

FILE



The Public Utilities Commission of Ohio

Original AGG Case Number	Version
09 - 604 -EL-AGG	August 2004

RENEWAL APPLICATION FOR AGGREGATORS/POWER BROKERS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-10 Corporate Structure). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division; 180 East Broad Street, Columbus, Ohio 43215-3793.

**This PDF form is designed so that you may input information directly onto the form.
You may also download the form, by saving it to your local disk, for later use.**

A. RENEWAL INFORMATION

A-1 Applicant's legal name, address, telephone number, PUCO certificate number, and web site address

Legal Name Muirfield Energy, Inc.
Address 5850 Venture Drive Suite C Dublin OH 43017
PUCO Certificate # and Date Certified 09-161E (1) August 20,2009
Telephone # (614) 336-8877 Web site address (if any) www.muirfieldenergy.com

A-2 List name, address, telephone number and web site address under which Applicant will do business in Ohio

Legal Name Muirfield Energy, Inc.
Address 5850 Venture Drive Suite C Dublin OH 43017
Telephone # (614) 336-8877 Web site address (if any) www.muirfieldenergy.com

A-3 List all names under which the applicant does business in North America

Muirfield Energy, Inc.

A-4 Contact person for regulatory or emergency matters

Name Perry S Oman
Title President
Business address 5850 Venture Drive Suite C Dublin OH 43017
Telephone # (614) 336-8877 Fax # (888) 370-8878
E-mail address (if any) poman@muirfieldenergy.com

PUCO

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Technician Am Date Processed 7/19/11

A-5 Contact person for Commission Staff use in investigating customer complaints

Name Perry S Oman
Title President
Business address 5850 Venture Drive Suite C Dublin OH 43017
Telephone # (614) 336-8877 Fax # (888) 370-8878
E-mail address (if any) poman@muirfieldenergy.com

A-6 Applicant's address and toll-free number for customer service and complaints

Customer Service address 5850 Venture Drive Suite C Dublin OH 43017
Toll-free Telephone # (888) 370-8898 Fax # (888) 370-8878
E-mail address (if any) customerservice@muirfieldenergy

A-7 Applicant's federal employer identification number # 270229675

A-8 Applicant's form of ownership (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | <input type="checkbox"/> Limited Liability Company (LLC) |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Other _____ |

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- A-9 Exhibit A-9 "Principal Officers, Directors & Partners"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-10 Exhibit A-10 "Corporate Structure,"** provide a description of the applicant's corporate structure, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers and companies that aggregate customers in North America.

B. APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- B-1 Exhibit B-1 "Jurisdictions of Operation,"** provide a list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail or wholesale electric services including aggregation services.
- B-2 Exhibit B-2 "Experience & Plans,"** provide a description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

B-3 **Exhibit B-3 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.

B-4 Disclose whether the applicant, a predecessor of the applicant, or any principal officer of the applicant have ever been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.

☒ No ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-4 "Disclosure of Consumer Protection Violations"** detailing such violation(s) and providing all relevant documents.

B-5 Disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail or wholesale electric service including aggregation service denied, curtailed, suspended, revoked, or cancelled within the past two years.

☒ No ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-5 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"** detailing such action(s) and providing all relevant documents.

C. FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

C-1 **Exhibit C-1 "Annual Reports,"** provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information in Exhibit C-1 or indicate that Exhibit C-1 is not applicable and why.


C-2 **Exhibit C-2 "SEC Filings,"** provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that the applicant is not required to file with the SEC and why.

C-3 **Exhibit C-3 "Financial Statements,"** provide copies of the applicant's two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business.

- C-4 **Exhibit C-4 "Financial Arrangements,"** provide copies of the applicant's financial arrangements to conduct CRES as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.).
- C-5 **Exhibit C-5 "Forecasted Financial Statements,"** provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant's CRES operation, along with a list of assumptions, and the name, address, e-mail address, and telephone number of the preparer.
- C-6 **Exhibit C-6 "Credit Rating,"** provide a statement disclosing the applicant's credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody's Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant's parent or affiliate organization that guarantees the obligations of the applicant.
- C-7 **Exhibit C-7 "Credit Report,"** provide a copy of the applicant's credit report from Experian, Dun and Bradstreet or a similar organization.
- C-8 **Exhibit C-8 "Bankruptcy Information,"** provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.
- C-9 **Exhibit C-9 "Merger Information,"** provide a statement describing any dissolution or merger or acquisition of the applicant within the five most recent years preceding the application.


Signature of Applicant & Title

Sworn and subscribed before me this 18th day of July, 2011
Month Year


Signature of official administering oath

J. S. Streb
Print Name and Title

JOSEPH S. STREB
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R. C.

My commission expires on _____

AFFIDAVIT

State of OHIO :

Columbus ss.
(Town)

County of Franklin

PERRY S. OMAN Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the President (Office of Affiant) of Muskegon Energy (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
8. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.

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 any hearing hereof.

Perry S. Olan President
Signature of Affiant & Title

Sworn and subscribed before me this 18th day of July, 2011
Month Year

[Signature]
Signature of official administering oath

J. S. Streb
Print Name and Title

My commission expires on _____
JOSEPH S. STREB
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R. C.

Exhibit A-9 “Principal Officers, Directors & Partners”

Perry S. Oman President, Treasurer, Director of Sales & Marketing
5850 Venture Drive
Suite C
Dublin Ohio 43017
(614) 336-8877

Ann Marie Oman Vice President, Corporate Secretary, Office Manager
5850 Venture Drive
Suite C
Dublin Ohio 43017
(614) 336-8877

Exhibit A-10 “Corporate Structure”

Muirfield Energy is an Ohio for-profit C-Corporation. There are no divisions or subsidiaries.

Exhibit B-1 “Jurisdictions of Operation”

Muirfield Energy is a licensed Electric Generation Supplier in the Commonwealth of Pennsylvania.

Exhibit B-2 “Experience & Plans”

Perry Oman, president of Muirfield Energy is an experienced energy industry manager with over 15 years experience in natural gas and electricity markets. Our plan is to contact small and midsized businesses via door to door prospecting offering services from the electric generation providers serving that business segment. All billing and contracted services would be provided by the electric generation supplier. In addition, Muirfield Energy does have a customer service office location and toll free customer service number to respond to customer inquiries and complaints not handled by the electric generation provider.

Exhibit B-3 “Disclosure of Liabilities and Investigations”

None

Exhibit C-1 “Annual Reports”

Muirfield Energy is not publically traded and has not issued an annual report at this time.

Exhibit C-2 “SEC Filings”

C-2 is not applicable. The company is exempt from SEC filings and is not publically traded.

Exhibit C-3 "Financial Statements"

ACCOUNTANT'S COMPILATION LETTER

Perry Oman, President
Muirfield Energy, Inc.
Dublin, Ohio

We have compiled the accompanying balance sheet of Muirfield Energy, Inc. as of May 12, 2011 in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or any other form of assurance on it.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, capital, revenues and expenses. Accordingly, this financial statement is not designed for those who are not informed about such matters.

C. A. Fidler & Associates, Inc.

Certified Public Accountants

Columbus, Ohio
May 12, 2011

MUIRFIELD ENERGY, INC.

BALANCE SHEET

May 12, 2011

ASSETS

Cash and Cash Equivalents	\$ 3,148
Accounts Receivable	164,843
Total Current Assets	<u>167,991</u>
Furniture and Equipment - net of depreciation	38,000
Security Deposits	<u>2,042</u>
TOTAL ASSETS	<u><u>\$ 208,033</u></u>

LIABILITIES AND SHAREHOLDER'S EQUITY

Accounts Payable	\$ 5,288
Commissions Payable	64,289
Other Current Liability	12,000
Total Current Liabilities	<u>81,577</u>
Long-term Debt	<u>29,527</u>
Total Liabilities	111,104
Shareholder's Equity	
Common Stock	500
Paid in Capital	34,500
Retained Earnings	61,929
Total Shareholder's Equity	<u>96,929</u>
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	<u><u>\$ 208,033</u></u>

Unaudited - See Accountant's Compilation Report

ACCOUNTANT'S COMPILATION LETTER

Perry Oman, President
Muirfield Energy, Inc.
Dublin, Ohio

We have compiled the accompanying statement of revenues and expenses – cash basis – for the 3 months ended March 31, 2011, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statement has been prepared on the cash basis, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or any other form of assurance on it.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, capital, revenues and expenses. Accordingly, this financial statement is not designed for those who are not informed about such matters.

