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September 18, 2017

Public Utilities Commission of Ohio Docketing Division, 13th Floor 180 East Broad Street Columbus, Ohio 43215-3793

Re: Energy Choice Solutions, LLC d/b/a Retail Energy Xchange

Initial Certification Application for Electric Aggregators / Power Brokers

To Whom It May Concern:

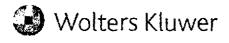
Enclosed please find an original **Initial Certification Application for Electric Aggregators / Power Brokers** accompanied by (3) copies for our client, **Energy Choice Solutions, LLC d/b/a Retail Energy Xchange.** Once the application has been processed, please forward evidence of approval to the mailing address on the application. If there is any issue, or if you require any further information, please do not hesitate to contact us.

Thank you,

CT Corporation-Licensing 140 Grand Street, Suite 300 White Plains, NY 10601 service@licenselogix.com ct@licenselogix.com (800) 292-0909

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Initial Filing Instructions for Electric Aggregators/Power Brokers

I. Where To File: Applications should be sent to: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus Ohio 43215-3793.

II. What To File: Applicant must submit one original notarized application signed by a principal officer and three copies including all exhibits, affidavits, and other attachments. All attachments, affidavits, and exhibits should be clearly identified. For example, Exhibit C-10 should be marked "Exhibit C-10 "Corporate Structure." All pages should be numbered and attached in a sequential order.

III. Which Forms To File: Entities other than governmental aggregators that will aggregate customers or provide power-brokering services must file a "Certification Application for Aggregators/Power Brokers" form. Governmental aggregators must file a "Certification Application for Governmental Aggregators" form. If an aggregator will provide power marketing and/or retail electric generation services in addition to aggregation and power brokering services, it must file a "Certification Application for Retail Generation Providers, Power Marketers, and Power Brokers" form. The following definitions are provided to assist applicants in determining which form(s) to file:

Aggregation - combining the electric load of multiple retail customers through an agreement with the customers or formation of a governmental aggregation pursuant to Section 4928.20 of the Revised Code for the purpose of purchasing retail electric generation service on an aggregated basis.

Aggregator - a person who contracts with customers to combine the customers' electric load for the purpose of purchasing retail electric generation service on an aggregated basis. The term does not include a governmental aggregator.

Governmental Aggregator - the legislative authority of a municipal corporation, the board of township trustees of a township, or a board of county commissioners of a county that aggregates the citizens of a municipal corporation, township, or unincorporated areas of a county in accordance with Section 4928.20 of the Revised Code for the purpose of purchasing retail electric generation service on an aggregated basis.

Power Broker - a person who assumes the contractual and legal responsibility for the sale and/or arrangement for the supply of retail electric generation service to a retail customer without taking title to the power supplied.

Power Marketer - a person who assumes the contractual and legal responsibility for the sale and provision of retail electric generation service to a retail customer who had title to the electric power provided at some point during the transaction.



IV. Application Form: The application is available on the Commission's web site, www.puco.ohio.gov or directly from the Commission at: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus Ohio 43215-3793.

V. Confidentiality: An applicant may file financial statements, financial arrangements, and forecasted financial statements under seal. If these exhibits are filed under seal, they will be afforded protective treatment for a period of six years from the date of the certificate for which the information is being provided.

An applicant may file a motion for a protective order for other information not filed under seal per the previous paragraph. If the motion is filed in conformance with rule 4901:1-24-07 of the Administrative Code, it shall be automatically approved on the thirty-first day after the date of filing and the information shall be afforded protective treatment for a period of six years from the date of the certificate for which the information is being provided, unless the commission or an attorney examiner appointed by the commission rules otherwise.

At the expiration of the six-year period provided for in the previous paragraphs, the information will be automatically released into the open record. An applicant wishing to extend a protective order beyond the six-year time period must comply with paragraph (F) of rule 4901-1-24 of the Administrative Code.

VI. Commission Process for Approval: An application for certification shall be made on forms approved and supplied by the Commission. The applicant shall complete the appropriate application form in its entirety and supply all required attachments, affidavits, and evidence of capability specified by the form at the time an application is filed. The Commission certification process begins when the Commission's Docketing Division receives and time/date stamps the application. An incomplete application may be suspended or rejected. An application that has been suspended as incomplete may cause delay in certification.

The Commission may approve, suspend, or deny an application within 30 days. If the Commission does not act within 30 days, the application is deemed automatically approved on the 31st day after the official filing date. If the Commission suspends the application, the Commission shall notify the applicant of the reasons for such suspension and may direct the applicant to furnish additional information. The Commission shall act to approve or deny a suspended application within 90 days of the date that the application was suspended. Upon Commission approval, the applicant shall receive notification of approval and a numbered certificate that specifies the service(s) for which the applicant is certified and the dates for which the certificate is valid.

Unless otherwise specified by the Commission, a competitive retail electric service provider's certificate is valid for a period of two years, beginning and ending on the dates specified on the



certificate. The applicant may renew its certificate in accordance with Rule 4901:1-24-09 of the Ohio Administrative Code.

CRES (competitive retail electric service) providers shall inform the Commission of any material change to the information supplied in a certification application within thirty days of such material change in accordance with Rule 4901:1-24-10 of the Ohio Administrative Code.

VII. Contractual Arrangements for Capability Standards: If the applicant is relying upon contractual arrangements with a third-party(ies) to meet any of the certification requirements, the applicant must provide with its application all of the following:

- The legal name of the party(ies) it is contracting with;
- A statement that a valid contract exists between the applicant and the third-party(ies);
- A detailed summary of the contract(s) including all services provided thereunder;
- The documentation and evidence to demonstrate the contracting entity's capability to meet the requirements as if the contracting entity was the applicant.

VIII. Questions: Questions regarding filing procedures should be directed to CRES@puc.state.oh.us

IX. Governing Law: The certification/renewal of competitive retail electric suppliers is governed by Chapter 4901:1-24 of the Ohio Administrative Code, Chapter 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.





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INITIAL CERTIFICATION APPLICATION FOR ELECTRIC

AGGREGATORS/ POWER BROKERS

APPLICANT INFORMATION

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-12 Company History). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division; 180 East Broad Street, Columbus, Ohio 43215-3793.

