



P.O. Box 6036
Austin, TX 78762

team@provisionpg.com
Fax: 866-593-9771

January 31, 2018

Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

RECEIVED

JAN 31 2018

Dear Rosemary Chiavetta,

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

We have received the application that was sent back from the Commission. We have completed the following:

- No original signature (original signatures are now on the application)
- No \$350.00 filing fee (certified check included with application)
- Proofs of Publication must be in their original form (included are 7 entities)
- CD-rom copy must be condensed into less than 10 or less PDF documents
(CD-rom has been condensed into less than 10 PDF documents)

Please do not hesitate to contact me with any questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read "Tri Vo", written over a horizontal line.

Tri Vo
President
Provision Power & Gas, LLC
Telephone: 512-237-7791 ext. 7005
Email: tri@elevationeg.com



P.O. Box 6036
Austin, TX 78762

team@provisionpg.com
Fax: 866-593-9771

January 12, 2018

RECEIVED

JAN 31 2018

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

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Application of Provision Power & Gas, LLC for license as a Natural Gas Supplier (NGS) in the state of Pennsylvania.

To Whom It May Concern,

Please find enclosed the Application of Provision Power & Gas, LLC for license as a Natural Gas Supplier (NGS) in the state of Pennsylvania and corresponding documents.

Please do not hesitate to contact me with any questions or concerns.

Respectfully,

Tri M. Vo
President
Provision Power & Gas, LLC
Telephone: 512-237-7791 ext 7005
Email: tri@elevationeg.com

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Provision Power & Gas, LLC, for approval to offer, render, furnish, or supply natural gas supply services as a Supplier or Aggregator of natural gas services 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:

Primary Address
Provision Power & Gas, LLC
2305 E. Cesar Chavez Street
Austin, TX 78702

Web Address
Provision Power & Gas, LLC
P.O. Box 6036
Austin, TX 78762
www.provisionpg.com

- 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.

Cogency Global Inc.
600 North 2nd Street
Harrisburg, PA 17101
Tel. 866-775-0114
Fax. 866-775-0115

- 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.

Ben Huff, Director of Origination
P.O. Box 6036
Austin, TX 78762
Phone: 317-333-7281
Fax: 866-593-9771
Ben.huff@elevationeg.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.

Provision Power and Gas, LLC is not using an attorney for this application

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS:** 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 Natural Gas 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 NGSs.

Natalie Nokeo
Compliance Coordinator
P.O Box 6036
Austin, TX 78762
Tel. 800-930-5427
Fax. 866-593-9711
E-mail: compliance@elevationeg.com

Cody Davis
Sales Operations Analyst
P.O Box 6036
Austin, TX 78762
Tel. 800-930-5427
Fax. 866-593-9711
E-mail: compliance@elevationeg.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.

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.

See Exhibit 2b-A

- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.

State of Incorporation: Delaware

See Exhibit 2b-B

- Give name and address of officers.

See Exhibit 2b-C

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.

Applicant does not have any affiliates currently doing business or currently applying to do business in the Commonwealth of 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.

Applicant does not have any predecessors that have done business in the Commonwealth of Pennsylvania

4. OPERATIONS

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

Definitions

- Supplier – an entity which provides natural gas supply services to retail gas customers utilizing the jurisdictional facilities of an natural gas distribution company
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of natural gas but does not take title to the natural gas.

The Applicant is presently doing business in Pennsylvania as a

- natural gas interstate pipeline
- municipality providing service outside its municipal limits
- local gas distribution company
- retail supplier of natural gas services in the Commonwealth
- a natural gas producer
- a broker/marketer engaged in the business of supplying natural gas 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:

- Supplier or Aggregator of natural gas services
- Municipal supplier of natural gas services
- Cooperative supplier of natural gas services
- Broker/Marketer engaged in the business of supplying natural gas services
 - Check here to verify that your organization will not be taking title to the natural gas nor will you be making payments for customers.
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the natural gas supply services which the Applicant proposes to offer.

Applicant plans to offer natural gas supply services to retail natural gas customers utilizing the jurisdictional facilities of a natural gas distribution company

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

- | | |
|---|--|
| <input type="checkbox"/> Columbia | <input type="checkbox"/> Philadelphia Gas Works |
| <input type="checkbox"/> National Fuel Gas | <input type="checkbox"/> UGI Central Penn |
| <input type="checkbox"/> PECO | <input type="checkbox"/> UGI Penn natural |
| <input type="checkbox"/> Peoples Gas – Equitable Div. | <input type="checkbox"/> UGI Utilities |
| <input type="checkbox"/> Peoples Natural Gas | <input type="checkbox"/> Valley Energy |
| <input type="checkbox"/> Peoples TWP | <input checked="" type="checkbox"/> All of the above |

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

- Residential Customers
- Small Commercial Customers - (Less than 6,000 Mcf annually)
- Residential and Small Commercial as Mixed Meter ONLY (CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE)
- Large Commercial Customers - (6,000 Mcf or more annually)
- 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.

February 1, 2018

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.

None

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

None

- 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.

None

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

None

6. PROOF OF SERVICE

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.
(Appendix C provides signed proof of service)

- 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:

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

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

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

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

- b.) **NGDCs:** 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 Natural Gas 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 NGDC is as follows.

<p>Columbia Gas of PA, Inc. Michele Caddell 290 W. Nationwide Blvd. Columbus, OH 43215 PH: 614.460.6841 FAX: 614.460.8447 e-mail: mcaddell@nisource.com</p>	
<p>Peoples Natural Gas – Equitable Division Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483 FAX: 716.857.7479 e-mail: wolfordd@natfuel.com</p>
<p>The Peoples Natural Gas Company Lynda Petrichevich 225 North Shore Drive</p>	<p>PECO Carlos Thillet, Manager, Gas Supply and Transportation</p>

<p>Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrachevich@peoples-gas.com</p>	<p>2301 Market Street, S9-2 Philadelphia, PA 19103 PH: 215.841.6452 Email: carlos.thillet@exeloncorp.com</p>
<p>Peoples TWP LLC (Formerly T. W. Phillips) Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrachevich@peoples-gas.com</p>	<p>Philadelphia Gas Works Nicholas LaPergola 800 West Montgomery Avenue Philadelphia, PA 19122 PH: 215.684.6278 email: nicholas.lapergola@pgworks.com</p>
<p>UGI Central Penn David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>	<p>UGI David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>
<p>Valley Energy Inc. Ed Rogers 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: erogers@ctenterprises.org</p>	<p>UGI Penn Natural David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>

7. FINANCIAL FITNESS

- a. **BONDING:** In accordance with 66 Pa. C.S. Section 2208(c), no natural gas supplier license shall be issued or remain in force unless the applicant or holder furnishes a bond or other security in a form and amount to ensure the financial responsibility of the natural gas supplier. The criteria used to determine the amount and form of such bond or other security shall be set by each NGDC. Provide documentation that the applicant has met the security requirement of each NGDC by submitting the letters sent by the NGDCs stating what bonding amounts they require.

Please see Exhibit 1 which documents all of the Bonding requirements of each NGDC. At this time, no NGDC required any forms of security

- 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
 - See Exhibit 6b-A.
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
 - See Exhibit 6b-B-BS, Exhibit 6b-B-PL
- Applicant's accounting statements, including balance sheet and income statements for the past two years.
 - See Exhibit 6b-C-BS15, 6b-C-BS16, 6b-C-BS17, 6b-C-PL15, 6b-C-PL16, 6b-C-PL17
- 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.
 - Not Rated
- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
 - See Exhibit 6b-D
- Audited financial statements exhibiting accounts over a minimum two year period.
 - See Exhibit 6b-E
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.
 - See Exhibit 6b-F1, 6b-F2

- 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 Attached Exhibit 6c and refer to Exhibit 6b-E for additional information of funding sources.

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

Not Applicable

- 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.

Lauren Pahmiyer
Analyst
2305 E. Cesar Chavez Street
Austin, TX 78702
Tel. 512-213-0443
Fax. 866-593-9771
Email: accounting@elevationeg.com

- f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix D 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 natural gas distribution companies 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 natural gas industry.
- Summary and proof of licenses as a supplier of natural gas 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.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

Provision Power and Gas is a Delaware limited liability company with its principal place of business in Austin, TX. Provision Power and Gas, LLC is a wholly-owned subsidiary of Elevation Energy Group, which is a privately held firm with a diverse expertise in the areas of oil and natural gas supply, sales, marketing and trading. Our Senior Management has prior experience with some of the largest energy supply organizations in North America. Elevation Energy Group currently buys/sells/trades/etc more than 100,000 MMBtu of natural gas per day from various natural gas Production Basins across North America to supply customers in the Michigan, Ohio, and California markets where we are active. Our current Business Plan has us expanding the customer geography we serve to include Pennsylvania and West Virginia. Elevation Energy Group HQ is in Austin, TX - with satellite offices in Indiana, Ohio and Pittsburgh, Pennsylvania. Our Business Plan for Pennsylvania includes pursuing commercial and industrial customers from our satellite office in Pennsylvania - whose operations will be supported by a staff of more than 15+ in our Austin, Texas HQ. Provision currently has active retail gas operations in Michigan and Ohio.

Exhibit 2 provides proof of license as a supplier of natural gas in Ohio and Michigan.

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

- Internal – Applicant will use its own internal resources/employees for marketing
- External NGS – Applicant will contract with a **PUC LICENSED NGS**
- Affiliate – Applicant will use a **NON-NGS affiliate that is a nontraditional marketer and/or marketing services consultant**
- External Third-Party – Applicant will contract with a **NON-NGS third party nontraditional marketer and/or non-selling marketer**
- 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.

Provision Power and Gas, LLC will be utilizing a third party verifier named Trusted TPV.

- 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.

Any and all Marketing of any kind in the Commonwealth of Pennsylvania must receive written pre-approval by Elevation Energy Group Senior Management, the parent company of Provision Power & Gas, LLC.

- 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.

Tri Vo Curriculum Vitae – See Exhibit 3

9. DISCLOSURE STATEMENT:

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

DISCLOSURE STATEMENTS: If proposing to serve Residential and/or Small Commercial (less than 6,000 Mcf annually) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix E to this Application.

- Natural gas 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.

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **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 § 62.114.

AGREED

- b. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission:
- Reports of Gross Receipts: Applicant shall file an annual report with the Commission on an annual basis no later than April 30th following the end of the calendar year per 52 Pa. Code § 62.110.

AGREED

- c. **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. § 2208(d). Transferee will be required to file the appropriate licensing application.

AGREED

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

ACKNOWLEDGED

- e. **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 § 62.105.

AGREED

- f. **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

g. 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 thirty (30) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 62.105.

AGREED

h. 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

i. 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 RECEIPT ENCLOSED AS Exhibit 4**

11. AFFIDAVITS

(All 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.

See Appendix A

- b.) **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the Public Utility Code of Pennsylvania and applicable federal and state laws. An example copy of this Affidavit can be found at Appendix B.

See 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. The newspapers in which proof of publication are required is dependent on the service territories the applicant is proposing to serve.

The chart below dictates which newspapers are necessary for each NGDC. For example, an applicant that wants to operate in Peoples – Equitable would need to run ads in both The Erie Times-News and the Pittsburgh Post-Gazette. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

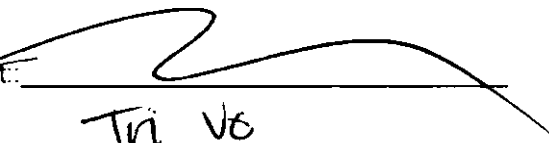
The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and must be supplied with this application. Applicants do not need a docket number in their publication. Docket numbers will be issued when all criteria on the item 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
Columbia Gas	X	X		X		X	X
National Fuel Gas				X			
PECO			X				
Peoples - Equitable	X			X			
Peoples Natural Gas	X			X			X
Peoples TWP LLC				X			
Philadelphia Gas Works			X				
UGI		X	X		X		
UGI Central Penn	X	X	X	X	X	X	X
UGI Penn Natural		X			X	X	
Valley Energy					X	X	
Entire Commonwealth	X	X	X	X	X	X	X

(Example Publications are provided at Appendices F and G)

See Exhibit 5 for notice of application within all the required newspapers

13. SIGNATURE

Applicant: 
By: Tri Vo
Title: President

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 is complete.

Applicant: Provision Power & Gas, LLC

	Signature	
	Filing Fee (ONLY CERTIFIED CHECK OR MONEY ORDER)	
	Application Affidavit	
	Operations Affidavit	
	Proof of Publication	
	Tax Certification Statement	
	Commonwealth Department of State Verification	
	Certificate of Service	

Applicant's Use

PUC Secretary's Bureau Use

Appendix A

APPLICATION AFFIDAVIT

RECEIVED

JAN 31 2018

State of Texas
County of Travis

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Tri M. Vo, Affiant, being duly affirmed according to law. deposes and says that:

He is the President and CEO of Provision Power & Gas, LLC:

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

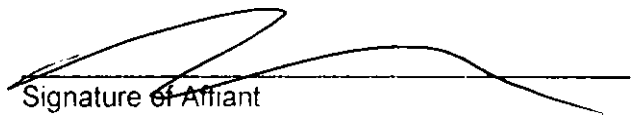
That the Applicant herein Provision Power & Gas, LLC has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa. C.S. § 2208 (c)(1).

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

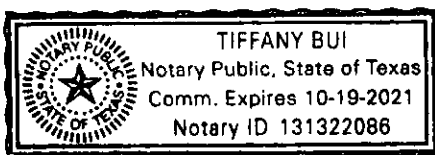
That the Applicant herein Provision Power & Gas, LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

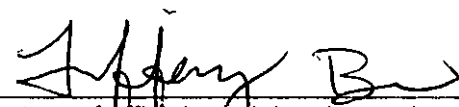
That the Applicant herein Provision Power & Gas, LLC acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

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 12TH day of January, 2018.




