



December 10, 2015

Pennsylvania Public Utility Commission  
Secretary  
400 North Street, Keystone Building  
Harrisburg, PA 17120

To Whom It May Concern:

Enclosed please find a completed and executed Electric Generation Supplier (EGS) License Application Package for National Gas & Electric, LLC to become an electricity supplier in the Commonwealth of Pennsylvania.

The surety bond, \$350.00 application fee and confidential documents have been submitted via FedEx.

We believe that the Application is complete in all respects. If you have any questions, please do not hesitate to contact me for clarification.

Respectfully submitted,

A handwritten signature in blue ink that reads "Todd Gibson".

Todd Gibson  
Executive Vice President and CFO  
National Gas & Electric, LLC

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of National Gas & Electric, LLC, d/b/a \_\_\_\_\_, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) [as specified in item #4b below] to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

### 1. IDENTIFICATION AND CONTACT INFORMATION

- a. **IDENTITY OF THE APPLICANT:** Provide name (including any fictitious name or d/b/a), primary address, web address, and telephone number of Applicant:

National Gas & Electric, LLC  
12140 Wickchester Lane, Suite 100 Houston, TX 77079  
www.NGandE.com  
888-442-0002

- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.

CSC-Lawyers Incorporating Service (Corporation Service Company)  
2595 Interstate Drive, Suite 103  
Harrisburg PA 17110  
866 403 5272

- c. **REGULATORY CONTACT:** Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application should be addressed.

Gary Lancaster, Assistant General Counsel  
12140 Wickchester Lane, Suite 100 Houston, TX 77079  
P: 888-442-0002 F: 346-207-3890  
GLancaster@NGandE.com

- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

National Gas & Electric, LLC will be using in-house counsel:  
Gary Lancaster, Assistant General Counsel  
12140 Wickchester Lane, Suite 100, Houston, TX 77079  
Ph: 888-442-0002 F: 346-207-3890

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: (Required of ALL Applicants)** Provide the name, title, address, telephone number, FAX number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed EGSs.

David Hennekes, Vice President  
12140 Wickchester Lane, Ste. 100, Houston, TX 77079  
P: 888-442-0002 F: 346-207-3890  
DHennekes@NGandE.com

Paul Konikowski, Vice President  
12140 Wickchester Lane, Ste. 100, Houston, TX 77079  
P: 888-442-0002 F: 346-207-3890  
PKonikowski@NGandE.com

## 2. BUSINESS ENTITY FILINGS AND REGISTRATION

a. **FICTITIOUS NAME:** *(Select appropriate statement and provide supporting documentation as listed.)*

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

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

**OR**

The Applicant will not be using a fictitious name.

b. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

*(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)*

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.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- \* If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

**OR**

The Applicant is a:

- domestic corporation (15 Pa. C.S. §1308)
- 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 (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.
- Give name and address of officers.

### 3. AFFILIATES AND PREDECESSORS

*(both in state and out of state)*

- a. **AFFILIATES:** Give name and address of any affiliate(s) currently doing business and state whether the affiliate(s) are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.

National Gas & Electric, LLC does not have any affiliates doing business in Pennsylvania

- b. **PREDECESSORS:** Identify the predecessor(s) of the Applicant and provide the name(s) under which the Applicant has operated within the preceding five (5) years, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

National Gas & Electric, LLC does not have any predecessors that have done business in Pennsylvania.

#### 4. OPERATIONS

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

Definitions

- Supplier – an entity that sells electricity to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC.
- Aggregator - an entity that purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of electric energy but does not take title to electric energy.

The Applicant is presently doing business in Pennsylvania as a

- municipal electric corporation
- electric cooperative
- local gas distribution company
- provider of electric generation, transmission or distribution services
- broker/marketer engaged in the business of supplying electricity services
- Other; Identify the nature of service being rendered.

**OR**

The Applicant is not presently doing business in Pennsylvania.

b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a *(may check multiple)*:

- Generator of electricity
- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
  - Check here to verify that your organization will not be taking title to the electricity nor will you be making payments for customers.
- Electric Cooperative and supplier of electric power
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.

National Gas & Electric, LLC will offer primarily fixed rate products for terms of 6, 12, 24 and 36 months. We will also have a variable rate month-to-month product available as a secondary option for customers who prefer that type of program. We intend to serve residential, commercial and industrial customers in the State of Pennsylvania.

d. **PROPOSED SERVICE AREA:** Check the box of each Electric Distribution Company for which the Applicant proposes to provide service.

- Citizens' Electric
- Duquesne Light
- Met-Ed
- PECO
- Penelec
- Penn Power

- Pike
- PPL
- UGI Utilities
- Wellsboro
- West Penn

Entire Commonwealth of PA

e. **CUSTOMERS:** Applicant proposes to provide services to:

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Residential and Small Commercial as Mixed Meter ONLY (CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE)
- Large Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above (Except Mixed Meter)
- Other (Describe):

f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth.

March 2016

## 5. COMPLIANCE

- a. **CRIMINAL/CIVIL PROCEEDINGS:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

Identify all such proceedings (active or closed), by name, subject and citation; whether before an administrative body or in a judicial forum. If the Applicant has no proceedings to list, explicitly state such.

National Gas & Electric, LLC has no proceedings to list.

- b. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any such proceedings listed above.

N/A

- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. If the Applicant has no actions or complaints to list, explicitly state such.

National Gas & Electric, LLC has no actions or complaints to list.

- d. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any actions listed above.

## 6. PROOF OF SERVICE

**Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.**  
*(Example Certificate of Service is attached at Appendix C)*

- a. **STATUTORY AGENCIES:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, provide proof of service of a signed and verified Application with attachments on the following:

Bureau of Investigation & Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2 West  
Harrisburg, PA 17120

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

Office of Consumer Advocate  
5th Floor, Forum Place  
555 Walnut Street  
Harrisburg, PA 17120

Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Compliance  
Harrisburg, PA 17128-0946

Office of the Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

- b. **EDCs:** Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, provide Proof of Service of the Application and attachments upon each of the Electric Distribution Companies the Applicant proposed to provide service in. 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. Contact information for each EDC is as follows.

**Pike County Light & Power Company:**  
Director of Customer Energy Services  
Orange and Rockland Company  
390 West Route 59  
Spring Valley, NY 10977-5300

**West Penn:**  
Legal Department  
West Penn Power d/b/a Allegheny Power  
800 Cabin Hill Drive  
Greensburg, PA 15601-1689

**PECO:**  
Manager Energy Acquisition  
PECO Energy Company  
2301 Market Street  
Philadelphia, PA 19101-8699

**Duquesne Light:**  
Regulatory Affairs  
Duquesne Light Company  
411 Seventh Street, MD 16-4  
Pittsburgh, PA 15219

**PPL:**  
Legal Department  
Attn: Paul Russell  
PPL  
Two North Ninth Street  
Allentown, PA 18108-1179



**Met-Ed, Penelec, and Penn Power:**  
Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

**UGI:**  
UGI Utilities, Inc.  
Attn: Rates Dept. – Choice Coordinator  
2525 N. 12th Street, Suite 360  
Post Office Box 12677  
Reading, Pa 19612-2677

**Citizens' Electric Company:**  
Citizens' Electric Company  
Attn: EGS Coordination  
1775 Industrial Boulevard  
Lewisburg, PA 17837

**Wellsboro Electric Company:**  
Wellsboro Electric Company  
Attn: EGS Coordination  
33 Austin Street  
P. O. Box 138  
Wellsboro, PA 16901

## 7. FINANCIAL FITNESS

- a. **BONDING:** In accordance with 66 Pa. C.S. Section 2809(c)(1)(i), the Applicant is required to file a bond or other instrument to ensure its financial responsibilities and obligations as an EGS. Therefore, the Applicant is...

- Furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.
- Furnishing the **ORIGINAL** of another initial security for Commission approval, to ensure financial responsibility.
- For Marketers and Brokers** - Filing for a modification to the \$250,000 requirement and furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$10,000. Applicant is required to provide information supporting an amount less than \$250,000. Such supporting information must include indication that the Applicant will not take title to electricity and will not pay electricity bills on behalf of its customers. Further details for modification may be described as well.
- *At the conclusion of Applicant's first year of operation it is the intention of the Commission to tie security bonds to a percentage of Applicant's gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. The amount of the security bond will be reviewed and adjusted on an annual basis.*
  - *Example version of a bond and letter of credit are attached at Appendix D & E, Applicant's security must follow language from these examples.*
  - *Any deviation from these examples must be identified in the application and may not be acceptable to the Commission.*

**b. FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must 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.
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
- Applicant's accounting statements, including balance sheet and income statements for the past two years.
- 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, evidence of Moody's, S&P, or Fitch ratings, and/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.
- Audited financial statements exhibiting accounts over a minimum two year period.
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

See Exhibit 7.b.

**c. SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

See Exhibit 7.c.

**d. BROKER PAYMENT STRUCTURE:** If applicant is a broker/marketer, explain how your organization will be collecting your fees.

N/A

**e. ACCOUNTING RECORDS CUSTODIAN:** Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.

Todd Gibson, EVP/CFO  
12140 Wickchester Lane, Ste. 100, Houston, TX 77079  
888-442-0002  
TGibson@NGandE.com

**f. TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix F to this application.

*All sections of the Tax Certification Statement must be completed. Absence (submitting N/A) of any of the TAX identifications numbers (items 7A through 7C) shall be accompanied by supporting documentation or an explanation validating the absence of such information.*

*Items 7A and 7C on the Tax Certification Statement are designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.*

## 8. TECHNICAL FITNESS:

To ensure that the present quality and availability of service provided by electric utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided.

a. **EXPERIENCE, PLAN, STRUCTURE:** such information may include:

- Applicant's previous experience in the electricity industry.
- Summary and proof of licenses as a supplier of electric services in other states or jurisdictions.
- Type of customers and number of customers Applicant currently serves in other jurisdictions.
- Staffing structure and numbers as well as employee training commitments.
- Business plans for operations within the Commonwealth.
- Documentation of membership in PJM, ECAR, MAAC, other regional reliability councils, or any other membership or certification that is deemed appropriate to justify competency to operate as an EGS within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

See Exhibit 8.a.

b. **PROPOSED MARKETING METHOD** (*check all that apply*)

- Internal – Applicant will use its own internal resources/employees for marketing
- External EGS – Applicant will contract with a PUC **LICENSED EGS** broker/marketer
- Affiliate – Applicant will use a **NON-EGS** affiliate marketing company and or individuals.
- External Third-Party – Applicant will contract with a **NON-EGS** third party marketing company and or individuals
- Other (Describe):

c. **DOOR TO DOOR SALES:** Will the Applicant be implementing door to door sales activities?

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

National Gas & Electric, LLC will use an independent third party verification company to record customer's intent to enroll in their services sold through all door to door vendors.

- d. **OVERSIGHT OF MARKETING:** Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors.

See Exhibit 8.d.

- e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience.

See Exhibit 8.e.

- f. **FERC FILING:** Applicant has:

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- Received approval from FERC to be a Power Marketer at Docket or Case Number ER15-2704-000.
- Not applicable

## 9. DISCLOSURE STATEMENTS:

**Disclosure Statements:** If proposing to serve Residential and/or Small Commercial (under 25 kW) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix G to this Application.

- Electricity should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

***Not applicable for an applicant applying for a license exclusively as a broker/marketer.***

## 10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **PJM LOAD SERVING ENTITY REQUIREMENT:** As a prospective EGS, the applicant understands that those EGSs which provide retail electric supply service (i.e. takes title to electricity) must provide either:
- proof of registration as a PJM Load Serving Entity (LSE), or
  - proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

See Exhibit 10.a.

The Applicant understands that compliance with this requirement must be filed within 120 days of the Applicant receiving a license. As well, the Applicant understands that compliance with this requirement may be filed with this instant application.

*(Select only one of the following)*

- AGREED** - Applicant has included compliance with this requirement in the instant application, labeled in correspondence with this section (10).
- AGREED** - Applicant will provide compliance with this requirement within 120 days of receiving its license
- ACKNOWLEDGED** - Applicant is not proposing to provide retail electric supply service at this time, and therefore is not presently obligated to provide such information

**b. 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. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 54.43, as well as any future amendments.

**AGREED**

**c. REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:

- **Retail Electricity Choice Activity Reports:** The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- **Reports of Gross Receipts:** Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- **The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.**
- **Net Metering Reports:** Applicant shall be responsible to report any Net Metering per the Standards on [http://www.puc.pa.gov/consumer\\_info/electricity/alternative\\_energy.aspx](http://www.puc.pa.gov/consumer_info/electricity/alternative_energy.aspx). Scroll down to the Net Metering Standards Section.
- **Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(d).**
- **Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.**

**AGREED**

- d. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa. C.S. Section 2809(D). Transferee will be required to file the appropriate licensing application.

