

Accenture, LLP

Data Request

1. Reference application, Section 1.e, Identification and Contact Information – Applicant failed to include an alternate contact for complaints and customer service. The application requires the full contact information for a primary and an alternate contact. Please provide an updated sheet to reflect both contacts. Please provide an original document by using the submission method listed above.

Alternate person responsible for addressing customer complaints:

Cobb Pearson  
Deregulated Energy Delivery Manager  
450 Old Peachtree Rd., Suite 103  
Suwanee, GA 30024  
Phone: 678-657-8108  
Email: c.c.pearson@accenture.com

2. Reference application, Section 2.b, Business Entity Filings and Registration – Applicant failed to list the names and addresses of their chief officers. Applicant also failed to provide their limited liability partnership formation documents and the application for formation documentation. Please provide an updated application page with the appropriate corrections. Please provide an original document by using the submission method listed above.

Accenture LLP has no officers, but only two partners. As instructed in our Application form, where a partner is not an individual, we are providing the nature of the partner are providing the names of the partners of the Applicant, together with officers of the partner that

The partners of Applicant are:

Accenture Inc., Managing Partner

Officers:

Jorge L. Benitez, President  
Karen L. Bowen, Vice President  
N. James Shachoy, Vice President  
Dina Eppley, Vice President  
Scott K. Ahlstrom, Treasurer  
Ronald J. Roberts, Secretary

Accenture LLC, General Partner

Accenture LLC has no officers

However, understanding the question as seeking information about the senior-most individuals (not entities) most closely associated with the operations for which Applicant is seeing this license, those individuals are listed, together with a description of their respective industry experience, in Exhibit A responses to Section 8 of the Application (Exhibit A attached here for convenience)

Regarding formation documents, we provided the Illinois Certificate of Limited Liability Partnership of the Applicant, together with the Partnership Agreement of the Applicant, and Applicant's Pennsylvania certificate of qualification to do business (each attached here and embedded below for convenience).



LLP Cert IL SoS  
7Feb2014.pdf



Partnership  
Agreement1Sept10.p



Accenture  
LLP\_PA.pdf

3. Reference application, Section 5, Compliance – Applicant has indicated “None”. But there appears to be numerous filings with several State Courts in which Applicant is listed as a party. Applicant must list and identify all such proceedings (active or closed within the last five years), by name, subject and citation; whether before an administrative body or in a judicial forum. Provide a statement as to

the resolution or present status of any such proceedings listed. Please also list any proceedings commencing more than five years ago that involve any current officers. Please provide an original document by using the submission method listed above. Applicant can elect to mark submitted information as confidential.

Attached as Exhibit B to this Data Request response is a list of litigation claims brought against Accenture LLP since September 2008, together with the disposition or current status of each.

4. Reference application, Section 7.d, Taxation – Applicant’s corporate box number was left blank on the Tax Certification Statement. Applicant will need to resubmit a fully completed Tax Certification Form, including the 7 digit Corporate Box Number or 10 digit Revenue ID Number in 7.C. Please provide an original document by using the submission method listed above. Applicant can elect to mark submitted information as confidential.

Attached to this Data Request response is a fully completed Tax Certification Form with Corporate Box Number.

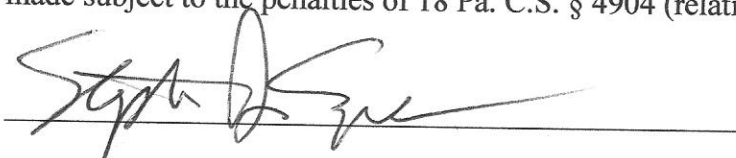
5. Reference application, Section 8.a, Technical Fitness – Please provide a company organizational chart. Please provide an original document by using the submission method listed above. Applicant can elect to mark submitted information as confidential.

Attached to this Data Request response as Exhibit C is a company organizational chart reflecting the reporting structure of the individuals identified in Exhibit A who are most closely associated with the operations for which Applicant is seeing this license.

6. Reference application, Affidavits – The Affidavits submitted are missing the Applicant’s name. These Affidavits are intended to be legally binding documents, so they must be correct in their entirety. Please provide an original document by using the submission method list above.

Since the Applicant Accenture LLP does not have officers itself, we completed the required affidavits (attached here for convenience) in the form we have used for permit bonds and other affidavits in other deregulated energy markets – having Accenture Inc. execute the affidavits as Managing Partner of the Applicant, noting in the signature block that the individual signing is signing in his role as Secretary of such Managing Partner.

I, Stephen D. Spears, Senior Offerings Counsel for Accenture LLP, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



A handwritten signature in black ink, appearing to read "Stephen D. Spears", is written over a horizontal line.

## Attachments to Section 8.

**Accenture LLP Application for Broker/Marketer of Electricity Services  
In The Commonwealth of Pennsylvania**

Applicant is a nationwide provider of outsourcing, technology and management consulting services. In December of 2013 Applicant acquired Procurian, Inc., parent company of Utilities Analyses Inc., now Utilities Analyses LLC ("UAL"), a licensed Pennsylvania electricity broker/marketer. Applicant will integrate the operations of UAL into Applicant's procurement services line of business, withdrawing UAL's license once Applicant is fully licensed to provide such energy broker/marketer services. Applicant intends to provide services helping commercial and industrial clients manage their supply side utility expenditures. In deregulated markets such as Pennsylvania, Applicant will assist its clients in procuring low cost supply when it is competitive with price-to-compare rates.

Listed below are resumes of key employees who will be engaged in the electricity broker/marketer operations of Applicant.

**Chad Gottesman**

**12/2013 – Current: Accenture LLP.** Mr. Gottesman leads Applicant's Global Energy Enterprise Management and Procurement team in helping clients to reduce their energy cost and consumption by combining and leveraging site-level energy data and proprietary market intelligence. As the Global Lead, he is responsible for driving the overall strategy, growth, and operations of the business.

