# Ohio | Public Utilities Commission

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FILE

# INITIAL CERTIFICATION APPLICATION COMPETITIVE RETAIL NATURAL GAS BROKERS / AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit A-15 - 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 directly input information onto the form. You may also download the form by saving it to your local disk.

### SECTION A - APPLICANT INFORMATION AND SERVICES A-1 Applicant intends to be certified as: (check all that apply) Retail Natural Gas Aggregator Retail Natural Gas Broker Applicant information: A-2 Onyx Power & Gas Consulting LLC Legal Name Three Galleria Tower, 13155 Noel Rd, Ste. 900, Dallas, TX 75240 Address Web site Address www.onyxpg.com (972) 530-3013 Telephone No. Applicant information under which applicant will do business in Ohio: A-3Onyx Power & Gas Consulting LLC Address Three Galleria Tower, 13155 Noel Rd, Ste. 900, Dallas, TX 75240 Web site Address www.onyxpg.com Telephone No. (972) 530-3013 A-4 List all names under which the applicant does business in North America: Onyx Power & Gas Consulting A-5 Contact person for regulatory or emergency matters: Name Kevin Gooden Title President

Business Address Three Galleria Tower, 13155 Noel Rd, Ste. 900, Dallas, TX 75240

Telephone No. (972) 530-3013

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Email Address keving@onyxpg.com

Fax No. (214) 242-2828



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 natural gas 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 4901:1-27-09 of the Ohio Administrative Code.

CRNGS(competitive retail natural gas 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 4901:1-27-11 of the Ohio Administrative Code.

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

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

**IX. Questions:** Questions regarding filing procedures should be directed to <u>CRNGS@puc.state.oh.us</u>

X. Governing Law: The certification/renewal of CRNGS suppliers is governed by Chapters 4901:1-27 and 4901:1-29 of the Ohio Administrative Code, and Section 4929.20 of the Ohio Revised Code.

A-6	Contact person for Commission Staff use in investigating customer complaints:						
	Name Kevin Gooden	Title President					
	Business address Three Galleria Tower, 13155 Noel Rd	Ste. 900, Dallas, TX 75240					
	Telephone No. (972) 530-3013 Fax No. (214) 242	-2828 Email Address keving@onyxpg.com					
<b>A-7</b>	Applicant's address and toll-free number for o	eustomer service and complaints					
	Customer service address Three Galleria Tower, 13155	Noel Rd, Ste. 900, Dallas, TX 75240					
	Toll-Free Telephone No. (877) 916-3688 Fax No. (2	Email Address customersupport@onyxpg.co					
A-8		ee," in accordance with Section 4929.22 of the Ohio ress, telephone number, and Web site address of the					
	Name William Woods	Title Senior Energy Consultant					
	Business address Crown Centre Bldg 5005 Rockside	Rd, Ste. 600, Independence, OH 44131					
	Telephone No. (216) 573-3744 Fax No. (214) 242-26	Email Address williamw@onyxpg.com					
A-9	Applicant's federal employer identification nu	mber 45-3623714					
A-10	Applicant's form of ownership: (Check one)						
	<b>✓</b> Sole Proprietorship	Partnership					
	✓ Limited Liability Partnership (LLP)	☐ Limited Liability Company (LLC)					
	Corporation	Other S Corp					
A-11	currently providing service or intends to provide class that the applicant is currently serving commercial, and/or large commercial/industrial in Section 4929.01(L)(1) of the Ohio Revised Code, mean	gas company service area in which the applicant is de service, including identification of each customer or intends to serve, for example: residential, small (mercantile) customers. (A mercantile customer, as defined a customer that consumes, other than for residential use, more location within the state or consumes natural gas, other than for					

outside this state that has filed the necessary declaration with the Public Utilities Commission.)

residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, "Mercantile customer" excludes a not-for-profit customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or

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

	✓	Columbia Gas of Ohio	Intended Start Date	10/01/2018
	<b>V</b>	Dominion East Ohio	Intended Start Date	10/01/2018
	✓	Duke Energy Ohio	Intended Start Date	10/01/2018
I	✓	Vectren Energy Delivery of Ohio	Intended Start Date	10/01/2018

#### PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- A-14 Exhibit A-14 "Principal Officers, Directors & Partners," provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-15 <u>Exhibit A-15 "Company History,"</u> provide a concise description of the applicant's company history and principal business interests.
- A-16 Exhibit A-16 "Articles of Incorporation and Bylaws," if applicable, provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto.
- A-17 <u>Exhibit A-17 "Secretary of State,"</u> provide evidence that the applicant is currently registered with the Ohio Secretary of the State.

## SECTION B - APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

#### PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- **B-1** Exhibit B-1 "Jurisdictions of Operation," provide a current list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail natural gas service, or retail/wholesale electric services.
- B-2 <u>Exhibit B-2 "Experience & Plans,"</u> provide a current description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.
- **B-3** Exhibit B-3 "Summary of Experience," provide a concise and current summary of the applicant's experience in providing the service(s) for which it is seeking to be certified to provide (e.g., number and types of customers served, utility service areas, volume of gas supplied, etc.).
- B-4 <u>Exhibit B-4 "Disclosure of Liabilities and Investigations,"</u> provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocations of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational

status or ability to provide the services it is seeking to be certified to provide.

B-5	<b>Exhibit</b>	B-5	"Disclosure	of	Consume	r Protection	<u>Violations</u> ,"	disclose	whether	the	applicant,
	affiliate,	prede	ecessor of the	app	licant, or a	ny principal c	officer of the a	plicant ha	as been co	nvic	ted or held
	liable fo	r frau	d or for violat	ion	of any con	sumer protect	tion or antitrus	t laws wit	hin the pa	ıst fi	ve years.

7 I	No	☐ Yes
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If Yes, provide a separate attachment labeled as <u>Exhibit B-5</u> "Disclosure of Consumer Protection Violations," detailing such violation(s) and providing all relevant documents.

B-6 Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation," disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail natural gas or retail/wholesale electric service denied, curtailed, suspended, or revoked, or whether the applicant or predecessor has been terminated from any of Ohio's Natural Gas Choice programs, or been in default for failure to deliver natural gas.

	7	No		Y	es
LL				-	

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

## SECTION C - APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

C-1 Exhibit C-1 "Annual Reports," provide the two most recent Annual Reports to Shareholders. If the applicant does not produce annual reports, the applicant should 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 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 current financial arrangements 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 guarantor 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 <u>Exhibit C-5 "Forecasted Financial Statements</u>," provide two years of forecasted income statements for the applicant's NATURAL GAS 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 current credit rating as reported by two of the following organizations: Duff & Phelps, Fitch IBCA, Moody's Investors Service, Standard & Poor's, 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 an 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 Exhibit C-7 "Credit Report," provide a copy of the applicant's current 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 Exhibit C-8 "Bankruptcy Information," provide a list and description of any reorganizations, protection from creditors, or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.
- C-9 Exhibit C-9 "Merger Information," provide a statement describing any dissolution or merger or acquisition of the applicant within the 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.

## SECTION D - APPLICANT TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

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

Applicant Signature and Title Kenn Joseph

Sworn and subscribed before me this 05 day of Octiber Month 2018 Year

Signature of official administering oath

Raquel Acevalo
Print Name and Title

My commission expires on Aughsol 6, 2022



# The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service Affidavit Form (Version 1.07)

In	the Matter of the Application of						
for	for a Certificate or Renewal Certificate to Provide Case NoGA-AGG						
Co	mpetitive Retail Natural Gas Service in Ohio.						
	te of Texas						
	[Affiant], being duly sworn/affirmed, hereby states that:						
(1)	The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.						
(2)	The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.						
(3)	The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.						
(4)	Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.						
(5)	Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.						
(6)	Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.						
(7)	Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.						
(8)	Affiant further sayeth naught.						
	Affiant Signature & Title						
	Sworn and subscribed before me this 65 day of October Month 2018 Year						
	RaquelBAcevedo						
	Signature of Official Administering Oath  Print Name and Title						
1	RAQUEL BARBARA ACEVEDO Notary ID #131671528 My Commission Expires August 6, 2022  My commission Expires August 6, 2022						

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

Kevin Gooden, President

Three Galleria Tower 13155 Noel Rd, Ste. 900 Dallas, TX 75240

(972) 530-3013, Office (214) 632-0125, Mobile (214) 242-2828, Fax



#### Exhibit A-15 "Company History,"

Onyx Power & Gas Consulting was formed as a Texas Limited Liability Company Sole Proprietorship under President Kevin Gooden and made effective October 7, 2011 - File Number 801490896. Since 2009, Onyx began serving the needs of consumers from its headquarters in Dallas, TX. Having observed massive industry changes since 2004, Onyx client commitment to educate and to mitigate risk remained steadfast.

When Texas deregulation occurred early 2000, there was a general belief that competitive and open market structures would lead to lower prices. The deregulation of a number of markets occurred during a fundamental shift in the energy industry. As a result, over the past decade the rapid volatility in wholesale energy costs has significantly altered the pricing environment for every individual and business in the United States.

Onyx recognized the need for the development of objective risk management strategies and large-scale hedging programs for natural gas. Over time Onyx has built an impressive client list that includes many of the US largest utility providers.

Today Onyx remains focused on continuing its expertise in energy risk management for both utility and retail industrial/commercial customers.

#### **Full Suite Of Energy Management Services**

- Energy procurement
- Energy supplier bid analysis and comparison
- Contract evaluation
- · Energy audits
- Bill auditing
- Market analysis
- Reverse Auction Platform
- Efficiency programs, and more

#### **Proposed Operations In Ohio**

Onyx is applying for a Natural Gas Broker license in the State of Ohio to provide procurement plan consulting and electricity brokerage services to commercial and industrial consumers

#### Company Agreement

- A. THIS COMPANY AGREEMENT of Onyx Power & Gas Consulting LLC (the "Company") is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).
- B. The Members have formed a limited liability company under the Texas Business Organizations Code. The certificate of formation of the Company filed with the Texas Secretary of State is hereby adopted and approved by the Members.
- C. The Members enter into this agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

#### **ARTICLE 1: DEFINITIONS**

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the Texas Business Organizations Code.

"Capital Contribution" means the amount of cash, property or services contributed to the Company.

"Company" means Onyx Power & Gas Consulting LLC, a Texas limited liability company.

"Member" means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

"Membership Interests" means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A.

"Percentage Interest" means a percent ownership in the Company entitling the holder to an economic and voting interest in the Company.

"Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Unit" means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.

#### ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS

- 2.1 Initial Capital Contributions and Membership Interests. The Capital Contributions of the initial Members, as well as the Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.
- 2.2 Subsequent Contributions. No Member shall be obligated to make additional capital contributions unless unanimously agreed by all the Members.
- 2.3 Capital Accounts. Individual capital accounts may be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of profits, (2) decreased by that Member's share of losses and company expenses, (3) decreased by that Member's distributions and (4) adjusted as required in accordance with applicable tax laws.
- 2.4 **Interest**. No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.
- 2.5 **Limited Liability**. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

#### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

- 3.1 Allocations. The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to relative Membership Interests held by each Member.
- 3.2 **Distributions**. The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Interests. The timing and amount of distributions shall be determined by the Members in accordance with Texas law.

#### **ARTICLE 4: MANAGEMENT**

- 4.1 Management. The business of the Company shall be managed by the Members. In the event of a dispute between Members, final determination shall be made by a vote of the majority of the Members (unless a greater percentage is required in this Agreement or under Texas law). Any Member may bind the Company in all matters in the ordinary course of business.
- 4.2 Banking. The Members are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.
- 4.3 Officers. The Members are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Members. The current officers of the Company are listed on Exhibit B.

#### ARTICLE 5: ACCOUNTS AND ACCOUNTING

- 5.1 Accounts. Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying on reasonable notice by any Member or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member. The costs of such inspection and copying shall be borne by the Member.
- 5.2 **Records.** At all times during the term of existence of the Company, and beyond that term if the Members deems it necessary, the Members shall keep or cause to be kept the following:
  - (a) A current list of the full name and last known business or residence address of each Member, together with the date such person became a Member, his or her Capital Contribution, the amount and terms of any future Capital Contribution agreed upon by such Member, and the Membership Interest of each Member;
  - (b) A copy of the certificate of formation of the Company as may be amended from time to time ("Certificate of Formation") and any amendments;
  - (c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years; and
    - (d) An original executed copy or counterparts of this agreement and any

amendments.

- 5.3 **Income Tax Returns**. Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.
- 5.4 Tax Matters Member. Kevin Gooden shall act as tax matters member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

#### ARTICLE 6: MEMBERSHIP--MEETINGS, VOTING

- 6.1 Members and Voting Rights. Members shall have the right and power to vote on all matters with respect to which this agreement or Texas law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement, the certificate of formation or under the Texas Business Organizations Code (where a greater voting requirement may be needed), the vote of the Members holding a majority of the Membership Interests at a meeting of Members at which a quorum is present shall be required to approve or carry an action. A quorum shall consist of Members holding a majority of the Membership Interests.
- 6.2 **Meetings**. Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Notice shall be given not less than 10 days nor more than 60 days before the date of any meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting in writing, orally, or by attendance.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by Texas law, including by conference telephone or similar communications equipment. In addition, any action which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be taken, is signed by the Members having not fewer than the minimum number of votes that would be necessary to take the action at a meeting at which all Members entitled to vote on the action were present and voted.

- 6.3 Greater Voting Requirement. The affirmative vote, approval, or consent of a majority of all the Membership Interests is required to:
  - (a) change the status of the Company from one in which management is reserved to the Members to one in which management is vested in one or more Managers, or vice versa;

- (b) issue any additional Membership Interests in the limited liability company subsequent to the issuance of Membership Interests to the initial Members of the Company;
- (c) approve any merger, consolidation, conversion, share or interest exchange, or other transaction authorized by or subject to the provisions of Chapter Ten of the Texas Business Organizations Code;

- (d) voluntarily cause the wind up of the Company,
- (e) authorize any transaction, agreement, or action on behalf of the Company that is unrelated to its purpose as set forth in Certificate of Formation, if any such purpose is specified, or that otherwise contravenes this agreement; or
- (f) authorize any act that would make it impossible to carry on the ordinary business of the Company.

#### ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

- 7.1 Withdrawal. A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member which withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.
- 7.2 Restrictions on Transfer. A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person which acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Company Agreement by executing a consent in the form of Exhibit C.

#### ARTICLE 8: DISSOLUTION AND WINDING UP

- 8.1 Winding Up. The Company shall be wound up only upon the first to occur of the following events:
  - (a) The vote of Members holding a majority of the outstanding Membership Interests to dissolve the Company.
  - (b) Entry of a decree of judicial order to wind up the Company under Chapter 11 of the Texas Business Organizations Code.
  - (c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

8.2 No automatic dissolution upon certain events. Neither the death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

#### ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

"Proceeding," as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

9.2 Expenses. Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members or Managers, as the case may be, who are not seeking indemnification upon receipt of an undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

"Expenses," as used in this section, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this section.

#### ARTICLE 10: GENERAL PROVISIONS

10.1 Entire Agreement; Amendment. This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members.

- 10.2 Governing Law; Severability. This agreement shall be construed and enforced in accordance with the internal laws of the State of Texas. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.
- 10.3 **Benefit.** This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.
- 10.4 **Number and Gender.** Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.
- 10.5 No Third Party Beneficiary. This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Company Agreement as of the date below.

Dated: 10/11 / 11

Kevin Gooden

#### **EXHIBIT A**

#### **MEMBERS**

The following persons are the initial Members of the Company, and their initial capital contributions and ownership is set forth below.

Name Capital Contribution (\$)
Kevin Gooden \$5,000.00

Percentage Interest

100%

### **EXHIBIT B**

## **OFFICERS**

The following person(s) are elected as officers of the Company:

Name of Officer Kevin Gooden

<u>Title</u> President

#### **NEW MEMBER'S CONSENT**

The undersigned agrees to be bound as a Member by the terms of the Company Agreement of Onyx Power & Gas Consulting LLC as if the undersigned was a signatory thereof.

(Signature)

Name: Levis Goods

Date: 10 (17 / 11

Exhibit A-17 "Secretary of State,"

# \*201229800663\*

DATE: 10/24/2012 DOCUMENT ID 201229800663

DESCRIPTION REGISTRATION OF FOREIGN FOR PROFIT LLC (LFP) FILING 125.00 EXPED 100.00 PENALTY

CERT

COPY

Receipt

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

ONYX POWER & GAS CONSULTING LLC 13155 NOEL RD., STE. 900 THREE GALLERIA TOWER DALLAS, TX 75240

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

2146008

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

ONYX POWER & GAS CONSULTING LLC

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

Document(s):

Document No(s):

REGISTRATION OF FOREIGN FOR PROFIT LLC

201229800663



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 24th day of October, A.D. 2012.

Jon Husus

Ohio Secretary of State

# B-1 Exhibit B-1 "Jurisdictions of Operation,"

Texas New York Ohio Illinois Massachusetts

#### Exhibit B-2 "Experience & Plans,"

Kevin Gooden began his career in 2004 at GSE Consulting where he developed an expertise in the retail energy industry including, but not limited to, procurement for commercial and industrial consumers. In 2005, Kevin served as Director of Business Development for GSE Consulting with substantial experience in the areas of: strategic sales and marketing; budgeting, forecasting and planning; key account acquisition and retention; executive presentation and negotiations; prospecting and lead generation; cross industry marketing and selling; customer relationship management and staff development and management. As Founder and President of Onyx Power & Gas Consulting, Kevin has been involved in every aspect of Onyx's growth. Onyx has become an industry leader in price risk management consulting and execution.

- Spearheads consulting projects involving risk management program objective definition, budget setting, hedge strategy design, and program implementation, execution.
- 14 years experience in developing and implementing risk management strategies.

#### Education

Associates of Science Degree, Business Management - Texarkana College

#### Exhibit B-3 "Summary of Experience,"

Kevin Gooden began his career in 2004 at GSE Consulting where he developed an expertise in the retail energy industry including, but not limited to, procurement for commercial and industrial consumers. In 2005, Kevin served as Director of Business Development for GSE Consulting with substantial experience in the areas of: strategic sales and marketing; budgeting, forecasting and planning; key account acquisition and retention; executive presentation and negotiations; prospecting and lead generation; cross industry marketing and selling; customer relationship management and staff development and management. As Founder and President of Onyx Power & Gas Consulting, Kevin has been involved in every aspect of Onyx's growth. Onyx has become an industry leader in price risk management consulting and execution.

- Number of Customers 74
- Customer Type: Commercial & Industrial
- Utility/Service Area: Texas, New York, Georgia, New Jersey, Oklahoma, California
- 9790,144.4 Dth supplied

# Exhibit B-4 "Disclosure of Liabilities and Investigations

Not applicable

# Exhibit C-1 "Annual Reports,"

Not applicable. Onyx is a Sole Proprietorship and does not have Shareholders.

## Exhibit C-2 "SEC Filings,"

Onyx is not required to file with the SEC as it is not publically traded.

Exhibit C-3 "Financial Statements,"

#### **BALANCE SHEET**

As of December 31, 2017

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BUSINESSSELECT CHKG	29,843.67
Total Bank Accounts	\$29,843.67
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Allowance for Bad Debts	0.00
Employee Cash Advances	0.00
Payroll Corrections	0.00
Uncategorized Asset	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$29,843.67
Fixed Assets	
Autos	94,222.41
Total Fixed Assets	\$94,222.41
TOTAL ASSETS	\$124,066.08
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Credit Cards	
Onyx Credit Card	21,318.97
Total Credit Cards	\$21,318.97
Other Current Liabilities	
Chase LOC	10,326.65
Direct Deposit Payable	3,659.21
Payroll Liabilities	13.24
Child Support AG Case #0011282655	738.48
Child Support Case #0010566022	4,440.02
Federal Taxes (941/944)	3,254.97
Federal Unemployment (940)	168.00
NY MCTMT Employer Tax	0.00
NYS Employment Taxes	0.00
NYS Income Tax	0.00
OH Income Tax	7.00
OH Local Tax	3,653.59

	TOTAL
OH Unemployment Tax	0.00
TX Unemployment Tax	0.00
VA Income Tax	0.00
VA SUI Employer	0.00
Total Payroll Liabilities	12,275.30
Sales tax payable	0.00
Total Other Current Liabilities	\$26,261.16
Total Current Liabilities	\$47,580.13
Long-Term Liabilities	
N/P In Touch Credit Union	68,464.13
Total Long-Term Liabilities	\$68,464.13
Total Liabilities	\$116,044.26
Equity	
Kevin Contribution	85,792.70
Kevin Draw	-538,136.66
Retained Earnings	385,065.32
Net Income	75,300.46
Total Equity	\$8,021.82
TOTAL LIABILITIES AND EQUITY	\$124,066.08

