

PUCO USE ONLY – Version 1.07		
Date Received	Case Number	Certification Number
16-716	- GA-AGG	

## 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 be certified as: (check all that apply)**

☒ Retail Natural Gas Aggregator      ☒ Retail Natural Gas Broker

**EA-2 Applicant information:**

Legal Name	Good Energy, L.P.		
Address	232 Madison Avenue, Third Floor, New York, NY 10016		
Telephone No.	(866) 955-2677	Web site Address	<a href="http://www.goodenergy.com">www.goodenergy.com</a>

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

Name	Good Energy Consulting Services L.P. (Good Energy, L.P.)		
Address	232 Madison Avenue, Third Floor, New York, NY 10016		
Web site Address	www.goodenergy.com	Telephone No.	(866) 955-2677

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

Good Energy  
Good Energy Consulting Services  
Good Energy Consulting Group

**A-5 Contact person for regulatory or emergency matters:**

Name	Javier Barrios	Title	Managing Partner		
Business Address	232 Madison Avenue, Third Floor, New York, NY 10016				
Telephone No.	(212) 792-0222	Fax No.	(212) 792-0223	Email Address	javier@goodenergy.com

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**THE UNIVERSITY OF CHICAGO**

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

Name	Javier Barrios	Title	Managing Partner
Business address	232 Madison Avenue, Third Floor, New York, NY 10016		
Telephone No.	(212) 792-0222	Fax No.	(212) 792-0223
Email Address	javier@goodenergy.com		

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

Customer service address 232 Madison Avenue, Third Floor, New York, NY 10016

**Toll-Free Telephone No.** (866) 955-2677      **Fax No.** (866) 275-3083      **Email Address** [info@goodenergy.com](mailto:info@goodenergy.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	Registered Agent
Business address	9435 Watestone Blvd., #140, Cincinnati, OH 45249		
Telephone No.	800-246-2677	Fax No.	702-866-2689
Email Address	status@incorp.com		

**A-9 Applicant's federal employer identification number** 432003973

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

- ☐ Sole Proprietorship
 ☒ Partnership
 ☐ Limited Liability Partnership (LLP)
 ☐ Limited Liability Company (LLC)
 ☐ Corporation
 ☐ Other

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

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

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

☒ **Columbia Gas of Ohio**

<input type="checkbox"/>	Residential	Beginning Date of Service		End Date	
<input checked="" type="checkbox"/>	Small Commercial	Beginning Date of Service	11/01/2007	End Date	03/31/2008
<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 checked="" type="checkbox"/>	Small Commercial	Beginning Date of Service	11/01/2007	End Date	05/31/2008
<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	04/01/2010	End Date	11/01/2014
<input type="checkbox"/>	Large Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/>	Industrial	Beginning Date of Service		End Date	

☐ **Vectren Energy Delivery of Ohio**

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

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

<input checked="" type="checkbox"/>	Columbia Gas of Ohio	Intended Start Date	04/01/2016
<input checked="" type="checkbox"/>	Dominion East Ohio	Intended Start Date	04/01/2016
<input checked="" type="checkbox"/>	Duke Energy Ohio	Intended Start Date	04/01/2016
<input checked="" type="checkbox"/>	Vectren Energy Delivery of Ohio	Intended Start Date	04/01/2016

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,"** if applicable, provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto.
- A-18 Exhibit A-18 "Secretary of State,"** provide evidence that the applicant is currently registered with the Ohio Secretary of the State.

## **SECTION B - APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE**

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- B-1 Exhibit B-1 "Jurisdictions of Operation,"** provide a current list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail natural gas service, or retail/wholesale electric services.
- B-2 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 to be certified to provide (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 it is seeking to be certified to provide.

- 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 within the past five years.

☒ No      ☐ Yes

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

- B-6 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.

☒ 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.

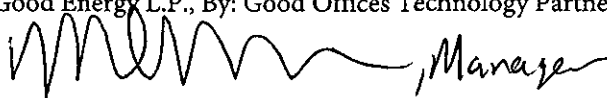
## **SECTION D – APPLICANT TECHNICAL CAPABILITY**

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

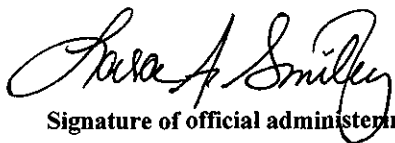
- D-1 Exhibit D-1 "Operations,"** provide a current written description of the operational nature of the applicant's business functions.
- D-2 Exhibit D-2 "Operations Expertise,"** given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical 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.

Good Energy L.P., By: Good Offices Technology Partners, LLC, its General Partner

Applicant Signature and Title

 Manager

Sworn and subscribed before me this 22 day of March Month 2016 Year



Signature of official administering oath

Tara A. Smiley, Notary Public

Print Name and Title

My commission expires on

February 17, 2017

**TARA A. SMILEY**  
Notary Public - State of New York  
No. 01SM6201262  
Qualified in Kings County  
My Commission Expires February 17, 2017



# The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service  
Affidavit Form  
(Version 1.07)

In the Matter of the Application of )

Good Energy Consulting Services L.P. (Good Energy, L.P.) )

for a Certificate or Renewal Certificate to Provide )

Competitive Retail Natural Gas Service in Ohio. )

Case No.  -  -GA-AGG

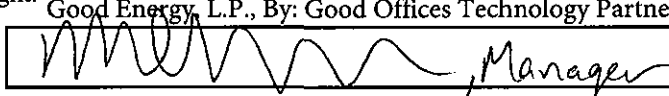
County of  New York

State of  NY

[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

Good Energy, L.P., By: Good Offices Technology Partners, LLC, its General Partner  
 Manager

Sworn and subscribed before me this  22  day of  March  Month  2016  Year

  
Signature of Official Administering Oath

Tara A. Smiley, Notary Public  
Print Name and Title

**TARA A. SMILEY**  
Notary Public - State of New York  
No. 01SM6201262  
Qualified in Kings County  
Commission Expires February 17, 2017

February 17, 2017

(CRNGS Broker/Aggregator -Version 1.07) Page 7 of 7



## **Exhibit A-14 “Principal Officers, Directors, & Partners”**

**Applicant:** Good Energy Consulting Services, LP. (Good Energy, LP)

- I. Maximilian Hoover  
President  
Good Energy, L.P.  
232 Madison Ave. Third Floor  
New York, NY 10016  
[Max@goodenergy.com](mailto:Max@goodenergy.com)  
(212) 792-0222 Ext. 3007
- II. Charles de Casteja  
Managing Partner  
Good Energy, L.P.  
232 Madison Ave. Third Fl  
New York, NY 10016  
[Charles@goodenergy.com](mailto:Charles@goodenergy.com)  
(212) 792-0222 Ext. 3106
- III. Scott Heath  
Managing Partner  
Good Energy, L.P.  
1011 S. Broadway St. Suite 100  
Carrollton, TX 75006  
[Scott@goodenergy.com](mailto:Scott@goodenergy.com)  
(972) 200-9770 Ext. 1772
- IV. Javier Barrios  
Managing Partner  
Good Energy, L.P.  
232 Madison Ave. Third Fl  
New York, NY 10016  
[Javier@goodenergy.com](mailto:Javier@goodenergy.com)  
(212) 792-0222 Ext. 3103



## **Exhibit A-15 “Corporate Structure”**

**Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

### **Maximilian Hoover, President**

A founding member of Good Energy, Maximilian Hoover, brokered his first retail natural gas contract in 1996 in Hilliard, Ohio. The contract was by and between One Mill Run, Limited Partnership, the owner of a 168,017 square foot Class A office property, and American Electric Power’s retail gas division. Mr Hoover brokered his first retail electricity contract in 1997 in Blue Bell, Pennsylvania. The contract was by and between 1777 Sentry Park West, LP, the owner of an office park consisting of four Class A office buildings totaling 220,516 square feet and Exelon Corporation.

The 1996 natural gas contract and the 1997 electricity supply contract illustrate the fact that Good Energy personnel have been involved in the retail brokerage of energy contracts in the United States for just about as long as the beginning of deregulation.

### **Charles de Casteja, Managing Partner**

Mr. de Casteja has overall responsibility for the operation of Good Energy’s brokerage and consulting businesses, including electricity, natural gas, demand response and other energy-related products. He is a recognized expert in the acquisition and ongoing management of large electricity and natural gas aggregations throughout US deregulated markets. With 215 current Good Energy Community Energy Aggregation programs representing over one and a half million households, Charles and his team effectively manage energy procurement for approximately one percent of the US population.

