

January 5, 2010

Pennsylvania Public Utility Commission  
Attn: James J. McNulty, Secretary  
Keystone Building  
2<sup>nd</sup> Floor Room N201  
Harrisburg, PA 17120

RE: Verde Energy USA, Inc. application

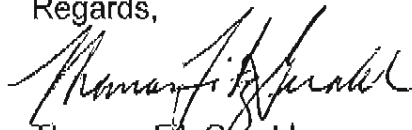
Mr. McNulty:

Verde Energy USA, Inc.'s ("Verde") respectfully files the attached application for an Electric Generation Supplier license, along with supporting materials referenced therein ("Application"). The Company's consolidated Financial Statements and copy of its initial bond will be sent under separate cover due to confidentiality concerns.

This is to certify that this letter and application and supporting materials were filed electronically with the Department today. Additionally, pursuant to section 5.14 of the Commonwealth's Regulations, 52 Pa. Code 5.14, Verde Energy USA, Inc. provided a copy of the Application with attachments on the following entities shown on Exhibit A.

Please contact me if there are any additional questions concerning this matter.

Regards,



Thomas FitzGerald  
President & Chief Executive Officer  
Verde Energy USA, Inc.  
203.849.6083

Encl

CERTIFICATION

This is to certify that, on this 5<sup>th</sup> day of January, 2010, one (1) copy of the foregoing was mailed to:

<p>Irwin A. Popowsky Office of Consumer Advocate 5th Floor Forum Place 555 Walnut Street Harrisburg, PA 17120</p>	<p>Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14th Floor Harrisburg, PA 17120</p>
<p>William R. Lloyd Jr. Commerce Building, Suite 1102 Small Business Advocate 300 North Second Street Harrisburg, PA 17101</p>	<p>Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Harrisburg, PA 17128-0946</p>
<p>Gary A. Jack Assistant General Counsel Duquesne Light Company 411 Seventh Street, MD 16-4 Pittsburgh, PA 15219</p>	<p>Blaine W. Uplinger, Jr. Director of Governmental and Regulatory Affairs FirstEnergy 100 APC Building 800 North third Street Harrisburg, PA 17102-2025</p>
<p>Carlo L. Ciabattoni Manager Energy Acquisition PECO Energy Company 2301 Market Street Philadelphia, PA 19101-8699</p>	<p>John P. Litz Division Controller UGI Utilities, Inc. Electric Division 400 Stewart Road P.O. Box 3200 Hanover Industrial Estates Wilkes-Barre, PA 18773-3200</p>
<p>Paul E. Russell Associate General Counsel PPL Two North Ninth Street Allentown, Allentown, PA 18108-1179</p>	<p>Stephen L. Feld Attorney Pennsylvania Power Company First Energy Corporation 76 South Main Street Akron, OH 44308</p>
<p>John L. Munsch Attorney Allegheny Power 800 Cabin Hill Drive Greensburg, PA 15601-1689</p>	

  
Thomas FitzGerald

# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of **Verde Energy USA, Inc.**, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) Broker/Marketer engaged in the business of supplying electricity to the public in the Commonwealth of Pennsylvania.

To the Pennsylvania Public Utility Commission:

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and FAX number of the Applicant are:

Verde Energy USA, Inc.  
101 Merritt 7 Third Floor  
Norwalk, CT 06851  
Phone: 1-800-388-3862  
FAX: 1-203-849-5946

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

Verde Energy Savings, Inc.  
101 Merritt 7 Third Floor  
Norwalk, CT 06851  
Phone: 1-800-388-3862  
FAX: 1-203-849-5946

2. a. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

Thomas FitzGerald  
President & CEO  
Verde Energy USA, Inc.  
101 Merritt 7 Third Floor  
Norwalk, CT 06851  
Phone: 1-203.849.6083  
FAX: 1-203-849-5946

- b. **CONTACT PERSON-PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY:** The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA:

Thomas FitzGerald  
President & CEO  
Verde Energy USA, Inc.  
101 Merritt 7 Third Floor  
Norwalk, CT 06851  
Phone: 1-203.849.6083  
FAX: 1-203.842.4201

3. a. **ATTORNEY:** If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

Stephen J. Geissler, Esq.  
68 Warren Glen  
Burlington, CT 06013  
Phone: 1-860.675.7701  
FAX: 1-860.675.7702

- b. **REGISTERED AGENT:** If the Applicant does not maintain a principal office in the Commonwealth, the required name, address, telephone number and FAX number of the Applicant's Registered Agent in the Commonwealth are:

**Corporation Services Company**

**2704 Commerce Drive**

**Harrisburg, PA 17110**

**Phone: 800-927-9810**

**FAX: 217-492-2727**

**4. FICTITIOUS NAME:** (select and complete appropriate statement)

The Applicant will be using a fictitious name or doing business as ("d/b/a"):

Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

**OR**

The Applicant will not be using a fictitious name.

**5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** (select and complete appropriate statement)

The Applicant is a sole proprietor.

If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa. C.S. §4124 relating to Department of State filing requirements.

**OR**

The Applicant is a:

- general partnership (\*)
- domestic limited partnership (15 Pa. C.S. §8511)
- foreign general or limited partnership (15 Pa. C.S. §4124)
- domestic limited liability partnership (15 Pa. C.S. §8201)
- foreign limited liability general partnership (15 Pa. C.S. §8211)
- foreign limited liability limited partnership (15 Pa. C.S. §8211)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

\* If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

**Or**

The Applicant is a :

- domestic corporation (none)
- foreign corporation (15 Pa. C.S. §4124)
- domestic limited liability company (15 Pa. C.S. §8913)
- foreign limited liability company (15 Pa. C.S. §8981)
- Other \_\_\_\_\_

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation.

**See Exhibit 5(A) Proof Of Compliance With Department of State Filings and Exhibit 5(B) Articles of Incorporation and Bylaws.**

Give name and address of officers.

**Name:** Thomas FitzGerald  
**Position:** President & CEO  
**Business Address:** 101 Merritt Seven Corporate Park  
Third Floor  
Norwalk, CT 06851  
**Business Phone:** 203-849-6083

**Name:** Lance Lundberg  
**Position:** Chairman  
**Business Address:** 101 Merritt Seven Corporate Park  
Third Floor  
Norwalk, CT 06851  
**Business Phone:** 203-849-6083

**Name:** Anthony Menchaca  
**Position:** Chief Marketing Officer  
**Business Address:** 101 Merritt Seven Corporate Park  
Third Floor  
Norwalk, CT 06851  
**Business Phone:** 203-849-6083

The Applicant is incorporated in the state of **Delaware**.

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:** (select and complete appropriate statement)

Affiliate(s) of the Applicant doing business in Pennsylvania are:

Give name and address of the affiliate(s) and state whether the affiliate(s) are jurisdictional public utilities.

If the Applicant or an affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessor(s) and state whether the predecessor(s) were jurisdictional public utilities.

**OR**

The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.

7. **APPLICANT'S PRESENT OPERATIONS:** (select and complete the appropriate statement)

The Applicant is presently doing business in Pennsylvania as a

- vertically-integrated provider of generation, transmission, and distribution services.
- municipal electric corporation providing service outside its municipal limits.
- electric cooperative local gas distribution company
- nonintegrated provider of electric generation, transmission or distribution services.
- Other. (Identify the nature of service being rendered.)

**OR**

The Applicant is not presently doing business in Pennsylvania.

8. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:
- Generator and supplier of electric power.
  - Municipal generator and supplier of electric power.
  - Electric Cooperative and supplier of electric power.
  - Broker/Marketer engaged in the business of supplying electricity.
  - Aggregator engaged in the business of supplying electricity.
  - Other (Describe):
9. **PROPOSED SERVICES:** Generally describe the electric services or the electric generation services which the Applicant proposes to offer.

**The Company proposes to be licensed as a Broker/Marketer engaged in the business of supplying electricity in all territories within Pennsylvania serving residential, commercial, industrial and governmental customers.**

10. **SERVICE AREA:** Generally describe the geographic area in which Applicant proposes to offer services.
- The Company proposes to be licensed as a Broker/Marketer engaged in the business of supplying electricity in all territories within Pennsylvania serving residential, commercial, industrial and governmental customers.**

11. **CUSTOMERS:** Applicant proposes to initially provide services to:

- Residential Customers
- Commercial Customers - (25 kW and Under)
- Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):

**FERC FILING:** Applicant has:

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- Received approval from FERC to be a Power Marketer at Docket or Case Number **E09-1423**.
- Not applicable.

13. **START DATE:** The Applicant proposes to begin delivering services in **1Q2010** (approximate date).

14. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, serve a copy of the signed and verified Application with attachments on the following:

Irwin A. Popowsky Office of Consumer Advocate 5th Floor Forum Place 555 Walnut Street Harrisburg, PA 17120	Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14th Floor Harrisburg, PA 17120
William R. Lloyd Jr. Commerce Building, Suite 1102 Small Business Advocate 300 North Second Street Harrisburg, PA 17101	Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Harrisburg, PA 17128-0946

Any of the following Electric Distribution Companies through whose transmission and distribution facilities the applicant intends to supply customers:

Gary A. Jack, Assistant General Counsel  
**Duquesne Light Company**  
 411 Seventh Street, MD 16-4 Pittsburgh, PA 15219  
 (Metropolitan Edison Company or Pennsylvania Electric Company)

Blaine W. Uplinger, Jr., Director of Governmental and Regulatory Affairs  
**FirstEnergy**  
 100 APC Building 800 North third Street Harrisburg, PA 17102-2025

Carlo L. Ciabattoni, Manage Energy Acquisition  
**PECO Energy Company**  
 2301 Market Street Philadelphia, PA 19101-8699 215.841.4210  
[carlo.ciabattoni@exeloncorp.com](mailto:carlo.ciabattoni@exeloncorp.com)

John P. Litz, Division Controller  
**UGI Utilities, Inc. Electric Division**  
 400 Stewart Road  
 P.O. Box 3200 Hanover Industrial Estates Wilkes-Barre, PA 18773-3200

Paul E. Russell, Associate General Counsel  
**PPL**  
 Two North Ninth Street Allentown, PA 18108-1179

Stephen L. Feld, Attorney  
**Pennsylvania Power Company First Energy Corporation**  
 76 South Main Street Akron, OH 44308

John L. Munsch, Attorney  
**Allegheny Power**  
 800 Cabin Hill Drive Greensburg, PA 15601-1689

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, attach Proof of Service of the Application and attachments upon the above named parties. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14.



15. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix B to this application.

16. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, by name, subject and citation, dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

**THE APPLICANT, AN AFFILIATE, A PREDECESSOR OF EITHER, OR A PERSON IDENTIFIED IN THIS APPLICATION HAS NOT BEEN CONVICTED OF A CRIME INVOLVING FRAUD OR SIMILAR ACTIVITY, IN THE LAST FIVE (5) YEARS, WHETHER BEFORE AN ADMINISTRATIVE BODY OR IN A JUDICIAL FORUM, IN WHICH THE APPLICANT, AN AFFILIATE, A PREDECESSOR OF EITHER, OR A PERSON IDENTIFIED HEREIN HAS BEEN A DEFENDANT OR A RESPONDENT.**

17. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION:** Electricity should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

- **Contacts for Consumer Service and Complaints:** Provide the name, title, address, telephone number and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission or other agencies.

	<u>Primary</u>	<u>Alternate</u>
Name:	Anthony Menchaca	Thomas FilzGerald
Position:	Chief Marketing Officer	CEO
Business Address:	101 Merritt Seven Corporate Park Third Floor Norwalk, CT 06851	Same
Business Phone:	203-849-6083	203-849-6083
Fax	203-849-5946	203-849-5946

- Provide a copy of all standard forms or contracts that you use, or propose to use, for service provided to residential customers.  
See Exhibit 17 – Standard Terms & Conditions (Residential & Small Commercial)
- If proposing to serve Residential and/or Small Commercial (under 25 kW) customers, provide a disclosure statement. A sample disclosure statement is provided as Appendix C to this Application.  
See Exhibit 17 – Disclosure Statement

18. **BONDING:** In accordance with 66 PA. C.S. Section 2809(C) (1)(I), the Applicant is:

- Furnishing a copy of initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.
- Furnishing proof of other initial security for Commission approval, to ensure financial responsibility.