**06/2011 – 12/2013: Procurian, Inc.** Mr. Gottesman was Head of Procurian Energy for Procurian, joining the company concurrent with Procurian's acquisition of Neuwing Energy Ventures in June 2013.

**04/2007 - 06/2013: Neuwing Energy Ventures.** Mr. Gottesman founded and served as CEO of Neuwing Energy Ventures, helping large commercial and industrial clients maximize their returns on energy efficiency and renewable energy investments.

**01/2001 – 04/2007: The Extraprise Group.** - As Chief Marketing Officer, Mr. Gottesman was responsible for all aspects of the company's go-to-market strategy including new service development, corporate and field marketing, inside sales, strategic alliance development, and public and analyst relations. Prior to holding this position, Mr. Gottesman led the Metro New York and Eastern regions and was directly responsible for the largest P&L in the company.

**05/1997 – 12/2000: GE Capital.** - as Director of the Global Sales Effectiveness Center of Excellence, Mr. Gottesman led the design, development, staffing, and operations of the Center and worked across over two dozen GE businesses to provide strategy, process, and technology solutions. While leading the Center, Mr. Gottesman completed a two-year executive development program sponsored by Gary Reiner (Global GE CIO). He was one of 40 executives selected across GE globally to participate in this program.

**10/1993 – 05/1997: Accenture.** - Mr. Gottesman held various project management positions at Accenture while working on global engagements for Fortune 500 clients focusing on sales, marketing, and customer service improvement.

Mr. Gottesman earned an MBA from Columbia Business School at Columbia University and a Bachelor of Science degree from the University of Albany.

**Raymond Culver III**

**12/2013 – Current: Accenture LLP.** Mr. Culver is the Applicant's Category Management Senior Manager, leading the Applicant's Energy Supply Services business in both regulated and deregulated markets globally.

**01/2013 – 12/2013: Procurian, Inc.** Mr. Culver served commercial and industrial energy users leading the Procurian's Energy Supply Services business in both regulated and deregulated markets globally.

**09/2010–12/2012: Constellation Energy.** - Mr. Culver had responsibility for providing their portfolio of products and services to large energy users assigned to National Accounts team.

**01/2006 - 07/2010: Fellon-McCord.** Mr. Culver was responsible for overall management of the Consulting business for the company when it was owned by Constellation Energy, and had responsibility for Operations, Client Management, and Sales after the Company was taken private.

**09/2001– 01/2006: Summit Energy.** Mr. Culver held Management positions in Global Energy Services and Energy Procurement

**01/1993–06/2000: Potash Corp.** Mr. Culver was responsible for Energy Procurement for seven energy-intensive ammonia plants at Potash, the largest global integrated fertilizer company.

Mr. Culver earned an MBA, and a Bachelor of Science degree, both from Christian Brothers University in Memphis, Tennessee.

### **Cobb Pearson**

**12/2013–Current: Accenture LLP.** Mr. Pearson is the Applicant's De-Regulated Energy Market Sourcing Lead. In this role he is responsible for Energy Procurement in all deregulated North American markets, including IL, in addition to market research, client reporting, risk management, and other client delivery functions.

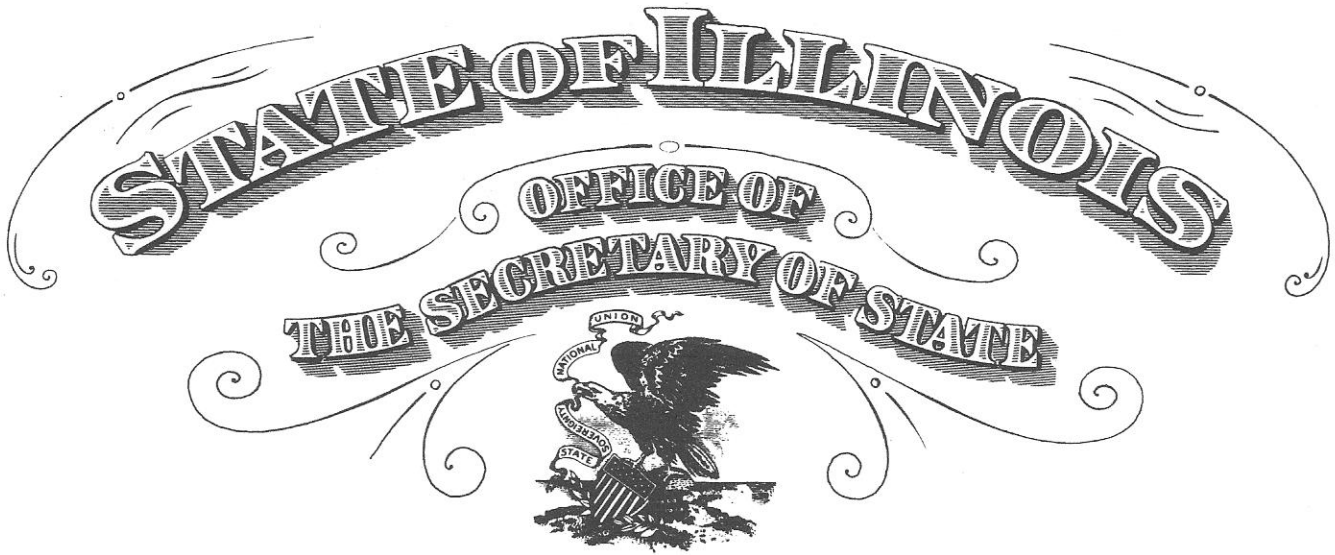
**03/2013 – 12/2013: Procurian.** Mr. Pearson served as the De-Regulated Energy Sourcing Lead for deregulated markets in North America.

