

FILE
Ohio
ORIGINAL

Public Utilities Commission

PUCO USE ONLY - Version 1.08 May 2016		
Date Received	Renewal Certification Number	ORIGINAL CRS Case Number
		13 -0835 - GA-CRS

RENEWAL CERTIFICATION APPLICATION COMPETITIVE RETAIL NATURAL GAS SUPPLIERS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit A-15 - Company History*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

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

SECTION A - APPLICANT INFORMATION AND SERVICES

A-1 Applicant intends to renew its certificate as: (check all that apply)

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

A-2 Applicant information:

Legal Name Direct Energy Business Marketing, LLC
Address 194 Wood Avenue South, Iselin, NJ 08830
Telephone No. 800-437-7265 Web site Address www.business.directenergy.com
Current PUCO Certificate No. 13-303G (3) Effective Dates May 6, 2017 - May 6, 2019

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

Name Direct Energy Business Marketing, LLC
Address 194 Wood Avenue South, Iselin, NJ 08830
Web site Address www.business.directenergy.com Telephone No. 800-437-7265

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

Direct Energy Business
DEBM

A-5 Contact person for regulatory or emergency matters:

Name Teresa Ringenbach Title Sr. Manager, G&RA - Midwest
Business Address 5200 Upper Metro Place, Dublin Ohio 43017
Telephone No. 614-669-6829 Fax No. Email Address teresa.ringenbach@directenergy.com

6111
this is to certify the information provided is true and accurate and complete reproduction of a copy of the document delivered in the regular course of business.
RECEIVED-DOCKETING DIV
2019 MAR 29 PM 12:46
Technician Date Processed 3/21/19

PUCO

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

Name Nicole Nadeja Title Supervisor, Customer Escalations & Critical Ca
Business address 1001 Liberty Avenue, Suite 1200, Pittsburgh, PA 15222
Telephone No. 888-925-9115 Fax No. Email Address DEB.President@directenergy.c

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

Customer service address 1001 Liberty Avenue, Suite 1200, Pittsburgh, PA 15222
Toll-Free Telephone No. 888-925-9115 Fax No. Email Address DEB.President@directenerg

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 Teresa Ringenbach Title Sr. Manager, G&RA -Midwest
Business address 5200Upper Metro Place, Dublin Ohio 43017
Telephone No. 614-669-6829 Fax No. Email Address teresa.ringenbach@directenergy.com

A-9 Applicant's federal employer identification number 80-0909818**A-10 Applicant's form of ownership: (Check one)**

- | | |
|--|---|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | <input checked="" type="checkbox"/> Limited Liability Company (LLC) |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other |

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

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

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

☒ Columbia Gas of Ohio

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service 5/06/2013	End Date
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service 05/06/2013	End Date
<input checked="" type="checkbox"/> Industrial	Beginning Date of Service 05/06/2013	End Date

☒ Dominion East Ohio

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service 05/06/2013	End Date
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service 05/06/2013	End Date
<input checked="" type="checkbox"/> Industrial	Beginning Date of Service 05/06/2013	End Date

☒ Duke Energy Ohio

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service 05/06/2013	End Date
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service 05/06/2013	End Date
<input checked="" type="checkbox"/> Industrial	Beginning Date of Service 05/06/2013	End Date

☒ Vectren Energy Delivery of Ohio

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service 05/06/2013	End Date
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service 05/06/2013	End Date
<input checked="" type="checkbox"/> Industrial	Beginning Date of Service 05/06/2013	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:

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

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- A-14 **Exhibit A-14 "Principal Officers, Directors & Partners,"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-15 **Exhibit A-15 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-16 **Exhibit A-16 "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-17 **Exhibit A-17 "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

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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.
(This is generally only applicable to publicly traded companies who publish annual reports.)
- 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. An applicant may submit a current link to the filings or provide them in paper form. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that the applicant is not required to file with the SEC and why.
- C-3 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. If the applicant does not have a balance sheet, income statement, and cash flow statement, the applicant may provide a copy of its two most recent years of tax returns (with social security numbers and account numbers redacted).
- 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.)

Renewal applicants can fulfill the requirements of Exhibit C-4 by providing a current statement from an Ohio local distribution utility (LDU) that shows that the applicant meets the LDU's collateral requirements.

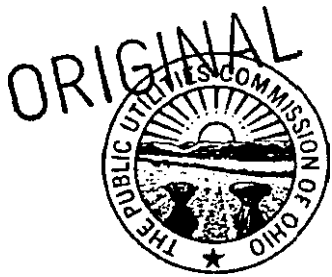
First time applicants or applicants whose certificate has expired as well as renewal applicants can meet the requirement by one of the following methods:

1. The applicant itself stating that it is investment grade rated by Moody's, Standard & Poor's or Fitch and provide evidence of rating from the rating agencies.
2. Have a parent company or third party that is investment grade rated by Moody's, Standard & Poor's or Fitch guarantee the financial obligations of the applicant to the LDU(s).
3. Have a parent company or third party that is not investment grade rated by Moody's, Standard & Poor's or Fitch but has substantial financial wherewithal in the opinion of the Staff reviewer to guarantee the financial obligations of the applicant to the LDU(s). The guarantor company's financials must be included in the application if the applicant is relying on this option.
4. Posting a Letter of Credit with the LDU(s) as the beneficiary.

If the applicant is not taking title to the electricity or natural gas, enter "N/A" in Exhibit C-4. An N/A response is only applicable for applicants seeking to be certified as an aggregator or broker.

C-5 Exhibit C-5 "Forecasted Financial Statements," provide two years of forecasted income statements for the applicant's **NATURAL GAS related business activities in the state of Ohio Only**, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer. The forecasts should be in an annualized format for the two years succeeding the Application year.

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, Fitch IBCA, Moody's Investors Service, Standard & Poor's, 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 an 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. If an applicant or its parent does not have such a credit rating, enter "N/A" in Exhibit C-6.



The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service
Affidavit Form
(Version 1.07)

In the Matter of the Application of

Direct Energy Business Marketing, LLC

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

Case No. 13-0835-GA-CRS

County of Allegheny

State of Pennsylvania

Erica Steele

[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

Erica Steele

Sworn and subscribed before me this

26

day of

March

Month

2019

Year

Maria Urlick

Signature of Official Administering Oath

Maria Urlick, Notary Public

Print Name and Title

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Maria Urlick

NOTARY PUBLIC

Pittsburgh, Allegheny County

My Commission Expires 08/30/2021

My commission expires on

8/30/2021

(CRNGS Supplier Renewal) - Version 1.08

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- C-7 Exhibit C-7 "Credit Report," provide a copy of the applicant's current credit report from Experian, Dun and Bradstreet, or a similar organization. An applicant that provides an investment grade credit rating for Exhibit C-6 may enter "N/A" for Exhibit C-7.
- 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 within the two most recent years preceding the application.
- C-9 Exhibit C-9 "Merger Information," provide a statement describing any dissolution or merger or acquisition of the applicant within the two most recent years preceding the application.
- C-10 Exhibit C-10 "Corporate Structure," provide a description of the applicant's corporate structure, not an internal organizational chart, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America. If the applicant is a stand-alone entity, then no graphical depiction is required and applicant may respond by stating that they are a stand-alone entity with no affiliate within the two most recent years preceding the application.

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

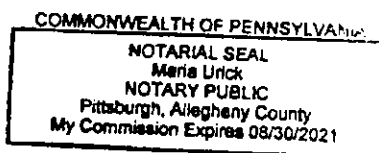


Sworn and subscribed before me this 26 day of March Month 2019 Year



Signature of official administering oath

Maria Urlick, Notary Public
Print Name and Title



My commission expires on 8/30/2019

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Exhibit A-14 Officers and Directors

The following is a current list of the Officers and Directors of Direct Energy Business Marketing, LLC:

Board Positions

John Schultz
Director & President

One Hess Plaza
Woodbridge, NJ 07095
(732) 516-2600

Officers

Bray Dohrwardt
Secretary

12 Greenway Plaza, Suite 250
Houston, TX 77046
(713) 877-3851

Erica Steele
Assistant Secretary

1001 Liberty Avenue
Suite 1200
Pittsburgh, PA 15222
(412) 667-5262

Randy Kruger
Treasurer

12 Greenway Plaza, Suite 250
Houston, Tx 77046
(732)516-3001

Erin Miles
Assistant Secretary

12 Greenway Plaza
Suite 250
Houston, TX 77046
(713)904-7062

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Exhibit A-15 Company History

Background

Direct Energy Business Marketing, LLC ("DEBM") is part of the Direct Energy family of companies and its ultimate parent company is Centrica plc. Direct Energy is one of the largest providers of electricity, natural gas and related services in North America. Based on the number of customers, we are one of the largest competitive retail energy suppliers. We actively promote responsible and efficient consumption of natural gas and power. We innovate, continually looking for new ways to make it go further than ever.

