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January 12, 2012

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PUCO

Via Fed Ex

Public Utilities Commission of Ohio
Docketing Division, 11th Fl
180 East Broad Street
Columbus, Ohio 43215-3793

*Re: Case No. 10-138-GA-CRS -- Palmco Energy OH, LLC
Application for Renewal Certification, Motion for Protective Order
and for Extension of Prior Protective Order, and Memorandum in
Support*

Dear Sir or Madam:

Enclosed for filing with the Public Utilities Commission of Ohio
("Commission") are the following documents:

- (a) the original notarized Application for Renewal Certification of Palmco Energy OH, LLC ("Palmco Energy") as a Competitive Retail Natural Gas Supplier, signed by a principal officer of Palmco Energy, together with ten copies of the Application for Renewal Certification, including all exhibits, affidavits, and other attachments.
- (b) an original and ten copies of Palmco Energy's Motion for Protective Order and Extension of Prior Protective Order;
- (c) an original and ten copies of a Memorandum in Support of Motion for Protective Order and Extension of Prior Protective Order;
- (d) three unredacted sealed copies of the confidential information for which the new Protective Order is sought;
- (e) a Motion for Permission to Appear Pro Hoc Vice before the Commission in the above-referenced proceeding, together with the required Affidavit; and

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business. Technician JD Date Processed 01-13-12

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NEW JERSEY

Public Utilities Commission of Ohio
Docketing Division

-2-

January 12, 2012

- (f) a copy of the Affidavit filed by the undersigned with The Supreme Court of Ohio Office of Attorney Services requesting a Certificate of Pro Hac Vice Registration.

Per the instructions of Christine Pirik of Commission Staff, the Motion for Protective Order and Extension of Prior Protective Order, the Memorandum in Support of the Motion for Protective Order and Extension of Prior Protective Order, and the Motion for Permission to Appear Pro Hoc Vice Before the Commission, are being filed contingent on the undersigned receiving a Certificate of Pro Hac Vice Registration from the Office of Attorney Services. Upon such receipt, the undersigned shall forthwith file the Certificate with the Commission as part of the referenced Docket.

Please date-stamp the enclosed postage pre-paid copy of this letter and return it to the undersigned for our records.

Very truly yours,

Palmco Energy OH, LLC

By: 
Peter M. Metzger

Cullen and Dykman LLP
44 Wall Street
New York, NY 10005
Attorneys for Palmco
Energy OH, LLC



ORIGINAL

Version: 1.07
Page 1 of 2

The Public Utilities Commission of Ohio

RENEWAL CERTIFICATION FILING INSTRUCTIONS COMPETITIVE RETAIL NATURAL GAS SUPPLIERS

- I. **Where to File:** Applications should be sent to: Public Utilities Commission of Ohio (PUCO or Commission), Docketing Division, 13th Floor, 180 East Broad Street, Columbus Ohio 43215-3793.
- II. **What to File:** Applicant must submit one original notarized application signed by a principal officer and ten copies, including all exhibits, affidavits, and other attachments. All attachments, affidavits, and exhibits should be clearly identified. *For example, Exhibit A-15 should be marked "Exhibit A-15 - Corporate Structure."* All pages should be numbered and attached in a sequential order.

IMPORTANT REQUIREMENT: *The renewal application must be docketed in the applicant's original GA-CRS case number. Therefore, applicant should enter that number on the renewal application form when filing a renewal application.*
- III. **When to File:** Pursuant to Rule 4901:1-27-09 of the Ohio Administrative Code, renewal applications shall be filed between 30 and 120 days from the prior certificate's expiration date.
- IV. **Renewal Application Form:** The renewal application form is available on the PUCO Web site, www.puco.Ohio.gov or directly from the Commission located at: Public Utilities Commission of Ohio, Docketing Division, 13th Floor, 180 East Broad Street, Columbus, Ohio 43215-3793.
- V. **Confidentiality:** If any of an applicant's answers require the applicant to disclose what the applicant believes to be privileged or confidential information not otherwise available to the public, the applicant should designate at each point in the application that the answer requires the applicant to disclose privileged and confidential information. Applicant must still provide that privileged and confidential information (*separately filed and appropriately marked*). Applicant must fully support any request to maintain the confidentiality of the information it believes to be confidential or proprietary in a motion for protective order, filed pursuant to Rule 4901:1-1-24 of the Ohio Administrative Code.
- VI. **Commission Process for Certification Renewal:** An application for renewal shall be made on forms approved and supplied by the Commission. The applicant shall complete the appropriate renewal form in its entirety and supply all required attachments, affidavits, and evidence of capability specified by the form at the time an application is filed. The Commission renewal process begins when the Commission's Docketing Division receives and time/date stamps the application. An incomplete application may be suspended or rejected. An application that has been suspended as incomplete will cause delay in renewal.

The Commission may approve, suspend, or deny an application within 30 days. If the Commission does not act within 30 days, the renewal application is deemed automatically approved on the 31st day after the official filing date. If the Commission suspends the renewal 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 renewal application was suspended. Upon Commission approval, the applicant shall receive notification of approval and a numbered, renewed certificate that specifies the service(s) for which the applicant is certified and the dates for which the certificate is valid. Unless otherwise warranted, the renewed certification designation will remain consistent with the previously granted certification. For example, a certified marketer will renew as a certified marketer.

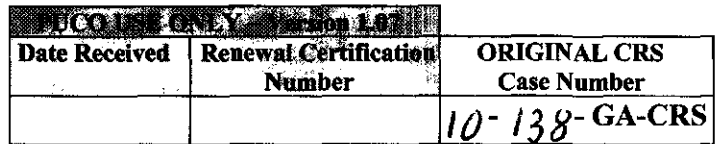
Unless otherwise specified by the Commission, the competitive retail natural gas service (CRNGS) supplier's renewed certificate is valid for an additional period of two years, beginning and ending on the dates specified on the certificate. The applicant may renew its certificate in accordance with Rule 4901:1-27-09 of the Ohio Administrative Code.

CRNGS suppliers, which include marketers, shall inform the Commission of any material change to the information supplied in a renewal application within thirty (30) days of such material change in accordance with Rule 4901:1-27-10 of the Ohio Administrative Code.

VII. *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.

VIII. *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.



Please **type or print** all required information. Identify all attachments with an exhibit label and title (**Example: Exhibit A-16 - Company History**). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 13th Floor, 180 East Broad Street, Columbus, Ohio 43215-3793.