Signature of official administering oath

My commission expires 10/19/21

RECEIVED

JAN 31 2018

Appendix B

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

OPERATIONS AFFIDAVIT

State of Texas
County of Travis

Tri M. Vo, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He is the President and CEO of Provision Power & Gas, LLC:

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

That Provision Power & Gas, LLC, the Applicant herein, acknowledges that Provision Power & Gas, LLC 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 Provision Power & Gas, LLC, the Applicant herein, asserts that it possesses the requisite technical, managerial, and financial fitness to render natural gas supply service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That Provision Power & Gas, 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 22 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 natural gas sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

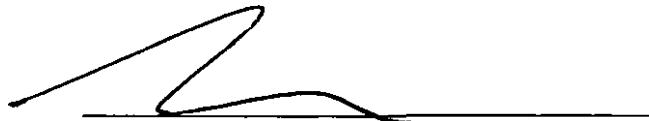
Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

Appendix B (Continued)

That Provision Power & Gas, LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506 and the standards and billing practices of 52 PA. Code Chapter 56.

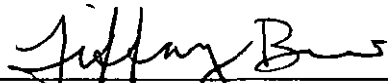
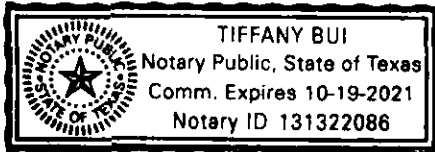
That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Office of Communications or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the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

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



Signature of Affiant

Sworn and subscribed before me this 12TH day of January, 2018.



Signature of official administering oath

My commission expires 10/19/2021

Appendix C

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

CERTIFICATE OF SERVICE

On this the 29th day of January 2017, I 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 a 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 Attorney General Bureau of Consumer Protection Strawberry Square, 14th Floor Harrisburg, PA 17120
Office of the Small Business Advocate Commerce Building, Suite 202 300 North Second Street Harrisburg, PA 17101	Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Harrisburg, PA 17128-0946
Columbia Gas of PA, Inc. Michele Caddell 290 W. Nationwide Blvd. Columbus, OH 43215 PH: 614.460.6841 FAX: 614.460.8447 e-mail: mcaddell@nisource.com	Bureau of Investigation & Enforcement Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2 West Harrisburg, PA 17120
Peoples Natural Gas – Equitable Division 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	National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483 FAX: 716.857.7479 e-mail: wolfordd@natfuel.com
The Peoples Natural Gas Company 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
Peoples TWP LLC (Formerly T. W. Phillips) Lynda Petricevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577	Philadelphia Gas Works Nicholas LaPergola 800 West Montgomery Avenue Philadelphia, PA 19122 PH: 215.684.6278 email: nicholas.lapergola@pgworks.com

RECEIVED

JAN 31 2018₂₈

e-mail: Lynda.w.petrachevich@peoples-gas.com	
UGI Central Penn David Lahoff 2525 N. 12 th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com	UGI David Lahoff 2525 N. 12 th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com
Valley Energy Inc. Ed Rogers 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: erogers@ctenterprises.org	UGI Penn Natural David Lahoff 2525 N. 12 th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com

Signature



Applicant: Provision Power & Gas, LLC

By: Tri Vo

Title: President

Appendix E

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Provision Power & Gas, LLC
Residential and Small Commercial
Fixed Rate Terms and Conditions

Customer Name
Address
City, State, Zip

<<Date>>

Dear Valued Customer,

Welcome to Provision Power & Gas! Thank you for selecting us to be your natural gas supplier. We're proud to be an American owned company serving Pennsylvania.

The following pages contain your Gas Contract. Please review these pages for additional information about your natural gas supply from Provision Power & Gas, including a pricing example. Do you have questions about your account? It's easy to get in touch with us:

Phone: (800) 930-5427

Web: www.provisionpg.com/contact

Email: care@provisionpg.com

The Utility will continue to read your meter, provide emergency service, and send your bill each month. You should begin to see Provision Power & Gas's name and contracted rate appear on your bill within 1-2 billing cycles. This Contract may be canceled any time before midnight of the third business day after receiving this Contract.

Please note, account changes and cancellations are processed through Provision Power & Gas, and we can be reached at (800) 930-5427.

Thank you again for your business. We appreciate it!

Best,

Natalie
Provision Power & Gas
Customer Care Leader



Provision Power & Gas
 Residential and Small Commercial (500 Mcf or less)
 Gas Customer Choice Contract
 Fixed Rate Terms and Conditions

Provision Power & Gas – Terms and Conditions

Utility _____
Utility Account Number _____
Rate Plan and Initial Term (insert rate) through (insert end date)
Early Termination Fee \$ _____

Version No. _____

Provision Power & Gas, LLC, a Delaware limited liability company ("PROVISION"), is licensed by the Pennsylvania Public Utility Commission ("PUC") to provide natural gas services to **(insert utility name)** ("_____") customers. The PUC regulates distribution or delivery prices and services. This document outlines PROVISION's Contract of Terms and Conditions ("Contract") and is effective as of the customer's Enroll Date as noted above and on PROVISION's mailed confirmation letter. By enrolling with PROVISION, the customer consents to this contract and the terms contained herein and authorizes PROVISION to become his/her alternative natural gas supplier. PROVISION's service will begin within 1-2 billing cycles according to the **(insert utility name)** billing calendar.

Rate: PROVISION agrees to supply **(insert utility name)** with natural gas which will be distributed to the customer at the registered service address(es) on a month-to-month basis as demarcated by the customer's meter reading dates and until cancelled by notice as provided by this contract. Customer agrees to buy natural gas commodity service for the above address from PROVISION beginning on the date set by **(insert utility name)** and will continue for (XX) months. At the end of the Initial Term, the customer will be placed on the monthly variable rate plan. The monthly variable rate will fluctuate based on the NYMEX settle price + an amount not to exceed \$____/(insert unit). For example, if the NYMEX settle price is \$____/(insert unit), then the monthly variable rate will be less than or equal to \$____/(insert unit).

Cancellation: The customer may cancel this Contract at any time before midnight of the third business day after receiving this Contract. The customer should contact PROVISION to cancel this Contract at: 1-800-930-5427; or by writing to: P.O. Box 6036, Austin, TX 78762; or electronically to: care@provisionpg.com. PROVISION agrees to submit the customer's cancellation to **(insert utility name)** within three (3) business days of receipt of notice, after which time the customer's account will be re-assigned according to **(insert utility name)**'s policies. PROVISION may cancel this Contract with seven (7) days written notice or immediately upon the customer's violation of a PROVISION or **(insert utility name)** policy, including Billing and payment violations. Any such cancellation by PROVISION or disconnection of service by **(insert utility name)** does not excuse



Provision Power & Gas
Residential and Small Commercial (500 Mcf or less)
Gas Customer Choice Contract
Fixed Rate Terms and Conditions

the customer from paying any outstanding amounts owed to PROVISION, all of which shall be due according to (insert utility name)'s billing schedule.

Change in Terms of Service. PROVISION may make changes to the terms and conditions in this Contract at any time by providing notice in writing at least thirty (30) days before any said changes.

Billing: The customer will continue to receive a single bill from (insert utility name) that will contain (NGDC) charges and PROVISION's charges. This bill will include PROVISION's Gas Commodity Charge which replaces (insert utility name)'s Gas Cost Recovery (GCR) Factor. All billing terms and conditions set forth by (insert utility name) and the (insert utility name) Tariff apply. The PROVISION rate includes natural gas commodity charges, estimated Total State Taxes, but excludes applicable state and local Sales Tax. Customer authorizes PROVISION to obtain billing and usage history from (insert utility name) in order to service the customer's account. PROVISION is not responsible for any charges or other billing disputes between the customer and (insert utility name) or another supplier.

Moving/Termination: This Contract will automatically terminate if the customer relocates outside the (insert utility name) service territory or if the requested service location is not served by PROVISION. In the event the customer relocates within the (insert utility name) service territory, the customer may re-enroll under a new contract. Regulatory or market changes, including those by the PUC, may make it economically infeasible for PROVISION to continue to supply gas according to this Contract. In the event of such changes, PROVISION may terminate this Contract without penalty with thirty (30) days written notice.

Assignment/Limitation of Liability/Eligibility/Jurisdiction: The customer acknowledges that this Contract is for residential and small commercial customers in the (insert utility name) territory. By entering this Contract, the customer guarantees that the enrolled accounts are residential or small commercial. PROVISION is not responsible for any decision arising out of (insert utility name) regarding the termination of customers from any (insert utility name) service. In the event of a *Force Majeure* as defined by (insert utility name) or any transmitting or transporting entity, PROVISION is not be responsible for supplying natural gas. Any liability not excused by *Force Majeure* or otherwise shall be limited to actual direct damages and in no event shall either PROVISION or the customer be liable for consequential, incidental, punitive, exemplary, or indirect damages or lost profits. This Contract shall be interpreted under the laws of the state of Pennsylvania.

The customer may not assign any of the customer's rights or obligations under this Contract without the prior written consent of PROVISION. This Contract is assignable by PROVISION subject only to regulatory approvals.



Provision Power & Gas
Residential and Small Commercial (500 Mcf or less)
Gas Customer Choice Contract
Fixed Rate Terms and Conditions

Entire Agreement: This document represents the entire agreement between PROVISION and the customer and supersedes all other contracts, verbal and written, that have come before it. There are no third-party beneficiaries to this contract. Except for modifications by PROVISION as provided above, any modification or amendment of this contract shall be effective only if made in a written amendment executed by both PROVISION and the customer, and no amendment or modification shall be made to this contract course of performance, course of dealing or customs in the industry. Notwithstanding anything to the contrary, if any provision of this Contract is deemed to be invalid, illegal or otherwise unenforceable, this Contract shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If any such provision cannot be modified in a manner that would make it valid, legal and enforceable, such provision shall be severed from this Contract, and all other provisions hereof shall remain in full force and effect. Any failure of PROVISION to enforce any term or condition of service or to exercise any right under this Contract shall not be considered a waiver of PROVISION's right thereafter to enforce each and every such term and condition or to exercise such right or any other right under this Contract.

Contact and Dispute Resolution: Billing and metering issues should be addressed with **(insert utility name)** using the information on the customer's bill. For other inquiries, the Provision Power & Gas customer care desk is available during normal business hours at: 1-800-930-5427 or care@provisionpg.com. Mailing address: P.O. Box 6036, Austin, TX 78762. Website: www.provisionpg.com.

Information about shopping for a Natural Gas Supplier is available from:

Pennsylvania Public Utility Commission (PUC)
400 North Street
Harrisburg, PA 17120
Telephone: 1-800-692-7380
www.pagaswitch.com

Pennsylvania Office of Consumer Advocate
www.oca.state.pa.us

Appendix F
EXAMPLE FORM OF NOTICE FOR NGS ONLY
(PROVISION ELECTED TO GO WITH A PUBLICATION NOTICE FOR COMBINED EGS AND NGS)

RECEIVED

JAN 31 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix G
FORM OF NOTICE FOR COMBINED EGS AND NGS

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

Applications of Provision Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.

Provision Power & Gas, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. Provision Power & Gas, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Provision Power & Gas, LLC proposes to sell electricity, natural gas, and related services in all service territories throughout the Commonwealth of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the 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 Provision Power & Gas, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Provision Power & Gas, LLC attorney at the address listed below.

By and through President & CEO : Tri Vo
Provision Power & Gas, LLC
P. O. Box 6036
Austin, TX 78762
Tel 512-237- 7791 ext 7005
Fax 866-593- 9771

Appendix H

Electronic Data Interchange and Internet Requirements

Any NGS suppliers and/or broker/marketers that wish to use the Electronic Data Interchange (EDI), in the NGDCs where its available, must meet the EDI certification requirements of the NGDC. Certification is a testing process using the Commission approved Internet protocol. To initiate this process, the NGS is encouraged to contact the NGDC 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. NGDC requirements of new suppliers may be found on the respective NGDC 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. 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 NGS may choose 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	jmccracken@pa.gov	Email
PA PUC	Lee Yalcin	717-787-6723	lyalcin@pa.gov	Email
PA EDEWG LDC Co-Chair	Sue Scheetz	610-774-3616	smscheetz@pplweb.com	Email
PA EDEWG ESP Co-Chair	Christine Hughey	713-963-3640	chughey@spejranenergy.com	Email
PA EDEWG Secretary & Regional EDI Change Control Manager	Brandon Siegel	412-817-8004	brandon.siegel@intelometry.com	Email

PA NGDC EDI Contacts

Company Name	Contact Name	Telephone	Email	Preference
PGW	PGW Gas Choice		pgwchoicemarketing@pqworks.com	Email
UGI Utilities Inc.	EDI Technical Support		edi@ugi.com	Email
UGI Utilities Inc.	David Lahoff	610-796-3520	dlahoff@ugi.com	email

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JAN 31 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit 1
Bonding Requirements

RECEIVED

JAN 31 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

January 10, 2018

Tri Vo
CEO
Provision Power and Gas LLC
813 Springdale Rd
Austin, TX 78702

Dear Tri Vo:

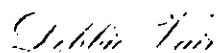
We are pleased that Provision Power and Gas LLC has applied for a license to provide Natural Gas Supply Service on the distribution system of Columbia Gas of Pennsylvania, Inc. ("Columbia Gas").