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

	s legal name, address, telephone number and web site address
Legal Name	Energy Choice Solutions, LLC d/b/a Retail Energy Xchange
Address	4433 Genesee St, Suite 401, Buffalo, NY 14225
Telephone #	888-762-7819 Web site address (if any) www.retailenergyxchange.com
Address	4433 Genesee St, Suite 401, Buffalo, NY 14225
Will do bus	iness in Ohio
	Energy Choice Solutions, LLC d/b/a Retail Energy Xchange 4433 Genesee St. Suite 401. Buffalo. NY 14225
	888-762-7819 Web site address (if any) www.retailenergyxchange.com
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Energywize	nes under which the applicant does business in North America
	v XChange
Retail Energ	
Retail Energ	

	Business address 1201 Fannin	Houston, TX 77	0022		
	Telephone # 713-537-2251	Fax #	<u> </u>		_ _
	E-mail address cdoyle@	nrg.com; Regulate	orySupport@retail	- lenergyxchange.c	om
A-6	Contact person for Commis	ssion Staff use	in investigatir	ng customer co	omplaints
	Name Elizabeth Flattery				
	Title Market Operations Desk N				
	Business address 4433 Genese			25	
	Telephone # (716)906-5140	Fax #			
	E-mail address Elizabet		om; Regulatory	- Support@retaile	energyxchange.com
			 -		
A-7	Applicant's address and tol	l-free number	for customer	service and co	omplaints
	Customer Service address 804	Carnegie Center	Princeton N.1 085	540	
	Toll-free Telephone # (888)76	2-7819	Fax #		-
		pport@contactre			
	D-man address agentee	pportegooritabile	<u> </u>		
A-8	Applicant's federal employ	er identificatio	n number # <u>4</u>	1-1724239	-
A-9	Applicant's form of owners	hip (check one	e)		
	□ Sole Proprietorship □ Limited Liability Partnership □ Corporation		ership ed Liability Cor r		
A-10	(Check all that apply) Id which the applicant intends to class that the applicant intended mercantile commercial, and 4928.01 of the Revised Code, is a part of a national account in one or	to provide servings to serve, industrial. (A magnitude commercial custos	ice, including i for example, a rereantile custome	identification or residential, sm er, as defined in	of each customer nall commercial, (A) (19) of Section
	ĭ First Energy				
	X Ohio Edison	■ Residential	★ Commercial	x Mercantile	¥ Industrial
	₹ Toledo Edison	□ Residential	★ Commercial	Mercantile	🕱 Industrial
	Cleveland Electric Illuminating	n Residential	★ Commercial	M Mercantile	
	🗖 Duke Energy	□ Residential	□ Commercial	 Mercantile 	□ Industrial
	□ Monongahela Power	□ Residential	□ Commercial	Mercantile	□ Industrial
	□ American Electric Power				
	□ Ohio Power	□ Residential	□ Commercial	□ Mercantile	□ Industrial
	□ Columbus Southern Power	□ Residential	□ Commercial	□ Mercantile	□ Industrial
	Dayton Power and Light	 Residential 	 Commercial 	■ Mercantile	Industrial

A-11 Provide the approximate start date that the applicant proposes to begin delivering services

October 1, 2017

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- A-12 <u>Exhibit A-12 "Principal Officers, Directors & Partners"</u> provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-13 <u>Exhibit A-13 "Company History,"</u> provide a concise description of the applicant's company history and principal business interests.
- A-14 <u>Exhibit A-14 "Articles of Incorporation and Bylaws,"</u> if applicable, provide the articles of incorporation filed with the state or jurisdiction in which the Applicant is incorporated and any amendments thereto.
- A-15 <u>Exhibit A-15 "Secretary of State,"</u> provide evidence that the applicant has registered with the Ohio Secretary of the State.

B. <u>APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE</u>

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

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

- B-3 Exhibit B-3 "Summary of Experience," provide a concise summary of the applicant's experience in providing aggregation service(s) including contracting with customers to combine electric load and representing customers in the purchase of retail electric services. (e.g. number and types of customers served, utility service areas, amount of load, etc.).
- **B-4** Exhibit B-4 "Disclosure of Liabilities and Investigations," provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.
- **B-5** Disclose whether the applicant, a predecessor of the applicant, or any principal officer of the applicant have ever been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.

No □ Yes

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

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

□ No #Yes

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

C. <u>APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE</u>

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- C-1 Exhibit C-1 "Annual Reports," provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information in Exhibit C-1 or indicate that Exhibit C-1 is not applicable and why. (This is generally only applicable to publicly traded companies who publish annual reports)
- C-2 <u>Exhibit C-2 "SEC Filings,"</u> provide the most recent 10-K/8-K Filings with the SEC. If the applicant does not have such filings, it may submit those of its parent company. An applicant may submit a current link to the filings or provide them in paper form. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that the applicant is not required to file with the SEC and why.

- C-3 <u>Exhibit C-3 "Financial Statements,"</u> provide copies of the applicant's two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business. If the applicant does not have a balance sheet, income statement, and cash flow statement, the applicant may provide a copy of its two most recent years of tax returns (with social security numbers and account numbers redacted).
- C-4 <u>Exhibit C-4 "Financial Arrangements,"</u> provide copies of the applicant's financial to satisfy collateral requirements to conduct retail electric/gas business activity (e.g., parental or third party guarantees, contractual arrangements, credit agreements, etc.,).

Renewal applicants can fulfill the requirements of Exhibit C-4 by providing a current statement from an Ohio local distribution utility (LDU) that shows that the applicant meets the LDU's collateral requirements.

First time applicants or applicants whose certificate has expired as well as renewal applicants can meet the requirement by one of the following methods:

- 1. The applicant itself stating that it is investment grade rated by Moody's, Standard & Poor's or Fitch and provide evidence of rating from the rating agencies.
- 2. Have a parent company or third party that is investment grade rated by Moody's, Standard & Poor's or Fitch guarantee the financial obligations of the applicant to the LDU(s).
- 3. Have a parent company or third party that is not investment grade rated by Moody's, Standard & Poor's or Fitch but has substantial financial wherewithal in the opinion of the Staff reviewer to guarantee the financial obligations of the applicant to the LDU(s). The guaranter company's financials must be included in the application if the applicant is relying on this option.
- 4. Posting a Letter of Credit with the LDU(s) as the beneficiary.

If the applicant is not taking title to the electricity or natural gas, enter "N/A" in Exhibit C-4. An N/A response is only applicable for applicants seeking to be certified as an aggregator or broker.

C-5 Exhibit C-5 "Forecasted Financial Statements," provide two years of forecasted income statements for the applicant's ELECTRIC related business activities in the state of Ohio Only, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer. The forecasts should be in an annualized format for the two years succeeding the Application year.

