

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Mark A. Whitt,	)	
	)	
Complainant,	)	
	)	
v.	)	
	)	Case No. 15-697-EL-CSS
Nationwide Energy Partners, LLC,	)	
	)	
Respondent.	)	
	)	
	)	

**COMPLAINANT’S MEMORANDUM CONTRA  
MOTION TO BIFURCATE AND  
MOTION FOR LIMITING INSTRUCTION AND STAY**

Nationwide Energy Partners (NEP) insists that Complainant is neither a “customer” of NEP nor a “consumer” of utility services, and therefore has no standing to bring the Complaint. If NEP really believed this, it would file a motion to dismiss on those grounds. It has not. NEP also claims the Commission has no subject matter jurisdiction in this proceeding, but it has not sought dismissal on those grounds, either. NEP has instead resorted to half-measures, filing a motion to “bifurcate” the proceeding into two phases, the first to address standing, the second everything else. NEP also requests a “limiting instruction” and stay to shield it from discovery until the first phase is resolved.

The motion should be denied. And in denying the motion, the Commission should make additional, express findings that: (a) Complainant has standing, (b) the Commission has subject matter jurisdiction, and (c) reasonable grounds for Complaint have been established. There is no reason to let these issues linger.

NEP argues that bifurcation is necessary because Complainant’s standing is in doubt. The standing issues should be resolved before any other, it claims. But there is no doubt that

Complainant has standing, and the question is not even close. NEP tries to frame the standing issue as a question of whether Complainant is a “customer” or “consumer,” but those labels are irrelevant. R.C. 4905.26 authorizes complaints by “any person” against “any public utility.” Complainant is a “person” and alleges that NEP is a “public utility.” NEP is free to deny on the merits that it is a utility, but denying a claim on the merits does not defeat standing to bring a claim, or divest the Commission of subject matter jurisdiction to decide the claim. If NEP’s theory were correct, *no one* would have standing to bring a complaint against an entity that unlawfully circumvents Commission regulation – not even the Commission itself.

The reason offered for a “limiting instruction” or “stay” of discovery is also meritless. This relief is predicated on bifurcating the proceeding, which as just explained, is unnecessary. What NEP characterizes as a “limiting instruction” is, in any event, an alternative label for a protective order, and none of the requirements for a protective order (procedural or substantive) have been observed.

In its effort to show a lack of standing or jurisdiction, NEP makes several claims that grossly mischaracterize the true nature of its business. It claims that the North Bank Condominium Owners Association (NBCO) is the only entity permitted to contract with utility service providers, and that NEP merely does “billing and collection” on NBCO’s behalf. Indeed, according to NEP, there is *no contractual relationship whatsoever* between NEP and Complainant. (Mem. Supp., Ex. 1, ¶10.) Swearing that this is true does not make it true; indeed, the actual contracts belie NEP’s claim. NEP does *not* have a contract with NBCO. NEP’s contract is with the developer of North Bank, whom NEP paid to let it arrange for what NEP itself characterizes as “utility” services, to end-users NEP calls its “customers.” (See Exhibits A, B, C.) NEP sends disconnection notices to customers, *sues them in its own name* when they

don't pay, and has even *evicted people from their homes* for nonpayment of utility bills. (See Exhibits D, E.) For NEP to claim there is no relationship between itself and Complainant (and others similarly situated) is not only fanciful; it insults the fact-finder's intelligence. The order on NEP's motion should affirmatively find that reasonable grounds for complaint have been stated.

### **ARGUMENT**

#### **A. The Commission has subject matter jurisdiction.**

NEP questions the Commission's subject matter jurisdiction, claiming, "the Commission does not now regulate submetering companies and absent a statute . . . has no authority to do so." (Mem. Supp. at 15; *see also* NEP Answer ¶ 50 (asserting lack of subject matter jurisdiction as affirmative defense.) Given that a judgment or decision rendered in the absence of subject matter jurisdiction is void, judicial economy dictates that the Commission address this issue now. *Bank of America v. Kuchta*, 141 Ohio St.3d, 2014-Ohio-4275, ¶19 ("[A] court's lack of subject-matter jurisdiction renders that court's judgment void ab initio.")

NEP's "argument" is premised on a belief that NEP gets to decide for itself whether it should be regulated as a public utility. It does not. Where a complaint is filed under R.C. 4905.26 alleging that the respondent is engaged in the business of a public utility, the Commission has subject matter jurisdiction to decide the question. *See, e.g., Atwood Resources, Inc. v. Public Util. Comm'n*, 43 Ohio St.3d 96, 538 N.E.2d 1049, syllabus ¶ 2 (1989) ("Whether a natural gas producer's activities constitute those of a public utility, whether it has complied with the applicable laws, and whether it should be subject to regulation, are questions that the Public Utilities Commission has authority to determine . . . . under R.C. 4905.04, 4905.05 and 4905.06."). Complainant could cite many other examples where the Commission has taken up

the issue of whether an entity is subject to its jurisdiction, but the point is so self-evident that it is unnecessary to do so.

This is all that needs said about subject matter jurisdiction. The Commission has it.

**B. Complainant has standing.**

NEP insists that Complainant lacks standing to bring this action because he is not a customer or consumer of utility services. (Mem. Supp. at 9.) According to NEP, NBCO is actually its customer -- not the North Bank residents hooked up to NEP-owned meters, billed by NEP every month, and referred to by NEP as “customers.” While the suspension of disbelief is one problem with NEP’s standing argument, it is not the only one. A more fundamental problem is NEP’s failure to cite any authority for the proposition that standing to bring a complaint under R.C. 4905.26 is limited to “customers” or “consumers” – under NEP’s definition or any other.

Standing is a question of whether the person bringing a claim is the right person; he or she must have a “sufficient, personal stake” in the outcome of the proceeding. *See* Motion at 1 fn.1, citing *In Re: Estate of Boone*, 190 Ohio App.3d 799, 944 N.E.2d 307 (2010). Complainant has a personal stake in this proceeding. He owns the condominium where utility services are provided, uses the services, gets billed for the services, pays for the services, and was threatened with disconnection when one of his payments was late. (*See* Exhibit D.) Where, as here, a party asserts “a *personal* stake in the outcome of the action,” the standing requirement is satisfied. *Bank of America*, 2014-Ohio-4275 at ¶23 (emphasis in original.).

Moreover, R.C. 4905.26 authorizes complaints by “any person” against any “public utility.” The statute does not limit complaints to “consumers” or “customers.” Nor is the term “public utility” qualified in a way that limits its application to entities voluntarily subjecting themselves to Commission regulation. *Atwood Resources*, 43 Ohio St.3d 96, syllabus ¶2. NEP is

free to argue that it is not engaged in the business of a public utility. But arguments that NEP is not a public utility go to the merits of the Complaint, not Complainants standing to bring the Complaint.

**C. There is no basis for a “limiting instruction” or stay.**

NEP’s motion includes a request for “a limiting instruction and stay the time to answer all discovery requests not associated with the Phase One issue of standing until there is a ruling on Phase one.” (Motion at 6.) This is necessary, it says, because parties are trying to “hijack” and “abuse” the discovery process for “political purposes.” (*Id.*) The term “limiting instruction” is code for “protective order,” as that is actually what NEP is seeking: an order relieving it of any discovery obligations. NEP is not entitled to a protective order because it has not followed the procedure for obtaining one. Even if it had, a party is not entitled to a protective order on grounds that the litigation process itself is inconvenient, which is really all NEP’s argument amounts to.

Rule 4901-1-24 spells out the requirements for seeking a protective order. Subpart (B) is very clear: “No motion for a protective order shall be filed under paragraph (A) of this rule until the person or party seeking the order has exhausted all other reasonable means of resolving any differences with the party seeking discovery.” Efforts to resolve the dispute are to be documented in an affidavit of counsel and included with the motion. NEP has done none of this. It has ignored rules intended to “minimize commission intervention in the discovery process” (Rule 4901-1-16(A)) and jumped the gun with a motion that serves only to maximize the Commission’s involvement.

Rule 4901-1-24(B) exists for good reason. When counsel has an issue with an opponent’s discovery requests or responses, the rule requires counsel to bring its concerns to opposing

counsel's attention. The subsequent back-and-forth between counsel and resultant "horse trading" usually narrows and minimizes disputes. By the time a discovery dispute reaches the Commission, the parties' positions should be clear (and documented), and specific requests and responses identified.

None of this has happened here. And because it has not happened, there are no specific discovery issues for the Commission to address. Instead, the Commission is being asked to shut down discovery altogether based on factors that have already been addressed, or are not yet ripe to address. NEP protests that some of the motions to intervene allegedly seek to "expand" or "transform" the case, but it has already made that point in opposing intervention. Likewise, NEP cites Complainant's discovery requests as evidence of "Mr. Whitt's desire to expand his Complaint into an investigation of NEP and sub-metering companies in general," but what is the point? (Mem. Supp. at 11.) The Commission can decide the proper scope of discovery in response to a motion to compel, if and when one is filed. No motions to compel have been filed, and no protective orders sought for relief from any specific discovery requests.

