



FILE

13-0964-GA-AGG 4/6

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Date Received	Case Number	Certification Number
	- GA-AGG	

CERTIFICATION APPLICATION COMPETITIVE RETAIL NATURAL GAS BROKERS /AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit A-16 - Company History*). 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, 13th Floor, 180 East Broad Street, Columbus, Ohio 43215-3793.

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

SECTION A - APPLICANT INFORMATION AND SERVICES

A-1 Applicant intends to be certified as: (check all that apply)

☐ Retail Natural Gas Aggregator ☒ Retail Natural Gas Broker

A-2 Applicant information:

Legal Name **DNE Sales LLC**
 Address **3551 St. Charles Blvd suite 530, Kirkland Quebec H9H 5B9 Canada**
 Telephone No. **1888 631 7977** Web site Address **dnecsales.com, dnecresources.com**

A-3 Applicant information under which applicant will do business in Ohio:

Name **DNE SALES LLC**
 Address _____
 Web site Address **dnecsales.com, dnecresources.com** Telephone No. _____

A-4 List all names under which the applicant does business in North America:

DNE Sales LLC **DNE Resources**
Dominion Newenergy **DNE Sales Inc**
DNEnergy **DNE Sales**

A-5 Contact person for regulatory or emergency matters:

Name **Keith Grover** Title **Business Development Director**
 Business Address **398-4000 Rue St. Ambrose, Montreal, Quebec Canada H4C 2C7**
 Telephone No. **1888 631 7977** Fax No. **514 419 1816** Email Address **Keith.grover@dnecsales.com**

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2013 APR 18 AM 8:57

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This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
 Date Processed APR 18 2013

A-6 Contact person for Commission Staff use in investigating customer complaints:

Name Roger Raghunath Title Vice President of Sales
Business address 4400 Easton Commons Way Suite 125 Columbus OH 43219
Telephone No. 315 849 6358 Fax No. 514 419 1816 Email Address roger.raghunath@dn-sales.com

A-7 Applicant's address and toll-free number for customer service and complaints

Customer service address 398-4000 Rue St. Ambroise, Montreal, Quebec, Canada H4C 2C7
Toll-Free Telephone No. 888 631 7977 Fax No. 514 419 1816 Email Address info@dn-sales.com

A-8 Provide "Proof of an Ohio Office and Employee," in accordance with Section 4929.22 of the Ohio Revised Code, by listing name, Ohio office address, telephone number, and Web site address of the designated Ohio Employee

Name Roger Raghunath Title Vice President of Sales
Business address 4400 Easton Commons Way Suite 125 Columbus, OH 43219
Telephone No. 315 849-6358 Fax No. 514 419 1816 Email Address roger.raghunath@dn-sales.com

A-9 Applicant's federal employer identification number 99-0366413

A-10 Applicant's form of ownership: (Check one)

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

A-11 (Check all that apply) Identify each natural gas company service area in which the applicant is currently providing service or intends to provide service, including identification of each customer class that the applicant is currently serving or intends to serve, for example: residential, small commercial, and/or large commercial/industrial (mercantile) customers. (A mercantile customer, as defined in Section 4929.01(L)(1) of the Ohio Revised Code, means a customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, "Mercantile customer" excludes a not-for-profit customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside this state that has filed the necessary declaration with the Public Utilities Commission.)

<input checked="" type="checkbox"/> Columbia Gas of Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Dominion East Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Duke Energy Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Vectren Energy Delivery of Ohio	<input checked="" type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial

A-12 If applicant or an affiliated interest previously participated in any of Ohio's Natural Gas Choice Programs, for each service area and customer class, provide approximate start date(s) and/or end date(s) that the applicant began delivering and/or ended services. *N/A*

☐ Columbia Gas of Ohio

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

☐ Dominion East Ohio

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

☐ Duke Energy Ohio

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

☐ Vectren Energy Delivery of Ohio

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

A-13 If not currently participating in any of Ohio's four Natural Gas Choice Programs, provide the approximate start date that the applicant proposes to begin delivering services:

<input checked="" type="checkbox"/>	Columbia Gas of Ohio	Intended Start Date	April 15 2013
<input checked="" type="checkbox"/>	Dominion East Ohio	Intended Start Date	April 15 2013
<input checked="" type="checkbox"/>	Duke Energy Ohio	Intended Start Date	April 15 2013
<input checked="" type="checkbox"/>	Vectren Energy Delivery of Ohio	Intended Start Date	April 15 2013

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- A-14 Exhibit A-14 "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-15 Exhibit A-15 "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 natural gas or electricity to customers in North America.
- A-16 Exhibit A-16 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-17 Exhibit A-17 "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-18 Exhibit A-18 "Secretary of State,"** provide evidence that the applicant is currently registered with the Ohio Secretary of the State.

SECTION 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 current 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 natural gas service, or retail/wholesale electric services.
- B-2 Exhibit B-2 "Experience & Plans,"** provide a current 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 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.
- B-3 Exhibit B-3 "Summary of Experience,"** provide a concise and current summary of the applicant's experience in providing the service(s) for which it is seeking to be certified to provide (e.g., number and types of customers served, utility service areas, volume of gas supplied, etc.).
- B-4 Exhibit B-4 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocations 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 Exhibit B-5 "Disclosure of Consumer Protection Violations,"** disclose whether the applicant, affiliate, predecessor of the applicant, or any principal officer of the applicant has 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 Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation,"** disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail natural gas or retail/wholesale electric service denied, curtailed, suspended, or revoked, or whether the applicant or predecessor has been terminated from any of Ohio's Natural Gas Choice programs, or been in default for failure to deliver natural gas.

☒ 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.

SECTION 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, labeled as 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 whether 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 current financial arrangements to conduct competitive retail natural gas service (CRNGS) 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 CRNGS operation, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer.

- C-6 **Exhibit C-6 "Credit Rating,"** provide a statement disclosing the applicant's current 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 current 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 since applicant last filed for certification.
- C-9 **Exhibit C-9 "Merger Information,"** provide a statement describing any dissolution or merger or acquisition of the applicant since applicant last filed for certification.

SECTION D – APPLICANT TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- D-1 **Exhibit D-1 "Operations,"** provide a current written description of the operational nature of the applicant's business functions.
- D-2 **Exhibit D-2 "Operations Expertise,"** given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical expertise in performing such operations.
- D-3 **Exhibit D-3 "Key Technical Personnel,"** provide the names, titles, email addresses, telephone numbers, and background of key personnel involved in the operational aspects of the applicant's current business.