- C-6 Exhibit C-6 "Credit Rating," provide a statement disclosing the applicant's credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody's Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant's parent or affiliate organization that guarantees the obligations of the applicant. If an applicant or its parent does not have such a credit rating, enter "N/A" in Exhibit C-6.
- C-7 <u>Exhibit C-7 "Credit Report,"</u> provide a copy of the applicant's credit report from Experion, Dun and Bradstreet or a similar organization. An applicant that provides an investment grade credit rating for Exhibit C-6 may enter "N/A" for Exhibit C-7.
- C-8 <u>Exhibit C-8 "Bankruptcy Information,"</u> provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.
- C-9 <u>Exhibit C-9 "Merger Information,"</u> provide a statement describing any dissolution or merger or acquisition of the applicant within the two most recent years preceding the application.
- C-10 Exhibit C-10 "Corporate Structure," provide a description of the applicant's corporate structure, not an internal organizational chart, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America. If the applicant is a stand-alone entity, then no graphical depiction is required and applicant may respond by stating that they are a stand-alone entity with no affiliate or subsidiary companies.

Signature of Applicant & Title

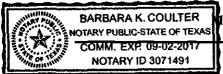
Sworn and subscribed before me this 16th day of August

Month

Signature of official administering oath

Barbara K. Coulter

Print Name and Title



AFFIDAVIT

State of Texas:
(Town) ss.
County of <u>Harris</u> :
Steuen Moffitt, Affiant, being duly sworn/affirmed according to law, deposes and says that:
He/She is the <u>President</u> (Office of Affiant) of(Name of Applicant)

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

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

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

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

Steven Moffitt, President

Steven Moffitt, President day of August, 2017

Sworn and subscribed before me this day of August, Year

Barbara K. Coulter

BARBARA K. COULTER NOTARY PUBLIC-STATE OF TEXAS COMM. EXP. 09-02-2017 **NOTARY ID 3071491**

My commission expires on 9 - 2 - 2017

Exhibit A-12

Principal Officer, Directors, & PartnersHistory

7. SEC. 1. C. S. C. W. W. T.	
Name	Title
Moffitt, Steven	President
Frotte, Gaetan	Treasurer
Callen, David	Vice President
Conn, Averill	Vice President
Koomar, Krisshna	Vice President
Mackey, Glen Edwin	Vice President
Mason, Richard	Vice President
Doyle, Clare H.	Secretary
Fry, Deborah R.	Assistant Secretary
Tompkins, Judith	Assistant Secretary

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1.

Exhibit A-13

Company History

Exhibit A-13 – Company History

Energy Choice Solutions' (d/b/a Retail Energy Exchange, or REX) commitment to making the industry better for suppliers, brokers and commercial customers started in 2006 when its founders were innovating the first web-based software solutions automating supplier back office functions and expediting energy quote turnaround.

Developers of the industry's first "broker portals," REX's leadership founded Energy Choice Solutions, LLC DBA EnergyWize in 2011 with an industry wide perspective of the inefficiencies hindering suppliers and brokers and the resulting impacts on customer choice, pricing, and service quality. The company attracted hundreds of brokers and 50 leading energy suppliers.

In 2015, EnergyWize was acquired by NRG Energy, Inc. and re-launched as Retail Energy Xchange, expanding its product and service offering to 21 states.

Exhibit A-14

Articles of Incorporation and Bylaws

AMENDED & RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF

ENERGY CHOICE SOLUTIONS LLC

a Texas Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Energy Choice Solutions LLC (the "Company"), dated as of July 17, 2015, is adopted by, and executed and agreed to, for good and valuable consideration, by its Sole Member, NRG Advisory Services LLC, a Delaware limited liability company.

ARTICLE I DEFINITIONS

- 1.1 Definitions. As used in this Agreement, the following terms have the following meanings:
- "Act" means the Texas Limited Liability Company Act and any successor statute, as amended from time to time.
 - "Agreement" has the meaning given that term in the introductory paragraph.
- "Capital Contribution" means the aggregate contribution by a Member to the capital of the Company.
 - "Certificate" has the meaning given that term in Section 2.1.
 - "Company" has the meaning given that term in the introductory paragraph.
 - "Covered Person" has the meaning given that term in Section 3.2.
- "Dispose" or "Disposition" means a sale, assignment, transfer, exchange or other disposition (including, without limitation, by operation of law); provided, however, that this definition does not include the granting and/or perfection of a security interest, lien or encumbrance.
- "Incapacity" or "Incapacitated" means (a) with respect to a natural Person, the bankruptcy, death, incompetency or insanity of such Person and (b) with respect to any other Person, the bankruptcy, liquidation, dissolution or termination of such Person.
 - "Indemnitee" has the meaning given such term in Section 5.2.
- "Majority Members" means Members holding a majority of the Units owned by all Members or, if there is only one Member, such Member.

"Member" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member of the Company.

"Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

"Proceeding" has the meaning given such term in Section 5.2.

"Units" means the units of each Member representing such Member's interest in the income, gains, losses, deductions and expenses of the Company as set forth in <u>Schedule A</u> hereto, as amended from time to time in accordance with the terms of this Agreement.

1.2 Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II ORGANIZATION

- 2.1 Formation. The Company has been organized as a Texas limited liability company by the filing of a Certificate of Formation (the "Certificate") under and pursuant to the Act.
- 2.2 Name. The name of the Company is "Energy Choice Solutions, LLC" and all Company business shall be conducted in that name or such other names that comply with applicable law as the Majority Members may select from time to time.
- 2.3 Registered Office; Registered Agent; Principal Office; Other Offices. The registered office of the Company required by the Act to be maintained in the State of Texas shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Majority Members may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Certificate or such other Person or Persons as the Majority Members may designate from time to time in the manner provided by law. The principal office of the Company shall be at such place as the Majority Members may designate from time to time, which need not be in the State of Texas.
- 2.4 Purposes. The purposes of the Company are to engage in any business or activity that is not prohibited by the Act or the laws of the jurisdictions in which the Company engages in such business or activity.

- 2.5 Foreign Qualification. Prior to the Company's conducting business in any jurisdiction other than Texas, the Majority Members shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Majority Members, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.
- 2.6 Term. The term of the Company commenced on the date the original certificate of formation was filed with the office of the Secretary of State of Texas and shall continue in existence until termination and dissolution thereof as determined under <u>Section 8.1</u> of this Agreement.
- 2.7 No State-Law Partnership. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and, if applicable, state tax purposes, and this Agreement shall not be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for federal and, if applicable, state income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.
- 2.8 Unit Certificates. The number of authorized Units shall initially be one thousand (1,000). Units may be represented by one or more certificates in such form as the Majority Members may from time to time approve, and shall be subject to such rules for the issuance thereof as the Majority Members may from time to time determine.
- 2.9 All Interests shall be Securities. All interests in the Company shall be securities governed by Article 8 of the Uniform Commercial Code and shall be evidenced by certificates. The certificated interests shall be in registered form within the meaning of Article 8 of the Uniform Commercial Code.