SECTION A - APPLICANT INFORMATION AND SERVICES

180 East Broad Street • Columbus, OH 43215-3793 • (614) 466-3016 • www.PUCO.ohio.gov
The Public Utilities Commission of Ohio is an Equal Opportunity Employer and Service Provider

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

Name Customer Service Title Supervisor
Business address 1350 60 Street, Brooklyn, NY 11219
Telephone No. 718 851-6655 x8 Fax No. 718 851-2427 Email Address CustomerService@PalmcoEnergy.com

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

Customer service address 1350 60 Street,
Toll-Free Telephone No. 877 726-5862 Fax No. 718 851-2427 Email Address CustomerService@PalmcoEnergy.com

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

Name Jeanne Vargo Title Staff
Business address 4807 Rockside Road, Suite 400, Independence, OH 44131
Telephone No. 216 642-8244 Fax No. 718 851-2427 Email Address CustomerService@PalmcoEnergy.com

A-9 Applicant's federal employer identification number 32-0274223

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

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

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

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

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

☐ **Columbia Gas of Ohio**

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

☐ **Dominion East Ohio**

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

☐ **Duke Energy Ohio**

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

☐ **Vectren Energy Delivery of Ohio**

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

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

| | | | |
|-------------------------------------|---------------------------------|---------------------|----------|
| <input checked="" type="checkbox"/> | Columbia Gas of Ohio | Intended Start Date | 6/1/2012 |
| <input checked="" type="checkbox"/> | Dominion East Ohio | Intended Start Date | 6/1/2012 |
| <input checked="" type="checkbox"/> | Duke Energy Ohio | Intended Start Date | 6/1/2012 |
| <input checked="" type="checkbox"/> | Vectren Energy Delivery of Ohio | Intended Start Date | 6/1/2012 |

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- A-14 **Exhibit A-14 "Principal Officers, Directors & Partners,"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-15 **Exhibit A-15 "Corporate Structure,"** provide a description of the applicant's corporate structure, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale natural gas or electricity to customers in North America.
- A-16 **Exhibit A-16 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-17 **Exhibit A-17 "Articles of Incorporation and Bylaws,"** provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto, *only if the contents of the originally filed documents changed since the initial application.*
- A-18 **Exhibit A-18 "Secretary of State,"** provide evidence that the applicant is still currently registered with the Ohio Secretary of the State.

SECTION B - APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

status or ability to provide the services for which it is seeking renewed certification since applicant last filed for certification.

- B-5 Exhibit B-5 "Disclosure of Consumer Protection Violations,"** disclose whether the applicant, affiliate, predecessor of the applicant, or any principal officer of the applicant has been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws since applicant last filed for certification.

☒ No ☐ Yes

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

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

☒ No ☐ Yes

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

SECTION C - APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- C-1 Exhibit C-1 "Annual Reports,"** provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information, labeled as Exhibit C-1, or indicate that Exhibit C-1 is not applicable and why.
- C-2 Exhibit C-2 "SEC Filings,"** provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 whether the applicant is not required to file with the SEC and why.
- C-3 Exhibit C-3 "Financial Statements,"** provide copies of the applicant's two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer-certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer-certified financial statements covering the life of the business.
- C-4 Exhibit C-4 "Financial Arrangements,"** provide copies of the applicant's current financial arrangements to conduct competitive retail natural gas service (CRNGS) as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.)
- C-5 Exhibit C-5 "Forecasted Financial Statements,"** provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant's CRNGS operation, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer.

- C-6 **Exhibit C-6 "Credit Rating,"** provide a statement disclosing the applicant's current credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody's Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant's parent or affiliate organization that guarantees the obligations of the applicant.
- C-7 **Exhibit C-7 "Credit Report,"** provide a copy of the applicant's current credit report from Experion, Dun and Bradstreet, or a similar organization.
- C-8 **Exhibit C-8 "Bankruptcy Information,"** provide a list and description of any reorganizations, protection from creditors, or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or since applicant last filed for certification.
- C-9 **Exhibit C-9 "Merger Information,"** provide a statement describing any dissolution or merger or acquisition of the applicant since applicant last filed for certification.

SECTION D – APPLICANT TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- D-1 **Exhibit D-1 "Operations,"** provide a current written description of the operational nature of the applicant's business. Please include whether the applicant's operations will include the contracting of natural gas purchases for retail sales, the nomination and scheduling of retail natural gas for delivery, and the provision of retail ancillary services, as well as other services used to supply natural gas to the natural gas company city gate for retail customers.
- D-2 **Exhibit D-2 "Operations Expertise,"** given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical expertise in performing such operations.
- D-3 **Exhibit D-3 "Key Technical Personnel,"** provide the names, titles, email addresses, telephone numbers, and background of key personnel involved in the operational aspects of the applicant's current business.

Applicant Signature and Title

Robert Palmer - Member

Sworn and subscribed before me this

9

day of

January

Month

2012

Year

Stephen Moser

STEPHEN MOSER - NOTARY

Signature of official administering oath

Print Name and Title

STEPHEN MOSER
Notary Public State of New York
No. 01M09077438
Qualified in Richmond County
Commission Expires 07/08/14

My commission expires on

7-8-14



The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service Affidavit Form (Version 1.07)

In the Matter of the Application of)

Palmco Energy OH, LLC)

for a Certificate or Renewal Certificate to Provide)

Competitive Retail Natural Gas Service in Ohio.)

Case No. 10 - 138 -GA-CRS

County of Kings
State of NY

Robert Palmese

[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

Robert Palmese - Member

Sworn and subscribed before me this

9 day of January Month 2012 Year

Stephen Moser

Signature of Official Administering Oath

STEPHEN MOSER - NOTARY

Print Name and Title

STEPHEN MOSER
Notary Public State of New York
No. 01M00077436
Qualified in Richmond County
Commission Expires 07/08/2014

My commission expires on 7-8-14

(CRNGS Supplier Renewal)

Page 7 of 7

PALMco™

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1350 60th Street, Brooklyn, New York 11219
Toll Free (877) 726-5862 – Fax (718) 851-2427
Privately Owned; Family in Business Since 1938
www.PalmcoEnergy.com
We Treat you Like Family

January 9, 2012

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

RE: Palmco Energy OH, LLC Gas License Renewal application. Section VII Contractual Arrangements for Capability Standards

To Whom It May Concern:

Palmco has contracted the services of Customized Energy Solutions, Ltd (CES) in order to schedule its gas in the Ohio deregulated market.

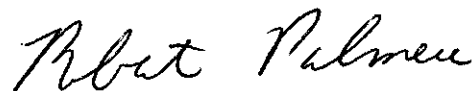
Palmco and CES contracted in August 2010 in order for CES to provide its services to Palmco Energy OH and some of its affiliates in scheduling gas in numerous states.

CES shall provide all services in order to schedule gas properly through pipeline system and city-gates. This includes but is not limited to the physical gas, capacity, nominations, etc.

CES has been in business for over a decade and currently provides services for other clients in MD, NY, NJ, OH and PA. CES is very familiar with all aspects of scheduling in multiple markets.

Should any additional information be needed, please feel free to contact me, 718 851-6655 x 8 or RVPalmese@PalmcoEnergy.com. Thank you.