## BALANCE SHEET

As of December 31, 2016

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BUSINESSSELECT CHKG	51,223.06
Total Bank Accounts	\$51,223.06
Accounts Receivable	
Accounts Receivable (A/R)	136,566.39
Total Accounts Receivable	\$136,566.39
Other Current Assets	
Allowance for Bad Debts	0.00
Employee Cash Advances	0.00
Payroll Corrections	0.00
Uncategorized Asset	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$187,789.45
TOTAL ASSETS	\$187,789.45
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Credit Cards	
Onyx Credit Card	19,822.93
Total Credit Cards	\$19,822.93
Other Current Liabilities	
Chase LOC	15,471.60
Direct Deposit Payable	0.00
Payroll Liabilities	13.24
Child Support AG Case #0011282655	0.00
Child Support Case #0010566022	0.00
Federal Taxes (941/944)	6,402.74
Federal Unemployment (940)	210.00
NY MCTMT Employer Tax	0.00
NYS Employment Taxes	0.00
NYS Income Tax	0.00
OH Income Tax	133.84
OH Local Tax	2,424.36
OH Unemployment Tax	0.00
TX Unemployment Tax	7.14
VA Income Ταχ	0.00
VA SUI Employer	0.00

	TOTAL
Total Payroll Liabilities	9,191.32
Sales tax payable	0.00
Total Other Current Liabilities	\$24,662.92
Total Current Liabilities	\$44,485.85
Total Liabilities	\$44,485.85
Equity	
Kevin Contribution	59,873.55
Kevin Draw	-301,635.27
Retained Earnings	279,540.54
Net Income	105,524.78
Total Equity	\$143,303.60
TOTAL LIABILITIES AND EQUITY	\$187,789.45

### PROFIT AND LOSS

January - December 2017

	TOTAL
Income	
Services	678,384.74
Total Income	\$678,384.74
GROSS PROFIT	\$678,384.7
Expenses	
Advertising	15,216.19
Automobile Expense	10,240.3
Bank Charges	907.0
Charitable Contribution	1,957.0
Child Support	4,915.4
Commissions & Fees	180,089.9
Dues & Subscriptions	3,637.6
Interest Expense	7,641.4
Legal & Professional Fees	250.0
Meals and Entertainment	10,594.0
Office Expenses	9,629.3
Payroll Expenses	375.8
Taxes	19,617.9
Wages	283,849.5
Total Payroll Expenses	303,843.3
Postage	240.1
Professional Fees	12,573.1
Rent or Lease	2,167.7
Repair & Maintenance	4,131.5
Shipping Expense	45.5
Software Expense	19,232.0
Travel	9,141.6
Utilities	6,630.7
Total Expenses	\$603,084.2
NET OPERATING INCOME	\$75,300.4
NET INCOME	\$75,300.4

# Onyx Power & Gas Consulting LLC

## **BALANCE SHEET**

As of December 31, 2016

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BUSINESSSELECT CHKG	51,223.06
Total Bank Accounts	\$51,223.06
Accounts Receivable	
Accounts Receivable (A/R)	136,566.39
Total Accounts Receivable	\$136,566.39
Other Current Assets	
Allowance for Bad Debts	0.00
Employee Cash Advances	0.00
Payroll Corrections	0.00
Uncategorized Asset	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$187,789.45
TOTAL ASSETS	\$187,789.45
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	0.00
Total Accounts Payable	\$0.00
Credit Cards	
Onyx Credit Card	19,822.93
Total Credit Cards	\$19,822.93
Other Current Liabilities	
Chase LOC	15,471.60
Direct Deposit Payable	0.00
Payroll Liabilities	13.24
Child Support AG Case #0011282655	0.00
Child Support Case #0010566022	0.00
Federal Taxes (941/944)	6,402.74
Federal Unemployment (940)	210.00
NY MCTMT Employer Tax	0.00
NYS Employment Taxes	0.00
NYS Income Tax	0.00
OH Income Tax	133.84
OH Local Tax	2,424.36
OH Unemployment Tax	0.00
TX Unemployment Tax	7.14
VA Income Tax	0.00
VA SUI Employer	0.00

	TOTAL
Total Payroll Liabilities	9,191.32
Sales tax payable	0.00
Total Other Current Liabilities	\$24,662.92
Total Current Liabilities	\$44,485.85
Total Liabilities	\$44,485.85
Equity	
Kevin Contribution	59,873.55
Kevin Draw	-301,635.27
Retained Earnings	279,540.54
Net Income	105,524.78
Total Equity	\$143,303.60
TOTAL LIABILITIES AND EQUITY	\$187,789.45

# Onyx Power & Gas Consulting LLC

## STATEMENT OF CASH FLOWS

January - December 2017

	TOTAL
OPERATING ACTIVITIES	
Net Income	75,300.46
Adjustments to reconcile Net Income to	
Net Cash provided by operations:	
Accounts Receivable (A/R)	136,566.39
Accounts Payable	0.00
Onyx Credit Card	1,496.04
Chase LOC	-5,144.95
Direct Deposit Payable	3,659.21
Payroll Liabilities:Child Support AG Case #0011282655	738.48
Payroll Liabilities:Child Support Case #0010566022	4,440.02
Payroll Liabilities:Federal Taxes (941/944)	-3,147.77
Payroll Liabilities:Federal Unemployment (940)	-42.00
Payroll Liabilities:OH Income Tax	-126.84
Payroll Liabilities:OH Local Tax	1,229.23
Payroll Liabilities:OH Unemployment Tax	0.00
Payroll Liabilities:TX Unemployment Tax	-7.14
Payroll Liabilities:VA Income Tax	0.00
Total Adjustments to reconcile Net	139,660.67
Income to Net Cash provided by operations:	
Net cash provided by operating activities	\$214,961.13
INVESTING ACTIVITIES	
Autos	-94,222.41
Net cash provided by investing activities	\$ -94,222.41
FINANCING ACTIVITIES	
N/P In Touch Credit Union	68,464.13
Kevin Contribution	25,919.15
Kevin Draw	-236,501.39
Net cash provided by financing activities	\$ -142,118.11
NET CASH INCREASE FOR PERIOD	\$ -21,379.39
Cash at beginning of period	51,223.06
CASH AT END OF PERIOD	\$29,843.67

# Onyx Power & Gas Consulting LLC

## STATEMENT OF CASH FLOWS

January - December 2016

	TOTAL
OPERATING ACTIVITIES	
Net Income	105,524.78
Adjustments to reconcile Net Income to Net	
Cash provided by operations:	
Accounts Receivable (A/R)	2,332.52
Employee Cash Advances	-4,732.62
Uncategorized Asset	-37,868.63
Accounts Payable	11,048.96
Onyx Credit Card	2,245.60
Chase LOC	15,471.60
Direct Deposit Payable	0.00
Payroll Liabilities	13.24
Payroll Liabilities:Child Support AG Case #0011282655	0.00
Payroll Liabilities:Child Support Case #0010566022	0.00
Payroll Liabilities:Federal Taxes (941/944)	1,043.50
Payroll Liabilities:Federal Unemployment (940)	0.00
Payroll Liabilities:NY MCTMT Employer Tax	0.00
Payroll Liabilities:NYS Employment Taxes	0.00
Payroll Liabilities:NYS Income Tax	0.00
Payroll Liabilities:OH Income Tax	112.19
Payroll Liabilities:OH Local Tax	1,960.80
Payroll Liabilities:OH Unemployment Tax	0.00
Payroll Liabilities:TX Unemployment Tax	-263.31
Payroll Liabilities:VA Income Tax	-36.29
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-8,672.44
Net cash provided by operating activities	\$96,852.34
FINANCING ACTIVITIES	,
Kevin Contribution	6,460.52
Kevin Draw	-101,976.15
Net cash provided by financing activities	\$ -95,515.63
NET CASH INCREASE FOR PERIOD	\$1,336.71
Cash at beginning of period	49,886.35
CASH AT END OF PERIOD	\$51,223.06

#### **CERTIFICATION OF PRESIDENT**

I, Kevin Gooden, certify that:

I have reviewed the enclosed financial reports on Form 10-Q of Onyx Power & Gas Consulting LLC;

Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

Date: September 12, 2014

/s/ Kevin Gooden
Kevin Gooden

## Exhibit C-4 "Financial Arrangements,"

NA - Onyx will not take ownership of the commodity.

Exhibit C-5 "Forecasted Financial Statements,"

	£	Balanc <u>e</u> :	She	et Proje	cti	on				
ASSETS		Year 1		Year 2		Year 3		Year 4		Year 5
Current Assets	Τ-									
Cash	\$	223,506	\$	653,234	\$	1,747,778	\$	3,570,150	\$	6,279,941
Accounts Receivable	\$	-	\$		\$	-	\$		\$	
Supplies	\$	-	\$		\$		\$	<u> </u>	\$	
Total Current	\$	223,606	\$	653,234	\$	1,747,778	\$	3,570,150	\$	6,279,941
Fixed Assets	+-					<del></del>				
Computer/Technology Equipment	\$	5,000	\$	10,000	\$	20,000	\$	30,000	\$	40,000
Office Furniture & Fixtures	5	5,000	\$	10,000	\$	15,000	\$	20,000	5	25,000
······································	\$		\$	-	\$	-	\$		\$	
<u> </u>	5		\$		\$		\$		5_	
Other Adj. for Rounding	5	4	\$	4	\$	4	\$	4	\$	12
Accumulated Depreciation	\$	(2,004)	\$	(6,000)	\$	(12,996)	\$	(22,992)	\$	(35,988)
Total Fixed	\$	8,000	\$	14,004	\$	22,008	\$	27,012	\$	29,024
Other	┼				_		_		-	
Goodwill	\$	•	\$	-	\$	-	\$		\$	
	\$	-	\$	-	\$	<del></del>	\$	-	\$	-
Total Other	\$		\$	-	\$	-	\$	-	5_	-
TOTAL ASSETS	\$	231,606	\$	667,238	\$	1,769,786	\$	3,597,162	\$	6,308,965
LIABILITIES						<u>.</u> !				
Current Liabilities										
Accounts Payable	5	<del></del>	5		5		5	-	5	
Loan Balance	5	205,804	Š	158,872	5	109,048	\$	56,152	5	
Total Current	\$	205,804	\$	158,872	\$	109,048	\$	56,152	\$	
Long Term Liabilities	+-				_				$\vdash$	
Mortgage and Loan	\$	-	\$	-	\$	-	\$		\$	-
Equity	5	-	\$	-	\$	-	5	-	5	-
Total Long Term	\$		\$	-	\$	-	\$	-	\$	-
Total Liabilities	5	205,804	\$	158,872	\$	109,048	\$	56,152	\$	
Shareholder Equity	_			· ·					l	
Paid in Capital	\$	-	\$	-	\$	-	\$	-	\$	-
Retained Earnings	15		\$	25,802	\$	508,366	5	1,660,738	5	3,541,010
Current Year Income/Loss	\$	25,802	\$	482,564	5	1,152,372	\$	1,880,272	5	2,767,955
Total Owner Equity	\$	25,802	\$	508,366	\$	1,660,738	5	3,541,010	\$	6,308,965
TOTAL LIABILITIES AND EQUITY	5	231,606	\$	667,238	\$	1,769,786	\$	3,597,162	\$	6,308,965