ARTICLE III MEMBERS, UNITS AND DISTRIBUTIONS

3.1 Members.

- (a) The names, residence, business or mailing addresses and the Units of the Members are set forth in <u>Schedule A</u>, as amended from time to time in accordance with the terms of this Agreement.
- (b) No Member, as such, shall be required to lend any funds to the Company or to make any additional contribution of capital to the Company, except as otherwise required by applicable law or by this Agreement. Any Member may, with the approval of the Majority Members, make loans to the Company, and any loan by a Member to the Company shall not be considered to be a Capital Contribution.

(c) Each Member shall execute a counterpart of this Agreement, and when a Person is admitted as a Member, such Person shall execute a counterpart of this Agreement and such Person shall be listed as a Member on Schedule A with such Member's address and Units.

3.2 Liability of Members.

- (a) To the fullest extent permitted by applicable law, no Member, officer or employee of the Company or any employee of any such Member (in each case, a "Covered Person") shall (x) have any duty, including but not limited to fiduciary duties of loyalty and care, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, and (y) have any personal liability whatsoever in its capacity as a Member or otherwise, whether to the Company, to any of the Members, to the creditors of the Company or to any other third party, for the debts, liabilities, commitments or any other obligations of the Company or for any losses of the Company. Therefore, a Member shall be liable only to make Capital Contributions to the Company and the other payments as provided herein.
- (b) If the Member receives a distribution from the Company, the Member will have no liability under the Act or other applicable law for the amount of the distribution after the expiration of twelve months from the date of the distribution, unless an action to recover the distribution from the Member is commenced prior to the expiration of the twelve-month period and an adjudication of liability against the Member is made in such action.
- (c) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) or liabilities relating thereto to the Company or another Person, such Covered Person acting in accordance with this Agreement shall not be liable to the Company or any other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity and shall replace such other duties and liabilities of such Covered Person.
- 3.3 Member Units. Each Member's interest in the Company, including such Member's interest in income, gains, losses, deductions and expenses of the Company and the right to vote on certain matters as provided in this Agreement, shall be represented by the Units owned by such Member.
- 3.4 Issuance of Additional Units and Interests. The Majority Members shall have the right to cause the Company to create and issue or sell: (i) additional Units or other interests in the Company (including other classes or series thereof having different rights), (ii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into Units or other interests in the Company and (iii) warrants, options or other rights to purchase or otherwise acquire Units or other interests in the Company. Upon the acquisition of any Units or other interests in the Company by a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement and shall become a Member hereunder, and Schedule A hereto shall be amended to reflect such issuance and new Member.

3.5 Distributions. Subject to the provision of the Act, the Majority Members shall have sole discretion regarding the amounts and timing of distributions to Members, in each case subject to the retention of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company which shall include (but not by way of limitation) the payment or the making of provision for the payment when due of Company obligations, including the payment of any management or administrative fees and expenses or any other obligations.

ARTICLE IV MANAGEMENT

- 4.1 Management. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of the Members, and the Members shall make all decisions and take all actions for the Company, except as set forth herein.
 - 4.2 Actions; Delegation of Authority and Duties.
- (a) In managing the business and affairs of the Company and exercising its powers, the Members shall act through (i) meetings and written consents pursuant to Sections 4.3 and 4.4, and (ii) any Person to whom authority and duties have been delegated pursuant to Section 4.2(b).
- (b) The Majority Members may, from time to time, delegate to one or more Persons such authority and duties as the Majority Members may deem advisable. In addition, the Majority Members may assign titles to any such Persons and delegate to such other individuals certain authority and duties, including as provided in <u>Section 4.6</u>. Any delegation pursuant to this <u>Section 4.2(b)</u> may be revoked at any time by the Majority Members.

4.3 Meetings.

- (a) The Majority Members shall constitute a quorum for the transaction of business of the Company, and except as otherwise provided in this Agreement, the act of the Majority Members present at a meeting of the Members at which a quorum is present shall be the act of the Members.
- (b) Meetings of the Members may be held at such place or places as shall be determined from time to time by resolution of the Members. At all meetings of the Members, business shall be transacted in such order as shall from time to time be determined by resolution of the Majority Members. Regular meetings of the Members shall be held at such times and places as shall be designated from time to time by resolution of the Majority Members. Notice of such meetings shall not be required. Special meetings of the Members may be called by the Majority Members, and notice of such meeting need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law.

- 4.4 Action by Written Consent or Telephone Conference. Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Members may be taken without a meeting if a consent, in writing, setting forth the action to be taken, is signed by the Majority Members. Such consent shall have the same force and effect as a unanimous vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Texas, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Members. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Members may participate in and hold a meeting by means of a telephone conference or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting.
- 4.5 Conflicts of Interest. Each Covered Person at any time and from time to time may engage in and own interests in other business ventures of any and every type and description, independently or with others (including ones in competition with the Company) with no obligation to offer to the Company or any other Covered Person the right to participate therein. The Company may transact business with any Covered Person or affiliate thereof provided that the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

4.6 Officers.

- Persons to be officers of the Company. No officer need be a resident of the State of Texas, or a Member. Any officers so designated shall have such authority and perform such duties as the Majority Members may, from time to time, delegate to them. The Majority Members may assign titles to particular officers. Unless the Majority Members otherwise decides, if the title is one commonly used for officers of a corporation, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office of a corporation. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Majority Members.
- (b) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Majority Members. Any officer may be removed as such, either with or without cause, by the Majority Members. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Majority Members.