AGREED

- e. **ANNUAL FEES:** The Public Utility Code authorizes the PUC to collect an annual fee of \$350 from suppliers, brokers, marketers, and aggregators selling electricity in the Commonwealth of PA, and an annual supplemental fee based on annual gross intrastate revenues, applicable to suppliers only.

ACKNOWLEDGED

- f. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur to the information upon which the Commission relied in approving the original filing. See 52 Pa. Code § 54.34.

AGREED

- g. **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.

AGREED

- h. **NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within twenty (20) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 54.34.

AGREED

- i. **CEASING OF OPERATIONS:** Applicant is also required to officially notify the Commission if it plans to cease doing business in Pennsylvania, 90 days prior to ceasing operations.

AGREED

- j. **Electronic Data Interchange:** The Applicant acknowledges the Electronic Data Interchange (EDI) requirements and the relevant contacts for each EDC, as listed at Appendix J.

AGREED

- k. **FILING FEE:** The Applicant has enclosed or paid the required, non-refundable filing fee by **CERTIFIED CHECK OR MONEY ORDER** in the amount of \$350.00 payable to the Commonwealth of Pennsylvania. The Commission does not accept corporate or personal checks for filing fees.

PAYMENT ENCLOSED

## 11. AFFIDAVITS

**Must be notarized before filing.**

- a. **APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.
  
- b. **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service. An example copy of this Affidavit can be found at Appendix B.

## 12. NEWSPAPER PUBLICATIONS

**Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.**

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. Below is a list of newspapers which cover the publication requirements for Electric Generation Suppliers looking to do business in Pennsylvania.

The newspapers in which proof of publication is required is dependent on the service territories the applicant is proposing to serve. The chart below dictates which newspapers are necessary for each EDC. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

Please file with the Commission the Certification of Publication, along with a photostatic copy of the notice to complete the notice requirements.

Proof of newspaper publications must be filed with the initial application. Applicants **do not** need a docket number in their publication. Docket numbers will be issued when all criteria on the item 14 checklist (see below) are satisfied.

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News	Pittsburgh Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Citizens' Electric						X	
Duquesne				X			
Met Ed		X	X		X		
PECO			X				
Penelec	X	X			X	X	X
Penn Power	X			X			
Pike					X		
PPL		X	X		X	X	
UGI					X		
Wellsboro						X	
West Penn		X		X		X	X
Entire Commonwealth	X	X	X	X	X	X	X

*(Example Publications are provided at Appendices H and I)*

## 13. SIGNATURE

Applicant: National Gas & Electric, LLC

By: 

Title: EVP/CFO



PROOF OF PUBLICATION  
In  
THE ERIE TIMES-NEWS  
COMBINATION EDITION

National Gas & Electric LLC  
12140 Wickchester Lane Suite 100  
Houston TX 77079

REFERENCE: 88133 170691  
PUC Notice

STATE OF PENNSYLVANIA)  
COUNTY OF ERIE ) SS:

Debra McGraw, being duly sworn, deposes and says that: (1) he/she is a designated agent of the Times Publishing Company (TPC) to execute Proofs of Publication on behalf of the TPC; (2) the TPC, whose principal place of business is at 205 W. 12th Street, Erie, Pennsylvania, owns and publishes the Erie Times-News, established October 2, 2000, a daily newspaper of general circulation, and published at Erie, Erie County Pennsylvania; (3) the subject notice or advertisement, a true and correct copy of which is attached, was published in the regular edition(s) of said newspaper on the date(s) referred to below. Affiant further deposes that he/she is duly authorized by the TPC, owner and publisher of the Erie Times-News, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.

PUBLISHED ON: 11/14/15

TOTAL COST: \$409.00 AD SPACE: 0 Lines

FILED ON: 11/14/15

PENNSYLVANIA PUBLIC UTILITY COMMISSION  
**NOTICE**  
Application of National Gas & Electric, LLC For Approval To Offer, Render, Furnish Or Supply Electricity As A Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.  
National Gas & Electric, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity as (1) a supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. National Gas & Electric, LLC proposes to sell electricity and related services in the entire Commonwealth of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.  
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of National Gas & Electric, LLC 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 National Gas & Electric, LLC's attorney at the address listed below.  
By and through Counsel: Gary Lancaster  
National Gas & Electric, LLC  
12140 Wickchester Lane, Suite 100  
Houston, TX 77479  
888-442-0002  
346-207-3890

ad/nc=170691

Sworn to and subscribed before me this 16th day of November 2015

Affiant: Debra McGraw

NOTARY: Barbara J. Moore

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Barbara J. Moore, Notary Public  
City of Erie, Erie County  
My Commission Expires March 23, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

The Patriot-News Co.  
2020 Technology Pkwy  
Suite 300  
Mechanicsburg, PA 17050  
Inquiries - 717-255-8213

The Patriot-News  
Now you know

NATIONAL GAS & ELECTRIC LLC  
12140 WICKCHESTER LANE STE 100

HOUSTON TX 77079

THE PATRIOT NEWS  
THE SUNDAY PATRIOT NEWS

**Proof of Publication**

Under Act No. 587, Approved May 16, 1929  
Commonwealth of Pennsylvania, County of Dauphin} ss

Amy Kotula, being duly sworn according to law, deposes and says:

That she is a Staff Accountant of The Patriot News Co., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office and place of business at 2020 Technology Pkwy, Suite 300, in the Township of Hampden, County of Cumberland, State of Pennsylvania, owner and publisher of The Patriot-News and The Sunday Patriot-News newspapers of general circulation, printed and published at 1900 Patriot Drive, in the City, County and State aforesaid; that The Patriot-News and The Sunday Patriot-News were established March 4th, 1854, and September 18th, 1949, respectively, and all have been continuously published ever since;

That the printed notice or publication which is securely attached hereto is exactly as printed and published in their regular daily and/or Sunday/ Community Weekly editions which appeared on the date(s) indicated below. That neither she nor said Company is interested in the subject matter of said printed notice or advertising, and that all of the allegations of this statement as to the time, place and character of publication are true; and

That she has personal knowledge of the facts aforesaid and is duly authorized and empowered to verify this statement on behalf of The Patriot-News Co. aforesaid by virtue and pursuant to a resolution unanimously passed and adopted severally by the directors of the said Company and subsequently duly recorded in the office for the Recording of Deeds Dauphin in Miscellaneous Book "M", Volume 14, Page 317.

This ad # 0002350785 ran on the dates shown below:

November 17, 2015

*Amy Kotula*

Sworn to and subscribed before me this 17 day of November, 2015 A.D.

*Sheryl Marie Leggore*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Sheryl Marie Leggore, Notary Public  
Hampden Twp., Cumberland County  
My Commission Expires July 16, 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE  
Application of National Gas & Electric, LLC For Approval To Offer, Render, Furnish Or Supply Electricity As A Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.  
National Gas & Electric, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity as (1) a supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. National Gas & Electric, LLC proposes to sell electricity and related services in the entire Commonwealth of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.  
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of National Gas & Electric, LLC 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 National Gas & Electric, LLC's attorney at the address listed below.  
By and through Counsel:  
Gary Lancaster  
National Gas & Electric, LLC  
12140 Wickchester Lane, Suite 100  
Houston, TX 77479  
888-442-0002  
346-207-3890

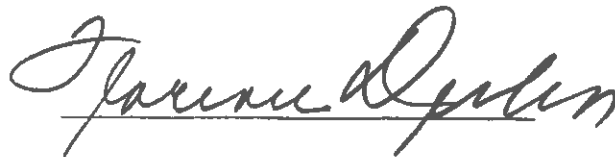
**Proof of Publication in The Philadelphia Daily News  
Under Act. No 587, Approved May 16, 1929**

**STATE OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA**

Florence Devlin being duly sworn, deposes and says that **The Philadelphia Daily News** is a newspaper published daily, except Sunday, at Philadelphia, Pennsylvania, and was established in said city in 1925, since which date said newspaper has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said newspaper on the following dates:

November 16, 2015

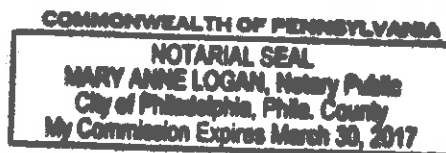
Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.



Sworn to and subscribed before me this 16<sup>th</sup> day of  
November, 2015.

  
Notary Public

My Commission Expires:



**Copy of Notice of Publication**

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

Application of National Gas & Electric, LLC For Approval To Offer, Render, Furnish Or Supply Electricity As A Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

National Gas & Electric, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity as (1) a supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. National Gas & Electric, LLC proposes to sell electricity and related services in the entire Commonwealth of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of National Gas & Electric, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3266, Harrisburg, PA 17106-3266. You should send copies of any protest to National Gas & Electric, LLC's attorney at the address listed below.

By and through Counsel: Gary Lancaster  
National Gas & Electric, LLC  
12140 Wilcochester Lane, Suite 100  
Houston, TX 77478  
281-442-0002  
281-207-3880

### Proof of Publication of Notice in Pittsburgh Post-Gazette

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss H. Java, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the \_\_\_\_\_ regular \_\_\_\_\_ editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

#### 16 of November, 2015

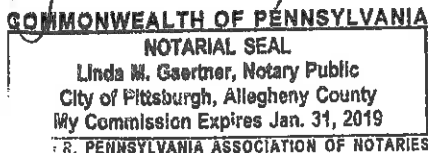
Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

*H. Java*

PG Publishing Company

Sworn to and subscribed before me this day of:  
November 16, 2015

*Linda M. Gaertner*



#### STATEMENT OF ADVERTISING COSTS

National Gas & Electric, LLC  
12140 Wickchester Lane  
Ste. 100  
Attn: Kathryn Tozzini  
HOUSTON TX 77079

To PG Publishing Company

Total ----- \$450.00

#### Publisher's Receipt for Advertising Costs

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

Office  
34 Boulevard of the Allies  
PITTSBURGH, PA 15222  
Phone 412-263-1338

PG Publishing Company, a Corporation, Publisher of  
Pittsburgh Post-Gazette, a Newspaper of General Circulation

By *Samuel J. Arbuthnot* Samuel J. Arbuthnot

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

#### COPY OF NOTICE OR PUBLICATION

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE Application of National Gas & Electric, LLC For Approval To Offer, Render, Furnish Or Supply Electricity As A Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

National Gas & Electric, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity as (1) a supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. National Gas & Electric, LLC proposes to sell electricity and related services in the entire Commonwealth of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of National Gas & Electric, LLC 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 National Gas & Electric, LLC's attorney at the address listed below.

By and through Counsel: Gary Lancaster, National Gas & Electric, LLC, 12140 Wickchester Lane, Suite 100, Houston, TX 77479, 888-442-0002, 346-207-3890

The Scranton Times (Under act P.L. 877 No 160. July 9,1976)  
Commonwealth of Pennsylvania, County of Lackawanna

NATIONAL GAS & ELECTRIC, LLC  
ATTN: KATHRYN TOZZINI  
STE. 100 12140 WICKCHESTER LANE  
HOUSTON TX 77079

Account # 613335  
Order # 81859364  
Ad Price: 233.50

LEGAL NOTICE PENNSYLVANI

Amanda Kakareka

Being duly sworn according to law deposes and says that (s)he is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

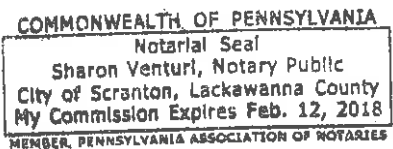
11/14/2015

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place and character or publication are true Amanda Kakareka

Sworn and subscribed to before me  
this 16th day of November A.D., 2015

Sharon Venturi

(Notary Public)



LEGAL NOTICE

**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**  
Application of **National Gas & Electric, LLC** For Approval To Offer, Render, Furnish Or Supply Electricity As A Supplier Of Electric Power, A Marketer/ Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

**National Gas & Electric, LLC** will be filing an application with the Pennsylvania Public Utility Commission (PUC) for a license to supply electricity as (1) a supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. **National Gas & Electric, LLC** proposes to sell electricity and related services in the entire Commonwealth of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **National Gas & Electric, LLC** 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 **National Gas & Electric, LLC's** attorney at the address listed below.