Under Paragraph 2.4.5 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas, Provision Power and Gas LLC could be required to provide to Columbia Gas a bond or other financial security instrument in an amount that Columbia Gas determines to be appropriate. We have determined at this time that Provision Power and Gas LLC has met the financial security requirement to provide Natural Gas Supply Service to Columbia Gas customers.

If the creditworthiness requirement or Columbia Gas' exposure to Provision Power and Gas LLC changes in the future, Columbia Gas might deem it appropriate to require Provision Power and Gas LLC to provide a bond or other financial security instrument.

Please feel free to contact me at 614-460-4881 should you have any questions regarding a bond or other financial security instrument requirements of Columbia Gas.

Sincerely,



Debbie Vair
Manager of Gas Transportation Service and Nominations



375 North Shore Drive
Pittsburgh, Pennsylvania 15212

www.peoples-gas.com

Lynda W. Petrichevich
Vice President, Regulatory Affairs

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

November 13, 2017

Tri Vo
President
Provision Power & Gas, LLC
P.O. Box 6036
Austin TX 78762

Dear Mr. Vo:

We are pleased that Provision Power & Gas, 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 Natural Gas Company LLC - Equitable Division, and Peoples Gas Company LLC (formerly Peoples TWP) ("the Companies")

Since Provision Power & Gas, LLC is not currently serving customers on the Peoples systems, we have determined at this time that Provision Power & Gas, 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, and customers are enrolled which alters the creditworthiness requirement or the Company's exposure to Provision Power & Gas, 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
Vice President - Regulatory Affairs
Peoples Natural Gas Company LLC

Cc: Carol Scanlon
Stephen Kelly



National Fuel

December 4, 2017

Tri Vo, President & CEO
Provision Power & Gas, LLC
P. O. Box 6036
Austin, TX 78762

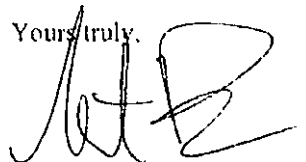
RE: Provision Power & Gas LLC

Dear Tri,

Pursuant to 66 Pa. C. S. § 2208 (c), an applicant for a natural gas supplier license in the Commonwealth of Pennsylvania must furnish security to each utility where the supplier will do business to ensure the financial responsibility of such natural gas supplier. To this end, National Fuel Gas Distribution Corporation ("National Fuel") will perform a credit review and analysis of Provision Power & Gas LLC ("PPG") and determine at the appropriate time whether PPG must post a security deposit acceptable to National Fuel in order to operate as a supplier on National Fuel's system.

PPG's security requirement to serve Pennsylvania customers is dependent on the type of transportation service utilized by PPG. There is no Natural Gas Supplier (NGS) security requirement for customers that will be enrolled in National Fuel's Purchase of Receivable (POR) program. As such, PPG will not be required to post security for customers enrolled in the POR program. A security deposit will be required for transportation customers not enrolled in the POR program.

Should you have any questions concerning the above, please contact me at 716-857-7599.

Yours truly,


Nathan E. Barnes
Transportation Services Department



An Exelon Company

January 9, 2018
PECO - Exelon Corporation
Energy Acquisition
2301 Market Street
Philadelphia, PA. 19101

Provision Power & Gas, LLC
ATTN: Tri Vo
P.O. Box 6036
Austin TX 78762

Energy Acquisition is providing this notification letter that Provision Power & Gas, LLC has met the creditworthiness business requirement involved with the Pennsylvania Gas Choice - Low Volume Transportation program, pursuant to the receipt of an initial Surety of \$35,000.00 Guaranty. The Surety may be submitted to PECO via three acceptable forms; a Cash Deposit, a Letter of Credit, or a Surety bond. PECO will hold any surety to cover potential obligations to PECO and other system costs that could result from failure of a Supplier to meet its competitive Natural Gas Supply service delivery obligations.

Please note, although the creditworthiness requirements were met, as referenced within Section 7.13 (Creditworthiness of a Natural Gas Supplier (NGS) Serving Low Volume Transportation Customers) of the Gas Service Tariff, PECO has the right to re-assess the creditworthiness of the company if PECO has any reason to suspect a change in the marketer's financial condition.

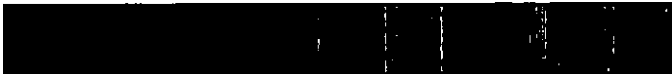
If you should have any questions regarding this matter, please contact the Electric & Gas Choice Hotline at 215-841-3700.

Sincerely,

A handwritten signature in cursive script that reads "Carol Reilly".

Carol Reilly
Manager
Energy Acquisition

ELEVATION
ENERGY GROUP



RE: [EXTERNAL] Re: [EXTERNAL] Re: [EXTERNAL] Re: [EXTERNAL] Re: [EXTERNAL] Fwd: Provision Power & Gas LLC PA PUC License App and Bonding Requirement
1 message

8 at 8:56 AM

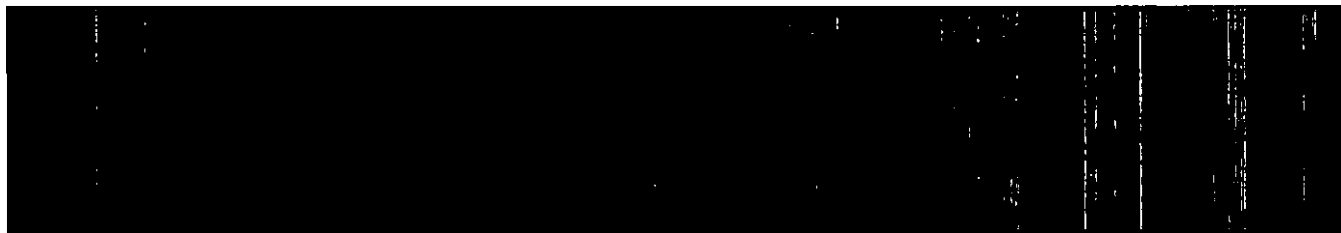


Hi Lauren,

PECO has received the below cash receipt from Provision Power for \$35,000 on 1/11/2018.

Have a great weekend!

Maria Borrero



Hi Maria,

Once the deposit is received could you please send us documentation stating we have met the security requirement set by PECO?

Thank you,

Lauren Pahmiyer
Elevation Energy Group, LLC | Analyst
512-366-9511



Hello,

Please note that the payment has been set up to go through tomorrow.



PHILADELPHIA GAS WORKS

800 West Montgomery Avenue • Philadelphia, PA 19122

November 30, 2017

Tri Vo
Provision Power & Gas, LLC
P.O. Box 6036
Austin, TX 78762

Re: Security Requirement for Provision Power & Gas, LLC

Dear Tri:

Philadelphia Gas Works ("PGW") is aware that Provision Power & Gas, LLC has filed an application with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania and specifically within the service territory of Philadelphia Gas Works. You have stated that, in performing these services, Provision Power & Gas, LLC will take title to any delivered natural gas.

Under its tariff, Philadelphia Gas Works could require Provision Power & Gas, LLC to provide a bond or other financial security instrument in an amount that Philadelphia Gas Works determines to be appropriate. Upon final approval of your application to PGW and prior to enrolling customers, security in the first year for firm pools will be required based on your estimated firm pool size. It will be updated annually based on actual firm pool size.

At this time, Provision Power & Gas, LLC does not need to post a bond or other form of security.

If you have any questions concerning the foregoing, please contact me at 215-684-6725.

Sincerely,

A handwritten signature in black ink, appearing to read 'John C. Zuk'.

JOHN C. ZUK
Vice President, Gas Supply

NL/dls



Energy to do more®

UGI Utilities, Inc.
2525 North 12th Street
Suite 360
Post Office Box 12677
Reading, PA 19612-2677

December 5, 2017

Tri Vo, President & CEO
Provision Power & Gas, LLC
Attn. P. O. Box 6036
Austin, TX 78762

RE: UGI Financial Security Requirements

Dear Mr. Vo,

UGI Utilities, Inc. ("UGIU") has reviewed the request of Provision Power & Gas, LLC ("PROVISION POWER") for approval to operate as a Natural Gas Supplier. Based on this review and the requirement that PROVISION POWER must post security as specified in the UGI Utilities, Inc.-Gas Division ("UGI"), UGI Penn Natural Gas, Inc. ("PNG") and/or UGI Central Penn Gas, Inc. ("CPG") Supplier Coordination Tariffs before it serves customers on the UGI, PNG and/or CPG distribution systems, UGIU has determined that PROVISION POWER has demonstrated adequate creditworthiness to satisfy any costs UGI, PNG and/or CPG may incur in the event they operate as a supplier of last resort due to a default on the part of PROVISION POWER.

This determination may change in the event there is a material deterioration in PROVISION POWER's financial condition, if PROVISION POWER's obligations to UGI, PNG and/or CPG exceed the amount of the financial security provided, if the financial security is withdrawn or is deemed to be null and void or inadequate due to the material financial deterioration of any guarantor, or if PROVISION POWER fails to abide by the terms and conditions of the UGI, PNG and/or CPG Gas Tariffs and the UGI, PNG and/or CPG Natural Gas Supplier Coordination Tariffs.

Please feel free to contact me with any additional questions that you may have. I can be reached at (610) 796-3520

Sincerely,

David E. Lahoff
Manager, Tariff & Supplier Administration
UGI Utilities, Inc.



VALLEY ENERGY

523 S. Keystone Avenue, P.O. Box 340, Sayre, PA 18840
800/998-4427 • 570/888-9664 • FAX 570/888-6199

January 11, 2018

VIA EMAIL

Mr. Jeff Hammer
Provision Power & Gas, LLC
jeff.hammer@elevationeg.com

Dear Mr. Hammer:

We understand that Provision Power & Gas, LLC has applied with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania including our company's service area.

Because Provision Power & Gas, LLC intends to operate as set forth above, we have determined that Provision Power & Gas, LLC will not be required to post a bond or other form of financial security instrument to provide this service in our service area. However, if the service provided or failure to meet our requirements for credit worthiness changes in the future, we reserve the right to require security from Provision Power & Gas, LLC as deemed appropriate.

If you have any questions, please contact Jamie Levering at 570-888-9664.

Sincerely,

Edward E. Rogers
President & CEO

EER/ss

cc: J. Levering, Valley Energy

Exhibit 2

proof of licenses as a supplier of natural gas services in other states or jurisdictions

RECEIVED

JAN 31 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter of the application of)	
PROVISON POWER & GAS, LLC,)	Case No. U-17733
for a license as an alternative gas supplier.)	
_____)	

At the February 12, 2015 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. John D. Quackenbush, Chairman
Hon. Greg R. White, Commissioner
Hon. Sally A. Talberg, Commissioner

ORDER GRANTING LICENSE

On October 16, 2014, Provision Power & Gas, LLC (Provision), applied for a license to operate as an alternative gas supplier (AGS) within Michigan pursuant to 2002 PA 634, MCL 460.9 *et seq.* (Act 634). As part of its application, Provision provided information to demonstrate compliance with the AGS license requirements under Act 634 and under the Commission's March 12, 2003 order in Case No. U-13694 (March 12 order). That order established the AGS licensing procedure.

Act 634 requires an AGS to have the necessary financial, managerial, and technical capabilities to serve customers within the state of Michigan. The act also requires an AGS to maintain an office within the state. In accordance with the March 12 order, the Commission Staff (Staff) must review the application of the AGS for conformance with Act 634 and with the

Commission's orders. The Staff then must recommend appropriate action regarding the application to the Commission.

The Staff reviewed Provision's license application, as well as the information the company submitted, and has recommended this company be granted a license to operate as an AGS in Michigan.

The application shows that Provision is a start-up retail entity and is a privately held wholly-owned subsidiary of Elevation Energy Group, LLC. Provision was organized in Delaware on August 29, 2014, is headquartered in Austin, Texas, and was registered with the Michigan Corporations Division on September 9, 2014, ID Number E901911.

The Staff reviewed Provision's personnel descriptions and histories, and observes that their key personnel have 15 combined years of experience in the energy industry including experience managing and overseeing operations, marketing, sales, and customer service. Provision will respond to customer inquiries and complaints during regular business hours in a timely manner. Based on its review, the Staff has determined that Provision is well qualified with sufficient experience and ability to serve customers in Michigan's Gas Customer Choice Program.

Based upon the information provided by Provision and the recommendation of the Staff, the Commission finds that Provision possesses the appropriate managerial and technical capabilities to serve customers within the state of Michigan.

Provision has provided the Staff with a letter of credit in the amount of \$100,000. Based on its review of the confidential financial documents and the satisfied letter of credit requirement, the Staff determined that Provision's financial capabilities and availability meet Act 634 requirements. The Commission agrees.

Act 634 requires Provision to maintain an office within the state of Michigan. Provision has an established office in Lansing, Michigan. The Staff determined that Provision has met the office requirements for licensing. The Commission agrees.

Based upon the submissions by Provision and the Staff's review, the Commission finds that Provision's request to be licensed as an AGS is reasonable and in the public interest, and that it should be approved. However, the grant of the license is conditioned upon compliance with all of the applicable provisions of Act 634, the Commission's orders and administrative rules, and each of the delivering natural gas utilities' tariffs. Failure to comply with any of these provisions may result in revocation of the license or other penalties.

THEREFORE, IT IS ORDERED that:

A. Provision Power & Gas, LLC, is granted a license as an alternative gas supplier.

B. Provision Power & Gas, LLC, shall comply with the regulatory requirements specified in 2002 PA 634, MCL 460.9 *et seq.*, the Commission's orders and administrative rules approved by the Commission, and each of the delivering natural gas utilities' tariffs.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, under MCL 462.26.

