

 ORIGINAL



Peter B Callowhill
Tel 703.742.3766
Fax 703.742.3756
Peter@netgainenergyadvisors.com

September 27, 2010

Secretary of the Commission
Keystone Building, 400 North Street
2nd Floor Room N201
Harrisburg, PA 17120

Re: Application of NRGing, LLC to become a Natural Gas Broker/Marketer

Dear Mr. Secretary:

Enclosed please find a signed and verified original and three copies of the application to the Pennsylvania Public Utility Commission for NRGing, LLC d/b/a NetGain Energy Advisors to become a licensed natural gas broker/marketer.

Please contact the undersigned if you have any questions.

Respectfully submitted,
NRGing, LLC d/b/a NetGain Energy Advisors

A handwritten signature in black ink that reads 'Peter Callowhill'.

Peter Callowhill
Manager and CEO

Enclosures: One (1) Verified Original and Three (3) copies of Applicant's Application with Attachments (i.e., Exhibits), One (1) Electronic Version, and a Check Payable to the Commonwealth of Pennsylvania for \$350.00.

RECEIVED

SEP 29 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1775 Wiehle Avenue, Suite 310, Reston, VA 20190
www.netgainenergyadvisors.com 877.482.6570

Emerging Energy Solutions

APPLICATION OF

NRGing, LLC

d/b/a

NetGain Energy Advisors



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SEP 29 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of NRGing, LLC, d/b/a NetGain Energy Advisors, for approval to offer, render, furnish, or as a Broker/Marketer engaged in the business of supplying natural gas 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:

NAME: NRGing, LLC d/b/a NetGain Energy Advisors
ADDRESS: 1775 Wiehle Avenue, Suite 310, Reston, VA 20190
TELEPHONE # : 703.742.3766
FAX # : 703.742.3756

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.

While the Applicant has no predecessors, the principals of NRGing, LLC d/b/a NetGain Energy Advisors are also principals of NetGain Communications, Inc. a Virginia S-corp. NetGain Communications, Inc. is a separate and legally distinct company that is a telecom broker and telecom consultant.

NAME: NetGain Communications, Inc.
ADDRESS: 1775 Wiehle Avenue, Suite 310, Reston, VA 20190
TELEPHONE # : 703.742.3766

- 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:

NAME: Peter Callowhill
TITLE: Manager and CEO
ADDRESS: 1775 Wiehle Avenue, Suite 310, Reston, VA 20190
TELEPHONE # : 703.742.3766
FAX # : 703.742.3756

- 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:

NAME: Peter Callowhill
TITLE: Manager and CEO
ADDRESS: 1775 Wiehle Avenue, Suite 310, Reston, VA 20190
TELEPHONE # : 703.742.3766
FAX # : 703.742.3756

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

Not Applicable.

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

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:

NAME: c/o CT Corporation System
ADDRESS: 116 Pine Street, Suite 320, Harrisburg, PA 17101
TELEPHONE # : 717.232.6004

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

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

The Applicant's trade name is: NetGain Energy Advisors.

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.

See Exhibit 1 immediately following this page.

or

The Applicant will not be using a fictitious name.

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:

- domestic 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.

EXHIBIT 1

**Copy of Applicant's Filing
Fictitious Name**

**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

Application for Registration of Fictitious Name
54 Pa.C.S. § 311

Name	CT COUNTEL		
Address			
City	State	Zip Code	
79293 00	50	PA 2	

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

Commonwealth of Pennsylvania
FICTITIOUS NAME 2 Page(s)



Fee: \$70

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is: NetGain Energy Advisors	
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2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is: Brokerage and Consultancy of Energy Services	
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3. The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):				
1775 Wiehle Avenue	Reston	VA	0190	Fairfax
Number and street	City	State	Zip	County

4. The name and address, including number and street, if any, of each individual interested in the business is:			
Name	Number and Street	City	State

2010 SEP -3- PM 4:09

PENNSYLVANIA DEPARTMENT OF STATE

5. Each entity, other than an individual, interested in such business is (are):

NRGing, LLC	LLC	Virginia
Name	Form of Organization	Organizing Jurisdiction
1775 Wiehle Ave, Suite 310 Reston, VA 20190		
Principal Office Address		
GT CORPORATION SYSTEMS		PA
PA Registered Office, if any		
Name	Form of Organization	Organizing Jurisdiction
Principal Office Address		
PA Registered Office, if any		

6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. Optional: The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are):

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed this

1st day of September, 2010

_____	Individual Signature
_____	Individual Signature
NRGing, LLC	Entity Name
<i>Peter Colwell</i>	Signature
Manager of NRGing, LLC	Title

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

- * 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

X 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 Exhibits 2 and 3 immediately following this page.

Give name and address of officers.

NRGing, LLC d/b/a NetGain Energy Advisors is 100% owned by Peter Callowhill (50%) and James Larsen (50%). They are the two co-founders and the two Managers of the Company. Peter Callowhill is also the CEO and James Larsen is also the President.

Peter Callowhill's home address, phone #s, and email are:

**1414 North Meade Street
Arlington, VA 22209
703.785.9396 (home)
703.742.3766 (office)
703.728.3509 (cell)
Peter@netgainenergyadvisors.com**

James Larsen's home address, phone #s, and email are:

**22118 Quail Pond Place
Ashburn, VA 20148
703.858.0799 (home)
703.742.3688 (office)
703.963.6520 (cell)
James@netgainenergyadvisors.com**

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

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

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

EXHIBIT 2

**Copy of Applicant's Filing
Foreign Limited Liability Corporation**

5. Check and complete one of the following:

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

1773 Wiehle Ave, Ste 310 Reston VA 20190
Number and street City State Zip

It is not required by the laws of its jurisdiction of organization to maintain an office there and the address of its principal office is:

Number and street City State Zip

6. For Restricted Professional Limited Liability Company Only. If the company is a restricted professional company organized to render the following professional service(s):

Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8

7. The name and business address of each general partner.

Name	Business Address

8. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contribution is:

1773 Wiehle Ave, Ste 310 Reston VA 20190 Fairfax
Number and street City State Zip County

The registered partnership hereby undertakes to keep those records until its registration to do business in the Commonwealth is canceled or withdrawn.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this

1st day of Sept. 2019.

NRO, LLC

Name of Partnership Company

Robert Calvert
Signature

Manager:

Title

EXHIBIT 3

Copy of Applicant's Articles of Incorporation

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, February 16, 2010

This is to certify that the certificate of organization of

NRGing, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: February 16, 2010



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

February 16, 2010

WM QUINTON ROBINSON
BLANKINGSHIP KEITH PC
4020 UNIVERSITY DR STE 300
FAIRFAX, VA 22030

RECEIPT

RE: NRGing, LLC
ID: S316923 - 4
DCN: 10-02-08-4204

Dear Customer:

This is your receipt for \$100.00 to cover the fee(s) for filing articles of organization for a limited liability company with this office.

The effective date of the certificate of organization is February 16, 2010.

Thank you for contacting our office. If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

RECEIPTLC
LLNCD
CISLFD

ARTICLES OF ORGANIZATION OF NRGing, LLC

The undersigned desiring to form a limited liability company pursuant to Chapter 12 of Title 13.1 of the Code of Virginia states as follows:

1. The name of the limited liability company shall be **NRGing, LLC** (the "Company").
2. The address of the initial registered office is 1775 Wiehle Avenue, Suite 310, Reston, Virginia 20190 which office is located in the Fairfax County, Virginia.
3. The initial registered agent of the Company at the Company's registered office is Peter B. Callowhill who is a resident of Virginia and a manager of the Company. The registered agent's business office is identical with the registered office of the Company.
4. The post office address of the principal office where the records will be maintained pursuant to Virginia Code Section 13.1-1028 is 1775 Wiehle Avenue, Suite 310, Reston, Virginia 20190.
5. The Company shall be a "Manager-Managed Limited Liability Company". The Members shall appoint one or more Managers, whose identities and terms of office shall be set forth in the Operating Agreement of the Company. No Member of the Company, solely by reason of such Member's membership in the Company, shall be considered or relied upon to be an agent of the Company for the purpose of binding the Company with respect to any transaction or other obligation whatsoever. Initially the Company shall have two (2) Managers. The name and address of the initial managers are set forth below.

Peter B. Callowhill
1775 Wiehle Avenue
Suite 310
Reston, Virginia 20190

James Larsen
1775 Wiehle Avenue
Suite 310
Reston, Virginia 20190

6. In any proceeding brought by or in the right of the Company or brought by or on behalf of the Members of the Company, no damages shall be assessed against Managers of the Company. The liability of the Company's Managers shall not be


limited as provided above for knowing violations of the criminal law or of any federal or state securities law. The foregoing limitation or liability shall not be affected by any amendment of these articles with respect to any act or omission occurring before such amendment.

7. The Company shall indemnify its Members and Managers from and against any liability arising from the Company's activities and operations, other than liability incurred as a result of willful or intentional misconduct or a knowing violation of the criminal law by the party to be indemnified.

