



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

RENEWAL CERTIFICATION APPLICATION COMPETITIVE RETAIL NATURAL GAS SUPPLIERS

This PDF form is designed so that you may directly input information onto the form. You may also download the form by saving it to your local disk.

SECTION A - APPLICANT INFORMATION AND SERVICES

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

Legal Name	North American Power and Gas, LLC		
Address	20 Glover Avenue, Fl. 3, Norwalk, CT 06850		
Telephone No.	203-939-1125	Web site Address	www.napower.com
Current PUCO Certificate No.	12-249(2)	Effective Dates	05/04/2014 - 05/04/2016

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

North American Power

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

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

Name	Stephan Alexis	Title	Compliance Analysis
Business address	20 Glover Avenue, Norwalk, CT 06850		
Telephone No.	203-663-9772	Fax No.	203.286.2064
		Email Address	salexis@napower.com

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

Customer service address 20 Glover Avenue, Norwalk, CT 06850

Toll-Free Telephone No. 888-313-9086 **Fax No.** 203-286-2064 **Email Address** customercare@napower.com

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

Name	KBHR Statutory Agency	Title	Statutory Agent
Business address		65 E. State Street, Suite 1800, Columbus, Ohio 43215	
Telephone No.	614-462-5400	Fax No.	614-462-2634
Email Address			n/a

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

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

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

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

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

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

☒ **Columbia Gas of Ohio**

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

☒ **Dominion East Ohio**

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

☒ **Duke Energy Ohio**

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

☒ **Vectren Energy Delivery of Ohio**

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

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

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

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

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

SECTION B - APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

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

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

☒ No ☐ Yes

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

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

☒ No ☐ Yes

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

SECTION C - APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

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

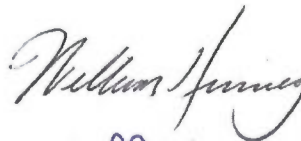
- C-6 Exhibit C-6 "Credit Rating,"** provide a statement disclosing the applicant's current credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody's Investors Service, Standard & Poors, or a similar organization. In instances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

SECTION D – APPLICANT TECHNICAL CAPABILITY


PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

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

Applicant Signature and Title President,



Sworn and subscribed before me this 3rd day of MAY Month 2016 Year



William Kinneary, President

Signature of official administering oath

Print Name and Title

My commission expires on

W. ALEX ROBINSON JR.
NOTARY PUBLIC OF CONNECTICUT
 My Commission Expires 12/31/2020



The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service Affidavit Form (Version 1.07)

In the Matter of the Application of

North American Power and Gas, LLC

for a Certificate or Renewal Certificate to Provide Competitive Retail Natural Gas Service in Ohio.

Case No. 12-1134 -GA-CRS

County of FAIRFIELD
State of CT

William Kinneary

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

President,

Sworn and subscribed before me this

day of

April

MAY 12, 2016

Month

2016

Year

W. Alex Robinson Jr.

Signature of Official Administering Oath

William Kinneary, President

Print Name and Title

My commission expires on

W. ALEX ROBINSON JR.

NOTARY PUBLIC OF CONNECTICUT

My Commission Expires 12/31/2020

(CRNGS Supplier Renewal)

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Exhibit A-14 Principal Officers, Directors & Partners

Kerry Breitbart, CEO

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

Carey Turnbull, Chairman

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

Bill Kinneary, President

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

Dana Coates, VP, Performance and Metrics

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

Keith Schwartz, CFO

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

Taff Tschamler, Chief Strategic Officer

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

Greg Breitbart, Chief Marketing Officer

20 Glover Avenue
Norwalk, CT 06850
203-663-9701

Jim Crysdale, Chief Information Officer

20 Glover Avenue
Norwalk, CT 06850
203-663-9887

Joseph Waldman, Vice President, Operations

20 Glover Avenue
Norwalk, CT 06850

Exhibit A-15 Corporate Structure

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

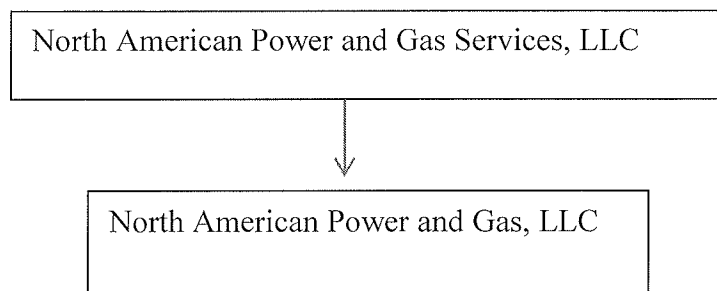


Exhibit A-16 Company History

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

Exhibit A-17 Articles of Incorporation and Bylaws

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

Limited Liability Company Agreement
of
NORTH AMERICAN POWER AND GAS SERVICES, LLC
a Delaware Limited Liability Company

This Limited Liability Company Agreement (this "Agreement") of North American Power and Gas Services, LLC, a Delaware limited liability company (the "Company"), is made and entered into effective as of October 9, 2012 (the "Effective Date") by and among the persons executing this Agreement as the Members.

RECITALS

WHEREAS, the Company was formed on March 14, 2012 pursuant to and in accordance with the Delaware Limited Liability Company Act; and

WHEREAS, the Members wish to enter into this Agreement to set forth their respective rights, powers, duties, and obligations with respect to the Company and the management, operations and activities of the Company, all of which shall be governed by this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, unless the context indicates otherwise, the following terms shall have the following meanings:

Act - The Delaware Limited Liability Company Act and all amendments thereto.

Affiliate - With respect to any Person, any Person controlling, controlled by, or under common control with such Person.

Board - The Board of Directors of the Company.

Business Day - Any day other than Saturday, Sunday or any legal holiday observed in the United States.

Capital Account - The account maintained for a Member determined in accordance with Article VII.

Capital Contributions - The Capital Contributions as described in Article VII.

Capital Proceeds - Distributable Funds arising from the sale, exchange, or other disposition of Company assets, other than sales of electricity supply and other inventory in the ordinary course, as determined by the Board.

Cause - With respect to a Strategic Partner Member, is as defined in the Strategic Partner Award Agreement or Services Agreement between the Company and such Strategic Partner Member and, in the absence of any such agreement defining Cause, is such Strategic Partner Member's (i) commission of a felony or other crime involving dishonesty or moral turpitude, (ii) dishonesty, misconduct, or negligence in connection with the business of the Company, (iii)

failure to follow the directives of the Company or its Board or the Managers that continues or is repeated after written notice, (iv) breach of the Employment Agreement or any other material agreement between Employee and the Company, or (v) violation of any applicable law or governmental regulation in connection with the business of the Company.

Channel - A portion of the Company's electricity supply sales distribution channel developed and serviced exclusively by (and attributable solely to) a specific Strategic Partner and not by (or to) any other Company broker, distributor, sales representative or employee, as determined by the Board acting reasonably and in good faith.

Channel Profit - With respect to a particular Channel, Company revenues over expenses attributable to the applicable Channel, including an allocable portion of Company expenses not specifically attributable to any single Channel, all as determined in good faith by the Board; provided that for purposes of determining Channel Profit, Company expenses shall not include compensation in excess of \$250,000 per year for any one Founding Member.

Code - The Internal Revenue Code of 1986, as amended from time to time.

Company - North American Power and Gas Services, LLC, a limited liability company organized under the laws of the State of Delaware, and any successor entity.

Company Business -- As of any date, any business that involves the marketing, offering, sale, or provision of any Company Products.

Company Products - As of any date, any products or services that are the same or substantially similar in function or capability to the products or services marketed, offered, sold, provided or being developed by the Company, or that the Company has or had plans to engage in or to explore, at any time during the twelve months preceding such date.

Competitive Business - Any business or enterprise other than the Company engaged in the business of marketing, selling or distributing, or brokering sales of natural gas or electricity supply or any other Company Products within any state in which the Company is engaged in business or within the preceding twelve months has engaged in business or has plans to engage in business.

Distributable Funds - The Company's cash flow from the operations and other receipts available for distribution to the Members after (i) payment or reserve for payment of all other Company costs and expenses, including any compensation to any Manager, Director, officer, or employee, and (ii) establishment or augmentation of any capital or operating reserves the Board determines are appropriate.

Drag Along Transaction - A sale, exchange, or other disposition of Interests held by the initial Members (or their Transferees) in which the Managers, acting by consent of the Managers, elect to require Vested Members to participate pursuant to Section 10.1 below.

Fiscal Year - The Fiscal Year of the Company shall be the calendar year.

Founding Members - Carey Turnbull and Kerry Breitbart.

Immediate Family - Means with respect to any individual, such individual's parents, siblings, and children, including step-relations.

Interest - The entire ownership interest of a Member in the Company at any particular time, including, without limitation, the right of such Member to participate in items of Company income, loss, gain, and deduction as well as distributions and any and all benefits to which a Member may be entitled as provided in this Agreement and the Act, together with the obligations of such Member to comply with all the terms and conditions of this Agreement.

Majority in Interest - Unless the context otherwise requires, Members holding a majority of the Percentage Interests.

Member or Members - Each person executing this Agreement as a Member and each person subsequently admitted to the Company as a Member.

NAPG -- North American Power and Gas, LLC, a Delaware limited liability company, together with its successors.

Percentage Interest - The percentage interest of each Member in the profits and losses of and distributions from the Company as set forth in Schedule A. The Percentage Interest of each Member shall be determined separately with respect to Channel Profit attributable to each Channel. The Percentage Interest of each Strategic Partner Member with respect to its own Channel shall be determined from time to time by the Board and the remaining Percentage Interest shall be split among the Members in proportion to the percentage interests set forth in Schedule A.

Person - Any natural person or legal entity.

Purchaser - Any Person acquiring the assets of or interests in the Company or any Strategic Partner LLC pursuant to any Sale of the Company or Sale of a Strategic Partner LLC.

Regulations - Except where the context indicates otherwise, the permanent, temporary or proposed regulations of the Department of the Treasury under the Code, as such regulations may be lawfully changed from time to time.

Residual Percentage Interests - The general Percentage Interests of the Members determined without regard to any Percentage Interest that is specific to a particular Channel.

Sale of a Channel - Any sale, exchange, or other disposition of all or substantially all of the Company's interest in any Channel or Channels.

Sale of the Company - Any sale, exchange, or other disposition of all or substantially all of the assets of the Company or of Interests in the Company representing a Majority in Interest.

Strategic Partner - A gas, oil, electricity or other commodity distributor or telephone sales company or door to door direct sales company or other person with whom the Company forms a relationship to develop or exploit its electricity supply distribution network for the sale of electricity supply to retail residential and commercial customers.

Strategic Partner Award Agreement - Means any separate written agreement between the Company and any Strategic Partner setting forth terms and conditions applicable to the grant of an Interest to such Strategic Partner, including, without limitation, terms and conditions relating to vesting.

Strategic Partner Interest - An Interest held by a Strategic Partner.

Strategic Partner LLCs - Collectively, the one or more subsidiary limited liability companies or other entities or joint ventures formed by the Company alone or with Strategic Partners for the conduct of the business of the Company in one or more States.

Strategic Partner Member - A Strategic Partner who holds an Interest.

Tag-Along Transaction - A sale, exchange, or other disposition by any initial Member (or the Transferee of any initial Member) of all or any portion of his Interest to a Third Party for value (expressly excluding any transfer or grant of a Strategic Partner Interest, pledge or transfer of an Interest as collateral security in connection with any financing or any foreclosure, and any Permitted Transfer).

Taxable Year - The taxable year of the Company as determined pursuant to §706 of the Code.

Third Party - With respect to any Person, another Person who is not an Affiliate of such Person.

Transfer - As a noun, means a transaction or event by which direct or indirect ownership of an Interest is changed or encumbered, including a sale, exchange, abandonment, gift, pledge, hypothecation or foreclosure; as a verb, means to effect a Transfer.

Transferee - A Person to whom an Interest has been Transferred.

Unreturned Capital - With respect to each initial Member (or any Transferee of an initial Member), an amount equal to the "Unreturned Capital" of such initial Member with respect to NAPG on the date hereof reduced by any distributions made to such initial Member (or Transferee) pursuant to Article VIII, Section 2.1, clause First.

Vested Interest - Each Member's Interest and each Strategic Partner Interest that has become vested in accordance with the terms of the applicable Strategic Partner Award Agreement.

Vested Member - The Members and each Strategic Partner Member whose Interest has become vested in accordance with the applicable Strategic Partner Award Agreement.

ARTICLE II FORMATION

1. **Formation** - The Company was formed as a Delaware limited liability company pursuant to the provisions of the Act, effective as of March __, 2012 by the filing of its Certificate of Formation (the "Certificate") with the Delaware Secretary of State.

2. **Agreement; Effect of Inconsistencies with Act** - For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms. Except where a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, or is otherwise prohibited by other law, this Agreement governs the relationship by and among the Company and the Members.

3. **Name** - The name of the Company is North American Power and Gas Services, LLC.

4. **Term** - The duration of the Company will be perpetual, subject to the provisions of Article XV, Section 2 hereof.

5. **Registered Agent and Office** - The statutory registered agent for the service of process against the Company in the State of Delaware is The Corporation Trust Company, and the registered office of the Company in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The Board may, from time to time, change the registered agent or office through appropriate filings with the Delaware Secretary of State. If the registered agent ceases to act as such for any reason or if the registered office changes, the Board will promptly designate a replacement registered agent, or file a notice of change of address, as the case may be. If the Board fails to designate a replacement registered agent or change of address of the registered office, the Members may designate a replacement registered agent or file a notice of change of address.

