



The Public Utilities Commission of Ohio

PUCO USE ONLY		
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 Rapid Power Management, LLC
Address 19111 N. Dallas Parkway, Suite 125, Dallas, Texas 75287
Telephone # (469) 759-1450 Web site address (if any) www.rapidpower.net

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

Legal Name Rapid Power Management, LLC
Address 19111 N. Dallas Parkway, Suite 125, Dallas, Texas 75287
Telephone # (469) 759-1450 Web site address (if any) www.rapidpower.net

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

Rapid Power Management
Rapid Power Management, LLC

A-4 Contact person for regulatory or emergency matters

Name Erin Neighbors / Katie Casse
Title Electricity Assistant / Natural Gas Assistant

Business address 19111 N. Dallas Parkway, Suite 125, Dallas, Texas 75287
Telephone # (469) 759-1450 Fax # (972) 820-0111
E-mail address (if any) eneighbors@rapidpower.net; kcasse@rapidpower.net

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

Name Erin Neighbors / Katie Casse
Title Electricity Assistant / Natural Gas Assistant
Business address 19111 N. Dallas Parkway, Suite 125, Dallas, Texas 75287
Telephone # (469) 759-1450 Fax # (972) 820-0111
E-mail address (if any) eneighbors@rapidpower.net; kcasse@rapidpower.net

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

Customer Service address 19111 N. Dallas Parkway, Suite 125, Dallas, Texas 75287
Toll-free Telephone # (888) 509-3030 Fax # (972) 820-0111
E-mail address (if any) Info@rapidpower.net

A-7 Applicant's federal employer identification number # 113831277

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

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | <input type="checkbox"/> Limited Liability Company (LLC) |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> 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).

- | | | | | |
|---|--------------------------------------|--|--|--|
| <input checked="" type="checkbox"/> First Energy | | | | |
| <input checked="" type="checkbox"/> Ohio Edison | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Toledo Edison | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Cleveland Electric Illuminating | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Cincinnati Gas & Electric | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Monongahela Power | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> American Electric Power | | | | |
| <input checked="" type="checkbox"/> Ohio Power | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Columbus Southern Power | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Dayton Power and Light | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |

- A-10 Provide the approximate start date that the applicant proposes to begin delivering services

March 1, 2013

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.

Exhibit A-11 “Principal Officers, Directors & Partners”

James “JD” Dodson
President
19111 North Dallas Pkwy Suite 125
Dallas, TX 75287
PH: 469.759.1451

Exhibit A-12 “Corporate Structure”

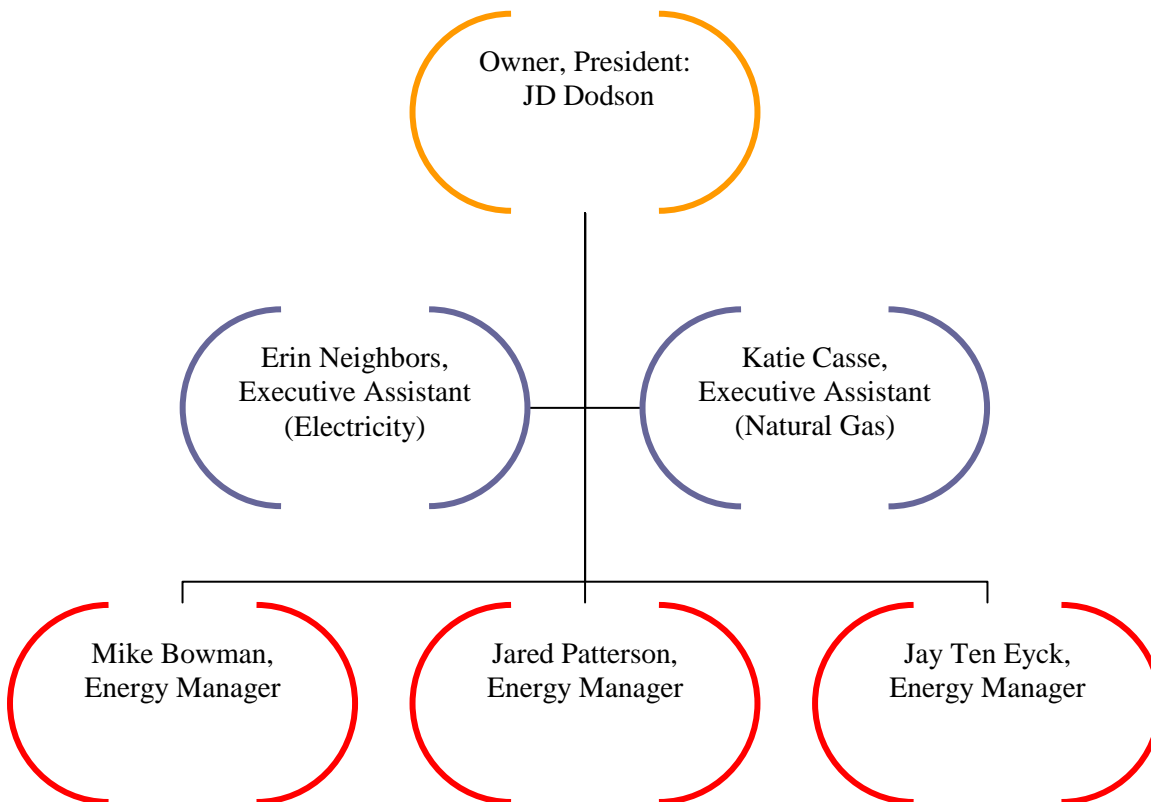


Exhibit A-13 “Company History”

Rapid Power Management was founded in June of 2002 by Brad Keating and James "JD" Dodson. The pair brought together business experience and a knowledge of the Texas "deregulated" market to form a company aimed first at reducing energy prices customers paid, and then helping to reduce consumption by implementing cost reduction measures. The cost savings services began with Energy Procurement and Power Factor Correction, but have grown to include what is best for our clients and makes sense for business. Our goal is to be a leader in whatever field we endeavor to serve while growing our core business and exceeding our customer's expectations.

In late 2012, JD Dodson became the sole owner of Rapid Power Management.

Rapid Power Management, LLC provides three main offerings:

- i. Commodity Consulting Services to broker energy agreements for commercial and industrial consumers.
- ii. Procuring Power Quality Equipment, such as Capacitor Banks to correct harmonics and reactive power usage at industrial plants.
- iii. Providing engineering services, such as conducting Predominant Use Studies to obtain Sales Tax Exemption.

