



Attachment 2.b.


BUSINESS ENTITY FILINGS AND REGISTRATION

National Gas & Electric, LLC (FKA Accept Energy, LLC) is a Texas limited liability company formed October 29, 2013.

Attached:

PA Authority to do Business
Operating Agreement
Names/Address of Officers

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Document will be returned to the name and address entered below.			Foreign Registration Statement	
Otto, Laura K			DSCB. 15-412	
Name			(7/1/2015)	
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	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

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 DAUPHEN
 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



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



Attachment 6.a.

Proof of Service



Appendix C

CERTIFICATE OF SERVICE

On this the _____ day of _____ 2016, I, **Todd Gibson**, certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or searchable PDF version on a cd-rom, upon the following:

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

Office of the Small Business Advocate
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101

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

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

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

Peoples Natural Gas
Lynda Petricevich
225 North Shore Drive
Pittsburgh, PA 15212
PH: 412.208.6528
FAX: 412.208.6577
e-mail: Lynda.w.petricevich@peoples-gas.com

PECO
Carlos Thillet, Manager, Gas Supply and
Transportation
2301 Market Street, S9-2
Philadelphia, PA 19103
PH: 215.841.6452
Email: carlos.thillet@exeloncorp.com

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

Todd Gibson, EVP and CFO



February 1, 2016

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

RE: National Gas & Electric, LLC's signed and verified Application with attachments (52 Pa. Code §5.14)

To Whom it May Concern:

Enclosed please find a copy of National Gas & Electric, LLC's Application for License to Supply Natural Gas that has been submitted to the Pennsylvania Public Utility Commission together with applicable correspondence and attachments.

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

Respectively submitted,

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

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

Enclosures:

Copy of National Gas & Electric's Application to Supply Natural Gas in the Commonwealth of Pennsylvania



February 1, 2016

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

RE: National Gas & Electric, LLC's signed and verified Application with attachments (52 Pa. Code §5.14)

To Whom it May Concern:

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

Respectively submitted,

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

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

Enclosures:

Copy of National Gas & Electric's Application to Supply Natural Gas in the State of Pennsylvania



February 1, 2016

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

RE: National Gas & Electric, LLC's signed and verified Application with attachments (52 Pa. Code §5.14)

To Whom it May Concern:

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

Respectively submitted,

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

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

Enclosures:

Copy of National Gas & Electric's Application to Supply Natural Gas in the State of Pennsylvania



February 1, 2016

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

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

Enclosures:

Copy of National Gas & Electric's Application to Supply Natural Gas in the State of Pennsylvania



February 1, 2016

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

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To Whom it May Concern:

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

Respectively submitted,

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

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

Enclosures:

Copy of National Gas & Electric's Application to Supply Natural Gas in the State of Pennsylvania



February 1, 2016

Peoples Natural Gas
Lynda Petrichevich
225 North Shore Drive
Pittsburgh, PA 15212

RE: National Gas & Electric, LLC's signed and verified Application with attachments (52 Pa. Code §5.14)

To Whom it May Concern:

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

Respectively submitted,

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

Enclosures:

Copy of National Gas & Electric's Application to Supply Natural Gas in the State of Pennsylvania



February 1, 2016

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

RE: National Gas & Electric, LLC's signed and verified Application with attachments (52 Pa. Code §5.14)

To Whom it May Concern:

Enclosed please find a copy of National Gas & Electric, LLC's Application for License to Supply Natural Gas that has been submitted to the Pennsylvania Public Utility Commission together with applicable correspondence and attachments.

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

Respectively submitted,

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

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

Enclosures:

Copy of National Gas & Electric's Application to Supply Natural Gas in the State of Pennsylvania



Attachment 7.a

BONDING

National Gas & Electric will initially be serving customers in PECO and Peoples Gas territories. Attached are letters confirming NGDC bonding requirements.