6. **Principal Business Office** - The address of the initial principal business office of the Company shall be as follows:

11 North Main Street
Norwalk, CT 06854

The Company may relocate its principal business office and may establish other business offices as the Board deems appropriate.

7. **Qualifications in Other Jurisdictions** - The Board shall cause the Company to be qualified to transact business, or registered under assumed or fictitious name statutes or similar laws, in any jurisdiction in which the Company transacts business.

ARTICLE III PURPOSE AND POWERS OF THE COMPANY

1. **Purpose; Company Structure** - The initial purposes of the Company shall be (i) to engage in the business of offering electricity supply for sale and selling electricity supply to retail residential and commercial customers within the United States through proprietary Company sales programs and also through relationships with gas, oil and other distributors, telemarketers, direct mail firms, door to door sales networks, energy brokers and consultants, and other sales channels, (ii) to serve as managing member or in any other capacity in Strategic Partner LLCs and manage the business and affairs of and to take all actions necessary or desirable as required or permitted of the Company in its capacity as managing member or in any other capacity in Strategic Partner LLCs, (iii) to serve as member of NAPG and (iv) to engage in any business related to any of the foregoing or useful in connection therewith, as well as any other activities permitted under the Act.

The Company will engage in its business directly, through NAPG and/or through one or more Strategic Partner LLCs. It is intended that each Strategic Partner will be granted an interest in either a Strategic Partner LLC or the Company pursuant to a Strategic Partner Award Agreement that will entitle that Strategic Partner to a percentage of the Channel Profit attributable to its own Channel as determined by the Board, subject to the terms and conditions of the applicable Strategic Partner Award Agreement and this Agreement or the applicable Strategic Partner LLC Agreement and provided that the Company and any Strategic Partner or other Person may agree to such additional and different terms, including with respect to interests in the Company and any Strategic Partner LLC, as the Board, in its discretion, and the applicable Strategic Partner or other Person deem appropriate.

2. **Powers of the Company** - The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or in furtherance of the purposes set forth in Article III, Section 1, and shall have the power to conduct business, carry on its operations and have and exercise all powers granted to or permitted to be held and exercised by a limited liability company under the Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company.

ARTICLE IV MANAGEMENT

1. **Manager Authority** - Except as otherwise provided in this Agreement, including the requirement of Board approval for certain actions as described in Section 2 below, each of Kerry Breitbart and Carey Turnbull shall be a "manager" of the Company within the meaning of the Act (in such Capacity, a "Manager") and, acting singly, shall have all powers necessary, useful or appropriate for the management and conduct of the Company's business and affairs, including the authority to exercise on behalf of the Company all of its rights, powers, privileges,

duties and responsibilities under this Agreement or provided by law, and to take any other action not prohibited by the Act or other applicable law; to make and take any and all decisions and actions concerning the Company and its affairs; and to enter into, execute, deliver, acknowledge, make, modify, supplement or amend any documents or instruments in the name of the Company he deems necessary or appropriate to achieve the purposes of the Company. Any action taken by any Manager, and the signature of any Manager on any agreement, contract, instrument or other document on behalf of the Company, shall be sufficient to bind the Company and shall be conclusive evidence of the authority of such Manager and the Company with respect thereto.

Each Manager shall hold office until his or her death or resignation or removal. Any Manager may resign by delivering his or her written resignation to the Company. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. A Manager may be removed only for material and willful misconduct, fraud, or embezzlement or conviction of a felony (in each case, at the election of the Board acting exclusive of any member whose position as Manager is the subject of such election), or by consent of Members holding more than 90% of the Residual Percentage Interests held by all Members. Additional and substitute Managers may be appointed by the consent of the Managers or by consent of Members holding more than 90% of the Residual Percentage Interests held by all Members. The names and addresses of the Managers are set forth on Schedule A and the Managers shall cause Schedule A to be updated to reflect the removal, resignation, or addition of any Managers. The term "consent of the Managers" as used in this Agreement means the affirmative vote or consent of a majority of the Managers, determined on per capita basis.

2. Actions Requiring Board Approval - Notwithstanding the foregoing or anything to the contrary herein, the following actions and determinations may only be taken and made with the consent of a majority of the members of the Board:

- (i) except as permitted by Sections 2, 3, and 8 of Article X, the sale or other Transfer (including by pledge or other encumbrance) of a Member's Interest or of any other interest in the Company or any Strategic Partner LLC;
- (ii) issuance of any equity interests in the Company or any Strategic Partner LLC or admission of any substitute or additional Member or member of any Strategic Partner LLC;
- (iii) merger with or consolidation into another entity;
- (iv) sale or other disposition of all or substantially all of the assets of the Company or any Strategic Partner LLC;
- (v) approval of the Company's annual budget or changes to its business plan;
- (vi) causing the Company or any Strategic Partner LLC to commence any proceeding with respect to itself under any law relating to bankruptcy or reorganization or seeking the appointment of a receiver or similar official for its assets;

- (vii) except as permitted by Section 2 of Article XV, causing the liquidation or dissolution of the Company or any Strategic Partner LLC;
- (viii) causing or permitting the Company or any Strategic Partner LLC to enter into any transaction, arrangement, or agreement with any Manager, or any Affiliate of any Manager;
- (ix) Causing or permitting the Company or any Strategic Partner LLC to incur or guaranty any debt for borrowed money (expressly excluding trade debt and other obligations that do not arise solely from the borrowing of money) in excess of \$10,000;
- (x) Entering into any agreement or arrangement that by its terms requires the Company or any Strategic Partner LLC to expend or receive more than \$10,000;
- (xi) Appointment or removal of any Company or Strategic Partner LLC officer or employee, and establishment of compensation of any Manager, Strategic Partner, or other person, including any changes in compensation; and
- (xii) Transactions or agreements between the Company or any Strategic Partner LLC, on the one hand, and any Manager or any entity controlled by a Manager on the other.

Notwithstanding the foregoing, no decision or action adverse to the interest of any Member in his capacity as such may be taken without the consent of that Member.

3. Appointment and Removal of Directors - Kerry Breitbart and Carey Turnbull shall be the initial Directors. Each Director shall hold office until his or her death or resignation or removal. Any Director may resign by delivering his or her written resignation to the Company. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. A Director may be removed only for material and willful misconduct, fraud, or embezzlement or conviction of a felony (in each case, at the election of the Board acting exclusive of any member whose position as a Director is the subject of such election), by consent of Members holding more than 90% of the Residual Percentage Interests held by all Members, or by consent of the Managers. Additional and substitute Directors may be appointed by the consent of the Managers. The names and addresses of the Directors are set forth on Schedule A and the Managers shall cause Schedule A to be updated to reflect the removal, resignation, or addition of any Directors.

4. Manner of Board Action

- (a) General. The Board may act with respect to any matter within the scope of its authority at a meeting of the Board of Directors or by written consent, as provided below.
- (b) Meetings. Any Director may call a meeting of the Board by giving notice to all other Directors. Notice of the place, date, and hour of each meeting (i) shall be mailed to each Director, addressed to his or her residence or usual place of

business, at least five (5) days before the meeting or (ii) shall have been sent to him or her at such place by fax, email, or other commercially reasonable means of delivery, or actually received by him or her in person (by telephone or otherwise), at least 24 hours before the meeting. The notice need not describe the nature of any business to be transacted. A Director may waive notice of a meeting of the Board orally, in writing, or by attendance at the meeting. The presence of the number of Directors whose vote or consent is required for Board action shall constitute a quorum for transacting business at a meeting. The Board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other throughout. Such participation shall constitute presence in person at the meeting.

- (c) **Written Consent.** The Board may act without a meeting by written consent describing the action and (i) signed by all Directors or (ii) if the form of consent is given to all Directors at least 3 days prior to the proposed action, signed by Directors whose voting power is at least equal to the minimum that would be necessary to take the action at a meeting at which all Directors were present.

5. **Authority of Members to Bind the Company** - No Member, in his or her capacity as such, shall have the authority to bind the Company or any Strategic Partner LLC unless authorized under this Agreement or the applicable Strategic Partner LLC Agreement. No Member who is not expressly authorized under this Agreement or otherwise shall take any action to bind the Company, and each Member shall indemnify the Company for any costs or damages (including, without limitation, attorneys' fees and disbursements) incurred by the Company as a result of any unauthorized action by such Member.

6. **Day-to Day Management; Officers** - The Board may choose and designate such officers of the Company who shall have such powers and duties consistent with this Agreement as the Board may designate.

7. **Compensation** - The compensation of the Directors (if any) and of the Managers and any officers shall be as established from time to time by the Board.

ARTICLE V MEMBERS

1. **Members** - The names, addresses, and Percentage Interests of the Members are set forth in Schedule A. The Board shall cause Schedule A to be amended from time to time as necessary to reflect changes in the information therein set forth in accordance with this Agreement.

2. **No Voting Rights** - Except as otherwise specified in this Agreement or as required under the Act, no Members in their capacities as Members shall have any voting or consent rights with respect to the Company or its business or affairs. To the extent that Members have any voting or consent rights under this Agreement or as a result of requirements of the Act, whenever a matter is to be submitted to the Members for action, except as otherwise provided in

Sections 1 and 3 of Article IV of this Agreement, the affirmative vote, approval or consent of Members holding a Majority in Interest shall be required to decide such matter.

3. **Partition** - Each Member acknowledges that, except as expressly set forth in this Agreement, he, she, or it has no rights in any of the property of the Company. Each Member waives any and all rights that he, she, or it may have to maintain an action for partition of the property of the Company.

ARTICLE VI ACCOUNTING AND RECORDS

1. **Records to be Maintained** - The following records shall be maintained by the Board at the office of its accountants and/or attorneys:

- A. A current list of the full name and last known business address of each Member, each former Member and each holder of an Interest;
- B. A copy of the Certificate and all amendments thereto;
- C. Copies of all of the Company's federal, foreign, state, and local income tax returns and reports, if any, for the six most recent years;
- D. A copy of this Agreement, including all amendments; and
- E. All financial statements of the Company for the six most recent years.

2. **Tax Returns** - Information returns required by the Code and the laws of any state in which the Company transacts business shall be provided to Members and Transferees within the required time frames.

3. **Books and Records** - The books and records of the Company shall be available to Members upon request; provided that only the books and records of the Company that are specifically applicable to a Strategic Partner shall be available to that Strategic Partner.

4. **Audit Rights** - Each Strategic Partner will have the right to inspect and audit the Company's books and records with respect to the applicable Strategic Partner LLC upon reasonable advance notice and without interference with the business of the Company or any Strategic Partner LLC; provided that no Strategic Partner may conduct such an audit more frequently than once per year, no Strategic Partner shall be entitled to access any confidential or proprietary information concerning the Company or any other Strategic Partner, and any such audit shall be at the sole expense of the Strategic Partner requesting such audit, unless the audit shows an understatement of allocations to the Interest of the applicable Strategic Partner of more than 10%, in which case, the Company shall bear the cost of the audit.

ARTICLE VII CONTRIBUTIONS; CAPITAL ACCOUNTS

1. **Contributions** - Each Member shall make such contributions to the capital of the Company ("Capital Contributions") as may be agreed upon by such Member and the Board. Without limiting the foregoing, the initial Members will contribute to the Company their membership interests in NAPG on the date hereof. No Member shall have any liability for the repayment of the Capital Contribution of any other Member and each Member shall look only to the assets of the Company for return of its Capital Contribution. No Member shall have the right to withdraw or be repaid any Capital Contribution or be paid any compensation for any contribution of capital or services, except as provided in this Agreement.

2. **Maintenance of Capital Accounts** - A separate capital account (each, a "Capital Account") shall be maintained for each Member in accordance with the rules of Section 1.704-1(b)(2)(iv) of the U.S. Treasury Regulations (the "Treasury Regulations"), and this Section 2 shall be interpreted and applied in a manner consistent with said Section of the Treasury Regulations. The Company may adjust the Capital Accounts of its Members to reflect revaluations of the Company property whenever the adjustment would be permitted under Treasury Regulations Section 1.704-1(b)(2)(iv)(f). In the event that the Capital Accounts of the Members are so adjusted, (i) the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such property and (ii) the Members' distributive shares of depreciation, depletion, amortization and gain or loss, as computed for tax purposes, with respect to such property shall be determined so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under Section 704(c) of the Code. In the event that Code Section 704(c) applies to Company property, the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain and loss, as computed for book purposes, with

respect to such property. The Capital Accounts shall be maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members in liquidation or otherwise. The amounts of all distributions to Members shall be determined pursuant to Section 2 of Article IX below. Notwithstanding any provision contained herein to the contrary, no Member shall be required to restore any negative balance in its Capital Account.

3. **Transfer of Interest** - In the event of a Transfer of a part or all of an Interest, the Capital Account of the Transferring Member shall become the Capital Account of the Transferee, to the extent it relates to the portion of the Interest Transferred.