By and through Counsel:  
**Gary Lancaster**  
**National Gas & Electric, LLC**  
12140 Wickchester Lane,  
Suite 100  
Houston, TX 77479  
888-442-0002  
346-267-3880

PROOF OF PUBLICATION OF NOTICE IN THE WILLIAMSPORT SUN-GAZETTE UNDER ACT NO. 587, APPROVED MAY 16, 1929

STATE OF PENNSYLVANIA  
COUNTY OF LYCOMING

SS:

Bernard A. Oravec Publisher of the Sun-Gazette Company, publishers of the Williamsport, Sun-Gazette, successor to the Williamsport Sun and the Gazette & Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Street, Williamsport, Pennsylvania, being duly sworn, deposes and says that the Williamsport Sun was established in 1870 and the Gazette & Bulletin was established in 1801, since which dates said successor, the Williamsport Sun-Gazette, has been regularly issued and published in the County of Lycoming aforesaid, and that a copy of the printed notice is attached hereto exactly as the same was printed and published in the regular editions of said Williamsport Sun-Gazette on the following dates, viz:

LEGAL NOTICES

Approval To Offer, Render, Furnish Or Supply Electricity As A Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

National Gas & Electric, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity as (1) a supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. National Gas & Electric, LLC proposes to sell electricity and related services in the entire Commonwealth of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of National Gas & Electric, LLC 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 National Gas & Electric, LLC's attorney at the address listed below.

By and through Counsel:

LEGAL NOTICES

Gary Lancaster  
National Gas & Electric, LLC  
12140 Wickchester Lane, Suite 100  
Houston, TX 77479  
888-442-0002  
346-207-3890

November 15, 2015

Affiant further deposes and says that the foregoing statement as to time, place and character of publication are true.

by the Sun-Gazette Company, publisher of the Williamsport Sun-Gazette, that affiant is not interested in the subject matter of the aforesaid notice.

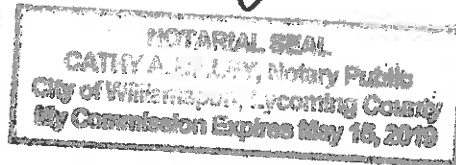
Bernard A. Oravec

SUN-GAZETTE COMPANY

Sworn to and subscribed before me

the 16<sup>th</sup> day of November 2015

Cathy A. Bulley  
Notary Public



STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette Company, Dr.:	
For publishing the notice attached	
hereto on the above state dates.....	\$ 276.80
Probated same.....	\$
Total.....	\$ 276.80

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

THE SUN-GAZETTE COMPANY hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

SUN-GAZETTE COMPANY

BY Bernard A. Oravec

PENNSYLVANIA  
PUBLIC UTILITY  
COMMISSION  
NOTICE  
Application of National  
Gas & Electric, LLC For

COMMONWEALTH OF PENNSYLVANIA }  
 County of Cambria } SS

PENNSYLVANIA  
 PUBLIC UTILITY  
 COMMISSION  
 NOTICE

Application of National Gas & Electric, LLC For Approval To Offer, Render, Furnish Or Supply Electricity As A Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

National Gas & Electric, LLC will be filing an application with the Commission (PUC) as (1) a supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. National Gas & Electric, LLC proposes to sell electricity and related inter services in the entire Commonwealth under the provisions of the new Customer Generation Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of National Gas & Electric, LLC 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 National Gas & Electric, LLC's attorney at the address listed below. By and through Counsel: Gary Lancaster National Gas & Electric, LLC  
 12140 Wickchester Lane, Suite 100  
 Houston, TX 77479  
 288-442-0002  
 346-207-3880

On this 23rd day of November A.D. 2015, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Classified Advertising Manager of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

publish a notice in the above matter published in said publication in the regular issues of the Tribune-Democrat, Johnstown, PA, on November 18, 2015; and that the Affiant is not a subscriber or advertiser of said notice or advertising and that all of the allegations as to time, place and date are true.

*Christine Marhefka*

STATEMENT OF ADVERTISING COSTS

65 Lines @	\$2.50 per line	162.50
0.00 Inches @	\$25.00 per inch	0.00
Notary Fee		5.00
Clerical Fee		2.50
<b>Total Cost</b>		<b>170.00</b>

*Vivian Ohs*

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Vivian Ohs, Notary Public  
 City of Johnstown, Cambria County  
 My Commission Expires Dec. 6, 2016  
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

To The Tribune-Democrat, Johnstown, PA  
 For publishing the notice or publication  
 attached hereto on the above stated dates.

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

\_\_\_\_\_ for publisher of \_\_\_\_\_  
 a newspaper of general circulation, hereby acknowledges receipt of the aforesaid  
 and publication costs and certifies that the same has been duly paid.

\_\_\_\_\_  
 (Name of Newspaper)

By \_\_\_\_\_

**14. CHECKLIST**

For the applicant's convenience, please use the following checklist to ensure all relevant sections are complete. The Commission Secretary's Bureau will not accept an application unless each of the following sections are complete.

**Applicant:** National Gas & Electric, LLC

	<b>Signature</b>	
<input checked="" type="checkbox"/>	<b>Filing Fee (CERTIFIED CHECK OR MONEY ORDER ONLY)</b>	
<input checked="" type="checkbox"/>	<b>Application Affidavit</b>	
<input checked="" type="checkbox"/>	<b>Operations Affidavit</b>	
<input checked="" type="checkbox"/>	<b>Proof of Publication</b>	
<input checked="" type="checkbox"/>	<b>Bond or Letter of Credit</b>	
<input checked="" type="checkbox"/>	<b>Tax Certification Statement</b>	
<input checked="" type="checkbox"/>	<b>Commonwealth Department of State Verification</b>	
<input checked="" type="checkbox"/>	<b>Certificate of Service</b>	

Applicant's Use

PUC Secretary's Bureau Use



**Appendix A**  
**APPLICATION AFFIDAVIT**

State of Texas :

:            **SS.**

County of Harris :

:

Todd Gibson \_\_\_\_\_, Affiant, being duly sworn according to law, deposes and says that:

He is the Executive Vice President and Chief Financial Officer of National Gas & Electric, LLC

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

That the Applicant herein National Gas & Electric, LLC 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 National Gas & Electric, LLC has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein National Gas & Electric, LLC 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 National Gas & Electric, LLC acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

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



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

Sworn and subscribed before me this 9<sup>th</sup> day of DECEMBER, 20 15.



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

My commission expires 12/05/2017



Appendix B

OPERATIONS AFFIDAVIT

State of Texas :

ss.

County of Harris:

Todd Gibson, Affiant, being duly sworn according to law,  
deposes and says that:

He is the Executive Vice President and Chief Financial Officer of National Gas & Electric, LLC;

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

That National Gas & Electric, LLC, 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 National Gas & Electric, LLC, the Applicant herein, asserts that [he/she/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 National Gas & Electric, LLC, 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 National Gas & Electric, LLC, 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.

*Todd Gibson*

Signature of Affiant

Sworn and subscribed before me this 9<sup>th</sup> day of December, 2015.

*Suzi Fallon*

Signature of official administering oath

My commission expires 12/05/2017.



COMMONWEALTH OF  
PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

Appendix F (CONFIDENTIAL)  
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  
**National Gas & Electric, LLC**

2. BUSINESS PHONE NO. ( 888 ) 442-0002  
CONTACT PERSON(S) FOR TAX ACCOUNTS: **Todd Gibson**

3. TRADE/FICTITIOUS NAME (IF ANY)

4. LICENSED ADDRESS (STREET, RURAL ROUTE, P.O. BOX NO.) (POST OFFICE) STATE  
**77079 12140 Wickchester Lane, Suite 100 Houston Texas**

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

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

NAME (PRINT)	SOCIAL SECURITY NUMBER - For Sole Proprietor with NO EIN ONLY
<b>TxEx Energy Investments, LLC</b>	
<b>Retailco, LLC</b>	
<b>W. Keith Maxwell, III - President and CEO</b>	

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.

<b>A. SALES TAX LICENSE (8 DIGITS)</b>	APPLICATION PENDING <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	<b>C. CORPORATE BOX No. (7 DIGITS)</b>	APPLICATION PENDING <input checked="" type="checkbox"/>
<b>B. EMPLOYER ID (EIN) (9 DIGITS)</b>	APPLICATION PENDING <input type="checkbox"/> N/A <input type="checkbox"/>	<b>- OR - REVENUE ID NUMBER (10 DIGITS)</b>	

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

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

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

PA SALES AND USE TAX <b>Todd Gibson</b>	EMPLOYER TAXES <b>Todd Gibson</b>	CORPORATE TAXES <b>Todd Gibson</b>
PHONE 888-442-0002	PHONE 888-442-0002	PHONE 888-442-0002

Telephone inquiries about this form may be directed to the Pennsylvania Department of Revenue at the following numbers: (717) 787-1064, TDD# (800) 447-3020 (Hearing Impaired Only)

## Appendix J

### Electronic Data Interchange and Internet Requirements

Prior to doing business in an EDC service territory, all EGS suppliers, and any broker/marketers that wish to use the Electronic Data Interchange (EDI), must meet the EDI certification requirements of the EDC. Certification is a testing process using the Commission approved Internet protocol. To initiate this process, the EGS is encouraged to contact the EDC as early as possible after filing an application for a license with the Commission, since certification may require as many as four months to complete and customer service contract dates may not commence prior to certification. EDC requirements of new suppliers may be found on the respective EDC home web page. Pennsylvania's industry stakeholder group the Electronic Data Exchange Working Group (EDEWG) develops and maintains the EDI transactions and related business practices, which are found on the Pa. PUC website at [http://www.puc.pa.gov/filing\\_resources/issues\\_laws\\_regulations/electronic\\_data\\_exchange.aspx](http://www.puc.pa.gov/filing_resources/issues_laws_regulations/electronic_data_exchange.aspx). The EDEWG meets telephonically the first Thursday of each month at 2:00pm ET to discuss EDI change control requests and other issues.

To keep current with Pennsylvania EDI practices and policies, a newly licensed EGS is strongly encouraged to participate in the EDEWG by contacting the following:

#### PA EDEWG EDI Contacts

Entity Name	Contact Name	Telephone	Email	Preference
PA PUC	Jeff McCracken	717-783-6163	<a href="mailto:jmccracken@pa.gov">jmccracken@pa.gov</a>	Email
PA PUC	Lee Yalcin	717-787-6723	<a href="mailto:lyalcin@pa.gov">lyalcin@pa.gov</a>	Email
PA EDEWG LDC Co-Chair	Sue Scheetz	610-774-3616	<a href="mailto:smscheetz@pplweb.com">smscheetz@pplweb.com</a>	Email
PA EDEWG ESP Co-Chair	Christine Hughey	713-401-2296	<a href="mailto:Christine.Hughey@Constellation.com">Christine.Hughey@Constellation.com</a>	Email
PA EDEWG Secretary & Regional EDI Change Control Manager	Brandon Siegel	412-817-8004	<a href="mailto:brandon.siegel@intelometry.com">brandon.siegel@intelometry.com</a>	Email

#### PA EDC EDI Contacts

Company Name	Contact Name	Telephone	Email	Preference
Citizens' Electric	John Kelchner	570-524-2231	<a href="mailto:kelchner@citizenselectric.com">kelchner@citizenselectric.com</a>	Email
Duquesne Light Co	Supplier Service Center	412-393-6282	<a href="mailto:DLC_SSC@duqlight.com">DLC_SSC@duqlight.com</a>	Email
FirstEnergy - Metropolitan Edison Co, Pennsylvania Electric, Penn Power, JCP&L, WPP & Potomac Edison	Supplier Support	330-761-4348	<a href="mailto:SupplierSupport@firstenergycorp.com">SupplierSupport@firstenergycorp.com</a>	Email
PECO	Electric & Gas Choice Hotline	215-841-3700	<a href="mailto:egc@exeloncorp.com">egc@exeloncorp.com</a>	Email
PPL Electric Utilities	Donna M. Hirst	610-774-6349	<a href="mailto:dmhirst@pplweb.com">dmhirst@pplweb.com</a>	None
	Susan Scheetz	610-774-3616	<a href="mailto:smscheetz@pplweb.com">smscheetz@pplweb.com</a>	Email
	Supplier Support	610-774-6396	<a href="mailto:PPLUtilitiesSupplier@pplweb.com">PPLUtilitiesSupplier@pplweb.com</a>	Email
	EDI Team	610-774-5757	<a href="mailto:EDIUtilAdm@pplweb.com">EDIUtilAdm@pplweb.com</a>	Email
UGI Utilities Inc.	EDI Technical Support	610-736-5471	<a href="mailto:edi@ugi.com">edi@ugi.com</a>	Email
Wellsboro Electric	Danette Kerestes	570-724-3516	<a href="mailto:danettek@ctenterprises.org">danettek@ctenterprises.org</a>	Email

+



**Exhibit 2.b.**

**BUSINESS ENTITY FILINGS AD REGISTRATION**

**National Gas & Electric is a Texas limited liability company formed October 29, 2013.**

**Attached:**


PA Authority to do Business

Operating Agreement

Names/Address of Officers

Entity# : 6291861  
 Date Filed : 09/11/2015  
 Pedro A. Cortés  
 Secretary of the Commonwealth

**PENNSYLVANIA DEPARTMENT OF STATE  
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Document will be returned to the name and address entered below.			<b>Foreign Registration Statement</b> DSCB. 15-412 (7/1/2015) 		
Otto, Laura K					
Name 2105 CityWest Blvd., Suite 100					
Address Houston TX 77042					
City	State	Zip Code			

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov>.