What NEP is really complaining about is the litigation process itself. It acknowledges that a process exists for resolving discovery disputes but complains that availing itself of that process would be too "time-consuming and expensive." (*Id.* at 15). It is difficult to envision a scenario where it would be *less* time consuming and expensive to have two proceedings instead of one, with separate discovery for each. NEP's premature, improper and defective request for a protective order should be denied.

**D. Reasonable grounds for complaint exist.**

Although styled as a procedural motion, NEP's motion reads much like a dispositive motion. Complainant trusts that the Commission will not follow NEP's impromptu, pseudo-

summary-judgment attempt to decide contested facts by motion. The resolution of factual disputes is a matter for hearing, not motion practice. NEP has not expressly asked the Commission to dismiss the Complaint, but it has made certain representations that, left unaddressed, could cause the Commission to consider dismissal. Specifically, NEP disclaims *any* relationship with Complainant, and denies supplying *any* utility services to any part of North Bank. Again, Complainant is addressing these assertions not because motion practice is the appropriate forum to decide them, but to make sure the Commission understands that (a) NEP's representations are false and (b) there is another side of the story to NEP's narrative.

**1. NEP's characterization of service to North Bank is false.**

The lynchpin of NEP's defense in this case is that utility services are not really provided to condominium owners at North Bank; the services are provided to the owners' association, NBCO. It cites three "facts" for this conclusion. First, it claims, "under the condominium declaration and bylaws *only* [NBCO] can contract for utility services." (Motion at 2, emphasis added.) Second, it claims that "NEP is under contract with [NBCO] to provide certain services, including billing and collection of utility services, to North Bank." (Mem. Supp., Ex. 1, ¶ 4.) And third, it claims that all utility services to North Bank "are in the name of [NBCO]." (Motion at 2.)

Unfortunately for NEP, these "facts" simply are not true.

**a. The condominium bylaws do not permit NBCO to contract for utility service on behalf of individual unit owners.**

By claiming that "only" NBCO may enter contracts for utility services, NEP misleadingly suggests that Complainant is actually prohibited from having a contract with NEP. The bylaws do not say this. Article X, page 16 says that "each *Unit Owner* by acceptance of a deed to a Unit *agrees to pay the local utility company or a private third-party provider*, as

applicable, for utility services separately metered or separately submetered to that Unit . . . .”

The bylaws plainly envision a direct relationship between unit owners and service providers.

The bylaws authorize NBCO to contract for utility services, but only for common areas of the building. Utility services not provided to a specific unit “shall be common expenses and paid by the Association.” The next sentence in Article X authorizes the association to “enter into one or more service agreements with a private utility provider . . . .” This sentence clearly pertains to contracts for service to common areas. Article X does *not* say what NEP wants the Commission to believe: that “only” NBCO may contract for utility services *to individual units*.

The bylaws quite clearly make unit owners responsible for service provided to their condominium, and NBCO responsible for service to common areas. For NEP to suggest otherwise is misleading and inappropriate.

**b. NBCO is not “under contract” with NEP.**

NEP also says it is “under contract” with NBCO to provide “billing and collection of utility services.” (Mem. Supp., Ex. 1, ¶4.) The implication here is that whatever services NEP is providing are being provided to the owners’ association, not Complainant. This is also wrong. The contract to which NEP refers is *not* with NBCO and it is *not* limited to “billing and collection” services.

Exhibit A, titled “Commodity Coordination Service Agreement,” is between NEP and NWD 300 Spring LLC, the entity that developed North Bank. The services NEP provides include operating and maintaining metering equipment to measure usage at individual residences, “advising Customer [meaning the developer, *not* NBCO] regarding the supply and delivery of Commodity to the Community,” “invoicing Unit owners (‘Owners’) for Commodity usage,” and “collection from Owners of amounts due for Commodity usage.” (Exhibit A, Sec. 1.1.1.) The agreement specifically appoints NEP as the developer’s “Aggregator” of electric commodity (Sec. 1.3.2.1.) and expressly prohibits the developer from purchasing commodity service without NEP’s consent. (Sec. 1.3.2.) The agreement also specifies rates for individual condominium units (Sec. 1.4.3), direct billing to unit owners (Sec. 1.4.5.), and unit owner



responsibility for electric charges (Sec. 4.4.). All of this sounds remarkably similar to the kind of services provided by public utilities and competitive retail suppliers.

NEP will undoubtedly argue that the Commodity Coordination Service Agreement does not really mean what it says, or that whatever NEP is actually doing is different than what the contract says it should be doing. So be it. That's what evidentiary hearings are for. The only point for now is that, to the extent any contractual arrangements lead the Commission to question whether there are reasonable grounds for complaint, the Commission should consider the contract that actually exists.

**c. The utility bills do not list NBCO as the customer.**

In an effort to buttress its claim that service to North Bank is provided to NBCO and not individuals, NEP claims that "the contracts for utility services are in the name of [NBCO]." (Motion at 2.) The veracity of this statement is by no means apparent from the bills provided. The first page of Exhibit 1, Attachment A is labeled "American Electric Power / Summary of Consolidated Billing." The top left corner indicates that "Nationwide Energy Partners" is the subject of the report. The only other entity mentioned in the report is "Nationwide Realty Investors, LTD," toward the bottom. NBCO is not listed *anywhere* in this document.

Attachment B at least lists "Northbank Condo" in the customer line, but it is not clear whether this describes the purported customer or just the service location – or perhaps neither. The service address is listed as "237 Neil Ave. Unit A," but this is not Complainant's address -- the North Bank building is located at 300 W. Spring Street. The bills are apparently issued to a different address – 230 West St. Suite 150 – which happens to be NEP's address.

The utility bills plainly do not establish the facts for which they are offered – that NBCO has contracts with utility service providers for service *to individual units*. Perhaps these bills are for *common area* service, but not even that much is clear.

**2. NEP's business practices are consistent with those of a public utility.**

NEP insists it is not a public utility or competitive supplier, and its motion hints at righteous indignation toward anyone who would suggest otherwise. But as just shown above, the claims it makes to distance itself as a service provider to North Bank residents simply are not true. If these mischaracterizations are not sufficient to pique the Commission's interest about what is *really* going on at North Bank (and similarly-situated communities), the Commission should consider additional information about NEP's business. The discussion below is merely a sample, but more than sufficient to establish reasonable grounds for complaint.

**a. New residents fill out an NEP "new customer form."**

Directly contravening its litigation position, NEP in countless statements has referred to Complainant and those in the same position as "customers." Upon taking possession of his condominium, Complainant was presented with a form bearing the NEP name and logo, and titled "New Customer Form." (Exhibit B.) The back of the form lists "general terms and conditions." The very first term addresses payment options NEP offers "our customers" to pay "their bills." Automated payment options are available to those who complete a "Customer Authorization" form. "Customers" are invited to call the "NEP Customer Care team" with billing questions. "Customer's monthly statement is due and payable on presentation," and once past due, "customer may be subject to late fees" and "electric service may be subject to disconnection." The bottom of the form advises: "This information is subject to change, without notice to Customer, at the discretion of Nationwide Energy Partners."

**b. NEP direct bills end users.**

Also contrary to its litigation position, NEP directly serves condominium owners, not associations. Attached to the Complaint are the front of several utility bills. Each shows a "service address" of 300 W. Spring St. #507. There is a reference to "your next meter reading," and text in the "message center" section expressing thanks for "your patronage." Exhibit C is an example of text appearing on the back of NEP's bills. Like the New Customer Form, an

invitation is extended for “you” to set up automatic payment so “you” don’t have to worry about late charges for “your” payment (which is due, NEP says, regardless of when “you” receive a bill, or whether “you” receive a bill at all). The “Billing Period” explanation warns that a late payment fee may be charged to “your account.” Several places in the “NEP Payment Methods” column refer to “your utility account,” and a means for contacting “Customer Service” are also provided.

**c. NEP sends disconnection notices to customers.**

NEP also issues disconnection notices directly to end users. Exhibit D is a disconnection notice issued to Complainant. It advises that “your account” is past due and “your electric utility service will be disconnected due to nonpayment.” Bold, capital letters announce what is required to “AVOID DISCONNECTION OF YOUR ELECTRIC SERVICE.” A bullet point list follows that explains what happens if “I don’t pay my past due amount and my electric service gets disconnected.” The “Customer Support Team” is again listed as a point of contact for questions.

**d. NEP sues customers (not associations).**

NEP’s insistence that Complainant and others similarly situated are not its “customers” is also at odds with representations made in lawsuits filed against delinquent customers. NEP has sued individuals not only to recover money owed for delinquent bills; it has evicted people from their apartments for not paying their utility bills. (*See* Exhibit E.) It is hard to say how many collection and eviction actions NEP has pursued. The Franklin County Municipal Court website only returns up to 250 results per search, but the number of cases filed by NEP exceeds that amount. For all the hay it makes about “standing,” it would be interesting to hear NEP’s explanation of how it has standing to sue people who are not its customers.

