

Date Received	Renewal Certification Number	ORIGINAL AGG Case Number
		14-0005- GA-AGG

RENEWAL CERTIFICATION APPLICATION COMPETITIVE RETAIL NATURAL GAS BROKERS/AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit A-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

A-2 Applicant information:

Legal Name

Early Bird Power LLC

Address

1 Adams St., Milton, MA 02186

Telephone No.

888 763 2759

Web site Address

earlybirdpower.com

Current PUCO Certificate No.

14-341 G(1)

Effective Dates

2/6/14 - 2/6/16

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

Name

Shaun Pandit

Address

1 Adams St., Milton, MA 02186

Web site Address

earlybirdpower.com

Telephone No.

888 763 2759

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

Early Bird Power LLC

A-5 Contact person for regulatory or emergency matters:

Name

Shaun Pandit

Title

CEO

Business Address

1 Adams St., Milton, MA

Telephone No.

888 763 2759

Fax No.

617 912 7640

Email Address

shaunpandit@earlybirdpower.com

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician

SW

Date Processed

JAN 08 2016

(CRNG Broker/Aggregator Renewal)

Page 1 of 7

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

Name Shaun Pandit Title CEO
Business address 1 Adams St., Milton, MA 02186
Telephone No. 888 763 3759 Fax No. 617 322 9283 Email Address shaunpandit@earlybirdpower.com

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

Customer service address 1 Adams St., Milton MA 02186
Toll-Free Telephone No. 888 763 3759 Fax No. 617 322 9283 Email Address Shaunpandit@earlybirdpower.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 INCORP SERVICES, INC. Title
Business address 9435 Waterstone Blvd Suite 140 Cincinnati Ohio
Telephone No. 800 246 2677 Fax No. Email Address incorp.com

A-9 Applicant's federal employer identification number

270186126

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 <u></u> |

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 type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Dominion East Ohio	<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Duke Energy Ohio	<input 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 type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial

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

☒ Columbia Gas of Ohio

<input type="checkbox"/> Residential	Beginning Date of Service		End Date	
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service	2/1/13	End Date	2/1/15
<input type="checkbox"/> Large Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/> Industrial	Beginning Date of Service		End Date	

☐ Dominion East Ohio

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

☒ Duke Energy Ohio

<input type="checkbox"/> Residential	Beginning Date of Service		End Date	
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service	3/1/14	End Date	3/1/15
<input type="checkbox"/> Large Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/> Industrial	Beginning Date of Service		End Date	

☐ Vectren Energy Delivery of Ohio

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

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

<input type="checkbox"/>	Domestic Gas of Ohio	Intended Start Date	
<input checked="" type="checkbox"/>	Dominion East Ohio	Intended Start Date	<i>if needed</i>
<input type="checkbox"/>	Domestic Gas of Ohio	Intended Start Date	
<input checked="" type="checkbox"/>	Vectren Energy Delivery of Ohio	Intended Start Date	<i>if needed</i>

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 Experian, 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 functions.
- 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

[Handwritten Signature] CEO

Sworn and subscribed before me this

7th

day of

January

Month

2016

Year

Signature of official administering oath

Print Name and Title

Dhimitraq Zheku, Notary Public

Notary

My commission expires on

02/13/2020





The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

Early Bird Power LLC)
for a Certificate or Renewal Certificate to Provide)
Competitive Retail Natural Gas Service in Ohio.)

Case No. 14 - 0005 - GA-AGG

County of Norfolk
State of MA

Shawn Pandit [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

[Signature] CBO

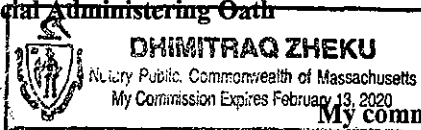
Sworn and subscribed before me this 7th day of January Month 2016 Year

[Signature]

Signature of Official Administering Oath

Dhimitraq Zheku Notary Public

Print Name and Title



My commission expires on

02/13/2020

Early Bird Power
1 Adams Street
Milton, MA 02186

EarlyBird Power Principal Officer and Director Exhibit A- 14

Shaun Pandit
1 Adams St
Milton MA 02186

617 872 2384
888 SO EARLY
617 322 9283 Fax

shaunpandit@earlybirdpower.com

Exhibit A-15 Corporate Structure

LLC Single member, 100 percent owned by Shaun Pandit. Will participate in all deregulated market geographically. Early Bird Power LLC, nor Shaun Pandit has any affiliate subsidiary companies that supply retail or wholesale natural gas or electricity to customers in North America.

Early Bird Power is independent.

EARLY Bird Power LLC

Exhibit A-16

Company History

Early Bird Power develops a sound energy strategy for A company, procuring the lowest cost supply while managing your company's risk according to their objectives. We continually monitor the market for opportunities from multiple suppliers. We manage contract negotiations and provide individual client attention throughout the length of the agreement.

We have 24 hour toll free number, and as broker only not a supplier, I will not be billing, but ensure a customer understands the billing and follow up as required to ensure customer understanding 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.

Note regarding exhibit "A-17 'Articles of Incorporation and Bylaws'":

-Nothing has changed since the original filing.

Jon Husted
Ohio Secretary[Jon Husted & the Office](#) | [Elections & Voting](#) | [Business Service](#) | [Legislation & Ballot Issues](#) | [Businesses](#) | [Records](#) | [Media Center](#) | [Publications](#)**Business Filing Portal**[Print this report](#)**Corporation Details**

Corporation Details		
Entity Number	1875140	
Business Name	EARLY BIRD POWER LLC	
Filing Type	FOREIGN LIMITED LIABILITY COMPANY	
Status	Active	
Original Filing Date	08/07/2009	
Expiry Date		
Location:	County:	State: MARYLAND
Agent / Registrant Information		
INCORP SERVICES, INC. 9435 WATERSTONE BOULEVARD SUITE 140 CINCINNATI, OH 45249 Effective Date: 06/14/2011 Contact Status: Active		
Filings		
Filing Type	Date of Filing	Document Number/Image
REG. OF FOR. PROFIT LIM. LIAB. CO.	08/07/2009	200921901226
SUBSEQUENT AGENT APPOINT/LIMITED/LIABILITY/PARTNERS	06/14/2011	201116501060

Exhibit B-1 "Jurisdictions of Operation"
Licensed for electricity and natural gas in,

IL,

MA

NJ

RI

NY

ME

TX

Expert Knowledge:

Shaun Pandit is the founder and Principal of Early Bird Power. Shaun is an energy expert with senior level experience in the energy business and in depth knowledge of electricity and natural gas markets.