Fee: \$250

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- Business Corporation     
  Limited Partnership     
  Business Trust  
 Nonprofit Corporation     
  Limited Liability (General) Partnership     
  Professional Association  
 Limited Liability Company     
  Limited Liability Limited Partnership

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

National Gas & Electric, LLC

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

A resolution of the governors adopting the name in 2A for use in registering to do business in this Commonwealth must be attached.

3. The jurisdiction of formation:

TN

4. The street and mailing address of the association's principal office.

2105 CityWest Blvd., Suite 100,	Houston	TN	77042	United States
Number and street	City	State	Zip	Country

4B. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

2105 CityWest Blvd., Suite 100,	Houston	TN	77042	United States
Number and street	City	State	Zip	Country

**PENN File: September 11,2015**

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

Complete part (a) OR (b) - not both:

(a) \_\_\_\_\_  
 Number and street                      City                      State                      Zip                      Country

OR

(b) c/o: CORPORATION SERVICE COMPANY                      DAUPHIN  
 Name of Commercial Registered Office Provider                      County

6. Check one of the following:

- The association may not have series.
- The association may have one or more series.

7. Effective date of registration of foreign association (check, and if appropriate complete, one of the following):

- The Foreign Registration Statement shall be effective upon filing in the Department of State.
- The Foreign Registration Statement shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
 Date (MM/DD/YYYY)                      Hour (if any)

8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

- The association is a limited liability company which is not organized to render any of the below professional service(s).
- The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)  
 \_\_\_ Chiropractic    \_\_\_ Dentistry                      \_\_\_ Law                      \_\_\_ Medicine and surgery  
 \_\_\_ Optometry    \_\_\_ Osteopathic medicine and surgery    \_\_\_ Podiatric medicine    \_\_\_ Public accounting  
 \_\_\_ Psychology    \_\_\_ Veterinary medicine

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof    11th    day of September    2015  
this \_\_\_\_\_

National Gas & Electric, LLC

\_\_\_\_\_  
Name of Association

Paul Konikowski

\_\_\_\_\_  
Signature

Vice President

\_\_\_\_\_  
Title





LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

NATIONAL GAS & ELECTRIC, LLC  
A Texas Limited Liability Company

(Formerly Known as Accept Energy, LLC)

A. This LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "*Agreement*") of National Gas & Electric, LLC (the "*Company*"), dated as of July 8, 2015, is adopted, executed and agreed to by Retailco, LLC, the sole Member of the Company (the "*Organizational Member*") and replaces in its entirety any previously adopted Operating Agreement(s) of the Company.

B. The Company was formed as a limited liability company under the laws of the State of Texas, effective as of October 29, 2013. The Certificate of Formation of the Company filed with the Texas Secretary of State remains in full force and effect and is ratified and approved by the Organizational Member. By name change dated July 8, 2015, the name of the Company was changed from Accept Energy, LLC to National Gas & Electric, LLC.

C. The Organizational Member enters into this agreement to provide for the governance of the Company and the conduct of its business, and to specify the relative rights and obligations of the Organizational Member and any future Members of the Company.

NOW THEREFORE, the Organizational Member agrees as follows:

**ARTICLE 1: DEFINITIONS**

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the Texas Business Organizations Code.

"*Capital Contribution*" means the amount of cash, property or services contributed to the Company.

"*Company*" means National Gas & Electric, LLC, a Texas limited liability company.

"*Member*" means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

"*Membership Interests*" means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A.

"*Organizational Member*" means Retailco, LLC.

“**Percentage Interests**” means a percentage ownership interest in the Company entitling the holder to an economic and voting interest in the Company.

“**Person**” means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company or other type of legal entity, whether domestic or foreign.

“**Unit**” means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.

## **ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS**

2.1 **Membership Interests.** The Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.

2.2 **Subsequent Contributions.** No Member shall be obligated to make additional capital contributions unless unanimously agreed to by all the Members.

2.3 **Capital Accounts.** Individual capital accounts may be maintained for each Member consisting of that Member’s Capital Contribution, (1) increased by that Member’s share of profits, (2) decreased by that Member’s share of losses and company expenses, (3) decreased by that Member’s distributions and (4) adjusted as required in accordance with applicable tax laws.

2.4 **Interest.** No interest shall be paid on Capital Contributions or on the balance of a Member’s capital account.

2.5 **Limited Liability.** A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

## **ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS**

3.1 **Allocations.** The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to the relative Membership Interests held by each Member.

3.2 **Distributions.** The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Interests. The timing and amount of distributions shall be determined by the Members in accordance with Texas law.

## **ARTICLE 4: MANAGEMENT**

4.1 **Management.** The business of the Company shall be managed by the Members. In the event of a dispute between the Members, final determination shall be made by a vote of the

majority of the Members (unless a greater percentage is required in this Agreement or under Texas law.)

4.2 **Banking.** The Company, through one or more of its Members, is authorized to establish one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being established. All funds of the company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

4.3 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Members and shall have the authority to carry on the day to day business of the Company, having powers similar in scope and authority as officers of corporations.

#### **ARTICLE 5: ACCOUNTS AND ACCOUNTING**

5.1 **Accounts.** Complete books of account of the company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open for inspection and copying on reasonable notice by any Member or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member. The costs of such inspection and copying shall be borne by the requesting Member.

5.2 **Records.** At all times during the term of existence of the Company, and beyond that term if the Members deems it necessary, the Company shall keep or cause to be kept the following:

(a) A current list of the full name and last known business or residence address of each Member, together with the date such person became a Member, his or her Capital Contribution, the amount and terms of any future Capital Contribution agreed upon by such Member, and the Membership interest of each Member;

(b) A copy of the Certificate of Formation and any amendments;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years; and

(d) An original executed copy or counterparts of this agreement and any amendments.

5.3 **Income Tax Returns.** Within forty-five (45) days after the end of each taxable year, the Company shall use all reasonable efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

5.4 **Tax Matters Member.** Retailco, LLC shall act as tax matters Member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

#### **ARTICLES 6: MEMBERSHIP—MEETINGS, VOTING**

6.1 **Members and Voting Rights.** Members shall have the right and power to vote on all matters with respect to which this agreement or Texas law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement, the Certificate of Formation or under the Texas Business Organizations Code (where a greater voting requirement may be needed), the vote of the Members holding a majority of the Membership Interests at a meeting of Members at which a quorum is present shall be required to approve or carry an action. A quorum shall consist of Members holding a majority of the Membership Interests.

6.2 **Meetings.** Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Notice shall be given not less than 10 days nor more than 60 days before the date of any meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting in writing, orally, or by attendance.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by Texas law, including by conference telephone or similar communications equipment in addition, any action which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Membership Interest needed to approve the action

6.3 **Greater Voting Requirements.** The affirmative vote, approval, or consent of a majority of all the Membership Interest is required to:

- (a) change the status of the Company from one in which management is reserved to the Members to one in which management is vested in one or more Managers, or vice versa;
- (b) issue any additional Membership Interests in the Company subsequent to the issuance of Membership interests to the initial Members of the Company
- (c) approve any merger, consolidation, share or interest exchange, or other transaction authorized by or subject to the provision of Chapter Ten of the Texas Business Organizations Cod;
- (d) voluntarily cause the dissolution of the Company;
- (e) authorize any transaction, agreement, or action on behalf of the Company that is unrelated to its purpose as set forth in this agreement or articles of organization or that otherwise contravenes this agreement; or

(f) authorize any act that would make it impossible to carry on the ordinary business of the Company.

#### **ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS**

7.1 **Withdrawal.** A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member who withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.

7.2 **No Restrictions on Transfer.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A Person that acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Operating Agreement on a form approved by the Members.

#### **ARTICLE 8: DISSOLUTION AND WINDING UP**

8.1 **Dissolution.** The Company shall be dissolved upon the first to occur of the following events:

(a) The vote of the Members holding a majority of the outstanding Membership Interests to dissolve the Company.

(b) Entry of a decree of judicial dissolution or termination under Chapter 11 of the Texas Business Organizations Code.

(c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

8.2 **No automatic dissolution upon certain events.** Neither the death, incapacity, dissociation, bankruptcy or withdrawal of a Member shall automatically cause dissolution of the company.

#### **ARTICLE 9: INDEMNIFICATION**

9.1 **Indemnification.** The Company shall have the power and agrees to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by

reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

To the extent that an agent of the Company has been successful on the merits in defense of any proceeding, or in defense of any claim, issue, or matter in any such proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Members.

"Proceeding," as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

**9.2 Expenses.** Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of such Proceeding, as authorized by the Members or Managers, as the case may be, upon receipt of an undertaking by such Person to repay such amount if it shall ultimately be determined that such Person was not entitled to be indemnified by the Company.

"Expenses," as used in this section, includes, without limitation, attorneys' fees and expenses of establishing a right to indemnification, if any, under this section.

## ARTICLE 10: GENERAL PROVISIONS

**10.1 Entire Agreement; Amendment.** This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and superseded all prior written and oral agreements by and among the Members.

**10.2 Governing Law; Severability.** This agreement shall be construed and enforced in accordance with the internal laws of the State of Texas. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity,



illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.

10.3 **Benefit.** This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.4 **Number and Gender.** Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

10.5 **No third Party Beneficiary.** This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.

**IN WITNESS WHEREOF**, the Organizational Member has executed Operating Agreement effective as of the date set forth above.

**ORGANIZATIONAL MEMBER:**

**RETAILCO, LLC**

By:  \_\_\_\_\_  
Name: W. Keith Maxwell III  
Titles: Chief Executive Officer

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## Officers

**W. Keith Maxwell, III**

Chief Executive Officer

Address: 12140 Wickchester Lane, Ste. 100, Houston, TX 77079

Phone: 888-442-0002

**Todd Gibson**

Executive Vice President and Chief Financial Officer

Address: 12140 Wickchester Lane, Ste. 100, Houston, TX 77079

Phone: 888-442-0002

**Terry Jones**

General Counsel

Address: 12140 Wickchester Lane, Ste. 100, Houston, TX 77079

Phone: 888-442-0002

**David Hennekes**

Vice President

Address: 12140 Wickchester Lane, Ste. 100, Houston, TX 77079

Phone: 713-337-2735

**Paul Konikowski**

Vice President

Address: 12140 Wickchester Lane, Ste. 100, Houston, TX 77079

Phone: 713-997-5615

**Gary Lancaster**

Assistant General Counsel

Address: 12140 Wickchester Lane, Ste. 100, Houston, TX 77079

Phone: 888-442-0002





**Exhibit 6.a.**

**Proof of Service**

## Appendix C

### CERTIFICATE OF SERVICE

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

Bureau of Investigation & Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2 West  
Harrisburg, PA 17120

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

Office of Consumer Advocate  
5th Floor, Forum Place  
555 Walnut Street  
Harrisburg, PA 17120

Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Compliance  
Harrisburg, PA 17128-0946

Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Director of Customer Energy Services  
Orange and Rockland Company  
390 West Route 59  
Spring Valley, NY 10977-5300

Legal Department  
West Penn Power d/b/a Allegheny Power  
800 Cabin Hill Drive  
Greensburg, PA 15601-1689

Manager Energy Acquisition  
PECO Energy Company  
2301 Market Street  
Philadelphia, PA 19101-8699

Regulatory Affairs  
Duquesne Light Company  
411 Seventh Street, MD 16-4  
Pittsburgh, PA 15219

Legal Department  
Attn: Paul Russell  
PPL  
Two North Ninth Street  
Allentown, PA 18108-1179

Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

UGI Utilities, Inc.  
Attn: Rates Dept. – Choice Coordinator  
2525 N. 12th Street, Suite 360  
Post Office Box 12677  
Reading, Pa 19612-2677

Citizens' Electric Company  
Attn: EGS Coordination  
1775 Industrial Boulevard  
Lewisburg, PA 17837

Wellsboro Electric Company  
Attn: EGS Coordination  
33 Austin Street  
P. O. Box 138  
Wellsboro, PA 16901

  
Todd Gibson, EVP/CFO



**Exhibit 7.a**

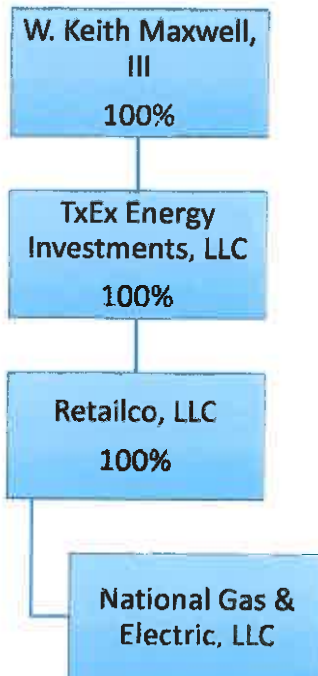
**BONDING**

National Gas & Electric, LLC is filing electronically and will be sending the original bond via FedEx.

