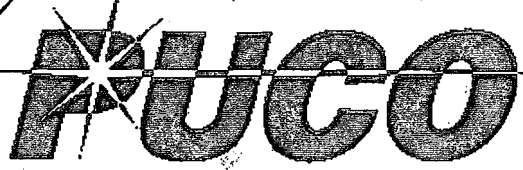


NC



The Public Utilities Commission of Ohio

FILE
FILE

PUCO USE ONLY		
Date Received	Case Number	Version
AUG 09 2012	12-2270 -EL-AGG	August 2004

CERTIFICATION APPLICATION FOR AGGREGATORS/POWER BROKERS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). 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. APPLICANT INFORMATION

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

Legal Name SUNCOM ENERGY INC.
Address 1410 NE 26TH AVE. FORT LAUDERDALE, FL 33304
Telephone # (800) 557-3480 Web site address (if any) _____

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

Legal Name SUNCOM ENERGY INC.
Address 4901 NW 17TH WAY FORT LAUDERDALE, FL 33309
Telephone # (800) 557-3480 Web site address (if any) _____

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

SUNCOM ENERGY INC.

A-4 Contact person for regulatory or emergency matters

Name STEVE SAIZ
Title PRESIDENT/CEO

RECEIVED-DOCKETING DIV
2012 AUG -9 PM 1:53
PUCO

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician [Signature] Date Processed AUG 09 2012

Business address 4901 NW 17TH WAY FORT LAUDERDALE, FL 33309
Telephone # (800) 557-8480 Fax # (800) 984-0882
E-mail address (if any) STEVE@SUNCOMENERGY.COM

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

Name STEVE SAIZ
Title PRESIDENT/CEO
Business address 4901 NW 17TH WAY FORT LAUDERDALE, FL 33309
Telephone # (800) 557-8480 Fax # (800) 984-0882
E-mail address (if any) STEVE@SUNCOMENERGY.COM

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

Customer Service address 4901 NW 17TH WAY FORT LAUDERDALE, FL 33309
Toll-free Telephone # (800) 557-8480 Fax # (800) 984-0882
E-mail address (if any) STEVE@SUNCOMENERGY.COM

A-7 Applicant's federal employer identification number # 270502012

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 type="checkbox"/> Corporation | <input type="checkbox"/> Other _____ |

A-9 (Check all that apply) Identify each electric distribution utility certified territory in which the applicant intends to provide service, including identification of each customer class that the applicant intends to serve, for example, residential, small commercial, mercantile commercial, and industrial. (A mercantile customer, as defined in (A) (19) of Section 4928.01 of the Revised Code, is a commercial customer who consumes more than 700,000 kWh/year or is part of a national account in one or more states).

- | | | | | |
|--|--------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> First Energy | | | | |
| <input type="checkbox"/> Ohio Edison | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Toledo Edison | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Cleveland Electric Illuminating | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Cincinnati Gas & Electric | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Monongahela Power | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> American Electric Power | | | | |
| <input type="checkbox"/> Ohio Power | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Columbus Southern Power | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Dayton Power and Light | <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Mercantile | <input type="checkbox"/> Industrial |

- A-10 Provide the approximate start date that the applicant proposes to begin delivering services

October 1, 2012

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- A-11 **Exhibit A-11 "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-12 **Exhibit A-12 "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.
- A-13 **Exhibit A-13 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-14 **Exhibit A-14 "Articles of Incorporation and Bylaws,"** if applicable, provide the articles of incorporation filed with the state or jurisdiction in which the Applicant is incorporated and any amendments thereto.
- A-15 **Exhibit A-15 "Secretary of State,"** provide evidence that the applicant has registered with the Ohio Secretary of the State.

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 "Summary of Experience,"** provide a concise summary of the applicant's experience in providing aggregation service(s) including contracting with customers to combine electric load and representing customers in the purchase of retail electric services. (e.g. number and types of customers served, utility service areas, amount of load, etc.).

B-4 **Exhibit B-4 "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. N/A

B-5 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-5 "Disclosure of Consumer Protection Violations"** detailing such violation(s) and providing all relevant documents.

B-6 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-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"** detailing such action(s) and providing all relevant documents.

C. APPLICANT 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 Experion, 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. NA

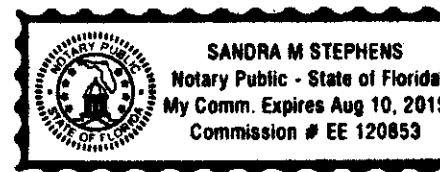
[Signature]
Signature of Applicant & Title

Sworn and subscribed before me this 3rd day of AUGUST, 2012
Month Year

[Signature]
Signature of official administering oath

SANDRA M STEPHENS / NOTARY PUBLIC
Print Name and Title

My commission expires on AUGUST 10, 2015



AFFIDAVIT

State of Florida :

Fort Lauderdale
(Town)

County of Broward :

Steve Saiz, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the President (Office of Affiant) of Suncom Energy Inc. (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 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 comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. 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.
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 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.

