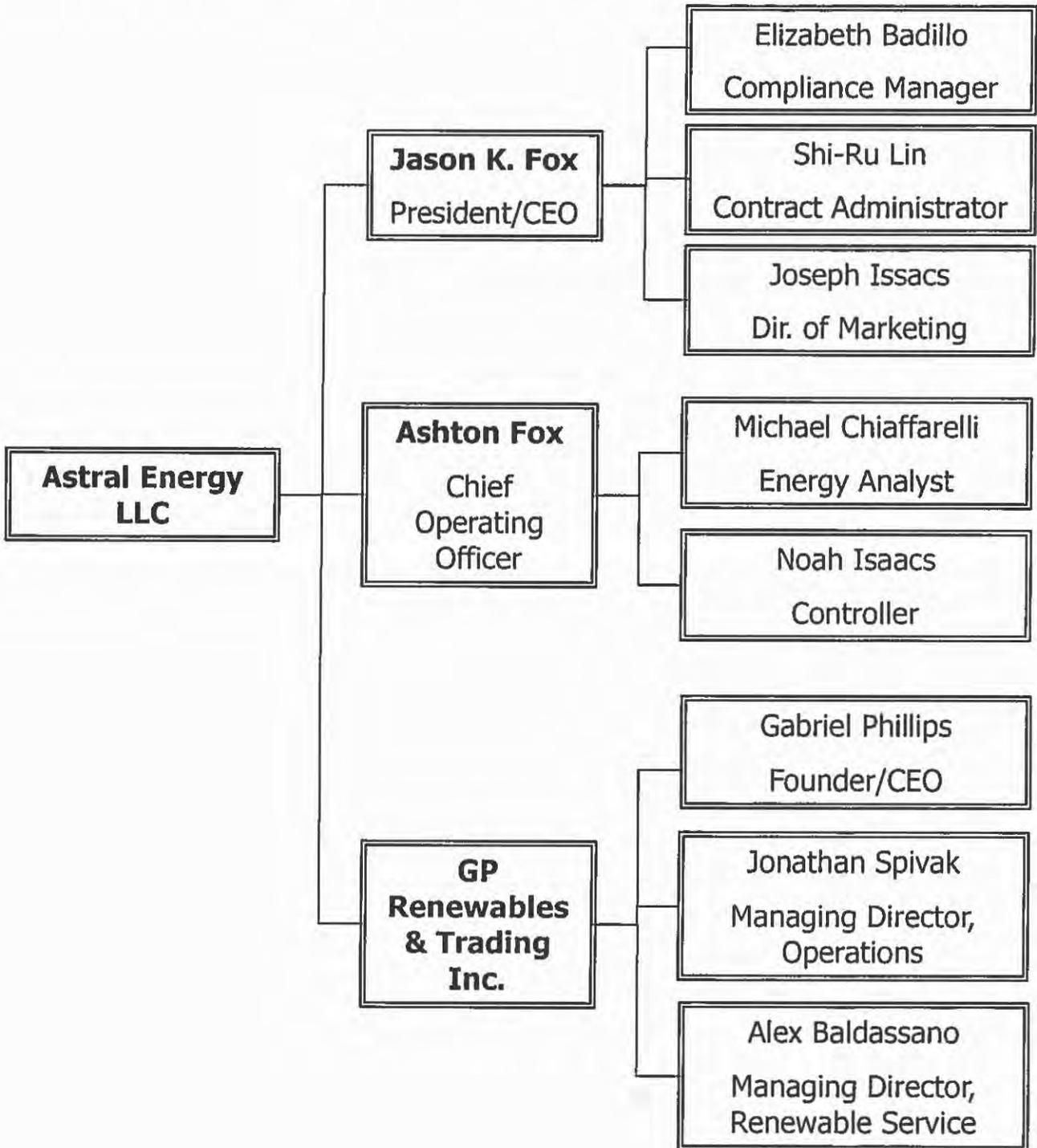


Astral Energy LLC – Organizational Chart



JASON K. FOX, *President*

EXPERIENCE:**Astral Energy LLC – President – 2009 to Present**

Company was founded to provide clean energy in the form of natural gas and renewable photovoltaic solar power. As president, I have sought opportunities for my clients to develop and integrate solar energy in their buildings. The company is now becoming an ESCO to market natural gas and electricity.