8. Any operating agreement and amendments or restatements thereof entered into by the Members of the Company shall be in writing. No oral agreement among any of the Members of the Company shall constitute any portion or interpretation of any written Operating Agreement of the Company.

9. The Company shall exist perpetually unless sooner dissolved according to law or according to the operating agreement of the Members.

Executed this February 4, 2010.


Wm. Quinton Robinson, Organizer

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

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

- Does the Applicant have any affiliation with or ownership interest in:
- (a) any other Pennsylvania retail natural gas supplier licensee or licensee applicant,
 - (b) any other Pennsylvania retail licensed electric generation supplier or license applicant,
 - (c) any Pennsylvania natural gas producer and/or marketer,
 - (d) any natural gas wells or
 - (e) any local distribution companies (LDCs) in the Commonwealth

If the response to parts a, b, c, or d above is affirmative, provide a detailed description and explanation of the affiliation and/or ownership interest.

- Provide specific details concerning the affiliation and/or ownership interests involving:
- (a) any natural gas producer and/or marketers,
 - (b) any wholesale or retail supplier or marketer of natural gas, electricity, oil, propane or other energy sources.
- Provide the Pa PUC Docket Number if the applicant has ever applied:
- (a) for a Pennsylvania Natural Gas Supplier license, or
 - (b) for a Pennsylvania Electric Generation Supplier license.

- 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
- natural gas interstate pipeline.
 - municipal providing service outside its municipal limits.
 - local gas distribution company
 - retail supplier of natural gas services in the Commonwealth
 - a natural gas producer
 - 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:

- supplier of natural gas services.
- Municipal supplier of natural gas services.
- Cooperative supplier of natural gas services.
- Broker/Marketer engaged in the business of supplying natural gas services.
- Aggregator engaged in the business of supplying natural gas services.
- Other (Describe):

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

9. **PROPOSED SERVICES:** Generally describe the natural gas services which the Applicant proposes to offer.

See Exhibit 4 immediately following this page. Applicant will primarily focus on natural gas procurement for commercial and industrial customers, and will not take title to the natural gas. Applicant will also offer demand response, energy audits and energy efficiency services to its clients.

10. **SERVICE AREA:** Provide each Natural Gas Distribution Company (NGDC) in which Applicant proposes to offer services.

Applicant is applying for the entire state of Pennsylvania.

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

- Residential Customers
- Commercial Customers - (Less than 6,000 Mcf annually)
- Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):

12. **START DATE:** The Applicant proposes to begin delivering services on **approval of the Application and license.**

(approximate date).

EXHIBIT 4

Applicant's Proposed Services in Pennsylvania

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

EXHIBIT 4

Applicant's Proposed Services in Pennsylvania

NRGing, LLC d/b/a NetGain Energy Advisors will offer non-residential customers natural gas brokering and consulting services to aid them in their choice of a natural gas supplier. NRGing, LLC d/b/a NetGain Energy Advisors will not serve residential customers.

NRGing, LLC d/b/a NetGain Energy Advisors intends to broker natural gas supplies and offer procurement consulting for commercial and industrial customers. NRGing, LLC d/b/a NetGain Energy Advisors' services will include reviewing a client's usage history, obtaining and evaluating price quotes from natural gas suppliers, weighing different product types to meet a client's needs (e.g. fixed, variable, indexed or hybrid pricing), and recommending a product and supplier to the customer.

NRGing, LLC d/b/a NetGain Energy Advisors will not take title to the natural gas, and will be solely compensated by the natural gas supplier or through a revenue share agreement with other brokers licensed in Pennsylvania, on a fee per-kilowatt-hour basis. NRGing, LLC d/b/a NetGain Energy Advisors believes that it will be in the best interest of clients for the Company to forge partnerships with other seasoned and licensed Pennsylvania brokers in the initial stages of the Company's business development. Typically these partner relationships will have a defined percentage split of the compensation paid by the natural gas suppliers that are represented. The percentage splits will be determined by the level of involvement with the client of each party.

In discussions with prospective clients it is NRGing, LLC d/b/a NetGain Energy Advisors' full intent to share with the prospective client the fact that the Company will receive remuneration from the supplier (or other partner licensed broker) they select from the recommendations that have been made. NRGing, LLC d/b/a NetGain Energy Advisors will define for the prospective client that the Company is itself a licensed broker and as such works with a number of natural gas suppliers and partner licensed brokers to market their solutions.

NRGing, LLC d/b/a NetGain Energy Advisors will solicit Pennsylvania customers through the direct sales initiatives of both Peter Callowhill and James Larsen. Mr. Callowhill and Mr. Larsen have developed many business relationships directly with end-user commercial and industrial clients and will communicate directly with contacts within those companies. In addition, Mr. Callowhill and Mr. Larsen will develop partnership relationships with companies that assist clients with their power systems requirement and energy conservation initiatives. NRGing, LLC d/b/a NetGain Energy Advisors will be introduced to potential clients through these partnership relationships.

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

At a high level, NRGing, LLC d/b/a NetGain Energy Advisors will evaluate a customer's natural gas usage, obtain and evaluate supply offers and prices, review the best product type (e.g. variable, fixed, indexed or hybrid) to meet a client's needs, and recommend supply options to the customer that meets the customer's needs for budgetary control, risk tolerance, and energy portfolio diversity.

At a detailed level, NRGing, LLC d/b/a NetGain Energy Advisors' standard operating practice will be:

- Meet face-to-face with its clients,
- Discuss the client's current and future requirements,
- Secure a signed Letter of Agency (LOA),
- Review client's usage and load data for all pertinent location(s),
- Prepare a summary of the relevant information that had been gleaned from the client usage information and discussions
- Secure supplier offers and prices for the required service and location(s),
- Create a written proposal that reviews the best product type (e.g. variable, fixed, indexed or hybrid) to meet the client's needs,
- Assist the client in understanding the pros and cons of each option (if applicable),
- Provide guidance as to the supply option that meets the customer's needs for budgetary control, risk tolerance, and energy portfolio diversity solution(s) deemed to be the best choice,
- Serve as both a resource and point of escalation for subsequent communications with the selected supplier.

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

13. **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 17120-1921

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 Natural Gas Distribution Companies through whose transmission and distribution facilities the applicant intends to supply customers:

<p>Valley Energy Inc. Robert Crocker 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: rcrocker@ctenterprises.org</p>	<p>National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483 FAX: 716.857.7479 e-mail: wolfordd@natfuel.com</p>
<p>UGI Central Penn David Beasten 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559</p>	<p>The Peoples Natural Gas Company Joe Gregorini or Bill McKeown 625 Liberty Avenue Pittsburgh, PA 15222 e-mail: jgregorini@png.cng.com PH: 412.497.6851 or 412.497.6840 FAX: 412.497.6630</p>
<p>T. W. Phillips Gas and Oil Company Robert M. Hovanec 205 North Main Street Butler, PA 16001 PH: 724.287.2725 FAX: 724.287.5021 e-mail: rhovanec@twphillips.com</p>	<p>UGI David Beasten 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559</p>
<p>UGI Penn Natural David Beasten 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559</p>	<p>Equitable Gas Company Jerald Moody 225 North Shore Drive Pittsburgh, PA 15212-5352 PH: 412.395.3209 FAX: 412.395.3335</p>
<p>Carnegie Natural Gas Company Donald A. Melzer 800 Regis Avenue Pittsburgh, PA 19236 PH: 412.655.8510 ext. 331 FAX: 412.655.0335</p>	<p>Columbia Gas of PA, Inc. Heather Bauer 200 Civic Center Drive Columbus, OH 43215 PH: 614.460.5554 FAX: 614.460.4291</p>
<p>Philadelphia Gas Works Douglas Moser 800 West Montgomery Avenue Philadelphia, PA 19122 email: douglas.moser@pgworks.com PH: 215.684.6899</p>	<p>PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 Email: carlos.thillet@exeloncorp.com PH: 215.841.6452</p>

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.

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

See Exhibit 5 immediately following this page (evidence of mailing to the above entities by U.S.P.S. Certified Mail). Applicant has provided a copy of this Application, with attachments, to all of the above entities on 9/27/2010.

Signature Peter Calverley Date 9/27/2010

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

See Exhibit 6 immediately following this page (and Exhibit 5)

15. **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.

Not applicable. No conviction of any crime exists for Applicant's behalf involving fraud or similar activity nor has it been a defendant nor respondent before any administrative body or judicial forum.

16. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION:** All services 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.

- a. **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 Distribution Company, the Pennsylvania Public Utility Commission or other agencies.

NAME: James Larsen
TITLE: Manager and President
ADDRESS: 1775 Wiehle Avenue, Suite 310, Reston, VA 20190
TELEPHONE # : 703.742.3688
FAX # : 703.742.3756

- b. Provide a copy of all standard forms or contracts that you use, or propose to use, for service provided to residential customers.

Not applicable. Applicant will not represent residential customers.