Exhibit A-14 “Articles of Incorporation and Bylaws”

Please see next 8 pages.

**SECOND AMENDED AND RESTATED
OPERATING AGREEMENT**

OF

**RAPID POWER MANAGEMENT, LLC
A Texas Limited Liability Company**

This Second Amended and Restated Operating Agreement ("Agreement") of Rapid Power Management, LLC (the "Company") is made and entered into effective as of the 1st day of November, 2012 (the "Effective Date"), by and between James M. Dodson ("Member") as the sole member and the Company.

WITNESSETH:

WHEREAS, Thomas Bradley Keating ("Keating") and the Member formed the Company as a limited partnership on May 30, 2002, and subsequently converted the Company to a Texas limited liability company on January 4, 2008 pursuant to that certain Amended and Restated Operating Agreement dated effective as of January 1, 2008 (the "Amended LLC Agreement"); and

WHEREAS, pursuant to that certain Redemption Agreement dated as of October 18, 2012, by and among the Company, Keating and the Member (the "Redemption Agreement"), the Company agreed to redeem 100% of Keating's ownership interest in the Company; and

WHEREAS, the Member is now the sole member of the Company, the Company and the Member desire to amend and restate the Amended LLC Agreement as provided herein;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

ARTICLE I

Section 1.01. Organization.

The Company was formed as a limited liability company pursuant to Title 3, and to the extent applicable, Title 1 of the Texas Business Organizations Code, known as Texas Limited Liability Company Law (the "Act"). As used in the Act, the term "Company Agreement" shall herein refer to this Agreement. Member shall be the sole member.

Section 1.02. Name. The name of the Company shall be "**Rapid Power Management, LLC**". All business and affairs of the Company shall be conducted solely under, and all Company Assets (as that term is defined in Section 1.04) shall be held solely in, such name unless otherwise determined by the Member.

Section 1.03. Effective Date and Term. The Company shall be in effect for a term beginning on the Effective Date and shall continue under this Agreement (as amended from time to time) until wound up upon the occurrence of an event that commences the winding up of the

Company in accordance with the provisions of this Agreement, and thereafter to the extent provided by applicable law, until wound up and terminated as provided herein.

Section 1.04. Purposes and Scope of Business. The business and purpose of the Company are to do any and all activities permitted a limited liability company under the Act. Subject to the terms and conditions of this Agreement, the Company shall have the power and authority to do all such other acts and things as may be necessary, desirable, expedient, convenient for, or incidental to, the furtherance and accomplishment of the foregoing objectives and purposes and for the protection and benefit of the Company. The assets of the Company, whether now or hereafter owned, are hereinafter sometimes referred to as the "Company Assets."

Section 1.05. Registered Agent and Office. The Registered Agent (as defined in the Act) for the Company shall be James M. Dodson. The Registered Office (as defined in the Act) of the Company shall be 19111 North Dallas Parkway, Suite 125, Dallas, Texas 75287.

ARTICLE II

OPERATIONS

Section 2.01. Management of Company.

(a) The powers of the Company shall be exercised solely by or under the authority of, and the business and affairs of the Company shall be managed solely by, the Member. The Member shall devote such time to the Company and its business as is appropriate to conduct the business of the Company in an effective manner and to carry out its responsibilities herein, provided, however, that the Member shall not be obligated to devote its full time and attention to the business and affairs of the Company.

(b) Unless expressly prohibited by the Act or this Agreement, the Member may, from time to time, delegate to such other persons such authority and duties of the Member as the Member may deem advisable. The Member may appoint individuals as officers of the Company (the "Officers" or an "Officer") to act on behalf of the Company with such titles as the Member may elect, including without limitation the titles of President, Vice President, Treasurer and Secretary, and unless the Member decides otherwise, the assignment of such title shall constitute the delegation to such Officer of the authority and duties that are customary for an officer with such title of a corporation formed under the Texas Corporation Law, subject to any specific delegation of authority and duties made to such Officer. Any delegation or appointment pursuant to this Section 2.01(b) may be revoked at any time by the Member.

Section 2.02. Affiliates. The Member has the right to cause the Company to enter into contracts or otherwise deal with the Member or any of his affiliates in any capacity, including, without limitation, in connection with the financing, management, and development of the Company Assets.

Section 2.03. Expenses. The Company shall pay or reimburse the Member for all direct, out-of-pocket expenses incurred by it with respect to its duties under Section 2.01 to the Company, including, without limitation, salaries, accounting expenses, insurance premiums

attributable directly to the Company, legal fees, and other direct costs associated with the formation and operation of the Company.

Section 2.04. Exculpations; Indemnities.

(a) Neither the Officers and the Member and their affiliates nor any of their respective shareholders, officers, directors, partners, members, managers, employees or agents (individually a "Covered Person") shall be liable to the Company, the Member, or any other person for any act (including, without limitation, any negligent act) performed or omitted by such Covered Person in good faith and in the belief that such act or omission was in or was not opposed to the best interests of the Company, provided, that such act or omission was not fraud, willful misconduct, or a material violation of this Agreement by such Covered Person. No Covered Person shall be liable to the Company, the Member, or any other person, for any action of any other person, including, without limitation any employee or agent of the Covered Person, provided, such action is within the scope of the purposes of the Company and the Covered Person seeking exculpation satisfies the parameters of the preceding sentence.

(b) The Company shall indemnify, defend, and hold harmless each Covered Person (individually, an "Indemnitee") to the extent of the Company Assets, from and against any losses, expenses, judgments, fines, settlements, and damages incurred by the Company or such Indemnitee (including, without limitation, costs, expenses, and attorneys' fees expended in the settlement or defense of any such claim) arising out of any claim based upon acts (including, without limitation, negligent acts) performed or omitted by the Company or such Indemnitee in good faith and in the belief that such act or omission was in or was not opposed to the best interests of the Company, provided, that such act or omission was not fraud, willful misconduct, or a material violation of this Agreement by such Indemnitee. All decisions of the Company concerning the indemnity of any individual or entity by the Company shall be made by the Member.

ARTICLE III

FINANCING

Section 3.01. Funding.

(a) The Member may make capital contributions to the Company at such times, in such manner and in such amounts as the Member may determine in his sole discretion.

(b) If the Member determines that the Company requires funds for its day to day activities or for any other Company purpose, then the Member may cause the Company to borrow funds from any person on terms approved by the Member.