After ten years trading commodities and foreign exchange, Shaun focused on electricity at the advent of deregulated markets in 1997.

As Director of Origination and Structuring for AES New Energy/ Constellation New Energy, he was responsible for optimizing generation assets and servicing Industrial and Commercial clients. He also was Risk Manager for TransCanada Power Marketing, managing power, gas, and credit exposures. Shaun was most recently V.P. of Trading and Marketing for International Power, responsible for all purchases and sales of power, emissions, and fuel for the North American generation assets. He is a Selectman on his town's Wind Energy Committee and a partner with Protect Our Winters, (POW), a non-profit organization helping schools install on-site solar generation.

Early Bird Power has a broad understanding of energy markets, and key relationships that provide the lowest priced strategic options for companies seeking to lower their monthly power bills. We are committed to providing the close personal attention required to ensure that your energy procurement needs are managed in today's volatile market regardless of the type or supplier. Our success is a result of the success of our clients.

Exhibit B-3 "Summary of Experience"

EarlyBird Power LLC has experience procuring natural gas supply costs for commercial and industrial clients. We have over 120 clients nationwide, and several in the state of Ohio. We serve clients of all volume size, from 200 Dth/year to 500,000 Dth/year, and have experience with all the utilities active in Ohio.

Exhibit B-4 "Disclosure of Liabilities and Investigations

None

Early Bird Power
1 Adams Street
Milton, MA 02186

Section C-1: Annual Reports

Early Bird Power is a small business and a one member LLC. Annual Reports are not issued however Financial Statements are prepared annually.

Early Bird Power LLC

SEC Filings C-2¹¹

Exhibit C-2 SEC Filings

Early Bird Power is a broker only, and does not take title to the natural gas, and is not a public entity, but a single member LLC, so no SEC filing is required..

EXHIBIT C-3 Financial Statements - Balance Sheet 12

Thursday, January 7, 2016 at 12:17:56 PM Eastern Standard Time

Subject: Balance Sheet 12/31/14 & 2013

Date: Thursday, January 7, 2016 at 12:12:57 PM Eastern Standard Time

From: Trish Heelen

To: Shaun Pandit

Early Bird Power, LLC
Balance Sheet
As of December 31, 2014

	Total		
	As of Dec 31, 2014	As of Dec 31, 2013 (PP)	Change
ASSETS			
Current Assets			
Bank Accounts			
Citizens Bank-Operating Acct.	-1,818.77	-1,835.61	-183.16
Meeting House Bank	24,691.82		24,691.82
Total Bank Accounts	\$22,873.05	\$ -1,635.61	\$24,508.66
Total Current Assets	\$22,873.05	\$ -1,635.61	\$24,508.66
Fixed Assets			
Furniture and Equipment	600.79	600.79	0.00
Computer	6,648.11	6,011.67	636.44
Equipment	2,444.48	1,834.49	609.99
Leasehold Improvements	1,347.56		1,347.56
Total Furniture and Equipment	11,040.94	8,446.95	2,593.99
Total Fixed Assets	\$11,040.94	\$8,446.95	\$2,593.99
Other Assets			
Security Deposit	1,000.00	1,000.00	0.00
Total Other Assets	\$1,000.00	\$1,000.00	\$0.00
TOTAL ASSETS	\$34,913.99	\$7,811.34	\$27,102.65
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	0.00	0.00	0.00
Total Accounts Payable	\$0.00	\$0.00	\$0.00
Credit Cards			
American Express Business Gold Rewards	3,842.88	2,146.74	1,696.14
American Express Rewards Plus	373.65	506.01	-132.36
Capital One	-271.03	-271.03	0.00
Citi Advantage	0.00	0.00	0.00
Citizens Credit Card	4,278.30	20,426.18	-16,147.88

EXHIBIT C-3 Financial Statements - Balance Sheet ¹³

Discover	0.00	0.00	0.00
JetBlue American Express	0.00	0.00	0.00
Total Credit Cards	\$8,223.80	\$22,807.90	\$ -14,584.10
Other Current Liabilities			
Accounts Payable-from 2009	0.00	0.00	0.00
Line of Credit	65,209.27		65,209.27
Payroll Liabilities	0.01	0.00	0.01
Total Other Current Liabilities	\$65,209.28	\$0.00	\$65,209.28
Total Current Liabilities	\$73,433.08	\$22,807.90	\$50,625.18
Total Liabilities	\$73,433.08	\$22,807.90	\$50,625.18
Equity			
Member Contributions	50,720.73	27,120.73	23,600.00
Members Draw	-246,301.46	-246,301.46	0.00
Member Draw-Medical	-3,553.08	-3,513.08	-40.00
Partner Distribution-Tax Payments	-159,011.68	-80,216.08	-78,795.60
Partner Distributions-Payroll	-345,732.00	-154,732.00	-191,000.00
Partner Distributions-Personal	-28,742.38	-10,859.42	-17,882.96
Total Members Draw	-783,340.60	-495,622.04	-287,718.56
Members Equity	452,263.30	452,263.30	0.00
Opening Balance Equity {3}	1,241.45	1,241.45	0.00
Net Income	240,596.03		240,596.03
Total Equity	\$ -38,519.09	\$ -14,996.56	\$ -23,522.53
TOTAL LIABILITIES AND EQUITY	\$34,913.99	\$7,811.34	\$27,102.65

Thursday, Jan 07, 2016 12:12:57 PM PST GMT-5 - Cash Basis

This report was created using QuickBooks Online Essentials.