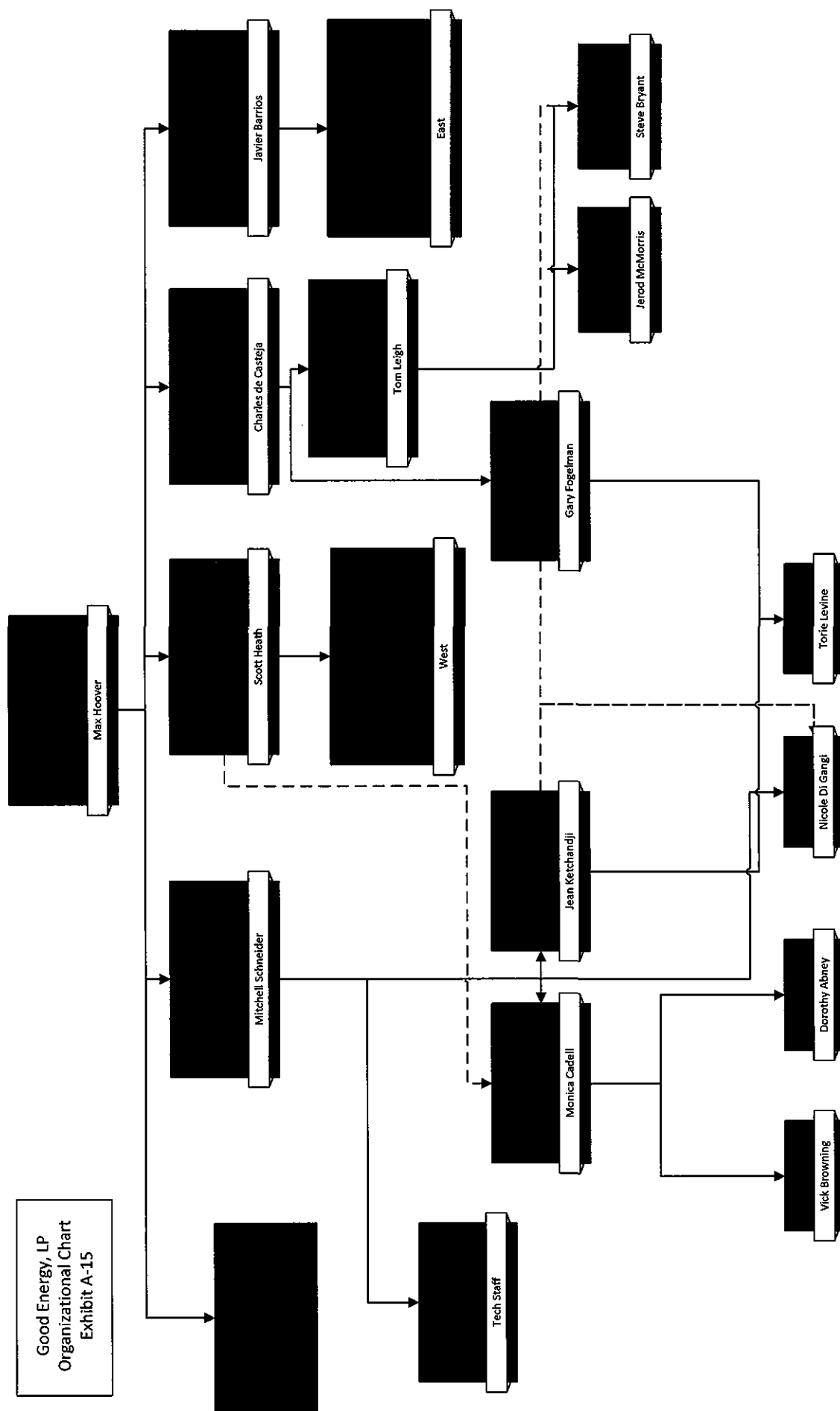
### **Scott Heath, Managing Partner**

A founding member and Managing Partner of Good Energy, Scott Heath, worked closely with government agencies including schools, military installations, and municipal utilities in his capacity as Key Account Manager for Choctawhatchee Electric Cooperative ), the *fifth largest electric cooperative* in the state of Florida and for San Antonio’s City Public Service. Mr. Heath’s many years of experience in this capacity shows that *Good Energy’s team understands the utility-related needs of government agencies*. Prior to joining Good Energy, Mr. Heath served as Manager of Energy Marketing for Reliant Energy, where Mr. Heath spearheaded the first deregulated team in North Texas under Solutions Division of the company.

### **Javier Barrios, Managing Partner**

Mr. Barrios brings over 20 years of experience in Business Strategy and Marketing. As one of the original founders, he has developed the firm’s commodity products and offerings of electricity, natural gas, renewable energy, aggregation and demand response across 21 states. He has solidified over 50 wholesale energy supplier relationships throughout the U.S., Canada and Europe. Mr. Barrios is involved in the management of all strategic, financial and operational functions of the company. Mr. Barrios also serves as President of TEPA NE: The Energy Professionals Association Northeast region. TEPA is a 300-member organization that helps promote a standardized code of conduct initiates best practices for energy aggregators, brokers and consultants nationwide. <http://www.tepausa.org/tepa-northeast-board>.

***See attached Corporate Structure diagram on Exhibit A-15***



## **Exhibit A-16 “Company History”**

### **Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

Good Energy, LP has been in existence and active in a variety of different levels of the energy industry since before deregulation came into being in the State of Ohio. This includes Procurement for Electricity, Natural Gas, Heating Oil, Renewable Power, Lighting Management, Lighting Store: GoodMart.com, Demand Response (Energy Curtailment), Power Factor Correction and Engineering Studies. As a result, Good Energy brings an enormous amount of experience from all areas of the energy industry, adding to the insights which guide our decision making processes. Good Energy is active in all deregulated markets within the continental U.S. and Canada.

Good Energy’s principal business interests are in serving as a consultant and/or broker and/or aggregator of electricity and natural gas in order to help our Public and Private sector clients achieve energy cost savings and maximize energy efficiencies. We also offer renewable energy strategies. With extremely strong relationships with over 50 national suppliers of energy, Good Energy is in a unique position for intelligence gathering, adding significantly to our negotiating strength with these suppliers. In addition, because of the ongoing affinity and aggregation programs now administered by Good Energy in several states, suppliers understand the extent of our footprint and are now far more likely to concede various contract terms and provide very competitive pricing.

In addition, Good Energy is certified by the center of Resource Solutions as a Green-e Energy Marketer selling retail and wholesale RECs (Renewable Energy Certificates) in all states. Good Energy also received partnership status with ENERGY STAR. As the government-backed, trusted symbol for energy efficiency, ENERGY STAR was created to help consumers easily identify products and practices that save energy and money, and help protect the environment.

**Exhibit A-17 “Articles of Incorporation and Bylaws”**

**Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

Please see attached documents labeled Exhibit A-17

**AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**

**OF**

**GOOD ENERGY L.P.**

THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT ("Agreement") made as of this 31st day of December, 2012, by and between Good Offices Technology Partners LLC, a New York limited liability company with an address at 232 Madison Avenue, Suite 405, New York, New York 10016 as the general partner (the "General Partner"), and the parties set forth on Schedule A as the limited partners (each a "Limited Partner" and collectively the "Limited Partners").

**W I T N E S S E T H:**

WHEREAS, GOOD ENERGY L.P., a Delaware limited partnership (the "Partnership") was formed pursuant to a Certificate of Limited Partnership filed in the State of Delaware on March 11, 2003 wherein Good Energy LLC (the "Original General Partner") was named as general partner and Good Energy II, LLC (the "Original Limited Partner") was named as the limited partner;

WHEREAS, the Original General Partner and the Original Limited Partner entered into that certain Partnership Agreement of Good Energy L.P., dated as of March 12, 2003 (the "Original Agreement");

WHEREAS, the Original General Partner desires to withdraw as a Partner from the Partnership;

WHEREAS, the Original Limited Partner desires to withdraw as a Partner from the Partnership;

WHEREAS, the parties hereto desire to continue the Partnership without dissolution pursuant to this Agreement;

WHEREAS, the parties hereto desire that this Agreement amend, completely restate and supersede the Original Agreement in its entirety on the terms set forth herein as of the Effective Date.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby amend, completely restate and supersede the Original Agreement in its entirety to read as follows:

**ARTICLE I**  
**Definitions**

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

(a) "Code" shall mean the Internal Revenue Code of 1986, as amended or corresponding provision of future laws.

(b) "General Partner" shall mean Good Offices Technology Partners LLC, a New York limited liability company.

(c) "Limited Partners" shall mean the limited partners listed on Schedule A.

(d) "Partnership" shall mean the Limited Partnership described herein and which shall be composed of the General Partner and the Limited Partner.

(e) "Partnership Act" shall mean the Delaware Uniform Limited Partnership Act.

(f) "Percentage Interest" shall mean the percentage interest held by the General Partner and Limited Partners as set forth on Schedule A.

(g) "Service" shall mean the Internal Revenue Service.

**ARTICLE II**  
**Admission of Partners**

2.01 Admission of Partners: The Limited Partners are hereby admitted to the Partnership as the limited partners and the General Partner is hereby admitted as the sole general partner.

**ARTICLE III**  
**The Partnership**

3.01 Partnership Name and Offices: The name of the Partnership shall be GOOD ENERGY L.P., provided that Partnership business shall be conducted under such name or names as the General Partner deems appropriate to comply with the laws of the particular jurisdictions in which the Partnership does business. The principal office of the Partnership shall be located at 232 Madison Avenue, Suite 405, New York, New York 10016. The General Partner may designate such other or additional offices as may be necessary or appropriate for the purpose of carrying out the business of the Partnership. Prior to conducting any business in any jurisdiction, the General Partner shall either cause the Partnership to comply

with all requirements for the qualification of this Partnership to conduct business as a Limited Partnership in such jurisdiction or conduct business in such jurisdiction through other partnerships or by such other means as the General Partner, upon the advice of counsel, deems appropriate to provide limited liability of the therein.

3.02 Character of the Business: The principal business of the Partnership shall be to provide electricity supply and demand management services. The foregoing sentence notwithstanding, the Partnership shall be authorized to engage in any lawful activity and acquire, own, lease, sell, enter in joint ventures, and deal in or with real, personal and/or intangible property, securities and investments of every kind, nature and description consistent with the best interests of the Limited Partners and the Partnership.

3.03 Term of Partnership: The Partnership commenced upon the filing of the Certificate of Limited Partnership and shall continue until July 1, 2059 unless sooner terminated as provided in Article IX hereof.

#### **ARTICLE IV** **Capitalization**

4.01 Capital Contributions by General Partner: The General Partner shall make no additional capital contributions. The capital account of the General Partner shall be credited with the capital account balance of the Original General Partner.

4.02 Capital Contributions of Limited Partners. The limited partners shall make no additional capital contributions. The capital account of the Limited Partners shall be credited with their pro rata share of the capital account balance of the Original Limited Partner.

4.03 Nature of Contributions: No Partner shall be required or obligated (a) to contribute any capital to the Partnership other than as provided in Section 4.01, or 4.02 hereof, or (b) to lend any funds to the Partnership. No interest shall be paid on any capital contributed to the Partnership pursuant to Section 4.01 or 4.02 and, except as otherwise provided herein, no Partner may withdraw its Capital Contribution.

## **ARTICLE V**

### **Allocations of Profits and Losses; Distribution of Funds**

5.01 General: The profits and losses of the Partnership, which shall be computed at the end of each taxable year, shall be determined in accordance with the principles applied in determining income, gains, expenses, deductions, credits or losses, as the case may be, reported by the Partnership for federal income tax purposes on its federal income tax return for such year. In the case of a transfer of an interest in the Partnership during any taxable year of the Partnership, every item of partnership income, loss, deduction and credit attributable to such Unit shall be divided and allocated proportionately between the transferor and transferee based upon the number of months during such taxable year for which such Limited Partner is recognized as such in accordance with Section 7.02. For purposes of accounting simplicity in the case of a transfer of a Partnership interest, the Partnership will treat the party who is the recognized owner of the Partnership interest as of the close of business on the last day of any calendar month as the owner of the Partnership interest for the entire month. The General Partner is authorized to alter this accounting convention to conform with any regulation or administrative rulings issued by the Treasury Department or the Service. Except as may be required by Section 9.02 below, in connection with winding up the Partnership, a deficit may be carried in the capital account of the General Partner without the General Partner being required to make a contribution to the capital of the Partnership.

#### **5.02 Capital Accounts.**

(a) General. A separate capital account ("Capital Account") shall be established and maintained for each Partner on the books and records of the Partnership. Capital Accounts shall be maintained in accordance with Regulation Section 1.704-1(b) and any inconsistency between the provisions of this Agreement, and the Regulations shall be resolved in favor of the Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the capital accounts, or any debits or credits thereto, are computed in order to comply with such regulations, the General Partner may make such modification, provided that it is not likely to have a material effect on the amounts distributable to Limited Partners pursuant to Article IX upon the dissolution of the Partnership. The General Partner shall also make appropriate modifications in the event unanticipated



events might otherwise cause this Agreement not to comply with Treasury Regulation Section 1.704-1(b).

