Fill in this information to identify the case:

Debtor name: NGAE, Inc.

United States Bankruptcy Court for the: **Southern District of Texas, Houston Division**

Case number: 21-31083

RECEIVED

AUG 03 2021

BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.
THIS SPACE IS FOR COURT USE ONLY

Modified Form 410

Proof of Claim

03/21

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.
A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. Who is the current creditor?

Nippon Gas Co., Ltd.
Name of the current creditor (the person or entity to paid for this claim)

Other name the creditor used with the debtor _____

If you are a customer or employee, please check the box here indicating which ☐ Customer ☐ Employee

2. Has this claim been acquired from someone else?

☒ No
☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Kunihiko Kashiwaya Name	_____ Name
4-31-8 Yoyogi Number Street	_____ Number Street
Shibuya-ku, Tokyo, Japan 151-8582 City State ZIP Code	_____ City State ZIP Code
Contact phone +81-3-5308-2116	Contact phone _____
Contact email kashiwaya13014@nichigas.co.jp	Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. Does this claim amend one already filed?

☒ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No
☐ Yes. Who made the earlier filing? _____

Part 2: Give information about the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. How much is the claim? $ 747,172.00 (see attached addendum). **Does this amount include interest or other charges?**

☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Money loaned-please see attached addendum

9. Is all or part of the claim secured?

☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____.
(when case was filed) _____%

Annual Interest Rate

☐ Fixed
☐ Variable

10. Is this claim based on a lease?

☒ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____.

11. Is this claim subject to a right of setoff?

☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. §507(a)(7).	$
☐ Wages, salaries, or commissions (up to $13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/31/2021
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name: Kunihiko (First name) — (Middle name) — Kashiwaya (Last name)

Title: Director

Company: Nippon Gas Co., Ltd.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 4-31-8 Yoyogi (Number Street)
Shibuya-ku, Tokyo, Japan (City) — (State) — 151-8582 (ZIP Code)

Contact phone: +81-3-5308-2116 Email: kashwaya13014@nichigas.co.jp

Debtor	Case Number	EIN Number		Debtor	Case Number	EIN Number
Entrust Energy, Inc.	21-31070	57-1242194		Energistics, Inc.	21-31079	61-1883460
Entrust Treasury Management Services, Inc	21-31071	30-0832347		SPH Investments, Inc.	21-31080	80-0930271
Entrust Energy East, Inc.	21-31073	90-0883446		Akyta IP, Inc.	21-31081	82-3818798
Power of Texas Holdings, Inc.	21-31074	82-3558159		Strategic Power Holdings, LLC	21-31082	46-1097069
Knocked, Corp.	21-31075	32-0420195		NGAE, Inc.	21-31083	46-1051888
Akyta Holdings, Inc.	21-31076	82-3817696		Surge Direct Sales, Inc.	21-31084	90-0887225
Enserve, Inc.	21-31077	82-3819111		Entrust Energy Operations, Inc.	21-31085	27-3737479
Akyta, Inc.	21-31078	46-0977560		--		

ADDENDUM TO PROOF OF CLAIM OF NIPPON GAS CO., LTD.

Debtor Entity: NGAE, Inc.

This constitutes the Addendum to the proof of claim filed by Nippon Gas Co., Ltd. (the "Claimant") against debtor entity NGAE, Inc. (Case No. 21-31083) (the "Debtor").

SUMMARY OF CLAIM

1. On March 30, 2021 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

2. Claimant is a shareholder of debtor entities NGAE, Inc. (f/k/a Entrust Energy Holdings, Inc. and Strategic Power Holdings Operations, Inc.) and Strategic Power Holdings, LLC.

3. Prior to the Petition Date, Claimant loaned funds to the Debtor, as further described below.

4. Claimant files this claim for no less than $747,172.00 which includes principal and accrued interest on the Nippon Promissory Note (as defined below), for which the Debtor is a borrower, plus any additional amounts owed, including accrued costs and fees, and for all amounts arising in connection with the Nippon Promissory Note and the Nippon Loan Documents (as defined below) (collectively, the "Claim").

5. The Claimant holds a general unsecured claim pursuant to the terms of the Nippon Promissory Note and Nippon Loan Documents.

BASIS FOR CLAIM

A. Description of Claim

6. The Claim arises under the following documents:

a. The Subordinated Drawdown Promissory Note Due 2017 (as amended and restated from time to time) in the amount of $400,000 dated September 26, 2012 from Nippon Gas Co., Ltd. to NGAE, Inc. (f/k/a Entrust Energy Holdings, Inc., f/k/a Strategic Power Holdings Operations, Inc.) with a maturity date of September 28, 2022 and for which debtor entities Strategic Power Holdings, LLC, Enserve, Inc. (f/k/a Akyta Services, Inc.) and Entrust Energy, Inc. are guarantors.