Astral Construction Corp. – President - 1983 to 2009

As President established and operate Astral Construction. Company is engaged in general contracting/construction management, specializing in reconstruction and restoration of existing buildings, both interior and exterior, including historic landmarks.

- Started up company from zero, developing financing and setting up all facets of company.
- Conduct detailed technical seminars and manage several project managers within the region.
- Managed development of advertising, public relations/municipal meetings.
- Worked closely with architects, developers and public agencies to develop budgets and construction cost estimating/value engineering programs.
- Built staff to as many as ten, including engineers and project managers. Sourced marketplace for skilled artisans to provide hard to find craft capabilities.
- Successfully bid and completed projects with such organizations as the Department of Defense, the Housing and Urban Development Authority (HUD), hospitals, boards of education, the Port Authority, Palisades Interstate Park Commission, US Postal Service, and private owners.

Paul A. Fox and Associates, Inc. – Vice President (manufacturer's representative)

V.P. in charge of technical sales specializing in building products for commercial construction.

- Work with architects and engineers to develop specifications for major projects.
- Recruited and trained staff.
- Developed all technical sales literature.
- Attended professional trade shows on both regional and national levels.
- Developed all inside operations and systems. Installed PC's and evaluated software. Hired administrative staff and handled all accounting requirements.
- Over three year period, increased company gross sales from \$1 million per year to over \$2 million. Personally generated over half of that volume.

Tremco, Inc.

Started as an outside sales representative with this building products manufacturer. Product line included curtain wall glazing systems, structural sealants, above and below grade waterproofing. In short time was named District Sales Representative. Activities and accomplishments include:

- Interfaced with architects, specialty sub-contractors, builders and building owners.
- Managed Washington, D.C. and state of Virginia territory.
- Increased client base 25%.

Annual total sales of \$800,000.

EDUCATION:

MBA, Marketing/Finance -

Fairleigh Dickinson University, Teaneck, NJ, 1987

B.S., Marketing/Psychology -

University of Maryland, College Park, MD, 1978

ASHTON FOX, Chief Operating Officer

EXPERIENCE:

Astral Energy LLC – Chief Operating Officer – 2011 to Present

Job Description: Manages daily operations of company including interfacing with energy traders, suppliers, governmental agencies, utilities, and energy consultants. Executes wholesale power, gas, environmental attribute, and ancillary service hedging strategies. Oversees in house staff and outsourced sales staff. Implements company growth strategy.

Astral Construction Corp. – Project Manager – 2007 to 2011

Job Description / Project List: Exterior Concrete Panel Seal & Panel Replacement
USPS: D.V. Daniels, P&DC/VMF, Newark NJ
Contract Amount: \$1,987,000.00

EDUCATION: B.A. – Montclair State University, Montclair, NJ (2011)

COMPUTER LITERACY: Microsoft Office Applications, Internet Access, web design, Windows & Microsoft CPM project scheduling

SHI-RU LIN, Contract Administrator

EXPERIENCE:

Astral Energy LLC - Contract Administrator - 2011 to Present

- In charge of preparation for state license applications, contacting local utilities, internal payroll services, and administer all contracts with agents and customers.

Astral Construction - Contract Administrator - 1998 to 2010

- In charge of all electronic processing of construction documents, such as: change orders, AIA billing, request for proposal/information, spread sheet analysis, critical path method project tracking, coordinate purchase orders and delivery of materials.

DRC Associates/CLYDA Paris Inc. - Administrative Assistant – 1995 to 1996

- In charge of office computer related tasks and supplies.
- Products ordering and inventory control.
- Preparing, shipping, and invoicing orders.
- Handling with customer services.
- Training new P/T staff members.

Chinese Information & Culture Center Library – Head of Technical Services – 1990 to 1993

- In charge of online & in-house library systems, database management.
- Original & copy cataloging on MARC using AACR2 rules via RLIN.
- New materials acquisition.
- Decision on circulation.

EDUCATION:

MLS/Library & Information Studies - Rutgers University, New Brunswick, NJ, 1989
BA - Soochow University, Taipei, Taiwan, 1986

COMPUTER LITERACY:

Familiar with Internet access, Windows & Microsoft Office (Word, Excel, Access, & Power Point), sequel server database and active server pages.