Direct Energy provides customers with choice and support in managing their energy costs through a portfolio of innovative products and services. A subsidiary of Centrica plc (LSE:CNA), one of the world's leading integrated energy companies, Direct Energy operates in 50 states including the District of Columbia and 8 provinces in Canada.

As part of the acquisition in fourth quarter of 2013 with Hess Corporation, DEBM applied for its own competitive retail natural gas supplier license in Ohio the same year. It is serving commercial and industrial natural gas customers in the major service gas territories that include: Columbia Gas of Ohio, Dominion East Ohio, Duke Energy Ohio and Vectren Energy Delivery of Ohio. DEBM plans to continue customer acquisitions and retention efforts as part of Direct Energy's business model. Upon enrollment by the customer, DEBM mails a confirmation letter detailing the terms and conditions of the contract as part of its "Welcome Kit" to new customers.

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Direct Energy Business Marketing, LLC

Exhibit A-16
Articles of Incorporation and Bylaws
Public

The Articles of Incorporation and Bylaws of Direct Energy Business Marketing, LLC are confidential and are filed under seal with the Public Utility Commission of Ohio.

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Direct Energy Business Marketing, LLC

Exhibit A-17
Secretary of State

Attached is the Certificate of Formation evidencing Direct Energy Business Marketing, LLC is currently registered with the Ohio Secretary of State.

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

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that the paper to which this is attached is a true and correct copy from the original record now in my official custody as Secretary of State.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 14th day of March, A.D. 2019.

Ohio Secretary of State

A handwritten signature in cursive script, appearing to read "Frank LaRose".

Validation Number:

201907302050

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DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/01/2013	201309100086	REG. OF FOR. PROFIT LIM. LIAB. CO. (LFP)	125.00	100.00		.00	.00

Receipt

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

CT CORPORATION SYSTEM
4400 EASTON COMMONS WAY, STE 125
ATTN: JAMES H TANKS III
COLUMBUS, OH 43219

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

2186521

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

HESS ENERGY MARKETING, LLC

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

Document(s)

REG. OF FOR. PROFIT LIM. LIAB. CO.

Document No(s):

201309100086

Effective Date: 03/29/2013



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 1st day of April, A.D.
2013.

Jon Husted

Ohio Secretary of State

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*Jon Husted*Form 533B Prescribed by:
Ohio Secretary of State**JON HUSTED**
Ohio Secretary of StateCentral Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216**Registration of a Foreign
Limited Liability Company**

Filing Fee: \$125

CHECK ONLY ONE (1) BOX

- (1)
- ☒
- Registration of a Foreign For-Profit Limited
-
- Liability Company
-
- (106-LFA)
-
- CRC 1705

Jurisdiction of Formation Date of Formation

- (2)
- ☐
- Registration of a Foreign Nonprofit
-
- Limited Liability Company
-
- (108-LFA)
-
- CRC 1705

Jurisdiction of Formation Date of Formation

Name of Limited Liability Company in its jurisdiction of formation

Name under which the foreign limited liability company desires to transact business in Ohio (if different from its name in its jurisdiction of formation) is:

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd"

The address to which interested persons may direct requests for copies of the limited liability company's operating agreement, bylaws, or other charter documents of the company is:

Name

Mailing Address

City

State

ZIP Code

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The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

CT Corporation Systems

Name

1300 East 9th Street

Mailing Address

Cleveland

City

Ohio

State

44114

ZIP Code

☐ If the agent is an individual and using a P.O. Box, check this box to confirm that the agent is an Ohio resident.

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if:

- a. an agent is not appointed, or
- b. an agent is appointed but the authority of that agent has been revoked, or
- c. the agent cannot be found or served after the exercise of reasonable diligence.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Must be signed by an authorized representative.

Signature

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

By (if applicable)

Nicholas P. Brountas, Vice President and Secretary

Print Name

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

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Exhibit B-1
Jurisdictions of Operation
Direct Energy Business Marketing, LLC

Name: Direct Energy Business Marketing, LLC
Business Address: 194 Wood Avenue South Suite 200, New Jersey, NJ 08830

License #/State of Issuance: License # 0031 (Gas)/California;
Registration # 13-03 (Gas)/Connecticut;
Docket # GA-2013-03-1 (Gas)/D.C.;
License # IR-3108 (Gas)/Maryland;
License # GS-051 (Gas)/Massachusetts;
DM 13-121 (Gas)/New Hampshire;
License # GSL0128 (Gas)/New Jersey;
Letter Order 2017 (Power & Gas)/New York;
Certificate # 13-303G(2) (Gas)/Ohio;
License A-2013-2365792 (Gas)/Pennsylvania;
Docket # 2379(Y2) (Gas)/Rhode Island;
License G-7 (Gas)/Virginia

State Not Currently Serving Customers:

Docket # 13-08-02 (Power)/Connecticut;
Docket # EA-2013-12 (Power)/D.C.;
Certificate No. 8425 (Power)/Delaware;
Docket # 2013-00404 (Power)/Maine;
License # IR-3123 (Power)/Maryland;
DM 13-260 (Power)/New Hampshire;
License # ESL0142 (Power)/New Jersey;
Certificate # 13-707E(2) (Power)/Ohio;
License A-2013-2368464 (Power)/Pennsylvania;
Docket # D-96-6(J6) (Power)/Rhode Island

Direct Energy affiliates engaged in the retail sale of electricity, or electricity supply services, or natural gas:

Name: Direct Energy Business, LLC
Business Address: 1001 Liberty Avenue Suite 1200, Pittsburgh, PA 15222

License #/State of Issuance: License # 1351 (Power)/California;
Docket # 00-05-14RE01 (Power)/Connecticut;
Certificate # 5267 (Power)/Delaware;
License # EA-04-4-4 (Power)/D.C.;
Docket No. 04-0811 (Power)/Illinois;
Docket No. 2011-201 (Power)/Maine;
License # IR-437 (Power)/Maryland;
License # CS-021 (Power)/Massachusetts;
License # GS-052 (Gas)/Massachusetts;
Docket # U-13609 (Power)/Michigan;
License # ESL-0165 (Power)/New Jersey;
License # DM 15-373 (Power)/New Hampshire;
Letter Order 2017 (Power & Gas) /New York
Certificate # 00-005(9) (Power)/Ohio;
License # A-110025 (Power)/Pennsylvania;

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Docket # D-96-6(Z) (Power)/Rhode Island;
Certificate # 10011 (Power)/Texas
License # E-38 (Power)/Virginia

State Not Currently Serving Customers

License # IR-2697 (Gas)/Maryland
License #0013 (Gas)/California;
Registration # 12-03 (Gas)/Connecticut;
License # GSL-0145 (Gas)/New Jersey;
License # A-125072 (Gas)/Pennsylvania;
Docket # 2379(A3) (Gas)/Rhode Island

Name:

Direct Energy Services, LLC

Business Address:

12 Greenway Plaza, Suite 250, Houston, TX 77046

License #/State of Issuance:

Docket # 06-03-06RE02 (Power)/Connecticut;
Registration # 01-04 (Gas)/Connecticut;
Case No. EA-05-3-5/Order No. 13816 (Power)/D.C.;
Certificate No. 6790 (Power)/Delaware;
Docket # 05-0722 (Power)/Illinois;
Docket # 05-0086 (Gas)/Illinois;
License # CS-047 (Power)/Massachusetts;
License # GS-028 (Gas)/Massachusetts;
License # IR-719 (Power)/Maryland;
License # IR-791 (Gas)/Maryland;
Case No. U-14537 (Gas)/Michigan;
License # ESL-0078 (Power)/New Jersey;
License # GSL-0088 (Gas)/New Jersey;
Letter Order 2017 (Power & Gas)/ New York;
License # DM 15-513 (Power)/ New Hampshire;
Certificate # 02-024G(8) (Gas)/Ohio;
Certificate # 00-19E(9) (Power)/Ohio;
License # A-110164 (Power)/Pennsylvania;
License # A-125135 (Gas)/Pennsylvania;
Docket # D-96-6(U2) (Power)/Rhode Island;
Docket # 2379(T1) (Gas)/Rhode Island

States Not Currently Serving Customers

Case No. U-14724 (Power)/Michigan;
License # E-36 (Power)/Virginia
Docket # 2005-479 (Power)/Maine

Name:

Direct Energy, LP

Business Address:

12 Greenway Plaza, Suite 250, Houston, TX 77046

License #/State of Issuance:

Rep# 10040 (Power)/Texas

Name:

CPL Retail Energy, LP

Business Address:

12 Greenway Plaza, Suite 250, Houston, TX 77046

License #/State of Issuance:

Rep# 10023 (Power)/Texas

Name:

WTU Retail Energy, LP

ORIGINAL

Business Address: 12 Greenway Plaza, Suite 250, Houston, TX 77046

License #/State of Issuance: Rep# 10022 (Power)/Texas

Name: **First Choice Power, LLC**

Business Address: 12 Greenway Plaza, Suite 250, Houston, TX 77046

License #/State of Issuance: Rep# 10008 (Power)/Texas

Name: **Bounce Energy, Inc.**

Business Address: 12 Greenway Plaza, Suite 250, Houston, TX 77046

License #/State of Issuance: License # 10162 (Power)/Texas

Name: **Gateway Energy Services Corporation**

Business Address: 12 Greenway Plaza, Suite 250, Houston, TX 77046

License #/State of Issuance: Case No. GA 03-4 (Gas)/D.C.;
License # A-2009-2137275 (Power)/Pennsylvania;
License # A-2009-2138725 (Gas)/Pennsylvania;
License # IR-334 (Gas)/Maryland;
License # IR-340 (Power)/Maryland;
License # GSL-0146 (Gas)/New Jersey;
License # ESL-0166(Power)/ New Jersey

Name: **Direct Energy RS Gas, Inc**

Business Address: 194 Wood Avenue South Suite 200, New Jersey, NJ 08830

License #/State of Issuance: **States Licensed, but Not Currently Serving Customers:**

License # A-2017-2620839 (Gas)/Pennsylvania;
License # IR-3857 (Gas)/Maryland;
License # GSL-0199 (Gas)/New Jersey

ORIGINAL

Exhibit B-2 Experience & Plans

Direct Energy Business Marketing, LLC ("DEBM") is part of the Direct Energy family and its parent company is Centrica, plc. Direct Energy is one of North America's largest energy and energy-related services providers with over 6 million residential and commercial customer relationships. Direct Energy provides customers with choice and support in managing their energy costs through a portfolio of innovative products and services. A subsidiary of Centrica plc (LSE:CNA), one of the world's leading integrated energy companies, Direct Energy operates in 46 states including the District of Columbia and 10 provinces in Canada.

DEBM has been a gas marketer since the second quarter of 2013 and is setup to serve customers in the Columbia Gas of Ohio, Dominion East Ohio, Duke Energy, and Vectren Energy Delivery of Ohio. DEBM is part of Direct Energy Business and plans to mirror the customer acquisitions and retention efforts as part of Direct Energy's business model. Upon enrollment by the customer, DEBM mails a confirmation letter detailing the terms and conditions of the contract as part of its "Welcome Kit" to new customers.

Regarding customer inquiries and complaints:

Normal customer service hours are Monday – Friday, 8 AM – 5PM, Eastern Standard Time. When customer concerns are directed to Direct Energy Business, issues are researched and responded to quickly and courteously by the Customer Relations department. Once the factors involved in the issues are established, contact with the customer is made in an attempt to reach an amicable resolution by a Customer Relations Representative. If a customer needs additional assistance, Direct Energy Business's Customer Relations Representative will inform the Supervisor of Customer Relations, who will assist with the customer inquiry. If a public agency is involved in the dispute resolution process, once an investigation is complete, the agency is notified of the results and, assuming concurrence, the matter is closed. If the customer disputes the investigation results, DEBM will inform the customer that PUCO Staff is available to mediate complaints.

ORIGINAL

Exhibit B-3 Summary of Experience

Direct Energy Business Marketing, LLC, ("DEBM") has provided natural gas services to Ohio customers since May 2013. DEBM has marketed and acquired customers in Dominion East Ohio, Columbia Gas of Ohio, Duke Energy Ohio and Vectren Energy Delivery of Ohio service territories. DEBM serves approximately 6,700 natural gas customers, as of December 31, 2018, in the Ohio service territories. The most current volume supplied for the current customer base for 2018 was 103.02 bcf.

ORIGINAL

Exhibit B-4 Disclosure of Liabilities and Investigations

Since the last application for certificate renewal, Direct Energy Business Marketing, LLC has not been the subject of any ruling, judgments, contingent liabilities, revocations of authority, regulatory investigations or any other matters that adversely impacts the financial or operational ability to provide the services for which we are seeking renewed certification. However, in the interest of full disclosure, certain Direct Energy entities have been the subject of legal and regulatory proceedings, which are summarized directly below with more detailed explanations following.

- Direct Energy, LP has been the subject of legal and/or regulatory proceedings in Texas.
- Direct Energy Business, LLC has been the subject of a regulatory proceeding with the California Public Utilities Commission.
- Direct Energy Services, LLC has been the subject of legal and/or regulatory proceedings in Connecticut and Michigan.
- Gateway Energy Services Corporation (formerly known as ECONergy Energy Company, Inc.) had been the subject of legal and/or regulatory proceedings in New Jersey.

Direct Energy, L.P.: Texas

In August 2017, Direct Energy, LP agreed to pay an administrative penalty in the amount of \$70,000 under a settlement with Staff of the Public Utility Commission of Texas to resolve allegations of non-compliance with Public Utility Regulatory Act §§ 17.001(a) and 39.101(b)(6), as well as 16 Texas Administrative Code §§ 25.474, relating to selection of a retail electric provider; 25.475, relating to general retail electric provider requirements; 25.481, related to unauthorized charges, and 25.495, relating to unauthorized change of retail electric provider. Commission Staff investigated a series of informal complaints relating to door-to-door sales vendors from January 1, 2014 through February 1, 2016. These complaints included both those received by the Commission's Customer Protection Division as well as by Direct Energy. Direct ceased door-to-door solicitations in Texas on December 1, 2016. Door-to-door sales re-commenced approximately a year later after some process improvements and continue today.

http://interchange.puc.state.tx.us/WebApp/Interchange/Documents/47362_4_951957.PDF

In 2017, Direct Energy, LP received two separate Notices of Investigation from the Public Utility Commission of Texas related to demand response. The first allegation was due to an administrative error in submission of the baseline data for the demand response customer. The second allegation was due to gaps within a demand response customer's usage data that was supplied by the host utility. These separate investigations were combined by commission staff and both were settled with a warning from the Commission.

ORIGINAL

Exhibit B-4 Disclosure of Liabilities and Investigations

Direct Energy Business, LLC: California (Penalty Assessment – Non-Compliance)

In July 2017, Direct Energy Business, LLC ("DEB") was notified by the Energy Division of the California Public Utilities Commission ("CPUC") that there was a deficiency in DEB's monthly compliance Resource Adequacy load forecast filing for September 2017 by 16.99 MW. The CPUC allowed a seven day extension to procure the required resources; however, we were unable to execute a contract for the deficiency with the only counterparty that had available supply in time to meet the CPUC's deadline. This resulted in the CPUC assessing a penalty of \$6.66/kWm, which equaled to \$113,000.

Direct Energy Services, LLC: Connecticut

In June 2013, the Connecticut Public Utilities Regulatory Authority ("PURA") opened an investigation into the trade practices of three electric suppliers in the state, which included Direct Energy ("Direct"). The PURA alleged that it had received numerous customer complaints regarding billing, slamming and quality of service against Direct. In October 2013, Direct answered a series of interrogatories issued by the PURA. PURA staff and the Office of Consumer Counsel propounded additional interrogatories in mid-2015, which Direct Energy has answered. The case remains open at PURA in which the regulator issued a draft decision in February 2019 that included a civil penalty of \$1.5 million and prohibition of new residential sales for six months. The final decision will be made after regulators consider arguments and exceptions.

Direct Energy Services, LLC: Michigan

PUC Case U-18121

Date of Resolution: January 12, 2017

On January 12, 2017, the Michigan Public Service Commission ("MPSC") issued an order relating to a settlement with Direct Energy Services, LLC ("DES"). The terms of the settlement agreement is that DES agrees to: (1) pay a fine of \$35,000 to be paid to the State of Michigan within 30 days of the Commission order approving the agreement; (2) continue a moratorium on door-to-door sales that began on November 1, 2016, that shall continue for 90 days following the date of the order approving this agreement; (3) submit new training materials within 45 days of the order approving this agreement with actual training of DES' Michigan agents to be completed within 90 days; (4) present Michigan Agency for Energy (MAE) Staff by March 31, 2017 with technologies that enhance customer identification and consent, and secure enrollment processes; (5) implement the Whitepages process described in Attachment 1 to the settlement agreement; (6) meet monthly with the MAE Staff for a period of 12 months to discuss progress with compliance with this settlement agreement and any other related matter; (7) develop with MAE Staff a template for processing complaints; and (8) reopen this docket should the MAE State Response Division identify any reoccurrence of the unauthorized switching of any customers by DES salesperson, which may result in fines, permanent moratorium on door-to-door sales and telemarketing, and or potential license revocation.

Exhibit B-4 Disclosure of Liabilities and Investigations

Gateway Energy Services Corporation: New Jersey

Recently in 2018, Gateway Energy Services Corporation submitted a self-report compliance issue to the New Jersey Board of Public Utilities regarding variable rate pricing for some of its customers. In September 2018 Gateway settled the matter by paying a \$13,500 fine and agreed to additional reporting requirements to the agreed upon customer refunds.

ORIGINAL

Exhibit B-5

Disclosure of Consumer Protection Violation

While it is unclear whether entering into a settlement agreement rises to the level of being held liable or is a consumer protection violation, in an effort to maintain complete transparency, Direct Energy wishes to disclose the below investigation / settlement with the Michigan Public Service Commission.