**09/2007 – 02/2013: Cox Enterprises.** Served as the Energy Procurement Manager responsible for a \$110 million annual energy spend for subsidiaries including Cox Communications, Auto Trader.com, Cox Media Group (television, radio, newspaper), and Manheim Auto Auctions. Mr. Pearson supported numerous sustainability initiatives during his nearly six years at Cox, managed carbon footprint tracking efforts for all subsidiaries, and designed an Oracle-based Energy Dashboard and Data Warehouse which was internally built and is still in use today.

**11/2004 – 08/2007: Gas South.** – Served as the Mid Market Sales Manager, leading a 10-person sales team which focused on small industrials, restaurants, churches, dry cleaners, and other businesses.

**08/2002 – 11/2004 Southern Company.** – Served in sales and marketing roles including performing energy audits, conducting regulated rate studies, and eventually performing load forecasts for all new commercial properties in the Mobile division.

Mr. Pearson graduated from Georgia Tech with a degree in Industrial Engineering. He currently serves on the founding board of the Westside Atlanta Charter School.



*To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

ACCENTURE LLP, HAVING FILED A STATEMENT OF QUALIFICATION IN THE STATE OF ILLINOIS ON OCTOBER 23, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE UNIFORM PARTNERSHIP ACT (1997) OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY PARTNERSHIP IN THE STATE OF ILLINOIS, HAVING FULFILLED ALL REQUIREMENTS OF SAID ACT.



*In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of FEBRUARY A.D. 2014 .*

*Jesse White*

SECRETARY OF STATE

## ACCENTURE LLP

(a general partnership organized and existing  
as a registered limited liability partnership  
under the laws of the State of Illinois)

### PARTNERSHIP AGREEMENT

AS AMENDED AND RESTATED EFFECTIVE AS OF SEPTEMBER 1, 2010

The undersigned, in consideration of the mutual agreements herein contained, hereby agree as follows:

#### ARTICLE I

##### CONTINUATION OF PARTNERSHIP

1.1 **Continuation of Partnership.** This Partnership was originally organized under the laws of the State of Louisiana and, prior to September 1, 1989, was engaged in the management information consulting practice, public accounting and related areas. Since September 1, 1989 this Partnership has continued to carry on the practice of management consulting, technology and outsourcing services as a partnership governed by and existing under the laws of the State of Illinois, in such place or places in the United States and elsewhere as may be permitted by law and determined by the Partners. Since September 1, 1994, this Partnership has elected to continue as a form of general partnership known as a registered limited liability partnership in accordance with the Act. This Partnership shall continue until terminated or dissolved in the manner herein provided in Article XIII.

1.2 **Partnership Agreement.** Prior to the date hereof, the affairs of the Partnership were governed by the Prior Partnership Agreement. Accenture Inc. and Accenture LLC are, as of the date hereof, the only two Partners of this Partnership and do hereby amend and restate in its entirety the Prior Partnership Agreement of this Partnership. From and after the effective date of this Agreement as set forth above, this Agreement shall contain the entire understanding among the Partners and supersedes all prior written or oral agreements among them respecting the within subject matter, including, without limitation, the Prior Partnership Agreement.

#### ARTICLE II

##### PARTNERSHIP NAME

2.1 **Partnership Name.** The Partnership has previously been known as "Andersen Consulting." In connection with the Partnership's election to be organized as a registered limited liability partnership, effective as of September 1, 1994, the Partnership name was changed to "Andersen Consulting LLP", and effective with action taken as of December 28, 2000, the Partnership name was changed to "Accenture LLP."

2.2 **Rights to Name.** In the event of the resignation, removal, retirement or death of any of the Partners during the term of the Partnership, the resigned, removed, retired or deceased Partner shall have no interest in the Partnership name or any variation thereof and shall have no right to receive any payment therefor. No resigned, removed or retired Partner shall at any time use the Partnership name or any variation thereof.

### **ARTICLE III**

#### **DEFINITIONS**

Where used herein, or in any amendment hereto, the following terms shall, unless the context requires otherwise, have the following meanings, respectively:

***Accenture Inc.*** - The term "Accenture Inc." shall mean Accenture Inc., a Delaware corporation.

***Accenture LLC*** - The term "Accenture LLC" shall mean Accenture LLC, a Delaware limited liability company.

***Act*** - The term "Act" shall mean the Illinois Uniform Partnership Act (1997), as amended.

***Agreement*** - The term "Agreement" shall mean this Amended and Restated Partnership Agreement of the Partnership, as amended from time to time in accordance with the terms hereof.

***Code*** - The term "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and all published announcements, notices, rules, rulings and regulations thereunder.

***Effective Date*** - The term "Effective Date" shall mean September 1, 2010.

***Managing Partner*** - The term "Managing Partner" shall mean Accenture Inc. and any Managing Partner substituted therefor in accordance with the terms of this Agreement.

***Partner and Partners*** - The term "Partner" shall mean, at any time, any person or entity that has been admitted as a partner of the Partnership in accordance with the terms of this Agreement and at such time has not withdrawn or been removed as a Partner.

***Partnership*** - The term "Partnership" shall mean the Illinois general partnership organized and existing as a registered limited liability partnership under the laws of the State of Illinois referred to herein as "Accenture LLP" as such Partnership may from time to time be constituted.

***Partnership Interest*** - The term "Partnership Interest" shall mean the interest of a Partner in the Partnership at any particular time, including the right of such Partner to share profits, losses and cash flow and all other benefits to which such Partner may be entitled as provided in this Agreement and in the Act, together with the obligations of such Partner to comply with all

the terms and provisions of this Agreement and of the Act. The Partnership Interest of any Partner may be revised or adjusted at any time pursuant to Section 4.2.