- c. If proposing to serve Residential and/or Small Commercial customers, provide a disclosure statement. A sample disclosure statement is provided as Appendix B to this Application.

Not applicable. Applicant will not serve residential or small commercial customers.

17. **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.

Applicant is a Virginia limited liability company headquartered in Reston, VA. Applicant does not have a parent company, nor affiliated companies, nor subsidiary companies.

- Published parent company financial and credit information.

EXHIBIT 5

**Applicant's Evidence of Mailing
Proof of Service**

d/b/a NetGain Energy Advisors

Wiehle Ave., Suite 310

Reston, VA 20190



PRIORITY[®]



UNITED STATES POSTAL SERVICE



Irwin A. Popowsky
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17120-1921

Flat Rate
Mailing Envelope

For Domestic and International Use

Visit us at usps.com

d/b/a NetGain Energy Advisors

5 Wiehle Ave., Suite 310

Reston, VA 20190



PRIORITY[®]



UNITED STATES POSTAL SERVICE



By air mail / Par avion Priority / Prioritaire



TM

To Whom It May Concern
Office of the Attorney General
Strawberry Square, 14th Floor
Bureau of Consumer Protection
Harrisburg, PA 17120

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for Domestic and International Use

visit us at usps.com

b/a NetGain Energy Advisors

iehle Ave., Suite 310

ston, VA 20190



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MAIL



UNITED STATES POSTAL SERVICE

Robert Crocker

Valley Energy Inc.

523 South Keystone Avenue

Sayre, PA 18840-0340

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or Domestic and International Use

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1/b/a NetGain Energy Advisors
Wiehle Ave., Suite 310
Reston, VA 20190



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UNITED STATES POSTAL SERVICE



Robert M. Hovanec
T. W. Phillips Gas and Oil Company
205 North Main Street
Butler, PA 16001

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Philadelphia, PA 19103



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Carlos Thillet
Manager, Gas Supply and Transportation
PECO
2301 Market Street, S9-2
Philadelphia, PA 19103

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EXHIBIT 6

Applicant's Tax Certification Statement

APPENDIX A

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

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 NRGing, LLC	2. BUSINESS PHONE NO. (703) 742-3766 CONTACT PERSON(S) FOR TAX ACCOUNTS: Peter Callowhill
3. TRADE/FICTITIOUS NAME (IF ANY) NetGain Energy Advisors	

4. LICENSED ADDRESS (ZIP) 1775 Wiehle Avenue, Suite 310, Reston, VA 20190	(STREET, RURAL ROUTE, P.O. BOX NO.)	(POST OFFICE)	STATE)
---	-------------------------------------	---------------	--------

5. TYPE OF ENTITY	<input type="checkbox"/> SOLE PROPRIETOR	<input type="checkbox"/> PARTNERSHIP	<input checked="" type="checkbox"/> CORPORATION
-------------------	--	--------------------------------------	---

8. LIST OWNER(S), GENERAL PARTNERS, OR CORPORATE OFFICER(S)	
NAME (PRINT) Peter Callowhill	SOCIAL SECURITY NUMBER (OPTIONAL) _ _ _ _ - _ _ _ - _ _ _ _ _
NAME (PRINT) James Larsen	SOCIAL SECURITY NUMBER (OPTIONAL) _ _ _ _ - _ _ _ - _ _ _ _ _
NAME (PRINT)	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	C. CORPORATE BOX NUMBER (7 DIGITS)	APPLICATION PENDING N/A
N/A _ _ - _ _ _ _ _ - _ _	<input type="checkbox"/> <input type="checkbox"/>	_ _ _ _ _ _	<input checked="" type="checkbox"/> <input type="checkbox"/>
B. EMPLOYER ID (EIN) (9 DIGITS)	APPLICATION PENDING		
N/A 2 7 - 2 7 7 9 9 0 6	<input type="checkbox"/> <input type="checkbox"/>		

10. Do you have PA employees either resident or non-resident?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
11. Do you own any assets or have an office in PA?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

NAME AND PHONE NUMBER OF PERSON(S) RESPONSIBLE FOR FILING TAX RETURNS		
PA SALES AND USE TAX Peter Callowhill	EMPLOYER TAXES Peter Callowhill	CORPORATE TAXES Peter Callowhill
PHONE <u>703.742.3766</u>	PHONE <u>703.742.3766</u>	PHONE <u>703.742.3766</u>

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)

FOR A BROKER/MARKETER NATURAL GAS LICENSE

- 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.
- 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.
- 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.

See Exhibit 7 immediately following this page

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

See Exhibit 8 immediately following this page (and Exhibit 7). Includes: a Balance Sheet YTD; a 5-Year Financial Model; a letter of Good Standing from Applicant's Bank; a \$50,000 Bank Promissory Note; and July & August Bank Statements.

B. Applicant must provide the following information:

- Provide proof of compliance with bonding/credit requirements for each NGDC the applicant is proposing to provide service in. This requirement is designated by each NGDC and can commonly be found in the NGDC supplier tariff.
- Identify Applicant's chief officers including names and their professional resumes.

See Exhibit 9 immediately following this page (and Exhibits 7 and 8).

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

NAME: Michael C. Montante, CPA & Associates PC
TITLE: CPA
ADDRESS: 6176 Grovedale Court, Suite 200, Alexandria, VA 22310
PHONE: 703-313-9802
FAX: 703-997-2258

18. **TECHNICAL FITNESS:** To ensure that the present quality and availability of service provided by natural gas 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 10 immediately following this page (and Exhibits 7, 8 and 9). (The two Managers and Officers of the Applicant detailed in Exhibit 10, are also directly responsible for the operations of the company.)

- A copy of any Federal energy license currently held by the Applicant.

Applicant does not hold any Federal energy license(s)

EXHIBIT 7

Applicant's Copy of Certificate of Insurance

EXHIBIT 8

**Applicant's Information Demonstrating Financial Fitness
(Includes: a Balance Sheet YTD; 5-Year Financial Model; a
letter of Good Standing from Applicant's Bank; a \$50,000
Bank Promissory Note; and July & August Bank
Statements.)**

3:05 PM
09/24/10
Cash Basis

NRGing, LLC
Balance Sheet
Feb 1, 2010 thru Sep 24, 2010

	<u>Sep 24, 10</u>
ASSETS	
Current Assets	
Checking/Savings	
First Virginia	-2,037.21
Total Checking/Savings	<u>-2,037.21</u>
Total Current Assets	-2,037.21
Other Assets	
Organizational Costs - Legal	7,255.74
PreStart Up Costs	5,126.39
Total Other Assets	<u>12,382.13</u>
TOTAL ASSETS	<u><u>10,344.92</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Line of Credit First Virginia Co	10,000.00
Total Other Current Liabilities	<u>10,000.00</u>
Total Current Liabilities	<u>10,000.00</u>
Total Liabilities	10,000.00
Equity	
Equity - Callowhill	500.00
Net Income	-155.08
Total Equity	<u>344.92</u>
TOTAL LIABILITIES & EQUITY	<u><u>10,344.92</u></u>

	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12
Ordinary Income/Expense																	
Income																	
Energy Commissions	0.00	105.23	20,210.45	4,065.68	21,214.95	1,419.89	1,933.11	23,218.23	3,731.65	27,995.07	5,530.19	8,043.61	26,557.03	7,998.49	28,664.25	13,082.01	10,771.47
Total Income	0.00	105.23	20,210.45	4,065.68	21,214.95	1,419.89	1,933.11	23,218.23	3,731.65	27,995.07	5,530.19	8,043.61	26,557.03	7,998.49	28,664.25	13,082.01	10,771.47
Gross Profit	0.00	105.23	20,210.45	4,065.68	21,214.95	1,419.89	1,933.11	23,218.23	3,731.65	27,995.07	5,530.19	8,043.61	26,557.03	7,998.49	28,664.25	13,082.01	10,771.47
Expense																	
General & Administrative																	
Automobile Expense																	
Parking & Tolls	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Total Automobile Expense	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Information Technology Expense																	
Computer Equipment and Maintena	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00
IT Support	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Software	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Total Information Technology Expense	1,120.00	120.00	120.00	120.00	1,120.00	120.00	120.00	120.00	120.00	120.00	1,120.00	120.00	120.00	120.00	120.00	120.00	120.00
Insurance																	
Liability Insurance	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00
Total Insurance	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00
Office Supplies and Expenses	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Professional Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Professional Fees																	
Accounting	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00
Total Professional Fees	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00
Rent	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Telecommunications																	
Conferencing	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Internet Access / Webhosting	34.99	34.99	34.99	34.99	34.99	34.99	34.99	34.99	34.99	34.99	34.99	34.99	34.99	34.99	34.99	34.99	34.99
Local Service	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
Wireless	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00
Total Telecommunications	304.99	304.99	304.99	304.99	304.99	304.99	304.99	304.99	304.99	304.99	304.99	304.99	304.99	304.99	304.99	304.99	304.99
Total General & Administrative	3,299.99	2,299.99	2,299.99	2,299.99	3,299.99	2,299.99	2,299.99	2,299.99	2,299.99	2,299.99	2,299.99	2,299.99	2,299.99	2,299.99	2,299.99	2,299.99	2,299.99
Salaries and Commissions																	
Compensation																	
Compensation- Partners																	
Selling Executives	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Total Compensation- Partners	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Sales																	
Sales Repre:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Sales	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Employees / Leased Employees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Payroll Taxes / Employee Costs/HC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00	2,700.00
Total Salaries and Commissions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,700.00	17,700.00	17,700.00	17,700.00	17,700.00	17,700.00	17,700.00
Sales & Marketing																	
Marketing																	
Industry Memberships & Subscrip	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Marketing Communications/PR	1,000.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00	0.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Web Site Development & Maintan	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Marketing	1,000.00	0.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00	0.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
Sales																	
Lead Generation	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00
Meals & Entertainment - Sales	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
Total Sales	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00
Total Sales & Marketing	1,400.00	400.00	400.00	1,400.00	400.00	400.00	1,400.00	400.00	400.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00
Total Expense	4,699.99	2,699.99	2,699.99	3,699.99	3,699.99	2,699.99	3,699.99	2,699.99	2,699.99	3,199.99	21,699.99	20,899.99	20,899.99	20,899.99	20,899.99	20,899.99	20,899.99
Net Ordinary Income	-4,699.99	-2,594.76	17,510.46	365.69	17,514.96	-1,280.30	-1,766.88	20,518.24	1,031.66	24,795.08	-16,369.80	-14,856.38	5,657.04	-12,903.50	7,764.26	-7,817.98	-10,128.52
Net Income	-4,699.99	-2,594.76	17,510.46	365.69	17,514.96	-1,280.30	-1,766.88	20,518.24	1,031.66	24,795.08	-16,369.80	-14,856.38	5,657.04	-12,903.50	7,764.26	-7,817.98	-10,128.52

