



PUCO USE ONLY – Version 1.07		
Date Received	Renewal Certification Number	ORIGINAL CRS Case Number
		12-1134-GA-CRS

RENEWAL CERTIFICATION APPLICATION COMPETITIVE RETAIL NATURAL GAS SUPPLIERS

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, 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 renew its certificate as: (check all that apply)

☐ Retail Natural Gas Aggregator ☐ Retail Natural Gas Broker ☒ Retail Natural Gas Marketer

A-2 Applicant information:

Legal Name North American Power and Gas, LLC
Address 20 Glover Avenue, Norwalk, CT 06850
Telephone No. 203-939-1125 Web site Address www.napower.com
Current PUCO Certificate No. 12-249(1) Effective Dates 05/03/2012 to 05/03/2014

A-3 Applicant information under which applicant will do business in Ohio:

Name North American Power and Gas, LLC
Address 145 Baker Street, Marion, OH, 43302
Web site Address www.napower.com Telephone No. 888-313-9086

A-4 List all names under which the applicant does business in North America:

North American Power

A-5 Contact person for regulatory or emergency matters:

Name Keenia Joseph Title Director of Regulatory Affairs
Business Address 20 Glover Avenue, Norwalk, CT 06850
Telephone No. 203-663-9757 Fax No. 203-663-9762 Email Address kjoseph@napower.com

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

Name Chad Klein Title Manager of Compliance
Business address 20 Glover Avenue, Norwalk, CT 06850
Telephone No. 203-663-9724 Fax No. 203-286-2064 Email Address cklein@napower.com

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

Customer service address 20 Glover Avenue, Norwalk, CT 06850
Toll-Free Telephone No. 888-313-9086 Fax No. 203-286-2064 Email Address customercare@napower.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 KBHR Statutory Agency Title Statutory Agent
Business address 65 E. State Street, Suite 1800, Columbus, Ohio 43215
Telephone No. 614-462-5400 Fax No. 614-462-2634 Email Address n/a

A-9 Applicant's federal employer identification number 27-1077320

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 checked="" type="checkbox"/> Residential	Beginning Date of Service	11/27/2013	End Date	Active
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service	11/27/2013	End Date	Active
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service		End Date	Active
<input checked="" type="checkbox"/> Industrial	Beginning Date of Service		End Date	Active

☒ **Dominion East Ohio**

<input checked="" type="checkbox"/> Residential	Beginning Date of Service	11/19/2013	End Date	Active
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service	11/19/2013	End Date	Active
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service		End Date	Active
<input checked="" type="checkbox"/> Industrial	Beginning Date of Service		End Date	Active

☒ **Duke Energy Ohio**

<input checked="" type="checkbox"/> Residential	Beginning Date of Service	10/28/2013	End Date	Active
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service	10/28/2013	End Date	Active
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service		End Date	Active
<input checked="" type="checkbox"/> Industrial	Beginning Date of Service		End Date	Active

☒ **Vectren Energy Delivery of Ohio**

<input checked="" type="checkbox"/> Residential	Beginning Date of Service	10/30/2013	End Date	Active
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service	10/30/2013	End Date	Active
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service		End Date	Active
<input checked="" type="checkbox"/> Industrial	Beginning Date of Service		End Date	Active

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 type="checkbox"/>	Columbia Gas of Ohio	Intended Start Date
<input type="checkbox"/>	Dominion East Ohio	Intended Start Date
<input type="checkbox"/>	Duke Energy Ohio	Intended Start Date
<input type="checkbox"/>	Vectren Energy Delivery of Ohio	Intended Start Date

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.

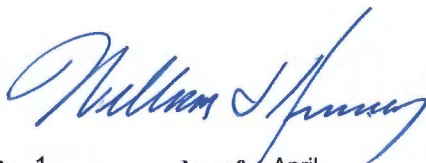
- C-6 Exhibit C-6 "Credit Rating,"** provide a statement disclosing the applicant's current credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody's Investors Service, Standard & Poors, or a similar organization. In instances 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



President

Sworn and subscribed before me this 1

day of April

Month 2014

Year

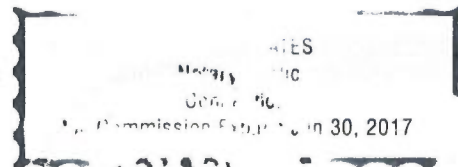


Carol Bates Office Manager

Signature of official administering oath

Print Name and Title

My commission expires on





The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service Affidavit Form (Version 1.07)

In the Matter of the Application of)

North American Power and Gas, LLC)

for a Certificate or Renewal Certificate to Provide)

Competitive Retail Natural Gas Service in Ohio.)

Case No. 12 - 1134 -GA-CRS

County of FAIRFIELD

State of CT

William Kinneary

[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

President

Sworn and subscribed before me this 1 day of April Month 2014 Year

Signature of Official Administering Oath

Carol Bates Office Manager

Print Name and Title

My commission expires on

CAROL A BATES
Notary Public
Connecticut

My Commission Expires Jun 30, 2017

(CRNGS Supplier Renewal)

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North American Power and Gas
Exhibit A-14

Exhibit A-14 Principal Officers, Directors & Partners

Kerry Breitbart, CEO

20 Glover Avenue
Norwalk, CT 06850
203-663-9702

Carey Turnbull, Chairman

20 Glover Avenue
Norwalk, CT 06850
888-313-9086

Bill Kinneary, President

20 Glover Avenue
Norwalk, CT 06850
203-663-9730

Camilo Calvo, VP, Business Development

1850 Parkway Place
One Parkway Center, STE 320
Marietta, GA 30067
678-831-0121

Chris Sattler, COO

20 Glover Avenue
Norwalk, CT 06850
203-663-9703

Dana Coates, VP, Performance and Metrics

20 Glover Avenue
Norwalk, CT 06850
203-663-9725

James Mannion, Senior VP, Network Sales

20 Glover Avenue
Norwalk, CT 06850
203-663-9710

Matthew Redett, CFO

20 Glover Avenue
Norwalk, CT 06850
203-663-9713

Taff Tschamler, Senior Vice President, Sales & Services

20 Glover Avenue
Norwalk, CT 06850
203-663-9733

North American Power and Gas
Exhibit A-14

Greg Breitbart, CMO
20 Glover Avenue
Norwalk, CT 06850
203-663-9701

Paul Rossi, VP-Natural Gas Supply
20 Glover Avenue
Norwalk, CT 06850
203-663-9756

Stacy Havlicek, VP, Electricity Supply
20 Glover Avenue
Norwalk, CT 06850
203-663-9754

Steven Meeks, Chief Information Officer
20 Glover Avenue
Norwalk, CT 06850
203-663-9737

Exhibit A-15 Corporate Structure

Applicant, North American Power and Gas, LLC is a privately held corporation with its parent as North American Power and Gas Services, LLC.

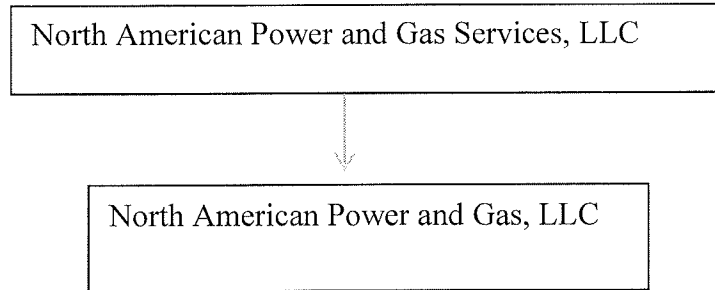


Exhibit A-16 Company History

North American Power and Gas, LLC was founded in 2009 by Kerry Breitbart and Carey Turnbull, two former CEOs of energy companies with combined executive experience of over 50 years. Headquartered in Norwalk, Connecticut, North American Power is licensed and eligible to supply natural gas in four (4) states, New York, New Jersey, Ohio, and Pennsylvania. The Company is also licensed and eligible to supply electricity in eleven (11) states; Connecticut, Illinois, Maine, Pennsylvania, Maryland, New Hampshire, New Jersey, New York, Ohio, Rhode Island and Texas. In these markets, North American Power currently services customers in over forty different territories.

North American Power and Gas
Exhibit A-17

Exhibit A-17 Articles of Incorporation and Bylaws

Please see attached North American Power and Gas, LLC Articles of Incorporation and Bylaws.

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NORTH AMERICAN POWER AND GAS, LLC**

This Amended and Restated Limited Liability Company Agreement (together with the schedules attached hereto, this "Agreement") of NORTH AMERICAN POWER AND GAS, LLC (the "Company"), is entered into on October 9, 2012 by North American Power & Gas Services, LLC ("Parent"), as the sole equity member (the "Member"), and each member of the Management Committee (as defined herein) on the date hereof.

Capitalized terms used and not otherwise defined herein have the meanings set forth on Schedule A hereto.

The initial members of the Company executed and delivered a Limited Liability Company Agreement, dated as of the October 7, 2009 (as amended to date, the "Existing Agreement"). Such initial members, by execution of the Existing Agreement and the filing of its Certificate of Formation (the "Certificate") with the Secretary of State of the State of Delaware, formed the Company as a limited liability company pursuant to and in accordance with the Existing Agreement and the Delaware Limited Liability Company Act (6. Del. C. § 18-101 et seq.), as amended from time to time (the "Act"). The Member has acquired all the membership interests in the Company.

The Member hereby agrees that the Existing Agreement is amended and restated as follows:

Section 1. Name.

The name of the Company is North American Power and Gas, LLC.

Section 2. Principal Business Office.

The principal business office of the Company shall be located at 20 Glover Avenue, Norwalk, CT 06850 or such other location as may hereafter be determined by the Member.

Section 3. Registered Office.

The address of the registered office of the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801.

Section 4. Registered Agent.

The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

Section 5. Members.

- (a) The mailing address of the Member is set forth on Schedule B attached hereto.
- (b) Subject to Section 10, the Member may act by written consent.
- (c) On or prior to December 31, 2012, the Member will select a person approved by BP Energy Company to be the "Spring Member". Such person will enter into an amendment to this Agreement evidencing his or her agreement to serve in such capacity.

Section 6. Certificates.

The Member is the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in such jurisdictions in which the Company may wish to conduct business.

The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation as provided in the Act.

Section 7. Purposes.

Notwithstanding anything to the contrary in this Agreement or in any other document governing the formation, management or operation of the Company, the sole purpose to be conducted or promoted by the Company is to engage in the following activities:

- (i) to engage in the business of offering electricity supply for sale and selling electricity supply to retail residential and commercial customers within the United States through proprietary Company sales programs and also through relationships with gas, oil and other distributors, telemarketers, direct mail firms, door to door sales networks, energy brokers and consultants, and other sales channels; and
- (ii) to engage in any lawful act or activity and to exercise any powers permitted to limited liability companies organized under the laws of the State of Delaware that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above mentioned purposes.

Section 8. Powers.

Subject to Section 10, the Company, and the Managers on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth in Section 7 and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

Section 9. Management of the Company.

(a) Management of Business. Except as otherwise expressly provided in this Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, a management committee (the "Management Committee") as described herein.

(b) Management Committee.

(i) The Management Committee shall initially consist of two (2) Managers. On or before December 31, 2012, the Member shall appoint an Independent Manager consented to by BP Energy Company and thereafter the Management Committee shall consist of three (3) Managers, including the Independent Manager. As of the date hereof, the Managers are Kerry Breitbart and Carey Turnbull. Subsequent Managers shall be appointed by the Member.