**CONCLUSION**

This proceeding puts squarely at issue whether NEP is engaged in the business of a public utility. The “quality and price” of service to Complainant is only nominally at issue. Whether service is being provided to Complainant reasonably and lawfully depends on whether NEP is a public utility. And in order to determine whether NEP is a public utility, the Commission must examine not only how service is rendered to Complainant, but the character and scope of NEP’s business generally. *Industrial Gas Co. v. Public Util. Comm’n*, 135 Ohio St. 408, syllabus ¶ 1 (“Whether a corporation is operating as a public utility is determined by the character of the business in which it is engaged.”). One can easily understand why NEP does not want the Commission to go there, but NEP is not entitled to special treatment. “If one embarks in a business which public interest demands shall be regulated, he must know regulation will ensue.” *Atwood Resources*, 43 Ohio St.3d at 102, quoting *Nebbia v. New York*, 291 U.S. 502, 533-36 (1934).

NEP’s motion should be denied. Additionally, the Commission should affirmatively find that it has subject matter jurisdiction, that Complainant has standing, and that the Complaint states reasonable grounds. Whether Complainant or NEP has the better end of the argument is a matter for the Commission to decide after hearing – but NEP has stated no grounds for avoiding that decision.

Dated: July 13, 2015

Respectfully submitted,

*s/ Mark A. Whitt*

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(Complainant is willing to accept  
service by email)

### **CERTIFICATE OF SERVICE**

I hereby certify that a courtesy copy of Complainant's Memorandum Contra Motion to Birfurcate and for Limiting Instruction and Stay was served by electronic mail this 13<sup>th</sup> day of July 2015 to the following:

Howard Petricoff  
([mhpetricoff@vorys.com](mailto:mhpetricoff@vorys.com))

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/s/ Mark A. Whitt  
Mark A. Whitt

## Mark A. Whitt

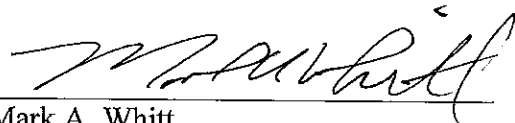
v.

Respondent.

Case No. 15-697-EL-CSS

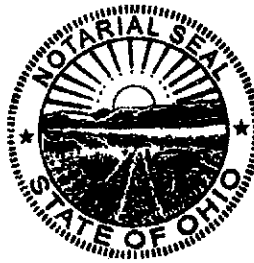
1. I am the Complainant in the above-captioned case. I am over the age of 18 and have personal knowledge of the facts in this Affidavit.
2. The attached Exhibit A is a copy of a Commodity Coordination Service Agreement provided to me by the North Bank Condominium Owners Association.
3. The attached Exhibit B is a blank "New Customer Form." This is the same form I was asked to complete at the closing for the purchase of my condominium. I completed the form on the day of closing.
4. The attached Exhibit C is a copy of the reverse side of bills sent to me by NEP. All of the bills NEP has sent to me since November 2014 include these terms on the back.
5. The attached Exhibit D is a copy of a disconnection notice sent to me by NEP.

6. The attached Exhibit E shows the results of a query of the Franklin County Municipal Court CASE Network Record search engine. ([www.fcmcclerk.comp](http://www.fcmcclerk.comp)) The Municipal Court uses a case designation system to identify cases by type. The CVG identifier in the case number (left column) is used to designate eviction matters. The CVF identifier is used to designate matters based on "contracts/notes/accounts."

  
Mark A. Whitt

Sworn to and subscribed in my presence this 13<sup>th</sup> day of July, 2015.

  
Notary Public



Rebekah Glover  
Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Sec. 147.03 R.C.

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

  
Notary Public Signature



# **COMMODITY COORDINATION SERVICE AGREEMENT FOR SECONDARY SERVICE COVER SHEET**

THIS AGREEMENT, which includes this Cover Sheet, the attached Commercial Terms and General Terms and Conditions, as well as all exhibits, schedules and properly executed written supplements hereto (collectively the "Agreement"), is made and entered into as of the Effective Date set forth below by and between NATIONWIDE ENERGY PARTNERS, LTD, an Ohio limited liability company ("Provider"), and NWD 300 Spring, LLC ("Customer").


<b>Customer:</b>	NWD 300 Spring, LLC
<b>Entity Type:</b>	Limited Liability Company
<b>Federal Tax ID:</b>	31-1580283
<b>State of Organization:</b>	Ohio
<b>Notices to Customer:</b>	<b>NWD 300 Spring, LLC</b> 375 N. Front Street, Suite 200 Columbus, Ohio 43215 Attention: Gary Nuss Phone: 614.857.2334 Fax: 614.857.2346 e-mail: nussg@nationwide.com
<b>Community Name (the "Community"):</b>	<b>"The Condominiums at North Bank Park"</b> The Community will consist of approximately 109 residential units. The Community includes certain "common elements" (as defined in Ohio Revised Code Chapter 5311), including all residential units within the Community (each a "Unit" and collectively the "Units").
<b>Property Description (the "Property"):</b>	As described on Exhibit A.
<b>Included Commodities:</b>	The term "Commodity," as used herein, includes (check as applicable): <input checked="" type="checkbox"/> Electric <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Natural Gas
<b>Agreement Effective Date:</b>	June 12, 2007
<b>Service Commencement Date:</b>	The fifth (5 <sup>th</sup> ) day immediately preceding the date upon which Customer anticipates receiving a certificate of occupancy for the first Unit. Customer shall notify Provider in writing prior to the anticipated Service Commencement Date.
<b>Length of Initial Term:</b>	2 Years from the end of the month in which all Units are sold.
<b>Common Element Charge:</b>	<input type="checkbox"/> Billed to Unit Owners <input checked="" type="checkbox"/> Billed to Customer

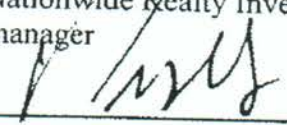
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

**NATIONWIDE ENERGY PARTNERS, LTD,**  
an Ohio limited liability company

**NWD 300 SPRING, LLC, an Ohio limited liability company**

By: NWD Investments, LLC, its manager  
By: Nationwide Realty Investors, Ltd., its manager

By:   
Its: 8.32  
Date: 8.32 **Brian Miller**  
President

By:   
Its: June 12, 2007  
Date: June 12, 2007 **BRIAN J. ELLIS**  
PRESIDENT & CHIEF OPERATING OFFICER



## COMMERCIAL TERMS

### SECTION 1: SERVICES.

#### 1.1. General.

**1.1.1. Provision of Services.** Provider will, on Customer's behalf with respect to the Community, provide certain services (the "Services") with respect to each Commodity indicated on the Cover Sheet, generally described as follows: (i) operation and maintenance of the Meter Equipment (as defined below); (ii) advising Customer regarding the supply and delivery of Commodity to the Community; (iii) provision of certain metering services relative to Commodity usage; (iv) invoicing Unit owners ("Owners") for Commodity usage; and (v) collection from Owners of amounts due for Commodity usage.

**1.1.2. Metering Systems.** Provider or its affiliate has installed or will install at the Property pursuant to a separate agreement (i) an electric meter and water meter attached to each Unit together with such equipment as is necessary to read, measure and report the consumption of electricity and water at each Unit and (ii) such equipment as is necessary to report the consumption of natural gas at certain Units (collectively, the "Meter Equipment").

#### 1.2. Operation and Maintenance.

**1.2.1.** Provider shall operate and maintain the Meter Equipment at all times in good working order, in accordance with good industry practice. Provider shall make all necessary repairs and replacements to each meter. Upon request by Customer or observation by Provider, Provider shall respond to any malfunction of the Meter Equipment and return such Meter Equipment to normal operation as soon as practical. Except as set forth in Section 1.2.2 below, all maintenance, repairs, and replacements to the Meter Equipment shall be provided at Provider's sole cost and expense.

**1.2.2. Customer Responsibility** Customer shall be solely responsible for, and Provider shall not be responsible for, damage to Meter Equipment caused by Force Majeure, accidents, or tampering (other than accidents or tampering caused by Provider, its agents or employees).

**1.2.3. Provider Responsiveness.** If a malfunction or an event described in Section 1.2.2 results in the cessation of Commodity service at the Community, Provider shall respond by telephone or otherwise to Customer within a time frame equivalent to the then standard practices of the applicable Utility (defined below), and shall promptly complete repairs in a time frame not longer than the equivalent time frame to the then standard practices of such Utility. The cost of such repairs shall be apportioned between the parties as described in Sections 1.2.1 and 1.2.2, and, for any repair covered by Customer's insurance, Provider shall cooperate with Customer relative to filing any insurance claims. Provider shall provide Customer from time to time with a current list of telephone numbers for personnel of Provider who may be contacted in the event of a malfunction of the Meter Equipment.

#### 1.3. Commodity Supply Management.

**1.3.1. Local Default Utility Provider.** Unless Customer receives Commodity in accordance with Section 1.3.2, the Commodity requirements for the Community shall be supplied by the applicable Utility in accordance with such Utility's applicable standard utility tariffs and applicable law. As used herein, the term "Utility" means the entity authorized by the Public Utilities Commission of Ohio to provide tariff Commodity service for customers in the geographical area in which the Community is located, including, without limitation, any "default provider" or "provider of last resort."

