

PUC

April 8, 2016

VIA FEDERAL EXPRESS

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

#### Re: Renaissance Power & Gas, Inc. Application for Certification to Provide Competitive Retail **Electric Service** Docket No.: 16--EL-CRS - Confidential Version

Dear Docketing Division,

Renaissance Power & Gas, Inc. ("Renaissance"), which has filed the Public, Redacted Version of this Application at Docket No. 16--EL-CRS, hereby submits the original and three (3) copies of its Initial Application to provide Competitive Retail Electric Service (CRES). The Confidential Version has been submitted via Federal Express. Renaissance respectfully requests that its financial statements, financial arrangements, and forecasted financial statements, submitted under seal, be afforded protective treatment and confidentiality for the period of six (6) years as allowed by Rule 4901:1-24-08(A).

Please direct any correspondence and communication regarding this submission to the undersigned.

Respectfully Submitted,

Hups ina s Kira S. Bryers

**Compliance** Consultant **Customized Energy Solutions** Phone: 267-238-4785 Email: kbryers@ces-ltd.com

On behalf of Renaissance Power & Gas, Inc.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business. Date Processed 4/11/16 Technician\_\_\_\_

# Ohio Public Utilities Commission

| I             | PUCO USE ONLY | ľ             |
|---------------|---------------|---------------|
| Date Received | Case Number   | Version       |
|               | EL-CRS        | December 2014 |
| 16-156-       | EL-CRS        |               |

## **CERTIFICATION APPLICATION FOR RETAIL GENERATION PROVIDERS AND POWER MARKETERS**

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-13 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 input information directly onto the form. You may also download the form, by saving it to your local disk, for later use.

## A. <u>APPLICANT INFORMATION</u>

#### A-1 Applicant intends to be certified as: (check all that apply)

Retail Generation Provider
 Power Marketer

Power BrokerAggregator

#### A-2 Applicant's legal name, address, telephone number and web site address

Legal Name Renaissance Power & Gas, Inc. Address 4040 S. Eastern Ave., #320, Las Vegas, NV 89119 Telephone # (702) 979-1278 Web site address (if any) www.renaissancepowerandgas.com

# A-3 List name, address, telephone number and web site address under which Applicant will do business in Ohio

Legal Name Renaissance Power & Gas, Inc. Address 4040 S. Eastem Ave., #320, Las Vegas, NV 89119 Telephone # (702) 979-1278 Web site address (if any) www.renaissancepowerandgas.com

A-4 List all names under which the applicant does business in North America Renaissance Power & Gas, Inc.

#### A-5 Contact person for regulatory or emergency matters

| Name Maureen Bird        |   |  |
|--------------------------|---|--|
| Title Director           |   |  |
| Business address 4040 S  | . Eastern Ave., #320, Las Vegas, NV 89119 |  |
| Telephone # (702) 979-12 | 78 Fax # (702) 979-1278                   |  |
| E-mail address           | m.bird@renpowerandgas.com                 |  |

ч.

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

| Name Maureen Bird        |                       |                      |  |
|--------------------------|-----------------------|----------------------|--|
| Title Director           |                       |                      |  |
| Business address 4040 s  | . Eastern Ave., #320, | Las Vegas, NV 89119  |  |
| Telephone # (702) 979-12 | 78                    | Fax # (702) 979-1278 |  |
| E-mail address           | m.bird@renpower       | andgas.com           |  |

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

| Customer Service addr | ess 6539 Harrison | Ave., Ste. 1014, Cincinnati, OH 45247 |
|-----------------------|-------------------|---------------------------------------|
| Toll-free Telephone # | (888) 811-0877    | Fax # (702) 979-1278                  |
| E-mail address        | customerservice@  | renpowerandgas.com                    |

#### A-8 Applicant's federal employer identification number # 452287445

#### A-9 Applicant's form of ownership (check one)

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

A-10 (Check all that apply) Identify each electric distribution utility certified territory in which the applicant intends to provide service, including identification of each customer class that the applicant intends to serve, for example, residential, small commercial, mercantile commercial, and industrial. (A mercantile customer, as defined in (A) (19) of Section 4928.01 of the Revised Code, is a commercial customer who consumes more than 700,000 kWh/year or is part of a national account in one or more states).

| <ul> <li>First Energy</li> <li>Ohio Edison</li> <li>Toledo Edison</li> <li>Cleveland Electric Illuminating</li> <li>Duke Energy</li> </ul> | <ul> <li>Residential</li> <li>Residential</li> <li>Residential</li> <li>Residential</li> </ul> | □ Commercial<br>□ Commercial<br>□ Commercial<br>□ Commercial | <ul> <li>Mercantile</li> <li>Mercantile</li> <li>Mercantile</li> <li>Mercantile</li> </ul> | <ul> <li>Industrial</li> <li>Industrial</li> <li>Industrial</li> <li>Industrial</li> </ul> |
|--|--|--|--|--|
| <ul> <li>American Electric Power</li> <li>Ohio Power</li> </ul>  | Residential  | Commercial   | <ul> <li>Mercantile</li> </ul>   | Industrial   |

□ Columbus Southern Power □ Residential □ Commercial □ Mercantile □ Industrial □ Dayton Power and Light □ Residential □ Commercial □ Mercantile □ Industrial

A-11 Provide the approximate start date that the applicant proposes to begin delivering services

June 1, 2016

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

- A-12 <u>Exhibit A-12 "Principal Officers, Directors & Partners"</u> provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-13 <u>Exhibit A-13 "Corporate Structure,"</u> 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 electricity or natural gas to customers in North America.
- A-14 <u>Exhibit A-14 "Company History,"</u> provide a concise description of the applicant's company history and principal business interests.
- A-15 <u>Exhibit A-15 "Articles of Incorporation and Bylaws,"</u> if applicable provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto.
- A-16 <u>Exhibit A-16 "Secretary of State,</u>" provide evidence that the applicant has registered with the Ohio Secretary of the State.

## B. <u>APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE</u>

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

- **B-1** Exhibit B-1 "Jurisdictions of Operation," provide a 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 or wholesale electric services.
- **B-2** <u>Exhibit B-2 "Experience & Plans,"</u> provide a 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 4928.10 of the Revised Code.

- **B-3** <u>Exhibit B-3 "Summary of Experience,"</u> provide a concise summary of the applicant's experience in providing the service(s) it is seeking to be certified to provide (e.g. number and types of customers served, utility service areas, amount of load, etc.).
- **B-4** <u>Exhibit B-4 "Environmental Disclosure,"</u> provide a detailed description of how the applicant intends to determine its (a) generation resource mix, and (b) environmental characteristics, including air emissions and radioactive waste. This information shall include sufficient discussion so as to detail both the annual projection methodology and the proposed approach to compiling the quarterly actual environmental disclosure data. Additional details on this requirement may be obtained by referring to 4901:1-21-09.
- **B-5** Exhibit B-5 "Disclosure of Liabilities and Investigations," provide a description of all existing, pending or past 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 be certified to provide.
- **B-6** Disclose whether the applicant, a predecessor of the applicant, or any principal officer of the applicant have ever 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 <u>Exhibit B-6 "Disclosure of Consumer</u> <u>Protection Violations"</u> detailing such violation(s) and providing all relevant documents.

If yes, provide a separate attachment labeled as <u>Exhibit B-7</u> "Disclosure of <u>Certification Denial, Curtailment, Suspension, or Revocation</u>" detailing such action(s) and providing all relevant documents.

## C. APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

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

C-1 <u>Exhibit C-1 "Annual Reports,"</u> provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information in Exhibit C-1 or indicate that Exhibit C-1 is not applicable and why.

- C-2 <u>Exhibit C-2 "SEC Filings,"</u> provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that the applicant is not required to file with the SEC and why.
- C-3 <u>Exhibit C-3 "Financial Statements,"</u> provide copies of the applicant's two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business.
- C-4 <u>Exhibit C-4 "Financial Arrangements,"</u> provide copies of the applicant's financial arrangements to conduct CRES as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.,).
- C-5 <u>Exhibit C-5 "Forecasted Financial Statements,"</u> provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant's CRES operation, along with a list of assumptions, and the name, address, e-mail address, and telephone number of the preparer.
- C-6 <u>Exhibit C-6 "Credit Rating,"</u> provide a statement disclosing the applicant's 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 <u>Exhibit C-7 "Credit Report,"</u> provide a copy of the applicant's credit report from Experion, Dun and Bradstreet or a similar organization.
- C-8 <u>Exhibit C-8 "Bankruptcy Information,"</u> provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.

C-9 <u>Exhibit C-9 "Merger Information.</u>" provide a statement describing any dissolution or merger or acquisition of the applicant within the five most recent years preceding the application.

## D. APPLICANT TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- **D-1** <u>Exhibit D-1 "Operations"</u> provide a written description of the operational nature of the applicant's business. Please include whether the applicant's operations will include the generation of power for retail sales, the scheduling of retail power for transmission and delivery, the provision of retail ancillary services as well as other services used to arrange for the purchase and delivery of electricity to retail customers.
- **D-2** <u>Exhibit D-2 "Operations Expertise,"</u> given the operational nature of the applicant's business, provide evidence of the applicant's experience and technical expertise in performing such operations.
- **D-3** <u>Exhibit D-3 "Key Technical Personnel."</u> provide the names, titles, e-mail addresses, telephone numbers, and the background of key personnel involved in the operational aspects of the applicant's business.
- D-4 <u>Exhibit D-4 "FERC Power Marketer License Number,"</u> provide a statement disclosing the applicant's FERC Power Marketer License number. (Power Marketers only)

Tel, Director Signature of Applicant and Title

Sworn and subscribed before me this 29 day of MARC Month Signature of official administering oath MICHELLE HALIFAX int Name and NOTARY PUBLIC STATE OF NEVADA My commission expires on Commission Expires: 02-13-17 Certificate No: 05-96035-1 C

# <u>AFFIDAVIT</u>

State of Nevada

<u>Las Vegas</u> ss.

County of <u>Clark</u>:

Maureen Bird\_\_\_\_\_, Affiant, being duly sworn/affirmed according to law, deposes and says that: She is

the \_Director of \_\_\_\_\_ Renaissance Power & Gas, Inc. ; and that she is authorized to and does

make this affidavit for said Applicant,

- 1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
- 2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
- 3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
- 4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
- 5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
- 6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
- 7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
- 8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
- 9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
- 10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.

4.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

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| Maure Sted, Director<br>Signature of Affant & Title                    | ASHLYND TUFFENTSAMER<br>NOTARY PUBLIC<br>STATE OF NEVADA      |
|--|---|
| Sworn and subscribed before me this $26^{\text{Th}}$ day of March 2019 | My Commission Expires: 11-08-17<br>Certificate No: 14-12455-1 |
| Month Year   | frentsamer, hotany Aublic                                     |
| My commission expires on NOVEMBER 8,2                                  | 07  |

## Exhibit A-12 "Principal Officers, Directors & Partners"

4.

## Renaissance Power & Gas, Inc.

Kevin Thexton COO, Renaissance Power & Gas, Inc. 4040 S Eastern Ave, #320 Las Vegas, NV 89119 Email: k.thexton@renpowandgas.com Phone: 213-947-3000 Fax: 702-979-1278

Michael Brett Business Development Consultant 4040 S Eastern Ave, #320 Las Vegas, NV 891199 Phone: (832) 236-62077 Fax: (702) 979-1278

## Exhibit A-13 "Corporate Structure"

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## Renaissance Power & Gas, Inc.

Renaissance Power & Gas does not have any corporate parent, subsidiaries or affiliates.

Renaissance Power & Gas

## Exhibit A-14 "Company History"

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## Renaissance Power & Gas, Inc.

Renaissance Power & Gas, Inc. ("Renaissance") is an active Retail Electric and Natural Gas Supplier serving customers in both commodities in New York and electric customers in the District of Columbia. Renaissance was formed in Nevada on May 13, 2011, and was granted an ESCO license by the New York Public Service Commission on January 7, 2014. On March 12, 2015, Renaissance received an electricity supplier license from the Public Service Commission of the District of Columbia.

## Exhibit A-15 "Articles of Incorporation and Bylaws"

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Renaissance Power & Gas, Inc.