C. A. Fidler & Associates, Inc.

Certified Public Accountants

Columbus, Ohio
July 15, 2011

MUIRFIELD ENERGY, INC.

STATEMENT OF REVENUES AND EXPENSES

CASH BASIS

For the 3 months ended March 31, 2011

Revenues	\$ 138,497
Expenses	
Sales Commissions	37,777
Payroll	2,802
Payroll Tax	1,645
Rent and Utilities	4,102
Office Supplies	645
Postage	149
Telephone and Cell Phone	1,810
Marketing	3,035
Dues and Subscriptions	522
Contract labor	3,276
Employee Expenses	10,326
Equipment Lease	647
Recruiting	1,503
Professional Expenses	7,708
Health Insurance	4,305
Misc. Expenses	<u>128</u>
Total Expense	<u>80,380</u>
Net Profit (Loss)	<u><u>\$ 58,117</u></u>

Unaudited - See Accountant's Compilation Report

C. A. Fidler & Associates
Certified Public Accountants
Business Advisors and Valuers

5025 Arlington Centre Blvd.
Suite 230
Columbus, Ohio 43220

www.cafidlercpa.com

ACCOUNTANT'S COMPILATION LETTER

Perry Oman, President
Muirfield Energy, Inc.
Dublin, Ohio

We have compiled the accompanying statement of revenues and expenses – cash basis – for the year ended December 31, 2010, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statement has been prepared on the cash basis, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or any other form of assurance on it.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, capital, revenues and expenses. Accordingly, this financial statement is not designed for those who are not informed about such matters.

C. A. Fidler & Associates, Inc.

Certified Public Accountants

Columbus, Ohio
July 15, 2011

MUIRFIELD ENERGY, INC.

STATEMENT OF REVENUES AND EXPENSES

CASH BASIS

For the Year ended December 31, 2010

Revenues	\$ 237,360
Expenses	
Sales Commissions	136,199
Payroll	26,717
Payroll Tax	2,553
Rent and Utilities	10,505
Office Supplies	5,020
Postage	3,724
Telephone and Cell Phone	7,512
Marketing	15,424
Insurance	711
Regulatory Fees	200
Employee Expenses	285
Equipment Lease	1,825
Recruiting	3,370
Professional Expenses	9,954
Health Insurance	11,916
Travel and automobile expense	16,076
Moving expense	938
Contract labor	1,509
Misc. Expenses	<u>2,578</u>
Total Expense	<u>257,016</u>
Net Profit (Loss)	<u><u>\$ (19,656)</u></u>

Unaudited - See Accountant's Compilation Report

C. A. Fidler & Associates
Certified Public Accountants
Business Advisors and Valuers

5025 Arlington Centre Blvd.
Suite 230
Columbus, Ohio 43220

www.cafidlercpa.com

ACCOUNTANT'S COMPILATION LETTER

Perry Oman, President
Muirfield Energy, Inc.
Dublin, Ohio

We have compiled the accompanying statement of revenues and expenses – cash basis – for the 6 months ended December 31, 2009, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statement has been prepared on the cash basis, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or any other form of assurance on it.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared on the cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, capital, revenues and expenses. Accordingly, this financial statement is not designed for those who are not informed about such matters.

C. A. Fidler & Associates, Inc.

Certified Public Accountants

Columbus, Ohio
July 15, 2011

MUIRFIELD ENERGY, INC.

STATEMENT OF REVENUES AND EXPENSES
CASH BASIS

For the 6 Months ended December 31, 2009

Revenues	\$ 1,233
Expenses	
Sales Commissions	6,796
Payroll	-
Rent and Utilities	4,863
Office Supplies	2,396
Postage	700
Telephone and Cell Phone	4,783
Marketing	5,787
Insurance	497
Computer Services	7,299
Printing	2,276
Recruiting	4,367
Professional Expenses	6,342
Travel and automobile expense	2,589
Misc. Expenses	<u>2,090</u>
Total Expense	<u>50,785</u>
Net Profit (Loss)	<u><u>\$ (49,552)</u></u>

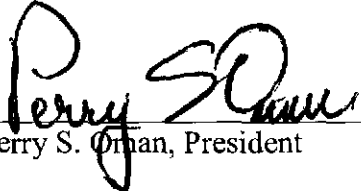
Unaudited - See Accountant's Compilation Report

**CERTIFICATE OF RECORDS
OF MUIRFIELD ENERGY, INC.,
AN OHIO FOR PROFIT CORPORATION**

The undersigned, as President of MUIRFIELD ENERGY, INC., an Ohio for profit corporation, under the laws of the State of Ohio, hereby certifies that the foregoing records are the true and correct with respect to said corporation, effective on the 18th day of July, 2011, and that the records were prepared and kept in the regular course of business and in accordance with the Code Of Regulations and By-laws of said corporation, and that the same haven not been revoked or annulled.

Further, pursuant to the Code of Regulations and Ohio Rev. Code, Chapter 1701, the Shareholder(s) of said corporation waived notice of the time, place, and purpose of any meeting mentioned therein and approved the foregoing records, as necessary.

IN WITNESS WHEREOF, the undersigned has set his hand on this 18th day of July, 2011.



Perry S. Oman, President

Exhibit C-4 "Financial Arrangements"

ENERGY SERVICES AGENT AGREEMENT

This Agreement is made and entered into as of this 18 day of May, 2009, ("Commencement Date"), by and between FirstEnergy Solutions Corp., ("FES") as located at 341 White Pond Dr., Akron, Ohio, 44320, and Muirfield Energy, Inc. (herein referred to as "Agent") located at 6135 Memorial Dr., Suite 102B, Dublin, OH 43017. FES and Agent are sometimes referred to herein individually as a "Party" and collectively the "Parties."

WHEREAS, FES desires to sell electric generation service to customers in the United States; and

WHEREAS, FES has an available supply of electric generation service for sale; and

WHEREAS, Agent is the commissioned and compensated organization, soliciting customers to purchase electric generation service requirements from FES; and

WHEREAS, FES and Agent desire to enter into an agreement under which Agent will solicit customers to purchase electric generation service requirements from FES and FES will pay commissions to Agent, as described in and subject to the terms and conditions of this Agreement; and

WHEREAS, In the event that FES chooses to accept Agent's solicited customer, FES will enter into a separate contract governing the purchase of electric generation service between itself and the solicited customer;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the Parties hereto agree as follows:

1. **Term and Termination.** The term of this Agreement shall begin on the Commencement Date as defined above and shall continue in effect for a three (3) year period until and unless terminated by giving the other Party thirty (30) days prior written notice. At the end of the three (3) year term, the Parties may, by mutual consent and by written agreement, elect to renew this Agreement for additional one-year terms. Despite termination of this Agreement, commission payments which are due and owing on contracts which are entered into by and between a solicited customer and FES prior to termination of this Agreement shall remain due and owing to Agent for the initial term of the contract between FES and the solicited customer except as provided in the Renewal section in Section 3.

This Agreement will be subject to immediate termination if (1) any Party is in default of any of its obligations or duties under this Agreement; or (2) any Party files bankruptcy, goes into compulsory liquidation, or if any Party makes an assignment of this Agreement for the benefit of creditors.

2. **Sale and Purchase of Electric Generation Service.** FES shall sell and deliver to Agent or its solicited customers their electric generation service requirements as specified by Agent and agreed to by FES pursuant to Section 4. FES shall be Agent's non-exclusive supplier of electric generation service to the solicited customers. FES will bill the solicited customer directly for the solicited customer's use of electric generation service pursuant to FES contract with the solicited customer. Agent shall provide FES with solicited customer usage information and FES shall provide Agent cost data to be used by Agent for solicited customer price offerings. FES shall provide Agent with price mechanisms on an on going basis.

FES reserves the right to independently offer additional services and/or products to the solicited customer without Agent's consent and without paying the commissions which are described in Section 3 below.

3. **Commissions.** As described in this Agreement, FES shall pay commissions to Agent for solicited customer purchases of electric generation service solicited by Agent and purchased from FES. Such commissions shall be paid in the following manner:

Commissions shall be paid according to the attached addendum for each solicited customer.