- Filing for a modification to the \$250,000 and furnishing a copy of an initial bond, letter of credit or proof of bonding to the Commission for the amount of \$\_\_\_\_. Applicant is required to provide information supporting an amount less than \$250,000 \*\*.

At the conclusion of Applicant's first year of operation it is the intention of the Commission to tie security bonds to a percentage of Applicant's gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. The amount of the security bond will be reviewed and adjusted on an annual basis.

19. **FINANCIAL FITNESS:**

A. Applicant shall provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.

**See Exhibit 19 (A) – Corporate Structure**

- Published parent company financial and credit information.

**See Exhibit 19 (A) – Company Financial and Credit Information**

- Applicant's balance sheet and income statement for the most recent fiscal year. Published financial information such as 10K's and 10Q's may be provided, if available.

**See Exhibit 19 (A) – Company Consolidated Financial Statements. FILED SEPARATELY AS CONFIDENTIAL INFORMATION.**

- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form or other independent financial service reports.

**N/A**

- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.

**General Liability**

- Each Occurrence \$1,000,000
- Aggregate \$2,000,000

**Workers Compensation**

- Employers Liability Limits \$500,000

**Product – Comp/OP**

- Aggregate \$2,000,000

- Audited financial statements

**NA**

- Such other information that demonstrates Applicant's financial fitness.

**See Exhibit 19 (A) – Company Consolidated Financial Statements. FILED SEPARATELY AS CONFIDENTIAL INFORMATION.**

B. Applicant must provide the following information:

- Identify Applicant's chief officers including names and their professional resumes.

**Name:** Thomas FitzGerald  
**Position:** President & CEO / Acting CFO  
**Business Address:** 101 Merritt Seven Corporate Park  
Third Floor  
Norwalk, CT 06851  
**Business Phone:** 203-849-6083  
**FAX:** 203-849-5946

- Provide the name, title, address, telephone number and FAX number of Applicant's custodian for its accounting records.

**Name:** Thomas FitzGerald  
**Position:** President & CEO/Acting CFO  
**Business Address:** 101 Merritt Seven Corporate Park  
Third Floor  
Norwalk, CT 06851  
**Business Phone:** 203-849-6083  
**FAX:** 203-849-5946

20. **TECHNICAL FITNESS:** To ensure that the present quality and availability of service provided by electric utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- The identity of the Applicant's officers directly responsible for operations, including names and their professional resumes.

**See Exhibit 20 – Officers**

- Proposed staffing and employee training commitments

**The Company currently employs 5 professionals (number of employees does not include outsourced personnel at ECInfosystems, Customized Energy Services, Resolute Digital) and expect to increase the headcount in relation to the growth in the Company's operations. The company provides training for its employees including sales, energy market fundamentals and advanced energy market concepts (training at ISO NE, etc).**

- Business plans

**See Exhibit 20 – Technical Fitness**

- Documentation of membership in ECAR, MAAC or other regional reliability councils shall be submitted if applicable to the scope and nature of the applicant's proposed services.

**The Company is a member of the ISO NE | NEPOOL and is a member of its Participants, Markets, Reliability, and Transmission committees. The Company will actively participate in MAAC or other regional reliability councils.**

- An affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability

Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service.

**See attached AFFIDAVIT**

21. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa. C.S. Section 2809(D). Transferee will be required to file the appropriate licensing application.
22. **ASSESSMENT:** The Applicant acknowledges that Title 66, Chapter 5, Section 510 grants to the Commission the right to make assessments to recover regulatory expenses and that as a supplier of electricity or an electric generation supplier it will be assessed under that section of the Pennsylvania Code. The Applicant also acknowledges that the continuation of its license as a supplier of electricity or an electric generation supplier will be dependent upon the payment of all prior years assessments.
23. **UNIFORM STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission.
24. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:
  - a. **Reports of Gross Receipts:** Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
  - b. The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.
  - c. Applicant shall report to the Commission the following information on an annual basis:
    - the percentages of total electricity supplied by each fuel source

Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.
25. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur in the information upon which the Commission relied in approving the original filing.
26. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.
27. **FEE:** The Applicant has enclosed the required initial licensing fee of \$350.00 payable to the Commonwealth of Pennsylvania.

Applicant: Verde Energy USA, Inc.

By: 

Title: President & CEO

**Application for Electric Supplier License**

Appendix A - Bonding

01-04-'10 13:26 FROM-

T-279 P0002/0006 F-332

**Berkley Regional Insurance Company  
License Bond**

**Bond Number: 0130876**

**KNOW ALL MEN BY THESE PRESENTS** that *Verde Energy USA, Inc.* as Principal, and Berkley Regional Insurance Company of *Wilmington, DE*, as Surety, are firmly bound unto Pennsylvania Public Utility Commission, as obligee, in the penal sum of two hundred fifty thousand dollars (\$250,000), lawful money of the United States of America for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly, severally, and firmly by these presents.

SIGNED, SEALED AND DATED THIS 4<sup>th</sup> day of January, 2010

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that Whereas the Principal has made application for a license to the Obligee to offer, render, furnish or supply electricity or electric generation services to the public.

**NOW THEREFORE**, the condition of this obligation is such that the Principal must act in accordance with Section 2809(c)(1)(i) of the Public Utility Code, 66 Pa. C.S. 2809(c)(1)(i), to assure compliance with applicable provisions of the Public Utility Code, 66 Pa. C.S. 101, et seq. and the rules and regulation of the Pennsylvania Public Utility Commission by the Principal as a licensed electric generation supplier; to ensure the payment of Gross Receipts Tax as required by Section 2810 of the Public Utility Code, 66 Pa. C.S. 2810; and to ensure the supply of electricity at retail in accordance with contracts, agreements or arrangement. Payment of claims shall have the following priority: (I) The Commonwealth of Pennsylvania; (II) Electric Distribution Companies for the reimbursement of Gross Receipts Tax; and (III) Private Individuals. Proceeds of the bond may not be used to pay any penalties or fines levied against the Principal for violations of the law, or for the payment of any other tax obligations owed to the Commonwealth of Pennsylvania.

**NOW THEREFORE**, if the Principal shall, during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to an electric generation supplier licensed in Pennsylvania and fulfills its obligation to pay the Gross Receipts Tax to the Commonwealth, and to deliver electricity at retail in accordance with contracts, agreements and arrangements, require the execution of this bond, then this obligation shall become void and of no effect.

**PROVIDED**, the Surety may terminate its future liability under this Bond sixty (60) days after furnishing written notice of such intention to terminate. This termination shall not affect the liability of the Surety and the Principal for any liability incurred by the Principal prior to the effective date of such termination. Any claim under this bond must be instituted within three (3) months of the effective date of termination.

**THIS BOND WILL EXPIRE January 4, 2011**, but may be continued by continuation certificate signed by Verde Energy USA, Inc. and Berkley Regional Insurance Company. Berkley Regional Insurance Company may at any time terminate its liability by giving sixty (60) days written notice of the Obligee, and Berkley Regional Insurance Company shall not be liable for any default after such sixty-day notice period, except for defaults occurring prior thereto.

Signed, sealed and dated January 4, 2010.

Verde Energy USA, Inc.

Principal  
Berkley Regional Insurance Company

Surety

By Anthony Pasquano  
Attorney-in-Fact

COUNTERSIGNED BY

Registered Agent

# Application for Electric Supplier License

01-04-10 13:27 FROM

1-210 78888/8888 7-332  
190. 1127

**POWER OF ATTORNEY  
BERKLEY REGIONAL INSURANCE COMPANY  
WILMINGTON, DELAWARE**

WARNING -- Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

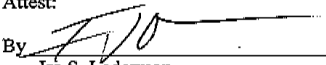
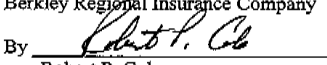
NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, Connecticut, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Kenneth Fuirst, Jason Schiciano, Mark Schmaier or Anthony Basciano of Levitt-Fuirst Associates, Ltd. of Yonkers, NY** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Twenty Million and 00/100 Dollars (\$20,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

- “RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further
- RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further
- RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further
- RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.”

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20 day of June, 2007.

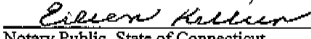
Attest: (Seal) By  Ira S. Lederman Senior Vice President & Secretary	Berkley Regional Insurance Company By  Robert P. Cole Senior Vice President
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**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )  
 ) ss:  
 COUNTY OF FAIRFIELD )

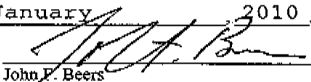
Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of June, 2007, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

**EILEEN KILLEEN  
NOTARY PUBLIC**

  
Notary Public, State of Connecticut

MY COMMISSION EXPIRES JUNE 30, 2012      **CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 4th day of January, 2010.  
 (Seal)   
 John P. Beers

**Application for Electric Supplier License**

01-04-'10 13:28 FROM-

T-279 F0004/0006 F-332

Individual  
Acknowledgement

State of \_\_\_\_\_ SS.  
County of \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me  
personally came \_\_\_\_\_ to me known,  
and known to me to be the individual(s) described in, and, who executed the foregoing  
Instrument, and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same

My commission expires \_\_\_\_\_  
Notary Public (SEAL)

Fin in  
Acknowledgement

State of \_\_\_\_\_ SS.  
County of \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me  
personally came \_\_\_\_\_ to me known,  
and known to me to be a member of the firm of \_\_\_\_\_  
described in and who executed the foregoing instrument, and \_\_\_\_\_ he executed thereupon  
acknowledged to me that \_\_\_\_\_ he executed the same as and for the act ad deed of  
said firm

My commission expires \_\_\_\_\_  
Notary Public (SEAL)

Corporation  
Acknowledgement

State of \_\_\_\_\_ SS.  
County of \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me  
personally came \_\_\_\_\_ to me known,  
who, being by me duly sworn, did depose and say that \_\_\_\_\_ he is the \_\_\_\_\_  
of \_\_\_\_\_  
the corporation, described in and which executed the above instrument; that \_\_\_\_\_ he  
knows the seal of said corporation; that the seal affixed to said instrument is such  
corporate seal; that it was so affixed by order of the Board of Directors of said  
corporation and that \_\_\_\_\_ he signed his/her name thereto by like order.

My commission expires \_\_\_\_\_  
Notary Public (SEAL)

Surety  
Acknowledgement

State of New York SS.  
County of Westchester  
On this 4th day of January 2010, before me  
personally came Anthony Basciano to me known,  
who, being by me duly sworn, did depose and say that \_\_\_\_\_ he is the an attorney-in-fact of  
Berkley Regional Insurance Company  
the corporation described in and which executed the within instrument that \_\_\_\_\_ he  
knows the corporate seal of said corporation that the seal affixed to the within instrument  
is such corporate seal; and that \_\_\_\_\_ he signed the said instrument and affixed the said seal as  
attorney-in-fact by authority of the ~~Board of Directors~~ Board of Directors of said corporation and by  
authority of this office under the ~~provisions~~ provisions resolutions thereof.

My commission expires \_\_\_\_\_  
Notary Public (SEAL)

Notary Public  
Qualified in Westchester County  
Commission Expires: April 28, 2012

*Lorraine M. Suckow*  
Notary Public

# Application for Electric Supplier License

## BERKLEY REGIONAL INSURANCE COMPANY

### STATUTORY BALANCE SHEET DECEMBER 31, 2008 (AMOUNTS IN THOUSANDS)

#### Admitted Assets

Bonds	\$	1,301,991
Common & Preferred Stocks		509,539
Cash & Short Term Investments		134,989
Premiums Receivable		294,484
Other Assets		<u>424,453</u>

Total Admitted Assets \$ 2,665,456

#### Liabilities & Surplus

Loss & LAE Reserves	\$	1,445,679
Unearned Premium Reserves		582,180
Other Liabilities		<u>27,296</u>

Total Liabilities \$ 2,055,155

Capital Stock	\$	4,000
Additional Paid In Capital		347,723
Unassigned Surplus		<u>258,578</u>

Total Policyholders' Surplus \$ 610,301

Total Liabilities & Surplus \$ 2,665,456

#### Officers:

President: William Robert Berkley  
Treasurer: Robert Floyd Buehler  
Secretary: Ira Seth Lederman  
Sr. Vice President: Eugene George Ballard  
Sr. Vice President: Robert Paul Cole  
Vice President: Clement Patrick Patafio

#### Directors:

Eugene George Ballard  
William Robert Berkley  
William Robert Berkley, Jr.  
Robert Paul Cole  
Paul James Hancock  
Robert Carruthers Hewitt  
Ira Seth Lederman  
Clement Patrick Patafio  
James Gerald Shiel



## Application for Electric Supplier License

### Inquiry and Notification Rider

Berkley Surety Group, LLC is the affiliated underwriting manager for all of the surety business of the following affiliated companies: Acadia Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Union Insurance Company and Continental Western Group Insurance Company.