Section 3.02. Limited Liability of Member. Notwithstanding anything contained in this Agreement to the contrary and except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. No Covered Person shall be obligated

personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person, and the liability of the Member for any of the debts, losses, or obligations of the Company shall be limited to the amount of capital contributed by the Member to the Company. Accordingly, no Covered Person shall be obligated to provide additional capital to the Company or its creditors by way of contribution, loan, or otherwise. Except as provided in the Act or as may be agreed by any Covered Person, no such Covered Person shall have any personal liability whatsoever, whether to the Company or any third party, for the debts of the Company or any of its losses.

Section 3.03. Benefits of Agreement. Nothing in this Agreement, and, without limiting the generality of the foregoing, in this Article III, expressed or implied, is intended or shall be construed to give to any creditor of the Company or to any creditor of the Member or any other person or entity whatsoever, other than the Member and the Company, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any covenant, condition, or provision herein contained, and such provisions are and shall be held to be for the sole and exclusive benefit of the Member and the Company.

ARTICLE IV

ACCOUNTING

Section 4.01. Tax Status. The Company shall elect to be classified as an association treated as a corporation taxable under Subchapter S of the Code for federal income tax purposes. The Company and the Member agree to execute such documents and consents and to cause them to be delivered in a timely manner to the Internal Revenue Service in order to cause the Company to be classified as an association treated as a corporation taxable under Subchapter S of the Code for federal income tax purposes.

Section 4.02. Maintenance of S Election. Except as otherwise provided herein, during the term of this Agreement, no Member will take any action that would knowingly cause the revocation or termination of the S Election, and any attempt to take such an action will be null and void and without effect.

Section 4.03. Accounting.

(a) The fiscal year of the Company shall end on the last day of December of each year.

(b) The books of account of the Company shall be kept and maintained at all times at the principal place of business of the Company or at such other place or places approved by the Member. The books of account shall be maintained according to federal income tax principles using the permissible method of accounting chosen by the Member, consistently applied, and shall show all items of income and expense.

Section 4.04. Bank Accounts. Funds of the Company shall be deposited in a Company account or accounts in the bank or banks as selected by the Member. Withdrawals from bank accounts shall only be made by the Member or such other parties as may be approved by the Member.

Section 4.05. Current Distributions to the Member. Except as provided in Section 5.02 in connection with the termination and liquidation of the Company, the Company shall distribute funds to the Member at such times and in such amounts as the Member may determine in its sole discretion. In determining the amount of funds to distribute pursuant to this Section 4.05, the Member may consider such factors as the need to allocate funds to any reserves for Company contingencies or any other Company purposes that the Member deems necessary or appropriate.

ARTICLE V

WINDING UP AND TERMINATION

Section 5.01. Winding Up of the Company. The Company shall begin to wind up upon the occurrence of any of the following:

- (a) The sale or other disposition, not including an exchange, of substantially all of the assets of the Company (except under circumstances where all or a portion of the purchase price is payable after the closing of the sale or other disposition); or
- (b) Subject to any obligations of the Company, when approved by the Member.

Section 5.02. Termination and Liquidation of the Company.

(a) Upon the commencement of winding up the Company, the Company shall be wound up as rapidly as business circumstances will permit. The Member shall cause a full accounting of the assets and liabilities of the Company to be taken and a resulting statement of the Company Assets to be prepared and furnished to the Member as soon as is reasonably practicable. The Member shall take such action as is necessary so that the Company's business shall be terminated, its liabilities discharged, and its assets distributed as hereinafter described. The Member may sell any or all of the Company Assets or distribute any or all of the Company Assets in kind. A reasonable period of time shall be allowed for the orderly termination of the Company to minimize the normal losses of a liquidation process.

(b) After the payment of all expenses of liquidation and of all debts and liabilities of the Company in such order or priority as provided by law (including any debts or liabilities to the Member, who shall be treated as a secured or unsecured creditor, as may be the case, to the extent permitted by law, for sums loaned to the Company, if any, as distinguished from capital contributions), all remaining Company Assets shall then be distributed to the Member.

Section 5.03. Provisions Cumulative. All provisions of this Agreement relating to the winding up, liquidation, and termination of the Company shall be cumulative to the extent not inconsistent with other provisions herein; that is, the exercise or use of one of the provisions hereof shall not preclude the exercise or use of any other provision of this Agreement to the extent not inconsistent therewith.

ARTICLE VI

GENERALSection 6.01. Notice.

(a) All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing.

(b) All notices, demands, and requests to be sent to any party hereto, pursuant to this Agreement shall be deemed to have been properly given or served if: (i) personally delivered, (ii) deposited prepaid for next day delivery by Federal Express, or other similar overnight courier services, addressed to such party, (iii) deposited in the United States mail, addressed to such party, prepaid and registered or certified with return receipt requested, or (iv) transmitted via telecopier or other similar device to the attention of such party.

(c) All notices, demands, and requests so given shall be deemed received: (i) when personally delivered, (ii) twenty-four (24) hours after being deposited for next day delivery with an overnight courier, (iii) forty-eight (48) hours after being deposited in the United States mail, or (iv) twelve (12) hours after being telecopied or otherwise transmitted and receipt has been confirmed.

(d) Each party hereto shall have the right from time to time, and at any time during the term of this Agreement, to change its address and shall have the right to specify as its address any other address within the United States of America by giving to the other party hereto at least thirty (30) days written notice thereof, in the manner prescribed in Section 6.01(b); provided, however, that to be effective, any such notice must be actually received (as evidenced by a return receipt).

(e) All distributions to the Member shall be made at the address at which notices are sent unless otherwise specified in writing by the Member.

Section 6.02. Amendments. This Agreement may be amended at any time by the Member and the Company.

Section 6.03. GOVERNING LAWS. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Section 6.04. Entire Agreement. This Agreement, including all exhibits to this Agreement and, if any, exhibits to such exhibits, contains the entire agreement among the parties relative to the matters contained in this Agreement.

Section 6.05. Waiver. No consent or waiver, express or implied, by any party to or for any breach or default by any other party in the performance by such other party of his, her, or its obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of

any other breach or default in the performance by such other party of the same or any other obligations of such other party under this Agreement. Failure on the part of any party to complain of any act or failure to act of any of the other party or to declare any of the other parties in default, regardless of how long such failure continues, shall not constitute a waiver by such party of his, her, or its rights hereunder.

Section 6.06. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.

Section 6.07. Binding Agreement. Subject to the restrictions on transfers and encumbrances set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective legal representatives, successors, and assigns. Whenever, in this Agreement, a reference to any party is made, such reference shall be deemed to include a reference to the legal representatives, successors, and assigns of such party.