(b) Increases to Capital Accounts. Each Partner's Capital Account shall be credited with and increased by the amount of money contributed by him to the Partnership, and allocations to him of Partnership income and gain (or items thereof), and as otherwise required by Treasury Regulations promulgated under Section 704(b) of the Code.

(c) Decreases to Capital Accounts. Each Partner's Capital Account shall be debited with and decreased by the amount of money distributed to him by the Partnership, the fair market value of property distributed to him by the Partnership (net of liabilities securing such distributed property that he is considered to assume or take subject to under Code Section 752), allocations to him of Partnership loss and deduction, and as otherwise required by the Treasury Regulations promulgated under Section 704(b) of the Code.

(d) Transfers. Except as otherwise specifically provided in this Agreement, a Partner's Capital Account shall be determined after giving effect to all allocations of items of income, gain, loss and deduction for transactions effected prior to the time as of which such determination is made, and to all distributions theretofore made for such year. Any transferee of a Partnership interest shall have the same Capital Account as the Capital Account of the transferor immediately preceding such transfer.

5.03 Allocations of Income and Losses. Income and losses from all sources and all items thereof shall be allocated pro rata based on the Percentage Interests of the Partners.

5.04 Distributions. Partnership distributions shall be made pro rata based on the Percentage Interests of the Partners.

## **ARTICLE VI**

### **The General Partner**

6.01 The General Partner: The General Partner shall have the exclusive right and power to manage and operate the Partnership and to do all things necessary to carry on the business of the Partnership for the purposes described in Section 3.02. The General Partner shall devote so much of its time to the business of the Partnership as in its judgment the conduct of the Partnership's business shall reasonably require and shall not be obligated to do

or perform any act or thing in connection with the business of the Partnership not expressly set forth herein. The General Partner is liable for all obligations of the Partnership, except to the extent that the Partnership obtains financing where the lender has recourse only against the property which secures such financing or other property of the Partnership. The General Partner may engage in business ventures of any nature and description independently or with others and neither Partnership nor its Limited Partners shall have any rights in and to such independent ventures or the income or profits derived therefrom. Nothing contained herein shall relieve the General Partner of any fiduciary responsibilities to the Partnership or the Partners.

6.02 Authority of the General Partner: The General Partner is specifically authorized and empowered, on behalf of the Partnership, without any further consent of the Limited Partners, to do any act or execute any document or enter into any contract or any agreement of any nature necessary or desirable, in the opinion of the General Partner, in pursuance of the purposes of the Partnership. Without limiting the generality of the foregoing, in addition to any and all other powers conferred upon the General Partner pursuant to this Agreement and the Partnership Act, and except as otherwise prohibited by law or hereunder, the General Partner shall have the power and authority to:

(a) Enter into contracts, leases, assignments and agreements including employment agreements, on behalf of the Partnership in pursuance of the purposes of the Partnership;

(b) Compromise, submit to arbitration, sue or defend any and all claims in favor of or against the Partnership;

(c) Subject to the provisions of this Agreement, make or revoke any election permitted the Partnership by any taxing authority;

(d) Perform any and all acts it deems necessary or appropriate for the protection and preservation of the Partnership assets;

(e) Maintain at the expense of the Partnership such insurance coverage for public liability, fire and casualty, and any and all other insurance necessary or appropriate to the business of the Partnership in such amounts and of such types as they shall determine from time to time;

(f) To borrow money from and assume indebtedness to banks, other lending institutions or other sources, including

the General Partner and its Affiliates, and in connection therewith to mortgage, pledge or create other security interests on any or all of the property of the Partnership and income therefrom and to secure or provide for the repayment of such borrowings, and to determine the amounts of borrowings, and all terms and conditions, in its sole discretion;

(g) To lease or sell any assets of the Partnership for any Partnership purpose; provided that the sale of all or substantially all of the assets of the Partnership shall be subject to the approval of the Limited Partners;

(h) Enter into agreements to hire services of any kind or nature; and

(i) Perform any and all acts, and execute any and all documents it deems necessary or appropriate to carry out the purposes of the Partnership.

6.03 Indemnification: The General Partner shall not be required to devote all of its time or business efforts to the affairs of the Partnership, but shall devote so much of its time and attention to the Partnership as is reasonably necessary and advisable to manage the affairs of the Partnership to the best advantage of the Partnership. The General Partner shall not have any liability for the repayment of capital contributions of the Limited Partners. In addition, the doing of any act or the omission to do any act by the General Partner, the effect of which may cause or result in loss or damage to the Partnership, if done in good faith and in accordance with sound business practices and otherwise in accordance with the terms of the Partnership Agreement, shall not subject the General Partner to any liability. The Partnership hereby indemnifies and holds the General Partner, and its officers, members, managers, consultants, contractors, representatives and agents, harmless from any claim, loss, expense, liability, action or damage resulting from any such act or omission, including, without limitation, reasonable costs and expenses of litigation and appeal (including reasonable fees or any expenses of attorneys engaged in defense of such act or omission); provided, however that, the General Partner, and its officers, members, managers, consultants, contractors, representatives and agents shall not be entitled to be indemnified, held harmless, exculpated or exonerated with respect to matters due to, or arising from intentional or criminal wrongdoing, fraud, or bad faith. Notwithstanding the foregoing, such limitation of liability or indemnification shall not affect any rights granted to the Limited Partners by any applicable laws.

6.04 Fees and Expenses: The General Partner will not be paid a fee in connection with its services to the Partnership unless approved by the Limited Partners. The General Partner will be reimbursed for all reasonable out-of-pocket expenses incurred by it or its affiliates on behalf of the Partnership.

6.05 Assignment of Interest; Withdrawal: The General Partner shall not have the right to sell, transfer or assign its interest in the Partnership, or any part thereof or otherwise to withdraw or retire as general partner of the Partnership without the written consent of the Limited Partners upon sixty (60) days prior written notice. Notwithstanding the foregoing, the General Partner shall without any further consent have the right to collaterally assign or pledge its rights to receive distributions of Partnership profits and its Partnership interest to a bank or other financial institution.

## **ARTICLE VII**

### Limited Partners

7.01 Management: The Limited Partners shall not take part in the management of the business of the Partnership or transact any business in the name of the Partnership. In addition, the Limited Partners shall have no power to sign or bind the Partnership to any agreement or document. The Limited Partners shall have the right to vote only with respect to those matters specifically provided for in these Articles.

#### 7.02 Assignment of Interests:

(a) Subject to any restrictions on transferability required by law or contained in this Agreement, the Limited Partners shall have the right to assign its interest in the Partnership by a written instrument of assignment of the Partnership interest, the terms of which are not in contravention of any of the provisions of this Agreement, which instrument shall be duly executed by the assignor of such Partnership interest and provided that the transferee is reasonably acceptable to the General Partner. The Limited Partners shall notify the General Partner of any assignment of a beneficial interest in its Partnership interest which occurs without a transfer of record ownership.

(b) No assignment, sale, transfer, exchange or other disposition of any Partnership interest may be made except in compliance with the then applicable rules of any other applicable governmental authority.

(c) Any assignment, sale, exchange or other transfer of a Partnership interest in contravention of any of the provisions herein contained shall be void and ineffectual, and shall not bind or be recognized by the Partnership.

(d) Notwithstanding the above, the Limited Partners may collaterally assign its interest in the Partnership to a bank or other financial institution.

7.03 Substituted Limited Partner: No assignee shall have the right to become a substituted Limited Partner in place of its assignor, except as otherwise provided herein, unless all of the following conditions are first satisfied:

(a) A duly executed and acknowledged written instrument of assignment shall have been filed with the Partnership, which instrument shall specify the Partnership interest being assigned and set forth the intention of the assignor that the assignee succeed to the assignor's interest as a substituted limited partner in its place; and

(b) The assignor and assignee shall have executed and acknowledged such other instruments as the General Partner may deem necessary or desirable to effect such substitution, including the written acceptance and adoption by the assignee of the provisions of this Agreement.

7.04 Removal and Withdrawal of a General Partner:

(a) The General Partner may not be removed, unless otherwise provided by law.

(b) Any successor general partner may be removed only upon the terms and conditions provided in this Section.

(c) In the event that a General Partner desires to withdraw from the Partnership for whatever reason, it may do so only upon sixty (60) days prior written notice provided that it receives the consent of a majority interest of the Limited Partners and a successor general partner must be first elected by the Limited Partner.

(d) Immediately after the removal or withdrawal of a General Partner, the remaining General Partner or a successor General Partner shall prepare, execute, file for recordation, and cause to be published, an amended certificate of limited partnership in accordance with the Partnership Act.

(e) In the event of a removal or withdrawal of a General Partner, it or he shall have no further obligations or liabilities to the Partnership or the Limited Partners.

#### **ARTICLE VIII** **Committee**

**8.01 Advisory Committee.** To the extent permitted by law, the General Partner may form advisory councils or committees to advise it. The advisory councils or committees will generally be composed of at least one representative of the Limited Partners and one representative of the General Partner for their experience and expertise in the matters for which the council or committee has been established. The General Partner shall notify the Limited Partners within a reasonable period of time following the formation of any advisory committees pursuant to this Section.

#### **ARTICLE IX** **Fiscal Year, Books and Records, Financial** **Statements, Bank Accounts and Tax Elections**

**9.01 Fiscal Year:** The Partnership, for accounting and income tax purposes, shall operate on a fiscal year, which shall be each twelve month period from January 1<sup>st</sup> to December 31<sup>st</sup>.

#### **9.02 Books and Records; Capital Accounts:**

(a) The Partnership's books and records shall be maintained at the principal office of the Partnership and the Limited Partners shall have access thereto during normal business hours and at all reasonable times agreed to by the General Partner.

(b) The Partnership shall establish and maintain on its books and records for each Partner a capital account which shall be credited with the amount of its Capital Contribution, when made, shall be credited or charged, as the case may be, with its share of Partnership profit or loss, and shall be charged with the amounts of any distribution to him pursuant to Article V or Section 9.02. The parties hereto agree that in the event there should from time to time be a negative balance in the capital account of one or more Partners, such negative balance shall not be deemed an asset of the Partnership or of any other Partner and no other Partner shall have any

liability either to the Partnership or to any other Partner with respect thereto.

9.03 Bank Accounts: All funds of the Partnership shall be deposited in such separate bank account or accounts as shall be determined by the General Partner. All withdrawals therefrom shall be made upon checks signed by the President of the General Partner or any person authorized to do so by the General Partner.

9.04 Federal Income Tax Elections:

(a) All elections required or permitted to be made by the Partnership under the Code shall be made by the General Partner at its discretion.