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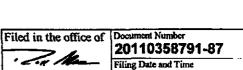


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**ROSS MILLER** Secretary of State 204 North Carson Street, Suite 4 Carson City, Nevada 89701-4520 (775) 684-6708 Websits: www.nvsos.gov



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# Articles of Incorporation (PURSUANT TO NRS CHAPTER 78)

Ross Miller 05/13/2011 8:37 AM Secretary of State State of Nevada Entity Number E0279442011-4

| USE BLACK INK ONLY - DO  | NOT HIGHLIGHT   |   | ABOVE SP  | ACE IS FO                  | R OFFICE USE ON               | 4LY |
|--|---|---|---|----------------------------|-------------------------------|-----|
| 1. Name of<br>Corporation:   | EMK HOLDINGS, INC.  |   |   |                            | •                             |     |
| 2. Registered<br>Agent for Service<br>of Process: (check<br>only one box)  | Commercial Registered Agent: YOUR<br>Name<br>Noncommercial Registered Agent<br>(name and address below)           |   | ATE SOLUTION:<br>Office or Position<br>(name and addres | with Ent                   | ity                           |     |
|  | Name of Noncommercial Registered Agent OR<br>Street Address<br>Mailing Address (If different from street address) | Name of Title of Office (<br>City<br>City |   | h Enlity<br>Nevad<br>Nevad | Zip Code                      |     |
| 3. Authorized<br>Stock: (number of<br>shares corporation is<br>authorized to issue)  |   | Par value<br>per share: \$01              | Number of<br>shares<br>without<br>per value:            | · ·                        |                               |     |
| 4. Names and<br>Addresses of the<br>Board of<br>Directors/Trustees:<br>(each Director/Trustee<br>must be a natural parson<br>at least 18 years of age;<br>attach additional page if<br>more than two<br>directors/nustees) | 1) CAROLE TALBERT<br>Name<br>1771 E. FLAMINGO RD., 115A<br>Street Address<br>2) Name                              | i LAS VEGA<br>City<br>1;<br>City          | 3   | NV<br>State                | 89119<br>Zip Code<br>Zip Code |     |
| 5. Purpose: (optional;<br>see instructions)  | The purpose of the corporation shall be:  | · · · · · · · · · · · · · · · · · · ·     | · · · · · · · · · · · · ·                               |                            |                               |     |
| 6. Name, Address<br>and Signature of<br>Incorporator: (atach<br>additional page If more<br>than one incorporator)  | CAROLE TALBERT<br>Name<br>1771 E. FLAMINGO RD., 115A<br>Address   | Incorporator                              | Signature   | NV<br>State                | 89119<br>Zip Code             |     |
| 7. Certificate of<br>Acceptance of<br>Appointment of<br>Registered Agent:  | I hereby accept appointment as Register<br>X Authorized Egysture of Registered Agent or C                         | ared Agent for the al                     |   |                            |                               |     |

This form must be accompanied by appropriate fees.

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Nevada Secretary of State NRS 78 Articles Revised: 3-10-11

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# SECRETARY OF STATE



## **CORPORATE CHARTER**

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **EMK HOLDINGS, INC.**,d id on May 13, 2011, file in this office the original Articles of Incorporation; that said Articles of Incorporation are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.



Certified By: Sandra Kraatz Certificate Number: C20110513-1174 You may verify this certificate online at http://www.nvsos.gov/ IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 16, 2011.

· E. 11 /1

ROSS MILLER Secretary of State

| ROSS MILLER<br>Secretary of State<br>202 North Carson Street<br>Carson City, Nevada \$9701-4201<br>(775) 684-5708<br>Website: www.nvsos.gov  |  | *281102*   |
|--|--|--|
| Registered Agent   |  |  |
| Acceptance   |  |  |
| (PURSUANT TO NRS 77.310)   |  | •  |
| This form may be submitted by; a Commercial Registered Ag<br>Noncommercial Registered Agent or Represented Entity. For m<br>information please visit http://www.nvsos.gov/index.aspx?page* | nore   |  |
| USE BLACK INK ONLY - DO NOT HIGHLIGHT  |  | ABOVE SPACE IS FOR OFFICE USE ONLY   |
| Certificate of Acceptance of   |  |  |
| In the matter of Na  | EMK HOLDIN                                   | IGS, INC.<br>Business Entity   |
| I, YOUR NEVADA COI<br>Name of Appointed Registered Agent OR  |  |  |
| (complete only one)  |  |  |
| a) 💢 commercial registered agent listed v  | with the Nevada                              | a Secretary of State,  |
| b) [] noncommercial registered agent wit   | h the following                              | address for service of process:  |
| Street Address   | City   | Nevada Zip Code  |
| Mailing Address (if different from street address)   | City   |  |
| c) j; represented entity accepting own se  |  |  |
|  |  |  |
| Title of Office or Position of Person in Represented E   | ntity  | الماري مرارد المريبة بمتحاصية بالمتري متحدين متنيان المترار للمار المتحاد متدر |
|  | ······                                       |  |
| Street Address   | City   | Nevada   |
| Mailing Address (if different from street address)   | City   | Nevada Zip Code  |
|  |  |  |
| and hereby state that on <u>5/13/2011</u><br>the above named business entity.  | I accepted t                                 | the appointment as registered agent for  |
| v nit  |  |  |
| × man  | <u>.                                    </u> | 5/13/2011  |
| Authorized Signature of R.A. or On Behalf of R.A. Company  | 1  | Date   |
| *If changing Registered Agent when reinstatin  | ng, officer's sigr                           | nature required.   |
| Signature of Officer   |  | Date   |
|  |  |  |

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# SECRETARY OF STATE



## **NEVADA STATE BUSINESS LICENSE**

EMK HOLDINGS, INC. Nevada Business Identification # NV20111329511

Expiration Date: May 31, 2012

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 16, 2011

· 2.11

ROSS MILLER Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

You may verify this Nevada State Business License online at www.nvsos.gov under the Nevada Business Search.

# (PROFIT) INITIAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT AND

4.0

| MK HOLDINGS, INC.   |  |  |  | E0279442011-4  |
|---|--|--|--|--|
| AME OF CORPORATION  |  |  |  |  |
| DR THE FILING PERIOD OF 5/2011 TO 5/  | 2012   |  |  |  |
| YOU MAY FILE THIS FORM ONLINE AT www.nvsos.go<br>e entity's duly appointed registered agent in the State of Nevada upon whom process  | V**<br>s can be served is:   |  | • ]<br>• ]   | ( <b>944) (164 (166))</b><br>(00101*   |
| YOUR NEVADA CORPORATE SOLUTIONS (Commercial Re<br>Agent)  | I fied m   |  |  | ni Number<br>0363951-31  |
| 1771 E FLAMINGO ROAD, 115A<br>LAS VEGAS, NV 89119 USA   | Ross Mi  | ller   |  | ate and Time<br>6/2011 2:36 P  |
| A FORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: WY   | State of   | y of State<br>Nevada   | Entity N   |  |
| SE BLACK INK ONLY - DO NOT HIGHLIGHT  |  |  |  | Hed Blackonically<br>FUR OFFICE USE ON   |
| Return one file stamped copy. (If filing not accompanied by order   |  |  |  |  |
| PORTANT: Read instructions before completing and returning this form  |  |  |  | <b>-</b> ;   |
| Make your check payable to the Secretary of State.<br><u>Ordering Copies</u> : It requested above, one file stamped copy will be returned at no<br>A copy fee of \$2.00 per page is required for each additional copy generated who<br>accompany your order.<br>Return the completed form to: Secretary of State, 202 North Carson Street, Carso<br>Form must be in the possession of the Secretary of State on or before the last day<br>receipt date.) Form's received after due date will be returned for additional fees an   | an ordering 2 or more file stamped or o<br>n City, Nevada 89701-4201. (775) 684<br>of the first month following the initial re   | entified copies. A<br>-5708.<br>oistration date. {   | oproprist<br>Postmerk  | e instructions must  |
| filing. INITIAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00   | BUSINESS LICENSE FEE; \$20   |  |  | /:\$100.00   |
| CHECK ONLY IF APPLICABLE  |  | Sec  | tion 7(2)  | Exemption Codes  |
| Pursuant to NRS, this corporation is exempt from the business licen     Pursuant to NRS, this corporation is exempt from the business license     Month and year your State Business License expires:     This corporation is a publicly traded corporation. The Central Index     This publicly traded corporation is not required to have a Central Index   | 20<br>Key number is:   | 001<br>002<br>003<br>004<br>004  | - Govern<br>- 501(c) I<br>- Home-t<br>- Natural<br>rental d<br>- Motion  | mental Entity<br>Nonprofit Entity<br>Jased Business<br>Person with 4 or less<br>welling units<br>Picture Company   |
| Pursuant to NRS, this corporation is exempt from the business licen<br>Month and year your State Business License expires:<br>This corporation is a publicly traded corporation. The Central Index<br>This publicly traded corporation is not required to have a Central Index<br>NAME  | 20<br>Key number is:<br>Jex Key number.<br>TITLE(S)  | 001<br>002<br>003<br>004<br>005<br>005   | - Govern<br>- 501(c)  <br>- Home-t<br>- Natural<br>rental d<br>- Motion<br>- NRS 66  | mental Enlity<br>Nonprofit Enlity<br>Jased Business<br>Person with 4 or les<br>Iwelling units<br>Picture Company   |
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| Signature |     | Office |  |
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Nevada Secretary of State Initial List Profit Revised: 8-5-09



#### EIN Assistant

| Your Progress:          | 1. Identity                               | 2. Authenticate   | 3. Addresses | 4. Details | 5. EIN Confirmation   |
|-------------------------|---|---|--------------|------------|---|
| Congratulations 1       | The EIN has bee                           | n successfully assig  | ned.         |            | Help Topics   |
| EIN Assig<br>Legal N    | gned: <b>45-2287445</b><br>iame: EMK HOLD |   |              |            | Can the EIN be used<br>before the confirmation<br>letter is received? |
|                         |   | e applicant. This letter will<br>g the EIN. Allow up to 4 w |              |            |   |
| We strongly recomm      | end you print this                        | page for your records.                                      |              |            |   |
| Click "Continue" to get | additional informat                       | ion about using the new E                                   | IN. [        | ontinue >> |   |
|                         |   |   |              |            |   |
|                         |   |   |              |            |   |
|                         |   |   |              |            |   |

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#### **EIN Assistant**

| Your Progress:                                     | 1. Identity                         | 2. Authenticate             | 3. Addresses  | 4. Details                         | 5. EIN Confirmatio   |
|--|-------------------------------------|-----------------------------|---|------------------------------------|----------------------|
| Summary of your i                                  | information                         |                             |   |                                    | Help Topics          |
| Please review the infor<br>need to start a new app |                                     | ut to submit. If any of the | information below is inc  | orrect, you will                   | What is Form 1128?   |
| ilick the "Submit" bu                              | itton at the bottom                 | of the page to receive y    | /our EIN.   |                                    | • What is Form 8716? |
| )rganization Type:                                 | S Corporation                       |                             |   |                                    |                      |
| S Corpora  | tion Information                    |                             |   |                                    |                      |
| Legal name   | :                                   |                             | LDINGS INC  |                                    |                      |
| County:  |                                     | CLARK                       |   |                                    | }                    |
| State/Territo                                      | •                                   | NV                          |   |                                    |                      |
| Date Corpor  | ration started or acq               |                             |   |                                    |                      |
| Closing mor  | nth of accounting ye                | accounti<br>your orga       | BER (The closing month<br>ng year is defaulted to C<br>anization type. To chang<br>accounting year, compl<br>16.) | December due to<br>ge your closing |                      |
| State/Territo<br>are (or will I                    | ory where articles of<br>be) filed: | forganization NV            |   |                                    |                      |
| Addresse   | 5                                   |                             | · · · · · · · · · · · · · · · · · · ·   |                                    |                      |
| Physical Lo  | cation:                             | 1771 E F                    | LAMINGO RD STE 11   | 5A                                 |                      |
| -  |                                     | LAS VE                      | GAS NV 89119  |                                    |                      |
| Phone Num  | ber:                                | 702-513-                    | 4501  |                                    |                      |
| TPD Name:  |                                     | JACK C                      | OHEN  |                                    |                      |
| TPD Addres   | ss:                                 | 6128 KU                     | LAWEA ST  |                                    |                      |
|  |                                     | N LAS V                     | EGAS NV 89081   |                                    |                      |
| TPD Phone  | Number:                             | 702-369                     | -2504   |                                    |                      |

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Name: SSN/ITIN: KEVIN THEXTON XXX-XX-0153

#### Principal Business Activity

What your business/organization does: Principal products/services:

OTHER ENERGY SERVICES

#### **Additional S Corporation Information**

| Owns a 55,000 pounds or greater |    |
|---------------------------------|----|
| highway motor vehicle:          | NO |
| Involves gambling/wagering:     | NO |

| NO                     |
|------------------------|
|                        |
| NO                     |
| NO                     |
| STARTED A NEW BUSINESS |
|                        |

We strongly recommend you print this summary page for your records as this will be your only copy of the application. You will not be able to return to this page after you click the "Submit" button.

Click "Submit" to send your request and receive your EIN. Submit

Once you submit, please wait while your application is being processed. it can take up to two minutes for your application to be processed.