**To verify the authenticity of this bond please call:  
(973) 775-5021 or Telefax (973) 775-5024**

---

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group, LLC  
412 Mt. Kemble Ave.  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department**

Or

Telefax: (866) 408-2421

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted please set forth generally the basis of the claim. In the case of a payment or performance bond please identify the project to which the bond pertains.



**BERKLEY SURETY GROUP**

COMMONWEALTH OF  
PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

APPENDIX B  
TAX CERTIFICATION  
STATEMENT

A completed Tax Certification Statement must accompany all applications for new licenses, renewals or transfers. Failure to provide the requested information and/or any outstanding state income, corporation, and sales (including failure to file or register) will cause your application to be rejected. If additional space is needed, please use white 8 1/2" x 11" paper. Type or print all information requested.

1. CORPORATE OR APPLICANT NAME

**Verde Energy USA, Inc.**

2. BUSINESS PHONE NO. ( 203 ) 849-6083

CONTACT PERSON(S) FOR TAX ACCOUNTS:

**Thomas FitzGerald**

3. TRADE/FICTITIOUS NAME (IF ANY)

**N/A**

4. LICENSED ADDRESS

(STREET, RURAL ROUTE, P.O. BOX NO.)

(POST OFFICE)

STATE

(ZIP)

**101 Merritt 7 Third Floor Norwalk, CT 06851**

5. TYPE OF ENTITY

SOLE PROPRIETOR

PARTNERSHIP

CORPORATION

8. LIST OWNER(S), GENERAL PARTNERS, OR CORPORATE OFFICER(S)

NAME (PRINT)

**Thomas FitzGerald**

SOCIAL SECURITY NUMBER (OPTIONAL)

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

NAME (PRINT)

**Lance Lundberg**

SOCIAL SECURITY NUMBER (OPTIONAL)

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

NAME (PRINT)

**Tony Menchaca**

SOCIAL SECURITY NUMBER (OPTIONAL)

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

NAME (PRINT)

SOCIAL SECURITY NUMBER (OPTIONAL)

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

NAME (PRINT)

SOCIAL SECURITY NUMBER (OPTIONAL)

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

9. LIST THE FOLLOWING STATE TAX IDENTIFICATION NUMBERS. (ALL ITEMS, A, B, AND C MUST BE COMPLETED).

A. SALES TAX LICENSE (8 DIGITS)

APPLICATION

PENDING

N/A

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

C. CORPORATE BOX NUMBER (7 DIGITS)

APPLICATION

PENDING

N/A

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

B. EMPLOYER ID (EIN) (9 DIGITS)

APPLICATION

PENDING

N/A

27 - 0193696

10. Do you have PA employes either resident or non-resident?

YES

NO

11. Do you own any assets or have an office in PA?

YES

NO

NAME AND PHONE NUMBER OF PERSON(S) RESPONSIBLE FOR FILING TAX RETURNS

**Thomas FitzGerald**

PA SALES AND USE TAX

PHONE 203-849-6083

**Thomas FitzGerald**

EMPLOYER TAXES

PHONE 203-849-6083

**Thomas FitzGerald**

CORPORATE TAXES

PHONE 203-849-6083

Telephone inquiries about this form may be directed to the Pennsylvania Department of Revenue at the following numbers: (717) 772-2673, TDD# (717) 772-2252 (Hearing Impaired Only)

## APPENDIX D

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE

*Application of Verde Energy USA, Inc. For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania, Docket No. A11XXXX.*

On November 6, 2009, Verde Energy USA, Inc. filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Verde Energy USA, Inc. proposes to sell electricity and related services in the PPL service territory under the provisions of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Verde Energy USA, Inc. may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 171053265. You should send copies of any protest to Verde Energy USA, Inc.'s attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is A-11XXXX.

By and through Counsel: Stephen J. Geissler, Esq.

**Verde Energy USA, Inc.**

101 Merritt 7 Third Floor  
Norwalk, Connecticut 06851  
Phone: 1-800-388-3862  
FAX: 1-203-849-5946

## APPENDIX E

### Electronic Data Interchange & Internet Requirements

Prior to doing business in an EDC service territory it is required that an EGS successfully test the appropriate EDI transactions. To initiate the testing process, an EGS must contact the PA EDC contact person designated on the EDI Testing Contacts zip file, which is located on the Pa. PUC website ([http://puc.paonline.com/electric/EDI/edewg\\_download.asp](http://puc.paonline.com/electric/EDI/edewg_download.asp)). Using the approved internet protocols, the EDI testing contacts list contact list is also provided for any EDC that may want to initiate contact with an EGS. To have your contact information added or updated, please send an email to [kawall@greenmountain.com](mailto:kawall@greenmountain.com).

#### Electric Distribution Companies (EDC):

Company Name	Contact Name	Telephone	Email	Pref.
American Cooperative Services	Linda Johnson	(717) 901-4406	Linda_Johnson@prca.com	Phone
American Energy	David Butsack	(610) 372-8500	Dave_kel@cwix.com	Email
Bruin Energy d/b/a The Mack Services Group	David McCorry	(610) 644-0562	macksergrp@msn.com	None
Columbia Energy Services	Tracy Myer	(703) 561-6385	Tmyer@columbiaenergygroup.com	Email
CMS Marketing, Svcs & Trading	Anron Martin	(517) 768-2063	Amartin@cmsenergy.com	None
Con Edison Solutions	Bill Hunsicker	(610) 926-7155	Bhunsick@sctcorp.com	Email
Connectiv	Russell Coultriss	(800) 397-2001	Russell@accessedi.com	Email

#### Electric Generation Suppliers (EGS):

Company Name	Contact Name	Telephone	Email	Pref.
American Cooperative Services	Linda Johnson	(717) 901-4406	Linda_Johnson@prea.com	Phone
American Energy	David Butsack	(610) 372-8500	Dave_kel@cwix.com	Email
Bruin Energy d/b/a The Mack Services Group	David McCorry	(610) 644-0562	macksergrp@msn.com	None
Columbia Energy Services	Tracy Myer	(703) 561-6385	Tmyer@columbiaenergygroup.com	Email
CMS Marketing, Svcs & Trading	Aaron Martin	(517) 768-2063	Amartin@emsenenergy.com	None
Con Edison Solutions	Bill Hunsicker	(610) 926-7155	Bhunsick@sctcorp.com	Email
Connectiv	Russell Coultriss	(800) 397-2001	Russell@accessedi.com	Email
Constellation Energy Source	Sam Schmidt	(410) 468-3528	EDI@cesource.com	Email
DTE-CoEnergy	David Tyl	(313) 235-9055	Tyld@dtenergy.com	Email
DTE Edison America	Merle Glasgow	(615) 371-5199	Merle_Glasgow@sterecomm.com	None
Edison Source	Jon Silva	(562) 463-3000	Jsilva@edisonenterprises.com	None
Enron Energy Services	Allyson Hafner	(614) 761-7160	Ahafner@ees.enron.com	None
Exelon Energy	Joyce Walsh	(610) 645-1423	Jwalsh@pcco-energy.com	Email
First Energy Services	Winston Stein	(281) 342-2646	Bswa@attmail.com	Phone
GPU Advanced Resources	Gary Gokhman	(610) 856-5831	Ggokhman@gpu.com	Email
Green Mountain Energy	Jamie Barras	(802) 846-6120	Barras@greenmountain.com	Email
New Energy Ventures	Dan Griffiths	(215) 563-9290 x226	dgriffiths@newenergy.com	None
NorAm Energy Management	Nick Waters	(713) 207-1376	Nwaters@noram.com	Email
PacificCorp Power Marketing	Jeff Ponsness	(503) 813-5143	Jeff.Ponsness@pacificorp.com	Email
Penn Power Energy	Winston Stein	(281) 342-2646	Bswa@attmail.com	Phone
PG Energy PowerPlus	Jeff Besceker	(570) 829-8698	Besceker@pg-energy.com	Email
PP&L EnergyPlus	Kim Wall	(610) 774-4850	Kawall@papl.com	Email
PSEG Energy Technologies	Douglas Nicholls	(732) 744-2155	Douglas.Nicholls@pseg.com	Phone
Statoil Energy Inc	Keith Mills	(703) 317-2643	Kmills@statoilenergy.com	Email
Strategic Energy Limited	Jim Thomas	(412) 394-5650	Jthomas@sel.com	Email
UGI Energy Services, Inc.	Sal Franco	(610) 373-7999 x118	Electricenrollment@gasmark.com	None
Company Name	Contact Name	Telephone	Email	Pref.

Pennsylvania's Electronic Data Exchange Working Group (EDEWG) EDI transactions and related business practices can be found on the Pa. PUC website ([http://puc.paonline.com/electric/EDI/edewg\\_download.asp](http://puc.paonline.com/electric/EDI/edewg_download.asp)). In addition, in order to keep up with changes in the standards, it is advised that each company have one representative on the edtwg email listserv. To subscribe to the edtwg listserv, send an email with your full name, company name, mailing address, telephone number, fax number and email address to [subscribe-edtwg@ls.eei.org](mailto:subscribe-edtwg@ls.eei.org) with a copy to Annunciata Marino ([marino@puc.state.pa.us](mailto:marino@puc.state.pa.us)).

# AFFIDAVIT

State of Connecticut:

Norwalk : ss.

County of Fairfield:

Thomas FitzGerald, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He is the President & Chief Executive Officer (Office of Affiant) of Verde Energy USA, Inc. (Name of Applicant)

That he is authorized to and does make this affidavit for said Applicant;

That Verde Energy USA, Inc., the Applicant herein, acknowledges that Verde Energy USA, Inc. may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That Verde Energy USA, Inc., the Applicant herein, asserts that it possesses the requisite technical, managerial, and financial fitness to render electric service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That Verde Energy USA, Inc., the Applicant herein, certifies to the Commission that it is subject to, will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2 ), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 28 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional Gross Receipts and power sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

As provided by 66 Pa. C.S. §2810 (C)(6)(iv), Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

That Verde Energy USA, Inc., the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, §2807 (C), §2807(D)(2), §2809(B) and the standards and billing practices of 52 PA. Code Chapter 56.

That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Bureau of Public Liaison or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.

Thomas Fitzgerald  
Signature of Affiant

Sworn and subscribed before me this 6<sup>th</sup> day of November, 2009

Karen A. Kasperek  
Signature of official administering oath

My commission expires July 31, 2010

KAREN A. KASPAREK  
Notary Public, State of Connecticut  
My Commission Expires July 31, 2010



**AFFIDAVIT**

State of Connecticut:

Norwalk: 68.

County of Fairfield:

Thomas FitzGerald, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He is the President & Chief Executive Officer (Office of Affiant) of Verde Energy USA, Inc. (Name of Applicant);

That he is authorized to and does make this affidavit for said Applicant;

That Verde Energy USA, Inc., the Applicant herein, attests that it will adhere to the reliability protocols of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Department of Public Utility Control, and that it will comply with the operational requirements of the control area(s) within which it provides service.

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

*Thomas FitzGerald*  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 6<sup>th</sup> day of November, 2009  
Month Year

*Karen A. Kasperek*  
\_\_\_\_\_  
Signature of official administering oath

*Karen Kasperek*  
\_\_\_\_\_  
Print Name and Title

**KAREN A. KASPAREK**  
Notary Public, State of Connecticut  
My Commission Expires July 31, 2010

My commission expires July 31, 2010

(For Notary Publics only)

# AFFIDAVIT

State of Connecticut:

Norwalk: ss.

County of Fairfield:

Thomas FitzGerald, Affiant, being duly [sworn/affirmed] according to law, deposee and says that:

He is the President & Chief Executive Officer (Office of Affiant) of Verde Energy USA, Inc. (Name of Applicant);

That he is authorized to and does make this affidavit for said Applicant;

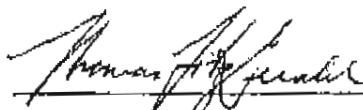
That the Applicant herein Verde Energy USA, Inc. has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa. C.S. § 2809 (B).