Sales Personnel	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Client Support Personnel	1	1 Support Personnel for every 200 clients. Initially supported by Partners																	
Partners	3																		

Electric Commission Rates:	Electricity	% of Sales																	
	Sub-Agency Partner 1	0.0012 per kWh	33%																
	Sub-Agency Partner 2	0.000525 per kWh	33%																
	Directs/Other	0.004 per kWh	34%																

Sales Activity		Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12
Electric		1	1	1	1	1	3	3	3	3	3	3	3	4	4	4	4	4	4	4
Medium Sales Closed/rep		1	1	1	1	1	3	3	3	3	3	3	4	4	4	4	4	4	4	4
Closed per Month		1	1	1	1	1	3	3	3	3	3	3	4	4	4	4	4	4	4	4
Average Sale in kWh(s)		40000	40000	40000	40000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000
Large Sales Closed/World Energy		0	0	0	1	0	0	1	0	0	1	0	0	1	0	0	1	0	0	0
Cumulative Sales Made		1	2	3	5	6	9	13	16	19	23	26	29	34	38	42	47	51	55	59
Ave. Sale in kWh/World Energy		400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000
Total New kWhs in Service		40000	40000	40000	40000	440000	80000	240000	640000	340000	240000	640000	240000	240000	720000	320000	320000	720000	320000	320000
Total Cumulative in Service		40000	80000	80000	120000	560000	640000	880000	1520000	1760000	2000000	2640000	2880000	3120000	3840000	4160000	4480000	5200000	5520000	5840000
Average Commission per kWh		0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925
Expected Monthly Comm.		77.17	154.34	231.51	308.68	1080.38	1234.72	1697.74	2932.46	3395.48	3858.5	5093.22	5556.24	6019.26	7408.32	8025.68	8643.04	10092.1	10649.46	11266.82

Gas Commission Rates:	Gas	% of Sales																	
	Sub-Agency Partner 1	0.1 per Therm			40% per mcf or decaTherm .15 per														
	Other	0.12 per Therm			60%														
Gas	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12
Medium Sales Closed	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Average Sale in decaTherm(s)	334	334	334	334	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600
Total New Therms in Service	250.5	250.5	250.5	250.5	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450
Total Cumulative in Service	250.5	250.5	501	751.5	1201.5	1651.5	2101.5	2551.5	3001.5	3451.5	3901.5	4351.5	4801.5	5251.5	5701.5	6151.5	6601.5	7051.5	7501.5
Average Commission per decaTherm	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112
Expected Monthly Comm.	28.056	56.112	84.168	112.224	134.568	184.968	235.368	285.768	336.168	386.568	436.968	487.368	537.768	588.168	638.568	688.968	739.368	789.768	840.168

Commission Rates:	Consulting and Referrals																		
	Consulting/hour	\$	100																
	Equipment	15%																	
	Equipment Margin	10%																	
Consulting and Referrals	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12
Consulting Sales Made/Mo.	0	0	1	0	1	0	0	1	0	1	0	0	1	0	1	0	0	1	0
Average Sale in Consulting Hours	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
Consulting Dollars Earned	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -
Equipment Sales Made/Mo.	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0
Ave. Equipment Total Sale	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Equipment Dollars Earned	\$ -	\$ -	\$ -	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750	\$ -	\$ -	\$ -
Total Dollars Earned	\$ -	\$ -	\$ 20,000	\$ 3,750	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 23,750	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ 3,750	\$ -	\$ 20,000	\$ -

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Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
4	4	4	4	4	4	4	4	4	4	4	4	12	12	12	12	12	12	12	12	12	12	12
80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000
1	0	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0	0	1	0	0	0
64	68	72	76	81	85	89	93	98	102	106	110	115	119	123	127	132	136	140	145	149	153	157
400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000
320000	720000	320000	320000	320000	720000	320000	320000	320000	720000	320000	320000	320000	1360000	960000	960000	960000	1360000	960000	960000	1360000	960000	960000
6160000	6880000	7200000	7520000	7840000	8560000	8880000	9200000	9520000	10240000	10560000	10880000	11200000	12560000	13520000	14480000	15440000	16800000	17760000	18720000	20080000	21040000	22000000
0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925
11884.18	13273.24	13890.6	14507.96	15125.32	16514.38	17131.74	17749.1	18366.46	19755.52	20372.88	20990.24	21607.6	24231.38	26083.46	27935.54	29787.62	32411.4	34263.48	36115.56	38739.34	40591.42	42443.5

Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14
0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600
450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450
7951.5	8401.5	8851.5	9301.5	9751.5	10201.5	10651.5	11101.5	11551.5	12001.5	12451.5	12901.5	13351.5	13801.5	14251.5	14701.5	15151.5	15601.5	16051.5	16501.5	16951.5	17401.5	17851.5
0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112
890.568	940.968	991.368	1041.768	1092.168	1142.568	1192.968	1243.368	1293.768	1344.168	1394.568	1444.968	1495.368	1545.768	1596.168	1646.568	1696.968	1747.368	1797.768	1848.168	1898.568	1948.968	1999.368

Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14
1	0	0	1	0	1	0	0	1	0	1	0	0	1	0	1	0	0	1	0	1	0	1
200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 20,000
1	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0
\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
\$ 3,750	\$ -	\$ -	\$ -	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750	\$ -	\$ -
\$ 23,750	\$ -	\$ -	\$ 20,000	\$ 3,750	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 3,750	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 3,750	\$ 20,000	\$ -	\$ 20,000

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Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000	80000
0	1	0	0	0	1	0	0	1	0	0	0	0	1	0	0	0	1	0	0	1	0
161	166	170	174	178	183	187	191	196	200	204	208	212	217	221	225	229	234	238	242	247	251
400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000	400000
960000	960000	1360000	960000	960000	960000	1360000	960000	960000	1360000	960000	960000	960000	960000	1360000	960000	960000	960000	1360000	960000	960000	1360000
22960000	23920000	25280000	26240000	27200000	28160000	29520000	30480000	31440000	32800000	33760000	34720000	35680000	36640000	38000000	38960000	39920000	40880000	42240000	43200000	44160000	45520000
0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925	0.00192925
44295.58	46147.66	48771.44	50623.52	52475.6	54327.68	56961.46	58803.54	60655.62	63279.4	65131.48	66983.56	68835.64	70687.72	73311.5	75163.58	77015.66	78867.74	81491.52	83343.6	85195.68	87819.46

Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15
0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75	0.75
600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600
450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450
18301.5	18751.5	19201.5	19651.5	20101.5	20551.5	21001.5	21451.5	21901.5	22351.5	22801.5	23251.5	23701.5	24151.5	24601.5	25051.5	25501.5	25951.5	26401.5	26851.5	27301.5	27751.5
0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112	0.112
2049.768	2100.168	2150.568	2200.968	2251.368	2301.768	2352.168	2402.568	2452.968	2503.368	2553.768	2604.168	2654.568	2704.968	2755.368	2805.768	2856.168	2906.568	2956.968	3007.368	3057.768	3108.168

Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15
0	0	1	0	1	0	0	1	0	1	0	1	0	0	1	0	1	0	0	1	0	1
200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000
\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
\$ -	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750	\$ -
\$ -	\$ 3,750	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 3,750	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ 3,750	\$ 20,000	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 3,750	\$ 20,000



September 13, 2010

To Whom It May Concern

Re: NRGing, LLC d/b/a NetGain Energy Advisors
1775 Wiehle Avenue, Suite 310
Reston, Virginia 20190

Dear Sir / Madam:

It is our pleasure to offer this letter of reference and good standing on behalf of our client NRGing, LLC. Although NRGing, LLC is a relatively new Company, we have worked with the principals, Peter Callowhill and James Larsen since the Bank's initial opening in 2007. When NRGing was in the formative stages, Peter and James met with us and told us about their new plans. The Bank was excited for them and totally supported the new venture. We established a working capital line of credit for the new Company and NRGing opened the operating depository account with the Bank.