Section 6.08. Tense and Gender. Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine, or neuter gender is used inappropriately in this Agreement, this Agreement shall be read as if the appropriate gender was used.

Section 6.09. Captions. Captions are included solely for convenience of reference and if there is any conflict between captions and the text of this Agreement, the text shall control.

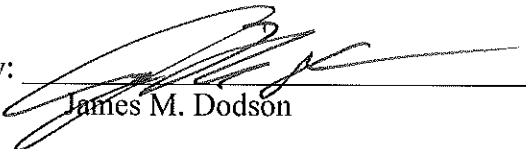
Section 6.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one, and they shall have the same force and effect as if all of the parties had executed a single signature page.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Each of the undersigned has executed and delivered this Agreement of Rapid Power Management, LLC to be effective as of the Effective Date.

THE MEMBER:

JAMES M. DODSON

By: 
James M. Dodson

Membership interest: 100%

Exhibit A-15 "Secretary of State"



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXFEE	PENALTY	CERT	COPY
05/25/2010	201014400752	REG. OF FOR. PROFIT LIM. LIAB. CO. (LLP)	125.00	100.00	.00	.00	.00

Receipt

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

RAPID POWER MANAGEMENT
19111 NORTH DALLAS PARKWAY
STE 125
DALLAS, TX 75287

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1938384

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

RAPID POWER MANAGEMENT, LLC

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

Document(s):
REG. OF FOR. PROFIT LIM. LIAB. CO.

Document No(s):
201014400752



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

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 21st day of May, A.D. 2010.

Ohio Secretary of State

Exhibit B-1 “Jurisdictions of Operation”

Rapid Power Management, LLC is in licensed or in the process of becoming licensed in the following states:

Illinois
Massachusetts
Pennsylvania
Texas
Washington DC
Ohio
Connecticut
New Jersey
Delaware
Maryland

Exhibit B-2 “Experience and Plans”

Rapid Power Management has been providing consulting services in Texas since 2002. Throughout the years Rapid Power Management has expanded to do business in multiple other states. Our company does not provide contracts or contracted services to the customer. The customer signs a contract with the retail electric provider, who will also be billing the customer directly. Rapid Power Management, LLC simply provides consulting services to the customer.

Exhibit B-3 “Summary of Experience”

Rapid Power Management has been brokering electricity contracts since 2002 and natural gas contracts since 2006. We currently serve around 200 customers across the nation in all utilities for both electricity and/or natural gas in the states listed above.

Exhibit B-4 “Disclosure of Liabilities and Investigations”

N/A

Exhibit B-5 "Disclosure of Consumer Protection Violations"

No

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

No

Exhibit C-1 “Annual Reports”

Rapid Power Management is a private company, therefore excused from providing any annual reports to shareholders.

Exhibit C-2 “SEC Filings”

Rapid Power Management is a private company, therefore excused from filing with the SEC.

Exhibit C-3 “Financial Statements”

Please see the most recent financial statements Rapid Power Management has available (11 pages).

Rapid Power Management, LLC
Statement of Assets, Liabilities and Equity-Income Tax Basis
September 30, 2010

	Sep 30, 10
ASSETS	
Current Assets	
Checking/Savings	
Frost Bank Checking	29,845.40
Frost Bank HI Yield Savings	100,103.60
Frost Bank Savings	472,644.96
Frost Letter of Credit	20,005.28
Chase HI Yield Savings -6628	39,538.28
Chase Bank Checking	56,747.24
Chase Bank Savings	1,834.41
Total Checking/Savings	720,719.17
Other Current Assets	
Undeposited Funds	5,025.62
Total Other Current Assets	5,025.62
Total Current Assets	725,744.79
Fixed Assets	
Company Owned Autos	25,824.93
Leasehold Improvements	4,831.87
Accumulated Depreciation	-119,003.00
Electroflow Equipment	14,675.00
Office equipment	98,835.72
Office Furniture	8,195.08
Total Fixed Assets	33,359.60
Other Assets	
Rent Deposit	6,135.46
Website Development-Accum. Amtz	-24,768.00
Website Development	43,859.26
Total Other Assets	25,226.72
TOTAL ASSETS	784,331.11
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Platinum Plus (BOA)	598.04
American Express (new)	7,916.60
Total Credit Cards	8,512.64
Other Current Liabilities	
401(k) Withheld	1,608.68
Sales Tax Due	24,812.26
Total Other Current Liabilities	26,420.84
Total Current Liabilities	34,933.48
Long Term Liabilities	
Note Payable - F 150/-8426	3,324.93
Total Long Term Liabilities	3,324.93
Total Liabilities	38,258.41
Equity	
BK Equity	
BK Earnings	
BK Profit Distribution Payment	-78,000.00
Total BK Earnings	-78,000.00
BK Equity - Other	279,967.39
Total BK Equity	201,967.39

See the accompanying accountant's compilation report.

Rapid Power Management, LLC
Statement of Assets, Liabilities and Equity-Income Tax Basis
September 30, 2010

	<u>Sep 30, 10</u>
JD Equity	
JD Earnings	
JD Profit Distributions	<u>-85,000.00</u>
Total JD Earnings	-85,000.00
JD Equity - Other	<u>272,409.38</u>
Total JD Equity	187,409.38
Net Income	<u>356,695.93</u>
Total Equity	<u>746,072.70</u>
TOTAL LIABILITIES & EQUITY	<u><u>784,331.11</u></u>

Rapid Power Management, LLC
Statement of Revenue and Expense-Income Tax Basis
For the Quarter and Three Quarters ended Sept. 30, 2010