## Prepared by:

Venture Consulting (740) 350-5732 guthrie@venture-consulting.com

Profit and Loss Statement - Five-Year Annual										
		Year 1	-	Year 2		Year 3		Year 4		Year 5
Revenue				,						
Revenue	\$	538,168	\$	1,778,333	\$	3,547,503	\$	5,307,503	\$	7,379,691
Total Revenue	\$	538,168	\$	1,778,333	Ş	3,547,503	\$	5,307,503	\$	7,379,691
Direct Costs										
Direct Costs	\$	180,205	\$	573,746	\$	1,135,608	\$	1,694,605	\$	2,360,168
Total Direct Costs	\$	180,205	\$	573,746	\$	1,135,608	\$	1,694,605	\$	2,360,168
Gross Margin	\$	357,963	\$	1,204,587	\$	2,411,895	\$	3,612,898	\$	5,019,523
	Γ							· · · · ·		
Operating Expenses										
Salaries	\$	162,000	\$	308,004	\$	489,000	\$	594,000	\$	681,000
Employer Payroll Taxes and Benefits	\$	40,500	\$	77,004	\$	122,256	S	148,500	\$	170,256
					j					
			_				ļ		_	
Depreciation	\$	2,004	\$	3,996	\$	6,996	\$	9,996	\$	12,996
Advertising/Marketing	\$	48,000 12,000	\$	60,000	\$	90,000	\$	120,000	\$	150,000
Professional Services (Accountant/Lawyer)		<del></del>	\$	12,000	\$	12,000	\$	12,000	\$	12,000
Consulting Services (Development/iT/Operation Office Lease	\$	12,000 18,000	\$	12,000	\$	6,000	\$	6,000	\$	6,000
	·		\$	18,000	<u> </u>	18,000	\$	18,000	\$	18,000
Insurance	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	3,000
Utilities		3,600 2,400	-	3,996	\$	3,996	\$	3,996	\$_	3,996
Office Equipment/Supplies	\$	2,400	\$	3,000	\$	3,000	\$	5,000	5	3,000
Phones/internet/Web Services	\$	1,200	\$	2,004	\$	2,004	\$	2,004	\$	2,004
Office Software Cost	ب		\$	1,200	\$	1,200	5	1,200	<u>\$</u> _	1,200
Loan Interest Payment (Principal on Cash Flor	\$	14,000	\$	11,004	\$	8,196	\$	5,100	\$	1,848
	2	<del></del> -	\$		\$		\$		\$	<del>_</del>
	\$	<del></del>		:_	\$_		5	_ <del></del> _	\$	
~	\$	224 404	\$		\$		\$		\$	1.055.000
Total Operating Expenses	\$	321,104	\$	515,208	\$	765,648	\$	926,796	\$	1,065,300
Operating Profit	\$	36,859	\$	689,379	\$	1,646,247	\$	2,686,102	\$	3,954,223
Tax Burden (30%)	\$	11,057	s	206,815	s	493,875	s	805.830	5	1,186,268
Net Profit	\$	25,802	<u> </u>	482,564		1,152,372	_	1,880,272		2,767,955

Prepared by:

Venture Consulting (740) 350-5732 guthrie@venture-consulting.com

Cash Flow -Five Year Annual										
		Year 1		Year 2		Year 3		Year 4		Year 5
Operating Activities										
Net Income (after taxes)	\$	25,802	\$	482,564	\$	1,152,372	\$	1,880,272	\$	2,767,955
Adjustments to Reconcile										
Depreciation & Amortization	\$	2,004	\$	3,996	\$	6,996	\$	9,996	\$	12,996
Change In:					Γ				$L^-$	
Accounts Receivable	\$		\$	-	\$	-	\$		\$	
Inventories	\$		\$		\$		\$		Ş	
Accounts Payable	\$		\$		\$		\$		\$	<u> </u>
Other	, ş		\$		\$		\$	-	\$	-
Cash From Operating Activities	\$	2 <u>7,</u> 806	\$	486,560	\$	1,159,368	\$	1,890,268	\$	2,780,951
Investing Activities			j							
Capital Expenditures*	\$	(10,000)	\$	(10,000)	\$	(15,000)	\$	(15,000)	\$	(15,000)
Other Non-Expensed Expenditures*	\$		5	-	5		\$	-	\$	•
Cash Used in Investing	- 5	(10,000)	Ş	(10,000)	\$	(15,000)	Ş	(15,000)	\$	(15,000)
Financing Activities		••			1				<u> </u>	
Loan or Equity Infusion	\$	250,000	\$	-	Ş	-	\$	-	\$	•
Increase (Decrease) Long Term Debt	\$	(44,196)	\$	(46,932)	5	(49,824)	\$	(52,896)	\$	(56,160)
Increase (Decrease) Short Term Debt	\$	-	ş	-	5		5		\$	-
Dividends Paid	\$	•	\$	•	\$		\$		\$	-
Other	\$		\$		\$	-	\$	-	\$	-
Cash (Used In)From Financing	\$	205,804	5	(46 <u>.</u> 932)	\$	(49,824)	\$	(52,896)	\$	(56,160)
Increase (Decrease) in Cash	\$	223,610	\$	429,628	\$	1,094,544	\$	1,822,372	\$	2,709,791
							\$	-	\$	
Cash, Beginning of Year	ş		\$	223,506	\$	653,234	\$	1,747,778	\$	3,570,150
Cash , End of Year	S	223,606	s	653,234	s	1,747,778	ŝ	3,570,150	\$	6,279,941

Prepared by:

Venture Consulting (740) 350-5732 guthrie@venture-consulting.com

# Exhibit C-6 "Credit Rating,"

NA

Exhibit C-7 "Credit Report,"





Class Window

# 3-in-1 Credit Report for KEVIN R GOODEN

As of: 09/26/2018

Available until: 09/26/2019

Report Does Not Update

Section Title	Section Description
1. Credit Summary	Summary of account activity
2. Account Information	Detailed account information
3. <u>Inquiries</u>	Companies that have requested or viewed your credit information
4. Negative Information	Bankruptcies, liens, garnishments and other judgments
5. Personal Information	Personal data, addresses, employment history
6. <u>Dispute File Information</u>	How to dispute information found on this credit report

## **Credit Summary**

Your Credit Summary highlights the information in your credit file that is most important in determining your credit standing, distilling key credit information into one easy-to-read summary.

#### **Accounts**

Lenders usually take a positive view of individuals with a range of credit accounts - car loan, credit cards, mortgage, etc. -- that have a record of timely payments. However, a high debt to credit ratio on certain types of revolving (credit card) accounts and installment loans will typically have a negative impact.

	Equifax	TransUnion	Experian
Total Mortgage Accounts	2	2	2 ″
Balance	\$388,209	\$387,953	\$387,953
Credit Limit ②	\$447,999	\$447,999	\$447,999
Debt to Credit Ratio	87%	87%	87%
Total Installment Accounts	7 . 0	0	0
Balance	\$0	\$0	\$0
High Balance	N/A	N/A	N/A
Debt to Credit Ratio	N/A	N/A	N/A
Total Revolving Accounts	5 4 4 4	3	5
Balance	\$27,030	\$27,030	\$27,030
Credit Límit ②	\$44,200	\$37,200	\$44,200
Debt to Credit Ratio	61%	73%	61%
Total Other Accounts	0	0	0
Balance	\$0	\$0	\$0
Total Open Accounts	<b>1</b>	5	7
Total Balance	\$415,239	\$414,983	\$414,983
Total Credit Limit ②	\$492,199	\$485,199	\$492,199
Total Debt to Credit Ratio	84%	86%	84%
Total Monthly Payment Amount ②	\$5,230	\$5,230	\$5,230
Total Open Accounts with a Balance	4	4	4
<del></del>		······································	

## **Debt by Account Type**

## Equifax



## **Transunion**



## Experian



NOTE: Total may not equal 100% due to rounding

## **Account Age**

Usually it is a good idea to keep your oldest credit account open, as a high average account age generally

demonstrates stability to lenders. Also, especially if you have been managing credit for a short time, opening many new accounts will lower your average account age and may have a negative impact.

	Equifax	TransUnion	Experian
Length of Credit History	19 Years, 9 Months	19 Years, 9 Months	19 Years, 9 Months
Average Account Age	9 Years, 6 Months	8 Years, 4 Months	8 Years, 11 Months
Oldest Account	SYNCB/CAR CARE DISC TIRE (Opened 12/1998)	SYNCB/CCDSTR (Opened 12/1998)	SYNCB/CAR CARE DISC (Opened 12/1998)
Most Recent Account	ENSERCH FCU (Opened 06/2016)	LONE STAR CU (Opened 06/2016)	LONE STAR CREDIT UNI (Opened 06/2016)

## Inquiries - Requests for your Credit History

Numerous inquires on your credit file for new credit may cause you to appear risky to lenders, so it is usually better to only seek new credit when you need it. Typically lenders distinguish between inquiries for a single loan and many new loans in part by the length of time over which the inquiries occur. So, when rate shopping for a loan it's a good idea to do it within a focused period of time.

	Equifax	TransUnion	Experian
Inquiries in the Last 2 Years	0	2	0
Most Recent Inquiry	N/A	INTOUCH CU (Opened 09/2018)	N/A

## **Potentially Negative Information**

Late payments, collections and public records can have a negative impact on your credit standing. The more severe they are and the more recent they are, the more negative the potential impact.

	Equifax	TransUnion	Experian
Public Records	0	0	0
Negative Accounts	1	1	0
Collections	0	0	0

## Mortgage Accounts

Mortgage accounts include first mortgages, home equity loans, and any other loans secured by real estate you own.