[Signature]
Signature of Affiant & Title

Sworn and subscribed before me this 3rd day of AUGUST, 2012
Month Year

[Signature]
Signature of official administering oath

SANDRA M STEPHENS / NOTARY PUBLIC
Print Name and Title

My commission expires on AUGUST 10, 2015

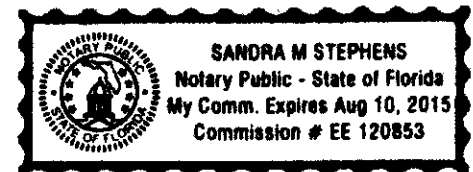


EXHIBIT A-11

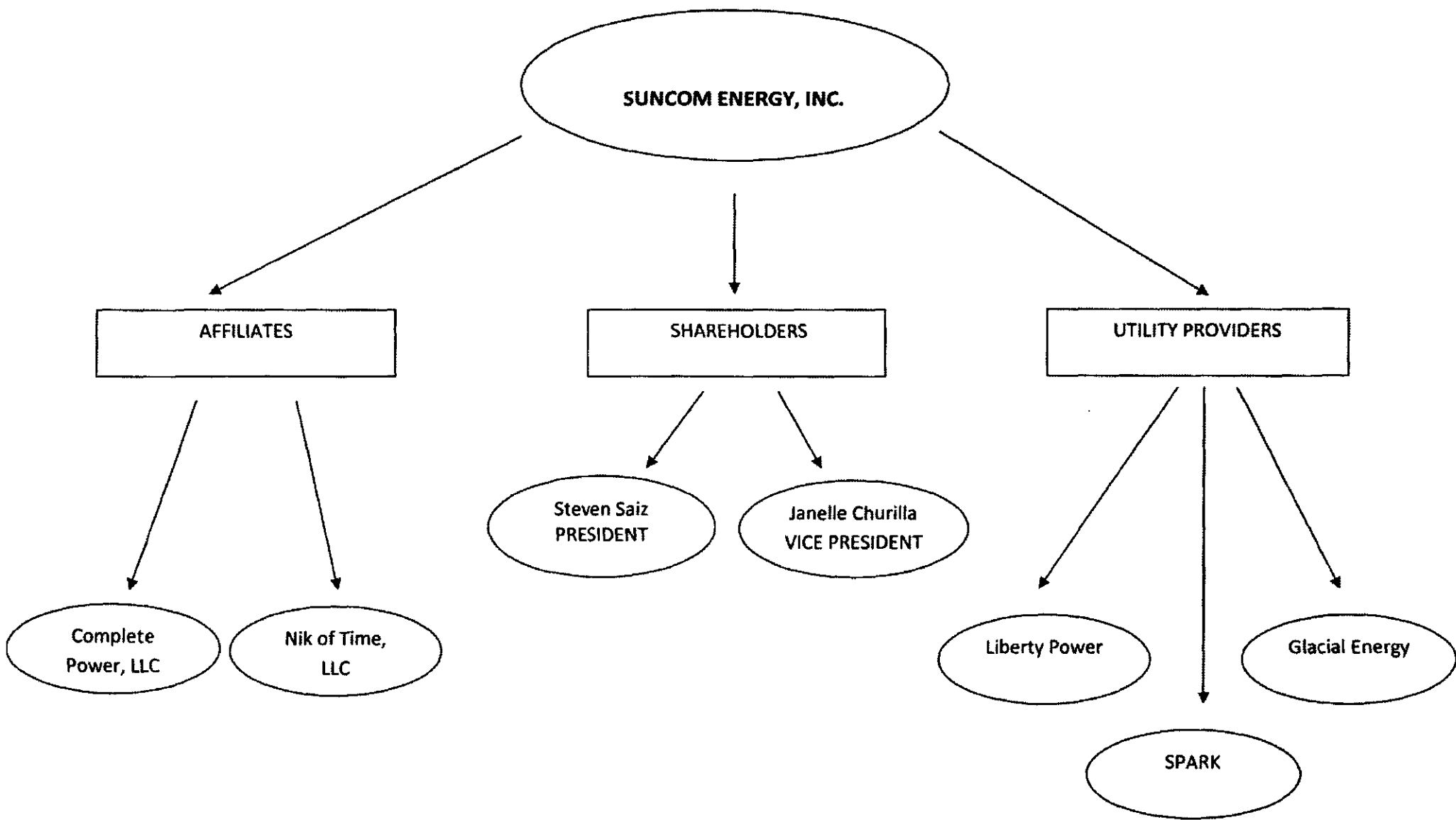
Principal Officers, Directors &
Partners

Principal Officers, Directors & Partners

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Telephone</u>
Steven Saiz	President	1410 NE 26th Avenue, Fort Lauderdale, FL 33304	(800) 984-0882
Janelle Churilla	Vice President	1410 NE 26th Avenue, Fort Lauderdale, FL 33304	(800) 984-0882

EXHIBIT A-12

Corporate Structure



*Suncome Energy, Inc. has no subsidiary companies.

Suncom Energy, Inc. is owned and operated by its two shareholders, Steven Saiz and Janelle Churilla. Steven and Janelle perform all the managerial, administrative, and advertising duties of the organization. Suncom Energy, Inc.'s two affiliates, Complete Power, LLC and Nik of Time, LLC process the sales and leads in which the commission income is generated. The commission income received by the organization is paid by the actual utility providers; Liberty Power, SPARK, and Glacial Energy.

EXHIBIT A-13

Company History

Suncom Energy, Inc. is a small business corporation (S Corporation) as classified under Section 1362 of the Internal Revenue Code. The business was incorporated in the state of Florida on July 1st, 2009, and is 100% owned by husband and wife (Steven Saiz and Janelle Churilla). The corporation does not have any subsidiary companies.

The corporation was organized to sell energy services to commercial and residential consumers in deregulated energy states. Suncom Energy, Inc. does not provide the actual energy services; they simply get paid a commission from the energy company when signing up a new customer. The company uses various marketing channels in order to generate new customers and/or leads.

EXHIBIT A-14

Articles of Incorporation &
Bylaws

**Electronic Articles of Incorporation
For**

P09000057147
FILED
July 02, 2009
Sec. Of State
dwhite

SUNCOM ENERGY INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:
SUNCOM ENERGY INC.