That the Applicant herein Verde Energy USA, Inc. has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

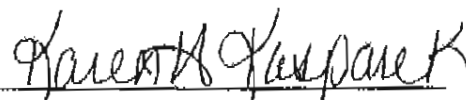
That the Applicant herein Verde Energy USA, Inc. acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein Verde Energy USA, Inc. acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

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

  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 16<sup>th</sup> day of November, 2009

  
\_\_\_\_\_  
Signature of official administering oath

My commission expires July 31, 2010

KAREN A. KASPAREK  
Notary Public, State of Connecticut  
My Commission Expires July 31, 2010





# AFFIDAVIT

State of Connecticut:

Norwalk: ss.

County of Fairfield:

Thomas FitzGerald, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:  
He is the President & Chief Executive Officer (Office of Affiant) of Verde Energy USA, Inc. (Name of Applicant);

That he is authorized to and does make this affidavit for said Applicant;

That Verde Energy USA, Inc., the Applicant herein certifies that it has caused the notice of the filing of its electric generation license application to be published in the following newspapers on

November 6, 2009:

A copy of the notice as it appeared in each of the above newspapers is attached. Noted on each copy is the newspaper section (name, number or letter), if applicable, and the page number on which the notice appeared.

That Verde Energy USA, Inc., the Applicant will submit to the Commission the proof of publication from each newspaper in which notice of the application filing was published as soon as it is available.

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

  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 6<sup>th</sup> day of November 2009

KAREN A. KASPAJEK  
Notary Public, State of Connecticut  
My Commission Expires July 31, 2010

  
\_\_\_\_\_  
Signature of official administering oath

My commission expires July 31, 2010

# Application for Electric Supplier License

## Exhibit 5(A) Proof of Compliance with Department of State

Entry #: 8924340  
Date Filed: 12/22/2009  
Pedro A. Guller  
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU

### Application for Certificate of Authority (15 Pa.C.S.)

- Foreign Business Corporation (§ 4124)  
 Foreign Nonprofit Corporation (§ 6124)

Corporation Service Company  
229004-005 Kxi

Document will be returned to the  
page and address you enter to  
the left.

←

Commonwealth of Pennsylvania  
CERTIFICATE OF AUTHORITY 3 Page(s)

Fee: \$250



T0895747601

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned, hereby states that:

1. The name of the corporation is:  
Verde Energy USA, Inc.

2. Complete only when the corporation must adopt a corporate designator for use in Pennsylvania.  
The name which the corporation adopts for use in this Commonwealth is:

3. If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following:  
The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB-34-311 (Application for Registration of Fictitious Names).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is: Delaware

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

101 Merwin Sevon Corporate Park, Third Floor, Norwalk, CT 06851

Number and street City State Zip

Filings

DEC. 22 PM 4: 25

PHILADELPHIA COUNTY RECORDS DIVISION

# Application for Electric Supplier License

DSCB:15-4124/6124-2

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street                      City                      State                      Zip                      County

(b) Name of Commercial Registered Office Provider                      County  
c/o: Corporation Service Company                      Dauphin

7. Check one of the following:

**Business Corporation:** The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

**Nonprofit Corporation:** The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

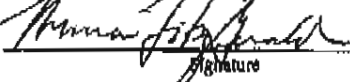
IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for Certificate of Authority to be signed by a duly authorized officer thereof

this 22 day of December,

2009.

Venda Energy USA, Inc.

Name of Corporation



Signature

President & CEO

Title

Application for Electric Supplier License

**Exhibit 5(B)**

Articles of Incorporation and Bylaws

Provide the following: (a) The articles of incorporation filed with the state or jurisdiction in which Applicant is incorporated and any amendments thereto; and (b) Applicant's bylaws and any amendments thereto.

*Delaware*

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "VERDE ENERGY SAVINGS, INC.", CHANGING ITS NAME FROM "VERDE ENERGY SAVINGS, INC." TO "VERDE ENERGY USA, INC.", FILED IN THIS OFFICE ON THE SEVENTH DAY OF JULY, A.D. 2009, AT 4:17 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4660339 8100

090679457

You may verify this certificate online  
at [corp.delaware.gov/subscr.ch02](http://corp.delaware.gov/subscr.ch02)

*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7405171

DATE: 07-07-09

# Application for Electric Supplier License

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:20 PM 07/07/2009  
FILED 04:17 PM 07/07/2009  
SRV 090679457 - 4680239 FILE

CERTIFICATE OF AMENDMENT  
TO  
AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
VERDE ENERGY SAVINGS, INC.

(Under Section 242 of the Delaware General Corporation Law)

The undersigned, being the President and CEO of Verde Energy Savings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows:

1. The present name of the Corporation is Verde Energy Savings, Inc., which is the name under which the Corporation was originally incorporated; the original Certificate of Incorporation of the Corporation was filed in the office of the Secretary of State of the State of Delaware pursuant to the General Corporation Law on May 12, 2009; and an Amended and Restated Certificate of Incorporation of the Corporation was filed in the office of the Secretary of State of the State of Delaware pursuant to the General Corporation Law on June 4, 2009.

2. In accordance with the applicable provisions of Sections 141(f) and 242 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation duly adopted resolutions setting forth a proposed amendment to the Amended and Restated Certificate of Incorporation of the Corporation, declaring said amendment to be advisable. The resolution setting forth the proposed amendment is as follows:

WHEREAS, it is deemed to be in the best interests of the Corporation and its stockholders that Article First of the Corporation's Amended and Restated Certificate of Incorporation be further amended to read in its entirety as set forth below.

NOW, THEREFORE, BE IT RESOLVED, that Article First of the Amended and Restated Certificate of Incorporation of the Corporation be and is hereby amended to read in its entirety as follows:

FIRST: The name of this corporation is Verde Energy USA, Inc. (the "Corporation").

3. The foregoing amendment of the Amended and Restated Certificate of Incorporation was duly adopted by the stockholders of the Corporation, in accordance with the applicable provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

## Application for Electric Supplier License

IN WITNESS WHEREOF, the undersigned, being the President and CEO of the Corporation, does hereby declare and certify that this is the act and deed of the Corporation and the facts stated herein are true, and accordingly has herunto signed this Certificate of Amendment to Amended and Restated Certificate of Incorporation this 7th day of July, 2009.

VERDE ENERGY SAVINGS, INC.

By: /s/ Thomas FitzGerald  
Thomas FitzGerald  
President and CEO

Application for Electric Supplier License

*Delaware*

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "VERDE ENERGY SAVINGS, INC.", FILED IN THIS OFFICE ON THE FOURTH DAY OF JUNE, A.D. 2009, AT 12:41 O'CLOCK P.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4680239 8100

090588290

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7340947

DATE: 06-04-09

# Application for Electric Supplier License

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 12:49 PM 06/04/2009  
FILED 12:41 PM 06/04/2009  
SRV 090588290 - 4680239 FILE

AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
VERDE ENERGY SAVINGS, INC.

(Pursuant to Sections 242 and 245 of the  
General Corporation Law of the State of Delaware)

Verde Energy Savings, Inc., a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"), by its President and Chief Executive Officer, hereby certifies as follows:

1. The name of this corporation is Verde Energy Savings, Inc., and this corporation's Certificate of Incorporation was filed in the office of the Secretary of State of the State of Delaware pursuant to the General Corporation Law on May 12, 2009.

2. This Amended and Restated Certificate of Incorporation restates, integrates and amends the Certificate of Incorporation.

3. This Amended and Restated Certificate of Incorporation was duly adopted by the directors and stockholders of the Corporation in accordance with the applicable provisions of Sections 228, 242 and 245 of the General Corporation Law.

4. This Amended and Restated Certificate of Incorporation restates, integrates and amends the Certificate of Incorporation of this corporation and the text of this corporation's certificate of incorporation is amended and restated in its entirety as follows:

**FIRST:** The name of this corporation is Verde Energy Savings, Inc. (the "Corporation").

**SECOND:** The address, including street, number, city and county, of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808; and the name of the registered agent of the Corporation in the State of Delaware at such address is Corporation Service Company.

**THIRD:** The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

**FOURTH:** The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 2,500,000 shares of Common Stock, \$.001 par value per share ("Common Stock"), and (ii) 537,502 shares of Preferred Stock, \$.001 par value per share ("Preferred Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.



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### A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to the Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the Certificate of Incorporation or pursuant to the General Corporation Law. There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of the Certificate of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law.

### B. PREFERRED STOCK

537,502 shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "Series A Preferred Stock" with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "Sections" or "Subsections" in this Part B of this Article Fourth refer to sections and subsections of Part B of this Article Fourth.

1. Dividends. From and after the date of the issuance of any shares of Series A Preferred Stock (the "Series A Original Issue Date"), dividends at the rate per annum of 8% of the Original Issue Price (as defined below) per share compounded annually shall accrue on such shares of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) (the "Accruing Dividends"). Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative; provided however, that except as set forth in the following sentence of this Section 1 or in Subsections 2.1, such Accruing Dividends shall be payable only when, as, and if declared by the Board of Directors and the Corporation shall be under no obligation to pay such Accruing Dividends. The Corporation shall not declare or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless the Corporation shall first declare or set aside a dividend on each outstanding share of Series A Preferred Stock in an amount at least equal to the greater of the sum of (i) the amount of the aggregate Accruing Dividends then accrued on such share of Series A Preferred Stock and not previously paid and (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series A Preferred Stock as

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would equal the product of (1) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (2) the number of shares of Common Stock issuable upon conversion of a share of Series A Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series A Preferred Stock determined by (1) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (2) multiplying such fraction by an amount equal to the Series A Original Issue Price (as defined below); provided that, if the Corporation declares or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series A Preferred Stock pursuant to this Section 1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series A Preferred Stock dividend. The "Series A Original Issue Price" shall mean \$1.20 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock.

### 2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Preferential Payments to Holders of Series A Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the Series A Original Issue Price, plus any Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon. If upon any such liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.2 Distribution of Remaining Assets. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment of all preferential amounts required to be paid to the holders of shares of Series A Preferred Stock, the remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of the shares of Series A Preferred Stock and Common Stock, pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to Common Stock pursuant to the terms of the Certificate of Incorporation immediately prior to such dissolution, liquidation or winding up of the Corporation. The aggregate amount which a holder of a share of Series A Preferred Stock is

## Application for Electric Supplier License

entitled to receive under Subsections 2.1 and 2.2 is hereinafter referred to as the "Series A Liquidation Amount."

### 2.3 Deemed Liquidation Events.

2.3.1 Definition. Each of the following events shall be considered a "Deemed Liquidation Event" unless the holders of a majority of the outstanding shares of Series A Preferred Stock elect otherwise by written notice sent to the Corporation at least 10 days prior to the effective date of any such event:

- (a) a merger or consolidation in which
  - (i) the Corporation is a constituent party or
  - (ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation (provided that, for the purpose of this Subsection 2.3.1, all shares of Common Stock issuable upon exercise of Options (as defined below) outstanding immediately prior to such merger or consolidation or upon conversion of Convertible Securities (as defined below) outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged). "Option" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities. "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options; or

(b) the sale, lease, transfer, or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, or other disposition is to a wholly owned subsidiary of the Corporation or to a person or entity affiliated with the Corporation.

### 2.3.2 Effecting a Deemed Liquidation Event.

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(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 2.3.1(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the "Merger Agreement") provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 and 2.2.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 2.3.1(a)(ii) or 2.3.1(b), if the Corporation does not effect a dissolution of the Corporation under the General Corporation Law within 90 days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Series A Preferred Stock no later than the 90th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Series A Preferred Stock, and (ii) if the holders of a majority of the then outstanding shares of Series A Preferred Stock so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its stockholders (the "Available Proceeds"), to the extent legally available therefor, on the 150th day after such Deemed Liquidation Event (the "Redemption Date"), to redeem all outstanding shares of Series A Preferred Stock at a price per share equal to the Series A Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Series A Preferred Stock, the Corporation shall redeem a pro rata portion of each holder's shares of Series A Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. Prior to the distribution or redemption provided for in this Subsection 2.3.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business.

(c) On or before the Redemption Date, each holder of shares of Series A Preferred Stock to be redeemed on the Redemption Date, unless such holder has exercised his, her or its right to convert such shares as provided in Section 4, shall surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the redemption notice, and thereupon the redemption price for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof.

