PUBLIC REDACTED

Marketing Systems Group, LLC

Exhibit-A

ABC Application Question #4

Marketing Systems Group, LLC is submitting an application for a broker/marketer license. Marketing Systems Group will contract with approved license energy suppliers. Marketing Systems Group will offer Fixed and variable price plans to residential, small commercial and industrial customers.

Exhibit-B

ABC Application Question #5

In support of its application for an Agent, Broker, and Consultant ("ABC") certification in the State of Illinois, Marketing Systems Group, LLC hereby certifies that it meets the requirements of Section 16-115C of the Public Utilities Act.

If the Illinois Commerce Commission should have any questions or concerns with this application, please contact Marketing Systems Group, LLC.

Exhibit C

IN RE: ABC Application Question #7

In support of its application for an Agent, Broker, and Consultant ("ABC") certification in the State of Illinois, Marketing Systems Group, LLC hereby certifies that it is not an agent, broker, or consultant in any other jurisdictions in a manner similar to that contemplated under Section 16-115C of the Public Utilities Act. Furthermore, has not had any complaints filed against it for its provision of any services in the electric or gas industry in this or any other jurisdiction.

Exhibit-D

Certificate of Good Standing

Please See Attached

File Number 0446411-7

To all to whom these Presents Shall Come, Greeting:

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

MARKETING SYSTEMS GROUP, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JULY 24, 2013, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

Authentication #: 1415002112

Authenticate at: http://www.cyberdriveillinois.com

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 30TH *day of* MAY *A.D.* 2014 .

Jesse White

SECRETARY OF STATE

Form **LLC-5.5**	**Illinois** **Limited Liability Company Act** **Articles of Organization**	**FILE # 04464117**
Secretary of State Jesse White Department of Business Services Limited Liability Division www.cyberdriveillinois.com	**Filing Fee:** $500 **Expedited Fee:** $100 **Approved By:** REH	**FILED** **JUL 24 2013** **Jesse White** **Secretary of State**

1. Limited Liability Company Name: MARKETING SYSTEMS GROUP, LLC

2. Address of Principal Place of Business where records of the company will be kept:
   2033 MILWAUKEE AVE, SUITE #350

   RIVERWOODS, IL 60015-3581

3. Articles of Organization effective on the filing date.

4. Registered Agent's Name and Registered Office Address:

   INCORP SERVICES, INC.
   901 S 2ND ST STE 201
   SPRINGFIELD, IL 62704-7909 SANGAMON

5. Purpose for which the Limited Liability Company is organized:
   "The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. The Limited Liability Company is managed by the manager(s).

   ARSHINOV, GLEB
   2033 MILWAUKEE AVE, SUITE #350
   RIVERWOODS, IL 60015

8. **Name and Address of Organizer**
   I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

   Dated: JULY 24, 2013

   GLEB ARSHINOV
   2033 MILWAUKEE AVE, SUITE #350
   RIVERWOODS, IL 60015

This document was generated electronically at www.cyberdriveillinois.com

Exhibit C

Limited Liability Company Operating Agreement

See attached.

THIS AGREEMENT HAS BEEN PREPARED ASSUMING THAT I2R, LLC WILL BE THE SOLE MEMBER OF MARKETING SYSTEMS GROUP, LLC AND THAT MARKETING SYSTEMS GROUP, LLC WILL BE DISREGARDED FOR FEDERAL INCOME TAX PURPOSES. IF ADDITIONAL MEMBERS ARE ADDED, LLC INTERESTS ARE TRANSFERRED, OR AN ELECTION IS MADE TO TREAT THE ENTITY AS AN ASSOCIATION TAXABLE AS A CORPORATION FOR FEDERAL INCOME TAX PURPOSES, IT WILL BE NECESSARY TO AMEND THIS AGREEMENT.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF MARKETING SYSTEMS GROUP, LLC

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the "**Agreement**") is made and entered into as of the 24th day of July, 2013, by Marketing Systems Group, LLC, an Illinois limited liability company (the "**Company**"), and I2R Holdings, LLC, a Delaware limited liability company ("**Member**").

RECITALS

WHEREAS, the Company was formed as an Illinois limited liability company on July 24, 2013, by the filing of Articles of Organization with the Illinois Secretary of State;

WHEREAS, the Member desires to provide for certain agreements governing the business and affairs of the Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Name. The name of the Company is Marketing Systems Group, LLC; provided that the Manager may, from time to time, change the name of the Company to any name permitted by the Illinois Limited Liability Company Act, 805 ILCS 180/Article 1 *et seq.* as the same may be amended, superseded or replaced from time to time (the "**Law**").