(b) In the event of the transfer of an interest in the Partnership by sale or exchange, or on the death of a Partner, the transferee of such Partnership interest may request in writing that the Partnership make an election, pursuant to Code Section 754, to adjust the basis of the Partnership property. The General Partner shall determine, in its sole discretion, whether or not the Partnership shall make such election. In no event shall a transferee have any right to require the Partnership to make an election pursuant to Code Section 754.

(c) The General Partner shall be the Tax Matters Partner for all purposes under Code Sections 6221 through 6232.

**ARTICLE X**

Dissolution - Termination and Distribution

10.01 Dissolution:

(a) The bankruptcy of a Limited Partner shall not dissolve the Partnership. The successor to the rights of such Limited Partner shall have all the rights of a Limited Partner, provided, however, that no successor shall become a substituted limited partner except in accordance with Article VII hereof. Neither the admission nor substitution of a Limited Partner shall result in dissolution of the Partnership.

(b) The Partnership shall be dissolved upon the earliest to occur of: (i) subject to the provisions of Subsection (c) below, the removal or withdrawal of the General Partner, (ii) the dissolution, liquidation or bankruptcy of the last

remaining general partner; (iii) the forfeiture or abandonment of all or substantially all of the Partnership's assets; (iv) thirty years after the date hereof; (v) the written decision of the General Partner; or (vi) any event causing dissolution of the Partnership under the Partnership Act.

(c) Upon the occurrence of any event described in Subsection (b) (I) or (b) (ii) above, the Limited Partners may elect to continue the Partnership by appointing a successor general partner within sixty days after the occurrence of such event.

#### 10.02 Winding up the Partnership:

(a) Upon the dissolution of the Partnership, the assets or proceeds of sale of the assets of the Partnership shall be distributed as follows:

(i) all of the Partnership's debts and liabilities shall be paid and discharged;

(ii) distributions shall be made in accordance with the positive Capital Account balances of the Partners consistent with Article V herein; and

(iii) the remaining assets, proceeds of sale or income of the Partnership generated thereafter shall be distributed to the Partners in accordance with Article V.

(b) In determining the Capital Accounts of the Partners for this purpose, any distribution in kind shall be considered a sale of the property distributed so that any unrealized gain or loss with respect to such property shall be deemed to have been realized and allocated among the Partners in accordance with Article V.

(c) Upon dissolution, the Limited Partners shall look solely to the assets of the Partnership for the return of its cash investment, and if the Partnership's property remaining after the payment or discharge of the debts and liabilities of the Partnership is insufficient to return the cash investments of the Limited Partners, the Limited Partners shall have no recourse against the General Partner. Notwithstanding the foregoing, in the winding up of the affairs of the Partnership and the distribution of its assets shall be conducted exclusively by the General Partner, who is hereby authorized to do any and all acts and things authorized by law for these purposes. However, if the Partnership is dissolved for any



reason set forth in Section 9.01(b) (ii), the Limited Partners shall designate a party to act as a liquidating trustee.

**ARTICLE XI**  
**Miscellaneous Provisions**

11.01 Notices: Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an officer of the party to whom the same is directed or sent by registered or certified mail, postage and charges prepaid, addressed as follows: If to the General Partner, to 232 Madison Avenue Suite 405, New York, New York 10016, or such other address as the General Partner may subsequently provide to the Limited Partners in writing; if to the Limited Partners, to 232 Madison Avenue Suite 405, New York, New York 10016.

Unless otherwise expressly set forth in this Agreement to the contrary, any such notice shall be deemed to be given on the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

11.02 Paragraph Headings: The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

11.03 Severability: Every portion of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid by any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

11.04 Sole Agreement: This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly approved and executed by the General Partner and the Limited Partners as provided in Section 11.08 of this Agreement.

11.05 Applicable Law: This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Delaware.

11.06 Execution in Counterparts: This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.07 Waiver of Action for Partition: Each of the parties irrevocably waives during the term of the Partnership any right that he or it may have to maintain any action for partition with respect to the property of the Partnership.

11.08 Amendments:

(a) Unless otherwise specifically herein provided, this Agreement shall not be amended without the consent of the General Partner and Limited Partners holding a majority of percentage interests.

(b) The General Partner may without notice to, or consent of the Limited Partners, amend any provision of these Articles, or consent to and execute any amendment to these Articles, to reflect:

(i) A change in the name or location of the principal place of business of the Partnership or the General Partner;

(ii) A reduction in, return of, or withdrawal of, all or a portion of any Limited Partner's Capital Contribution;

(iii) A correction of any typographical error or omission;

(iv) A change which is necessary in order to qualify the Partnership as a limited partnership under the laws of any other state or which is necessary or advisable in the opinion of the General Partner to ensure that the Partnership will not be treated as an association taxable as a corporation for federal income tax purposes; providing, however, that no material substantive right of a Limited Partner is changed; or

(v) Any other amendment similar to the foregoing.

11.09 Partnership Act: Notwithstanding anything to the contrary herein contained, the Limited Partners shall have the rights granted to it under the Partnership Act.

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

**GENERAL PARTNER:**

Good Offices Technology Partners LLC



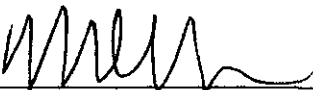
By: Maximilian Hoover, Manager

**LIMITED PARTNERS:**

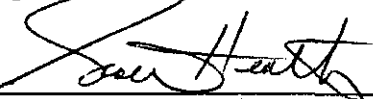
Good Offices Technology Partners LLC



By: Maximilian Hoover, Manager



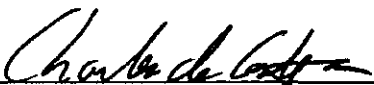
By: Maximilian Hoover



By: Scott Heath



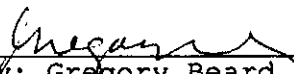
By: Javier Barrios



By: Charles DeCasteja



By: Carlos Madrazo



By: Gregory Beard

Good Energy, LLC and Good Energy II, LLC hereby acknowledge their withdrawal as the Original General Partner and the Original Limited Partner respectively:


**Good Energy, LLC**

a New York Limited Liability Company

By:   
Name: Maximilian Hoover, Manager

**Good Energy II, LLC**

a Delaware Limited Liability Company

By:   
Name: Maximilian Hoover, Manager

**Exhibit A-18 “Secretary of State”**

**Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

Please see attached documents labeled Exhibit A-18

UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

*I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show GOOD ENERGY CONSULTING SERVICES, L.P. (GOOD ENERGY L.P.), a Delaware Limited Partnership, Registration Number 1904646, filed on January 4, 2010, is currently in FULL FORCE AND EFFECT upon the records of this office.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 28th day of January, A.D. 2015.*

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State

Validation Number: 201502800527

## **Exhibit B-1 “Jurisdictions of Operations”**

**Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

California

Connecticut

Illinois

Maine

Maryland

Massachusetts

New Hampshire

New Jersey

New York

Ohio

Pennsylvania

Rhode Island

Texas

## **Exhibit B-2 “Experience & Plans”**

### **Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

Good Energy has long experience working with commercial, industrial and municipal clients to achieve energy cost savings goals through procurement and demand side management. Whether the goals are budget certainty, long-term purchasing, flexibility, demand reduction, we create solutions to fit these objectives. Good Energy has shepherded many clients through the evolution of energy products with special consideration to levels of risk tolerance. We develop graphs and charts profiling current and historic energy consumption prior to any meeting with a client and point out any anomalies outside of any usual seasonal changes. If during the term of our management we perceive any out-of-the-ordinary usage patterns we immediately notify the client.

By generating competition between qualified retail electricity providers, ensuring a level playing field, keeping a careful watch on wholesale energy prices and effectively finding and comparing the available rates and contracts, Good Energy can help Customers choose the retail energy provider or a wholesale market entry strategy and product structure most advantageous to customers. We offer an energy assessment designed to keep things simple. This assessment includes a detailed history of customers' existing energy consumption, a complete summary of the competitive supply offers and the necessary information needed to make an informed decision, including information about the capabilities of the qualified energy providers, current market conditions, historical trends, and more.

Upon election to switch providers, we will work with customers from start to finish, and ensure that the experience is a positive one for customers, although the process by no means ends with the consummation of the commodity contract. Good Energy will continue to monitor the monthly bills to ensure accuracy, and we monitor the wholesale market to identify opportunities to issue new and improved RFPs for contract renewal or extension.

We think it is critical to view energy procurement in a different way than other types of procurement, because taking advantage of major market movements in wholesale energy supply can mean very significant savings for customers. For example, while it might be good practice to issue an annual RFP at the same time each year for employee health insurance, this would not be a good idea when procuring energy due to the fact that the market will dictate the best times to issue RFPs.

Properly armed with the buying tools provided by Good Energy, the financial risk associated with commodity procurement will be mitigated. For example, if the market is unseasonably high, but still yielding a price advantage over the standard offer, we might recommend a product consisting of a three month block of energy to fix the near-term price, while floating the last nine months of the contract price, with the expectation that the market might soften between now and three months from now, permitting the later procurement of an additional block to fix the price for the latter part of the contract.



Good Energy can model scenarios for customers to assist in the evaluation of these complex product structures, which can have the effect of minimizing risk and price at the end of the final analysis. While we fully understand that many customers only want firm-fixed pricing, we want to demonstrate to them the myriad alternatives.

Good Energy currently buys energy products for many clients, nationally, with our strategy based on budgetary certainty. Our plans usually include a ratio of fixed and floating strategies in order to maintain maximum flexibility. Good Energy takes an active approach when it comes to hedging. Our proprietary database-driven energy management system, "goodenergy.net", constantly notifies our staff as to changes in market conditions, which may influence strategies currently in place. Energy cost hedging is an everyday process at Good Energy.

### **Exhibit B-3 “Summary of Experience”**

#### **Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

Good Energy is currently the retained energy consultant to the Middlesex Regional Educational Services Commission (“MRESC”) in New Jersey, a public agency that provides shared service opportunities to its public sector membership. The MRESC is the largest public sector purchasing cooperative in New Jersey and the second largest energy purchasing consortium within the State. Good Energy has successfully aggregated over 200 + public sector entities that include several Cities and Townships, 45 Boards of Education made up of 200 schools, multiple sewer districts and three counties. The MRESC Cooperative has prosperously initiated millions of dollars in savings for the State and the local governmental bodies. The estimated load of the MRESC cooperative is in excess of 375 million kWh annually with over 4,000 actual accounts included and close to a BCF of Natural Gas.

Good Energy was engaged by the MRESC to assist in developing an energy aggregation program that included bidding and procurement management services. This program took considerable time to develop in evaluating the New Jersey energy markets in order to provide cost savings to its participants.

Good Energy is proud to claim that as a result of implementing this program, the aggregation is saving money and out-performing all other public sector aggregations in New Jersey with over \$17 million in savings.