ARTICLE VIII INTERESTS; ALLOCATIONS AND DISTRIBUTIONS

1. **Allocations** - Items of Company income, gain, loss and deduction as determined for book purposes shall be allocated among the Members and credited or debited to their respective Capital Accounts in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv), so as to ensure to the maximum extent possible (i) that such allocations satisfy the economic effect equivalence test of Treasury Regulations Section 1.704-1(b)(2)(ii)(i) (as provided hereinafter) and (ii) that all allocations of items that cannot have economic effect (including credits and nonrecourse deductions) are allocated to the Members in accordance with the Members' interests in the Company. To the extent possible, items that can have economic effect shall be allocated in such a manner that the balance of each Member's Capital Account at the end of any taxable year (increased by the sum of (a) such Member's "share of partnership minimum gain" as defined in Treasury Regulations Section 1.704-2(g)(1) and (b) such Member's share of "partner nonrecourse debt minimum gain" as defined in Treasury Regulations Section 1.7042(i)(5)) would be positive to the extent of the amount of cash that such Member would receive (or would be negative to the extent of the amount of cash that such Member would be required to contribute to the Company) if the Company sold all of its property for an amount of cash equal to the book value (as determined pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)) of such property (reduced, but not below zero, by the amount of nonrecourse debt to which such property is subject) and all of the cash of the Company remaining after payment of all liabilities (other than nonrecourse liabilities) of the Company were distributed in liquidation immediately following the end of such taxable year in accordance with this Section 1.

2. Distributions.

2.1 **General.** Distributions of Distributable Funds shall be made (if at all) at such times and in such amounts as may be determined by the Board to the Members in the following order of priority:

First, to the Members in proportion to and to the extent of their Unreturned Capital; and

Thereafter, (A) distributions of Channel Profits shall be made to Members in proportion to their respective Percentage Interests with respect to the applicable Channel and (B) all other distributions shall be made to the Members in proportion to their membership interests; provided, however, that distributions of Capital Proceeds shall be made exclusively to the Vested Members

and no distributions of Capital Proceeds shall be made to any Strategic Partner Member that is not a Vested Member.

For clarity, the determination of whether and to what extent distributions are made pursuant to this Section 2.1 shall be made by the Board in its sole discretion as it deems appropriate.

2.2 Tax Distributions. The Company shall distribute to each of the Members within 90 days following the end of each fiscal year, cash advances against distributions to be made to the Members in an amount equal to the excess, if any, of (x) the aggregate state and federal income tax liability that such Member would have incurred which is attributable to allocations made in respect of such Member's Interest for all prior fiscal years (calculated as if such Member were a natural person resident in the State of Connecticut and taxable at the maximum rates provided for under applicable federal and Connecticut state income tax laws), over (y) all prior cash distributions made by the Company to such Member, unless the Board determines that doing so would be imprudent taking into account the Company's current and anticipated resources, expenses, and capital requirements. Amounts otherwise to be distributed to the Members pursuant to Section 2.1 shall be reduced by the amount of any prior advances made to such Members pursuant to this Section 2.2 so that, to the extent possible, each Member receives the same aggregate distributions that it would have received if this Section 2.2 were not included in this Agreement.

3. **Limitations on Distributions** - No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Accounts.

ARTICLE IX TAXES

1. **Elections** - The Company may make any tax elections allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

2. **Tax Matters Partner** - The Members hereby designate Carey Turnbull as the "Tax Matters Partner" of the Company pursuant to Section 6231(a)(7) of the Code for all purposes thereof and for the corresponding provisions of any applicable state and local tax laws. All of the Members hereby consent to such designation and agree to take any such further action as may be required by regulations or otherwise to effectuate and maintain such designation. The reasonable fees and costs incurred by the Tax Matters Partner in retaining accountants and/or attorneys on behalf of the Company or the Members in connection with any federal, state and/or local income tax audit of the Company shall be at the expense of the Company. The Tax Matters Partner is authorized to (i) extend the statute of limitations for assessment of tax deficiencies against the Members with respect to adjustments to the Company's federal, state, or local income tax returns, with the consent of the Members, (ii) represent the Company before tax authorities or courts of competent jurisdiction in tax matters affecting the Company, and (iii) execute any agreements or other documents relating to or affecting such tax matters, including agreements or documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company or the Members.

3. **Taxation as Partnership** - The Company shall be classified and treated as a partnership for U.S. federal income tax purposes.

ARTICLE X TRANSFER OF INTERESTS

1. **Restrictions Generally** - Except as otherwise provided in this Article XI, no Interest may be Transferred, in whole or in any part, without the prior written consent of the Board which consent may be withheld for any or no reason. The restrictions on Transfer contained herein shall be specifically enforceable by the Company. Any attempted Transfer in violation of these restrictions shall be null and void and without effect and the Company shall have no obligation to recognize any such attempted or purported Transfer. Each Member shall indemnify the Company and the other Members against any and all loss, damage or expense (including tax liabilities or loss of tax benefits) arising directly or indirectly from any attempted or purported Transfer in violation of this Agreement.

2. **Permitted Transfers** - Notwithstanding the foregoing, a Member may, without the consent of the Board, (i) by revocable proxy, authorize another Member to exercise voting rights with respect to his or her Interest; (ii) Transfer by gift all or any portion of his or her Interest to a trust or trusts for the exclusive benefit of one or more members of his or her Immediate Family, provided that the Transferring Member retains the power to exercise any

voting and management rights associated with the Transferred Interest, it being understood that neither the Company nor the other Members shall be accountable to, or be required to deal with, any person other than a Member who is a party signatory to this Agreement or such person as may become a Member in accordance with the terms of this Agreement; (iii) Transfer his or her Interest, or any portion thereof, by operation of law resulting from death, divorce, judgment, bankruptcy, assignment for the benefit of creditors or any similar event (each, an "Involuntary Transfer"); (iv) Transfer his or her Interest, or any portion thereof, to another Member of the Company; or (v) make any Transfer of an Interest expressly permitted or required under Section 9 or 10 of this Article XI.

3. **Conditions to Transfer** - As a condition to any Transfer otherwise permitted under this Article, there shall be filed with the Company (i) a written notice of Transfer (setting forth the name and address of the Transferee, and the nature of the Transfer), (ii) the written acceptance by the Transferee of all terms and provisions of this Agreement and (iii) unless waived by the Board in its discretion, an opinion of counsel, acceptable in form and substance to the Board, to the effect that the Transfer will not violate the securities registration requirements of any applicable securities laws and will not cause the loss of any securities exemption on which the Company is relying or may rely with respect to prior or subsequent sales or transfers of securities.

4. **Transferees** - A Transferee shall have the right to receive that share of items of income, loss, gain and deduction and distributions of the Company attributable to the Transferred Interest (or portion thereof), but except as otherwise expressly provided in this Article shall not be admitted as a Member and shall have no voting, management, or other rights with respect to the Transferred Interest, unless the Members (determined without regard to the Interest that is the subject of such Transfer) expressly consent to the admission of such Transferee as a Member. For the avoidance of doubt, any Interest held by a Transferee who has not been admitted as a Member shall be disregarded in any vote or consent of the Members and the determination of whether the requisite vote or consent for any action or decision to be taken or made by the Members has been obtained shall be made with reference only to Interests held by Members, as if no other Interests were outstanding.

5. **Death or Dissolution of a Member; Continuation of Company** - The parties agree that neither the death of any Member that is a natural person nor the dissolution or termination of legal existence of any Member that is a legal entity shall constitute a dissolution of or termination or cancellation of the Company but that the Company shall continue in accordance with the provisions hereof.

6. **Effective Date of Transfer** - Any valid and permitted Transfer of an Interest, or part thereof, pursuant to the provisions of this Article XI shall be effective as of the date set forth in this Agreement or as otherwise agreed upon by such Member and his Transferee. The Company shall, from the effective date of such Transfer, thereafter pay all further distributions on account of the Interest (or part thereof) so Transferred, to the Transferee of such interest (or portion thereof). As between any Member and such Member's Transferee, items of income, loss, gain, and deduction for the Fiscal Year of the Company in which such Transfer occurs shall be apportioned for federal income tax purposes in accordance with any convention permitted under Section 706(d) of the Code and selected by the Members.

7. **Pledge** - Except as set forth below, a Member may pledge or otherwise encumber the whole or any part of his Interest only with the prior written consent of the Board, which consent may be withheld for any or no reason. Notwithstanding the restrictions on Transfer set forth above or elsewhere in this Article X, any Member may with the consent any Manager, pledge all or any portion of such Member's Interest as collateral security for any loan, provided that (i) notwithstanding the pledge, for purposes of this Agreement the pledging Member shall be considered to retain all voting, management, consent, distribution, and other ownership rights with respect to the pledged Interest at all times prior to foreclosure, it being understood that neither the Company nor the other Members shall be accountable to, or be required to deal with, any person other than a Member who is a party signatory to this Agreement or such person as may become a Member in accordance with the terms of this Agreement, (ii) the Interest pledged and the rights that may be acquired by the secured party upon any foreclosure of such pledge (or otherwise with respect to the Interest pledged) shall be limited to those described in Section 4 above, and (iii) Transfer of the pledged Interest to or for the benefit of the secured party whether pursuant to foreclosure or otherwise (other than the initial grant of the pledge and security interest) shall be an Involuntary Transfer.

8. **Rights on Termination of Strategic Partner Relationship or Involuntary Transfer** - Upon termination of any Strategic Partner relationship or any Involuntary Transfer resulting from bankruptcy, assignment for the benefit of creditors or any similar event, the Company shall have the assignable right and option (the "Call Option") to purchase the Interest subject to the Involuntary Transfer or of the Strategic Partner whose service relationship with the Company has terminated (as applicable, the "Subject Interest") for a purchase price equal to (i) in the case of a termination of a Strategic Partner relationship at any time prior to vesting of the Subject Interest or for Cause, \$1 and (ii) in all other cases, for the fair market value of the Subject Interest as determined by the Company's accountants in their discretion. The Call Option may be exercised by written notice ("Call Notice") from the Company or its assignee or assignees (the "Purchaser") to the holder of the Subject Interest (the "Seller") at any time within 180 days after the date of termination of the Strategic Partner relationship. The Company in its discretion may designate one or more other persons (who may or may not then be Members of the Company) to be the purchaser or purchasers of the Subject Interest pursuant to the Call Option, provided that no such designation shall relieve the Company from ultimate responsibility for payment of the purchase price to the Seller (the Company and/or any such designee are also referred to as the "Purchaser"). If the Call Option is exercised, the purchase of the Subject Interest will occur at a closing (the "Closing") to occur on a date no later than 30 days after the date of the Call Notice, as applicable, and at a location specified by the Purchaser by written notice to the Seller at least ten days before the Closing. The purchase price for the Subject Interest may be paid in lump sum at the Closing or, at the option of the Purchaser, in equal annual installments over a period of no more than five years, commencing with the first installment at the Closing and the remaining installments on each anniversary of the date of the Closing (subject to prepayment at any time in the discretion of the Purchaser) until the purchase price has been fully paid, together with interest on the unpaid principal accruing from the date of the Closing at the Prime Rate in effect at the date of the Closing as published in the Wall Street Journal. All elections and determinations of the Company with respect to the Call Option shall be made by the Board.

9. **Participation Rights.**

9.1 Drag-Along Rights. If at any time one or more initial Members (for purposes of this Section 9.1, the "Selling Members") propose to effect a Drag-Along Transaction, then the Managers, acting by consent of the Managers, shall have the right and option, but no obligation, to elect to require the Vested Members to include in the Drag-Along Transaction the same percentage of their Interests as the aggregate percentage of Selling Members' Interests being sold in the Drag-Along Transaction, subject to the terms of this Section 9.1. The Managers shall give written notice ("Drag-Along Notice") to all other Members no less than 10 days before the consummation of any Drag-Along Transaction. Each other Member shall cooperate in, and (subject to the other provisions of this Section 9) shall take all actions which the Managers or the Company deems reasonably necessary or desirable to consummate the Drag-Along Transaction, which may include, without limitation, (i) entering into agreements with Third Parties on terms substantially similar or more favorable to the Vested Members than those applicable to Selling Members (which agreements may require Vested Members to Transfer all of their Interests (or, if the Selling Members are Transferring less than all of their Interests, the same percentage of their Interests as the percentage of the Selling Members' Interests being Transferred in the Drag-Along Transaction) and may require representations, indemnities, holdbacks, and escrows), and (ii) obtaining all consents and approvals reasonably necessary or desirable to consummate such Drag-Along Transaction (to the extent such consents and approvals may be obtained without any significant out-of-pocket expense by the Members, unless such out-of-pocket expenses are reimbursed by the Company or the Selling Members). In any Drag-Along Transaction, proceeds from the sale shall be allocated among Selling Members and the Vested Members by good faith determination of the Board (i) on the basis provided in the applicable sale agreements or (ii) if allocation is not specified in the applicable sale agreements, based upon the relative profitability of the Vested Members' Channels during the twelve (12) months prior to sale.

9.2 Tag-Along Rights. If the one or more initial Members (for purposes of this Section 9.2, the "Selling Members") propose to effect a Tag-Along Transaction, then, no less than 10 days prior to the consummation of the Tag-Along Transaction, the Selling Members shall send a notice to each Vested Member outlining the material terms of the proposed Tag-Along Transaction (the "Tag-Along Notice"). Each Vested Member may, by delivery of written notice to the Selling Members within 5 days after delivery of the Tag-Along Notice, exercise its rights pursuant to this Section 9.2. Subject to the provisions of this Section 9, each Strategic Partner Member so exercising its rights (each, a "Participating Member") shall have the right to include in such Tag-Along Transaction, on terms no less favorable to such Participating Member than to the Selling Members, all of his, her or its Interest (or, if the Selling Members are Transferring less than all of their Interests, then the same percentage of the Interests as the percentage of the Selling Members Interests being Transferred in the Tag-Along Transaction).