FES shall pay Agent commissions which are due and owing on a monthly basis within thirty (30) days of the last day of the month in which FES receives payment from the solicited customer(s). If FES receives only partial payment from a solicited customer, FES shall pay commissions only on the payments actually received, and upon further payment by the solicited customer, shall pay Agent the additional commissions due on that payment. In the event FES receives payment from a solicited customer on a delinquent account (as determined by the contract between such solicited customer and FES) as a result of FES' collection efforts, Agent shall be due a commission on any such collected amounts net of any collection fees paid by FES to a third party. In the event that FES does not receive any payment(s) from the solicited customer, FES shall not be obligated to pay Agent, and Agent is not due, any commission from FES for such solicited customer to the extent it does not receive any payment.

FES shall furnish Agent with a monthly statement evidencing the volume of electric generation service on payment received and the amount of commissions due based on cash receipts.

FES shall pay Agent commissions pursuant to this Agreement only during the initial term of FES' electric contract with the solicited customer, except as provided in the Renewal section below.

Renewal: Agent shall be paid commissions for any renewal, extension, or replacement electric agreement between solicited customer and FES only in the event the Agent is involved in the "Work" to procure a renewal, extension, or replacement electric agreement between solicited customer and FES, as evidenced in writing. Work shall be defined to include, but not be limited to, gathering data, requesting an electric price for the solicited customer from FES, attain a signed agreement between FES and the solicited customer and a signed commission addendum to the agreement between FES and the Agent. If Agent fails to provide FES with Work prior to forty-five (45) days from expiration, FES will pursue renewal independent of the Agent. In such case, Agent will not be entitled to any commission on the renewal.

4. Solicitations and Acceptance. The prices, charges, terms and conditions of the sale of FES electric generation services, including warranties, ("Sales Policies") shall be established by FES. Agent agrees to conform to the Sales Policies, as may be amended from time to time by FES, in soliciting customers, taking orders and transacting business. All contracts of solicited customers for FES electric generation service solicited by Agent shall be promptly forwarded to FES for consideration. No contract shall be binding upon FES unless and until accepted in writing by FES. Prior to acceptance, FES reserves the right to reject any contract/solicited customer solicited by Agent.

In the event that Agent presents FES with a solicited customer, and FES presents Agent a contract for such solicited customer for the purchase of electric generation service, but such solicited customer does not enter into the contract with FES within thirty (30) days after FES provided the contract to the solicited customer, FES may, after the expiration of such thirty (30) day period and in its sole discretion, solicit such customer on its own, and without owing any commissions to Agent therefore.

5. Authority/Indemnity. Agent shall have the authority to make certain limited warranties or representations on behalf of or in the name of FES, which shall be provided to Agent in advance of Agent's sale(s), and which FES may change from time to time. FES will provide Agent with notice of any such changes. However, outside of the specific warranties and/or representations provided to Agent by FES, Agent shall have no authority to make additional warranties or representation on FES' behalf.

Agent shall indemnify and hold harmless FES against any claims, actions, suits, liabilities, damages and costs, including reasonable attorney fees, arising out of or resulting from the negligent acts or omissions or willful misconduct of Agent.

FES shall have no authority to make any warranties or representations on behalf of or in the name of Agent. FES shall indemnify and hold harmless Agent against any claims, actions, suits, liabilities, damages and costs, including reasonable attorney fees, arising out of or resulting from the negligent acts or omissions or willful misconduct of FES.

6. Warranty. Agent agrees to perform its obligations hereunder in a careful, workmanlike and professional manner, and in accordance with the terms and conditions of this Agreement

7. **Independent Contractor.** Agent is not an employee of FES, but is considered independent contractor. All expenses and disbursements of any nature whatsoever, including, without limitation, those expenses related to their employees, office space, computers, telephone, postage, reproduction and travel expenses, which are incurred by Agent in connection with this Agreement shall be borne wholly and completely by Agent, unless otherwise agreed to in writing by FES. Agent shall be responsible for payment of all taxes arising out of its activities in connection with this Agreement, including without limitation, its federal, state and local income tax, social security tax, unemployment insurance tax, and any other taxes or business license fees required of any nature whatsoever.

8. **Confidentiality.** Except for matters of public record, information already within the other Party's possession prior to entering into this Agreement, and except to the extent required (through deposition, interrogatory, request for production, subpoena, civil investigative demand or similar process) by a court order, Agent agrees to keep confidential all information, including pricing and any data collected hereunder, unless expressly agreed to in writing by FES and Agent. Agent specifically agrees to keep confidential and agrees not to disclose to any third party any terms and conditions or waiver of the same which deviate from the standard terms and conditions provided to Agent, which FES may agree to with any individual solicited customer(s). In the event that Agent becomes required, in the manner specified above, to disclose any confidential information, Agent shall provide prompt written notice to FES so that FES may timely seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Agent agrees (i) to furnish only that portion of the confidential information that is required to be furnished and (ii) to exercise reasonable commercial efforts to obtain assurance that confidential treatment will be accorded such confidential treatment.

Notwithstanding the foregoing, confidential information shall not include: (i) information which was, at the time of disclosure, in the public domain; (ii) information which subsequently becomes, after disclosure, part of the public domain through no act or omission of Agent; (iii) information which was, prior to disclosure, already in Agent's possession and was not acquired, directly or indirectly, from a third party who, to Agent's knowledge, is under a contractual or fiduciary obligation of confidentiality to FES; and (iv) information which is, subsequent to disclosure, lawfully and independently obtained by Agent, to its knowledge, from a third party who is lawfully in possession of such information and who is not under a contractual or fiduciary obligation of confidentiality to FES with respect to such information.

9. **Intellectual Property Rights.** The Work, as defined in Section 3, and all information, reports, designs, drawings, specifications, documents and the like associated with the Work provided to Agent by FES ("Data"), is the property of FES and FES shall own all intellectual property rights therein (including the rights to any patent, trademark or service mark, trade secret, and copyright therein).

10. **Compliance with Laws, Permits, and License Requirements.**

Each Party shall, at its sole cost and expense, comply with all federal, state, and local laws applicable to its work and shall procure all applicable licenses and permits necessary for the fulfillment of its obligations under this Agreement.

11. **No Employee Solicitation.** Agent agrees for the term of this Agreement and for one year subsequent to the termination of this Agreement, that it will not employ any FES or FES entity employee without the prior written consent of FES and will not solicit or attempt to induce any FES or FES entity employee to become its employee.

12. **Assignment.** FES and Agent shall not assign or transfer, in whole or in part, this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld. All of the covenants, conditions and obligations of this Agreement shall extend to and be binding upon the permitted heirs, personal representatives, successors and assigns, respectively, of the Parties hereto.

13. **Return of Company Books and Records.** Documents given to or prepared by Agent which pertain to FES business remain the property of FES, irrespective of whether such documents relate to or contain confidential information. Upon termination of this Agreement, Agent agrees to return any and all such documents to FES.

14. **Non-Waiver.** A waiver by FES or Agent of any breach of any covenant, condition or provision (whether expressed, implied or otherwise) herein contained shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or provision. The acceptance of any payment by FES from Agent for any delivery of electric generation service for any period shall not be deemed to be a waiver of any default or breach hereunder.

15. **Merger of Agreement.** This Agreement is an integrated agreement and contains the entire agreement regarding matters herein between the Parties. No representations, warranties or promises have been made or relied upon by any Party hereto other than as set forth herein. This Agreement supersedes and controls any and all prior communications between the Parties or their representatives relative to matters contained herein. Any changes, modifications, or additions to this Agreement shall be made by mutual consent in writing in the form of a supplemental Agreement signed by both Parties and attached hereto.

16. **Notices.** All notices hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, or by overnight carrier to the following addresses:

As to FirstEnergy Solutions Corp.:

FirstEnergy Solutions Corp.
341 White Pond Drive
Attn: Contract Administration
Akron, Ohio 44320

As to Agent:

Muirfield Energy, Inc.
6135 Memorial Dr., Suite 102B
Attn: Perry S. Oman
Dublin, Ohio 43017

17. **Limitation of Liability.** No Party shall be liable hereunder to any other Party for special, indirect, incidental or consequential damages.

18. **Governing Law.** This Agreement shall be governed by, subject to the jurisdiction of and construed in accordance with, the laws and courts of the State of Ohio.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures to this Energy Services Agent Agreement as of the day and date first written above.