#### Resend11-02-11:03:22PM;

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| ROSS MILLER<br>Beserbary of State<br>State North Casens Street, Sulls 1<br>Gargen City, Nevela 89707-4820<br>(Typ State Street Ford<br>Website: www.neeos.gov Filed in the office of<br>Gargen City, Nevela 89707-4820<br>(Typ State Street Ford<br>Website: www.neeos.gov Filed in the office of<br>Gargen City, Nevela 89707-4820<br>(Typ State) Filed in the office of<br>Gargen City, Nevela 89707-4820<br>(Typ State) Filed in the office of<br>Gargen City, Nevela 89707-4820<br>(Typ State) Certificate of Amendment<br>(PURELIANT TO NRS 78.385 AND 78.380) The Exact second register of Amendment to Articles of Incorporation<br>For Nevela Profit Corporation<br>(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock) 1. Name of corporation:<br>EMCK HOLDINGS, INC. 2. The articles have been amended as follows: (provide adde numbers, if evaluable)<br>The name EMK Holdings, Inc. has been amended to RENAISSANCE POWER & GAS, INC. 3. The vote by which the stockholders holding shares in the corporation entitling them to exercise<br>a least a majority of the voting power, or such greater proportion of the voting power as may be<br>required in the case of a vote by classes or series, or as may be required by the provisions of the<br>articles of incorporation have voted in favor of the amendment is: 100% 4. Effective date and time of filing; (optional) Cate: Time:<br>funct cable isses the 80 days after the coefficies is Set() |  |  |  |  |
|---|--|--|--|--|
| Weaking www.nvece.gov       Scoretary of State<br>State of Nevada       Entity Number<br>E0279442011-4         Certificate of Amendment<br>(pursuant to NRS 78.385 AND 78.390)       ABCME BACE B FOR OF ACE USE ONLY         Use BACE BEACE B FOR OF ACE USE ONLY       Certificate of Amendment to Articles of Incorporation<br>For Nevada Profit Corporations<br>(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)         1. Name of corporation:<br>EDACK HOLDINGS, INC.   | Secretary of State<br>204 North Camon Street, Suite 1<br>Camon City, Nevada 89701-4520   | · C. Man   | 20110794953-81<br>Filing Date and Time |  |
| Certificate of Amendment<br>(PURSUANT TO NRS 78.385 AND 78.390)         URE BLACK DECEMPT         Certificate of Amendment to Articles of Incorporation<br>For Nevada Profit Corporations<br>(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)         1. Name of corporation:<br>EMK HOLDINGS, INC.         2. The articles have been amended as follows: (provide article numbers, if available)         The name EMK Holdings, Inc. has been amended to RENAISSANCE POWER & GAS, INC.         3. The vote by which the stockholders holding shares in the corporation entitling them to exercise<br>a least a majority of the voting power, or such greater proportion of the voting power as may be<br>required in the case of a vote by classes or series, or as may be required by the provisions of the<br>articles of incorporation* have voted in favor of the amendment is: 100%         4. Effective date and time of fling: (optional)       Oate:  |  | Secretary of State   | Entity Number                          |  |
| Gardificate of Amendment to Articles of Incorporation         For Nevada Profit Corporations         (Pursuant to NRS 78,385 and 78,390 - After Issuance of Stock)         1. Name of corporation:         EMK HOLDINGS, INC.         2. The articles have been amended as follows: (provide article numbers, if available)         The name EMK Holdings, Inc. has been amended to RENAISSANCE POWER & GAS, INC.         3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 100%         4. Effective date and time of filing: (optional)       Cate: Time:   |  | L  | L                                      |  |
| For Nevada Profit Corporations<br>(Pursuant to NRS 78.385 and 78.390 - After lasuance of Stock)         1. Name of corporation:       EMK HOLDINGS, INC.         2. The articles have been amended as follows: (provide article numbers, if available)       The name EMK Holdings, Inc. has been amended to RENAISSANCE POWER & GAS, INC.         3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 100%         4. Effective date and time of filing: (optional)       Cate:  | VIK MACK INCONT - DO KOT HOKLIGHT  | ABOVE SPACE IS FOR OF  | FICE USE CHUY                          |  |
| (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)  1. Name of corporation: EMK HOLDINGS, INC.  2. The articles have been amended as follows: (provide article numbers, if available) The name EMK Holdings, Inc. has been amended to RENAISSANCE POWER & GAS, INC.  3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is:  4. Effective date and time of filing: (optional) Date:   | Certificate of Amendment to Articles   | of Incorporation   |  |  |
| 1. Name of corporation:         EMK HOLDINGS, INC.         2. The articles have been amended as follows: (provide article numbers, if available)         The name EMK Holdings, Inc. has been amended to RENAISSANCE POWER & GAS, INC.         3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is:         100%         4. Effective date and time of filing: (optional)       Date:  | For Nevada Profit Corpora  | tions  |  |  |
| <ul> <li>EMK HOLDINGS, INC.</li> <li>2. The articles have been amended as follows: (provide article numbers, if available)</li> <li>The name EMK Holdings, Inc. has been amended to RENAISSANCE POWER &amp; GAS, INC.</li> <li>3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 100%</li> <li>4. Effective date and time of filing: (optional) Cate: Time: (must color base star the certificate is Ster)</li> </ul>   | •  | rissuance of Stock)  |  |  |
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#### STATE OF NEVADA

4.1

**ROSS MILLER** Secretary of State

SCOTT W. ANDERSON Deputy Secretary for Commercial Recordings



Commercial Recordings Division 202 N. Carson Street Carson City, NV 89701-4069 Telephone (775) 684-5708 Fax (775) 684-7138

#### **OFFICE OF THE** SECRETARY OF STATE

#### YOUR NEVADA CORPORATE SOLUTIONS 1771 E FLAMINGO ROAD, 115A LAS VEGAS, NV 89119

Job:C20111107-0386 November 8, 2011

## Special Handling Instructions: Email out 11-8-2011 amendment. Ras

#### Charges

| Description | Document Number | Filing Date/Time     | Qty | Price    | Amount   |
|-------------|-----------------|----------------------|-----|----------|----------|
| Amendment   | 20110794953-81  | 11/3/2011 8:39:32 AM | 1   | \$175.00 | \$175.00 |
| Total       |                 |                      |     |          | \$175.00 |

#### **Payments**

| Туре   | Description | Amount   |
|--------|-------------|----------|
| Billed | 751154      | \$175.00 |
| Total  |             | \$175.00 |

Credit Balance: \$0.00

Job Contents: File Stamped Copy(s):

I

YOUR NEVADA CORPORATE SOLUTIONS 1771 E FLAMINGO ROAD, 115A LAS VEGAS, NV 89119

#### STATE OF NEVADA

BARBARA K. CEGAVSKE Secretary of State

JEFFERY LANDERFELT Deputy Secretary for Commercial Recordings



OFFICE OF THE SECRETARY OF STATE **Commercial Recordings Division** 

202 N. Carson Street Carson City, NV 89701-4201 Telephone (775) 684-5708 Fax (775) 684-7138

Job:C20160318-1787 March 18, 2016

Maureen Bird Renaissance Power & Gas Inc 7848 West Sahara Ave. Las Vegas, NV 89117

#### **Special Handling Instructions:**

#### Charges

| Description                                       | Document Number | Filing Date/Time     | Qty | Price   | Amount  |
|---|-----------------|----------------------|-----|---------|---------|
| Cert of Existence (good<br>standing - short form) | 20110358791-87  | 5/13/2011 8:37:40 AM | 1   | \$50.00 | \$50.00 |
| Total   |                 |                      |     |         | \$50.00 |

#### **Payments**

| Туре   | Description                   | Amount  |
|--------|-------------------------------|---------|
| Credit | 670900 4583373906246707202107 | \$50.00 |
| Total  |                               | \$50.00 |

Credit Balance: \$0.00

#### Job Contents:

Web Certificate of Good Standing 1 Short(s):

Maureen Bird Renaissance Power & Gas Inc 7848 West Sahara Ave. Las Vegas, NV 89117

# SECRETARY OF STATE



## CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, BARBARA K. CEGAVSKE, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **RENAISSANCE POWER & GAS, INC.**, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since May 13, 2011, and is in good standing in this state.



hand and affixed the Great Seal of State, at my office on March 18, 2016.

IN WITNESS WHEREOF, I have hereunto set my

Bachara K. Cegevske

BARBARA K. CEGAVSKE Secretary of State

Electronic Certificate Certificate Number: C20160318-1787 You may verify this electronic certificate online at http://www.nvsos.gov/

## Exhibit A-16 "Secretary of State"

1.

Renaissance Power & Gas, Inc.

# \*201608302318\*

DATE: 03/24/2016 DOCUMENT ID DESCRIPTION 201608302318 FOREIGN LICENSE/FOR-PROFIT (FLF) FILING 99.00 EXPED 100.00

PENALTY .00 COPY .00

CERT

.00

Receipt

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

RENAISSANCE POWER & GAS INC 4040 S EASTERN AVE #320 LAS VEGAS, NV 89119

# STATE OF OHIO CERTIFICATE

## **Ohio Secretary of State, Jon Husted**

3882857

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

## **RENAISSANCE POWER & GAS, INC.**

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

Document(s):

FOREIGN LICENSE/FOR-PROFIT

Document No(s): 201608302318

## Effective Date: 03/23/2016

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.



United States of America State of Ohio Office of the Secretary of State Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 24th day of March, A.D. 2016.

Jon Hasted

Ohio Secretary of State

## Exhibit B-1 "Jurisdictions of Operation" Renaissance Power & Gas, Inc.

1.

Renaissance Power & Gas, Inc. ("Renaissance") is licensed in New York and the District of Columbia, and is currently serving customers in both states both retail electric and natural gas customers in New York and retail electric customers in the District of Columbia.

## STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350

www.dps.ny.gov

PUBLIC SERVICE COMMISSION

AUDREY ZIBELMAN Chair PATRICIA L. ACAMPORA GARRY A. BROWN GREGG C. SAYRE DIANE X. BURMAN Commissioners



PETER McGOWAN General Counsel

KATHLEEN H. BURGESS Secretary

January 7, 2014

Maureen Bird Renaissance Power & Gas, Inc. 7848 W. Sahara Ave. Las Vegas, NV 89117

#### RE: Renaissance Power & Gas. Inc.- January Compliance 2014

Dear Ms. Bird:

Thank you for your recent submittal pursuant to Section 2.D.1 of the New York State Department of Public Service's Uniform Business Practices (UBP). This letter is to inform you that the documentation submitted has been reviewed by Staff and determined to be in compliance with the UBP.

Be advised that to maintain your ESCO eligibility, you must notify Staff of any contact changes, substantive legal, financial or business related changes to your company as they occur. If your business plan changes and you decide to expand your service offerings, you must immediately submit the appropriate documentation for Staff review and determination of how it affects your current eligibility.

If you are using vendors to provide ESCO related services (<u>e.g.</u>, EDI), the ESCO remains fully responsible for any activities the vendors perform. If you have not already done so, or if you have changed vendors since last reporting them to us, please provide Staff a list with contact information for all vendors that you are now using.

Please do not hesitate to contact me with any further questions or concerns at (518) 473-8175 or Robin.Taylor@dps.ny.gov.

Sincerely,

Robin Taylow

Robin Taylor Retail Access Section Office of Consumer Policy

#### PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA 1333 H STREET N.W., 2ND FLOOR, WEST TOWER WASHINGTON, D.C. 20005

## <u>ORDER</u>

March 12, 2015

## FORMAL CASE NO. EA 2014-32, IN THE MATTER OF THE APPLICATION OF RENAISSANCE POWER & GAS, INC. FOR AN ELECTRICITY SUPPLIER LICENSE, Order No. 17830

#### I. <u>INTRODUCTION</u>

1. By this Order, the Public Service Commission of the District of Columbia ("Commission") grants a license to Renaissance Power & Gas, Inc. ("Renaissance" or "Applicant") to function as an electricity supplier in the District of Columbia.<sup>1</sup> Renaissance Power & Gas, Inc.'s license is effective upon issuance of this Order.

#### II. <u>BACKGROUND</u>

2. On December 18, 2014, Renaissance filed its license application.<sup>2</sup> Specifically, Renaissance intends to operate as a marketer, aggregator and broker of electricity for residential, commercial and industrial customers in the District of Columbia, pursuant to Section 34-1505 of the "Retail Electric Competition and Consumer Protection Act of 1999 ("Act").<sup>3</sup> Pursuant to the Commission's licensing requirements as set forth in Order No. 11796,<sup>4</sup> Renaissance has provided the following information:

- a) Proof of technical and managerial competence;
- b) An affidavit of compliance with applicable Federal and District of Columbia environmental laws and regulations dated October 24, 2014;
- c) Proof of financial integrity to include financial statements;

<sup>3</sup> D.C. Official Code § 34-1505; see generally §§ 34-1501-1520.

<sup>&</sup>lt;sup>1</sup> D.C. Official Code § 34-1501(17) (2001) defines, in part, an electricity supplier as "a person, including an aggregator, broker, or marketer, who generates electricity; sells electricity; or purchases, brokers, arranges or markets electricity for sale to customers."