Article II

The principal place of business address:

1410 NE 26TH AVENUE
FT. LAUDERDALE, FL. 33304

The mailing address of the corporation is:

1410 NE 26TH AVENUE
FT. LAUDERDALE, FL. 33304

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS. ■■■■SUNCOM ENERGY INC. IS BEING
ESTABLISHED TO SELL ENERGY IN ENERGY DEREGULATED STATES FOR
ALTERNATIVE PROVIDERS.

Article IV

The number of shares the corporation is authorized to issue is:

1,000

Article V

The name and Florida street address of the registered agent is:

STEVEN H SAIZ
1410 NE 26TH AVENUE
FT. LAUDERDALE, FL. 33304

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: STEVEN SAIZ

P09000057147
FILED
July 02, 2009
Sec. Of State
dwhite

Article VI

The name and address of the incorporator is:

STEVEN SAIZ
1410 NE 26TH AVE

FT. LAUDERDALE, FL 33304

Incorporator Signature: STEVEN SAIZ

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
STEVEN H SAIZ
1410 NE 26TH AVE
FT. LAUDERDALE, FL. 33304

Title: VP
JANELLE M CHURILLA
1410 NE 26TH AVE
FT. LAUDERDALE, FL. 33304

Article VIII

The effective date for this corporation shall be:

07/01/2009

EXHIBIT A-15

Secretary of State

[Print this report](#)**Corporation Details**

Corporation Details	
Entity Number	2116859
Business Name	SUNCOM ENERGY INC
Filing Type	FOREIGN CORPORATION
Status	Active
Original Filing Date	06/21/2012
Expiry Date	
Location:	County: State: FLORIDA

Agent / Registrant Information	
INCORP SERVICES, INC 9435 WATERSTONE BOULEVARD SUITE 140 CINCINNATI, OH 45249 Effective Date: 06/21/2012 Contact Status: Active	

Filings		
Filing Type	Date of Filing	Document Number/Image
FOREIGN LICENSE/FOR-PROFIT	06/21/2012	201217700269



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
06/25/2012	201217700269	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	.00		.00	.00

Receipt

This is not a bill. Please do not remit payment.

SUNCOM ENERGY INC
1410 NE 26TH AVE
FORT LAUDERDALE, FL 33304-1518

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted**2116859**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

SUNCOM ENERGY INC

and, that said business records show the filing and recording of:

Document(s)

FOREIGN LICENSE/FOR-PROFIT

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.

Document No(s):

201217700269

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 21st day of June, A.D.
2012.

Ohio Secretary of State



Form 530A Prescribed by the:
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)

www.OhioSecretaryofState.gov
Business@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Foreign For-Profit Corporation Application for License

Filing Fee: \$125
(151-FLF)

RECEIVED

JUN 11 2017

The application is made to procure a ☒ Permanent License ☐ Temporary License (valid for six months)

Attach Certificate of Good Standing from the jurisdiction of formation (see instructions)

Name of Corporation **SUNCOM ENERGY INC.**

(Name must match the name on the Certificate of Good Standing)

Assumed name under which the corporation will do business, if its corporate name is not available in Ohio
(Must attach "Resolution of Foreign Corporation to Qualify Under An Assumed Name" Form 591)

Under the Laws of the Jurisdiction of

FLORIDA

Jurisdiction of Formation

Date of Incorporation in Jurisdiction of Formation

07/02/2009

(Date must match the date provided on
the Certificate of Good Standing)

Date of Incorporation

The location of the principal office (non-Ohio) is:

1410 NE 26th Avenue

Mailing Address

Fort Lauderdale

City

FL

State

33304

ZIP Code

If there is a principal office within Ohio, the location is

Mailing Address

City

State

ZIP Code

A brief summary of the corporate purpose(s) to be exercised within Ohio

Sell energy services

Appointment of Agent

The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in Ohio

InCorp Services, Inc.

Name

9435 Waterstone Boulevard Suite 140

Mailing Address

Cincinnati

City

Ohio

State

45249

ZIP Code

- ☐ If the agent is an individual and using a P.O. Box, check this box to confirm the agent is an Ohio resident.

The entity above irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if:

- A. an agent is not appointed, or
- B. an agent is appointed but the authority of that agent has been revoked, or
- C. the agent cannot be found or served after the exercise of reasonable diligence.

Pursuant to Ohio Revised Code 1703.29 (A), a foreign corporation is required to pay an additional \$250 fee if the application is being made to enable the corporation to prosecute or defend a legal action. Please see Ohio Revised Code or the instructions for more information.

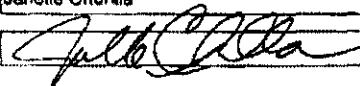
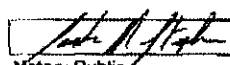
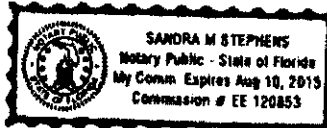
- ☒ No, the corporation is not filing for this purpose and an additional fee is not included.
- ☐ Yes, the application is being filed for this purpose and the additional \$250 fee is included with the filing fee

If yes then:

Pursuant to Ohio Revised Code 1703.29(B), a foreign corporation that began transacting business in Ohio prior to 2009 without a license may be required to provide a certificate from the tax commissioner which states that the corporation has paid all franchise taxes which it should have paid had it qualified to do business in this state.

Did the corporation begin transacting business in Ohio prior to 2009?

- ☐ Yes, the D4 certificate from the tax commissioner is attached.
- ☒ No, the corporation began transacting business in 2009 or later, therefore, a D4 certificate is not required.