LANGUAGE:

Bilingual: English & Chinese

SPECIAL SERVICES AGREEMENT

This SPECIAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 1st day of December, 2013 (the "Effective Date") by and between GP Renewables & Trading, LLC ("GP") with offices at 123 Morningside Dr. S., Westport, CT 06880 and Astral Energy LLC ("Client") with offices at 16 Tyson PL, Bergenfield, NJ.

Whereas Client desires to contract for special services and expertise in accordance with the terms of this Agreement; and

Whereas GP is willing to provide such services and expertise to Client in accordance with the terms of this Agreement; and

Whereas Both Parties desire to enter into a mutually beneficial agreement,

Now, therefore, for and in consideration of the mutual benefits accruing to each, Client and GP (herein referred to as Party or Parties) agree to the following:

1. **SPECIAL SERVICES:** Client hereby retains GP to perform the Special Services on an as needed basis. Services shall be performed pursuant to a signed Exhibit A, Description of Special Services attached hereto. Exhibit A shall specify the services and any special conditions to be rendered and rates for services rendered to Client.

2. **COMPENSATION AND PAYMENT:**

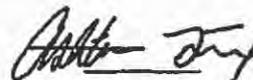
In return for the performance of the obligations of GP hereunder, Client agrees to pay undisputed fees to, and GP agrees to accept, as full and complete compensation for the performance of the Special Services, the compensation set forth on the applicable Exhibit A, within ten (10) days of the date of each timely and accurate invoice, in accordance with this Agreement. Said Exhibit A shall include all rates, costs, and expenses to be incurred by Client including terms for billing and payment. Disputed payments shall be submitted by Client either promptly upon resolution of the dispute (and receipt of a corrected invoice if appropriate) or within thirty (30) days of receipt of the original invoice, whichever is earlier. Any un-disputed invoice that remains outstanding 30 days after the date of the invoice will incur a 1.5% per month late fee until paid in full. The Special Services shall be performed in a timely and competent manner, and to Client's reasonable satisfaction.

3. **RELATIONSHIP:** GP is an independent consultant and not an agent, employee or representative of Client. GP shall have no right to act for or on behalf of or to bind Client unless expressly agreed to in writing by both parties. GP retains the sole and exclusive right to direct and control the manner or means in which the Special Services are performed. GP represents that all personnel to be provided are employees, agents, consultants, or subcontractors of GP. GP is responsible for all withholding taxes, unemployment taxes, and any other taxes as required by law.


GP


CLIENT

4. **OWNERSHIP OF WORK PRODUCT:** For the avoidance of doubt, GP shall be the sole owner of all right, title and interest in and to any documentation or work product created by GP in connection with its performance of the Special Services and its other obligations hereunder.
5. **INDEMNITY:** Both Parties hereby indemnify and hold harmless the other Party from all liability, damage, costs, and expense (including legal fees of third parties or of each Party), which either Party incurs with respect to claims of third parties resulting from the Consulting Services or Work Product, provided hereunder. This indemnity includes defects in the Special Services and claims of infringement or violation of rights of third parties. Either Party shall give the other Party notice of any such claim and shall reasonably cooperate with the other Party into the defense thereof. Client fully recognizes that GP will be providing advice on areas of Client's business where Client has business risk, and Client understands the potential risk with acting on such advice.
6. **CONFIDENTIALITY:** Each Party shall, at all times, hold in strictest confidence all trade secrets, business information, proprietary data, and intellectual property of the other and shall not use or disclose same in any fashion, except for the performance of this Agreement and the utilization by Client of the Special Services in the normal course of its business. Neither Party shall disclose to anyone not employed or designated for use by the other any confidential information acquired in the performance of the Special Services except as authorized in writing by the other.
7. **TERM:** The Initial Term of this Agreement is twelve (12) months. Client may terminate this Agreement upon thirty (30) days prior written notice after the Initial Term. GP may terminate this Agreement upon thirty (30) days prior written notice at any time during the Term. Upon expiration of the Initial Term, this Agreement will automatically renew for an additional period of twelve (12) months, the Renewal Term. Upon the expiration of any Renewal Term, this Agreement will automatically renew for an additional Renewal Term of twelve (12) months.
8. **ASSIGNMENT:** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment without the required consent shall be void.
9. **CONFLICT OF INTEREST:** Client and GP hereby warrant there is no conflict of interest between either Party's other arrangements and the activities to be performed under this Agreement. Both Parties shall use their best efforts to advise each other if a conflict of interest arises during the term of this Agreement.
10. **GENERAL PROVISIONS:**
 - (a) This Agreement shall in all respects be construed according to the laws of the State of New York. Exclusive venue of any legal proceeding arising from this Agreement shall lie in New York County, New York.