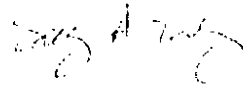
MICHIGAN PUBLIC SERVICE COMMISSION



John D. Quackenbush, Chairman

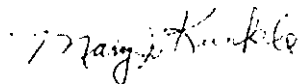


Greg R. White, Commissioner



Sally A. Talberg, Commissioner

By its action of February 12, 2015.



Mary Jo Kunkle, Executive Secretary

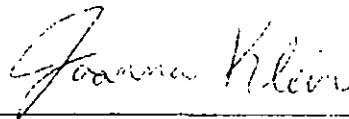
PROOF OF SERVICE

STATE OF MICHIGAN)

Case No. U-17733

County of Ingham)

Joanna Klein being duly sworn, deposes and says that on February 12, 2015 A.D. she served a copy of the attached Commission order by first class mail, postage prepaid, or by inter-departmental mail, to the persons as shown on the attached service list.



Joanna Klein

Subscribed and sworn to before me
This 12th day of February 2015



Steven J. Cook
Notary Public, Ingham County, Michigan
As acting in Eaton County
My Commission Expires: April 30, 2018

Service List U-17733

Provision Power and Gas, LLC
120 N. Washington Square, Suite 805
Lansing MI 48933

Provision Power and Gas, LLC
Tri M. Vo
640 Tillery Street, Suite 600
Austin TX 78702



Michigan Public Service Commission
Rick Snyder, Governor
Mike Zimmer, LARA Director
John D. Quackenbush, Chairman
Greg R. White, Commissioner
Sally Talberg, Commissioner

Contact: Judy Palnau
517.284-8300
www.michigan.gov/lara
www.michigan.gov/mpsc
Email: mediainfo@michigan.gov

MPSC Grants Alternative Gas Supplier License to Provision Power & Gas, LLC

February 12, 2015 – The Michigan Public Service Commission (MPSC) today granted a license to Provision Power & Gas, LLC as an alternative gas supplier (AGS).

The company, which applied for the license on Oct. 16, 2014, is a start-up retail entity and is a privately-held, wholly-owned subsidiary of Elevation Energy Group, LLC, which is headquartered in Austin, Texas. It has established an office in Lansing, Mich.

The MPSC determined that the company's application is in the public interest and that by granting this request for a license, opportunities for competition may expand. The Commission conditioned the license on compliance with all applicable provisions of Public Act 634 of 2002, the Commission's orders and administrative rules, and each of the delivering natural gas utilities' tariffs. Failure to comply with any of these provisions may result in revocation of the license or other penalties.

The MPSC is an agency within the Department of Licensing and Regulatory Affairs.

Case No. U-17733

For more information about LARA, please visit www.michigan.gov/lara. Follow us on Twitter www.twitter.com/michiganLARA, "Like" us on Facebook or find us on YouTube www.youtube.com/michiganLARA.

###

FILE

The Public Utilities Commission of Ohio

Ohio Competitive Retail Natural Gas Marketer Certificate

Issued pursuant to Case Number(s):

16-1513-GA-CRS

is

Ohio Competitive Retail Natural Gas Aggregator/Broker Certificate Number:

16-539G(1)

Granted to:

Provision Power & Gas LLC

Whose office or principal place of business is located at:

716 Pedernales Street, Unit A, Austin, TX 78702

And is hereby certified to provide:

Retail Natural Gas Marketer Services

within the state of Ohio, for a two-year period.

Certification Effective:

August 31, 2016 through August 31, 2018

The certification of Ohio competitive retail natural gas marketers is governed by Chapter 4901:1-27 of the Ohio Administrative Code and section 4929.20 of the Ohio Revised Code.

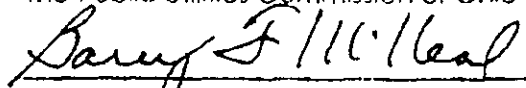
This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) as well as those under law, are not met.

Certified entity is subject to all rules and regulations of the commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio

Dated: **September 2, 2016**

By Order of
The Public Utilities Commission of Ohio

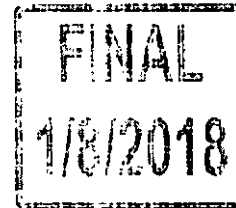


Barcy F. McNeal, Secretary
Tanowa M. Troupe, Acting Secretary
Felecia D. Burdett, Acting Secretary

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician Ann Date Processed 9/2/16

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: December 19, 2017



CASE NO. 17-1280-GP-GPC

PROVISION POWER & GAS, LLC,
Austin, Texas,

Application for certification as an operator of natural
Gas pools for multiple end users in the State of West
Virginia.

RECOMMENDED DECISION

Provision Power & Gas, LLC (Provision) is certified to operate multiple member
natural gas pools in this State.

BACKGROUND

On September 8, 2017, Provision applied for authority to operate natural gas pools
for multiple end users in this State as required under Rule 9.3 of the Rules Governing the
Transportation of Natural Gas, 150 C.S.R. Series 16 (Gas Transportation Rules).

On October 13, 2017, Commission Staff recommended that the Commission refer
this matter to its Division of Administrative Law Judges (ALJ) for a Recommended
Decision. Staff also recommended that Provision (i) register as a foreign corporation
with the West Virginia Secretary of State and (ii) provide updated contact information for
its corporate agent.

On October 24, 2017, the Commission referred this matter to its ALJ Division for
a Recommended Decision on or before April 6, 2018.

On November 6, 2017, Provision filed a revised application including a new agent
for receiving legal process.

On December 7, 2017, Staff recommended that the Commission approve the
application as requested and certify Provision as a natural gas pool operator for multiple
end users in this State.

Also on December 7, 2017, the presiding ALJ granted Provision ten days to
respond to the final Staff recommendation or request an evidentiary hearing in this
matter. No party responded to the Staff recommendation.

DISCUSSION

Provision requested that the Commission certify it as an operator of natural gas pools for multiple end users in this State. It subsequently amended its application to include all the information required by Gas Transportation Rule 9.4. Staff recommended that the Commission certify Provision because it provided all the information required by the Gas Transportation Rules. No party objected to the Staff recommendation or requested an evidentiary hearing in this matter. Therefore, it is reasonable to approve the request from Provision and certify it as an operator of natural gas pools for multiple end users in this State.

The Commission reminds Provision that pooling transportation services in West Virginia is permitted only for customers receiving interruptible transportation service. The Commission also has adopted a human needs limitation on pool membership, under which residences, schools, hospitals and nursing homes, among others, cannot pool unless they purchase stand-by service or demonstrate they have the existing ability to switch to alternate energy sources.

FINDINGS OF FACT

1. Provision applied for authority from this Commission to operate natural gas pools for multiple end users in this State. (September 8, 2017 and November 6, 2017 Filings.)
2. Provision provided the Commission its contact information and contact information for its agent for service of legal process in this State. (Id.)
3. Staff recommended that the Commission certify Provision as an operator of natural gas pools for multiple end users in this State. (December 7, 2017 Staff Memorandum.)

CONCLUSION OF LAW

It is reasonable to certify Provision to operate natural gas pools for multiple end users in this State because it has provided the information required by Gas Transportation Rule 9.4. (Gas Transportation Rule 9.3.)

ORDER

IT IS THEREFORE ORDERED that the request from Provision for certification to operate natural gas pools for multiple end users in this State is granted.

IT IS FURTHER ORDERED that Provision notify the Commission if there is any change to the information submitted in support of its certification request.

IT IS FURTHER ORDERED that Provision shall comply with all applicable Commission rules and state statutes or the Commission may revoke the authority granted in this Order.

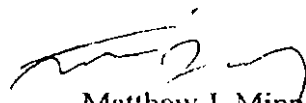
IT IS FURTHER ORDERED that this matter is removed from the Commission docket of active cases on the effective date of this Recommended Decision.

The Executive Secretary is ordered to serve this Order upon the Commission and its Staff by hand delivery, upon all parties of record who have filed an e-service agreement with the Commission by electronic service and upon all other parties by United States Certified Mail, return receipt requested.

Leave is granted to the parties to file written exceptions supported by a brief with the Executive Secretary of the Commission within fifteen days of the date of this Order. If exceptions are filed, the parties filing exceptions shall certify that all parties of record have been served the exceptions.

If no exceptions are filed, this Order shall become the Order of the Commission, without further action or order, five days following the expiration of the fifteen day time period, unless it is ordered stayed by the Commission.

Any party may request waiver of the right to file exceptions by filing an appropriate petition in writing with the Executive Secretary. No such waiver, however, will be effective until approved by order of the Commission.



Matthew J. Minney
Deputy Chief Administrative Law Judge

MJM:s:kjs
171280aa.doc

Exhibit 2b-A

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JAN 31 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

01/11/2018

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

PROVISION POWER AND GAS, LLC

is duly registered to do business under the laws of the Commonwealth of Pennsylvania and remains a registered Foreign Limited Liability Company so far as the records of this office show, as of the date herein.

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



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

Robert Lanes

Acting Secretary of the Commonwealth

Certification Number: TSC180111100480-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

**Commonwealth of Pennsylvania
Department of Revenue**

SALES TAX LICENSE

PROVISION POWER & GAS, LLC
2305 E CESAR CHAVEZ ST
AUSTIN TX 78702-4603 USA

Account ID:

License Type: Retail

Expiration Date: 09/30/2022

This license authorizes the holder to collect state and/or local sales, use and hotel occupancy tax. Licenses are issued for tax collection purposes and shall remain in force as specified herein unless sooner surrendered, suspended or revoked.

THIS LICENSE MUST BE PROMINENTLY DISPLAYED.
This license is not assignable or transferable.

Exhibit 2b-B

RECEIVED

JAN 31 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

LIMITED LIABILITY COMPANY AGREEMENT
OF
PROVISION POWER AND GAS, LLC

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ARTICLE I

DEFINITIONS

Section 1.1 **Terms Defined.** When used in this Agreement, the following terms shall have the meanings set forth below:

“Act” shall mean the Delaware Limited Liability Company Act as amended from time to time, and any successor statute.

“Adjusted Capital Account Deficit” means the deficit balance, if any, in a Member’s Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) there shall be credited to such Capital Account any amounts which such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g) and 1.704-2(i)(5) of the Treasury Regulations; and

(b) there shall be debited to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6) of the Treasury Regulations.

The foregoing definition is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

“Affiliate” shall mean a Person (i) which is directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Person in question, or (ii) in which the Person in question is a manager, officer, director or has a financial interest.

“Agreement” shall mean this Limited Liability Company Agreement of Elevation Energy Group, LLC as may subsequently be amended.

“Capital Account” shall have the meaning set forth in Section 3.4.

“Capital Contribution” shall mean the cash and the fair market value of property other than cash (net of liabilities which the Company assumes or takes the property subject to) contributed to the capital of the Company by a Member.

“Certificate” shall mean the Certificate of Formation filed on behalf of the Company with the Secretary of State of the state of Delaware in accordance with all applicable statutes, as may be subsequently amended.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the rules and regulations thereunder.

“Company” shall mean Provision Power and Gas, LLC, the limited liability company created pursuant to the Certificate and governed by this Agreement.

“Company Minimum Gain” has the meaning set forth in Sections 1.704-2(b)(2) and 1.704-2(d) of the Treasury Regulations.

“Electronically” shall mean by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the world wide web), by electronic mail in portable document format (“.pdf”) form, or by any other electronic means, or by a combination of such means.

“Interest” shall mean a Member’s interest, expressed as a percentage, in the Company, except as may be otherwise provided in this Agreement. The initial Interests of the Members are set forth on Exhibit A.

“Involuntary Assignment Event” mean, with respect to a Member, the acquisition by all other Members of knowledge of any of the following: the filing by the Member of any petition or action for relief under any bankruptcy, reorganization, insolvency, or moratorium law, or any law for the relief of, or relating, to debtors; the expiration of ten (10) days following the filing of an involuntary petition under any bankruptcy statute against the Member, or the appointment of a custodian, receiver, sequestrator, trustee, assignee for the benefit of creditors, or other similar official to take possession, custody, or control of any of the properties of the Member, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within ten (10) days from the date of such filing or appointment; the expiration of ten (10) days following the levy of a writ of execution, attachment, garnishment, charging order, or other similar process of law against the Interest of the Member, unless such writ is paid, released, quashed, or bonded within ten (10) days following the date of such levy or charging order; or any act, demand, or attempt to realize upon the Interest of the Member as collateral security for any indebtedness or obligation. The Member suffering any of such events shall have the duty to give prompt notice thereof to the other Members charging order.

“Managers” shall mean Tri Vo, so long as he shall continue as a manager hereunder, and any other Person who has been elected as and continues to be, a manager of the Company under this Agreement.

“Majority in Interest of the Members” shall mean Members owning more than fifty percent (50%) of the Interests.

“Members” shall mean the Persons listed on Exhibit A as members, so long as each shall continue as a member hereunder, and any other Person who has been admitted as, and who continues to be, a member of the Company.

“Member Nonrecourse Debt” has the same meaning as the term “partner nonrecourse debt” set forth in Section 1.704-2(b)(4) of the Treasury Regulations.

“Member Nonrecourse Debt Minimum Gain” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Treasury Regulations.

“Member Nonrecourse Deductions” has the same meaning as the term “partner nonrecourse deductions” set forth in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Treasury Regulations.

“Nonrecourse Deductions” has the meaning set forth in Section 1.704-2(b)(1) of the Treasury Regulations.

“Nonrecourse Liability” has the meaning set forth in Section 1.704-2(b)(3) of the Treasury Regulations.

“Person” shall mean an individual, partnership, joint venture, corporation, trust, limited liability company, estate or other entity or organization.

“Proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

“Profits” and “Losses” mean, for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this paragraph shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Treasury Regulations, and not otherwise taken into account in computing Profits or Losses pursuant to this paragraph shall be subtracted from such taxable income or loss;

(c) in the event that the Value of any Company asset is adjusted pursuant to clause (b) or (c) of the definition of “Value” below, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Value of such property, notwithstanding that the adjusted tax basis of such property differs from its Value; and

(e) if the Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of any fiscal year or other period, in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account for such fiscal year or other period the depreciation, amortization, or other cost recovery deduction which bears the same ratio to such beginning Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, the

depreciation, amortization, or other cost recovery deduction shall be determined with reference to such beginning Value using any reasonable method selected by the Managers.

“Section” shall mean any section or subsection in this Agreement.

“Service” shall mean the Internal Revenue Service.

“Transfer” shall mean the sale, transfer, gift, conveyance, assignment, pledge, hypothecation, mortgage or other encumbrance or disposition of all or any part of an Interest.

“Treasury Regulations” means the Income Tax Regulations promulgated under the Code as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Value” means, with respect to any asset of the Company, the asset’s adjusted basis for federal income tax purposes, except as follows:

(a) the initial Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Manager;

(b) the Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager, as of the following times: (a) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; and (c) the liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations; provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relevant economic interests of the Members in the Company;

(c) the Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution; and

(d) the Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations hereof; provided, however, that Values shall not be adjusted pursuant to this clause to the extent that the Manager determines that an adjustment pursuant to clause (b) is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this clause (d).

If the Value of an asset has been determined or adjusted pursuant to clauses (a), (b), or (d) of this paragraph, such Value shall thereafter be adjusted by the depreciation, amortization, or

other cost recovery deduction taken into account with respect to such asset for purposes of computing Profits and Losses.

Section 1.2 **Number and Gender.** Whenever the context requires, references in this Agreement to the singular number shall include the plural, and the plural number shall include the singular, and words denoting gender shall include the masculine, feminine and neuter.

ARTICLE II

GENERAL

Section 2.1 **Formation.** The Certificate for the Company has been filed with the Secretary of State for the state of Delaware as required by the Act. The Managers shall do all other things requisite to the organization and operation of the Company as a limited liability company pursuant to the Act.

Section 2.2 **Purpose.** The purpose of the Company and the character of its business shall be to engage in oil and gas and mineral marketing, such other activities as a Majority in Interest of the Members may from time to time determine, and such other activities as may be reasonably related or incidental thereto.

Section 2.3 **Name.** The business of the Company shall be conducted under the name "Provision Power and Gas, LLC" or such modifications or variations thereof as the Manager may determine.

Section 2.4 **Principal Place of Business; Registered Office; Registered Agent.** The Manager may determine the principal place of business and principal office of the Company. The initial registered agent and registered office of the Company shall be as set forth in the Certificate. The registered office and registered agent of the Company may be changed upon approval by the Manager and compliance with the Act.

Section 2.5 **Term.** The Company shall continue until dissolved pursuant to Section 10.1.

Section 2.6 **Characterization.** For federal income tax purposes, the Company shall be characterized as a partnership. However, for state law purposes, the Company shall not be characterized as, nor treated as, a partnership, nor shall any Member be characterized as, nor treated as, a partner. The Manager shall operate the Company in a manner consistent with such characterizations and neither the Manager nor any Member shall take any act, or fail to take any act, which is not consistent with such characterizations.

ARTICLE III

CAPITAL CONTRIBUTIONS; LOANS; CAPITAL ACCOUNTS

Section 3.1 **Capital Contributions.** Upon execution of this Agreement, each Member shall make a Capital Contribution to the Company in the amount set opposite such Member's name on Exhibit A.

Section 3.2 Additional Capital Contributions. If at any time the Manager determines that additional funds are required by the Company to pay Company expenses, to operate the Company's business, or to expand the Company's business, then the Manager may call for additional capital contributions ("Additional Capital Contributions") to be made by the Members, by providing notice to each Member. Such notice shall include a statement of the proposed uses of the Additional Capital Contributions and a date (which date may be no earlier than the tenth calendar day following each Member's receipt of its notice) before which the Additional Capital Contributions are due. Each call for Additional Capital Contributions shall be made to all Members in accordance with their respective Interests at the time of such call.

Section 3.3 Remedies for Failure to Contribute Capital. No Member shall be required to contribute any capital to the Company except as provided in Section 3.1, but if any Member (a "Non-Contributing Member") fails to timely make all or any portion of any such Member's share of any Additional Capital Contributions called pursuant to Section 3.2 (a "Shortfall Amount") and such failure continues for ten (10) business days following notice thereof from the Manager, then the Interests of the Members shall be automatically adjusted so that they are in proportion to the cumulative Capital Contributions made by each of the Members (after taking into account any Capital Contributions made pursuant to the following sentence). The Managers may permit one or more of the other Members who contributed their corresponding shares of the Additional Capital Contributions (the "Contributing Members") to fund the Shortfall Amount to the Company and treat the Shortfall Amount so funded as additional Capital Contributions to the Company by the Contributing Members.

Section 3.4 Capital Accounts.

(a) The Company shall maintain a capital account ("Capital Account") for each Member. Each Member's Capital Account shall be increased by (i) the amount of money contributed by such Member to the Company and the amount of any Company liabilities assumed by such Member (as determined pursuant to Section 752(c) of the Code and any other applicable provisions of the Code and Treasury Regulations), other than liabilities described in clause (v) of this Section 3.4, (ii) the fair market value of any property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code), and (iii) allocations to such Member of Profits. Each Member's Capital Account shall be decreased by (iv) the amount of money distributed to such Member by the Company and the amount of such Member's liabilities that are assumed by the Company (as determined pursuant to Section 752(c) of the Code and any other applicable provisions of the Code and Treasury Regulations), other than liabilities described in clause (ii) of this Section 3.4, (v) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), and (vi) allocations to such Member of Losses.

(b) In the event that all or a portion of an Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent that it relates to the transferred Interest. If such transfer causes a termination of the Company under Section 708 of the Code, the carried over Capital Account shall be appropriately adjusted to reflect the liquidating distributions and

contributions deemed to have occurred pursuant to the Treasury Regulations under Section 708 of the Code.

(c) The provisions of this Section 3.4 and the other provisions of this Agreement relating to the maintenance of the Capital Accounts are intended to comply with Section 1.704-1(b) of the Treasury Regulations, and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event that the Manager shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company, or the Members), are computed in order to comply with such Treasury Regulations, the Manager may make such modification, provided that such modification is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 7.2 hereof upon the liquidation of the Company. The Manager also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts and the amount of Company capital reflected in the Company's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modification in the event that unanticipated events might cause this Agreement not to comply with Section 1.704-1(b) of the Treasury Regulations.

Section 3.5 **Member Loans.** A Member, or an Affiliate of a Member, may, but is not obligated to, loan or cause to be loaned to the Company such additional sums as the Manager deems appropriate or necessary for the conduct of the Company's business. Loans made by a Member, or an Affiliate of a Member, shall be upon such terms as the lender and a Manager shall determine.

Section 3.6 **Other Matters Relating to Capital Contributions.**

(a) Loans by any Member to the Company shall not be considered contributions to the capital of the Company.

(b) No Member shall be required to make contributions to the capital of the Company except to the extent expressly provided by this Article III.

(c) No Member shall be entitled to withdraw, or to obtain a return of, any part of his contribution to the capital of the Company, or to receive property or assets other than cash in return thereof, and no Member shall be liable to any other Member for a return of his contributions to the capital of the Company, except as provided in this Agreement.

(d) No Member shall be entitled to priority over any other Member, either with respect to a return of his contributions to the capital of the Company, or to allocations of taxable income, gains, losses or credits, or to distributions, except as provided in this Agreement.

(e) No interest shall be paid on any Member's Capital Contribution.

Section 3.7 **Deficit Capital Account Balances.** Upon liquidation of the Company or of a Member's Interest, no Member with a deficit balance in his Capital Account shall have any obligation to restore such deficit balance, or to make any contribution to the capital of the Company, except to the extent such Member is personally liable to make contributions to the capital of the Company pursuant to Article III of this Agreement.

ARTICLE IV

MEMBERS

Section 4.1 **Initial Members.** The names and addresses of the initial Members of the Company are set forth on Exhibit A.

Section 4.2 **Additional Members.** The Manager shall have the right to admit additional Persons as Members of the Company upon such terms and conditions as the Manager may deem appropriate, subject to the following provisions of this Section. Prior to admitting any such additional Member, the Company will first offer to each existing Member the right to acquire a portion of the Interest proposed to be issued to the additional Member on the same pro rata terms and conditions of the proposed issuance to the additional Member. Each Member shall have the right to purchase a portion of such Interest offered to the existing Members based on such Member's percentage Interest. A Member must exercise such purchase right by giving written notice to the Company within fifteen (15) days after receipt of the notice of the proposed issuance from the Company. The sale of Interests to existing Members as to which such purchase rights have been exercised shall occur concurrently with the issuance by the Company of the remaining Interest to the third party, or if the entire proposed Interest is subscribed for by existing Members than not later than thirty (30) days following the notice of the proposed issuance from the Company. Upon expiration of the fifteen (15) day offering period described above, the Manager may cause the Company to issue the Interest proposed to be issued to the additional Member (or the portion thereof not subscribed for by the existing Members) on terms and conditions no more favorable to the additional Member than those offered to the existing Members.

Section 4.3 **Liability.** No Member shall be bound by, or personally liable for, obligations or liabilities of the Company beyond the amount of its required contributions to the capital of the Company, and no Member shall be required to contribute any capital to the Company except as provided in Article III hereof.

Section 4.4 **Management.** No Member shall participate in the operation or management of the business of the Company (except in his capacity as an officer or Manager), or transact any business for or in the name of the Company, nor shall any Member have any right or power to sign for or bind the Company in any manner.

Section 4.5 **Special Meetings.** Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or this Agreement, may be called by (a) the President, if any, (b) a Manager, or (c) the holders of at least ten percent (10%) of all Interests entitled to vote at such meetings. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting. Such meetings may be held at such time and place, within or without the state of Texas, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 4.6 **Notice.** Written or printed notice stating the place, day and hour of a meeting of Members, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the individual calling the meeting, to each Member entitled to vote at the meeting.

Section 4.7 **Quorum.** At each meeting the holders of a majority of Interests issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall be required and shall constitute a quorum of the Members for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 4.8 **Voting by Members.** Except with respect to matters for which the affirmative vote of the holders of a specified portion of the Interests entitled to vote is required by the Act, the affirmative vote of a Majority in Interest of the Members shall be the act of the Members.

Section 4.9 **Voting Procedure.** At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person, by proxy appointed by an instrument in writing subscribed by such Member, or by his duly authorized attorney-in-fact. No form of proxy or power of attorney bearing a date more than eleven (11) months prior to said meeting shall be valid, unless said instrument provides for a longer period. Each proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest. Such proxy shall be filed with the Secretary of the Company prior to or at the time of the meeting.

Section 4.10 **Action Without Meeting; Telephone Meetings.**

(a) Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of Interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all Interests entitled to vote on the action were present and voted.

(b) Subject to applicable notice provisions and unless otherwise restricted by the Articles, Members may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all individuals participating in the meeting can hear each other, and participation in such meeting shall constitute presence in person at such meeting, except where an individual's participation is for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

MANAGERS

Section 5.1 **Management.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, its Manager. All decisions with respect to the Company's business shall require the approval of the Manager.

Section 5.2 **Number; Election.** There shall be one (1) Manager of the Company, who need not be a Member or a resident of the state of Delaware. The initial Manager is Tri Vo. Each Manager shall hold office until his resignation, removal in accordance with this Agreement, or death. The Managers succeeding the initial Manager, if any, shall be elected by a Majority in Interest of the Members.

Section 5.3 **Change in Number.** The number of Managers may be increased or decreased from time to time by amendment to this Agreement, but no decrease shall have the effect of shortening the term of any incumbent Manager.

Section 5.4 **Removal and Vacancies.** A Manager may be removed only for "Cause" by a Majority in Interest of the Members. "Cause" means a material breach by the Manager of this Agreement, repeated dishonesty or fraud with respect to the management of the Company, or dereliction of duty that continues for a period of sixty (60) days after notice thereof from a Majority in Interest of the Members. Any vacancy occurring by reason of the resignation, removal, or death of a Manager may be filled by the vote of a Majority in Interest of the Members. Any vacancy occurring in the Managers by reason of an increase in a number of Managers shall be filled by the vote of the Managers, or by election at a meeting of the Members duly called for such purpose.

Section 5.5 **Place of Meetings.** The Managers may hold their meetings, both regular and special, either within or without the state of Texas.

Section 5.6 **Regular Meetings.** Regular meetings of the Managers may be held at such time and place as shall from time to time be determined by the Managers. No notice shall be required for regular meetings.

Section 5.7 **Special Meetings.** Special meetings of the Managers may be called by any Manager on three (3) days' notice to each Manager, either personally or by mail or telegram. Except as may be otherwise expressly provided by statute, the Articles, or this Agreement, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice. Attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5.8 **Voting by Managers.** The affirmative vote of a majority of the Managers shall be the act of the Managers.

Section 5.9 **Quorum.** At all meetings of the Managers, the presence of a majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of

business. If a quorum shall not be present at any meeting of Managers, the Managers present thereat may adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present.

Section 5.10 Action Without Meeting; Telephone Meetings.

(a) Any action required or permitted to be taken at a meeting of the Managers or members of any committee designated by the Managers may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Managers or members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

(b) Subject to applicable notice provisions and unless otherwise restricted by the Articles, the Managers, or members of any committee designated by the Managers, may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting shall constitute presence in person at such meeting, except where a person's participation is for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5.11 Chairman of the Managers. The Managers may elect a Chairman to preside at their meetings and to perform such other duties as the Managers may from time to time assign to him.