Janelle Churilla	being first duly sworn, deposes and says that he/she is the	
Name of Officer		
Vice President	of	Suncom Energy Inc.
Officer Title	Corporation	
the corporation described in the foregoing application, and that the statements contained in said application are true and correct to best of my knowledge and belief.		
Name	Janelle Churilla	
Signature		
Sworn before me and subscribed on	6/5/2012	
	Date	
 SANDRA M. STEPHENS		
Notary Public		
NOTARY SEAL	Expiration Date of Notary's Commission	
	3/10/2015	
	Date	

State of Florida

Department of State

I certify from the records of this office that SUNCOM ENERGY INC. is a corporation organized under the laws of the State of Florida, filed on July 2, 2009, effective July 1, 2009.

The document number of this corporation is P09000057147.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report was filed on April 12, 2012, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Eighteenth day of May, 2012*

Ken Detmer

Secretary of State



Authentication ID: 200235302962-051812-P09000057147

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
<https://efile.sunbiz.org/certauthver.html>

EXHIBIT B-1

Jurisdictions of Operation

Exhibit B-1 Jurisdiction of Operation

Maryland

Pennsylvania

EXHIBIT B-2

Experience & Plans

Exhibit B-2 Experience & Plans Ohio Electric Broker License

Suncom Energy Inc. has proven In-depth knowledge of electric procurement, natural gas utility industry, energy management, facilities management, commercial and industrial. We will implement marketing strategies that will include the following: Calling on small to medium sized businesses in order to make them aware of their options of being in a de regulated energy market, online marketing driving potential customers to the Suncom Energy website, recruitment of outside sales reps in order to get face to face sales representatives.

Customer inquiries and Complaint will be handled through a toll-free customer service phone number, through the mail. and via email. Suncom Energies customer service contact information will be made available to customers through Suncom Energy website and our customer service representatives when appropriate (for example. if a customer expresses its dissatisfaction with the end result of Suncom Energy recommendations and wishes to complain.

Handling process:

1. A customer reports a complaint via phone call. Email or postal service.
2. Customer service representative interfaces with each customer via telephone.
 - a. If a customer reports a complaint over the phone. a customer service representative will Attempt to resolve the complaint during that original phone call. If a customer reports a Complaint via email or postal service. a customer service representative may call the Customer directly or email the customer, depending on the customer inquiry, to initiate Customer service.
 - b. A customer service representative will attempt to satisfy each customer complaint upon First telephone contact with the customer.
 - c. While the customer is on the phone, a customer service representative will record in Writing the name of the person making the complaint. The account number associated With the complaint. The reason for the complaint. and how the complaint was resolved.

EXHIBIT B-3

Summary of Experience

Exhibit B-3

Experience and plans

Summary of Qualifications:

Remarkable sales experience in the energy industry

In-depth knowledge of natural gas utility industry, energy management, facilities management, commercial and industrial lighting, and conservation

Proficient in Energy auditing software, Sales management software, MS Word, Excel, MS Access and Power Point

Skilled in developing marketing plans, calculating margins, and profit

Ability to grasp with prior sales and independent business

Superior phone skills and B2B prospecting skills

Strong project management and organizational skills

Excellent communication and interpersonal skills

Outstanding ability to make cold calls to business owners and managers

Work Experience:

Energy Broker, August 2005 - Present

Suncom Energy Inc. Currently PUC Licensed and Bonded in the following markets: Pennsylvania and Maryland

Maintained customer tracking system.

Provided offers from multiple Retail Electric Providers.

Managed sales team.

Prepared and maintained reports of sales results and competitive data.

Monitored customer sales to ensure territory revenue retention

Education:

Bachelor's Degree in Arts and Sciences, Florida International University.

EXHIBIT C-1

Annual Reports

2012 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P09000057147

FILED
Apr 12, 2012
Secretary of State

Entity Name: SUNCOM ENERGY INC.

Current Principal Place of Business:

1410 NE 26TH AVENUE
FT. LAUDERDALE, FL 33304

New Principal Place of Business:

Current Mailing Address:

1410 NE 26TH AVENUE
FT. LAUDERDALE, FL 33304

New Mailing Address:

FEI Number:

FEI Number Applied For ()

FEI Number Not Applicable (X)

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

SAIZ, STEVEN H
1410 NE 26TH AVENUE
FT. LAUDERDALE, FL 33304 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE _____

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: P
Name: SAIZ, STEVEN H
Address: 1410 NE 26TH AVE
City-St-Zip: FT. LAUDERDALE, FL 33304

Title: VP
Name: CHURILLA, JANELLE M
Address: 1410 NE 26TH AVE
City-St-Zip: FT. LAUDERDALE, FL 33304

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JANELLE CHURILLA

VP

04/12/2012

Electronic Signature of Signing Officer or Director

Date

2011 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P09000057147

Entity Name: SUNCOM ENERGY INC

FILED
Apr 27, 2011
Secretary of State

Current Principal Place of Business:

1410 NE 26TH AVENUE
FT. LAUDERDALE, FL 33304

New Principal Place of Business:

Current Mailing Address:

1410 NE 26TH AVENUE
FT. LAUDERDALE, FL 33304

New Mailing Address:

FEI Number:

FEI Number Applied For ()

FEI Number Not Applicable (X)

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

SAIZ, STEVEN H
1410 NE 26TH AVENUE
FT. LAUDERDALE, FL 33304 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: P
Name: SAIZ, STEVEN H
Address: 1410 NE 26TH AVE
City-St-Zip: FT. LAUDERDALE, FL 33304

Title: VP
Name: CHURILLA, JANELLE M
Address: 1410 NE 26TH AVE
City-St-Zip: FT. LAUDERDALE, FL 33304

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STEVEN SAIZ

P

04/27/2011

Electronic Signature of Signing Officer or Director

Date

EXHIBIT C-2

SEC Filings

Suncom Energy, Inc. is not required to file with the SEC because the company is not a publicly held company whose stock is traded on a national stock exchange and the company does not have over \$10 million in assets and over 500 shareholders.