**Prior Partnership Agreement** - The term "Prior Partnership Agreement" shall mean the partnership agreement of the Partnership as amended and restated effective May 11, 2001.

#### ARTICLE IV

##### CAPITAL STRUCTURE OF THE PARTNERSHIP

4.1 **Capital Contributions.** The Partners shall make capital contributions to the Partnership in such amounts and at such times as they shall mutually agree.

4.2 **Partnership Interest and Capital.** Upon the Effective Date of this Agreement, the Partnership Interest held by and the amount of capital contributed by (or credited to) each Partner shall be the same as under the Prior Partnership Agreement immediately prior to the Effective Date of this Agreement. The Partnership Interests of the Partners may be adjusted at or as of any time as shall be agreed upon by the Partners. Subsequent contributions and distributions of capital by the Partners and the Partnership, as applicable, and adjustments of the Partnership Interests of the Partners effected in accordance with the terms hereof, shall be noted in the Partnership's records at the direction of, and in such manner as determined by, the Managing Partner.

4.3 **Capital Account.** A separate capital account shall be established and maintained for each Partner in accordance with the Code and the regulations promulgated thereunder, including but not limited to the rules regarding the maintenance of partners' capital accounts set forth in Treasury Regulation Section 1.704-1. To the extent a Partner's capital account is greater than zero, such excess is hereinafter referred to as a "positive balance." To the extent that a Partner's capital account is less than zero, said amount is hereinafter referred to as a "deficit balance."

4.4 **Transferee.** The transferee of a Partnership Interest shall succeed to the portion of the capital of the transferor attributable to such transferred Partnership Interest of the transferor. Upon the withdrawal or removal of a Partner, the Partnership Interest held by such Partner shall be deemed automatically cancelled as of the effective time of withdrawal or removal.

#### ARTICLE V

##### ORGANIZATION PLAN

5.1 **Management of the Partnership; Managing Partner.**

(A) Subject to and limited by the provisions of this Agreement, the Managing Partner shall have the exclusive right to manage the business of the Partnership, and shall have all powers and rights necessary, appropriate or advisable to effectuate and carry out the purposes and business of the Partnership and, in general, all powers permitted to be exercised by a general partner under the laws of the State of Illinois. The Managing Partner shall have and may



exercise such rights, powers and authority without the consent or approval of any other Partner except as to such matters for which the consent or approval of other Partners is expressly required by the terms of this Agreement.

(B) As of the date of this Agreement, Accenture Inc. is the Managing Partner of the Partnership. A Partner may from time to time be substituted as Managing Partner upon the affirmative vote of all of the Partners.

(C) The Managing Partner may appoint, employ, or otherwise contract with any persons or entities for the transaction of the business of the Partnership or the performance of services for or on behalf of the Partnership, and the Managing Partner may delegate to any such person or entity such authority to act on behalf of the Partnership as the Managing Partner may from time to time deem appropriate.

(D) Except as provided in Sections 5.2 and 5.3 below, no employee of the Partnership, in his or her status as such, shall have the right to take part in the management or control of the business of the Partnership or to act for or bind the Partnership or otherwise to transact any business on behalf of the Partnership .

## 5.2 Officers of the Partnership.

(A) The Managing Partner may in its sole and absolute discretion designate any one or more individuals (who may but need not be officers of the Managing Partner or Partners of the Partnership) as officers of the Partnership (and as agents of the Managing Partner and the Partnership for this purpose), with such titles as determined by the Managing Partner in its sole and absolute discretion, and with authority to act on behalf of the Partnership in the conduct of the Partnership's business in the same manner and to the same extent as the Managing Partner itself, or subject to such limitations on such authority as may be determined by the Managing Partner. The appointment of any officer and any limitations on the authority of any such officer shall be set forth in a written designation signed by the Managing Partner and maintained in the records of the Partnership. In addition, the Managing Partner may, but shall not be required to, file with the Illinois Secretary of State, or with any other state or other governmental official or office as the Managing Partner considers appropriate, such designation of officers and/or any statement of authority, or similar documentation, evidencing or confirming such designation of officers.

(B) Any officer (subject to any contract rights available to the Partnership, if applicable) may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Managing Partner. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, at any time by the Managing Partner in its discretion; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the individual so removed. Designation of an officer shall not of itself create contract rights. Any vacancy occurring in any office of the Partnership may be filled by the Managing Partner and shall remain vacant until filled by the Managing Partner.

5.3 **Committees; Delegation of Authority and Duties.** The Managing Partner may, from time to time, designate one or more committees. Any such committee, to the extent authorized in writing by the Managing Partner, shall have and may exercise all of the authority of the Managing Partner, subject to such limitations on such authority as may be determined by the Managing Partner. Unless otherwise noted in a written authorization of the Managing Partner, at every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum, and the affirmative vote of a majority of the members of such committee present at such meeting shall be necessary for the adoption of any resolution or decision. The Managing Partner may dissolve any committee at any time.

5.4 **Exculpation.** No officer, Managing Partner, or member of any committee formed pursuant to Section 5.3 above shall be liable to the Partnership or any Partner for any loss suffered by the Partnership or any Partner unless such loss is caused by such Person's gross negligence, willful misconduct, violation of law or material breach of this Agreement. The officers, Managing Partner or member of any committee formed pursuant to Section 5.3 above shall not be liable for errors in judgment or for any acts or omissions that do not constitute gross negligence, willful misconduct, violation of law or material breach of this Agreement. Any officer, Managing Partner or member of any committee formed pursuant to Section 5.3 above may consult with counsel and accountants in respect of Partnership affairs, and provided such person acts in good faith reliance upon the advice or opinion of such counsel or accountants, such person shall not be liable for any loss suffered by the Partnership or Partner in reliance thereon.