Applicant Signature and Title

Sworn and subscribed before me this

13 day of March Month 2013 Year

Signature of official administering oath

Print Name and Title

Maria DaSilva

My commission expires on

June 02, 2013

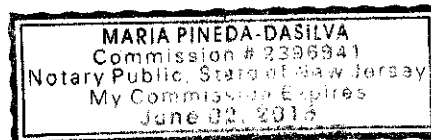


Exhibit A-14 "Principal Officers, Directors & Partners"

Wayne Burke

President

5260 Papineau Ave. Montreal, QC. Canada H2H 1W3

514-692-8753

Steve Shoiry

CEO

264 Rue Dubreuil. Ste Anne de Bellevue, QC. Canada H9C 4C1

514-262-9619

Matthew Sherrett

CFO

766 Greene Ave. Montreal, QC. Canada H4C 2J9

514-993-8537

Montano Sebriza

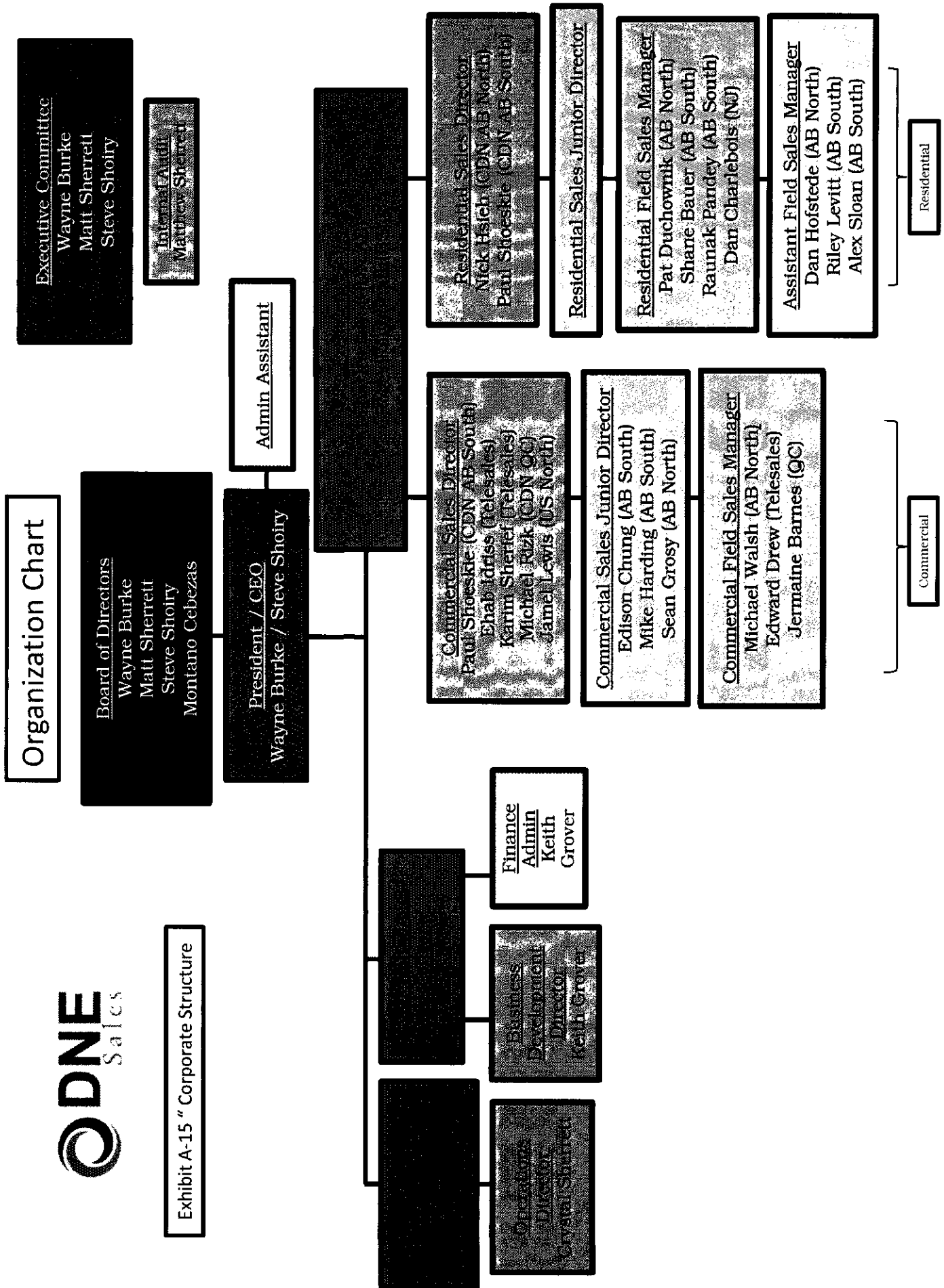
Legal Coordinator

1-1870 Letourneux Ave. Montreal, QC. Canada H1V 2N1

514-714-7466



Exhibit A-15 "Corporate Structure





Corporate
Structure and
Affiliate Chart

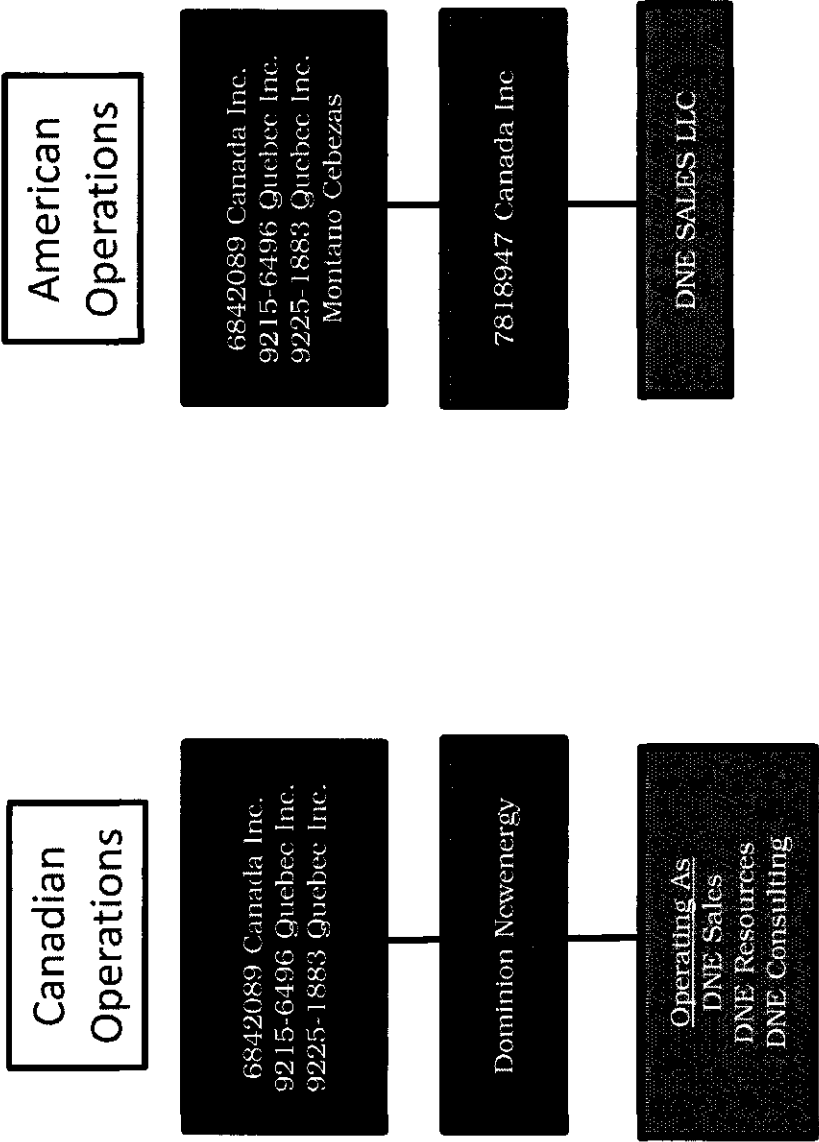


Exhibit A-16 "Company History"

Steve Shoiry started Dominion Newenergy in 2009 and Wayne Burke joined as President in 2010. The focus at the outset was outsourced sales, specializing in energy products. DNE launched in Quebec, but added Alberta for its second year. Total RCE's sold in 2010 were 6,757, this grew to 29,707 in 2011 and over 48,000 in 2012 as new markets were added. DNE added its US operations, DNE SALES LLC, in mid-2010. DNE SALES LLC launched in New York state offering residential and commercial electricity and natural gas products. It has grown to offer residential products in various markets Syracuse, Albany, Paramus, Pittsburgh, Baltimore and now Newark. DNE SALES currently offers commercial products in the Albany area and has desires to add Ohio and another north eastern state early in 2013. DNE started a call center for rural territory sales in 2012 which led to growth. DNE works with multiple suppliers to offer a broker service to customers, offering multiple products to suit each customer's needs.