When the program began, default (or tariff) rates were still the best low-priced option if a customer decided a fully fixed product was the only option available. Based on historical index markets, both day-ahead and real-time, Good Energy developed purchasing strategies that took full advantage of market conditions while providing budget certainty and security to the aggregation members. The strategy Good Energy recommended and that was subsequently embraced by our public clients was to purchase the energy in bulk, with a certain percentage of the aggregated load fixed and the remainder on the index markets. Potentially under correct market conditions this “pooling concept” has other benefits which include the ability to drop and add accounts, add new members, and facilitate on-going purchasing to best manage the group’s energy costs. The flexibility of this managed approach allows members to participate in the settlement of the index markets with upside protection through hedging. Lastly, our members have found it politically expedient to have the option to invite new members post initial purchasing.

News of this success has spread and Good Energy is receiving serious interest from nearly 800 million kWh of new additional annual loads. Good Energy’s level of customer service dedicated to the aggregation is a top daily commitment from our analysts. The program is innovative and shows how well Good Energy understands the energy industry and the US deregulated electricity markets. Good Energy’s service to the MRESC continues with an aggregated demand response bid that resulted in maximum dollars for eligible members.

As stated earlier, Good Energy is the largest and most successful municipal and public sector aggregation consultant in the country, having successfully executed over 400 municipal and public sector aggregation bids (all of which 100% subsequently renewed) for more than 550,000 residential households representing close to two million people for a combined procurement of over twelve billion kWh of electricity with combined savings in excess of \$200 million through 2014. Good Energy clients have obtained the lowest pricing compared to any of our competitors through our municipal and public sector aggregation programs. Good Energy brings the sophisticated and innovated methodologies and practices from across the country and combines these with considerable local experience and expertise.

Good Energy has relationships with approximately 65 national energy wholesalers and suppliers and their senior executives. The strength and depth of these relationships is critical to the administration of the RFP process and obtaining the best energy prices for our clients. The advantages of municipal and public sector, as opposed to remaining with the local utility, reside in the flexibility to run highly competitive bids at strategically determined times in the market with appropriately qualified suppliers seeking for high volume energy loads. The management of this RFP/ RFQ process is as much an art as a science; matching the needs of the municipalities and public sector clients and its members with the financial and procedural realities of the suppliers all within the context of the regulatory realities of the market.

Good Energy has been in existence and active in a variety of different levels of the energy industry since before electricity deregulation came into being in the U.S. This includes procurement for electricity, natural gas, heating oil, renewable power, lighting management, demand response, energy curtailment, power factor correction and engineering studies. As a result, Good Energy brings an enormous amount of experience from all areas of the energy industry, adding to the insights that guide our decision-making processes.

Good Energy has the most sophisticated public education and media team of any aggregation consultant. We are experts in community outreach and education campaigns, perfected over time through hard earned experience in other states. For example In the Midwest, where a referendum is required for the passage of municipal and public sector aggregation, we had to run an all-encompassing outreach campaigns through all media platforms while also making personal presentations to every type of grassroots organizations from religious groups to senior citizens. We are proud to say we were involved with over 150 successful referenda.

As a Green-e certified Renewable Energy Certificate (REC) marketer, Good Energy has helped 62 communities, encompassing almost 390,000 households and totaling approximately 3.3 billion kWh annually, offset the negative environmental characteristics of their energy usage by including fuel-free Green-e certified RECs into their municipal and public sector aggregation programs.

#### **Exhibit B-4 “Disclosure of Liabilities and Investigations”**

**Good Energy Consulting Services, LP. (Good Energy, LP)** does not have any existing, pending or past due rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant’s financial or operational status or ability to provide the services it is seeking to provide.

### **Exhibit C-1 “Annual Reports”**

This is not applicable to **Good Energy Consulting Services, LP. (Good Energy, LP)**. It is a privately held company.

## **Exhibit C-2 “SEC Filings”**

This is not applicable to **Good Energy Consulting Services, LP. (Good Energy, LP)**. It is a privately held company.

### **Exhibit C-3 “Financial Statements”**

**Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

CONFIDENTIAL INFORMATION: See attached officer certified financial statements.

This requires Good Energy to disclose confidential and privileged information not otherwise available to the public. See attached supporting documentation in a motion of protective order.

## **Exhibit C-4 “Financial Arrangements”**

**Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

This is not applicable as Good Energy is not a CRNGS and will not/does not conduct business activity as a CRNGS provider.



## **Exhibit C-5 “Forecasted Financial Statements”**

**Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

CONFIDENTIAL INFORMATION: See attached forecasted financial statements.

This requires Good Energy to disclose confidential and privileged information not otherwise available to the public. See attached supporting documentation in a motion of protective order.

## **Exhibit C-6 “Credit Rating”**

**Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

See attached Dun & Bradstreet Credit eValuator Plus Report.

**Exhibit C-7 “Credit Report”**

**Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

See attached Dun & Bradstreet Credit eValuator Plus Report.

# GOOD ENERGY LP

DUNS: 96-577-8470

## Dashboard

### Company Info

**Address:**

232 Madison Ave Ste 405  
New York, NY 10016

**Phone:**

(212) 792-0222

**DBA's:**

**Mailing Address:**

**Fax:**

**URL:**

**Location Type:**  
Headquarter

### Scores

PAYDEX®	Delinquency Predictor		Financial Stress		Credit Limit Rec.	DandB Rating
Score	Score	Class	Score	Class	Recommendation	Rating
80 ▲	551 ▲	2	1525 ▲	2	\$30K	1R2

### Payments Summary

**Current PAYDEX®:** 80 Equal to generally within terms  
**Industry Median:** 77 Equal to 5 DAYS BEYOND terms  
**Payment Trend:** ↔ Unchanged, compared to payments three months ago

**Total payment Experiences in D&Bs File (HQ):** 9  
**Payments Within Terms (not dollar weighted):** 100%  
**Average Highest Credit:** 1,431  
**Largest High Credit:** 10,000  
**Highest Now Owing:** 10,000  
**Highest Past Due:** 2,500

## Scores

### PAYDEX®

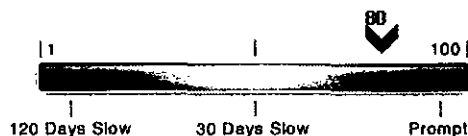
80



3 Month PAYDEX®

80

ON TERMS



### Understanding My Score

**Payment History**

**Total (Last 12 Months):** 9

Date ▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo. )
02/2016	Ppt	\$2,500	\$2,500	\$0	Lease Agreeemnt	1 mo
02/2016	Ppt	\$1,000	\$0	\$0	N30	6-12 mos
02/2016	Ppt	\$50	\$50	\$0		1 mo
02/2016	Ppt	\$50	\$50	\$0		1 mo
01/2016	Ppt	\$250	--	--		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		

#### Trending & Industry Comparison

No Data Available

- This Company (80)
- Industry Median: (77)

#### Industry Quartiles

Upper	67	67	67	66	67	67	67	67	--	--	--	--
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Based on payments collected over the last 4 quarters.

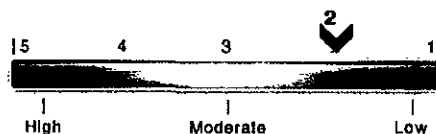
- Current PAYDEX® for this business is 80 , or equal to ON TERMS
- The 12-month high is 0 , or equal to terms.
- The 12-month low is 0 , or equal to terms.
- The present industry median score is 77 , or equal to 5 days beyond terms.
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

#### Delinquency Predictor Score

Score

Class

Percentile

**551 ▲****2****81%**

Moderate risk of severe payment  
delinquency over next 12 months

## Understanding My Score

### Incidence of Delinquent Payment:

Among Companies with this Classification: **2.50%**

Average compared to business in D&B's database: **10.20%**

# of Trade experiences exist for this company: **9**

### Factors Affecting Your Score:

Higher risk industry based on delinquency rates for this industry

Recent high balance past due

Variable Paydex over last 12 months

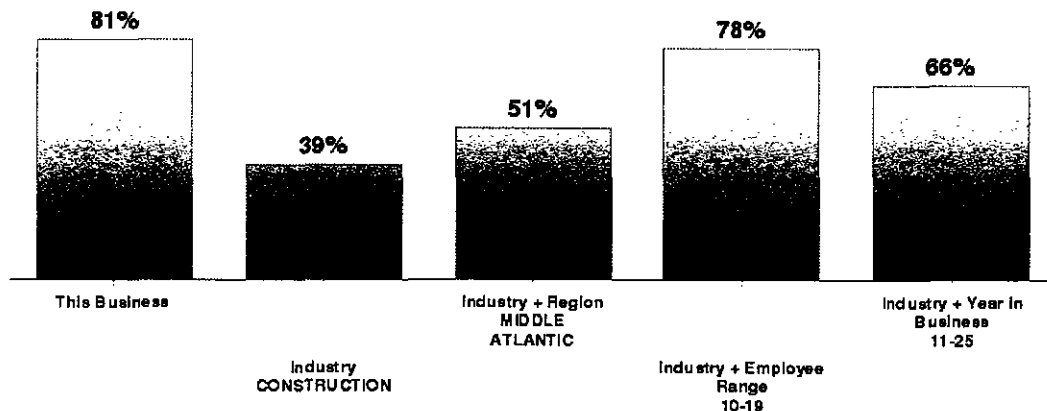
### Notes:

- The Delinquency Predictor Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The probability of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average probability of delinquency is based on businesses in D&B's database and is provided for comparative purposes.
- The Delinquency Predictor Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Delinquency Predictor Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

### Key

Score	Class	Percentile	Incidence of Delinquency
482 - 670	1	91 - 100	6.0%
451 - 481	2	71-90	10.6%
404-450	3	31-70	18.4%
351-403	4	11-30	31.5%
1-350	5	1-10	70.0%

### Trends - Scores, 12 Month



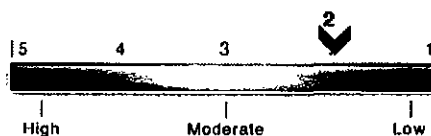
This business has a Credit Score Percentile that shows:

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

## Financial Stress Score

Score **1525 ▲** Class **2** Nat'l % **77%**

Moderate 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: **0.09%**

Average compared to business in D&Bs database: **0.48%**

# of Trade experiences exist for this company: **9**

### Factors Affecting This Company's Score:

Unstable Paydex over last 12 months.

- 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	0.03%
1510-1569	2	69-94	0.09%
1450-1509	3	34-68	0.24%
1340-1449	4	2-33	0.84%
1001-1339	5	1	4.70%

#### Trends - Scores, 12 Month

No data is available on this company to build a Financial Stress Percentile Trend Chart.