PUC Case U-18121

Date of Resolution: January 12, 2017

On January 12, 2017, the Michigan Public Service Commission ("MPSC") issued an order relating to a settlement with Direct Energy Services, LLC ("DES"). The terms of the settlement agreement is that DES agrees to: (1) pay a fine of \$35,000 to be paid to the State of Michigan within 30 days of the Commission order approving the agreement; (2) continue a moratorium on door-to-door sales that began on November 1, 2016, that shall continue for 90 days following the date of the order approving this agreement; (3) submit new training materials within 45 days of the order approving this agreement with actual training of DES' Michigan agents to be completed within 90 days; (4) present Michigan Agency for Energy (MAE) Staff by March 31, 2017 with technologies that enhance customer identification and consent, and secure enrollment processes; (5) implement the Whitepages process described in Attachment 1 to the settlement agreement; (6) meet monthly with the MAE Staff for a period of 12 months to discuss progress with compliance with this settlement agreement and any other related matter; (7) develop with MAE Staff a template for processing complaints; and (8) reopen this docket should the MAE State Response Division identify any reoccurrence of the unauthorized switching of any customers by DES salesperson, which may result in fines, permanent moratorium on door-to-door sales and telemarketing, and or potential license revocation.

ORIGINAL

Exhibit C-1 Annual Reports

Below are links to the two most recent annual reports for DEBM, LLC's ultimate parent company, Centrica plc. Due to the size of the documents, we are only providing links to the actual documents.

2018: <https://www.centrica.com/investors/financial-reporting/2018-preliminary-results>

2017: <https://www.centrica.com/investors/financial-reporting/2017-annual-report>

ORIGINAL

Direct Energy Business Marketing, LLC

Exhibit C-2 SEC Filings

Direct Energy Business Marketing, LLC is an indirect wholly owned subsidiary of Centrica plc. Centrica plc is headquartered in Windsor, UK. As a foreign entity, Centrica is not subject to SEC jurisdiction, and thus does not have SEC filings.

ORIGINAL

Direct Energy Business Marketing, LLC

Exhibit C-4 Financial Arrangements

Public Version - Redacted

Attached are the **redacted** Guaranty Agreements issued by Direct Energy Business Marketing, LLC's ultimate parent company, Centrica plc in favor of the following utility districts:

- Duke Energy
- Vectren Energy Delivery
- Dominion East Ohio
- Columbia Gas of Ohio.

[REDACTED]

Guarantee

This Guarantee (this "Guarantee") is dated January 15, 2014 and made and entered into between

1. [REDACTED] (registered number [REDACTED]) whose registered office is [REDACTED] ("Guarantor"); and
2. [REDACTED] whose place of business is [REDACTED] ("Contract Party").

WHEREAS

- (A) On November 1, 2013, [REDACTED], a [REDACTED] Guarantor, [REDACTED] which business [REDACTED] ("Obligor"), [REDACTED]
- (B) Contract Party provides to Obligor General Transportation/Distribution Service (herein "Service") pursuant to terms and conditions of Contract Party's state approved Tariff ("Tariff").
- (C) Guarantor will directly or indirectly benefit from the continuation of the Service to Obligor pursuant to the Tariff; and
- (D) Contract Party has required that Guarantor unconditionally guarantee to Contract Party all payment obligations of Obligor under the Tariff.

NOW THEREFORE, to induce Contract Party to continue providing the Service pursuant to the Tariff, Guarantor agrees as follows:

PAYMENT GUARANTEE

1. Guarantor absolutely, irrevocably and unconditionally guarantees to Contract Party all payment obligations of Obligor set forth in the Tariff (the "Obligations") up to an aggregate amount that shall not exceed [REDACTED]. This Guarantee is a continuing guarantee of payment (and not of collection or performance) effective so long as the Contract Party continues to provide the Service pursuant to the Tariff.
2. Guarantor WAIVES any right to require as a condition to its obligations hereunder that:
 - (i) presentment or demand be made upon Obligor; and
 - (ii) action be brought against Obligor or any other person or entity except Guarantor,should Contract Party seek to enforce the obligations of Guarantor. Specifically, without limitation, Guarantor WAIVES any right to require, substantively or procedurally, that:
 - (a) a judgment previously be rendered against Obligor or any other person or entity except Guarantor;

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- (b) Obligor or any other person or entity be joined in any action against Guarantor;
or
 - (c) an action separate from one against Guarantor be brought against Obligor or any other person or entity.
- 3. The obligations of Guarantor are several from those of Obligor or any other person or entity, including, without limitation, any other surety for Obligor, and are primary payment obligations concerning which Guarantor is the principal obligor.
- 4. The obligations of Guarantor hereunder shall in no way be affected or impaired by reason, and Guarantor WAIVES its right to prior notice, of the happening from time to time of any of the following:
 - (i) extensions (whether or not material) of the time for performance of all or any portion of the Obligations.
 - (ii) the modification or amendment in any manner (whether or not material) of the Service, Tariff or the Obligations;
 - (iii) any failure, delay or lack of diligence on the part of a Contract Party, or any other person or entity to enforce, assert or exercise any right, privilege, power or remedy conferred on a Contract Party or any other person or entity under the Tariff or at law, or any action on the part of a Contract Party or such other person or entity granting indulgence or extension of any kind;
 - (iv) the settlement or compromise of any Obligations; and
 - (v) a change of status, composition, structure or name of Obligor, including, without limitation, by reason of bankruptcy, liquidation, insolvency, merger, dissolution, consolidation or reorganisation.
- 5. With the prior written consent of Contract Party, which consent shall not be unreasonably withheld, this Guarantee may be replaced by a guarantee or guarantees in substantially similar form made by a guarantor of equal or better creditworthiness, provided that this Guarantee shall continue to apply to all obligations of the Guarantor under this Guarantee in respect of Service provided in accordance with the Tariff prior to the time of such replacement and the replacement guarantee shall apply only to those Obligations incurred in respect to providing the Service in accordance with the Tariff entered into after its execution and delivery.
- 6. The Guarantor may terminate this Guarantee by giving written notice of such termination to the Contract Party. No such terminations shall be effective until five (5) business days after receipt by Contract Party of such termination notice. No such termination shall affect the obligations of the Guarantor under this Guarantee in respect to Service provided pursuant to the Tariff prior to such termination notice becoming effective.

RESERVATION OF DEFENCES

- 7. Without limiting the defences and rights of Guarantor not expressly waived in this Guarantee, Guarantor expressly reserves unto itself all rights, counterclaims and other defences of Obligor

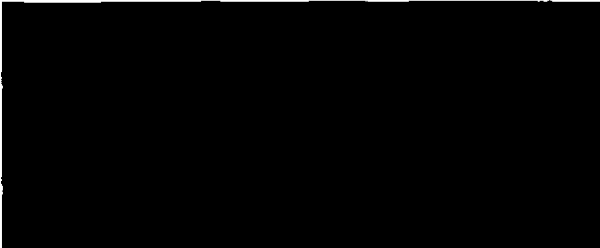
ORIGINAL

relating to the Obligations, except those arising out of: (i) the bankruptcy, insolvency, dissolution or liquidation of Obligor; (ii) ultra vires or other defense related to Obligor's lack of authority to enter into or perform under any Transaction; or (iii) Obligor's lack of good standing or qualification to do business in any applicable jurisdiction in the United States.

NOTICE

8. All notices and communications made pursuant to this Guarantee shall be in writing and delivered personally or mailed recorded delivery, postage prepaid, or sent by facsimile, as follows:

To Guarantor:



To Contract Party:



9. Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by facsimile shall be effective upon actual receipt if received during recipient's normal business hours or at the beginning of recipient's next business day after receipt if not received during recipient's normal business hours. Any party may change its address to which notice is to be given hereunder by providing notice of the same in accordance with Clause 9.

MISCELLANEOUS

10. This Guarantee shall in all respects be governed by, and construed in accordance with, the laws of the State of New York and the parties hereby submit to the exclusive jurisdiction of the courts of the State of New York.
11. Except for increasing the value of the Obligations figure in Clause 1 above, no term or provision of this Guarantee shall be amended, modified, altered, waived, supplemented or terminated except in writing signed by the parties hereto.
12. Neither Guarantor nor Contract Party may assign or transfer (whether by way of security or otherwise) this Guarantee or any interest or obligation in or under this Guarantee without the prior written consent of Contract Party or Guarantor respectively. Any purported transfer or assignment that is not in accordance with this Clause 12 shall be void. Subject to the foregoing this Guarantee shall be binding upon and enure to the benefit of and be enforceable by the respective successors, permitted assigns and transferees of Guarantor and Contract Party.