PECO
Peoples Gas



PEOPLES NATURAL GAS



PEOPLES TWP

225 North Shore Drive
Pittsburgh, PA 15212

Lynda W. Petrichevich
Director, Rates and Requirements Forecasting

Peoples Service Company LLC
Phone: 412-208-6528; Fax: 412-208-6577
Email: lpetrichevich@peoples-gas.com

December 17, 2015

W. Keith Maxwell, III
President and Chief Executive Officer
National Gas & Electric LLC
12140 Wickchester Lane, Suite 100
Houston, TX 77479

Dear Mr. Maxwell:

We are pleased that National Gas & Electric LLC has applied for a license to provide natural gas services on the Peoples Group of Companies. Specifically you have requested to be licensed as a supplier on the distribution systems of Peoples Natural Gas Company LLC, Peoples TWP, and Peoples Natural Gas LLC – Equitable Division (“the Companies”).

Since National Gas & Electric LLC is not currently operating a Pool on the Peoples systems, we have determined at this time that National Gas & Electric LLC does not need a bond or other financial security requirement to provide these services to the Company’s customers.

If a Pool is established which alters the creditworthiness requirement or the Company’s exposure to National Gas & Electric LLC provision of services on the Peoples’ system changes in the future, the Companies may deem it appropriate to require a bond or other financial instrument.

If you have any questions feel free to contact me at 412-208-6528 or by email at Lynda.W.Petrichevich@peoples-gas.com.

Sincerely,

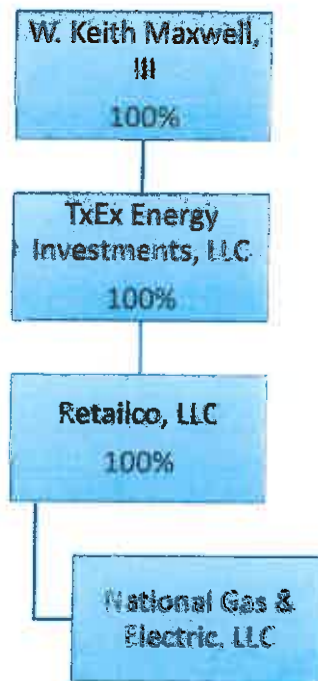
Lynda W. Petrichevich
Director – Rates and Requirements Forecasting
Peoples Natural Gas Company LLC

Cc: Steven Kolich
Carol Miller

Attachment 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 Attachment 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 Attachments accounts over a minimum two year period.

See Attachment 7.c.

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

See Attachment 7.c.



**Attachment 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



Attachment 7.f
TAX CERTIFICATION



Attachment 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 have been approved to supply natural gas in New York, Ohio and Maryland and are pending licenses in Illinois and New Jersey. 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 Attachment 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.



**Attachment 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 State's 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.



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.



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.



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.



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.



**Attachment 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.



Gary Lancaster
Assistant General Counsel

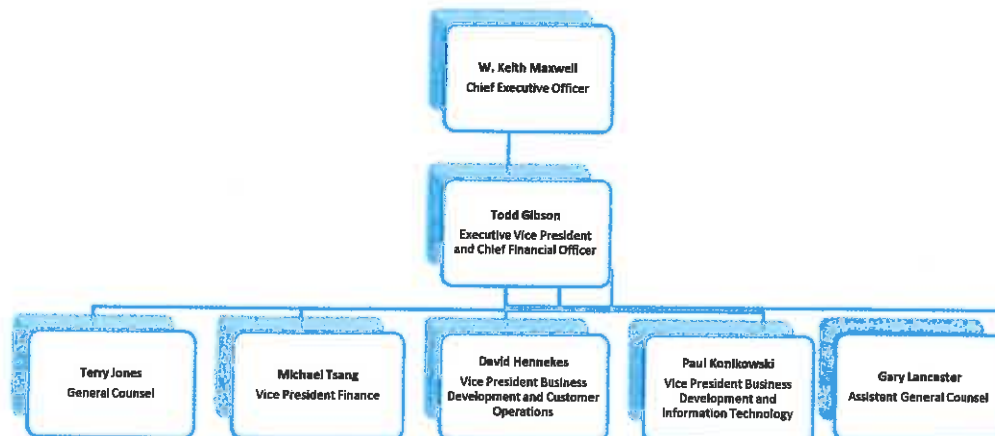
Mr. Lancaster has been a lawyer for over 35 years and has extensive experience in upstream, midstream, and downstream operations. He has served in various executive, legal, and land management roles for companies such as Ashland Inc., J. M. Huber Corporation, BP, and Mitsui E&P USA LLC. He also practiced 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.