EXHIBIT C-3

Financial Statements

Suncom Energy, Inc.
Profit & Loss
January through December 2011

	<u>Jan - Dec 11</u>
Ordinary Income/Expense	
Income	
Commission Income	496,936.30
Total Income	496,936.30
Cost of Goods Sold	
Subcontracted Services	370,766.04
Total COGS	370,766.04
Gross Profit	126,170.26
Expense	
Accounting	2,601.00
Advertising and Promotion	2,051.11
Automobile Expense	14,334.35
Bank Service Charges	627.31
Computer and Internet Expens...	721.23
Consulting	20,000.00
Dues and Subscriptions	1,129.88
Fees & Licenses	890.99
Interest Expense	169.97
Meals and Entertainment	5,968.80
Office Expense	7,005.35
Parking & Tolls	53.00
Postage and Delivery	294.81
Printing and Reproduction	152.46
Professional Development	262.19
Repairs & Maintenance	2,973.53
Telephone Expense	7,574.77
Travel	2,360.93
Utilities	1,202.82
Web Hosting	649.96
Website Expenses	1,121.79
Total Expense	72,146.25
Net Ordinary Income	54,024.01
Other Income/Expense	
Other Expense	
Health Insurance	7,466.00
Total Other Expense	7,466.00
Net Other Income	-7,466.00
Net Income	46,558.01

Suncom Energy, Inc.
Balance Sheet
As of December 31, 2011

	<u>Dec 31, 11</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking at HSBC Bank USA	16,382.73
Total Checking/Savings	<u>16,382.73</u>
Total Current Assets	<u>16,382.73</u>
TOTAL ASSETS	<u><u>16,382.73</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Amex Ending 82005	1,414.22
Amex Ending 82007	1,772.31
Total Credit Cards	<u>3,186.53</u>
Total Current Liabilities	<u>3,186.53</u>
Total Liabilities	3,186.53
Equity	
Retained Earnings	3,466.99
Shareholder Distributions	-36,828.80
Net Income	<u>46,558.01</u>
Total Equity	<u>13,196.20</u>
TOTAL LIABILITIES & EQUITY	<u><u>16,382.73</u></u>

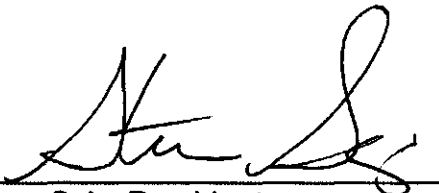
Suncom Energy, Inc.
Statement of Cash Flows
January through December 2011

	<u>Jan - Dec 11</u>
OPERATING ACTIVITIES	
Net Income	46,558.01
Adjustments to reconcile Net Income to net cash provided by operations:	
Amex Ending 82005	-1,377.63
Amex Ending 82007	-2,185.45
Net cash provided by Operating Activities	42,994.93
INVESTING ACTIVITIES	
Loan to Shareholders	7,602.72
Net cash provided by Investing Activities	7,602.72
FINANCING ACTIVITIES	
Shareholder Distributions: Janelle	-18,414.40
Shareholder Distributions: Steve	-18,414.40
Net cash provided by Financing Activities	-36,828.80
Net cash increase for period	13,768.85
Cash at beginning of period	2,613.88
Cash at end of period	<u>16,382.73</u>

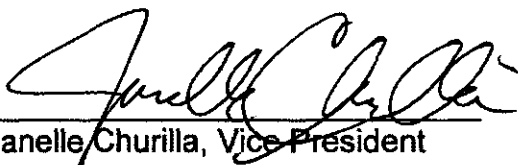
SUNCOM ENERGY, INC.

1410 NE 26th Ave
Ft Lauderdale, FL 33304
Tel. 800-557-8480
Fax. 800-984-0882

Based on our knowledge, the financial statements, and other financial information included here, fairly present in all material respects the financial condition and results of operations of Suncom Energy, Inc. as of, and for, the periods presented.



Steven Saiz, President



Janelle Churilla, Vice President

Suncom Energy, Inc.
Profit & Loss
January through December 2010

	<u>Jan - Dec 10</u>
Ordinary Income/Expense	
Income	
Commission Income	176,525.59
Total Income	<u>176,525.59</u>
Cost of Goods Sold	
Subcontracted Services	109,898.97
Total COGS	<u>109,898.97</u>
Gross Profit	66,626.62
Expense	
Advertising and Promotion	100.00
Automobile Expense	13,182.35
Bank Service Charges	248.69
Computer and Internet Expenses	735.84
Dues and Subscriptions	645.00
Equipment Rental	451.40
Fees & Licenses	987.50
Gifts	212.92
Interest Expense	100.34
Janitorial Expense	2,939.44
Leads	259.98
Meals and Entertainment	13,603.12
Office Expense	7,253.22
Postage and Delivery	774.08
Professional Development	493.16
Professional Fees	4,023.75
Repairs & Maintenance	1,521.92
Repairs and Maintenance	62.00
Telephone Expense	5,143.99
Travel	3,044.53
Web Hosting	4,746.00
Website Expenses	2,524.71
Total Expense	<u>63,053.94</u>
Net Ordinary Income	<u>3,572.68</u>
Net Income	<u><u>3,572.68</u></u>