ORIGINAL

13. This Guarantee embodies the entire agreement and understanding between Guarantor and Contract Party and supersedes all prior agreements and understandings relating to the subject matter hereof.
14. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. References to Clauses are to clauses of this Guarantee.
15. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one document.
16. Guarantor shall make payment in United States dollars and without deductions to Contract Party in immediately available funds of all sums due hereunder within ten (10) business days of written demand for the same by Contract Party (which demand shall set forth the basis and the calculation of the amount for which demand is made and which shall in the absence of manifest error be conclusive).
17. Guarantor warrants that this Guarantee is its legally binding obligation enforceable in accordance with its terms (except as the enforceability of this Guarantee may be limited by any applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting creditors' rights generally and by general principles of equity), and further warrants that all necessary consents and authorisations for the giving and implementation of this Guarantee have been obtained.
18. Until all amounts which may be or become payable under the Tariff have been irrevocably paid in full, Guarantor shall not by virtue of this Guarantee be subrogated to any rights of Contract Party or claim in competition with Contract Party against Obligor in connection with any matter relating to or arising from the Obligations or this Guarantee.

Guarantor has caused this Guarantee to be executed as a deed and Contract Party has signed the same as of the day and year first above written.

Executed and delivered as a deed as of the day and year first above written.

Signed as a deed by [REDACTED] as attorney
for [REDACTED]

under a power of attorney dated [REDACTED]
in the presence of:

By: [REDACTED]
Name: [REDACTED]
as attorney for [REDACTED]

ORIGINAL

WITNESS:

By:

Name:

Title:

Address:

By:

Title:

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Guaranty No. _____

LIMITED GUARANTY

Limited Guaranty, dated as of February 26, 2014, by _____ an _____
("Guarantor"), in favor of _____
_____ ("Beneficiary").

WHEREAS, on _____, a
_____ Guarantor, _____
_____, _____ (the
"Company"), _____

WHEREAS, the Company, upon assignment by _____ and Beneficiary have entered into that certain Standard Choice Offer Letter Agreement dated February 20, 2013, and that certain Base Contract for Sale and Purchase of Natural Gas dated September 1, 2008, and desire to enter into one or more contracts or agreements for the purchase, sale, pooling or exchange of natural gas products (individually and collectively, with any confirmations or ancillary agreements related thereto, and as amended from time to time, the "Contract") between Beneficiary and Company, setting forth the obligations to be performed by Company thereunder; and

WHEREAS, as an inducement to Beneficiary to enter into the Contract and/or extend credit terms to Company under the Contract, Guarantor is willing to guarantee the payment to Beneficiary of amounts due and owing, whether by acceleration or otherwise, by Company under the Contract, whether now in existence or hereafter arising (collectively, the "Obligations"), pursuant to the terms and conditions set forth herein.

NOW THEREFORE, because of the above recitals (which are incorporated herein) and for value received and in consideration of Beneficiary's agreement to extend credit to and transact business with Company, Guarantor hereby agrees as follows:

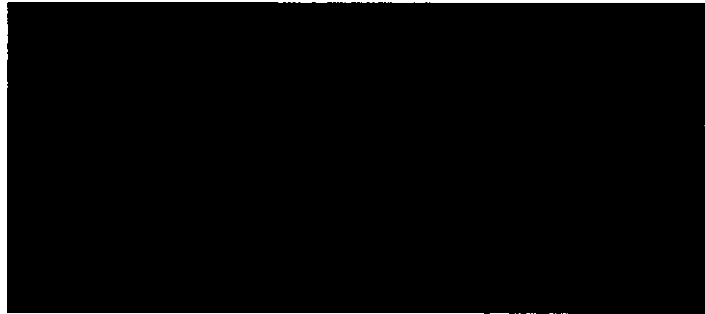
1. Guarantor hereby unconditionally guarantees, on behalf of Company, the prompt and complete payment to Beneficiary of any and all due but unpaid payments that are part of Company's Obligations, within ten (10) business days after receiving written demand for payment thereof. Notwithstanding anything to the contrary herein, Guarantor's obligation to Beneficiary hereunder is limited to _____ in the aggregate, including reasonable costs and expenses incurred by Beneficiary in enforcing this Guaranty. All sums payable by Guarantor hereunder shall be made in freely transferable funds.
2. This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of all such Obligations may be or become barred by any statute of limitations, discharged, or uncollectible in any bankruptcy, insolvency or other proceeding, or otherwise unenforceable.
3. Guarantor hereby waives notice of acceptance of this Guaranty, notice of transactions entered into between Beneficiary and Company and any action taken

with regard thereto, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of the Obligations, suit, or the taking of and failing to take other action by Beneficiary against Company, Guarantor or others.

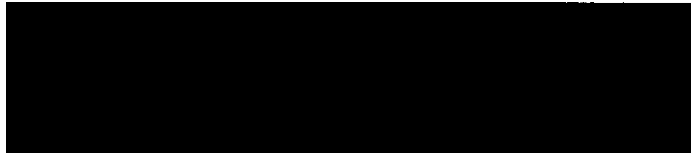
4. Subject to the proviso set forth below, any and all suretyship defenses are hereby waived by Guarantor, without limitation, and Beneficiary may at any time, whether before or after termination of this Guaranty, and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (1) make any change in the terms of the Obligations; (2) take or fail to take any action of any kind in respect of a security for the Obligations; (3) exercise or refrain from exercising any rights against Company or others in respect of the Obligations; (4) compromise or subordinate the Obligations, including any security therefor; or (5) apply any sums received to any indebtedness for which Company is liable, whether or not such indebtedness is an Obligation; provided, that notwithstanding the foregoing, Guarantor reserves to itself all rights, counterclaims and other defenses which Company is or may be entitled to arising from or out of the Contract, except for defenses arising out of bankruptcy, insolvency, dissolution or liquidation of Company, and the lack of validity or enforceability of the Contract or any other documents executed in connection with the Contract.
5. This Guaranty shall expire on June 30, 2015 or fifteen (15) days after the date the Beneficiary receives written notice of termination from the Guarantor, whichever is sooner. It is understood and agreed, however, that notwithstanding any such termination or expiry, this Guaranty shall continue in full force and effect with respect to all Obligations arising prior to the effective date of such termination. Guarantor further agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws.
6. Until all Obligations are indefeasibly paid, Guarantor hereby waives all rights of subrogation, reimbursement, contribution, and indemnity from Company and any collateral held therefor, and Guarantor hereby subordinates all rights under any debts owing from Company to Guarantor, whether now existing or hereafter arising, to the prior payment of the Obligations.
7. Neither party may assign its rights nor delegate its obligations under this Guaranty in whole or in part, without written consent of the other party, and any purported assignment or delegation absent such consent is void, except for an assignment to a partnership, corporation, trust, or other organization in whatever form that succeeds to all or substantially all of a party's assets and business and that assumes such obligations by contract, operation of law, or otherwise. Upon any such assignment and assumption of obligations by Guarantor, and, if required, the written consent of Beneficiary, which consent shall not be unreasonably withheld, Guarantor shall be relieved of and fully discharged from all obligations hereunder, whether such obligations arose before or after such assignment and assumption.

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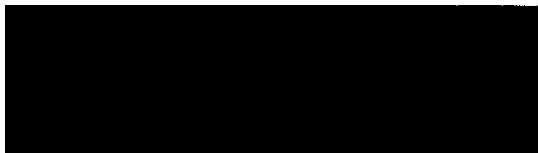
8. The failure of Beneficiary to enforce any of the provisions of this Guaranty at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce the same. All remedies of Beneficiary shall be cumulative. The terms and provisions hereof may not be waived, altered, modified, or amended except in a writing executed by Guarantor and a duly authorized officer of Beneficiary.
9. This Guaranty is the entire and only agreement between Guarantor and Beneficiary with respect to the guaranty of the Obligations of Company by Guarantor. All representations, warranties, agreements, or undertakings heretofore or contemporaneously made, which are not set forth herein, are superseded hereby.
10. All notices and communications to Guarantor under this Guaranty, until Beneficiary is notified to the contrary in writing, shall be personally delivered or sent by U.S. mail, or overnight delivery, postage prepaid, or facsimile addressed to Guarantor at:



11. All notices and communications to Beneficiary under this Guaranty, until Guarantor is notified to the contrary in writing, shall be personally delivered or sent by U.S. mail, or overnight delivery, postage prepaid, addressed to Beneficiary at:



With a copy to:



12. Guarantor hereby represents and warrants to Beneficiary that the execution, delivery and performance hereof by it are within its corporate powers and have been duly authorized by all necessary corporate action and that this Guaranty constitutes its legal, valid and binding obligation.

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13. Subject to Paragraph 5 hereof, this Guaranty and the obligations of Guarantor hereunder shall (i) apply to support the obligations of any transferee or successor of the Company to which the Contract(s) are assigned or into which the Company is consolidated, amalgamated, merged or had all or substantially all of its assets transferred and (ii) shall remain in effect with regard to any transferee or successor of the Beneficiaries to which the Contract(s) are assigned or into which either of the Beneficiaries is consolidated, amalgamated, merged or had all or substantially all of its assets transferred.
14. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to principles of conflict of law. Guarantor and Beneficiary irrevocably waive any objections which they may have now or hereafter to (i) the personal or subject matter jurisdiction of the Courts of the State of New York, (ii) the venue of any proceedings brought in the Courts of the State of New York, or (iii) that such proceedings have been brought in a non-convenient forum. Any final judgment (after appeal or expiration of time for appeal) entered by such Court shall be conclusive and binding upon the parties and may be enforced in the courts or any other jurisdiction to the fullest extent permitted by law.

