Decide with Confidence

Summary

Credit Score Class

4

Credit Score
Class

Incidence of Delinquent Payment

90 Days Past Due or More	31.50%
90 Days Past Due or More by Industry	23.50%
90 Days Past Due or More by Employee Size	30
90 Days Past Due or More by Years in Business	403
90 Days Past Due or More by Region	1

Key Factors

- Insufficient number of payment experiences.
- Limited time in business.

Notes:

- The Credit Score Class indicates that this firm shares some of the same business and payment characteristics of other companies with this classification. It does not mean the firm will necessarily experience delinquency.
- The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 90 days past due or more by creditors. The calculation of this value is based on an inquiry weighted sample.
- The Percentile ranks this firm relative to other businesses. For example, a firm in the 80th percentile has a lower risk of paying in a severely delinquent manner than 79% of all scorable companies in D&B's files.
- The Credit Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Credit Score Percentile Norms Comparison

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Financial Stress Score



Decide with Confidence

Summary

Financial Stress Class



Financial Stress Score Percentile

Financial Stress Score Percentile	48
Financial Stress Score	1473
Financial Stress Score Percentile	0.24%
Financial Stress Score	24/10,000
Financial Stress Score Percentile	0.48%
Financial Stress Score	48/10,000
Financial Stress Score Percentile	1

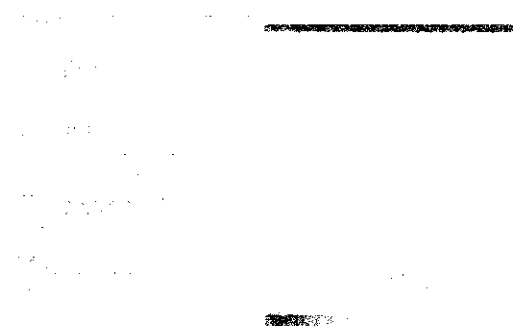
Key Factors

- Limited time under present management control.
- Higher risk legal structure.

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The probability of failure shows the percentage of firms in a given percentile that discontinue operations with loss to creditors. The average probability of failure is based on businesses in D&B's database and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Financial Stress Percentile Comparison



- Similar risk compared to other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Advanced Paydex + CLR

D&B has not received a sufficient sample of payment experiences to establish a PAYDEX score.

D&B receives nearly 400 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received. At this time, none of those experiences relate to this company.

D&B PAYDEX®



Decide with Confidence

Accounts Receivable	\$0
Accounts Payable	\$0
Inventory	\$50
Fixed Assets	\$0

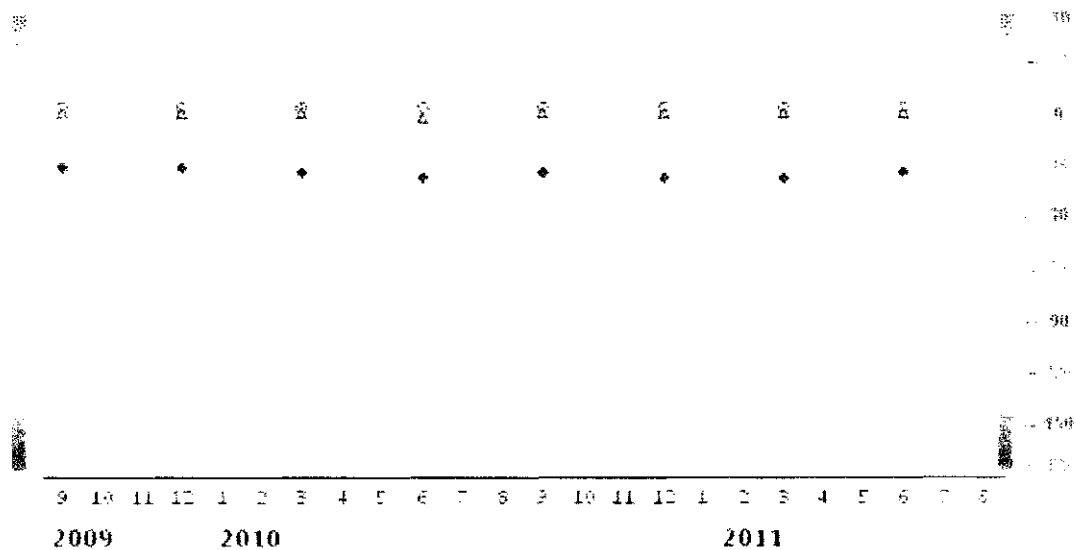
Credit Limit Recommendation

Risk Category	Business Credit Risk	08/02/2011
	Accounts Payable	\$750
	Accounts Receivable	\$2,500
	Key Factor	

Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limits

PAYDEX Yearly Trend

Shows PAYDEX scores of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Business services, based on SIC code 7389.



Note:

- Industry upper quartile represents the performance of the payers in the 75th percentile.



Decide with Confidence

Payment Summary

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

D&B has not received a sufficient sample of payment experiences to establish a PAYDEX score.

There are 1 payment experiences in D&B's file, with 0 experiences reported during the last three month period.

The highest Now Owes on file is \$50. The highest Past Due on file is \$0.

Other Payment Categories

Category	Total Received	Total Dollar Amounts	Largest High Credit
Cash experiences	1	\$50	\$50
Payment record unknown	0	0	0
Unfavorable comments	0	0	0
Placed for Collection	0	0	0

Detailed Payment History

Date Reported	Paying Record	High Credit	Now Owes	Selling Terms
July 2010	(001)	\$50	\$50	Cash account

Lines shown in red are 30 or more days beyond terms

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Exhibit C-8 Bankruptcy Information

Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043

There have been no reorganizations, protection from creditors or any other form of bankruptcy filings by Avion Energy Group, LLC in the current year or within the two most recent years preceding the application.

There is no parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant.

Exhibit C-9 Merger Information

**Avion Energy Group, LLC
1475 Buford Dr
Suite 403-186
Lawrenceville, GA 30043**

Avion Energy Group, LLC is a newly formed LLC it has not been a party to any dissolution or merger or acquisition within the five most recent years preceding the application.