EXHIBIT C-3 Financial Statement Profit and Loss¹⁴

Thursday, January 7, 2016 at 12:09:15 PM Eastern Standard Time

Subject: Profit and Loss 2014/2013

Date: Thursday, January 7, 2016 at 12:03:07 PM Eastern Standard Time

From: Trish Heelen

To: Shaun Pandit

Early Bird Power, LLC
Profit and Loss
January - December 2014

	Total			
	Jan - Dec 2014	Jan - Dec 2013 (PP)	Change	% Change
Income				
Commission Income	630,680.11	393,956.32	236,723.79	60.09 %
Total Income	\$630,680.11	\$393,956.32	\$236,723.79	60.09 %
Gross Profit	\$630,680.11	\$393,956.32	\$236,723.79	60.09 %
Expenses				
Advertising and Promotion	32,884.18	1,827.77	31,056.41	1,699.14 %
Advertising-Other	3,345.00		3,345.00	
Website	33,815.74	2,941.50	30,874.24	1,049.61 %
Total Advertising and Promotion	70,044.92	4,769.27	65,275.65	1,368.67 %
Automobile Expense				
Excise Tax	87.50	524.75	-437.25	-83.33 %
Gasoline	2,979.30	2,296.68	682.62	29.72 %
Maintenance	4,264.29	9,890.61	-5,626.32	-56.89 %
Other-Auto	343.94	1,918.63	-1,574.69	-82.07 %
Registration	110.00	75.00	35.00	46.67 %
Violations	15.00		15.00	
Total Automobile Expense	7,800.03	14,705.67	-6,905.64	-46.96 %
Bank Service Charges	44.73		44.73	
Bank Fee	50.01	0.33	49.68	15,054.55 %
Credit Card	1,887.42	3,082.21	-1,194.79	-38.76 %
Total Bank Service Charges	1,982.16	3,082.54	-1,100.38	-35.70 %
Business Licenses and Permits	100.00	100.00	0.00	0.00 %
Bond License	2,093.00	2,047.00	46.00	2.25 %
Broker License Fee	372.50	300.00	72.50	24.17 %
LLC Fee	1,638.25	1,772.75	-134.50	-7.59 %
Sales Tax Renewal	45.00	194.50	-149.50	-76.86 %
Total Business Licenses and Permits	4,248.75	4,414.25	-165.50	-3.75 %

EXHIBIT C-3 Financial Statements Prepared Loss

15

Computer and Internet Expenses	1,497.59	1,429.29	68.30	4.78 %
Contract Labor				
Accounting	2,380.00	2,000.00	380.00	19.00 %
Consultants	104,918.20	41,944.78	62,973.42	150.13 %
Data Entry	5,500.00		5,500.00	
Sales		2,469.00	-2,469.00	-100.00 %
Total Contract Labor	112,798.20	46,413.78	66,384.42	143.03 %
Dues and Subscriptions	10,112.72	40.00	10,072.72	25,181.80 %
Gifts	230.30	190.99	39.31	20.58 %
Insurance Expense				
Business Owners Insurance	1,640.00	1,850.00	-210.00	-11.35 %
Health Insurance	21,250.98	19,559.10	1,691.88	8.65 %
Life Insurance	1,425.00	1,425.00	0.00	0.00 %
Total Insurance Expense	24,315.98	22,834.10	1,481.88	6.49 %
Interest Expense				
Interest-Line of Credit	1,467.45		1,467.45	
Total Interest Expense	1,467.45	0.00	1,467.45	0.00
Meals and Entertainment	23,571.94	22,340.11	1,231.83	5.51 %
Miscellaneous		-0.01	0.01	100.00 %
Office Expenses	6,829.27	5,063.00	1,766.27	34.89 %
Accounting Program	343.56	343.56	0.00	0.00 %
Cleaning Service	4,820.00	3,170.00	1,650.00	52.05 %
Office Parking	60.00		60.00	
Office Supplies	4,251.07	2,434.23	1,816.84	74.64 %
Office/General Administrative Expenses	7,006.21	482.78	6,523.43	1,351.22 %
SalesForce	158.31	158.31	0.00	0.00 %
Security System	408.13	424.66	-16.53	-3.89 %
Total Office Expenses	23,876.55	12,076.54	11,800.01	97.71 %
Payroll Expenses				
Federal Unemployment	125.96	41.98	83.98	200.05 %
MA State Unemployment	1,087.13	404.64	682.49	168.67 %
Payroll Taxes-ER	3,807.43	3,151.24	656.19	20.82 %
Salary and Wages	49,770.50	41,192.36	8,578.14	20.82 %
Total Payroll Expenses	54,791.02	44,790.22	10,000.80	22.33 %
Postage and Delivery	284.26	123.85	160.41	129.52 %
Professional Fees				
Accountant	4,447.50	2,825.00	1,622.50	57.43 %
Legal & Professional Fees	12,900.34		12,900.34	
Legal Fees	1,433.75		1,433.75	

C-3

EXHIBIT ~~13~~ ¹⁶ Financial Statement Prepared: Loss

Payroll Service Expense	894.14	900.78	-6.64	-0.74 %
Total Professional Fees	19,675.73	3,725.78	15,949.95	428.10 %
Rent Expense	11,500.00	12,000.00	-500.00	-4.17 %
Taxes-personal property	316.46	61.95	254.51	410.83 %
Telephone Expense	5,402.76	4,897.86	504.90	10.31 %
Travel Expense	20.00	68.36	-48.36	-70.74 %
Airline	7,174.43	4,505.68	2,668.75	59.23 %
Auto	3,511.29	1,301.85	2,209.44	169.72 %
Lodging	2,612.70	4,206.59	-1,593.89	-37.89 %
Parking	768.61	213.09	555.52	260.70 %
Tolls	216.10	157.05	59.05	37.60 %
Train	360.75	652.00	-291.25	-44.67 %
Total Travel Expense	14,663.88	11,104.62	3,559.26	32.05 %
Total Expenses	\$388,580.70	\$209,000.81	\$179,579.89	85.92 %
Net Operating Income	\$242,099.41	\$184,955.51	\$57,143.90	30.90 %
Other Expenses				
Charitable Contributions	1,503.38	5,109.00	-3,605.62	-70.57 %
Total Other Expenses	\$1,503.38	\$5,109.00	\$ -3,605.62	-70.57 %
Net Other Income	\$ -1,503.38	\$ -5,109.00	\$3,605.62	70.57 %
Net Income	\$240,596.03	\$179,846.51	\$60,749.52	33.78 %

Thursday, Jan 07, 2016 12:03:07 PM PST GMT-5 - Cash Basis

This report was created using QuickBooks Online Essentials.