**1.3.2. Alternative Commodity Source.** Provider shall monitor the availability of alternative sources for the Community ("Alternative Commodity Source") and periodically advise Customer regarding potential arrangements with an Alternative Commodity Source, which arrangements may include a fee paid by Customer to Provider for assisting Customer in procuring Commodity from such Alternative Commodity Source. If Customer, after consultation with Provider with respect to Provider's fee and the details of the proposed arrangement, elects to purchase Commodity from an Alternative Commodity Source, Customer shall enter in its own name whatever contractual arrangements are required to purchase Commodity from such Alternate Commodity Source and shall assist in making the necessary arrangements with the applicable Utility



to effectuate the switch to the Alternative Commodity Source. Customer shall not purchase Commodity from an Alternate Commodity Source without the prior consent of Provider, which consent Provider agrees to give as long as the cost for the Commodity from the Alternative Commodity Source is equal to or less than the cost from the then current source of the Commodity.

**1.3.2.1. Appointment as Aggregator.** Customer hereby appoints Provider as its aggregator of Commodity service ("Aggregator"), whereby Provider may combine the Commodity usage of the Community with the Commodity usage of other customers of Provider for the purpose of purchasing such Commodity from Alternative Commodity Sources on an aggregated basis. Any agreement with an Alternative Commodity Source arranged by provider in its role as an Aggregator shall be subject to, and executed by Customer in accordance with the terms of Section 1.3.2.

**1.3.3. Delivery of Commodity.** Customer shall take delivery of Commodity from the applicable Utility or Alternative Commodity Source at the outlet of the applicable master Commodity meter ("Community Delivery Point"). Customer shall take title to the Commodity from either the Utility or the Alternate Commodity Provider, as applicable, at the delivery point specified in the applicable supply and/or delivery tariffs or agreement, and in accordance with applicable law.

**1.3.4. Payment for Commodity Supply.** Customer shall be directly obligated to pay each applicable Commodity provider (Utility or Alternate Commodity Source) and, if applicable, any entity transmitting or distributing such Commodity, for Commodity delivered to the Community Delivery Point ("Commodity Costs"). Notwithstanding the foregoing, Provider shall timely pay, on behalf of Customer, all Commodity Costs to the applicable provider(s), except for any usage penalties imposed by the applicable Commodity supplier that are not the result of the acts or omissions of Provider. Provider agrees that, in consideration of the agreements set forth herein and provided there has not occurred an Event of Default as to Customer under the terms of this Agreement, Provider shall hold Customer harmless against any loss or damage as a result of the failure of Provider to make timely payment of all Commodity Costs during the term of this Agreement on behalf of Customer. Provider shall account for all Commodity purchased and delivered to the Community Delivery Point and the Commodity Costs associated with the purchase of such Commodity. Provider shall provide Customer with monthly reports, within fifteen (15) days after the end of each month, as to the aggregate unit consumption (kWh, gallons) through the Community Delivery Point and the Commodity Costs associated therewith.

#### **1.4. Unit Metering and Billing.**

**1.4.1. Metering.** Provider shall meter Commodity consumption at the Community and maintain accurate and complete records as to Commodity consumption for each Unit or other metered facility (such as clubhouse or other common area facility) at the Community in which Commodity was consumed. Upon prior request of Customer, Provider shall provide Customer with access to the records within a reasonable time as to individual Unit or other metered facility consumption. Customer is solely responsible for: 1) addressing at the metering point, 2) any losses incurred by Provider as a result of incorrect addressing.

**1.4.2. Monthly Billing Statements.** Provider shall, on Customer's behalf, determine on a monthly basis the quantity of each Commodity consumed by each Unit and distribute to each Owner a monthly billing statement for their respective Unit ("Monthly Billing Statements"). Provider agrees that all Monthly Billing Statements and all rates on which such statements are based ("Unit Rate") shall be prepared and charged in accordance with applicable laws, ordinances, codes, rules and regulations and in accordance with the Community Documents (as defined herein) for the Community. Provider agrees that each Monthly Billing Statement shall set forth the actual quantity of each Commodity consumed by the applicable Unit during the billing period, the Unit Rate charged by Customer for the actual quantity of Commodity consumed by the applicable Unit and the dates of the applicable billing period. Changes to the format of the Monthly Billing Statements may be made by Provider from time to time, provided that the changes are in compliance with specifications of the Public Utilities Commission for the State of Ohio for like Commodity service and this Agreement. Provider shall notify Customer of any proposed changes to the format of the Monthly Billing Statements prior to instituting the changes. Each Monthly Billing Statement shall instruct the Owner to remit payment to Customer at an address or post office box controlled by Provider, and Provider shall receive all such payments on Customer's behalf.

**1.4.3. Unit Rate Calculation.** The Unit Rate charged to each Owner of a Unit for the actual quantity of Commodity consumed by the applicable Unit ("Unit Consumption") shall be calculated in accordance with the formula and rates detailed in Exhibit "E" and portrayed as shown in the sample statement detailed in



Exhibit "F," attached hereto. Provider shall monitor the rates and charges charged by the Utility for Commodity in the service area of the Community and shall execute amendments to Exhibit "E" from time to time to ensure that at all times, including the date hereof, the Unit Rate charged for Unit Consumption and other charges applicable under this Agreement will be similar to the rates charged by the Utility for residential service (the "Base Residential Rate") including all applicable riders and fees and the \$3.00 Discount reflected on Exhibit E. A CEC Rate Surcharge (as hereinafter defined), may be added to the Base Residential Rate so long as permitted by applicable law and so directed by Customer.

**1.4.4. CEC Rate Surcharge.** The rate charged for the Common Element Consumption for each Commodity shall be the same as the Commodity Rate at the delivery point for such Commodity. The Common Element Consumption shall be calculated monthly by determining the difference between the total units of each Commodity consumed at the Community (as measured at the Community Delivery Point) and the aggregate Unit Consumption of such Commodity for all Units in the Community. If "Billed to Customer" is indicated on the Cover Sheet, Provider shall bill, and Customer shall pay, for the consumption of each Commodity in and for common elements of the Community ("Common Element Consumption"). If "Billed to Unit Owners" is indicated on the Cover Sheet, Provider shall include in the Monthly Billing Statements for each Unit a charge ("CEC Rate Surcharge") for the consumption of each Commodity in and for common elements of the Community ("Common Element Consumption"). The CEC Rate Surcharge for each Unit for each billing period shall be the product of the applicable Common Element Consumption multiplied by the applicable Rate, divided by the total number of Units occupied, including partial month occupancies, in the Community for during such billing period. Customer agrees that Provider may reasonably estimate the CEC Rate Surcharge for each Commodity based on prior experience; provided, however, that Provider shall, on at least an annual basis, reconcile its estimates to its actual receipts and expenses since the last such reconciliation and adjust the estimated CEC Rate Surcharge to reflect its then current reasonable estimate, plus or minus any adjustment necessary to make up for any overage or shortage, as applicable, in its collections since its last such reconciliation (such reconciliation process being hereinafter referred to as "Reconciliation").

**1.4.4.1. CEC Rate Surcharge For Developing Communities.** In the event that the Community is not Fully Developed, Provider will, if "Billed to Unit Owners" is indicated on the Cover Sheet, during such time as the Community is not Fully Developed, charge Unit Owners a CEC Rate Surcharge equal to Provider's good faith estimate of what the CEC Rate Surcharge will be when the Community is Fully Developed. For all periods in which the Community is not Fully Developed, Customer will be responsible for paying Provider an amount equal to (i) the product of the Common Element Consumption for each month during such period and the applicable Commodity Rate less (ii) the total CEC Rate Surcharges billed to and collected from Unit Owners under this Section 1.4.4.1 less (iii) any amounts collected from third parties. As used herein, "Fully Developed" means 75% occupied relative to the Community development plan (the "Development Plan"); provided that, if the Community is expanded after the Effective Date, once construction of the expansion phase begins, the Development Plan will include the plans relative to the expansion phase of the Community.

**1.4.5. Payment Options and Billing Agreements.** Owners of Units shall have the option to make payments to Provider, on behalf of Customer, in accordance with payment options set forth in Exhibit "G." At the option of Provider, Provider may request that each Unit Owner enter into an individual billing agreement with Provider, acting on behalf of Customer, setting forth the terms and procedures for payment and billing of Unit Consumption ("Individual Billing Agreements"), provided that such Individual Billing Agreements are consistent with the terms of this Agreement. Such Individual Billing Agreements may also include information with respect to the Cost Recovery Payment for which the Customer may be obligated to pay. In addition to rights provided in the Community Documents, and subject to applicable laws, Provider may include in any Individual Billing Agreement (i) a right to require the imposition of a lien a Unit for failure of an Owner to pay for Commodity service to their respective Unit and the Cost Recovery Payment (ii) a right to terminate Commodity service to such Unit; and/or (iii) a right to assess late charges and other fees for delinquent payment, provided that such late charges and other fees for delinquent payment do not exceed the maximum amount allowed by law. Upon request of Customer, Provider shall provide Customer with a copy of any Individual Billing Agreements for the Community.