(d) If on the applicable Redemption Date the redemption price payable upon redemption of the shares of Series A Preferred Stock to be redeemed on such

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Redemption Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that the certificates evidencing any of the shares of Series A Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Series A Preferred Stock shall cease to accrue after such Redemption Date and all rights with respect to such shares shall forthwith after the Redemption Date terminate, except only the right of the holders to receive the redemption price without interest upon surrender of their certificate or certificates therefor.

2.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation.

### 3. Voting.

3.1 General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Series A Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series A Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the other provisions of the Certificate of Incorporation, holders of Series A Preferred Stock shall vote together with the holders of Common Stock as a single class.

3.2 Election of Directors. The holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect one (1) director of the Corporation (the "Series A Director") and the holders of record of the shares of Common Stock, exclusively and as a separate class, shall be entitled to elect the balance of the total number of directors of the Corporation (for clarification, the Series A Preferred Stock will not vote together with the Common Stock on an as-converted basis for this purpose). Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Series A Preferred Stock or Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first sentence of this Subsection 3.2, then any directorship not so filled shall remain vacant until such time as the holders of the Series A Preferred Stock or Common Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by the stockholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a

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quorum for the purpose of electing such director. Except as otherwise provided in this Subsection 3.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 3.2.

#### 4. Optional Conversion.

The holders of the Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

##### 4.1 Right to Convert.

4.1.1 Conversion Ratio. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Series A Original Issue Price by the Series A Conversion Price (as defined below) in effect at the time of conversion. The "Series A Conversion Price" shall initially be equal to \$1.20. Such initial Series A Conversion Price, and the rate at which shares of Series A Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

4.1.2 Termination of Conversion Rights. In the event of a liquidation, dissolution or winding up of the Corporation or a Deemed Liquidation Event, the Conversion Rights shall terminate at the close of business on the last full day preceding the date fixed for the payment of any such amounts distributable on such event to the holders of Series A Preferred Stock.

4.2 Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of the Series A Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of a share of Common Stock as determined in good faith by the Board of Directors of the Corporation. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series A Preferred Stock the holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

##### 4.3 Mechanics of Conversion.

4.3.1 Notice of Conversion. In order for a holder of Series A Preferred Stock to voluntarily convert shares of Series A Preferred Stock into shares of Common Stock, such holder shall surrender the certificate or certificates for such shares of Series A Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Series A Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), together with written notice that such holder elects to convert all or

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any number of the shares of the Series A Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the "Conversion Time"), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the Conversion Time, (i) issue and deliver to such holder of Series A Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof and a certificate for the number (if any) of the shares of Series A Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, (ii) pay in cash such amount as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion, (iii) pay all declared but unpaid dividends on the shares of Series A Preferred Stock converted, and (iv) pay all accrued but undeclared dividends on the shares of Series A Preferred Stock converted, which will be paid at the Corporation's option in cash or Common Stock, valued at the fair market value thereof as determined by the Board of Directors.

4.3.2 Reservation of Shares. The Corporation shall at all times when the Series A Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Series A Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite stockholder approval of any necessary amendment to the Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Series A Conversion Price below the then par value of the shares of Common Stock issuable upon conversion of the Series A Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Series A Conversion Price.

4.3.3 Effect of Conversion. All shares of Series A Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor, to receive payment in lieu of any fraction of a share otherwise issuable upon such conversion as provided in Subsection 4.2 and to receive payment of any dividends as provided in Subsection 4.3.1. Any shares of Series A Preferred Stock so converted

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shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Series A Preferred Stock accordingly.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Series A Conversion Price shall be made for any declared but unpaid dividends on the Series A Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

4.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock upon conversion of shares of Series A Preferred Stock pursuant to this Section 4. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Series A Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.4 Adjustments to Series A Conversion Price for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the Series A Original Issue Date effect a subdivision of the outstanding Common Stock, the Series A Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Series A Original Issue Date combine the outstanding shares of Common Stock, the Series A Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

4.5 Adjustment to Series A Conversion Price for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Series A Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Series A Conversion Price then in effect by a fraction:

- (1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and



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- (2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (a) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Series A Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of Series A Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event.

4.6 Adjustments to Series A Conversion Price for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Series A Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of Series A Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event.

4.7 Adjustment to Series A Conversion Price for Merger or Reorganization, etc. Subject to the provisions of Subsection 2.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Series A Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 4.5 or 4.6), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series A Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Series A Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Series A Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Series A Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in

## Application for Electric Supplier License

relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred Stock.

4.8 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 30 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Series A Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Series A Preferred Stock (but in any event not later than 30 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Series A Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Series A Preferred Stock.

4.9 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Series A Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Series A Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Series A Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up, and the amount per share and character of such exchange applicable to the Series A Preferred Stock and the Common Stock. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

## Application for Electric Supplier License

### 5. Mandatory Conversion.

5.1 Trigger Events. Upon either (a) the closing of the sale of shares of Common Stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the holders of a majority of the then outstanding shares of Series A Preferred Stock (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "Mandatory Conversion Time"), (i) all outstanding shares of Series A Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate and (ii) such shares may not be reissued by the Corporation.

5.2 Procedural Requirements. All holders of record of shares of Series A Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such shares of Series A Preferred Stock pursuant to this Section 5. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each holder of shares of Series A Preferred Stock shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Series A Preferred Stock converted pursuant to Section 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender the certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of their certificate or certificates (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 5.2. As soon as practicable after the Mandatory Conversion Time and the surrender of the certificate or certificates (or lost certificate affidavit and agreement) for Series A Preferred Stock, the Corporation shall issue and deliver to such holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, together with cash as provided in Subsection 4.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any dividends on the shares of Series A Preferred Stock converted as provided in Subsection 4.3.1. Such converted Series A Preferred Stock shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of shares of Series A Preferred Stock accordingly.

6. Waiver. Any of the rights, powers, preferences and other terms of the Series A Preferred Stock set forth herein may be waived on behalf of all holders of Series A Preferred Stock by the affirmative written consent or vote of the holders of a majority of the shares of Series A Preferred Stock then outstanding.

## Application for Electric Supplier License

7. Notices. Any notice required or permitted by the provisions of this Article Fourth to be given to a holder of shares of Series A Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

**FIFTH:** Subject to any additional vote required by the Certificate of Incorporation or Bylaws, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend and rescind any or all of the Bylaws of the Corporation.

**SIXTH:** Subject to any additional vote required by the Certificate of Incorporation, the number of directors of the Corporation shall be determined in the manner set forth in the Bylaws of the Corporation.

**SEVENTH:** Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

**EIGHTH:** Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

**NINTH:** To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the General Corporation Law or any other law of the State of Delaware is amended after approval by the stockholders of this Article Ninth to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law as so amended.

Any repeal or modification of the foregoing provisions of this Article Ninth by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

**TENTH:** The following indemnification provisions shall apply to the persons enumerated below.

1. Right to Indemnification of Directors and Officers. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "Indemnified Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another

## Application for Electric Supplier License

corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Article Tenth, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. The Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Article Tenth or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Article Tenth is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorney's fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Article Tenth shall not be exclusive of any other rights which such person may have or hereafter acquire

## Application for Electric Supplier License

under any statute, provision of the Certificate of Incorporation, the Bylaws of the Corporation, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Article Tenth; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Article Tenth.

9. Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

**ELEVENTH:** The Corporation reserves the right to amend, alter, change or repeal any provision contained in the Certificate of Incorporation, in the manner now or hereinafter prescribed by law, and all rights conferred on stockholders herein are granted subject to this reservation.

**TWELFTH:** The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law.

**IN WITNESS WHEREOF,** this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 3rd day of June, 2009.

VERDE ENERGY SAVINGS, INC.

By: /s/ Thomas FitzGerald  
Thomas FitzGerald  
President and CEO

Application for Electric Supplier License

*Delaware*

PAGE 1

*The First State*

I, JEFFREY W. BOLLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "VERDE ENERGY SAVINGS, INC.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF MAY, A.D. 2009, AT 4:24 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



4590239 8100

090462896

You may verify this certificate online  
at [corp.delaware.gov/business.html](http://corp.delaware.gov/business.html)

  
JEFFREY W. BOLLOCK, Secretary of State  
AUTHENTICATION: 7297658

DATE: 05-12-09

# Application for Electric Supplier License

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:49 PM 05/23/2009  
Filing 04:24 PM 05/23/2009  
PAY 030482936 - 4580235 FEE

## CERTIFICATE OF INCORPORATION

OF

VERDE ENERGY SAVINGS, INC.

### ARTICLE ONE

The name of the corporation (hereinafter called the "Corporation") is Verde Energy Savings, Inc.

### ARTICLE TWO

The address, including street, number, city and county, of the registered office of the Corporation in the State of Delaware is 2711 Crossville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808; and the name of the registered agent of the Corporation in the State of Delaware at such address is Corporation Service Company.

### ARTICLE THREE

The nature of the business and the purposes to be conducted and promoted by the Corporation are to conduct any lawful business, to promote any lawful purpose and to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

### ARTICLE FOUR

The Corporation shall have authority, to be exercised by the Board of Directors, to issue 2,000,000 shares of Common Stock, par value \$0.01 per share. The number of authorized shares of any class or classes of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote irrespective of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

### ARTICLE FIVE

The business, property and affairs of the Corporation shall be managed by the Board of Directors. The number of Directors which shall constitute the whole Board of Directors of the Corporation shall be determined pursuant to the By-Laws of the Corporation as provided therein.

### ARTICLE SIX

Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws of the Corporation. Elections of Directors need not be by written



## Application for Electric Supplier License

shall except and to the extent provided in the By-Laws of the Corporation.

### ARTICLE SEVEN

In furtherance and not in limitation of the powers conferred by law, the Board of Directors is expressly authorized and empowered to adopt, amend, alter and repeal the By-Laws of the Corporation at any regular or special meeting of the Board of Directors or by written consent, subject to the power of the stockholders of the Corporation to adopt, amend, alter or repeal any By-Law.

### ARTICLE EIGHT

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereinafter prescribed by law, and all rights conferred on stockholders herein are granted subject to this reservation.

### ARTICLE NINE

Each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action or suit by or in the right of the Corporation to procure a judgment in its favor) by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation, if, as and to the full extent permitted or authorized by applicable law as it exists or may hereafter be amended, against expenses (including attorney's fees and disbursements), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding. The indemnification and advancement of expenses expressly provided by, or granted pursuant to, this Article Nine shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under applicable law, any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. The Corporation may, but shall not be obligated to, maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of the Corporation against any such expense, liability, or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability, or loss under applicable law. Neither amendment nor repeal of this Article Nine nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article Nine shall eliminate or reduce the effect of this Article Nine in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article Nine, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

## Application for Electric Supplier License

### ARTICLE TEN

No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty by such director as a director, except (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, or (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, or (iii) for any matter in respect of which such director shall be liable under Section 174 of Title 8 of the General Corporation Law of the State of Delaware or any amendment or successor provision thereto, or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the full extent permitted by the General Corporation Law of the State of Delaware, as so amended. Neither amendment nor repeal of this Article Ten nor the adoption of any provision of the Certificate of Incorporation inconsistent with this Article Ten shall eliminate or reduce the effect of this Article Ten in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article Ten, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

### ARTICLE ELEVEN

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on the Corporation.

### ARTICLE TWELVE

The name and mailing address of the incorporator is Stephen J. Gelsater, 68 Warren Glen, Burlington, Connecticut 06013.

## Application for Electric Supplier License

### ARTICLE THIRTEEN

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make, file and record this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 12th day of May, 2009.

**/s/ Stephen J. Geissler**  
Stephen J. Geissler  
Incorporator

# Application for Electric Supplier License

## **Exhibit 17** **Standard Service Contract**

**Residential Service Contract for the Purchase of Electric Power and Enrollment Form**  
**Toll Free – 1-800-388-3862**  
**Switch your Electric Provider in Connection with VERDE ENERGY USA, INC.**

This agreement authorizes Verde Energy USA, Inc. to change your electric supplier in territories of PPL. This change should result in the lowering of your monthly electric bill.