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "DNE SALES, LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF MAY, A.D. 2011, AT 3 O'CLOCK P.M.

4989203 8100

110647435

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8796324

DATE: 05-31-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:12 PM 05/27/2011
FILED 03:00 PM 05/27/2011
SRV 110647435 - 4989203 FILE

CERTIFICATE OF FORMATION**OF****DNE Sales, LLC**

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

- FIRST:** The name of the limited liability company (hereinafter called the "limited liability company") is: DNE Sales, LLC
- SECOND:** The address of the registered office of the limited liability company in the State of Delaware is located at: 108 West 13th Street, Wilmington, Delaware 19801. Located in the County of New Castle. The name of the registered agent at that address is Business Filings Incorporated
- THIRD:** The duration of the limited liability company shall be perpetual.
- FOURTH:** The name and address of the member is:
- 7818947 Canada Inc, 1500 14th St SW Ste 210, Calgary, Alberta T3C 1C9 Canada

Executed on May 27, 2011



Business Filings Incorporated,
Authorized Person
Mark Williams, A.V.P.



Certificate of Incorporation

Canada Business Corporations Act

Certificat de constitution

Loi canadienne sur les sociétés par actions

7818947 Canada Inc.

Corporate name / Dénomination sociale

781894-7

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation, the articles of incorporation of which are attached, is incorporated under the *Canada Business Corporations Act*.

JE CERTIFIE que la société susmentionnée, dont les statuts constitutifs sont joints, est constituée en vertu de la *Loi canadienne sur les sociétés par actions*.

Marcie Girouard

Director / Directeur

2011-03-31

Date of Incorporation (YYYY-MM-DD)

Date de constitution (AAAA-MM-JJ)

2011-03-29

Corporations Canada
9th floor, Jean Edmonds Towers South
365 Laurier Avenue West
Ottawa, Ontario K1A 0C8

Corporations Canada
9e étage, Tour Jean Edmonds sud
365, avenue Laurier ouest
Ottawa (Ontario) K1A 0C8

DNE SALES LLC

Corporation Information Sheet

Canada Business Corporations Act (CBCA)

Fiche de renseignements concernant la société

Loi canadienne sur les sociétés par actions (LCSA)

7818947 Canada Inc.

Corporation Number	781894-7	Numéro de société
Corporation Key Required for changes of address or directors online	74382933	Clé de société Requise pour mettre à jour en ligne l'adresse du siège social ou l'information concernant les administrateurs
Anniversary Date Required to file annual return	03-31 (mm-dd/mm-ij)	Date anniversaire Requise pour le dépôt du rapport annuel
Annual Return Filing Period Starting in 2012	03-31 to/au 05-30 (mm-dd/mm-ij)	Période pour déposer le rapport annuel Débutant en 2012

Reporting Obligations

A corporation can be dissolved if it defaults in filing a document required by the CBCA. To understand the corporation's reporting obligations, consult **Keeping Your Corporation in Good Standing** (enclosed or available on our website).

Obligations de déclaration

Une société peut être dissoute si elle omet de déposer un document requis par la LCSA. Pour connaître les obligations de déclaration de la société veuillez consulter la brochure **Maintenir votre société en conformité**, ci-jointe ou disponible dans notre site Web.

Corporate Name

Where a name has been approved, be aware that the corporation assumes full responsibility for any risk of confusion with existing business names and trademarks (including those set out in the NUANS® search report). The corporation may be required to change its name in the event that representations are made to Corporations Canada and it is established that confusion is likely to occur. Also note that any name granted is subject to the laws of the jurisdiction where the corporation carries on business. For additional information, consult **Protecting Your Corporate Name** (enclosed or available on our website).

Dénomination sociale

En dépit du fait que Corporations Canada ait approuvé la dénomination sociale, il faut savoir que la société assume toute responsabilité de risque de confusion avec toutes dénominations commerciales, marques de commerce existantes (y compris celles qui sont citées dans le rapport de recherche NUANS^{MD}). La société devra peut-être changer sa dénomination advenant le cas où des représentations soient faites auprès de Corporations Canada établissant qu'il existe une probabilité de confusion. Il faut aussi noter que toute dénomination octroyée est assujettie aux lois de l'autorité législative où la société mène ses activités. Pour obtenir de l'information supplémentaire, veuillez consulter le document **Protection de la dénomination sociale** ci-joint ou disponible dans notre site Web.



- 1 Corporate name
Dénomination sociale
7818947 Canada Inc.
- 2 The province or territory in Canada where the registered office is situated
La province ou le territoire au Canada où est situé le siège social
AB
- 3 The classes and any maximum number of shares that the corporation is authorized to issue
Catégories et le nombre maximal d'actions que la société est autorisée à émettre
The corporation is authorized to issue an unlimited number of common shares.
- 4 Restrictions on share transfers
Restrictions sur le transfert des actions
None
- 5 Minimum and maximum number of directors
Nombre minimal et maximal d'administrateurs
Min. 1 Max. 10
- 6 Restrictions on the business the corporation may carry on
Limites imposées à l'activité commerciale de la société
None
- 7 Other Provisions
Autres dispositions
None
- 8 Incorporator's Declaration: I hereby certify that I am authorized to sign and submit this form.
Déclaration des fondateurs : J'atteste que je suis autorisé à signer et à soumettre le présent formulaire.