Section 5.12 Compensation. No Manager or member of any committee designated by the Managers shall be entitled to receive a salary for their services as such.

Section 5.13 Committees. The Managers may by resolution designate from among the Managers one or more committees comprised of one or more of the Managers to exercise such authority, and perform such duties as designated by the Managers, subject to any limitations imposed by the Managers, this Agreement, or the Act. Any member of a committee may be removed by a Manager at any time and for any reason or for no reason.

Section 5.14 Liability. The Managers shall perform their duties under this Agreement with ordinary prudence and in a manner reasonable under the circumstances. The Managers and any persons serving as officers of the Company shall not be liable, responsible, or accountable in damages or otherwise to the Company or the Members for any mistake of fact or judgment in operating the business of the Company or for any act performed (or omitted to be performed) in good faith (including, without limitation, pursuant to advice of legal counsel) and within the scope of this Agreement, unless such actions or inactions shall have resulted from gross negligence, willful misconduct, or fraud. Except as expressly set forth in this Agreement, (i) no Member, Manager, or Affiliate of any of them shall have any duties or liabilities, including fiduciary duties, to the Company or any Member and (ii) the provisions of this Agreement, to the extent that they restrict or otherwise modify the duties and liabilities, including fiduciary duties, of the Members, Managers or any of their Affiliates otherwise existing at law or in equity, are agreed by the Company and the Members to replace such other duties and liabilities of the Members, Managers or any of their Affiliates.

Section 5.15 **Tax Matters Partner.**

(a) The Managers shall designate a tax matters partner (the "TMP") of the Company (as defined in the Code) who shall be authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with the TMP and to do or refrain from doing any or all things reasonably required by the TMP to conduct such proceedings. In addition, each Member agrees that: (i) he will not file a statement under Section 6224(c)(3)(B) of the Code prohibiting the TMP from entering into a settlement on his behalf with respect to Company items; (ii) he will not form or become a member of a group of Members having a five (5%) or greater interest in the profits of the Company under Section 6223(b)(2) of the Code; and (iii) the TMP is authorized to file a copy of this Agreement with the Service pursuant to section 6224(b) of the Code if necessary to perfect the Member's waiver of rights hereunder.

(b) Subject to the limitations set forth in this Agreement, the TMP is authorized to:

(i) enter into a settlement agreement with the Service with respect to any tax audit or judicial review, in which agreement the TMP may expressly state that the agreement will bind all Members;

(ii) file a petition for judicial review of a final administrative adjustment pursuant to Section 6226 of the Code;

(iii) intervene in any action brought by any other Member for judicial review of a final administrative adjustment;

(iv) file a request for an administrative adjustment with the Service at any time and, if any part of the request is not allowed by the Service, to file a petition for judicial review with respect to the request; and

(v) take any other action on behalf of the Members or the Company in connection with his duties as TMP and any administrative or judicial tax proceeding to the extent permitted by applicable law or regulations.

(c) The Company will reimburse the TMP for all expenses incurred by him in connection with his duties as TMP and any administrative or judicial proceeding with respect to the tax liabilities of the Members.

ARTICLE VI

OFFICERS

Section 6.1 **Officers.** If the Managers determine that the Company should have officers, the officers of the Company shall be elected by the Managers. An officer of the Company may also be a Manager. The Managers may elect a President, one or more Vice

Presidents, a Secretary, a Treasurer and such assistants and other officers as the Managers may determine. Any two or more offices may be held by the same person.

Section 6.2 **President.** The President shall be the principal executive and operating officer of the Company and, subject to the control of the Managers, shall in general supervise and control all of the business and affairs of the Company. He shall, when present, preside at all meetings of the Members, and of the Managers unless a Chairman of the Managers has been elected and is present. He may sign on behalf of the Company any deeds, mortgages, bonds, contracts or other instruments except those which shall be required by law, by this Agreement or by resolution of the Managers to be otherwise signed or executed; make such contracts and take such actions on behalf of the Company as the ordinary conduct of its business may require, unless the Managers shall otherwise direct; appoint and remove, employ and discharge, and prescribe the duties and fix the compensation of all agents and employees of the Company other than its duly appointed officers, subject to the approval of the Managers; control all the officers, agents, employees of the Company, subject to the direction of the Managers; and in general shall perform all duties as may be prescribed by the Managers from time to time.

Section 6.3 **Vice Presidents.** Each Vice-President shall have such powers and duties as the Managers or the President may prescribe or delegate to him.

Section 6.4 **Secretary.** The Secretary shall: (i) prepare and keep the minutes of the Managers' and the Members' meetings; (ii) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (iii) be custodian of the Company records and of the seal of the Company and see to it that the Company seal is affixed to all documents the execution of which on behalf of the Company under its seal is duly authorized; (iv) keep a register of the post office address of each member; (v) have general charge of the membership books of the Company; (vi) authenticate records of the Company; and (vii) in general perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Managers.

Section 6.5 **Treasurer.** The Treasurer shall: (i) have charge and custody of and be responsible for funds and securities of the Company; receive and give receipts for monies due and payable to the Company from any source whatsoever; and (ii) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time shall be assigned to him by the President or by the Managers.

Section 6.6 **Compensation.** The compensation of all officers and agents of the Company shall be fixed by a Manager.

Section 6.7 **Removal and Vacancies.** Each officer of the Company shall hold office until his successor is chosen and qualified in his stead or until his death, resignation, or removal from office. Any officer elected or appointed by the Managers may be removed either for or without cause by the Managers, but such removal shall be without prejudice to the contract rights, if any, of the individual so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Managers.

ARTICLE VII

ALLOCATIONS AND DISTRIBUTIONS

Section 7.1 **Distributions.** Except as provided in Section 7.2 hereof, any amounts available for distribution to the Members shall be distributed to the Members at such times and in such amounts as determined by the Managers, pro rata in accordance with the respective Interests of the Members.

Section 7.2 **Distributions Upon Liquidation of Company.**

(a) Upon liquidation of the Company the assets of the Company shall be distributed no later than the later of (i) ninety (90) days after the date of such liquidation or (ii) the end of the Company's taxable year in which the liquidation occurs, and shall be applied in the following order of priority:

(i) To the payment of debts and liabilities of the Company (including amounts owed to Members or former Members);

(ii) Unless inconsistent with Treasury Regulation Section 1.704-1(b)(2)(ii)(b), or any successor provision, to set up any reserves which the Managers deem reasonably necessary for contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the business of the Company, provided that the unused portion of such reserves shall be distributed pursuant to paragraph (iv) below as soon as practicable;

(iii) After giving effect to all Capital Account adjustments for the Company's taxable year in which the liquidation occurs (including without limitation adjustments required under Treasury Regulation Section 1.704-1(b)(2)(iv)(e), relating to distributions in kind), the balance, if any, shall be distributed to the Members in accordance with the Members' respective positive Capital Account balances.

(b) If a transfer or transfers of an Interest or Interests results in a termination of the Company for federal income tax purposes under Section 708(b)(1)(B) of the Code (or any successor provision thereto), Section 7.2(a) shall not apply and a Member's portion of the constructive liquidating distribution of the Company's assets that is deemed to occur under Treasury Regulation Section 1.708-1(b)(1)(iv) (or any similar or successor provision) shall be determined in accordance with the Capital Accounts of the Members as determined after taking into account all Capital Account adjustments for the Company's taxable year ending on the date of such termination.

Section 7.3 **Liquidation of Member's Interest.** Except as may otherwise be required in this Agreement, if a Member's Interest is to be liquidated, liquidating distributions shall be made in accordance with the positive Capital Account balance of such Member, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which such liquidation occurs, by the end of the taxable year, or if later, within ninety (90) days after the date of such liquidation. Where a Member's Interest is to be liquidated by a series of distributions, such Member's Interest shall not be considered liquidated until the final

distribution has been made. For purposes of this Section 7.3, a liquidation of a Member's Interest means the termination of the Member's entire Interest by means of a distribution or series of distributions to the Member by the Company.

Section 7.4 Allocation of Profits and Losses. After giving effect to the allocations set forth in Sections Section 7.5 and Section 7.6 hereof, Profits and Losses for any fiscal year shall be allocated among the Members as follows:

(a) **Profits.**

(i) First, to those Members receiving allocations pursuant to Section 7.4(b)(i) hereof until the aggregate Profits allocated to them pursuant to this Section 7.4(a)(i) for such fiscal year and all previous fiscal years is equal to the aggregate Losses allocated to them pursuant to Section 7.4(b)(ii) hereof for all previous fiscal years; and

(ii) The balance, if any, among the Members pro rata in accordance with their respective Interests.

(b) **Losses.**

(i) Subject to the limitation in (ii) below, Losses for any fiscal year shall be allocated among the Members pro rata in accordance with their respective Interests;

(ii) The Losses allocated to a Member pursuant to Section 7.4(b)(i) hereof shall not exceed the maximum amount of Losses that can be so allocated without causing such Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. All Losses in excess of such limitation shall be allocated to the other Members, pro rata in accordance with their respective Interests, except that if such allocation would cause all Members to have Adjusted Capital Account Deficits at the end of the fiscal year, then such Losses shall be allocated among all Members, pro rata in accordance with their respective Interests.

Section 7.5 Special Allocations. The following special allocations shall be made in the following order:

(a) **Minimum Gain Chargeback.** Except as otherwise provided in Section 1.704-2(f) of the Treasury Regulations, notwithstanding any other provision of this Article VII, if there is a net decrease in Company Minimum Gain during any Company fiscal year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Section 1.704-2(g) of the Treasury Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Treasury Regulations. This Section 7.5(a) is intended to comply with the minimum gain chargeback

requirement in Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Treasury Regulations, notwithstanding any other provision of this Article VII, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Treasury Regulations, shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Treasury Regulations. This Section 7.5(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Treasury Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event that any Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Treasury Regulations, items of Company income and gains shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 7.5(c) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article VII have been tentatively made as if this Section 7.5(c) were not in this Agreement.

(d) Gross Income Allocation. In the event that any Member has a deficit Capital Account at the end of any Company taxable year that is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Treasury Regulations, each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 7.5(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article VII had been tentatively made as if Section 7.5(c) hereof and this Section 7.5(d) were not in this Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period shall be allocated among the Members in accordance with their respective Interests.

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears

the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).

(g) Code Section 754 Adjustments. To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or Section 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts, as the result of a distribution to a Member in complete liquidation of its interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Section 1.704-1(b)(2)(iv)(m)(2) of the Treasury Regulations applies, or to the Member to which such distribution was made in the event Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations applies.

Section 7.6 Curative Allocations. The allocations set forth in Sections 7.5(a), (b), (c), and (d) hereof (the "Regulatory Allocations") are intended to comply with certain requirements of Section 1.704-1(b) of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 7.6. Therefore, notwithstanding any other provisions of this Article VII (other than the Regulatory Allocations), a Manager may make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of this Agreement and all Company items were allocated pursuant to Sections 7.4(a) and 7.4(b)(i) of this Agreement.

Section 7.7 Section 704(c) Allocations. In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial value. In the event that the value of any Company asset is adjusted pursuant to this Agreement, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its fair market value in the same manner as under Section 704(c) of the Code and the Treasury Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by a Manager in a manner that reasonably reflects the purpose and intent of this Agreement. Allocations pursuant to this Section 7.7 are solely for tax purposes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

ARTICLE VIII

FISCAL MATTERS

Section 8.1 **Fiscal Year.** The fiscal year of the Company shall be as required under Section 706 of the Code.

Section 8.2 **Books and Records.** The Company shall keep full and accurate books and records, including, without limitation, the following:

- (a) A current list of the following items:
 - (i) the name and mailing address of each Member;
 - (ii) the last known street address of the business or residence of each Manager; and
 - (iii) the Interest of each Member;
- (b) Copies of the Company's federal, state and local tax returns for each of the Company's six most recent tax years;
- (c) A copy of this Agreement, the Articles, all amendments and restatements, and executed copies of any powers of attorney under which this Agreement, the Articles and any and all amendments or restatements thereto have been executed;
- (d) A written statement of
 - (i) the amount of any cash contribution made by each Member in addition to the contributions set forth in Section 3.1 and a description and statement of the agreed value of any other contribution made by each Member; and
 - (ii) the date on which each Member became a member;

All of such books and records shall be maintained at the principal place of business of the Company and the Members shall have the right to inspect and copy any of them, at their own expense, during normal business hours.

Section 8.3 **Tax Returns.** The Company shall cause to be prepared and filed all federal and any required state and local income tax returns for the Company. The Company shall furnish to each Member such information relating to the Company necessary for the Member to complete his federal income tax returns.

Section 8.4 **Bank Accounts.** The Company shall open and maintain a separate bank account or accounts in a bank or savings and loan association, the deposits of which are insured by an agency of the United States government, in which shall be deposited all funds of the Company.

Section 8.5 **Tax Elections.** The Managers shall be entitled to determine all federal income tax elections available to the Company.

Section 8.6 **Examination.** A Member or an assignee of an Interest, on written request stating the purpose, may examine and copy, in person or by the Member's or assignee's representative, at any reasonable time, for any proper purpose, and at the Member's expense, records required to be kept under this Article and other information regarding the business, affairs, and financial condition of the Company as is just and reasonable for the person to examine and copy. On the written request of any Member or an assignee of an Interest, made to the Managers at the principal place of business of the Company, the Company shall provide to the requesting Member or assignee, without charge, true copies of:

- (a) the Certificate and this Agreement, and all amendments or restatements thereof; and
- (b) any of the tax returns described in Section 8.2(b).