- 1) **Price:** Customer will receive electricity from Verde Energy USA, Inc. ("VERDE") at a monthly variable generation rate. VERDE customers agree and understand that the rate may fluctuate with month to month market conditions. Please see website for current rates and updates.
- 2) **Term:** This electricity supply agreement will start after VERDE provides confirmation to the customer's local distribution company and they initiate the change. Customers will be responsible for the cancellation of any existing supplier agreement, VERDE customers may cancel this agreement at any time for any reason. The cancellation will become effective when the customer's new supplier completes the change.
- 3) **Cancellation:** Residential customers may cancel at any time for any reason. The cancellation will become effective when the customer's new supplier or CL&P or UI completes the change. Cancellation will not relieve the customer of any payment obligations for service.
- 4) **Billing:** Customer will continue to receive one monthly electric bill processed and provided by PPL. Payment is due to PPL in accordance with their standard billing practices. In the event of a customer's bankruptcy, late payment or nonpayment, VERDE ENERGY USA, INC. has the right to terminate this agreement.
- 5) **Emergency:** In the event of an emergency such as a power failure or a downed power line, customer should call their local distribution company, PPL XXX.XXX.XXXX.
- 6) **Customer Relocation:** If a customer moves to a new address within our current service territory, this agreement will continue to the new location. VERDE may modify, reassign or terminate this agreement at any time for any reason.
- 7) **Changes to Contract:** VERDE may at any time, modify, reassign or withdraw this agreement with thirty (30) days written notice if there are adverse changes in the laws, rules or market conditions affecting VERDE's ability to perform hereunder.
- 8) **Security Deposit:** VERDE does not require a security deposit from its customers. If the customer has paid a deposit to his/her current supplier it is the customer's responsibility to request a refund of his/her deposit for their current supplier.

### Enrollment Information

Customer Name:		
Mailing Address:		
Utility Account :		
Current Utility Distributor:	Name Key:	
Phone #:		E-Mail:

By signing below, I (customer) authorize the switch from my current electrical supplier to Verde Energy USA, Inc.  
**ACCEPTANCE OF RATES & TERMS:** The above prices, terms and conditions are hereby unconditionally accepted. Verde Energy USA, Inc. is authorized to switch my utility supplier for the generation service charge. I (customer) will notify and or cancel any previous agreement I may have in place with any other supplier, if applicable.

Acceptance:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
SIGNATURE

# Application for Electric Supplier License

## **Exhibit 17**

### **Standard Service Contract**

Commercial Service Contract for the Purchase of Electric Power and Enrollment Form

Toll Free – 1-800-388-3862

Switch your Electric Provider in Connection with VERDE ENERGY USA, INC.

This agreement authorizes Verde Energy USA, Inc. to change your electric supplier in territories of Connecticut Light & Power or United Illuminating (CL&P or UI). This change should result in the lowering of your monthly electric bill.

- 1) **Price:** Customer will receive electricity from Verde Energy USA, Inc. ("VERDE") at a monthly variable generation rate. VERDE customers agree and understand that the rate may fluctuate with month to month market conditions. Please see website for current rates and updates.
- 2) **Term:** This electricity supply agreement will start after VERDE provides confirmation to the customer's local distribution company and they initiate the change. Customers will be responsible for the cancellation of any existing supplier agreement. VERDE customers may cancel this agreement at any time for any reason. The cancellation will become effective when the customer's new supplier completes the change.
- 3) **Cancellation:** Commercial customers may cancel at any time for any reason. The cancellation will become effective when the customer's new supplier or PPL the change. Cancellation will not relieve the customer of any payment obligations for service.
- 4) **Billing:** Customer will continue to receive one monthly electric bill processed and provided by PPL. Payment is due to PPL in accordance with their standard billing practices. In the event of a customer's bankruptcy, late payment or nonpayment, VERDE ENERGY USA, INC. has the right to terminate this agreement.
- 5) **Emergency:** In the event of an emergency such as a power failure or a downed power line, customer should call their local distribution company, PPL XXX.XXX.XXXX.
- 6) **Customer Relocation:** If a customer moves to a new address within our current service territory, this agreement will continue to the new location. VERDE may modify, reassign or terminate this agreement at any time for any reason.
- 7) **Changes to Contract:** VERDE may at any time, modify, reassign or withdraw this agreement with thirty (30) days written notice if there are adverse changes in the laws, rules or market conditions affecting VERDE's ability to perform hereunder.
- 8) **Security Deposit:** VERDE does not require a security deposit from its customers. If the customer has paid a deposit to his/her current supplier it is the customer's responsibility to request a refund of his/her deposit for their current supplier.

#### **Enrollment Information**

Customer Name:		
Mailing Address:		
Utility Account :		
Current Utility Distributor:	Name Key:	
Phone #:		E-Mail:

By signing below, I (customer) authorize the switch from my current electrical supplier to Verde Energy USA, Inc.

**ACCEPTANCE OF RATES & TERMS:** The above prices, terms and conditions are hereby unconditionally accepted. Verde Energy USA, Inc. is authorized to switch my utility supplier for the generation service charge. I (customer) will notify and or cancel any previous agreement I may have in place with any other supplier, if applicable.

Acceptance:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

# **Application for Electric Supplier License**

Exhibit 17

## **Customer Service Disclosure Statement**

Toll Free – 1-800-388-3862

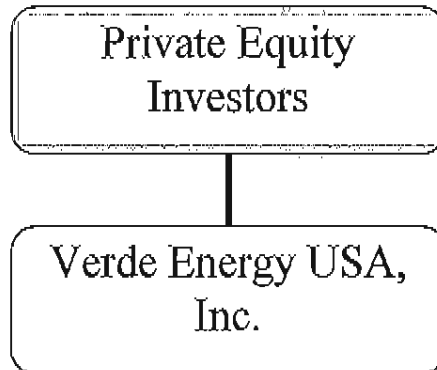
The following Terms and Conditions apply once a customer submits his/her application to transfer their power generation to Verde Energy USA, Inc. ("VERDE").

1. **Security Deposit:** VERDE does not require a security deposit from its customers. If the customer has paid a security deposit to its current provider, the customer may be entitled to a refund of that deposit. The customer should deal directly with its current provider regarding a refund of the security deposit.
2. **Complaint Procedure:** Your electric bill will continue to be comprised of two elements, generation and delivery. If you have a question or problem regarding the generation portion of your bill, i.e. the amount of the electricity you are being charged for you should contact VERDE at 1-800-388-3862 from 9:00 a.m. to 5:00 p.m. Monday through Friday. If you have any other type of billing issue please call either PPL or whoever is your delivery provider. If you have a problem with transfer of your service to or from Verde, please contact us at the phone number above during normal business hours.
3. **Cancellation of your Service:** Residential and commercial customers may cancel at any time for any reason. The cancellation will become effective when the customer's new supplier completes the change. Cancellation will not relieve the customer of any payment obligations for service.
4. **Customers Rights:** You have the right to dispute a termination of service for non-payment. Between November 1<sup>st</sup> and April 15<sup>th</sup> you may have your service continued if you qualify for hardship status, have serious illness or life threatening condition.
5. **Billing Errors:** VERDE reserves the right to bill or hold its customers financially liable for any services provided but uncollected due to a billing error only if VERDE discovers the error within one (1) year. In the event that it becomes necessary to take such corrective action for billing errors, VERDE will provide each affected customer with a payment plan which prorates the uncollected amount over a period of twelve (12) months and no payment charged under such plan shall exceed 50% of the average of the customer's bills for the previous twelve (12) months.
6. **Privacy Policy:** VERDE does not sell or rent customer information. VERDE does not disclose nonpublic personal information about its customers to non-affiliated third parties or to affiliated entities except as permitted or required by law.

**Application for Electric Supplier License**

**Exhibit 19 A**  
**Corporate Structure**

Provide a chart or any similar graphical depiction of Applicant's entire corporate structure to clearly show: (a) the names of all Applicant's affiliates; (b) the relationship between all the affiliates; and (c) the names of all holding companies affiliated with Applicant.



# Application for Electric Supplier License

## Exhibit 19 A Credit Information

Provide evidence of Applicant's credit rating or information, such as a Dun and Bradstreet Credit Report or other similar independent financial service report(s).

D&B:

Page 1 of 3

 Dun & Bradstreet

Print this Report

### **D&B Business Information Report: VERDE ENERGY SAVINGS INC.**

Report Printed: JUN 02 2009

\*\*\*\*\* BUSINESS SUMMARY \*\*\*\*\*

VERDE ENERGY SAVINGS INC.  
101 Marritt 7 Corporate Park  
Norwalk, CT 06851

This is a single location.

D-U-N-S-BAD® Number: 83-060-7892

Telephone: 203 947-5561

D&B Rating: DS

Manager: THOMAS FITZGERALD,  
CEO

Year started: 2009

Employs: 10

SIC: 5722

\*\*\*\*\* SUMMARY ANALYSIS \*\*\*\*\*

D&B Rating: DS

The DS rating indicates that the information available does not permit D&B to classify the company within our rating key.

A Summary Analysis is not available at this time.

\*\*\*\*\* INVESTIGATIVE SERVICES \*\*\*\*\*



Application for Electric Supplier License

D&B :

Page 2 of 3

\*\*\*\*\* CUSTOMER SERVICE \*\*\*\*\*

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\*\*\*\*\* HISTORY \*\*\*\*\*

The following information was reported 06/01/2009:

Management: THOMAS FITZGERALD, CEO

Business started 2009.

\*\*\*\*\* OPERATIONS \*\*\*\*\*

06/01/2009

Employees: 10.

\*\*\*\*\* SIC & NAICS \*\*\*\*\*

SIC: Based on information in our file, NAICS: D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations than if we use the standard 4-digit code. 443111 Household Appliance Stores

57220200 Electric household appliances

\*\*\*\*\* PAYMENT SUMMARY \*\*\*\*\*

D&B has not received a sufficient sample of payment experiences to establish a PAYDEX score.

D&B receives over 600 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received. At this time, none of those experiences relate to this company.

## Application for Electric Supplier License

### Exhibit 20

#### Identify the Applicant's officers directly responsible of operations, including names and their professional resumes:

Name: Thomas FitzGerald  
Position: President & CEO  
Business Address: 101 Merritt Seven Corporate Park  
Third Floor  
Norwalk, CT 06851  
Business Phone: 203-849-6083

Name: Lance Lundberg  
Position: Chairman  
Business Address: 101 Merritt Seven Corporate Park  
Third Floor  
Norwalk, CT 06851  
Business Phone: 203-849-6083

Name: Anthony Menchaca  
Position: Chief Marketing Officer  
Business Address: 101 Merritt Seven Corporate Park  
Third Floor  
Norwalk, CT 06851  
Business Phone: 203-849-6083

Messrs. FitzGerald, Lundberg, and Menchaca have over 25 years of investment, business and executive experience in various industries. The Company is a licensed electrical supplier in the State of Connecticut (Docket Number 09-06-08); licensed by FERC (Docket Number ER09-1423); and a member of ISO NE | NEPOOL (Participant Number 51254). In addition to the substantial general business background of its officers (see attached resumes), the Company is advised by leading strategic and legal advisors with substantial experience in the energy industry. For example, the Company has retained the legal services of Stephen J. Humes, Esq. of McCarter & English, who has been advising competitive electric and natural gas companies for more than 15 years. With the assistance from these advisors, the Company has available to it all of the information relevant to the substantial laws, regulation and decisions applicable to electric suppliers and the competitive energy markets throughout the Northeast.

The Company plans on meeting the expected 12 month electric generation load by purchasing energy and related services through contract with established generation suppliers and traders participating in the various wholesale markets and selective spot market purchases. Verde has started the process of securing wholesale supply agreements with established power marketers and trading companies. The company's funding and credit will allow it to negotiate favorable

## Application for Electric Supplier License

contracts that will keep the cost of purchased power competitive. Verde is has retained Customized Energy Solutions to provide procurement support and assist the company supervise and manage short and long term wholesale procurement and supply obligations.

In addition, Verde has contracted with ECInfosystems, Inc. ("EC"), a billing and electronic data interchange ("EDI") services company location in Garden City, New York, to manage all wholesale business systems processes. EC is experienced and reputable EDI and outsourcing billing Services Company having over 300 commercial clients across the United States, Canada, Mexico and Europe. Verde has arranged for EC to provide outsourced EDI transaction management services through its EC-Central (online portal for Transaction Entry), True Track (Free Tracking Portal) and Utilibill technology solutions. Among other services, EC will provide "back office" support for account assignments, payments, customer enrollments, tracking current and historical usage, and remittance advice.