GP

CLIENT

- (b) This Agreement contains the entire understanding of the Parties. Neither this Agreement, nor any of its provisions or Exhibits, may be terminated, waived, or released, modified or amended except in writing. Waiver by either Party of its rights under this Agreement with respect to any default by the other Party shall not be deemed to be a waiver by such Party of its rights with respect to any other default. All notices and communications should be sent to the parties at the addresses set forth herein.

NOTICES:

IF TO GP:
GP Renewables & Trading, LLC
123 Morningside Dr. S.
Westport, CT 06880
203-216-8081 (phone)
203-295-3794 (fax)

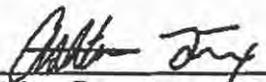
IF TO CLIENT:
Astral Energy LLC
16 Tyson Pl.
Bergenfield, NJ
201-384-5552 (phone)
201-387-2882 (fax)

Agreed to and Accepted by:

GP RENEWABLES & TRADING, LLC

CLIENT


By: Gabriel Phillips


By: Ashton Fox

11/8/17
Its: CEO

Nov. 8, 2013
Its: COO

EXHIBIT A

Proposed Scope of Services (Deliverables)

Front Office

Data Integration and Customer Count Tracking

- Develop Customer Counts Matrix utilizing Customer billing system data to create Customer projections for integration into proprietary load forecasting process,

Load Forecasting and scheduling

- Enter daily Fixed Demand Bids at the Demand Portfolio defined price location in an effort to minimize hourly absolute value deviations from the Day Ahead schedule and reduce costs

Historical Cost Analysis

- Provide historical energy, capacity and ancillary services costs for use in forecasting future headroom calculations

ISDA Negotiation and Bilateral Transaction Management

- Provide support in credit negotiations for bilateral energy transactions with a network of wholesale energy suppliers

Hedging and Portfolio Management

- Make financial and physical hedging recommendations utilizing the wholesale electricity futures and swap markets.
- Develop an approach to manage exposure to wholesale electricity markets utilizing risk-reducing transactions in all available hedging products

Middle Office

Trading Control Services

- Position definition for both fixed and variable rate portfolios
- Forward headroom analysis for fixed and variable rate portfolios

Risk and Exposure Reporting Services

- Assist in development of risk management policies

Back Office

ISO Settlement Services

- Validation of imbalance energy positions and market charge types as related to tariff and market rates, penalty charges, payments, other charges and settlements
- Dispute resolution of invalid charges with ISO contacts
- Reconcile monthly billing settlements and provide monthly shadow settlement upon request

Bilateral Settlement Services

- Validation bilateral energy positions
- Dispute resolution of invoices
- Reconcile bilateral billing settlements

Licensing & Regulatory Services

Legislative Tracking Services

- Track and report on pertinent FERC, ISO and state level law changes as they relate to retail energy marketing activities and potential costs

Renewable Energy Services

Position Management

- Dynamic definition of voluntary & compliance REC obligations on a state level and utility level where required
- Reconciliation of obligations versus initial, resettled, and final load numbers from the ISOs, RTOs and EDCs

Rec Procurement Services

- Client Access to all avenues of REC procurement (auctions, online auctions, OTC brokerage, direct transactions with generators, GP acting as agent)

Contract Management

- Negotiation and tracking of contracting terms and conditions
- Counterparty credit analysis
- Cash flow settlement advisory

Electronic Registry Audit and Management

- Full access or view only management including REC transfer auditing, multi-qualification validation, banking, retirement, sub-account creation, electronic compliance report generation, registry account creation

Compliance Reporting

- Full reporting services including REC retirement, banking, electronic report generation, state specific report generation and submission, ACP payment calculation and reconciliation
- Obligation dispute management with applicable state agencies

Portfolio Optimization:

- Short/medium/long term purchasing strategies accounting for intra-state fungible RECs, multi-qualified REC purchases, banked and vintage REC procurement, Firm/Unit Contingent purchasing, forward/future/spot contracting