2. Company's Office, Registered Office and Registered Agent. The mailing office and street address of the principal office of the Company is 1658 Milwaukee Avenue, Suite 314, Chicago, IL 60647. The name and address of the Company's registered agent in the State of Illinois shall be such person and location as determined by the Manager from time to time.

3. Term. The term of the Company shall be perpetual, unless the Company is earlier dissolved in accordance with the provisions of this Agreement.

4. Business of the Company. The business of the Company shall be to engage in any lawful businesses and activities for which limited liability companies may be organized under the Law.

5. Title to Property. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity and not by the Member. All such property shall be held in the name of the Company.

6. Ownership. As of the date hereof, Member owns 100% of the limited liability company interests of the Company (**"LLC Interests"**).

7. Representations and Warranties. The Member hereby represents and covenants that: (a) it has acquired the LLC Interests for its own account as an investment and without an intent to distribute the LLC Interests; and (b) it acknowledges that the LLC Interests have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by it without appropriate registration or the availability of an exemption from such requirements.

8. Management. The business and affairs of the Company shall be managed by one Manager. Except where the approval of the Member is expressly required by non-waivable provisions of the Law, the Manager shall have full and complete authority, power and discretion to direct, manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. A Manager shall serve until his or her death (if the Manager is an individual), resignation or removal by the Member, which removal may occur with or without cause. Any vacancy in the role of Manager occurring for any reason may be filled by the Member. A Manager need not be a member. I2R Holdings, LLC shall serve as the initial Manager of the Company.

9. Officers. The Manager may appoint a chief executive officer, a president, such number of vice presidents as the Manager may from time-to-time determine, a secretary and a treasurer (the **"Officers"**). Each Officer of the Company shall hold office until his or her successor is duly appointed or until his or her earlier resignation, death or removal by the Member, which removal may occur with or without cause. All Officers, as between themselves and the Company, shall respectively have such authority and perform such duties as are customarily incident to their respective offices, and as may be specified from time-to-time by the Member, regardless of whether such authority and duties are customarily incident to such office. The initial officers of the Company shall be as follows:

Chief Executive Officer and President	Gleb Arshinov
Treasurer and Secretary	Alexander Goldstein

10. Indemnification. The Company (to the extent of all of its assets and without any obligation on the part of the Member to contribute funds to the Company, but subject to any lien or security interests held by any person) shall indemnify and save harmless each Officer, the Manager and the Member from any loss or damage incurred by it by reason of any act performed by it for and on behalf of the Company and in furtherance of the Company's interest, provided such act or acts were done in good faith and without malfeasance, gross negligence or willful misconduct on the part of the Manager, the Member or any Officer. The obligations of the Company under this Section 10 shall be satisfied solely from the assets of the Company, and the Member shall have no personal liability on account thereof.

11. Certificate of LLC Interests. The Company shall issue to the Member a limited liability company certificate ("**Certificate**") evidencing the LLC Interests held by the Member. The Certificate shall be transferable only on the books of the Company, to be kept by the Secretary of the Company, on surrender thereof by the registered holder in person or by attorney, and until so transferred the Company may treat the registered holder of a Certificate as the owner of the interest evidenced thereby for all purposes whatsoever. For the purposes of Article 8 of the Uniform Commercial Code as in effect in the State of Illinois (the "**UCC**"), each interest in the Company as evidenced by a Certificate shall be deemed to be a "security," as such term is defined in Section 8-102 of the UCC and shall be governed by Article 8 of the UCC.

The Certificate will bear the following legend:

"THE LLC INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS ("STATE ACTS") AND MAY NOT BE SOLD, ASSIGNED, PLEDGED OR TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR STATE ACTS OR AN EXEMPTION FROM REGISTRATION THEREUNDER."

12. Dissolution. The Company shall be dissolved by the written agreement of the Member.

13. Inconsistencies. In the event of any inconsistency between this Agreement and the Law, to the extent permitted by applicable law, the terms of this Agreement shall govern.

14. Application of Illinois Law. This Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Illinois.

15. Entire Agreement. This Agreement and the Articles of Organization contain the entire understanding of the Member with respect to the subject matter hereof and thereof and supersede all prior, written or oral agreements or understandings between the parties with respect thereto.