Thursday, January 7, 2016 at 2:06:34 PM Eastern Standard Time

Subject: Statement of Cash Flows 2014**Date:** Thursday, January 7, 2016 at 12:16:15 PM Eastern Standard Time**From:** Trish Heelen**To:** Shaun Pandit

Early Bird Power, LLC
Statement of Cash Flows
January - December 2014

	<u>Total</u>
OPERATING ACTIVITIES	
Net Income	240,596.03
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Furniture and Equipment:Leasehold Improvements	-1,347.56
American Express Business Gold Rewards	1,696.14
American Express Rewards Plus	-132.36
Capital One	0.00
Citizens Credit Card	-16,147.88
Discover	0.00
JetBlue American Express	0.00
Line of Credit	65,209.27
Payroll Liabilities	0.01
Net cash provided by operating activities	<u>\$289,873.65</u>
INVESTING ACTIVITIES	
Furniture and Equipment:Computer	-636.44
Furniture and Equipment:Equipment	-609.99
Net cash provided by investing activities	<u>\$ -1,246.43</u>
FINANCING ACTIVITIES	
Member Contributions	23,600.00
Members Draw:Member Draw-Medical	-40.00
Members Draw:Partner Distribution-Tax Payments	-78,795.60
Members Draw:Partner Distributions-Payroll	-191,000.00
Members Draw:Partner Distributions-Personal	-17,882.96
Net cash provided by financing activities	<u>\$ -264,118.56</u>
Net cash increase for period	<u>\$24,508.66</u>
Cash at beginning of period	-1,635.61
Cash at end of period	<u><u>\$22,873.05</u></u>

Thursday, Jan 07, 2016 12:16:15 PM PST GMT-5

This report was created using QuickBooks Online Essentials.

Subject: Statement of Cash Flows 2013

Date: Thursday, January 7, 2016 at 12:17:07 PM Eastern Standard Time

From: Trish Heelen

To: Shaun Pandit

Early Bird Power, LLC
Statement of Cash Flows
January - December 2013

	<u>Total</u>
OPERATING ACTIVITIES	
Net Income	179,846.51
Adjustments to reconcile Net Income to Net Cash provided by operations:	
American Express Business Gold Rewards	2,146.74
American Express Rewards Plus	254.05
Capital One	-382.11
Citizens Credit Card	6,034.45
Discover	0.00
JetBlue American Express	0.00
Payroll Liabilities	0.00
Net cash provided by operating activities	<u>\$187,899.64</u>
INVESTING ACTIVITIES	
Furniture and Equipment: Computer	-981.66
Net cash provided by investing activities	<u>\$ -981.66</u>
FINANCING ACTIVITIES	
Member Contributions	17,720.00
Members Draw: Member Draw-Medical	-1,366.39
Members Draw: Partner Distribution-Tax Payments	-49,710.47
Members Draw: Partner Distributions-Payroll	-154,732.00
Members Draw: Partner Distributions-Personal	-10,859.42
Net cash provided by financing activities	<u>\$ -198,948.28</u>
Net cash increase for period	<u>\$ -12,030.30</u>
Cash at beginning of period	<u>10,394.69</u>
Cash at end of period	<u><u>\$ -1,635.61</u></u>

Thursday, Jan 07, 2016 12:17:07 PM PST GMT-5

This report was created using QuickBooks Online Essentials.

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6172984241

EARLYBIRDPPOWER

Contractual Arrangements
IREPRESENTATIVE FEE AGREEMENT

This Representative Fee Agreement ("Agreement") is entered into this 7 day of July 2009, ("Commencement Date") by and between Hess Corporation, a Delaware corporation with offices at One Hess Plaza, Woodbridge, NJ 07095 ("Hess") and EARLY BIRD POWER a LLC corporation with offices at 256 CANTON AVE, MILTON MA, 02176 ("Representative").

WHEREAS, Hess desires to sell one or more energy commodities ("Energy Commodity/Commodities") to commercial and industrial end use customers ("and

WHEREAS, Representative desires to solicit commercial and industrial end use customers (such solicited customers each a "Customer" and collectively, "Customers") on behalf of Hess to purchase one or more Energy Commodities from Hess; and

WHEREAS, Hess and Representative desire to enter into an agreement under which Representative will solicit Customers to purchase Energy Commodity requirements from Hess and, if Hess accepts such Customer, Hess will pay a fee to Representative, as described in and subject to the terms of this Agreement; and

~~WHEREAS, Hess reserves the right to independently offer additional services and/or products to the Customer without Representative's consent and without paying additional fees to Representative.~~

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Fee. Included within the price per commodity unit that each Customer shall pay to Hess under the Hess Agreement, as defined below, will be a fee for Representative ("Fee") as compensation for Representative's services herein. The "Hess Agreement" consists of the fully executed base agreement and transaction confirmation between Hess and Customer evidencing the purchase and sale of the Energy Commodity. The Fee is not for the benefit of Hess and is an additional cost added to the unit price of the commodity to permit compensation to Consultant pursuant to the payment terms below. Representative represents and warrants to Hess that each Customer has been provided adequate notification and information regarding the Fee and the inclusion of the Fee within the commodity unit price under the Hess Agreement, and the Customer has had the opportunity to elect to not enter into such Hess Agreement. Representative recognizes that the Hess Agreement between Hess and Customer governs the relationship between the Customer and Hess, and that except for the compensation set forth herein, Representative is not a party or intended third-party beneficiary of any such agreements.

(a) Upon execution of the Hess Agreement, a Fee Addendum will be executed by both Hess and Representative, which shall identify the Customer, the delivery period under the Hess Agreement, and the Fee to be paid to Representative. The Fee Addendum will be incorporated into this Agreement.

(b) Representative shall be paid a Fee for any renewal, extension or replacement transaction between the solicited customer and Hess only in the event that the Representative is involved in the Process to procure a renewal, extension or replacement transaction between the solicited customer and Hess. As used herein, "Process" includes, but is not limited to, requesting pricing for Customer, facilitating the signing of a Base Agreement and/or Transaction

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Contractual Arrangements
II

Confirmation between Customer and Hess, and a signed Fee Addendum to this Agreement between Representative and Hess. If, as determined in Hess' sole opinion, Representative fails to initiate the Process to renew a Hess Agreement with a Customer prior to forty-five (45) days from expiration of the existing transaction, Hess has the right to pursue renewal independent of the Representative. In such case, Representative will not be entitled to any Fee on that renewal or any subsequent renewal.

