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August 14, 2014

14-1412-EL-A66

Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street
Columbus, OH 43215

**Re: KWH Savings, LLC
Certification Application for Aggregators/Power Brokers**

To Whom It May Concern:

Enclosed please find a **Certification Application for Aggregators/Power Brokers** that was completed for our client, **KWH Savings, LLC**. Once the license verification request has been processed, please send it directly to my attention at the address below.

If there is any issue, or if you require any further information, please do not hesitate to contact me.

Thank you,

Mary Dubitsky
LicenseLogix
150 Grand Street, 4th Floor
White Plains, NY 10601
mdubitsky@licenselogix.com
(800) 292-0909 x302

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Technician Date Processed AUG 15 2014



The Public Utilities Commission of Ohio

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Date Received	Case Number	Version
	14-1412-EL-AGG	August 2004

14-1412-EL-AGG

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 KWH Savings LLC
Address 5693 W Howard St. Niles IL 60714
Telephone # (312) 957-8700 Web site address (if any) N/A

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

Legal Name KWH Savings LLC
Address 5693 W Howard St. Niles IL 60714
Telephone # (312) 957-8700 Web site address (if any) N/A

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

KWH Savings LLC

A-4 Contact person for regulatory or emergency matters

Name Robert Biddle
Title CEO

Business address 5693 W Howard St. Niles IL 60714
Telephone # (317) 957-8700 Fax # _____
E-mail address (if any) bobbiddle@gmail.com

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

Name Robert Biddle
Title CEO
Business address 5693 W Howard St. Niles IL 60714
Telephone # (317) 957-8700 Fax # _____
E-mail address (if any) bobbiddle@gmail.com

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

Customer Service address Robert Biddle
Toll-free Telephone # (316) 251-0124 Fax # _____
E-mail address (if any) bobbiddle@gmail.com

A-7 Applicant's federal employer identification number # 471014325

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

- ☐ Sole Proprietorship ☐ Partnership
☐ Limited Liability Partnership (LLP) ☒ Limited Liability Company (LLC)
☐ Corporation ☐ Other _____

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

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

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

Upon licensure.

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

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

B. APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

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

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

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

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

☒ No ☐ Yes

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

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

☒ No ☐ Yes

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

C. APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

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

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

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

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

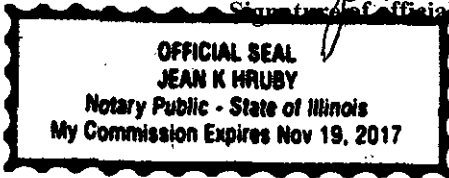

Signature of Applicant & Title

Sworn and subscribed before me this 11 day of JULY, 2014
Month Year


Signature of official administering oath

JEAN K HRUBY
Print Name and Title

My commission expires on Nov 19, 2017



AFFIDAVIT

State of IL :

____ ss.
(Town)

County of COOK :

Robert Biddle, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the CEO (Office of Affiant) of KWT Savings 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.

Robert Biddle
Signature of Affiant & Title

Sworn and subscribed before me this 11 day of July, 2014
Month Year

Jean K. Hruby
Signature of official administering oath

Nov 19 2017 JEAN K. Hruby
Print Name and Title

My commission expires on _____



KWH Savings LLC

**Exhibit A-11
Principal Officers, Directors & Partners**

Robert Biddle V
CEO
5693 W. Howard St. Niles, IL 60714
312-957-8700

Todd Golin
Member
5693 W. Howard St. Niles, IL 60714
312-957-8700

Scott Bernstein
Member
5693 W. Howard St. Niles, IL 60714
312-957-8700

**Exhibit A-12
Corporate Structure**

Applicant does not have any affiliate or subsidiary companies. Applicant's structure is below:



**Exhibit A-13
Company History**

KWH Savings LLC

Applicant's company was formed in the spring of 2014. The CEO Robert Biddle previously owned and co-founded Save Wave Energy, an energy procurement company. Save Wave Energy is now servicing thousands of commercial energy users throughout the United States. In 2014 Robert successfully sold his SWE shares to a private equity group Chaifetz Group. Robert most recently co-founded kWhSavings LLC a comprehensive energy solutions company located in Niles Illinois.

We broker energy deals (Electricity) for our clients (Small, Mid-Sized and Large Corporations) to find them the best pricing available for their usage requirements.

Exhibit A-14 Articles of Incorporation and Bylaws

Applicant's Articles of Organization and Operating Agreement are labeled and attached.

Exhibit A-15 Secretary of State

Evidence that Applicant has registered with the Ohio Secretary of State is labeled and attached.

Exhibit B-1 Jurisdiction of Operation

Applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail or wholesale electric services in the following jurisdiction:

- None.

Exhibit B-2 Experience & Plans

See *Exhibit A-13 (Company History)*.

Exhibit B-3 Summary of Experience

Applicant does not provide aggregation services. Robert Biddle, Todd Golin and Scott Bernstein's resumes are labeled and attached.

Exhibit B-4 Disclosure of Liabilities and Investigations

There are no existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the

KWH Savings LLC

applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.

**Exhibit C-1
Annual Reports**

Applicant is a Limited Liability Company and does not have any Annual Reports to Shareholders.

**Exhibit C-2
SEC Filings**

Applicant is not required to file with the SEC.

**Exhibit C-3
Financial Statements**

Applicant recently purchased this business and does not have the two most recent years of audited financial statements. Business' forecasted financial statement for 2014 and 2015 are labeled and attached.

**Exhibit C-4
Financial Arrangements**

Applicant does not have any financial arrangements to conduct CRES as a business activity.

**Exhibit C-5
Forecasted Financial Statements**

Applicant's two years of forecasted financial statements for 2014 and 2015 are labeled and attached.

**Exhibit C-6
Credit Rating**

Applicant does not have a credit rating at this time.

**Exhibit C-7
Credit Report**

Applicant does not have a credit report at this time.

**Exhibit C-8
Bankruptcy Information**

KWH Savings LLC

There have been no reorganizations, protection from creditors, or any other form of bankruptcy filings made by Applicant, a parent or affiliate organization that guarantees the obligations of the application or any officer of the applicant in the current year or within the two most recent years preceding the application.

Exhibit C-9
Merger Information

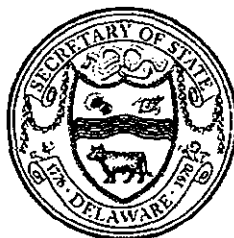
There has been no dissolution or merger or acquisition of the applicant within the five most recent years preceding the application.

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 "KWH SAVINGS, LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF APRIL, A.D. 2014, AT 5:49 O'CLOCK P.M.



5512576 8100

141052842

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


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1610356

DATE: 08-11-14

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:54 PM 04/07/2014
FILED 05:49 PM 04/07/2014
SRV 140439131 - 5512576 FILE

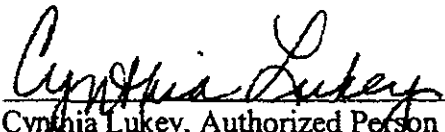
STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

First: The name of the limited liability company is:

KWH SAVINGS, LLC

Second: The address of the registered office in the State of Delaware is
2711 Centerville Road, Suite 400 in the City of Wilmington. Zip code 19808.
The name of its Registered Agent at such address is Corporation Service Company.

In Witness Whereof, the undersigned has executed this Certificate of Formation
this 7th day of April, 2014.

By: 
Cynthia Lukey, Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT
OF
KWH SAVINGS, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of KWH Savings, LLC, a Delaware limited liability company (the "Company") is made and entered into as of July 1, 2014 by and among Scott Bernstein ("Bernstein"), Todd Golin ("Golin"), Robert Biddle ("Biddle"), and each other Person (defined below) that executes this Agreement as a Member (defined below), as Members, and by SHB Energy, LLC, an Illinois limited liability company ("SHB"), as Manager (defined below), pursuant to and in accordance with the terms of the Delaware Limited Liability Company Act, as amended (the "Act").

RECITALS:

1. The Company was formed as a Delaware limited liability company on April 8, 2014.
2. The parties desire to enter into this Agreement to provide for the governance of the Company and the conduct of its business.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

**ARTICLE 1
NAME**

The name of the Company is KWH Savings, LLC, or such other name determined by the Manager from time to time.

**ARTICLE 2
DEFINITIONS; INTERPRETATION**

2.1 Definitions. For purposes of this Agreement, the following underlined terms in this Article shall have the respective meanings ascribed to them.

(a) "Affiliate" means, when used with reference to a specified Person: (i) any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the specified Person; (ii) any Person which is an officer, partner or trustee of, general partner in, or serves in a similar capacity with respect to, the specified Person or of which the specified person is an officer, partner or trustee, or with respect to which the

specified Person serves in a similar capacity; (iii) any Person which, directly or indirectly, is the beneficial owner of 10% or more of any class or equity securities of, or otherwise has a substantial beneficial interest in, the specified Person or of which the specified Person is directly or indirectly the owner of 10% or more of any class of equity securities or in which the specified Person has a substantial beneficial interest; and (iv) any relative or spouse of the specified Person. An Affiliate of the Company does not include a Person who is a member in a limited liability company or partner in a limited partnership or joint venture with any Affiliate but who is not otherwise an Affiliate of the Company.

(b) “Agreement” means this Limited Liability Company Agreement, as amended or modified from time to time.

(c) “Capital Account” means the account maintained by the Company for each Member which as of any given date reflects such Member’s actual Capital Contributions paid or contributed to the Company, (i) increased to reflect such Member’s distributive share of Company Profits, and (ii) decreased to reflect such Member’s distributive share of Company Losses and distributions of cash or property by the Company to such Member. The Company shall maintain all the Capital Accounts for its Members in accordance with the provisions of this Agreement as modified if and to the minimum extent necessary to comply with the requirements of the Code.

(d) “Capital Contribution” means the total amount of money and/or the agreed value of other property contributed or agreed to be contributed, as the context requires, by each Member to the Company pursuant to the terms of this Agreement, including the Capital Contribution made by a predecessor holder or holders of the interests of such Member, unless the context requires otherwise. Unless otherwise agreed by the Manager, the term “Capital Contribution” shall not include the value of any services provided to or agreed to be provided to the Company by a Member. The term “Capital Contribution” shall not include loans or other payments or advances made to the Company, whether from a Member or otherwise.

(e) “Capital Proceeds” means cash available to the Company, net of closing costs, from a Capital Transaction or during the liquidation of the Company.

(f) “Capital Transaction” means the sale, exchange, or other disposition, or financing or refinancing, of Company Property other than in the ordinary course of business, as determined by the Manager.