Suncom Energy, Inc.
Balance Sheet
As of December 31, 2010

	<u>Dec 31, 10</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking at HSBC Bank USA	2,613.88
Total Checking/Savings	<u>2,613.88</u>
Total Current Assets	2,613.88
Other Assets	
Loan to Shareholders	7,602.72
Total Other Assets	<u>7,602.72</u>
TOTAL ASSETS	<u><u>10,216.60</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Amex Ending 82005	2,791.85
Amex Ending 82007	3,957.76
Total Credit Cards	<u>6,749.61</u>
Total Current Liabilities	<u>6,749.61</u>
Total Liabilities	6,749.61
Equity	
Retained Earnings	-105.69
Net Income	3,572.68
Total Equity	<u>3,466.99</u>
TOTAL LIABILITIES & EQUITY	<u><u>10,216.60</u></u>

Suncom Energy, Inc.
Statement of Cash Flows
January through December 2010

	<u>Jan - Dec 10</u>
OPERATING ACTIVITIES	
Net Income	3,572.68
Adjustments to reconcile Net Income to net cash provided by operations:	
Amex Ending 82005	2,791.85
Amex Ending 82007	<u>3,957.76</u>
Net cash provided by Operating Activities	10,322.29
INVESTING ACTIVITIES	
Loan to Shareholders	<u>-8,802.72</u>
Net cash provided by Investing Activities	-8,802.72
FINANCING ACTIVITIES	
Retained Earnings	<u>-13.00</u>
Net cash provided by Financing Activities	-13.00
Net cash increase for period	1,506.57
Cash at beginning of period	<u>1,107.31</u>
Cash at end of period	<u><u>2,613.88</u></u>

SUNCOM ENERGY, INC.

1410 NE 26th Ave
Ft Lauderdale, FL 33304
Tel. 800-557-8480
Fax. 800-984-0882

Based on our knowledge, the financial statements, and other financial information included here, fairly present in all material respects the financial condition and results of operations of Suncom Energy, Inc. as of, and for, the periods presented.



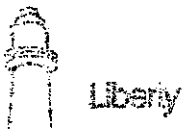
Steven Saiz, President



Janelle Churilla, Vice President

EXHIBIT C-4

Financial Arrangements



TELESALES CHANNEL AGREEMENT

This Telesales Channel Agreement, including attached Schedule 1, (the "Agreement") is made and entered into by and between Liberty Power Holdings LLC, a Delaware limited liability company, with its principal place of business at 1901 West Cypress Creek Road, Suite 600, Ft. Lauderdale, FL 33309 ("Retailer") and Suncom Energy Inc. ("Telesales Channel") with its principal place of business at 1410 NE 26 Ave Ft. Lauderdale, Florida 33304 (each a "Party" and collectively, the "Parties") as of the 17 day of March, 2010 (the "Effective Date").

WHEREAS, Telesales Channel represents various customers located in the State(s) identified in Schedule 1 ("Applicable Market(s)") that are eligible to choose their electric provider;

WHEREAS, Telesales Channel is properly licensed and/or certified, as applicable, and offers various retail electricity products to commercial customers in the Applicable Market(s);

WHEREAS, Retailer is properly licensed and/or certified, as applicable, and offers various retail electricity products to commercial customers in the Applicable Market(s);

WHEREAS, Retailer desires to sell its electricity products to customers represented by Telesales Channel;

WHEREAS, this Agreement supersedes the Telesales Channel Agreement previously entered into by the parties with respect to all Acquired Customers submitted to Retailer after the Effective Date hereof;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

I. DEFINITIONS

1.01 Electricity Product - Electricity Product is defined as delivered electricity sold to retail commercial customers within areas open to retail competition in U.S. states or jurisdictions where selection of a competitive retail electric supplier is permitted. It is understood by both Parties that the Electricity Product consists of the electricity commodity together with services performed by the respective transmission and/or distribution utility ("Utility") and the applicable Independent System Operator ("ISO") but that Retailer does not perform Utility or ISO services and may pass through such charges to the Eligible Customer.

1.02 Eligible Customer - An Eligible Customer is a separately metered customer, or "aggregation" of separately-metered customers, whose meter is located within an area

in the Applicable Markets served by Retailer; that has a bona fide interest in shopping for its electricity supply service; that meets Retailer's credit qualification standards; and, that has engaged Telesales Channel on its behalf to solicit proposals for its Electricity Product. In the case of retail commercial customers not located in the Applicable Market(s), said retail commercial customer will be qualified by Telesales Channel to be eligible for electric service provision by a competitive supplier.

1.03 Acquired Customer - Shall mean an Eligible Customer procured by Telesales Channel that is not currently served by Retailer, who during the Term of this Agreement (i) signs up for Electricity Product from Retailer pursuant to Retailer's then-current retail sales contract; and (ii) is accepted by Retailer pursuant to Section 2.03. Acceptance shall be indicated by the earlier of the issuance of a contract signed by Retailer or the receipt of a "Welcome Letter" by the Acquired Customer and confirmation sent to the Telesales Channel.

1.04 Flow Start Date - Means the day that the Retailer begins to provide electric service to the Acquired Customer as confirmed by the Utility.

II. OBLIGATIONS AND STATUS OF TELESales CHANNEL

2.01 Telesales Channel Services - Telesales Channel agrees to obtain prospective commercial customers to whom Retailer may sell Electricity Product that are located in the Applicable Markets and that meet the business profile assigned by Retailer ("Services"). Services include, but are not limited to, Telesales Channel delivering to Retailer a contract signed by the customer in a form approved by Retailer. Telesales Channel will not contact any prospective customer until it receives the applicable electric energy sales agreement, current marketing materials, and approved contract term and pricing from Retailer for such customer. Retailer shall allocate to Telesales Channel, and Telesales Channel will perform the Services exclusively in, the Applicable Markets.