Kachak Investment Inc. Wei Ming Wu
1501 133 Wynford Dr, Toronto
ON
M3C 0J5, Canada

Original signed by / Original signé par
Wei Ming Wu

Wei Ming Wu

9225-1883 Quebec Inc. Steve Shoiry
3551 St-Charles Blvd, Suite
530, Kirkland QC
H9H 5B9, Canada

Original signed by / Original signé par
Steve Shoiry

Steve Shoiry

6842089 Canada Inc. Wayne Burke
3532 McGregor, Montreal QC
H3G 2J8, Canada

Original signed by / Original signé par
Wayne Burke

Wayne Burke

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA)

Nota: Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ ou d'un emprisonnement maximal de six mois, ou de ces deux peines (paragraphe 250(1) de la LSCA)



**Initial Registered Office Address
and First Board of Directors**

**Siège social initial et premier
conseil d'administration**

*Canada Business Corporations Act
(CBCA) (s. 19 and 106)*

*Loi canadienne sur les sociétés par
actions (LCSA) (art. 19 et 106)*

- 1 Corporate name
Dénomination sociale
7818947 Canada Inc.
- 2 Address of registered office
Adresse du siège social
**1500 14th St. SW
Suite 210
Calgary AB T3C 1C9**
- 3 Additional address
Autre adresse
- 4 Members of the board of directors
Membres du conseil d'administration
- | | | Resident Canadian
Résident Canadien |
|--------------|---|--|
| Wayne Burke | 3532 McGregor, Montreal QC
H3G 2J8, Canada | Yes / Oui |
| Wei Ming Wu | 1501 133 Wynford Dr., Toronto ON
M3C 0J5, Canada | Yes / Oui |
| Steve Shoiry | 47 Citadel, Montreal QC
H9G 2J4, Canada | Yes / Oui |
- 5 Declaration: I certify that I have relevant knowledge and that I am authorized to sign this form.
Déclaration: J'atteste que je possède une connaissance suffisante et que je suis autorisé(e) à signer le présent formulaire.

**Original signed by / Original signé par
Steve Shoiry**

**Steve Shoiry
514-262-9619**

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA)

Note: Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ ou d'un emprisonnement maximal de six mois, ou de ces deux peines (paragraphe 250(1) de la LCSA)

Corporate Tree
7818947 Canada Inc

DNE SALES LLC

7818947 Canada Inc: Legal Entity
1500 14th St. SW, Suite 210
Calgary, Alberta
T3C 1C9, Canada

- 6842089 Canada Inc: President (33.33% shareholder)
Wayne Burke
3532 McGregor, Montreal, Quebec
H3G 2J8, Canada
- ✓ - 9225-1883 Quebec Inc: CEO (33.33% shareholder)
Steve Shoiry
3551 St-Charles Blvd, Suite 530
Montreal, Quebec
H9H 5B9, Canada
- Kachak Investment Inc: Vice-President (33.33% shareholder)
Wei Ming Wu
1501 133 Wynford Dr, Toronto, Ontario
M3C 0J5, Canada

**AMENDMENT
SPECIAL RESOLUTION
Notice of Share Transfer Protocols and Allocation
7818947 Canada Inc.**

DNE SALES LLC

16 January 2012

Transfer Protocols

As indicated in Form 1 of the Articles of Incorporation, there are no restrictions on share transfers. Shares may be transferred without restriction with regard to valuation or amount, provided they are accompanied by both purchase and stock transfer agreements.

Allocation

7818947 Canada Inc. currently has one hundred and ninety-eight (198) shares of common stock. Each of the incorporators has been allocated sixty-six (66) shares.

Wm. Weir
x _____

Wei Ming Wu for Kachak Investment Inc.

x _____

Steve Shoiry for 9225-1883 Quebec Inc.

x _____

Wayne Burke for 6842089 Canada Inc.

SPECIAL RESOLUTION
7818947 Canada Inc.
Notice: Removal from Board of Directors

DNE SALES LLC

16 January 2012

Wei Ming Wu, of #1501 133 Wynford Dr. Toronto Ontario, hereby consents to his removal from the Board of Directors of 7818947 Canada Inc. (the Corporation).

Waiver of Liability

Mr. Wu will neither hold the Corporation, nor its members, associates, affiliates, subsidiaries, or partners liable for any damages incurred as a result of his resignation.

Date of Termination

Mr. Wu's termination will become effective from the date of this notice.

Confidentiality

Information relating to the specific business, protocols, procedures, business interests, finances, work practices and any information reasonably deemed confidential will remain protected by a non-disclosure agreement. Mr. Wu acknowledges that monetary damages and court injunctions will be sought if this provision is violated.

x

x

x

Wei Ming Wu for Kachak Investment Inc.

Steve Shoiry for 9225-1883 Quebec Inc.

Wayne Burke for 6842089 Canada Inc.

STOCK TRANSFER AGREEMENT
7818947 Canada Inc.

DNE SALES LLC

This Transfer Agreement is entered into as of this 16 day of January, 2012 by and among **Kachak Investment Inc.** (the "**Transferor**"), **6842089 Canada Inc.** (the "**Transferee**") and **7818947 Canada Inc.** (the "**Corporation**"), a Canadian corporation.

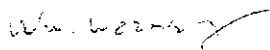
WHEREAS, the Transferor is a stockholder of the Corporation owning 33 shares of common stock (referred to hereinafter as the "**Common Stock**" or the "**Shares**");
WHEREAS, the Transferor and the Transferee have entered into a Purchase Agreement (the "**Agreement**") pursuant to which the Transferor wishes to transfer the Shares to the Transferee;
WHEREAS, to induce the Corporation to consent to the transfer of the Shares by the Transferor to the Transferee, the Transferee wishes to make the agreements set forth herein;
NOW, THEREFORE, the Transferor, the Transferee, agree to be legally bound hereby, hereby agree as follows:

1. The Transferor represents and warrants that he is the true and lawful beneficial and record owner of the shares and by separate instrument is transferring to the Transferee, subject to the consent of the Corporation as herein provided, all right, title and interest of the Transferor in and to the Shares.
2. The Transferor represents and warrants that he acquired the Shares for investment purposes and not with a view to the transfer or further distribution thereof, and that the transfer of the Shares to the Transferee has been occasioned by a change in circumstance on the part of the Transferor that has necessitated the transfer of the Shares from the Transferor to the Transferee.
3. The Transferee represents and warrants to the Corporation that he has independently evaluated the merits and risks of his acquisition of the Shares.
4. In reliance on the foregoing representations, warranties and covenants, the Corporation hereby consents to the transfer of the Shares from the Transferor to the Transferee, and agrees to cause such transfer to be reflected on the books and records of the Corporation.

The Transferee shall indemnify and hold harmless the Corporation from and against any claim, liability, loss or expense (including reasonable attorneys' fees) that the Corporation may suffer or incur arising out of, based upon or in any way related to any breach of the representations, warranties and covenants of the Transferor and the Transferee hereunder.


IN WITNESS WHEREOF, the undersigned have executed this Stock Transfer Agreement as of the date first written above.

TRANSFEROR:


x _____

Wei Ming Wu for Kachak Investment Inc.

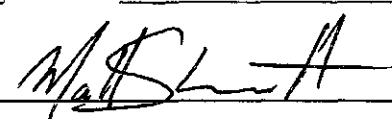
TRANSFEE:


x _____

Wayne Burke for 6842089 Canada Inc.

Taxpayer ID No. 82435 2314RC0001

7818947 Canada Inc.

By: x  _____

Matt Sherrett, Controller: 7818947 Canada Inc.

STOCK TRANSFER AGREEMENT
7818947 Canada Inc.

DNE SALES LLC

This Transfer Agreement is entered into as of this 16 day of January, 2012 by and among **Kachak Investment Inc.** (the "Transferor"), **9225-1883 Quebec Inc.** (the "Transferee") and **7818947 Canada Inc.** (the "Corporation"), a Canadian corporation.