**Exhibit 7.b**

**FINANCIAL RECORDS, STATEMENTS, AND RATINGS**

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



- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)

**N/A**

- Applicant's accounting statements, including balance sheet and income statements for the past two years.

**See Exhibit 7.c.**

- 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, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.

**N/A – National Gas & Electric, LLC is a new company and does not have a credit rating.**

- 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.

**N/A**

- Audited financial statements exhibiting accounts over a minimum two year period.

**See Exhibit 7.c.**

- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

**See Exhibit 7.c.**



This Policy is issued by the stock insurance company listed above ("Insurer").

THE EMPLOYMENT PRACTICES, DIRECTORS & OFFICERS AND COMPANY, AND FIDUCIARY COVERAGE SECTIONS OF THIS POLICY, WHICHEVER ARE APPLICABLE, COVER ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR, IF ELECTED, THE EXTENDED PERIOD AND REPORTED TO THE INSURER PURSUANT TO THE TERMS OF THE RELEVANT COVERAGE SECTION. THE CRIME COVERAGE SECTION, IF APPLICABLE, APPLIES ONLY TO LOSS DISCOVERED DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED LOSS SHALL BE REDUCED BY AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES UNLESS OTHERWISE PROVIDED HEREIN. AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES AND LOSS SHALL ALSO BE APPLIED AGAINST THE RETENTION AND DEDUCTIBLE AMOUNTS.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO THE APPROPRIATE DEFINITIONS SECTIONS OF THIS POLICY.

Policy Number: **G2501554A 006**

Renewal of: **G2501554A 005**

Item A. **Parent Company:** **NuDevco Partners, LLC**  
**Principal Address:** 2105 CityWest Blvd.  
Houston, TX 77042

Item B. **Policy Period:** From 04/27/2015 to 04/27/2016  
12:01 a.m. local time at the Principal Address shown in Item A.

Item C. **Coverage Section(s):**

EMPLOYMENT PRACTICES

- 1. Limit of Liability
  - a. \$10,000,000 aggregate for all **Loss**, subject to 1b and 1c immediately below,
  - b. \$0 additional aggregate for all **Costs, Charges and Expenses**, subject to 1c immediately below,
  - c. \$10,000,000 maximum aggregate for this Coverage Section.
- 2. Retention: \$50,000 each **Employment Practices Claim**  
\$50,000 each **Third Party Claim**
- 3. **Continuity Date:** 01/23/2008
- 4. **Third Party Coverage**  Yes  No

DIRECTORS & OFFICERS AND COMPANY

- 1. Limit of Liability
  - a. \$10,000,000 aggregate for all **Loss**, subject to 1b and 1c immediately below,
  - b. \$1,000,000 additional aggregate for all **Loss** under Insuring Clause A1, subject to 1c immediately below,
  - c. \$11,000,000 maximum aggregate for this Coverage Section.

2. Retention: \$0 each **Claim** under Insuring Clause 1  
\$50,000 each **Claim** under Insuring Clause 2  
\$50,000 each **Claim** under Insuring Clause 3

3. **Continuity Date:** 01/23/2008

**FIDUCIARY**

1. Limit of Liability \$5,000,000 maximum aggregate for this Coverage Section

2. Retention: \$0 each **Claim**

3. **Continuity Date:** 09/25/2007

**CRIME**

Insurance Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1a. Employee Theft	N/A	N/A
b. Employee Benefit Plan	N/A	N/A
c. Client Property	N/A	N/A
2. Forgery Or Alteration	N/A	N/A
3. Inside The Premises Theft Of Money And Securities	N/A	N/A
4. Inside The Premises – Robbery Or Safe Burglary Of Other Property	N/A	N/A
5. Outside The Premises	N/A	N/A
6. Computer Fraud	N/A	N/A
7. Funds Transfer Fraud	N/A	N/A
8. Money Orders And Counterfeit Money	N/A	N/A

Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this **Policy** is deleted.

Item D. Premium: \$48,297

Taxes & Surcharges Amount: \$0.00

Total Amount Due: \$48,297

Item E. **Discovery Period**

1. One (1) year 100% of the annual premium
2. Two (2) years 125% of the annual premium
3. Three (3) years 150% of the annual premium

As provided in subsection H of the General Terms and Conditions, only one of the above **Discovery Period** options may be elected and purchased.

Item F. **Run-Off Period**

1. One (1) year 100% of the annual premium
2. Two (2) years 110% of the annual premium
3. Three (3) years 125% of the annual premium
4. Four (4) years 135% of the annual premium
5. Five (5) years 145% of the annual premium
6. Six (6) years 150% of the annual premium

As provided in subsection I of the General Terms and Conditions, only one of the above **Run-Off Period** options may be elected and purchased.

Item G Notice under this **Policy** shall be given to:

**A. Notice of Claim, Wrongful Act or Loss:**

ACE USA  
P.O. Box 5105  
Scranton, PA 18505-0518  
Fax: 888-844-9073  
Email address for submitting **Private and NonProfit Claims**,  
[ACEClaimsFirstNotice@acegroup.com](mailto:ACEClaimsFirstNotice@acegroup.com)  
Email address for all other correspondence,  
[ApolloProRskACEIncoming@acegroup.com](mailto:ApolloProRskACEIncoming@acegroup.com)

**B. All other notices:**

ACE USA, Professional Risk  
Attention: Chief Underwriting Officer  
1133 Avenue of the Americas, 32<sup>nd</sup> Fl  
New York, NY 10036

Item H. Forms attached at **Policy** issuance:

- EPLA-P (01/13) - EPL Assist
- PF-15191 (12-08) - ACE EXPRESS Private Company Management Indemnity Package - General Terms and Conditions
- PF-15192 (12-08) - ACE EXPRESS Private Company Management Indemnity Package - Employment Practices Coverage Section
- PF-15193 (12-08) - ACE EXPRESS Private Company Management Indemnity Package - Directors and Officers Coverage Section
- PF-15194 (12-08) - ACE EXPRESS Private Company Management Indemnity Policy - Fiduciary Coverage Section
- CC-1K11h (03/14) - Signatures
- PF-15026c (01-08) - Cap On Losses From Certified Acts of Terrorism
- PF-17453b (08/12) - Amendatory Endorsement - Texas
- PF-27965 (09/09) - Derivative Investigation Sub-Limit of Liability Endorsement
- PF-27971 (09/09) - Partnership Extension
- PF-29104a (08/12) - Amend Run-Off
- PF-29492 (04/10) - Non-Duty - D&O
- PF-30394 (08/10) - Investigation Coverage (Individuals Only)
- PF-34215c (03/14) - FLSA and Related Coverage
- PF-34363a (04/13) - Shared Aggregate Limit
- PF-38314 (06/12) - Privacy/Network Security Exclusion
- PF-38679 (08/12) - General Terms and Conditions Miscellaneous Amendments
- PF-38681 (08/12) - EPL Miscellaneous Amendments
- PF-38682 (08/12) - Fiduciary Miscellaneous Amendments
- PF-39360 (11/12) - D&O Miscellaneous Amendments
- PF-39393 (11/12) - Specified Party Exclusion - D&O ("By or Against")
- TRIA12b (01-08) - Disclosure Pursuant To Terrorism Risk Insurance Act
- All-21101 (11-06) - Trade or Economic Sanctions Endorsement
- All-20887 (10-06) - ACE Producer Compensation Practices & Policies
- ALL-4Y30d (10/2009) - Information and Complaints
- PF-17914 (02/05) - OFAC Notice

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be signed by its President and Secretary, and countersigned by a duly authorized representative of the **Insurer**.

DATE: 05/11/2015



JOHN J. LUPICA, President  
Authorized Representative





**Exhibit 7.c  
SUPPLIER FUNDING**

**CONFIDENTIAL**

National Gas & Electric, LLC is filing electronically and will be sending the confidential documents via FedEx.

**National Gas & Electric Balance Sheet dated 9/30/2015**



**Exhibit 8.a**  
**EXPERIENCE, PLAN, STRUCTURE**

**Company History**

National Gas & Electric, a Texas Limited Liability company, is a newly formed Retail Energy Supplier with plans to selectively expand into deregulated states and utility territories. We are currently seeking licenses to supply Electricity and Natural Gas in Illinois, Maryland and Ohio with future plans to enter the New York and New Jersey markets in 2016. We will begin serving residential, commercial and industrial customers upon licensing in other states.

National Gas & Electric's executive team is an elite group of energy professionals with an impressive variety of industry experience (see Exhibit 8.b). National Gas & Electric's planned process for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints will be in accordance with Pennsylvania Public Utility Commission's rules and regulations.

**Staffing Structure and Employee Training Commitments**

National Gas & Electric is committed to providing the best service possible by recruiting and maintaining sufficient customer service, operations, sales, and support staff necessary to sustain and grow our business.

National Gas & Electric's corporate training program includes but is not limited to: knowledge of products and services; knowledge of rates, payment options and the customers' right to cancel; and the ability to provide the customer with a toll-free number from which the customer may obtain information about our mechanisms for handling billing questions, disputes, and complaints.

Standard of Conduct rules and compliance issues are a significant portion of training to ensure that the representatives fully understand the consumers' rights.

**Business Plans**

National Gas & Electric will enter the different utility territories in Pennsylvania as EDI testing and utility acceptance is completed. We plan on utilizing multiple methods of soliciting customers to include, but not limited to direct marketing, telesales, website, inbound, and social media. We intend to develop a comprehensive and consumer friendly website for ease of enrollment as an effective tool for consumer education and resources.

**Operational Expertise**

National Gas & Electric, LLC was formed in October 2015 by an elite group of industry experts with extensive experience in energy risk management, power and natural gas purchasing and trading, finance, operations, sales, regulatory affairs and customer service.



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**Documentation of membership in PJM**  
National Gas & Electric, LLC received membership approval on 11/3/2015.

McLavery, Megan <Megan.McLavery@pjm.com>

Tue 11/3/2015 12:39 PM  
Welcome to PJM!

National Gas & Electric, LLC has been approved for PJM membership in the Other Supplier sector and will be announced at the Members Committee ("MC") meeting to be held 11/19/2015. Original copies of your signed agreements will be mailed to the Members Committee representative selected by your organization, for your records.

To ensure your needs are met, either Michelle Souder or Risa Holland will be your initial point of contact, and will reach out to you to welcome you and talk about PJM. You can also contact our Customer Service Center at 866-400-8980 should you have any questions in the meantime.

We offer new members the opportunity to participate in a quarterly open house session covering a PJM 101 general overview hosted by your client manager. These sessions are scheduled from 1:00 p.m. – 3:00 p.m. Members may participate in an open discussion of the presentation material. If you wish to schedule a visit session, please contact Chris Franks, the visit coordinator. She can be reached at 610-666-4535 or [christine.franks@pjm.com](mailto:christine.franks@pjm.com).

Feel free to visit the following page on our site for a complete list of PJM trainings:  
<http://www.pjm.com/training.aspx>

Included in this email you will also find the **Stakeholder Process** document, which walks through PJM's stakeholder process at a very high level. Also attached is our **New Member Quick Guide**, which explains how to get started in PJM's stakeholder world – setting up accounts, education, attending meetings, joining rosters and distributions lists. Finally, you will find your complete **Welcome Kit** and PJM.com guide.

Thank you and welcome to PJM!

**Megan McLavery**  
**Membership Specialist, Member Support Services**  
(610) 666-8832 | Hotline: (866) 400-8980 | [Megan.McLavery@pjm.com](mailto:Megan.McLavery@pjm.com)  
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403



2750 Monroe Blvd.  
Valley Forge Corporate Center  
Norristown, PA 19403-2497

November 3rd, 2015

Ryan Uik  
National Gas & Electric, LLC  
12140 Wickchester Lane  
Suite 100  
Houston, TX 77079

Dear Mr. Ryan Uik,

Welcome to PJM!

As promised, enclosed is the signed membership agreement for your records. To ensure your needs are met, either Michelle Souder or Risa Holland will be your initial point of contact and will reach out to you to welcome you and talk about PJM. They can be contacted at [Michelle.Souder@pjm.com](mailto:Michelle.Souder@pjm.com) (610-666-4729) or [Risa.Holland@pjm.com](mailto:Risa.Holland@pjm.com) (610-666-5959). You may also contact our Customer Service Center at 866-400-8980 should you have any questions as well.