(c) Representative and Hess agree that Representative has solicited customers on behalf of Hess prior to the Commencement Date of this Agreement for which Representative may be entitled to a Fee payment. Those solicited customers, contract terms and Representative's Fee are listed, in their entirety, on the attached Exhibit "A". Representative and Hess hereby agree that such transactions shall be subject to and governed by the terms and conditions of this Agreement.

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2. Payment of Fee. Payment to Representative will be made ~~quarterly~~ monthly, but Representative acknowledges that payment by Hess of any compensation is conditioned upon (1) Hess having received payment from Customer for all commodity deliveries in the subject quarter, and (2) any partial payment received by Hess will result in a pro rata payment to Representative. Hess will pay Representative such amounts due within ten (10) business days after the end of each ~~calendar quarter~~ month once payment has been received by Hess. To the extent Hess has not received a payment under an invoice to Customer within 45 days of the invoice due date, Hess may commence additional collection efforts. Any compensation to Representative for payment made as a result of collection effort will be net of the costs incurred by Hess in pursuing such collection. Notwithstanding the above, Representative expressly acknowledges that in the event Customer files for bankruptcy protection during the term of a Hess Base Agreement, and if there is a pre-petition amount owing to Hess, then, regardless of whether Hess continues to provide energy commodity services ~~service~~ to Customer post-petition and receives post-petition payments from Customer, Representative will not receive any compensation until all pre-petition debt has been paid in full.

3. Term. This Agreement shall begin on the Commencement Date and shall continue in effect one (1) year ("Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term"). This Agreement may be terminated by either party by providing the other party thirty (30) days prior written notice. Despite termination of this Agreement, payments of the Fee which are due and owing on Hess Agreements entered into between Customer and Hess prior to termination of this Agreement shall remain due and owing to Representative during the then current term of any Hess Agreement. This Agreement and the payments hereunder will not survive Representative's death or permanent disability. This Agreement will be subject to immediate termination if (1) either party is in default of any of its obligations or duties under this Agreement or (2) either party to this Agreement files bankruptcy, goes into compulsory liquidation, or if either party makes an assignment of this Agreement for the benefit of creditors. In the event that Representative files bankruptcy, goes into compulsory liquidation or makes an assignment of this Agreement for the benefit of creditors, Representative shall not be entitled to any further Fee payments from the date of such filing of bankruptcy, liquidation or assignment.

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4. Confidentiality. Representative agrees to keep confidential all information, including pricing and any data collected hereunder.

Contracted Arrangement
III

5. Compliance with Laws and Maintenance of Authorizations. Representative represents and warrants that it now has and will use all reasonable efforts to maintain in full force and effect all consents, licenses and authorizations of any governmental or other authority that is required to be obtained by it with respect to this Agreement and will use all reasonable efforts to obtain any that may become necessary in the future. Representative will comply with all applicable laws, regulations and orders to which it may be subject if failure to so comply would materially impair its ability to perform its obligations under this Agreement.

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6. Miscellaneous.

(a) The parties agree that Representative is an independent contractor and not an agent or employee of Hess for any purpose. Representative shall be solely responsible for payment all state, federal, and local taxes, including income taxes, estimated taxes, social security or other taxes imposed upon the receipt of the Fees for Representative or any employees of Representative.

(b) All notices and other communications required or permitted under this Agreement shall be validly given, made, or served if in writing and delivered personally, by facsimile or sent by registered mail as follows:

If to Representative:

Sham Paulit
EARLY BIRD POWER
256 CORDON AVE. N. HAN

Sham Paulit
617 572 2384
617 298 4241

Attn: MA 02186
Telephone:
Fax:

If to Hess:

Hess Corporation
One Hess Plaza
Woodbridge, NJ 07085

Attn: _____
Telephone: _____
Fax: _____

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law principles. Any litigation concerning this Agreement will be brought exclusively in the courts of the State of New York sitting in the borough of Manhattan or the United States District Court for the Southern District of New York. Each party waives its right to a jury trial under this Agreement.

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(d) This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement. There are no third party beneficiaries to this Agreement.

(e) Neither Representative nor Hess will (i) be responsible for any error in judgment, act or omission in connection with this Agreement, except in the case of willful misconduct or negligence; or (ii) have any obligation or liability whatsoever to the other under any circumstances for any breach (alleged or actual) by Customer of the Hess Agreement. In no event will Hess's liability under this Agreement exceed the amount of payments due Representative hereunder for the Energy Commodity delivered to and paid for by Customer, and all consequential, punitive, indirect, special damages, including but not limited to increased energy costs, lost business, and lost profits are disclaimed.

(f) Hess may assign this Agreement to a corporate affiliate at anytime without the consent of Representative. Representative will have no right to assign this Agreement.

Contractual Arrangements
IV

(g) Representative agrees for the term of this Agreement and for one year subsequent to the termination of this Agreement, that it will not solicit or attempt to induce any Hess employee to become its employee.

(h) Documents given to Representative which pertain to Hess remain the property of Hess, irrespective of whether such documents relate to or contain confidential information. Upon termination of this Agreement, Representative agrees to return any and all such documents to Hess.

76. Representative hereby agrees to defend, indemnify and hold harmless Hess from any claim that any party other than Representative is entitled to payment hereunder. Representative further agrees to defend, indemnify and hold harmless Hess from any claim by a Customer that such Customer (i) was not aware of and (ii) did not agree to have the commodity unit price increased by the Fee.

8. Representative agrees to perform its obligations hereunder in a professional and workmanlike manner in accordance with the terms and conditions of this Agreement.