Working with Peter and James over the past few years has given me the opportunity to learn and appreciate their commitment to excellence and high level of character. If you are fortunate enough to have the opportunity to work with them, we suggest you take it. These gentlemen have always done what they said they do, they are always responsive to inquiries and requests and they make things happen.

Feel free to contact my office direct at 703-436-3806 if we can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Todd Dempsey", written over a circular stamp or mark.

B. Todd Dempsey
Senior Vice President and
Chief Lending Officer

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$50,000.00	06-23-2010	03-30-2011	7000104	01		BTD	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: NRGing, LLC
1775 Wiehle Avenue, Suite 310
Reston, VA 20190

Lender: First Virginia Community Bank
Fairfax
11325 Random Hills Road, Suite 240
Fairfax, VA 22030

IMPORTANT NOTICE

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

Principal Amount: \$50,000.00

Date of Note: June 23, 2010

PROMISE TO PAY. NRGing, LLC ("Borrower") promises to pay to First Virginia Community Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Thousand & 00/100 Dollars (\$50,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on March 30, 2011. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning July 23, 2010, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime Rate as published in the "Money Rates" section of the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each Day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the Index, rounded up to the nearest 0.125 percent, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.000% per annum based on a year of 360 days. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 5.000% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Virginia Community Bank, 11325 Random Hills Road Fairfax, VA 22030.

LATE CHARGE. If a payment is 7 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 4.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution or termination of Borrower's existence as a going business or the death of any member, or a trustee or receiver is appointed for Borrower or for all or a substantial portion of the assets of Borrower, or Borrower makes a general assignment for the benefit of Borrower's creditors, or Borrower files for bankruptcy, or an involuntary bankruptcy petition is filed against Borrower and such involuntary petition remains undismissed for sixty (60) days.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help,

**PROMISSORY NOTE
(Continued)**

Loan No: 7000104

Page 2

repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest, together with all other applicable fees, costs and charges, if any, immediately due and payable, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Subject to any limits under applicable law, upon default, Borrower agrees to pay Lender's attorneys' fees equal to 20.000% of the principal balance due on the loan and all of Lender's other collection expenses, whether or not there is a lawsuit, including without limitation legal expenses for bankruptcy proceedings.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. This Note has been accepted by Lender in the Commonwealth of Virginia.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the applicable courts for Fairfax County, Commonwealth of Virginia.

CONFESSION OF JUDGMENT. Upon a default in payment of this Note at maturity, whether by acceleration or otherwise, Borrower hereby irrevocably authorizes and empowers Neil Title or B. Todd Dempsey as Borrower's attorney-in-fact to appear in the Fairfax County or Arlington County clerk's office and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit, and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. All oral requests shall be confirmed in writing on the day of the request, on forms acceptable to Lender. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Peter B. Callowhill, James E. Larsen or Stephen J. Murphy. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Please notify us if we report any inaccurate information about your account(s) to a consumer reporting agency. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: First Virginia Community Bank 11325 Random Hills Road Fairfax, VA 22030.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

PROMISSORY NOTE
(Continued)

Loan No: 7000104

Page 3

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

NRGING, LLC

By:  (Seal)

Peter B. Callowhill, Managing Member of NRGing, LLC

By:  (Seal)

James E. Larsen, Managing Member of NRGing, LLC



11325 Random Hills Road
 Fairfax, VA 22030
 703-321-7770
 www.firstvirginiacommunitybank.com

747

NRGing, LLC
 1414 N. Meade Street
 Arlington, VA 22209

Page Number 1 of 2
 Account Number: 206441
 Date 08/31/10
 Enclosures 7

First Business Checking

206441

Summary of Activity Since Your Last Statement

BALANCE FORWARD FROM 07/30/10.....	2,823.73
1 DEPOSITS/CREDITS.....	5,000.00 +
7 WITHDRAWALS/DEBITS.....	2,596.75 -
0 BANK CHARGES.....	.00 -
ENDING BALANCE AS OF 08/31/10.....	5,226.98

Transaction Detail

Date	Description	Amount
DEPOSITS/CREDITS/INTEREST-PAID		
8/12	Advance from LOC#7000104 per request	5,000.00
CHECKS PAID/DEBITS/CHARGES		
8/16	110 Check	400.00
8/16	111 Check	400.00
8/23	112 Check	18.75
8/23	107 Check	425.00
8/24	109 Check	140.00
8/25	114 Check	200.00
8/27	113 Check	1,013.00

Checks in Serial Number Order

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
8/23	107	425.00	8/16	111	400.00	8/25	114	200.00
8/24	109*	140.00	8/23	112	18.75			
8/16	110	400.00	8/27	113	1,013.00			

(* indicates a break in check number sequence)

Daily Balance

Date	Amount	Date	Amount	Date	Amount
7/30	2,823.73	8/23	6,579.98	8/27	5,226.98
8/12	7,823.73	8/24	6,439.98		
8/16	7,023.73	8/25	6,239.98		





11325 Random Hills Road
Fairfax, VA 22030
703-321-7770
www.firstvirginiacommunitybank.com

733

NRGing, LLC
1414 N. Meade Street
Arlington, VA 22209

Page Number 1 of 2
Account Number: 206441
Date 07/30/10
Enclosures 3

First Business Checking

206441

Summary of Activity Since Your Last Statement

BALANCE FORWARD FROM 06/30/10.....	500.00
1 DEPOSITS/CREDITS.....	5,000.00 +
4 WITHDRAWALS/DEBITS.....	2,676.27 -
0 BANK CHARGES.....	.00 -
ENDING BALANCE AS OF 07/30/10.....	2,823.73

Transaction Detail

Date	Description	Amount
DEPOSITS/CREDITS/INTEREST-PAID		
7/13	Advance from LOC#7000104 per request	5,000.00
CHECKS PAID/DEBITS/CHARGES		
7/15	THE HARTFORD NTCLBIIVRC	210.00
7/19	101 Check	100.00
7/19	105 Check	1,099.60
7/30	104 Check	1,266.67

Checks in Serial Number Order

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
7/19	101	100.00	7/30	104*	1,266.67	7/19	105	1,099.60

(* indicates a break in check number sequence)

Daily Balance

Date	Amount	Date	Amount	Date	Amount
6/30	500.00	7/15	5,290.00	7/30	2,823.73
7/13	5,500.00	7/19	4,090.40		



EXHIBIT 9

Applicant's Chief Officers and Resumes

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

EXHIBIT 9

Applicant's Chief Officers and Resumes

NRGing, LLC d/b/a NetGain Energy Advisors is 100% owned by Peter Callowhill (50%) and James Larsen (50%).

Peter Callowhill, Co-founder, Manager and CEO

With more than 30 years of business experience in the utility and tech sectors, Peter Callowhill provides strategic direction for the Company. Mr. Callowhill also oversees partner relationships to ensure customers are provided with the highest value.

Mr. Callowhill owns more than three decades of experience in the telecommunications industry, including the establishment of six Washington, D.C./Baltimore Metro area-based telecommunications firms between 1993 and 2010.

Prior to leading NRGing, LLC d/b/a NetGain Energy Advisors, Mr. Callowhill co-founded NetGain Communications, Inc (hereafter NetGain Communications). The Company assisted commercial and industrial clients with an understanding of their options for different voice, data and internet services.

NetGain Communications revenues exceeded \$2.4 million in 2009 and had 300+ clients. In May of 2010, NetGain Communications merged its client base into another Northern Pennsylvania telecom brokerage, Association Research Group, Inc (ARG).

Prior to co-founding NetGain Communications, Mr. Callowhill co-founded Net2000 Communications, Inc. (hereafter Net2000), a telecom brokerage from 2003 – 2008. In 1999 Net2000 became a facilities-based competitive local exchange carrier (CLEC).

At Net2000, Mr. Callowhill held varying management roles over a period of eight years, including Senior Vice President of Sales, and he played a leading role in the successful creation and execution of the firm's business strategy, driving revenues to more than \$110 million and assisting in securing more than 3,000 clients.