Sincerely,



Robert Palmese
Member

Exhibit A-14 Principal Officers, Directors & Partners

There is only one name for any principal officer, director or partner for Palmco Energy OH, LLC. Robert Palmese – Member. Address - 1350 60 Street, Brooklyn, NY 11219. Phone – 718 851-6655 x 8

Exhibit A-15 Corporate Structure

Palmco Energy OH, LLC and each of its affiliates are separately and independently owned by the same individual. There is no holding company. Palmco Energy OH, LLC has the following affiliates:

Columbia Utilities, LLC – a licensed gas supplier in New York. No specific license number.
Columbia Utilities Power, LLC – a licensed electric supplier in New York. No specific license number.
Palmco Energy CT, LLC – a licensed gas supplier in Connecticut. License # 09-01
Palmco Power CT, LLC – a licensed electric supplier in Connecticut. License # 10-01-24
Palmco Energy NJ, LLC – a licensed gas supplier in New Jersey. License # GSL-0033
Palmco Power NJ, LLC – a licensed electric supplier in New Jersey. License # ESL-0049
Palmco Energy PA, LLC – a licensed gas supplier in Pennsylvania. License # A-2009-2100320
Palmco Power PA, LLC – a licensed electric supplier in Pennsylvania. License # A-2009-2108338
Palmco Energy MD, LLC – a licensed gas supplier in Maryland. License # IR-1803
Palmco Power MD, LLC – a licensed electric supplier in Maryland. License # IR-1804
Palmco Power OH, LLC – a licensed gas supplier in Ohio. License # 10-199E(1)

Exhibit A-16 Company History

There is no company history for Palmco Energy OH, LLC. Palmco is a new company that has not generated any business yet. Palmco is a for profit company. Our interests are to supply a product to a customer and in turn make a profit and keep customers for a long term. Long term customers are the only way to sustain a business.

Exhibit A-17 Articles of Incorporation and Bylaws

No contents have changed since the initial application, so we have nothing to file in this Exhibit.

Exhibit A-18 Secretary of State

Please see the enclosed certificate of good standing from the State of Ohio, dated 1/6/2012.

Exhibit B-1 Jurisdiction of Operation

There are no jurisdictions in Ohio, in which Palmco Energy OH, LLC or affiliations of Palmco currently provide retail or wholesale electric services. Columbia Utilities, LLC, Palmco Energy CT, LLC, Palmco Energy NJ, LLC, Palmco Energy PA, LLC, Palmco Energy MD, LLC and Palmco Energy OH, LLC do not currently provide retail or wholesale electric services in Ohio. These companies are licensed to provide retail natural gas services in the States which they are named after. Columbia Utilities, LLC is licensed to provide service in NY. Columbia Utilities Power, LLC, Palmco Power CT, LLC, Palmco Power NJ, LLC, Palmco Power PA, LLC, Palmco Power MD, LLC and Palmco Power OH, LLC do not currently provide retail or wholesale electric services in Ohio. These companies are licensed to provide retail electric services in the States which they are named after. Columbia Utilities Power, LLC is licensed to provide service in NY.

Exhibit B-2 Experience & Plans

Chief Officer - Robert Palmese is a graduate of Georgetown University 2002 with a Bachelor of Science in Business Administration. Robert Palmese has overseen the daily operations, including the purchase and scheduling of natural gas, as well as customer service for Columbia Utilities and other Palmco companies since 2002. Robert acquired the services of Quantum Gas and Power Services (Quantum) in Cypress, TX as agent, for Columbia, who handles the actual contract purchasing and contract nominating / scheduling of natural gas. For Palmco Energy OH, LLC, and other Palmco companies, Robert acquired the services of Customized Energy Solutions (CES) in Philadelphia, PA as agent for the same services. CES has experience in numerous gas markets, procuring and scheduling / nominating gas. The above statements for this section B-2 satisfies our experience and providing contracted services.

The following statements will satisfy the remaining items in section B-2. In order to contract with customers we plan on using warm leads from customers who contact us for information. We also intend on using phone and door to door sales as allowable by law. We plan on billing our customers via consolidated / LDC billing in which our charges appear on the Utility's bill. We have contracted with Energy Services Group (ESG) who will be handling our EDI and billing of customers' accounts. ESG handles thousands of EDI transactions and billing services daily for its clients throughout the country; including numerous utilities.

Palmco has a customer service center set up. Our customer service representatives are knowledgeable in the deregulated markets and have satisfied customers in other states. A customer with a question can contact our office using our toll free number and speak to one of our customer service representatives. All pertinent information to the customers' account(s) is accessible by the Palmco representative. Should the customer not be satisfied, they have the right to ask for a supervisor. If one is available, they will be able to speak to the customer immediately. Should one not be available, the customer will be made aware of this and notified that they will receive a phone call from a supervisor as soon as one is available that same day. Additionally, we have a compliance officer that ensures compliance with all regulations.

Exhibit B-3 Summary of Experience

Palmco is looking to supply natural gas in the Ohio deregulated market. Palmco's experience comes directly from the Chief Officer's experience at Columbia Utilities and Palmco affiliates. Combined, Columbia and Palmco's serviced a peak of about 23,000 residential gas customers and about 1,000 commercial gas customers with a peak load of 5,000,000 therms per month with 13 Utility territories in New York, New Jersey and Maryland being serviced.

Exhibit B-4 Disclosure of Liabilities and Investigations

There is nothing for Palmco Energy OH, LLC to disclose for there is nothing in a negative nature that has occurred to the company to impact the financial or operational status or ability to provide services.

Exhibit C-1 Annual Reports

There are no annual reports for Palmco because Palmco has not commenced business yet. Once renewing our license from the Ohio Public Utility Commission we plan on queuing for set up with the utilities and once complete, beginning to acquire customers and begin generating sales.

Exhibit C-2 SEC Filings

Palmco is not a public company; therefore it does not have any such filings.

Exhibit C-3 Financial Statements

Palmco Energy OH, LLC does not have any financial statements because it has not commenced business yet. However, please see enclosed the financial statements for Columbia Utilities and Palmco affiliates. Columbia Utilities and Palmco affiliates will guarantee, if necessary, Palmco Energy OH, LLC in its filing for license renewal and will continue to do so if requested. Please note that the financial statements are confidential. Columbia and Palmco affiliates are privately owned companies and do not wish to have their financials released to the public.

Exhibit C-4 Financial Arrangements

Palmco Energy OH, LLC has access to a \$10 million line of credit with Citibank. Please see the enclosed Master Note from Citibank.

Exhibit C-5 Forecasted Financial Statements

Please see the enclosed forecasted financial statements. The name of our accounting firm / preparer is LaGuardia and Petrella, LLC, 12 Gloria Lane, Suite 1, Fairfield, NJ 07004. The phone number is 973 227-5444 and the email address is LaGuardia.Petrella@verizon.net. The name of the partner for our account is John DeLuca.

Exhibit C-6 Credit Rating

Please see the enclosed credit report by Dun and Bradstreet. Palmco is a new company and has not commenced business yet, so there is little to no information about the company. Palmco is a private company and only has a Dun and Bradstreet (DUNS) number, 830077736. It is not applicable to have a rating from any of the other rating companies because it is a private company.

Exhibit C-7 Credit Report

Please see the enclosed credit report by Dun and Bradstreet. Palmco is a new company and has not commenced business yet, so there is little to no information about the company. Palmco is a private company and only has a Dun and Bradstreet (DUNS) number. It is not applicable to have a rating from any of the other rating companies because it is a private company.