**1.5. Collection of Unpaid Unit Charges.** Provider shall take all reasonable and lawful steps, including the service of non-payment notices, to Owners who are delinquent in the payment for Commodity service to their respective Unit, the Cost Recovery Payment and/or the Area Lighting Fee. If, after reasonable collection efforts by Provider, an Owner has failed to pay amounts due with respect to such Owner's Unit ("Defaulting Unit Owner"),



Provider shall request authority from Customer to file a lien, on behalf of Customer, against the Unit in accordance with applicable law and the provisions of the Community Documents (as hereinafter defined). Subject to applicable law, Provider may also terminate Commodity service to any such Unit so long as Provider gives not less than ten (10) days' written notice to the Defaulting Unit Owner and Customer prior to terminating such services.

**1.6. Errors in Monthly Billing Statements and Record Retention.** Either party shall have the right to request a correction for a billing error for Unit Consumption, CEC Rate Surcharge and the Cost Recovery Payment, but such corrections shall be limited to the twelve (12) month period commencing from the time the applicable Monthly Billing Statement is sent as evidenced by the date on the applicable statement. The foregoing limitation shall not apply to any amount due for CEC Rate Surcharges based on the results of any annual Reconciliation performed by Provider. So long as permitted by applicable law, Provider may include this limitation on utility charge corrections in the Individual Billing Agreements. Provider shall address all billing errors alleged by tenants or by Customer in a commercially reasonable manner. Provider shall maintain records of Unit Consumption, Common Area Consumption, Unit Rates, CEC Rate Surcharge, the total units of Commodity consumed at the Community (as measured at the Utility Delivery Point), the Commodity Costs, Monthly Billing Statements, and monies collected for a period of not less than seven (7) years.

**1.7. Cost and Expenses to be Paid by Provider.** Except as otherwise expressly set forth herein, Provider shall be responsible for all costs and expenses incurred by Provider in connection with Provider's performance of the Services under this Agreement, without regard to the funds collected by Provider on Customer's behalf.

## **SECTION 2: TERM**

This Agreement will be effective as of the Effective Date. Services will commence on the Service Commencement Date indicated on the Cover Sheet and will continue for a term of years as indicated on the Cover Sheet from such date ("Length of Initial Term"), unless terminated early pursuant to the terms of this Agreement. The Initial Term shall automatically, without notice or written extension, be extended for an additional twelve (12) month period ("Subsequent Term") unless either party exercises its right to terminate this Agreement at the end of the Initial Term by sending the other party written notice of such election not less than three (3) months prior to the end of the Initial Term. Each Subsequent Term shall automatically, without notice or written extension, be extended for an additional twelve (12) month period unless either party elects to terminate this Agreement at any time during a Subsequent Term by sending the other party not less than 60 days' prior written notice of such election.

## **SECTION 3: FEE FOR SERVICES**

**3.1 Fee For Services.** In consideration for the Services, Customer agrees to pay Provider, on a monthly basis, the positive difference, if any, obtained by subtracting (A) amounts required to be paid hereunder by Provider on behalf of Customer for Commodity Costs for such month from (B) amounts actually collected on behalf of Customer by Provider from Unit Owners for Unit Consumption and CEC Rate Surcharges during such month. The parties agree that Provider shall be entitled to receive the monthly payment described herein through the retention of amounts collected from Unit Owners on behalf of Customer sufficient to fulfill Customer's payment obligation. Provided that Customer has taken all reasonable steps to pursue diligently the collection of any unpaid amounts from Unit Owners, the failure of Provider to collect on behalf of Customer any amounts from Unit Owners will not relieve Provider of its obligations hereunder to pay all Commodity Costs when due.

**3.1.1 Shared Savings.** Notwithstanding anything to the contrary herein, unless the Parties otherwise agree in writing, Customer shall be entitled to retain, for each unit of Commodity purchased from an Alternative Commodity Source, 50% of the difference, if any, between (a) the per unit rate charged by the Alternative Commodity Source; and (b) the per unit rate that otherwise would have been charged by the applicable Utility. Such amount will be reflected as a discount to the Base Residential Rate on each Owner's monthly bill.



## SECTION 4: CUSTOMER OBLIGATIONS

**4.1. License to Enter for Operation and Maintenance.** For the purpose of conducting Metering System operation and maintenance, Customer hereby grants Provider a license, for the term of this Agreement, for Provider, its employees and contractors, to enter upon the Community, and Customer will cause each Owner to grant Provider a similar right to enter each Unit for such purposes. Provider and its agents agree to use commercially reasonable efforts to avoid interfering with the use and enjoyment of the Community and the Units by Customer and the Owners. Provider may bring onto the Property all necessary equipment and machinery required to conduct maintenance, repairs and replacements. This license includes the right to maintain, repair, replace or (with Customer's prior written consent) modify, all the components of each Metering System, provided that such is done in accordance with good industry practice and all applicable local, state and federal laws, ordinances, codes, rules and regulations. This license includes the authority to unlock all locked or secured cabinets or other devices protecting each Metering System. Customer agrees that it shall either provide to Provider at commencement of this Agreement the keys and codes necessary to have access to each Metering System, or make available an employee or agent of Customer to escort Provider to secured areas for the purpose of undertaking Metering System maintenance, repairs, or replacements. If Customer provides Provider with a master set of keys, Provider shall acknowledge receipt of a set of keys for access to the applicable Metering System in writing and return the same to Customer upon the expiration or termination of this Agreement.

**4.2. Unit Owner Records to be Provided by Customer.** Customer shall maintain an accurate listing of all Owners of Units in the Community. Customer shall be responsible for notifying Provider, as soon as practical, when a Unit is transferred by one Owner to another Owner. Customer's notice to Provider of the date that a change in ownership of a Unit may be provided by e-mail transmission or by facsimile transmission. Provider shall calculate a final Monthly Billing Statement for any such Unit upon its transfer and shall deliver it to the former Owner.

**4.3. Required Facilities to be Provided By Customer.** Customer shall provide a 120v power source on the outside of designated buildings shown on the system diagrams attached as Exhibit "C" for use by the Meter Equipment. Customer shall also provide Provider, without cost, a power source, phone connection and service, and wall space inside a clubhouse or other common area for installation of the base meter reading unit and any other Meter Equipment which Provider reasonably requires to perform the Services. Provider shall be responsible for any long distance or other fees, tolls or charges relating to such phone connection.

**4.4. Community Documents.** Customer agrees, to the extent permissible by applicable law, that the various documents which control and govern the operation, ownership and control of the Community (collectively, the "Community Documents") shall not be inconsistent with the provisions of this Agreement. The Community Documents shall include a provision stating that each Unit Owner is responsible for the cost of each Commodity (which may be separately metered or sub-metered) provided to such Unit. Provider and Customer agree that to the extent any provisions of this Agreement are in conflict with applicable law (including, but not limited to Chapter 5311 of the Revised Code of Ohio, as amended by Amended Substitute House Bill No. 135, effective July 20, 2004), such provision(s) shall be deemed null and void and applicable law shall prevail, provided that in such an event, Customer shall be responsible for the payment of all Commodities delivered to the Property which are not paid by Owners as a result thereof.



## SECTION 5: MISCELLANEOUS

**5.1. Title to Electricity Meters and MTU.** Provider is the owner and title holder of the Meter Equipment for the electric Commodity, including the radio frequency upon which they transmit data. The Customer will own the Meter Equipment for the water Commodity and for the natural gas Commodity. Notwithstanding the fact that some or all of the Meter Equipment may become fixtures, Provider expressly reserves title to the Meter Equipment for electricity. Upon the expiration or termination of this Agreement, Provider shall have the right to remove the Meter Equipment for electricity and meter reading equipment from the Community. Customer agrees upon request of the Provider to execute and deliver to Provider UCC Financing Statements to be filed in the applicable real and personal property records of the jurisdiction of the Community, acknowledging Provider's interest in the Meter Equipment.

**5.2. Change in Law.** Should the laws, rules or regulations governing either party's performance under this agreement materially change after the Effective Date such that, as result thereof, such party's rights or obligations under this Agreement become illegal or unenforceable, the affected party may, by written notice to the other party, request that the parties meet to attempt to renegotiate the affected provision(s) of this Agreement. The parties shall meet in person within 30 days of any such request to discuss appropriate modifications to this Agreement. Should the parties be unable in good faith to agree on appropriate modifications to this Agreement within 14 days of such meeting, the affected party may terminate this Agreement upon 30 days written notice to the other party, and, upon the effectiveness of such determination, neither party will have any further liability to the other. Upon any termination under this provision, Provider shall be permitted to remove the Meter Equipment from the Property.



## GENERAL TERMS AND CONDITIONS

### **1. Indemnification.**

**a. General.** Each party (an "Indemnifying Party") shall defend, indemnify and hold harmless the other party, and that party's affiliates, employees, officers, agents and contractors (collectively, "Indemnified Parties"), against all third party (i.e. a person who is not also an Indemnified Party) damages and expenses, including reasonable attorneys' fees, incurred by any Indemnified Party arising out of the negligence or willful misconduct of the Indemnifying Party or its employees or agents, or the breaches of any obligations imposed on the Indemnifying Party by this Agreement.

**b. Liens.** Provider shall not undertake any action or omission that results in any lien or claim being filed against the Property or any structure thereon. Provider hereby indemnifies and agrees to hold Customer harmless against any loss or damage, including without limitation attorneys fees and costs of collection, resulting from any lien being filed against the Property or any structure thereon as result of the act or omission of Provider. If any such lien is recorded as result of the act or omission of Provider, Provider shall cause it to be promptly discharged of record or bonded off record after notice by Customer to Provider of the recording of such lien. This Section shall not apply to liens which (a) are directly attributable to the conduct of Customer, including, without limitation, the failure of Customer to make any payments due hereunder or (b) otherwise expressly permitted hereunder.