(ii) The Member shall cause the Company at all times after December 31, 2012 to have at least one Independent Manager who, along with the other Managers, will be appointed by the Member. To the fullest extent permitted by law, including Section 18-1101(c) of the Act, the Independent Manager shall consider only the interests of the Company, including its respective creditors, in acting or otherwise voting on the matters referred to in Section 9(o). No resignation or removal of the Independent Manager, and no appointment of a successor Independent Manager, shall be effective until such successor (i) shall have accepted his or her appointment as the Independent Manager by a written instrument (which may be a counterpart signature page to this Agreement), and (ii) shall have executed a counterpart to this Agreement. In the event of a vacancy in the position of Independent Manager, the Member shall, as soon as practicable, appoint a successor Independent Manager. All right, power and authority of the Independent Manager shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Agreement. Except as provided in the second sentence of this Section 9(b)(ii), in exercising its rights and performing its duties under this Agreement, the Independent Manager shall have a fiduciary duty of loyalty and care similar to that of a director of a business corporation organized under the General Corporation Law of the State of Delaware. No Independent Manager shall at any time serve as trustee in bankruptcy for any Affiliate of the Company.

(c) General Powers of Management Committee. Except as may otherwise be expressly provided in this Agreement, the Management Committee shall have complete and exclusive discretion in the management and control of the business and affairs of the Company, including the right to make and control all ordinary and usual decisions concerning the business and affairs of the Company. The Management Committee shall possess all power, on behalf of the Company, to do or authorize the Company or to direct the executive officers of the Company, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company in accordance with the terms of this Agreement. Notwithstanding the foregoing and any other provision contained in this Agreement to the contrary, the Management Committee shall not take any action, or authorize the Company or any of its officers to take any action, that would be inconsistent with the restrictions set forth in Sections 7 and 10. With the

consent of the sole Member, which consent the sole Member believes to be in the best interest of the sole Member and the Company, to the fullest extent permitted by law, none of the Managers shall owe a fiduciary duty or other obligation to the Member with regard to any action to be taken under or in connection with the management of the business or affairs of the Company (other than to act in good faith and as may specifically be required by the law of any applicable jurisdiction). Instead, to the fullest extent permitted by law, each Manager's fiduciary duty and other obligations with regard to such action shall be owed to the Company (including its creditors).

(d) Place of Meetings. Meetings of the Management Committee may be held either within or without the State of Delaware at whatever place is specified in the call of the meeting. In the absence of specific designation, the meetings shall be held at the principal office of the Company as provided in Section 2. The Management Committee may appoint from among themselves a chairperson to preside at meetings of the Management Committee. Any Manager shall be permitted to attend any meeting of the Management Committee in person or by conference telephone call. Participation in a meeting by means of conference telephone shall constitute presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(e) Regular Meetings. The Management Committee shall meet at least annually. No notice need be given to Managers of regular meetings for which the Managers have previously designated a time and place for the meeting.

(f) Special Meetings. Special meetings of the Management Committee may be held at any time upon the request of the President of the Company or Majority Vote of the Managers. A notification of any special meeting shall be sent to the last known address of each Manager at least two (2) days before the meeting. Notification of the time, place and purpose of such meeting may be waived in writing before or after such meeting, and shall be equivalent to the giving of a notification. Attendance of a Manager at such meeting shall also constitute a waiver of notification thereof, except where such Manager attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Management Committee need be specified in the notice or waiver of notice of such meeting.

(g) Quorum of and Action by Management Committee. The presence of a majority of the Managers shall constitute a quorum for the transaction of business at any meeting of the Management Committee. Except as otherwise expressly set forth in this Agreement, any action to be taken or approved by the Management Committee hereunder must be taken or approved by Majority Vote of the Management Committee (or, to the extent required by this Agreement, the affirmative vote or consent of all members of the Management Committee) and any action so taken or approved shall constitute the act of the Management Committee.

(h) Compensation. The Management Committee shall determine the compensation of the Managers; provided, that, subject to the provisions of Section 9(c), nothing contained herein shall preclude any Manager from receiving compensation pursuant to any employment

agreement with the Company for services rendered to the Company. Managers shall be entitled to reimbursement for their reasonable out-of-pocket expenses incurred in attending any meeting.

(i) Resignation and Removal. Any Manager (except the Independent Manager) may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Company. The Member may remove any Manager at any time either for or without cause.

(j) Vacancies. Any vacancy occurring with respect to a Manager shall be filled by the Member pursuant to Section 9(b).

(k) Action by Written Consent. Any action that may be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the Managers, and such consent shall have the same force and effect as a unanimous vote of the Management Committee at a meeting duly called and held. No notice shall be required in connection with the use of a written consent pursuant to this Section 9(k).

(l) Other Business. The Managers may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. Neither the Company nor the Member shall have any rights in or to such independent ventures of the Managers or the income or profits therefrom by virtue of this Agreement.

(m) Standard of Care; Liability. Every Manager (including the Independent Manager) shall discharge his or her duties as a manager in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the best interests of the Company. To the fullest extent permitted by law, a Manager shall not be liable for any monetary damages to the Company for any breach of such duties except for receipt of a financial benefit to which the Manager is not entitled or a knowing violation of the law.

(n) Appointment of Officers; President. The Management Committee shall appoint officers of the Company, including a President of the Company, to assist with the day-to-day management of the business affairs of the Company. Any President so appointed shall be the Chief Executive Officer of the Company, subject at all times to the direction of the Management Committee. The officers shall have such powers and perform such duties as may from time to time be assigned to him or her by the Management Committee. No officer shall have greater power and authority than the Management Committee and shall not, on behalf of the Company, take or authorize any other Person to take any action on behalf of the Company that would be inconsistent with the restrictions set forth in Sections 7 and 10. The Management Committee shall have the right to remove any officer of the Company, either for or without cause, at any time. Any officer of the Company may resign upon written notice to the Management Committee. As of the date hereof, Bill Kinneary is the President, Kerry Breitbart is Chief Executive Officer, and Carey Turnbull is Chairman. The appointment of new or substitute officers shall be made by the Management Committee in accordance with this Agreement. Except as provided in this Agreement or by action of the Management Committee, an officer

shall have the same rights, powers and duties as an officer of a corporation organized for profit under the General Corporation Law of the State of Delaware.

(o) Vote on Material Actions. Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Member, the Management Committee, any officer or any other Person, neither the Member nor the Management Committee nor any officer nor any other Person shall be authorized or empowered, nor shall they permit the Company, without the prior unanimous written consent of the Member and the Management Committee (including the Independent Manager), to take any Material Action.

Section 10 Limitations on the Company's Activities.

(a) This Section 10 is being adopted to comply with certain provisions necessary to qualify the Company as a "special purpose" entity.

(b) Notwithstanding anything to the contrary in this Agreement or in any other document governing the formation, management or operation of the Company, for so long as any Obligation is outstanding, none of the Member, the Managers nor the Company shall amend, alter or change any of Sections 1, 5(d), 5(e), 7, 8, 9, 10, 11, 18(b), 18(f), 19, 20, 21, 22, 29, or Schedule A of this Agreement (to the extent that the terms defined in Schedule A are used in any of the foregoing sections) (the "Special Purpose Provisions"), or any other provision of this or any other document governing the formation, management or operation of the Company in a manner that is inconsistent with any of the Special Purpose Provisions. Subject to this Section 10, the Management Committee and the Member reserve the right to amend, alter, change or repeal any provisions contained in this Agreement in accordance with Section 29. In the event of any conflict between any of the Special Purpose Provisions and any other provision of this or any other document governing the formation, management or operation of the Company, the Special Purpose Provisions shall control.

(c) The Member and the Managers shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. Notwithstanding anything to the contrary in this Agreement or in any other document governing the formation, management or operation of the Company, the Managers also shall cause the Company to and the Company shall:

- (i) maintain books and records and bank accounts separate from those of any other Person;
- (ii) maintain its assets in such a manner that it is not costly or difficult to segregate, identify or ascertain such assets;
- (iii) comply with all organizational formalities necessary to maintain its separate existence;
- (iv) hold itself out to creditors and the public as a legal entity separate and distinct from any other entity;

- (v) maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person and not have its assets listed on any financial statement of any other Person; except that the Company's assets may be included in a consolidated financial statement of any Affiliate so long as appropriate notation is made on such consolidated financial statements to indicate the separateness of the Company from such Affiliate and to indicate that the Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person;
- (vi) prepare and file its own tax returns separate from those of any Person to the extent required by applicable law, and pay any taxes required to be paid by applicable law;
- (vii) allocate and charge fairly and reasonably any common employee or overhead shared with Affiliates;
- (viii) not enter into any transaction with Affiliates except on an arm's-length basis and pursuant to written, enforceable agreements;
- (ix) conduct business in its own name, and use separate stationery, invoices and checks;
- (x) not commingle its assets or funds with those of any other Person;
- (xi) not assume, guarantee or pay the debts or obligations of any other Person;
- (xii) correct any known misunderstanding as to its separate identity;
- (xiii) not permit any Affiliate to guarantee or pay its obligations;
- (xiv) not make loans or advances to any other person;
- (xv) pay its liabilities and expenses out of its own funds;
- (xvi) maintain a sufficient number of employees in light of its contemplated business purpose and pay the salaries of its own employees, if any, only from its own funds;
- (xvii) maintain adequate capital in light of its contemplated business purpose, transactions and liabilities; provided, however, that the foregoing shall not require the Member to make additional capital contributions to the Company; and
- (xviii) cause the Managers, agents and other representatives of the Company to act at all times with respect to the Company consistently and in furtherance of the foregoing and in the best interests of the Company.

Failure of the Company, or the Member or the Managers on behalf of the Company, to comply with any of the foregoing covenants or any other covenants contained in this Agreement shall not affect the status of the Company as a separate legal entity or the limited liability of the Member or the Managers.

Section 11. Limited Liability.

Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and none of the Member or any Manager (including any Independent Manager) shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Manager of the Company.

Section 12. Capital Contributions.

The predecessors to the Member contributed to the Company the property required by the Existing Agreement.

Section 13. Additional Contributions.

The Member may make additional capital contributions to the Company, but the Member shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 14. Allocation of Profits and Losses.

The Company's profits and losses shall be allocated to the Member.

Section 15. Distributions.

Distributions shall not be made to the Member from time to time at the discretion of the Managers and on a dissolution of the Company in accordance with Section 22. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution of capital to the Member on account of its interest in the Company if such distribution would violate Sections 18-607 or 18-804 of the Act or any other applicable law or any Preferred Supplier Document.

Section 16. Books and Records.

The Managers shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Managers. The Member and its duly authorized representatives shall have the right to examine the Company books, records and documents during normal business hours. To the fullest extent permitted by law, the Company, and the Management Committee, shall not have the right to keep confidential from the Member any information that the Managers would otherwise be permitted to keep confidential from the Member pursuant to Section 18-305(c) of the Act. The Company's books of account shall be kept using the method of accounting

determined by the Member. The Company's independent auditor, if any, shall be an independent public accounting firm selected by the Member.

Section 17. Other Business.

The Member, the Managers and any Affiliate of the Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others notwithstanding any provision to the contrary at law or at equity. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

Section 18. Exculpation and Indemnification.