2.02 Deal Capture Entry - Telesales Channel agrees to provide Retailer, on a daily basis according to procedures agreed upon by Telesales Channel and Retailer, the names of any procured customers it has solicited who are interested in purchasing electricity from Retailer. Telesales Channel shall provide Retailer the following information with respect to such procured customers: the account name, utility name and account number, kWh rate, service address, billing address (if different from service address), and the name of the person authorized to sign a contract on the customer's behalf, and any other customer information that is requested by Retailer.

Telesales Channel will submit customer information to Retailer through the Deal Capture System pursuant to Retailer's instructions. All accounts procured each day must be entered into Deal Capture System by 11:59 pm in order to qualify for Retailer's daily issued price.

2.03 Telesales Channel's Representations - Telesales Channel shall not make any false or misleading statements about Retailer, its suppliers, its services or its competitors and shall at all times comply with the highest ethical standards. Further, Telesales Channel representatives shall not identify themselves as employees of Retailer.

2.04 Prices, Sales, and Credit Policies - The pricing of Retailer's Electricity Products, the setting of discounts if any, and the establishment of sales and credit policies shall be the exclusive responsibility of Retailer and the prices or policies shall be subject to change, without notice, at any time by Retailer. Telesales Channel shall not deviate from prices or other terms established by Retailer. All orders and enrollments by Eligible Customers to purchase Retailer Electricity Products are subject to acceptance by Retailer and Retailer may, in its sole discretion, choose to decline or accept a request for service.

2.05 Independent Contractor Status - The Parties to this Agreement are independent contractors. Telesales Channel shall not represent that it is authorized to enter into any agreement on behalf of Retailer. Nothing herein shall create a partnership, joint venture, agency or other association between the parties. Telesales Channel shall be solely responsible for payment of all compensation, taxes and benefits owed to its employees, including payment of employment-related taxes and Workers' Compensation Insurance.

2.06 Receipt of Retailer Funds - Telesales Channel may not take deposits on behalf of or receive any money owed to Retailer. In the event that Telesales Channel receives any monies due or paid to Retailer, Telesales Channel shall hold such funds in trust on behalf of Retailer and shall, as soon as reasonably possible, remit such funds to Retailer at the address provided for notices in this Agreement.

2.07 Compliance with Laws - Retailer and Telesales Channel agree to comply with all local, state, and federal laws and regulations applicable to the transactions between and among Retailer, Telesales Channel and the Eligible Customers and Acquired Customers. Without limitation, Telesales Channel shall, if required under applicable law, be registered as a broker or aggregator and comply with regulatory and legal provisions of the Applicable Markets, as amended from time to time. Telesales Channel agrees to provide for review to Retailer any direct mail marketing pieces directly referencing Retailer prior to distribution of any such materials.

2.08 Non-Exclusive Arrangement - Both Parties agree that this Agreement is non-exclusive and each Party may engage in business relationships with other marketers, sales channels, consultants, aggregators, Retail Electric Providers, or other entities with respect to identifying and marketing the Electricity Product and other services to Eligible Customers.

2.09 Retailer Audits - Retailer reserves the right to monitor Telesales Channel activities to assure adherence to the approved script and compliance with the Retailer's standards of service and Code of Ethics. In the event Telesales Channel violates the Code of Ethics and/or standards of service, or is found to deviate from the approved script in a substantial manner that violates any local, state or federal telemarketing laws

or regulations, Retailer may terminate this Agreement immediately without any further liability to Telesales Channel upon written notice to Telesales Channel.

2.10 Assignments and Subcontracting by Telesales Channel - Telesales Channel shall not assign any right or interest under this Agreement (excepting monies due or to become due) or delegate or subcontract any Work or other obligation to be performed or owed under this Agreement without the prior written consent of Retailer. Any assignment, delegation or subcontracting without such consent shall be void. Any assignment of monies shall be void if (i) Telesales Channel shall not have given Retailer at least 45 days prior written notice of such assignment or (ii) such assignment imposes upon Retailer obligations to the assignee in addition to the payment of such monies, or precludes Retailer from dealing solely and directly with Telesales Channel in all matters pertaining to this Agreement including amendments or settlements of charges. All work performed by Telesales Channel's subcontractor(s) at any tier shall be deemed work performed by Telesales Channel.

III. COMMISSIONS AND EXPENSES

3.01 Commissions - For each Acquired Customer procured as a direct result of Telesales Channel's efforts, Retailer agrees to pay Telesales Channel the applicable commission as set forth in the attached Schedule 1.

3.02 Commission Reimbursement (Charge-backs) - Telesales Channel agrees to repay Retailer in accordance with Schedule 1 for commissions paid by Retailer for each Acquired Customer that terminates service with Retailer before the end of the Acquired Customer contract term or otherwise breaches the customer contract (including failure to pay an outstanding balance). Telesales Channel also agrees to repay Retailer any commissions paid for customers subsequently determined to have been not properly acquired by the Telesales Channel or which acquisition contravened legal or regulatory standards.

3.03 Expenses - Neither Party shall be liable to the other Party for any business or other expenses incurred by it in connection with the performance of this Agreement.