	Jul - Sep 10	Jan - Sep 10
Ordinary Income/Expense		
Income		
PFC Indirect Sales	3,496.85	8,226.30
SPD Indirect Sales	11,876.32	22,616.21
Sales	739,814.87	1,679,269.65
Consulting Income	267,340.64	652,740.52
Engineering Services	34,487.62	115,941.96
Total Income	1,057,016.30	2,476,794.64
Cost of Goods Sold		
Oil Field Equipment		
Oil Field Consulting Expenses	139,195.34	217,929.14
Oil Field Equipment - Other	239,785.44	593,716.97
Total Oil Field Equipment	378,980.78	811,646.11
Engineering Purchase	14,465.45	29,032.33
Cost of Goods Sold	108,009.68	353,611.13
Total COGS	501,455.91	1,194,289.57
Gross Profit	555,560.39	1,282,505.07
Expense		
Auto Expense	1,208.25	1,208.25
Payroll Tax Expense	12,386.50	36,169.86
Payroll Processing Fees	506.17	1,244.93
401K Match Expense		
401k Non-Elective Contribution	0.00	32.68
401K Match Expense - Other	7,779.13	19,953.54
Total 401K Match Expense	7,779.13	19,986.22
Wages		
Management Wages	130,239.88	299,884.48
Administrative Wages	27,730.78	72,730.80
Sales Wages	73,432.70	165,492.85
Total Wages	231,403.36	538,108.13
Utility Data Charges	40.00	326.00
Temporary Staffing	204.03	5,454.03
Business Equipment	383.53	603.22
Automobile Reimbursement	11,629.64	30,906.93
Charitable Contribution	0.00	577.28
Bank Service Charges	37.97	2,022.91
Commissions		
Finders Fees	2,664.45	9,271.45
Total Commissions	2,664.45	9,271.45
Dues and Subscriptions	3,016.35	10,717.99
Freight Charges	0.00	183.58
Insurance		
Life Insurance	2,170.00	3,610.00
Disability Insurance	0.00	445.00
Healthcare	8,425.28	37,491.57
Liability Insurance	13,454.28	21,888.63
Total Insurance	24,049.56	63,435.20
Interbank Funds Transfer	0.00	0.00
Interest Expense	293.23	293.23
Licenses and Permits	0.00	487.56
Marketing Expense		
Database Purchase	85.00	1,061.85
Customer Appreciation Gifts	0.00	270.65
Newsletter	0.00	211.20
RPM Promo Clothes	0.00	630.76
Tradeshow Exhibit	2,145.00	4,383.28

See the accompanying accountant's compilation report.

Rapid Power Management, LLC
Statement of Revenue and Expense-Income Tax Basis
For the Quarter and Three Quarters ended Sept. 30, 2010

	Jul - Sep 10	Jan - Sep 10
Website	4,363.85	5,452.45
Marketing Expense - Other	8,405.28	16,141.15
Total Marketing Expense	14,999.13	28,151.34
Office Expenses		
Office Phones	4,570.92	10,596.55
Postage and Shipping	904.33	3,202.89
Copier Lease	946.98	2,735.61
Computer Expenses		
Maintenance & Repair	3,998.69	11,134.00
Software	2,045.30	5,377.66
Total Computer Expenses	6,043.99	16,511.66
Misc	0.00	150.00
Office Rent	18,749.84	55,642.61
Office Supplies	2,607.19	5,721.52
Utilities		
Electricity	474.00	1,422.00
Utilities - Other	474.00	1,051.00
Total Utilities	948.00	2,473.00
Telephone		
Cell Phone	2,551.63	7,789.16
Total Telephone	2,551.63	7,789.16
Office Expenses - Other	733.76	3,208.78
Total Office Expenses	38,056.64	108,031.78
Postage and Delivery	184.59	745.73
Printing and Reproduction	890.75	2,421.92
Professional Fees		
Accounting	1,400.00	5,820.00
Legal Fees	0.00	3,500.00
Professional Fees - Other	2,635.50	6,930.50
Total Professional Fees	4,035.50	16,250.50
Taxes		
Franchise Tax	0.00	8,513.20
Taxes - Other	0.00	250.00
Total Taxes	0.00	8,763.20
Travel & Ent		
Airline Tickets	1,487.60	7,029.91
Entertainment		
Roughriders Tickets	1,154.00	1,436.50
Mavericks Tickets	0.00	7,224.00
Cowboys Tickets	0.00	9,756.00
Entertainment - Other	330.50	1,404.35
Total Entertainment	1,484.50	19,820.85
Meals	2,312.85	6,860.64
Travel		
Hotels	906.74	3,450.87
Travel - Other	845.84	2,475.92
Total Travel	1,752.58	5,926.79
Travel & Ent - Other	0.00	91.00
Total Travel & Ent	7,037.53	39,729.19
Total Expense	360,806.31	926,090.43
Net Ordinary Income	194,754.08	357,414.64

See the accompanying accountant's compilation report.

Rapid Power Management, LLC
Statement of Revenue and Expense-Income Tax Basis
For the Quarter and Three Quarters ended Sept. 30, 2010

	Jul - Sep 10	Jan - Sep 10
Other Income/Expense		
Other Income		
Interest Income	161.42	874.73
Other Income	19.31	5,303.18
Total Other Income	180.73	6,177.91
Other Expense		
Other Expenses	2,254.76	6,896.62
Total Other Expense	2,254.76	6,896.62
Net Other Income	-2,074.03	-718.71
Net Income	192,680.05	356,695.93

CRAIG W. HEADLEE, CPA

CERTIFIED PUBLIC ACCOUNTANT

2727 LBJ FREEWAY, SUITE 328
DALLAS, TEXAS 75234
(972) 620-1812

Accountant's Compilation Report

Rapid Power Management, LLC
19111 N. Dallas Parkway, Suite 125
Dallas, Texas 75287

I have compiled the accompanying statement of assets, liabilities, and equity-income tax basis of Rapid Power Management, LLC as of September 30, 2010, and the related statement of revenue and expenses-income tax basis for the quarter and three quarters ending September 30, 2010, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the accounting basis used by the Partnership for Federal income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's statement of assets, liabilities, and equity-income tax basis and statement of revenues and expenses-income tax basis. Accordingly, these financial statements are not designed for those who are not informed about such matters.

I am not independent with respect to Rapid Power Management.

December 28, 2010



Rapid Power Management, LLC
Balance Sheet
As of December 31, 2011

	Dec 31, 11
ASSETS	
Current Assets	
Checking/Savings	
Frost Bank Checking	17,232.78
Frost Bank HI Yield Savings	110,704.79
Frost Bank Savings	487,267.48
Frost Letter of Credit	20,018.65
Total Checking/Savings	635,223.70
Accounts Receivable	
Accounts Receivable	1,485,957.69
Total Accounts Receivable	1,485,957.69
Other Current Assets	
Undeposited Funds	52,415.58
Total Other Current Assets	52,415.58
Total Current Assets	2,173,596.97
Fixed Assets	
Accumulated Depreciation	-224,927.00
Company Owned Autos	109,771.54
Equipment	803,831.80
Leasehold Improvements	4,831.87
Office equipment	
Database Program	4,655.00
Office equipment - Other	136,169.42
Total Office equipment	140,824.42
Office Furniture	16,606.04
Total Fixed Assets	850,938.67
Other Assets	
Rent Deposit	6,135.46
Website Development	47,564.26
Website Development-Accum. Amtz	-40,019.00
Total Other Assets	13,680.72
TOTAL ASSETS	3,038,216.36
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Note Payable - F250/03697	7,186.56
Sales Tax Due	38,449.21
Total Other Current Liabilities	45,635.77
Total Current Liabilities	45,635.77
Long Term Liabilities	
Frost Bank Loan	220,285.48
Total Long Term Liabilities	220,285.48
Total Liabilities	265,921.25
Equity	
Drawings-BK	-51,616.00
Drawings-JD	-51,000.00
Partner One Equity	522,231.23
Partner Two Equity	522,320.06
Net Income	1,830,359.82
Total Equity	2,772,295.11
TOTAL LIABILITIES & EQUITY	3,038,216.36

See the accompanying accountant's compilation report.