(a) None of the Member, Managers, any Independent Manager, any officer, any employee or agent of the Company, or any employee, representative, agent or Affiliate of the Member (collectively, the "Covered Persons") shall, to the fullest extent permitted by law, be liable to the Company or any other Person that is a party to or is otherwise bound by this Agreement, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person may be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

(b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 18 by the Company shall be provided out of and to the extent of Company assets only, and the Member and any Manager shall not have personal liability on account thereof.

(c) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 18.

(d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or

statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the Company or any other Covered Person. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member and the Managers to replace such other duties and liabilities of such Covered Person.

(f) Notwithstanding the foregoing provisions, any indemnification set forth herein shall, to the fullest extent permitted by law, not constitute a claim against the Company in the event that the Company's cash flow is insufficient to pay its Obligations.

(g) The foregoing provisions of this Section 18 shall survive any termination of this Agreement.

Section 19. Assignments.

(a) Subject to Section 21, the Member may assign all or any part of its limited liability company interest in the Company. Subject to Section 21, if the Member transfers all of its limited liability company interest in the Company pursuant to this Section 19, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Any successor to a Member by merger or consolidation shall, without further act, be the Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

(b) Notwithstanding anything to the contrary contained in this Agreement for so long as any Obligation remains outstanding, the Company shall always have one and only one member.

Section 20. Resignation.

So long as any Obligation is outstanding, the Member may not resign, except as permitted under Section 19 hereof and if an additional member is admitted to the Company pursuant to Section 21. If the Member is permitted to resign pursuant to this Section 20, an additional member of the Company shall be admitted to the Company, subject to Section 21, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the resignation and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

Section 21. Admission of Additional Members.

Subject to Section 19(b), one or more additional members of the Company may be admitted to the Company with the written consent of the Member; provided, however, that, notwithstanding the foregoing, so long as any Obligation is outstanding, no additional Member may be admitted to the Company pursuant to Sections 19, 20, or 21, other than pursuant to Section 22(a).

Section 22. Dissolution.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner required under this Section 22(a) or permitted by this Agreement or the Act or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act. If there shall, for any reason, occur any event that causes the last remaining member of the Company to cease to be a member of the Company then, to the fullest extent permitted by law, the personal representative (as defined in the Act) of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company in the Company.

(b) Notwithstanding any other provision of this Agreement, the Bankruptcy of the Member or any additional member shall not cause the Member or additional member, respectively, to cease to be a member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

(c) Notwithstanding any other provision of this Agreement, each of the Member, and any additional member waive any right it might have to agree in writing to dissolve the Company upon the Bankruptcy of the Member or additional member, or the occurrence of an event that causes the Member or additional member to cease to be a member of the Company.

(d) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(e) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company shall have been distributed to the Member in the manner provided for in this Agreement and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act.

Section 23. Waiver of Partition; Nature of Interest.

To the fullest extent permitted by law, each of the Member and any additional member admitted to the Company hereby irrevocably waives any right or power that such Person might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. The Member shall not have any interest in any specific assets of the Company, and the Member shall not have the status of a creditor with respect to any distribution pursuant to Section 15 hereof. The interest of the Member in the Company is personal property.

Section 24. Benefits of Agreement; No Third Party Rights.

(1) None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company (other than Covered Persons) or by any creditor of the Member, and (2) nothing in this Agreement shall be deemed to create any right in any Person (other than Covered Persons) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person, except for Covered Persons.

Section 25. Severability of Provisions.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

Section 26. Entire Agreement.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

Section 27. Binding Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28. Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Section 29. Amendments.

Subject to Section 10, this Agreement may be modified, altered, supplemented or amended pursuant to a written agreement executed and delivered by a Majority Vote of the Management Committee and the Member.

Section 30. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

Section 31. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to the Company at its address in Section 2, (b) in the case of the Member, to the Member at its address as listed on Schedule B attached hereto and (c) in the case of each of the foregoing, at such other address as may be designated by written notice to the other parties hereto.

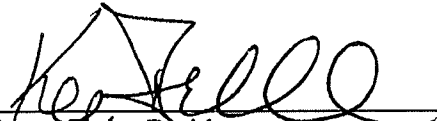
Section 32. No Recourse; Non-Petition.

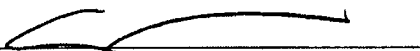
Notwithstanding anything in this Agreement to the contrary, (a) the Company shall have no obligation to indemnify any Person except to the extent that the Company has funds available for such purpose in excess of the funds needed to pay any creditors of the Company under any of the Preferred Supplier Documents and (b) any Person who is or was a Manager, Member, officer, employee, agent or other Person identified in Section 18, in consideration of the benefits potentially available to such Person under Section 18, agrees that he or she will not at any time, in his or her capacity as a creditor of the Company, institute against the Company or the Member, or join in any institution against the Company or the Member of, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings under any United States Federal or state bankruptcy or similar law in connection with any obligations relating to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Amended and Restated Limited Liability Company Agreement as of the date first set forth above.

MANAGERS


Name: Kerry Breitbart



Name: Carey Turnbull

INDEPENDENT MANAGER:

By: _____
Name: ~~[name of Springing Member]~~

SOLE MEMBER:

NORTH AMERICAN POWER & GAS
SERVICES, LLC

By: 
Name: CAREY TURNBULL
Title: MEMBER / CHAIRMAN

~~SPRINGING MEMBER:~~

By: _____
Name: ~~[name of Springing Member]~~

SCHEDULE A

Definitions

A. Definitions

When used in this Agreement, the following terms not otherwise defined herein have the following meanings:

“Act” has the meaning set forth in the preamble to this Agreement.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person.

“Agreement” means this Amended and Restated Limited Liability Company Agreement of the Company, together with the schedules attached hereto, as amended, restated or supplemented or otherwise modified from time to time.

“Bankruptcy” means, with respect to any Person, if such Person (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, or (vii) if 120 days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if within 90 days after the appointment without such Person’s consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated. The foregoing definition of “Bankruptcy” is intended to replace and shall supersede and replace the definition of “Bankruptcy” set forth in Sections 18-101(1) and 18-304 of the Act.

“Certificate of Formation” means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware on October 7, 2009, as amended or amended and restated from time to time.

“Company” means North American Power and Gas, LLC, a Delaware limited liability company.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. “Controlling” and “Controlled” shall have correlative meanings. Without limiting the generality

of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, 49% or more of the ownership interests.

“Covered Persons” has the meaning set forth in Section 18(a).

“Independent Manager” means a natural person who is not at the time of initial appointment as a manager or at any time while serving as a manager of the Company and has not been at any time during the five (5) years preceding such initial appointment:

(a) a stockholder, director, manager (with the exception of serving as an Independent Manager of the Company), officer, trustee, employee, partner, member, attorney or counsel of Company, the Member or any Affiliate of either of them;

(b) a creditor, customer, supplier, or other person who derives any of its purchases or revenues from its activities with the Member, the Company or any Affiliate of either of them;

(c) a Person Controlling or under common Control with any Person excluded from serving as Independent Manager under (a) or (b); or

(d) a member of the immediate family by blood or marriage of any Person excluded from serving as Independent Manager under (a) or (b).

A natural person who satisfies the foregoing definition other than subparagraph (b) shall not be disqualified from serving as an Independent Manager of the Company if such individual is an Independent Manager provided by a nationally-recognized company that provides professional independent managers (a “Professional Independent Manager”) and other corporate services in the ordinary course of its business. A natural person who otherwise satisfies the foregoing definition other than subparagraph (a) by reason of being the independent director or manager of a “special purpose entity” which is an Affiliate of the Company or the Member shall not be disqualified from serving as an Independent Manager of the Company if such individual is either (i) a Professional Independent Manager or (ii) the fees that such individual earns from serving as independent manager of affiliates of the Company in any given year constitute in the aggregate less than five percent (5%) of such individual’s annual income for that year. For purposes of this definition, a “special purpose entity” is an entity, whose organizational documents contain restrictions on its activities and impose requirements intended to preserve such entity’s separateness that are substantially similar to the Special Purpose Provisions of this Agreement.

“Majority Vote” means, with respect to any action to be taken by the Management Committee, the affirmative vote or consent of at least a majority of the Managers then serving on the Management Committee.

“Management Committee” has the meaning set forth in Section 9(a).

“Managers” means at any time the Persons appointed in accordance with Section 9 to serve on the Management Committee. Such Persons are “managers” as defined in the Act.

“Material Action” means to file any insolvency, or reorganization case or proceeding, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, to institute proceedings under any applicable insolvency law, to seek any relief under any law relating to relief from debts or the protection of debtors, to consent to the filing or institution of bankruptcy or insolvency proceedings against the Company, to file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy or insolvency, to seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian, or any similar official of or for the Company or a substantial part of its property, to make any assignment for the benefit of creditors of the Company, to admit in writing the Company’s inability to pay its debts generally as they become due, or to take action in furtherance of any of the foregoing.

“Member” means North American Power & Gas Services, LLC, and includes any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement, each in its capacity as a member of the Company.

“Obligations” shall mean all obligations and liabilities of the Company under or in connection with the Preferred Supplier Documents.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

“Preferred Supplier Documents” means the First Amended and Restated Preferred Supplier Agreement between the Company and BP Energy Company and the “Related Agreements” (as defined therein), as each of the same may be amended, supplemented or otherwise modified from time to time.

B. Rules of Construction

Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words “include” and “including” shall be deemed to be followed by the phrase “without limitation.” The terms “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph or subdivision. The Section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All Section, paragraph, clause, Exhibit or Schedule references not attributed to a particular document shall be references to such parts of this Agreement. References herein to any agreement, document or instrument means such agreement, document or instrument as amended, supplemented or modified and in effect from time to time in accordance with the terms thereof.

SCHEDULE B

Member

<u>Name</u>	<u>Mailing Address</u>	<u>Membership Interest</u>
North American Power & Gas Services, LLC	20 Glover Avenue, Norwalk, CT 06850	100%

North American Power and Gas
Exhibit A-18**Jon Husted**
Ohio Secretary[Jon Husted & the Office](#) | [Elections & Voting](#) | [Campaign Finance](#) | [Legislation & Ballot Issues](#) | [Businesses](#) | [Records](#) | [Media Center](#) | [Publications](#)**Business Filing Portal**your **BUSINESS** begins here[General Information](#) | [Business Search](#) | [UCC Search](#) | [Trade Mark / Service Mark Search](#) | [Prepayment Accounts](#) | [Help](#)Business Name
Business Name - Exact
Number Search
Agent/Contact Name
Prior Business Name**Corporation Details**

Corporation Details		
Entity Number	2054849	
Business Name	NORTH AMERICAN POWER AND GAS, LLC	
Filing Type	FOREIGN LIMITED LIABILITY COMPANY	
Status	Active	
Original Filing Date	10/13/2011	
Expiry Date		
Location	County	State: DELAWARE
Agent / Registrant Information		
NATIONAL REGISTERED AGENTS, INC 1300 EAST NINTH STREET CLEVELAND, OH 44114 Effective Date: 02/06/2013 Contact Status: Active		
Filings		
Filing Type	Date of Filing	Document Number/Image
REG OF FOR PROFIT LIM LIAB CO	10/13/2011	201129201310
AGENT ADDRESS CHANGE LIMITED LIABILITY PARTNERS	02/06/2013	201303700038

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Exhibit B-1 Jurisdictions of Operation

North American Power and Gas, LLC currently licensed and eligible to supply competitively priced natural gas in the following states:

- Ohio
- New Jersey
- New York
- Pennsylvania

North American Power and Gas, LLC currently licensed and eligible to supply competitively priced power in the following states:

- Connecticut
- Illinois
- Maryland
- Maine
- New Hampshire
- New Jersey
- New York
- Pennsylvania
- Rhode Island

Exhibit B-2 Experience & Plans

Since launching in March of 2010, North American Power (NAP) obtained authority to sell, market and provide natural gas in three (3) states, New York, New Jersey and Ohio. The Company is also licensed and eligible to provide electricity supply in eleven (11) states; Connecticut, Illinois, Maine, Pennsylvania, Maryland, New Hampshire, New Jersey, New York, Ohio, Rhode Island and Texas. In these markets, North American Power currently services customers in forty different territories.