FIRSTENERGY SOLUTIONS CORP.
(Both FES Signatures Required)

By:

Marian J. Carpenter

Print:

Title:

Date:

FIRSTENERGY SOLUTIONS CORP.
(Contracts Administration)

Reviewed By:

Print:

Title:

Date:

Muirfield Energy, Inc.
Agent

By:

Print:

Title:

Date:

Sales: Justin E. Fyl

AMENDMENT NO. 1

This Amendment No. 1 is entered into as of this 28th day of May, 2009 by and between FirstEnergy Solutions Corporation ("FES") located at 341 White Pond Dr., Akron, Ohio, 44320 and Muirfield Energy, Inc. (herein referred to as "Agent") located at 6135 Memorial Dr., Suite 102B, Dublin, Ohio 43017. FES and Agent are sometimes referred to herein individually as a "Party" and collectively the "Parties."

WHEREAS, FES and Agent are parties to a Energy Services Agency Agreement ("Agreement"), made effective May 29, 2009; and

WHEREAS, FES and Agent desire to amend the Agreement to included requirements for employee background checks;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Insert Paragraph 19 to read as follows:

"Agent shall make best efforts to ensure that employees assigned to work on FES accounts do not have criminal records and are not involved in criminal activity that could create a risk to FES' customers and/or employees. Upon actual knowledge of a criminal record or involvement in criminal activity, Agent shall immediately remove said employee or employees from working on FES' accounts. FES, at any time, may request Agent to verify that an employee or employees does not possess a criminal record."

All terms and conditions of the Agreement shall remain in full force and effect unless specifically stated otherwise herein.

IN WITNESS WHEREOF, both Parties hereto have caused this Amendment No. 1 to the Energy Services Agency Agreement to be executed and represent that the persons whose signatures appear below are duly authorized to sign the same.

FirstEnergy Solutions Corp.

By: Marcion J. Carpenter
Print: Marcion J. Carpenter
Title: Manager, Sales
Date: May 28, 2009

Muirfield Energy, Inc.

By: Perry S. Oman
Print: PERRY S. OMAN
Title: President
Date: 5/28/09



BROKER AGREEMENT
Non Exclusive Product Marketing and Sales Program

This Broker Agreement ("Agreement") is made and entered into effective July 1, 2009 by and between Muirfield Energy ("Broker") and Exelon Energy Company. ("Exelon Energy" or "Company").

RECITALS:

- A. Exelon Energy is engaged in, among other activities, the sale and marketing of natural gas to consumers of natural gas ("Customer").
- B. Broker represents that it has knowledge of consumers of natural gas desiring to acquire supplies.
- C. The parties desire to enter into this Agreement to provide an arrangement under which Broker will identify potential consumers for gas sales by Exelon Energy and assist in negotiating natural gas purchases and sales agreements, all in accordance with the terms hereof.

In consideration of the mutual covenants and agreements herein, and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Broker shall provide the following services to Exelon Energy on a non-exclusive basis:
 - a. From time to time Broker shall identify potential consumers of natural gas to Exelon Energy. Such identification shall include the following information:
 - (i) Customer name, address, zip and LDC account information, including but not limited to account numbers, billing addresses, and copies of recent LDC bills.
 - (ii) The gas consumption load profile of the Customer in terms of Dth/Mcf in a reasonable format as approved from time to time by Exelon Energy. The load profile shall include, at a minimum, the monthly volume of consumption for the most recently available year, the number of meters utilized in making gas sales to the Customer.
 - (iii) Credit information with respect to the Customer including, to the extent requested by Exelon Energy, credit applications completed by the Customer on forms approved by Exelon Energy, available credit report information, and other reasonable information.
 - (b) Based upon the information provided by Broker with respect to a potential customer, Exelon Energy will make a determination whether or not to include that Customer under the terms of this Agreement and to attempt to provide natural gas supplies to that Customer. The determination of whether a Customer is acceptable under the terms hereof shall be at the sole discretion of Exelon Energy. Following review of the information provided by the Broker, should Exelon Energy reject any potential Customer, then Exelon Energy shall have no obligation with respect to that Customer under the terms hereof or to Broker with respect to that Customer.

- (c) If Exelon Energy accepts a potential customer as a Customer under the terms of this Agreement, then Exelon Energy shall provide Broker with a "Citygate Price" and/or "Burner Tip Price" for sales of gas by Exelon Energy to that Customer at its applicable Citygate. The Citygate Price set by Exelon Energy shall be inclusive of (i) Exelon Energy's gas costs, (ii) transportation charges, (iii) Exelon Energy's margins on the sale (which amount will not be disclosed to Broker), (iv) risk management premiums incurred by Exelon Energy, and (v) in the event of a "Burner Tip Price", the utility charges of the LDC delivering the gas from the Citygate to the Burner Tip. Any NYMEX Futures based prices for a specific term shall be inclusive of (i) transportation charges and Exelon Energy margins on the sale, (ii) the closing NYMEX futures price on the date margin confirmation is executed. As used herein, "Citygate" means the interconnection between the transporter and the LDC, which distributes the gas to the Customer, and, "Burner Tip" means the interconnection between the facilities of the LDC and the facilities of Customer. The term "Price" as used herein shall be either the Burner Tip Price or the City Gate Price, depending upon the specific Customer arrangement.
- (d) Following acceptance of Customer by Exelon Energy and the quoting of the Price for that Customer, Broker shall obtain an executed Gas Sales Agreement between Customer and Exelon Energy on a form of contract as furnished by and approved by Exelon Energy. Broker shall have no authority to make any changes or modifications to the form of contract provided by Exelon Energy without Exelon Energy's prior written consent, which consent shall be at Exelon Energy's sole discretion. Notwithstanding the foregoing, however, Broker shall have the authority to negotiate a sales price for gas to be supplied by Exelon Energy at a rate above the quoted price as described in Attachment A Compensation Structure.
2. Promptly following Broker obtaining Customer's execution of a Gas Sales Agreement in accordance with the terms hereof, Broker will forward that Gas Sales Agreement and all other required documentation to Exelon Energy for Exelon Energy's review and execution. The execution by Exelon Energy of any such Gas Sales Agreement shall be at Exelon Energy's sole discretion. Exelon Energy shall have no liability or obligation to Broker, if for any reason the Gas Sales Agreement should not be executed.
3. Broker shall be required to supply all necessary account numbers to Exelon Energy and from time to time as requested by Exelon Energy to obtain supplemental credit information and financial statements with respect to the Customer, all of which shall be treated as confidential information and shall only be disclosed to those who need to know for the sole purpose of evaluating the credit worthiness of the Customer.
4. Although sales by Exelon Energy hereunder contemplates sales at the Citygate, with the Customer to have the responsibility for the gas from and after the Citygate, Exelon Energy may, at its election, provide services for delivery of gas sold to a Customer to the Customer's point of consumption (Burner Tip). In such events, Exelon Energy shall provide local utility management services for the Customer including (i) nominations, (ii) balancing, and (iii) storage management if applicable. For such services, the sales price to the Customer shall be increased by an amount equal to all fees and charges assessed by the local utility and such pass through of the utility charges shall not increase any payments of margins due Broker hereunder.
5. In performing the services stated herein, Broker agrees and acknowledges that it may not, nor represent that it has the right to, commit Exelon Energy or bind Exelon Energy to any contractual arrangement or relationship or otherwise bind Exelon Energy to any obligations, responsibilities, liabilities or duties without the prior written expressed consent of Exelon Energy.

6. In performing the services specified herein, Broker acknowledges and understands that it will come into possession of or otherwise learn information about Exelon Energy, or about its business operations, which Exelon Energy deems to be proprietary and confidential. In this regard, Broker agrees that all information disclosed by Exelon Energy or learned by Broker regarding Exelon Energy and its business operations (except information which is in the public domain) shall be held strictly confidential by Broker and shall not be disclosed to any third party without Exelon Energy's prior written express consent. Further, Broker agrees that it shall not utilize any information obtained regarding Exelon Energy (other than information in the public domain) for its own commercial benefit or uses.

Likewise, in performing the services specified herein, Exelon Energy acknowledges and understands that it will come into possession of or otherwise learn information about BROKER, or about its business operations, which BROKER deems to be proprietary and confidential. In this regard, Exelon Energy agrees that all information disclosed by BROKER or learned by Exelon Energy regarding BROKER and its business operations (except information which is in the public domain) shall be held strictly confidential by Exelon Energy and shall not be disclosed to any third party without BROKER's prior written express consent. Further, Exelon Energy agrees that it shall not utilize any information obtained regarding BROKER (other than information in the public domain) for its own commercial benefit or uses.