- **My Company (1,525)**

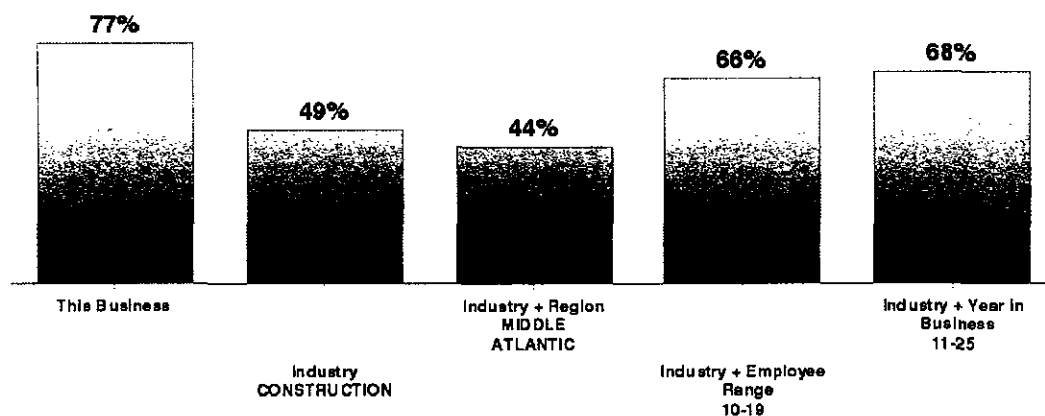
#### Trends - Percentile, 12 Month



No data is available on this company to build a Financial Stress Percentile Trend Chart.

- My Company (77%)

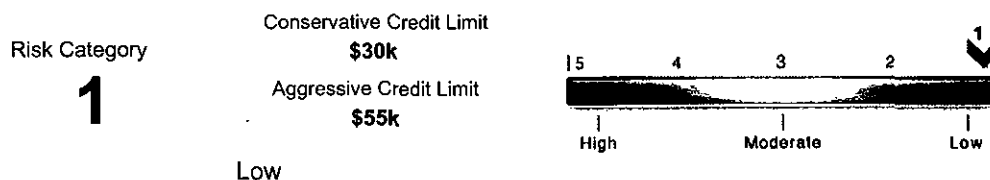
#### Industry - Comparison



This Business has a Financial Stress Percentile that shows:

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

#### Credit Limit Recommendation



#### 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  
**1R2**

Number of employees: **1R** indicates 10 or more employees  
Composite Credit Appraisal: **2** is good

D&B Rating	Date Applied
1R2	2011-12-09
--	2010-12-03

## Understanding My Score

### Factors Affecting Your Score

# of Employees Total: **16 (10 here)**

Payment Activity (based on 9 experiences):

Average High Credit: **\$1,431**

Highest Credit: **\$10,000**

Total Highest Credit: **\$21,450**

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

## Payments

### Timeliness of Historical Payments

**Current** 80 Equal to ON TERMS  
**PAYDEX®:**  
**Industry Median:** 77 Equal to 5 DAYS BEYOND terms  
**Payment Trend:** ↔ Unchanged, compared to payments three months ago

**Total payment Experiences in D&Bs File (HQ):** 9  
**Total payment Experiences during the last 3 months:** 5  
**Payments Within Terms (not dollar weighted):** 100  
**Total Placed For Collection:** NA  
**Average Highest Credit:** 1,431  
**Largest High Credit:** 10,000  
**Highest Now Owing:** 10,000  
**Highest Past Due:** 2,500

### Payment Summary

**Total (Last 12 Months):** 9

	Total Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	31	Days Slow		
						30-80	81-90	90
<b>Top Industries</b>								
Telephone communictns	3	\$5,100	\$5,000	100%	0	0	0	0
Management consulting	1	\$2,500	\$2,500	100%	0	0	0	0
Misc equipment rental	1	\$2,500	\$2,500	100%	0	0	0	0
Ret stationery	1	\$1,000	\$1,000	100%	0	0	0	0
Public finance	1	\$250	\$250	100%	0	0	0	0
Trucking non-local	1	\$100	\$100	100%	0	0	0	0
<b>Other Categories</b>								
Cash experiences	0	\$0	\$0	--	--	--	--	--
Unknown	1	\$10,000	\$10,000	--	--	--	--	--
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	9	\$21,450	\$10,000	--	--	--	--	--

## Payments Beyond Terms

You have no payments beyond terms in the last 12 months.

## All Payments

Total (Last 12 Months): 9

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo. )
02/2016	Ppt	\$2,500	\$2,500	\$0	Lease Agreeemnt	1 mo
02/2016	Ppt	\$1,000	\$0	\$0	N30	6-12 mos
02/2016	Ppt	\$50	\$50	\$0	--	1 mo
02/2016	Ppt	\$50	\$50	\$0	--	1 mo
01/2016	Ppt	\$250	--	--	--	1 mo
10/2015	Ppt	\$5,000	\$0	\$0	--	1 mo
08/2015	Ppt	\$100	\$0	\$0	--	6-12 mos
05/2014	Ppt	\$2,500	\$0	\$0	--	1 mo
03/2014	(009)	\$10,000	\$10,000	\$2,500	--	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

<b>Company Name:</b>	GOOD ENERGY LP	<b>URL:</b>	NA
<b>Doing Business As:</b>	GOOD ENERGY LP	<b>Stock Symbol:</b>	NA

<b>Street Address:</b>	232 Madison Ave Ste 405 New York, NY 10016	<b>History:</b>	NA
<b>Mail Address:</b>	NA	<b>Operations:</b>	NA
<b>Phone:</b>	(212) 792-0222	<b>Present Management Control:</b>	NA
<b>Line of Business:</b>	Electrical contractor, engineering services	<b>Annual Sales:</b>	NA
		<b>Year Started:</b>	2003
		<b>Manager:</b>	DEAN PRENTICE, CFO
		<b>Gross Revenue:</b>	NA
		<b>Financial Condition:</b>	NA

## History

The following information was reported: **11/06/2012**

### Officer(s):

DEAN PRENTICE, CFO

The New York Secretary of State's business registrations file showed that Good Energy LP was registered as a limited partnership on July 14, 2003.

Ownership information provided verbally by Dean Prentice, CFO, on Aug 31 2011.

Business started 2003.

DEAN PRENTICE. Antecedents not available.

## Business Registration

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

## Operations

11/06/2012

### Description:

Operates as a contractor of electrical work, specializing in energy management controls and provider of engineering services, specializing in energy conservation.

**Employees:** 16 which includes partners. 10 employed here.

**Facilities:** Occupies premises in a building.

**Branches:** This business has multiple branches, detailed branch/division information is available in Dun & Bradstreets linkage or family tree products.

## SIC & NAICS

### SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations than if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

1731 0202 Energy management controls

8711 9906 Energy conservation engineering

### NAICS:

238210 Electrical Contractors and Other Wiring Installation Contractors

541330 Engineering Services

## 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	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	4	01/13/16

**Evidence of bankruptcy, fraud, or criminal proceedings in the history of business or its management:**

No

**Noteworthy special events in the company's file:**

**11/06/2012: HURRICANE SANDY 2012:**

This business is located in a FEMA designated disaster zone impacted by the effects of Hurricane Sandy. It is reported that millions of people and businesses along the East Coast experienced power outages up to 10 days. The extent of impact to this business is currently unknown, additional information may be provided as it becomes available.

**Value of Open suits, liens and judgments for the company:**

Suits	0
Liens	0
Judgments	NA

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.

## Liens

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

## Suits

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

## UCC Filings

**Collateral:** All Assets  
**Type:** Original  
**Sec.Party:** M&T BANK, BUFFALO, NY  
**Debtor:** GOOD ENERGY L.P.  
**Filing No.:** 2015 2371663  
**Filed With:** SECRETARY OF STATE/UCC DIVISION, DOVER, DE  
**Date Filed:** 06/03/15  
**Latest Info Received:** 07/13/15

**Collateral:** All Inventory and proceeds - All Account(s) and proceeds - All General intangibles(s) and proceeds - All Equipment and proceeds - All Chattel paper and proceeds  
**Type:** Original  
**Sec.Party:** JPMORGAN CHASE BANK, NA COLLATERAL MGMT SMALL BUSINESS, LOUISVILLE, KY  
**Debtor:** GOOD ENERGY L.P.

**Filing No.:** 2012 1955469  
**Filed With:** SECRETARY OF STATE/UCC DIVISION, DOVER, DE  
**Date Filed:** 05/21/12  
**Latest Info Received:** 06/14/12

**Collateral:** Leased Equipment and proceeds - Leased Fixtures and proceeds  
**Type:** Original  
**Sec.Party:** STEELCASE FINANCIAL SERVICES INC., GRAND RAPIDS, MI  
**Debtor:** GOOD ENERGY, L.P.  
**Filing No.:** 2011 1547143  
**Filed With:** SECRETARY OF STATE/UCC DIVISION, DOVER, DE  
**Date Filed:** 04/26/11  
**Latest Info Received:** 05/18/11

**Collateral:** NA  
**Type:** Continuation  
**Sec.Party:** STEELCASE FINANCIAL SERVICES INC., GRAND RAPIDS, MI  
**Debtor:** GOOD ENERGY, L.P.  
**Filing No.:** 20160247914  
**Filed With:** SECRETARY OF STATE/UCC DIVISION, DOVER, DE  
**Date Filed:** 01/13/16  
**Latest Info Received:** 03/04/16

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

## Government Activity

### ACTIVITY Summary

**Borrower (Dir/Guar):** NO  
**Administrative Debt:** NO  
**Contractor:** NO  
**Grantee:** NO

#### Party excluded

**from federal program(s):** NO

Possible Candidate:

**Labor Surplus Area:** N/A  
**Small Business:** YES (2016)  
**8(A) Firm:** N/A

The public record items contained herein may have been paid, terminated, vacated, or released prior to today's date

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

## Financials

### Key Business Ratios from D&B

### **Exhibit C-8 “Bankruptcy Information”**

**Good Energy Consulting Services, LP. (Good Energy, LP)** has never sought protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.

### **Exhibit C-9 “Merger Information”**

This is not applicable to **Good Energy Consulting Services, LP. (Good Energy, LP)**



## **Exhibit D-1 “Operations”**

**Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

### **ENERGY PROCUREMENT: OUR PHILOSOPHY**

Good Energy has long experience working with commercial and industrial (C&I) clients to achieve energy cost savings goals through procurement and demand side discipline. Whether the goals are budget certainty, long-term purchasing, flexibility, demand reduction, we create solutions to fit these objectives. Good Energy has shepherded many clients through the evolution of energy products with special consideration to levels of risk tolerance. We develop graphs and charts profiling current and historic energy consumption prior to any meeting with a client and point out any anomalies outside of any usual seasonal changes. If during the term of our management we perceive any out-of-the-ordinary usage patterns we immediately notify the client.