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28. No amendment or modification to this Agreement will be enforceable unless reduced to writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Hess Corporation	EARLY BIRD POWER (Representative)
By: <u>James J. Connolly</u>	By: <u>Shawn Bender</u>
Name: <u>James Connolly</u>	Name: <u>Shawn Bender</u>
Title: <u>James J. Connolly</u>	Title: <u>CEO, Director</u>
James J. Connolly	
Regional Sales Manager	
New England	

Early Bird Power LLC C-S
Forecasted financial statements

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Early Bird Power, LLC
Profit and Loss - Forecast
January - December 2015 & 2016

	<u>Forecast-2015</u>	<u>Forecast-2016</u>
Income		
Commission Income	1,055,786	1,404,195
Total Income	<u>1,055,786</u>	<u>1,404,195</u>
Gross Profit	1,055,786	1,404,195
Expenses		
Advertising and Promotion	31,866	42,382
Advertising-Other	1,960	2,607
Website	1,951	2,595
Total Advertising and Promotion	<u>35,777</u>	<u>47,584</u>
Automobile Expense		
Gasoline	1,344	1,787
Maintenance	681	906
Total Automobile Expense	<u>2,025</u>	<u>2,693</u>
Bank Service Charges		
Credit Card	451	600
Total Bank Service Charges	<u>451</u>	<u>600</u>
Business Licenses and Permits	620	825
Bond License	2,459	3,270
Broker License Fee	423	562
LLC Fee	1,452	1,931
Total Business Licenses and Permits	<u>4,954</u>	<u>6,588</u>
Computer and Internet Expenses	1,525	2,028
Contract Labor		
Accounting	2,319	3,084
Consultants	144,452	192,121
Data Entry	2,800	3,724
Total Contract Labor	<u>149,571</u>	<u>198,929</u>
Dues and Subscriptions	7,174	9,541
Gifts	66	88
Insurance Expense		
Business Owners Insurance	1,413	1,879
Health Insurance		
Health Insurance-Employee	3,129	4,162
Health Insurance-Shaun	11,862	15,777
Total Health Insurance	<u>14,991</u>	<u>19,939</u>
Life Insurance	1,425	1,895
Total Insurance Expense	<u>17,829</u>	<u>23,713</u>
Interest Expense		
Interest-Line of Credit	2,994	3,982
Total Interest Expense	<u>2,994</u>	<u>3,982</u>
Meals and Entertainment	20,466	27,220
Miscellaneous	2,852	3,793
Office Expenses	1,180	1,569
Accounting Program	258	343
Cleaning Service	2,710	3,604

Early Bird Power LLC C-S
Forecasted financial statements

24

Office Parking	80	106
Office Supplies	3,120	4,150
Office/General Administrative Expenses	2,012	2,676
Security System	355	473
Total Office Expenses	9,715	12,921
Payroll Expenses		
Federal Unemployment	168	223
MA State Unemployment	2,098	2,790
Payroll Taxes-ER	15,636	20,796
Salary and Wages	210,737	280,280
Total Payroll Expenses	228,638	304,089
Postage and Delivery	196	261
Professional Fees		
Accountant	1,125	1,496
Legal & Professional Fees	1,174	1,561
Payroll Service Expense	1,439	1,914
Total Professional Fees	3,738	4,972
Rent Expense	11,813	15,711
Repairs and Maintenance	675	898
Taxes-personal property	19	26
Telephone Expense	5,828	7,751
Travel Expense		
Airline	10,115	13,453
Auto	4,349	5,784
Lodging	9,085	12,083
Parking	312	415
Tolls	238	316
Train	605	805
Total Travel Expense	24,703	32,855
Total Expenses	531,010	706,243
Net Operating Income	524,776	697,952
Other Expenses		
Charitable Contributions	4,145	5,512
Total Other Expenses	4,145	5,512
Net Other Income	-4,145	-5,512
Net Income	520,631	692,439

Thursday, Jan 07, 2016 02:19:29 PM PST GMT-5 - Cash Basis

Assumptions - increase of 33%

Prepared by Patricia Heelen, Accountant

Heelen @ AOL.com

617 347 6874

Early Bird Power, LLC
Balance Sheet - Forecast
As of December 31, 2015 & 2016

	<u>Forecast-2015</u>	<u>Forecast-2016</u>
ASSETS		
Current Assets		
Bank Accounts		
Citizens Bank-Operating Acct.	15,177	81380
Meeting House Bank	1,729	1729
Total Bank Accounts	<u>16,906</u>	<u>83,109</u>
Total Current Assets	16,906	83,109
Fixed Assets		
Furniture and Equipment	601	601
Computer	8,844	11844
Equipment	2,444	3444
Leasehold Improvements	1,348	1348
Total Furniture and Equipment	<u>13,237</u>	<u>17,237</u>
Total Fixed Assets	13,237	17,237
Other Assets		
Security Deposit	1,000	1000
Total Other Assets	<u>1,000</u>	<u>1,000</u>
TOTAL ASSETS	31,143	101,346
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable	-	-
Total Accounts Payable	-	-
Credit Cards		
American Express Business Gold Rewards	(2,868)	
American Express Rewards Plus	374	
Capital One	(271)	
Citi Advantage	-	
Citizens Credit Card	-	
Discover	-	
JetBlue American Express	-	
Total Credit Cards	<u>(2,765)</u>	<u>-</u>
Other Current Liabilities		
Accounts Payable-from 2009	-	
Line of Credit	90,240	\$ 40,240.00
Payroll Liabilities	0	0
HSA Withholdings	-	-
Total Payroll Liabilities	<u>0</u>	<u>-</u>
Total Other Current Liabilities	<u>90,240</u>	<u>40,240</u>
Total Current Liabilities	<u>87,475</u>	<u>40,240</u>
Total Liabilities	87,475	40,240
Equity		
Member Contributions	54,864	54,864
Members Draw	(246,301)	(246,301)

Early Bird Power LLC C-S
forecasted financial statements

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Member Draw-Medical	(3,553)	(3,553)
Partner Distribution-Tax Payments	(336,139)	(511,139)
Partner Distributions-Payroll	(703,232)	(1,103,232)
Partner Distributions-Personal	(36,702)	(36,702)
Total Members Draw	<u>(1,325,928)</u>	<u>(1,900,928)</u>
Members Equity	692,859	1,213,490
Opening Balance Equity {3}	1,241	1,241
Net Income	<u>520,631</u>	<u>692,439</u>
Total Equity	<u>(56,332)</u>	<u>61,106</u>
TOTAL LIABILITIES AND EQUITY	31,143	101,346