Mr. Callowhill also established other Washington, D.C./Baltimore Metro area firms including N2N Communications, Inc., a regional Internet Service Provider (ISP), and InterPeer, Inc, a Web Hosting service. Mr. Callowhill served as President for both companies which, through a series of acquisitions, are now components of Verio, an NTT Communications Company and national Tier 1 ISP.

Additionally, Mr. Callowhill co-founded Fastraktion, LLC, a regional venture capital firm focused on providing seed capital to start-up telecommunications firms in the Washington, D.C. area.

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

Earlier in his career, Mr. Callowhill held sales and sales management positions of increasing responsibility for Nortel Networks (formerly Northern Telecom), Verizon (formerly Bell Atlantic), and Motorola.

Mr. Callowhill earned a B.S. degree in biology from the College of William and Mary in Williamsburg, Pennsylvania.

James Larsen, Co-founder, Manager and President

Mr. Larsen has responsibility for managing business operations, sales, solution development, information technology, and finance at NRGing, LLC d/b/a NetGain Energy Advisors. Mr. Larsen has spent his entire 19-year career providing telecommunications and IT services for businesses in the Washington, D.C./Baltimore Metro area.

Prior to co-founding NRGing, LLC d/b/a NetGain Energy Advisors, Mr. Larsen co-founded NetGain Communications and served as the Chief Operating Officer.

Prior to co-founding NetGain Communications, Mr. Larsen spent two years with Net2000 Communications, last serving as the General Manager of Wholesale and Carrier Services. Mr. Larsen led the development of several network services products that enhanced Net2000's wholesale offerings and, under his leadership, the division grew revenues to over \$15 million in annual revenue.

Mr. Larsen spent five years at American Management Systems (AMS), an international business and technology consulting firm headquartered in Fairfax, VA. Mr. Larsen last served as Sr. Manager, responsible for developing the business strategy and managing an organization focused on marketing and developing data conversion services and software for clients in the state and local government and telecommunications marketplace.

At Software AG, an international software development firm, Mr. Larsen was a Senior Software Developer. In this role, he trained clients around the world on techniques for developing software applications using the firm's proprietary programming language and database tools. Mr. Larsen also served in various IT and sales positions at Sprint International and Intermedia Communications.

Mr. Larsen earned a B.B.A. degree in Computer Information Systems and Management from James Madison University in Harrisonburg, Pennsylvania.

EXHIBIT 10

Applicant's Statement of Technical Fitness

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

EXHIBIT 10

Statement Of Applicant's Technical Fitness

NRGing, LLC d/b/a NetGain Energy Advisors is an independent, start-up energy broker and consultant which will assist non-residential customers in the procurement of natural gas supplies. The founding partners of NRGing, LLC d/b/a NetGain Energy Advisors have a combined thirty (30) years in the provision of competitive telecom services to commercial and industrial clients, and will bring this expertise to the procurement of energy supply.

NRGing, LLC d/b/a NetGain Energy Advisors will offer non-residential customers natural gas brokering and consulting services to aid them in their choice of a supplier(s). NRGing, LLC d/b/a NetGain Energy Advisors will not serve residential customers.

NRGing, LLC d/b/a NetGain Energy Advisors will not take title to the natural gas, and will be solely compensated by the respective supplier or through a revenue share agreement with other brokers licensed in Pennsylvania. NRGing, LLC d/b/a NetGain Energy Advisors believes that it will be in the best interest of clients for the Company to forge partnerships with other seasoned and licensed Pennsylvania brokers in the initial stages of the Company's business development. Typically these partner relationships will have a defined percentage split of the compensation paid by the natural gas suppliers that are represented. The percentage splits will be determined by the level of involvement with the client of each party.

In discussions with prospective clients it is NRGing, LLC d/b/a NetGain Energy Advisors' full intent to share with the prospective client the fact that the Company will receive remuneration from the supplier (or other partner licensed broker) they select from the recommendations that have been made. NRGing, LLC d/b/a NetGain Energy Advisors will define for the prospective client that the Company is itself a licensed broker and as such works with a number of natural gas suppliers and partner licensed brokers to market their solutions.

NRGing, LLC d/b/a NetGain Energy Advisors will solicit Pennsylvania customers through the direct sales initiatives of both Peter Callowhill and James Larsen. Mr. Callowhill and Mr. Larsen have developed many business relationships directly with end-user commercial and industrial clients and will communicate directly with contacts within those companies. In addition, Mr. Callowhill and Mr. Larsen will develop partnership relationships with companies that assist clients with their power systems requirements, energy rate and bill audit requirements and, energy conservation initiatives. NRGing, LLC d/b/a NetGain Energy Advisors will be introduced to potential clients through these partnership relationships.

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

At a high level, NRGing, LLC d/b/a NetGain Energy Advisors will evaluate a customer's energy usage, obtain and evaluate supply offers and prices, review the best product type (e.g. variable, fixed, indexed or hybrid) to meet a client's needs, and recommend supply options to the customer that meets the customer's needs for budgetary control, risk tolerance, and energy portfolio diversity.

At a detailed level, NRGing, LLC d/b/a NetGain Energy Advisors' standard operating practice will be:

- Meet face-to-face with its clients,
- Discuss the client's current and future requirements,
- Secure a signed Letter of Agency (LOA),
- Review client's usage data for all pertinent location(s),
- Prepare a summary of the relevant information that had been gleaned from the client's usage and discussions,
- Secure supplier offers and prices for the required service and location(s),
- Create a written proposal that reviews the best product type (e.g. variable, fixed, indexed or hybrid) to meet a client's needs ,
- Assist the client in understanding the pros and cons of each option (if applicable),
- Provide guidance as to the supply option that meets the customer's needs for budgetary control, risk tolerance, and energy portfolio diversity solution(s) deemed to be the best choice,
- Serve as both a resource and point of escalation for subsequent communications with the selected supplier.

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

- Proposed staffing and employee training commitments.

The two Managers and Officers of the Applicant detailed in Exhibit 9 constitute the full company at the time of this filing. A third individual is being considered to build a consulting practice.

- Business plans.

See Exhibit 11 immediately following this page.

19. **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 2208(D). Transferee will be required to file the appropriate licensing application.

Applicant understands and agrees.

20. **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.

Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission.

21. **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 an annual basis no later than 30 days following the end of the calendar year.

Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 22 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive natural gas market.

Applicant understands and will comply as applicable.

22. **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.

Applicant understands and will comply as applicable.

23. **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.

Applicant understands and agrees.

24. **FEE:** The Applicant has enclosed the required initial licensing fee of \$350.00 payable to the Commonwealth of Pennsylvania.

Applicant: **NRGing, LLC d/b/a NetGain Energy Advisors**

By: **Peter Callowhill**

Title: **Manager and CEO**

Peter Callowhill
9/27/2010

EXHIBIT 11

Applicant's Business Plan

BUSINESS STRATEGY AND PLAN 2010

Emerging Energy Solutions

CORPORATE STRATEGY

Develop a Rock Solid Plan

- Initial funding by founders
- Build seasoned management team
- Immediately focus on revenue production
- Follow conservative, managed growth path
- Design short path to profitability
- Minimize capital risk
- Pursue established and large market

Implement Best Practices

- Focus on energy-intensive mid-market commercial and industrial accounts
- Provide direct consultative sales support
 - Face-to-face meetings held at customer premises
 - Collect Letter of Authorization (Agency?)
 - Provide clients with free reviews
 - Present solutions with overall analysis
- Capitalize on business & industry contacts
 - Present solutions with overall analysis
- Secure bank revolving line of credit prior to actual capital requirement

Implement Best Practices (cont.)

- Build annuity-based business model
- Develop portfolio of quality supplier and partner relationships
- Avoid dependence on single supplier or partner
- Provide customers with real choice
- Focus on automation from inception
- Closely monitor revenue to expense (R/E)

Market Changes Breed Opportunity

- Ever-changing energy landscape
 - Deregulation & regulatory issues continue
 - Markets and pricing continuously changes
- Confusion
 - Small staffs/scarce resources
- Huge customer need for assistance
 - Trusted advisor
 - Clarity

BUSINESS STRATEGY

Business Strategy

- Provide consultative solutions to businesses
 - Face-to-face representation
- Provide portfolio of supplier and partner services
 - Offer best-of-breed suppliers and partners
- Build a profitable annuity revenue stream
- Capitalize on extensive sales & management experience
 - Co-founders strong history of client acquisition

Competitive Advantage

- Neutrality
 - Unbiased & objective solutions
- Supplier selection
- Pricing acumen and flexibility
- Experience, knowledge & customer service focus
- Strategic partnerships
- Ability to scale based on automation of back-office

Conclusion

- Strategic focus on energy-intensive, mid-market commercial and industrial clients
- Proven sales & marketing success with substantial market opportunity
- Proven & committed management team
- Superior customer service

SALES STRATEGY

Market Advantages

- Specialized energy brokerage
 - Industrial
 - Commercial
- Current on changing market conditions
- No-obligation consultation
 - Review your energy profile
 - Recommend solutions
- Produce cost saving solutions specific for your organizations needs
 - Budget control
 - Risk tolerance
 - Portfolio diversity

It's Your Choice

- 13 states and DC have “deregulated” both their electric and gas markets
- End users have ability to choose their supplier
- Multiple high quality suppliers want your business
- Power solutions suppliers provide equipment and service options for your facility
- A variety of products and plans exist

How We Help

- Draw upon the latest data
 - Market research
 - Daily pricing
 - Knowledge of supplier contracts
- Introduction to key industry partners
- Review client support services

Competitive Services

- Electricity & Gas Supply Side Services
- Electricity Demand Side Management
- Market Based Rates
- Reduced Cost of Service Goal
- Economic Demand Response
- Protection Against Price Volatility

Business Methodology

- Evaluate
 - Your consumption, pricing, and supply contracts
- Assess
 - Your financial policies and risk tolerance
- Analyze
 - Various supplier options
- Recommend
 - Services that meet your needs

Business Methodology (cont.)