5.5 **Meetings of the Partners.** Meetings of the Partners may be called at any time by any Partner. Written notice of the time, date and place of each such meeting shall be given to every Partner by personal delivery or by sending it by mail, telegram, cable, electronic or facsimile transmission at least five days prior to the date of the meeting. If such a meeting is called, all Partners shall be invited to attend.

## **ARTICLE VI**

### **ADMISSION OF PARTNERS**

The Managing Partner shall have the right to admit additional Partners upon such terms and conditions, at such time or times, and for such capital contributions as shall be agreed upon by all of the Partners.

## **ARTICLE VII**

### **REMOVAL AND WITHDRAWAL OF PARTNERS**

7.1 **Removal.** Any Partner may be removed from partnership in the Partnership with or without cause by written decision of the Managing Partner. Written notice of such removal must be given to such Partner stating the date upon which such removal shall thereafter become effective. On and from the date so fixed, such removed Partner shall cease to be a Partner in the Partnership, and shall be deemed to be a removed Partner and shall have no right, title or interest in the Partnership and no right to allocations of profits or losses or distributions of cash flow

except (i) for the return of such removed Partner's capital, without the payment of interest, as may be determined by the Managing Partner, but in any event within 2 months following the effective date of removal, and (ii) as may be agreed upon between the Managing Partner and the removed Partner.

7.2 **Withdrawal.** No Partner shall have the right to withdraw from the Partnership except with the consent of the Managing Partner and upon such terms and conditions as may be specifically agreed upon between the Managing Partner and the withdrawing Partner. On and from the date of a Partner's withdrawal, such withdrawn Partner shall cease to be a Partner in the Partnership, and shall be deemed a withdrawn Partner and shall have no right, title or interest in the Partnership and no right to allocations of profits or losses or distributions of cash flow, except for the return of such withdrawn Partner's capital, without the payment of interest, as may be determined by the Managing Partner, but in any event within 2 months following the effective date of withdrawal.

## **ARTICLE VIII**

### **VOTING BY PARTNERS AND DECISIONS OF PARTNERSHIP**

Each Partner shall have a vote, in proportion to the Partnership Interests held by the Partners, on any matters, decisions or determinations presented to or requiring a decision or determination by the Partners of the Partnership. No other person, firm, entity, trust, estate or corporation entitled to or interested in the capital or net income of the Partnership who is not a Partner of the Partnership shall be entitled to vote on any such matters, decisions or determinations. Except as expressly provided otherwise herein, the affirmative vote of all Partners shall be required in order to approve or make any matter, decision or determination requiring approval of the Partners. A merger, consolidation, combination, restructuring, change of domicile or conversion involving the Partnership or a dissolution of the Partnership must be approved by the affirmative vote of all Partners. Any approval, action, decision or determination by the Partners may be made or effected by electronic means or the written consent of Partners holding the Partnership Interests that are required to give, take or make such approval, action, decision or determination.

## **ARTICLE IX**

### **INTEREST IN PARTNERSHIP NOT ASSIGNABLE**

9.1 **Transfer Restrictions.** No Partner may sell, assign, pledge or otherwise transfer or encumber (collectively "**transfer**") all or any part of such Partner's Partnership Interest in the Partnership, nor shall any Partner have the power to substitute a transferee in his place as a substitute Partner, without, in either event, having obtained the prior written consent of the Managing Partner, which consent may be given or withheld in its sole discretion.

9.2 **Managing Partner.** The Managing Partner may not transfer all or any part of its interest in the Partnership (except to any affiliate), nor shall the Managing Partner have the power to substitute a transferee in its place as a substitute Managing Partner, without, in either event, having obtained the consent of all Partners other than the transferor Managing Partner.

## ARTICLE X

### ALLOCATIONS AND DISTRIBUTIONS.

Distributions of cash or other assets of the Partnership shall be made at such times and in such amounts as the Partners may jointly determine. To the extent distributions are not made to (and profits and losses allocated among) Partners pro rata in accordance with their Partnership Interests, the distributions may result in the Partnership Interests of the Partners being adjusted to take account of such non pro rata distributions if, and to the extent agreed upon, by all of the Partners.

## ARTICLE XI

### RETURN OF CAPITAL AND FINAL DISSOLUTION

No Partner has the right to receive, and the Partners shall jointly have the discretion to make, any distributions to a Partner that include a return of all or any part of such Partner's capital contribution, provided that upon the dissolution of the Partnership, the assets of the Partnership shall be distributed as provided in Section 807 of the Act (or any corresponding provision of the Act as it may be amended or of any replacement act) to the Partners with positive balance in their capital accounts, pro rata in accordance with such positive balances.

## ARTICLE XII

### NOTICES UNDER THIS AGREEMENT

Any notice required by this Agreement to be given by the Partnership shall be in written form signed by a person or persons duly authorized to sign for the Partnership and any notice required by this Agreement to be given by a Partner to the Partnership or by a Partner to the other Partners shall be in written form signed by such Partner. Any such notice so required to be given, and any other notice desired to be given by the Partnership or by a Partner and in such written form and so signed, shall be deemed to have been given when either delivered in person or sent by registered mail, postage prepaid, or by telegram, cable, electronic or facsimile transmission.

## ARTICLE XIII

### VOLUNTARY DISSOLUTION

The Partnership shall be dissolved and its affairs wound up and terminated upon the determination of all Partners to dissolve the Partnership.