Rapid Power Management, LLC
Income Statement
For the Year Ended Dec. 31, 2011

	Jan - Dec 11
Ordinary Income/Expense	
Income	
Consulting Income	934,416.17
Engineering Services	125,282.56
Oilfield Power Supply Rental	219,000.00
Reimbursed Expenses	230.86
Sales	8,737,357.45
Utility Incentive	99,349.45
Total Income	10,116,636.49
Cost of Goods Sold	
Cost of Goods Sold	1,256,849.39
Electrical Engineering	7,159.07
Engineering Purchase	21,159.85
Lighting Retrofit Purchase	5,098.00
Oil Field Equipment	
Oil Field Consulting Expenses	1,525,094.87
Oil Field Equipment - Other	2,432,978.51
Total Oil Field Equipment	3,958,073.38
Rental Construction Equipment	8,962.95
Utility Rebate Paid to Customer	58,999.36
Total COGS	5,316,302.00
Gross Profit	4,799,334.49
Expense	
401K Match Expense	
401k Non-Elective Contribution	209.85
401K Match Expense - Other	41,482.58
Total 401K Match Expense	41,692.43
Amortization expense	7,250.00
Auto Expense	28,683.08
Automobile Reimbursement	43,089.21
Bank Service Charges	1,551.50
Charitable Contribution	1,550.00
City Permits	6,593.57
Commissions	
Finders Fees	20,008.00
Commissions - Other	6,000.00
Total Commissions	26,008.00
Contributions	7,675.00
Depreciation Expense	97,541.00
Dues and Subscriptions	29,229.71
Educational Expense	670.98
Electrical Contractor Services	1,335.73
Electrical Testing Services	650.00
Equipment Rental	4,347.09
Freight Charges	5,620.55
Insurance	
Bonding Expense	8,579.00
Disability Insurance	16,067.24
Healthcare	61,233.99
Liability Insurance	55,658.91
Life Insurance	2,170.00
Work Comp	5,232.00
Total Insurance	148,941.14
Interest Expense	
Loan Interest	8,842.38
Total Interest Expense	8,842.38
Marketing Expense	
Customer Appreciation Gifts	4,510.74

See the accompanying accountant's compilation report.

Rapid Power Management, LLC
Income Statement
For the Year Ended Dec. 31, 2011

	Jan - Dec 11
Database Purchase	1,211.58
Newsletter	1,402.12
RPM Promo Clothes	2,118.74
Telemarketing	16,500.00
Tradeshaw Exhibit	6,705.98
Website	6,149.15
Marketing Expense - Other	25,029.35
Total Marketing Expense	63,627.64
Office Expenses	
Computer Expenses	
Maintenance & Repair	11,617.92
Software	14,565.97
Computer Expenses - Other	4,600.56
Total Computer Expenses	30,784.45
Copier Lease	3,764.18
Misc	597.79
Office Phones	12,345.18
Office Rent	48,430.97
Office Supplies	12,682.65
Postage and Shipping	4,901.53
Property Lease	1,750.00
Telephone	
Cell Phone	13,648.12
Total Telephone	13,648.12
Utilities	
Electricity	5,669.25
Total Utilities	5,669.25
Office Expenses - Other	7,659.64
Total Office Expenses	142,233.76
Outside Services	350.00
Payroll Processing Fees	4,226.48
Payroll Tax Expense	80,608.29
Petty Cash	500.00
Postage and Delivery	2,659.76
Printing and Reproduction	156.88
Professional Fees	
Accounting	9,050.00
Legal Fees	160.00
Professional Fees - Other	1,750.00
Total Professional Fees	10,960.00
Taxes	
Franchise Tax	7,171.35
Local	464.60
Property	217.85
Taxes - Other	260.00
Total Taxes	8,113.80
Temporary Staffing	11,996.40
Travel & Ent	
Airline Tickets	12,688.24
Entertainment	
Cowboys Tickets	3,265.00
Mavericks Tickets	9,302.00
Roughriders Tickets	1,280.00
Entertainment - Other	7,995.73
Total Entertainment	21,832.73
Meals	12,008.09
Travel	
Hotels	3,916.38

See the accompanying accountant's compilation report.

Rapid Power Management, LLC
Income Statement
For the Year Ended Dec. 31, 2011

	Jan - Dec 11
Travel - Other	4,976.38
Total Travel	8,892.76
Travel & Ent - Other	158.75
Total Travel & Ent	55,580.57
Utility Data Charges	83.00
Wages	
Administrative Wages	143,130.75
Electrician Wages	69,714.50
Laborer Wages	80,359.50
Management Wages	1,314,431.28
Sales Wages	454,352.11
Technician Wages	62,115.38
Wages - Other	1,397.00
Total Wages	2,125,500.62
Total Expense	2,967,868.45
Net Ordinary Income	1,831,466.04
Other Income/Expense	
Other Income	
Interest Income	525.14
Other Income	1,973.96
Total Other Income	2,499.10
Other Expense	
Other Expenses	3,605.32
Total Other Expense	3,605.32
Net Other Income	-1,106.22
Net Income	1,830,369.82

See the accompanying accountant's compilation report.

CRAIG W. HEADLEE, CPA

CERTIFIED PUBLIC ACCOUNTANT

2727 LBJ FREEWAY, SUITE 328
DALLAS, TEXAS 75234
(972) 620-1812

Accountant's Compilation Report

Rapid Power Management, LLC
19111 N. Dallas Parkway, Suite 125
Dallas, Texas 75287

I have compiled the accompanying balance sheet of Rapid Power Management, LLC as of December 31, 2011, and the related statement of income for the year ending December 31, 2011, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial statements. Accordingly, these financial statements are not designed for those who are not informed about such matters.