<sup>&</sup>lt;sup>2</sup> Formal Case No. EA 2014-32, In the Matter of the Application of Renaissance Power & Gas, Inc. for an Electricity License ("Formal Case No. EA 2014-32"), Application of Renaissance Power & Gas, Inc. filed December 18, 2014.

<sup>&</sup>lt;sup>4</sup> Formal Case No. 945, In the Matter of the Investigation into Electric Service Market Competition and Regulatory Practices, Order No. 11796 at Attachment C, rel. September 20, 2000.

- d) Proof that Renaissance has registered with the Department of Consumer and Regulatory Affairs to do business in the District of Columbia;
- e) An affidavit dated October 24, 2014, stating that Renaissance is subject to all applicable taxes;
- f) An affidavit dated October 24, 2014, stating that Renaissance will comply with all the requirements of all orders and regulations of the Commission; and
- g) Applicant's website address: <u>http://www.renaissancepowerandgas.com.</u>

Renaissance filed supplemental financial information on January 22 and 26, 2015.<sup>5</sup>

#### III. <u>DISCUSSION</u>

3. Our review of the information contained in Renaissance Power & Gas, Inc.'s application, demonstrates that it has met all the prescribed licensing requirements and that the Applicant has the ability and the financial integrity to serve electricity customers in the District of Columbia. The Commission also finds that granting Renaissance Power & Gas, Inc.'s application will serve the public interest. Accordingly Renaissance Power & Gas, Inc.'s application is approved.

#### THEREFORE, IT IS ORDERED THAT:

4. The application of Renaissance Power & Gas, Inc. for a license to conduct business in the District of Columbia as an electricity supplier is hereby **GRANTED**. Renaissance Power & Gas, Inc.'s license is effective upon issuance of this Order.

A TRUE COPY:

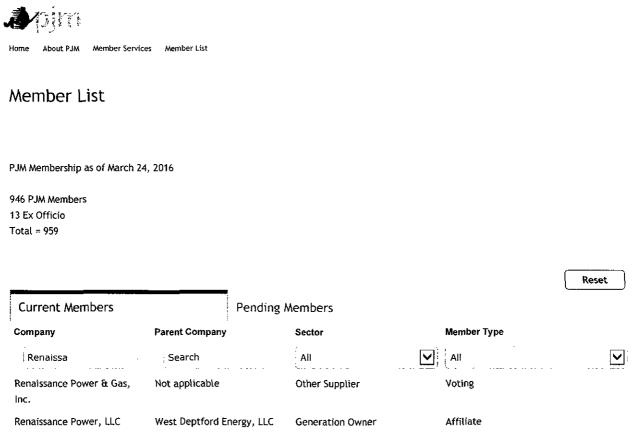
**BY DIRECTION OF THE COMMISSION:** 

Buide Deathert . Steerich

**CHIEF CLERK:** 

BRINDA WESTBROOK-SEDGWICK COMMISSION SECRETARY

<sup>&</sup>lt;sup>5</sup> Formal Case No. EA 2014-32, Renaissance filed supplemental financial information on January 22 and 26, 2015.



4.

Total: 2

## Exhibit B-2 "Experience & Plans" Renaissance Power & Gas, Inc.

Renaissance Power & Gas, Inc. is an active Retail Electric and Natural Gas Supplier serving customers in both commodities in New York, and retail electric customers in the District of Columbia. Renaissance also is a member of NYISO and PJM.

Renaissance Power & Gas, Inc. has contracted with Customized Energy Solutions, Ltd. of Philadelphia for the provision of some of the operational aspects of its business. CES is a leading provider of end-to-end comprehensive services to retail energy providers throughout deregulated markets. A summary of Renaissance's proposed operations is below.

## **Product:**

Renaissance plans to offer energy only products at both fixed and variable rates to residential, commercial and industrial customers in Ohio. Renaissance may also develop and market renewable energy products to its customers, but has not determined the specific resource mix of its renewable products.

## **Utility Zones:**

Renaissance plans to serve customers throughout the Duke Energy Ohio Service Territory.

## **Customer Acquisition:**

Renaissance Power has established channels for customer acquisition. Following the completion of the approval process with the Public Utilities Commission of Ohio, Renaissance plans to simultaneously initiate research into the local market so as to address demographic preferences, and set about choosing the appropriate call centers for partnership in initiating customer contact. Renaissance will only utilize call centers that have a proven track record of ethical sales practices. Once a call center is engaged with Renaissance, they are fully briefed on Renaissance's best practice expectations and given a strict Code of Conduct (attached), as well as a script, tailored to the relevant geographical area and product (based on the research mentioned above). The script is to be followed in contacting and speaking with prospective customers. Through the welcoming document provided at the outset of any new call center engagement, the call center and its representatives are immediately made aware of Renaissance's corporate mission, as well as the potential for growth assuming that they faithfully follow the code of conduct. Finally, the call center is required to sign a legally binding sales agreement.

## • Training:

Once a call center is engaged for operations, Renaissance's Chief of Qualify Control holds a training meeting by Skype with the targeted call center to cover the content provided in the Power Point Introduction, the Code of Conduct, Welcoming Mission Statement, and Call Center Script. Renaissance devotes significant resources to communicating expectations and guidelines with the call center through the training process to ensure that ethical compliance with all standards before going live. The center's floor manager and possibly some of their

head call center reps are expected attendance at the final training session. The code of conduct is reviewed in particular detail to clarify expectations and create a set standard for performance.

## • Oversight Procedures:

Every customer is protected by third party verification (TPV). All TPV's are recorded and subsequently reviewed by Renaissance's own in-house Quality Control Unit for validity and any possible violations of the code of conduct. TPV's that indicate that the customer is not correctly informed or does not fully understand the product that they are signing up for are rejected. Renaissance works diligently to ensure that from the outset all customers are familiar and satisfied with the service they will receive.

## Customer Service:

Renaissance's customer service center is managed by a three year market veteran. Calls are answered Monday through Friday 9 AM to 5 PM with calls returned promptly if lines are busy. After hours calls are returned early the following morning. At the customer's request, he/she may be taken off enrollment.

Any complaint received from the Public Service Commission of Ohio staff will be handled immediately and directly by one of Renaissance's company Officers.

Should it be determined that a customer was enrolled illegally, Renaissance will ensure that the call center representative responsible is terminated. Should this occur again, then the call center itself will be terminated.

If Renaissance should determine through Quality Control that one of the call center representatives is violating the Code of Conduct following the training period, Renaissance will exclude that rep from further participating in the business. If there should be further violation of Renaissance's code, then the call center itself is terminated and Renaissance will look for other vendors for training and development.

Renaissance ensures that the customer service number is readily available to all customers through a number of channels—at the time they sign up, through the Third Party Verification, on their Terms and Conditions, and on customer bills. Renaissance welcomes customer feedback.

Renaissance has found that comprehensive call center and representative training results in decreased need for customer service attention to negative feedback, and results in fewer customer complaints. Increased concerns received by Customer Service from customers signal increased vigilance in Renaissance's quality control.

## **EDI and Billing Operations:**

Customized Energy Solutions, Ltd. will provide Electronic Data Interchange ("EDI") services for customer enrollment, billing and other needs pertaining to receiving customer data from utility companies.

Renaissance plans to bill its customers through utility consolidated billing.

## **Energy Forecasting, Procurement and Scheduling:**

Customized Energy Solutions will support Renaissance's needs for energy forecasting, procurement and scheduling. This includes:

- Short and long term forecasting
- Scheduling load based on short term load forecast in the day ahead and real time markets
- Submitting Renaissance load schedules in accordance with utility and ISO procedures

## **ISO Settlement Services:**

Customized Energy Solutions will support Renaissance's interaction with PJM, this includes:

- Obtain settlement statements from ISO
- Verify settlement statements
- Conduct retail settlement processes based on customer account billing consumption data
- Verification and reporting of retail settlement

## Pricing:

Customized Energy Solutions will support Renaissance in developing strategies for retail pricing, this includes:

- Assistance in setting up a pricing and tracking system for customers.
- Develop Pricing model to help in establishing a forecast of pass-through costs.

## **Renewable Portfolio Management Services:**

Customized Energy Solutions will assist Renaissance with compliance with all renewable portfolio standards obligations including:

- Evaluating opportunities and making suggestions on strategies for compliance with RPS standards
- Ensuring that renewable energy attribute obligations are satisfied

#### **Customer Acquisition**

Renaissance Power has established channels for customer acquisition. As soon as approval is obtained to open in the Cincinnati, OH region, we would simultaneously initiate research into the local market so as to address demographic preferences, and set about choosing the appropriate call centers which will make customer contact.

We utilize call centers that have a proven track record with us for ethical sales. They are fully briefed on our expectations and given a strict Code of Conduct (attached), as well as a script, tailored to the relevant geographical area and product (based on the research mentioned above). The script is to be followed in contacting and speaking with prospective customers. In our welcoming document, the call center and its representatives are immediately made aware of our corporate mission, as well as the potential for growth assuming that they faithfully follow the code of conduct. Finally, the call center signs a legally binding sales agreement with us.

#### Training:

With our power point Introduction, the Code of Conduct, welcoming mission statement, and Call Center Script in hand, our chief of Quality Control now holds a training meeting by Skype with the targeted call center. Hours are devoted to communicating with the call center and training on this project to insure its ethical compliance before it goes live. The center's floor manager and possibly some of their head call center reps are in attendance at the final training session. The code of conduct is reviewed in particular detail to clarify expectations and create a set standard for performance.

#### **Oversight Procedures:**

Every customer is protected by third party verification (TPV). All TPV's are recorded and subsequently reviewed by our own in-house Quality Control Unit for validity and any possible violations of the code of conduct. TPV's that indicate that the customer is not correctly informed or does not fully understand what he is signing up for are rejected as customers. We work hard to insure upfront that all of our customers are familiar and satisfied with the service they will receive from us.

#### **Customer Service**

Our customer service center is handled directly by a three year veteran. Calls are answered Monday through Friday 9 AM to 5 PM with calls returned promptly if lines are busy. After hours calls are returned early the following morning. At the customer's request, he/she may be taken off enrollment. As a possible remedy, we will reimburse any monies, if any, over what utilities would have charged.

Any complaint that goes to the PUCO Resolution System will be handled immediately and directly by one of our company Officers.

Should it be determined that a customer was enrolled illegally, we ensure that the call center representative responsible is terminated. Should this occur again, then the call center itself is terminated.

If we should determine through Quality Control that one of the call center representatives is violating our code of conduct following earlier careful instruction, we exclude that rep from further participating in our business. This generally occasions the call center's termination of that rep. If there should be further violation of our code, then the call center itself is terminated and another one trained and developed.

We make certain that our customer service number is readily available to our clientele through a number of channels—at the time they sign up, through the Third Party Verification, on their Terms and Conditions, and on their billing. We welcome customer feedback.

We have found that comprehensive training of the call center and its representatives will result in decreased need for customer service attention to negative feedback, essentially eliminating customer complaints. Increased concerns received by Customer Service from our customers signal increased vigilance in our quality control.

| Customer Service: ( | (888) | ) 811-0877 |
|---------------------|-------|------------|
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www.renaissancepowerandgas.com

| E | NERGY    |  |
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|             | ENERGY  |
|-------------|---|
| RENAISSANCE | SALES AGREEMENT   |
| POWER & GAS | ENERGY<br>SALES AGREEMENT<br>Combined Residential & Small Non-Residential Service |