Regulatory analysis

- Specific bill level summaries and analysis through drafting, amending, signing process
- Supply/demand interpretation of impact of new legislation
- Provide Client with access to submit public stakeholder commentary, advise on logistical and operational impacts of legislative changes and regulatory interpretation

Natural Gas Services

Data Integration and Customer Count Tracking

- Develop Customer Counts Matrix utilizing Customer billing system data to create Customer projections for integration into proprietary demand forecasting process

Demand Forecasting and Nominations

- Acquire utility data to calculate nominations and notify client of any expected volume excess or shortfalls based on those nominations

- Submit daily and monthly nominations as needed to utilities, pipelines and suppliers
- Report and reconcile supply volumes, pricing, and banking and storage volumes acquired and consumed to client and others as necessary. (suppliers, pipelines, storage facilities, traders, utilities...)
- Manage imbalances during reallocation periods where applicable
- Purchase or sale of volumes and transportation capacity for balancing daily and monthly requirements of utilities as provided by tariff
- Manage storage volumes and ratchets according to utility tariff through allocation, nomination, injection or withdrawal on daily or monthly basis as required by tariff

Historical Cost Analysis

- Provide historical costs for use in forecasting future headroom and gross margin calculations
- Create customized Forward Cost Curves

Hedging and Portfolio Management

- Make financial and physical hedging recommendations utilizing the wholesale natural gas futures and swap markets
- Develop an approach to manage exposure to wholesale natural gas markets utilizing risk-reducing transactions in all available hedging products

Daily Reporting

Daily Reports

- Access to our proprietary dashboard for direct access to your ISO, pipeline and LDC related data stored on our database normalized for easy graphical viewing and downloadable to excel
- Forward Cost Curves report delivered weekly showing costs of serving load in every deregulated market GP covers
- Daily Expected Generation Outage Changes
- NRC Daily report
- Daily Day-Ahead and Real time prices
- Daily Forecast Performance report
- Customer Count Matrix
- Exposure Breakdown report
- Day-Ahead Bid Cost report
- RPS Position

Merger & Acquisition Services

- Valuation of customer book by state
- Market analysis of similar m&a transactions
- State & Utility transitional operational support
- Solicitation of offers
- Analysis of offers including pricing, terms, conditions, and contingencies

GABRIEL PHILLIPS

gabe@qprenew.com
212-255-8050 office

Recent Experience

GP Renewables & Trading, LLC
Founder & Chief Executive Officer

New York NY
Jan 2010-Present

- Managed the daily forecasting, bidding, and scheduling for over 20 ARES with over 500 MW load portfolios in NYISO, ISO-NE, and PJM.
- Created and executed financial hedging strategies for ARES customers with a variety of counterparties
- Procured RECs to satisfy ARES customer RPS needs

Sempra Energy Trading

Stamford CT

Term Power Trader/Assistant Trader

Sep 2007– May 2010

- Traded a portfolio of short and long term financial and physical power and natural gas positions spanning four ISOs - NYISO, ISO-NE, PJM, and Ontario IMO.
- Priced deals to service customer flow business with an average duration of less than 2 years.
- Managed basis risk to 75 different locations using over-the-counter basis markets and Financial Transmission rights (FTR) markets to hedge exposure.
- Utilized the virtual market to diversify risk between the day ahead and real time as well as take incremental risk.
- Managed financial tolling deals for two NY power plants totaling 600 MW modeled as options
- Utilized the virtual market to diversify risk between the day ahead and real time as well as take incremental risk.
- Built various stack and transmission models for day ahead and term trading

Real Time Power Trader

Sep 2006-Sep 2007

- Traded day-ahead and hour-ahead financial and physical power in the WECC region
- Built and capitalized on customer relationships in taking advantage of arbitrage and spread opportunities.
- Took day-ahead transmission positions to be utilized in real time.
- Gained proficiency in creating NERC required tags to represent the flow of energy in real time.

Day-Ahead Power Scheduler

July 2006-Sep 2006

- Coordinated the flow of long term and day-ahead physical power transactions for the West Coast Power
Provided the desk with market intelligence
- Learned to make NREC required tags to represent the flow of energy from generator to sink anywhere in the WECC region.