Attachment 9
DISCLOSURE STATEMENTS

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

**Pennsylvania Residential and Small Commercial
Contract Summary**

Natural Gas Supplier Information	<p align="center"> 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 </p>
Price Plan	«Price Plan Type».
Natural Gas 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	<p>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</p>
Renewal Terms	<p>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</p>

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

This is an agreement for natural gas service between National Gas & Electric, LLC (National Gas & Electric) and you, for the service address or addresses set forth in your Welcome Letter or Natural Gas Service Agreement. Together, this Customer Disclosure Statement (CDS), including the terms of service set forth herein, and your Welcome Letter or Natural Gas Service Agreement (NGSA) collectively describe your agreement with respect to your purchase of natural gas 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 natural gas services in Pennsylvania. Our PUC license number is A-xxxx-xxxxxxx. We set the generation prices and charges that you pay. Your Natural Gas Distribution Company will deliver the natural gas to you. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

- **Small Commercial Customer** – A nonresidential customer that has a peak demand of less than 20,000 therms during the most recent consecutive 12 month period.
- **Local Distribution Utility (LDU)** – A gas or electric corporation owning, operating or managing electric or gas facilities for the purpose of distributing gas or electricity to end users.
- **Commodity Charge** – Charge for the supply of natural gas.
 - **Transmission Charge** – Charge for moving natural gas from a supply point to the distribution system of a natural gas distribution companyPublic Utility Commission (PUC) – the Pennsylvania Public Utility Commission.

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 CDS.

Fixed Rate Plan: You will pay the fixed rate per therm as specified in your CDS or Natural Gas 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 CDS or Natural Gas Service Agreement.

Immediate Savings Plan: For the first two months of your plan, you will receive a specified percentage savings (shown in your CDS) off of the LDU's base energy rate for natural gas 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 CDS or Natural Gas Service Agreement.

Variable Rate Plan: A month-to-month plan where your rate may vary according to market conditions.

The rate you pay National Gas & Electric will include the Commodity Charge and Transmission Charge. Your price includes applicable Pennsylvania sales and use taxes imposed by Pennsylvania State Tax Law. You are responsible for any and all additional taxes (whether passed through to you on LDU's bill as a separate line item or as part of the price of natural gas, as required by law, rule or regulation) and LDU 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 LDU will continue to issue a monthly bill and the bill will include both your Transmission Charge and your Commodity Charge, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Unless otherwise provided herein, your payment terms and late payment penalties will be governed by the terms of the LDU's tariff. National Gas & Electric does not pay or arrange for the payment of any outstanding debts owed by you to the LDU or a previous or Natural Gas Supplier (NGS).

Length of Agreement (Term). The Term of this Agreement is as specified on your Welcome Letter or Natural Gas Service Agreement. With the exception of a new meter installation or special meter reading date, you will buy your natural gas service for the service addresses set forth in your Welcome Letter or Natural Gas 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 NGDC 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 Natural Gas Supplier Contract Summary or Natural Gas 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 the Disclosure Statement, 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 NGDC. You will be responsible for all payments due hereunder until the cancellation of natural gas 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 NGDC until you designate another provider of natural gas service or service is shut off by the NGDC. Only the NGDC may shut off your natural gas supply.

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 NGS, 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 natural gas usage, rate classification, meter readings, characteristics of natural gas 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 natural gas service, as well as to its affiliates and contractors 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 natural gasity 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 NATURAL GAS SUPPLY 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 natural gas supply 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, 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 NGS's, qualified scheduling entities, NGDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

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

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 Natural Gas 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 natural gas 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 natural gas 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.

Natural gas 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

Natural Gas 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 NGDC may provide other payment assistance programs. Call PECO at 1-888-480-1533 to discuss other payment arrangements available to you.

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.

PECO
Peoples Gas

[USP Phone Number]
[USP Phone Number]