By generating competition between qualified retail electricity providers, ensuring a level playing field, keeping a careful watch on wholesale energy prices and effectively finding and comparing the available rates and contracts, Good Energy can help Customers choose the retail energy provider or a wholesale market entry strategy and product structure most advantageous to customers.

We offer an energy assessment designed to keep things simple. This assessment includes a detailed history of customers' existing energy consumption, a complete summary of the competitive supply offers and the necessary information needed to make an informed decision, including information about the capabilities of the qualified energy providers, current market conditions, historical trends, and more.

Upon election to switch providers, we will work with customers from start to finish, and ensure that the experience is a positive one for customers, although the process by no means ends with the consummation of the commodity contract. Good Energy will continue to monitor the monthly bills to ensure accuracy, and we monitor the wholesale market to identify opportunities to issue new and improved RFPs for contract renewal or extension.

We think it is critical to view energy procurement in a different way than other types of procurement, because taking advantage of major market movements in wholesale energy supply can mean very significant savings for customers. For example, while it might be good practice to issue an annual RFP at the same time each year for employee health insurance, this would not be a good idea when procuring energy due to the fact that the market will dictate the best times to issue RFPs.

Properly armed with the buying tools provided by Good Energy, the financial risk associated with commodity procurement will be mitigated. For example, if the market is unseasonably high, but still yielding a price advantage over the standard offer, we might recommend a product

consisting of a three month block of energy to fix the near-term price, while floating the last nine months of the contract price, with the expectation that the market might soften between now and three months from now, permitting the later procurement of an additional block to fix the price for the latter part of the contract.

Good Energy can model scenarios for customers to assist in the evaluation of these complex product structures, which can have the effect of minimizing risk and price at the end of the final analysis. While we fully understand that many customers only want firm-fixed pricing, we want to demonstrate to them the myriad alternatives.

Good Energy currently buys energy products for many clients, nationally, with our strategy based on budgetary certainty. Our plans usually include a ratio of fixed and floating strategies in order to maintain maximum flexibility. Good Energy takes an active approach when it comes to hedging. Our proprietary database-driven energy management system, "goodenergy.net" (See Exhibit A), constantly notifies our staff as to changes in market conditions, which may influence strategies currently in place. Energy cost hedging is an everyday process at Good Energy.

## Exhibit A

GoodEnergy.NET makes the energy procurement process transparent, giving H-GAC full control for better management of the aggregation, and a clear understanding of project status.

Use any Internet connection to access GoodEnergy.NET

128-bit secure encryption means H-GAC's data is safe with Good Energy.

View documents such as completed LOAs and executed electricity supply contracts, etc.

Generate documents that will make compliance with PUCT aggregator reporting requirements easy.

Search for details about any H-GAC member and see everything Good Energy has done to entice them to join the aggregation

See the current status of member sign-up

Learn how much electricity has been procured through Good Energy's efforts - anytime day or night.

Project Commencement	Today's Date	Status (Click below for a list of Members within each status)	Number of Members	ESIDs
January 1, 2005	March 5, 2005	LOA Pending	15	126
		LOA Received	5	42
		Usage Data Received	7	59
		REP bids Collected	6	50
		REP Contracts Submitted to H-GAC Member	56	469
		REP Contracts Executed	31	260

## **Exhibit D-2 “Operations Expertise”**

**Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

### **ENERGY PROCUREMENT: HOW IT WORKS**

Good Energy will obtain the key data, including Letters of Authorization, (“LOA”), for each of the accounts. LOA forms will be filled out by Good Energy, requiring only customers review and signature.

Upon receipt of the LOAs, Good Energy will immediately request historical data from the utility and verify that the data received matches the account profile, service address, etc. The electronic format of historical usage data will be uploaded to goodenergy.net. Armed with this data, Good Energy will be perfectly positioned to make intelligent recommendations with quantifiable benefits to advice customers.

We look at trends on a year over year basis and on an increasing/decreasing slope basis. Either way these consumption patterns influence our final decision regarding purchasing strategies. Each month, usage data is loaded into our goodenergy.net, our proprietary database from which detailed reports can be produced.

The consolidation of this pricing is a critical first step to negotiating with suppliers. Armed with a clear understanding of the contents of the various offers, we are best prepared to achieve customers’ desired goals.

Good Energy participates actively with energy suppliers at every level. Goodenergy.net is used to assemble historical usage data from multiple accounts in preparation for pricing requests to be sent to multiple retail electricity providers. This means that Good Energy can very quickly act on buying opportunities and RFPs.

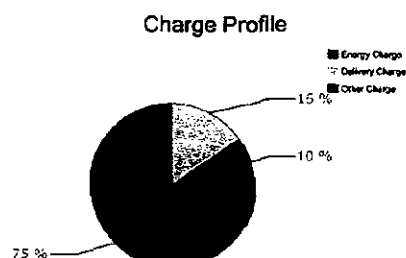
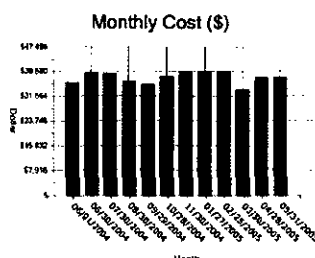
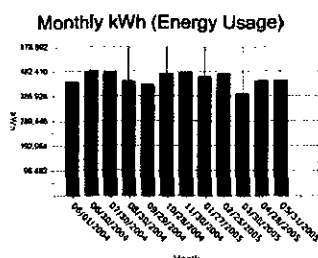
Below is a sample report showing usage trends and patterns.

## GoodEnergy

Electricity Billing and Consumption History

Scott Heath  
scott@goodenergy.com  
(866)292-2501

Start Date	End Date	Days	LF	kWh	Energy \$	Energy \$/kWh	kW	Delivery \$	Delivery \$/kWh	Late \$	Other \$	Total Bill \$	Total \$/kWh
06/01/2008	06/07/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
06/08/2008	06/14/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
06/15/2008	06/21/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
06/22/2008	06/28/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
06/29/2008	07/05/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
07/06/2008	07/12/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
07/13/2008	07/19/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
07/20/2008	07/26/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
07/27/2008	08/02/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
08/03/2008	08/09/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
08/10/2008	08/16/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
08/17/2008	08/23/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
08/24/2008	08/30/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
08/31/2008	09/06/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
09/07/2008	09/13/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
09/14/2008	09/20/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
09/21/2008	09/27/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
09/28/2008	10/04/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
10/05/2008	10/11/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
10/12/2008	10/18/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
10/19/2008	10/25/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
10/26/2008	11/01/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
11/02/2008	11/08/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
11/09/2008	11/15/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
11/16/2008	11/22/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
11/23/2008	11/29/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
11/30/2008	12/06/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
12/07/2008	12/13/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
12/14/2008	12/20/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
12/21/2008	12/27/2008	7		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
12/28/2008	12/31/2008	4		441.57	\$38.75	\$0.0877	1.2	\$38.75	\$0.0877	\$0.00	\$0.00	\$38.75	\$0.0877
Totals:				352	5,452,824	\$338,075.54	\$0.06200	\$70,324.15	\$0.01290	\$0.00	\$42,960.00	\$451,359.78	\$0.08276



Good Energy is proud to be an ENERGY STAR partner. ENERGY STAR was created to help consumers easily identify products, homes, and buildings that save energy and money, and help protect the environment. ENERGY STAR is a government-backed, trusted symbol for energy efficiency. Contact your Good Energy representative to learn more about ENERGY STAR products and services.

Good Energy: A Smarter Way to Buy Energy



Good Energy has contracts in place with over three dozen of the most reliable and responsible retail energy providers servicing customers within the United States, including Hess Corporation, Exelon Energy, Green Mountain Energy, SUEZ Energy Corporation, Integrys Energy, Con Ed Solutions, Constellation NewEnergy, Direct Energy, TransCanada Power, Sempra Energy Solutions and many more. Good Energy communicates with these retail electricity providers and other fuel oil and natural gas providers on a daily basis, and we are constantly soliciting pricing, expediting contract execution, facilitating meter readings for supplier change, handling customers' billing concerns and performing other tasks that permit us regularly to exceed our customers' and our suppliers' expectations. Good Energy's excellent business relationships with these retail energy providers and our first-class technology solutions will enable us to handle the entire energy procurement process for customers, while maintaining absolute process transparency and constant access to detailed electricity account and other information. Importantly, customers will benefit from Good Energy's economy of scale and excellent relationships with the key retail electricity providers because Good Energy will be able to extract pricing proposals from these and other retail electricity providers chosen by customers **quickly** and **accurately**.

Upon contract execution, Good Energy will upload the signed contract to goodenergy.net, and the winning retail electricity provider will be asked to confirm back to Good Energy that the contract has been accepted and hedged. Good Energy will verify that original documents are circulated between the retail electricity provider and customers, and Good Energy will follow up

with the retail electricity provider to make sure the meters are switched on a timely basis pursuant to the contract. Goodenergy.net has built-in features that will make it easy for Good Energy personnel to follow up with the retail electricity provider chosen to serve customers accounts to ensure that each account has been switched on a timely basis.

## WRITING THE RFP

### Develop and write energy (electric and natural gas) bid specifications

Good Energy has written RFPs for a large number of C&I clients nationally and several municipalities with a populations over 1,000,000 persons, with great overall success in this area. We tailor RFPs to suit a particular client's needs and will not hesitate to throw away existing stale versions, and start over from scratch. There are so many different types of bids to choose from. We tailor procurement protocols to the organizational behavior of our clients. We understand clearly the importance of organization timelines, policies and practices, and make our best recommendations on how to accommodate them into efficient procurement processes.

Good Energy's experience in contract negotiations will benefit customers because we are aware of a very broad array of contract concessions available from various retail electricity providers upon request. While the retail electricity providers never volunteer these concessions, Good Energy routinely extracts retail electricity provider contract concessions for the benefit of an end-user, including for example, **contract termination right** upon facility sale or closure, (ideally without potential economic burden of mark-to-market calculation and penalty), removal of **bandwidth** penalty, (permitting the end-user to use as much or as little power as they wish, without economic penalty), and **blend & extend** provisions, (permitting extension of contract term at an overall reduction in price upon market decline).

Good Energy with the input of customers will come up with the best policies and procedures in order to facilitate timely purchasing through a disciplined process.

Good Energy has identified the action-related waypoints on the path to energy supply contract execution, and we have built goodenergy.net to help us navigate from one waypoint to the next. The key waypoints in the process are:

1. Account List Assembly;
2. LOA Completion;
3. Historical Usage Data Compilation;
4. Pricing Analysis;
5. Approval of an Energy Supply Contract, Price and Term;
6. Execution of the Contract;
7. Follow Up;
8. Renewal – Repeat the Process when market conditions warrant.