Resumes of the above mentioned officers follow:

# Application for Electric Supplier License

## Thomas F. FitzGerald

17 Equestrian Ridge, Newtown, CT 04670 • 203.947.5561 • [tfitzgerald@goodcap.com](mailto:tfitzgerald@goodcap.com)

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### EXECUTIVE PROFILE

Highly successful senior financial executive with start up, investment banking, and operating experience in multiple industries and internationally. A high-energy impact player with an outstanding history leading businesses and finance functions leading to improved performance and financial targets.

#### *Selected Achievements*

- At Goodrich Capital, from 2005-present as Managing Director co-led efforts with CEO to restructure firm and implement focused business model resulting in a 10x increase in closed transaction dollar volume (\$270M) in 2007.
- At Accrete Partners, from 2003-present co-founded financial and advisory venture and successfully developed and built client base through personal network. Successfully merged Accrete with Goodrich Capital LLC in an effort to expand services offered to its client's base.
- At Home-Link Services, Inc., as CFO from 2002 to 2003, recruited by private equity investors to spearhead late stage turnaround of this distressed company and evaluate strategic alternatives which ultimately lead to the sale of the company's assets.
- At BrandDirect Marketing, Inc., as CFO from 1999 to 2002, created and led successful turnaround of the company, which resulted in revenue growth of 42% (\$30 million) and improved net income by more than \$63 million in 2001.
- At Engelhard Corporation, as Director of Corporate Audit from 1998 to 1999, led efforts to realign audit and security function of this \$6.0B company. Introduced and implemented best practices; conducted more than 60 first-time operational and financial audits resulting in more than 400 recommendations that improved corporate governance and internal controls.
- At The Dun & Bradstreet Corporation, from 1985 to 1996 gained international business experience through mentored finance career and promotions with increasing responsibilities across multiple industries and business environments, including Vice President, Financial Planning & Control and Director, Business Reengineering with ACNielsen International, Audit Manager with D&B Corporate and Senior Accountant with Reuben H. Donnelly.

#### *Areas of Expertise and Strength*

Financing / Capital Raising / IPOs \* Financial Reporting \* International Financial Reporting \* Mergers / Acquisitions / Divestitures \* Internal Controls / Business Risk Assessment \* Turnaround / Crisis Management \* Management Information & Accounting Systems \* Corporate Governance \* Strategic Planning & Implementation \* Auditing and Fraud Investigation

### 20 YEAR EXECUTIVE EXPERIENCE

Goodrich Capital LLC / Accrete Partners, New York, NY  
(Corporate and Financial Advisory Firm)

Managing Director - Goodrich Capital LLC

8/05 - Present

Managing Director working with a group of experienced business and investment banking professionals who evaluate, analyze and execute equity financings, including follow-on offerings, private placements, advisory assignments and merger and acquisition transactions, focused on private and public middle market companies.

- Co-led efforts with CEO to restructure firm and implement focused business model that resulted in a 10x increase in closed transaction dollar volume (\$270M) in 2007.
- Oversee the firm's financial activities to support various complex transactions including, LBO, MBO, private placements, merger and debt financings.
- Oversee the firm's industry research efforts in soliciting and engaging clients and subsequently executing engaged transactions.

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Accountant with Reuben H. Donnelly. Key assignments and accomplishments included:

# Application for Electric Supplier License

## Thomas F. FitzGerald

17 Equestrian Ridge, Newtown, CT 04670 • 203.947.5561 • tfitzgerald@goodcap.com

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ACNielsen Corporation, Stamford, CT

10/96 - 7/97

(NYSE-traded market and consumer research company with \$1.4 billion in annual sales in 70 countries. Spun off from The Dun & Bradstreet Corporation via IPO in 10/96)

**Director - Budgets and Financial Analysis**

Led financial planning and analysis function and in support of the company's IPO and turnaround strategies. Developed global financial and management reporting strategy and implementation of key financial projects for more than 200 reporting entities in 70 countries.

- Prepared historical and pro-forma statements that supported IPO and turnaround strategies, as well as SEC filings, road show presentations, external communications and press releases.
- Repatriated more than \$30 million in cash; significantly reduced pre-IPO effective tax rate and secured a 3-year \$125 million senior revolving credit facility.
- Designed and implemented multi-currency financial and management reporting for consolidating and reporting financial results in accordance with US GAAP for more than 200 reporting entities in 70 countries.

ACNielsen International, Waterloo, Belgium

4/93 - 10/96

**Vice President, Financial Planning and Control**

Responsible for financial and management reporting, accounting controls, coordination of corporate treasury and tax planning activities, business planning and analysis and capital budgeting for European, Asian and Latin American divisions. Led and mentored 15 multilingual finance professionals; designed and implemented multi-currency financial and management reporting system for reporting financial results in accordance US GAAP for more than 180 reporting entities in 65 countries; and conducted due diligence and financial integration of 13 acquisitions resulting in incremental \$300 million annual revenue.

**Finance Director**

Coordinated comprehensive business re-engineering project with McKinsey & Company resulting in the identification and implementation of more than 100 projects with annual cost saving totaling over \$60 million.

The Dun & Bradstreet Corporation, New York, NY

6/87 - 4/93

**Audit Manager, Corporate Audit**

Directed and led multiple global assignments with audit teams comprised of 2-25 individuals. Conducted and managed more than 100 audits in 35 countries that resulted in over 1,500 recommendations that strengthened internal controls; ensured the accuracy of financial statements; and improved efficiency of operations.

Reuben H. Donnelly, Chicago, IL

6/85 - 6/87

**Senior Accounting Manager**

### EDUCATION

BBA degree, May 1985, Loyola University Chicago

# Application for Electric Supplier License

Tony Menchaca  
7 Meadowview Drive South  
Westport, CT 06880

## Work Experience

1. Angel Investor and advisor: 2000 to Present
  - Led angel round investment in four start-up companies in 2000 and 2001. Ran one of the four companies, Media Space Solutions (MSS), for 18 months during initial start up and continue to serve in an active role as Chairman. MSS has grown to over \$50mm in annual revenues and has been profitable since 2002. Two of the startups were sold to strategic buyers in 2002 and 2003, and one to a financial buyer in 2003.
  - Managing Director at Main Street Direct from 2003 to 2007. Assisted two founders with overall management of \$30mm+ revenue direct marketing company.
  - Board member and/or advisor to two CT based companies since 2006. TnT Expense Management provides IT outsourcing and Clarus Marketing Group operates several consumer services businesses. Assist CEO of each company with monthly review of business performance and development of growth strategies.
2. Cendant Corporation: 1985 to 1999 (served as consultant into 2001)
  - Hired as Director of Operations, developed the company's internal operations and call centers which eventually totaled 12 centers with over 3,000 employees. Direct management responsibility for approximately half of overall operations thru 1988.
  - From 1988 thru 1997 served as President of several business units including the sixth largest U.S. consumer travel company with over \$400mm in annual bookings.
  - In 1997 was appointed Executive VP over all of the direct marketing business units with total annual revenues in excess of \$1 billion.
  - Served as Vice Chairman over all the prior CUC companies from 1998 thru 1999.
3. General Motors Corporation: 1974 to 1985
  - Co-op student at Buick Motor Division from 1974 thru graduation in June 1979. Work experience primarily focused on manufacturing management, served as assembly line foreman during junior and senior years.
  - Returned to GM at Treasurers Office in New York after graduation from Stanford as an operations planning analyst and manager.

## Education and Personal

1. BS Industrial Management 1979, General Motors Institute, Flint MI  
MBA Stanford University 1981, Palo Alto CA
2. Married with 3 boys. Active in Westport, CT community and several non-profits

## Application for Electric Supplier License

Lance Lundberg has an impressive track record in starting and building successful businesses. Mr. Lundberg was the founder and Chairman of Icon International, a \$400 million per year global corporate trading firm engaged in the business of helping corporations restructure sub-par assets. Mr. Lundberg founded Icon in 1986 and built the business into one of the largest and most respected trading firms; twice featured on the Inc Magazine 500 list. More than half of Icon's business has been in corporate real estate assets in the US and abroad. Mr. Lundberg sold Icon in 2002 to the Omnicom Group (OMC-NYSE), a publicly traded media holding company with 2003 revenues of \$8.6 billion.

As the founder and Chairman of iSolve Incorporated, Mr. Lundberg was instrumental in providing strategic direction for a start-up internet company and securing initial and secondary funding totaling \$40 million from investors such as Technology Crossover Ventures, Whitney & Co., Canaan Partners, ITOCHU and others. He assembled a senior management team that created the first full-service B2B e-commerce marketplace for managing surplus inventory and excess assets, using corporate barter as a settlement option to help companies reduce their SG&A expense. In less than six months, iSolve grew to 80 employees and \$350 million in site listings.

Prior to forming Icon, Mr. Lundberg was a consultant with Booz, Allen & Hamilton, specializing in manufacturing operations.

He was named 1991 Entrepreneur of the Year for the Greater New York Metropolitan area by Ernst & Young, Inc Magazine and Merrill Lynch and was subsequently a judge for the competition for six years. He currently serves on a number of corporate and philanthropic boards, such as Triad Media Services and JHW Greentree Capital, L.P. Triad invests media time and space in return for equity participation in growth companies. He also sits on the Investment Committee of Greentree Capital, a \$165 million SBIC affiliated with Whitney & Company.

He is a summa cum laude graduate of Yale University and received an MBA from Harvard University. He is a member of YPO.

Mr. Lundberg brings a wealth of real estate experience and contacts in both the US and International real estate capital communities. He is primarily involved in raising capital for the Prospect funds and is a member of the investment committee.



EG 196232868 US

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Date Accepted 1/5/10	Scheduled Date of Delivery 1/6/10	Return Receipt Fee \$
Mo. Day Year 1/5/10	Scheduled Time of Delivery <input type="checkbox"/> Noon <input checked="" type="checkbox"/> 3 PM	COD Fee \$
Time Accepted 12:32	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight lbs. 10.8	Int'l Alpha Country Code	Total Postage & Fees \$ 1830
		Acceptance Emp. Initials AM

FROM: (PLEASE PRINT) PHONE 803 577-5561

Verde Energy USA Inc.  
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Norwalk, CT 06851

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Delivery Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		

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Federal Agency Acct. No. or Postal Service Acct. No. \_\_\_\_\_

NO DELIVERY  Weekend  Holiday  Mailer Signature

TO: (PLEASE PRINT) PHONE ( )

John P. Litz  
UGI Utilities, Inc. KYec. Div.  
400 Stewart Rd.  
PO Box 3200 Hanover Industrial  
Wilkes-Barre PA

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)  
1 8 7 7 3 + 3 2 0 0

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EG 196232871 US

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Date Accepted 1/5/10	Scheduled Date of Delivery 1/6/10	Return Receipt Fee \$
Mo. Day Year 1/5/10	Scheduled Time of Delivery <input type="checkbox"/> Noon <input checked="" type="checkbox"/> 3 PM	COD Fee \$
Time Accepted 12:33	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight lbs. 10.6	Int'l Alpha Country Code	Total Postage & Fees \$ 1830
		Acceptance Emp. Initials JP

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Mo. Day		
Delivery Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		

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Federal Agency Acct. No. or Postal Service Acct. No. \_\_\_\_\_

NO DELIVERY  Weekend  Holiday  Mailer Signature

TO: (PLEASE PRINT) PHONE ( )

Carlo Ciabattini  
PECO ENERGY  
2301 Market Street  
Philadelphia, PA

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1 9 1 0 1 + 8 6 9 9

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Date Accepted 1/5/10	Scheduled Date of Delivery Month 1 Day 10	Return Receipt Fee \$
No. 1233	Scheduled Time of Delivery Morning <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM <input type="checkbox"/>	COD Fee \$
Time Accepted 1233 PM	Military <input type="checkbox"/>	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight	2nd Day <input type="checkbox"/> 3rd Day <input type="checkbox"/>	Total Postage & Fees \$ 1830
lbs. 10.8	Int'l Alpha Country Code	Acceptance Emp. Initials JAC

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Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
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Mo. Day			

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**NO DELIVERY**  
Weekend  Holiday  Mailer Signature \_\_\_\_\_

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Verve Energy USA, Inc.  
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Norwalk, CT 06851