Both Exelon Energy and BROKER will make all reasonable efforts to maintain the confidentiality of all contents of this agreement.

7. Compensation and Expenses:

The current schedule for all payments to Broker for services provided under this Agreement are incorporated into this Agreement as Attachment "A". Exelon Energy may change the rates, payment schedules, or any other matters addressed in Attachment "A", or add to or delete from Attachment "A", at any time and at Exelon Energy's sole discretion. However, such changes, additions or deletions shall apply only to BROKER contracts obtained after the date of such changes, additions or deletions. Exelon Energy will continue to pay BROKER per the current schedule Attachment "A" for any BROKER contracts in effect prior to any Exelon Energy changes, additions or deletions to Attachment "A". Notice of any such change will be provided to Broker at least thirty (30) days prior to the effective date of the change. Broker may terminate this Agreement at any time prior to the expiration of such thirty (30) day notice, if any change made by Exelon Energy to Attachment "A" is not acceptable to Broker.

A. Exelon Energy may withhold payment to Broker for failure to provide Broker's federal tax identification number, and if a customer referred by or secured through the Broker's efforts either does not become an Exelon Energy Customer for any reason or if any Customer discontinues taking service from Exelon Energy for any reason, provided, however that Broker shall be paid for service paid for by Customer prior to discontinuance.

8. In performing its obligations hereunder, neither party shall take any action, make any statement, nor engage in any conduct that would be detrimental to the reputation and goodwill of the other party.
9. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE DATE FULLY EXECUTED, AND SHALL THEREAFTER CONTINUE IN FULL FORCE AND EFFECT THROUGH ____ (THE "PRIMARY TERM") AND THEREAFTER ON A CALENDAR MONTH-TO-MONTH BASIS UNTIL TERMINATED BY EITHER PARTY UPON 30 DAYS WRITTEN NOTICE IN ADVANCE OF THE EXPIRATION OF THE PRIMARY TERM OR OF ANY EXTENSION THEREOF.
- a. Notwithstanding the foregoing, either party may terminate this Agreement at any time, if the other party fails to comply with any material obligation, duty or responsibility stated herein, or is in breach of any of its covenants or agreements herein, and does not cure, or diligently

begin to cure such non-compliance within five (5) days of receiving written notice of the same. Such right of termination is in addition to any and all other remedies available at law or in equity to the non-breaching party. Broker acknowledges and agrees that termination under this paragraph shall act to terminate the compensation due Broker with respect to sales during renewals or extensions of contracts with Customers.

10. Exelon Energy and Broker acknowledge and agree that Broker is an independent contractor and not an employee or agent of Exelon Energy.
11. This Agreement may not be assigned in whole or in part by without the express prior consent of either party which consent shall not be unreasonably withheld.
12. This Agreement shall be construed in accordance with the laws of the State of Ohio without regard to choice of law principles.
13. Except as provided in Section 7, this Agreement may only be amended by written Agreement among the parties hereto.

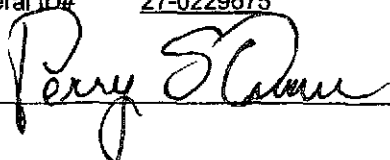
IN WITNESS WHEREOF, parties have executed this Agreement the date first above written.

Muirfield Energy, Inc.
6135 Memorial Drive
Dublin, OH 43017

EXELON ENERGY COMPANY
470 Olde Worthington Rd Suite 375
Westerville, OH 43082

Federal ID# 27-0229675

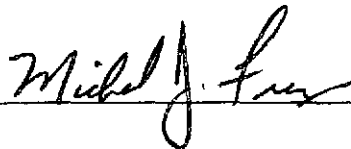
BY:



Name: Perry S Oman, President

Date: 6/4/2009

BY:



Name: Michael J. Frazier, Senior Fuel Trader

Date: 7/16/09

Contact and Correspondence Information:

Company Name: Muirfield Energy	Address: 6135 Memorial Drive	
City: Dublin	State: OH	Zip: 43017
Phone: 614-336-8877	Fax: 888-370-8878	
Cell Phone: 201-741-5156	E-mail: poman@muirfieldenergy.com	

CUSTOMER REFERRAL AGREEMENT

This Customer Referral Agreement ("Agreement") is made and entered into this 2nd day of July, 2009 (the "Effective Date") by and between UGI Energy Services, Inc. ("GASMARK") and Muirfield Energy ("Consultant") (jointly referred to herein as the "Parties").

WHEREAS, Consultant has contacts or relationships with certain entities that are interested in purchasing natural gas ("Potential Customers") and wishes to refer the Potential Customers to GASMARK;

WHEREAS GASMARK may, from time to time, execute a natural gas purchase and sale agreement ("Sales Contract") with Potential Customers referred by Consultant; and

WHEREAS, GASMARK and Consultant desire to enter into the Agreement in order to set forth the terms and conditions under which Consultant will refer Potential Customers to GASMARK and be compensated for GASMARK's execution of Sales Contracts with Potential Customers.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties agree as follows:

1. **Scope of Services.** Consultant shall identify and solicit Potential Customers to purchase natural gas products and related services provided by GASMARK. As requested by GASMARK, Consultant may assist in the negotiation and consummation of new contracts ("Sales Contracts") with Potential Customers and may provide other assistance with respect to Potential Customers as may be reasonably requested by GASMARK from time-to-time. All work performed and services to be rendered under this Agreement will be performed by Consultant in a good and professional manner and may not be subcontracted or otherwise performed by third parties on behalf of Consultant without the prior written consent of GASMARK.
2. **Compensation.** GASMARK shall only be obligated to pay, and Consultant shall only be entitled to receive, compensation related to Potential Customers that execute a Sales Contract with GASMARK ("Contract Customer"). GASMARK shall solely determine whether to contract with Potential Customers, and at what terms, and GASMARK's failure or unwillingness to enter into a Sales Contract with any Potential Customer shall not give rise to a claim by Consultant for compensation. GASMARK shall compensate Consultant for natural gas products and related services to Contract Customers in accordance with the following procedures:
 - a. For each individual Contract Customer, GASMARK and Consultant will agree on a transaction fee on a cents per dekatherm basis ("Transaction Fee") prior to execution of the Sales Contract between GASMARK and the Contract Customer.
 - b. Upon execution of a valid Sales Contract by a Contract Customer with GASMARK, GASMARK will issue a Transaction Fee Recognition Form (in the form similar to "Attachment A" attached hereto) to Consultant, confirming the execution of a Customer Contract and the level of associated Transaction Fee to be paid for the contract term shown. GASMARK shall have the right to disclose the terms of Consultant's Transaction Fee directly to the Contract Customer.

- c. GASMARK will make payments of Transaction Fees to Consultant on a quarterly basis based on natural gas sales actually billed to and paid for by the Contract Customer during the prior quarter.
 - d. GASMARK shall not be obligated to pay Transaction Fees to Consultant unless and until GASMARK receives payment from the Contract Customers. If the Contract Customer fails to pay the full amount of any invoice for whatever reason, the Transaction Fees payable to Consultant will be paid when and if the Contract Customer pays the outstanding portion of the invoice. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be entitled to any Transaction Fees relating to any portion of the Contract Customer's Sales Contract that has been terminated before its scheduled expiration date (even if due to a default by GASMARK).
 - e. Consultant shall be solely responsible for the full and timely payment of any and all taxes, liabilities, expenses, and assessments of any kind in any way arising out of or relating to Consultant's receipt of Transaction Fees relating to the Agreement, including without limitation, social security, unemployment insurance, gross receipts taxes, withholding taxes, worker's compensation insurance, and income taxes.
3. **No Agency Or Employment Relationship.** Neither Party shall have the authority to bind the other by contract or otherwise make any representations on behalf of the other. Consultant acknowledges that he is acting as an independent contractor and shall not be deemed to be an employee or agent of GASMARK, or any of its affiliates for any purpose. Consultant is rendering service for specified compensation for a specified result and is not under the control of GASMARK as to the means by which such result is accomplished. Consultant shall be responsible for providing any labor, materials, equipment, transportation, and facilities necessary or appropriate to timely and properly complete the Services in accordance with the provisions of the Agreement. Consultant shall not be covered as an employee under any of GASMARK's benefit plans or policies of insurance.
4. **Non-Exclusivity.** This Agreement is non-exclusive, and each party retains the right to market natural gas to Potential Customers and others in its own name or jointly with other entities.
5. **Confidentiality.** Consultant shall treat as proprietary and confidential, and shall not disclose or use for any purpose, except in the strict performance of this Agreement, any Confidential Information belonging to the Contract Customer, GASMARK or any third parties, which is disclosed to Consultant in connection with this Agreement. "Confidential Information" shall include all information, whether in tangible form or otherwise, relating in any way to GASMARK's products, pricing, customer identities, energy usage patterns, and credit information. Consultant will return any and all copies of all Confidential Information at the conclusion, expiration or termination of this Agreement.