(g) “Certificate” means the Certificate of Formation, filed with the Secretary of State of Delaware on April 4, 2014.

(h) “Class A Members” are the Members who hold Class A Units.

(i) “Class A Units” are a class of membership interests in the Company, entitling the holder thereof (i) to vote on all matters submitted to a vote, consent or the approval of the Members, with each Class A Unit entitled to one vote, and (ii) to all other rights and benefits to

which such holder shall be entitled as provided in this Agreement and in the Act, together with the obligations of such Member to comply with all the terms and provisions of this Agreement and of the Act.

(j) "Code" means the Internal Revenue Code of 1986, as amended, or any successor statute thereto.

(k) "Company Property" means all assets of the Company.

(l) "Incentive Award Agreement" means an agreement between the Company and a Member under which the Company grants Incentive Units, a sample of which is attached hereto as Exhibit B. To the extent that the terms of an Incentive Award Agreement conflicts with the terms of this Agreement, the terms of the Incentive Award Agreement shall govern.

(m) "Incentive Units" are a class of membership interests in the Company that (i) represents an interest in the profits, losses, gains, deductions and credits of the Company arising subsequent to the issuance of such Units; (ii) is intended to constitute a "profits interest" within the meaning of the Code; and (iii) shall be subject to all vesting, repurchase or other restrictions set forth in the applicable Incentive Award Agreement (or other written agreement entered into between the holder of Incentive Units and the Company). Unless otherwise required by applicable law, Incentive Units shall have no voting rights with respect to any matter submitted to a vote, consent or the approval of the Members.

(n) "Involuntary Withdrawal" means, with respect to any Member, the occurrence of any of the following events: (i) the Member makes an assignment for the benefit of creditors; (ii) the Member files a voluntary petition of bankruptcy; (iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding; (iv) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties; (vi) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (i) through (v); (vii) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated; (viii) if the Member is an individual, the Member's death or the adjudication by a court of competent jurisdiction that the Member is incompetent to manage the Member's person or property; (ix) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust; (x) if the Member is a partnership or limited liability company, the dissolution and

commencement of winding up of the partnership or limited liability company; (xi) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter; or (xii) if the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company. As used in this Agreement, the term "bankruptcy" includes any case, chapter or proceeding under any chapter or section of Title 11 of the United States Code and any similar or replacement statute.

(o) "Manager" shall mean such Person who shall serve as Manager in accordance with Section 14.3.

(p) "Member" means each of the members listed in the introductory paragraph on Page 1 hereof and any Person who subsequently signs this Agreement and is admitted as a member of the Company.

(q) "Operating Cash Flow" means cash available to the Company from the operation of its business exclusive of Capital Proceeds.

(r) "Person" means any individual, limited liability company, partnership, corporation, trust or other entity.

(s) "Unit" means an individual unit of membership interest in the Company. Each class of Units shall have such privileges, preferences, obligations and rights, including voting rights, if any, set forth in this Agreement.

(t) "Unit Percentage" with respect to a Member means the amount, expressed as a percentage equal to the number of Units owned by that Member divided by the aggregate number of outstanding Units.

(u) "Unreturned Capital Contribution" means, with respect to any Member, as of any determination date, the excess, if any, of (A) such Member's Capital Contribution, over (B) the aggregate amounts previously distributed to such Member under any subsection of Section 8.1 or 8.2.

(v) "Voluntary Withdrawal" means a Member's dissociation with the Company by means other than by a voluntary disposition of its Units or an Involuntary Withdrawal.

2.2 Interpretation. The headings in this Agreement are for reference only and do not affect the meaning or interpretation of this Agreement. Definitions will apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun will include the corresponding masculine, feminine and neuter forms.

ARTICLE 3

PURPOSE AND POWERS

3.1 Purpose. The purpose of the Company is to engage in energy brokerage services.

The Company may also engage in such other lawful business as shall, in the reasonable discretion of the Manager, appear conducive to, or expedient for, the protection or benefit of the Company and its assets or necessary or convenient to accomplish its purposes and operate its business as described herein.

3.2 Powers. The Company has all powers of a limited liability company that are enumerated in the Act.

ARTICLE 4

MEMBER INFORMATION

The names, postal and email addresses of, Capital Contributions, class and number of Units, and Unit Percentages, of the respective Members are set forth in Exhibit A, as the same may be amended from time to time by the Manager to give effect to issuances of Units, reductions in the number of outstanding Units and other changes permitted by this Agreement regarding the information set forth therein. Each Member's Capital Contribution is set forth on the books and records of the Company.

ARTICLE 5

CERTIFICATE OF FORMATION; TERM

The term of the Company commenced on the filing of the Certificate with the Office of the Secretary of State of the State of Delaware on April 7, 2014. The term of this Agreement (the "Term") shall commence on the date hereof and shall continue until the Company is dissolved and its affairs wound up in accordance with the Act and this Agreement.

ARTICLE 6

PRINCIPAL PLACE OF BUSINESS; REGISTERED AGENT AND REGISTERED OFFICE

6.1 Principal Place of Business. The principal place of business of the Company shall be at such location determined by the Manager from time to time.

6.2 Registered Agent and Registered Office. The Company's Registered Agent and Registered Office in the state of Delaware are National Registered Agents, Inc. and 160 Greentree Drive, Suite 101, Dover, Delaware 19904, respectively.

ARTICLE 7

UNITS, MEMBERS' CAPITAL CONTRIBUTIONS AND LOANS

7.1 Units.

(a) Designation of Units. The membership interests of the Company shall be represented by issued and outstanding Units, which may be divided by the Manager into one or more classes or series. Each class or series of Units shall have such privileges, preferences,

obligations and rights, including voting rights, if any, set forth in this Agreement or, for Units designated after the date hereof, such privileges, preferences, obligations and rights, including voting rights, if any, set forth in a Unit designation schedule attached hereto (such schedule, a "Certificate of Designation").

(b) Class A Units. On the date hereof, the Company is issuing Class A Units to certain Members as set forth on Exhibit A.

(c) Incentive Units.

(i) The Manager is authorized to issue Incentive Units to officers, employees, consultants or other services providers of the Company. The Manager may issue Incentive Units upon such terms, and at such valuations of the Company, as the Manager determines.

(ii) Biddle shall be eligible to receive up to 11,111 Incentive Units upon the achievement of such key performance indicators on such determination date or dates as the Manager shall determine in its discretion. The Manager shall identify the performance indicators and determination date(s) in writing within thirty (30) days of execution of this Agreement. The Manager in its discretion shall determine whether the key performance indicators have been achieved.

(d) Additional Classes of Units. The Manager may from time to time designate additional classes or series of Units by attaching a Certificate of Designation for each such class or series as a schedule hereto.

7.2 Initial Capital Contributions. As of the date hereof, each Member shall have made the initial Capital Contribution set forth opposite his name on Exhibit A as his Capital Contribution.

7.3 Additional Capital Contributions; Preemptive Rights; Admission of New Members.

(a) Subject to the Company's compliance with this Section 7.3, the Company may subsequently offer and sell additional Units, on such terms and conditions, and with such rights in the Company, as the Manager may determine, which may include the designation and issuance of new classes of Units having different relative rights, powers and duties, including, without limitation, rights and powers that are superior to those of existing Members. Except as otherwise provided in this Section 7.3, no Member shall have any preemptive rights to subscribe for and purchase additional Units in the Company.

(b) In the event the Manager determines to offer and sell any additional Units (the "Offered Units"), the Manager shall first offer the Offered Units to all the existing Class A Members, who shall have the right to purchase their pro rata portion thereof, in accordance with

this Section 7.3(b). To offer the Offered Units to the Class A Members, the Manager shall deliver written notice (the "Offer Notice") to the Class A Members stating the terms and conditions of the Offered Units, including the purchase price therefor. Upon receipt of the Offer Notice, each Class A Member shall have thirty (30) days (the "Consideration Period") to elect to purchase some or all of such Class A Member's Pro Rata Portion (defined below) of the Offered Units. As used in this Section 7.3, a Member's "Pro Rata Portion" shall mean a fraction, where the numerator is the Class A Units held by such Member and the denominator is the aggregate number of Class A Units then outstanding.

(c) If, upon the expiration of the Consideration Period, not all Offered Units have been subscribed for by the Class A Member, those who subscribed for their full Pro Rata Portion thereof (the "Fully Subscribing Members") shall have the right to purchase the remaining Offered Units (the "Remaining Units") in accordance with this Section 7.3(c). The Company shall deliver written notice to the Fully Subscribing Members of the Remaining Units, and each Fully Subscribing Member shall have ten (10) days to notify the Company in writing of its election to purchase a portion of the Remaining Units, with such portion being a fraction, the numerator of which is the Units held by the Fully Subscribing Member and the denominator of which is the aggregate number Class A Units held by all Fully Subscribing Members.

(d) Any Offered Units not subscribed for by existing Class A Members under Section 7.3(b) and (c) may be sold by the Company on terms and conditions no more favorable to the purchasers thereof than are included in the Offer Notice. Any Offered Units that have not been sold to pursuant to this Section 7.3(d) within one hundred and twenty (120) days of the expiration of the Consideration Period must be reoffered to the existing Class A Members pursuant to Sections 7.3(b) and (c).

(e) A Member may decline to subscribe for and purchase Offered Units. Upon the consummation of the Company's sale of Offered Interests, the Unit Percentages of the Members shall automatically adjust with prospective effect to take account of Offered Units. The Manager may amend this Agreement to appropriately reflect the admission of the new Members and adjust the capital accounts of the Members in accordance with Section 706(d) of the Code.

(f) The preemptive rights set forth in this Section 7.3 shall not apply to (i) any grant of Incentive Units or any other grant of Units to employees, consultants or service providers, or (ii) any issuance of Units to strategic partners, whether in connection with a joint venture, acquisition, merger or otherwise.

7.4 No Interest on Capital Contributions; No Right of Members to Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contributions or a return of its Capital Contributions, except as expressly provided herein.

7.5 Loans from Members and Third Parties. The Company may borrow funds from Members or any third parties on such terms, including granting security to the lender in any or all of Company Property, as the Manager shall from time to time determine. No loan received from any Member shall increase such Member's Capital Account, and it shall be a debt due from

the Company to such Member payable in accordance with its terms. In the event of default, the Member, as lender, shall be entitled to exercise and pursue all rights and remedies available to it in accordance with such terms or applicable law. Notwithstanding the foregoing, no Member shall be required to loan funds to the Company.

7.6 No Personal Liability. Except as a Member has agreed or may subsequently agree, no Member shall have personal liability for any debts or other obligations of the Company.