## ARTICLE XIV

### NO INVOLUNTARY DISSOLUTION OR TERMINATION

One of the principal purposes of this Agreement is to protect the Partnership against the usual incidents and consequences which ensue upon the resignation, removal, retirement or death

of a partner, the transfer by a Partner of his or its interest in the Partnership, the admission of a new Partner, or similar events. Accordingly, it is hereby agreed among the Partners that the dissolution and/or termination of the Partnership can be effected only in accordance with and subject to the terms of Article XIII and that none of the following events shall constitute a dissolution or termination of the Partnership: (a) removal of a Partner, (b) death of a Partner, (c) bankruptcy of any Partner, (d) admission of a new Partner, (e) retirement or resignation of a Partner, (f) assignment or transfer by a Partner of his or its interest in the Partnership, (g) incapacity, lunacy or insanity of any Partner, (h) termination of interest in the Partnership by any Partner or person who was a Partner, (i) change of interest or units of participation in the Partnership, (j) inactive status of a Partner, or (k) any other event except voluntary dissolution pursuant to Article XIII.

#### ARTICLE XV

#### GOVERNING LAW

The laws of the State of Illinois shall govern, control and determine all questions arising under this Agreement, as well as the interpretation of the provisions and validity hereof.

#### ARTICLE XVI

#### INTERPRETATION REGARDING PRIOR PARTNERS AND PARTNERSHIP AGREEMENTS

Since this Agreement amends and restates the Prior Partnership Agreement in its entirety, the Prior Partnership Agreement, from and after the Effective Date hereof shall be no longer of any force or effect, except that no resigned, removed or retired individual partners or estate of any deceased partner, shall be deprived of any benefit acquired under the partnership agreement of the Partnership as in effect at the time of such partner's resignation, removal, death or retirement, as and if applicable.

#### ARTICLE XVII

#### AMENDMENTS

This Agreement may be amended from time to time only upon the approval of all Partners.

#### ARTICLE XVIII

#### ARBITRATION

Any and all disputes which cannot be settled amicably, including any ancillary claims of any Partner, arising out of or in connection with this Agreement (including the validity, scope and enforceability of this arbitration provision) shall be finally settled by arbitration conducted by a single arbitrator in Chicago, Illinois. The proceedings shall be conducted pursuant to the then existing Commercial Arbitration Rules of the American Arbitration Association. If the parties to the dispute fail to agree on the selection of an arbitrator within thirty days of the

request for arbitration, any party may apply to the American Arbitration Association to make the appointment. The parties hereby express their wish that the decision of the arbitrator be rendered as promptly as possible.

The arbitrator shall be a lawyer and shall conduct the proceedings in the English language. The arbitrator shall decide in accordance with the terms of this Agreement. In interpreting the provisions of this Agreement, the arbitrator shall apply the substantive law of the State of Illinois and the United States of America.

## ARTICLE XIX

### MISCELLANEOUS

19.1 **Severability**. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected.

19.2 **Parties Bound**. Any person acquiring or claiming an interest in the Partnership, in any manner whatsoever, shall be subject to and bound by all terms, conditions and obligations of this Agreement to which his or its predecessor in interest was subject or bound, without regard to whether such person has executed a counterpart hereof or any other document contemplated hereby. No person, including the legal representative, heir or legatee of a deceased Partner, shall have any rights or obligations greater than those set forth in this Agreement and no person shall acquire an interest in the Partnership or become a Partner thereof except as permitted by the terms of this Agreement. This Agreement shall be binding upon the parties hereto, their successors, heirs, devisees, assigns, legal representatives, executors and administrators.

19.3 **Additional Documents and Acts**. In connection with this Agreement as well as all transactions contemplated by this Agreement, each party hereto shall execute and deliver such additional documents and instruments, and perform such additional acts, as any other party hereto may reasonably deem necessary or desirable from time to time to effectuate, perform and evidence all of the terms, provisions and conditions of this Agreement and all such transactions.

19.4 **Benefit**. Nothing contained herein, express or implied, is intended to confer upon any person other than the parties hereto and their respective successors and permitted assigns any rights or remedies under or by reason of this Agreement.

19.5 **Waiver**. The failure to insist upon strict enforcement of any of the provisions of this Agreement or of any agreement or instrument delivered pursuant hereto shall not be deemed or construed to be a waiver of any such provision, nor to in any way affect the validity of this Agreement or any agreement or instrument delivered pursuant hereto or any provision hereof or the right of any party hereto to thereafter enforce each and every provision of this Agreement and each agreement and instrument delivered pursuant hereto. No waiver of any breach of any of the provisions of this Agreement or any agreement or instrument delivered pursuant hereto shall be effective unless set forth in a written instrument executed by the party against which enforcement

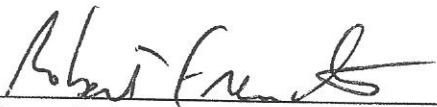
of such waiver is sought, and no waiver of any such breach shall be construed or deemed to be a waiver of any other or subsequent breach.

19.6 **Headings and Gender.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision. Unless the context clearly indicates the contrary, wherever a personal pronoun in the masculine gender appears in this Agreement, it shall be deemed to include the feminine and neuter gender.

19.7 **Counterparts.** This Agreement may be executed in multiple counterparts with separate signature pages, each such counterpart shall be considered an original, but all of which together shall constitute one and the same instrument.

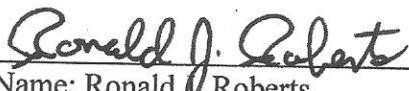
**IN WITNESS WHEREOF**, this Agreement has been duly approved and adopted by the Partners of the Partnership of Accenture LLP effective as of September 1, 2010.

**ACCENTURE INC.**

By:   
Name: Robert N. Frerichs  
Title: President

**ACCENTURE LLC**

By: Accenture Sub Inc.,  
sole member of Accenture LLC

By:   
Name: Ronald J. Roberts  
Title: Secretary of Accenture Sub Inc.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

May 2, 2014

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY, That from an examination of the indices and Records of this Department, it appears that on October 26, 2000, an Application for Registration was filed pursuant to the laws of the Commonwealth of Pennsylvania, whereby ACCENTURE LLP is duly qualified as a Foreign Limited Liability Limited Partnership under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY, That this shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

A handwritten signature in cursive script, appearing to read "Carol Aichele".