Consultant acknowledges that the business in which GASMARK is engaged is competitive and that Confidential Information, particularly pertaining to products and pricing, is competitively sensitive. Any unauthorized disclosure of Confidential Information by Consultant will result in irreparable financial losses to GASMARK. Consultant therefore acknowledges that, in the event of any violation of these restrictions, GASMARK shall be entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief, as well as damages and an equitable accounting of all earnings, profits

and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which GASMARK may be entitled.

6. **Indemnification.** Consultant shall indemnify GASMARK and its affiliates from and defend and hold each of them harmless against any liability, claims, suits, demands, expenses (including, without limitation, reasonable attorneys' fees) and costs arising out of the Consultant's acts or omissions in connection with the activities contemplated hereunder, including, without limitation, any breach of this Agreement, any statements in contravention of this Agreement, or any negligence or willful misconduct in performance of its obligations under this Agreement. GASMARK shall indemnify Consultant and its affiliates from and defend and hold each of them harmless against any liability, claims, suits, demands, expenses (including, without limitation, reasonable attorneys' fees) and costs arising out of GASMARK's acts or omissions in connection with the activities contemplated hereunder, including, any breach of this Agreement or any breach of a Sales Contract.
7. **Termination.** This Agreement shall commence on the Effective Date and shall continue from month to month until terminated by either Party upon provision of thirty (30) days prior written notice. This Agreement shall be terminable at the will of either party, provided, however, that the termination of this Agreement shall not excuse GASMARK's obligation to compensate Consultant under the terms of this Agreement for Sales Contracts with Contract Customers entered into prior to termination. The provisions of Paragraphs 5 and 6, above shall survive termination for a period of one year following such termination.
8. **No Use of Name.** Consultant hereby covenants and agrees not to use the names of "UGI Energy Services" or "GASMARK" or the logos or logotypes now or hereafter used by GASMARK, or its affiliates, in connection with any of Consultant's businesses or operations.
9. **Notices.** Notices to a Party concerning this Agreement will be effective only when: (i) they are in writing and are mailed to the other Party postage prepaid or are delivered in person; or (ii) they are sent by facsimile and are followed by the mailing (postage prepaid) or delivery of a written confirmation copy to the authorized representative of the other Party.

GASMARK's authorized representative:
Robert J. Libutti, Director of Corporate Development
1 Meridian Boulevard, Suite 2C01
Wyomissing, PA 19610
facsimile: (610) 374-4288
Phone: (610) 373-7999

Consultant's authorized representative:
Perry S. Oman
6135 Memorial Drive
Dublin, Ohio 43017
facsimile: (888) 370-8878
Phone: (614) 336-8877

10. **Governing Law.** This Agreement shall be governed by, subject to the jurisdiction of and construed in accordance with the laws and courts of the Commonwealth of Pennsylvania. In the event that any judicial or regulatory litigations is commenced with respect to the interpretation or enforcement of this Agreement, the prevailing Party in such litigation shall be entitled to recover its reasonable costs and attorney's fees.

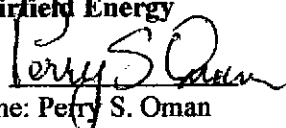
11. **Entire Agreement.** This Agreement contains the entire understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first written above.

UGI ENERGY SERVICES, INC.

By: _____
Michael C. Gibbs
Vice President, Sales

Muirfield Energy

By: 
Name: Perry S. Oman
Title: Owner



CERTIFICATE OF LIABILITY INSURANCE

MUIRF-3 OP ID: KAH2

DATE (MM/DD/YYYY)

07/19/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Haughn & Associates, Inc. 6050 Tain Drive Dublin, OH 43017 Barry C. Fonarow		614-789-6800 614-789-6822	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Muirfield Energy, Inc. 5850C Venture Drive Dublin, OH 43017		INSURER(S) AFFORDING COVERAGE INSURER A: Merchants Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				06/02/11	06/02/12	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						Emp Ben. \$ N/A
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS						BODILY INJURY (Per accident) \$
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB						\$
	DED						EACH OCCURRENCE \$
	RETENTION \$						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Public Utilities Commission of
Ohio
180 East Broad Street
Columbus, OH 43215

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael W. Haughn

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Exhibit C-5 “Forecasted Financial Statements”

C. A. Fidler & Associates
Certified Public Accountants
Business Advisors and Valuers

5025 Arlington Centre Blvd.
Suite 230
Columbus, Ohio 43220

www.cafidlercpa.com

Shareholder
Muirfield Energy, Inc.
Dublin, Ohio

We have compiled the accompanying projected balance sheets of Muirfield Energy, Inc. as of December 31, 2011, and December 31, 2012, and the related statements of revenues and expenses and net cash flows, for the years then ended, in accordance with attestation standards established by the American Institute of Certified Public Accountants. The accompanying projections were prepared for the purpose of complying with regulatory requirements and for use by the company management and its lenders.

A compilation is limited to presenting in the form of a projection information that is the representation of management and does not include evaluation of the support for the assumptions underlying the projection. We have not examined the projections and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. Furthermore, there will usually be differences between the projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has elected to omit the summary of significant accounting policies required by the guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants. If the omitted disclosures were included in the projections, they might influence the user's conclusions about the Company's revenues, expenses, and cash flows. Accordingly, these projections are not designed for those who are not informed about such matters.

The accompanying projections and this report are intended solely for the information and use of Muirfield Energy, Inc. and its lenders, and the appropriate regulatory authorities and are not intended to be and should not be used by anyone other than these specified parties.

C. A. Fidler & Associates, Inc.

Certified Public Accountants

Columbus, Ohio
July 15, 2011

(614)451-5522

Fax: (614)451-5577

email: carol@cafidlercpa.com

MUIRFIELD ENERGY, INC.
PROJECTED BALANCE SHEET

As of December 31, 2011

ASSETS

Cash and cash equivalents	\$ 41,270
Accounts receivable	186,970
Total current assets	<u>228,240</u>
 Property and equipment - Net of depreciation	 38,000
 Security deposits	 <u>2,042</u>
 Total assets	 <u><u>\$ 268,282</u></u>

LIABILITIES AND SHAREHOLDER'S EQUITY

Accounts payable	\$ 6,000
Payroll payable	80,000
Payroll taxes payable	16,000
Total current liabilities	<u>96,000</u>
 Shareholder's equity	
Common stock	500
Retained earnings	171,782
Total stockholder's equity	<u>172,282</u>
 Total liabilities and stockholder's equity	 <u><u>\$ 268,282</u></u>

See accountant's compilation report and summary of significant assumptions.