**2. Assignment.** Neither party may assign its interests or obligations under this Agreement without obtaining the other party's prior written consent thereto, which consent shall not be unreasonably withheld or delayed; provided, however, that Provider may, without the consent of Customer: (a) subcontract with other companies to provide some or all of the Services Provider is obligated to provide under this Agreement (for example, meter reading or billing) so long as Provider remains ultimately responsible for coordinating all of the Services required to be provided by Provider under this Agreement; and (b) grant collateral assignments of this Agreement to institutional lenders of Provider. Consent to one assignment shall not be consent to any subsequent assignment. Any unauthorized assignment shall be void.

**3. Default.** The occurrence of any of the following with respect to a party shall constitute an "Event of Default" of that party:

**a.** The failure to make or cause to be made, when due, a payment due to the other party hereunder, if such failure continues for a period of more than five (5) days after written notice of such failure; or

**b.** Any representation or warranty made by such party herein is false or misleading in any material respect when made or when deemed made or repeated; or

**c.** With respect to Provider only, any act or omission of Provider which directly results in the failure of Commodity supply to the Property, except where such failure is caused or excused by an event of Force Majeure or an Event of Default as to Customer, or is otherwise expressly permitted hereunder; or

**d.** The failure, neglect or refusal of a party to perform any of its material obligations hereunder (except as enumerated in Sections (a) and (c) above), if such failure continues for a period of more than thirty (30) days after written notice of such failure; provided, however, that if such party fails, neglects, or refuses to perform any such material obligation resulting in the other party providing more than three (3) written notices of separate defaults (or of the same default if such default remains uncured after notice and expiration of the applicable cure period) to such party within a twelve (12) month period, thereafter no notice or cure period shall be required with regard to any additional or continuing defaults, and any additional or continuing default shall be an immediate Event of Default.

### **4. Remedies Upon an Event of Default.**

**a. Provider Default.** Upon the occurrence of an Event of Default with respect to Provider, Customer may terminate this Agreement by written notice to Provider, and, in addition, Customer may pursue any other remedies against Provider permitted at law or in equity.

**b. Customer Default.** Upon the occurrence of an Event of Default with respect to Customer, Provider may terminate this Agreement, and, in addition, Provider may pursue any other remedies against Customer permitted at law or in equity. In addition to the foregoing and not in lieu thereof, upon the occurrence of an Event of Default as to Customer, Provider shall be permitted to remove the Meter Equipment for the electric Commodity from the Property.

**c. Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, LIABILITY IS LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED, REGARDLESS OF CAUSE. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR ANY OTHER BUSINESS



## **INTERRUPTION DAMAGES, IN TORT, CONTRACT OR OTHERWISE.**

d. **Expenses.** In any litigation between Customer and Provider, the prevailing party shall be entitled to recover from the losing party all reasonable costs and expenses of suit, including reasonable attorney's fees.

5. **Notices.** Any notice, request, instruction, correspondence or other communication given or made hereunder by either party to the other ("Notice") shall be in writing and (a) delivered by hand; (b) delivered by facsimile; (c) mailed by certified mail, postage prepaid and return receipt requested; or (d) sent by Express Mail, Federal Express, or other express overnight delivery service. Customer's notice information appears on the Cover Sheet and Provider's notice information is as follows:

Nationwide Energy Partners, Ltd.  
2800 Corporate Exchange Drive, Suite 400  
Columbus, Ohio 43231  
Attention: Ross Metersky  
Telephone: 614.918.2058  
Fax: 614.918.2155  
E-Mail: RMetersky@NEPPower.com

Notice given by hand, facsimile, Federal Express or other express delivery service or by mail shall be effective upon actual receipt. Notice given by certified mail shall be effective upon the second business day following the date of mailing or upon the date of actual receipt, as evidenced by the return receipt, whichever is earlier. Either party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

6. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio (excluding any conflicts-of-law rule or principle that might refer such matters to the laws of another jurisdiction), except to the extent that such matters are mandatorily subject to the laws of another jurisdiction pursuant to the laws of such other jurisdiction.

7. **Entire Agreement.** This Agreement and all Exhibits to this Agreement (which are incorporated herein) constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

8. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

9. **Severability.** If any one or more of the provisions contained in this Agreement or in any other document delivered pursuant hereto shall for any reason, be held to be invalid, illegal or unenforceable in any material respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such document.

10. **Headings and Schedules.** The headings of the several paragraphs herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

11. **Force Majeure.** If either party is rendered, in whole or in part, unable to fulfill its obligations under this Agreement as result of an event of Force Majeure, the affected obligation(s) of the affected party shall be suspended for the duration of the Force Majeure event. The party affected by a Force Majeure event must provide written notice thereof to the other party as soon as practical after the occurrence of such event, which notice shall include the particulars of the Force Majeure event and the anticipated duration thereof. During the pendency of a Force Majeure, the non-affected party may take whatever reasonable steps are necessary to mitigate the effects of the Force Majeure. As used herein, "Force Majeure" means acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances or other event entirely not within the control of the affected party and not caused by the act or omission of the affected party, including, without limitation, events of Force Majeure or curtailments affecting or claimed by a Utility or transmission or distribution provider.

12. **Representations and Warranties.** As of the Effective Date, each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iv) this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms; subject to any equitable defenses; (v) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result

in it being or becoming bankrupt; (vi) there is not pending or, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement; (vii) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement; and (viii) it is not a public utility.



## EXHIBIT A

### Legal Description of Initial Phase of Community

#### BOUNDARY DESCRIPTION OF 1.010 ACRES

West side of Neil Avenue  
North side of Spring Street

Situated in the State of Ohio, County of Franklin, City of Columbus, Section 8, Township 5, Range 22, Refugee Tract, being part of that 1.714 acre tract conveyed to NWD 300 Spring, LLC of record in Instrument Number 200507250147005 and Instrument Number 200703070040749, and that 0.022 acre tract conveyed to NWD 300 Spring, LLC of record in Instrument Number 200609150184329 and described as follows:

Beginning, for reference, at the southeast corner of that 0.002 acre tract conveyed to the City of Columbus of record in Official Record 28477H18, the southeast corner of Lot 2 of "Brecourt, Smith and Conover Northwest Addition" of record in Plat Book 1, Page 250;

thence North 86° 52' 24" West, with the south line of said 0.002 acre tract, the south line of said Lot 2, 15.00 feet to an iron pin set marking the west corner of said 0.002 acre tract and a southeast corner of said 1.714 acre tract, the TRUE POINT OF BEGINNING;

thence North 86° 52' 24" West, continuing with the south line of said Lot 2, the south line of said 1.714 acre tract, and with the north right-of-way for Spring Street, a distance of 110.56 feet to an iron pin set;

thence across said 1.714 acre and 0.022 acre tracts, the following courses and distances:

North 03° 24' 41" East, a distance of 345.45 feet to an iron pin set;

South 86° 44' 58" East, a distance of 102.45 feet to an iron pin set;

North 03° 24' 41" East, a distance of 2.10 feet to an iron pin set;

South 86° 40' 23" East, a distance of 25.11 feet to an iron pin set in the east line of said 0.022 acre tract, and the west right-of-way line of Neil Avenue;

thence South 03° 24' 41" West, with said east lines and said west right-of-way line, a distance of 335.89 feet to an iron pin set marking the southeasterly corner of said 0.022 acre tract;

thence South 59° 31' 28" West, with the southerly line of said 0.022 acre tract, partially with the northerly line of said 0.002 acre tract and a southerly line of said 1.714 acre tract, a distance of 20.48 feet to the TRUE POINT OF BEGINNING, containing 1.010 acre, more or less being out of Parcel Number 010-003012.

Subject, however, to all legal rights-of-ways and/or easements, if any, of previous record.

The bearings are based on the north right-of-way line of Nationwide Boulevard, having a bearing of North 82° 18' 16" East, as per Ohio State Plane Coordinate System, South Zone NAD83 (1986 Adjustment).

This description was prepared from existing records and a field survey performed in March 2004.

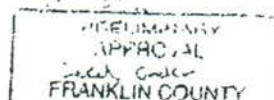
Iron pins set, where indicated, are iron pipes, thirteen-sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT, INC.

All references are to the records of the Recorder's Office, Franklin County, Ohio.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Edward J. Miller  
Registered Surveyor No. 8250



**EXHIBIT B**

**Legal Description of Expansion Phases of Community**

**Not Applicable**

**EXHIBIT C**

**Distribution System Diagram**

**Not Applicable**

**EXHIBIT D**

**Location Service Fees**

**Not Applicable**

## EXHIBIT E

### Utility Services Residential Rate Structure

#### Electric Rates as of 5/17/07

Rate Description	Summer Rate <i>June - September</i>	Winter Rate <i>October - May</i>
Customer Charge*	\$1.61	\$1.61
Generation Service		
First 800 kWh	\$0.0551/kWh	\$0.0551/kWh
Over 800 kWh	\$0.0551/kWh	\$0.0170/kWh
Transmission Service	\$0.0067/kWh	\$0.0067/kWh
Distribution Service		
First 800 kWh	\$0.0314/kWh	\$0.0314/kWh
Over 800 kWh	\$0.0314/kWh	\$0.0256/kWh
Transition Service	\$0.0057/kWh	\$0.0057/kWh
Distribution Recovery	\$4.00 per month	\$4.00 per month

\* The customer charge reflects a \$3.00 discount.