In any Tag-Along Transaction, proceeds from the sale shall be allocated among Selling Members and the Participating Members by good faith determination of the Board (i) on the basis provided in the applicable sale agreements or (ii) if allocation is not specified in the applicable sale agreements, based upon the relative profitability of the Participating Members' Channels during twelve (12) months prior to sale.

The rights of each Participating Member pursuant to this Section 9.2 are subject to the satisfaction of the following conditions:

- (i) such Participating Member shall have entered into agreements with Third Parties on terms substantially similar to those applicable to the Selling Members (which agreements may require a Participating Member to Transfer all of his, her or its Interest and may require representations, indemnities, holdbacks, and escrows; and
- (ii) such Participating Member shall be obligated (and shall have agreed) to pay his, her or its pro rata share of reasonable expenses incurred in connection with a consummated Tag-Along Transaction.

No Member that is not a Vested Member shall have any right to participate in any Tag-Along Transaction.

ARTICLE XI ADMISSION OF TRANSFEREES AND ADDITIONAL MEMBERS

1. **Rights of Transferees** - Except as provided in Article X above, the Transferee of an Interest shall have all the rights of his predecessor in interest.

2. **Admission of Additional Members** - The Company with the consent of the Board may permit the admission of additional Members and shall determine the Capital Contributions to be made by such additional Members, their Percentage Interests and any other terms or conditions to admission deemed appropriate by the Board.

ARTICLE XII LIMITATION OF LIABILITY; INDEMNIFICATION

1. **Liability** - No Director and no Manager or Member shall be personally liable as such for the debts, liabilities or obligations of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Director, Manager, or Member for liabilities of the Company.

2. **Indemnification** - The Company shall indemnify and hold harmless its Managers for all costs, losses, liabilities, and damages paid or accrued by them (in whatever capacity) in connection with the business of the Company, to the fullest extent allowed by the laws of the State of Delaware and the Company may, to the extent approved by the Board, indemnify and hold harmless its Members, Directors, officers, employees, and agents for costs, losses, liabilities, and damages paid or accrued by such Person in connection with the business of the Company; provided, however, that no indemnification shall be given with respect to any acts or omissions which constitute fraud, bad faith, gross negligence, or willful misconduct on the part of the party seeking indemnification. If any Person is entitled to indemnification pursuant to this Article XII, then the reasonable expenses, including attorneys' fees, incurred by any such Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf

of such Person to repay such amount if it shall ultimately be determined that such Person is not entitled to be indemnified by the Company.

ARTICLE XIII CONFLICTS OF INTEREST

No Member shall be precluded from engaging in any manner or capacity directly or indirectly in any other business or enterprise or from directly or indirectly purchasing, holding, selling, managing, operating or otherwise dealing with any business, enterprise, property, asset, or interest for its own account or for the account of any other Person; provided, however, that no Member, while he or she remains a Member, shall without the consent of the Board directly or indirectly, in any capacity, engage in or own any interest in any Competitive Business. The foregoing restriction shall be specifically enforceable by the Company and each Member. No Member shall, by reason of being a Member in the Company, have any right to participate in any manner in any profits or income earned or derived by or accruing to any other Member from the conduct of any business other than the business of the Company or from the conduct of any activities for any account other than the account of the Company.

ARTICLE XIV NONSOLICITATION; NONCOMPETITION

1. No Member, while a Member or during the twelve month period following the date on which he or she ceased to be a Member for any reason, shall, directly or indirectly, whether on behalf of or in conjunction with any entity or person, and whether for his own benefit or account or for the benefit or account of any person or entity other than the Company, (i) solicit or attempt to solicit or accept electricity supply sales business or any other Company Business from or attempt to provide electricity or any other Company Product to any Person who was a client or customer of the Company or whom Employee or the Company solicited for electricity sales business or any other Company Business during the Term, (ii) solicit for employment or engagement or attempt to solicit for employment or engagement or employ or engage any person who is or during the twelve (12) months preceding such solicitation, employment, or engagement was an employee, independent contractor or consultant of the Company, or (iii) interfere or attempt to interfere with the relationship of the Company with any customer or client or prospective customer or client or any employee, independent contractor or consultant.

2. Without limiting the foregoing provisions of Article XIII above, no Vested Member shall, while a Vested Member or during the twelve month period following the date on which he or she ceased to be a Member for any reason, directly or indirectly, in any capacity, whether as an employee, contractor, consultant, principal, owner, partner or otherwise, engage in or provide any assistance or services to any Competitive Business; provided, however, that the foregoing shall not restrict any Vested Member from owning as a passive investor publicly traded securities of any company so long as such Member and members of his Immediate Family do not directly or indirectly beneficially own more than 1% of the outstanding equity securities of such company.

3. In the event of any Sale of the Company, notwithstanding the covenant terms specified in Sections 1 and 2 above and notwithstanding any dissolution or termination of the

Company whether pursuant to Article XV or otherwise, the covenants and agreements set forth in this Article XIV shall (i) be extended with respect to each Person that was a Member on the date of such Sale of the Company by replacing each reference to twelve months in Sections 1 and 2 above with thirty six months, (ii) be assignable to and enforceable by the Purchaser, and (iii) shall continue unaffected (as extended and/or assigned) and in accordance with their terms as if the Company and this Agreement had continued in existence and in effect.

4. In the event of any Sale of a Channel, notwithstanding the covenant terms specified in Sections 1 and 2 above and notwithstanding any dissolution or termination of the Company whether pursuant to Article XV or otherwise, the covenants and agreements set forth in this Article XIV shall (i) be extended with respect to any Strategic Partner Member whose Channel is the subject of such Sale of a Channel by replacing each reference to twelve months in Sections 1 and 2 above with thirty six months, (ii) be assignable to and enforceable by the Purchaser, and (iii) shall continue unaffected (as extended and/or assigned) and in accordance with their terms as if the Company and this Agreement had continued in existence and in effect.

ARTICLE XV DISSOLUTION AND WINDING UP

1. **No Dissolution** - The Company shall not be dissolved by the admission of a Transferee or an additional Member made in accordance with the terms of this Agreement.

2. **Dissolution** - The Company shall be dissolved and its affairs wound up upon the first to occur of the following events:

- A. the vote of the Members;
- B. the entry of a decree of judicial dissolution under the Act; or
- C. the sale of the Company's business or all or substantially all of the Company's assets.

3. **Effect of Dissolution** - Upon dissolution, the Company shall cease carrying on (as distinguished from the winding up of) the Company business, but the Company shall not terminate and shall continue until the winding up of the affairs of the Company is completed and the Certificate of Cancellation has been filed with the Secretary of State of Delaware.

4. **Distribution of Assets on Dissolution** - Upon the winding up of the Company, the Company property shall be distributed:

- A. first, to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of the Company's liabilities;
- B. second, to the establishment of any reserve that the Members may reasonably deem necessary for any contingent or unforeseen liabilities of the Company; and thereafter

- C. to Members in the order of priority specified in Section 2 of Article VIII above.

Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's taxable year or, if later, within ninety (90) days after the date of liquidation. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Members.

5. **Winding Up and Certificate of Cancellation.** – The winding up of the Company shall be completed when all of its debts, liabilities, and obligations have been paid and discharged or reasonable adequate provision therefor has been made, and all of the remaining assets of the Company have been distributed to its Members. Upon the completion of winding up of the Company, a certificate of cancellation shall be delivered to the Secretary of State of Delaware for filing. The certificate of cancellation shall set forth the information required by the Act.

ARTICLE XVI AMENDMENT

1. **Amendment or Modification of Agreement** - This Agreement may be amended or modified from time to time only by a written instrument adopted by the Board, except that any provision requiring the unanimous vote of Members may not be amended or modified except upon the consent of all of the Members and no amendment or modification adverse to the rights of the Strategic Partner Members under this Agreement may be adopted without the consent of a majority of the Strategic Partner Members.

2. **Board's Right to Restructure Strategic Partner Interests** - Notwithstanding the foregoing or anything to the contrary in this Agreement or elsewhere, the Board may in its discretion at any time and from time to time reorganize or consolidate the Company and any Strategic Partner LLCs as part of any restructuring, including by substituting for any Strategic Partner Interest interests in Strategic Partner LLCs and substituting Strategic Partner Interests for any Strategic Partners' interests in any Strategic Partner LLCs so long the rights of the applicable Strategic Partners with respect to distributions of Channel Profit and Transfers of assets of or interests in the Company and Strategic Partner LLCs are not materially and adversely affected as a result of any such restructuring or substitution.

ARTICLE XVII MISCELLANEOUS PROVISIONS

1. **Entire Agreement** - This Agreement expresses the entire agreement among the Members and supersedes all other earlier and contemporaneous oral and written agreements and understandings with respect to the subject matter hereof.

2. **Severability** - Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not

deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

3. **Rights of Creditors and Third Parties under Agreement** – This Agreement is entered into between the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by the Act or other applicable statute, no such creditor or third party shall have any rights under this Agreement or any other agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

4. **Investment Intention** - Each Member represents and warrants that he is acquiring his Interest solely for such Member's own account for investment and not with a view to or for sale in connection with any distribution thereof. Each Member agrees that he will not, directly or indirectly, offer, transfer, sell, pledge, hypothecate or otherwise dispose of all or any part of any Interest (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of all or any part of an Interest), except in compliance with the Securities Act and the rules and regulations of the SEC thereunder, and in compliance with applicable state securities or "blue sky" laws and non-U.S. securities laws. Each Member further understands, acknowledges and agrees that no Interest may be transferred, sold, pledged, hypothecated or otherwise disposed of unless the provisions of this Agreement shall have been complied with or have expired.

5. **Dispute Resolution; Equitable Relief**

5.1 Each Member hereby voluntarily, irrevocably, and unconditionally waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, between or among the parties arising out of, in connection with, related to, or incidental to this Agreement.

5.2 Except as provided in Section 5.3 below, in the event that there is a disagreement between the parties arising out of this Agreement, including with respect to whether there has been a material breach:

5.2.1 The parties will meet and confer in good faith to attempt to resolve the disagreement within thirty (30) days after request by either party;

5.2.2. In the event that the parties cannot resolve their disagreement within that thirty (30) day period, the parties shall submit the dispute for mediation before a mediator on whom they mutually agree, and, if they do not agree, then one selected by the American Arbitration Association from its roster of mediators in Hartford, Connecticut;

5.2.3. If after mediation the disagreement is still not resolved, or the mediation is not completed within thirty (30) days after the expiration of the first thirty day period, then the parties shall resolve the disagreement through binding arbitration to be conducted in Hartford, Connecticut;

5.2.4 Except to the extent that a party may be entitled to indemnification under this Agreement, each party shall bear their own costs in connection with any such mediation or arbitration, including but not limited to attorneys' fees and any expert witness fees;

5.2.5 The arbitrator may award any remedy allowed under applicable law, including but not limited to compensatory damages, exemplary damages, declaratory relief and/or injunctive relief;

5.2.6 Any court of competent jurisdiction may then enter a judgment based on the award; and

5.2.7 The parties have knowingly agreed to have all issues arising out of this Agreement decided by neutral arbitration as set forth above, and have knowingly and voluntarily given up any rights they might possess to have those matters litigated in a court (bench) or jury trial, including their judicial rights to discovery and appeal except to the extent that the arbitrator is authorized to and in fact does order discovery.

5.3 Notwithstanding the foregoing provisions of Section 5.2 above, in the case of any breach or threatened breach of Article X, XIII, XIV, the Company (or any successor to its rights under Article XIV) and the Managers and the Board acting on its behalf, and the initial Members shall not be bound by any provision of Section 5.2 above and may in their discretion at any time seek any remedy available in accordance with Article X, XIII, or XIV above or this Section 5.3. Each Member understands and agrees that money damages would be both incalculable and insufficient remedy for any breach of Article X, XIII, or XIV and that any such breach would cause irreparable harm. Accordingly, each Member agrees that in the event of any breach or threatened breach of Article X, XIII, or XIV above, the Company and each initial Member, in addition to any other remedies at law or in equity they may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Each Member waives any and all defenses and claims as to venue, forum or jurisdiction of the person or subject matter, and any others that, if asserted under law or equity, would prevent the timely issuance of injunctive relief to the Company or any initial Member, as applicable.

6. **Notices** - All notices and other communications provided for in this Agreement shall be in writing, duly signed by the party giving such notice, or its counsel, and shall be delivered in person, sent by overnight courier service, telecopied during regular business hours on a Business Day, or mailed by certified mail, return receipt requested, as follows:

- A. If given to the Company, at the address specified in Article II of this Agreement, or at such other address as the Members may hereafter designate by written notice to the Members; or
- B. If given to a Member, at the address set forth on Schedule A attached hereto, or at such other address as such Member may hereafter designate by written notice to the Company and the other Members.

Notices shall be deemed given (i) when delivered or refused if sent by hand during regular business hours, (ii) three (3) business days after being sent by United States Postal

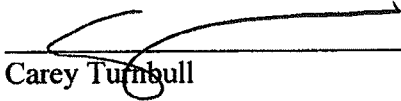
Service, registered or certified mail, postage prepaid, return receipt requested, (iii) on the next business day when sent by reputable overnight express mail service that provides tracing and proof of receipt or refusal of items mailed, or (iv) when received by the addressee if by telecopier transmission.

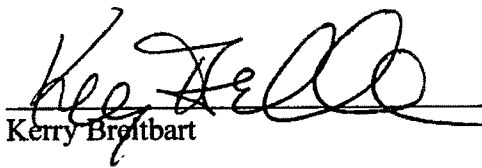
7. **Governing Law** - This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of The Commonwealth of Delaware and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

8. **Counterparts** - This Agreement may be signed and delivered in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document. The execution of this Agreement may be evidenced by a facsimile or an electronically transmitted signature.