Executed and delivered as of the day and year first above written.

Guarantor

By:

Name:

as attorney for
under a power of attorney dated
in the presence of:

By:

Name:

as attorney for

WITNESS:

By:

Name:

Title:

Address:

ORIGINAL

[REDACTED]

Beneficiary

[REDACTED]

By:

Title: [REDACTED]

Date: [REDACTED]

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this "Guaranty"), dated as of November 25th, 2013, is issued and delivered by [REDACTED] (registered number [REDACTED]) whose registered office is at [REDACTED] (the "Guarantor"), for the account of [REDACTED] a Delaware limited liability company (the "Obligor"), and for the benefit of [REDACTED] (the "Beneficiary").

Background Statement

WHEREAS, the Beneficiary and Obligor entered into that certain Gas Supply Aggregation/Customer Pooling Agreement, pertaining to Beneficiary's Gas Customer Choice Program (the "Agreement"); and

WHEREAS, Beneficiary has required that the Guarantor deliver to the Beneficiary this Guaranty as an inducement to enter into the Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the Guarantor hereby agrees as follows:

1. Guaranty; Limitation of Liability. Subject to any rights, setoffs, counterclaims and any other defenses that the Guarantor expressly reserves to itself under this Guaranty, the Guarantor absolutely and unconditionally guarantees the timely payment of the Obligor's payment obligations under the Agreement (the "Guaranteed Obligations"); provided, however, that the Guarantor's aggregate liability hereunder shall not [REDACTED].

Subject to the other terms of this Guaranty, the liability of the Guarantor under this Guaranty is limited to payments expressly required to be made under the Agreement, and except as specifically provided therein, the Guarantor shall not be liable for or required to pay any consequential or indirect loss (including but not limited to loss of profits), exemplary damages, punitive damages, special damages, or any other damages or costs.

2. Effect of Amendments. The Guarantor agrees that the Beneficiary and the Obligor may modify, amend and supplement the Agreement and that the Beneficiary may delay or extend the date on which any payment must be made pursuant to the Agreement or delay or extend the date on which any act must be performed by the Obligor thereunder, all without notice to or further assent by the Guarantor, who shall remain bound by this Guaranty, notwithstanding any such act by the Beneficiary.

3. Waiver of Rights. The Guarantor expressly waives (i) protest, (ii) notice of acceptance of this Guaranty by the Beneficiary, and (iii) demand for payment of any of the Guaranteed Obligations.

4. Reservation of Defenses. Without limiting the Guarantor's own defenses and rights hereunder, the Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses that the Obligor may have to payment of all or any portion of the Guaranteed Obligations except defenses arising from the bankruptcy, insolvency, dissolution or liquidation of the Obligor and other defenses expressly waived in this Guaranty.

5. Settlements Conditional. This guaranty shall remain in full force and effect or shall be reinstated (as the case may be) if at any time any monies paid to the Beneficiary in reduction of the indebtedness of the Obligor under the Agreement have to be repaid by the Beneficiary by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force, and the liability of the Guarantor under this Guaranty shall be computed as if such monies had never been paid to the Beneficiary.

6. Notice. The Beneficiary will provide written notice to the Guarantor if the Obligor defaults under the Agreement.

7. Primary Liability of the Guarantor. The Guarantor agrees that the Beneficiary may enforce this Guaranty without the necessity at any time of resorting to or exhausting any other security or collateral. This is a continuing Guaranty of payment and not merely of collection.

8. Representations and Warranties. The Guarantor represents and warrants to the Beneficiary as of the date hereof that:

- a. The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full power and legal right to execute and deliver this Guaranty and to perform the provisions of this Guaranty on its part to be performed;
- b. The execution, delivery and performance of this Guaranty by the Guarantor have been and remain duly authorized by all necessary corporate action and do not contravene any provision of its certificate of incorporation or by-laws or any law, regulation or contractual restriction binding on it or its assets;
- c. All consents, authorizations, approvals, registrations and declarations required for the due execution, delivery and performance of this Guaranty have been obtained from or, as the case may be, filed with the relevant governmental authorities having jurisdiction and remain in full force and effect, and all conditions thereof have been duly complied with.

GUARANTY AGREEMENT

and no other action by, and no notice to or filing with, any governmental authority having jurisdiction is required for such execution, delivery or performance;

- d. This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against it in accordance with its terms, except as enforcement hereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights or by general equity principles; and
- e. The Guarantor satisfies its creditworthiness requirement as described in Revised Exhibit A DE-Ohio's Credit Worthiness Standards in the tariff associated with the Agreement.

9. **Nature of Guaranty.** The Guarantor hereby agrees that its obligations hereunder shall be unconditional irrespective of the impossibility or illegality of performance by the Obligor under the Agreement; the absence of any action to enforce the Agreement; any waiver or consent by [REDACTED] concerning any provisions of the Agreement; the rendering of any judgment against the Obligor or any action to enforce the same; any failure by [REDACTED] to take any steps necessary to preserve its rights to any security or collateral for the Guaranteed Obligations; the release of all or any portion of any collateral by [REDACTED] or any failure by [REDACTED] to perfect or to keep perfected its security interest or lien in any portion of any collateral.

10. **Subrogation.** The Guarantor will not exercise any rights that it may acquire by way of subrogation until all Guaranteed Obligations shall have been paid in full. Subject to the foregoing, upon payment of all such Guaranteed Obligations, the Guarantor shall be subrogated to the rights of [REDACTED] against the Obligor, and [REDACTED] agrees to take at the Guarantor's expense such steps as the Guarantor may reasonably request to implement such subrogation.

11. **Term of Guaranty.** This Guaranty shall remain in full force and effect until the earlier of (i) such time as all the Guaranteed Obligations have been discharged, and (ii) December 1, 2018 (the "Expiration Date"); provided however, the Guarantor will remain liable hereunder for Guaranteed Obligations that were outstanding prior to the Expiration Date.

12. **Governing Law.** This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to principles of conflicts of law.

13. **Expenses.** The Guarantor agrees to pay all reasonable out-of-pocket expenses (including the reasonable fees and expenses of the Beneficiary's counsel) relating to the enforcement of the Beneficiary's rights hereunder in the event the Guarantor disputes its obligations under this Guaranty and it is finally determined (whether through settlement, arbitration or adjudication, including the exhaustion of all permitted appeals), that the Beneficiary is entitled to receive payment of a portion of or all of such disputed amounts.

14. **Waiver of Jury Trial.** The Guarantor and the Beneficiary, through acceptance of this Guaranty, waive all rights to trial by jury in any action, proceeding or counterclaim arising or relating to this Guaranty.

15. **Service of Process.** Guarantor hereby appoints [REDACTED] as its agent for service of process of any summons or other legal process in any action or proceeding arising out of or relating to this Guaranty, and such agent is hereby authorized and directed to accept such service of process on behalf of Guarantor. Guarantor shall at all times maintain [REDACTED] or another agent acceptable to Beneficiary in the State of Ohio, as a person acting as its agent to receive service of process. .

16. **Entire Agreement; Amendments.** This Guaranty integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect to the subject matter hereof. This Guaranty may only be amended or modified by an instrument in writing signed by each of the Guarantor and the Beneficiary.

17. **Headings.** The headings of the various Sections of this Guaranty are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

18. **No Third-Party Beneficiary.** This Guaranty is given by the Guarantor solely for the benefit of the Beneficiary, and is not to be relied upon by any other person or entity.

19. **Assignment.** Neither the Guarantor nor the Beneficiary may assign its rights or obligations under this Guaranty without the prior written consent of the other, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Beneficiary may assign this Guaranty, without the Guarantor's consent, provided such assignment is made to an affiliate or subsidiary of the Beneficiary

Any purported assignment in violation of this Section 18 shall be void and without effect.

20. **Notices.** Any communication, demand or notice to be given hereunder will be duly given when delivered in writing or sent by facsimile to the Guarantor or to the Beneficiary, as applicable, at its address as indicated below:

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GUARANTY AGREEMENT

If to the Guarantor, at:

[REDACTED]

If to Beneficiary, at:

[REDACTED]

or such other address as the Guarantor or the Beneficiary shall from time to time specify. Notice shall be deemed given (a) when received, as evidenced by signed receipt, if sent by hand delivery, overnight courier or registered mail or (b) when received, as evidenced by transmission confirmation report, if sent by facsimile and received on or before 4 pm local time of recipient, or (c) the next business day, as evidenced by transmission confirmation report, if sent by facsimile and received after 4 pm local time of recipient.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the day and year first above written.