Thursday, Jan 07, 2016 02:40:15 PM PST GMT-5 - Cash Basis

Assumptions - increase of 33%

Prepared by Patricia Heelen, Accountant

Heelen@AOL.com

617 347 6874

Early Bird Power LLC
forecasted financial statements

C-5

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Early Bird Power, LLC
Statement of Cash Flows - Forecast
January - December 2015 & 2016

	<u>2015 Forecast</u>	<u>2016 Forecast</u>
OPERATING ACTIVITIES		
Net Income	520,631	692,439
Adjustments to reconcile Net Income to Net Cash provided by operations:		
American Express Business Gold Rewards	-6,711	2,493
Capital One	0	271
Citizens Credit Card	-4,278	0
JetBlue American Express	0	0
Line of Credit	25,031	-50,000
Payroll Liabilities	0	0
Payroll Liabilities:HSA Withholdings	0	0
Net cash provided by operating activities	<u>534,673</u>	<u>\$ 645,203</u>
INVESTING ACTIVITIES		
Furniture and Equipment:Computer	-2,196	-4,000
Net cash provided by investing activities	<u>-2,196</u>	<u>-\$ 4,000</u>
FINANCING ACTIVITIES		
Member Contributions	4,143	0
Members Draw:Partner Distribution-Tax Payments	-177,128	-175,000
Members Draw:Partner Distributions-Payroll	-357,500	-400,000
Members Draw:Partner Distributions-Personal	-7,960	0
Net cash provided by financing activities	<u>-538,444</u>	<u>-\$ 575,000</u>
Net cash increase for period	<u>-5,967</u>	<u>\$ 66,203</u>
Cash at beginning of period	<u>22,873</u>	<u>16,906</u>
Cash at end of period	<u>16,906</u>	<u>\$ 83,109</u>

Assumptions:

Profit & Loss Statement increase of one third.

Prepared by Patricia Heelen, Accountant

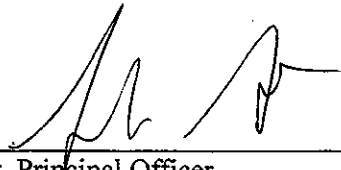
Heelen @ AOL.com

617 347 6874

Early Bird Power
One Adams Street
Milton, MA 02186

Section C-6: Credit Rating

Early Bird Power is a single member LLC owned by Shaun Pandit. A credit rating is not available for Early Bird Power. Attached is Shaun Pandit's FICO credit score provided by Discover card. Shaun Pandit, as Principal Officer, guarantees the obligations of Early Bird Power.

A handwritten signature in black ink, appearing to read 'Shaun Pandit', is written over a horizontal line.

Shaun Pandit, Principal Officer
Early Bird Power

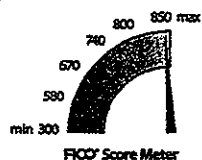
ACCOUNT SUMMARY

Previous Balance		\$8.99
Payments and Credits	+	\$0.00
Purchases	+	\$0.00
Balance Transfers	+	\$0.00
Cash Advances	+	\$0.00
Fees Charged	+	\$0.50
Interest Charged	+	\$0.00
New Balance		\$9.49

See Interest Charge Calculation section following the Transactions section for detailed APR information

Credit Line	\$11,500
Credit Line Available	\$11,490
Cash Advance Credit Line	\$2,900
Cash Advance Credit Line Available	\$2,900

You may be able to avoid interest on Purchases. See reverse for details.



FICO
838

Your FICO® Credit Score on 9/28/15.

Track recent scores on your FICO® page in this statement.

PAYMENT INFORMATION

New Balance **\$9.49**

Minimum Payment Due * \$9.49

Payment Due Date November 1, 2015

* Includes past due amount of: \$8.99

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your purchase and balance transfer APRs for new transactions may be increased up to the Penalty APR of 17.99% variable.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of
Only the minimum payment	1 month	\$9

If you would like information about credit counseling services, call 1-800-347-1121.

REWARDS

Cashback Bonus® Anniversary Month August

Opening Balance \$ 47.64

New Cashback Bonus This Period + \$ 0.00

Redeemed This Period - \$ 0.00

Cashback Bonus Balance **\$ 47.64**

To learn more, log in at Discover.com

Make Check payable to Discover.

Please fold on the perforation below, detach and return with your payment.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Payment Coupon

Please do not fold, clip or staple.



Pay Online
Discover.com



Pay by Phone
1-800-347-2683



000031448 01 AV 0.388 T7 04 SDS1RA02 117

SHAUN PANDIT
256 CANTON AVE
MILTON MA 02186-3526



Account number ending in	3408
Minimum Payment Due	\$9.49
New Balance	\$9.49
Payment Due Date	November 1, 2015
Amount enclosed	\$

PO BOX 71084
CHARLOTTE NC 28272-1084

Phone and Internet payments must be received by 5PM ET to be credited as of the same day.
Address, e-mail or telephone changed? Note changes on reverse side.

000001986457451986259000094900779930000949

Early Bird Power LLC C-7 credit report

dun & bradstreet

Dun & Bradstreet

1.800.700.2733

Cart Sign Out

Dashboard

Summary

Update Company Info

Tools

Early Bird Power LLC DUNS: 83-177-3218

CreditSignal

Summary

Company Info

Update Company Info

256 Canton Ave
Millon, MA 02186
Phone: (617) 872-2384
URL:

DBAs:

Scores and Ratings

Score / Rating:	Status	Last Date Changed
PAYDEX®	Good	01/01/2014
Delinquency Predictor Class	Good	10/02/2015
Financial Stress Class	Fair	01/07/2016
Supplier Evaluation Rating	Fair	10/02/2015
D&B Rating	N/A	01/07/2016
D&B Viability Rating	Good	

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Alerts

There are currently no alerts issued for this company. If you only recently began monitoring this company, you will not receive your first alerts until score changes or events occur. To configure your alerts notification settings, please Click Here

Configure Alerts

Early Bird Power LLC

C-8

C-9

C-8 Bankruptcy Information

Early Bird Power LLC, or Shaun Pandit has had 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 Merger Information

Early Bird Power LLC has had no dissolution or merger or acquisition of the applicant since applicant last filed for certification.

Exhibit D-1 Operations.