Exhibit C-8 Bankruptcy Information

There is no information regarding bankruptcy because the applicant nor any affiliate or parent has ever filed bankruptcy.

Exhibit C-9 Merger Information

There have been no dissolutions or mergers or acquisitions of or by Palmco. Palmco is a new company.

Exhibit D-1 Operations

Palmco is strictly a reseller of natural gas. Palmco will purchase natural gas, do whatever actions necessary to get the natural gas to our customers, i.e. nominate and schedule and resell it to our customers retail.

Palmco does not and will not sell natural gas wholesale. Palmco will not nominate or schedule natural gas for transmission and delivery for other firms or provide any other type of service for non-related firms. Palmco is in the business of purchasing natural gas and reselling to our customers retail.

Exhibit D-2 Operations Expertise

As stated in Exhibit B-2, our expertise is as follows. Chief Officer - Robert Palmese is a graduate of Georgetown University 2002 with a Bachelor of Science in Business Administration. Robert Palmese has overseen the daily operations, including the purchase and nominating / scheduling of natural gas, for Columbia Utilities and other Palmco companies since 2002. Robert acquired the services of Quantum Gas and Power Services (Quantum) in Cypress, TX, as agent, for Columbia, who handles the actual contract purchasing and contract nominating / scheduling of natural gas. For Palmco, Robert acquired the services of Customized Energy Solutions (CES), as agent for the same services.

Exhibit D-3 Key Technical Personnel

The key technical personnel for Palmco are as follows:

Daily operations, natural gas procurement, scheduling, Regulatory matters, Customer service – Robert Palmese, Member, RVPalmese@PalmcoEnergy.com. Please see Exhibit B-2 and D-2 for further information about Robert Palmese's background.

Accounting – we have an accounting department for payables, taxes and any other related issues. Email – Accounting@PalmcoEnergy.com, phone number 718 851-6655 x8. Our head accountant is John Comegno. Our auditor's information is also listed in Exhibit C-5

Customer Service – we have a customer service department staffed and able to field any questions of customers, CustomerService@PalmcoEnergy.com. Supervisors are also on staff and available to customers. Our Compliance Officer is Laura Salvesen. She may be reached at the same email address and her number is also 718 851-6655 x8.

Support Staff – there is also a general support staff under Robert Palmese in order to handle daily operations and any items / issues while Robert is in the office or while he is away.

Natural Gas Scheduling – Customized Energy Solutions (CES), www.CED-LTD.com. CES has experience in many deregulated markets and will be handling the scheduling of natural gas for Palmco.

Robert is the only key personnel, but has built a staff to handle all important aspects of the company.

Exhibit A-18, P1

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

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show PALMCO ENERGY OH LLC, an Ohio For Profit Limited Liability Company, Registration Number 1832534, was organized within the State of Ohio on January 28, 2009, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 6th day of January, A.D. 2012*

Jon Husted

Ohio Secretary of State

Validation Number: V20126J155FA

Exhibit C-4, p 1



MASTER NOTE (Eurodollar/Prime Rate)

This Note amends, restates, replaces and supercedes that certain promissory note of the Borrower in favor of Citibank dated October 22, 2010 in the principal amount of \$10,000,000.

\$ 10,000,000

Date: 10/16, 2011

FOR VALUE RECEIVED, the undersigned, Columbia Utilities, LLC, Columbia Utilities Power, LLC, Palmco Energy FL LLC, Palmco Power FL LLC, Palmco Power GA LLC, Palmco Energy GA LLC, Palmco Power CT LLC, Palmco Energy CT LLC, Palmco Energy IL LLC, Palmco Power IL LLC, Palmco Energy IN, LLC, Palmco Power IN, LLC, Palmco Power KY LLC, Palmco Energy KY LLC, Palmco Energy MD LLC, Palmco Power MD LLC, Palmco Energy MA LLC, Palmco Power MA LLC, Palmco Energy OH LLC, Palmco Power OH LLC, Palmco Energy PA LLC, Palmco Power PA LLC, Palmco Power VA LLC, Palmco Energy VA LLC, Palmco Power DC LLC, Palmco Energy DC LLC, Palmco Power NJ LLC, and Palmco Energy NJ LLC, promise to pay to the order of **CITIBANK, N.A.** (the "Bank"), on or before September 30, 2012 (the "Maturity Date"), the sum of Ten Million Dollars (\$10,000,000.00), or, if less, the aggregate unpaid principal amount of all advances made by the Bank pursuant to the line of credit (each an "Advance" and collectively, the "Advances"), not to exceed an aggregate amount at any one time outstanding of Ten Million Dollars (\$10,000,000.00), available to the undersigned hereunder (the "Line") together with interest thereon as set forth herein.

Each Advance hereunder which is a Eurodollar Advance (as defined below) shall bear interest on the unpaid principal amount thereof for the Interest Period applicable thereto at a rate per annum equal to the LIBOR Rate determined for each Interest Period therefor in accordance with the terms of this Note plus a margin of 280 basis points. Each Advance which is a Prime Rate Advance (as defined below) shall bear interest on the unpaid principal amount thereof from the date thereof until payment of such Prime Rate Advance in full at a fluctuating rate per annum equal, each day, to the greater of (i) the Prime Rate, or (ii) the Minimum Interest Rate, as hereinafter defined, plus in each case a margin of 0% per annum. The undersigned shall notify the Bank not later than 12 noon two Business Days prior to each Advance hereunder which the undersigned requests to maintain at a rate of interest based on LIBOR Rate (a "Eurodollar Advance"), and not later than 12 noon on the date of each Advance which the undersigned requests to maintain at a rate of interest based on the Prime Rate (a "Prime Rate Advance"). All requests for Advances shall be irrevocable and shall be in the minimum amount of \$100,000 with respect to each Eurodollar Advance and \$100,000 with respect to each Prime Rate Advance. Each request by the undersigned for an Advance hereunder shall specify whether the requested Advance is a Eurodollar Advance or a Prime Rate Advance, the proposed date to fund the Advance, and if a Eurodollar Advance is requested, the Interest Period applicable thereto.

Any Eurodollar Advance may be continued as a Eurodollar Advance upon expiration of an Interest Period with respect thereto by complying with the notice provisions contained in the definition of Interest Period; provided, however, that no Eurodollar Advance may be continued as such when any Event of Default or event which upon notice, passage of time or both would constitute an Event of Default has occurred and is continuing but shall be automatically converted to a Prime Rate Advance on the last date of the Interest Period in effect when the Bank is notified of such default or Event of Default.

The undersigned may elect from time to time to convert outstanding Eurodollar Advances to Prime Rate Advances by giving the Bank at least two Business Days prior irrevocable notice of such election; provided that any conversion of a Eurodollar Advance may be made only on the last day of an Interest Period with respect thereto. The undersigned may elect from time to time to convert an outstanding Prime Rate Advance to a Eurodollar Advance by giving the Bank irrevocable notice of such election not later than 12 noon, two Business Days prior to the date of the proposed conversion and further provided that (i) the conversion shall be in the minimum principal amount of \$100,000 and (ii) no Event of Default or event upon notice, passage of time or both would constitute an Event of Default shall have occurred and be continuing. Notwithstanding the foregoing, no Advance may be converted to or continued as a Eurodollar Advance if the Interest Period would extend beyond the Maturity Date.