## **Open Accounts**

NSERCH FCU	Equifax	TransUnion	Experian
Account Type:	Mortgage	Mortgage	Mortgage
Account Number:	49692364LXXXX	49692364LXXXX	49692364LXXXX
Payment Responsibility:	Joint Contractual Liability	Joint Contractual Liability	Joint Contractual Liability
Date Opened:	06/2016	06/2016	06/2016
Balance Date:	07/2018	08/2018	08/2018
Balance Amount:	\$93,948	\$93,692	\$93,692
Monthly Payment:	\$673	\$673	\$673
High/Limit:	\$99,999	\$99,999	\$99,999
Account Status:	As Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	\$0
Comments:	SECOND MORTGAGE REAL ESTATE MORTGAGE		OPEN ACCOUNT THIS IS AN ACCOUNT IN GOOD STANDING LAST PAID: 08/2018

### **ENSERCH FCU**

7508 Ferguson Rd Dallas, TX-752286540 (214) 327-9367

### 24-Month Payment History

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															May								
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### Seven-Year Payment History

	Equifax	TransUnion	Experian
30 Days Past Due:	0.	0	0
60 Days Past Due:	0	0 7	0
90 Days Past Due:	0	0.5	\$75 PE 0 PE 2

	Equifax	TransUnion	Experian
Account Type:	Mortgage	Mortgage	Mortgage
Account Number:	596200451XXXX	596200451XXXX	596200451XXXX
Payment Responsibility:	Joint Contractual Liability	Joint Contractual Liability	Joint Contractual Liability
Date Opened:	09/2015	09/2015	09/2015
Balance Date:	09/2018	09/2018	09/2018
Balance Amount:	\$294,261	\$294,261	\$294,261
Monthly Payment:	\$3,760	\$3,760	\$3,760
High/Limit:	\$348,000	\$348,000	\$348,000
Account Status:	As Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	\$0
Comments:	FREDDIE MAC ACCOUNT REAL ESTATE MORTGAGE	COLLATERAL: FRD153085711 100053601314839340	OPEN ACCOUNT THIS IS AN ACCOUNT IN GOOD STANDING LAST PAID: 08/2018

## **ROUNDPOINT MORTGAGE SERVIC**

5032 Parkway Plaza Blvd Charlotte, NC-282171918 (704) 426-8800

## 24-Month Payment History

**Equifax** 

 TransUnion

 Image: Control of the control

 Experian

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#### Seven-Year Payment History

	Equifax	TransUnion	Experian
30 Days Past Due:	0	0 3 3 3	0 0 3 M
60 Days Past Due:	0	ing the property of the second control to	and the second second second second
90 Days Past Due:	0	0	0

### **Closed Accounts**

PRIMELENDING,A PLAINSCAPIT	Equifax	TransUnion	Experian
Account Type:	Mortgage	Mortgage	Mortgage
Account Number:	300007521XXXX	300007521XXXX	300007521XXXX
Payment Responsibility:	Joint Contractual Liability	Joint Contractual Liability	Joint Contractual Liability
Date Opened:	09/2015	09/2015	09/2015
Balance Date:	05/2017	04/2017	05/2017
Balance Amount:	\$0	\$0	
Monthly Payment:			And Charles Services
High/Limit:	\$348,000	\$348,000	\$348,000
Account Status:	As Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	\$0
Comments:	FREDDIE MAC ACCOUNT ACCOUNT TRANSFERRED OR SOLD	ACCOUNT TRANSFERRED COLLATERAL: FRD153085711	TRANSFERRED TO ANOTHER LENDER THIS IS AN ACCOUNT IN GOOD STANDING ACCOUNT TRANSFERED TO ANOTHER OFFICE LAST PAID: 04/2017

#### PRIMELENDING, A PLAINSCAPIT

425 Phillips Blvd Cenlar Ewing, NJ-086181430 (609) 883-3900

#### 24-Month Payment History

	Equifax
No 24-Mc	onth Payment Data available for display.
	TransUnion
	NR

	Experian																						
NR		No.			90.00	AV 8. 1	3		w.	1	1		V	<b>\$</b>			<b>∵.</b>	14	NR	NR	NR	NR	NR
May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun
17	17	17	17	17	16	16	16	16	16	16	16	16	16	16	16	16	15	15	15	15	15	15	15

#### Seven-Year Payment History

	Equifax	TransUnion	Experian
30 Days Past Due:	0.5	0	0
60 Days Past Due:	0.74	0	0
90 Days Past Due:	0.00	0	0

PRIMELENDING A PLAINSCAPI	Carrifov	Translinion	Experian
A	Equifax	TransUnion	
Account Type:	Mortgage		Mortgage
Account Number:	372600XXXX		372600XXXX
Payment Responsibility:	Joint Contractual Liability		Joint Contractual Liability
Date Opened:	09/2015		09/2015
Balance Date:	11/2015		10/2015
Balance Amount:	\$0		
Monthly Payment:			
High/Limit:	\$348,000		\$348,000
Account Status:	As Agreed		As Agreed
Past Due Amount:	\$0		\$0
Comments:	REAL ESTATE MORTGAGE ACCOUNT TRANSFERRED OR SOLD		CLOSED ACCOUNT PURCHASED BY ANOTHER LENDER THIS IS AN ACCOUNT IN GOOD STANDING LAST PAID:

#### PRIMELENDING A PLAINSCAPI

18111 Preston Rd Ste 900 Dallas, TX-752526601 (800) 597-0233

#### 24-Month Payment History

<u> </u>
Equifax
No 24-Month Payment Data available for display.

	Equifax	TransUnion	Experian
30 Days Past Due:	0		
60 Days Past Due:	Assertable O. Assertable Co.	w ideal has british	0
90 Days Past Due:	£ 0.		0

	Equifax	TransUnion	Experian
Account Type:	Mortgage	Mortgage	Mortgage
Account Number:	708037487XXXX	708037487XXXX	708037487XXX
Payment Responsibility:	Joint Contractual Liability	Joint Contractual Liability	Joint Contractual Liability
Date Opened:	11/2010	11/2010	11/2010
Balance Date:	10/2015	09/2015	09/2015
Balance Amount:	\$0 %	\$0.7	
Monthly Payment:	CHANGE CONTRACTOR OF THE	A STATE OF THE STA	
High/Limit:	\$370,500	\$370,500	\$370,500
Account Status:	As Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	\$0
Comments:	FANNIE MAE ACCOUNT	· CLOSED	PAID THIS IS AN
	CLOSED OR PAID		ACCOUNT IN GOOD
	ACCOUNT/ZERO BALANCE		STANDING LAST PAID 09/2015

## **WELLS FARGO HOME MORTGAGE**

PO Box 10335 Des Moines, IA-503060335 (800) 288-3212

#### 24-Month Payment History

24-Month Payment History	
Equifax	
No 24-Month Payment Data available for display.	_

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	45 - 54 A	•																					TOWN AC
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																							Oct
15	15	15	15	15	15	15	15	15	14	14	14	14	14	14	14	14	14	14	14	14	13	13	13

## **Seven-Year Payment History**

30 Days Past Due: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		Equifax	TransUnion	Experian
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90 Days Past Due:	60 Days Past Due:	0	0	0
O Day o 1 dat Dac:	90 Days Past Due:		0	0 100

#### Back to Top

## Installment Accounts

Installment accounts are credit accounts in which the amount of the payment and the number of payments are predetermined or fixed, such as a car loan.

### **Closed Accounts**

Bank of America			
	Equifax	TransUnion	Experian

Account Type:	Installment	Installment	Installment
Account Number:	6501002532XXXX	6501002532XXXX	6501002532XXXX
Payment Responsibility:	Individual	Individual	Individual
Date Opened:	01/2011	01/2011	01/2011
Balance Date:	04/2016	04/2016	04/2016
Balance Amount:	\$0	\$0	
Monthly Payment:			
High/Limit:	\$40,364	\$40,364	\$40,364
Account Status:	Aš Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	\$0
Comments:	LAST REPORTED DELINQUENCIES: 07/2015=I2 CLOSED OR PAID ACCOUNT/ZERO BALANCE AUTO	LAST REPORTED DELINQUENCIES: 07/2015=12 CLOSED	CURRENT ACCOUNT/WAS 30 DAYS PAST DUE DATE PAID LAST REPORTED DELINQUENCIES: 07/2015=12 LAST PAID: 04/2016

#### **Bank of America**

PO Box 45144 Jacksonville, FL-322315144 (800) 299-2265

## 24-Month Payment History

											Equ	uifax							,				
	* 19			O G		0		30		9	<b>V</b>				9								
Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Арг	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr
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																							May
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	Equifax	TransUnion	Experian
30 Days Past Due:		1.1	
60 Days Past Due:	0		0
90 Days Past Due:	0	0	是多点是100000000000000000000000000000000000

CENTURY BANK	Equifax	TransUnion	Experian
Account Type:	Installment		Installment
Account Number:	708XXXX		708XXXX
Payment Responsibility:	Individual		Joint Contractual Liability
Date Opened:	12/2002		12/2002
Balance Date:	12/2008		10/2008

Balance Amount:	
Monthly Payment:	
High/Limit:	\$6,008
Account Status:	As Agreed As Agreed
Past Due Amount:	\$0
Comments:	INSTALLMENT SALES PAID THIS IS AN CONTRACT CLOSED OR ACCOUNT IN GOOD PAID ACCOUNT/ZERO STANDING LAST PAID:  BALANCE 08/2008

### **CENTURY BANK**

PO BOX 608 NEW BOSTON, TX-75570 (903) 838-5505

### 24-Month Payment History

Equifax
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No 24-Month Payment Data available for display.

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NR	NR	NR			•					* 10 (0)	\$ 18gr	NR	100	Co.				On the		444	* 10	
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### **Seven-Year Payment History**

	Equifax	TransUnion	Experian
30 Days Past Due:	0		0
60 Days Past Due:			0
90 Days Past Due:			0 1 1

•	Equifax	TransUnion	Experian
Account Type:	: Installment	Installment	Installment
Account Number:	25356315101Z02XXXX	5356315101Z02XXXX	5356315101Z02XXXX
Payment Responsibility:	Individual	a Individual	Individual
Date Opened:	02/2008	02/2008	02/2008
Balance Date:	03/2011	01/2011	03/2011
Balance Amount:	\$0	\$0	grada et la reconstruit.
Monthly Payment:			
High/Limit:	\$25,000	\$25,000	\$25,000
Account Status:	As Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	\$0
Comments:	CLOSED OR PAID ACCOUNT/ZERO BALANCE	CLOSED	PAID THIS IS AN ACCOUNT IN GOOD STANDING LAST PAID: 01/2011

### **ENSERCH FCU**

7508 Ferguson Rd Dallas, TX-752286540 (214) 327-9367

#### 24-Month Payment History

#### Equifax

No 24-Month Payment Data available for display.