ARTICLE 8 **DISTRIBUTIONS**

8.1 Operating Cash Flow. The Company shall make distributions of Operating Cash Flow available for distribution to the Members at such times and in such amounts as determined by the Manager in its discretion; provided, however, that except to the extent otherwise specified by the Manager in a Certificate of Designation with respect to a class of Units, all such distributions shall be made in the following order of priority:

(a) To the Class A Members (and among them in proportion to their Unreturned Capital Contributions) until each such Class A Member's Unreturned Capital Contributions are reduced to zero;

(b) Thereafter, to the Members pro rata in accordance with their respective Units as shown on Exhibit A.

8.2 Capital Proceeds. The Company shall distribute Capital Proceeds available for distribution to the Members at such times and in such amounts as the Manager may determine consistent with this Agreement; provided, however, that except to the extent otherwise specified by the Manager in a Certificate of Designation with respect to a class of Units, all such distributions shall be made in the following order of priority:

(a) To the Class A Members (and among them in proportion to their Unreturned Capital Contributions) until each such Class A Member's Unreturned Capital Contributions are reduced to zero;

(b) Thereafter, to the Members pro rata in accordance with their respective Units as shown on Exhibit A.

8.3 Monthly Draws. The Company shall pay Biddle a monthly fee of \$2,083 and a draw at the rate of \$25,000 per annum, which shall be treated as an advance against Biddle's anticipated distributions under this Agreement; provided, however, that no draws shall be paid after a Biddle Departure (as defined in Section 15.5(a)). The Manager may increase the draw amount from time to time in its discretion. The draws shall: (i) be payable from time to time but no less frequently than monthly; and (ii) only be paid to the extent funds are available to the Company for distribution. In addition, the Manager may, from time to time, reduce or suspend

draws if it determines, in its discretion, such funds are necessary to support the activities and operations of the Company, including, without limitation, funding or increasing reserves for contingent liabilities. All draws payable under this Section 8.3 are intended to constitute "guaranteed payments" as such term is defined in Section 707(c) of the Code. Biddle shall be responsible for the payment of all federal, state and local income taxes applicable to such draws.

8.4 Deficit Capital Account Balance; Refund of Excess Distributions.

(a) Notwithstanding anything in this Article 8 to the contrary, no distribution to a Member shall create or increase a deficit balance in the Capital Account of the Member if any other Member then has a positive balance in his Capital Account.

(b) If required by applicable law or necessary to maintain the Members' Capital Accounts in accordance with the provisions of the Code (or the rulings or regulations promulgated pursuant to the Code) as required by this Agreement, the Members shall be responsible for refunding prior distributions to them to eliminate any deficit balances in their respective Capital Accounts, but only to the extent necessary to comply with applicable law or the provisions of the Code (or the rulings or regulations promulgated pursuant to the Code).

ARTICLE 9
ALLOCATIONS OF PROFITS AND LOSSES

9.1 Allocation of Profits. The Company shall allocate its net Profits for each fiscal year in the following order of priority:

(a) To all the Members until the amount of Profits allocated to them equals the amount of cumulative net Losses, if any, from the Company allocated to them for prior periods (as allocated through the last day of the immediately preceding period), in the reverse order in which such net Losses were allocated to them; and

(b) The balance, if any, to the Members in proportion to their respective Units as shown on Exhibit A.

9.2 Allocation of Losses. The Company shall allocate its net Losses for each fiscal year in the following order of priority:

(a) To all the Members until the amount of Losses allocated to them equals the amount of cumulative net Profits, if any, from the Company allocated to them for prior periods (as allocated through the last day of the immediately preceding period), in the reverse order in which such net Profits were allocated; and

(b) To all the Members in proportion to their respective Units as shown on Exhibit A.

The amount of Loss allocated to a Member shall not create or increase a deficit in the Capital Account balance of a Member if and to the extent that any other Member then (i) has a positive

balance in its Capital Account, or (ii) personally is at risk for such amount (through a loan to, or guaranty of an obligation of, the Company or otherwise), and the Member is not so at risk.

9.3 Allocation Among Members. The Company shall allocate all Profits or Losses (other than any Profits or Losses attributable to the sale or other disposition of Company Property) for a fiscal year allocable with respect to any Units which may have been transferred during such year between the transferor and the transferee based upon the number of days that each was recognized (pursuant to Article 15) as the owner of the Units, without regard to the results of Company operations during particular periods of such year and without regard to whether cash distributions were made to the transferor or transferee. The Company shall allocate all Profits or Losses of the Company attributable to the sale or refinancing of Company Property to the recognized owners of the Units (pursuant to Article 15) as of the day the Company recognized such Profits or Losses for tax purposes.

9.4 Profits and Losses. The terms "Profits" or "Losses" as used herein includes, without limitation, each item of Company income, gain, loss and deduction. It shall allocate any recapture of credits in the same manner as the Company initially allocated the recaptured credit among the Members. The Company shall allocate any credits of the Company for a fiscal year in the same manner as Profits of the Company (other than any Profits attributable to the sale or other disposition of Company Property) in accordance with Section 9.1. It shall allocate any recapture of credits in the same manner as the Company initially allocated the recaptured credit among the Members.

9.5 Income Tax Status.

(a) The Manager shall cause the Company to elect to be taxable as a partnership for Federal income tax purposes. The Manager shall have authority, without the consent of the Members, to amend the provisions of this Article 9 relating to allocation of Profits and Losses among Members if the Company is advised at any time by the Company's legal counsel that such amendments (hereinafter a "Regulatory Amendment") is necessary in order to comply with the provisions of the Internal Revenue Code and the regulations promulgated thereunder regarding the taxation of partnerships. Regulatory Amendments shall, to the extent possible, ensure that the cash distributions and allocations of Profits and Losses to the Members will, on a current and cumulative basis, be equal to the net amounts which would have been distributed or allocated to each Member if the Regulatory Amendment had not been made. All income, gains, losses and deductions of the Company shall be allocated, for U.S. federal, state, and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses and deductions among the Members for computing their Capital Accounts, except that if any such allocation for tax purposes is not permitted by the Code or other applicable law, the Company's subsequent income gain, losses and deductions shall be allocated among the Members for tax purposes so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) In the event the Manager approves of the conversion of the Company from a limited liability company to a corporate or other form of entity, each Member hereby agrees to,

and each shall, take all necessary or desirable actions in connection with such conversion, and, provided that the voting and economic ownership interests of the resulting or surviving entity are allocated among the Members as near as practicable to their allocation with respect to the Company, each Member hereby irrevocably constitutes and appoints the Manager, with full power of substitution, as its true and lawful attorney-in-fact, in its name, place and stead to make, execute, sign, acknowledge, record and file, on behalf of such Member, all agreements, consents (including consents of the Members approving such conversion), certificates, instruments, and other documents necessary or desirable to effect such conversion.

ARTICLE 10

BOOKS OF ACCOUNT, RECORDS AND REPORTS

10.1 Books and Records. The Company shall observe all necessary, appropriate and customary Company formalities. The Manager shall keep, or cause to be kept, proper and complete records and books of account in which shall be entered fully and accurately all transactions and other matters relating to the Company's business as are usually entered into records and books of account maintained by Persons engaged in businesses of a like character. The Company books and records of account shall be kept on the accrual basis, unless otherwise determined by the Manager. The books and records shall at all times be maintained at the principal office of the Company in a manner permitting the assets and liabilities of the Company to be easily separated and readily distinguished from those of any other Person. They may be maintained in other than a written form if such form is capable of conversion into written form within a reasonable time. The records maintained by the Company shall include the following: (i) a current list of the full name and last known business, residence or mailing address of each Member, in alphabetical order and setting forth the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on which each became a Member; (ii) a copy of the Certificate, as amended or restated, together with executed copies of any powers of attorney pursuant to which the Certificate or any amendment thereto has been executed; (iii) copies of the Company's federal, state and local income tax returns and reports, if any, for the three (3) most recent years; (iv) copies of this Agreement; and (v) copies of any financial statements of the Company for the three most recent years. Except to the extent this examination right is modified in an Incentive Award Agreement, (a) the books and records shall be open to the inspection and examination of the Members or their duly authorized representatives during normal business hours upon reasonable advance notice; and (b) each Member shall have the right, upon demand and for any purpose reasonably related to the Member's interest in the Company, to obtain the records referred to in this Section 10.1.

10.2 Tax Information. On or before 75 days after the end of each fiscal year (or as soon as practical), the Manager shall send to each Person who was a holder of Units at any time during the fiscal year then ended such tax information as shall be necessary for the preparation by such holder of its federal and state income tax returns and other local tax returns.

10.3 Tax Matters Partner. Bernstein shall serve as the Tax Matters Partner of the Company for all purposes pursuant to Sections 6221-6231 of the Code (or any comparable

provision of any succeeding law). The Company shall not be obligated to pay any fees or other compensation to the Tax Matters Partner in its capacity as such, provided that the Company shall reimburse the Tax Matters Partner for any and all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) sustained by it in its capacity as Tax Matters Partner. The Company shall indemnify, defend and hold the Tax Matters Partner harmless from and against any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) sustained or incurred as a result of any act or decision concerning the Company tax matters and within the scope of its responsibility as Tax Matters Partner.

ARTICLE 11

FISCAL YEAR

The fiscal year of the Company shall end on December 31 in each year, unless otherwise determined by the Manager.

ARTICLE 12

COMPANY FUNDS

The Company shall deposit its funds in such bank account or accounts, or invest them in such interest-bearing or non-interest-bearing investments, as the Manager may reasonably determine. All withdrawals from any of such bank accounts shall be made by the Manager or a duly authorized agent or agents of the Manager; provided, however, that Company funds shall be used only for the business of the Company. Company funds shall not be commingled with those of any other Person.

ARTICLE 13

STATUS OF MEMBERS

13.1 Personal Services.

(a) Except as provided in this Agreement, a Member's Incentive Award Agreement or in another written agreement entered into between the Member and the Company, no Member shall be required to perform services for the Company solely by virtue of being a Member, and no Member shall be entitled to compensation for services performed for the Company or for reimbursement for expenses incurred in connection with the activities of the Company.

(b) For so long as he is a Member, Biddle shall devote substantially all of his working time on behalf of the Company and use his best efforts as is reasonably necessary to perform his duties and responsibilities hereunder.

13.2 No Personal Liability. Except as otherwise required by applicable law or as explicitly set forth in this Agreement, no Member shall have any personal liability in such Member's capacity as a Member for the debts of the Company or for any losses of the Company beyond its Capital Contribution.

13.3 Other Activities of the Members. Subject to Article 18: (i) each Member may, directly or indirectly, have other business interests and engage in other activities in addition to those relating to the Company; and (ii) neither the Company nor any other Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of a Member or to the income or proceeds derived therefrom.