Interest shall be calculated on the basis of a 360-day year for the actual number of days elapsed and shall be payable on the first day of each month commencing on the first such date to occur after the date the Advance is made, and on the Maturity Date. All payments hereunder shall be payable in immediately available funds in lawful money of the United States. The undersigned authorizes the Bank to charge any of the undersigned's accounts for payments of principal or interest. Any payment of principal or interest payable hereunder which is not paid when due, whether at maturity, by acceleration, or otherwise, shall bear interest from the date due until paid in full at a rate per annum equal to three percent (3%) above the interest rate in effect with respect thereto.

This note provides that interest be paid monthly regardless if a Eurodollar Advance or Prime Rate Advance.

Exhibit C-4, p2

All requests for advances shall be irrevocable and shall be made in such time, manner and amount(s) as set forth in the second paragraph hereof. The Bank may act without liability upon the basis of telephonic notice believed by the Bank in good faith to be from the undersigned. In each such case, the undersigned hereby waives the right to dispute the Bank's record of the terms of such telephonic notice. The undersigned shall immediately confirm to the Bank in writing each telephonic notice. All advances under the Line are at the Bank's sole and absolute discretion and the Bank, at its option and in its sole and absolute discretion and without notice to the undersigned, may decline to make any advance requested by the undersigned.

Subject to the terms and conditions hereof and the terms and conditions set forth in any agreement in writing between the Bank and the undersigned, the undersigned may borrow, repay in whole or in part, and re-borrow on a revolving basis, up to the maximum amount of the Line. Prime Rate Advances may be prepaid without premium or penalty together with accrued interest thereon to and including the date of prepayment. Eurodollar Advances may be prepaid without premium or penalty (except as provided in the next succeeding paragraph) together with accrued interest thereon to and including the date of prepayment, provided such prepayment date must be the last day of the then current Interest Period of such Advance. The Bank shall maintain its records to reflect the amount and date of each advance and of each payment of principal and interest thereon. All such records shall, absent manifest error, be conclusive as to the outstanding principal amount hereof; provided, however, that the failure to make any notation to the Bank's records shall not limit or otherwise affect the obligations of the undersigned to repay each advance made by the Bank, in accordance with the terms hereof.

The undersigned agrees to indemnify the Bank and hold the Bank harmless from any loss or expense which the Bank may sustain or incur, including without limitation, interest or fees payable by the Bank to lenders of funds obtained by it in order to maintain a Eurodollar Advance hereunder, as a consequence of (a) default by the undersigned in payment of the principal amount of or interest on a Eurodollar Advance, (b) default by the undersigned in making any prepayment of a Eurodollar Advance after the undersigned gives notice in accordance with this Note and/or (c) the making of any payment of a Eurodollar Advance on a day which is not the last day of the then applicable Interest Period with respect thereto. When claiming indemnification under this paragraph, the Bank shall provide to the undersigned a statement explaining the amount of any such loss or expense which statement shall in the absence of manifest error be conclusive with respect to the undersigned. The indemnity obligations hereunder shall survive payment in full of the Note.

As security for the payment of this Note and of all other obligations and liabilities of the undersigned to the Bank, whether now or hereafter existing, joint, several, direct, indirect, absolute, contingent, secured, matured or unmatured, the undersigned grants to the Bank a right of setoff against, a continuing security interest in, and an assignment and pledge of all moneys, deposits (general or special), securities and other property of the undersigned and the proceeds thereof, now or hereafter held by the Bank on deposit, in safekeeping, in transit or otherwise, at any time credited by or due from the Bank to the undersigned, or in which the undersigned shall have an interest.

Upon the occurrence and continuance of any of the following (each an "Event of Default"): (a) default in the payment when due of any amount hereunder; (b) filing by or against the undersigned of a petition commencing any proceeding under any bankruptcy, reorganization, rearrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, now or hereafter in effect; (c) making by the undersigned of an assignment for the benefit of creditors; (d) petitioning or applying to any tribunal for the appointment of a custodian, receiver or trustee for the undersigned or for a substantial part of its assets; (e) death or incapacity of the undersigned (if an individual); (f) entry of any judgment or order of attachment, injunction or governmental tax lien or levy issued against the undersigned or against any property of the undersigned; (g) consent by the undersigned to assume, suffer or allow to exist, without the prior written consent of the Bank, any lien, mortgage, assignment or other encumbrance on any of its assets or personal property, now owned or hereafter acquired, except those liens, mortgages, assignments or other encumbrances in existence on the date hereof and consented to in writing by the Bank; (h) default in the punctual payment or performance of this or any other obligation to the Bank or to any other lender at any time; (i) the existence or occurrence at any time of one or more conditions or events which, in the sole opinion of the Bank, has resulted or is reasonably likely to result in a material adverse change in the business, properties or financial condition of the undersigned; (j) failure on request to furnish any financial information or to permit inspection of the books and records of the undersigned; (k) any warranty, representation or statement in any application, statement or agreement which proves false in any material respect, (l) default in the observance or performance of any covenant or agreement of the undersigned herein or in any other agreement between the Bank and the undersigned; or (m) any of the foregoing events (other than the event described in clause (a)) shall occur with respect to any guarantor of the undersigned's obligations hereunder then this Note shall, at the sole option of the Bank, become due and payable without notice or demand; provided, however, if an event described in clause (b), clause (c) or clause (d) above occurs, this Note shall automatically become due and payable.

Upon the occurrence and during the continuance of an Event of Default, the Bank shall be entitled to setoff against and apply to the payment hereof the balance of any account or accounts maintained with the Bank by the undersigned and to exercise any other right or remedy granted hereunder, or under any agreement between the undersigned and the Bank or available at law or in equity, including, but not limited to, the rights and remedies of a secured party under the New York Uniform

Exhibit C-4, P3

Commercial Code. The failure by the Bank at any time to exercise any such right shall not be deemed a waiver thereof, nor shall it bar the exercise of any such right at a later date. Each and every right and remedy granted to the Bank hereunder or under any agreement between the undersigned and the Bank or available at law or in equity shall be cumulative and not exclusive of any other rights, powers, privileges or remedies, and may be exercised by the Bank from time to time and as often as may be necessary in the sole and absolute discretion of the Bank.

The undersigned agrees to pay, on demand, all of the Bank's costs and expenses, including reasonable counsel fees (whether in-house or outside counsel), in connection with the collection of any amounts due to the Bank hereunder or in connection with the enforcement of the Bank's rights under this Note.

This Note shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflict or choice of laws.