IN WITNESS WHEREOF, we have hereunto set our hands as of the Effective Date.

MEMBERS:

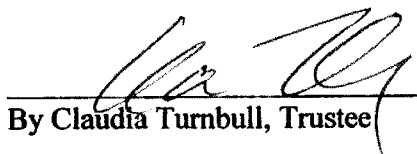

Carey Turnbull


Kerry Breitbart

THE KIMBERLY TURNBULL IRREVOCABLE GIFT TRUST


By Claudia Turnbull, Trustee

THE DEVON TURNBULL IRREVOCABLE GIFT TRUST


By Claudia Turnbull, Trustee

THE INTERESTS DESCRIBED IN THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. UNLESS REGISTERED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS, THESE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. ACCORDINGLY, INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Strategic Partner Signature Page
(Individual)

IN WITNESS WHEREOF, the undersigned has duly executed this Limited Liability Company Agreement, as of this _____ day of _____, 20__ and acknowledges and agrees that any Interest granted to the undersigned is subject to the terms and conditions of this Limited Liability Company Agreement and the Strategic Partner Award Agreement between the undersigned and the Company.

Print Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: _____

E-Mail Address: _____ Fax Number: _____

SOCIAL SECURITY NO.: _____

THE INTERESTS DESCRIBED IN THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. UNLESS REGISTERED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS, THESE INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. ACCORDINGLY, INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Strategic Partner Signature Page
(Entity)

IN WITNESS WHEREOF, the undersigned has duly executed this Limited Liability Company Agreement, as of this _____ day of _____, 20__ and acknowledges and agrees that any Interest granted to the undersigned is subject to the terms and conditions of this Limited Liability Company Agreement and the Strategic Partner Award Agreement between the undersigned and the Company.

Name of Entity: _____

By: _____

Name: _____

Title: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone: _____

E-Mail Address: _____ Fax Number: _____

TAXPAYER IDENTIFICATION NO.: _____

By his/her signature below, the undersigned of the above named Strategic Partner Member, as a condition and material inducement to issuance of an Interest to such Strategic Partner Member, which issuance will confer a material benefit on the undersigned, is personally undertaking and agreeing to be bound in his/her individual capacity by all of the terms and provisions of Articles XIII and XIV of this Limited Liability Company Agreement ("Conflicts of Interest" and "Nonsolicitation; Noncompetition") that are applicable to the Strategic Partner as if each reference therein to "Member" and "Vested Member" were also a reference to the undersigned Principal individually.

SCHEDULE A

MANAGERS, MEMBERS AND PERCENTAGE INTERESTS

Managers

Carey Turnbull

Kerry Breitbart

Directors

Carey Turnbull

Kerry Breitbart

Members

Percentage Interest

Carey Turnbull

15% generally, and
as set forth on the following pages of
this Schedule A with respect to each
of the Channels identified on such
pages

The Kimberly Turnbull Irrevocable Gift Trust

20% generally, and
as set forth on the following pages of
this Schedule A with respect to each
of the Channels identified on such
pages

The Devon Turnbull Irrevocable Gift Trust

20% generally, and
as set forth on the following pages of
this Schedule A with respect to each
of the Channels identified on such
pages

Kerry Breitbart

45% generally, and
As set forth on the following pages
of this Schedule A with respect to
each of the Channels identified on
such pages

CHANNEL: _____

Initial Members

Percentage Interest with respect to Channel

Carey Turnbull _____ %

The Kimberly Turnbull Irrevocable Gift Trust _____ %

The Devon Turnbull Irrevocable Gift Trust _____ %

Kerry Breitbart _____ %

Strategic Partner Member

Percentage Interest with respect to Channel

_____ %
[Address]

Exhibit A-18 Secretary of State

Please see attached.

Jon Husted
Ohio Secretary of State[Jon Husted & the Office](#) | [Elections & Voting](#) | [Campaign Finance](#) | [Legislation & Ballot Issues](#) | [Businesses](#) | [Records](#) | [Media Center](#) | [Publications](#)**Business Filing Portal**your **BUS****INESS** begins here[Print this report](#)**Corporation Details**

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

Exhibit B-1 Jurisdictions of Operation

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

- Ohio
- New Jersey
- New York
- Pennsylvania

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

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

Exhibit B-2 Experience & Plans

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

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

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

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

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

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

Exhibit B-3 Summary of Experience

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

The chart below outlines the number and types of customers served in each utility service areas.

Type/Status	Columbia Gas of Ohio	Dominion East Ohio	Duke Energy - Gas	Vectren	Grand Total
Commercial	68	282	30	3,034	3,414
Active	46	148	12	13	219
Final	22	117	18	3,016	3,173
Pending Final*		17		5	22
Residential	6,641	7,567	3,145	51,032	68,385
Active	3,538	4,133	1,577	3,310	12,558
Enrolled	65	78	60	224	427
Final	2,709	2,911	1,333	46,800	53,753
Pending Enrollment†	8	10	5	19	42
Pending Final	321	435	170	679	1,605
Grand Total	6,709	7,849	3,175	54,066	71,799

* These customers will begin service with NAP after the filing of the renewal application

† Enrollment Request submitted to Utility

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

Exhibit B-4 Disclosure of Liabilities and Investigations

Connecticut PURA Investigation

The Connecticut Public Utilities Regulatory Authority (“PURA”) opened an investigation into the trade practices of North American Power and Gas (“NAPG”) in February 2013. In this proceeding, PURA investigated whether or not NAPG had historically engaged in unfair or deceptive trade practices in violation of Conn. Gen. Stat. §16-245o or §42-110b(a). Throughout the investigation, NAPG responded to all interrogatories and requests for documents, and offered detailed testimony from its President, Bill Kinneary as well as the co-founder of the Company, Kerry Breitbart. At all times, NAPG denied (and continues to deny) that it violated any regulation or CT statute. Despite its continued defense of all allegations, NAPG - in order to effectuate a final resolution of the investigation - met on multiple occasions with the Attorney General, the Office of Consumer Counsel and representatives from PURA to discuss how the matter could be amicably resolved. The proposed final settlement resulted in no finding of any wrongdoing or liability against NAPG. NAPG agreed to begin making voluntary, charitable donations to Operation Fuel in November 2015 (to continue for a 26-month period). Operation Fuel is a private, non-profit energy assistance program for people who need emergency help with energy bills and are not eligible for state or federal assistance. We remain in good standing with the Connecticut PURA. There are no pending complaints or investigations.

Ralph & Rhonda D’Arinzo vs. North American Power and Gas

Former NAPG Independent Representatives Ralph and Rhonda D’Arinzo filed a lawsuit against North American Power & Gas and Kerry Breitbart in Connecticut Superior Court in or about 2013, claiming, under several alternate (and contractually unsubstantiated) legal theories, claiming that the plaintiffs are owed: (1) unpaid commissions under the NAPG compensation plan; (2) 5% of the profits attributable to their down-line organization; and (3) a 5% equity interest in NAPG. North American Power denies any wrongdoing and is vigorously defending itself against all of the claims made by the D’Arinzos. The matter is currently pending on the Complex Litigation Docket in Waterbury, Connecticut. Discovery has concluded and the case is currently in the pre-trial phase. Trial is currently expected to begin in the first quarter of 2016. Attempts to mediate the dispute have thus far not produced a viable resolution.

Class Action Lawsuits

There have been a total of five class action civil lawsuits filed against NAPG. The first putative class action against NAPG was *Daniel Ligotino vs. NAPG* (District Court of NJ, 2014) but was later voluntarily withdrawn, without prejudice, by plaintiff’s counsel. As such there is nothing to report and the matter is considered closed. Currently, there are four active, putative class action lawsuits filed by plaintiffs against North American Power: *David Fritz and Michael Tully vs. NAPG* (Consolidated Action in the District Court of CT); *Peggy Zahn vs. NAPG* (Northern District of Illinois – Eastern Division); *Paul T. Edwards vs NAPG* (District Court of CT); and *Julie Claridge and Helen Marsh vs. NAPG* (Southern District of New York). All of the actions contain substantially similar claims and all plaintiffs are former customers of North American Power, who allege that North American Power’s trade practices were unfair and deceptive. Plaintiffs are primarily pursuing two claims in each of the lawsuits. The first being a claim for violation of

each respective state's Consumer Fraud Act and the second being a claim for breach of contract (i.e. the NAPG Terms of Service). Plaintiffs generally allege that NAP offered them low introductory rates to supply their electricity and natural gas and then later increased the rates in a manner that was unfair and deceptive. All three cases are in the very early stages of litigation. Each case will begin with a motion to dismiss filed by NAP, followed by discovery. Trial is not anticipated until late 2016 or 2017 for any of the four active cases. North American Power denies any wrongdoing and is vigorously defending itself against all of the claims made by these plaintiffs.

Exhibit B-5 “Disclosure of Consumer Protection Violations”

Since its last certification, North American Power or any principal officer of the applicant has been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws.

Exhibit C-1 Annual Reports

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

Exhibit C-2 SEC Filings

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

Exhibit C-3 Financial Statements

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

Exhibit C-4 Financial Arrangements

Documents 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

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

Exhibit C-6 Credit Rating

See attached.

North American Power And Gas, Llc

DUNS: 83-246-1086

Dashboard

Company Info

20 Glover Ave Ste 1
Norwalk, CT 06851

Phone: (203) 893-4196

URL: www.napower.com

Company Info

PAYDEX®	Delinquency Predictor		Financial Stress		Supplier Eval. Risk Rating	Credit Limit Rec.	D&B Rating	D&B Viability Rating
Score	Score	Class	Score	Class	Rating	Recommendation	Rating	Rating
79 ▲	595 ▲	1	1515 ▲	2	3 ▼	\$90K	1R3	33BG

Recent Alerts

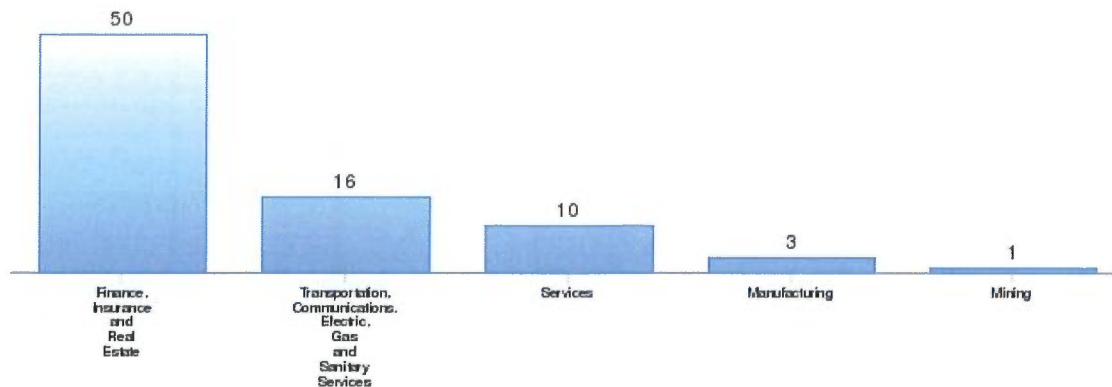
There are currently no alerts issued for this company. If you only recently began monitoring this company, you will not receive your first alerts until score changes or events occur.

Inquiries

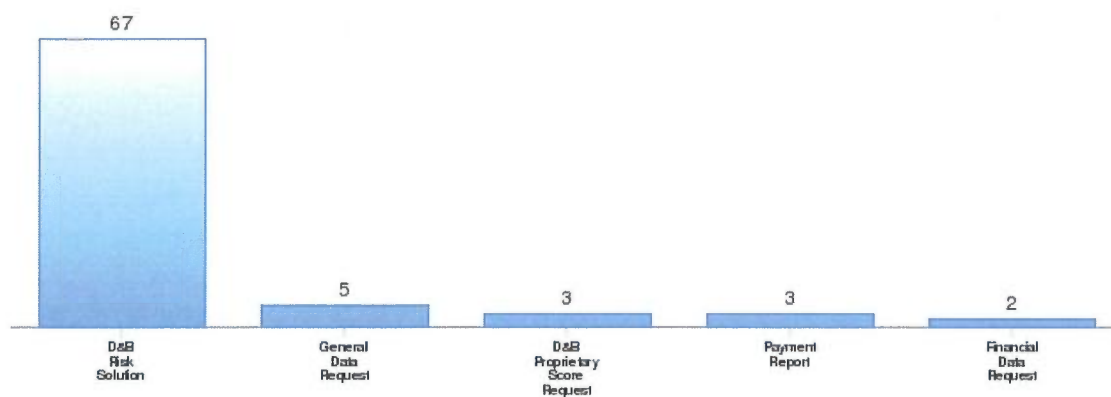
Most Recent

Date	SIC / Sector	Report type
03/23/16	Transportation, Communications, Electric, Gas and Sanitary Services	D&B Risk Solution
02/24/16	Transportation, Communications, Electric, Gas and Sanitary Services	D&B Risk Solution
02/19/16	Finance, Insurance and Real Estate	D&B Proprietary Score Request
02/19/16	Finance, Insurance and Real Estate	D&B Risk Solution
02/19/16	Finance, Insurance and Real Estate	Financial Data Request

Top 5 Inquiries by SIC / Sector (12 Months)



Top 5 Inquiries by Report Type (12 Months)