#### Water Rates as of 5/17/2007

Rate Description	Customer Charge	Usage Rate	Usage Rate
Water	\$4.39	\$0.0155/CF Initial 500 CF	\$0.0172/CF Over 500 CF
Sewer	\$2.80	\$0.0284 All CF	\$0.0284 All CF
Storm	\$6.03	N/A	N/A

#### Natural Gas Rates as of 5/17/2007

Rate Description	Rate
Customer Charge	\$6.50 per month
Usage Charge	\$1.21 per CCF



# EXHIBIT F

## Standard Nationwide Energy Partners Monthly Customer Bill Format



### CONTACT INFORMATION

NATIONWIDE ENERGY PARTNERS  
P.O. BOX 182540  
COLUMBUS, OH 43218-2540  
877-818-COES(2637)

### BILLING ADDRESS

JOHN DOE  
123 MAIN ST  
MIDDLETOWN, OH 88888

### SERVICE ADDRESS

JOHN DOE  
123 MAIN STREET  
MIDDLETOWN OH 88888

Utility Billing Period: 4/01/2003 to 4/30/2003		Days: 30
ACCOUNT # 009999	DUE DATE: May 22, 2003	

SERVICE	PRV READ	CUR READ	MULTI	USAGE	AMT
Electric	35810	36308	1	498	\$44.78
Water	125370	127030	.13369	222	15.94

#### MESSAGE:

Have your utility bill automatically deducted from your checking account each month. NEP invites you to enjoy the benefits of our FREE Automatic Debit Payment Plan. Call our Customer Service Department toll free at 1-877-818-2637 to find out how.

Utility Billing Period: 4/01/2003 to 4/30/2003		Days: 30
ACCOUNT # 009999	DUE DATE: May 22, 2003	

JOHN DOE  
123 MAIN ST  
MIDDLETOWN, OH 88888

PAY TO ►

NATIONWIDE ENERGY PARTNERS  
P.O. BOX 182540  
COLUMBUS, OH 43218-2540

### SUMMARY OF CHARGES

BALANCE AT LAST BILLING \$0.00  
PAYMENTS \$0.00  
LATE FEE \$0.00  
DEPOSIT INTEREST / REFUND  
OTHER  
BALANCE FORWARD

\$0.00

<b>WATER</b>	<b>CuFt</b>	<b>222</b>		<b>\$15.94</b>
Water Cust Chg			\$3.32	
Water Usage			\$2.82	
Sewer Cust Chg			\$3.54	
Sewer Usage @ 0.01790			\$3.97	
Storm Water			\$2.29	
<b>ELECTRIC</b>	<b>KWH</b>	<b>498</b>		<b>\$44.76</b>
Cust Chg			\$4.52	
Distribution Chg			\$14.64	
Generation Serv Chg			\$23.06	
Transmission Chg			\$2.24	
Transition Chg			\$0.30	

PLEASE PAY ► \$60.70

PLEASE RETURN THIS PORTION WITH PAYMENT

PLEASE PAY ► \$60.70



**EXHIBIT G**

**Form of Statement Payment Options for Residents**

1. Check
2. ACH – Auto Deduct from Checking Account
3. Credit Card
4. Cash (Accepted Only at NEP Offices)



new customer form

**New Customer Form****Name** \_\_\_\_\_  
Last First M.I.**Service Address** \_\_\_\_\_**Community Name** \_\_\_\_\_**Closing/ Move-In Date:** \_\_\_\_\_**Are you:**☐ Renting ☐ New Owner**Contact Information:****\*Telephone Number** ( ) \_\_\_\_\_**Secondary Number** ( ) \_\_\_\_\_**\*Email Address** \_\_\_\_\_**Mailing Address:** (If different from service address listed above)**Address** \_\_\_\_\_  
Street # Street Name Apt. #**City/State/Zip** \_\_\_\_\_  
City State Zip

\* Required

----- **NEP Office Use Only** -----**Beginning H2O Read** \_\_\_\_\_**Beginning Electric Read** \_\_\_\_\_**Completed By:** \_\_\_\_\_**Date:** \_\_\_\_\_**QUESTIONS?**(877) 818-2637 | [NationwideEnergyPartners.com](http://NationwideEnergyPartners.com)

## General Terms and Conditions

### I. Payment Options

**Automatic Debit Payment Program:** Nationwide Energy Partners offers our customers the option to pay their bills through an automated payment program. You may sign up for this by completing a Customer Authorization form or by signing up at [www.NationwideEnergyPartners.com](http://www.NationwideEnergyPartners.com). By signing up for the Automatic Debit Payment Program, you are authorizing Nationwide Energy Partners to initiate a monthly debit entry to your bank account. Payments will be deducted on the due date for the amount due on your account. Customer must sign up or make changes to their current set up (i.e. change in banking information) in writing and can be done by notifying us through our website. Any changes must be received by NEP at least two days prior to the payment due date.

**Mail:** All payments must be received by NEP on or before the applicable due date to be considered timely. In order to ensure that the correct Customer account is properly credited, Customer must enclose the monthly payment coupon in the return envelope provided with the bill, and clearly note the applicable account number on all your checks.

**Online:** Customer may visit NEP's website at [www.NationwideEnergyPartners.com](http://www.NationwideEnergyPartners.com) to pay monthly statements using a

**Debit/Credit Card:** A \$3.50 processing fee will apply for all online payments.

**Phone:** Customer may call the NEP Customer Care team at (614) 918-2031 or (877) 818-2637 to make payments via debit or credit card (Visa, MasterCard, DiscoverCard or American Express). A \$10.00 processing fee will apply to all payments received via phone.

**Wal-Mart:** Customer may make payments at any Wal-Mart location. A valid NEP account number is required. Service charges of \$0.88 for a 3-day payment and \$1.88 for a next business day payment apply.

**In Person:** Customer may visit the NEP corporate office, located at 230 West Street, Suite 150, Columbus, Ohio 43215, to pay by Money Order, Check, or Debit/Credit Card.

**Drop Box:** Customer may deposit a Money Order or Check in the NEP drop box, located at the rear (southeast corner) of NEP's corporate address (as noted above). The customer account number and payment coupon must be included with the payment in order to credit the Customer's account. Failure to properly identify customer account information when making payments via the drop box may prohibit NEP from properly crediting Customer's account in a timely manner. Any fees associated with a delay in crediting the applicable account as a result of Customer's failure to include the necessary account information with the drop box deposit will be the sole obligation of Customer.

### II. Additional Fees

An additional charge of \$30.00 may be applied to a Customer's account for all returned checks. Fees are subject to change.

### III. Terms

**Due Date:** Customer's monthly statement is due and payable upon presentation. A statement will be considered past due at the beginning of the first day following the due date indicated on Customer's statement. Once an account is past due, Customer may be subject to late fees and electric service may be subject to disconnection. If electric service is interrupted for nonpayment, additional charges may apply. **FAILURE TO RECEIVE A BILL DOES NOT CHANGE THE DUE DATE OR THE POSSIBILITY OF DISCONNECTION FOR NONPAYMENT.** Late

**Fee(s)/Security Deposits:** Customer's failure to pay the amount indicated on the monthly statement by the due date may result in late fee(s) being added to the overdue amount. Late fee(s) may be applied in the amount of \$10.00 or 10% of the delinquent amount, whichever is greater. Additionally, depending on individual credit score and payment history, Customers may be required to submit a security deposit.

**Billed Days:** Each monthly bill will account for the utilities used during the number of days between the current and previous meter readings.

**Electric Usage:** Electric is measured in kilowatt hours (kWh). Customer usage will be determined by subtracting the previous electric meter read from the present electric meter read.

**Water Usage:** Water is measured in cubic feet (Cu Ft).

**Monthly Charges:** Customer will be responsible for applicable monthly utility charges for water and electricity (natural gas and trash collection fees may also apply).

*This information is subject to change, without notice to Customer, at the discretion of Nationwide Energy Partners.*





**Sign Up Now**

## Automatic Withdrawal Program (AWP)

sign up. bill paid. deposit waived. hassle-free.

No more check-writing. No more late charges. No fees. No security deposit. What is there not to love about our Automatic Withdrawal Program?

You set it up online or via the phone one time and leave the rest to us. You still receive your statements the same way you do now – you just let us worry about retrieving your payment on time.

Visit <http://accounts.nationwideenergypartners.com> today, or call us at (877) 818-2637

### Definitions

#### Due Date

Your bill is due and payable upon presentation and becomes past due after the due date indicated. Following that date, if not paid, your service may be subject to interruption. If service is interrupted for non-payment, additional charges may be added.

#### Electric Usage

Electric is measured in kilowatt hours (kWh). Usage is determined by subtracting the previous electric meter read from the current read.