THE UNDERSIGNED HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY FEDERAL OR STATE COURT IN THE STATE OF NEW YORK IN ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST IT AND RELATED TO OR IN CONNECTION WITH THIS NOTE OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY AND CONSENTS TO THE PLACING OF VENUE IN NEW YORK COUNTY OR OTHER COUNTY PERMITTED BY LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE UNDERSIGNED HEREBY WAIVES AND AGREES NOT TO ASSERT BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, IN ANY SUCH SUIT, ACTION OR PROCEEDING ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER, OR THAT THIS NOTE OR ANY OTHER DOCUMENT OR INSTRUMENT REFERRED TO HEREIN MAY NOT BE LITIGATED IN OR BY SUCH COURTS. NOTWITHSTANDING THE FOREGOING, THE BANK SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE UNDERSIGNED OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE UNDERSIGNED AGREES NOT TO SEEK AND HEREBY WAIVES THE RIGHT TO ANY REVIEW OF THE JUDGMENT OF ANY SUCH COURT BY ANY COURT OF ANY OTHER NATION OR JURISDICTION WHICH MAY BE CALLED UPON TO GRANT AN ENFORCEMENT OF SUCH JUDGMENT. THE UNDERSIGNED AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON IT BY CERTIFIED OR REGISTERED MAIL TO ITS ADDRESS SET FORTH BELOW OR SUCH OTHER ADDRESS THAT THE UNDERSIGNED SHALL HAVE NOTIFIED THE BANK IN WRITING OR ANY METHOD AUTHORIZED BY THE LAWS OF THE STATE OF NEW YORK. EXCEPT AS PROHIBITED BY LAW, THE UNDERSIGNED HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE.

At no time shall the rate of interest charged under this Note exceed the maximum rate of interest permitted under applicable law. If at any time the rate of interest shall exceed such maximum rate, and thereafter the rate of interest is below such maximum rate, then the rate of interest, whether based on the LIBOR Rate, the Prime Rate or the Minimum Interest Rate, as the case may be, shall be increased to the maximum rate for such period of time as is required so that the total amount of interest received by the Bank is that which would have been received by the Bank but for the first sentence of this paragraph.

The Bank shall not, by any act, delay, omission or otherwise, be deemed to have waived any of its rights and/or remedies hereunder. No change, amendment, modification, termination, waiver, or discharge, in whole or in part, of any provision of this Note shall be effective unless in writing and signed by the Bank, and if so given by the Bank, shall be effective only in the specific instance in which given. The undersigned acknowledges that this Note and the undersigned's obligations under this Note are, and shall at all times continue to be, absolute and unconditional in all respects, and shall at all times be valid and enforceable irrespective of any other agreements or circumstances of any nature whatsoever which might otherwise constitute a defense to this Note and the obligations of the undersigned under this Note. The undersigned absolutely, unconditionally and irrevocably waives any and all right to assert any set-off, counterclaim or cross-claim of any nature whatsoever with respect to this Note or the undersigned's obligations hereunder.

In the event any one or more of the provisions contained in this Note should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

The undersigned hereby waives presentment, demand for payment, protest, notice of dishonor, and any and all other notices or demands in connection with the delivery, acceptance, performance, default, or enforcement of this Note.

As used herein the following terms shall have the following meanings:

"Bank" shall be deemed to include the Bank, its successors and assigns and any holder hereof.

"Business Day" means (a) a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to close and (b) relative to the date of (i) continuing an Advance as, or converting an Advance to, a Eurodollar Advance, (ii) making any payment or prepayment of principal of or payment of interest on a Eurodollar Advance, or (iii) the undersigned giving any notice (or the number of Business Days to elapse prior to the effectiveness thereof) in connection with any matter referred to in (b)(i) or (b)(ii), any day on which dealings in U.S. dollars are carried on in the London interbank Eurodollar market.

"Eurocurrency Reserve Requirement" means for any day as applied to a Eurodollar Advance, the aggregate (without duplication) of the rates (expressed as a decimal fraction) of reserve requirements in effect on such day (including, without limitation, basic, supplemental, marginal and emergency reserves under any regulations of the Board of Governors of the Federal Reserve System or other governmental authority having jurisdiction with respect thereto), as from time to time hereafter in effect, dealing with reserve requirements prescribed for Eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of such Board) maintained by a member bank of such system.

"Interest Period" with respect to any Eurodollar Advance means:

(a) Initially, the period commencing on the date such Eurodollar Advance is made and ending one, two or three months thereafter; and

(b) thereafter, ending each period commencing on the last day of the next preceding Interest Period applicable to such Eurodollar Advance and one, two or three months thereafter, as selected by the undersigned by irrevocable notice to the Bank not less than two (2) Business Days prior to the last day of the then current Interest Period with respect to such Eurodollar Advance; provided, however, that all of the foregoing provisions relating to Interest Periods are subject to the following:

(i) if any Interest Period pertaining to a Eurodollar Advance would otherwise end on a day which is not a Business Day, the Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month, in which event such Interest Period shall end on the immediately preceding Business Day;

(ii) if the undersigned shall fail to give notice as provided in clause (b) above, the undersigned shall be deemed to have requested conversion of the affected Eurodollar Advance to a Prime Rate Advance on the last day of the then current Interest Period with respect thereto;

(iii) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month; and

(iv) no Interest Period may be selected which ends later than the Maturity Date.

"LIBOR Rate" shall mean with respect to the Interest Period pertaining to a Eurodollar Advance, the rate per annum equal to the quotient (rounded upwards to the next higher 1/16 of one percent) of (a) the annual rate of interest at which dollar deposits of an amount comparable to the amount of such Loan and for a period equal to the Interest Period applicable thereto are offered to the Bank in the London interbank market at approximately 11:00 a.m. (London time) on the second Business Day prior to the beginning of such Interest Period, divided by (b) a number equal to 1.00 minus the Eurocurrency Reserve Requirement, if any.

"Minimum Interest Rate" means two hundred (200) basis points in excess of the rate of interest determined by the Bank in accordance with its customary procedures and utilizing such electronic or other quotation sources as it considers appropriate to be the prevailing rate per annum in effect each banking day at which deposits in United States dollars for a one month period, determined by the Bank in its sole discretion, are offered to the Bank by first class banks in the London Interbank Market shortly after 11:00 a.m. (London time) two banking days prior to the date such rate of interest shall be effective and applied to each existing and future Prime Rate Advance under the Line.

"Prime Rate" shall mean a fluctuating rate per annum equal to the prime rate of interest announced by the Bank from time to time at its principal office as its prime commercial lending rate, which rate is not intended to be the lowest rate of interest charged by the Bank to its borrowers. Any change in the Prime Rate shall take effect on the date of the change in the Prime Rate.

Exhibit C-4, p5

The term "undersigned" as used herein shall, if this Note is signed by more than one party, unless otherwise stated herein, mean the "undersigned and each of them" and each undertaking herein contained shall be their joint and several undertaking. The Bank may proceed against one or more of the undersigned at one time or from time to time as it elects in its sole and absolute discretion.

In the event that the Bank shall have determined (which determination shall be conclusive and binding upon the undersigned) that, by reason of circumstances affecting the London interbank market, adequate and reasonable means do not exist for ascertaining the LIBOR Rate for any requested Interest Period or with respect to the continuation of a Eurodollar Advance beyond the expiration of the then current Interest Period with respect thereto, the Bank shall forthwith give notice of such determination, confirmed in writing, to the undersigned. If such notice is given, any outstanding Eurodollar Advance shall be converted, on the last day of the then current Interest Period with respect thereto, to a Prime Rate Advance. Such notice shall be withdrawn by the Bank when the Bank shall determine that adequate and reasonable means exist for ascertaining LIBOR Rate.