The dates of every waypoint completion for are recorded in goodenergy.net, along with a future follow-up date. When the follow-up date is reached, the Good Energy account manager will

receive a reminder, triggering a phone call, fax or email designed to solicit a response from customers, and movement of the process to the next waypoint. Every communication with customers is recorded in [goodenergy.net](http://www.goodenergy.net), and [goodenergy.net](http://www.goodenergy.net) continually prompts the Good Energy user to enter a follow-up date to *keep the process moving forward*.

1. Account List Assembly;  
Deliverable: Account list will be accessible at all times on [www.goodenergy.net](http://www.goodenergy.net)  
Account list can be transmitted in Excel format for review and manipulation
2. Letter of Authorization Completion;  
Deliverable: Letters of Authorization will be completed by Good Energy, and submitted to customers for signature. Signed Letters of Authorization will be transmitted to customers, and filed on [www.goodenergy.net](http://www.goodenergy.net). Letters of Authorization will be accessible 24/7/365 by authorized parties.
3. Historical Usage Data Compilation;  
Deliverable: Historical energy usage data for electricity and natural gas will be drawn from the utility. Historical energy usage data will be gathered by a review of the customers' billing statements. All of the historical usage data will be input into [www.goodenergy.net](http://www.goodenergy.net) and will be accessible at all times by authorized parties.
4. Pricing Analysis;  
Deliverable: After qualified suppliers are vetted for customers, historical energy usage data will be transmitted to the suppliers, and bids for future energy supply will be solicited in the form of RFP issuance. All qualified suppliers will be actively encouraged to participate in the RFP process.
5. Approval of an Energy Supply Contract, Price and Term;  
Deliverable: All Energy Supply Contracts proposed by the qualified suppliers will be compiled by Good Energy and presented to customers. Suppliers with the most attractive products, contract pricing and other terms will be focused on, and the contract forms provided by those suppliers will be vetted by Good Energy and customers to advance the process. Upon selection of the most desirable product and term, the leading suppliers will be asked to refresh their price offers until a target execution date is set. All pertinent documents and price offers will be recorded in [www.goodenergy.net](http://www.goodenergy.net).
6. Execution of the Contract;  
Deliverable: Good Energy will circulate hard copies of all final approved contracts for execution between customers and the winning supplier(s). Good Energy will ensure final contract documents are delivered to all authorized parties, and the contracts themselves will be stored on [www.goodenergy.net](http://www.goodenergy.net), with access granted to authorized parties at all times.
7. Follow Up;  
Deliverable: Good Energy will follow up with the winning suppliers to ensure that the accounts are in fact being switched to the new service on a timely basis. After the contracts go into effect, the monthly bills will be input into [www.goodenergy.net](http://www.goodenergy.net) and monthly reports will be delivered to customers.
8. Renewal – Repeat the Process when market conditions warrant.

## DEVELOPMENT OF SUPPLIER CRITERIA

In most cases, Good Energy will require that all suppliers meet minimum standards fiscally, professionally, and have proven track record with large C&I clients.

Good Energy will assist customers in obtaining an uninterrupted COST for supply of electricity, where full or partial hedges are required, (notwithstanding grid failures), by pre-qualifying the financial wherewithal of retail energy suppliers invited to quote customers' energy supply needs. Because retail electricity and natural gas contracts are purely financial instruments, the price guarantee afforded by the contract itself is only as strong as the supplier behind the contract. Financial statements of all suppliers will be made available to customers.

Good Energy will also develop a chart of the energy supplier's criteria (matrix) so it may assist customer's decision making while determining the strength of each competitive energy bid.

Upon receipt of pricing from the various retail electricity providers, the pricing is input into goodenergy.net. Each of the pricing proposals must match a pre-authorized product, and the products themselves are meticulously verified for consistency. For example, if Supplier A's offer does not include congestion charges, while offers from Supplier B do include congestion charges, then Supplier A will be required to modify their quote to include congestion to allow for a true **apples-to-apples** price comparison. This comparison including full detail of price components for each proposal will be generated by goodenergy.net, and can then be presented to each customer, along with draft contract forms as appropriate and summary analysis of savings when compared to other available prices and the price to beat.

Good Energy has over 50 ESCO partners nationally and often suppliers from one region will open for business in a new territory with great initial pricing. We are often asked by suppliers to take them into emerging markets. We are on the executive boards of TEPA (Texas Electricity Professionals Association) and ILEPA (Illinois Electricity Professionals Association) where we serve on the ethics committee in the former and on the new membership committee in the latter. We are also a RIP (responsible interface party) for the NYISO (New York Independent System Operator). The energy suppliers are also members of these organizations which gives us instant access to the national executives of these ESCOs.

We negotiate every day for clients against suppliers and employ various strategies apropos to the current situation and client. We keep our clients abreast of the updates with regard to on-going negotiations. This is our core competency.

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## **OTHER SERVICES: POST COMMODITY PURCHASING**

### **Budgeting and Tracking**

- All data collected will be input into [goodenergy.net](http://goodenergy.net) as it is received. For quality control purposes, one Good Energy point of contact will be responsible for all data entry.
- We develop management reports that measure the variation between actual performance and goals.
- We create progress reports which are given to our current client base on a regular basis. Again through [www.goodenergy.net](http://www.goodenergy.net) we are able to generate variation reports among many other reports and analyses.
- We provide analytical and quantitative support in the development of tools, reports, and procedures for use in customers' energy management process.
- The [goodenergy.net](http://goodenergy.net) features a reporting section which will permit us to generate dynamic reports at any time showing key energy usage data and costs, among other things.



### **Exhibit D-3 “Key Technical Personal”**

**Applicant: Good Energy Consulting Services, LP. (Good Energy, LP)**

JAVIER BARRIOS – MANAGING PARTNER

(212) 741-3052 – Javier@GoodEnergy.com

Mr. Barrios brings over 20 years of experience in Business Strategy and Marketing. As one of the original founders, he has developed the firm’s commodity products and offerings of electricity, natural gas, renewable energy, and demand response across 21 states. He has solidified over 60 wholesale energy supplier relationships throughout the U.S., Canada and Europe. Mr. Barrios is involved in the management of all strategic, financial and operational functions of the company. Mr. Barrios is a graduate of the Zicklin School of Business at Bernard Baruch College in New York City and lives in Oyster Bay, Long Island with his wife and three children. Mr. Barrios also serves as President of TEPA: The Energy Professionals Association Northeast region. TEPA is a 300-member organization that helps promote a standardized code of conduct for energy aggregators, brokers and consultants nationwide.

<http://www.tepausa.org/tepa-northeast-board>

CHARLES DE CASTEJA – MANAGING PARTNER AND DIRECTOR OF MASS  
MARKETS AND AGGREGATION

(212) 691-9467 – Charles@GoodEnergy.com

Mr. de Casteja is responsible for strategic acquisition and management of all of Good Energy’s aggregations across US deregulated energy markets. He is a recognized expert on government energy aggregation in the United States and is frequently a panelist at retail energy conferences and a guest on industry conference calls. In 2011, Mr. de Casteja and his team successfully entered the Illinois market with an aggressive campaign to pool municipalities seeking municipal electricity aggregation into a formidable buying group. These efforts have resulted in Good Energy’s municipal aggregations having more communities than any other company of its kind. Mr. de Casteja is a decorated Marine of the Gulf War with a BA in East Asian Studies from George Washington University. He currently serves as Secretary of Safe and Reliable Energy Future, Inc. and Board Secretary of the United States Court Tennis Preservation Foundation.

## PHILIP CARR – DIRECTOR OF BUSINESS DEVELOPMENT

(212) 352-3143 – Philip.Carr@GoodEnergy.com

Mr. Carr is Business Development Director for Good Energy. Mr. Carr works full-time on energy aggregation projects throughout the country and was instrumental in building Good Energy's successful Midwest programs for 151 municipalities and counties. Mr. Carr is now engaged full time in developing Massachusetts communities for municipal aggregation, speaking publicly and in the media in order to increase the size of the aggregation for the benefit of all participating communities. Mr. Carr is a former World Bank communications consultant who also served as a tank platoon commander in the British Army achieving the rank of Captain; he graduated from the Royal Military Academy Sandhurst.

## JEFF FEITH – MARKETING MANAGER

- (718) 502 3099 – Jeff@GoodEnergy.com

Jeff Feith is a talented graphic design professional with over 20 years of experience. He has an intimate understanding of digital design as well as print media. Mr. Feith provides creative vision, project management and motivation with a strong hands-on approach and helps Good Energy recreate and improve its existing and municipal client's website design and image. He's a great team player, working collaboratively with community leaders to help municipalities improve their page ranking with regard to their Municipal Energy Programs by understanding what search engines 'see' and optimizing content related information. Mr. Feith graduated from Adelphi University with a BA degree in Business and Graphic Design.

## JEAN KETCHANDJI – MANAGER PRICING & CONTRACTS

(646) 588-5777 – Jean@GoodEnergy.com

Mr. Ketchandji is Manager, Pricing and Contracts for Good Energy. Mr. Ketchandji manages all pricing is the most competitive; working with competitive retail electric providers to ensure Good Energy is able to obtain the lowest costs with the most attractive pricing strategies for its clients. Mr. Ketchandji's department also manages all customer contracts and regulatory compliance for Good Energy, ensuring that all is in order and easily retrievable and verifiable. Mr. Ketchandji is a graduate of the University of Oklahoma with a BAA from Michael F. Price College of Business with a dual major in Energy Management and Finance. Mr. Ketchandji

started his professional career with Good Energy and has held several positions spanning seven years with the firm. Mr. Ketchandji also holds a CEP (Certified Energy Procurement Professional) credential.

#### RACHEL OSINSKI – PRICING SUPPORT, DATA COLLECTION

(646) 561-2578 – Rachel@GoodEnergy.com

Ms. Osinski is a graduate of Niagara University's School of Arts and Sciences with a major in History and worked as an account manager in the pharmaceuticals and hospital supplies industry, later followed by a transition into the energy industry. Ms. Osinski has quickly shown that her experience in customer and energy project management and her strong knowledge of the energy market is a great asset to the aggregation team as aggregation pricing and data support.

#### VICKI BROWNING – CUSTOMER SUPPORT, CALL CENTER

(713) 259-0222 – Vicki@GoodEnergy.com

Ms. Browning has been a Good Energy employee for nine years, though she began her career in the energy industry twelve years ago when she first worked for Spark Energy in direct sales, quickly moving to the position of sales manager. Ms. Browning functions both as sales representative and account management representative for many multi-account, multi-state and municipal Good Energy customers, these being some of the most challenging accounts to manage. These include national retail chains, property management companies, and homeowners' associations. Here, Ms. Browning has particular expertise in managing new municipal location openings, closures, and other customer service issues.