

**RESOLUTIONS  
OF THE  
BOARD OF DIRECTORS  
OF  
[CORPORATION NAME]  
A DELAWARE CORPORATION**

[Date], 202\_

**Acquisition of [Selling Company] Assets**

WHEREAS, the Board of Directors (the “Board”) of [Corporation Name] (the “Corporation”) has been presented with a proposed Asset Purchase Agreement (the “Purchase Agreement”) between [Corporation Subsidiary] (“Subsidiary”), a California corporation and a wholly-owned subsidiary of the Corporation, and [Selling Company], a Texas limited liability company (“Seller”), pursuant to which Subsidiary would (a) purchase substantially all of the assets of Seller (the “Assets”), which principally consist of contracts with end-users for the sale of natural gas in [State A], [State B], [State C], [State D] and [State E] (the “Assigned Contracts”) and certain related assets and (b) assume certain liabilities and obligations of Seller, subject to the terms and conditions set forth in the Purchase Agreement substantially in the form presented to and reviewed by the Board (the “Acquisition”);

WHEREAS, the estimated aggregate purchase price for the Assets shall be cash in the amount of approximately \$[Amount 1] and the assumption of certain liabilities of Seller, including obligations for performance due arising from and after [Date], [Year X] under the Assigned Contracts;

WHEREAS, in connection with the Acquisition, simultaneously with the execution of the Purchase Agreement, Subsidiary and [List of Individuals], being all of the members of Seller (the “Guarantors”), will enter into a Guaranty Agreement (the “Guaranty Agreement”), pursuant to which the Guarantors, jointly, severally and unconditionally will agree to guaranty to Subsidiary the prompt and full discharge of all indemnity obligations of Seller under the Purchase Agreement;

WHEREAS, in connection with the Acquisition, Subsidiary and Seller will enter into a Transition Services Agreement (the “Transition Services Agreement”) pursuant to which Seller will provide certain services to Subsidiary for a period ranging from 90 to 120 days after the closing of the Acquisition (the “Transition Period”) in order to facilitate Subsidiary’s integration of the Assets into its operations, for which Subsidiary will not be required to pay Seller any fees other than \$[Amount] in the event the Transition Period extends beyond 90 days after the closing;

WHEREAS, in connection with the Acquisition, the Corporation will enter into a Guaranty Agreement with [Selling Company] (the “Guaranty”) through which the Corporation will absolutely, irrevocably and unconditionally guaranty certain obligations of Subsidiary under the Transition Services Agreement;

WHEREAS, in connection with the Acquisition, Subsidiary and [Company 2 Name] (“[Company 2]”), a Delaware limited liability company, will enter into an Operating Agreement, a Security Agreement and a Blocked Account Control Agreement (the “[Company 2] Agreements”), pursuant to which, among other things, (a) [Company 2] will supply Subsidiary with natural gas that Subsidiary will in turn supply to customers acquired through the Acquisition, (b) [Company 2] will extend certain trade credit to Subsidiary and (c) Subsidiary will provide [Company 2] with certain collateral in order to secure the repayment of any amounts owed by Subsidiary to [Company 2];