Scores

PAYDEX®

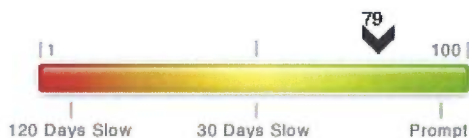
79



3 Month PAYDEX®

76

2 days beyond terms



Understanding My Score

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

Recent Payments

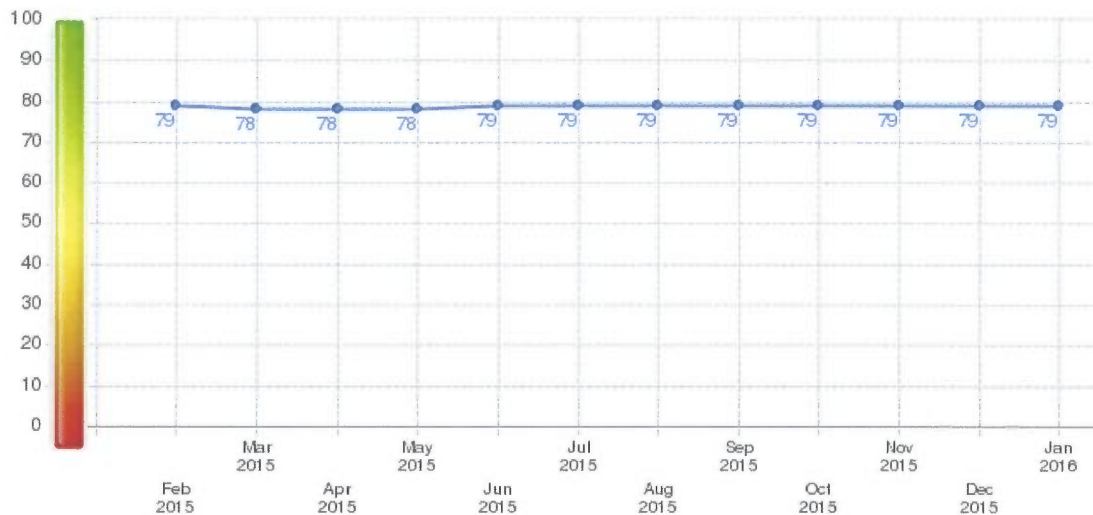
Total (Last 24 Months): 20

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2016	Ppt-Slow 30	\$25,000	\$0	\$0	N30	1 mo
02/2016	Ppt	\$35,000	\$0	\$0	--	2-3 mos
02/2016	Ppt	\$10,000	\$750	\$0	--	1 mo
02/2016	Ppt	\$10,000	\$0	\$0	--	1 mo
02/2016	Ppt	\$500	\$500	\$0	--	1 mo

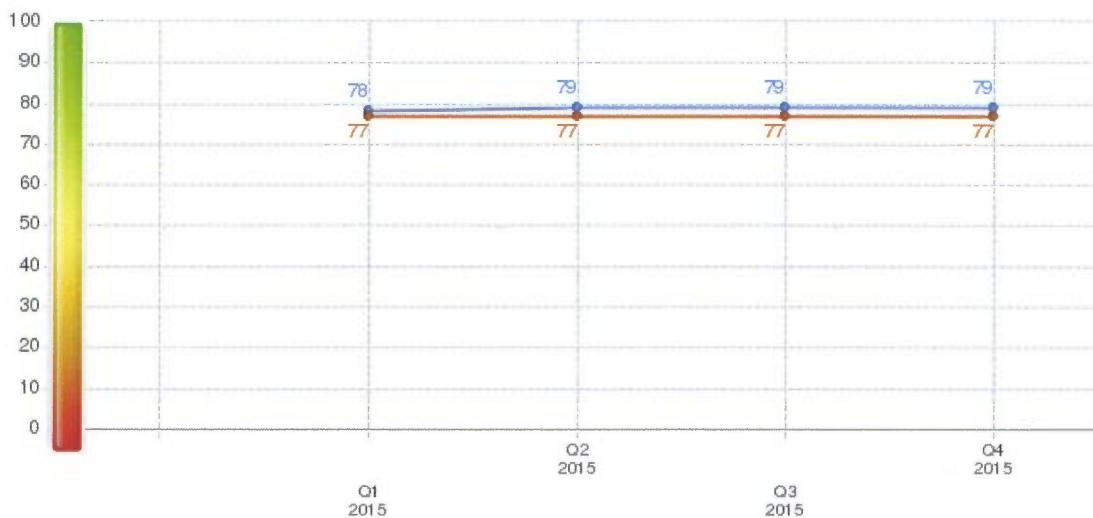
Key

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

Trends



Industry Comparison



- My Company (79)
- Industry Median: (78)

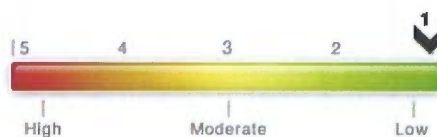
Based on payments collected over the last 4 quarters.

- Current PAYDEX® for this business is 79, or equal to 2 days beyond terms
- The present industry median score is 78, or equal to 3 days beyond terms.

Delinquency Predictor Score

Score **595** ▲ Class **1** Percentile **95%**

Low risk of severe payment
delinquency over next 12 months



Understanding My Score

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

Incidence of Delinquent Payment:

Among Companies with this Classification: **1.10%**

Factors Affecting Your Score:

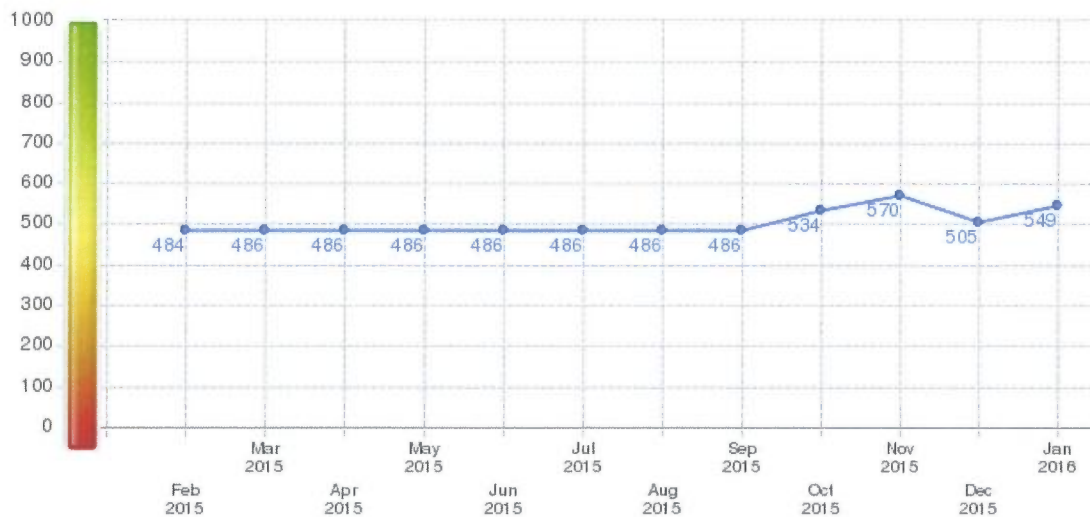
Limited time under present management control

Higher risk industry based on delinquency rates for this industry

Key

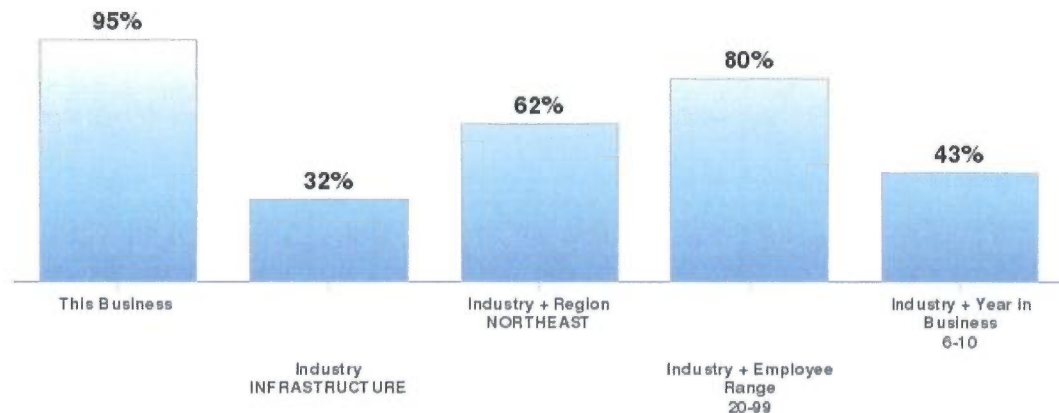
Risk Class	% of Businesses within this Class	Percentile	Score
1	10%	91-100	580-670
2	20%	71-90	530-579
3	40%	31-70	481-529
4	20%	11-30	453-480
5	10%	1-10	101-452

Trends - Scores, 12 Month



• My Company (595)

Industry Comparison



This business has a Credit Score Percentile that shows:

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

Financial Stress Score



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

Understanding My Score

Incidence of Financial Stress:

Among Companies with this Classification: **0.09** (84 per 10000)

Factors Affecting Your Score:

UCC Filings reported.

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

Limited time under present management control

Business does not own facilities.

Composite credit appraisal is rated fair.

Higher risk legal structure.

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

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily

experience financial stress.

- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

Key

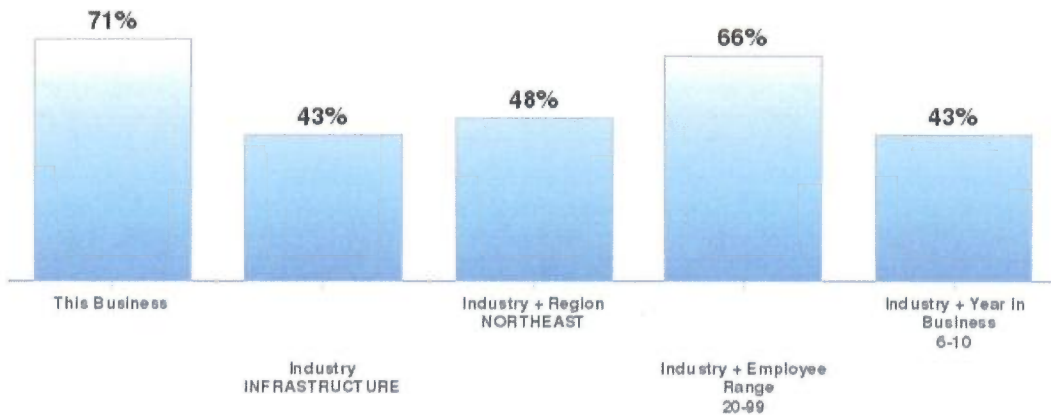
Score	Class	Percentile	Incidence of Financial Stress
1570-1875	1	95-100	6.0%
1510-1569	2	69-94	10.6%
1450-1509	3	34-68	18.4%
1340-1449	4	2-33	31.5%
1001-1339	5	1	70.0%

Trends - Scores, 12 Month



- My Company (1,515)

Industry Comparison



Based on payments collected over the last 4 quarters.

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

Supplier Evaluation Risk Rating

3 ▼



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

Understanding My Score

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

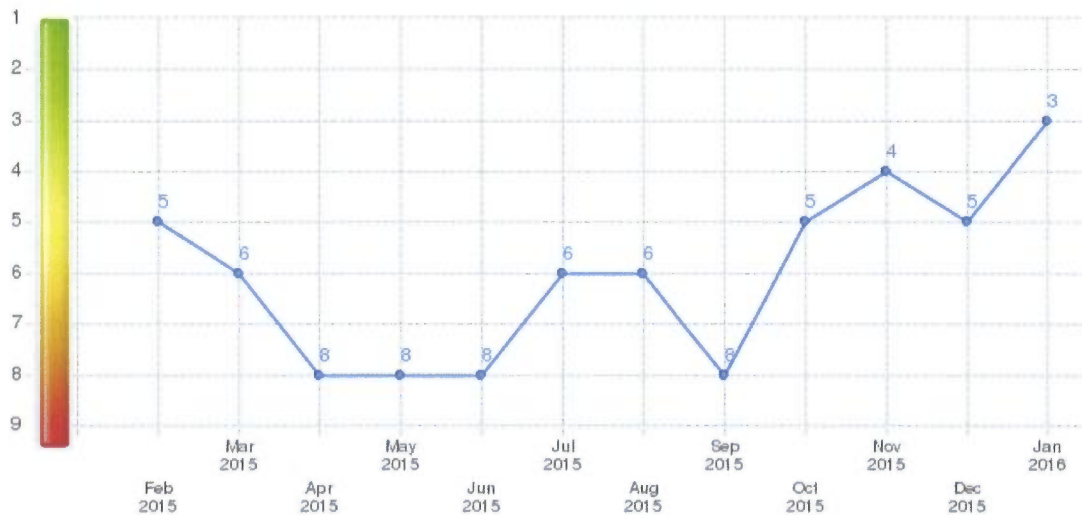
Factors Affecting This Company's Score:

Higher risk industry based on inactive rate for this industry

Limited time under present management control

Proportion of past due balances to total amount owing

Trends



• My Company (3)

Credit Limit Recommendation

Risk Category

1

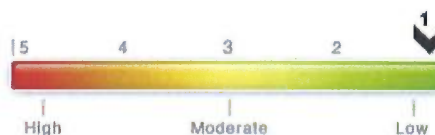
Conservative Credit Limit

\$90k

Aggressive Credit Limit

\$200k

Low



Understanding My Score

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

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

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

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

Credit Limit Recommendation

Rating

1R3

Number of employees: **1R** indicates 10 or more employees
Composite Credit Appraisal: **3** is fair