16. No Partnership Intended for Non-Tax Purposes. The Company has been formed as a limited liability company pursuant to the Law, and there is no intent to form a partnership or a limited partnership.

17. Amendments. This Agreement may not be amended except in writing by the Member.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Member and its legal representatives, successors and assigns.

19. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

Marketing Systems Group, LLC

By:_____
Gleb Arshinov

Its: Chief Executive Officer and President

MEMBER:

I2R Holdings, LLC

By:_____
Alexander Goldstein

Its: Chief Executive Officer and President

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

Marketing Systems Group, LLC

By:_____
Gleb Arshinov

Its: Chief Executive Officer and President

MEMBER:

I2R Holdings, LLC

By: Alex Goldstein
Alexander Goldstein

Its: Chief Executive Officer and President

Attachment 9A

Confidential

[redacted]

Attachment 9B

Confidential

Managerial Qualifications
Marketing Systems Group, LLC - Attachment 9B

Marketing Systems Group, LLC IS A WHOLLY OWNED SUBSIDIARY OF I2R HOLDINGS, LLC

Management Bios reflecting Managerial Competence are as follows

Marketing System Group, LLC Staff:

[redacted]

[redacted]

[redacted]

[redacted]

Attachment 9B (Continued)

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Attachment 10A

Confidential

Marketing Systems Group, LLC

Management Bios reflecting Technical Competence are as follows

A. Marketing Systems Group, LLC Staff:

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Exhibit E

Surety Bond

TRAVELERS

Travelers Casualty and Surety Company of America
Hartford, CT 06183

License No. _____

RIDER

To be attached to and form part of Bond No. 105947074.

Issued on behalf of MARKETING SYSTEMS GROUP, LLC as Principal, and in favor of STATE OF IL as Obligee.

It is agreed that:

☒ 1. The Surety hereby gives its consent to change the Name:

from: ENERGY BROWSER, LLC

to: MARKETING SYSTEMS GROUP, LLC

☒ 2. The Surety hereby gives its consent to change the Address:

from: 640 N LASALLE ST, SUITE 535B CHICAGO, IL 60654

to: 205 W. RANDOLPH, SUITE 1040 CHICAGO, IL 60606-1813

☐ 3. The Surety hereby gives its consent to change the _____:

from: _____

to: _____

This rider shall become effective as of May 21, 2014

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative.

Signed, sealed and dated May 28, 2014.

Travelers Casualty and Surety Company of America

By: _____
Gordon L. Levine
Attorney-in-Fact

Accepted: STATE OF IL
Obligee

By: _____

or MARKETING SYSTEMS GROUP, LLC
Principal

By: _____

S-4111 (8/66)

License or Permit Bond

License or Permit Bond No 105947074
Travelers Casualty and Surety Company of America
215 Shuman Blvd.
Naperville, IL 60563

KNOW ALL MEN BY THESE PRESENTS, That we, Energy Browser, LLC as Principal, and Travelers Casualty and Surety Company of America, an Illinois Corporation, and authorized to do business in Illinois, as Surety, are held and firmly bound unto THE PEOPLE OF THE STATE OF ILLINOIS as Obligee, in the sum of FIVE THOUSAND AND NO/100 Dollars ($5,000.00), for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business to operate as an ABC (Agent, Broker, or Consultant) under 220 ILCS 5/16-115C and is required to execute this bond under 83 Illinois Administrative Code Part 454.80 by the Obligee.

NOW, Therefore, if the Principal fully and faithfully perform all duties and obligations of the Principal as an ABC, then this obligation to be void; otherwise to remain in full force and effect.

This bond may be terminated as to future acts of the Principal upon thirty (30) days written notice by the Surety; said notice to be sent to 527 East Capitol Avenue, Springfield, Illinois 62701, of the aforesaid State of Illinois, by certified mail.

Dated this 6th day of June, 2013

Energy Browser, LLC Principal

by:_____
Alexander Goldstein Member

Travelers Casualty and Surety Company of America Surety

by: Monica Kalman
Monica Kalman Attorney-in-Fact

Revised 9/18/12

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224837

Certificate No. 004767357

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew C. Kupferberg, Eric Jaffee, Gordon L. Levine, Michael Levin, Wendy Franks, and Monica Kalman

of the City of Northbrook, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of March, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 13th day of March, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

Marie C. Tetreault, Notary Public

58440-6-11Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of June, 20 13

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.