13.4 Not Employment Agreement. The Members hereby recognize and confirm that: (a) nothing in this Agreement shall constitute an agreement of the Company or any Member to employ or otherwise engage or continue to employ or otherwise engage any Member as an employee, professional or consultant for any period whatsoever; and (b) the Company reserves the right to terminate the services of a Member at any time and for any reason or no reason whatsoever without any liability or payment of any fee, cost or other amount for damages or otherwise, and each Member hereby releases any and all claims that the Member or any other Person has or may have by reason of any such termination.

13.5 Key Man Insurance. The Company may purchase, own and maintain insurance on the lives of any Member or any Manager. Except as otherwise may be agreed in writing, no Member shall have or claim any ownership or other interests in such insurance coverage, the proceeds of the insurance, or the insurance policy.

ARTICLE 14

APPOINTMENT, POWERS, RESTRICTIONS AND DUTIES OF THE MANAGER

14.1 Management by Manager.

(a) The management of the Company shall be vested in one Manager. Except for such powers that are required to be retained by the Members under the Act, the Manager shall have the exclusive power and authority to manage and direct the business and affairs of the Company. Any power not otherwise delegated pursuant to this Agreement or by the Manager in accordance with the terms of this Agreement shall remain with the Manager. In dealing with the Manager acting on behalf of the Company, no Person shall be required to inquire into the authority of the Manager to bind the Company. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager. The Manager shall exercise good faith in exercising its rights and fulfilling their obligations under this Agreement.

(b) The Company shall have one Manager. The Members hereby appoint SHB to serve the initial Manager. The Manager shall serve until the first to occur of its dissolution or resignation. In the event of the dissolution or resignation of a Manager, the Member or Members holding two-thirds (2/3) of the then outstanding Units entitled to vote shall appoint a replacement Manager.

14.2 Necessary Time. The Manager shall devote such time to the Company business as such Manager, in its sole discretion, shall deem to be necessary to manage and supervise the Company's business and affairs in an efficient manner. Nothing in this Agreement shall

preclude the employment, at the expense of the Company, of any agent or third party to manage or provide other services to the Company.

14.3 Compensation of Manager. The Manager shall be entitled to receive consideration for serving as a Manager at such times and in such amounts as determined by the Manager in its reasonable discretion. The Manager is entitled to reimbursement for such expenses as the Manager may reasonably incur in connection with its services as a Manager.

14.4 Dealings With Affiliates. The validity, enforceability and/or rights and obligations of or under any transaction, agreement or payment involving the Company and the Manager or any Member or an Affiliate of any of same shall not be affected by reason of the relationship between the Company or the Manager or Member or Affiliate as long as the transaction, agreement or payment is consented to or approved of by the Manager. If approved by the Manager, any Affiliate may supply goods and services to the Company on terms and conditions which are no less favorable to the Company than those available to the Company in similar dealings with unaffiliated third parties.

14.5 Limited Personal Liability. No Manager shall be liable, responsible or accountable in damages or otherwise to the Company or to any Member for any action taken or failure to act on behalf of the Company within the scope of the authority conferred on such Manager by this Agreement or by law unless such action or omission constituted a breach of this Agreement, was performed or omitted fraudulently or in bad faith or constituted gross negligence. Anything herein contained to the contrary notwithstanding, except in the case of the Manager's breach of this Agreement, fraud, misrepresentation of material facts, bad faith, gross negligence or intentional torts or breach of this Agreement, no Manager shall be liable to any Member, or to the Company, and neither the Company nor any Member shall make a claim against the Manager. Unless otherwise expressly agreed by the Manager, no Manager shall have any personal liability, whether to the Company, to any of the Members or to the creditors of the Company, for the debts of the Company (including debts arising from an obligation to purchase Units under this Agreement) or for any Losses of the Company.

14.6 Indemnification. The Company shall indemnify, defend and hold harmless each Manager from and against any loss, expense, damage or injury suffered or sustained by such Manager by reason of any acts, omissions or alleged acts or omissions arising out of its activities on behalf of the Company or in furtherance of the interests of the Company, including any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, provided that the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claims are based were in good faith and were not performed or omitted in breach of this Agreement, fraudulently or in bad faith, or as a result of the gross negligence by such Manager. Such indemnification shall be made only to the extent of the assets and rights of the Company. A Manager shall promptly notify the Members of any request for any funds to any party under this Section 14.6.

14.7 Section 754 Election. The Manager may cause the Company to make or revoke tax elections that the Manager believe is in the best interest of the Company or its Members (including, the election referred to in Section 754 of the Code or any similar provision under state or local law or any successor provision). Each Member shall, upon request of the Company, supply the Company with the information necessary to properly give effect to such elections.

14.8 Office Space. The Members acknowledge and agree as follows: (i) the Company Affiliate, National Retrofitting Group, LLC, is currently permitting the Company to use a portion of National Retrofitting Group's office space at 5707 W. Howard Street, Niles, Illinois 60714 on a rent-free basis; and (ii) the Manager may, in its discretion, cause the Company Affiliate to charge rent for the Company's use of such space at prevailing market rates.

ARTICLE 15

TRANSFER OF UNITS

15.1 Restrictions on Disposition

(a) As used in this Article, the term "dispose" and all variants thereof shall include the making or effecting of any inter-vivos or testamentary gift, transfer, assignment, sale, conveyance, transfer by reason of intestacy, pledge, hypothecation, encumbrance, attachment, seizure, sale by legal process, amendment of, or release of a power under, a trust agreement, and any other transfer by act of a Member or by operation of law; and the disposition of an interest in a Member to, or in trust for, a Person who is not a Member, or a member of the Member, shall be deemed to be a disposition of Units.

(b) No Member shall have the right or power to Voluntarily Withdraw from the Company except as specifically provided in this Article 15 or in the Member's Incentive Award Agreement; and any Member who shall attempt to do so shall be in intentional breach of this Agreement. A Member who attempts to or successfully voluntarily withdraws notwithstanding the provisions of this subsection shall not be entitled to receive the fair value of its Units in liquidation of its Units pursuant to the Act or otherwise.

(c) No Member shall dispose of its Units except (i) with the prior written consent of the Manager; (ii) to the Company; or (iii) as specifically permitted or required pursuant to this Article 15. Each Member hereby acknowledges the reasonableness of this prohibition in view of the purposes of the Company and the relationship of the Members. The disposition of any Units in violation of the prohibition contained in this Section 15.1 shall be deemed invalid, null and void, and of no force or effect. Any Person to whom a Unit is attempted to be transferred in violation of this Article 15 shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company or, to the maximum extent permitted by law, receive distributions from the Company or have any other rights in or with respect to the Units.

15.2 Permitted Transfer for Estate Planning Purposes. A Member or holder of Units may hold or transfer its Units (a) to a Grantor Trust for the benefit of the transferor or, (b) if approved in writing by the Manager, any other Person for estate planning purposes. The term "Grantor Trust" means a trust established by a Person for his exclusive benefit (as owner of all vested interests in the trust) in his individual capacity if: (i) in his individual capacity the party has all right, power and authority to amend or revoke the trust at any time in his sole and absolute discretion (with or without reason); and (ii) the trust is a grantor trust under the Code. For purposes of this Agreement, the owner of a Grantor Trust in his individual capacity shall be deemed to be the owner of the Units held by the trust, and the trustee shall be deemed to be only a nominee of and for the owner, holding the Units of the owner subject to the provisions of this Agreement.

15.3 Required Transfer Upon Involuntary Withdrawal, Operation of Law.

(a) Immediately upon the occurrence of an Involuntary Withdrawal, the successor of the Withdrawn Member shall thereupon become the holder of Units but shall not become a Member. The successor Unit holder shall have all the rights and obligations of a Unit holder under Section 15.9 but neither the predecessor nor the successor Unit holder shall be entitled to receive in liquidation of the Units, pursuant to the Act, the fair market value of the Member's Units as of the date the Member involuntarily withdrew from the Company.

(b) If a decree of divorce or judgment of dissolution is entered with respect to a Member where such decree or judgment purports to transfer all or a portion of such Member's Units to another Person (the Units purported to be so transferred, the "Transferred Portion"), the transferee shall thereupon become the holder of the Transferred Portion but shall not become a Member. This successor Unit holder shall have all the rights and obligations of a Unit holder under Section 15.9 but the successor Unit holder shall not be entitled to receive in liquidation of the Transferred Portion, pursuant to the Act, the fair market value of the Transferred Portion as of the date of the divorce or judgment.

15.4 Company Purchase Rights upon Certain Member Events.

(a) In the event of the transfer of a Unit of a Member under Section 15.3 resulting from the insolvency or bankruptcy of a Member, the Company shall have the right to purchase, and the transferee thereof, upon the Company's exercise of such right, shall sell to the Company the Units so transferred at the lesser of (i) the capital account balance associated with such Units, as determined by the Company's outside accountant, as of the last day of the fiscal quarter of the Company coincident with or immediately preceding the transfer by operation of law and (ii) the transferee's cost therefor.

(b) In the event of the transfer of a Unit of a Member under Section 15.3 resulting from (i) the entry of a decree of divorce or judgment of dissolution where such decree or judgment purports to transfer a portion of such Member's Units to another Person, (ii) the death of the Member, or (iii) the adjudication by a court of competent jurisdiction that the Member is incompetent to manage the Member's person or property; the Company shall have the right to

purchase, and the transferee thereof, upon the Company's exercise of such right, shall sell to the Company the Units so transferred at purchase price equal the capital account balance associated with such Units, as determined by the Company's outside accountant, as of the last day of the fiscal quarter of the Company coincident with or immediately preceding the transfer.

(c) The Company's purchase right under Sections 15.4(a) and (b) shall be exercisable by written notice given to the transferee at any time after the Company receives written notice of the event triggering the purchase right set forth in Section 15.4(a) or (b) and shall have no expiration date. The notice shall specify the Units which the Company has elected to purchase.

(d) If the Units subject to a right to purchase in the Company by reason of this Section 15.4 are not so purchased, such unpurchased Units shall, subject to the other provisions of this Article 15, be retained by the transferee(s), with such transferee(s) bound by the provisions of this Article 15 and all other provisions of this Agreement.

15.5 Company Purchase Right with Respect to Biddle's Units.

(a) In the event that Biddle does not meet his "Vesting Threshold", the Company shall have the right to purchase all or a portion of the Units held by Biddle at the purchase price set forth herein. The Company's repurchase right hereunder shall be exercisable by the Company at any time after a Biddle Departure and shall have no expiration date. The determination of whether a Biddle Departure has occurred shall be made by the Manager in its reasonable discretion.