NAP has a proven track record in the electric and natural gas industry as a supplier/marketer license in and serving natural gas and electric customers in the states where authorized. NAP utilizes two main ways to contract with customers, phone enrollment and online enrollment. For both methods, customers are mailed our Terms of Service and are given all applicable right of rescission if they do not wish to abide by these terms.

When customers enroll with North American Power, they continue to have their natural gas delivered to them via their utility delivery company, who also services their lines and responds to any emergencies.

Consolidated billing statements are provided to the customer through the utility company. North American Power establishes how much the customer owes for that month based on their rate and usage. They then send that amount to the utility company who includes North American Power's charges on their utility consolidated bill to the customer.

For customer inquiries, North American Power has a toll-free customer service number (888.313.9086) that customers can call Monday-Friday, 9am-5pm EST to have questions regarding their supply services through North American Power. Additionally, in ensuring compliance with all federal, state, utility, and Commission rules North American Power has a compliance department that specializes in responding to customer complaints and monitoring enrollments to ensure that the Company remains compliant with all requirements. Further, North American Power is staffed with a Director of Regulatory Affairs, and a General Counsel to further assure compliance with any and all regulations pursuant to which its Natural Gas Marketer's license was issued, including section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code. Additionally, as the situation requires, North American Power consults with outside local counsel, on state specific matters. NAP established and continues to follow protocols and Company policies to both monitor and control the quality of its outreach and to fulfill its duty as a Marketer. Employees are trained on the energy industry, specific NAP product offerings, and rules and regulations to ensure compliance with Ohio rules. NAP has a dedicated Natural Gas Division headed by their Vice President (Paul Rossi), who brings over 32 years of experience in the natural gas industry.

North American Power and Gas

North American Power continues to provide retail energy supply services to eligible consumers and businesses throughout the State of Ohio.

Exhibit B-3 Summary of Experience

In addition to North American Power's (NAP) experience and plans outlined in Exhibit B-2, NAP has enrolled tens of thousands of residential, commercial and industrial customers in the each jurisdiction in which NAP is licensed and eligible to serve both natural gas and electricity customers.

NAP has a dedicated Natural Gas Division headed by its Vice President, Paul Rossi, who brings over thirty years of experience in the natural gas industry.

NAP continues to accomplish its mission statement by continuous research into energy markets around the country. Through its Directory of Regulatory Affairs and General Counsel along with its Vice President of Marketing, NAP makes every effort to reach out and meet with Staff at the Commissions to ensure that they are aware and able to address any concerns that the Staff may have. NAP has successfully built a successful team of seasoned Sales Managers and Sales Consultants who are continuously educated in issues concerning the energy services industry. NAP is proud to serve the industry and its customers by maintaining and ensuring a degree of excellence and competence by training all those who work within NAP on the important issues and regulations applicable to the energy industry, thereby providing the highest possible services to its customers.

Exhibit B-4 Disclosure of Liabilities and Investigations

Maryland

In early 2011 The Maryland PSC initiated an investigation against North American Power and Gas, LLC ("NAP") and eventually imposed a \$100,000.00 penalty against NAP which NAP immediately paid. The Maryland Commission recognized that NAP fully cooperated with the Maryland Staff and Commission investigation. The Maryland Commission also specifically found that NAP did not intentionally violate any Maryland provision, but rather that the violations resulted from issues created by rapid expansion into Maryland's electricity supply market. NAP has learned from its Maryland experience and has implemented numerous measures to ensure full compliance in all States of operation, including but not limited to the following.

Many steps have been taken including hiring additional executives and key legal and regulatory staff with lengthy experience in regulated industries and the energy business to provide additional depth and oversight of marketing and related competitive supply operations.

Those executives and key legal and regulatory staff are:

- Bill Kinneary, President and Chief Compliance Officer, who has over 40 years of experience in the energy industry, including specific experience with both the technical and managerial requirements of operating an alternative electric supplier; and
- Seth Hopson came to NAP in March 2012 and serves as Assistant General Counsel, with 7 years of administrative law and regulatory experience, serving as outside counsel and working in-house in highly regulated industries such as the alcoholic beverage, construction/development and surety bond/insurance industries.
- Keenia Joseph, Director of regulatory Affairs, who has nearly 7 years of experience in the energy industry in a legal and regulatory capacity understanding and assuring compliance with Ohio other state rules and regulations.

NAP engaged local Maryland counsel (two law firms) to assist with review and approval of all Maryland-specific marketing materials and operations. It also created a compliance department dedicated toward ensuring full compliance with all federal, state, and local laws, regulations policies and procedures. NAP implemented a zero tolerance anti-slamming policy.

Currently all Maryland issues have been resolved. All of NAP's above-referred resources and protocols designed to minimize potential customer problems associated with marketing will apply equally to all states of operation.

Connecticut

The Connecticut Public Utilities Regulatory Authority ("PURA") opened an investigation into the trade practices of North American Power and Gas ("NAPG") on February 2, 2013. In this proceeding, PURA is investigating whether NAPG is or has been engaged in unfair or deceptive trade practices in violation of Conn. Gen. Stat. §16-245o or §42-110b(a). The matter is still pending and NAPG continues to fully comply with PURA's requests for information and is optimistic that PURA will find that its trade practices are fully compliant.

Currently NAP knows of no outstanding investigations and/or liabilities in any jurisdiction of operations that could adversely impact its financial or operational status or stability or ability to provide the services for which it seeks to renew its license.

Exhibit B-5 “Disclosure of Consumer Protection Violations”

North American Power was fined by the Maryland Public Service Commission \$100,000 for various technical violations as NAP grew extremely rapidly during its first year of operation. The Maryland PSC noted in its decision that NAP was extremely cooperative and helpful throughout the proceeding. North American Power immediately paid the amount and has hired a full compliance department to ensure compliance with all laws and regulations.

Please see Exhibit B-4 Disclosure of Liabilities and investigation for full details regarding Maryland.

Exhibit C-1 Annual Reports

Applicant, North American Power and Gas, LLC, is a partnership. It has two members. It does not have Shareholders. An Annual Report to Shareholders and/or the public is not applicable.

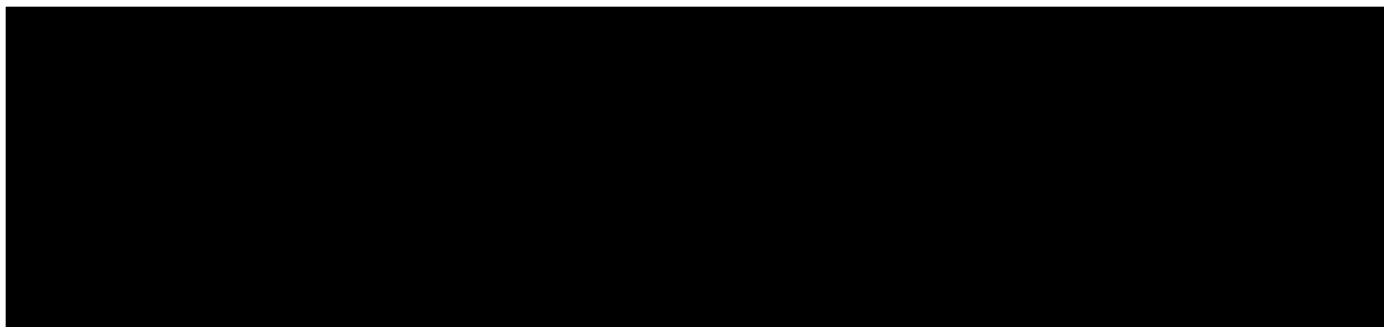
Exhibit C-2 SEC Filings

Applicant, North American Power and Gas, LLC, is not an SEC registrant, had no public issuances of debt or equity and, therefore, has no SEC reporting obligations. Quarterly and annual reports, such as 10-Ks, 8-Ks and 10-Qs are not applicable.

Exhibit C-3 Financial Statements

Documentation submitted in connection with this Exhibit will be filed under seal along with a Motion for Protective Order.

Exhibit C-4 Financial Arrangements



REDACTED

Documents filed in connection with this Exhibit are filed under seal along with a Motion for Protective Order.

CONFIDENTIAL

North American Power and Gas

Exhibit C-5 Forecasted Financial Statements

Documents submitted in connection with this Exhibit are filed under seal along with a Motion for Protective Order.

Contact:

Matthew Redett, CFO
20 Glover Avenue
Norwalk, CT 06850

Exhibit C-6 Credit Rating

Applicant, North American Power and Gas, LLC, does not have a credit rating from any of the SROs. Further, Applicant is neither a subsidiary nor an affiliate of another organization and, therefore, does not have an affiliate rating to report.

North American Power and Gas

Exhibit C-7 Credit Report

Please see attached.



North American Power And Gas, Llc

DUNS: 83-246-1086

Dashboard

Company Info

20 Glover Ave Ste 1
Norwalk, CT 06850

Phone: (203) 939-1155

DBA's :
NORTH AMERICAN POWER

URL: www.napower.com

Scores

Paydex	Delinquency Predictor		Financial Stress		Supplier Eval. Risk Rating	Credit Limit Rec.	DandB Rating
Score	Score	Class	Score	Class	Rating	Recommendation	Rating
76 ▼	521 ▼	3	1414 ▲	4	5 ▼	\$35K	1R3