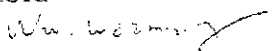
WHEREAS, the Transferor is a stockholder of the Corporation owning 33 shares of common stock (referred to hereinafter as the "Common Stock" or the "Shares");
WHEREAS, the Transferor and the Transferee have entered into a Purchase Agreement (the "Agreement") pursuant to which the Transferor wishes to transfer the Shares to the Transferee;
WHEREAS, to induce the Corporation to consent to the transfer of the Shares by the Transferor to the Transferee, the Transferee wishes to make the agreements set forth herein;
NOW, THEREFORE, the Transferor, the Transferee, agree to be legally bound hereby, hereby agree as follows:

1. The Transferor represents and warrants that he is the true and lawful beneficial and record owner of the shares and by separate instrument is transferring to the Transferee, subject to the consent of the Corporation as herein provided, all right, title and interest of the Transferor in and to the Shares.
2. The Transferor represents and warrants that he acquired the Shares for investment purposes and not with a view to the transfer or further distribution thereof, and that the transfer of the Shares to the Transferee has been occasioned by a change in circumstance on the part of the Transferor that has necessitated the transfer of the Shares from the Transferor to the Transferee.
3. The Transferee represents and warrants to the Corporation that he has independently evaluated the merits and risks of his acquisition of the Shares.
4. In reliance on the foregoing representations, warranties and covenants, the Corporation hereby consents to the transfer of the Shares from the Transferor to the Transferee, and agrees to cause such transfer to be reflected on the books and records of the Corporation.

The Transferee shall indemnify and hold harmless the Corporation from and against any claim, liability, loss or expense (including reasonable attorneys' fees) that the Corporation may suffer or incur arising out of, based upon or in any way related to any breach of the representations, warranties and covenants of the Transferor and the Transferee hereunder.

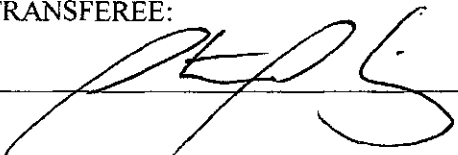
IN WITNESS WHEREOF, the undersigned have executed this Stock Transfer Agreement as of the date first written above.

TRANSFEROR:


x _____

Wei Ming Wu for Kachak Investment Inc.

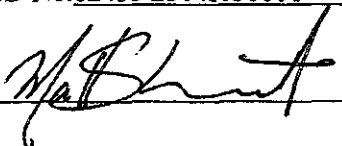
TRANSFEE:


x _____

Steve Shoiry for 9225-1883 Quebec Inc.

Taxpayer ID No. 82435 2314RC0001

7818947 Canada Inc.

By: x 

Matt Sherrett, Controller: 7818947 Canada Inc.

STOCK PURCHASE AGREEMENT
7818947 Canada Inc.

DNE SALES LLC

THIS AGREEMENT is made and entered into this 16th day of January 2012, by and between **Kachak Investment Inc.**, (hereinafter referred to as "Seller") and **6842089 Canada Inc.**, (hereinafter referred to as "Purchaser");

WHEREAS, the Seller is the owner of 33 shares of common stock of **7818947 Canada Inc.**, (hereinafter referred to as the "Corporation"), a Canadian corporation;

WHEREAS, the Purchaser desires to purchase said stock and the Seller desires to sell said stock, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation's Stock aforementioned, it is hereby agreed as follows:

1. PURCHASE AND SALE

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser certificates representing such stock, and the Purchaser shall purchase from the Seller the Corporation's Stock in consideration of the purchase price set forth in this Agreement.

2. AMOUNT AND PAYMENT OF PURCHASE PRICE

The total consideration and method of payment thereof are fully set out in Exhibit "A" attached hereto and made a part hereof.

3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby warrants and represents:

(a) Organization and Standing

Corporation is a corporation duly organized, validly existing and in good standing under Canadian law, and has the corporate power and authority to carry on its business as it is now being conducted.

(b) Restrictions on Stock

- i. The Seller is not a party to any agreement, written or oral, creating rights in respect to the Corporation's Stock in any third person or relating to the voting of the Corporation's Stock.
- ii. Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.
- iii. There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the stock, nor are there any securities convertible into such stock.

4. REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller, Purchaser or the Corporation which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

5. GENERAL PROVISIONS

(a) Entire Agreement

This Agreement (including the exhibits hereto and any written amendments hereof executed by the parties) constitutes the entire Agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.

STOCK PURCHASE AGREEMENT
7818947 Canada Inc.

DNE SALES LLC

(b) Sections and Other Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

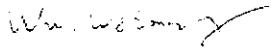
(c) Governing Law

This agreement, and all transactions contemplated hereby, shall be governed by, construed, and enforced in accordance with the laws of the Province of Ontario. The parties herein waive trial by jury and agree to submit to arbitration in Montreal, Quebec in the event of a dispute.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

Signed, sealed, and delivered in the presence of:

SELLER

x 

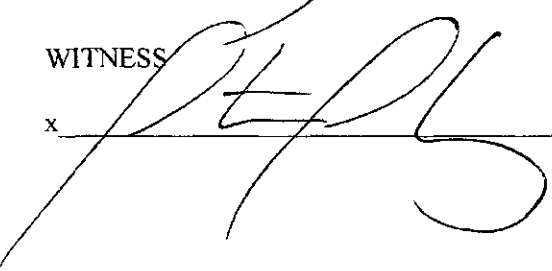
Wei Ming Wu for Kachak Investment Inc.

PURCHASER

x 

Wayne Burke for 6842089 Canada Inc.

WITNESS

x 

Steve Shoiry for 7818947Canada Inc.

EXHIBIT "A"

AMOUNT AND PAYMENT OF PURCHASE PRICE

(a) Consideration

As total consideration for the purchase and sale of the Corporation's Stock, pursuant to this Agreement, the Purchaser shall pay to the Seller the sum of **one Dollar (\$1)**, such total consideration to be referred to in this Agreement as the "Purchase Price."

(b) Payment

The Purchase Price shall be delivered to Seller at Closing.

STOCK PURCHASE AGREEMENT
7818947 Canada Inc.

DNE SALES LLC

THIS AGREEMENT is made and entered into this 16th day of January 2012, by and between **Kachak Investment Inc.**, (hereinafter referred to as "Seller") and **9225-1883 Quebec Inc.**, (hereinafter referred to as "Purchaser");

WHEREAS, the Seller is the owner of 33 shares of common stock of **7818947 Canada Inc.**, (hereinafter referred to as the "Corporation"), a Canadian corporation;

WHEREAS, the Purchaser desires to purchase said stock and the Seller desires to sell said stock, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and in order to consummate the purchase and the sale of the Corporation's Stock aforementioned, it is hereby agreed as follows:

1. PURCHASE AND SALE

Subject to the terms and conditions hereinafter set forth, at the closing of the transaction contemplated hereby, the Seller shall sell, convey, transfer, and deliver to the Purchaser certificates representing such stock, and the Purchaser shall purchase from the Seller the Corporation's Stock in consideration of the purchase price set forth in this Agreement.

2. AMOUNT AND PAYMENT OF PURCHASE PRICE

The total consideration and method of payment thereof are fully set out in Exhibit "A" attached hereto and made a part hereof.