Notwithstanding anything to the contrary contained elsewhere in this Note, if any change after the date hereof in law, rule, regulation, guideline or order or in the interpretation thereof by any governmental authority charged with the administration thereof, shall make it unlawful for the Bank to make or maintain any Advance as a Eurodollar Advance, then, by written notice to the undersigned, the Bank may require that the Eurodollar Advance be converted to a Prime Rate Advance, whereupon the Eurodollar Advance shall be automatically converted to a Prime Rate Advance as of the date of such notice to the undersigned.

In the event that any change in applicable law or regulation, or in the interpretation thereof by any governmental authority charged with the administration thereof, shall impose on or deem applicable to the Bank any reserve requirements against this Note or the Line or impose upon the Bank any other costs or assessments, the undersigned shall pay to the Bank on demand an amount sufficient to compensate the Bank for the additional cost resulting from the maintenance or imposition of such reserves, costs or assessments.

Any consents, agreements, instructions or requests pertaining to any matter in connection with this Note, signed by any one of the undersigned, shall be binding upon all of the undersigned. This Note shall bind the respective successors, heirs or representatives of the undersigned. This Note and the Line shall not be assigned by the undersigned without the Bank's prior written consent.

IN WITNESS WHEREOF, the undersigned has duly executed this Note the day and year first above written.

Columbia Utilities, LLC

Columbia Utilities Power, LLC

Palmco Energy FL LLC

Palmco Power FL LLC

Palmco Energy GA LLC

Palmco Power GA LLC

Palmco Power CT LLC

Palmco Energy CT LLC

Palmco Energy IL LLC

Palmco Power IL LLC

QW
RVP

Exhibit C-4, p 6

Palmco Energy IN, LLC

Palmco Power IN, LLC

Palmco Power KY LLC

Palmco Energy KY LLC

Palmco Energy MD LLC

Palmco Power MD LLC

Palmco Energy MA LLC

Palmco Power MA LLC

Palmco Energy OH LLC

Palmco Power OH LLC

Palmco Energy PA LLC

Palmco Power PA LLC

Palmco Power VA LLC

Palmco Energy VA LLC

Palmco Power DC LLC

Palmco Energy DC LLC

Palmco Power NJ LLC

Palmco Energy NJ LLC

Witness: Stephen Moser

By: Robert Palmere
Name: Managing Member
Title: Robert Palmere
10/6/2011

Borrower's Address:
1350 60th Street
Brooklyn, NY 11219

REDACTED
EXHIBIT C-4 OF SECTION C-4 OF
PALMCO ENERGY OH, LLC
NATURAL GAS APPLICATION
FOR RENEWAL CERTIFICATION

**EXHIBIT C-4 OF SECTION C-4 OF
PALMCO ENERGY OH, LLC
NATURAL GAS APPLICATION FOR
RENEWAL CERTIFICATION**

**CONFIDENTIAL AND PROPRIETARY
INFORMATION OMITTED**

Pro Forma

INCOME STATEMENT - PALMCO ENERGY OH, LLC

Year End 2012

**January 1 to
December 31
2012****REVENUES:**

| | |
|----------------------------------|-----------------|
| Sales - Natural Gas | \$ 145,000 |
| Sales - Unbilled Natural Gas | <u>(10,000)</u> |
| Total Revenues from Sales | 135,000 |

COST OF SALES:

| | |
|----------------------------|----------------------|
| Purchases - Natural Gas | <u>75,000</u> |
| Total Cost of Sales | <u>75,000</u> |

| | |
|------------------------------|----------------------|
| Gross Profit on Sales | <u>60,000</u> |
|------------------------------|----------------------|

LESS OTHER EXPENSES:

| | |
|----------------------------------|---------------------|
| Selling Expenses | 2,000 |
| General & Administrative Expense | 1,000 |
| Total Other Expenses | <u>3,000</u> |

**Net Income for Period Transferred to
Members' Equity**

\$ 57,000

Pro Forma
BALANCE SHEET - PALMCO ENERGY OH, LLC
Year End 2012

January 1 to
December 31
2012

ASSETS

CURRENT ASSETS:

| | |
|--------------------------------|---------------|
| Cash and Cash Equivalents | \$ 30,000 |
| Accounts Receivable | 40,000 |
| Accounts Receivable - Unbilled | 5,000 |
| Total Current Assets | 75,000 |

OTHER:

| | |
|---------------------|-------------------------|
| Security Deposits | 10,000 |
| Total Assets | <u>\$ 85,000</u> |

LIABILITIES

CURRENT LIABILITIES:

| | |
|----------------------------------|----------------------|
| Accounts Payable | \$ 10,000 |
| Accrued Expenses | 8,000 |
| Total Current Liabilities | <u>18,000</u> |

MEMBERS' EQUITY

| | |
|---|-------------------------|
| Balance January 1, 2011 | 10,000 |
| Add: Net Income for Period January 1 to December 31, 2012 | 57,000 |
| Total Members' Equity December 31, 2012 | <u>67,000</u> |
| Total Liabilities and Members' Equity | <u>\$ 85,000</u> |

Pro Forma

CASHFLOW STATEMENT - PALMCO ENERGY OH, LLC

Year End 2012

January 1 to
December 31
2012

CASH FLOWS FROM OPERATING ACTIVITIES:

| | |
|------------------------------------|-----------------|
| Cash Received from Customers | \$ 145,000 |
| Cash Paid to Suppliers & Employees | <u>(85,000)</u> |

| | |
|--|---------------|
| Net Cash Provided by (Used In) Operating Activities | <u>60,000</u> |
|--|---------------|

| | |
|---|--------|
| Total Increase in Cash Equivalents | 60,000 |
|---|--------|

| | |
|--------------------------------------|---------------|
| Cash Equivalents Beginning of Period | <u>30,000</u> |
|--------------------------------------|---------------|

| | |
|--|------------------|
| Cash & Cash Equivalents End of Period | <u>\$ 90,000</u> |
|--|------------------|

| | |
|---|------------------|
| Net Provided by (Cash Used) In Operating Activities as Above | <u>\$ 90,000</u> |
|---|------------------|

Pro Forma
INCOME STATEMENT - PALMCO ENERGY OH, LLC
Year End 2013

| | January 1 to December 31 <u>2013</u> |
|---|--|
| REVENUES: | |
| Sales - Natural Gas | \$ 152,250 |
| Sales - Unbilled Natural Gas | <u>(10,500)</u> |
| Total Revenues from Sales | 141,750 |
| COST OF SALES: | |
| Purchases - Natural Gas | <u>78,750</u> |
| Total Cost of Sales | <u>78,750</u> |
| Gross Profit on Sales | <u>63,000</u> |
| LESS OTHER EXPENSES: | |
| Selling Expenses | 2,100 |
| General & Administrative Expense | 1,000 |
| Total Other Expenses | <u>3,100</u> |
| Net Income for Period Transferred to Members' Equity | <u><u>\$ 59,900</u></u> |