- Negotiate
 - A competitive energy supply contract
- Ensure
 - The solution is properly implemented
- Manage
 - Your solution against changing energy markets
- Monitor
 - Consumption for energy reduction opportunities, operational efficiency, and energy savings sustainability

CURRENT FINANCIALS

Current Financials

- \$50K of Bank Revolving Line of Credit Available
 - First Virginia Community bank
- Debt Free

SUMMARY

About Us

- Decades of utility experience
- History of success
 - Creative solutions
 - Innovative products
- Commercial and industrial business expertise
- Mission: deliver effective customer choice in energy procurement

EXHIBIT 12

Applicant's Signed and Notarized Affidavits

AFFIDAVIT

[Commonwealth/State] of Virginia :

: ss.

County of Fairfax :

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

[He/she is the Manager and CEO (Office of Affiant) of NRGing, LLC d/b/a NetGain Energy Advisors (Name of Applicant);

[That he/she is authorized to and does make this affidavit for said Applicant;]

That NRGing, LLC d/b/a NetGain Energy Advisors, the Applicant herein, acknowledges that [Applicant] 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 NRGing, LLC d/b/a NetGain Energy Advisors, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render natural gas supply 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 NRGing, LLC d/b/a NetGain Energy Advisors, 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 22 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of, 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 natural gas 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).

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 NRGing, LLC d/b/a NetGain Energy Advisors, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, and the standards and billing practices of 52 PA. Code Chapter 56.

APPLICATION OF NRGing, LLC d/b/a NETGAIN ENERGY ADVISORS

That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Commission's Office of Communications 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.

Peter Calloway
Signature of Affiant

Sworn and subscribed before me this 23 day of September, 2010.



Tracy L.S. Meredith
Signature of official administering oath — Notary Public

My commission expires Dec 31, 2011.

AFFIDAVIT

[Commonwealth/State] of Virginia :

ss.

County of Fairfax :

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

[He/she is the Manager and CEO (Office of Affiant) of NRGing, LLC d/b/a NetGain Energy Advisors (Name of Applicant);

[That he/she is authorized to and does make this affidavit for said Applicant;]

That NRGing, LLC d/b/a NetGain Energy Advisors, the Applicant herein certifies that it has caused the notice of the its license application to be published in the following newspapers on the week of October 3rd, 2010:

(date)

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.

A copy (noting the newspaper name and section name, number or letter) will be supplied subsequent to publishing.

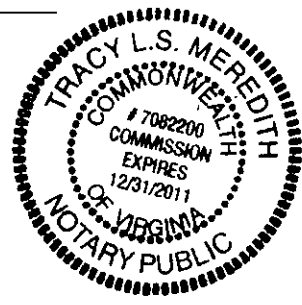
That NRGing, LLC d/b/a NetGain Energy Advisors, the Applicant will submit to the Commission the proof of publication from each newspaper in which notice of the application filing was published as soon as it is available.

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.

Peter Callowhill

Signature of Affiant

Sworn and subscribed before me this 23 day of September 2010



Tracy L.S. Meredith

Signature of official administering oath
Notary Public

My commission expires Dec 31, 2011

AFFIDAVIT

[Commonwealth/State] of Virginia :

: ss.

County of Fairfax :

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

[He/she is the Manager and CEO (Office of Affiant) of NRGing, LLC d/b/a NetGain Energy Advisors (Name of Applicant);

[That he/she is authorized to and does make this affidavit for said Applicant;]

That the Applicant herein NRGing, LLC d/b/a NetGain Energy Advisors has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa. C.S. §2208(c)(1).

That the Applicant herein NRGing, LLC d/b/a NetGain Energy Advisors has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

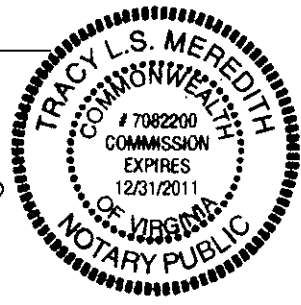
That the Applicant herein NRGing, LLC d/b/a NetGain Energy Advisors acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein NRGing, LLC d/b/a NetGain Energy Advisors 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.

Peter Callowhill

Signature of Affiant



Sworn and subscribed before me this 23 day of September, 2010.

Tracy L.S. Meredith

Signature of official administering oath
Notary Public

My commission expires Dec 31, 2011.

Appendix B

Not Applicable to Applicant

Page 1 of 2

Sample Disclosure Statement Format for Natural Gas Suppliers

This is an agreement for natural gas services, between NGS name and customer's name and full address.

Background

We at NGS Company Name are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC license number is A-110XXX.

- We set the prices and charges that you pay. The Public Utility Commission regulates distribution or delivery prices and services. The Federal Energy Regulatory Commission regulates interstate pipeline prices and services.
- If you ask us, we can bill you directly for our service.
- Right of Recision - You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure.

Definitions

- Interstate Pipeline Charges - Charges for moving natural gas to the distribution lines of a distribution company.
- Nonbasic Charges - Define each nonbasic service being offered.

Terms of Service

1. (a) **Basic Service Prices** - Itemize Basic Services you are billing for and their prices.

You will pay rate per (Mcf/Dth/ccf) for the commodity of natural gas.
Suppliers are to include any variable pricing conditions and limits, if charging a variable rate.

You will pay rate per (Mcf/Dth/ccf) for other natural gas service.
Suppliers are to include transmission service prices if billed.

- (b) **Nonbasic Service Prices** - Itemize Nonbasic Services you are offering and their prices.
2. **Length of Agreement**

You will buy your natural gas services for the above street address from company's name beginning date through date of expiration, if any.

3. **Special Terms and Conditions** - List and explain all that apply.
- Sign-up bonuses
 - Add-ons
 - Limited time offers
 - Other Sales Promotions
 - Exclusions

4. **Special Services** - Provide explanation of price, terms and conditions, including advanced metering deployment, applicable.

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5. **Penalties, Fees and Exceptions** - List any that apply including a late payment charge. The print size for this section must be larger than the print in the rest of the agreement.

6. **Cancellation Provisions** - This category may consist of both customer initiated cancellation provisions and supplier initiated cancellation provisions.

7. **Renewal Provision** - If this is a fixed term agreement with automatic renewal, explain the procedure here.

8. **Agreement Expiration/Change in Terms**

If you have a fixed term agreement with us and it is approaching the expiration date or if we propose to change our terms of service, we will send you written notice in each of our last three bills or in separate mailings before either the expiration date or the effective date of the changes. We will explain your options in these three advance notices.

9. **Dispute Procedures**

Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

10. **Contact Information**

Supplier Name: _____

Address: _____

Phone Number: _____

Internet Address: _____

Distribution Company Name: _____

Provider of Last Resort Name: _____

Address: _____

Phone Number: _____

Public Utility Commission (PUC)
Address: P.O. Box 3265 Harrisburg, PA 17105-3265

Natural Gas Competition Hotline Number: 1-888-xxx-xxxx

Universal Service Program Name: _____

Phone Number: _____

APPENDIX C

Applicant understands and will comply.

EXAMPLE FORM OF NOTICE

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

*Application of **Company Name** (d/b/a "**Trade Name**") For Approval To Offer, Render, Furnish Natural Gas Supply Services as a Marketer/Broker or Aggregator Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania, Docket No. **A-125XXX**.*

On **Month Date, Year, Company Name** filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, (2) a broker/marketer engaged in the business of supplying natural gas, and (3) an aggregator engaged in the business of providing natural gas supply services. **Company Name** proposes to sell natural gas and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Company Name** may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to **Company's Name** attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is **A-125XXX**.

By and through Counsel: Attorney's Name

Company Name
Address
Address
Phone
FAX

APPENDIX D

Applicant understands and will comply as applicable to a broker/marketer.