Thank you,

A handwritten signature in black ink that reads "Megan McLaurety". The signature is written in a cursive, flowing style.

Megan McLaurety

PJM Interconnection



Application for Membership  
Between  
PJM Interconnection, L.L.C.  
and

National Gas & Electric, LLC

This Application for Membership Agreement ("Agreement") is entered into between PJM Interconnection, L.L.C. ("PJM") and ("Applicant"). The purpose of this Agreement is to apply to become a member of the PJM and to participate under the PJM Amended and Restated Operating Agreement, Third Revised Rates Schedule FERC No. 24 ("Operating Agreement"). The Applicant has read and understands the terms and conditions of the Operating Agreement. The Applicant agrees to accept the concepts and obligations set forth in this Agreement and the Operating Agreement posted on the PJM website at: <http://www.pjm.com/documents/agreements/pjm-agreements.aspx>.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ("Tariff"). Such costs include but are not limited to: (i) payment obligations under Schedule 3 of the Operating Agreement, (ii) costs under Schedule 9 of the PJM Tariff, and (iii) potential default allocation payment obligations pursuant to Section 15.2 of the Operating Agreement (PJM may, under the Operating Agreement, declare members in default for not paying their invoices. If that occurs, PJM may pursue collection of the overdue invoices that exceed the collateral PJM holds from the defaulting member as well as take steps to terminate the defaulting members' membership. According to the Operating Agreement, all members are required to pay a portion of the payment default that exceeds the defaulting member's collateral held by PJM.)

The Applicant will pay the annual fee of \$3,000 for the remainder of the year of application upon notification of PJM application approval per Schedule 3.

The Applicant recognizes that it shall become a member of PJM effective as of the date that the Applicant receives the supplement to the Operating Agreement in the form prescribed in Schedule 4 of the Operating Agreement signed by the Applicant and countersigned by the President of PJM pursuant to section 11.6 of the Operating Agreement.

This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Applicant:

Signature: Todd Gibson

Name: Todd Gibson

Title: EVP/CFO

Date: 10/15/2015

PJM Interconnection, L.L.C.

Signature: Erin Lechert

Name: Erin Lechert

Title: Manager, Member Support Services

Date: 11/3/15



SCHEDULE 4

STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC

Any entity which wishes to become a Member of the LLC shall, pursuant to Section 11.6 of this Agreement, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

Additional Member Agreement

- 1. This Additional Member Agreement (the 'Supplemental Agreement'), dated as of 11/3/15 is entered into among National Gas & Electric, LLC and the President of the LLC acting on behalf of its Members.
2. National Gas & Electric, LLC has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Region is required to integrate National Gas & Electric, LLC's facilities, a copy of Attachment 3 from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. National Gas & Electric, LLC agrees to pay for all required metering, instrumentation and hardware and software appropriate for it to become a member.
3. National Gas & Electric, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
4. National Gas & Electric, LLC hereby gives notice that the name and address of its initial representative in the Members Committee under the Operating Agreement shall be:

Ryan Elk
12140 Wickchester Ln, Suite 100,
Houston, TX 77079 United States

- 5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members.
6. The Operating Agreement is hereby amended to include National Gas & Electric, LLC as a Member of the LLC thereby, effective as of November 3, 2015, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, National Gas & Electric, LLC and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives

Members of the LLC

By: [Signature] on behalf of Andy Ott
Name: ERIC L. SCHROEDT
Title: President
By: [Signature]
Name: W. Keith Maxwell, III
Title: President, Chief Executive Officer



**Exhibit 8.d.  
OVERSIGHT OF MARKETING**



**Quality Assurance Program**

## Introduction

**National Gas & Electric** will apply various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with **National Gas & Electric's** best practices and training standards. The elements of the Program are tailored to the concerns and individual components of each distinct marketing method, designed to incentivize representatives to act responsibly and will be implemented in a workable and effective manner.







## Telemarketing

- **National Gas & Electric** will design and review the marketing script to be used for all sales solicitations.
- All telemarketing will comply with applicable Do-Not-Call laws and regulations.
- The solicitation will be designed to comply with the provisions of each States regulatory requirements.
- The representative will be provided with current accurate data concerning the products and services offered by **National Gas & Electric**.
- The representative will have timely access to a Supervisor to address questions arising during the solicitation.
- **National Gas & Electric** will design and review the script used for telemarketing verification. All representatives must perform recordings and/or verifications through either third party verification companies hired by **National Gas & Electric**, or an automated voice verification system owned and operated by **National Gas & Electric**. All recordings and TPV will follow the requirements codified in the various State's regulations and will be designed to confirm to the customer's intent to either initiate and enroll supply service with **National Gas & Electric**, or to continue, or modify the service they receive from **National Gas & Electric**.
- **National Gas & Electric** will on a random and regular basis review a meaningful sample of sales recordings and verifications to ensure that the representative is following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he/she may be terminated if the deficiency is not immediately corrected. **National Gas & Electric** will work with the representative to address any identified deficiency. **National Gas & Electric** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **National Gas & Electric's** quality control standards.
- Copies of all Sales Agreements will be mailed within 3 business days after agreement occurs to each customer that is enrolled by **National Gas & Electric**.
- **National Gas & Electric** will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.



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## Electronic and Internet Marketing

- The website solicitation and materials will follow the requirements codified in the Uniformed Electronic Transactions Act (UETA) and each States regulations. The website will be designed to confirm the customer's intent to both initiate and enroll supply service with **National Gas & Electric**, or to continue, or modify the service they receive from **National Gas & Electric**.
- The website will include the latest product offers available from **National Gas & Electric**. The website will incorporate all the requirements and standards set forth in UETA to ensure unique electronic signatures are captured and retained pursuant to **National Gas & Electric's** record retention policies and procedures.
- Within 3 business days of final agreement to initiate service, **National Gas & Electric** will send an electronic confirmation notice to the customer at the customer's e-mail address.
- **National Gas & Electric** will on a random and regular basis review a meaningful sample of electronic sales to ensure that the website is following the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.



## Door-to-Door and Other In-Person Marketing

- **National Gas & Electric** may contract with D2D vendors or Multi-Level Marketing representatives for solicitation of its products and services. If we decide to utilize either of those marketing channels we will ensure that all rules, regulations and licensing is compliant with applicable laws as determined by the Public Utility Commissions.
- **National Gas & Electric** will utilize Brokers licensed where applicable.
- All Vendors and Brokers will be required to provide **National Gas & Electric** with a copy of a valid Broker license where applicable.
- All Vendors and Brokers will only use marketing materials that **National Gas & Electric** has designed and approved for all sales solicitations.
- All Vendors and Brokers will be provided with current accurate data concerning the products and services offered by **National Gas & Electric**.
- All Vendors and Brokers will have timely access to a **National Gas & Electric** Supervisor to address questions arising during the solicitation.
- **National Gas & Electric** will on a random and regular basis review the agreements obtained through In-person Broker solicitations to help ensure that best practices and the standards set forth in this Program are being implemented. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected.
- **National Gas & Electric** will work with the representative to address any identified deficiency. **National Gas & Electric** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **National Gas & Electric's** quality control standards.
- Copies of all Sales Agreements will be provided to each customer that is enrolled by **National Gas & Electric** as required under regulatory statutes and regulations.
- **National Gas & Electric** will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.



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## Direct Mail Marketing

- **National Gas & Electric** will review and prepare all materials used in a direct mail solicitation.
- Customers will be provided with complete copy of the Sales Agreement within 3 business days of the enrollment request.
- **National Gas & Electric** will employ direct mail solicitations that are consistent with the Commission's regulations.



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## External Marketing Channels

This section outlines the procedures applied by **National Gas & Electric** where it retains the services of outside vendors on a contractual basis to provide marketing services on behalf of **National Gas & Electric**:

- **National Gas & Electric** will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of **National Gas & Electric**.
- **National Gas & Electric** will require the provision of at least two references.
- **National Gas & Electric** will require the vendor to conduct marketing activities consistent with the provisions of the Program.
- **National Gas & Electric** will provide the vendor **National Gas & Electric's** written training materials.
- **National Gas & Electric** will prepare all sales and verification scripts used by the vendor.
- The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by **National Gas & Electric**.
- Vendors retained by **National Gas & Electric** must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.
- **National Gas & Electric** will issue a charge back on any commission related to sales received from telemarketing companies if the account is terminated prior to the completion of two billing cycles.



## Dispute Resolution Procedure

- **National Gas & Electric** will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and shall respond promptly to complaints forwarded by the Department.
- When **National Gas & Electric** receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature.
- The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry to a Supervisor, who will review the matter and respond to the customer within five (5) business days.
- Upon receipt of a complaint forwarded by the Commission or other governmental agency, **National Gas & Electric** will respond in accordance with the direction provided by the Commission, or other agency.
- **National Gas & Electric** will cooperate with the Commission regarding marketing practices and with local law enforcement in investigations concerning deceptive marketing practices.
- In the event of any dispute involving a sales agreement and/or authorization, **National Gas & Electric** will provide a copy of the customer's acceptance of the sales agreement and/or authorization for release of information or provide on-line access to the acceptance and/or authorization within five (5) calendar days after a request from the Commission.



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## Document Retention Policy

- **National Gas & Electric** will retain written agreements and/or authorizations for two (2) years from the effective date of the agreement and/or authorization or for the length of the agreement whichever is longer.



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**Exhibit 8.e.  
OFFICERS**

**W. Keith Maxwell, III  
President and Chief Executive Officer**

Mr. Maxwell has over 30 years' experience in the oil and gas industry. He is the Founder and Chairman of Spark Energy, a multi-state, certified retail electric and natural gas supplier. Mr. Maxwell is the former Chairman and CEO of Marlin Midstream and a founding partner at Wickford Energy, an oil and gas producer service company that was sold to Black Hills Corp. Previous to his tenure at Spark, he was the former Partner at Polaris Pipeline, a natural gas producer services and midstream company that was sold to TECO Pipeline. Mr. Maxwell is the President and Chief Executive Officer of National Gas & Electric, LLC.

**Todd Gibson  
Executive Vice President and Chief Financial Officer**

Mr. Gibson has over 30 years of diverse experience in the energy sector with the last 16 years focused in the retail energy/utility markets (both natural gas and power) and midstream. He joined the Spark Energy family of companies at inception in 1999 and has served in numerous roles and capacities both in operations as well as in accounting and finance. He was a former Audit Manager with Arthur Andersen. He was also the former CFO of Spark Energy and Marlin Midstream and previously was CFO of both Black Hills Energy Resources and Wickford Energy. Mr. Gibson is currently Executive Vice President and CFO of National Gas & Electric, LLC.

**Terry Jones  
General Counsel**

Mr. Jones has over 35 years of legal experience in the energy industry. He held positions within the Spark Energy family of companies, including serving as Executive Vice President of Spark Energy, pre-IPO, board member, and General Counsel of Marlin Midstream. Prior to Spark Energy, he was the Senior Vice President and General Counsel of all Dynegy Inc.'s operating divisions and was part of Dynegy and its predecessors from 1994-2005. He is a former Partner with the law firm of Simon, Peragine, Smith and Redfearn. He has his Juris Doctorate Degree from Herbert Law School (LSU). Mr. Jones is Executive Vice President and General Counsel of National Gas & Electric, LLC.





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**Gary Lancaster**  
**Assistant General Counsel**

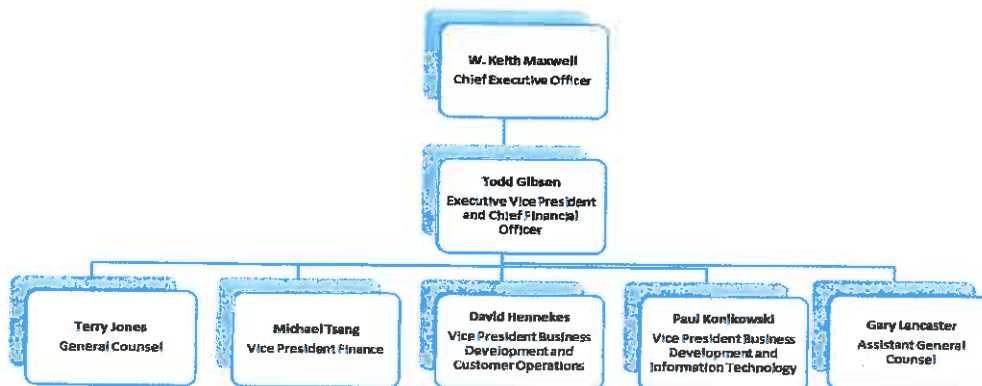
Mr. Lancaster has been a lawyer for over 35 years and has extensive experience in upstream, midstream, and downstream operations. He has served in various executive, legal, and land management roles for companies such as Ashland Inc., J. M. Huber Corporation, BP, and Mitsui E&P USA LLC. He also practiced as a lawyer in private practice, including being a Partner with Duane Morris LLP and Of Counsel with Baker & McKenzie, where he practiced energy law with a concentration in domestic, international and cross-border energy project development, mergers and acquisitions, financing, upstream, and midstream transactions. He has a B.A. Degree from West Virginia University and a J.D. Degree from the University of Miami. Mr. Lancaster is currently the Assistant General Counsel of National Gas & Electric, LLC.