(the "Nippon Promissory Note").

b. That certain Letter Agreement dated June 19, 2019 by and among Nippon Gas Co., Ltd., Nippon Gas USA, Inc., Strategic Power Holdings, LLC, Arthur Phillip Pty Ltd., American Electricity & Gas Holdings, LLC ("AEGH") and each and every subsidiary or affiliate of Strategic Power Holdings, LLC (listing loans on Exhibit A with maturity dates that are automatically extended until a Liquidity Event, as that term is defined in that certain Subordinated Drawdown Promissory Note in the amount of $10,000,000 dated July 31, 2019 from Nippon Gas Co., Ltd. to Entrust Energy, Inc.).

c. That certain Enserve Guaranty Agreement dated July 31, 2019 by and among Enserve, Inc. (f/k/a Akyta Services, Inc.) (as Guarantor), AEGH, Nippon Gas Co., Ltd., and Nippon Gas USA, Inc.

d. That certain Entrust Energy Guaranty Agreement dated July 31, 2019 by and among Entrust Energy, Inc. (f/k/a RetailOPCO of Texas, Inc.) (as Guarantor), AEGH, Nippon Gas Co., Ltd., and Nippon Gas USA, Inc.

e. That certain SPH Guaranty Agreement dated July 31, 2019 by and among Strategic Power Holdings, LLC (as Guarantor), AEGH, Nippon Gas Co., Ltd., and Nippon Gas USA, Inc.

(sections b - e above, and any other agreements and documents executed or delivered in connection with the Nippon Promissory Note, collectively, the "Nippon Loan Documents").

B. Supporting Documentation

7. The documents supporting this proof of claim are voluminous and, in accordance with paragraph 13(c) of the Bar Date Order [ECF 190], a summary of these documents is provided above and they are not attached to this addendum. Claimant will provide copies of such documentation to Debtor's counsel upon request.

C. Notices

8. Notices regarding this Claim should be sent to the Claimant and their counsel as follows:

Kunihiko Kashiwaya
Nippon Gas Co., Ltd.
Nippon Gas USA, Inc.
4-31-8, Yoyogi, Shibuya-ku, Tokyo
151-8582 Japan
Email: kashiwaya13014@nichigas.co.jp

-and-

Andrew J. Gallo
Laura M. McCarthy
Morgan, Lewis & Bockius LLP
One Federal Street
Boston, MA 02110
Telephone: 617-341-7700
Email: andrew.gallo@morganlewis.com
laura.mccarthy@morganlewis.com

D. Reservation of Rights

9. The Claimant reserves the right to amend or restate this Claim from time to time (including the amount of the Claim) as and if it becomes further liquidated or for other lawful purposes, and, without limitation, to file additional proofs of claim for additional claims that may arise based on the respective rights and obligations arising under the Nippon Promissory Note or the Nippon Loan Documents or any other document related thereto, as well as under any other or prior agreements to which the Claimant is a party, the relationships described herein or the events and circumstances described herein.

10. The filing of this Claim is not and shall not be deemed or construed as (a) a waiver or release of the Claimant's rights against any person, entity or property (including, without

limitation, any person or entity that is or may become a debtor in a case pending in this Court); (b) a consent by the Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving the Claimant; (c) a waiver or release of the Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy or proceedings related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by the Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of the Claimant's rights to have any and all final orders in any and all noncore matters or proceedings entered only after *de novo* review by a United States District Court Judge; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Claim, any objection thereto or other proceedings that may be commenced in this case against or otherwise involving the Claimant; (g) an election of remedies; (h) a waiver of the right to seek an administrative claim; (i) a waiver or release of any right of setoff or recoupment that the Claimant may hold against the Debtor; or (j) a consent to the final determination or adjudication of any claim or right pursuant to 28 U.S.C. § 157(c).

Align top of FedEx Express shipping label here

ORIGIN ID:JHCA (212) 309-6000
RONALD CAPPIELLO
MORGAN, LEWIS & BOCKIUS LLP
101 PARK AVENUE

NEW YORK, NY 10178
UNITED STATES US

SHIP DATE: 02AUG21
ACTWGT: 3.00 LB
CAD: 253863921/WSXI3600

BILL SENDER

TO **BMC GROUP**
ATTN: ENTRUST CLAIMS PROCESSING
3732 WEST 120TH STREET

HAWTHORNE CA 90250
(212) 309-6270 REF: 96923-124455-0002
INV:
PO: DEPT:

56DJ1/BAF3/FE4A

FedEx Express

J213021078891uv

TUE - 03 AUG 10:30A
PRIORITY OVERNIGHT

TRK# 0201 **2821 1337 0194**

ASR

90250

92 AVXA

CA-US **LAX**

FOLD on this line and place in shipping pouch with bar code and delivery address visible