ARTICLE V INDEMNIFICATION

Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, no Covered Person shall be liable to the Company or any other Person bound by this Agreement for any act or omission in relation to (a) the Company, its property or the conduct of its business or affairs, (b) this Agreement or any related document or (c) any transaction or investment contemplated by this Agreement or any related document, in each case, taken or omitted by such Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

5.2 Indemnification.

- To the fullest extent permitted by applicable law, and without in any way (a) limiting the indemnification provisions set forth in the Amended and Restated Certificate of Incorporation or the Second Amended and Restated By-Laws of NRG Energy, Inc., or any successor governing documents, each Covered Person who was or is made a party or is threatened to be made a party to or is otherwise involved (including involvement as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he, she or it is or was a Covered Person or, while a Covered Person, is or was serving at the request of the Company or any parent or subsidiary of the Company as a director, officer, employee, partner, member, manager, trustee, fiduciary or agent of another limited liability company or of a partnership, joint venture, corporation, trust or other entity or enterprise, including service with respect to an employee benefit plan (an "Indemnitee") shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees and costs, judgments, fines, excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith. Such indemnification shall continue as to an Indemnitee who has ceased to be a director, officer, employee, partner, member, manager, fiduciary, agent, or Covered Person, and shall inure to the benefit of the Indemnitee's heirs, executors and administrators; provided, however, that, except with respect to Proceedings to enforce rights to indemnification or advance of expenses, the Company shall not indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee except to the extent such Proceeding (or part thereof) was authorized in writing by the Majority Members.
- (b) To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by a Covered Person defending any Proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such Proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified as authorized in this Section 5.2.

- (c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.
- (d) <u>Section 3.2</u> and this <u>Article V</u> shall survive any termination of this Agreement.
- 5.3 Amendments. Any repeal or modification of this Article V shall not adversely affect any rights of such Covered Person pursuant to this Article V, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE VI TAXES AND BOOKS

- 6.1 Tax Returns. The Majority Members shall cause to be prepared and filed all necessary federal and state income tax returns for the Company, including making any elections the Majority Members may deem appropriate and in the best interests of the Members.
- 6.2 Books. The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members. The calendar year shall be the accounting year of the Company.

ARTICLE VII TRANSFERS

- 7.1 Assignment by Members. No Member shall sell, assign or transfer, or offer to sell, assign or transfer or otherwise Dispose of all or any part of such Member's Units or other interests in the Company (whether voluntarily or involuntarily) without the prior written consent of the Majority Members.
- 7.2 Void Assignment. Any sale, exchange or other transfer by any Member of any Units or other interests in the Company in contravention of this Agreement shall be void and ineffectual and shall not bind or be recognized by the Company or any other party.

7.3 Substituted Member.

(a) An assignee of any Units or other interests in the Company of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if and only if the assignor gives the assignee such right.

(b) Upon the admission of a substituted Member, <u>Schedule A</u> attached hereto shall be amended to reflect the name, address and Units and other interests in the Company of such substituted Member and to eliminate the name and address of and other information relating to the assigning Member with regard to the assigned Units and other interests in the Company.

7.4 Effect of Assignment.

- (a) Any Member who shall assign any Units or other interest in the Company shall cease to be a Member of the Company with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest.
- (b) Upon the assignment of any Units or other interests in the Company to a Person who is not a Member, such Person shall execute and deliver a counterpart of this Agreement. However, any Person who acquires in any manner whatsoever any Units or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all the terms and conditions of this Agreement that any predecessor in such Units or other interest in the Company of such Person was subject to or by which such predecessor was bound.
- 7.5 Effect of Incapacity. Except as otherwise provided herein, the Incapacity of a Member shall not dissolve or terminate the Company. In the event of such Incapacity, the executor, administrator, guardian, trustee or other personal representative of the Incapacitated Member shall be deemed to be the assignee of such Member's Units or other interests in the Company and may, subject to Section 7.1, become a substituted Member upon the terms and conditions set forth in Section 7.3.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

- 8.1 Dissolution. The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following:
 - (a) the written consent of the Majority Members;
- (b) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act; or
 - (c) on the dissolution date set forth in the Certificate, if one is stated.
- 8.2 Liquidation and Termination. On dissolution of the Company, the Majority Members may appoint one or more Members as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the

power and authority of the Members. The steps to be accomplished by the liquidators are as follows:

- (a) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof; and
- (b) all remaining assets of the Company shall be distributed to the Members in accordance with <u>Section 3.5</u> by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this <u>Section 8.2</u>. The distribution of cash and/or property to a Member in accordance with the provisions of this <u>Section 8.2</u> constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

8.3 Cancellation of Certificate. On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Majority Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Texas, cancel any other filings made pursuant to Section 2.5 and take such other actions as may be necessary to terminate the Company.

ARTICLE IX GENERAL PROVISIONS

9.1 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested, by a nationally recognized overnight courier service, or by delivering that writing to the recipient in person, by courier (with return receipt), or by facsimile or e-mail transmission (provided that in the case of facsimile or e-mail transmission, a copy is sent on or before the next business day by a nationally recognized overnight courier service); and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it (in the case of facsimile or e-mail, upon delivery by such facsimile or e-mail). All notices, requests, and consents to be sent to a Member must be sent to or made at the address given for that Member on Schedule A, or such other address as that Member may specify by notice to the other Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein. shall be deemed equivalent to the giving of such notice.

- 9.2 Entire Agreement. This Agreement constitutes the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements among the Members with respect to the Company, whether oral or written.
- 9.3 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.
- 9.4 Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by the Majority Members.
- 9.5 Binding Effect. Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.
- 9.6 Governing Law; Severability. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and any provision of the Certificate or any mandatory provision of the Act, the applicable provision of the Certificate or the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected thereby and that provision shall be enforced to the greatest extent permitted by law.
- 9.7 Counterparts. This Agreement may be executed in multiple counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

* * * * * *

IN WITNESS WHEREOF, the Sole Member has executed this Agreement as of the date first set forth above.

NRG ADVISORY SERVICES LLC

Name: Deborah R. Fr

Title: Assistant Secretary

SCHEDULE A

MEMBER(S) UNITS

NRG ADVISORY SERVICES LLC 1,000

TOTAL 1,000



Office of the Secretary of State

CERTIFICATE OF FILING OF

Energy Choice Solutions LLC File Number: 801645641

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

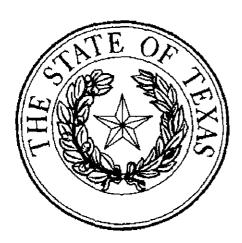
Dated: 08/27/2012

: 7

Effective: 08/27/2012

Phone: (512) 463-5555

Prepared by: Dee Harris



Hope Andrade Secretary of State

TID: 10306

Exhibit A-15

Secretary of State



DATE: 02/27/2014 DOCUMENT ID 201405800757

DESCRIPTION REG. OF FOR. PROFIT LIM. LIAB. CO. (LFP)