Standards of Conduct

- (1) The [natural gas distribution company] should apply its tariffs in a nondiscriminatory manner to its affiliate, its own marketing division and any nonaffiliate.
- (2) The [natural gas distribution company] should likewise not apply a tariff provision in any manner that would give its affiliate or division an unreasonable preference over other marketers with regard to matters such as scheduling, balancing, transportation, storage, curtailment, capacity release and assignment, or nondelivery, and all other services provided to its affiliated suppliers.
- (3) If a tariff provision is mandatory, the [natural gas distribution company] should not waive the provision for its affiliate or division absent prior approval of the Commission.
- (4) If a tariff provision is not mandatory or provides for waivers, the [natural gas distribution company] should grant the waivers without preference to affiliates and divisions or non-affiliates.
- (5) The [natural gas distribution company] should maintain a chronological log of tariff provisions for which it has granted waivers. Entries should include the name of the party receiving the waiver, the date and time of the request, the specific tariff provision waived and the reason for the waiver. Any chronological log should be open for public inspection during normal business hours.
- (6) The [natural gas distribution company] should process requests for transportation promptly and in a nondiscriminatory fashion with respect to other requests received in the same or a similar period. The [natural gas distribution company] should maintain a chronological log showing the processing of requests for transportation services. Any chronological log should be open for public inspection during normal business hours.
- (7) Transportation discounts and fee waivers and rebates provided to the [natural gas distribution company's] or its marketing affiliate's favored customers should be offered to other similarly situated

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customers and should not be tied to any unrelated service, incentive or offer on behalf of either the parent or affiliate. A chronological log should be maintained showing the date, party, time and rationale for the action. Any chronological log should be open for public inspection during normal business hours.

- (8) The [natural gas distribution company] should not disclose any customer proprietary information to its marketing affiliate or division, and to the extent that it does disclose customer information, it should contemporaneously provide this same information to other similarly situated marketers in a similar fashion so as not to selectively disclose, delay disclosure, or give itself or its affiliate any undue advantage related to the disclosure. A chronological log should be maintained showing the date, time and rationale for the disclosure. Any chronological log should be open for public inspection during normal business hours. A natural gas distribution company should not provide information received from non-affiliated customers or suppliers to its affiliated natural gas suppliers.
- (9) The [natural gas distribution company] should justly and reasonably allocate to its marketing affiliate or division the costs or expenses for general administration or support services.
- (10) The [natural gas distribution company] selling surplus gas supplies and/or upstream capacity on a short-term basis (as defined by the Federal Energy Regulatory Commission) to its affiliate should make supplies available to similarly situated marketers on a nondiscriminatory basis. The [natural gas distribution company] should not make any gas supplies and/or upstream capacity available through private disclosure to the [natural gas distribution company's] affiliate unless the availability is made simultaneously with public dissemination in a manner that fairly apprises interested parties of the availability of the gas supplies and/or upstream capacity. The [natural gas distribution company] should maintain a chronological log of these public disseminations. Any chronological log should be open for public inspection during normal business hours.
- (11) The [natural gas distribution company] should not condition or tie agreements to release interstate pipeline capacity to any service in which the [natural gas distribution company] or affiliate is involved.
- (12) The [natural gas distribution company] should not directly or by implication . . . represent to any customer, supplier or third party that

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an advantage may accrue to any party through use of the [natural gas distribution company's] affiliate or subsidiary.

- (13) The [natural gas distribution company] should establish and file with the Commission a complaint procedure for dealing with any alleged violations of any of the standards listed in paragraphs (1) through (12), this paragraph or paragraphs (14) and (15), excepting for paragraph (9), which should be exclusively under the purview of the Commission. These procedures should be developed in consultation with interested parties during consideration of any tariff guided by this section and §69.191 (relating to general). The Commission may expect establishment of a complaint procedure or other recordkeeping requirements if warranted by subsequent facts or circumstances.
- (14) The [natural gas distribution company] should keep a chronological log of any complaints, excepting paragraph (9), regarding discriminatory treatment of natural gas suppliers. This chronological log should include the date and nature of the complaint and the [natural gas distribution company's] resolution of it. Any chronological log should be open for inspection during normal business hours.
- (15) Parties alleging violations of these standards may pursue their allegations through the Commission's established complaint procedures. A complainant bears the burden of proof consistent with 66 Pa. C.S. (relating to Public Utility Code) in regard to the allegations.
- (16) Licensees shall provide accurate information about their natural gas supplier services using plain language and common terms. Where new terms are used, such terms must be defined again using plain language: Information should be provided in a format which will allow for comparison of the various natural gas supply services offered and the prices charged for each type of service.
- (17) Licensees shall provide notification of the change in conditions of service, intent to cease operation as a natural gas supplier, explanation of denial of service, proper handling of deposits and proper handling of complaints in accordance with Commission regulations where applicable.

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- (18) Licensees shall maintain the confidentiality of customers' historic payment information and right of access to their own load and billing information.
- (19) Licensees shall not discriminate in the provision of natural gas supply services as to availability and terms of service based on race, color, religion, national origin, sex, marital status, age receipt of public assistance income, and exercise of rights under the Consumer Credit Protection Act, 15 U. S. C. §§1691-1691f; Regulation B, 12 C.F.R. §§202-202.14.
- (20) Licensees will be responsible for any fraudulent deceptive or other unlawful marketing or billing acts performed by their agents or representatives. Licensee shall inform consumers of state consumer protection laws that govern the cancellation or rescission of natural gas supply service contracts. 73 P. S. §201-7.
- (21) The natural gas distribution company shall not give any affiliate or marketing division preference over a non-traditional affiliate in the provision of goods and services such as processing requests for information, complaints and responses to service interruptions. The natural gas distribution company shall provide comparable treatment without regard to a customer's chosen natural gas supplier.
- (22) No transaction between the natural gas distribution company and an affiliated natural gas supplier shall involve an anti-competitive cross-subsidy and all such transactions shall comply with applicable law.
- (23) Natural gas distribution company employees who have responsibility for operating the distribution system, including natural gas delivery or billing and metering, shall not be shared with an affiliated or divisional Supplier, and their offices shall be physically separated from the office(s) used by those working for the Supplier. Such natural gas distribution company employees may transfer to a Supplier provided such transfer is not used as a means to circumvent these interim standards of conduct. Any supplier shall have its own direct line management. Any shared facilities shall be fully and transparently allocated between the natural gas distribution company function and the Supplier function. The natural gas distribution company accounts and records shall be maintained such that the costs a Supplier incurs may be clearly identified.

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(24) (a) Neither the natural gas distribution company nor an affiliated or divisional Supplier may directly or by implication falsely and unfairly represent:

- that the Pa PUC jurisdictionally regulated services provided by the natural gas distribution company are of a superior quality when power is purchased from an affiliated or divisional Supplier; or
- that the merchant services (for natural gas) are being provided by the natural gas distribution company rather than an affiliated or divisional Supplier;
- that the natural gas purchased from a Supplier that is not an affiliate or division of the natural gas distribution company may not be reliably delivered;
- that natural gas must be purchased from an affiliate or divisional Supplier to receive Pa PUC jurisdictional regulated services.

(b) The natural gas distribution company shall not jointly market or jointly purchase its Pa PUC jurisdictional regulated services with the services of an affiliated or divisional Supplier. This prohibition includes prohibiting the natural gas distribution company from including bill inserts in its natural gas distribution company bills promoting an affiliated or divisional Supplier's services, and further precludes a reference or link from the natural gas distribution company's web-site to any affiliated or divisional supplier.

(c) When an affiliated or divisional Supplier markets or communicates to the public using the natural gas distribution company name or logo, it shall include a disclaimer that states:

- (i) That the Supplier is not the same company as the natural gas distribution company;
 - (2) that the prices of the Supplier are not regulated by the Pa PUC; and
 - (3) that a customer does not have to buy natural gas or other products from the Supplier in order to receive the same quality service from the natural gas distribution company.
- When a Supplier advertises or communicates verbally through radio or television to the public using the natural gas distribution company name or logo, the Supplier shall include at the conclusion of any

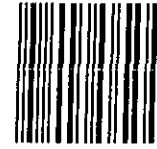
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such communication a disclaimer that includes all of the disclaimers listed in this paragraph.

- (25) The natural gas distribution company must: (a) make interstate capacity available for release, assignment, or transfer to its affiliated or divisional Supplier only through the interstate pipeline electronic bulletin boards and the competitive bidding procedures in place on those interstate systems; (b) not give its affiliated or divisional Supplier any preference over non-affiliated or non-divisional Suppliers, or potential non-affiliated or non-divisional Suppliers, in matters relating to the assignment, release, or other transfer of the natural gas distribution company's capacity rights on interstate pipeline systems; and (c) not condition or tie its agreement to release, assign, or otherwise transfer interstate pipeline capacity to any agreement by a gas Supplier, customer or other third party relating to any service in which its marketing affiliate is involved.



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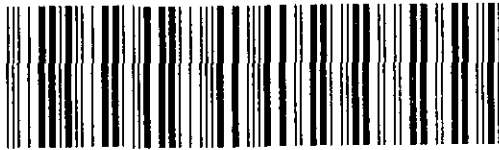
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