(b) On the date hereof, all of Biddle's Units shall constitute "Restricted Units". Subject to clause (c) hereof, all of Biddle's Restricted Units shall automatically convert to Vested Units on the attainment of the Vesting Threshold.

(c) No Restricted Units shall convert to Vested Units after the effective date of a Biddle Departure.

(d) The "Vesting Threshold" shall mean the attainment of both of the following at the same time: (i) the Company's engagement of at least one hundred Qualified Contractors (defined below) within a duration of 12 months from the execution of this agreement; and (ii) at least three hundred Qualified Engagements (defined below) in a ninety day period. The Company reserves the right to (i) establish the terms and conditions governing the engagement of independent contractors; (ii) decline to engage any independent contractor recruited by Biddle; (iii) establish the terms and conditions governing the Company's provision of services; and (iv) decline any request to provide services to a client solicited by Biddle.

(e) The purchase price for Vested Units is the Biddle Agreed Value (defined below); provided, however that if Biddle is terminated for Biddle Cause, the purchase price for the Vested Units shall be \$0.01 per Unit. The purchase price for Restricted Units shall be \$0.01 per Unit.

(f) Definitions.

- (i) The "Biddle Agreed Value" means an amount equal to the product of (i) the Unit Percentage represented by the Vested Units held by Biddle, and (ii) the sum of (a) an amount equal to 1.0 times the aggregate Biddle Sales Force Accounts Receivable outstanding as of the effective date of the Biddle Departure, and (b) an amount equal to 0.5 times the aggregate Other Accounts Receivable outstanding as of the effective date of the Biddle Departure.
- (ii) A "Biddle Sales Force Account Receivable" means an account receivable arising from a Qualified Engagement sourced by a Qualified Contractor.
- (iii) "Biddle Cause" shall mean Biddle's: (a) failure to comply with the Company's policies; (b) gross negligence or willful misconduct with respect to the Company, including but not limited to dishonesty in the performance of his duties to the Company or conversion or

misappropriation of any monies or property of the Company; (c) indictment for a (1) felony or (2) crime of moral turpitude with respect to the Company; or (d) other material breach of this Agreement. Notwithstanding the foregoing, in the case of subsection (a) or (d), if the violation is curable, Biddle Cause shall not be found to exist unless and until the Company provides written notice to Biddle describing the violation and Biddle fails to cure such violation within five (5) days of the Company's provision of such notice.

- (iv) An "Other Account Receivable" means an account receivable arising from the Company's engagement by a client to provide energy efficiency services where such engagement is not a Qualified Engagement.
- (v) A "Qualified Contractor" means an independent contractor engaged by the Company to perform energy efficiency services where such independent contractor was recruited by Biddle.
- (vi) A "Qualified Engagement" means the Company's engagement by a client to provide energy efficiency services where such client was (i) solicited by Biddle or a Qualified Contractor; and (ii) at the time of such engagement, not a client or former client of the Company or any Affiliate of the Manager.

15.6 Company Purchase Right with Respect to Golin's Units.

(a) In the event that Golin ceases to devote substantially all of his full-time working efforts to the Company's Affiliates for any reason whatsoever, whether due to resignation or other circumstance or event (a "Golin Departure"), the Company shall have the right to purchase all or a portion of the Units held by Golin at the purchase price set forth herein. The Company's repurchase right hereunder shall be exercisable by the Company at any time after a Golin Departure and shall have no expiration date. The determination of whether a Golin Departure has occurred shall be made by the Manager in its reasonable discretion.

(b) The purchase price for Golin's Units shall be the Golin Agreed Value (defined below); provided, however that if Golin is terminated for Golin Cause, the purchase price for Golin's Unit shall be \$0.01 per Unit.

(c) Definitions.

- (i) "Golin Cause" shall mean Golin's: (a) failure to comply with the policies of a Company Affiliate; (b) gross negligence or willful misconduct with respect to the Company or any Company Affiliate, including but not limited to dishonesty in the performance of his duties to any Company Affiliate or conversion or misappropriation of any monies or property of the Company or any Company Affiliate; (c) indictment for a (1) felony or (2) crime of moral turpitude with respect to the Company or any Company Affiliate; or (d) other material breach of this Agreement or any other agreement entered into between Golin and the Company or Golin and any

Company Affiliate. Notwithstanding the foregoing, in the case of subsection (a) or (d), if the violation is curable, Golin Cause shall not be found to exist unless and until the Company or a Company Affiliate provides written notice to Golin describing the violation and Golin fails to cure such violation within five (5) days of the Company's or Company Affiliate's provision of such notice.

- (ii) The "Golin Agreed Value" means an amount equal to the product of (i) the Unit Percentage represented by the Units held by Golin, and (ii) an amount equal to 1 times Company's accounts receivable outstanding as of the effective date of the Golin Departure.

15.7 Drag-Along Right. Notwithstanding any other provision in this Agreement, if Bernstein agrees in writing to sell all of his Units to a third party and such third party desires to purchase all of the Units of the Company (the "Approved Sale of the Company"), then all the other Members shall consent to the Approved Sale of the Company, and all Members agree to sell their Units in the Approved Sale of the Company. The Members shall take such actions and enter into such agreements as are reasonable necessary and desirable in connections with the Approved Sale of the Company. Upon the consummation of a sale of all Units of the Company as set forth in this Section 15.7, each Member shall cooperate and take all necessary steps to distribute the net proceeds therefrom (after payment of all expenses related to such sale) to the Members in accordance with the provisions of Section 8.2.

15.8 Closing of a Purchase.

(a) The closing of (i) any Unit purchase referred to in Section 15.4, 15.5 or 15.6, and (ii) any purchase of Units by the Company under any Incentive Award Agreement, shall take place at either the offices of the Company or the offices of the Company's attorneys at a date and time, during normal business hours, designated by the Company.

(b) In making any payment for Units purchased by the Company pursuant to (i) Section 15.4, 15.5, or 15.6 or (ii) the provisions of an Incentive Award Agreement, the Company shall have the right to set off any claims against the seller against the amount of the payment (in inverse order of maturity or otherwise as the purchaser may elect).

(c) For purchases under Section 15.4, the Company shall make payment by tendering to the appropriate Person the purchase price (net of the amount of any offset permitted hereunder) as follows:

(i) an amount equal to the capital account balance associated with such Units by delivery of a certified or cashier's check on the closing date; provided, however, that if the net purchase price amount is less than this amount, the Company shall tender such lesser purchase price amount;

(ii) the remainder, if any, shall be paid by delivery at closing of a promissory note payable in three equal annual installments of principal, with the first installment payable on

the first, the second installment payable on the second, and the third installment payable on the third, anniversary of the closing date. Such note shall (a) bear no interest; (b) grant the maker the right to prepay all or any portion of the note without penalty at any time and from time to time following closing; (c) provide that a default in payment which continues for forty-five (45) days from notice of default shall, at the option of the holder thereof, cause the remaining unpaid balance thereon to become immediately due and payable.

(d) For purchases under Section 15.5, the Company shall make payment by tendering to Biddle (net of the amount of any offset permitted hereunder): (i) the purchase price for all Units in connection with a termination for Biddle Cause shall be payable by delivery of a certified or cashier's check on the closing date; and (ii) the purchase price for any Biddle Departure other than in connection with a termination for Cause shall be as follows: (A) for Restricted Units, delivery of a certified or cashier's check on the closing date; and (B) for Vested Units, within fifteen days of the Company's collection of the applicable account receivable.

(e) For purchases under Section 15.6, the Company shall make payment by tendering to Golin (net of the amount of any offset permitted hereunder): (i) the purchase price for all Units in connection with a termination for Golin Cause shall be payable by delivery of a certified or cashier's check on the closing date; and (ii) the purchase price for any Golin Departure other than termination for Golin Cause, within fifteen days of the Company's collection of the applicable account receivable.

(f) At the closing of any Units purchase by the Company, whether permitted or required under this Agreement or an Incentive Award Agreement, the seller shall execute and deliver to the Company such instruments and documents as may be necessary and proper to transfer to the Company full and complete title to the Units so purchased, free and clear of all liens and encumbrances.

(g) At and as a condition of the closing of any Units purchased by the Company under this Agreement or an Incentive Award Agreement, the seller shall deliver a release, releasing the Company its Affiliates, from any and all claims relating to the seller's (or his predecessor's) ownership of the Units or arising from his or its position as Member, Manager, employee and/or agent of the Company, as applicable, except for claims asserted in writing not later than the date of closing.

(h) If any Members or Unit holders become obligated to sell Units or any portion thereof to the Company pursuant to this Article 15 or an Incentive Award Agreement and fails to deliver such Units at the designated closing date and time, the Company may, at its option, in addition to all other remedies it may have, send to such Members or Unit holder the purchase price for such Units as is herein specified and transfer to the name of the Company on the Company's books the Units to be sold.

15.9 Further Conditions of Transfer of Units. Anything contained in this Article 15 to the contrary notwithstanding, the assignee or other transferee of Units shall not have the right to become a substituted Member unless the Manager consent in writing to its becoming a

Member. Moreover, a transfer of Units shall be effective only if, on, subject to and in accordance with the following provisions:

- (a) The effective date of the transfer is the first day of a calendar quarter;
- (b) The right to make the transfer or the transfer does not, in the opinion of counsel for the Company, result in the treatment of the Company as a corporation (or as an association taxable as a corporation) for purposes of the then applicable provisions of the Code;
- (c) The transfer does not, to the knowledge or belief of the Manager, violate the provisions of any applicable federal or state securities law or other law, regulation or order of any governmental agency;
- (d) The transfer is not to a minor or incompetent; and
- (e) The transfer either is not effectuated through an "established securities market" or a "secondary market (or the substantial equivalent thereof)" within the meaning of Section 7704 of the Code unless, in the opinion of counsel for the Company, the transfer would not result in the Company being treated as a corporation or an association taxable as a corporation under the Code.

A transferee of Units who does not become a substitute Member (a "Unit holder") shall be entitled to receive the distributions and allocations attributable to the Units, but shall have no rights as a Member under this Agreement. The transferor and/or transferee of all or any portion of a Member's Units shall pay all reasonable expenses, including attorneys' fees, incurred by the Company in connection with the transfer, and until paid the Company may offset the amount due it against all future distributions in respect of the Units transferred.

15.10 Specific Performance. The parties hereto hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto or to the Successor of a decedent party by reason of a failure to perform any of the obligations under this Article 15 (other than the payment of money). Therefore, if any party hereto or the Successor of a decedent Member shall institute any action or proceeding to enforce the provisions hereof, any Person (including the Company) against whom such action or proceeding is brought hereby waives the claim or defense herein that such Person has an adequate remedy at law, and such Person shall not make, in any action or proceeding, the claim or defense that such remedy at law exists and is adequate. No Person seeking an equitable remedy under this Section 15.10 shall be required to post any bond or other security in connection therewith.