D&B Rating	Date Applied
1R3	2015-09-24
1R4	2015-08-28
1R3	2012-09-07
--	2009-10-27

Understanding My Score

Factors Affecting Your Score

of Employees Total: **96**

Sales: **\$350,000,000.00**

Payment Activity (based on 20 experiences):

Average High Credit: **\$52,238**

Highest Credit: **\$400,000**

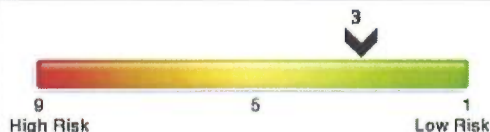
Total Highest Credit: **\$680,800**

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

D&B Viability Rating

3

Viability Score

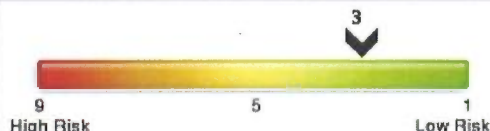


Compared to ALL US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 3 have a probability of becoming no longer viable: **3%**
- Percentage of businesses ranked 3: **15%**
- Across all US businesses, the average probability of becoming no longer viable: **14%**

3

Portfolio Comparison



Compared to ALL US Businesses within the D&B Database:

- Model Segment: **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked 3 within this model segment have a probability of becoming no longer viable: **3%**
- Percentage of businesses ranked 3 within this model segment: **11%**
- Within this model segment, the average probability of becoming no longer viable: **5%**

B

Data Depth Indicator



Data Depth Indicator:

Rich Firmographics
Extensive Commercial Trading Activity
Basic Financial Attributes



Company Profile

Financial
Data

**Not
Available**

Trade
Payments

**Available
(3+Trade)**

Company
Size

Large

Years in
Business

Established

Compared to ALL US Businesses within the D&B Database:

- Financial Data: **Not Available**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: \$500K+**
- Years in Business: **Established: 5+**

Inquiries

12 Month Summary

Over the past 12 months ending 4-2016, 81 individual requests for information on your company were received; this represents a 61.73% increase over the prior 12 month period. The 81 inquiries were made by 0 unique customers indicating that some companies have inquired on your business multiple times and may be monitoring you. Of the total products purchased, 50, or 61.73% came from the Finance, Insurance and Real Estate sector; 16, or 19.75% came from the Transportation, Communications, Electric, Gas and Sanitary Services sector; 10, or 12.35% came from the Services sector.

12 Month Total# Inquiries: 81

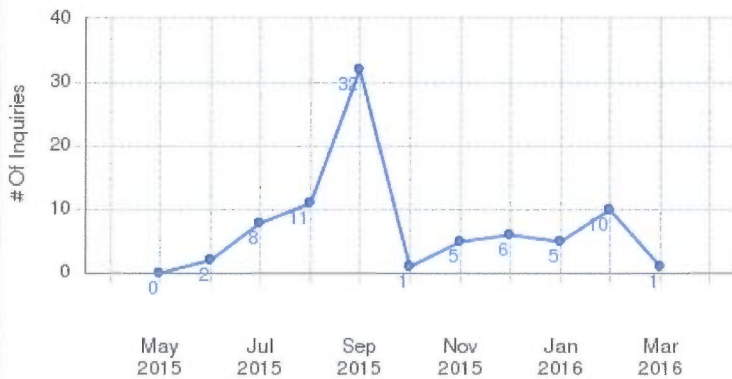
12 Month Unique Customers:0

Date ▼	Report type	SIC / Sector
03/23/16	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
02/24/16	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
02/19/16	D&B Proprietary Score Request	Finance, Insurance and Real Estate
02/19/16	D&B Risk Solution	Finance, Insurance and Real Estate
02/19/16	Financial Data Request	Finance, Insurance and Real Estate
02/19/16	General Data Request	Finance, Insurance and Real Estate
02/19/16	General Data Request	Finance, Insurance and Real Estate
02/19/16	Payment Report	Finance, Insurance and Real Estate
02/11/16	D&B Risk Solution	Services
02/11/16	D&B Risk Solution	Services
02/10/16	D&B Risk Solution	Services
01/25/16	D&B Risk Solution	Services
01/21/16	D&B Risk Solution	Retail Trade
01/18/16	D&B Risk Solution	Services
01/16/16	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
01/06/16	D&B Risk Solution	Mining
12/31/15	D&B Risk Solution	Finance, Insurance and Real Estate
12/30/15	D&B Risk Solution	Manufacturing
12/30/15	General Data Request	Manufacturing
12/28/15	D&B Risk Solution	Services

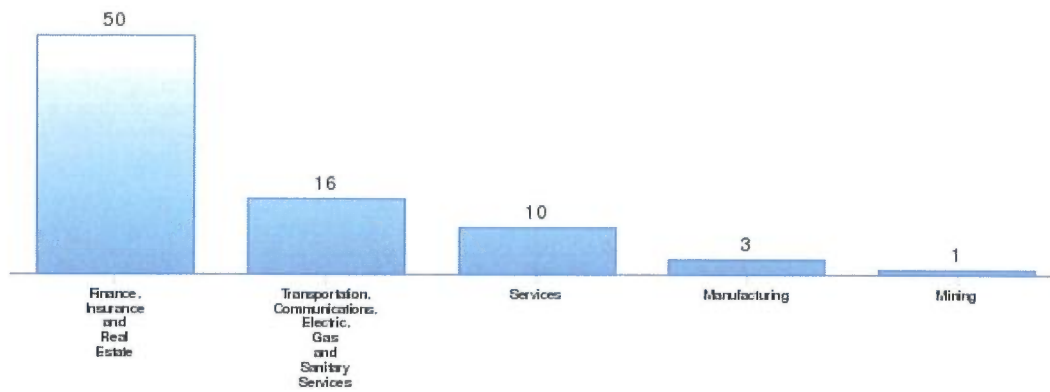
12/03/15	D&B Risk Solution	Finance, Insurance and Real Estate
12/02/15	D&B Risk Solution	Manufacturing
11/30/15	D&B Risk Solution	Finance, Insurance and Real Estate
11/30/15	D&B Risk Solution	Finance, Insurance and Real Estate
11/11/15	D&B Risk Solution	Services
11/02/15	D&B Risk Solution	Finance, Insurance and Real Estate
11/02/15	D&B Risk Solution	Finance, Insurance and Real Estate
10/22/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/24/15	D&B Proprietary Score Request	Finance, Insurance and Real Estate
09/24/15	D&B Proprietary Score Request	Finance, Insurance and Real Estate
09/24/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/24/15	Financial Data Request	Finance, Insurance and Real Estate
09/24/15	General Data Request	Finance, Insurance and Real Estate
09/24/15	General Data Request	Finance, Insurance and Real Estate
09/24/15	Payment Report	Finance, Insurance and Real Estate
09/24/15	Payment Report	Finance, Insurance and Real Estate
09/23/15	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
09/21/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/18/15	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
09/18/15	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
09/18/15	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
09/18/15	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
09/18/15	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
09/18/15	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
09/18/15	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
09/18/15	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
09/17/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/16/15	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
09/14/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/14/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/11/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/11/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/10/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/10/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/10/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/10/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/10/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/10/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/09/15	D&B Risk Solution	Finance, Insurance and Real Estate
09/02/15	D&B Risk Solution	Services

08/31/15	D&B Risk Solution	Services
08/27/15	D&B Risk Solution	Finance, Insurance and Real Estate
08/26/15	D&B Risk Solution	Finance, Insurance and Real Estate
08/25/15	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
08/25/15	D&B Risk Solution	Finance, Insurance and Real Estate
08/24/15	D&B Risk Solution	Finance, Insurance and Real Estate
08/24/15	D&B Risk Solution	Finance, Insurance and Real Estate
08/13/15	D&B Risk Solution	Finance, Insurance and Real Estate
08/12/15	D&B Risk Solution	Finance, Insurance and Real Estate
08/12/15	D&B Risk Solution	Finance, Insurance and Real Estate
08/06/15	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
07/31/15	D&B Risk Solution	Finance, Insurance and Real Estate
07/31/15	D&B Risk Solution	Finance, Insurance and Real Estate
07/30/15	D&B Risk Solution	Finance, Insurance and Real Estate
07/29/15	D&B Risk Solution	Finance, Insurance and Real Estate
07/28/15	D&B Risk Solution	Finance, Insurance and Real Estate
07/28/15	D&B Risk Solution	Finance, Insurance and Real Estate
07/28/15	Sales & Marketing Solution	Finance, Insurance and Real Estate
07/15/15	D&B Risk Solution	Finance, Insurance and Real Estate
06/23/15	D&B Risk Solution	Transportation, Communications, Electric, Gas and Sanitary Services
06/16/15	D&B Risk Solution	Services

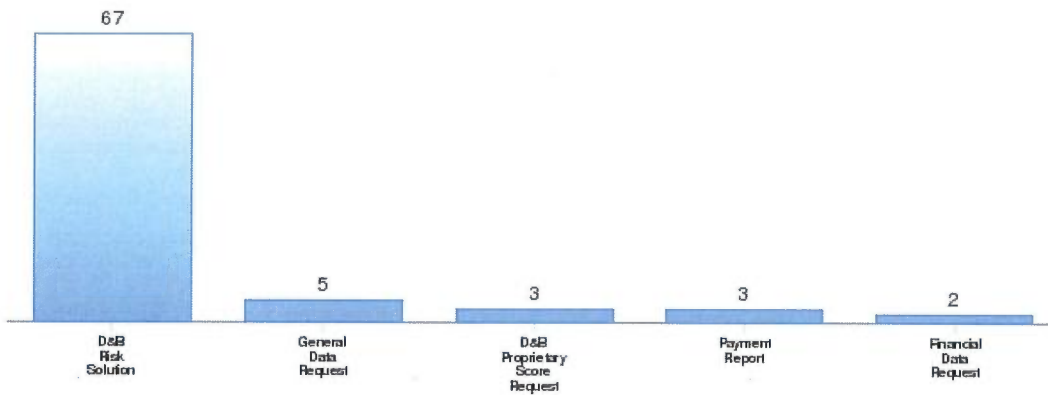
Trends - 12 Month



Top 5 Inquiries by Report Type (12 Months)



Top 5 Report Types
Graph(12 Months)



All Inquiries by Industry and SIC / Sector

SIC/Sector	May 2015 to Jul 2015	Aug 2015 to Oct 2015	Nov 2015 to Jan 2016	Feb 2016 to Apr 2016	Total Inquiries
Construction	0	0	0	0	0
Finance, Insurance and Real Estate	8	30	6	6	50
Manufacturing	0	0	3	0	3
Mining	0	0	1	0	1
Public Administration	0	0	0	0	0
Retail Trade	0	0	1	0	1
Services	1	2	4	3	10
Transportation, Communications, Electric, Gas and Sanitary Services	1	12	1	2	16


Inquiries by Report Type

Report Type	May 2015 to Jul 2015	Aug 2015 to Oct 2015	Nov 2015 to Jan 2016	Feb 2016 to Apr 2016	Total
D&B Proprietary Score Request	0	2	0	1	3
D&B Risk Solution	9	37	15	6	67
Financial Data Request	0	1	0	1	2
General Data Request	0	2	1	2	5
Payment Report	0	2	0	1	3
Sales & Marketing Solution	1	0	0	0	1

Payments

Currency: Shown in USD unless otherwise indicated

Payments Summary

Current PAYDEX®: 79 Equal to 2 days beyond terms
Industry Median: 78 Equal to 3 DAYS BEYOND terms
Payment Trend:  Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ): 20
Payments Within Terms (not dollar weighted): 97
Total Placed For Collection: NA
Average Highest Credit: 52,238
Largest High Credit: 400,000
Highest Now Owing: 10,000
Highest Past Due: NA

Payments Summary by Industry

Total (Last 24 Months): 20

	Total Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	Days Slow			
					31	30-80	81-90	90
Top Industries								
Management consulting	2	\$415,000	\$400,000	100%	0	0	0	0
Theatrical producer	1	\$100,000	\$100,000	100%	0	0	0	0
Direct mail ad svcs	1	\$45,000	\$45,000	100%	0	0	0	0
Nonclassified	1	\$35,000	\$35,000	100%	0	0	0	0
Employment agency	1	\$35,000	\$35,000	100%	0	0	0	0
Computer system desgn	1	\$25,000	\$25,000	50%	50	0	0	0
Management services	1	\$10,000	\$10,000	100%	0	0	0	0
Short-trm busn credit	1	\$10,000	\$10,000	100%	0	0	0	0
Public finance	1	\$2,500	\$2,500	100%	0	0	0	0
Misc equipment rental	1	\$1,000	\$1,000	100%	0	0	0	0
Misc business service	1	\$500	\$500	100%	0	0	0	0
Security broker/deal	1	\$100	\$100	100%	0	0	0	0
Telephone communicatns	1	\$0	\$0	0%	0	0	0	0
Other Categories								
Cash experiences	6	\$1,700	\$1,000	--	--	--	--	--
Unknown	0	\$0	\$0	--	--	--	--	--
Unfavorable comments	0	\$0	\$0	--	--	--	--	--
Placed for collections with D&B:	0	\$0	\$0	--	--	--	--	--
Other	0	N/A	\$0	--	--	--	--	--
Total in D&B's file	20	\$680,800	\$400,000	--	--	--	--	--