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|---|---|--|---|--|--|--|--|--|
| Customer or Business Nam  | <del>0</del> :  | _  |   |  | Date:  |  |  |  |
| Telephone:  | Contact: Utility Name:  |  |   |  |  |  |  |  |
| Service Address:  |   |  | City:   |  |  | State:   |  | ZIP:   |
| Billing Address: en defense and the unit of the   |   |  | City:   |  |  | State:   |  | ZIP:   |
| Duke Electric Account #:  |   |  |   |  |  | -  | ·  | 1  |
| Account Name: House the   | tb  |  | Service/  | Rate Class:  |  | -  | Rep ID:  |  |
|   |   | CUSTOMER DISCLO  | SURE STATEM   | ENT  |  |  |  |  |
| Initial Where Applicable  | Green E   | lectric Variable Rate  |   |  | Fixed R  | ate Elec   | tric   |  |
|   | electricity obtained fro  | e Price shall reflect the cost of<br>m all sources, including energy   |   | Fixed  | Rate of  | \$0.104  | per kWh.   |  |
| Dates   |   | incillaries, as well as related<br>ibution charges, other market   |   | Cust   | omer In  | itial  |  |  |
| Price   |   | plicable taxes, fees and Seller  | 's  | Green Optio  | n Fixed  | Rate of a  | \$0.109 per  | kWh.   |
|   | Customer Initial  |  |   | Custo  | omer Ini   | itial  |  |  |
| Length of<br>Agreement and end date   | The initial term of this agreement shall be 30 days. For The initial term of this more details, see Sect. 2 Term below. Sect. 2 Term below.   |  |   | l term of this agreem<br>erm below.  | ient sha   | l be 12 n  | nonths. For  | r more details, see  |
| Rescinding Agreement  | Residential customer  | may rescind by calling the toll f  | ree number abov   | e within 3 business (  | days of I  | receipt of   | f sales agre   | ement.   |
| Early Termination Fee   | No early termina  | ation fee for variable service.  |   | The early  | termina  | tion fee :   | shall be \$1   | 00   |
| Late payment fee and calculation  | 1.5% per month on ov  | erdue bajances.  |   |  |  |  |  | ·  |
| Provisions for Renewal  |   | ss otherwise agreed to, this Ag<br>hinated by either party. See Se   |   |  | a month  | to monti   | h basis at a   | variable rate  |
| Guaranteed Savings  |   | not offer guaranteed savings be  |   |  | One mor  | th or 12   | months.  |  |
| Green Energy Product  | Both the Green Option   | ovided by Renaissance Power<br>Electricity and Natural Gas Pi  | oducts are 100%   | carbon neutral.  |  |  |  |  |
| Start of Agreement  | This agreement shall<br>Gas is deemed effecti   | commence as of the date custo<br>ve by the LDC.  | omer's notice reg   | arding the change of   | Custom   | ier's prov   | vider to Rei   | naissance Power &  |
| Customer and Renaissance P<br>by individuals authorized to b  | ower & Gas, Inc. have   | caused this Agreement to be  |   |  | ove on t   | he first   | page of thi  | s Agreement,   |
| RENAISSANCE POWER 8   | GAS   |  | Customer Na   | me:  |  |  |  |  |
| By:   |   |  |   |  |  |  |  |  |
| Print Name  |   |  | Print Name -  | NCLUDE TITLE F   | OR BL  | JSINES   | S CUSTO  | DMERS  |
| Title: AUTHORIZED REPRI   | ESENTATIVE  |  |   |  |  |  |  |  |
| Signature   |   |  | Signature   |  |  |  |  |  |
|   |   | TENIO  | CONDITIONS  |  |  |  |  |  |
| AGREEMENT TO SELL AND P<br>customer ("Customer") under w<br>Subject to the terms and conditi<br>of energy, as estimated by Ren-<br>delivery schedule of the Electric<br>consumption obtained by Renai<br>may charge a switching fee to C<br>TERM - This Agreement shall c<br>EDU, and shall continue on a n<br>month-to-month basis. Renaiss<br>and conditions. If the EDU reje<br>rejection that Customer will not | hich Customer shall initi<br>ions of this Agreement, I<br>aissance Power & Gas,<br>Distribution Utility (the "<br>ssance Power & Gas or<br>Customer.<br>onthence as of the date<br>nonth to month basis or<br>ance Power & Gas, Inc.<br>cts Customer from enrol | This is an Agreement between I<br>ate electric and/or natural gas<br>Renaissance Power & Gas agr<br>necessary to meet Customer's<br>EDU'). The amount of energy<br>by the EDU's delivery schedule<br>o Customer's notice regarding t<br>for 12 months as specified on<br>may renew this Agreement wit<br>liment, Renaissance Power & | ("energy") servic:<br>ees to sell and fa<br>requirements ba<br>delivered under t<br>b. The EDU will of<br>he change of Cu:<br>Page 1. Upon c<br>hout Customer's<br>Gas, Inc. shali ni | a and begin enrollme<br>cilitate delivery, and<br>sed upon consumpti<br>his Agreement is sub<br>antinue to deliver the<br>stomer's provider to lo<br>completion of the Initia<br>affirmative consent,<br>otify Customer within | ent with I<br>Custom<br>on data<br>bject to c<br>gas sup<br>Renaiss<br>at Term,<br>even wh | Renaissa<br>er agree<br>obtained<br>change b<br>pplied by<br>ance Por<br>, this Agreen there | ance Powe<br>s to purcha<br>l by Renais<br>ased upon<br>Renaissan<br>wer & Gas<br>reement wil<br>s a chang | r & Gas (the "Agreement").<br>ise and accept the quantity<br>sance Power & Gas or the<br>data reflecting Customer's<br>ce Power & Gas. The EDU<br>is deemed effective by the<br>I automatically renew on a<br>e in the rate or other terms |
| *Terms and Conditions on B  | ack   |  |   |  |  |  |  |  |

6539 Harrison Avenue, Suite #1014 Cincinnati, OH 45247

PRICE - The price for all energy sold under this Agreement does not include but shall be subject to all applicable taxes. Utility will invoice Customer monthly for energy delivered under this Agreement, as measured by the EDU, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge per the Utility Policy. If Customer fails to pay each invoice in full within 20 days of the invoice date, then, in addition to any other remedies that it may have, Renaissance Power & Gas may terminate this Agreement upon 15 days written notice to Customer. For fixed price service if usage in any month exceeds the level of usage in the same month in the previous year by ten percent or more ("Base Load"), the Customer, at Renaissance Power & Gas' option, may be charged a variable price for all usage in excess of the Base Load and the fixed price to rusage up to the Base Load. If the usage in any month falls by ten percent or more of the Base Load, the Customer and usage and shall be charged to reduce the fixed price for all usage and shall be charged (up to twenty-four (24) months of Customer's payment history without charge.

BILLING - Customer may receive a single bill for both commodity and delivery costs from either Renaissance Power & Gas or the EDU, or each of the EDU and Renaissance Power & Gas may invoice Customer separately. Failure to make full payment of Renaissance Power & Gas charges due on any consolidated bill prepared by the EDU for Renaissance Power & Gas or meet any agreed-upon payment arrangements will be grounds for Renaissance Power & Gas, Inc. to terminate this Agreement with at least fourteen (14) calendar days' notice. Customer payments remitted in response to a consolidated bill shall be prorated (when so required) in accordance with procedures adopted by the Public Utilities Commission of Ohio. A fee may be charged by the EDU for all returned payments.

SERVICE – Renaissance Power & Gas will establish an energy transportation program for Customer with its EDU in accordance with the EDU's procedures. This may require Customer to enter into a transportation agreement under EDU's transportation service agreement. Renaissance Power & Gas will act on Customer's behalf to provide coordination functions hereunder, including, but not limited to nominating, scheduling and balancing. Renaissance Power & Gas will supply Customer's full requirements for energy at all facilities listed in this Agreement on a firm basis, and will be responsible for any penalties imposed by the EDU for failure to deliver. Customer agrees to purchase all its energy requirements from Renaissance Power & Gas on a firm basis.

DELIVERY POINT, TITLE AND TAXES - For Gas Customers, Renaissance Power & Gas will deliver Customer's energy supply to the transfer point where gas first enters the interstate pipeline. Title to, and risk of loss of the energy will pass from Renaissance Power & Gas to Customer at the transfer point(s). Renaissance Power & Gas warrants good title to the energy sold and delivered to Customer. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of energy. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with Renaissance Power & Gas.

CONSUMER PROTECTION - The services provided by Renaissance Power & Gas to Customer are governed by the terms and conditions of this Agreement. Customer may obtain additional information by contacting Renaissance Power & Gas at 1-888-811-0877 or the Public Utilities Commission of Ohio ("PUCO") at 1-800-686-7826 or through its website at <a href="http://www.puco.ohio.gov">http://www.puco.ohio.gov</a>.

(7) calendar days following the postmark date on the EDU's confirmation notice; ii) Customer may rescind Renaissance Power & Gas, Inc.'s enrollment without penalty within seven (7) calendar days following the postmark date on the EDU's confirmation notice; ii) Customer has the right to terminate this Agreement without penalty if Customer moves outside Renaissance Power & Gas, Inc.'s service territory or into an area where Renaissance Power & Gas, Inc. charges a different rate; iii) should a complaint or dispute arise at any time during the Contract Term of this Agreement and the complaint is not resolved after Customer has called Renaissance Power & Gas, Inc. and/or their EDU, or for general utility information, Customer may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m., weekdays, or at http://www.puco.ohio.gov; hearing or speech impaired customers may contact PUCO via 7-1-1 (Ohio Relay Service); iv) Renaissance Power & Gas, Inc.'s own collections and credit reporting, participation in programs funded by the universal service fund as detailed in Section 4928.52 of the Revised Code, or assigning this Agreement to another CRES; v) If Customer switches back to the EDU, customer may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDU; vi) Renaissance Power & Gas, Inc. does not offer budget billing for the generation portion of Customer's invoice; vii) Failure to pay EDU charges may result in Customer's disconnection from service in accordance with the terms of the EDU tariff; and (viii) If, due to a change in market conditions, Renaissance Power & Gas, Inc. wishes to lower the price per kilowatt hour charged to Customer under this Agreement, Renaissance Power & Gas, Inc. may do so without consent provided there are no changes to the terms and conditions of the Agreement.

CANCELLATION - Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to the EDU for commodity supply service, and Customer is liable for all Renaissance Power & Gas charges until Customer's switch to the EDU or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the EDU or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided.

WARRANTY- This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Renaissance Power & Gas. Renaissance Power & Gas makes no representations or warranties other than those expressly set forth in this Agreement, and Renaissance Power & Gas expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

FORCE MAJEURE -- In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's EDU or Renaissance Power & Gas' transportation capacity, or Customer's EDU appropriation of energy, etc, the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of energy under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

obligations cannot be excused as a result of a force majeure event. LIABILITY - The remedy in any claim or suit by Customer against Renaissance Power & Gas will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Renaissance Power & Gas or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

MEASUREMENT - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the EDU.

DISPUTE RESOLUTION - In the event of a billing dispute or a disagreement involving Renaissance Power & Gas' service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Renaissance Power & Gas by telephone or in writing as provided above. If Customer's complaint is not resolved after contacting Renaissance Power & Gas, Inc. and/or the EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.pickocc.org. The customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

ASSIGNMENT- Customer may at any time assign its interests in and obligations under this Agreement to another Party ("Assignee") with i) the express written consent of Renaissance Power & Gas, Inc. and ii) Satisfactory credit approval of the Assignee by Renaissance Power & Gas, Inc. Renaissance Power & Gas may seil, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the Public Utilities Commission of Ohio.

REGULATORY CHANGES - This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

CREDIT – Renaissance Power & Gas, Inc. shall establish reasonable and nondiscriminatory creditworthiness standards and may require a deposit or other reasonable demonstration of creditworthiness from the Customer as a condition of providing service. Utilizing commercially reasonable standards to assess Customer's creditworthiness, should Renaissance Power & Gas, Inc. decide it necessary to require a deposit from Customer, the deposit shall act as sufficient evidence of Customer's creditworthiness, should Renaissance Power & Gas, Inc. decide it necessary to require a deposit from Customer, the deposit shall act as sufficient evidence of Customer's creditworthiness in initiate service and will be refunded in full, without interest, upon i) Satisfactory payment in full of all outstanding invoices, ii) Satisfactory completion and termination of this Agreement, and/or iii) Customer cancellation of the Agreement within the Rescission Period. Should the Customer cancel the contract during the Rescission Period, the deposit shall be returned to the Customer within seven (7) business days. The Rescission Period shall be defined, as applicable to Residential and Small Commercial Customers, as seven (7) calendar days following a confirmation notice from the EDU. Customer shall be provided with a receipt for any deposit within ten (10) business days of the date the deposit is collected. The deposit shall be applied to the Customer's final bill and any excess shall be refunded to Customer upon termination of service. RENAISSANCE POWER & GAS CONTACT INFORMATION - Customer may contact Renaissance Power & Gas' Service Contact Center at 1-888-811-0877, Monday through

RENAISSANCE POWER & GAS CONTACT INFORMATION - Customer may contact Renaissance Power & Gas' Service Contact Center at 1-888-811-0877, Monday through Friday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Renaissance Power & Gas, Inc., 6539 Harrison Ave., Ste. 1014, Cincinnati, OH 45247, You may also contact the Public Utilities Commission of Ohio ("PUCO") for inquiries regarding the competitive retail energy market at 1-800-686-7826 (Util free) from eight a.m. to five p.m. weekdays, or at http://www.puco.ohio.gov; hearing or speech impaired customers may contact the Public Utilities Commission of Ohio via 7-1-1 (Ohio Relay Service). Emergency Service; Emergency Service Contacts. In the event of a gas leak, electric power outage or other emergency, please use the following foll-free numbers to directly

contact your utility, 24 hours a day, 7 days a week: Duke Energy Ohio, 1-800-543-5599 (Electric Problems); 1-800-634-4300 (Gas Problems). CHOICE OF LAWS - Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in Ohio. This Agreement

shall be construed under and shall be governed by the laws of Ohio without regard to the application of its conflicts of law principles. PARTIES BOUND - This Agreement is binding upon the parties hereto and their respective successors and legal assigns. This Agreement must be signed and executed by both Parties to be valid.

CONFIDENTIALITY- Customer agrees that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Renaissance Power & Gas.