MUIRFIELD ENERGY, INC.
PROJECTED REVENUE AND EXPENSES
AND NET CASH FLOW
For the Year Ended December 31, 2011

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Revenues	\$ 52,681	\$ 54,306	\$ 54,713	\$ 55,824	\$ 58,971	\$ 58,490	\$ 64,128	\$ 64,820	\$ 64,645	\$ 63,373	\$ 61,691	\$ 61,906	\$ 715,548
Expenses													
Sales Commissions	21,072	21,722	21,885	22,330	23,588	23,396	25,651	25,928	25,858	25,349	24,676	24,762	286,219
Salaries and wages	4,056	4,056	4,940	5,422	6,556	7,065	7,200	8,500	9,500	10,000	10,000	10,500	87,795
Payroll taxes	2,701	2,771	2,884	2,359	2,562	2,589	2,792	2,926	3,005	3,005	2,947	2,997	33,540
Employee benefits	1,380	1,380	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	18,210
Rent and utilities	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	17,040
Telephone	650	650	650	650	650	650	650	650	650	650	650	650	7,800
Marketing	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Sales Expenses	3,450	3,450	4,000	4,000	4,200	4,200	4,500	4,500	4,500	4,500	4,700	4,700	50,700
Supplies	420	420	420	450	450	450	450	450	450	475	475	475	5,385
Postage	320	320	320	320	320	320	320	320	320	320	320	320	3,840
Travel and Auto expense	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	13,800
Legal and Professional	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Equipment lease	216	216	216	216	216	216	216	216	216	216	216	216	2,592
Contract labor	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	13,200
Recruiting	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Misc. expense	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	18,600
	<u>41,886</u>	<u>42,606</u>	<u>44,480</u>	<u>44,911</u>	<u>47,708</u>	<u>48,051</u>	<u>50,945</u>	<u>52,655</u>	<u>53,664</u>	<u>53,680</u>	<u>53,150</u>	<u>53,786</u>	<u>587,521</u>
Net income before tax	\$ 10,795	\$ 11,700	\$ 10,233	\$ 10,913	\$ 11,263	\$ 10,439	\$ 13,183	\$ 12,165	\$ 10,981	\$ 9,693	\$ 8,541	\$ 8,120	\$ 128,027
Distribution to shareholder	(4,000)	(4,000)	(4,500)	(4,500)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(57,000)
Net cash flow	\$ 6,795	\$ 7,700	\$ 5,733	\$ 6,413	\$ 6,263	\$ 5,439	\$ 8,183	\$ 7,165	\$ 5,981	\$ 4,693	\$ 3,541	\$ 3,120	\$ 71,027

See accountant's compilation report and summary of significant assumptions.

MUIRFIELD ENERGY, INC.
 PROJECTED STATEMENT OF ASSETS, LIABILITIES,
 AND STOCKHOLDER'S EQUITY - CASH BASIS
 As of December 31, 2012

ASSETS

Cash and cash equivalents	\$ 71,420
Accounts receivable	<u>147,750</u>
Total current assets	219,170
 Property and equipment - Net of depreciation	 36,000
 Security deposits	 <u>2,042</u>
 Total assets	 <u><u>\$ 257,212</u></u>

LIABILITIES AND SHAREHOLDER'S EQUITY

Accounts payable	\$ 6,000
Payroll payable	43,000
Payroll taxes payable	<u>8,500</u>
Total current liabilities	51,500
 Shareholder's equity	
Common stock	500
Retained earnings	<u>205,212</u>
Total stockholder's equity	<u>205,712</u>
 Total liabilities and stockholder's equity	 <u><u>\$ 257,212</u></u>

See accountant's compilation report and summary of significant assumptions.

MUIRFIELD ENERGY, INC.
PROJECTED REVENUE AND EXPENSES - CASH BASIS
AND NET CASH FLOW
For the Year Ended December 31, 2012

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Revenues	\$ 64,960	\$ 63,710	\$ 60,900	\$ 58,900	\$ 58,300	\$ 50,500	\$ 51,825	\$ 51,900	\$ 52,000	\$ 50,250	\$ 48,800	\$ 48,700	\$ 660,745
Expenses													
Sales Commissions	25,984	25,484	24,360	23,560	23,320	20,200	20,730	20,760	20,800	20,100	19,520	19,480	264,298
Salaries and wages	10,500	10,500	10,500	10,500	10,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	112,000
Payroll taxes	3,101	3,059	2,963	2,895	2,875	2,440	2,485	2,487	2,491	2,431	2,382	2,378	31,985
Employee benefits	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	1,545	18,540
Rent and utilities	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	17,040
Telephone	650	650	650	650	650	650	650	650	650	650	650	650	7,800
Marketing	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Sales Expenses	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	4,700	56,400
Supplies	475	475	475	475	475	475	475	475	475	475	475	475	5,700
Postage	320	320	320	320	320	320	320	320	320	320	320	320	3,840
Travel and Auto expense	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	13,800
Legal and Professional	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Equipment lease	216	216	216	216	216	216	216	216	216	216	216	216	2,592
Contract labor	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	13,200
Recruiting	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Misc expense	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	18,600
Net income before tax	\$ 55,111	\$ 54,569	\$ 53,349	\$ 52,481	\$ 52,221	\$ 46,666	\$ 47,241	\$ 47,273	\$ 47,317	\$ 46,557	\$ 45,928	\$ 45,884	\$ 594,595
Distribution to shareholder	\$ (5,000)	\$ (5,000)	\$ (4,000)	\$ (4,000)	\$ (4,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (36,000)
Net cash flow	\$ 4,849	\$ 4,141	\$ 3,551	\$ 2,419	\$ 2,079	\$ 1,835	\$ 2,584	\$ 2,627	\$ 2,684	\$ 1,693	\$ 872	\$ 816	\$ 30,150

See accountant's compilation report and summary of significant assumptions.

MUIRFIELD ENERGY, INC.

SUMMARY OF SIGNIFICANT ASSUMPTIONS

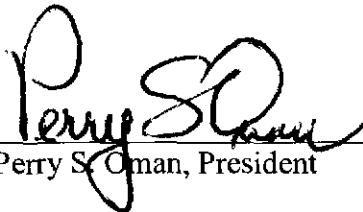
1. Revenues are based on the booked contracts only, not including any new business or contract renewals, both of which are expected to occur. Revenues are expected to be higher than shown. Sales commissions are 40% of revenues.
2. Salaries will increase with the volume of contracts, including payroll taxes at 10% of salaries.
3. Office rent will not change in the time period of the projections.
4. Telephone expense includes multiple telephone lines in the office and one cellular telephone.
5. Automobile expense is reimbursement for five hundred miles per week at the current rate allowed by the Internal Revenue Service.
6. The company shareholder has elected to be taxed as a subchapter S corporation. The company will not pay income taxes on the company profit. This income will be reported and tax paid on the shareholder's individual tax return.
7. The profit, above the amount needed for company operations, will be distributed to the shareholder as shareholder distributions.

**CERTIFICATE OF RECORDS
OF MUIRFIELD ENERGY, INC.,
AN OHIO FOR PROFIT CORPORATION**

The undersigned, as President of MUIRFIELD ENERGY, INC., an Ohio for profit corporation, under the laws of the State of Ohio, hereby certifies that the foregoing records are the true and correct with respect to said corporation, effective on the 18th day of July, 2011, and that the records were prepared and kept in the regular course of business and in accordance with the Code Of Regulations and By-laws of said corporation, and that the same haven not been revoked or annulled.

Further, pursuant to the Code of Regulations and Ohio Rev. Code, Chapter 1701, the Shareholder(s) of said corporation waived notice of the time, place, and purpose of any meeting mentioned therein and approved the foregoing records, as necessary.

IN WITNESS WHEREOF, the undersigned has set his hand on this 18th day of July, 2011.



Perry S. Oman, President

Exhibit C-6 "Credit Rating"



Decide with Confidence

MUIRFIELD ENERGY, INC

D-U-N-S® 83-209-1537 Single Phone 614 336-8877
 5850 Venture Dr Ste C.
 Moved From: 6135
 Memorial Dr. Dublin, Oh,
 Dublin, OH 43017

Business Information Report

Purchase Last Update
 Date: Date:
 07/19/2011 04/30/2011

Executive Summary

Company Info

Year Started 2009
 CEO PERRY S OMAN, PRESIDENT
 Employees 10

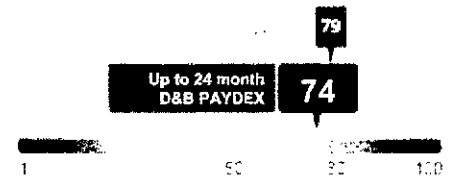
D&B Rating

D&B Rating

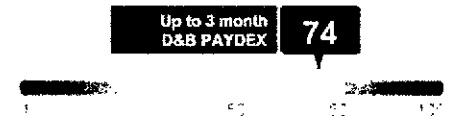
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D&B PAYDEX®

Up to 24 month D&B PAYDEX



Up to 3 month D&B PAYDEX



Business Information

Business Summary

SIC 8748
 Business consulting services
 NAICS 541690
 Other Scientific and Technical Consulting Services
 Credit Rating CLEAR

Credit Capacity Summary

D&B Rating

--

Payment History —
 Payment Date 11/08/2010

Payment Activity
 based on 98 references.