Recent Alerts

INQUIRY 10/21/13 **1 New Inquiry**

INQUIRY 10/15/13

1 New Inquiry

INQUIRY 09/17/13 **7 New Inquiries**

INQUIRY 09/17/13

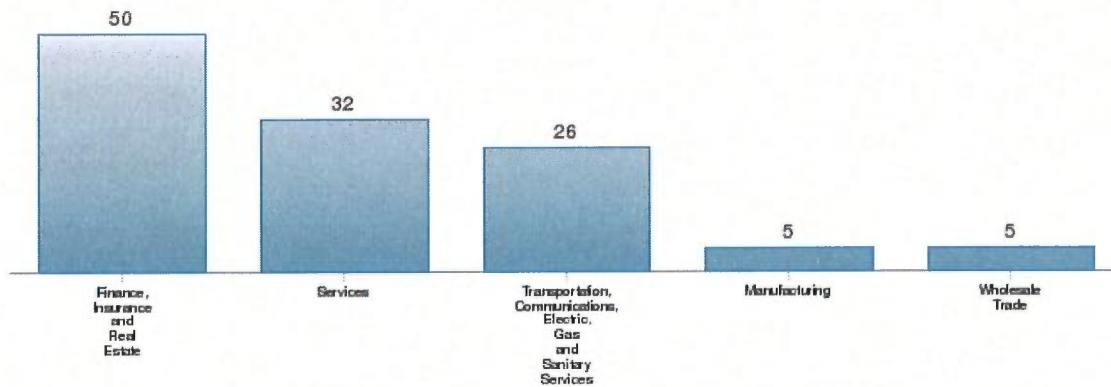
1 New Inquiry

Inquiries

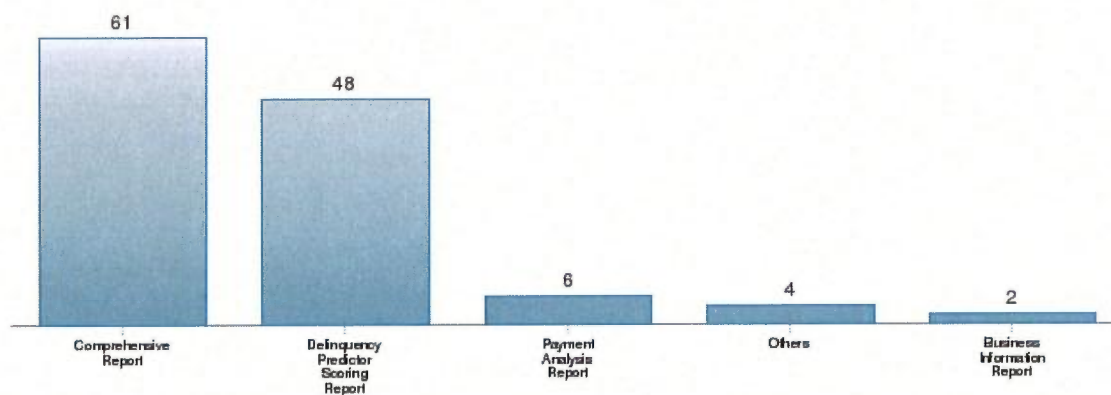
Most Recent

Date	SIC / Sector	Report type
10/17/13	Services	Comprehensive Report
10/10/13	Services	Comprehensive Report
09/13/13	Finance, Insurance and Real Estate	Delinquency Predictor Scoring Report
09/13/13	Finance, Insurance and Real Estate	Payment Analysis Report
09/13/13	Finance, Insurance and Real Estate	Delinquency Predictor Scoring Report

Top 5 Inquiries by SIC / Sector (12 Months)



Top 5 Inquiries by Report Type (12 Months)



Scores

Paydex

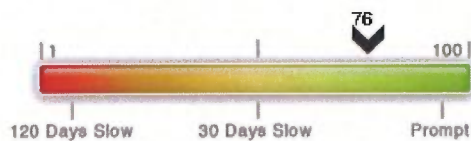
76



3 Month Paydex

76

6 days beyond terms



Understanding My Score

The D&B PAYDEX is a unique, dollar weighted indicator of payment performance based on payment experiences as reported to D&B by trade references.

Recent Payments

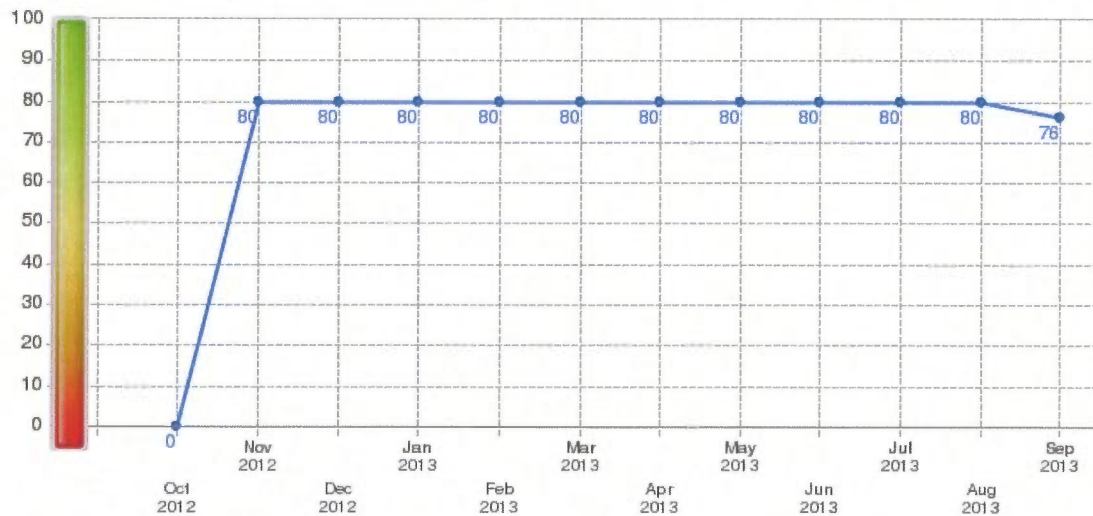
Total (Last 12 Months): 17

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
09/2013	Ppt	\$30,000	\$15,000	\$0	--	1 mo
09/2013	Ppt	\$750	\$750	\$0	--	1 mo
09/2013	Ppt	\$500	\$500	\$0	--	1 mo
09/2013	(004)	\$100	--	--	Cash account	6-12 mos
09/2013	(005)	\$0	\$0	\$0	Cash account	1 mo

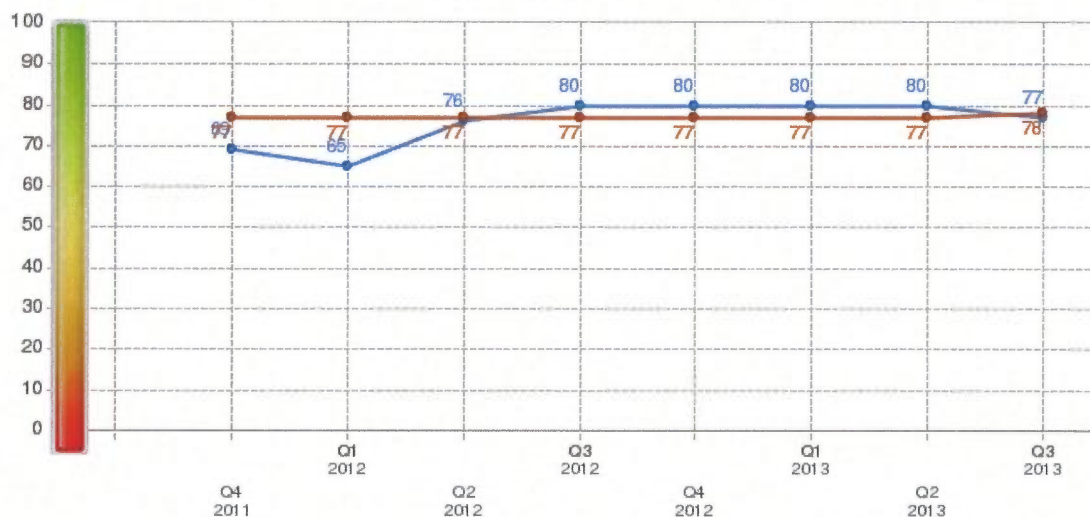
Key

Paydex	Payment Practices	Paydex	Payment Practices
100	Anticipate	40	60 Days Beyond Terms
90	Discount	30	90 Days Beyond Terms
80	Prompt	20	120 Days Beyond Terms
70	15 Days Beyond	1-19	Over 120 Days Beyond Terms
60	22 Days Beyond Terms	UN	Unavailable
50	30 Days Beyond Terms		

Trends



Industry Comparison



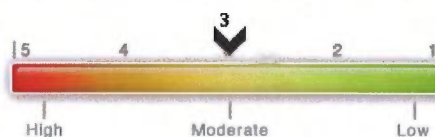
• My Company (76) • Industry Median: (78)

Based on payments collected over the last 4 quarters.

- Current PAYDEX for this business is 76, or equal to 6 days beyond terms
- The present industry median score is 78, or equal to 3 days beyond terms.

Delinquency Predictor Score

Score **521 ▼** Class **3** Percentile **65%**



Moderate risk of severe payment delinquency over next 12 months

Understanding My Score

The D&B Delinquency Predictor (formerly the Commercial Credit Score) predicts the likelihood that a company will pay in a severely delinquent manner (91+ days past term) over the next 12 months, seek legal relief from creditors, or cease operations without paying all creditors in full over the next 12 months based on the information in D&B's database. A severely delinquent firm is defined as a business with at least 10% of its dollars 91+ days slow.

Incidence of Delinquent Payment:

Among Companies with this Classification: **5.80%**

Factors Affecting Your Score:

Limited number of satisfactory payment experiences

Higher risk region based on delinquency rates for this region

Higher risk industry based on delinquency rates for this industry

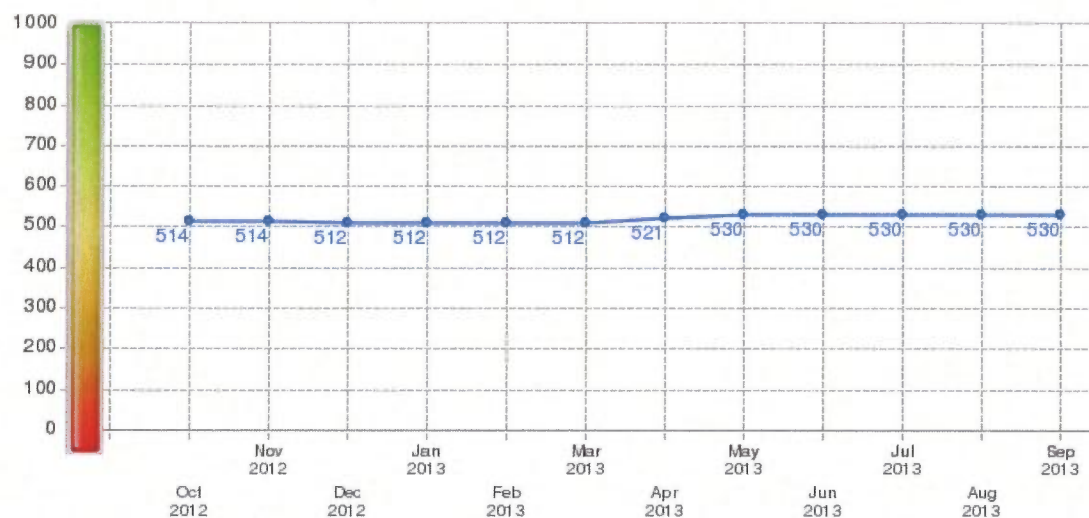
Limited time under present management control

Limited business activity signals reported in the past 12 months

Key

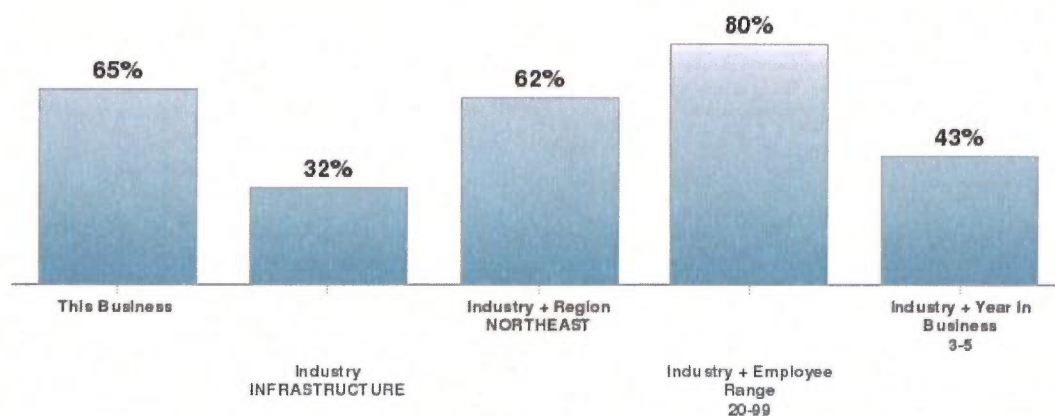
Risk Class	% of Businesses within this Class	Percentile	Score
1	10%	91-100	580-670
2	20%	71-90	530-579
3	40%	31-70	481-529
4	20%	11-30	453-480
5	10%	1-10	101-452

Trends - Scores, 12 Month



• My Company (521)

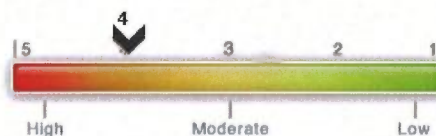
Industry Comparison



This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

Score **1414** ▼ Class **4** Nat'l % **19%**



Moderate to high risk of severe financial stress, such as a bankruptcy, over the next 12 months

Understanding My Score

Incidence of Financial Stress:

Among Companies with this Classification: **0.84** (84 per 10000)

Factors Affecting Your Score:

Low proportion of satisfactory payment experiences to total payment experiences.