FILING 125.00 EXPED .00 PENALTY

CERT

COPY

Receipt

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

ENERGYWIZE SERVICES LLC
ATTN JEFF ANDERSON
15455 DALLAS PARKWAY, SUITE 1400
ADDISON, TX 75001

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted 2272505

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

ENERGYWIZE SERVICES LLC (ENERGY CHOICE SOLUTIONS LLC)

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

Document(s)

Document No(s):

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

201405800757

Effective Date: 02/25/2014



United States of America State of Ohio Office of the Secretary of State Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 27th day of February, A.D. 2014.

on Husted

Ohio Secretary of State



DATE 10/06/2015 DOCUMENT ID 201527803986

FOREIGN LLC - REGISTRATION CORRECTION

EXPED FILING 50.00 0.00

0.00

CERT COPY 0.00 0.00

Receipt

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

CT CORPORATION SYSTEM JAMES H TANKS III 4400 EASTON COMMONS WAY, SUITE 125 COLUMBUS, OH 43219

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted 2272505

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

ENERGYWIZE SERVICES LLC (ENERGY CHOICE SOLUTIONS LLC)

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

Document(s)

Document No(s):

FOREIGN LLC - REGISTRATION CORRECTION

Effective Date: 10/02/2015

201527803986



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

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 6th day of October, A.D. 2015.

Jon Hustel

Ohio Secretary of State



Form 543B Prescribed by: Ohio Secretary of State JON HUSTED Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryoiState.gov
Busserv@OhioSecretaryoiState.gov

Mail this form to one of the following:

Regular Filing (non expedite) P.O. Box 1329 Columbus, OH 43216

Expedite Filing (Two-business day processing time requires an additional \$100.00). P.O. Box 1390 Columbus, OH 43216

Foreign Limited Liability Company Certificate of Correction Filing Fee: \$50 (135-LFC)

Energy Choice Solutions LLC					
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Form 543B

Page 1 of 2

Last Revised: 5/14/2014

Form 543B

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Name			
1300 East Ninth Street Mailing Address		· ···	
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City City		Ohio State	44114 .
Oily		State	ZIF COUR
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Page 2 of 2

Last Revised: 5/14/2014

Exhibit B-1

Jurisdictions of Operation

Currently licensed:

Pending Licensure:

Exhibit B-1 "Jurisdictions of Operations"

	Electric Broker License	Natural Gas Broker License
CA	Not Required	Not Required
СТ	Not Required	Not Required
DC	Case #EA2014-06, Order	
	#17494	
DE	Not Required	Not Required
IL .	Order #14-0256	Order #14-0256
MD	IR-3319	(R-3320
ME	2016-00168	Not Required
NH	DM 16-149	N/A
נא	EA-0293	EA-0293
NY	Not Required	Not Required
ОН		#14-349G (1)
PA	A-2014-2425963	A-2014-2427220
RI	D-96-6 (U6)	
TX	Not Required	Not Required

Exhibit B-2

Experience and Plans

Exhibit B-2 "Experience & Plans

Energy Choice Solutions LLC d/b/a Retail Energy Xchange is an energy broker that holds contracts with leading retail electricity and natural gas suppliers and provides web-based sales productivity services, making it easier for sales agents to source and sell electricity and natural gas services to businesses.

Exhibit B-3

Summary of Experience

Exhibit B-3 "Summary of Experience"

Daniel Twichell, CEP, CEM Director of Procurement

The Association of Energy Engineers has certified Mr. Twichell as a Certified Energy Procurement Professional (CEP Professional®). He was a dual major (Economics and Psychology) at The University at Buffalo. As the Director of Procurement for NRG's Energy Choice Solutions d/b/a Retail Energy Xchange, Mr. Twichell has developed comprehensive price models complete with stimulations of potential market fluctuations. He has unparalleled knowledge of individual utility tariffs, which is used to examine each of the ten to twenty cost components of an electricity supply price. His responsibilities have expanded to the oversight and direction of the most experienced team of analysts and data acquisition specialists in the industry. Mr. Twichell is also an active member of the Association of Energy Engineers.

Elizabeth Flattery, CEP, Manager Market Operations Desk

The Association of Energy Engineers has certified Mrs. Flattery as a Certified Energy Procurement Professional (CEP Professional®). Elizabeth has over 5 years of industry experience working in all deregulated electric and natural gas markets across the United States. Mrs. Flattery is directly responsible for the pricing desk team, supplier relationships and project management.

Exhibit B-4

Disclosure of Liabilities and Investigations

Energy Choice Solutions LLC previously held a license with OH Public Utility Commission as an Electric Broker. That license expired in 2016.

Exhibit B-6

Disclosure of denied license

FILE

September 7, 2016

Company Name: EnergyWize Services, LLC dba Energy Choice Solutions, LLC Company Address: 15455 Dallas Parkway, Suite 1400, Addison, TX 75001 Case No(s): 14-507-EL-AGG

Re: Notice of Expiration of Certificate No. 14-802E (1) Certificate Expiration Date: 4-28-16

To Whom It May Concern:

This letter serves to provide notice that the above-listed certificate issued by the Public Utilities Commission of Ohio pursuant to the Ohio Revised Code, expired on the above-listed date, and the corresponding case(s) listed above will be closed by the Commission's Docketing Division.

As the above certificate has expired, the listed company must cease providing regulated service under the above certificate and notify any Ohio jurisdictional customer served thereunder that it is no longer operating in Ohio. Any company or company officer that continues to provide Ohio jurisdictional service under an expired certificate without Commission authorization may be assessed a civil forfeiture of not more than \$10,000 per day for each violation or failure to comply with a Commission order pursuant to Section 4905.54 of the Ohio Revised Code.

Questions regarding this notice should be directed to Melissa Scarberry of the Commission's Reliability and Service Analysis Division, Service Monitoring and Enforcement Department, at 614-644-7960 or Melissa.scarberry@puco.ohio.gov.