A statement of cash flows for the year ended December 31, 2011 has not been presented. Generally accepted accounting principles require that such a statement be presented when financial statements purport to present financial position and results of operations.

I am not independent with respect to Rapid Power Management.

February 1, 2012

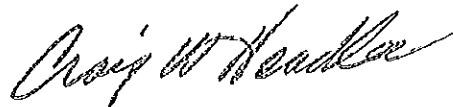


Exhibit C-4 “Financial Arrangements”

N/A

Exhibit C-5 “Forecasted Financial Statements”

N/A

Exhibit C-6 “Credit Rating”

Please see next 8 pages.

Exhibit C-7 “Credit Report”

Please see next 8 pages.



Decide with Confidence

Comprehensive Insight Plus Report for
RAPID POWER MANAGEMENT, LLC
Report Printed: November 14, 2012

D-U-N-S #: 14-168-5383

Print this report

To save this report to your PC: Select File and then Save As from the browser menu bar. Click on the Save in: drop-down menu and select a location for your file. Enter a file name and save the report as a .html or .txt file.

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[Company Snapshot](#) [Creditworthiness](#) [Payment History & Trends](#) [Public Filings](#) [History & Operations](#) [Banking & Finance](#)

Company Snapshot

Business Summary

Profile

RAPID POWER MANAGEMENT, LLC
19111 Dallas Pkwy Ste 125
Dallas, TX 75287

Tel: 972 820-0300
D-U-N-S #: 14-168-5383
D&B Rating: 2R3

Company Stats

Year started	2002
Employees	7
Financing	SECURED
Manager	James Dodson, Mbr
S.I.C.	8741
Industry	Management srvc

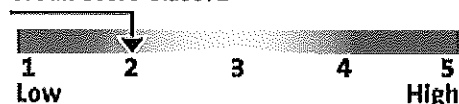
This is a **single** location.

The Net worth amount in this section may have been adjusted by D&B to reflect typical deductions, such as certain intangible assets.

Likelihood this company will not pay on time over the next 12 months

LOW ☒

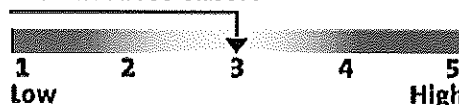
Credit Score Class: 2



Likelihood this company will experience financial stress in the next 12 months

AVERAGE

Financial Stress Class: 3



Timeliness of historical payments for this company**

PROMPT ☒

D&B PAYDEX®: 80



Industry benchmark: Prompt

**Based on 22 trade experiences on file with D&B

Payment performance trend over the past 90 days

UNCHANGED

D&B offers guidance on credit limits for this company based on its profile as well as profiles of other companies similar in size, industry, and credit usage

[Get details](#)

Evidence of bankruptcy, fraud, or criminal proceedings in the history of this business or its management

NO ☒

Noteworthy special events in this company's file

NO ☒

Total number of suits, liens and judgments in this company's file

0 ☒

Value of open suits, liens and judgments for this company

\$0 ☒

Value of open records refers only to 10 most recent filings for each record type.

The average probability of failure is based on businesses in D&B's database and is provided for comparative purposes.

paying in a severely delinquent manner than 75% of all scorable companies in D&B's files.

- The Financial Stress Score 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 Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

[Company Snapshot](#) [Creditworthiness](#) [Payment History & Trends](#) [Public Filings](#) [History & Operations](#) [Banking & Finance](#)

Payment History

Summary

Average payment performance trend when weighted by dollar amount

UNCHANGED 

Company's payment performance over the past 12 months compared with its peers

AHEAD ☒

Payment History Overview

Payment experiences on file with D&B:	22	Average highest credit:	\$676
Payments made within terms:	21 (95%)	Largest high credit:	\$2,500
Amount placed for collections:	0 (0%)	Highest now owing:	\$1,000
		Highest past due:	\$0

Historical Payment Trends: PAYDEX®

Average payment performance trend when weighted by dollar amount

Last 3 months: Trend is unchanged

 UNCHANGED

Last 12 months: Generally within terms D&B PAYDEX® : 80
Industry benchmark: Prompt



Based on payments collected over last 12 months.

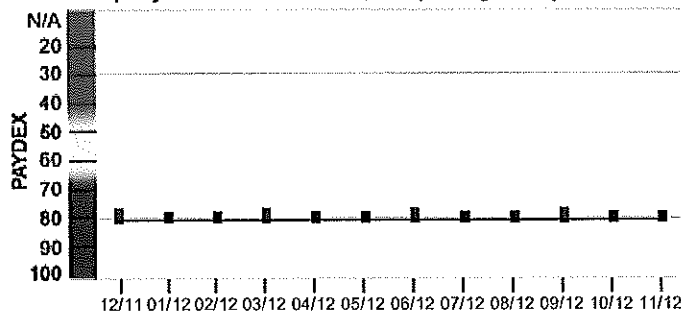
Indications of slowness can be the result of dispute over merchandise, skipped invoices, etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Historical Payment Trends: PAYDEX® Comparison to Industry

Company's payment performance over the past 12 months compared with its peers

AHEAD ☒

This company's 12-month high: 80, or equal to generally within terms
This company's 12-month low: 80, or equal to generally within terms



Shows PAYDEX scores of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Management svcs, based on SIC code 8741.

Payment History Details

Date Reported	Paying Record	High Credit (\$)	Now Owes (\$)	Past Due (\$)	Selling Terms	Last Sale Within (months)
10/12	Prompt		250	0		1
10/12	Prompt	2,500	1,000	0		1
10/12	Prompt	500	500	0		1
10/12	Prompt	250	250	0		1
10/12	Prompt	50	0	0	Net30	4-5
10/12	(006)	50	0	0	Cash account	6-12
10/12	(007)	50			Cash account	1
09/12	Prompt	1,000	0	0		1
09/12	Prompt	750	250	0		1
09/12	Prompt	250	0	0		6-12
09/12	Prompt	100	100	0		1
09/12	Prompt	0	0	0		6-12
09/12	(013)	250			Cash account	1
06/12	(014)	100	100		Cash account	1
04/12	Prompt	0	0	0		1
03/12	Prompt	500				1
12/11	Slow 30	100	0	0	Net30	2-3
11/11	(018)	2,500	1,000	0		1
	Satisfactory.					
10/11	(019)	0	0	0	Cash account	6-12
05/11	(020)	250	0	0		6-12
	Cash own option.					
03/11	Prompt	50				4-5
11/10	(022)	0	0	0	Cash account	6-12

Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of dispute over merchandise, skipped invoices, etc.