High number of inquiries to D & B over last 12 months.

Limited time under present management control

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

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

Key

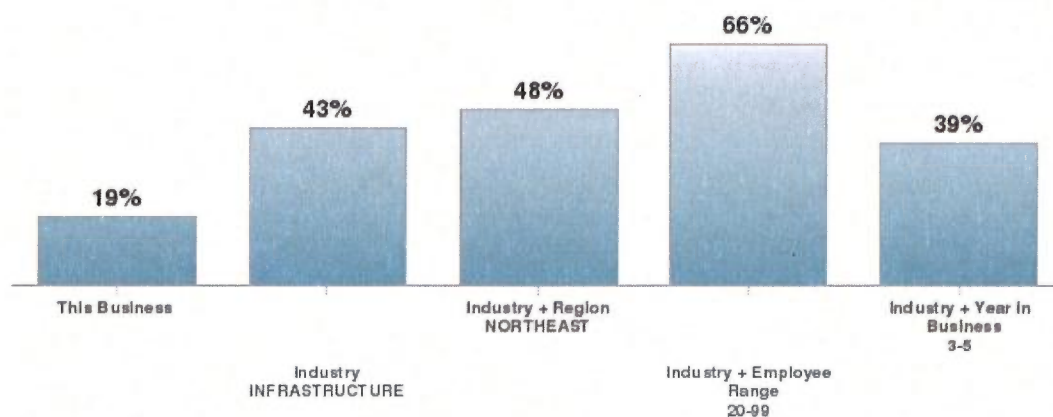
Score	Class	Percentile	Incidence of Financial Stress
1570-1875	1	95-100	6.0%
1510-1569	2	69-94	10.6%
1450-1509	3	34-68	18.4%
1340-1449	4	2-33	31.5%
1001-1339	5	1	70.0%

Trends - Scores, 12 Month



• My Company (1,414)

Industry Comparison



Based on payments collected over the last 4 quarters.

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Supplier Evaluation Risk Rating

5 ▼



Moderate risk of supplier experiencing severe financial stress over the next 12 months.

Understanding My Score

The Supplier Evaluation Risk (SER) Rating predicts the likelihood that a supplier will cease

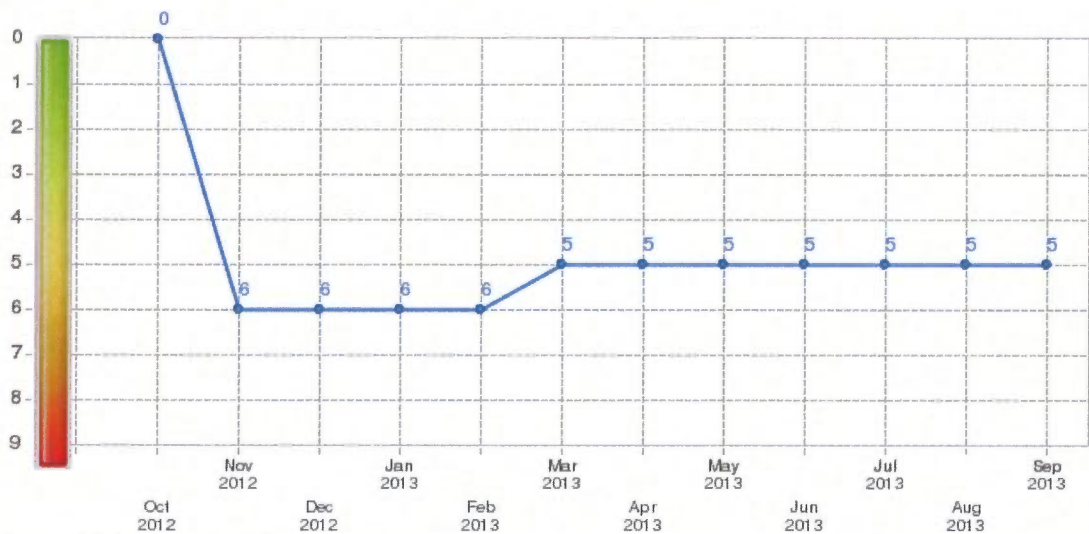
business operations or become inactive over the next 12 month period based on the depth of predictive data attributes available on the business. The SER Rating scoring system uses statistical probabilities to classify public and private companies into a 1-9 risk rating, where 1 represents low risk and 9 represents high risk.

Factors Affecting This Company's Score:

Higher risk industry based on inactive rate for this industry

Limited time under present management control

Trends



• My Company (5)

Credit Limit Recommendation

Risk Category

1

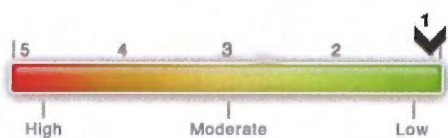
Conservative Credit Limit

\$35k

Aggressive Credit Limit

\$70k

Low



Understanding My Score

D&B's Credit Limit Recommendation is intended to help you more easily manage your credit decisions. It provides two recommended dollar guidelines:

A conservative limit, which suggests a dollar benchmark if your policy is to extend less credit to minimize risk.

An aggressive limit, which suggests a dollar benchmark if your policy is to extend more credit with potentially more risk.

The dollar guideline amounts are based on a historical analysis of credit demand of customers in D&B's U.S. payments database which have a similar profile to your business.

D&B Rating®

Rating

Number of employees: 1R indicates 10 or more employees

D&B Rating	Date Applied
1R3	2012-09-07
--	2009-10-27

Factors Affecting Your Score

of Employees Total: **32**

Payment Activity (based on 17 experiences):

Average High Credit: **\$4,616**

Highest Credit: **\$30,000**

Total Highest Credit: **\$42,900**

Note: The Worth amount in this section may have been adjusted by D&B to reflect typical deductions, such as certain intangible assets.

Inquiries

12 Month Summary

Over the past 12 months ending 10-2013, 121 individual requests for information on your company were received; this represents a 26.45% increase over the prior 12 month period. The 121 inquiries were made by 41 unique companies indicating that some companies have inquired on your business multiple times and may be monitoring you. Of the total products purchased, 50, or 41.32% came from the Finance, Insurance and Real Estate sector; 32, or 26.45% came from the Services sector; 26, or 21.49% came from the Transportation, Communications, Electric, Gas and Sanitary Services sector.

12 Mo. Total: 121

12 Mo. Unique Companies: 41

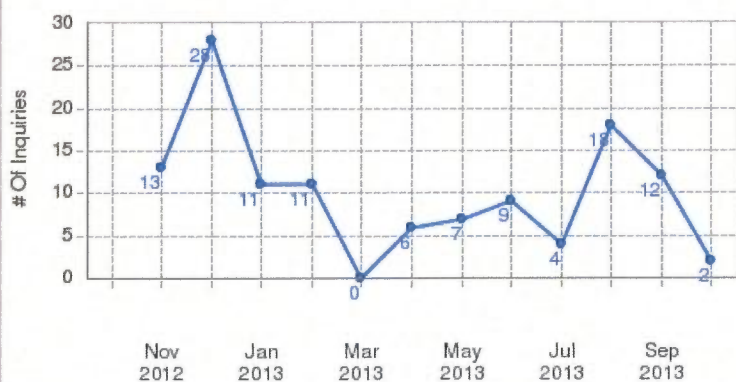
Date	Report type	SIC / Sector
10/17/13	Comprehensive Report	Services
10/10/13	Comprehensive Report	Services
09/13/13	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
09/13/13	Payment Analysis Report	Finance, Insurance and Real Estate
09/13/13	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
09/13/13	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
09/13/13	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
09/13/13	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
09/13/13	Payment Analysis Report	Finance, Insurance and Real Estate
09/12/13	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
09/12/13	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
09/12/13	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
09/09/13	Delinquency Predictor Scoring Report	Manufacturing
09/09/13	Others	Manufacturing

08/28/13	Comprehensive Report	Services
08/28/13	Delinquency Predictor Scoring Report	Services
08/28/13	Delinquency Predictor Scoring Report	Services
08/28/13	Delinquency Predictor Scoring Report	Services
08/28/13	Business Information Report	Finance, Insurance and Real Estate
08/28/13	Comprehensive Report	Services
08/28/13	Comprehensive Report	Transportation, Communications, Electric, Gas and Sanitary Services
08/23/13	Comprehensive Report	Services
08/23/13	Comprehensive Report	Services
08/23/13	Comprehensive Report	Services
08/23/13	Others	Services
08/20/13	Comprehensive Report	Retail Trade
08/20/13	Comprehensive Report	Retail Trade
08/13/13	Comprehensive Report	Services
08/13/13	Comprehensive Report	Wholesale Trade
08/09/13	Comprehensive Report	Services
08/09/13	Comprehensive Report	Services
08/09/13	Comprehensive Report	Services
07/24/13	Comprehensive Report	Services
07/12/13	Comprehensive Report	Transportation, Communications, Electric, Gas and Sanitary Services
07/10/13	Comprehensive Report	Transportation, Communications, Electric, Gas and Sanitary Services
07/05/13	Comprehensive Report	Transportation, Communications, Electric, Gas and Sanitary Services
06/20/13	Comprehensive Report	Finance, Insurance and Real Estate
06/17/13	Delinquency Predictor Scoring Report	Transportation, Communications, Electric, Gas and Sanitary Services
06/17/13	Delinquency Predictor Scoring Report	Transportation, Communications, Electric, Gas and Sanitary Services
06/17/13	Delinquency Predictor Scoring Report	Transportation, Communications, Electric, Gas and Sanitary Services
06/17/13	Payment Analysis Report	Transportation, Communications, Electric, Gas and Sanitary Services
06/17/13	Delinquency Predictor Scoring Report	Transportation, Communications, Electric, Gas and Sanitary Services
06/17/13	Payment Analysis Report	Transportation, Communications, Electric, Gas and Sanitary Services
06/17/13	Delinquency Predictor Scoring Report	Transportation, Communications, Electric, Gas and Sanitary Services
06/05/13	Comprehensive Report	Manufacturing
05/30/13	Business Information Report	Finance, Insurance and Real Estate
05/29/13	Delinquency Predictor Scoring Report	Manufacturing
05/29/13	Others	Manufacturing
05/21/13	Comprehensive Report	Services
05/09/13	Comprehensive Report	Finance, Insurance and Real Estate
05/07/13	Comprehensive Report	Transportation, Communications, Electric, Gas and Sanitary Services
05/01/13	Comprehensive Report	Transportation, Communications, Electric, Gas and Sanitary Services
04/24/13	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
04/24/13	Payment Analysis Report	Finance, Insurance and Real Estate