For the Year 2013, we are assuming a growth of
5% to be conservative

Pro Forma
BALANCE SHEET - PALMCO ENERGY OH, LLC
Year End 2013

January 1 to
December 31
2013

ASSETS

CURRENT ASSETS:

| | |
|--------------------------------|---------------|
| Cash and Cash Equivalents | \$ 31,500 |
| Accounts Receivable | 42,000 |
| Accounts Receivable - Unbilled | 5,250 |
| Total Current Assets | 78,750 |

OTHER:

| | |
|---------------------|-------------------------|
| Security Deposits | 10,000 |
| Total Assets | <u>\$ 88,750</u> |

LIABILITIES

CURRENT LIABILITIES:

| | |
|----------------------------------|----------------------|
| Accounts Payable | \$ 10,500 |
| Accrued Expenses | 8,000 |
| Total Current Liabilities | <u>18,500</u> |

MEMBERS' EQUITY

| | |
|---|--------------------------|
| Balance January 1, 2012 | 67,000 |
| Add: Net Income for Period January 1 to December 31, 2013 | 59,900 |
| Total Members' Equity December 31, 2013 | <u>126,900</u> |
| Total Liabilities and Members' Equity | <u>\$ 145,400</u> |

For the Year 2013, we are assuming a growth of
5% to be conservative

Pro Forma
CASHFLOW STATEMENT - PALMCO ENERGY OH, LLC
Year End 2013

| | January 1 to December 31 <u>2013</u> |
|---|--|
| CASH FLOWS FROM OPERATING ACTIVITIES: | |
| Cash Received from Customers | \$ 152,250 |
| Cash Paid to Suppliers & Employees | <u>(85,850)</u> |
| Net Cash Provided by (Used In) Operating Activities | <u>66,400</u> |
| Total Increase in Cash Equivalents | 66,400 |
| Cash Equivalents Beginning of Period | <u>31,500</u> |
| Cash & Cash Equivalents End of Period | <u>\$ 97,900</u> |
| Net Provided by (Cash Used) In Operating Activities as Above | <u>\$ 97,900</u> |

For the Year 2013, we are assuming a growth of
5% to be conservative

*Exhibit C-6 and C-7, p1***D&B Business Information Report**

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ATTN: .

Report Printed: DEC 09 2011

BUSINESS SUMMARY**PALMCO ENERGY OH LLC**
1350 60th St
Brooklyn, NY 11219This is a **single** location.**D-U-N-S Number:** 83-007-7736**Telephone:** 718 851-6655**D&B Rating:** --**Manager:** ROBERT PALMESE, MNG MBR**Year started:** 2009**Employs:** 1**History:** INCOMPLETE**SIC:** 4924**Line of business:** Natural gas distribution**SPECIAL EVENTS**

10/16/2011

Source(s) indicate the address shown above may no longer be used by this business.

SUMMARY ANALYSIS**D&B Rating:--**

The blank rating symbol should not be interpreted as indicating that credit should be denied. It simply means that the information available to D&B does not permit us to classify the company within our rating key and that further enquiry should be made before reaching a decision. Some reasons for using a "-" symbol include: deficit net worth, bankruptcy proceedings, insufficient payment information, or incomplete history information. For more information, see the D&B Rating Key.

Below is an overview of the company's rating history since 02/05/10:

| D&B Rating | Date Applied |
|------------|--------------|
| -- | 02/05/10 |

The Summary Analysis section reflects information in D&B's file as of December 5, 2011.

CUSTOMER SERVICE

If you have questions about this report, please call our Customer Resource Center at 1.800.234.3867 from anywhere within the U.S. If you are outside the U.S. contact your local D&B office.

*** Additional Decision Support Available ***

Additional D&B products, monitoring services and specialized investigations are available to help you evaluate this

Exhibit C-6 and C-7, p2

company or its industry. Call Dun & Bradstreet's Customer Resource Center at 1.800.234.3867 from anywhere within the U.S. or visit our website at www.dnb.com.

HISTORY

The following information was reported **02/05/2010**:

Management: ROBERT PALMESE, MEMBER

A check with the New York Secretary of State found no charter for the captioned business.

Business started 2009.

ROBERT PALMESE. Antecedents are unknown. 2006-present active as a member with Columbia Utilities Power, LLC, Brooklyn, NY.

Exact start date is undetermined. The original business report for the company was created by D&B on March 31, 2009. Since D&B can confirm ongoing operation from outside sources as of February 5, 2010, a reference start date of 2009 will be presented.

AFFILIATES:

The following are related through common principals, management and/or ownership: Columbia Utilities Power, LLC, Brooklyn, NY. Started '2006'. DUNS #787817283. Operates as engaged in energy generation (100%). Intercompany relations: None reported by management.

OPERATIONS

02/05/2010

Description: Operates as a provider of natural gas distribution (100%).

Terms are undetermined. Sells to undetermined.

Employees: 1.

Facilities: Occupies premises in a building.

SIC & NAICS

SIC:

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

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

49240000 Natural gas distribution

NAICS:

221210 Natural Gas Distribution

PAYMENT SUMMARY

D&B has not received a sufficient sample of payment experiences to establish a PAYDEX score.

D&B receives over 600 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received. At this time, none of those experiences relate to this company.

Exhibit C-6 and C-7, p 3

FINANCE**02/05/2010**

As of February 5, 2010, several attempts to contact the management of this business have been unsuccessful. Inside sources confirmed name of the captioned business.

Incomplete history caption has been applied due to the following factor(s)

-- Nature of legal structure has not been clearly established. -- Exact start date is undetermined.

As of February 5 2010 a search of Dun & Bradstreets Public Record database found no open suits, liens, judgements or UCCs to which Palmco Energy OH LLC at 1350 60th St, Brooklyn NY was named defendant or debtor. Public records received hereafter will be entered into the database and will be included in reports which contain a Public Filings section.

PUBLIC FILINGS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

UCC FILINGS

Collateral: All Negotiable instruments and proceeds - All Inventory and proceeds - All Account (s) and proceeds - All Contract rights and proceeds - and OTHERS
Type: Original
Sec. party: CITIBANK N A, IRVING, TX
Debtor: PALMCO ENERGY OH LLC
Filing number: OH00139705050
Filed with: SECRETARY OF STATE/UCC DIVISION, COLUMBUS, OH
Date filed: 01/15/2010
Latest Info Received: 01/27/2010

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

GOVERNMENT ACTIVITY**Activity summary**

| | |
|---|----|
| Borrower (Dir/Guar): | NO |
| Administrative debt: | NO |
| Contractor: | NO |
| Grantee: | NO |
| Party excluded from federal program(s): | NO |

Possible candidate for socio-economic program consideration

| | |
|---------------------|------------|
| Labor surplus area: | N/A |
| Small Business: | YES (2011) |
| 8(A) firm: | N/A |

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Exhibit C-6 and C-7, p4

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