 7

CRES AUTOMATIC CASE ACTION FORM

Expired Certificate

Case	No. 14-507-EL-AGG
Date	Sent: 9-8-16
Date	Certificate Expired: 4-28-16
	pany Name and Company Name d/b/a: EnergyWize Services, LLC dba Energy Choice Solutions, LLC
Actio	on Needed:
\boxtimes	Cancel Certificate No. 14-802E (1)
	Close Case File, Case Withdrawn at Applicant's Request
1521	Cince Case File

9/9/2016

Service Notice For Case, 14-0507-EL-AGG

CASE NUMBER:

14-0507-EL-AGG

CASE DESCRIPTION:

ENERGY WIZE SERVICES LLC dba ENERGY CHOICE SOLUTIONS LLC

DATE OF SERVICE:

9/9/2016

DOCUMENT SIGNED ON: 9/9/14

Sign Here: #11C

APPLICANT

PARTY OF RECORD

ATTORNEY

ENERGY CHOICE SOLUTIONS DBA ENERGYWIZE

NONE

SERVICES LLC

211 CARNEGIE CENTER

PRINCETIN,NJ 08540

Phone:469-708-4222

Email: WWW. MYENERGYWIZE. COM

Annual Reports

Exhibit C-1 "Annual Reports"

Annual Reports for Energy Choice Solutions LLC's parent, NRG Energy, Inc. can be found online:

http://investors.nrg.com/phoenix.zhtml?c=121544&p=irol-IRHome

SEC Filings

Exhibit C-2 "SEC Filings"

SEC filings for Energy Choice Solutions LLC's parent, NRG Energy Inc. can be found online:

http://investors.nrg.com/phoenix.zhtml?c=121544&p=irol-IRHome

Financial Statements

Currency: Shown in USD unless otherwise indicated



Live Report: ENERGY CHOICE SOLUTIONS LLC

D-U-N-S® Number: 07-865-2624

Endorsement/Billing Reference: CSlaughter@reliant.com

D&B Address Endorsement: CSlaughter@reliant.com Address 400 Chisholm PI Ste 411 Location Type Single Location Plano, TX, US - 75075 Web

Phone 972 480-3000

Fax

Company Summary

Score Bar **PAYDEX®** Unavailable **Commercial Credit Score Class** Moderate to High Risk of severe payment delinguency. **Financial Stress Score Class** Moderate to High Risk of severe financial Credit Limit - D&B Conservative 750.00 Based on profiles of other similar companies. **D&B Rating** The information available does not permit us to DS classify the company.

D&B Company Overview

This is a single location

Manager	JEFF ANDERSON, MEMBER
Year Started	2012
Employees	5
SIC	7371
NAICS	541511

Commercial Credit Score Class

Commercial Credit Score Class: 4 🗣 Lowest Risk:1; Highest Risk:5

Detailed Trade Risk Insight™

No Detailed Trade Data is available for this D-U-N-S® Number

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	•
Judgments	0	-
Liens	0	•
Suits	0	-
UCCs	0	-

The public record items contained herein may have been paid, terminated, vacated or released prior to todays date.

Financial Stress Score Class

Financial Stress Score Class: 4 Lowest Risk:1;Highest Risk:5

FirstRain Compa	ny News
This Comp	oany is not currently tracked for Company

Predictive Scores

Powered by FirstRain

Currency: Shown in USD unless otherwise indicated
D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:



Compared to All US Businesses within the D&B Database:

- · Level of Risk: Low Risk
- Businesses ranked 5 have a probability of becoming no longer viable: 7 %
- Percentage of businesses ranked 5: 14 %
- Across all US businesses, the average probability of becoming no longer viable: 14 %



Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : Firmographics and Business Activity
- Level of Risk: Low Risk
- Businesses ranked 3 within this model segment have a probability of becoming no longer viable: 7 %
- Percentage of businesses ranked 3 with this model segment: 11 %
- $\bullet~$ Within this model segment, the average probability of becoming no longer viable: 16 %



Data Depth Indicator

Predictive Data: A

Descriptive Data: G

Data Depth Indicator:

√ Basic Firmographics

X No Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

Company Profile

Financial Data

Trade Payments

Company Size

Years in Business

Not Available

Not Available

Small

Established

Company Profile Details:

· Financial Data: Not Available

• Trade Payments: Not Available

• Company Size: Small (Employees: <10 and Sales: <\$10K or Missing)

· Years in Business: Established (5+)

Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating: DS

The DS rating indicates that the information available does not permit D&B to classify the company within our rating key.

Number of Employees Total:

_

D&B Credit Limit Recommendation

Conservative credit Limit

750

Aggressive credit Limit:

2,500

Risk category for this business:

MODERATE

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class: 4 • (Lowest Risk:1; Highest Risk:5)

Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: 0.84 % (84 per 10,000)
Financial Stress National Percentile: 12 (Highest Risk: 1; Lowest Risk: 100)
Financial Stress Score: 1406 (Highest Risk: 1,001; Lowest Risk: 1,875)
Average Risk of Severe Financial Stress for Businesses in D&B database: 0.48 % (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

No payment experiences. Limited time under present management control Higher risk legal structure.

Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification, It does not mean the firm will necessarily experience financial stress.

The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.

The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.

The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	12
Region: WEST SOUTH CENTRAL	44
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	52
Employee range: 1-9	52
Years in Business: 3-5	39

This Business has a Financial Stress Percentile that shows:

Higher risk than other companies in the same region.

Higher risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms).

The Credit Score class of 4 for this company shows that 9.4% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class: 4 Lowest Risk:1;Highest Risk:5

Incidence of Delinquent Payment

Among Companies with this Classification: 9.40 % Average compared to businesses in D&Bs database: 10.20 %

Credit Score Percentile: 30 (Highest Risk: 1; Lowest Risk: 100) Credit Score: 480 (Highest Risk: 101; Lowest Risk:670)

The Credit Score Class of this business is based on the following factors:

No payment experiences reported
Higher risk region based on delinquency rates for this region
Limited time under present management control
Higher risk industry based on delinquency rates for this industry
Limited business activity signals reported in the past 12 months

Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.

The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.

The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.

The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	30
Region: WEST SOUTH CENTRAL	52
Industry: BUSINESS, LEGAL AND ENGINEERING SERVICES	43
Employee range: 1-9	66
Years in Business: 3-5	43

This business has a Credit Score Percentile that shows:

Higher risk than other companies in the same region.

Higher risk than other companies in the same industry.

Higher risk than other companies in the same employee size range.

Higher risk than other companies with a comparable number of years in business.

Trade Payments

	Currency: Shown in USD unless otherwise indicated
D&B PAYDEX®	

Timeliness of historical payments for this company.

Current PAYDEX is Unavailable

Industry Median is 80 Equal to generally within terms

Payment Trend currently is Unavailable, compared to payments three months ago

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

Total payment Experiences in D&Bs File (HQ)	N/A
Payments Within Terms (not weighted)	N/A
Trade Experiences with Slow or Negative Payments(%)	N/A
Total Placed For Collection	N/A

High Credit Average	N/A
Largest High Credit	N/A
Highest Now Owing	N/A
Highest Past Due	N/A

D&B has not received a sufficient sample of payment experiences to establish a PAYDEX score.D&B receives nearly 400 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received. At this time, none of those experiences relate to this company.