[illegible]

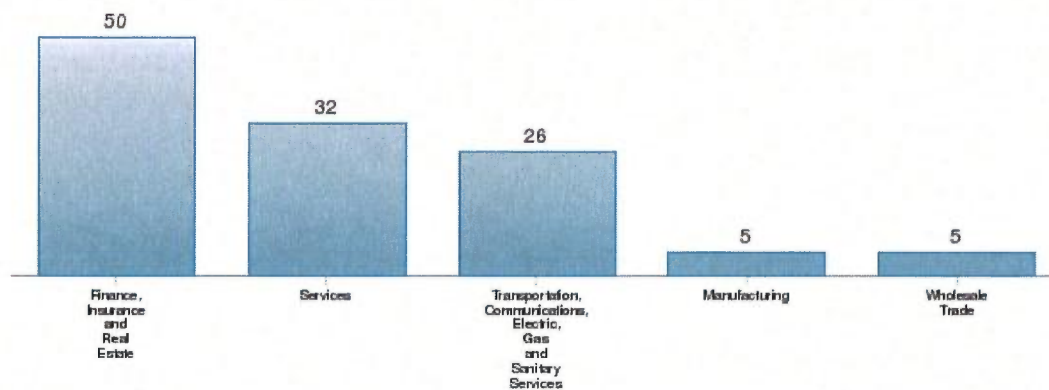
12/20/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
12/20/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
12/20/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
12/20/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
12/20/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
12/20/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
12/20/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
12/20/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
12/20/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
12/20/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
12/20/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
12/20/12	Comprehensive Report	Finance, Insurance and Real Estate
12/20/12	Comprehensive Report	Finance, Insurance and Real Estate
12/04/12	Comprehensive Report	Services
11/29/12	Comprehensive Report	Transportation, Communications, Electric, Gas and Sanitary Services
11/21/12	Comprehensive Report	Wholesale Trade
11/21/12	Comprehensive Report	Wholesale Trade
11/21/12	Others	Wholesale Trade
11/20/12	Comprehensive Report	Mining
11/12/12	Comprehensive Report	Services
11/08/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
11/08/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
11/08/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
11/08/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
11/08/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
11/08/12	Delinquency Predictor Scoring Report	Finance, Insurance and Real Estate
11/01/12	Comprehensive Report	Transportation, Communications, Electric, Gas and Sanitary Services

Trends - 12 Month



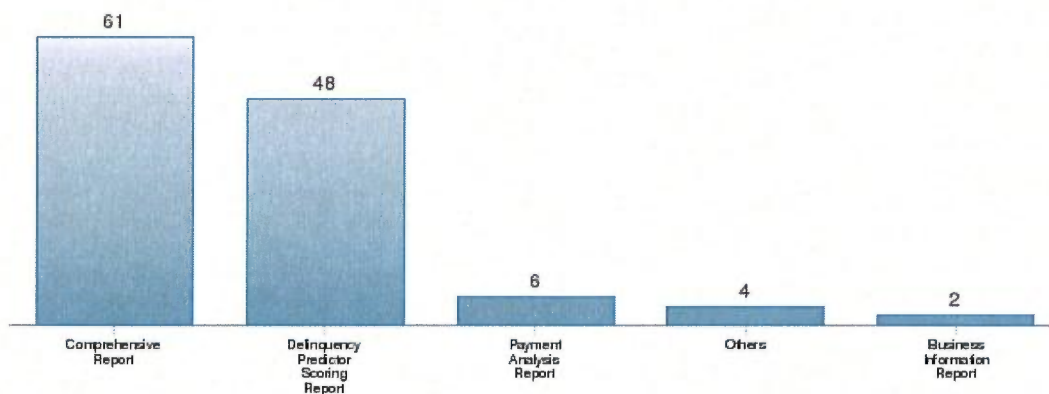
Top 5 Inquiries by Report

Type (12 Months)



Top 5 Report Types

Graph(12 Months)



All Inquiries by Industry and SIC / Sector

SIC/Sector	Jan 2013 to Mar 2013	Apr 2013 to Jun 2013	Jul 2013 to Sep 2013	Oct 2013 to Dec 2013	Total Inquiries
Finance, Insurance and Real Estate	31	5	3	11	50
Manufacturing	0	0	3	2	5
Mining	1	0	0	0	1
Retail Trade	0	0	0	2	2
Services	15	0	2	15	32
Transportation, Communications, Electric, Gas and Sanitary Services	2	11	12	1	26
Wholesale Trade	3	1	0	1	5

Inquiries by Report Type

Report Type	Jan 2013 to Mar 2013	Apr 2013 to Jun 2013	Jul 2013 to Sep 2013	Oct 2013 to Dec 2013	Total
Business Information Report	0	0	1	1	2
Comprehensive Report	24	12	10	15	61
Delinquency Predictor Scoring Report	27	3	6	12	48
Others	1	0	1	2	4
Payment Analysis Report	0	2	2	2	6

Payments

Currency: Shown in USD unless otherwise indicated

Payments Summary

Current Paydex: 76 Equal to 6 days beyond terms
Industry Median: 78 Equal to 3 DAYS BEYOND terms
Payment Trend: ↔ Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 17
Payments Within Terms (not dollar weighted): 92
Total Placed For Collection: NA
Average Highest Credit: 4,616
Largest High Credit: 30,000
Highest Now Owing: 15,000
Highest Past Due: NA

Payments Summary by Industry

Total (Last 12 Months): 17

	Total Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	Days Slow			
					31	30-80	81-90	90
Top Industries								
Nonclassified	2	\$30,750	\$30,000	100%	0	0	0	0
Security broker/deal	2	\$1,050	\$1,000	100%	0	0	0	0
Photocopying service	1	\$5,000	\$5,000	0%	100	0	0	0
Whol computers/softwr	1	\$2,500	\$2,500	100%	0	0	0	0
Misc equipment rental	1	\$1,000	\$1,000	100%	0	0	0	0
Help supply service	1	\$750	\$750	100%	0	0	0	0
Data processing svcs	1	\$500	\$500	100%	0	0	0	0
Other Categories								
Cash experiences	7	\$1,300	\$500	--	--	--	--	--
Unknown	1	\$50	\$50	--	--	--	--	--
Unfavorable comments	0	\$0	\$0	--	--	--	--	--
Placed for collections with D&B:	0	\$0	\$0	--	--	--	--	--
Other	0	N/A	\$0	--	--	--	--	--
Total in D&B's file	17	\$42,900	\$30,000	--	--	--	--	--

Payments Beyond Terms

Total (Last 12 Months): 1

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
08/2013	Slow 30	\$5,000	\$5,000	\$0	--	1 mo

All Payments

Total (Last 12 Months): 17

Date▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
09/2013	Ppt	\$30,000	\$15,000	\$0	--	1 mo
09/2013	Ppt	\$750	\$750	\$0	--	1 mo
09/2013	Ppt	\$500	\$500	\$0	--	1 mo
09/2013	(004)	\$100	--	--	Cash account	6-12 mos
09/2013	(005)	--	\$0	\$0	Cash account	1 mo
08/2013	Ppt	\$1,000	\$750	\$0	N30	1 mo
08/2013	Ppt	\$1,000	\$250	--	Lease Agreeemnt	--
08/2013	Ppt	\$50	\$50	\$0	N30	1 mo
08/2013	Slow 30	\$5,000	\$5,000	\$0	--	1 mo
08/2013	(010)	\$50	\$0	\$0	N30	4-5 mos
06/2013	(011)	\$100	--	--	Cash account	2-3 mos
06/2013	(012)	\$50	--	--	Cash account	1 mo
06/2013	(013)	\$50	--	--	Cash account	4-5 mos
05/2013	(014)	\$500	--	--	Cash account	1 mo
08/2012	Ppt	\$2,500	\$0	\$0	--	6-12 mos
06/2012	Ppt	\$750	\$0	\$0	--	6-12 mos
12/2011	(017)	\$500	\$0	\$0	--	1 mo

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

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

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	NORTH AMERICAN POWER AND GAS, LLC	URL:	www.napower.com
Doing Business As:	NORTH AMERICAN POWER	Stock Symbol:	NA
Street Address:	20 Glover Ave Ste 1 Norwalk, CT 06850	History:	NA
Phone:	(203) 939-1155	Operations:	NA
Fax:	(203) 286-2064	Present Management Control:	NA
		Annual Sales:	NA

History

The following information was reported: **10/23/2013**

Officer(s):
CHRIS SATTler, MNG MBR
KERRY BREITBART, MBR

The Delaware Secretary of State's business registrations file showed that North American Power And Gas, LLC was registered as a Limited Liability Company on November 3, 2009.

Ownership information provided verbally by Beatriz Stockler, Exec Sec, on May 24 2011.
Business started 2009.
CHRIS SATTLER. 2009-present active here.
KERRY BREITBART. 2009-present active here.

Business address has changed from 14 White Oak Ln, Weston, CT, 06883 to One Marshall St Ste 205, Norwalk, CT, 06854.
Business address has changed from One Marshall St Ste 205, Norwalk, CT, 06854 to One Marshall Street, Suite 205, Norwalk, CT, 06854.

AFFILIATES:

Business address has changed from 1 Marshall St Ste 205, Norwalk, CT, 06854 to 20 Glover Ave, Norwalk, CT, 06850.

Business Registration

We currently don't have enough data to display this section.

Business Registration

10/23/2013

Description:

Provides electric services (100%).

All sales cash. Has 10 account(s). Sells to general public & commercial concerns. Territory : Local.

Employees: 32 which includes partners and 2 part-time.

Facilities: Rents 2,000 sq. ft. in a single story brick building.

Location: NA

Branches: NA

Subsidiaries: NA

Subsidiaries: NA

Subsidiaries: NA

Subsidiaries: NA

Subsidiaries: NA

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 that 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.

4911 0000 Electric services

NAICS:

221118 Other Electric Power Generation

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

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

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	-	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	14	06/28/13

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.

Judgments

We currently don't have enough data to display this section.

Judgments

We currently don't have enough data to display this section.

Suits

We currently don't have enough data to display this section.

Judgments

We currently don't have enough data to display this section.

Banking & Finance

Suits

We currently don't have enough data to display this section.

Judgments

We currently don't have enough data to display this section.

Special Events

We currently don't have enough data to display this section.

Corporate Linkage

Parent

We currently don't have enough data to display this section.

Headquarters (US)

We currently don't have enough data to display this section.

US Linkages

We currently don't have enough data to display this section.

International Linkages

We currently don't have enough data to display this section.

Exhibit C-8 Bankruptcy Information

Applicant, North American Power and Gas, LLC has not filed for reorganization, protection from creditors or any form of bankruptcy nor have any of its Members, its President or Chief Financial Officer.

Exhibit C-9 Merger Information

Applicant, North American Power and Gas, LLC does not have any merger information to report as described in the renewal application.

Exhibit D-1 Operation

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.

North American Power and Gas, LLC (“NAPG”) has established business processes and systems to manage all aspects of supplying retail natural gas in Ohio. NAPG operation will not include the production of natural gas from owned assets. Instead, NAPG will purchase physical natural gas via its wholesale supply arrangement with a AA rated wholesale supplier. NAPG utilizes various financial hedging approaches to ensure that its supply obligation is properly managed under its corporate risk management policies and procedures.