ARTICLE IX

TRANSFERS

Section 9.1 **Restriction on Transfers.** Except as provided in Section 9.5, no Interest may be Transferred without the written approval of the Manager.

Section 9.2 **Assumption by Transferee.** Any transferee to whom all or any part of an Interest may be Transferred pursuant to this Agreement shall take such Interest subject to all of the terms and conditions of this Agreement and shall not be considered to have title thereto until said transferee shall have accepted and assumed the terms and conditions of this Agreement by a written agreement to that effect satisfactory to a Manager and delivered to the Company. Such transferee shall not be entitled to be admitted as a substitute Member or succeed to all rights of his transferor until the Company shall have received such agreement plus reimbursement of its expenses in accordance with Section 9.3 below.

Section 9.3 **Cost of Transfers.** The transferor and, if he fails or refuses to do so, then the transferee, of any Interest shall reimburse the Company for all costs incurred by the Company resulting from any Transfer.

Section 9.4 **Effect of Attempted Disposition in Violation of this Agreement.** Any attempted Transfer of any Interest in breach of this Agreement shall be null and void and of no effect whatever.

Section 9.5 **Purchase of Interest Upon Certain Events.**

(a) **Involuntary Assignment Event.** Upon the occurrence of an Involuntary Assignment Event with respect to a Member, the Company and the Manager shall have the option, commencing on the date of such Involuntary Assignment Event, to purchase from such Member or the legal representative or transferee of such Member, such Member's Interest.

(b) **Termination of Employment.** If the employment of a Member terminates for any reason, whether voluntary or involuntary, or if any Member otherwise ceases to perform services on behalf of the Company for any reason, the Company and the Manager shall have the option to purchase all of such Member's Interest, commencing on the date of such termination.

(c) **Purchase Price.** The purchase price in any purchase pursuant to this Section 9.5 shall be the amount of the Capital Account attributable to the purchased Interest. The purchase price in a purchase under this Section 9.5 shall be paid in the form of immediately available funds.

(d) **Options.** The Company shall have the option until sixty (60) days after the date of the event giving rise to the option under this Section 9.5 to purchase the offered Interest. If the Company declines to exercise such option or fails to do so within such time period, the Manager shall have the right to exercise such option until seventy-five (75) days after the date of the event giving rise to the option under this Section 9.5.

(e) **Exercise of Option and Closing.** Any option under this Agreement may be exercised by giving written notice of such exercise to the affected Member within the applicable option period. The closing of a purchase and sale pursuant to this Section 9.5 shall be held at the office of the Company thirty (30) days following the exercise of an option hereunder. At such closing, (a) the selling party shall assign his entire interest in the Company to the purchasing party, free and clear of all liens, claims, and encumbrances, and shall execute and deliver to the purchasing party all documents which may be reasonably required to give effect to such purchase and sale; and (b) the purchasing party shall pay to the selling party the purchase price for the selling party's interest.

Section 9.6 Drag-Along Rights. If Members holding sixty-five percent (65%) or more of the Interests (collectively, the "Initiating Members") propose a sale, merger, or other Transfer involving sixty-five percent (65%) or more of the Interests to a Person that is not a Member or an Affiliate of a Member, then all Members shall consent to and raise no objection with respect to (and will not exercise statutory appraisal or other rights or remedies in connection with and hereby waives any such rights and remedies) such transaction and, if requested by the Initiating Members and if such transaction is structured as a sale of Interests (including a sale structured as a merger, consolidation, or combination), then each Member shall sell, assign and/or Transfer all of the Interest of such Member ("Drag-Along Interest") for the same consideration (as determined on a pro-rata basis) and otherwise on the same terms and conditions approved by the Initiating Members. To exercise the drag-along rights provided in this Section, the Initiating Members shall give the other Members written notice (a "Drag-Along Notice") containing (i) the name and address of the proposed transferee and (ii) the proposed purchase price, terms of payment, and other material terms and conditions of the proposed transferee's offer, and (iii) copies of all executed documents relating to the proposed Transfer existing at the time of such notice. The Members shall thereafter be obligated, subject to the terms and conditions of this Section, to sell to the proposed transferee, simultaneously with the Initiating Members, all of the Members' Interests and each Member hereby irrevocably severally appoints and constitutes the Initiating Members and their successors and assigns hereunder as their true and lawful attorney in fact, with full power and authority, on his or her behalf and in his or her name, to execute, acknowledge, swear to, deliver and, where appropriate, file in such offices and

places as may be required any agreements or documents necessary to effect the same. The power of attorney granted by the Members to the Initiating Members under this Section is a special power coupled with an interest and is irrevocable. Such power of attorney shall survive the death or legal disability of a Member and any Transfers or abandonment of his or her Interest, or his or her withdrawal from the Company. At the closing of any transaction pursuant to this Section, each Member shall enter into agreements with the purchaser of the Interests containing terms substantially similar to the terms on which the Initiating Members are transferring their Interests. Each holder of an Interest shall bear his or her pro-rata share (based upon his or her Interest transferred) of the costs and expenses incurred by the Initiating Members in connection with any Transfer of Interests pursuant to a sale, merger or otherwise described in this Section to the extent such costs and expenses are incurred for the benefit of all holders of Interests and are not otherwise paid by the Company or the acquiring party, with the understanding that the Company shall pay such costs and expenses unless prohibited from doing so by the terms of the transaction. Costs and expenses incurred by holders of Interests on their own behalf shall not be considered costs and expenses of the transaction hereunder.

ARTICLE X

DISSOLUTION

Section 10.1 **Dissolution**. The Company shall be dissolved as provided in the Act.

Section 10.2 **Wind-Up of Affairs**. If the Company is dissolved, then the affairs of the Company shall be wound up and its assets distributed as provided in the Act and Section 7.2 of this Agreement.

ARTICLE XI

INDEMNIFICATION

Section 11.1 **Right to Indemnification**. Subject to the limitations and conditions provided in this Article XI, each Person who was or is made a party or is threatened to be made a party to or is involved in any Proceeding, by reason of the fact that such Person is or was a Manager, officer, employee or agent of the Company or while a Manager, officer, or employee of the Company is or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, shall be indemnified, defended and held harmless by the Company to the fullest extent permitted by the Act, as the same exist or may hereinafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against claims, damages, liabilities, judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs or expenses (including, without limitation, attorneys' fees) actually incurred by such Person in connection with such Proceeding, whether or not such Person is acting in such capacity at the time such liability or expense is paid or incurred, if, in the matter giving rise to such Proceeding, the Person acted, or omitted to act, in good faith and in a manner the Person reasonably believed to be not opposed to the best interest of the Company. The termination of any Proceeding by judgment, order or settlement shall not, of itself, create a

presumption that the Person did not act, or omit to act, in good faith and in a manner that the Person reasonably believed to be not opposed to the best interest of the Company. The right of indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which any Person may otherwise be entitled by contract or as a matter of law or equity and shall extend to his, her or its heirs, successors, assigns and personal representatives. It is expressly acknowledged that the indemnification provided in this Article XI could involve indemnification for negligence of the Person indemnified or under theories of strict liability.

Section 11.2 **Advance Payment.** To the fullest extent permitted by applicable law, the right to indemnification conferred in this Article XI shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a Person of the type entitled to be indemnified under Section 11.1 in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such Person in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Company of a written affirmation by such Person of such Person's good faith belief that such Person has met the standard of conduct necessary for indemnification under this Article XI and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this Article XI or otherwise.

Section 11.3 **Insurance.** The Managers may cause the Company to purchase and maintain insurance, at its expense, to protect itself and any Person of the type entitled to be indemnified under Section 11.1, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under Section 11.1.

Section 11.4 **Savings Clause.** If this Article XI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Manager or any other Person indemnified pursuant to this Article XI as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article XI that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE XII

MISCELLANEOUS

Section 12.1 **Amendments.** The Manager may, by instrument in writing, amend any of the provisions of this Agreement other than this Section 12.1, provided, however, no amendment can adversely affect the rights of Members to share income, gain, distributions, unless such amendment is approved by all Members adversely affected thereby.

Section 12.2 **Other Activities.** Except as specifically provided in this Section, the Manager and any Member may, independently or with others, engage or possess an interest in other business ventures or activities of every nature and description, including those that are competitive with the business of the Company, and neither the Company nor any of the other Members shall have any right by virtue of this Agreement in and to such other ventures or

activities or to the income or property derived therefrom and no party shall have any liability to the Company or the Members as a result of participating in such other ventures or activities. Notwithstanding the foregoing, the Manager may not acquire an interest in any other business venture whose primary business is retail energy marketing; provided, however, that the restrictions of this sentence shall not apply to any business interest or activities held by or being conducted by the Manager as of the date of this Agreement.

Section 12.3 **Confidential Information.** No Member shall make a public announcement or disclosure of any information related to this Agreement or any transaction entered into with respect to this Agreement without the prior written approval of the Manager, except as otherwise provided below. No Member shall, directly or indirectly, disclose or provide to any other person any non-public information of a confidential nature concerning the business or operations of the Company (including, without limitation, any and all Company business records, data, or other information regarding the business of the Company or the Company assets), except as is required in governmental filings or judicial, administrative or arbitration Proceedings or as authorized by the Manager. If any Member is required in connection with governmental filings or judicial, administrative or arbitration Proceedings (by oral questions, interrogatories, requests for information or document subpoena, civil investigative demand or similar process) to disclose any such information, that Member shall provide the Manager with prompt prior notice of such request so that the Manager may seek an appropriate protective order or take other appropriate action. In the event of any dispute between any of the Members, such information of the Company filed with any court or arbitrator (including, without limitation, any brief, other court paper, discovery request or response, or deposition) shall, to the extent permitted under applicable law, be only filed under seal; provided that at the conclusion of such dispute, including all appeals, such information shall be returned to the Manager. Each Member agrees that any unauthorized disclosure of such information would not be adequately compensable in damages and, thus, agrees that, in the event of any such disclosure, the Company shall, in addition to any claim for damages for breach of this Agreement, be entitled to seek and obtain equitable relief by way of injunction or otherwise in a court of competent jurisdiction. This confidentiality provision may be enforced by specific performance.

Section 12.4 **Partition.** No Member shall be entitled to a partition of any property or assets of the Company, notwithstanding any provision of law to the contrary. An Interest is personal property.

Section 12.5 **Provisions Severable.** Every provision of this Agreement is intended to be severable and, if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

Section 12.6 **Headings.** The headings of the various Sections are intended solely for convenience of reference, and shall not be deemed or construed to explain, modify or place any construction upon the provisions hereof.

Section 12.7 **Certificates of Interest.** The Company may issue certificates evidencing each Member's Interest in the Company.

Section 12.8 **Electronic Signatures and Communications.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have

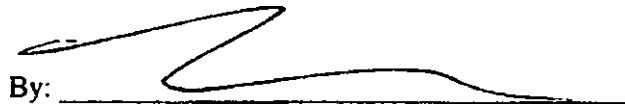
been signed by each of the Members and delivered to the other Members; it being understood that all initial Members need not sign the same counterpart. The exchange of copies of this Agreement and of signature pages Electronically shall constitute the effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by any such means shall be deemed to be their original signatures for all purposes. Similarly, any consent or notice under this Agreement, or any amendment of this Agreement, may be signed and delivered Electronically and may be used in lieu of an original of such document for all purposes. Any Electronically stored copy of this Agreement or of any other related document, by means intended to preserve the original graphic and pictorial appearance of the document, shall constitute an original for all purposes.

Section 12.9 **Legal Counsel.** The Members acknowledge and agree that Nathan Sommers Jacobs, A Professional Corporation ("NSJ"), has represented Tri Vo in connection with this Agreement and the formation of the Company. From time to time, NSJ shall be permitted to render legal advice and to provided legal services to Tri Vo and his affiliates with respect to the Company or otherwise. In no event shall an attorney/client relationship exist between NSJ and any other Member.

IN WITNESS WHEREOF, the Members have adopted this Agreement as of August 19, 2014.