**David Hennekes**  
**Vice President**

- National Gas & Electric, LLC 2015-Present (1 year)
  - Vice President, Business Development and Customer Operations- Responsible for new market entry and infrastructure development of a start-up retail electric and natural gas company.
- NeDevco Partners, LLC 2015-Present (1 year)
  - Lead business development, sales and marketing, operations and performance improvement for a holding company that manages electricity and natural gas suppliers in deregulated markets
- Crescent Horizons, LLC 2012-Present (3 yrs.)
  - Business Development and Management Consultant – Services include: energy software and technology, partnerships, marketing, sales, product development, smart grid, and customer operations.
- FirstEnergy Corporation 2011-2012 (1 year)
  - Chief Marketing Officer – Accountable for sales and marketing to residential, commercial and industrial segments, including P&L responsibility, market strategy, pricing, direct and indirect sales forces, web, advertising and communications functions.
- TXU Energy 2004-2011 (7 years)
  - Accountable for determining consumer strategies and leading multiple functions spanning marketing, sales and customer operations.
- Reliant Energy (NRG) 2000-2014 (4 years)
  - Managing Director, Retail Operations – Managed the accounts receivable portfolio, billing, payments, and customer care operations.

**Paul Konikowski**  
**Vice President**

- National Gas & Electric 2015-Present (1 year)
  - Vice President, Business Development and IT – Responsible for business development, IT and operations for a start-up retail electric and natural gas energy companies.
- NuDevco Partners, LLC 2015-Present (1 year)
  - Vice President – Manage/improve sales, marketing, business development, IT and operations of various natural gas and electricity retailers under the NuDevco umbrella of companies.
- Glacial Energy 2013-2015 (2 years)
  - Chief Operating Officer – New Market entry, pricing and product structuring, supply agreements and built a low cost customer acquisition model.
- Spark Energy, Inc. 2010-2011 (1 year)
  - Sr. Vice President/CIO – Development of tactical and strategic IT plan, market entry, CIS system remediation, system conversions, website development and creation of a shared service model to support multiple companies.
- MxEnergy, Inc. 2006-2010 (4 years)
  - Managing Director of IT and Customer Operations – System conversions and integration, development and implementation of IT Strategy, implementation of SOX compliance.
- Shell Energy Services 2003-2006 (3 years)
  - IT Manager – Managed all aspects of outsourcing application infrastructure, DBA's, middleware and web development teams, project management.





**Exhibit 9  
DISCLOSURE STATEMENTS**

**Pennsylvania Residential and Small Commercial  
Contract Summary**

Electric Generation Supplier Information	National Gas & Electric, LLC 12140 Wickchester Lane, Ste. 100 Houston, TX 77079 1-888-442-0002 PA License No.: A-xxxx-xxxxxxx www.NGandE.com
Price Plan	«Price Plan Type».
Generation/Supply Price	«RATE» «Name»
Statement Regarding Savings	«Gauranteed Savings Rate»% «Conditions on Savings»
Term of Agreement	«Term Length» «Term Type»«End Date»
Cancellation/Early Termination Fees	«ETF».
Rescission	You may cancel this Agreement without any penalty any time before midnight of the third business day after you receive this Disclosure Statement. After such third business day, you may cancel this Agreement at any time by calling National Gas & Electric, but you will be required to pay the early termination fee
Renewal Terms	You will receive two separate written notifications prior to the end of your contract term. These notifications will explain your options going forward. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective



**Pennsylvania Residential and Small Commercial  
Disclosure Statement and Terms of Service**

This is an agreement for electric generation service between National Gas & Electric, LLC (National Gas & Electric) and you, for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. Together, this Disclosure Statement, including the terms of service set forth herein, your Contract Summary, and your Welcome Letter or Electric Service Agreement collectively describe your agreement with respect to your purchase of electric generation service from National Gas & Electric (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. National Gas & Electric is licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-xxxx-xxxxxx. We set the generation prices and charges that you pay. Your Electric Distribution Company will deliver the electric generation to you. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Definitions**

**Small Customer** – A residential or small commercial customer that has a peak demand of less than 25 kilowatts during the most recent consecutive 12-month period.

**Electric Distribution Company (EDC)** – The public utility providing facilities for the distribution of electricity to retail customers.

**Generation Charge** – Charge for production of electricity.

**Public Utility Commission (PUC)** – the Pennsylvania Public Utility Commission.

**Transmission Charge** – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

**Right of Rescission** - You may rescind this Agreement at any time before midnight of the third business day after receiving this disclosure statement.

**Terms of Service**

**Basic Service Prices.**

Your rate plan will be as specified in your Welcome Letter or Electric Service Agreement.

**Fixed Rate Plan:** You will pay the fixed rate per kWh as specified in your Welcome Letter or Electric Service Agreement for the length of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Welcome Letter or Electric Service Agreement.

Average Monthly Use	500 kWh	1000 kWh	2000 kWh
Average Price per kWh	«Average Rate 500 Usage»	«Average Rate 1000 Usage»	«Average Rate 2000 Usage»

**Immediate Savings Plan:** For the first two months of your plan, you will receive a specified percentage savings off of the EDC's base commodity rate for electricity supply. Thereafter, you will receive National Gas & Electric's standard variable rate which will vary according to market conditions. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Welcome Letter or Electric Service Agreement.

**Variable Rate Plan:** A month-to-month plan where your rate may vary according to market conditions. There is no limit on how much your rate may vary from one billing cycle to the next. Variable rate plan customers may obtain the 24 months average monthly billed prices by rate class and EDC service territory. Please note that historical pricing is not indicative of present or future pricing.

The rate you pay National Gas & Electric will include the Generation Charge, Transmission Charge, and gross receipts tax for services provided under this Agreement. Your price does not include applicable Pennsylvania sales tax or any local tax. You are responsible for any and all taxes (whether passed through to you on EDC's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and EDC charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide National Gas & Electric with the necessary certificates and other documentation to qualify for such status.

**Billing.** Your EDC will continue to issue a monthly bill and the bill will include both your Transmission Charge and your Generation Charge, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. National Gas & Electric will use the same meter reading information from the EDC to derive your Generation Charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the EDC's tariff.



National Gas & Electric does not pay or arrange for the payment of any outstanding debts owed by you to the EDC or previous Electric Generation Supplier (EGS).

**Length of Agreement (Term).** The Term of this Agreement is as specified on your Welcome Letter or Electric Service Agreement. With the exception of a new meter installation or special meter reading date, you will buy your electric generation service for the service addresses set forth in your Welcome Letter or Electric Service Agreement from National Gas & Electric on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. You have three business days to accept or decline this Agreement upon its receipt. This Agreement shall remain in effect until you notify National Gas & Electric in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the EDC completes the termination in accordance with its rules.

**Penalties, Fees and Exceptions.**

**You may be assessed an early termination fee if you cancel or terminate this Agreement prior to the end of the Term. If an early termination fee is applicable, the amount of the early termination fee will be as specified in your Welcome Letter and Electric Generation Supplier Contract Summary or Electric Service Agreement.**

Notwithstanding the foregoing, you may cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. National Gas & Electric may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

**Cancellation Provisions.** You may cancel this Agreement without any penalty any time before midnight of the third business day after you receive this Disclosure Statement. After such third business day, you may cancel this Agreement at any time by calling National Gas & Electric, but you will be required to pay the early termination fee described in Section 0 above, if applicable. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date National Gas & Electric notifies your EDC. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If for any reason National Gas & Electric is no longer able to economically continue this Agreement, National Gas & Electric may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of National Gas & Electric if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to National Gas & Electric is or becomes untrue. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the EDC until you designate another provider of electric generation service or service is shut off by the EDC. Only the EDC may shut off your electric power.

**Agreement Expiration/Change in Terms.** If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. If you do not respond to notices of expiration, the current contract shall remain in place until you (i) select another offer from National Gas & Electric, (ii) enroll with another EGS, or (iii) return to the default service provider.

**Information Release and Authorization.** By accepting this contract I authorize National Gas & Electric to obtain information from the utility through the term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service, and when charges under this agreement are included on my Utility bill, billing and payment information from the Utility. I authorize National Gas & Electric to release that information to third parties who need to use or be aware of such information in connection with my electric generation service, as well as to its affiliates and subcontractors for marketing purposes. These authorizations shall remain in effect as long as this agreement (including any renewal) is in effect. I may rescind these authorizations at any time by either calling National Gas & Electric at 1-888-442-0002 or providing written notice to National Gas & Electric. National Gas & Electric reserves the right to reject my enrollment or terminate the agreement if I rescind these authorizations, if I fail to meet or maintain satisfactory credit standing as determined by National Gas & Electric, or if I fail to meet minimum or maximum threshold electricity consumption levels as determined by National Gas & Electric, if I fail to remit payment in a timely fashion, National Gas & Electric may report the delinquency to a credit reporting agency.

**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.





**Warranties.** NATIONAL GAS & ELECTRIC MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**Limitation of Liability.** You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. NATIONAL GAS & ELECTRIC WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

**Mandatory Arbitration.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

**Class action Waiver.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

#### **Miscellaneous.**

If National Gas & Electric is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of National Gas & Electric that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, other EGSs, qualified scheduling entities, EDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

Your electric generation service will be provided in accordance with your existing connection requirements unless you request a change by the EDC and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the EDC providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. National Gas & Electric and you will be bound by the measurement from the meters owned, installed, maintained and read by the EDC.

This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of Pennsylvania, without regard to principles of conflicts of laws.

These Terms of Service, along with your Contract Summary and Welcome Letter or Electric Service Agreement, constitute the entire agreement between you and National Gas & Electric relating to the subject matter hereof and supersede any other agreements, written or oral, between you and National Gas & Electric concerning the subject matter of the Agreement.



You may not assign this Agreement or your obligations under this Agreement without National Gas & Electric's prior written consent. National Gas & Electric may assign this Agreement, together with all rights and obligations hereunder, to (i) National Gas & Electric's electricity supplier, or such supplier's designee, (ii) an affiliate of National Gas & Electric or to any other person succeeding to all or substantially all of National Gas & Electric's assets, or (iii) in connection with any financing or other financial arrangement.

Any failure by National Gas & Electric to enforce any term or condition of your electric generation service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.

**Contact Information.** Information regarding National Gas & Electric's generation energy sources, energy efficiency, environmental impacts, or historical billing data is available upon request. Residential customers and small commercial customers are entitled to receive at no charge and at least once a year, historical billing data from whomever reads their meter for billing purposes.

Electric Generation Supplier:

National Gas & Electric, LLC  
12140 Wickchester Lane, Ste. 10  
1-888-442-0002  
PA License No.: A-xxxx-xxxxxxx  
www.NGandE.com  
Hours of Operation: Monday through Friday (except holidays), 8:00 a.m. to 5:00 p.m., Eastern Standard Time

Electric Distribution Company &  
Provider of Last Resort:

«UtilityName»  
«UtilityAddress»  
«UtilityCity», «UtilityState» «UtilityZip»  
«UtilityPhone»  
«UtilityURL»

In the case of an outage, call:  
Public Utility Commission:

«UtilityEmergencyPhone», press option #1  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Utility Choice Hotline:

1-800-692-7380

**Low Income Assistance Programs.** The Low-Income Home Energy Assistance Program (LIHEAP) offers help if you're struggling to pay your home heating bills. LIHEAP is funded by the federal government and administered by the Pennsylvania Department of Public Welfare. The program provides cash grants to help families with heating bills and crisis grants to help families that are at risk of losing their power or coping with heating emergencies, like equipment breakdowns. For more information about the program, call your county agency or the LIHEAP hotline at 1-866-857-7095 from 8 a.m. to 5 p.m. Monday through Friday. Your EDC may provide other payment assistance programs. Call PECO at 1-888-480-1533 to discuss other payment arrangements available to you.



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Universal Service Program. All utility customers, regardless of their economic circumstances, are entitled to utility service at a reasonable price. Each utility company has programs available to customers, who are on a limited or fixed income, to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services.

Allegheny Power	1-800-207-1250
Duquesne Light Company	1-888-393-7600
First Energy/Penelec & Met-Ed	1-800-207-9276
PECO-Electric	1-800-774-7040
Penn Power	1-800-720-3600
PPL Utilities-Electric	1-800-342-5775
UGI-Electric	1-800-276-2722



The Applicant understands that compliance with this requirement must be filed within 120 days of the Applicant receiving a license. As well, the Applicant understands that compliance with this requirement may be filed with this instant application.