Secretary of the Commonwealth

Certificate Number: 11811815-1

Verify this certificate online at <http://www.corporations.state.pa.us/Corp/SOSKB/verify.asp>



**ACCENTURE LLP**  
**FY2009-FY2014**

Below is a list of U.S. litigation proceedings in the past 5 years where Accenture was a defendant.

Gildner, et al. ex rel. State of Ohio v. Accenture, LLP; (Court of Common Pleas, Montgomery County – 2005-CV-7718); October 2005 – SUMMARY JUDGMENT UPHeld ON APPEAL.  
U.S. ex rel. and Peter M. Elms v. Accenture LLP; (U.S. District Court of Maryland – 8:04-CV-04077-RWT); August 2006 - RESOLVED

Erie Indemnity Company v. Accenture LLP (Erie Common Pleas Court, Pennsylvania – No. 10378-2007); December 2006 - RESOLVED

United States of Americas ex rel. Norman Rille and Neal Roberts v. Accenture et al.; (U.S. District Court for the Eastern District of Arkansas – No. 4:04CV00985); April 2007 - RESOLVED

State of Connecticut v. Accenture LLP; (Hartford Superior Court); September 2007 - RESOLVED

Valenzuela v. Accenture Insurance Services, LLC et al.; (U.S. District Court of Dallas County, Texas – 08-04657); April 2008 - RESOLVED

Wellogix, Inc. v. Accenture LLP, et al.; (District Court of Galveston County, Texas – 08- cv0287); April 2008 - RESOLVED

AOL LLC v. Accenture LLP and AOL LLC v. Accenture LLP and Accenture Ltd.; (Circuit Court for Fairfax County, Virginia – 2008-9321 and 2008-9322); July 2008 - RESOLVED

Chrysler, LLC v. Accenture and Accenture LLP; (Michigan State Court – 08-094069); August 2008 - RESOLVED

Guidewire Software Inc. v. Accenture Global Services GmbH and Accenture LLP (U.S. District Court for the District of Delaware – 07-826); February 2009 - RESOLVED

AOL LLC v. Accenture LLP and AOL LLC v. Accenture LLP and Accenture Ltd. (Circuit Court for Fairfax County, Virginia – 2009-16572 and 2009-16573); November 2009 - RESOLVED

Sky Technologies LLC v. Accenture LLP et al.; (U.S. District Court for the Eastern District of Texas – 10-211); July 2010 - RESOLVED

Yue v. Accenture plc et al.; (U.S. District Court for the Northern District of California – 10-03634); August 2010 - DISMISSED

Wellogix Inc. v. Accenture and SAP America, Inc.; (U.S. District Court for the Southern District of Texas – 4:10-CV-012224); September 2010 – STAYED SINCE JANUARY 2011 DUE TO REVIEW BY THE PATENT & TRADEMARK OFFICE

Parallel Iron, LLC v. Accenture, Inc. and Accenture PLC (U.S. District Court for the District of Delaware – No. 12-917); July 2012 - DISMISSED

Partner Services, Inc. v. Avanaade, Inc. (U.S. District Court for the Northern District of Georgia – No. 13-CV-00001-AT); January 2013 - RESOLVED

Jeffrey Downs d/b/a Downs and Associates v. Accenture LLP; (North Carolina Superior & District Court - 13-CVS-000324); February 2013 - RESOLVED

Robert A. Knox and Jewel K. Knox v. Zenta Recoveries d.b.a. Zenta Global, et al. (U.S. District Court for the Southern District of Ohio – No. 13-CV-271); April 2013 - RESOLVED  
Sean Joplin v. Asset Acceptance et al.; (Northern District of Oklahoma – 4:13-CV-00742-GKF-PJC); April 2014 - RESOLVED

**Appendix F**

**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.

Accenture LLP	2. BUSINESS PHONE NO. (312) 693-0229 CONTACT PERSON(S) FOR TAX ACCOUNTS: Timothy P. O'Neil
3. TRADE/FICTITIOUS NAME (IF ANY) <span style="float:right">(not applicable)</span>	

4. LICENSED ADDRESS (STREET, RURAL ROUTE, P.O. BOX NO.) (POST OFFICE) STATE (ZIP)  
 161 North Clark St., Chicago, IL 60601

5. TYPE OF ENTITY  SOLE PROPRIETOR  PARTNERSHIP  CORPORATION  
 LLC  OTHER (Describe...)

6. LIST OWNER(S), GENERAL PARTNERS, OR CORPORATE OFFICERS(S)

Accenture Inc., Managing Partner	SOCIAL SECURITY NUMBER (OPTIONAL)  _ _ _ _  -  _ _ _  -  _ _ _ _ _
Accenture LLC, General Partner	SOCIAL SECURITY NUMBER (OPTIONAL)  _ _ _ _  -  _ _ _  -  _ _ _ _ _
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)  _ _ _ _  -  _ _ _  -  _ _ _ _ _
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)  _ _ _ _  -  _ _ _  -  _ _ _ _ _
NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)  _ _ _ _  -  _ _ _  -  _ _ _ _ _

7. LIST THE FOLLOWING STATE & FEDERAL TAX IDENTIFICATION NUMBERS (ALL ITEMS A,B, & C MUST BE COMPLETED)  
 Applicant must provide explanation if submitting N/A for any items  
 Item A - Designated by the Pennsylvania Department of Revenue.  
 Item B - Designated by the Internal Revenue Service.  
 Item C - Designated by the Pennsylvania Department of Revenue. The Corporate Box number may also be referred to as the Corporate Account number.