3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby warrants and represents:

(a) Organization and Standing

Corporation is a corporation duly organized, validly existing and in good standing under Canadian law, and has the corporate power and authority to carry on its business as it is now being conducted.

(b) Restrictions on Stock

- i. The Seller is not a party to any agreement, written or oral, creating rights in respect to the Corporation's Stock in any third person or relating to the voting of the Corporation's Stock.
- ii. Seller is the lawful owner of the Stock, free and clear of all security interests, liens, encumbrances, equities and other charges.
- iii. There are no existing warrants, options, stock purchase agreements, redemption agreements, restrictions of any nature, calls or rights to subscribe of any character relating to the stock, nor are there any securities convertible into such stock.

4. REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

Seller and Purchaser hereby represent and warrant that there has been no act or omission by Seller, Purchaser or the Corporation which would give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby.

5. GENERAL PROVISIONS

(a) Entire Agreement

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STOCK PURCHASE AGREEMENT
7818947 Canada Inc.

DNE SALES LLC

(b) Sections and Other Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

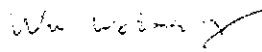
(c) Governing Law

This agreement, and all transactions contemplated hereby, shall be governed by, construed, and enforced in accordance with the laws of the Province of Ontario. The parties herein waive trial by jury and agree to submit to arbitration in Montreal, Quebec in the event of a dispute.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto on the date first above written.

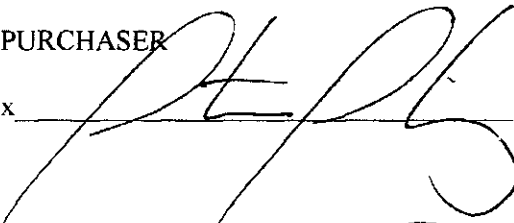
Signed, sealed, and delivered in the presence of:

SELLER

x 

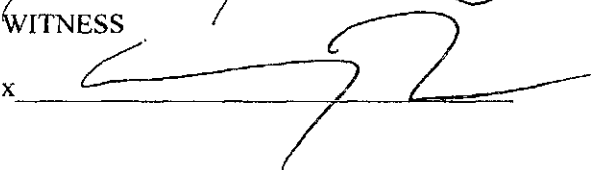
Wei Ming Wu for Kachak Investment Inc.

PURCHASER

x 

Steve Shoiry for 9225-1883 Quebec Inc.

WITNESS

x 

Wayne Burke for 7818947 Canada Inc.

EXHIBIT "A"

AMOUNT AND PAYMENT OF PURCHASE PRICE

(a) Consideration

As total consideration for the purchase and sale of the Corporation's Stock, pursuant to this Agreement, the Purchaser shall pay to the Seller the sum of ~~one~~ **Dollar (\$1)**, such total consideration to be referred to in this Agreement as the "Purchase Price."

(b) Payment

The Purchase Price shall be delivered to Seller at Closing.



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/06/2013	201303700569	REGISTRATION OF FOREIGN FOR PROFIT LLC (LFP)	125.00	.00	.00	.00	.00

Receipt

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

Exhibit A-18 "Secretary of State"

BUSINESS FILINGS INCORPORATED
ATTN: JODY SMIEJA
8040 EXCELSIOR DR. STE 200
MADISON, WI 53717

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

2171589

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

DNE SALES, LLC

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

Document(s):
REGISTRATION OF FOREIGN FOR PROFIT LLC

Document No(s):
201303700569



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 5th day of February, A.D. 2013.

Jon Husted

Ohio Secretary of State

Exhibit B-1 `Jurisdictions of Operation`

DNE offers Residential service in Alberta Canada and Newark New Jersey for Direct Energy and Energy Plus respectively. DNE offers brokerage services for commercial entities in New Jersey, and New York on behalf of Hudson Energy, Alberta as Just Energy and Direct Energy and in Quebec as Hudson Energy. We want to have a brokers license to offer Direct Energy and Hudson in Ohio.

Exhibit B-2 `Experience & Plans`

DNE would like to have a brokers license to offer Direct Energy and Hudson in Ohio. We will test the market with telesales initially and deploy a field sales office within a quarter. DNE has a history of successful door to door sales operations by launching with an established team of Sales Director and a Field Sales Manager, who then hire and train a dozen local sales agents for door to door sales. Our role as a broker to is find new customers for our supplier partners. After the initial agreement we conduct a terms verification call, TPV. The relationship then becomes between the supplier and the customer and DNE is not involved in billing or account inquiries of any kind. DNE does have a history of recording excellent customer service reviews with all of our supplier partners. Had any concern arose we investigate the concerns immediately and address them quickly.

Exhibit B-3 "Summary of Experience"

To understand our experience I will highlight the working history of our principles:

Wayne Burke is a nine year energy industry veteran – Energy Sales (2004-2007) Just Energy, Regional Director of Sales (2007-2008) Summit Energy, National Sales Director (2008-2010) Superior Energy, President (2010-2013) DNE Sales.

Steve Shoiry is a three year energy industry veteran – Energy Sales (2008) Superior, Mortgage Broker (2008) Multipret, CEO (2009-2013) DNE Sales.

Matt Sherrett six year energy industry veteran – Energy Sales (2004) Just Energy, Energy Sales (2007) Superior Energy, CFO (2009-2013) DNE Sales.

We have a framework in place that builds our hierarchy organically based on a merit system. We train in house all of our sales agents, both residential and commercial. We promote internally those whom we deem worthy of greater responsibility. In our four years of operations we have utilized hundreds of independent contractors and trained them for door to door sales. We currently have working relationships with over one hundred independent contractors whom we have trained to offer products from our suppliers.

We currently operate two offices in Alberta, Edmonton and Calagary, offices in Albany NY and Newark NJ as well as our head office and telesales group in Montreal Quebec. We have made deals representing over 80,000 RCEs to date, over tens of thousands of agreements. This proven track record highlights our ability to deliver precisely what is needed by our supplier partners and their customers.

Exhibit B-4 "Disclosure of Liabilities and Investigations"

DNE SALES LLC has been a respondent to complaints with the New York State Division of Human Rights. A complaint (Case No. 10149652 in Albany New York) was lodged by Richie F. Levine in August 2011 with respect to our "unlawful discriminatory practice relating to employment because of conviction record", as our door to door permits can require a criminal background check in some of the communities in which we operate, thus our hiring practices reflected this necessity. The court ruled that there is "No probable cause to believe the respondent has engaged in... unlawful discriminatory practice" The case was dismissed.

We have not encountered any revocation of licences, revocations of authority, regulatory investigations, or any other investigations that would pose a liability for our operations in Ohio.

Exhibit C-1 "Annual Reports"

DNE SALES LLC does not produce or distribute Annual Reports as it is not a public company and therefore is not required to do so by law.

Exhibit C-2 "SEC Filings"

DNE SALES LLC does not produce or submit and 10'K or 8'K Filings with the SEC as it is not a public company and therefore is not required to do so by law.