Payments Beyond Terms

Total (Last 24 Months): 1

Date ▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2016	Ppt-Slow 30	\$25,000	\$0	\$0	N30	1 mo

All Payments

Total (Last 24 Months): 20

Date ▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2016	Ppt-Slow 30	\$25,000	\$0	\$0	N30	1 mo
02/2016	Ppt	\$35,000	\$0	\$0	--	2-3 mos
02/2016	Ppt	\$10,000	\$750	\$0	--	1 mo
02/2016	Ppt	\$10,000	\$0	\$0	--	1 mo
02/2016	Ppt	\$500	\$500	\$0	--	1 mo
02/2016	Ppt	\$100	\$100	\$0	N30	1 mo
02/2016	Ppt	--	\$0	\$0	--	4-5 mos
01/2016	Ppt	\$1,000	\$250	--	Lease Agreemnt	--
01/2016	(009)	\$1,000	--	--	Cash account	1 mo
12/2015	Ppt	\$100,000	\$0	\$0	N30	1 mo
12/2015	Ppt	\$45,000	\$0	\$0	N30	1 mo
12/2015	Ppt	\$35,000	\$10,000	\$0	N30	1 mo
10/2015	(013)	\$50	--	--	Cash account	6-12 mos
09/2015	(014)	\$500	--	--	Cash account	1 mo
07/2015	Ppt	\$2,500	--	--	--	1 mo
07/2015	(016)	\$100	--	--	Cash account	4-5 mos
05/2015	(017)	\$50	--	--	Cash account	1 mo
07/2014	(018)	--	\$0	\$0	Cash account	6-12 mos
05/2014	Ppt	\$400,000	\$0	\$0	--	4-5 mos
05/2014	Ppt	\$15,000	\$0	\$0	--	6-12 mos

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

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

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Overview

Company Name:	NORTH AMERICAN POWER AND GAS, LLC	URL:	www.napower.com
Doing Business As:	NORTH AMERICAN POWER AND GAS, LLC	Stock Symbol:	NA
Street Address:	20 Glover Ave Ste 1 Norwalk, CT 06851	History:	NA
Phone:	(203) 893-4196	Operations:	NA
Fax:	(203) 286-2064	Present Management Control:	NA
		Annual Sales:	\$350,000,000

Company Overview

The following information was reported: **12/09/2015**

Officer(s):
KERRY BREITBART, CHM-CO FOUNDER
DERYL BROWN, CEO
BILL KINNEARY, PRES
CAREY TURNBULL, CO FOUNDER
KEITH SCHWARTZ, CFO
TAFF TSCHAMLAR, COO
JIM CRYSDALE, CIO

The Connecticut Secretary of State's business registrations file showed that North American Power and Gas, LLC was registered as a Limited Liability Company on June 6, 2012, under file registration number 1073954.

Business started 2009.

KERRY BREITBART. Antecedents are unknown.

DERYL BROWN. Antecedents are unknown.

BILL KINNEARY. Antecedents are unknown.

CAREY TURNBULL. Antecedents are unknown.

KEITH SCHWARTZ. Antecedents are unknown.

TAFF TSCHAMLAR. Antecedents are unknown.

JIM CRYSDALE. Antecedents are unknown.

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

Business address has changed from One Marshall St Ste 205, Norwalk, CT, 06854 to One Marshall Street, Suite 205, Norwalk, CT, 06854.

AFFILIATES:

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

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF
OCTOBER 31 2009.

Registered Name:	NORTH AMERICAN POWER AND GAS, LLC	NA
Business Type:	NA	
Corporation Type:	NA	
Date Incorporated:	NA	
State of Incorporation:	DELAWARE	
Filing Date:	Oct 07 2009	
FilingFedID:	NA	
Registration ID:	4739634	
Duration:	NA	
Duration Date:	NA	
Status:	STATUS NOT AVAILABLE	
Status Attained Date:	NA	
Where Filed:	SECRETARY OF STATE/CORPORATIONS DIVISION, DOVER, DE	
Registered Agent:	THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER 1209 ORANGE STREET, WILMINGTON, DE, 198010000	
Agent Appointed:	NA	
AgentStatus:	NA	
Principals:		

Business Registration

12/09/2015

Description:

Provides electric and other services combined (100%).

All sales cash. Has 240000 account(s). Sells to general public & commercial concerns. Territory : Local.

Employees: 96 which includes officer(s) and 2 part-time.

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

Location: NA

Branches: NA

Subsidiaries: NA

Subsidiaries: NA

Subsidiaries: NA

Subsidiaries: NA

Subsidiaries: NA

SIC & NAICS

SIC:

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

4931 0000 Electric and other services combined

NAICS:

221118 Other Electric Power Generation

Public Filings

Currency: Shown in USD unless otherwise indicated

SIC & NAICS

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

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	-	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	29	02/02/16

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.

SIC & NAICS

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

SIC & NAICS

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

Suits

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

Suits

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

Banking & Finance

Suits

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

Suits

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

Special Events

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

Corporate Linkage

Parent

Company Name	DUNS #	City, State
NORTH AMERICAN POWER AND GAS, LLC	83-246-1086	NORWALK, CONNECTICUT

Headquarters (US)

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

US Linkages

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

International Linkages

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

Exhibit C-7 Credit Report

Please see report attached to Exhibit C-6 Credit Rating.

Exhibit C-8 Bankruptcy Information

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

Exhibit C-9 Merger Information

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

Exhibit D-1 Operation

Exhibit D-1 “Operations,” provide a current written description of the operational nature of the applicant’s business. Please include whether the applicant’s operations will include the contracting of natural gas purchases for retail sales, the nomination and scheduling of retail natural gas for delivery, and the provision of retail ancillary services, as well as other services used to supply natural gas to the natural gas company city gate for retail customers.

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

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

Exhibit D-2 Operation Expertise

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

Bill Kinneary, President

Bill Kinneary is president of North American Power and an industry veteran with 42 years of experience in the energy industry. He had held a wide variety of positions in his 25 year tenure at the Brooklyn Union Gas /Keyspan utility including general manager (leadership) positions in gas Supply, customer service and rate & regulation. In 1996 Bill proposed the first New York State utility natural gas hedging program at Brooklyn Union, obtained required board and NYPSC approvals and initiated a two commodity hedge to lock in gross profit margin for the utility's massive temperature controlled market where cost was based on the natural gas market and pricing was based on the heating oil market. Bill was appointed president of KeySpan Energy Services in 1998 and president of Keyspan Energy Supply in 2000 where he was responsible, among many other duties, for all hedging activity related to KeySpan's deregulated retail purchase and sales of electricity and natural gas and electricity sales from the 23,000 MW Ravenswood generation station in Queens, NY. Upon leaving the KeySpan organization in 2001, Bill became President and CEO of Total Gas & Electric, a New Jersey based retail energy marketer, and actively managed all hedging activity for its 80,000 customer retail business. Since 2011 Bill has been actively managing the electricity and natural gas hedging programs at North American Power. Bill earned a bachelor's degree in Civil Engineering from the Polytechnic Institute of Brooklyn in 1973. Mr. Kinneary has served as a member of the National Energy Marketers Association's Executive Committee since 1999 including two terms as Chairman and has been proudly serving as Chairman Emeritus since 2005.

Kerry Breitbart, Founder and CEO

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

Cary Turnbull, Founder and Chairman

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

Taff Tschamler, Chief Strategy Office

Taff Tschamler is Chief Strategy Officer of North American Power. As CSO, he is the executive in charge of the company's overall growth strategy, capital raising and performance management. Mr. Tschamler joined the company in March of 2011. He brings with him over 20 years of experience in the retail energy industry. Prior to his role as CSO, he was COO and Senior Vice President of Business Development and led the company's expansion into over 40 utility markets in 10 states. Prior to joining North American Power, Mr. Tschamler worked for KEMA (now DNV GL) for 15 years, where he served as Director of the Retail Energy practice. Mr. Tschamler received a BA in economics from the University of Maine and Masters in Public Policy from the College of William and Mary.

Jim Crysedale, Chief Information Officer

Jim Crysedale has over twenty-six years of executive management and technology consulting experience focused specifically on utilities and competitive energy. He has delivered solutions in the areas of IT strategy, large-scale system implementation, organizational strategy, process management, product management, enterprise architecture, program management office development, operational efficiency, customer relationship management, custom application development and sales force automation. Jim has held executive positions at three national Retail Energy Providers as well as providing technical, operational and strategic consulting services to several other retail energy suppliers/providers. Most recently, Jim served as CIO for one of the largest SaaS ED/Billing BPO companies in North America, providing software solutions as well as back-office Operations support. Mr. Crysedale has owned his own consulting business as has been a part other start-ups. He understands the importance of growing while remaining profitable at the same time. Jim has led a number of organizations through critical growth transitions throughout various phases of the company's maturity cycle. Jim has earned his Bachelors of Science in Computer Science from DeVry Institute of Technology.

Greg Breitbart, CMO

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

Seth Hopson Esq., General Counsel for North American Power

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

Keenia Joseph, Director, Regulatory Affairs

Exhibit D-3 – Key Technical Personnel

Cary Turnbull, Founder and Chairman

carey@napower.com

203.939.1155

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

Kerry Breitbart, Founder and CEO

kerry@napower.com

203.663.9702

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Bill Kinneary, President

bill@napower.com

203.663.9730

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Taff Tschamler, Chief Strategy Officerttschamler@napower.com

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Jim Crysdale, Chief Information OfficerJcrysdale@napower.com

203.354.7887

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Greg Breitbart, CMOgreg@napower.com

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Seth Hopson Esq., General Counselshopson@napower.com

203.663.9761

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Keenia Joseph, Director, Regulatory Affairs

kjoseph@napower.com

203.663.9757

Keenia Joseph has been a retail energy industry professional for over 8 years. Prior to joining North American Power in June 2012, Ms. Joseph worked at Constellation Energy managing the regulatory affairs, reporting, compliance, new market entry, federal and state legislative and regulatory proceedings for one of its retail energy supply company. In this position, Ms. Joseph managed the Company's retail electric and gas licenses in 15 states behind over 42 utilities in US and Canada. In addition to her retail energy regulatory functions, Ms. Joseph managed the corporate books and records for the retail entity, including mergers and acquisitions, Security and Exchange Commission filings, corporate securities exchanges and Board of Directors actions. Prior to entering the energy industry, Ms. Joseph worked at Morgan Stanley and the National Hockey League handling human resources issues, litigation, regulatory and administrative law matters. Ms. Joseph graduated Summa cum laude from Baruch College in 2003.

Keith Schwartz, Chief Financial Officer

kschwartz@napower.com

203.663.9713

Keith Schwartz serves as North American Power's Chief Financial Officer where he is responsible for all aspects of finance, accounting and treasury with the overall goal of growing the business in a profitable and sustainable manner. Prior to its sale to Constellation, he served as Senior Director of Finance for MXenergy where he was responsible for managing the company's financing arrangements, M&A / new venture evaluation and modeling, financial planning & analysis, cash flow management, and pricing oversight. He assisted with the launch and funding of Soluxe Energy Solutions, a start-up venture in the renewable/energy efficiency space. Previously, he served in the financial planning & analysis group with General Electric Capital Corporation's Structured Finance Group (now Energy Financial Services). He began his career in public accounting where he earned his CPA with PriceWaterhouseCoopers in New York. Keith has earned an MBA in Finance from New York University's Stern School of Business and a B.S. in Accounting from the State University of New York at Albany.

Joseph Waldman, Vice President of Operations

jwaldman@napower.com

203.663.9773

Case No. 12-1134-GA-CRS

North American Power and Gas, LLC

Joseph Waldman has over 19 years of experience in operations, including 14 years in retail energy operations and management. Mr. Waldman's primary focus is delivering innovative solutions to continually improving the overall flow of operations, providing guidance for new functionality, as well as maintaining the integrity of the data generated. Mr. Waldman has vast amount of experience in the retail energy industry, having run all areas of operations in more than 40 deregulated markets in over a 12 states and internationally in Canada. His experience includes all methods of billing, enrollments, cancellations, customer service, sales, consumer credit, collections, telecommunications, accounts receivables, and new market and commodity expansion, as well as development of CSR, billing and TPV systems. In his tenure in the industry he has also worked closely with regulators in a number of states impacting overall market operations. Prior to immediately joining North American Power, Mr. Waldman served as COO for another retail energy Supplier. He also filled similar executive operations management functions at other retail energy suppliers, and at Tradition Government Securities. Mr. Waldman holds a Bachelor of Science degree in Business, Management, and Finance from Brooklyn College.

Dana Coates, Vice President, Sales and Services

dcoates@napower.com

203.663.9725

As one of the North American Power's original team members, Mr. Coates is responsible for helping to build the solid base of residential and commercial customers that have helped North American Power continue to grow. Mr. Coates has held a variety of positions in his 6-year tenure with the firm. Starting as a direct mail channel partner then coming on full time to work on the management of the call centers as well as providing oversight in channel partner relationships. He has worked with the Commercial and Industrial sales and pricing group as well as opened a satellite office in Marietta, Georgia to handle the expansion of our customer service center. Today, as Vice President, Customer Operations, Mr. Coates is charged with managing the company's Customer Service department, supervising the customer retention team, and overseeing workplace development and operations. Prior to working with North American Power, Mr. Coates spent more than 15 years in the lead generation business and has 8 years of institutional sales expertise gained early in his career on Wall Street. Mr. Coates graduated from Lehigh University with degree in finance and is currently a resident in Fairfield County, CT.

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

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