Signed as a deed by [REDACTED] as attorney for

[REDACTED]

under a power of attorney dated [REDACTED] in the

presence of:

By

[REDACTED]

Name:

[REDACTED]

as attorney for

[REDACTED]

WIT:

By:

Name:

Title:

Address:

Title:

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GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the "Guaranty") is made this 1st day of December, 2013 by [REDACTED] a public limited company organized under the laws of [REDACTED] (the "Guarantor"), in favor of [REDACTED] an Ohio corporation ("Creditor").

PRELIMINARY STATEMENT

WHEREAS, Creditor may in the future enter into transactions involving gas energy which transactions are evidenced by one or more natural gas transportation, pooling or storage service agreements (as amended, extended or renewed, the "Agreement") with [REDACTED] organized under the laws of the State of Delaware ("Debtor"), whereby Creditor may extend credit or other financial accommodations to Debtor, and

WHEREAS, Creditor has required, as a prerequisite to extending credit or other financial accommodations to Debtor under or in furtherance of the Agreement, that Guarantor executes and delivers this Guaranty, and Guarantor is willing to execute and deliver this Guaranty to guarantee Debtor's current and future performance and payment obligations to Creditor.

AGREEMENT

NOW THEREFORE, in consideration of and as inducement for Creditor to enter into the Agreement and/or extend credit or other financial accommodations to Debtor thereunder, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Guarantor hereby covenants and agrees with Creditor as follows:

Section 1. *Obligations Guaranteed.* Guarantor unconditionally guarantees the performance and payment, when due, of each and every obligation of Debtor to Creditor, whether now existing or hereafter arising, under the Agreement and all other agreements executed by Debtor in favor of, and delivered to, Creditor pursuant to the Agreement, subject to a maximum amount payable under this Guaranty of [REDACTED]. All obligations guaranteed by Guarantor pursuant to this Guaranty are hereinafter collectively referred to as the "Obligations." Except to the extent specifically provided hereunder or in the Agreement, in no event shall the Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive, tort, or any other damages or costs. This is a guaranty of payment, not collection.

Section 2. *Guaranty Obligations.* Guarantor's obligations under this Guaranty are absolute and, subject to Section 5, shall remain in full force and effect until all Obligations of Debtor shall have been performed and discharged in full.

Section 3. ***Independent Obligation.*** In the event of any default under the Agreement by Debtor, Creditor shall have the right to proceed first and directly against Guarantor under this Guaranty without proceeding against Debtor or any other person or entity or exhausting any other remedies which it may have and without resorting to any other security held by it.

Section 4. ***Effect of Bankruptcy.*** In the event that, pursuant to any insolvency, bankruptcy, reorganization, receivership or other debtor relief law, or any judgment, order or decision thereunder, Creditor must return any payment, or any part thereof, received by Creditor from Debtor under the Agreement, any prior release or discharge from the terms of this Guaranty shall be without effect with respect to such payment and this Guaranty shall remain in full force and effect to that extent.

Section 5. ***Continuing Obligation.*** This Guaranty shall continue in full force and effect until fifteen (15) days after the date on which Creditor receives notice from Guarantor that it is terminating this Guaranty ("Termination Date"); provided that this Guaranty shall continue in full force and effect after any such termination with respect to any Obligations existing or accrued for at the date of termination, whether or not such Obligations are then due and payable.

Section 6. ***Waiver of Defenses.*** The liability of Guarantor under this Guaranty, and Guarantor's obligations under this Guaranty shall not be impaired or released as a result of (a) any change of the time, manner or terms of payment of any of the Obligations; (b) any renewal or increase of any of the Obligations; (c) any release or partial release of any other guarantor or other obligor in respect of any of the Obligations; (d) any modification, amendment, waiver or renewal of, or consent to departure from, any agreement or instrument relating to any of the Obligations; (e) Creditor's exercise or failure to exercise any rights against Debtor, Guarantor or others or any other action or inaction by Creditor in respect of any of the Obligations; (f) with respect to any of the foregoing, the lack of notice to or consent by Guarantor; or (g) any other circumstance which might otherwise constitute a defense available to, or discharge of, a surety or a guarantor excepting payment. Nothing herein is intended to deny Guarantor, and Guarantor shall have and may assert any and all of the defenses, set-offs, counterclaims and other rights which Debtor is or may be entitled to assert that arise from or out of the Agreement, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of Debtor. The obligations of the Guarantor hereunder are several from Debtor or any other person, and are primary obligations concerning which the Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein.

Section 7. ***Right to Set-Off.*** Creditor may set-off or apply any and all deposits and any other property at any time held by, or any other indebtedness at any time owing by, Creditor to Guarantor against any Obligation of Guarantor hereunder, provided Creditor has first made demand on Guarantor for payment of such Obligation and given Guarantor the opportunity for payment of same. The amount of any such set-off shall be treated as an amount paid under this Guaranty for purposes of the maximum amount of the Guaranty set forth in Section 1.

Section 8. ***Demand and Payment.*** Demand by Creditor for payment hereunder shall be in writing, signed by a duly authorized representative of Creditor and delivered to the Guarantor pursuant to Section 19 hereof, and shall (a) reference this Guaranty, (b) specifically identify Debtor, the nature of the default, the Obligations to be paid and the amount of such Obligations and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Obligations within ten (10) business days of receipt of such demand.

Section 9. ***Waiver.*** Guarantor hereby expressly waives notice from Creditor of its acceptance of and reliance upon this Guaranty and any notice of credit extended hereunder. Guarantor consents to any extensions of time for the payment of said account, and to any changes in the terms of any agreement between Creditor and Debtor. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the parties hereto. Guarantor also waives promptness, diligence, presentment to or demand of payment from anyone liable upon the Obligations, and presentment, notice of dishonor, protest and all other notices whatsoever. Creditor's failure or delay in exercising any right, remedy or power hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise by Creditor of any right, remedy or power hereunder preclude Creditor from any other or future exercise of any right, remedy or power. Each and every right, remedy and power granted to Creditor hereunder or allowed to it by law or other agreement shall be cumulative with and not exclusive of any other.

Section 10. ***WAIVER OF RIGHT TO TRIAL BY JURY.*** THE GUARANTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY.

Section 11. ***Waiver of Subrogation.*** If Guarantor shall make any payment under this Guaranty, the Guarantor will not exercise any rights which it might acquire by way of subrogation until all Obligations of Debtor have been paid in full to Creditor at which time Guarantor may exercise such right of subrogation and Creditor shall release or transfer to Guarantor any security held by Creditor. If any amount shall be paid to Guarantor in violation of the preceding sentence, such amount shall be held in trust for Creditor's benefit and shall forthwith be paid to Creditor to be credited and applied to the Obligations of the Debtor whether matured or unmatured.

Section 12. ***Expenses.*** If Guarantor refuses to honor any obligation hereunder, Guarantor shall pay all costs and expenses (including reasonable attorneys' fees) incurred by Creditor in enforcing its rights under this Guaranty.

Section 13. ***Currency.*** Guarantor shall make each payment under this Guaranty in available funds in the same currency in which the Obligation in respect of which such payment is made is denominated or, at the option of Guarantor, in United States Dollars.

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Section 14. *Assignment.* This Guaranty shall be binding upon Guarantor and upon its successors and assigns and shall be for the benefit of Creditor and its successors and assigns. Guarantor may not assign this Guaranty or the obligations hereunder without the express written consent of Creditor. Creditor may not assign its rights hereunder without the prior consent of Guarantor.

Section 15. *Applicable Law.* This Guaranty shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to laws of such State that would require the application of the laws of any other State.

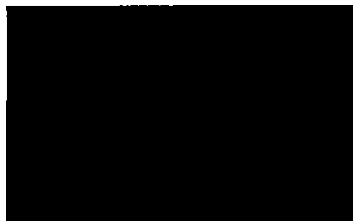
Section 16. *Severability.* In case any clause, provision or section of this Guaranty, or any application thereof, is for any reason held to be illegal, invalid, or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section, and each such clause, provision or section shall be deemed to be effective and operative in the manner and to the fullest extent permitted by law.

Section 17. *Supersedes.* This Guaranty is the entire and only agreement between Guarantor and Creditor with respect to the guaranty of the Obligations of Debtor by Guarantor. This Guaranty shall supersede, revoke and terminate all previous guaranties of the Obligations of Debtor under the Agreement given to Creditor by Guarantor prior to the date hereof.

Section 18. *Representations and Warranties.* Guarantor represents and warrants to Creditor that: (a) the Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation; (b) it has all requisite power and authority to execute and deliver and perform all of its obligations under this Guaranty; (c) the execution, delivery and performance of this Guaranty by Guarantor are within its corporate powers and have been duly authorized by all necessary corporate actions; and (d) this Guaranty constitutes a legally valid and binding agreement of Guarantor, subject only to insolvency, bankruptcy, moratorium, reorganization, fraudulent conveyance or similar laws affecting creditors' rights generally and by general principles of equity.