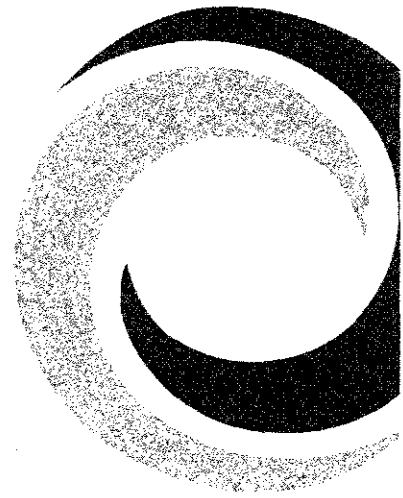
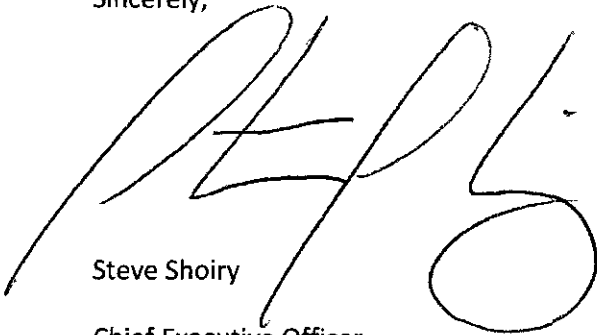


Exhibit - C-3 "Financial Statements"

Notice To Reader

On the basis of the information provided by the Chief Financial Officer, I certify that the attached Statement of Income and Balance Sheet of DNE Sales LLC. for the year ended Dec 31st 2012, are done in accordance with Generally Accepted Accounting Principles and are true and accurate.

Sincerely,



Steve Shoiry

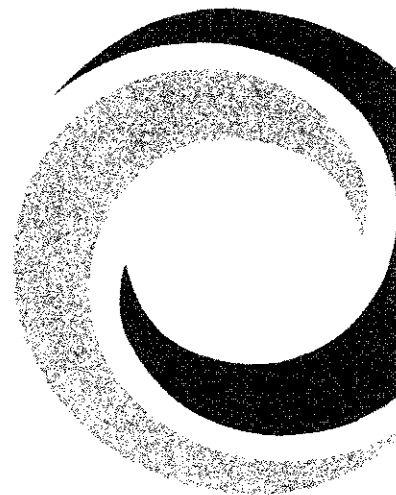
Chief Executive Officer

DNE Sales LLC.

DNE SALES LLC.
Balance Sheet
 As of January 8 2013



	Dec 31 2011	Dec 31 2012
ASSETS		
Current Assets		
Bank Accounts		
1010 Checking USA	4,716.26	43,184.50
Total Bank Accounts	<u>\$4,716.26</u>	<u>\$43,184.50</u>
Accounts Receivable		
1100 Accounts Receivable	0.00	0.00
Total Accounts Receivable	<u>\$0.00</u>	<u>\$0.00</u>
Other current assets		
1205 Office Furniture & Equipment	0.00	1,074.81
1215 Vehicle	0.00	4,000.00
1225 Computer Hardware	0.00	850.00
Total Other current assets	<u>\$0.00</u>	<u>\$5,924.81</u>
Total Current Assets	<u>\$4,716.26</u>	<u>\$49,109.31</u>
TOTAL ASSETS	\$4,716.26	\$49,109.31
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
3000 Accounts Payable	0.00	0.00
Total Accounts Payable	<u>\$0.00</u>	<u>\$0.00</u>
Other Current Liabilities		
3410 Loan Payable	0.00	0.00
3430 Income Tax Payable	0.00	0.00
Total Other Current Liabilities	<u>\$0.00</u>	<u>\$0.00</u>
Total Current Liabilities	<u>\$0.00</u>	<u>\$0.00</u>
Long-Term Liabilities		
4100 Loans from Parent Company	<u>\$6,979.02</u>	<u>\$48,677.40</u>
Total Long-Term Liabilities	<u>\$6,979.02</u>	<u>\$48,677.40</u>
Total Liabilities	<u>\$6,979.02</u>	<u>\$48,677.40</u>
Equity		
5000 Common Stock	100.00	100.00
5200 Retained Earnings	0.00	-2,362.76
Net Income	-2,362.76	2,694.67
Total Equity	<u>-\$2,262.76</u>	<u>\$431.91</u>
TOTAL LIABILITIES AND EQUITY	\$4,716.26	\$49,109.31



DNE SALES LLC.
Income Statement
 January 2011 - December 2012

	Dec 2011	Dec 2012
Income		
6600 Sales Revenue	97,628.34	349,065.59
6650 Interest Revenue	0.00	0.00
Total Income	\$97,628.34	\$349,065.59
Gross Profit	\$97,628.34	\$349,065.59
Expenses		
7004 Contractor Fees	64,774.47	266,773.41
7005 Direct Sales Costs	1,855.00	3,307.60
7010 Advertising	2,863.60	8,549.00
7012 Bank Charges	1,368.90	3,612.04
7016 Consulting	0.00	0.00
7018 Dues & Subscriptions	28.46	1,996.00
7020 Foreign Exchange	0.00	0.00
7024 Interest Expense	0.00	0.00
7025 Insurance Expense	1,729.78	3,540.33
7026 Legal & Professional Fees	5,800.00	8,094.23
7028 Meals and Entertainment	0.00	0.00
7030 Motor Vehicle Expenses	1,930.00	1,784.67
7032 Office Expenses	885.72	3,679.21
7046 Rent or Lease	17,900.00	41,476.44
7056 Supplies	0.00	0.00
7060 Telecom	180.67	0.00
7062 Travel & Entertainment	270.00	1,557.36
7065 Computer Hosting Services	0.00	0.00
7066 Hotel Expense	0.00	331.00
7068 Utilities	304.50	1,039.63
7100 Income Tax	0.00	630.00
Total Expenses	\$99,891.10	\$346,370.92
Net Income	-\$2,262.76	\$2,694.67

36

DNE Syracuse
 342 S Salina Street, #398
 Syracuse, New York 13202
 USA

DNE Edmonton
 9912 106 St. NW, #35
 Edmonton, AB T5K 1C5
 Canada

DNE Calgary
 1304 4th St SW, #501
 Calgary, AB T2R 0X8
 Canada

DNE Montreal
 4000 Rue Saint-Ambroise, #398
 Montréal, QC H4C2C7
 Canada

DNE Pittsburgh
 239 Fourth Avenue Suite 1615
 Pittsburgh, PA 15222
 USA

Exhibit C-4 "Financial Arrangements"

DNE SALES LLC does not have any financial arrangements, be it guarantees, bank commitments, or contractual or credit arrangements. We are not entering as an aggregator and thus as a broker we do not need and loan guarantees or bonds for our operations.