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Blaine Uplinger  
First Energy  
100 APC Building  
800 North Third Street Harrisburg PA  
ZIP + 4 (U.S. ADDRESSES ONLY, DO NOT USE FOR FOREIGN POSTAL CODES)

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Date Accepted 1/5/10	Scheduled Date of Delivery Month 1 Day 10	Return Receipt Fee \$
No. 1233	Scheduled Time of Delivery Morning <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM <input type="checkbox"/>	COD Fee \$
Time Accepted 1233 PM	Military <input type="checkbox"/>	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight	2nd Day <input type="checkbox"/> 3rd Day <input type="checkbox"/>	Total Postage & Fees \$ 1830
lbs. 10.8	Int'l Alpha Country Code	Acceptance Emp. Initials JAC

**DELIVERY (POSTAL USE ONLY)**

Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
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Mo. Day			

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Federal Agency Acct. No. or Postal Service Acct. No. \_\_\_\_\_

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Weekend  Holiday  Mailer Signature \_\_\_\_\_

**FROM:** (PLEASE PRINT) PHONE 203 557-5561

Verve Energy USA, Inc.  
101 Merritt 7 Third Fl.  
Norwalk, CT 06851

**TO:** (PLEASE PRINT) PHONE 412 393-1541

GARY A. JACK  
Augustine Light Company  
411 Seventh Street MD  
16-4 Pitsburg PA  
ZIP + 4 (U.S. ADDRESSES ONLY, DO NOT USE FOR FOREIGN POSTAL CODES)

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Date Accepted 1/5/10	Scheduled Date of Delivery 1/6/10	Return Receipt Fee \$
Mo. Day Year 1/5/10	Month Day Year 1/6/10	COOD Fee \$
Time Accepted <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight lbs. 10.8	Military <input type="checkbox"/> <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Total Postage & Fees \$ 1830
	Int'l Alpha Country Code	Acceptance Emp. Initials

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**CUSTOMER USE ONLY**

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Express Mail Corporate Acct. No. \_\_\_\_\_  
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Commonwealth of Pennsylvania  
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Harrisburg PA

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Date Accepted 1/5/10	Scheduled Date of Delivery 1/6/10	Return Receipt Fee \$
Mo. Day Year 1/5/10	Month Day Year 1/6/10	COOD Fee \$
Time Accepted <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight lbs. 10.8	Military <input type="checkbox"/> <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Total Postage & Fees \$ 1830
	Int'l Alpha Country Code	Acceptance Emp. Initials

**DELIVERY (POSTAL USE ONLY)**

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**CUSTOMER USE ONLY**

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Express Mail Corporate Acct. No. \_\_\_\_\_  
Federal Agency Acct. No. or Postal Service Acct. No. \_\_\_\_\_

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Weekend  Holiday  Mailer Signature \_\_\_\_\_

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Verde Energy USA, INC.  
101 Merritt 7 Third Flr.  
Norwalk, CT 06851

**TO: (PLEASE PRINT)** PHONE 717 783-2525  
William J. Lloyd  
Commerce Building, Suite 1102  
Small Business Advocate  
300 North Second Street  
Harrisburg PA

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Visit [www.usps.com](http://www.usps.com)  
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ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)  
17101 + \_\_\_\_\_  
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EG 196230677 US



UNITED STATES POSTAL SERVICE® Post Office To Address:

**ORIGIN (POSTAL SERVICE USE ONLY)**

PO ZIP Code <b>06880</b>	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day	Postage \$ <b>1830</b>
Date Accepted <b>1/5/10</b>	Scheduled Date of Delivery Month <b>1</b> Day <b>6</b>	Return Receipt Fee \$
Time Accepted <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$
Flat Rate <input type="checkbox"/> or Weight lbs. <b>10.8</b>	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
	Int'l Alpha Country Code	Total Postage & Fees \$ <b>1830</b>
		Acceptance Emp. Initials <b>JK</b>

**DELIVERY (POSTAL USE ONLY)**

Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		
Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		
Delivery Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		

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Federal Agency Acct. No. or Postal Service Acct. No.

FROM: (PLEASE PRINT) PHONE **203 467-5561**

**Verde Energy USA, Inc.**  
101 Merritt 7 Third Floor  
Norwalk CT 06851

NO DELIVERY  Weekend  Holiday  Mailer Signature

TO: (PLEASE PRINT) PHONE **717 783-5048**

**IRWIN Papowsky**  
Office of Consumer Advocate  
5th Floor Forum Place  
555 Walnut Street  
HARRISBURG PA

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES)

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Visit [www.usps.com](http://www.usps.com)  
Call 1-800-222-1811

1 7 1 2 0 +

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.



EG 196232999 US



UNITED STATES POSTAL SERVICE® Post Office To Address:

**ORIGIN (POSTAL SERVICE USE ONLY)**

PO ZIP Code <b>06880</b>	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day	Postage \$ <b>1830</b>
Date Accepted <b>1/5/10</b>	Scheduled Date of Delivery Month <b>1</b> Day <b>6</b>	Return Receipt Fee \$
Time Accepted <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$
Flat Rate <input type="checkbox"/> or Weight lbs. <b>10.8</b>	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
	Int'l Alpha Country Code	Total Postage & Fees \$ <b>1830</b>
		Acceptance Emp. Initials <b>JK</b>

**DELIVERY (POSTAL USE ONLY)**

Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		
Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		
Delivery Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		

**CUSTOMER USE ONLY**

PAYMENT BY ACCOUNT Express Mail Corporate Acct. No.  **WAVES OF SIGNATURE (Domestic Mail Only)** Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No.

FROM: (PLEASE PRINT) PHONE **203 467-5561**

**Verde Energy USA, Inc.**  
101 Merritt 7 Third Fl.  
Norwalk CT 06851

NO DELIVERY  Weekend  Holiday  Mailer Signature

TO: (PLEASE PRINT) PHONE **717 787-3391**

**Office of the Attorney General**  
Bureau of Consumer Protection  
Strawberry Square, 14th Fl  
HARRISBURG PA

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES)

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Call 1-800-222-1811

1 7 1 2 0 +

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.



EH 863203449 US



Post Office To Address

**ORIGIN (POSTAL SERVICE USE ONLY)**

PO ZIP Code 06880	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day	Postage \$ 1830
Date Accepted 1/5/10	Scheduled Date of Delivery Month 1 Day 10	Return Receipt Fee \$
Time Accepted 1228 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$
Flat Rate <input type="checkbox"/> or Weight lbs. 10.7 ozs.	Military <input type="checkbox"/> <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
	Int'l Alpha Country Code	Total Postage & Fees \$ 1830
		Acceptance Emp. Initials JK

**DELIVERY (POSTAL USE ONLY)**

Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			

**CUSTOMER USE ONLY**

**PAYMENT BY ACCOUNT**  
Express Mail Corporate Acct. No. \_\_\_\_\_

**WAIVER OF SIGNATURE (Domestic Mail Only)**  
Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No. \_\_\_\_\_

NO DELIVERY  Weekend  Holiday  Maller Signature

**FROM: (PLEASE PRINT)** PHONE 203 597-5561

VERDE ENERGY USA, INC  
101 MORRIS 7th Floor  
Norwalk CT 06851

**TO: (PLEASE PRINT)** PHONE 203 597-5561

JOHN MUNSH  
Allegheny Power  
800 CARIN HILL DRIVE  
Greensburg PA

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Call 1-800-222-1811

ZIP + 4 (U.S. ADDRESSES ONLY, DO NOT USE FOR FOREIGN POSTAL CODES.)  
15601 + 1689

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.



EG 196232845 US



Customer Copy Label 11-B, March 2 Post Office To Address

**ORIGIN (POSTAL SERVICE USE ONLY)**

PO ZIP Code 06880	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del. Day	Postage \$ 1830
Date Accepted 1/5/10	Scheduled Date of Delivery Month 1 Day 10	Return Receipt Fee \$
Time Accepted 1228 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$
Flat Rate <input type="checkbox"/> or Weight lbs. ozs.	Military <input type="checkbox"/> <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
	Int'l Alpha Country Code	Total Postage & Fees \$ 1830
		Acceptance Emp. Initials JK

**DELIVERY (POSTAL USE ONLY)**

Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			

**CUSTOMER USE ONLY**

**PAYMENT BY ACCOUNT**  
Express Mail Corporate Acct. No. \_\_\_\_\_

**WAIVER OF SIGNATURE (Domestic Mail Only)**  
Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No. \_\_\_\_\_

NO DELIVERY  Weekend  Holiday  Maller Signature

**FROM: (PLEASE PRINT)** PHONE 203 597-5561

VERDE ENERGY USA, INC  
101 MORRIS 7th Floor  
Norwalk, CT 06851

**TO: (PLEASE PRINT)** PHONE 203 597-5561

Stephen Field  
Pennsylvania Power Co.  
First Energy Corp.  
76 South Main Street  
AKRON OH

**FOR PICKUP OR TRACKING**  
Visit [www.usps.com](http://www.usps.com)  
Call 1-800-222-1811

ZIP + 4 (U.S. ADDRESSES ONLY, DO NOT USE FOR FOREIGN POSTAL CODES.)  
44308 +

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

Jan. 5, 2010

1:19PM Mediaspace Solutions

EXPRESS No. 0232 P. 7 Customer Copy Label 1-B, March 2



EG 196232942 US



UNITED STATES POSTAL SERVICE® Post Office To Address

**ORIGIN (POSTAL SERVICE USE ONLY)**

PO ZIP Code 06880	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd Del. Day	Postage \$ 1830
Date Accepted 1/5/10	Scheduled Date of Delivery 1/6/10	Return Receipt Fee \$
Mo. Day Year 1/5/10	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$
Time Accepted 1224	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight lbs. 138	Int'l Alpha Country Code	Total Postage & Fees \$ 1830
		Acceptance Emp. Initials

**DELIVERY (POSTAL USE ONLY)**

Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			

**CUSTOMER USE ONLY**

PAYMENT BY ACCOUNT  
Express Mail Corporate Acct. No. \_\_\_\_\_

**WAIVER OF SIGNATURE (Domestic Mail Only)**  
Additional merchandise insurance is valid if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent. (If delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No. \_\_\_\_\_

**NO DELIVERY**  
Weekend  Holiday  Maller Signature \_\_\_\_\_

**FROM:** (PLEASE PRINT) PHONE 203 557-5561  
 VERDE Energy USA, Inc.  
 101 Merritt 7 Third Flr.  
 Norwalk, CT 06851

**TO:** (PLEASE PRINT) PHONE 203 557-5561  
 James J. McNulty  
 Pennsylvania Public Utility Co.  
 Keystone Building, 2nd Fl. N 201  
 Harrisburg PA  
 ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)  
 17120 +

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 Call 1-800-222-1811

**FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.**



EG 196232854 US



UNITED STATES POSTAL SERVICE® Post Office To Address

**ORIGIN (POSTAL SERVICE USE ONLY)**

PO ZIP Code 06880	Day of Delivery <input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd Del. Day	Postage \$ 1830
Date Accepted 1/5/10	Scheduled Date of Delivery 1/6/10	Return Receipt Fee \$
Mo. Day Year 1/5/10	Scheduled Time of Delivery <input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	COD Fee \$
Time Accepted 1228	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Insurance Fee \$
Flat Rate <input type="checkbox"/> or Weight lbs. 10.7	Int'l Alpha Country Code	Total Postage & Fees \$ 1830
		Acceptance Emp. Initials

**DELIVERY (POSTAL USE ONLY)**

Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			
Delivery Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day			

**CUSTOMER USE ONLY**

PAYMENT BY ACCOUNT  
Express Mail Corporate Acct. No. \_\_\_\_\_

**WAIVER OF SIGNATURE (Domestic Mail Only)**  
Additional merchandise insurance is valid if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent. (If delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or Postal Service Acct. No. \_\_\_\_\_

**NO DELIVERY**  
Weekend  Holiday  Maller Signature \_\_\_\_\_

**FROM:** (PLEASE PRINT) PHONE 203 557-5561  
 Verde Energy USA, Inc.  
 101 Merritt 7 Third Flr.  
 Norwalk, CT 06851

**TO:** (PLEASE PRINT) PHONE 203 557-5561  
 Paul Russell  
 PPL  
 Two North Ninth Street  
 Allentown PA  
 ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)  
 18108 + 1179

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 Visit [www.usps.com](http://www.usps.com)  
 Call 1-800-222-1811

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