#### **TransUnion**

Dec Nov Oct Sep Aug Jul Jun May Apr Mar Feb Jan Dec Nov Oct Sep Aug Jul Jun May Apr Mar Feb Jan 10 10 10 10 10 10 10 10 10 10 10 10 9 09 09 09 09 09 09 09 09 09 09 09

#### Experian

## Seven-Year Payment History

	Equifax	TransUnion	Experian
30 Days Past Due:	0.5	0.50	74. 15.44 × 0.51 × 11.
60 Days Past Due:		0 2 2 3 3 3	0.3 6.4 0.4 0.3
90 Days Past Due:	0	0	0

	Equifax	TransUnion	Experian
Account Type:	Installment	Installment	Installment
Account Number:	41890519500XXXX	41890519500XXXX	41890519500XXXX
Payment Responsibility:	Joint Contractual Liability	Joint Contractual Liability	Joint Contractual Liability
Date Opened:	07/2013	07/2013	07/2013
Balance Date:	06/2018	06/2017	06/2017
Balance Amount:	\$0	\$0	
Monthly Payment:			
High/Limit:	\$49,688	\$49,688	\$49,688
Account Status:	As Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	\$0
Comments:	CLOSED OR PAID ACCOUNT/ZERO BALANCE AUTO	CLOSED	PAID THIS IS AN ACCOUNT IN GOOD STANDING LAST PAID: 05/2017

#### INTOUCH CREDIT UNION

5640 Democracy Dr Plano, TX-750243514 (972) 605-9700

### 24-Month Payment History

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No 24-Month Payment Data available for display.

#### TransUnion

### Experian

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Seven-Year Payment History

	Equifax	TransUnion	Experian
30 Days Past Due:	0	0 0	0
60 Days Past Due:	0	3 <b>(0</b> .5)	
90 Days Past Due:	0	0	0

INTOUCH CREDIT UNION			
	Equifax	TransUnion	Experian
Account Type:	Installment	Installment	Installment
Account Number:	41890519500XXXX	41890519500XXXX	41890519500XXXX
Payment Responsibility:	Individual	Individual	Individual
Date Opened:	12/2009	12/2009	12/2009
Balance Date:	06/2015	06/2014	06/2014
Balance Amount:	\$0	\$0	n in the state of
Monthly Payment:			
High/Limit:	\$13,500	\$13,500	\$13,500
Account Status:	As Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	\$0
Comments:	CLOSED OR PAID ACCOUNT/ZERO BALANCE UNSECURED	CLOSED	PAID THIS IS AN ACCOUNT IN GOOD STANDING LAST PAID: 06/2014

#### INTOUCH CREDIT UNION

5640 Democracy Dr Plano, TX-750243514 (972) 605-9700

#### 24-Month Payment History

	Equifax	
No 24-Month Payment	Data available for display.	

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14	14	14	14	14	14	13	13	13	13	13	13	13	13	13	13	13	13	12	12	12	12_	12	12

	Equifax	TransUnion	Experian
30 Days Past Due:	0	0	0.
60 Days Past Due:	0	0	0
90 Days Past Due:		0	0.000

TOUCH CREDIT UNION			
	Equifax	TransUnion	Experian
Account Type:	installment	Installment	Installment
Account Number:	41890519500XXXX	41890519500XXXX	41890519500XXXX
Payment Responsibility:	Individual	Individual	Individual
Date Opened:	07/2008	07/2008	07/2008
Balance Date:	12/2012	10/2011	10/2011
Balance Amount:	\$0	\$0	Service Address to the Alberta State of
Monthly Payment:			
High/Limit:	\$41,382	\$41,382	\$41,382
Account Status:	As Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	\$ <u>0</u>
Comments:	CLOSED OR PAID ACCOUNT/ZERO BALANCE	CLOSED	PAID THIS IS AN ACCOUNT IN GOOD STANDING LAST PAID: 10/2011

## INTOUCH CREDIT UNION

5640 Democracy Dr Plano, TX-750243514 (972) 605-9700

### 24-Month Payment History

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NO Z	4-Month Payme	nt Data av	aliable for di	ispiay.		
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	TransUnion																							
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Se		ıg	Jul		May																			Oct
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Oc	t Sep																						
11	11	11	11	11	11	11	11	11	11	10	10	10	10	10	10	10	10	10	10	10	10	09	09

	Equifax	TransUnion	Experian
30 Days Past Due:	0.7	0	0
60 Days Past Due:	0.00 kg	0,	0.
90 Days Past Due:	0.3	0	0

	Equifax	TransUnion	Experian
Account Type:	Installment		
Account Number:	22927XXXX		
Payment Responsibility:	Individual		
Date Opened:	01/2006		
Balance Date:	09/2010		 ,
Balance Amount:	\$0		 2、10、2000年4月1日
Monthly Payment:			Tusi slākusīta

High/Limit:	\$13,250
Account Status:	As Agreed
Past Due Amount:	\$0
Comments:	CLOSED OR PAID ACCOUNT/ZERO BALANCE

#### **RED RIVER FEDERAL CREDIT U**

PO Box 5909 Texarkana, TX-755055909 (903) 793-7681

### 24-Month Payment History

No 24-Month Payment Data available for display.

#### **Seven-Year Payment History**

	Equifax	TransUnion	Experian
30 Days Past Due:	0	andre i de premi i santin en anterese estruttura.	Angelianner (1. land), in a second in all and the second
60 Days Past Due:	0		
90 Days Past Due:	0 1 2		

#### Back to Top

## **Revolving Accounts**

Revolving accounts are charge accounts that have a credit limit and require a minimum payment each month, such as most credit cards.

## **Open Accounts**

CHASE CARD			
	Equifax	TransUnion	Experian
Account Type:	Revolving	Revolving	Revolving
Account Number:	4361XXXXXXXXX	4361XXXXXXXX	4361XXXXXXXX
Payment Responsibility:	Individual	Individual	Individual
Date Opened:	08/2000	08/2000	08/2000
Balance Date:	09/2018	09/2018	09/2018
Balance Amount:	\$12,849	\$12,849	\$12,849
Monthly Payment:	\$494	\$494	\$494
High/Limit:	\$19,200	\$19,200	\$19,200
Account Status:	As Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	439, Jul <b>50</b> 64, 35, 37
Comments:	CREDIT CARD AMT IN		OPEN ACCOUNT THIS IS
	HIGH CREDIT IS CREDIT	a de la Sala de la Companya de la c	AN ACCOUNT IN GOOD
,	es a ElMIT		STANDING LAST PAID: 09/2018

#### **CHASE CARD**

PO Box 15298 Wilmington, DE-198505298 (800) 955-9900

#### 24-Month Payment History

Ξ	q٤	П	3	Х	

#### TransUnion

Aug Jul Jun May Apr Mar Feb Jan Dec Nov Oct Sep Aug Jul Jun May Apr Mar Feb Jan Dec Nov Oct Sep 18 18 18 18 18 18 18 18 17 17 17 17 17 17 17 17 17 17 17 17 16 16 16 16

#### Experian

#### Seven-Year Payment History

	Equifax	TransUnion	Experian
30 Days Past Due:	. 0	0	0
60 Days Past Due:	0	0	0
90 Days Past Due:	0	0 - 1	0 **

ENSERCH FCU			
	Equifax	TransUnion	Experian
Account Type:	Revolving	CreditLine	Revolving
Account Number:	5356315XXXXXXXXX	5356XXXXXXXXX	5356315XXXXXXXXXX
Payment Responsibility:	Individual	Individual	Individual
Date Opened:	08/2008	08/2008	08/2008
Balance Date:	01/2013	01/2013	01/2013
Balance Amount:	\$0	\$0	\$0
Monthly Payment:			
High/Limit:	\$3,000	\$3,000	\$3,000
Account Status:	As Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	\$0
Comments:	LINE OF CREDIT AMT IN HIGH CREDIT IS CREDIT LIMIT		INACTIVE ACCOUNT THIS IS AN ACCOUNT IN GOOD STANDING LAST PAID: 06/2010

## **ENSERCH FCU**

7508 Ferguson Rd Dallas, TX-752286540 (214) 327-9367

#### 24-Month Payment History

											_	uifax		•									
Jar	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mai	Feb
13	12	12	12	12	12	12	12	12	12	12	12	12	11	11	11	11	11	11	11	11	11	11	11

## TransUnion

		Experian																						
		1000						0				0							000			00	<b>4</b> 10 10	
Ja	an D	ec)	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Арг	Mar	Feb
11:	3 1	2	12	12	12	12	12	12	12	12	12	12	12	11	11	11	11	11	11	11	11	11	11	11

## Seven-Year Payment History

	Equifax	TransUnion	Experian
30 Days Past Due:	0	§ 0	
60 Days Past Due:	3	<b>.</b>	0
90 Days Past Due:	<b>•</b> 0	.0	0.

	Equifax	TransUnion	Experian
Account Type:	Revolving	Revolving	Revolving
Account Number:	516199XXXXXXXXXX	99197800XXXX	516199XXXXXXXXX
Payment Responsibility:	Joint Contractual Liability	Joint Contractual Liability	Joint Contractual Liability
Date Opened:	03/2011	03/2011	03/2011
Balance Date:	09/2018	09/2018	09/2018
Balance Amount:	\$14.181	\$14,181	\$14,181
Monthly Payment:	\$303	\$303	\$303
High/Limit:	\$15,000	\$15,000	\$15,000
Account Status:	As Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	\$0
Comments:	CREDIT CARD AMT IN HIGH CREDIT IS CREDIT LIMIT		OPEN ACCOUNT THIS IS AN ACCOUNT IN GOOD STANDING LAST PAID: 09/2018

### INTOUCH CREDIT UNION

5640 Democracy Dr Plano, TX-750243514

## 24-Month Payment History

	Equifax																						
					* **	237															14		
Sep	Aug	Ju	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct
18	18	18	18	18	18	18	18	18	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16

	TransUnion																						
			May																				
18	18	18	18	18	18	18	18	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16	16

	Experian																						
9.0	*					40.00	A 44	£4				\$ 45				:	$g_{i}$	100		# //	Service .	17	
									Dec														
18	18	18	18	18	18	18	18	18	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16

	Equifax	TransUnion	Experian
30 Days Past Due:	0	0	0
60 Days Past Due:	a you when they would take O have and it have the	0	0
	などがあるというではないなるないない。またいというでは、これにはいい	er norman, er i kan er er er er flat her eller i i blige bli i h	Control of the Contro

	Equifax	TransUnion	Experian
Account Type:	Revolving		Revolving
Account Number:	650159000074XXXX		65015900XXXX
Payment Responsibility:	Individual		Individual
Date Opened:	12/1998		12/1998
Balance Date:	09/2018		09/2018
Balance Amount:	\$0		\$0
Monthly Payment:			
High/Limit:	\$1,500		\$1,500
Account Status:	As Agreed		As Agreed
Past Due Amount:	\$0		\$0
Comments:	AMT IN HIGH CREDIT IS CREDIT LIMIT CHARGE		OPEN ACCOUNT THIS IS AN ACCOUNT IN GOOD
	And the Approximation		STANDING LAST PAID: 12/2017