As a Natural Gas Broker, I will work with my clients to procure the lowest price supply from a competitive supplier, ensuring they understand all the risks and understanding of the process and follow up.

I will not be taking title to the gas or billing the customers.

Exhibit D-2**EARLY BIRD POWER**

Shaun Pandit has over 13 years of experience working with utilities and competitive suppliers, so he is very familiar with all the rules and regulations that apply to natural gas markets. I, Shaun, worked in this capacity for TransCanada Pipelines in Westborough, MA, a leading competitive supplier, as well as Constellation New Energy another leading competitive supplier, managing major customer accounts and natural gas supply and transport in MA.

Shaun was Vice President of Trading and Marketing for International Power in Marlborough MA, which owns three gas fired generating plants in MA. Shaun has an M.B.A. in Finance from Boston College and a B.A. in Economics from Boston College.

EARLY BIRD POWER has been in business for five months now as a power and gas agent large commercial and industrial clients in MA. Shaun Pandit has an Economics degree from Boston College and a Master's in Finance from Loyola Chicago Business School.

Shaun has a broad understanding of energy markets, and key relationships that provide the lowest priced strategic options for companies seeking to lower their monthly power bills.

EXPERIENCE:**INTERNATIONAL POWER AMERICA, Marlborough MA****2007-2009****Vice President, Trading and Marketing**

- Optimized International Power's 6000 MW's of generation assets directed 20 member team.
- Executed gas, power, emissions, and coal trades in forwards, options and basis markets in Texas- (ERCOT), New England- (NEPOOL), and Midwest- (PJM, MISO) regions.
- Built relationships and executed agreements with financial counterparties, LSE's, and municipals

- Structured and initiated long term hedges to finance new acquisitions
- Member of management team responsible for growth strategy, forecasts, and personnel development

TRANSCANADA POWER MARKETING, Westborough MA**2003-2007****Manager, Risk Management**

- Enabled opportunities within TransCanada's extensive asset positions while managing credit and market exposure, instrumental in growing TransCanada's retail business.
- Developed and implemented appropriate risk management policies and practices in coordination with Counterparty Risk, Accounting, Finance, and Trading and Origination for the Boston and Ontario offices for wholesale and retail transactions.
- Developed weekly exposure reporting to provide transparency of the portfolio. Performed due diligence on new acquisitions, including the successful acquisition of GTN California natural gas pipeline, and commercial and industrial origination activities.
- Member of Marketing Strategy Board for Bruce Nuclear Power responsible for marketing and fuel procurement strategies and long term hedging.

AES NEW ENERGY, Boston, MA**2001-2003****Director of Origination and Structuring**

- Analyze portfolio of assets and retail obligations and structure and implement trades that decrease risk and create profitable trading opportunities.
- Originated agreements with paper mills; Pope and Talbot, Rosewood and Weyerhaeuser in Oregon and Washington.

- Optimize AES Corp's 40,000 MWs of generation assets by originating and structuring non-standard energy products and options with industrial, retail and wholesale entities.
- Selected to four member due diligence team, successfully acquiring Wolf Hollow natural gas plant in Texas.

CITIZENS LEHMAN POWER, Boston, MA**2000-2001****Asset Optimizer, Structured Products Trader**

- Marketed and initiated profitable multi-year energy, capacity and option contracts with utilities, industrials, municipals, IPP's and marketers.
- Priced evaluated and analyzed profitability of development opportunities and long term structured deals and implemented trading and hedging strategies.
- Increased value of 23,500 MWS of assets extracting option value and creating arbitrage opportunities by acquiring strategic transmission, FTR'S and TCC'S and initiating short and long term trades.

PACIFICORP POWER MARKETING, Portland, OR**1996-2000****Trading Manager 1996-2000**

- Grew PacifiCorp's unregulated division through strategic transmission and storage acquisitions, and counterparties and profits grew ten-fold.
- Managed six traders and collaborated with business development, generating significant profits.
- Built a trading platform for WSCC market, and a marketing infrastructure to market and finance PPM's wind projects.
- Member of development team for Enterprise Wind and executed the sale of Enterprise Wind Development project to BPA.
- Developed and executed a forward marketing plan for Klamath Falls Hydro.

CHASE MANHATTAN, New York, NY**1993-1996****Capital Markets Officer**

- Interbank foreign exchange market maker through direct dealing and brokered markets in major currencies.
- Became a dominant market maker of exotic currencies by generating hedge ratios to price illiquid minor currencies with major currencies

TIMBER HILL, Chicago Mercantile Exchange

1988-1993

Trader

- Market-maker in currency and financial futures and options trading pits to take advantage of arbitrage opportunities
- Supervised and trained assistants
- Relayed market information and order activity from futures and options trading pits to clients

EDUCATION:

LOYOLA UNIVERSITY CHICAGO , Chicago, IL

1993

Master of Business Administration-Finance

BOSTON COLLEGE, Chestnut Hill, MA

1988

Bachelor of Arts-Economics

Exhibit D-3 Key Technical Personnel**Shaun Pandit****CEO/ Director****shaunpandit@earlybirdpower.com****888 763 2759 toll-free****617 872 2384 cell**

Shaun Pandit owns and operates Early Bird Power and has an Economics degree from Boston College and a Master's in Finance from Loyola Chicago Business School. After ten years trading commodities and foreign exchange, Shaun focused on electricity at the advent of deregulated markets in 1997. Shaun is an energy expert with senior level experience in the energy business and in depth knowledge of electricity and natural gas markets.

As Director of Origination and Structuring for Citizens Lehman Power and Constellation New Energy, he was responsible for optimizing generation assets and servicing Industrial and Commercial clients. He was a member of the team responsible for initiating the strategy that combined AES and New Energy, which was sold to Constellation.

He also was Risk Manager for TransCanada Power Marketing, managing power, gas, and credit exposures. Shaun was most recently V.P. of Trading and Marketing for International Power, responsible for all purchases and sales of power, emissions, and fuel for the North American generation assets. He is a Selectman on his town's Wind Energy Committee and a partner with Protect Our Winters, (POW), a non-profit organization helping schools install on-site solar generation.

Shaun has a broad understanding of energy markets, and key relationships that provide the lowest priced strategic options for companies seeking to lower their monthly power bills.