\*Terms and Conditions on Back

6539 Harrison Avenue, Suite #1014 Cincinnati, OH 45247

# Renaissance Power & Gas, Inc.

**Marketing, Training** 

# and

**Quality Assurance Program** 

## Dated: March 14, 2016

# Renaissance Power & Gas, Inc. Marketing Training and Quality Assurance Program

## I. Introduction

The goal of **Renaissance Power & Gas, Inc.** is to empower customers with the ability to make informed choices regarding the energy products and services offered by **Renaissance Power & Gas, Inc.** in the evolving competitive retail energy market. To achieve this goal it is necessary for customers during the marketing process and in their interactions with **Renaissance Power & Gas, Inc.** and its representatives, to be provided relevant and timely information in a clear, comprehensible and lawful manner.

The **Renaissance Power & Gas, Inc.** Marketing Training and Quality Assurance Program ("Program") provides the requisite training and review standards that will govern the operation of **Renaissance Power & Gas, Inc.**'s marketing programs and modalities. This Program is designed to ensure that all marketing efforts are conducted in a manner consistent with applicable legal standards and best practices, marketing representatives are conversant with the competitive retail energy market and the products and services offered by **Renaissance Power & Gas, Inc.**, and that the information provided to customers is accurate, relevant and understandable.

The Program will be implemented under the supervision of the President and/or the Director of Sales and Marketing.

## II. Training of Employee Representatives

A. All individuals hired by **Renaissance Power & Gas, Inc.** to engage in solicitation or marketing of its products and services will undergo a training program that covers the following components:

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- Information describing the development and current state of the deregulated retail competitive market, focusing upon the differing roles of the Renaissance Power & Gas, Inc. and the local distribution utility ("LDU").
- Knowledge of the relevant sections of the state Uniform Business Practices ("UBP"),
- 3. Knowledge of other applicable laws, rules and regulations;
- 4. Information concerning the products and services offered by Renaissance Power & Gas, Inc., including details of Renaissance Power & Gas, Inc.'s rates, payment options, agreement terms, and the customers' right to cancel, including the applicability of any early termination fee;
- 5. Knowledge of the applicable provisions of the Home Energy Fair Practices Act that pertain to residential customers; and
- The requirement to provide the customer with a toll-free number from which the customer may obtain information about **Renaissance Power & Gas**, **Inc.**'s mechanisms for handling billing questions, disputes, and complaints.
- 7. The appropriate manner and attitude to be displayed to customers during the solicitation/marketing process.
- B. In addition to the matters noted above, the training will also emphasize the importance of the following standards:
  - The representative should never make false or misleading representations including misrepresenting rates or savings offered by Renaissance Power & Gas, Inc..
  - 2. The representative should always clearly identify himself and state that he/she is soliciting on behalf of **Renaissance Power & Gas, Inc.**

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- 3. The representative shall provide each prospective residential customer or customer that is marketed to via door to door marketing, with a copy of the ESCO Consumers Bill of Rights, before the marketer makes his or her sales presentation.
- 4. In the case of in-person marketing, display the **Renaissance Power & Gas**, **Inc.** photo-ID.
- 5. The representative should never represent that the **Renaissance Power & Gas, Inc.** marketing representative is an employee or representative or acting on behalf of a distribution utility.
- 6. The representative should always cover the subjects listed in the Customer Disclosure Statement.
- 7. The representative must adhere to the standards applicable to each type of marketing approach.

**Renaissance Power & Gas, Inc.** will emphasize that all representatives are obligated to comply with the information and standards provided during the Program and failure to so comply is grounds for immediate termination of employment.

The training will consist of written texts provided to the employee representative as well as classroom instructions provided initially to new employee representative and two sessions per year to all employee representatives.

## III. Quality Assurance Program

Renaissance Power & Gas, Inc. will apply various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with Renaissance Power & Gas, Inc.'s best practices and training standards. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to incentivize representatives to act responsibly and will be implemented in a workable and effective manner.

## A. In-House Telemarketing

1. **Renaissance Power & Gas, Inc.** will design and review the marketing script to be used for all sales solicitations.

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- 2. All telemarketing will comply with applicable Do-Not-Call laws and regulations.
- 3. The solicitation will be designed to comply with the provisions of UBP regarding ESCO Consumer Bill of Rights.
- 4. The representative will be provided with current accurate data concerning the products and services offered by **Renaissance Power & Gas, Inc.**
- 5. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
- 6. Renaissance Power & Gas, Inc. will design and review the script used for telemarketing verification. All representatives must perform recordings and/or verifications through either independent third party verification companies hired by Renaissance Power & Gas, Inc. or an automated voice verification system owned and operated by Renaissance Power & Gas, Inc. All recordings and TPV will follow the requirements codified in the UBP and will designed to confirm to he customer's intent to either initiate and enroll supply service with Renaissance Power & Gas, Inc. or to continue or modify the service they receive from Renaissance Power & Gas, Inc.
- 7. Renaissance Power & Gas, Inc. Quality Control Division will, on a random and regular basis, review a meaningful sample of sales recordings and verifications to ensure that the representative is following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. Renaissance Power & Gas, Inc. will work with the representative to address any identified deficiency. Renaissance Power & Gas, Inc. will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with Renaissance Power & Gas, Inc.'s quality control standards.
- 8. Copies of all Sales Agreement Terms & Conditions will be mailed within 3 business days after agreement occurs to each customer that is enrolled by **Renaissance Power & Gas, Inc.** as required under the UBP, using Sales Agreement forms that have been previously reviewed by **Renaissance Power & Gas, Inc.** counsel and submitted to the Department of Public Service (Department).
- 9. **Renaissance Power & Gas, Inc.** Quality Control Division will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.

## A. Electronic and Internet Marketing

- 1. The website solicitation and materials will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with **Renaissance Power & Gas, Inc.** or to continue or modify the service they receive from **Renaissance Power & Gas, Inc.**
- 2. The ESCO Consumer Bill of Rights should be provided as a nonavoidable screen which residential customer must affirmatively click to verify they have seen the document prior to enrollment.
- 3. The website will incorporate the matters listed in the Customer Disclosure Statement.
- 4. The website will include the latest product offers available from **Renaissance Power & Gas, Inc.**
- 5. The website will incorporate all the requirements and standards set forth in UBP.
- 6. Within 3 business days of final agreement to initiate service, **Renaissance Power & Gas, Inc.** will send an electronic confirmation notice to the customer at the customer's e-mail address.
- 7. **Renaissance Power & Gas, Inc.** will on a random and regular basis review a meaningful sample of electronic sales to ensure that the website is following the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.

## B. Door-to-Door Marketing (DTD)

1. This applies to DTD sales and are generally defined to mean a sale, lease or rental of consumer goods or services in which the seller or his representative personally solicits the sale, including those in response to or following an invitation by the buyer, and the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller.

- 2. All DTD sales representatives will, to the maximum possible extent, be retained as employees of **Renaissance Power & Gas, Inc.** and will be primarily compensated by salary rather than on a commission basis.
- 3. The training for DTD salespersons will, in addition to covering the items listed in Section II above, emphasize the provisions of UBP.
- 4. The following standards will also be emphasized and incorporated in the solicitation script: the need to produce and make visible the Renaissance Power & Gas, Inc. photo-ID ; provide a copy of the ESCO Consumer Bill of Rights and an identifying business card; the salesperson shall inform the customer that he/she represents Renaissance Power & Gas, Inc., an independent energy marketer; inform the customer that the customer's utility will continue to deliver their energy and will respond to any leaks or emergencies; the obligation to provide the customer with written information regarding Renaissance Power & Gas, Inc.'s products and services immediately upon request which shall include Renaissance Power & Gas, Inc.'s name and telephone number for inquires, verification and complaints; and where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the representative or where the customer or another third party informs the representative of this circumstance, the representative shall either find a representative in the area who is fluent in the customer's language to continue the marketing activity in his/her stead or terminate the in-person contact with the customer.
- 5. The sales person will also be instructed regarding the provisions of pertinent Ohio Personal Property Law.
- 6. All materials and agreements provided to the customer will comply with and be provided to the customer in conformance with the Ohio UBP.
- 7. A new salesperson will be accompanied by a Supervisor during their initial marketing visit to ensure that the salesperson conducts the solicitation in accordance with **Renaissance Power & Gas, Inc.**'s standards. The salesperson will be informed of any deficiencies and the corrective action (s) to be taken.
- 8. All marketing teams will be sent out under the supervision of a Team Supervisor, who will be available to respond to questions and inquiries.

- 9. All salespersons and Team Leaders will keep a log showing rep's names, time of day and which Zip Code they are soliciting in and turn in daily.
- 10.All representatives must perform verifications through either independent third party verification companies hired by **Renaissance Power & Gas, Inc.** or an automated voice verification system owned and operated by **Renaissance Power & Gas, Inc.** All recordings and TPV will follow the requirements codified in the UBP and will designed to confirm the customer's intent to either initiate and enroll supply service with **Renaissance Power & Gas, Inc.** or continue or modify the service they receive from **Renaissance Power & Gas, Inc.**. **Renaissance Power & Gas, Inc.** will design and review the script used for such DTD verification to ensure all points are included in compliance with UBP Section 5 Attachment 3.
- 11. Renaissance Power & Gas, Inc. will on a random and regular basis conduct in-field reviews of the DTD solicitations to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. Renaissance Power & Gas, Inc. will work with the representative to address any identified deficiency. Renaissance Power & Gas, Inc. will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with Renaissance Power & Gas, Inc.'s quality control standards.
- 12. Renaissance Power & Gas, Inc. will on a random and regular basis review a meaningful sample of verifications to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. Renaissance Power & Gas, Inc. will work with the representative to address any identified deficiency. Renaissance Power & Gas, Inc. will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with Renaissance Power & Gas, Inc.'s quality control standards.
- 13. **Renaissance Power & Gas, Inc.** will design and review the marketing script and verifications to be used for all DTD sales solicitations.
- 14. **Renaissance Power & Gas, Inc.** will conduct background checks on all prospective DTD salespersons to ensure they are suitable for employment with **Renaissance Power & Gas, Inc.**

- 15. The DTD salesperson shall be required to wear a shirt and/or jacket provided by **Renaissance Power & Gas, Inc.** that contains the **Renaissance Power & Gas, Inc.** logo and otherwise dress in a neat and presentable manner.
- 16. The DTD salesperson shall be required to wear in a conspicuous location the **Renaissance Power & Gas, Inc.** photo-ID.

## C. In Person Marketing (other than DTD)

- 1. **Renaissance Power & Gas, Inc.** will design and review the marketing script to be used for all sales solicitations.
- 2. The representative will be provided with current accurate data concerning the products and services offered by **Renaissance Power & Gas, Inc.**
- 3. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
- 4. Renaissance Power & Gas, Inc. will on a random and regular basis review the agreements obtained through In-person solicitations to help ensure that best practices and the standards set forth in this Program are being implemented. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. Renaissance Power & Gas, Inc. will work with the representative to address any identified deficiency. Renaissance Power & Gas, Inc. will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with Renaissance Power & Gas, Inc.'s quality control standards.
- 5. Copies of all Sales Agreements will be provided to each customer that is enrolled by **Renaissance Power & Gas**, **Inc.** as required under the UBP, using Sales Agreement form that have been previously reviewed by **Renaissance Power & Gas**, **Inc.** counsel and submitted to the Department, that are designed to comply with Ohio code.
- 6. **Renaissance Power & Gas, Inc.** will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.

- 7. The salesperson shall be required to wear in a conspicuous location the **Renaissance Power & Gas, Inc.** photo-ID, and hand the customer a copy of the Consumer Bill of Rights and identifying business card.
- 8. The training of the salespersons will, in addition to covering the items listed in Section II above, will also emphasize the provisions of UBP.

## D. Direct Mail Marketing

- 1. **Renaissance Power & Gas, Inc.** will review and prepare all materials used in a direct mail solicitation.
- 2. Customers will be provided with complete copy of the Sales Agreement including the Customer Disclosure Statement and a Consumer Bill of Rights.
- 3. **Renaissance Power & Gas, Inc.** will employ direct mail solicitations that are consistent with the UBP and applicable law.

#### E. External Marketing

This section outlines the procedures applied by Renaissance Power & Gas, Inc. where it retains the services of outside vendors on a contractual basis to provide marketing services on behalf of Renaissance Power & Gas, Inc.

- 1. Renaissance Power & Gas, Inc. will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of Renaissance Power & Gas, Inc.
- 2. **Renaissance Power & Gas, Inc.** will require the provision of at least two references.
- 3. **Renaissance Power & Gas, Inc.** will require the vendor to conduct marketing activities consistent with the provisions of the Program.
- 4. Renaissance Power & Gas, Inc. will provide the vendor Renaissance Power & Gas, Inc.'s written training materials.
- 5. Renaissance Power & Gas, Inc. will prepare all sales and verification scripts used by the vendor.