#### Kilowatt-hour (kWh)

A unit of energy equal to one kilowatt of power expended for one hour.

Example: One 100 Watt bulb burning for 10 hours will consume 1 kWh.

#### Water Usage

Water is measured in gallons and cubic feet. Usage is determined by subtracting the previous water meter read from the current read. Usage is converted to cubic feet for billing purposes.

#### Cubic-Foot (cf)

A unit of volume equal to 7.48 gallons. Used as a standard measurement for water charges. Example: The average toilet uses about .5 cf per flush.

#### Community Charges

Community Charges consist of the common area usage (CAU) necessary to run the common areas of your community. The common areas may include the clubhouse, street lights, pool, tennis courts, irrigation systems, etc. depending on your community. Where applicable, this cost will be allocated among all of the units in your community.

#### Trash

Where applicable, this community-based charge is for the trash removal and recycling services present at your community.

#### Late Fee Charge

Any past due balance under \$100 will receive a \$10.00 late fee. A 10% late fee is applied to all past due balances exceeding \$100.

#### Estimated Reading (E)

If you see an 'E' next to your reading, it means we were unable to read your meter at the time of billing. Your usage was estimated based on prior usage. If necessary, we will correct your bill at the time of the next actual meter reading.

#### Billing Period

Displays the time frame between past and current read dates. Communities are billed by cycle, so the length of the period may fluctuate slightly from month to month.

*Failure to receive a bill does not change the due date or possibility of disconnection for non-payment. A \$30.00 charge may be applied to your account for all checks not honored by the bank for any reason, including, but not limited to: Insufficient funds (NSF), account closed, payment stopped, no signature, and improperly drawn or submitted.*

*A security deposit is added to the account of any new residents or delinquent accounts. This deposit will be waived if the tenant signs up for ACH or supplies NEP with a qualifying letter of credit from their previous utility company.*

*All fees are subject to change.*

### NEP Payment Methods



#### Automatic Withdrawal

Sign up for AWP to have the payment for your utility bill automatically pulled from your bank account each month at no cost to you.



#### Electronic Bill Pay

A feature of online banking, which allows you to send money from your bank account directly to NEP for your utility account. You choose the amount you want to pay and the date you want the payment to be applied.



#### In-store Payment

A number of stores, such as Wal-Mart, accept payments at all locations in the continental US. **Bring your NEP statement with you. Service fees may apply.**



#### Mail

Please write your account number on your check and enclose your payment coupon in the return envelope provided with your monthly statement.



#### Phone

Residents may pay their bill online or inquire about their account balance 24 hours a day, 7 days a week through the NEP phone system. Residents may also call our toll free Customer Service number to pay their bill with a credit or debit card during office hours. **Service fees may apply.**



#### Website Payment

Pay online anytime. Through our website you can manage your utility account and pay your bills. **Service fees may apply.**

[www.NationwideEnergyPartners.com](http://www.NationwideEnergyPartners.com)

Nationwide Energy Partners  
230 West Street, Suite 150  
Columbus, Ohio 43215  
614-918-2031 or 877-818-2637



Friday, February 13, 2015

NE20213C  
4000000192 192/1



MARK WHITT  
300 W SPRING ST #507  
COLUMBUS OH 43215-7649



## **DISCONNECT NOTICE**

Dear Mark Whitt - 090196

The purpose of this letter is to provide you notice that your account with Nationwide Energy Partners (NEP) is past due and that your electric utility service will be disconnected due to nonpayment. As of the date of this letter, you have a past due balance of **\$412.30**.

In order to **AVOID DISCONNECTION OF YOUR ELECTRIC SERVICE**, your past due balance must be paid and received by NEP by **6:00pm on Wednesday, March 11<sup>th</sup>**. If applicable, all payments by check or ACH not honored by your bank will need to be paid to avoid disconnection.

NEP acceptable forms of payment are personal check, cashier's check, money order, MasterCard, Visa, Discover Card or American Express. **We will not accept personal checks to reconnect service.**

### **What happens if I don't pay my past due amount and my electric service gets disconnected?**

In order to get your electric service reconnected you must:

- Pay your past due balance of **\$412.30**,
- Pay a \$50.00 service fee,
- Pay a \$150.00 security deposit and
- Pay any balance resulting from payments not honored by your bank

If you make payment on a business day and notify NEP of your payment by 12:30pm, service will be reconnected the same day. If payment is made after 12:30pm, service will be reconnected the next business day.

**Payment Options:** You can make payment of your past due balance if you:

- Visit us online at [NationwideEnergyPartners.com](http://NationwideEnergyPartners.com)
- Call our Customer Support Team at **(614) 918-2031** or **(877) 818-2637**
- Visit your local Walmart Money Center or Kroger. You must bring your current billing statement to validate your account number. This disconnect notice will not be accepted for that purpose. Payments can only be made by cash or a PIN-based debit card and must still be received by NEP by the above due date.

Nationwide Energy Partners



Franklin County Municipal Court  
**Lori M. Tyack**  
 Clerk of Court



FCMC Clerk

New Search

**ATTENTION! - MAXIMUM RESULTS LIMIT REACHED!**  
**250 RECORDS DISPLAYED.**

**PLEASE PROVIDE ADDITIONAL SEARCH CRITERIA TO NARROW RESULTS.**

CASE NUMBER	STATUS	PARTY TYPE	NAME	DOB	
2007 CVG 014607	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARNTERS		<a href="#">VIEW</a>
2007 CVG 014606	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARNTERS		<a href="#">VIEW</a>
2007 CVG 014605	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARNTERS		<a href="#">VIEW</a>
2006 CVG 041661	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARNTERS & THE RESIDENCES		<a href="#">VIEW</a>
2006 CVG 004050	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTMENTS		<a href="#">VIEW</a>
2011 CVG 015499	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 015460	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 015449	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 015448	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 015447	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 015052	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 014721	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 014720	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 014719	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 014717	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 010491	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
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2011 CVG 010484	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 002525	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 002030	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 002028	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 002027	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 002025	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2011 CVG 000356	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
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2011 CVG 000354	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2010 CVG 046082	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2010 CVG 046081	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2010 CVG 046080	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2010 CVG 046078	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>
2010 CVG 046077	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS		<a href="#">VIEW</a>

[illegible]

[illegible]



[illegible]

2006 CVG 046110	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2006 CVG 026247	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2006 CVG 000204	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
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2006 CVG 000201	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 050545	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 050143	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 041165	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 031556	OPEN	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 031529	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 031527	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 031526	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 031523	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 022773	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 018245	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 018244	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 018243	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 018242	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 014958	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 012005	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 012004	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 008701	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 008227	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2005 CVG 000447	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 052009	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 052007	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 034754	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 034663	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 029595	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 029593	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 029590	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 029588	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 020407	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 020406	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 019954	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 011380	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 010272	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 010271	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 010269	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 010037	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 008050	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVG 008049	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVF 044843	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>

2004 CVF 042320	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVF 018517	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2004 CVF 014668	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 051097	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 047128	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
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2003 CVG 047126	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 047118	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 043000	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 038130	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 037940	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 033271	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 033270	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 033269	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 029595	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 024615	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 024614	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 020559	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 020558	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 012495	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 012493	OPEN	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 009044	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 008510	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 008509	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 002628	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVG 002627	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVF 051352	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVF 041184	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2003 CVF 038436	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2002 CVG 045767	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2002 CVG 045006	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2002 CVG 044112	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS	<a href="#">VIEW</a>
2015 CVF 003001	OPEN	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC	<a href="#">VIEW</a>
2015 CVF 002998	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC	<a href="#">VIEW</a>
2015 CVF 002996	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC	<a href="#">VIEW</a>
2015 CVF 002994	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC	<a href="#">VIEW</a>
2014 CVF 037539	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC	<a href="#">VIEW</a>
2014 CVF 037538	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC	<a href="#">VIEW</a>
2014 CVF 037536	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC	<a href="#">VIEW</a>
2014 CVF 037535	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC	<a href="#">VIEW</a>
2014 CVF 037533	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC	<a href="#">VIEW</a>
2014 CVF 033517	OPEN	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC	<a href="#">VIEW</a>
2014 CVF 033516	OPEN	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC	<a href="#">VIEW</a>
2014 CVF 033515	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC	<a href="#">VIEW</a>

2014 CVF 033514	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC		<a href="#">VIEW</a>
2014 CVF 033513	CLOSED	PLAINTIFF	NATIONWIDE ENERGY PARTNERS LLC		<a href="#">VIEW</a>

**ATTENTION! - MAXIMUM RESULTS LIMIT REACHED!**  
**250 RECORDS DISPLAYED.**  
**PLEASE PROVIDE ADDITIONAL SEARCH CRITERIA TO NARROW RESULTS.**

[New Search](#)

<p><b>CASE Network Records Search</b>  <b>Franklin County Municipal Court - 375 South High Street Columbus, Ohio 43215</b></p>
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**Case No(s). 15-0697-EL-CSS**

Summary: Memorandum Contra Motion to Bifurcate and Motion for Limiting Instruction and Stay electronically filed by Ms. Rebekah J. Glover on behalf of Mark A. Whitt