15.11 Amendments. Upon the effectiveness of a Unit transfer under this Article 15, the Manager shall, subject to the provisions of this Article 15, execute, file and record with the appropriate governmental agencies such documents (including amendments to this Agreement) as are or may be required to accomplish the substitution of the assignee as a substituted Member. The Company shall treat a Person entitled to become a substitute Member (pursuant to the provisions of this Article 15) as the substitute Member with respect to the Units assigned from

the date such assignment is effective notwithstanding any time consumed in preparing and filing of any documents with governmental agencies necessary to effectuate the substitution.

15.12 Bound by Agreement. Any Person who acquires any interest in a Unit (including a Unit holder) or is admitted to the Company as a substituted Member shall be subject to and bound by all the provisions of this Agreement as if originally a party to this Agreement (irrespective of whether or not the Person confirms the agreement in writing).

ARTICLE 16

DISSOLUTION OF THE COMPANY

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

- (a) the sale or exchange by the Company of all or substantially all its assets in one transaction or a series of related transactions and the distribution to the Members of the proceeds from such sale of disposition (as provided in this Agreement);
- (b) the entry of a decree of judicial dissolution under the Act;
- (c) the written determination of the Manager to dissolve the Company;
- (d) Any other event requiring dissolution under the Act.

The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a Member shall not cause the dissolution of the Company.

ARTICLE 17

ADDITIONAL PROVISIONS

CONCERNING DISSOLUTION OF THE COMPANY

17.1 Liquidation. In the event of the dissolution of the Company for any reason, the Manager shall commence to wind up the affairs of the Company and to liquidate Company Property. The Members shall continue to share Profits and Losses during the period of liquidation (including unrealized Profits and Losses on distributions in kind measured by the difference between cost and fair market value) in the same proportion as before the dissolution. The Manager shall determine the time, manner and terms of any sale or sales of Company Property pursuant to such liquidation in good faith.

17.2 Distribution on Liquidation. Following the allocation of Profit and Loss and the payment of all debts and liabilities of the Company and all expenses of liquidation, and subject to the right of the Manager to set up such cash reserves as reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other funds of the Company shall be distributed to the Members in accordance with the provisions of Section 8.2.

17.3 Final Statement. Within a reasonable time following the completion of the liquidation of Company Property, the Manager shall supply to each of the Members a statement reviewed by the Company's independent accountants which shall set forth the assets and liabilities of the Company as of the date of complete liquidation, each Member's and Unit holder's pro rata portion of distributions pursuant to Section 17.2 and the amount of cash reserves maintained pursuant to Section 17.2.

17.4 Company Assets Only. Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for all distributions with respect to the Company and its Capital Contribution thereto and share of Profits or Losses thereof and shall have no recourse therefor (upon dissolution or otherwise) against the Manager or any other Member. No Member shall have any right to demand or receive property other than cash upon dissolution and termination of the Company.

17.5 Certificate of Dissolution. Upon the dissolution and the completion of the winding up of the Company, the Company shall terminate and the Manager shall execute and file in the office of the Secretary of State of the State of Delaware Certificate of Dissolution as well as any and all other documents required to effectuate the dissolution and termination of the Company.

ARTICLE 18

REPRESENTATIONS, WARRANTIES AND COVENANTS

18.1 Representations and Warranties. The Members each represent and warrant to the Company and to each other that they and their respective members have acquired their Units, solely for their own accounts, with the intent of holding the Units for investment only, without the intent of participating directly or indirectly in the distribution of the Units, and that no other person or entity has any interest in their Units.

18.2 Non-Disclosure of Confidential Information. Each Member and Manager acknowledges and agrees that as a Member and/or Manager, it will acquire, develop and use information of a special and unique nature and value that is not generally known to the public or to others in the Company's industry, and/or that is proprietary to the Company including, without limitation, certain records, documentation, specifications, models, "know-how," strategies and development plans, customer and supplier lists, price lists, financial and other records of the Company, and other data and information of a similar nature related to the business of the Company (collectively, "Confidential Information"). Each Member and Manager further acknowledges and agrees that (a) the Company is the sole owner of all Confidential Information, and it has no right, title or interest in or to any of the Confidential Information and (b) the Confidential Information is of great value to the Company and it is reasonably necessary to protect the Confidential Information and the goodwill of the Company. Accordingly, each Member and Manager agrees not to give, show, make available, discuss or otherwise communicate to any other Person any Confidential Information. Upon dissociation, each Member and Manager shall forthwith deliver or cause to be delivered to the Company any and all Confidential Information, including notes, notebooks, keys, data, and other documents and

materials belonging to the Company which is in its possession or under its control relating to the Company or its business, regardless of the medium upon which it is stored, and any other property of the Company which is in its possession or under its control.

18.3 Ownership of Intellectual Property, Work Product.

(a) As used herein, the term "Intellectual Property" shall include, without limitation, any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, logos, service marks, copyrights, moral rights, computer software, ideas, creations, writings, lectures, illustrations, photographs, motion pictures, scientific and mathematical models, improvements to all such property, and all recorded material defining, describing or illustrating all such property, whether in hard copy or electronic form.

(b) Each Member and Manager agrees that all right, title and interest of every kind and nature, whether now known or unknown, in and to any Intellectual Property invented, created, written, developed, conceived or produced by him/her during the period in which he is a Member or Manager of the Company, (i) whether using the Company's equipment, supplies, facilities and/or Confidential Information, (ii) whether alone or jointly with others, and (iii) whether or not during normal working hours, that (A) were within the scope of the Company's actual or anticipated business operations, that related to any of the Company's actual or anticipated products or services or resulted from any work performed by him for the Company or (B) are within the scope of the Company's actual or anticipated business operations, that relate to any of the Company's actual or anticipated products or services or resulted from any work performed by him for the Company ("Work Product"), are and shall be the exclusive property of the Company. Further, any such Work Product eligible under the copyrights laws shall be deemed "works made for hire" within the meaning of the U.S. copyright law, and as such, all rights therein shall belong solely and exclusively to the Company from the time of creation. Each Member and Manager hereby makes any assignments necessary to achieve and/or to confirm this ownership position in favor of the Company in relation to all past, present and future created Work Product. Each Member and Manager shall confirm the foregoing assignments, waivers and consents from time to time as requested by the Company to achieve this ownership position in favor of the Company in relation to all past, present and future created Work Product.

(c) Each Member and Manager shall take all reasonably necessary actions to enable the Company to obtain, register, perfect and/or otherwise protect its rights in the Work Product in the United States and all foreign countries. Without limiting the generality of the foregoing, each Member and Manager shall: (i) promptly and fully disclose to the Company any and all Work Product; (ii) assign to the Company all rights to such Work Product, including all Intellectual Property Rights therein and any and all rights to royalties; and (iii) execute all documents necessary for the Company to obtain, register, perfect, or otherwise protect its rights in the Work Product. Consideration for such assignment to the Company is hereby acknowledged. In the event the Company is unable, after reasonable effort, to secure the applicable Member's or Manager's signature on any documents necessary to effectuate this provision, such Member or Manager hereby irrevocably designates and appoints the Company as

its agent and attorney-in-fact, to act for and on its behalf, and to execute any such documents and to do all other lawfully permitted acts to further the protection of such Work Product with the same legal force and effect as if executed by such Member or Manager, as applicable. Each Member and Manager shall assist the Company in connection with any demands, reissues, oppositions, litigation, controversy or other actions involving any item of Work Product. Each Member and Manager agrees to undertake the foregoing obligations both during and after the period in which it is a Member or Manager, without charge, but at the Company's expense with respect to such Person's reasonable out-of-pocket costs. Further, the Company may, in its sole discretion, deem such Work Product as a Trade Secret, in which case each Member and Manager shall comply with the Confidential Information provisions in this Agreement.

(d) For purposes of this Agreement, Trade Secrets are also subject to the protection of the Illinois Trade Secrets Act (Illinois Public Act 85-366) and patents are also subject to Employee Patent Act (Illinois Public Act 83-493).

18.4 Non-Competition.

(a) Each Member and Manager acknowledges that: (a) the Company has obtained, and will obtain, an advantage over its competitors as a result of its name, location, reputation, strategies, and methodologies, that is characterized by personal relationships and know-how which it has developed or acquired at great expense; and (b) competition by such Person following its resignation, removal, dissociation or withdrawal would impair the operation of the Company beyond that which would arise from the competition of an unrelated third party with similar skills. Accordingly, each Member and Manager hereby agrees that he shall not, for so long as he is a Member or Manager and during the Restricted Period, directly or indirectly provide in any capacity, whether as an owner, partner, trustee, beneficiary, stockholder, member, officer, director, employee, independent contractor, agent, servant, consultant, lessor, lessee, or otherwise, any of the same or similar services he provided to the Company, on behalf of any person, firm or entity whose products or services compete with (i) the products and services offered by the Company during the period he was a Member or Manager, including, without limitation, energy efficient lighting, or (ii) provided that the Member or Manager had knowledge of such planned products or services, the products or services planned, during the period he was a Member or Manager, to be offered by the Company. Notwithstanding the foregoing or anything to the contrary contained herein, no Member or Manager shall be prohibited from owning an interest in a corporation listed on a recognized stock exchange in an amount that does not exceed five percent (5%) of the outstanding stock of such corporation.

(b) As used in Sections 18.4 and 18.5, a Member's or Manager's "Restricted Period" shall mean the one year period immediately following such Member's or Manager's resignation, removal, dissociation or withdrawal, or, in the event the Company exercises its purchase right under Section 15.5 or 15.6 with respect to such Member, such longer period, not to exceed two years, ending on the latest date that the Company makes a payment of the purchase price payable to such Member under the terms of Section 15.9.

18.5 Non-Solicitation. Each Member and Manager hereby agrees that for so long as he is a Member or Manager and for Restricted Period, he shall not, directly or indirectly:

(a) Solicit or attempt to solicit the provision of services that are competitive with the Company's business, and he has knowledge of, to any Restricted Customer. For purposes of this Agreement, a "Restricted Customer" is any person, firm or entity (i) that was a customer of the Company or any Company Affiliate preceding the date of such Member's or Manager's disassociation, withdrawal, removal or resignation, and to whom such person provided services to on behalf of the Company or any Company Affiliate or (ii) that, to such Member's or Manager's knowledge, was a prospective customer of the Company or any Company Affiliate at any time during the period such Member or Manager was a Member or Manager;

(b) Undertake any effort to attempt to persuade any customer, vendor or contractor of the Company or any Company Affiliate to withdraw, cancel or in any way alter their business relationship with the Company or such Company Affiliate; or

(c) Undertake any effort to hire any person who was employed or engaged by the Company or any Company Affiliate any time in the period beginning six (6) months prior to the date of such Member's or Manager's withdrawal, disassociation, removal or resignation or to influence any such person to resign or in any way alter their business relationship with the Company or such Company Affiliate.