### SYNCB/CAR CARE DISC TIRE

PO Box 965068 Orlando, FL-328965036 (866) 396-8254

## 24-Month Payment History

	Equifax																						
																					*		
Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct
18	18_	18	18	18	18	18	18	18	17	17	17	17	17	17	<del>1</del> 7	17	17	17	17	17	16	16	16

10												Exp	eriar	1										
1	Sie		12	3	52.5	15	4.	5.7%		12 32	Se 2	3.46		V 1600	<b>3</b>	3	45			13	1	W 35		
S	ер	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	:Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct
1	8	18	18	18	18	18	18			17								17	17	17	17	16	16	16

	Equifax	TransUnion	Experian
30 Days Past Due:	0		0.0
60 Days Past Due:	20 1 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		0
90 Days Past Due:	0		0,00

	Equifax	TransUnion	Experian
Account Type:	Revolving		Revolving
Account Number:	601919130340XXX		60191913XXXX
Payment Responsibility:	Individual		Individual
Date Opened:	11/2014	· · · · · · · · · · · · · · · · · · ·	11/2014
Balance Date:	08/2018		09/2018
Balance Amount:	\$0		\$0
Monthly Payment:			

High/Limit: \$5,50	00		\$5,500
Account Status: As Agr	eed		As Agreed
Past Due Amount: \$0			\$0
Comments: AMT IN HIGH			OPEN ACCOUNT THIS IS
CREDIT LIMIT	CHARGE	경기의 경기 상인 후 시간을 기술에 있는 것 있는 것 같습니다.	AN ACCOUNT IN GOOD
			STANDING LAST PAID: 12/2015

#### SYNCB/LANE FURNITURE

PO Box 965036 Orlando, FL-328965036 (866) 396-8254

## 24-Month Payment History

ı		Equifax (1)																						
**		* 160 7	0		4		¥.	1.8	4	<b>C</b> / ()			70	3			Q.	7	Ŋ		4			
	∖ug		-	May																	Dec			
1	8	18	18	18	18	18	18	18	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16	16

	Experian																						
	* **		100			0	9			6					0,010	***	90	Ø G				200	
Ser																							Oct
18	18	18	18	18	18	18	18	18	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16

## Seven-Year Payment History

	Equifax	TransUnion	Experian
30 Days Past Due:	0		0
60 Days Past Due:			0.354.47.737.7
90 Days Past Due:	0		<b>0</b>

## **Closed Accounts**

CAPITAL ONE			
	Equifax	TransUnion	Experian
Account Type:	Revolving		
Account Number:	01-110228XXXX	· · · · · · · · · · · · · · · · · · ·	
Payment Responsibility:	Individual		was at the control of
Date Opened:			58.5
Balance Date:	07/2009		
Balance Amount:	\$0		
Monthly Payment:			
High/Limit:	\$3,366		
Account Status:	As Agreed		on, - xiadh-ighidhear
Past Due Amount:	\$ \$0.7		e in all et en
Comments:	CLOSED OR PAID ACCOUNT/ZERO		
	BALANCE ACCOUNT CLOSED BY CREDIT GRANTOR		digita anno 1964 Million Anno 1965 Million Anno 1965

### **CAPITAL ONE**

PO Box 9068 Brandon, FL-335099068

### 24-Month Payment History

No 24-Month Payment Data available for display.

### **Seven-Year Payment History**

	Equifax	TransUnion	Experian
30 Days Past Due:	0 1		
60 Days Past Due:	0		
90 Days Past Due:			

PITAL ONE / GUITAR CENTE	Equifax	TransUnion	Experian
Account Type:	Revolving		Revolving
Account Number:	632601-110203XXXX		0110203XXXX
Payment Responsibility:	Individual		Individual
Date Opened:	07/2005		07/2005
Balance Date:	02/2010		12/2008
Balance Amount:	\$0		
Monthly Payment:	Page 1785		
High/Limit:	\$3,255		\$0
Account Status:	As Agreed		As Agreed
Past Due Amount:	\$0		\$0
Comments:	GLOSED OR PAID ACCOUNT/ZERO BALANCE		PAID THIS IS AN ACCOUNT IN GOOD STANDING LAST PAID: 12/2007

## **CAPITAL ONE / GUITAR CENTE**

PO Box 5253 Carol Stream, IL-601975253

### 24-Month Payment History

											Eq	uifax											
No	lo 24-Month Payment Data available for display.																						
	Experian NR																						
NR		Ü.,	Contraction			i. And su		e a subsection		6.4	1 2 3 5 5 1 2 3 5 5 5			ğ.			7				W 12:17		
Dec																							
80	80	80	80	08	08	08	08	08	08	08	08	07	07	07	07	07	07	07	07	07	07	07	07

	Equifax	TransUnion	Experian
30 Days Past Due:	0.3.2.2		0.0
60 Days Past Due:	0.7		(a) (a) (b) (a) (a) (a) (a) (a) (a) (a) (a) (a) (a
90 Days Past Due:	0.4		0.74

CAPITAL ONE / MICROCENTER			
	Equifax	TransUnion	Experian
Account Type:	Revolving		Revolving
	1911年1日1日1日1日1日1日1日1日1日1日1日1日1日1日1日1日1日1	The state of the s	

Account Number:	223601-110015XXXX	22360110015XXXX
Payment Responsibility:	Individual	Individual
Date Opened:	09/2005	09/2005
Balance Date:	06/2009	31/2008 A ST
Balance Amount:	\$0	ing the look and the space for the service of the
Monthly Payment:		
High/Limit:	\$1:461	\$0
Account Status:	As Agreed	As Agreed
Past Due Amount:	5, \$0	\$0
Comments:	CLOSED OR PAID	PAID THIS IS AN
	ACCOUNT/ZERO	ACCOUNT IN GOOD
	BALANUE	STANDING LAST PAID: 09/2008

#### **CAPITAL ONE / MICROCENTER**

PO Box 5253 Carol Stream, IL-601975253 (800) 811-3095

#### 24-Month Payment History

	Equifax			
No 24-Month Payment Data availab	e for display.			
	Experian		-	

	Equifax	TransUnion	Experian
30 Days Past Due:	0		0
60 Days Past Due:	0		0.840.84
90 Days Past Due:	2 × 0 % 6		0 %

	Equifax	TransUnion	Experian
Account Type: 😹	Revolving	Revolving	Revolving
Account Number:	546668074906XXXX	*6807XXXXXXXX	546668XXXXXXXXXX
Payment Responsibility:	Joint Contractual Liability 🔻	Joint Contractual Liability	Joint Contractual Liability
Date Opened:	03/2011	03/2011	03/2011
Balance Date:	03/2016	03/2016	03/2015
Balance Amount:	\$0	\$0	· · · · · · · · · · · · · · · · · · ·
Monthly Payment:			
High/Limit: 🖔	\$15.000	\$15,000	\$15,000
Account Status:	As Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	\$0
Comments:	CLOSED OR PAID ACCOUNT/ZERO BALANCE ACCOUNT RANSFERRED OR SOLD	ACCOUNT CLOSED DUE TO TRANSFER	THIS IS AN ACCOUNT IN GOOD STANDING ACCOUNT TRANSFERED TO ANOTHER OFFICE ACCOUNT CLOSED DUE

#### INTOUCH CREDIT UNION

5640 Democracy Dr Plano, TX-750243514

#### 24-Month Payment History

## Equifax

No 24-Month Payment Data available for display.

### **TransUnion**

												eriar											
NF	<b>( )</b>		<b>V</b> . (3.7)		9			Y										2.5					
	r Feb																						
15	15	15	14	14	14	14	14	14	14	14	14	14	14	14	13	13	13	13	13_	13	13	13	13

#### Seven-Year Payment History

	Equifax	TransUnion	Experian
30 Days Past Due:	0	0	0
60 Days Past Due:	0	0,50	0
90 Days Past Due:	0.	0	0

Equifax	TransUnion	Experian
A CONTRACTOR OF THE PROPERTY O	Revolving	
	65015900XXXX	
	Individual	
	12/1998	
	09/2018	ing and the graph of the second of the secon
	\$0	
	\$1,500	
Control of the second	As Agreed	
	\$0	
	Equifax	Revolving 65015900XXXX Individual 12/1998 09/2018 \$0 \$1,500 As Agreed

#### SYNCB/CCDSTR

C O PO BOX 965036 ORLANDO, FL-32896 (866) 657-0376

#### 24-Month Payment History

	TransUnion																						
<b>3</b>	2	Q.	<b>5.3</b> 00	estate.		ATC IN		49 925	W 3	4	¥		A) a	Jr. 100	<b>.</b> •		Ų.		4, 5,			4	
	<u> </u>	Juli	May	<u>∠h</u>	IVIAI	reb	Jan	Dec	IAOA	OCL	Seh	Aug	Jui	Jun	iviay	Ahi	IVI	Len	Jan	Dec	IAOA	OCL	<u>Sep</u>
18	18	18	18_	18	18	18	18	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16	16

## Seven-Year Payment History

	Equifax	TransUnion	Experian
30 Days Past Due:		0	
60 Days Past Due:		0	
90 Days Past Due:		0	

	Equifax	TransUnion	Experian
Account Type:	Revolving	Revolving	Revolving
Account Number:	r⊈iii⊊:60346100XXXX	60346100XXXX	60346100XXXX
Payment Responsibility:	individual	Individual	Individual
Date Opened:	11/2010	11/2010	11/2010
Balance Date:	10/2016	10/2016	07/2014
Balance Amount:	***** <b>\$</b> 0.53******	\$0	
Monthly Payment:			
High/Limit:	\$4,000	\$4,000	\$4,000
Account Status:	_As Agreed	As Agreed	As Agreed
Past Due Amount:	\$0	\$0	\$0
Comments:	CLOSED OR PAID ACCOUNT/ZERO BALANCE AMT IN HIGH CREDIT IS CREDIT LIMIT	ACCOUNT IS INACTIVE	PAID THIS IS AN ACCOUNT IN GOOD STANDING CLOSED DUE TO INACTIVITY LAST PAID: 06/2011

## SYNCB/HOME DESIGN

PO Box 965036 Orlando, FL-328965036 (866) 396-8254

## 24-Month Payment History

						Equifax
٦	24 Month	Daymont	Data	available	for dienta	44.5

No 24-Month Pa	yment Data	available for	display.