USD

Accounts Payable \$241
 Accounts Receivable 10,000
 Total 11,550

Business History

Exhibit C-7 "Credit Report"



Decide with Confidence

MUIRFIELD ENERGY, INC

D-U-N-S® 83-209-1537 Single
5850 Venture Dr Ste C,
Moved From: 6135
Memorial Dr. Dublin, Oh,
Dublin, OH 43017 Phone 614 336-8877

Business Information Report

Purchase Date: 07/19/2011 Last Update Date: 04/30/2011

Executive Summary

Company Info

Year Started 2009
CEO PERRY S OMAN, PRESIDENT
Employees 10

D&B Rating

D&B Rating

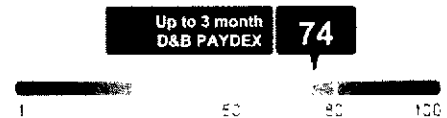
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D&B PAYDEX®

Up to 24 month D&B PAYDEX



Up to 3 month D&B PAYDEX



Business Information

Business Summary

SIC 8748
Business consulting services
NAICS 541690
Other Scientific and Technical Consulting Services
History Status CLEAR

Credit Capacity Summary

D&B Rating

--

Prior D&B Rating --
Rating Date 11/08/2010

Payment Activity (based on 9 experiences) USD
Average High Credit \$241
Highest Credit 10,000
Total Highest Credit 11,550

Business History



Decide with Confidence

Officers PERRY S OMAN, PRESIDENT

Directors THE OFFICER(S)

As of 04/30/2011

The Ohio Secretary of State's business registrations file showed that Muirfield Energy, Inc was registered as a corporation on June 1, 2009.

Business started 2009. 100% of capital stock is owned by Perry S Oman.

PERRY S OMAN. Antecedents are unknown.

Business address has changed from 6135 Memorial Dr, Dublin, OH, 43017 to 5850 Venture Dr Ste C, Dublin, OH, 43017.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF Jul 08 2011:

Registered Name:	MUIRFIELD ENERGY, INC	Registration ID:	1860942	Principals:	
Business Type:	CORPORATION	Status:	ACTIVE		
Corporation Type:	PROFIT	Where Filed:	SECRETARY OF STATE/CORPORATIONS DIVISION , COLUMBUS , OH	Name:	INC
Incorporated Date:	06/01/2009	Registered Agent:	ATTY J. S. STREB 736 NEIL AVE, COLUMBUS, OH 432150000	PERRY S OMAN	INCORPORATOR
State of Incorporation:	OHIO				
Filing Date:	06/01/2009				

Government Activity Summary

Activity Summary		Possible candidate for socioeconomic program consideration	
Borrower	No	Labor Surplus Area	N/A
Administrative Subj	No	Small Business	YES (2011)
Grantee	No	Women Owned	N/A
Party Excluded from Federal Programs	No	Minority Owned	N/A
Public Company	N/A		
Contractor	No		
Importer/Exporter	N/A		

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Operations Data

04/30/2011

Description: Operates as a provider of business consulting services, specializing in energy and natural gas brokerage (100%).

Terms are Net 30 days. Sells to manufacturers, retailers and commercial concerns. Territory : Regional.

Employees: 10 which includes officer(s).

Facilities: Rents premises in a one story steel building. .

Special Events



Decide with Confidence

11/08/2010

Business address has changed from 6135 Memorial Dr, Dublin, OH, 43017 to 5850 Venture Dr Ste C, Dublin, OH, 43017.

Industry Data

SIC

Code	Description
87489904	Energy conservation consultant

NAICS

Code	Description
541690	Other Scientific and Technical Consulting Services

Financial Statements

Key Business Ratios (Based on 13 establishments)

D&B has been unable to obtain sufficient financial information from this company to calculate business ratios. Our check of additional outside sources also found no information available on its financial performance. To help you in this instance, ratios for other firms in the same industry are provided below to support your analysis of this business.

	This Business	Industry Median	Industry Quartile
Profitability			
Return on Sales	UN	6.6	UN
Return on Net Worth	UN	24.3	UN
Short Term Solvency			
Current Ratio	UN	2.4	UN
Quick Ratio	UN	1.4	UN
Efficiency			
Assets Sales	UN	35.3	UN
Sales / Net Working Capital	UN	6.8	UN
Utilization			
Total Liabs / Net Worth	UN	91.9	UN

Most Recent Financial Statement

As of 04/30/2011

On NOV 08 2010 Annemarie Oman, Manager, deferred all information.

Indicators

A check of D&B's public records database indicates that no filings were found for MUIRFIELD ENERGY INC, 5850 Venture Dr Ste C, Dublin, OH. D&B's extensive database of public record information is updated daily to ensure timely reporting of changes and additions. It includes business-related suits, liens, judgments, bankruptcies, UCC financing statements and business registrations from every state and the District of Columbia, as well as select filing types from Puerto Rico and the U.S. Virgin Islands. D&B collects public records through a combination of court reporters, third parties and direct electronic links with federal and local authorities. Its database of U.S. business-related filings is now the largest of its kind.

Indicators

Public Filings Summary

The following data includes both open and closed filings found in D&B's database on this company



Decide with Confidence

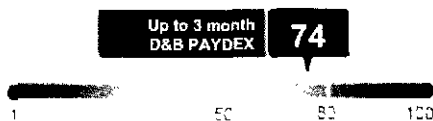
Record Type	No. of Records
Judgment	0
Lien	0
Suit	0
UCC	0

Paydex

D&B PAYDEX®

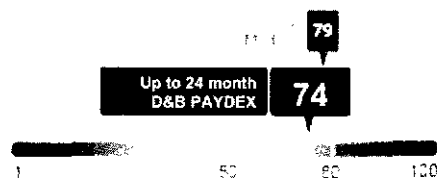
Shows the D&B PAYDEX scores as calculated up to 3 months and up to 24 months of payment experiences.

Up to 3 month D&B PAYDEX



When weighted by dollar amount, payments to suppliers average 9 Days Beyond Terms. Based on payments collected over last 3 months.

Up to 24 month D&B PAYDEX



When weighted by dollar amount, payments to suppliers average 9 days beyond terms. Based on payments collected up to 24 months.

When weighted by dollar amount, the industry average is 2 DAYS BEYOND terms.

High risk of late payment (average 30 to 120 days beyond terms)

Medium risk of late payment (average 30 days or less beyond terms)

Low risk of late payment (average prompt to 30+ days sooner)

Payment Trend	unchanged *	Total Payment Experiences for the HQ	9
Payments Within Terms	82%	Total Placed for Collection	0
Average High Credit	\$241	Largest High Credit	\$10,000
Highest Now Owning	\$10,000	Highest Past Due	\$0

* compared to payments three months ago

Payment Summary

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

There are 9 payment experiences in D&B's file, with 8 experiences reported during the last three month period. The highest Now Owes on file is \$10,000. The highest Past Due on file is \$0.

Top 10 Industries

Industries	Total Received	Total Amounts	Largest High Credit	Within Terms (%)	Days Slow (%)			
					0-30	31-60	61-90	90+
Telephone communications	3	\$1,000	\$500	74	13	13	0	0
Electric services	1	100	100	100	0	0	0	0



Decide with Confidence

Natural gas credit	1	100	100	100	0	0	0	0
Misc business credit	1	250	0	100	0	0	0	0

Other Payment Categories

Category	Total Received	Total Dollar Amounts	Largest High Credit
Cash Experiences	2	\$100	\$50
Payment record unknown	1	10,000	10,000
Unfavorable comments	0	0	0
Placed for Collection	0	0	0

Detailed Payment History

Date Reported	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last Sale within (months)
June 2011	Ppt	\$0	\$250	\$0	N/A	1
	Ppt	100	50	0	N30	1
	Ppt	100	50	0	N/A	1
	(004)	10,000	10,000	0	Lease Agreement	
May 2011	Ppt	500	0	0	N/A	1
	Ppt	250	50	0	N/A	1
	Slow 30-60	250	0	0	N/A	2-3
	(008)	50	0	0	Cash account	1
October 2010	(009)	50	0	0	Cash account	6-12

Lines shown in red are 30 or more days beyond terms

Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Exhibit C-8 "Bankruptcy Information"

None

Exhibit C-9 “Merger Information”

NONE