COMPANY:

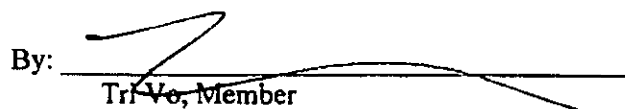
PROVISION POWER AND GAS, LLC

By: 

Tri Vo, Manager

MEMBER:

ELEVATION ENERGY GROUP, LLC

By: 

Tri Vo, Member

Exhibit A to the Limited Liability Company Agreement of Provision Power and Gas, LLC

Members

<u>Name and Address</u>	<u>Initial Capital Contribution</u>	<u>Initial Interest</u>
Elevation Energy Group 640 Tillery St Austin, TX 78702	\$1,750,000.00	100%
Total:	\$1,750,000.00	100%

RECEIVED

JAN 31 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit 2b-C

RECEIVED

JAN 31 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Elevation Energy Group, LLC owns 100% of Provision Power and Gas, LLC

P.O. Box 6036
Austin, TX 78762

Tim Penney owns 22.5% of Elevation Energy Group, LLC

1680 S. Cook St
Denver CO 80210

Grupo SB, LLC owns 53% of Elevation Energy Group, LLC

P.O. Box 6036
Austin, TX 78762

Tri Vo owns 100% of Grupo SB, LLC

712 Prospect Ave
Austin, TX 78702

Exhibit 3
Tri Vo – Curriculum Vitae

RECEIVED

JAN 31 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Tri Vo
Vo.m.tri@gmail.com

EDUCATION	The University of Texas at Austin Bachelor of Business Administration Major: Finance Minor: Biology Overall GPA: 3.16 SAT Math: 800 Verbal: 710	Dec 2007
	Chinese University of Hong Kong: International Finance	Spring 2006
EXPERIENCE		
<i>3/12 – Present</i>	Energy 95 LLC / Elevation Energy Group <i>President</i> <ul style="list-style-type: none">• Founded a retail book in Ohio: \$25MM in revenue in 2015• Hired and Managed a team of 7 employees• Negotiated a \$5MM line of credit after 7 months of operation: increased to \$7.5MM in early 2014• Negotiated NAESBs and credit lines with counterparties• Led development of proprietary information systems which allows for industry-leading management of retail business• Traded and scheduled crude oil and natural gas	Austin, TX
<i>11/09 – 1/12</i>	United Energy Trading <i>Senior Market Representative</i> <ul style="list-style-type: none">• Created a successful natural gas proprietary trading book in the Gulf, Southeast, Appalachia and Northeast regions• Originated producer services, transport, storage, and processing deals• Founded a retail book in the Ohio area serving residential, commercial and industrial customers• Managed a retail book in California with over 8000 customers that nets over \$1.5mm a year in profit	Denver, CO
<i>07/09-10/09</i>	Mieco, Inc. <i>Analyst, Scheduler, Trader</i> <ul style="list-style-type: none">• Founded a proprietary trading book in the Gulf and Northeast regions• Scheduled, pathed, and balanced the Rockies and Gulf regions• Tracked Profit and Loss	Denver, CO
<i>01/08 – 07/09</i>	Texla Energy Management, Inc. <i>Analyst, Scheduler</i> <ul style="list-style-type: none">• Scheduled and balanced ANR, Carthage Hub, Centerpoint, Columbia Gulf, Florida Gas, Gulf South, Gulf States, Houston Pipeline, Regency, Sabine Hub, Texas Gas, and Texas Eastern• Researched, scheduled, and directed execution of transport• Spearheaded optimization projects for production portfolio resulting in additional value for producers• Researched economical and operational issues with new markets• Managed wellheads on different pipelines	Houston, TX
<i>06/07 – 12/07</i>	United Energy Trading LLC <i>Natural Gas Trading Intern</i> <ul style="list-style-type: none">• Researched arbitrage opportunities using storage, transport, optionality, end-market users and production• Implemented a new system that captures UET's operations: trading, risk management, operations, contract administration and credit• Pathed and balanced gas traded on CIG, EPNG, ANR and Trailblazer• Implemented innovative use of Icebox to search for new arbitrage opportunities using transport• Assisted traders with deal entry	Houston, TX

6/04 – 8/04 **F-1 Computer Services**

Houston, TX

Technician

- Handled customer relations, repaired computers and designed websites

SKILLS

Energy – Working knowledge of Enesys, Monaco, GasPro, ICE and EBBs

Computer – Proficient in Microsoft Word, Excel, Adobe Photoshop CS2

Medical – Emergency Medical Technician – Basic

Exhibit 4
Filing Fee Proof of Payment

RECEIVED

JAN 31 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exhibit 5
Notarized Proofs of Publication in Newspapers

RECEIVED

JAN 31 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

Provision Power & Gas, LLC
P.O. Box 6036
Austin TX 78762

REFERENCE: 94855 288467
PUC Notice

STATE OF PENNSYLVANIA)
COUNTY OF ERIE) SS:
Brenda L. Learn, 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, 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: 10/27/17

TOTAL COST: \$677.00 AD SPACE: 0 Lines

FILED ON: 10/27/17

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

*Applications of **Provision Power & Gas, LLC** For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.*

Provision Power & Gas, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. **Provision Power & Gas, LLC** will also be filing an application with the PUC for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. **Provision Power & Gas, LLC** proposes to sell electricity, natural gas, and related services in all service territories throughout the Commonwealth of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act. https://ssl.gstatic.com/ui/v1/icons/mail/images/clear_dot.gif

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Provision Power & Gas, LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Provision Power & Gas, LLC attorney at the address listed below.

By and through President & CEO : Tri Vo
Provision Power & Gas, LLC
P. O. Box 6036
Austin, TX 78762
Tel 512-237-7791 ext 7005
Fax 866-593-9771

EP 288467

Sworn to and subscribed before me this 1st day of December 2017

Affiant: Brenda L. Learn

NOTARY: Barbara J. Moore

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Barbara J. Moore, Notary Public
City of Erie, Erie County
My Commission Expires March 23, 2020
MEMBER PENNSYLVANIA ASSOCIATION OF NOTARIES



Commonwealth of Pennsylvania,) ss
County of Cumberland)

Donna Maldonado being duly sworn, deposes that he/she is principal clerk of PA Media Group; that The Patriot News is a public newspaper published in the city of Mechanicsburg, with general circulation in Cumberland and Dauphin and surrounding counties, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Patriot News 10/31/2017

Donna M. Maldonado
Principal Clerk of the Publisher

Sworn to and subscribed before me this 1st day of November 2017

Crystal B. Rosensteel
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Crystal B. Rosensteel, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires June 27, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Applications of Provision Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/ Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services. To The Public In The Commonwealth Of Pennsylvania.

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Provision Power & Gas, LLC proposes to sell electricity, natural gas, and related services in all service territories throughout the Commonwealth of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the 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 Provision Power & Gas, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Provision Power & Gas, LLC attorney at the address listed below.

By and through President & CEO :
Tri Vo
Provision Power & Gas, LLC
P. O. Box 6036
Austin, TX 78762
Tel 512-237-7791 ext 7005
Fax 866-593-9771

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

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

Helene Sweeney 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 24, 2017

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.

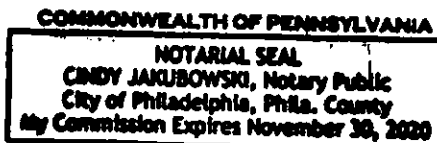


Sworn to and subscribed before me this 24th day of
November, 2017.



Notary Public

My Commission Expires:



Copy of Notice of Publication

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**
Applications of Provision Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged in the Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public in The Commonwealth Of Pennsylvania.
Provision Power & Gas, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. Provision Power & Gas, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Provision Power & Gas, LLC proposes to sell electricity, natural gas, and related services in all service territories throughout the Commonwealth of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act and the 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 Provision Power & Gas, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Provision Power & Gas, LLC attorney at the address listed below.
By and through President & CEO : Tri Vo
Provision Power & Gas, LLC
P. O. Box 6036
Austin, TX 78762
Tel 512-237-7791 ext 7005
Fax 512-593-9771

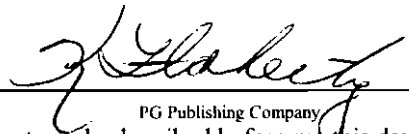
Proof of Publication of Notice in Pittsburgh Post-Gazette

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 K. Flaherty, 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:

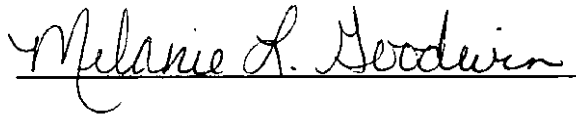
02 of December, 2017

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.



PG Publishing Company

Sworn to and subscribed before me this day of:
December 04, 2017



Melanie L. Goodwin

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Melanie L. Goodwin, Notary Public
Findlay Twp., Allegheny County
My Commission Expires May 12, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

STATEMENT OF ADVERTISING COSTS

Provision Power & Gas, LLC
PO BOX 6036
ATTN: JEFF HAMMER
AUSTIN TX 78762-6036

To PG Publishing Company

Total ----- \$562.50

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
2201 Sweeney Drive
CLINTON, PA 15026
Phone 412-263-1338

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

By  _____
Samuel J. Arbutine

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
Applications of Provision Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public in The Commonwealth Of Pennsylvania.

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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Provision Power & Gas, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Provision Power & Gas, LLC attorney at the address listed below.

By and through President & CEO: Tri Vo, Provision Power & Gas, LLC, P.O. Box 6036, Austin, TX 78762, Tel 512-237-7791 ext 7005. Fax 866-593-9771

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

PROVISION POWER & GAS LLC
PO BOX 6036
AUSTIN TX 78762

Account # 626576
Order # 82143716
Ad Price: 1170.02

LOCAL RETAIL
Gina Krushinski

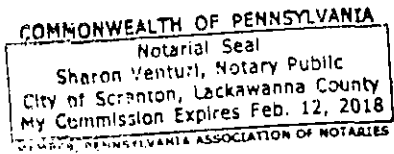
Being duly sworn according to law deposes and says that (s)he is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication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

11/02/2017

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 Gina Krushinski

Sworn and subscribed to before me
this 3rd day of November A.D., 2017

Sharon Ventura
(Notary Public)



PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

Applications of Provision Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a **Supplier, Aggregator, and Marketer/Broker** Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.

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By and through President & CEO : Tri Vo
Provision Power & Gas, LLC
P. O. Box 6036
Austin, TX 78762
Tel 512-237-7791 ext 7005
Fax 866-593-9771

PROOF OF PUBLICATON 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 LLC 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:

October 28, 2017

Affiant further deposes that he is an officer daily authorized by the Sun-Gazette LLC, publisher of the Williamsport Sun-Gazette, to verify the foregoing statement under oath and declare that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all the allegations in the foregoing statement as to time, place and character of publication are true.

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Applications of Provision Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services. To The Public In The Commonwealth Of Pennsylvania.

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By and through President & CEO: Tri Vo Provision Power & Gas, LLC P. O. Box 6036 Austin, TX 78762 Tel 512-237-7791 ext 7005 Fax 866-593-9771

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

SUN-GAZETTE LLC hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the been fully paid

[Signature of Bernard A. Oravec]

SUN-GAZETTE LLC

Sworn to and subscribed before me

The 31st day of October 20 17

[Signature of Beth A. Miller]

COMMONWEALTH OF PENNSYLVANIA

Notary Public

NOTARIAL SEAL BETH A MILLER Notary Public CITY OF WILLIAMSPORT, LYCOMING COUNTY My Commission Expires Apr 18, 2020

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette LLC, Dr.:

For publishing the notice attached

Hereto on the above state dates... \$346.68

Probated same..... \$

Total..... \$346.68

SUN-GAZETTE LLC

BY Bernard A. Oravec

COMMONWEALTH OF PENNSYLVANIA }
 County of Cambria } SS

PENNSYLVANIA
 PUBLIC UTILITY COMMISSION
 NOTICE

Applications of **Provision Power & Gas, LLC** For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.

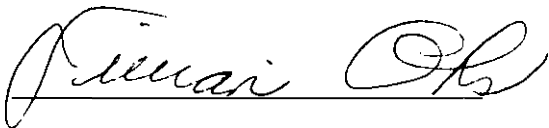
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By and through President & CEO : Tri Vo
Provision Power & Gas, LLC
 P. O. Box 6036
 Austin, TX 78762
 Tel 512-237-7791 ext 7005
 Fax 866-593-9771

published
 that the au
 of The Joh
 interested
 character

Signed and
 1st day of December, 2017,
 by Christine Marhefka making the statement.



Commonwealth of Pennsylvania - Notary Seal
 Vivian Ohs, Notary Public
 Cambria County
 My commission expires December 6, 2020
 Commission number 1123017
 Member, Pennsylvania Association of Notaries

On this 1st day of December A.D.
 2017, 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 Sales Manager /
 Major Accounts 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,

of Cambria, and Commonwealth of Pennsylvania and
 matter published in said publication in the regular issues
 on October 27, 2017; and that the Affiant is not
 ising and that all of the allegations as to time, place and



STATEMENT OF ADVERTISING COSTS

0.00 Lines @	\$2.50 per line	0.00
8 Inches @	\$25.00 per inch	200.00
Notary Fee		5.00
Clerical Fee		2.50
Total Cost		207.50

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 _____

CUSTOMER USE ONLY

FROM: (PLEASE PRINT) PHONE ()

Provision Power & Gas
PO BOX 6036
Austin TX, 78762



EE 157434191 US



**PRIORITY
★ MAIL ★
EXPRESS™**

PAYMENT BY ACCOUNT (if applicable)

USPS® Corporate Acct No Federal Agency Acct No or Postal Service™ Acct No

DELIVERY OPTIONS (Customer Use Only)

SIGNATURE REQUIRED Note: The master must check the "Signature Required" box if the master: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

- Delivery Options**
- No Saturday Delivery (delivered next business day)
 - Sunday/Holiday Delivery Required (additional fee, where available*)
 - 10:30 AM Delivery Required (additional fee, where available*)
- *Refer to USPS.com® or local Post Office™ for availability.

TO: (PLEASE PRINT) PHONE ()

Pennsylvania Public
Utility Commission Secretary
400 North St, Keystone bldg
Harrisburg, PA 17120

ZIP - 4* (U.S. ADDRESSES ONLY) 17120

- For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
- \$100.00 insurance included.

ORIGIN (POSTAL SERVICE USE ONLY)

1-Day 2-Day Military DPO

PO ZIP Code 78762	Scheduled Delivery Date 2-1-18	Postage	
Date Accepted (MM/DD/YY) 1-31-18	Scheduled Delivery Time <input type="checkbox"/> 10:30 AM <input type="checkbox"/> 3:00 PM <input checked="" type="checkbox"/> 12 NOON	Insurance Fee	COD Fee
Time Accepted 11:00 AM	10:30 AM Delivery Fee	Return Receipt Fee	Live Animal Transportation Fee
Special Handling Fragile	Sunday Holiday Premium Fee	Total Postage & Fees	
Weight	Flat Rate	Acceptance Error Penalties	\$ 55-

DELIVER (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	<input type="checkbox"/> AM <input type="checkbox"/> PM	