- 6. The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by **Renaissance Power & Gas, Inc.**
- 7. Vendors retained by **Renaissance Power & Gas, Inc.** must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.
- 8. Vendor will record every telephonic contact with prospective customers and provide to **Renaissance Power & Gas, Inc.** for review, via FTP server. Any sale without a recording will be rejected. All calls must be uploaded to the FTP, not just sales.
- 9. Sales recordings and TPV recordings are reviewed by **Renaissance Power & Gas, Inc.** and if any errors are detected, Quality Control will mark the sale as "TPV Failed." If any calls are found to be noncompliant with UBP Code, the sales group will be corrected and if found to continue, the group will be terminated.
- 10. Renaissance Power & Gas, Inc. will issue a charge back on any commission related DTD or telemarketing if the account is terminated prior to the completion of two billing cycles.

## B. Dispute Resolution Process

**Renaissance Power & Gas, Inc.** will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and shall respond promptly to complaints forwarded by the Department.

- 1. When **Renaissance Power & Gas, Inc.** receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature.
- 2. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry to a Supervisor, who will review the matter and respond to the customer within five (5) business days.

- 3. Upon receipt of a complaint forwarded by the Commission or other governmental agency, **Renaissance Power & Gas, Inc.** will respond within ten (10) days and in accordance with the direction provided by the Commission or other agency.
- 4. **Renaissance Power & Gas, Inc.** will cooperate with the Department and the Commission regarding marketing practices proscribed by the UBP and with local law enforcement in investigations concerning deceptive marketing practices.
- 5. In the event of any dispute involving a sales agreement and/or authorization, Renaissance Power & Gas, Inc. will provide a copy of the customer's acceptance of the sales agreement and/or authorization for release of information or provide on-line access to the acceptance and/or authorization within five (5) calendar days after a request from the Department.

## C. Document Retention

**Renaissance Power & Gas, Inc.** will retain written agreements and/or authorizations for two (2) years from the effective date of the agreement and/or authorization or for the length of the agreement whichever is longer.

## D. Modification

The Program may be subsequently modified or revised to accommodate changing business operations, regulatory requirements, and interactions with customers.

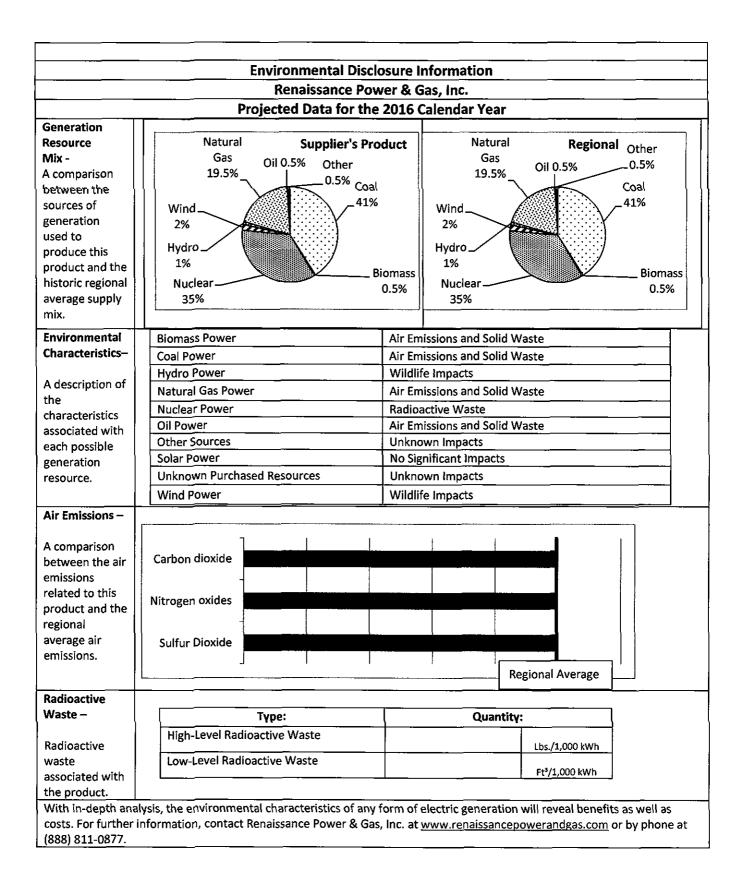
## Exhibit B-3 "Summary of Experience" Renaissance Power & Gas, Inc.

Renaissance Power & Gas, Inc. ("Renaissance") has been an active retail energy supplier since 2014, and currently serves customers in New York and the District of Columbia. Renaissance intends to serve residential, commercial, and industrial customers in the Duke Energy utility service territory in Ohio.

## Exhibit B-4 "Environmental Disclosure" Renaissance Power & Gas, Inc.

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Please see the attached annual Environmental Disclosure for Renaissance Power & Gas, Inc., which complies with all requirements set forth in OAC 4901:1-21-09.



## Exhibit B-5 "Disclosure of Liabilities and Investigations" Renaissance Power & Gas, Inc.

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Renaissance Power & Gas, Inc. does not have any existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact its financial or operational status or ability to provide the services for which we are seeking to be certified to provide.

## Exhibit B-6 "Disclosure of Consumer Protection Violations" Renaissance Power & Gas, Inc.

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No person, predecessor, or principal officer of Renaissance Power & Gas, Inc. has ever been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.

## <u>Exhibit B-7 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"</u> Renaissance Power & Gas, Inc.

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No person, predecessor, or principal officer of Renaissance Power & Gas, Inc. has ever had any certification, license, or application to provide retail or wholesale electric service denied, curtailed, suspended, revoked, or cancelled within the past two years.

## Exhibit C-1 "Annual Reports" Renaissance Power & Gas, Inc.

Renaissance Power & Gas, Inc. does not have shareholders and therefore, no Annual Reports to include.

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## <u>Exhibit C-2 "SEC Filings"</u> Renaissance Power & Gas, Inc.

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Renaissance Power & Gas, Inc. is not required to file with the SEC, as it is a privately held corporation.

## Exhibit C-3 "Financial Statements" Renaissance Power & Gas, Inc.

Documentation submitted in connection with this Exhibit will be filed under seal pursuant to Ohio Admin. Code 4901:1-27-08(A).

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## Exhibit C-4 "Financial Arrangements" Renaissance Power & Gas, Inc.

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Documentation submitted in connection with this Exhibit will be filed under seal pursuant to Ohio Admin. Code 4901:1-27-08(A).

## Exhibit C-5 "Forecasted Financial Statements" Renaissance Power & Gas, Inc.

Documentation submitted in connection with this Exhibit will be filed under seal pursuant to Ohio Admin. Code 4901:1-27-08(A).

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## <u>Exhibit C-6 "Credit Rating"</u> Renaissance Power & Gas, Inc.

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Please see the Dun and Bradstreet Report included in Exhibit C-7.

# Exhibit C-7 "Credit Report"

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## Renaissance Power & Gas, Inc.

Please see the enclosed Dun and Bradstreet Report.

#### Dun & Bradstreet Business Information Report: RENAISSANCE POWER & GAS, INC. Exhibit C-7 "Credit Report" - Renaissance Power & Gas, Inc.

This Dun & Bradstreet report is provided for your company's internal review. It may not be used for any other purpose or shared.

#### **Business Information Report**

| User Id: m.bird@renpowandgas.com   |   | Report Printed: Wednesday April 06, 2016 05:56 Pl   |  |  |  |
|--|---|---|--|--|--|
| Business Summary   |   |   |  |  |  |
| Company Name:<br>Physical Address:<br>Physical City:<br>Physical State:<br>Physical State:<br>Physical Zip:<br>Telephone:<br>Chief executive:<br>Year started:<br>Employs:<br>Financial statement date:<br>Sales F:<br>Net Worth F:<br>History:<br>SiC;<br>Line of business: | RENAISSANCE POWER & GAS, INC.<br>4040 5 Eastern Ave Ste 320<br>Las Vegas<br>NV<br>89119<br>888 811-0877<br>KEVIN TEXTON, CEO<br>2011<br>5<br>2015-12-31<br>\$3,368,856<br>\$292,811<br>CLEAR<br>4911<br>Energy Services | D-U-N-S Number: 078356973<br>Additional services to monitor and build<br>your Dun & Bradstreet file are available<br>through Dun & Bradstreet's CreditBuilder<br>service. Good credit is the lifeline of your<br>business. It enables you to obtain funding<br>for things like expansion, capital<br>expenditures, research and development,<br>and staffing. To speak with a Credit<br>Advisor today, call 888-814-1435. |  |  |  |

#### **Special Events**

#### 2014-10-31

Business address has changed from 7848 W Sahara Ave, Las Vegas, NV, 89117 to 4040 S. Eastern Ave Ste 320, Las Vegas, NV, 89119.

The Chief Executive Officer is now Kevin Texton, CEO.

#### History

The following information was reported 03/17/15:

KEVIN TEXTON, CEO Officer(s): MAUREEN BIRD, DIR OF OPERATIONS CHARLENE LAW, GENERAL MGR

The Nevada Secretary of State business registrations file showed that Renaissance Power & Gas, Inc was registered as a Corporation on May 13, 2011.

Business started 2011, 61% of capital stock is owned by Kevin Texton.

KEVIN TEXTON. Antecedents are unknown.

MAUREEN BIRD, Antecedents are unknown.

CHARLENE LAW. Antecedents are unknown.

Business address has changed from 1771 E Flamingo Rd Ste 115a, Las Vegas, NV, 89119 to 7848 W Sahara Ave, Las Vegas, NV, 89117. Business address has changed from 7848 W Sahara Ave, Las Vegas, NV, 89117 to 4040 S. Eastern Ave Ste 320, Las Vegas, NV, 89119.

#### **Business Registration**

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF 2016-03-28

| Registered Name:        | RENAISSANCE POWER & GAS, INC.  |
|-------------------------|--|
| Business type:          | DOMESTIC CORPORATION   |
| Corporation type:       | PROFIT   |
| Date incorporated:      | 2011-05-13   |
| State of Incorporation: | NEVADA   |
| Filing date:            | 2011-05-13   |
| Registration ID:        | E0279442011-4  |
| Status:                 | ACTIVE   |
| Where filed:            | CORPORATION DIV, CARSON CITY, NV   |
| Principals:             | CAROLE TALBERT, PRESIDENT, 7848 W. SAHARA AVE., LAS VEGAS, NV, 891170000 |

## Operations

2015-03-17

Description: Provides energy services (100%).

Terms are upon contract. Sells to commercial concerns. Territory : New York.

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#### 4/8/2016

| Employees:  | 5 which includes officer(s) and 3 part-time.                       | Exhibit C-7 "Credit Report" - Renaissance Power & Gas, Inc. |
|-------------|--|---|
| Facilities: | Leases 1,600 sq. ft. on 3rd floor of a three story brick building. |   |
| Location:   | Commercial section on well traveled main street.                   |   |
|             | c  |   |

#### SIC & NAICS

| SIC:     |                              | NAICS: |                             |
|----------|------------------------------|--------|-----------------------------|
| 49119901 | Distribution, electric power | 221122 | Electric Power Distribution |

#### PAYMENT SUMMARY

The Payment Summary section reflects payment information in Dun & Bradstreet's file as of the date of this report,

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers' primary industries:

|                                  | Total Rcv'd | Total Dollar | Largest High | Within    |        |           | D      | ays Slow |
|----------------------------------|-------------|--------------|--------------|-----------|--------|-----------|--------|----------|
|                                  | (#)         | Amts (\$)    | Credit (\$)  | Terms (%) | <31(%) | 3160(%) 6 | 1-90%) | 90>(%)   |
| Top industries:                  |             |              |              |           |        |           |        |          |
| Lithographic printing            | 1           | 50           | 50           | 100       | -      | -         | -      | -        |
| Other payment categories:        |             |              |              |           |        |           |        |          |
| Cash experiences                 | 0           | 0            | 0            |           |        |           |        |          |
| Payment record unknown           | 0           | 0            | 0            |           |        |           |        |          |
| Unfavorable comments             | 0           | O            | 0            |           |        |           |        |          |
| Placed for collections:          |             |              |              |           |        |           |        |          |
| With Dun & Bradstreet            | 0           | 0            |              |           |        |           |        |          |
| Other                            | 0           | N/A          |              |           |        |           |        |          |
| Total in Dun & Bradstreet's file | 3           | 50           | 50           |           |        |           |        |          |

The highest Now Owes on file is \$0

The highest Past Due on file is \$0

D&B receives over 600 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received,

#### PAYMENT DETAILS

**Detailed Payment History** 

| Date Reported (mm/yy) | Paying Record | High Credit (\$) | Now Owes (\$) | <br>Selling Terms | Last Sale Within (months) |
|-----------------------|---------------|------------------|---------------|-------------------|---------------------------|
| 05/15                 | Ppt           | 50               |               |                   | 1 mo                      |

Payments Detail Key: 30 or more days beyond terms

#### STATEMENT UPDATE

2016-04-04 Fiscal statement dated DEC 31 2015;

| Assets                    |           | Liabilities              |           |
|---------------------------|-----------|--------------------------|-----------|
| Cash                      | 82,570    | Accts Pay                | 158,946   |
| Acets Rec                 | 399,541   | Overpayment From Utility | 5,395     |
| Notes Rec                 | 7,639     | Taxes                    | 47,959    |
| Curr Assets               | 5489,750  | Curr Liabs               | \$212,300 |
| Fixt & Equip              | 6,163     | CAPITAL STOCK            | 258,490   |
| Advance To Sub Contractor | 7,652     | RETAINED EARNINGS        | 34,321    |
| Deposits                  | 1,546     |                          |           |
| Total Assets              | \$505,111 | Total                    | \$505,111 |

From JAN 01 2015 to DEC 31 2015 annual sales \$3,368,856; cost of goods sold \$2,047,505. Gross profit \$1,321,351; operating expenses \$719,783. Operating income \$601,568; other income \$15,145; other expenses \$216,138; net income \$401,575.