(Select only one of the following)

- AGREED - Applicant has included compliance with this requirement in the instant application, labeled in correspondence with this section (10).
- AGREED - Applicant will provide compliance with this requirement within 120 days of receiving its license
- ACKNOWLEDGED - Applicant is not proposing to provide retail electric supply service at this time, and therefore is not presently obligated to provide such information

b. **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. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 54.43, as well as any future amendments.

AGREED

c. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:

- Retail Electricity Choice Activity Reports: The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.
- Net Metering Reports: Applicant shall be responsible to report any Net Metering per the Standards on [http://www.puc.pa.gov/consumer\\_info/electricity/alternative\\_energy.aspx](http://www.puc.pa.gov/consumer_info/electricity/alternative_energy.aspx). Scroll down to the Net Metering Standards Section.
- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(d).
- Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

AGREED

The Applicant understands that compliance with this requirement must be filed within 120 days of the Applicant receiving a license. As well, the Applicant understands that compliance with this requirement may be filed with this instant application.

*(Select only one of the following)*

- AGREED** - Applicant has included compliance with this requirement in the instant application, labeled in correspondence with this section (10).
- AGREED** - Applicant will provide compliance with this requirement within 120 days of receiving its license
- ACKNOWLEDGED** - Applicant is not proposing to provide retail electric supply service at this time, and therefore is not presently obligated to provide such information

**b. 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. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 54.43, as well as any future amendments.

**AGREED**

**c. REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:

- **Retail Electricity Choice Activity Reports:** The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- **Reports of Gross Receipts:** Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- **The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.**
- **Net Metering Reports:** Applicant shall be responsible to report any Net Metering per the Standards on [http://www.puc.pa.gov/consumer\\_info/electricity/alternative\\_energy.aspx](http://www.puc.pa.gov/consumer_info/electricity/alternative_energy.aspx). Scroll down to the Net Metering Standards Section.
- **Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(d).**
- **Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.**

**AGREED**



**Exhibit 2.b.**

**BUSINESS ENTITY FILINGS AD REGISTRATION**

**National Gas & Electric is a Texas limited liability company formed October 29, 2013.**

**Attached:**


PA Authority to do Business

Operating Agreement

Names/Address of Officers

Entity# : 6291861  
 Date Filed : 09/11/2015  
 Pedro A. Cortés  
 Secretary of the Commonwealth

**PENNSYLVANIA DEPARTMENT OF STATE  
 BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Document will be returned to the name and address entered below.			<b>Foreign Registration Statement</b> DSCB 15-412 (7/1/2015) 
Otto, Laura K			
Name			
2105 CityWest Blvd., Suite 100			
Address			
Houston	TX	77042	
City	State	Zip Code	

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov>.

Fee: \$250

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- Business Corporation     
  Limited Partnership     
  Business Trust  
 Nonprofit Corporation     
  Limited Liability (General) Partnership     
  Professional Association  
 Limited Liability Company     
  Limited Liability Limited Partnership

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

National Gas & Electric, LLC

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

A resolution of the governors adopting the name in 2A for use in registering to do business in this Commonwealth must be attached.

3. The jurisdiction of formation:

TX

4. The street and mailing address of the association's principal office.

2105 CityWest Blvd., Suite 100,	Houston	TX	77042	United States
Number and street	City	State	Zip	Country

4B. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

2105 CityWest Blvd., Suite 100,	Houston	TX	77042	United States
Number and street	City	State	Zip	Country

**PENN File: September 11,2015**





## Office of the Secretary of State

### CERTIFICATE OF FILING OF

National Gas & Electric, LLC  
801875137

[formerly: Accept Energy, LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 07/20/2015

Effective: 07/20/2015



A handwritten signature in black ink, appearing to read "C. Cascos".

Carlos H. Cascos  
Secretary of State

**Form 424**  
**(Revised 05/11)**  
 Submit in duplicate to:  
 Secretary of State  
 P.O. Box 13697  
 Austin, TX 78711-3697  
 512 463-5555  
 FAX: 512/463-5709  
**Filing Fee: See instructions**



**Certificate of Amendment**

This space reserved for office use.

**FILED**  
 in the Office of the  
 Secretary of State of Texas  
 JUL 20 2015  
 Corporations Section

**Entity Information**

The name of the filing entity is:

Accept Energy, LLC

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- For-profit Corporation
- Nonprofit Corporation
- Cooperative Association
- Limited Liability Company
- Professional Corporation
- Professional Limited Liability Company
- Professional Association
- Limited Partnership

The file number issued to the filing entity by the secretary of state is: Texas

The date of formation of the entity is: 10/29/2013

**Amendments**

**1. Amended Name**

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

National Gas & Electric, LLC

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

**2. Amended Registered Agent/Registered Office**

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:



LIMITED LIABILITY COMPANY OPERATING AGREEMENT

OF

NATIONAL GAS & ELECTRIC, LLC  
A Texas Limited Liability Company

(Formerly Known as Accept Energy, LLC)

A. This LIMITED LIABILITY COMPANY OPERATING AGREEMENT (this "Agreement") of National Gas & Electric, LLC (the "Company"), dated as of July 8, 2015, is adopted, executed and agreed to by Retailco, LLC, the sole Member of the Company (the "Organizational Member") and replaces in its entirety any previously adopted Operating Agreement(s) of the Company.

B. The Company was formed as a limited liability company under the laws of the State of Texas, effective as of October 29, 2013. The Certificate of Formation of the Company filed with the Texas Secretary of State remains in full force and effect and is ratified and approved by the Organizational Member. By name change dated July 8, 2015, the name of the Company was changed from Accept Energy, LLC to National Gas & Electric, LLC.

C. The Organizational Member enters into this agreement to provide for the governance of the Company and the conduct of its business, and to specify the relative rights and obligations of the Organizational Member and any future Members of the Company.

NOW THEREFORE, the Organizational Member agrees as follows:

ARTICLE 1: DEFINITIONS

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the Texas Business Organizations Code.

"**Capital Contribution**" means the amount of cash, property or services contributed to the Company.

"**Company**" means National Gas & Electric, LLC, a Texas limited liability company.

"**Member**" means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

"**Membership Interests**" means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A.

"**Organizational Member**" means Retailco, LLC.



**“Percentage Interests”** means a percentage ownership interest in the Company entitling the holder to an economic and voting interest in the Company.

**“Person”** means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company or other type of legal entity, whether domestic or foreign.

**“Unit”** means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.

## **ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS**

**2.1 Membership Interests.** The Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.

**2.2 Subsequent Contributions.** No Member shall be obligated to make additional capital contributions unless unanimously agreed to by all the Members.

**2.3 Capital Accounts.** Individual capital accounts may be maintained for each Member consisting of that Member’s Capital Contribution, (1) increased by that Member’s share of profits, (2) decreased by that Member’s share of losses and company expenses, (3) decreased by that Member’s distributions and (4) adjusted as required in accordance with applicable tax laws.

**2.4 Interest.** No interest shall be paid on Capital Contributions or on the balance of a Member’s capital account.

**2.5 Limited Liability.** A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

## **ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS**

**3.1 Allocations.** The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to the relative Membership Interests held by each Member.

**3.2 Distributions.** The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Interests. The timing and amount of distributions shall be determined by the Members in accordance with Texas law.

## **ARTICLE 4: MANAGEMENT**

**4.1 Management.** The business of the Company shall be managed by the Members. In the event of a dispute between the Members, final determination shall be made by a vote of the

majority of the Members (unless a greater percentage is required in this Agreement or under Texas law.)

4.2 **Banking.** The Company, through one or more of its Members, is authorized to establish one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being established. All funds of the company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

4.3 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Members and shall have the authority to carry on the day to day business of the Company, having powers similar in scope and authority as officers of corporations.

#### **ARTICLE 5: ACCOUNTS AND ACCOUNTING**

5.1 **Accounts.** Complete books of account of the company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open for inspection and copying on reasonable notice by any Member or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member. The costs of such inspection and copying shall be borne by the requesting Member.

5.2 **Records.** At all times during the term of existence of the Company, and beyond that term if the Members deems it necessary, the Company shall keep or cause to be kept the following:

- (a) A current list of the full name and last known business or residence address of each Member, together with the date such person became a Member, his or her Capital Contribution, the amount and terms of any future Capital Contribution agreed upon by such Member, and the Membership interest of each Member;
- (b) A copy of the Certificate of Formation and any amendments;
- (c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years; and
- (d) An original executed copy or counterparts of this agreement and any amendments.

5.3 **Income Tax Returns.** Within forty-five (45) days after the end of each taxable year, the Company shall use all reasonable efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

5.4 **Tax Matters Member.** Retailco, LLC shall act as tax matters Member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

#### **ARTICLES 6: MEMBERSHIP—MEETINGS, VOTING**

6.1 **Members and Voting Rights.** Members shall have the right and power to vote on all matters with respect to which this agreement or Texas law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement, the Certificate of Formation or under the Texas Business Organizations Code (where a greater voting requirement may be needed), the vote of the Members holding a majority of the Membership Interests at a meeting of Members at which a quorum is present shall be required to approve or carry an action. A quorum shall consist of Members holding a majority of the Membership Interests.

6.2 **Meetings.** Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Notice shall be given not less than 10 days nor more than 60 days before the date of any meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting in writing, orally, or by attendance.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by Texas law, including by conference telephone or similar communications equipment in addition, any action which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Membership Interest needed to approve the action

6.3 **Greater Voting Requirements.** The affirmative vote, approval, or consent of a majority of all the Membership Interest is required to:

- (a) change the status of the Company from one in which management is reserved to the Members to one in which management is vested in one or more Managers, or vice versa;
- (b) issue any additional Membership Interests in the Company subsequent to the issuance of Membership interests to the initial Members of the Company
- (c) approve any merger, consolidation, share or interest exchange, or other transaction authorized by or subject to the provision of Chapter Ten of the Texas Business Organizations Cod;
- (d) voluntarily cause the dissolution of the Company;
- (e) authorize any transaction, agreement, or action on behalf of the Company that is unrelated to its purpose as set forth in this agreement or articles of organization or that otherwise contravenes this agreement; or

(f) authorize any act that would make it impossible to carry on the ordinary business of the Company.

#### **ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS**

**7.1 Withdrawal.** A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member who withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.

**7.2 No Restrictions on Transfer.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A Person that acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Operating Agreement on a form approved by the Members.

#### **ARTICLE 8: DISSOLUTION AND WINDING UP**

**8.1 Dissolution.** The Company shall be dissolved upon the first to occur of the following events:

(a) The vote of the Members holding a majority of the outstanding Membership Interests to dissolve the Company.

(b) Entry of a decree of judicial dissolution or termination under Chapter 11 of the Texas Business Organizations Code.

(c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

**8.2 No automatic dissolution upon certain events.** Neither the death, incapacity, dissociation, bankruptcy or withdrawal of a Member shall automatically cause dissolution of the company.

#### **ARTICLE 9: INDEMNIFICATION**

**9.1 Indemnification.** The Company shall have the power and agrees to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by

reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

To the extent that an agent of the Company has been successful on the merits in defense of any proceeding, or in defense of any claim, issue, or matter in any such proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Members.

"Proceeding," as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

**9.2 Expenses.** Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of such Proceeding, as authorized by the Members or Managers, as the case may be, upon receipt of an undertaking by such Person to repay such amount if it shall ultimately be determined that such Person was not entitled to be indemnified by the Company.

"Expenses," as used in this section, includes, without limitation, attorneys' fees and expenses of establishing a right to indemnification, if any, under this section.

## **ARTICLE 10: GENERAL PROVISIONS**

**10.1 Entire Agreement; Amendment.** This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and superseded all prior written and oral agreements by and among the Members.

**10.2 Governing Law; Severability.** This agreement shall be construed and enforced in accordance with the internal laws of the State of Texas. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity,

illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.

10.3 **Benefit.** This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.4 **Number and Gender.** Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

10.5 **No third Party Beneficiary.** This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.

**IN WITNESS WHEREOF**, the Organizational Member has executed Operating Agreement effective as of the date set forth above.

**ORGANIZATIONAL MEMBER:**

**RETAILCO, LLC**

By: 

Name: W. Keith Maxwell III

Title: Chief Executive Officer





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## **Officers**

### **W. Keith Maxwell, III**

Chief Executive Officer

Address: 12140 Wickchester Lane, Ste. 100, Houston, TX 77079

Phone: 888-442-0002

### **Todd Gibson**

Executive Vice President and Chief Financial Officer

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### **Terry Jones**

General Counsel

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### **David Hennekes**

Vice President

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### **Paul Konikowski**

Vice President

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