In terms of customer related operations, NAPG manages established business processes and systems to ensure accurate, timely and compliant customer enrollments and interactions. NAPG operates a proprietary customer relationship management system, which is integrated with two outside vendor systems (EDI and customer information system), each operating their solutions for over a decade in competitive energy markets. NAPG’s EDI vendor is Energy Services Group (ESG), one of the largest and most experienced EDI vendors in the utility industry. ESG provides EDI services to over 90 retail energy suppliers. NAPG’s CIS vendor is Nexant (formerly Excelergy), which has the leading CIS application among retail energy suppliers and is specifically designed for companies operating in competitive markets.

Exhibit D-2 Operation Expertise

To support North American Powers' technical capabilities, outlined below are summaries of its Leaders experiences and backgrounds. Most of these Leaders remain on staff as when NAP received its initial license.

Bill Kinneary, President and Chief Compliance Officer

With 40 years overall experience in the energy industry as a senior level manager, covering all areas of operations, administration, and finance, including profit and loss responsibilities. More than four years (4) of relevant experience buying and selling power and energy in wholesale markets, relevant experience in electric system operations working as a senior executive, and relevant experience working as a senior executive with North American Power, KeySpan Energy Supply, and Total Gas & Electric. More than one year of relevant scheduling experience working with an entity that is either a member of PJM or a market participant in the Midwest ISO, also while working with North American Power and Total Gas & Electric.

Kerry Breitbart, Founder and CEO

Mr. Breitbart has over 30 years of experience in commodity and energy trading, including building emerging businesses into robust, international operations. Prior to North American Power, he spent 20 years at the United Companies where he started as an employee brokering crude oil and worked his way up to President and CEO. He built United from four divisions to thirteen, and the value of the energy products the company brokered was in excess of \$750 billion per year. United was the first broker of energy derivatives and did not have a competitor anywhere in the world for 2 years. When sold in 2005, the company was still the #1 broker of crude derivatives globally.

Cary Turnbull, Founder and Chairman

Mr. Turnbull has over 30 years of experience in the energy market and has an extensive background in the management of energy commodity price risk. Prior to North American Power, he was Senior Partner and Managing Director of the energy brokerage firm Amerex, which he co- founded in 1983. While at Amerex, Mr. Turnbull developed the company's regulated futures business on the International Petroleum Exchange in London, and founded its petroleum brokerage business in Asia. He was also involved with Amerex's development of natural gas and electricity derivative instruments, and the adoption of the online trading booth.

Taff Tschamler, COO and Senior Vice President, Sales & Services

Mr. Tschamler, with over 18 years as an energy industry veteran, joined North American Power in March of 2011 and serves as a Senior Vice President. He recently took the helm leading the Company's Sales and Services department to guide, shape and to ensure exceptional customer experience for all potential and existing customers. . In addition to business development, Mr. Tschamler is involved in pricing and supply management, marketing, and compliance. Tschamler comes to North American Power from KEMA, where he served as Director of North American Retail Energy. While at KEMA, he ran the retail energy advisory service, retail benchmarking service, and was lead author of First to Market, an analysis

North American Power and Gas

of the emerging smart energy business. Mr. Tschamler received his Master's in Public Policy from the College of William and Mary in Virginia.

Paul Rossi, Vice President, Natural Gas Division

Former Director of U.S. Natural gas Commodity Operations for UBS Investment Bank, Mr. Rossi has over 34 years of experience in the energy industry, including wholesale and retail energy commodities and regulated utilities. He was manager of regulatory affairs for UIL Holdings, Corp., including principal operating subsidiary, The United Illuminating Company, and active in the Northeast energy markets as Director of natural gas supply for Sothern Connecticut Gas Company. Prior to joining Southern, he was Senior Economist at the New York Power Authority engaged I fuel supply IPP project development. His experiences include regulatory and planning matters in California, before the California Public Utilities Commission and California Energy Commission in the finance and gas engineering division of San Diego Gas & Electric Company.

Steven Meek, CTO

Mr. Meek is responsible for IT infrastructure and internal applications for North American Power. Steven previously worked as a software consultant specializing in systems architecture and application design. He has worked on a wide range of IT projects as a consultant bringing a wealth of technical knowledge to North American Power.

Greg Breitbart, CMO

Mr. Breitbart left a career in international luxury real estate to join North American Power at its inception when the company had only three employees. Using his background in marketing, he worked to create the North American Power brand, sales channels, and consumer promise and core values. Through Greg's efforts, North American Power has become one of the fastest growing energy companies in the Northeast. Greg places social entrepreneurship at the center of North American Power's marketing strategy and consistently looks for ways to utilize marketing to help drive growth while also driving change.

Seth Hopson Esq., General Counsel for North American Power

Mr. Hopson came to North American Power in March 2012 and serves as Associate General Counsel. Mr. Hopson came to North American Power with 7 years of administrative law and regulatory experience, serving as outside counsel and working in-house in highly regulated industries such as the alcoholic beverage, construction/development and surety bond/insurance industries. Mr. Hopson has protected, and advocated for, the interests of numerous companies in the NYC area in administrative hearings, arbitrations, mediations, regulatory proceedings and in civil court proceedings up to and including Trial. Mr. Hopson received his Juris Doctor at Pace University School of Law in 2005 and is admitted to the Bars in New York and Connecticut.

Camilo Calvo, Vice President, Business Development

Mr. Calvo has over 10 years of experience in the retail energy business. Prior to joining North American Power in October 2013, Mr. Calvo was the Managing Director of MPI Consulting Group, where he was in charge of advising clients in the retail energy industry focused on regulatory affairs, compliance, business development, and marketing. From 2003 through 2012, Mr. Calvo was employed by Infinite Energy, where he held the positions of Sr. Manager, Manager of Regulatory Affairs, and Contracts and

North American Power and Gas

Regulatory Administrator. In those positions, Mr. Calvo oversaw the company's entry into the Texas retail market, managed the Regulatory Department overseeing compliance, regulatory affairs, and new market entry, tracked and participated in State regulatory and legislative proceedings in Texas, Pennsylvania, New York, New Jersey, Georgia, and Florida, and was the lead lobbyist on Federal issues and in the States of Florida, Georgia, and Texas. Additionally, Mr. Calvo worked with the Vice President of Sales to develop business plans & sales strategy for all markets, as well as identified and analyzed potential acquisition targets and service partners to expand the company footprint.

Matt Redett, CFO

Mr. Redett has been involved with all aspect of electricity deregulation since 1997. He has built retail business from ground up multiple times including AES NewEnergy in the UK and Juice Energy in the US. Mr. Redett was Director of Finance and Operations for the New York and Mid-Atlantic regions of Constellation NewEnergy and most recently the Director of Finance for Gamesa Energy USA, North America, a wind farm developer.

Exhibit D-3 Key Technical Personnel

Cary Turnbull, Founder and Chairman

carey@napower.com

203.939.1155

Mr. Turnbull has over 30 years of experience in the energy market and has an extensive background in the management of energy commodity price risk. Prior to North American Power, he was Senior Partner and Managing Director of energy brokerage firm Amerex, which he co- founded in 1983. While at Amerex Mr. Turnbull developed the company's regulated futures business on the International Petroleum Exchange in London, and founded its petroleum brokerage business in Asia. He was also involved with Amerex's development of natural gas and electricity derivative instruments, and the adoption of the online trading booth.

Kerry Breitbart, Founder and CEO

kerry@napower.com

203.663.9702

Mr. Breitbart has over 30 years of experience in commodity and energy trading, including building emerging businesses into robust, international operations. Prior to North American Power, he spent 20 years at the United Companies where he started as an employee brokering crude oil and worked his way up to President and CEO. He built United from four divisions to thirteen, and the notional value of the energy products the company brokered was in excess of \$750 billion per year. United was the first broker of energy derivatives and did not have a competitor anywhere in the world for 2 years. When sold in 2005, the company was still the #1 broker of crude derivatives globally.

Bill Kinneary, President and Chief Compliance Officer

bill@napower.com

203.663.9730

Mr. Kinneary was named President of North American Power in March of 2011. He brings with him 40 years of experience in the energy industry, where he held numerous positions, ranging from utility general manager to top-level executive positions in retail marketing and electric generation companies. He has held the top executive offices in KeySpan Energy Services, KeySpan Energy Supply and Total Gas & Electric (TG&E). Among his many career accomplishments Mr. Kinneary designed and implemented the first utility energy hedging strategy in New York state, developed power pricing tactics that resulted in profits from the largest New York City power plant, and took TG&E from the brink of punitive regulatory/legal action and financial collapse to full compliance and profitability. Mr. Kinneary has served as a member of the National Energy Marketers Association's Executive Committee since 1999 including two terms as Chairman and has been proudly serving as Chairman Emeritus since 2005.

Taff Tschamler, COO and Senior Vice President, Sales and Services

ttschamler@napower.com

203.663.9733

Mr. Tschamler, with over 18 years as an energy industry veteran, joined North American Power in March of 2011 and serves as a Senior Vice President. He recently took the helm leading the

North American Power and Gas

Company's Sales and Services department to guide, shape and to ensure exceptional customer experience for all potential and existing customers. . In addition to business development, Mr. Tschamler is involved in pricing and supply management, marketing, and compliance. Tschamler comes to North American Power from KEMA, where he served as Director of North American Retail Energy. While at KEMA, he ran the retail energy advisory service, retail benchmarking service, and was lead author of First to Market, an analysis of the emerging smart energy business. Mr. Tschamler received his Master's in Public Policy from the College of William and Mary in Virginia.

Paul Rossi, Vice President, Natural Gas Division

prossi@napower.com

203.663.9756

Former Director of U.S. Natural gas Commodity Operations for UBS Investment Bank, Mr. Rossi has over 34 years of experience in the energy industry, including wholesale and retail energy commodities and regulated utilities. He was manager of regulatory affairs for UIL Holdings, Corp., including principal operating subsidiary, The United Illuminating Company, and active in the Northeast energy markets as Director of natural gas supply for Sothern Connecticut Gas Company. Prior to joining Southern, he was Senior Economist at the New York Power Authority engaged I fuel supply IPP project development. His experiences include regulatory and planning matters in California, before the California Public Utilities Commission and California Energy Commission in the finance and gas engineering division of San Diego Gas & Electric Company.

Steven Meek CTO

steven@napower.com

203.663.972737

Mr. Meek is responsible for IT infrastructure and internal applications for North American Power. Steven previously worked as a software consultant specializing in systems architecture and application design. He has worked on a wide range of IT projects as a consultant bringing a wealth of technical knowledge to North American Power.

Greg Breitbart, CMO

greg@napower.com

203.663.9701

Mr. Breitbart left a career in international luxury real estate to join North American Power at its inception when the company had only three employees. Using his background in marketing, he worked to create the North American Power brand, sales channels, consumer promise and core values. Through Greg's efforts, North American Power has become one of the fastest growing energy companies in the Northeast. Greg places social entrepreneurship at the center of North American Power's marketing strategy and consistently looks for ways to utilize marketing to help drive growth while also driving change.

Seth Hopson Esq., Associate General Counsel

shopson@napower.com

203.663.9761

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North American Power and Gas

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Camilo Calvo, Vice President, Business Development

ccalvo@napower.com

(678) 831-0121

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Matt Redett, CFO

mredett@napower.com

203.663.9713

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This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/3/2014 4:00:22 PM

in

Case No(s). 12-1134-GA-CRS

Summary: Application for Renewal Certification as a Competitive Retail Natural Gas Marketer electronically filed by Ms. Margeaux Kimbrough on behalf of North American Power and Gas, LLC