18.6 Remedies. The parties hereby acknowledge and agree: (i) that the services to be rendered by each Member and Manager to the Company are of a special and unique nature and that it would be very difficult or impossible to measure the damages resulting from a breach of the restrictive covenants found in Sections 18.2 – 18.5 of this Agreement; and (ii) the restrictions herein are reasonable and necessary for the protection of the goodwill and the business of the Company and that a violation by a Member or Manager of any such covenant made by such Member or Manager will cause irreparable damage to the Company. The parties therefore agree that any breach or threatened breach by it of any of its covenants set forth in Sections 18.2 – 18.5 shall entitle the Company, in addition to any other remedy available to it to apply to a court for a temporary and permanent injunction or any other applicable decree of specific performance (without being required to post bond or other security in connection therewith), in order to enjoin such breach or threatened breach. The parties understand and intend that each covenant, provision and restriction agreed to in Sections 18.2 – 18.5 shall be construed as separate and divisible from every other provision and restriction and that the unenforceability of any other provision or restriction, and that one or more of all such provisions may be enforced, in whole or in part, as the circumstances warrant.

18.7 Acknowledgement of Consideration for Restrictive Covenants. Each Member and Manager hereby acknowledges that his or its acceptance of the restrictions set forth in Sections 18.2 – 18.5 forms an essential component of each party's willingness to enter into the relationships documented by this Agreement.

ARTICLE 19

NOTICES

All notices and demands required or permitted under this Agreement shall be in writing and may be sent by (i) United States mail, postage prepaid, (ii) nationally recognized overnight courier, postage prepaid, or (iii) email to the Members at their addresses as shown from time to time on Exhibit A hereto and to the Company at 5707 W. Howard St., Niles, IL 60714. Any such notice shall be deemed given (i) two business days after the date of mailing, if sent via U.S. mail, and (ii) one business day after the date of mailing or transmission if sent via overnight courier or email. Any Member may specify a different address by notifying the Company in writing of such different address. The Company may specify a different postal address by notifying each of the Members in writing.

ARTICLE 20

AMENDMENT OF AGREEMENT;

MEETINGS OF AND ACTIONS BY VOTING

MEMBERS

20.1 Amendment of Agreement. This Agreement may be amended with the written consent of (i) the Member or Members holding sixty percent (60%) of the outstanding Units entitled to vote, and (ii) the Manager.

20.2 Amendment of Certificate. In the event this Agreement shall be amended pursuant to this Article 20, the Manager shall amend the Certificate to reflect such change if it deems such amendment of the Certificate to be necessary and deliver a copy of any amended Certificate to the Members.

20.3 Meetings of Members.

(a) Upon the written request of the Member or Members holding more than twenty-five percent (25%) of the then outstanding Units entitled to vote, the Manager shall call a meeting of the Members for any of the matters for which the Members may vote as set forth in this Agreement.

(b) Notice of a meeting of the Members shall be given within five (5) days after the Manager's receipt of such request, and the meeting shall be not less than five (5) nor more than thirty (30) days after the date of notice. A notice of a meeting shall state the time, place and purpose of the meeting. The meeting shall be held by telephone conference or at the Company's principal place of business.

(c) Each Member entitled to notice waives notice if such Member participates in and/or is present at the meeting in person or by proxy (other than for the express purpose of objecting to the transaction of any business at the meeting because it is not lawfully called or convened) or before or after the meeting signs a waiver of the notice which is filed with the records of Members' meetings. The Members may vote either in person or by written proxy

signed by the Member or by its duly authorized attorney in fact. Unless otherwise provided in the proxy, a proxy shall not be valid for more than eleven (11) months from the date of its execution. A signed original of a proxy must be deposited with the Company in advance of any action taken by proxy.

(d) The Members may participate in and act at any meeting through the use of a conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the Person or Persons so participating.

(e) Any action required by this Agreement or the Act to be taken at any meeting of Members, or any other action which may be taken at a meeting of Members, may be taken without a meeting and without a vote, if a consent in writing (which may be in counterparts), setting forth the action taken, is signed by the holders of Units having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting. Except as may be otherwise provided in this Agreement or the Act, the minimum number of votes necessary in any instance shall be the vote of the Member or Members holding a majority of the outstanding Units entitled to vote.

ARTICLE 21 **MISCELLANEOUS**

21.1 No Partition. The Members acknowledge that Company Property is not and will not be suitable for partition. Accordingly, each Member hereby irrevocably waives any and all rights that it may have to maintain any action for partition of any Company Property.

21.2 Use of Company Assets Solely for Company. The credit and assets of the Company shall be used solely for the benefit of the Company and shall not be transferred or encumbered or otherwise used for or in payment of any individual obligation of a Member or Manager.

21.3 Members and Manager Not Agents of Members. This Agreement does not, and shall not be construed to, constitute any Member or Manager as the agent of a Member.

21.4 Entire Agreement. This Agreement, together with the recitals and exhibits, constitutes the entire agreement among the parties relating to the subject matter of this Agreement. It supersedes any prior agreement or understandings among them, and it may not be modified or amended in any manner other than as set forth herein.

21.5 Governing Law; Venue. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Delaware. Any suit involving any dispute or matter arising under this Agreement may only be brought in the applicable state or Federal court located in Cook County, Illinois. The parties

hereby submit to the personal jurisdiction of such courts and waive any objection such party may now or hereafter have to such venue.

21.6 Waiver of Jury Trial. The parties agree that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues. Therefore, each party hereby expressly waives any right to a trial by jury with respect to any litigations directly or indirectly arising out of or relating to this Agreement. Each party understands and has considered the implications of this waiver. Each party makes this waiver voluntarily.

21.7 Successors. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, heirs, administrators, executors, successors and assigns. Any attempted assignment or other transfer of any rights or interests under this Agreement which is not permitted by this Agreement shall be null and void and of no force and effect.

21.8 Severability. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision (as written or as modified by a court to the minimum extent necessary to make it enforceable to the maximum extent permitted by applicable law) to Persons or circumstances other than those to which it is held invalid shall not be affected thereby.

21.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature pages, and this Agreement may be executed by the affixing of the signatures of each of the Members to one of such counterpart signature pages; all of such counterpart signature pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page. Facsimile and pdf copies of this Agreement shall be considered originals shall be binding on the parties.

21.10 Time of Essence. Time is of the essence of this Agreement and each of its provisions.

21.11 No Third Party Beneficiary. This Agreement is made by and solely for the benefit of the Members and the Manager and their successors and permitted assigns. No other Person shall have any right, interest or claim under this Agreement or shall be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

21.12 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of any of this Agreement, the substantially prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

21.13 Acknowledgement. The law firm of Fox, Swibel, Levin & Carroll, LLP represented the Manager, on behalf of the Company, in the drafting of this Agreement.

Each Member acknowledges that it has had the opportunity of engaging, or has engaged, independent counsel in connection with the negotiation and execution of this Agreement.

[Signature Pages to Follow]

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

MEMBERS:

Scott Bernstein

Todd Golin

Robert Biddle

[Execution Page of Manager to Follow]

**AGREEMENT TO SERVE AS MANAGER
OF
KWH SAVINGS, LLC**

The undersigned hereby agrees to serve as Manager of KWH Savings, LLC (the "Company") on the terms and provisions of the Limited Liability Company Agreement of the Company set forth above.

Dated: As of July 1, 2014

SHB ENERGY, LLC

By: 

Scott Bernstein, Manager

EXHIBIT A

MEMBERS OF KWH SAVINGS, LLC
As of July 1, 2014

<u>Names and Addresses of Members</u>	<u>Capital Contributions (\$)</u>	<u>Number and Class of Units</u>	<u>Unit Percentage (%)</u>
Scott Bernstein 5707 W. Howard Street, Niles, Illinois 60714 sbernstein@nrgroup-llc.com	\$13,750	55,000 Class A Units	55%
Todd Golin 5707 W. Howard Street, Niles, Illinois 60714 tgolin@nrgroup-llc.com	6,250	25,000 Class A Units	25%
Robert Biddle [5707 W. Howard Street, Niles, Illinois 60714 bobbiddle@gmail.com	\$5,000	20,000 Class A Units	20%
<hr/>			
TOTALS:	\$25,000	100,000 Class A Units	100%

EXHIBIT B
SAMPLE INCENTIVE AWARD AGREEMENT

[This is a sample incentive award agreement. This should be customized to add any unique terms and conditions applicable to the Incentive Units granted under this Incentive Award Agreement, such as repurchase rights.]

The terms of this Incentive Award Agreement, dated as of _____, are subject to the Limited Liability Company Agreement of KWH Savings, LLC, dated as of April __, 2014, as the same may be amended or restated from time to time as provided therein (the "LLC Agreement"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the LLC Agreement.

1. Grant. The Company hereby awards the undersigned (the "Grantee") _____ Incentive Units (the "Granted Units"), which represents a ____ Unit Percentage as of the date hereof. The Granted Unit is entitled to ____ percent of certain distributions of Operating Cash Flow and Capital Proceeds and certain allocations of Profits and Losses, in each case as provided for in the LLC Agreement. Grantee acknowledges that the percentage of (i) distributions of Operating Cash Flow and Capital Proceeds and (ii) allocations of Profits and Losses represented by the Granted Unit may be diluted from time to time in accordance with the terms and conditions set forth in the LLC Agreement. In addition, Grantee acknowledges that the Granted Units have no voting rights with respect to any matter of the Company, except as required by applicable law.

2. Agreed Value of the Company. The Granted Units exclude any interest in the value of the Company as of the date hereof, which the parties acknowledge to be _____ dollars (\$__).

3. LLC Agreement. Grantee agrees that, upon the Company's acceptance of this Incentive Award Agreement, Grantee shall be admitted as a Member of the Company pursuant to the LLC Agreement. By execution hereof, Grantee agrees to be bound by all of the terms and conditions contained in the LLC Agreement, in addition to any additional terms and conditions set forth herein.

IN WITNESS WHEREOF, the undersigned has executed this Incentive Award Agreement as of the date set forth above.