Collateral Analyst

Dec 2005-Jul 2006

- Processed and executed all collateral requests made by and on Sempra Energy Trading Corp, Sempra Energy Europe Ltd and Sempra Oil Trading Sarl, covering all counter parties worldwide.
- Managed basic liquidity needs by coordinating with CCO and Treasury department in the deployment of cash collateral and letters of credit.
- Reconciled the value of all types of transactions in all of SET's portfolios against the counter parties for the purpose of increasing the coverage of our credit exposure during a margin call dispute resolution. This process must be accomplished in a timely fashion without divulging sensitive information.

Business Analyst

Sep 2005-Dec 2005

- Translated elements of the trading business from settlements and trade entry to P&L calculation

Education

Johns Hopkins University, School of Engineering
Bachelor of Science, Engineering Mechanics

Baltimore, MD
2005

JONATHAN SPIVAK

jon@qprenew.com
212-255-8050 office

Recent Experience

GP Renewables & Trading, LLC
Managing Director, Risk Management & Operations

New York NY
Apr 2011-Present

- Structure and negotiate unique power hedging transactions for clientele.
- Daily load forecasting, bidding and scheduling for over 20 competitive retail electric suppliers in PJM, ISO-NE, and NYISO with over 3,000 MWh of average hourly load and spanning over ten states, with a combined customer book of ~1,000,000 residential and commercial customers.
- Forecast and maintain physical and financial power hedges in the forward market.
- Create daily, weekly, and monthly settlements reports in order to analyze costs to minimize risks.

RBS Sempra Commodities

New York NY

Financial Risk Analyst

Nov 2009-Apr 2011

- Maintained firm-wide official profit and loss, generating integral and time-sensitive company reports pivotal to all of risk management
- Prepare and maintain excel based reports using various data sources such as pricing, P&L, positions, VaR, stress etc. under rapidly changing requirements
- Verified and corrected in-house trades within various trading platforms, implemented process to verify and track explanations on trades generating substantial revenue, submitted external price reporting of physical basis and fixed natural gas trading activities on regular schedules
- Provide daily profit and loss explanations for physical and financial natural gas revenue

Margin/Credit Analyst

Aug 2008–Nov 2009

- Responsible for all margin activities including daily calls to over fifty counterparties, confirm settlements, and manage letter of credit activities.
- Primary contact for dispute resolution including exposure, interest rate and contract discrepancies
- Identify forward pricing issues via Excel pivot table analyses
- Generate ideas to improve the efficiency and accuracy of the Credit Management System
- Communicate daily cash flow and letter of credit movements through intraday reports.

Education

Bucknell University
Bachelor of Arts, Major in Economics & Minor in Political Science

Lewisburg PA
2005

Dean's List

ALEXANDRE BALDASSANO

alex@gprenew.com
212-255-8050 office

EXPERIENCE

GP Renewables & Trading, LLC

Managing Director, Renewables & Environmental Services

New York NY
Nov 2010-Present

- Analyze federal and regional renewable energy and environmental policy
- Create and market compliance and voluntary environmental credit products
- Expand renewable generation project pipeline
- Analyze state Renewable Portfolio Standard market fundamentals
- Develop spot and futures environmental credit trading strategies for managed accounts and proprietary portfolios

Natsource Asset Management LLC

New York NY

Contract Manager

Oct 2009-Oct 2010

- Manage all worldwide institutional relationships for \$500mm carbon commodity fund
- Compose monthly and quarterly investor reports for all hedge funds, managed accounts, and commodity funds
- Supervise ongoing contractual commitments between institutional investors, investment manager, and underlying investment

Operations, Sales, and Risk Associate

Apr 2008-Oct 2009

- Determined end of month beta exposures and asset allocation breakdowns for all portfolios
- Acted as a liaison between existing and potential investors, and the Director of Marketing and Sales
- Researched and grew marketing distribution channels for the Director of Marketing and Sales
- Analyzed and communicated daily carbon and FX beta exposure for largest fund directly to Senior Management
- Identified and rectified daily trade and cash reconciliations while acting as liaison between the trading desk and prime brokerage

Education

Fordham University Graduate School of Business

Master of Business Administration, Finance & Marketing concentration

New York NY
2013

Haverford College

Bachelor of Arts, Economics

Haverford PA
2003

Temple University

General Coursework

Rome, Italy
Aug 2001-Dec 2001