Exhibit C-5 "Forecasted Financial Statements"

DNE SALES LLC.**Profit & Loss****January 2013 - December 2014**

	<i>Forecast</i> Forecast 2013	<i>Forecast</i> Forecast 2014
Income		
6600 Residential Sales Revenue	300,000.00	600,000.00
6620 Commercial Sales Revenue	600,000.00	960,000.00
6650 Interest Revenue	0.00	0.00
Total Income	\$900,000.00	\$1,560,000.00
Gross Profit	\$900,000.00	\$1,560,000.00
Expenses		
7004 Contractor Fees	708,000.00	1,204,800.00
7005 Direct Sales Costs	5,000.00	8,000.00
7010 Advertising	10,000.00	15,000.00
7012 Bank Charges	5,000.00	8,000.00
7016 Consulting	0.00	0.00
7018 Dues & Subscriptions	3,000.00	5,000.00
7020 Foreign Exchange	0.00	0.00
7024 Interest Expense	0.00	0.00
7025 Insurance Expense	5,000.00	7,500.00
7026 Legal & Professional Fees	10,000.00	15,000.00
7028 Meals and Entertainment	2,500.00	8,000.00
7030 Motor Vehicle Expenses	2,500.00	4,000.00
7032 Office Expenses	5,000.00	7,500.00
7046 Rent or Lease	45,000.00	60,000.00
7056 Supplies	2,000.00	5,000.00
7060 Telecom	1,000.00	3,000.00
7062 Travel & Entertainment	5,000.00	10,000.00
7065 Computer Hosting Services	0.00	0.00
7066 Hotel Expense	1,500.00	3,000.00
7068 Utilities	1,500.00	3,000.00
7100 Income Tax	3,000.00	32,300.00
Total Expenses	\$815,000.00	\$1,399,100.00
Net Operating Income	\$85,000.00	\$160,900.00
Net Income	\$85,000.00	\$160,900.00

Exhibit C-6 "Credit Rating"

DNE SALES LLC cannot be found in either Dun and Broadstreet Moody's or Standard and Poors because it is a small entity that is privately held. We have no leveraged assets and accounts owing on our American businesses. At this time we do not have any items to disclose for this Exhibit.

Exhibit C-7 "Credit Report"

DNE SALES LLC cannot be found in either Dun and Broadstreet or Experian's databases. We are a new company with little credit as we are as services based business entity that is privately held. We have no leveraged assets and accounts owing on our American businesses. At this time we present two credit reports, i) DNE Sales LLC in a now defunct Pittsburgh location. We were in this market for less than 6 months and as such did not build a credit report with any institutions. ii) a Hoover's (A D&B company) report for DNE Resources the Canadian parent company. This item is out of date and Hoover's requires 4 months to update the information.


EXPRESS

Exhibit C-7 "Credit Report"
DNE SALES LLC

[Product Info & Help | dnb.ca](#)
[Logout](#) | [View Last Order](#) | [Edit Profile](#)
[Français](#)
[Decide with Confidence](#)
[Get Credit Reports](#)
[Manage My Business Credit](#)
[Welcome](#)
[Keith Grover](#)
[View Cart](#)
[Items: 0](#)
[Total: \\$0.00](#)
[View Receipt](#)
[Print this page](#)

NOTE: Do NOT close this window before you print & save the reports below. Once you close this window you will not be able to view the reports again.

Qty	Company	Report Name	Price
1	Legal Name: DNE SALES LLC	<u>US D&B Credit Check</u>	\$96.95

All prices are quoted in Canadian dollars.


US D&B Credit Check
[Back to Top](#)

CREDIT CHECK REPORT

BUSINESS SUMMARY

DATE PRINTED: March 7, 2013

D-U-N-S: 07-864-9231
DNE SALES LLC

SIC: 99 99 NONCLASSIFIED ESTABLISHMENT

RATING: ERN
HISTORY: INCOMPLETE
CONTROL DATE: 2012
YEAR STARTED: 2012
EMPLOYS: UNDETERMINED

239 FOURTH AVE, STE 1615
PITTSBURGH, PA 15222

Telephone: 201 940-7208

UNDETERMINED

Rating Explanation: Those businesses which do not lend themselves to a D&B Rating are assigned an Employee Range designation (ER) which indicates size in terms of number of employees. An ERN indicates that the number of employees is undetermined.

Payment Activity Summary

The PAYDEX for this company is Unavailable.

The Industry median PAYDEX is 80, which corresponds to within terms.

This payment activity section reflects the most recent 12 months payment information in D&B's file.

D&B receives over 220 million payment experiences each year which are entered into D&B Reports as this information is received. At this time, none of these experiences relate to this company.

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Public Filings Summary

Currently, there are no open suits, liens or judgments in D&B's Public Records database:

Suit(s)	N	Lien(s)	N	Judgment(s)	N
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History Summary

History "Incomplete" indicates the unavailability of information in D&B's file or that D&B's file does not contain sufficient historical information on the company and/or its principals.

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CUSTOMER SERVICE

If you need any additional information, or have any questions, please call our Customer Service Center at (800) 234-3867 from anywhere within the U.S. From outside the U.S., please call your local D&B office.

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END OF DUN & BRADSTREET CREDIT CHECK REPORT

DISCLAIMER: THIS REPORT MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM OR MANNER WHATSOEVER. This report, furnished pursuant to contract for the exclusive use of the subscriber as one factor to consider in connection with credit, insurance, marketing or other business decisions, contains information compiled from sources which D&B CANADA does not control and whose information, unless otherwise indicated in the report, has not been verified. In furnishing this report, D&B CANADA in no way assumes any part of the user's business risk, does not guarantee the accuracy, completeness, or timeliness of the information provided, and shall not be liable for any loss or injury whatever resulting from contingencies beyond its control or from negligence.



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Exhibit C-7 - "Credit Report"**HOOVERS™**

A D&B COMPANY

DNE SALES LLC

DNE Resources

Montreal, QC Canada

Also trades as:**Company Description**

4030 Saint-Ambroise St Suite 398
H4C 2C7 Montreal H4C 2C7 QC
Canada

Phone: +1-514-692-8753**Line of Business**

Natural gas distribution

[Download This Company](#)**Key Information**

D-U-N-S Number	203254917
Location Type	Single Location
Subsidiary Status	No
Employees (All Sites)	10
Employees (This Site)	10
1-Year Employee Growth	0.0%
Year of Founding	2012
Primary Industry	<u>Natural Gas Distribution & Marketing</u>
Primary SIC Code	49240000: Natural gas distribution
Primary NAICS Code	221210: Natural Gas Distribution
Minority Owned/Women Owned	No

Key Financials

Annual Sales (Estimated)	\$2.49M
Prescreen Score	Low Risk

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People

Title	Name	Compensation
President	<u>Wayne Burke</u>	

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Exhibit C-8 "Bankruptcy Information"

DNE SALES LLC has not had any reorganizations that resulted in bankruptcy nor any other form of bankruptcy filings, by DNE SALES LLC or any of its parent or affiliate organizations.

Exhibit C-9 "Merger Information"

DNE SALES LLC has not had any dissolution or merger or acquisition that altered the composition of the organization. As described in Exhibit A-14 one partner was bought out and the shares were acquired by the other owners, no shares were dissolved or diluted.



The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service
Affidavit Form
(Version 1.07)

In the Matter of the Application of

DNE Sales LLC
for a Certificate or Renewal Certificate to Provide
Competitive Retail Natural Gas Service in Ohio.

Case No. - -GA-AGG

County of
State of

Steve Shorry, DNE SALES LLC [Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

Sworn and subscribed before me this

day of

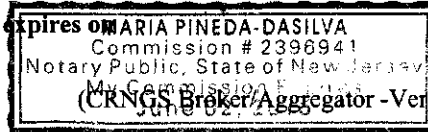
Month

Year

Signature of Official Administering Oath

Print Name and Title

My commission expires on



(CRNGS Broker/Aggregator - Version 1.07) Page 1 of 1