GRANTEE:

COMPANY:

KWH Savings, LLC

Signed: _____

By: SHB Energy, LLC, Manager

Print Name: _____

Taxpayer I.D. No.: _____

Signed: _____

Address: _____

Scott Bernstein, Manager



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/10/2014	201419001915	REG. OF FOR. PROFIT LIM. LIAB. CO. (LFP)	125.00	0.00	0.00	0.00	0.00

Receipt

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

MARY DUBITSKY
LICENSELOGIX
150 GRAND STREET, 4TH FLOOR
WHITE PLAINS, NY 10601

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
2309551

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

KWH SAVINGS, LLC

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

Document(s)

REG. OF FOR. PROFIT LIM. LIAB. CO.

Effective Date: 07/09/2014

Document No(s):

201419001915



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
10th day of July, A.D. 2014.

Jon Husted

Ohio Secretary of State

BIO – ROBERT BIDDLE V

Robert Biddle V attended the University of Vermont, DePaul University and Loyola Chicago. Robert started his career with Chase Manhattan at the Chicago Board of Trade in 1995. After several very successful years as a trader, Robert went on to start a Broadcast Company with TRADE THE NEWS in 1997. He was a very popular voice at the CME. Robert was also a good standing member of the CME and was responsible for building a large client base of listeners a testament to the popularity of his broadcasts. Robert established a successful arbitrage group with New York NIFE exchange group and the S&P 500 pit and ran that operation for 7 years. In 2002, Robert and his wife Elizabeth Biddle started At Home Inn Chicago a successful corporate housing business in the city of Chicago. The company now consists of nearly 100 properties and they have accommodated thousands of Clients worldwide in their home town Chicago. Robert and his wife Elizabeth Biddle also invested and partnered in Klas Restaurant in 2002, the oldest restaurant in Chicago with Elizabeth's brother Frank Saballus. In 2008 Robert Biddle Co-founded Save Wave Energy an Energy Procurement company. Save Wave Energy is now servicing thousands of commercial energy users throughout the United States. In 2014 Robert successfully sold his SWE shares to a private equity group Chaifetz Group. Robert most recently co-founded kWhSavings LLC a comprehensive energy solutions company located in Niles Illinois. Robert resides in Lake Forest with his wife and 4 kids.

Todd Golin

Todd Golin graduated from the University of Arizona in 1985 with a bachelor's degree in business economics and finance, and since that time has been involved in the residential custom and semi-custom home business in the Chicago, IL area for 25 years. During that time, Todd has been involved with all stages of land development, engineering, state and municipal compliance, and all facets of residential and commercial construction from start to finish.

Previously, Todd owned and operated a union carpentry company that built and general contracted over 400 homes in the northern suburbs of Chicago. Those homes ranged in price from \$300,000 to \$3,000,000.

While operating that business, one of Todd's clients owed his firm approximately \$1,000,000 for material and labor supplied on various projects. After numerous attempts to collect on the debt, Todd was forced to file multiple mechanics liens. After approximately six months, Todd was able to collect nearly all of the money outstanding.

This experience taught Todd that a mechanic lien is a powerful tool, and that without his mechanic lien rights, he likely would have been forced to close his business. After this ordeal, he started CBNC to help protect the lien rights for contractors and suppliers throughout the United States.

While Todd operated CBNC for approximately eight years, and helped thousands of contractors and suppliers with their notice and lien filings, he realized that there was a gap in the protection that the mechanic lien provided. That gap being the guaranty that the filing of the mechanic lien would result in payment to the claimant. As a lien claimant that does not have the financial ability to file a mechanic lien foreclosure suite often times finds their lien expiring due to timing constraints.

On the heels of this issue, Todd spent approximately 18 months developing an insurance policy that protects contractors and suppliers from nonpayment. The current policy is written on a surplus lines basis, and is underwritten by Prime Insurance.

Todd has been a licensed insurance producer since 2008

For the past 3 years Todd has been working with National Retrofitting Group, a full service electrical and retrofitting firm based in Niles, IL.

Scott Bernstein BIO

Scott Bernstein is the founder and President of National Retrofitting Group. Scott graduated in 2007 class from Kelley School of Business at Indiana University. After graduating, Scott worked as an analyst at Grosvenor Capital Management, a 30 Billion dollar fund of hedge funds. There he worked in a rotational program in operational due diligence, finance and accounting. In 2010 Scott left Grosvenor for a job as director of sale for Commonwealth Energy group. Later that year, Scott left Commonwealth Energy Group to start National Retrofitting Group. What started off as a one man business operating out of his apartment has grown to be the largest retrofitting company in Illinois with over 70 full time installers providing solutions for national accounts such as Jewel, Target and Hertz.

KWH SAVINGS - 2014 PROJECTIONS

	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-14	Feb-14	TOTALS
NRG AGENTS	10	11	12	13	14	15	16	17	18	19	20	21	
KWH AGENTS		5	10	20	30	40	50	60	70	80	90	100	
AVG UNITS CLOSED	10	16	22	33	44	55	66	77	88	99	110	121	
200K KWH	2000000	3200000	4400000	6600000	8800000	11000000	13200000	15400000	17600000	19800000	22000000	24200000	
AVG COMM MILS	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	
GROSS KWH SALES	10000.00	16000.00	22000.00	33000.00	44000.00	55000.00	66000.00	77000.00	88000.00	99000.00	110000.00	121000.00	741000.00
AVG UNIT GAS SOLD	101	16	22	33	44	55	66	77	88	99	110	121	
\$ PER UNIT SOLD	500	500	500	500	500	500	500	500	500	500	500	500	
AVG GROSS SALES	5000	8000	11000	16500	22000	27500	33000	38500	44000	49500	55000	60500	
AVG COMM	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
GROSS GAS SALES	250	400	550	825	1100	1375	1650	1925	2200	2475	2750	3025	18525.00
TOTAL COMMISSION	10750.00	16400.00	22550.00	33825.00	45100.00	56375.00	67650.00	78925.00	90200.00	101475.00	112750.00	124025.00	759525.00
UER46%	4612.50	7380.00	10147.50	15221.25	20395.00	25368.75	30442.50	35516.25	40590.00	45663.75	50737.50	55811.25	341786.25

KWH SAVINGS 2015-2016 PROJECTIONS

	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	TOTALS
NRG AGENTS	26	30	35	40	45	50	55	60	70	75	80	85	
KWH AGENTS	100	100	100	100	100	100	100	100	100	100	100	100	
AVG UNITS CLOSED	125	130	145	150	125	155	160	165	170	175	180	185	
200K kWh	25000000	26000000	29000000	30000000	25000000	31000000	32000000	33000000	34000000	35000000	36000000	37000000	
AVG COMM MILS	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	
KWH GROSS KWH SA	125000.00	130000.00	145000.00	150000.00	125000.00	155000.00	160000.00	165000.00	170000.00	175000.00	180000.00	185000.00	1865000.00
AVG UNIT GAS SOLD	125	125	130	130	135	135	130	140	135	140	145	145	
\$ PER UNIT SOLD	500	500	500	500	500	500	500	500	500	500	500	500	
AVG GROSS SALES	62500	62500	65000	65000	67500	67500	65000	70000	67500	70000	72500	72500	
AVG COMM	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
KWH GROSS GAS SA	3125	3125	3250	3250	3375	3375	3250	3500	3375	3500	3625	3625	40375.00
TOTAL COMMISSION	128125.00	133125.00	148250.00	153250.00	128375.00	158375.00	163250.00	168500.00	173375.00	178500.00	183625.00	188625.00	1905375.00
KWH 46%	4612.50	7380.00	10147.50	15221.25	20295.00	25368.75	30442.50	35516.25	40590.00	45663.75	50737.50	55811.25	876472.50

KWH SAVINGS - 2014 PROJECTIONS

	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-14	Feb-14	TOTALS
NRG AGENTS	10	11	12	13	14	15	16	17	18	19	20	21	
KWH AGENTS	5	5	10	20	30	40	50	60	70	80	90	100	
KWH UNITS CLOSED	10	16	22	33	44	55	66	77	88	99	110	121	
200K KWH	2000000	3200000	4400000	6600000	8800000	11000000	13200000	15400000	17600000	19800000	22000000	24200000	
AVG CONN MILS	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	
GROSS KWH SALES	10000.00	16000.00	22000.00	33000.00	44000.00	55000.00	66000.00	77000.00	88000.00	99000.00	110000.00	121000.00	741000.00
AVG UNIT GAS SOLD	10	16	22	33	44	55	66	77	88	99	110	121	
\$ PER UNIT SOLD	500	500	500	500	500	500	500	500	500	500	500	500	
AVG GROSS SALES	5000	8000	11000	16500	22000	27500	33000	38500	44000	49500	55000	60500	
AVG CONN	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
GROSS GAS SALES	250	400	550	825	1100	1375	1650	1925	2200	2475	2750	3025	18525.00
TOTAL COMMISSION	10250.00	16400.00	22550.00	33825.00	45100.00	56375.00	67650.00	78925.00	90200.00	101475.00	112750.00	124025.00	759525.00
UBR46%	4612.50	7380.00	10147.50	15121.25	20295.00	25368.75	30442.50	35516.25	40590.00	45663.75	50737.50	55811.25	341786.25

KWH SAVINGS 2015-2016 PROJECTIONS

	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	TOTALS
NRG AGENTS	26	30	35	40	45	50	55	60	70	75	80	85	
KWH AGENTS	100	100	100	100	100	100	100	100	100	100	100	100	
AVG UNITS CLOSE	125	130	145	150	125	155	160	165	170	175	180	185	
200K KWH	25000000	26000000	29000000	30000000	25000000	31000000	32000000	33000000	34000000	35000000	36000000	37000000	
AVG COMM MILS	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	
KWH GROSS KWH	125000.00	130000.00	145000.00	150000.00	125000.00	155000.00	160000.00	165000.00	170000.00	175000.00	180000.00	185000.00	1865000.00
AVG UNIT GAS SOL	125	125	130	130	135	135	130	140	135	140	145	145	
\$ PER UNIT SOLD	500	500	500	500	500	500	500	500	500	500	500	500	
AVG GROSS SALES	62500	62500	65000	65000	67500	67500	65000	70000	67500	70000	72500	72500	
AVG COMM	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	
KWH GROSS GAS \$	3125	3125	3250	3250	3375	3375	3250	3500	3375	3500	3625	3625	40375.00
TOTAL COMMISSIC	128125.00	133125.00	148250.00	153250.00	128375.00	158375.00	163250.00	168500.00	173375.00	178500.00	183625.00	188625.00	1905375.00
KWH 46%	4612.50	7380.00	10147.50	15221.25	20296.00	25368.75	30442.50	35516.25	40590.00	45663.75	50737.50	55811.25	876472.50