<p><b>A. SALES TAX LICENSE (8 DIGITS)</b></p> <table style="width:100%;"> <tr> <td style="width:10%;">5</td><td style="width:10%;">1</td><td style="width:10%;">-</td><td style="width:10%;">1</td><td style="width:10%;">2</td><td style="width:10%;">0</td><td style="width:10%;">7</td><td style="width:10%;">8</td><td style="width:10%;">-</td><td style="width:10%;">4</td> <td style="width:10%;">APPLICATION PENDING <input type="checkbox"/></td> <td style="width:10%;">N/A <input type="checkbox"/></td> </tr> </table>	5	1	-	1	2	0	7	8	-	4	APPLICATION PENDING <input type="checkbox"/>	N/A <input type="checkbox"/>	<p><b>C. CORPORATE BOX NUMBER (7 DIGITS)</b></p> <table style="width:100%;"> <tr> <td style="width:10%;">2</td><td style="width:10%;">4</td><td style="width:10%;">0</td><td style="width:10%;">9</td><td style="width:10%;">6</td><td style="width:10%;">5</td><td style="width:10%;">4</td> <td style="width:10%;">APPLICATION PENDING <input type="checkbox"/></td> <td style="width:10%;">N/A <input type="checkbox"/></td> </tr> </table>	2	4	0	9	6	5	4	APPLICATION PENDING <input type="checkbox"/>	N/A <input type="checkbox"/>
5	1	-	1	2	0	7	8	-	4	APPLICATION PENDING <input type="checkbox"/>	N/A <input type="checkbox"/>											
2	4	0	9	6	5	4	APPLICATION PENDING <input type="checkbox"/>	N/A <input type="checkbox"/>														
<p><b>B. EMPLOYER ID (EIN) (9 DIGITS)</b></p> <table style="width:100%;"> <tr> <td style="width:10%;">7</td><td style="width:10%;">2</td><td style="width:10%;">-</td><td style="width:10%;">0</td><td style="width:10%;">5</td><td style="width:10%;">4</td><td style="width:10%;">2</td><td style="width:10%;">9</td><td style="width:10%;">0</td><td style="width:10%;">4</td> <td style="width:10%;">APPLICATION PENDING <input type="checkbox"/></td> <td style="width:10%;">N/A <input type="checkbox"/></td> </tr> </table>	7	2	-	0	5	4	2	9	0	4	APPLICATION PENDING <input type="checkbox"/>	N/A <input type="checkbox"/>										
7	2	-	0	5	4	2	9	0	4	APPLICATION PENDING <input type="checkbox"/>	N/A <input type="checkbox"/>											

8. Do you have PA employees; resident or non-resident? X YES  NO

9. Do you own any assets or have an office in PA? X YES  NO

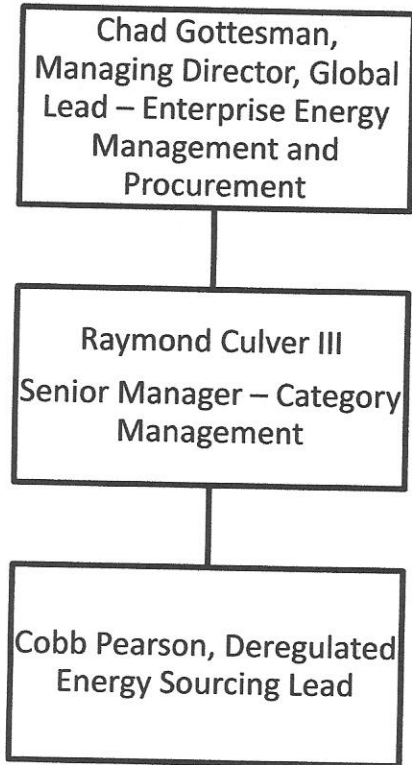
NAME AND PHONE NUMBER OF PERSON(S) RESPONSIBLE FOR FILING TAX RETURNS

PA SALES AND USE TAX Paul Ellsworth PHONE 312-693-7068	EMPLOYER TAXES Wendy Boverini PHONE 312-693-2135	CORPORATE TAXES Mercedes Muro PHONE 925-974-5210
--------------------------------------------------------------	--------------------------------------------------------	--------------------------------------------------------

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)

**Organizational Chart**

The corporate organizational chart below outlines the key employees who will be engaged in the electricity broker/marketer operations of Applicant as listed in Exhibit A above.



Appendix A

APPLICATION AFFIDAVIT

State of Illinois :

ss.

County of Cook:

Accenture Inc., Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

It is the Managing Partner of Accenture LLP ("Applicant");

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

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

That the Applicant herein Accenture LLP has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Accenture LLP 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 Accenture LLP 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.

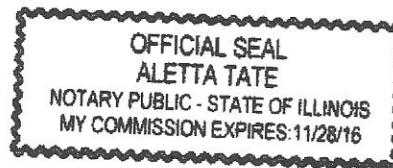
ACCENTURE INC.  
(Affiant)

By: Ronald J. Roberts  
Ronald J. Roberts, Secretary, Accenture Inc.

Sworn and subscribed before me this 22 day of May, 2014.

[Signature]  
Signature of official administering oath

My commission expires 11/28/16



Appendix B

OPERATIONS AFFIDAVIT

State of Illinois:

: ss.

County of Cook:

Accenture Inc., Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

It is the Managing Partner of Accenture LLP;

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

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

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

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

**Appendix B (Continued)**

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

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

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

ACCENTURE INC.  
(Affiant)

By: Ronald J. Roberts  
Ronald J. Roberts, Secretary, Accenture Inc.

Sworn and subscribed before me this 22 day of May, 2014.

[Signature]  
Signature of official administering oath

My commission expires 11/28/16.