Payment Habits

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

\$ Credit Extended	# Payment Experiences	Total Amount	% of Payments Within Terms
Over 100,000	0	0	0%
50,000-100,000	0	0	0%
15,000-49,999	0	0	0%
5,000-14,999	0	0	0%
1,000-4,999	0	0	0%
Under 1,000	0	0	0%

Based on payments collected over last 24 months.

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

Detailed payment history for this company

D&B has not received a sufficient sample of payment experiences to establish a PAYDEX score.D&B receives nearly 400 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received. At this time, none of those experiences relate to this company.

Public Filings

Currency: Shown in USD unless otherwise indicated Summary

A check of D&B's public records database indicates that no filings were found for ENERGY CHOICE SOLUTIONS ŁLC at 400 Chisholm Pt Ste 411 , Plano TX .

D&B's extensive database of public record information is updated daily to ensure timely reporting of changes and additions, It includes business-related suits, liens, judgments, bankruptcies, UCC financing statements and business registrations from every state and the District of Columbia, as well as select filling types from Puerto Rico and the U.S. Virgin Islands.

D&B collects public records through a combination of court reporters, third parties and direct electronic links with federal and tocal authorities. Its database of U.S. business-related filings is now the largest of its kind.

Special Events

Currency: Shown in USD unless otherwise indicated Special Events

06/09/2016

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

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview			
Company Name:		ENERGY CHOICE SOLUTIONS LLC	
Street Address:		400 Chisholm PI Ste 411 Plano , TX 75075	
Phone:		972 480-3000	
Present management co	ntrol	5 years	
History			
The following information v	was reported: 03/25/2017		
Officer(s):	JEFF ANDERSON, MEMBER		
Business started 2012.			
Business address has cha	nged from 15455 Dallas Parkway, Suite 1	1350, Addison, TX, 75001 to 400 Chisholm PI Ste 411, Plano, TX, 75075.	
Business Registration	n		
CORPORATE AND BUSII	NESS REGISTRATIONS REPORTED BY	THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF	
Sep 07 2017			
Registered Name:	ENERGY CHOICE SOLUTIONS LLC		
Business type:	DOMESTIC LIMITED LIABILITY CO		
State of incorporation:	TEXAS		
Filing date:	Aug 27 2012		
Registration ID:	0801645641		
Duration:	PERPETUAL		
Status:	IN EXISTENCE		
Where filed:	SECRETARY OF STATE, AUSTIN, TX		
Registered agent:	CT CORPORATION SYSTEM , 1999 BRYAN ST. SUITE 900 , DALLAS , TX , 752010000		
Principals:	SCOTT 8 HART PRESIDENT 211 CARNEGIE CENTER DRIVE PRINCETON NJ 085400000 RICHARD MASON VICE PRESIDENT 211 CARNEGIE CENTER DRIVE PRINCETON NJ 085400000 CHRISTOPHER S SOTOS TREASURER 211 CARNEGIE CENTER DRIVE PRINCETON NJ 085400000 CLARE H DOYLE SECRETARY 211 CARNEGIE CENTER DRIVE PRINCETON NJ 085400000 DEBORAH R FRY ASSISTANT SECRETARY 211 CARNEGIE CENTER DRIVE PRINCETON NJ 085400000		
Operations			
03/25/2017			
Employees:	5 which includes partners.		
Facilities:	Occupies premises in building.		
	Totalia browned in administ		

SIC:

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

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

7371 0300 Computer software development and applications

NAICS:

541511 Custom Computer Programming Services

Financials

Company Financials: D&B				•••••	
Additional Financial Data	***************************************	•••••	*****		
Request Financial Statements				••••	
Request Financial Statements					

Requested financials are provided by ENERGY CHOICE SOLUTIONS LLCand are not DUNSRight certified.

Key Business Ratios

D & B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance.

Industry Norma Barad On 205 Establishments

To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

Based on this Number of Establishments

205

	industry Norms Based On 205 Establishments			
	This Business	Industry Median	Industry Quartile	
Profitability				
Return on Sales %	UN	4.4	UN	
Return on Net Worth %	UN	20.4	UN	
Short-Term Solvency				
Current Ratio	UN	2.0	UN	
Quick Ratio	UN	1.5	UN	
Efficiency				
Assets to Sales %	UN	49.1	UN	
Sales / Net Working Capital	UN	5.3	UN	
Utilization				
Total Liabilities / Net Worth (%)	UN	59.3	UN	

UN = Unavailable

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Financial Arrangements

Exhibit C -4 "Financial Arrangements"

N/A

Forecasted Financial Statements

Exhibit C -5 "Forecasted Financial Statements"

Income Projection

	2018	2019
Revenue	\$ 19,772.83	\$ 11,782.09
Less : Expenses	\$ 17,302.09	\$ 10,026.16
Net income	\$ 2,470.73	\$ 1,755.93

Credit Rating

Exhibit C-6 "Credit Rating"

Credit Ratings for Energy Choice Solutions LLC's parent, NRG Energy, Inc. are as follows:

S&P is BB-

Moody's Ba3

Credit Report

Exhibit C-8 "Bankruptcy Information"

Energy Choice Solution d/b/a Retail Energy Exchange has not had any form of bankruptcy filing at this time.

Merger Information

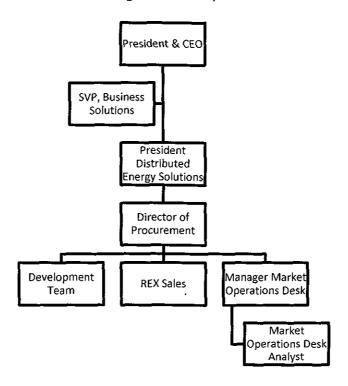
Exhibit C-9 "Merger Information"

Energy Choice Solutions was acquired by NRG Energy, Inc. on 7/17/2015.

Corporate Structure

Exhibit C-10 Corporate Structure

Energy Choice Solutions LLC d/b/a Retail Energy Xchange, a Texas limited liability company, is 100% owned by NRG Advisory Services LLC, a Delaware limited liability company. NRG Advisory Services LLC is 100% owned by NRG Energy, Inc. NRG Energy, Inc. is a publicly-held corporation traded on the New York stock exchange under the symbol NRG.



NRG and its subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America:

- 1. Reliant
- 2. Green Mountain
- 3. Cirro Energy
- 4. Pennywise Power
- 5. NRG
- 6. Energy Plus