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

Payment Analysis By Industry

Company's dollar-weighted payments listed by the primary industries of its suppliers

Industry	Total Received (#)	Total Dollar Amount (\$)	Largest High Credit (\$)	Within Terms	Slow 1-30 60	Slow 31- 90	Slow 61- 90	Slow 91+
					(% of dollar amount)			
Data processing svcs	3	1,100	750	100	0	0	0	0
Telephone communictns	2	1,500	1,000	100	0	0	0	0
Mfg relays/controls	1	2,500	2,500	100	0	0	0	0
Hvy const eqpt rental	1	2,500	2,500	100	0	0	0	0
Public finance	1	500	500	100	0	0	0	0
Misc business service	1	250	250	100	0	0	0	0
Whol electronic parts	1	100	100	0	100	0	0	0
Whol electrical equip	1	50	50	100	0	0	0	0
Lithographic printing	1	50	50	100	0	0	0	0
Misc business credit	1	250	0	100	0	0	0	0
Photocopying service	1	0	0	0	0	0	0	0

Short-term busn credit	1	0	0	0	0	0	0	0
Other payment categories								
Cash experiences	7	700	250					
Payment record unknown	0	0	0					
Unfavorable comments	0	0	0					
Placed for collection								
With D&B	0	0	0					
Other	0	N/A	0					
Total in D&B's file	22	9,500	2,500					

Company Snapshot Creditworthiness Payment History & Trends Public Filings History & Operations Banking & Finance

Summary of Court Actions

Record Type	Open Records	Open Value	Total Records	Most Recent Filing Date
Suits	0	0	0	-
Liens	0	0	0	-
Judgments	0	0	0	-
<u>UCC Filings</u>	5	N/A	6	10/19/2012
Bankruptcy Proceedings	0	N/A	0	-

Number and value of open records refers only to 10 most recent filings for each record type.

Collateral	Type	Sec. Party	Debtor	Date Filed	Additional Details
All Inventory and proceeds - All Account(s) and proceeds - All General intangibles(s) and proceeds - All Equipment and proceeds - All Fixtures and proceeds	Original	THE FROST NATIONAL BANK, SAN ANTONIO, TX	RAPID POWER MANAGEMENT, LLC	06/02/2010	Filing number: 100015779141 Filed with: SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX Latest info Received: 06/09/2010
All Inventory and proceeds - All Account(s) and proceeds - All General intangibles(s) and proceeds - All Equipment and proceeds - All Chattel paper and proceeds	Original	JPMORGAN CHASE BANK, NA, HOUSTON, TX	RAPID POWER MANAGEMENT	06/01/2005	Filing number: 050017043717 Filed with: SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX Latest info Received: 06/13/2005
Unavailable	Continuation	JPMORGAN CHASE BANK, NA, HOUSTON, TX	RAPID POWER MANAGEMENT	01/05/2010	Filing number: 1000001387 Filed with: SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX Latest info Received: 01/06/2010
Accounts receivable and proceeds - Inventory and proceeds - Contract rights and proceeds - Equipment and proceeds - Fixtures and proceeds	Original	SP4 TOLLWAY CROSSING, L.P., LOS ANGELES, CA	RAPID POWER MANAGEMENT, LLC	03/24/2008	Filing number: 080010177478 Filed with: SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX Latest info Received: 04/04/2008
Unavailable	Continuation	SP4 TOLLWAY	RAPID POWER	10/19/2012	Filing number: 1200330786

Registration ID: 0800919568
Where filed: SECRETARY OF STATE, AUSTIN, TX
Registered Agent: BRAD KEATING, 2761 TRINITY MILLS ROAD,
STE. 102, CARROLLTON, TX, 750060000
Principals: JAMES DODSON, MEMBER, 19111 DALLAS
PKWY STE 125, DALLAS, TX, 752870000
BRAD KEATING, MEMBER, 19111 DALLAS
PKWY STE 125, DALLAS, TX, 752870000

Corporate and business registrations provided by management or other source.

Company Operations

Description: Provides management services (100%).

ADDITIONAL TELEPHONE NUMBER(S): Facsimile (Fax) 972 820-0111.

Terms are undetermined. Sells to undetermined. Territory : United States.

Employees: 7 which includes partners.

Facilities: Leases 3,000 sq. ft. in a one story building.

Industry Classification

SIC		NAICS	
87410000	Management services	561110	Office Administrative Services

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

Company Snapshot Creditworthiness Payment History & Trends Public Filings History & Operations Banking & Finance

Banking & Finance

Key Business Ratios

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.

	Industry Norms based on 13 establishments		
	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales	UN	5.1	UN
Return on Net Worth	UN	32.3	UN
Short-Term Solvency			
Current Ratio	UN	2.5	UN
Quick Ratio	UN	2.0	UN
Efficiency			
Assets Sales	UN	35.2	UN
Sales / Net Working Capital	UN	9.4	UN
Utilization			
Total Liabilities / Net Worth	UN	65.6	UN

UN = Unavailable


Finance

11/12/2011

The name and address of this business have been confirmed by D&B using available sources.

[Company Snapshot](#) [Creditworthiness](#) [Payment History & Trends](#) [Public Filings](#) [History & Operations](#) [Banking & Finance](#)

Customer Service

 Need help? Call Customer Service at (800) 932-0025, Monday through Friday, 8:00 AM to 6:00 PM Local Time.

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Exhibit C-8 “Bankruptcy Information”

Rapid Power management, LLC has not reorganized, nor had any sort of bankruptcy filing in the current year or the previous two years.

Exhibit C-9 “Merger Information”

N/A

AFFIDAVIT

State of TEXAS :

____ ss.
(Town)

County of William :

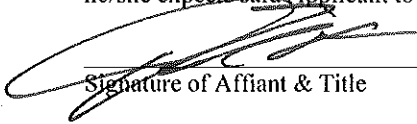
James Dodson, Affiant, being duly sworn/affirmed according to law, deposes and says that:
He/She is the President (Office of Affiant) of Peapack Power Management, LLC (Name of Applicant);

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.

 President
Signature of Affiant & Title

Sworn and subscribed before me this 4 day of February 2013
Month Year


Signature of official administering oath

Erin Neighbors
Print Name and Title



My commission expires on 8/7/2015

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

2/5/2013 9:25:33 AM

in

Case No(s). 13-0363-EL-AGG

Summary: Application Complete Electric Broker Application electronically filed by Ms. Katie Casse on behalf of Casse , Katie