Prepared from books without audit,

#### FINANCE

2015-12-26

#### PUBLIC FILINGS

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

| 2016                     | Dun & Bradstreet Business Information Report: RENAISSANCE POWER & GAS, INC.   |
|--------------------------|---|
| UCC Filings              | Exhibit C-7 "Credit Report" - Renaissance Power & Gas, Inc.   |
| Collateral:              | Negotiable instruments and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds<br>Contract rights and proceeds |
| Туре:                    | Original  |
| Sec. party:              | CLEAR CHOICE ENERGY, LLC, WOODBURY, NY  |
| Debtor:                  | RENAISSANCE POWER & GAS, INC.   |
| Filing number:           | 1412218498847   |
| Filed with:              | SECRETARY OF STATE/UCC DIVISION, ALBANY, NY   |
| Date filed:              | 12/21/2014  |
| Latest info Received:    | 12/29/2014  |
| Original UCC filed date: |   |
| Original filing no.:     |   |
| Collateral:              | Inventory and proceeds - Assets and proceeds - Account(s) and proceeds - General Intangibles(s) and proceeds - and OTHERS           |
| Туре:                    | Original  |
| Sec, party:              | BIG APPLE ENERGY, LLC, WOODBURY, NY   |
| Debtor:                  | RENAISSANCE POWER & GAS, INC.   |
| Filing number:           | 1503308110560   |
| Filed with:              | SECRETARY OF STATE/UCC DIVISION, ALBANY, NY   |
| Date filed:              | 03/30/2015  |
| Latest info Received:    | 04/06/2015  |
| Original UCC filed date: |   |
| Original filing no.:     |   |
| Collateral:              |   |
| Туре:                    | Original  |
| Sec. party:              | NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID, SYRACUSE, NY  |
| Debtor:                  | RENAISSANCE POWER & GAS, INC.   |
| Filing number:           | 2014032604-9  |
| Filed with:              | SECRETARY OF STATE/UCC DIVISION, CARSON CITY, NV  |
| Date filed:              | 12/23/2014  |
| Latest info Received:    | 12/29/2014  |
| Original UCC filed date: |   |
| Original filing no.:     |   |
| Collateral:              |   |
| Туре;                    | Original  |
| Sec. party:              | NIAGARA MOHAWK POWER CORPORATION D/B/A NATIONAL GRID, SYRACUSE, NY  |
| Debtor:                  | RENAISSANCE POWER & GAS, INC.   |
| Filing number:           | 20140323233   |
| Filed with:              | SECRETARY OF STATE/UCC DIVISION, CARSON CITY, NV  |
| Date filed:              | 12/19/2014  |
| Latest Info Received:    | 12/22/2014  |
| Original UCC filed date: |   |
| Original filing no.:     |   |
| Collateral:              |   |
| Туре:                    | Original  |
| Sec. party:              | THE BROOKLYN UNION GAS COMPANY D/B/A NATIONAL GRID NY, BROOKLYN,, NY  |
| Debtor:                  | RENAISSANCE POWER & GAS, INC.   |
| Filing number:           | 2014009033-9  |
| Filed with:              | SECRETARY OF STATE/UCC DIVISION, CARSON CITY, NV  |
| Date filed:              | 04/11/2014  |
| Latest Info Received:    | 04/14/2014  |
| Original UCC filed date: |   |
| Original filing no.:     |   |
| Collateral:              |   |
| Туре:                    | Original  |
| Sec. party:              | KEYSPAN GAS EAST CORPORATION D/8/A NATIONAL GRID, HICKSVILLE, NY  |
| Debtor:                  | RENAISSANCE POWER & GAS, INC.   |
|                          |   |

4.

| 1016 Dun J   | & Bradstreet Business Information Report: RENAISSANCE POWER & GAS, INC.                              |
|--|--|
| Filed with:  | SECRETARY OF STATE/UCC DIVISION, CARSON CITY, NV   |
| Date filed:  | 04/11/2014 Exhibit C-7 "Credit Report" - Renaissance Power & Gas, Inc                                |
| Latest Info Received:  | 04/14/2014   |
| Original UCC filed date:   |  |
| Original filing no.:   |  |
| There are additional UCC's in Dun & Bradstreet's   | file on this company available by contacting 1-800-234-3867.   |
| There are additional suits, liens, or judgments in   | n Dun & Bradstreet's file on this company available by contacting.                                   |
|  |  |
| The public record items contained in this report   | may have been paid, terminated, vacated or released prior to the date this report was printed.       |
| The public record items contained in this report<br>Government Activity  | may have been paid, terminated, vacated or released prior to the date this report was printed.       |
|  | may have been paid, terminated, vacated or released prior to the date this report was printed.       |
| Government Activity  | may have been paid, terminated, vacated or released prior to the date this report was printed.<br>NO |
| Government Activity<br>Activity summary  |  |
| Government Activity<br>Activity summary<br>Borrower (Dir/Guar):  | мо   |
| Government Activity<br>Activity summary<br>Borrower (Dir/Guar):<br>Administrative debt:  | ОИ   |
| Government Activity<br>Activity summary<br>Borrower (Dir/Guar):<br>Administrative debt:<br>Contractor:   | NO<br>NO<br>NO   |
| Government Activity<br>Activity summary<br>Borrower (Dir/Guar):<br>Administrative debt:<br>Contractor:<br>Grantee:   | NO<br>NO<br>NO<br>NO   |
| Government Activity<br>Activity summary<br>Borrower (Dir/Guar):<br>Administrative debt:<br>Contractor:<br>Grantee:<br>Party excluded from federal program(s):  | NO<br>NO<br>NO   |
| Government Activity<br>Activity summary<br>Borrower (Dir/Guar):<br>Administrative debt:<br>Contractor:<br>Grantee:<br>Party excluded from federal program(s):<br>Possible candidate for socio-economic program | NO<br>NO<br>NO<br>NO<br>n consideration  |

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

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## Exhibit C-8 "Bankruptcy Information" Renaissance Power & Gas, Inc.

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Renaissance Power & Gas, Inc. has never had any reorganizations, protection from creditors or any other form of bankruptcy filings by itself, a parent or affiliate organization that guarantees Renaissance Power & Gas, Inc. or any officer of Renaissance Power & Gas, Inc. in the current year or within the two most recent years preceding this application.

## Exhibit C-9 "Merger Information" Renaissance Power & Gas, Inc.

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Renaissance Power & Gas, Inc. has never dissolved, merged or been acquired by another organization within the five most recent years preceding this application.

## Exhibit D-1 "Operations"

## Renaissance Power & Gas, Inc.

Renaissance Power & Gas, Inc. ("Renaissance") is in the business of supplying electricity and natural gas to residential and commercial customers. Renaissance serves both electric and natural gas customers in New York and electric customers in the District of Columbia.

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## Exhibit D-2 "Operations Expertise" Renaissance Power & Gas, Inc.

Renaissance Power & Gas, Inc. s ("Renaissance") management and key personnel have over 14 years experience in the energy industry, over 30 years experience in business and finance, and over 20 years experience in administrative matters. Renaissance has experience as it is actively serving customers in New York and in the District of Columbia, and has also contracted with Customized Energy Solutions, a leading provider of services to retail electricity suppliers, to support its proposed operations in Ohio.

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Exhibit D-3 "Key Technical Personnel" Renaissance Power & Gas, Inc.

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# **Renaissance Power and Gas Personnel Biographies**

## Kevin Thexton, CEO

Kevin Thexton has 14 years experience in the energy industry, consisting of extensive work in management, marketing, sales and finance. Mr. Thexton had spent more than ten years working closely with high level Management of other ESCO's in the development of sales and marketing strategies when he was the CFO of EEI. Mr. Thexton is intimately aware of the need for ethical sales practices and the need to provide a safe and stable work environment that is responsive to all communications. Mr. Thexton has developed an intimate knowledge of the diligence and care for detail in delivering what was promised to customers and vendors in the industry while following PSC and necessary legal requirements.

As CEO of Renaissance Power & Gas, Inc., Kevin has put in place established codes of ethical conduct and strong quality control measures to ensure compliance with industry standards as set by state and federal agencies.

## Maureen Bird, Director

Maureen Bird has over thirty years experience in business and finance including the founding of her own successful start-up company. Her areas of expertise include a special focus on ensuring compliance with all legal, tax and regulatory agencies as well as accounting and human resources, all with an eye to detail and accountability. Maureen stays informed and up to date on PUC requirements in New York and the District of Columbia, and then advises and monitors all involved personnel. Her quick response to any customer concerns has resulted in 100% of any potential disputes resolved to full customer satisfaction in New York.

## Charlene Law, Vice President of Quality Control

Charlene Law brings twenty years of educational and administrative experience to Renaissance Power & Gas, Inc. Based on her background in the energy industry she is firmly convinced that Quality Control must be utilized in providing critical input to sales education. Charlene stays in tight coordination with the Quality Control department and utilizes the information she gathers from there. In this way, Charlene ensures that more effective training is continually evolving, all toward the end product of satisfied, long term customers. Charlene also ensures all customer service calls are handled immediately and to the complete satisfaction of the customer. Charlene then investigates any complaint with the personnel involved, and quickly corrects any error found.

## Kelly Kanning, Quality Control Manager

Kelly Kanning has over 11 years of experience in Quality Control in highly regulated genres, including medical manufacturing and beverage companies. He also brings 3 years' experience in real estate and mortgage loan modification, helping homeowners stay in their homes and avoiding foreclosure. His attention to detail is a large asset, as he and his staff are responsible for monitoring all sales calls and TPVs, and ensuring strict compliance on all sales and sales groups. Kelly works very closely with the Sales Manager daily in order to implement any corrective measures as necessary, and to ensure sales teams have all the resources they need in order to provide excellent service and accurate information to potential customers. Kelly also handles all incoming customer service calls, answering all questions and concerns, and investigating all complaints that may come up in order to provide a satisfactory resolution for all parties.

www.renaissancepowerandgas.com

Customer Service: (888)811-0877

Corporate Headquarters 4040 S Eastern Avenue Ste 320 Las Vegas, NV, USA 89119



Narratives and resumes of key personnel that demonstrate the ability of Customized Energy Solutions to offer the services described in this application are included in this attachment.

#### Stephen Fernands, President, Customized Energy Solutions, Ltd.

Stephen is the President of Customized Energy Solutions, a firm retained by Renaissance to provide support in some of the operational aspects of its business. Stephen's responsibilities include financial oversight, including profit and loss responsibility, consulting on electric regulatory issues, process consulting and oversight of a wide range of processes required for participation in retail energy markets.

Stephen has participated in numerous working groups and has served on committees with PJM, ISO NE, and NYISO.

#### Erik Paulson, Vice President - Wholesale Energy Services, Customized Energy Solutions, Ltd.

Erik has served as Vice President of Wholesale Energy Services for Customized Energy Solutions since January 2008. His responsibilities include overseeing the company's 24 hour scheduling desk, revenue, costs related to generation and load scheduling, analytical projects, and other wholesale market services. Prior to that, Erik served as PJM Director of Regulatory Affairs for Customized Energy Solutions where he reported, advised and represented clients' interests in wholesale and retail energy market issues within the PJM market footprint. Prior to joining Customized, Erik spent 4.5 years at PJM Interconnection.

#### Ed Toppi, Vice President – Retail Energy Services, Customized Energy Solutions, Ltd.

Ed has served as the Vice President - Retail Energy Services for Customized Energy Solutions since

2006. His responsibilities include development and delivery of Customized's Retail Market Services, including load forecasting, scheduling, market settlements, and retail pricing. Prior to joining Customized, Ed spent 6 years at Constellation Energy Group, where he was involved in retail operations including sales, marketing, load forecasting, pricing, and risk management.

## Exhibit D-4 "FERC Power Marketer License Number" Renaissance Power & Gas, Inc.

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Renaissance Power & Gas, Inc. is serving load pursuant to a contract with Galt Power, Inc., which holds FERC Market-Based Rate Authority at Docket No. ER15-1362-000.