	TransUnion																							
						3		n																A L
Se	рΑι	ug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct
16	16	6	16	16	16	16	16	16	16	15	15	15	15	15	15	15	15	15	15	15	15	14	14	14

	Experian VR 1988																						
NR	39	$\Delta \sim$	Design	<b>1</b> 200	** \ \	(300)	<b>4</b>	13			0.5	(h)		Ç.	//3	X7.47	0.00	<b>♦</b> .	4		Or s	0	<b>4.2. 4.</b>
Jui	Jun	iviay	Abi	iviai	Len	Jan	Dec	NOA	OCL	Sep	Aug	Jui	Juli	iviay	Ahi	IVICII	ı en	Jan	Dec	INON	OCL	Seb	Aug
14	14	14	14	14	14	14	13	13	13	13	13	13	13	13	13	13	13	13	12	12	12	12	12

	Equifax	TransUnion	Experian
30 Days Past Due:	0	0	0
60 Days Past Due:	0	0	0
90 Days Past Due:	0,20	0	

SYNCB/LANEFN			
	Equifax	TransUnion	Experian

Account Type:		Revolving
Account Number:	· · · · · · · · · · · · · · · · · · ·	60191913XXXX
Payment Responsibility:		Individual
Date Opened:		11/2014
Balance Date:		08/2018
Balance Amount:		\$0
Monthly Payment:		
High/Limit:		\$5,500
Account Status:		As Agreed
Past Due Amount:		\$0
Comments:		

#### SYNCB/LANEFN

C O PO BOX 965036 ORLANDO, FL-32896 (866) 396-8254

## 24-Month Payment History

ı		TransUnion																						
			Ý.	4	4		10	4		2.4	Arrive.	¥ .	4		4.0	, Ø		1.	* 3	W.		u.	٠.	V.
-	Jul Ju	un	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug
[	18 1	8	18	18	18	18	18	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16	16	16

## Seven-Year Payment History

	Equifax	TransUnion	Experian
30 Days Past Due:		0	
60 Days Past Due:		0	
90 Days Past Due:		0	

## ◆ Back to Top

## Other Accounts

These are all accounts that do not fall into the other categories and can include 30-day accounts such as American Express.

You have no other accounts on file

#### Back to Top

## Payment History Key

Meaning	Symbol	Meaning	Symbol
Pays or Paid as Agreed:		Collection Account:	CA C
30-59 Days Past Due:	30	Foreclosure:	F: Profession
60-89 Days Past Due:	60	Voluntary Surrender:	VSV. V. C. C. C. Sylver
90-119 Days Past Due:	90	Repossession:	R
120-149 Days Past Due:	240.	Charge Off:	CO = 11 Part of the
150-179 Days Past Due:	- 302	Not Reported:	NR .
180+ Days Past Due:	230		

# Inquiries

A request for your credit history is called an inquiry, Inquiries remain on your credit report for up to two years. These inquiries are made by companies with whom you have applied for a loan or credit.

#### Equifax

You have no inquiries on file

#### TransUnion

Name of Company	Date of Inquiry	Type of Business
INTOUCH CU	09/14/18	Finance

#### INTOUCH CU

5640 DEMOCRACY PLANO, TX 75024 (972) 604-9610

INTOUCH CU

05/18/17

Finance

#### INTOUCH CU

5640 DEMOCRACY PLANO, TX 75024 (972) 604-9610

#### Experian

You have no inquiries on file

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 Back

## **Negative Accounts**

Accounts that contain a negative account status. Accounts not paid as agreed generally remain on your credit file for 7 years from the date the account first became past due leading to the current not paid status. Late Payment History generally remains on your credit file for 7 years from the date of the late payment.

#### **Closed Accounts**

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#### Collections

A collection is an account that has been turned over to a collection agency by one of your creditors because they believe the account has not been paid as agreed.

You have no collections on file

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#### Public Records

This section includes public record items Equifax obtained from local, state and federal courts through a third party vendor, LexisNexis. They can be contacted at: https://equifaxconsumers.lexisnexis.com

LexisNexis Consumer Center

P.O. Box 105615

Atlanta, GA 30348-5108

You have no public records on file

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 Back

#### Personal Information

The following information is added to your file either when creditors enter requests to view your credit history, or when you report it to the three nationwide credit reporting agencies directly.

#### Registration Information

Name: KEVIN GOODEN

Address: 14827 PRESTON RD DALLAS, TX 752549102

Social Security Number: XXX-XX-2553

## **Identification Information**

	Equifax	TransUnion	Experian
Name:	KEVIN R GOODEN	KEVIN R GOODEN	KEVIN R GOODEN
Social Security Number:	XXX-XX-2553	XXX-XX-2553	XXX-XX-2553
Age or Date of Birth:	04/1969	04/1969	

### **Address Information**

'	Equifax	TransUnion	Experian
Address:	2302 FARRINGTON DR	2302 FARRINGTON DR	2302 FARRINGTON DR
	GARLAND TX 75044	GARLAND TX 75044	GARLAND TX 75044
Date Reported:	09/2018	01/2011	07/2017
Address:	14827 PRESTON RD APT	14827 PRESTON RD APT	14827 PRESTON RD APT
	507	1305	1305
	JUDALLAS TX 75254	DALLAS TX 75254	DALLAS TX 75254
Date Reported:	11/2016	09/2002	<b>01/2010</b>
Address:	1006 ADDISON ST	1006 ADDISON ST	1006 ADDISON ST
	NEW BOSTON TX 75570	NEW BOSTON TX 75570	NEW BOSTON TX 75570
Date Reported:	07/2013		05/1998

## **Employment Information**

	Equifax	TransUnion	Experian
Employer:	XEROX	CSE CONSULTING LP	GULF STATES ENERGY INC
Address:			
Date Reported:		11/2006	11/2006
Employer:	CADILLAC PLASTIC	ZEROX	WALMART
Address:			
		2	
Date Reported:		10/1997	10/1997
		Not Reported	Not Reported
Employer:	EXCEL TEL		
Address:			
			\$
Date Reported:			

## **Consumer Statement**

### Equifax

You have no Consumer Statement on file.

## TransUnion

You have no Consumer Statement on file.

### Experian

You have no Consumer Statement on file.

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Dispute File Information

The 3-in-1 Credit Report provides a valuable comparative review of your credit report based on information from the three major credit reporting agencies. As you review your 3-in-1 Credit Report, you may find potential inaccuracies in the information provided by one or all of the credit reporting agencies. The information below outlines how you may dispute the information with the appropriate credit reporting company using your 3-in-1 Credit Report.

## Equifax

When you file a dispute, the credit bureau you contact is required to investigate your dispute within 30 days. They will not remove accurate data unless it is outdated or cannot be verified.

To initiate a dispute online please visit https://www.ai.equifax.com

To check the status or view the results of your dispute please visit https://www.ai.equifax.com

#### TransUnion

#### Online

Go to http://www.transunion.com/dispute to begin an online investigation of information found in your file. No confirmation number is required.

#### By Mail

Write to TransUnion at Po Box 2000 Chester, PA 19016-2000. No confirmation number is required.

#### Experian

#### **Online**

Go to http://www.experian.com/rs/equifaxinvestigations.html to begin an online investigation of information found in your file. No confirmation number is required.

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C-8 Exhibit C-8 "Bankruptcy Information,"

NA

C-9 Exhibit C-9 "Merger Information,"

NA

## C-10 Corporate Structure

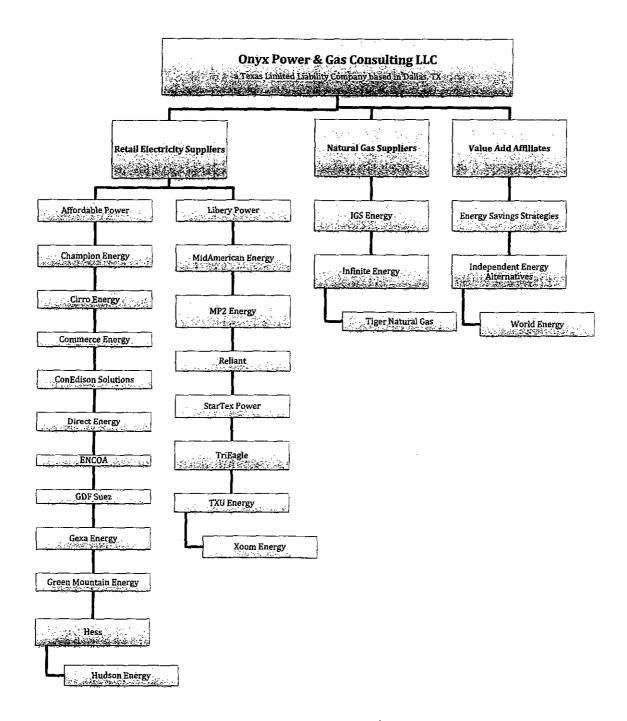


Exhibit D-1 Operations
Exhibit D-2 Operations Expertise
Exhibit D-3 Key Technical Personnel

As a national energy management and procurement firm, Onyx helps business leaders implement energy strategies that lead to more affordable, efficient energy usage. We educate our clients on the ever-changing energy landscape and provide expertise that saves time and money.

As a Minority Owned Small Business with HUBZone certification, Onyx is committed to excellence and creating innovative and flexible solutions for our Commercial & Industrial clients.

What sets Onyx apart from the competition?

- · Nationally Licensed
- Knowledgable Energy Professionals from Leading Energy Companies
- Robust Wholesale Trading Network
- Purchasing Power Across Trading Regions
- Vendor Neutral Approach
- Client Relationship Management
- · Commitment to Community

### **Core Capabilities**

Our energy professionals analyze, research, design, & implement soltuions in the area of:

- Energy Procurement Consulting
- Energy Efficiency
- Managed Services

#### Consulting

Our Consulting Services focus on solutions designed to enhance the performance of your business. By incorporating industry best practices into your business processes and management strategies, we help you to stay ahead of the volatile energy market. Our services include:

#### **Energy Procurement**

- Energy Market Intelligence (EMI)
- Strategic Planning & Risk Assessment
- Vendor Sourcing & Contract Negotiations

- Data Management & Reporting
- Bill Auditing

## **Energy Efficiency**

- Lighting/HVAC Retrofit & Control Systems
- · Power Factor Correction & Funding
- Predominant Use Studies & Tax Exemption
- Power Quality Studies
- Energy Audits
- Energy Sustainability Projects
- Demand Response

#### State Certification

Texas (HUB)

#### **Non-Government**

NMSDC-The Minority Supplier Development Council - (MBE)

## Sample - Clients

Commercial & Industrial
Boardman ISD / Boardman Local School District
Fogo de Chao
Half Price Books, Records, & Magazines, Inc.
Le-Ax Water District
Nexion Health Management
Texas Instruments

## North American Industry Classification System (NAICS)

541690 – Energy Consulting Services 541350 – Energy Efficiency Inspection Services

## Sample - Partners/Authorized Reseller











#### General Information

Registered Company Name: Onyx Power & Gas Consulting LLC

Year Incorporated: October 7, 2011

State of Incorporation: Texas

Corporation Type: Domestic Limited Liability (LLC)

### **CONTACT INFORMATION**

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