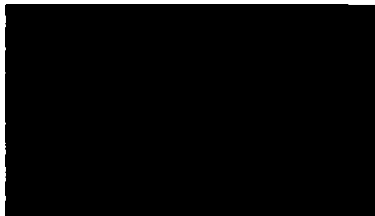
Section 19. *Notices.* Any notices given or required to be given hereunder shall be given to the parties at their respective addresses below either by regular mail, in person, by overnight courier service or by facsimile, which notice shall be effective upon receipt:

If to Creditor:



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With an additional notice to:



If to Guarantor



Guarantor or Creditor may change the address to which notices to it are to be sent upon written notice to the other party.

Section 20. *Modification.* This Guaranty may not be modified unless the changes are in writing and signed by both parties.

[SIGNATURE PAGE FOLLOWS]

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Guarantor has caused this Guarantee to be executed as a deed and Contract Party has signed the same as of the day and year first above written.

Executed and delivered as a deed as of the day and year first above written.

[REDACTED]
Signed as a deed by [REDACTED] as
attorney for [REDACTED]
under a power of attorney dated
[REDACTED] in the presence of:

By: [REDACTED]
Name: [REDACTED]
as attorney for [REDACTED]

WITNESS:

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Address: [REDACTED]

[REDACTED]
BY: [REDACTED]
NAME: [REDACTED]
TITLE: [REDACTED]

Exhibit C-5
PUBLIC - REDACTED
Projected Financial Forecast – 2 Years
Direct Energy Business Marketing, LLC – Ohio Gas

Direct Energy Business	State of Ohio - Gas	
\$ Dollars	2020 Forecast	2021 Forecast

Revenue	\$	
Expenses	\$	
Net Margin	\$	

Sales	\$	
Marketing	\$	
Commercial	\$	
Customer Operations	\$	
Bad Debt	\$	
Dep & Amor	\$	
OPEX	\$	

Contribution Margin	\$	
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BCF		
dth		
S/dth	\$	

Assumptions:

Forecast is not prepared at state level. To provide state level forecast the following assumptions were made:
 Volumes and Financials based on % of total forecast. % calculated based on % of total under contract for state of Ohio.
 Operating costs are not split by Gas/Power - these were split using total margin between Gas/Power.

Prepared by :

Name Kat Jones
 Title Director of Finance Business Partnering
 Address 194 Wood Ave South, Iselin, NJ 08830
 Email kat.jones@directenergy.com
 Phone Number 732-516-3016

ORIGINAL

Exhibit C-6 Credit Rating

Direct Energy Business Marketing, LLC is a fully owned subsidiary of Centrica plc's. As such, Direct Energy Business Marketing, LLC relies on the credit rating of our parent company,

As evidenced in Exhibit C-7 "Credit Report", which is also summarized in the table below, Centrica plc maintains a long term credit rating of Baa1 with Moody's, and an A- with Fitch and is rated as having a "Stable" outlook by both Rating Agency.

Agency Credit Ratings:

Rating Agency	Long Term Rating	Outlook	Short Term Rating
Moody's	Baa1	Stable	P-2
S&P	BBB+	Negative	A-2
Fitch	A-	Stable	F2

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Exhibit C-8 Bankruptcy Information

Direct Energy Business Marketing, LLC has had no reorganizations, protection from creditors or any other form of bankruptcy filings. The same is true of the Officers of Direct Energy Business Marketing, LLC, referenced on Exhibit A-15.

ORIGINAL

Direct Energy Business Marketing, LLC

Exhibit C-9 Merger Information

Direct Energy Business Marketing, LLC acquired NJR Retail Services Company, later named Direct Energy RS Gas, Inc. in March 2018. The acquired company was a retail natural gas provider, serving business and industrial customers in New Jersey, Delaware, Pennsylvania and Maryland. Customers previously served by Direct Energy RS Gas Inc. are now served by Direct Energy Business Marketing, LLC.

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**Exhibit C-10
Corporate Structure
Public**

Direct Energy Business Marketing, LLC ("DEBM") is an indirect wholly owned subsidiary of Centrica plc. DEBM is a subsidiary of Direct Energy Business, LLC ("DEB"), and DEB is a subsidiary of Direct Energy Services, LLC ("DES"). Gateway Energy Services Corporation is also a subsidiary of DES. DES is a subsidiary of Direct Energy Marketing Inc. ("DEMI").

Along with DES, Bounce Energy, Inc., First Choice Power, LLC, Direct Energy, LP ("DELP"), CPL Retail Energy L.P. and WTU Retail Energy L.P. are also subsidiaries of DEMI and affiliates of DEBM. All of the afore mentioned affiliates of DEBM supply retail or wholesale services for electricity and/or natural gas to customers in North America.

Exhibit C-10 – U.S. Operations organizational chart is Confidential and is filed under seal with a motion for protection.

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Exhibit D-1 Operations

Direct Energy Business Marketing, LLC (DEBM), is part of the Direct Energy family of companies and is the wholesale trading affiliate of Direct Energy for US trading activity. DEBM covers all wholesale trading and supply activities for Direct Energy in North America and has the contractual relationships with outside parties and partners to provide energy supply to end use customers. To maximize our efficiency in providing high quality services to our customers, we have integrated all the key components in-house for natural gas. This includes the complete supply cycle of contracting the natural gas purchases for retail sales, nomination and scheduling of retail natural gas for delivery, and other components for producing, storing and supplying of natural gas.

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Exhibit D-2 Operations Expertise

John Schultz is currently the President of Direct Energy Business Marketing, LLC (DEBM) and North America Business (NAB) for Centrica plc. DEBM is responsible for the natural gas supply and trading activities on behalf of all the Direct Energy entities. John's office is located in Iselin, New Jersey. He has 20+ years of experience in the energy industry and has held various positions in the field including natural gas and electricity trading and operations, commercial and industrial sales and energy infrastructure development. John has a B.S in Agricultural Economics from Penn State University and has attended executive development programs at the Fuqua School of Business at Duke University and Harvard Business School.

His team for natural gas is led by David Brast, SVP, North American Power & Gas, and Steve Dixon, Head of North American Sales.

David joined the company in August 2013. He is an experienced energy professional who previously held a role as Senior Vice President of Business Segments for Reliant/NRG Business Solutions. He has in excess of 20 years' experience specializing in risk management, power and gas trading and commercial operations. He has a Bachelor's degree in Accounting and Finance from Texas A&M University.

Steve is currently Head of North American Sales for Direct Energy Business. He joined Direct Energy in 2013 as the Head of the East Region Gas Operations and prior to that, he served as Vice President of Natural Gas Operations for Hess Corporation's Energy Marketing business. He joined Hess Corporation in 1998 after serving in positions at Resource Energy, Aquilla Energy and Phillip's Petroleum Company (now Conoco Phillips). He has more than 27 years of experience in the energy industry in a variety of roles, including operations, sales, marketing and trading. In his current role at Direct Energy, he is responsible for leading all aspects in developing a best in class customer facing sales team. Mr. Dixon has a BS in Business Administration from Lyon College and an MBA from the Walton College at the University of Arkansas. He has also attended Executive Development Programs at both Harvard Business School and Harvard Law School.

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Exhibit D-3 Key Technical Personnel

John Schultz, President – Centrica, North America Business & Direct Energy Business Marketing, LLC
John.schultz@directenergy.com
(732) 750-6197

Mr. Schultz has in excess of 20 years of experience in the energy industry and has held various positions in the field including natural gas and electricity trading and operations, commercial and industrial sales and energy infrastructure development. Mr. Schultz was previously the Senior Vice President of Hess Energy Marketing, LLC and was promoted to President of Direct Energy Business, LLC ("DEB") and is currently the President of Centrica North America as well.

Mr. Schultz is a graduate of Penn State University and has attended executive development programs at both the Fuqua School of Business at Duke University and Harvard Business School.

Steve Dixon, SVP, North American Sales – Direct Energy Business
Steve.dixon@directenergy.com
(732) 750-6240

Steve is currently SVP of North American Sales for Direct Energy Business. In this role, he is responsible for leading all aspects of developing a best in class customer-facing sales team.

Steve joined DEB as Head of the East Region Gas Operations in November 2013, and prior to that he was Vice President of Natural Gas Operations for Hess Corporation's Energy Marketing business. He joined Hess Corporation in 1998, after serving in positions at Resource Energy, Aquila Energy, and Phillips Petroleum Company (now ConocoPhillips). He has more than twenty seven years of experience in the energy industry in a variety of roles including operations, sales, marketing, and trading.

Steve is originally from Houston, TX and has a B.S. in Business Administration from Lyon College and a MBA from the Walton College at the University of Arkansas. He has also attended executive development programs at both Harvard Business School and Harvard Law School.

David Brast, SVP North American Power & Gas – Direct Energy Business
David.brast@directenergy.com
(713) 877-3642

ORIGINAL

Direct Energy Business Marketing, LLC

David is the SVP of North American Power & Gas where his responsibility is overseeing retail supply, trading, asset optimization and power generation.

David joined the company in August 2013. He is an experienced energy professional who previously held a role as Senior Vice President of Business Segments for NRG Energy. He has in excess of 20 years of experience specializing in risk management, power and gas trading and commercial operations. He has a bachelor's degree in Accounting and Finance from Texas A&M University.