IV. CONFIDENTIALITY

4.01 Confidential Information

- (a) All records of the accounts of customers of Retailer, of any nature, whether existing at the time of this Agreement, procured through the efforts of the Telesales Channel, or learned by Telesales Channel from any other source, and whether prepared by Telesales Channel or otherwise, shall be the exclusive property of Retailer.
- (b) All books and records utilized by Telesales Channel in performing Telesales Channel's duties under this Agreement shall be immediately returned to Retailer by Telesales Channel upon any termination of this Agreement, whether or not any dispute exists

between Retailer and Telesales Channel at, regarding, and/or following the termination of this Agreement.

4.02 Non-Disclosure

- (a) Telesales Channel agrees that the names and addresses of Retailer's customers constitute trade secrets of Retailer and that the sale or unauthorized use or disclosure of any of Retailer's trade secrets obtained by Telesales Channel during the term of this Agreement constitutes unfair competition. Telesales Channel agrees and promises not to engage in any unfair competition with Retailer. For a period of thirty six (36) months immediately following the termination of this agreement, Telesales Channel shall not directly or indirectly make known to any person, firm or corporation the names or addresses or any of the customers of Retailer or any information pertaining to them, or call on, solicit, take away, or attempt to call on, solicit or take away any of the customers of Retailer on whom the Telesales Channel called on or with whom Telesales Channel became acquainted with, or the names and addresses of which Telesales Channel learned, saw, or became familiar or acquainted with, during the term of this Agreement, either on behalf of Telesales Channel, or for any other person, firm or corporation. Telesales Channel shall not misuse, misappropriate, or disclose any of the trade secrets described herein, directly or indirectly, or use them in any way, either during the term of this Agreement or at any time thereafter.
- (b) Confidential Information is and shall remain the exclusive property of Retailer. Telesales Channel shall maintain in strict confidence and shall not, directly or indirectly, disclose to any other person or use, any Confidential Information outside of the scope of the Services either during or after the Term, except in order to comply with any applicable law, order, regulation or exchange rule. In the event such disclosure is ordered or required, Telesales Channel will immediately notify Retailer thereof. Retailer will be entitled to all remedies at law or equity to enforce this confidentiality obligation, and the Parties agree that monetary damages may be inadequate to compensate Retailer for the breach of this confidentiality obligation. The provisions of this Article IV shall survive the Term of this Agreement.

4.03 Non-Compete - During the term of this Agreement, Telesales Channel shall not, directly or indirectly, either as a contractor, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Retailer.

V. INDEMNITY/LIMITATION OF LIABILITY

5.01 Indemnity - Each Party agrees to defend, indemnify and hold the other Party harmless against all claims, damages, and liability (including reasonable attorney's fees) resulting from or arising out of the indemnifying Party's breach of this Agreement, non-

compliance with any applicable law or regulation, other failure to perform its obligations under this Agreement, negligence, misconduct, or any material inaccuracy of any representation or warranty by that Party set forth in this Agreement; provided, however, that such indemnity shall be conditioned upon the Party seeking indemnification giving the other Party prompt written notice of any claim and sole control of the defense of such claim. The obligations set forth in this Paragraph shall survive the expiration or any termination of this Agreement, with respect to any such claim, damage or liability, until the statute of limitations applicable to such matter has expired.

5.02 Limitation of Liability - EXCEPT AS PROVIDED IN SECTION 5.01 HEREOF, EACH PARTY'S LIABILITY HEREUNDER IS LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND TOTAL DAMAGES SHALL NOT EXCEED THE GREATER OF (i) THE TOTAL AMOUNT PAID TO TELESales CHANNEL UNDER THIS AGREEMENT DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM(S) OR (ii) \$200,000. EXCEPT AS PROVIDED IN SECTION 5.01 HEREOF, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER THOSE DAMAGES ARE CLAIMED UNDER CONTRACT, WARRANTY, INDEMNITY, TORT OR ANY OTHER THEORY, AT LAW OR IN EQUITY.

VI. TERM

6.01 Initial Term, Auto-Renewal - The Term of this Agreement shall commence on the Effective Date, and, unless terminated earlier as provided in this Article VI, will continue for an initial term of one (1) year. At the end of the initial term, and on each one-year anniversary thereafter, the Agreement will renew automatically unless one of the Parties gives at least thirty (30) days prior written notice of its election not to renew this Agreement

6.02 Termination - Either Party may terminate this Agreement upon thirty (30) days prior written notice; provided, however, that in the event that Retailer terminates this Agreement or Telesales Channel terminates this Agreement as a result of a material change made by Retailer pursuant to Section 7.05, Telesales Channel shall be entitled to any fees as they are owed for Acquired Customers represented by Telesales Channel and currently under contract with Retailer prior to the termination of this Agreement, subject to any Reimbursement or setoff owing to Retailer hereunder.

Further, Retailer may terminate this Agreement upon providing Telesales Channel three (3) days prior written notice, if Telesales Channel fails to submit an Acquired Customer to Retailer during any consecutive thirty (30) business day period during the Term of this Agreement.

VII. GENERAL AND ADMINISTRATIVE PROVISIONS

7.01 Notices - Any notice provided for hereunder shall be in writing and shall be delivered in person, or sent by United States mail, postage prepaid, certified, return receipt requested and addressed to the intended recipient at the address set forth below, or by confirmed facsimile at the number indicated below.

Telesales Channel:

Attn: *STEVEN SAIZ*
Phone: *800 557 8480 Ext 103*
Fax: *800 984 0882*
Email: *Steve@suncomgroup.com*

Retailer: Liberty Power Holdings LLC

Attn: Alberto Daire
1901 West Cypress Creek Rd., Suite 600
Ft. Lauderdale, FL 33309
Telephone: 954 598-7003
Fax: 954 771-6644
Email: alberto.daire@libertypowercorp.com

With a copy to: Liberty Power Holdings LLC

Attn: General Counsel
1901 West Cypress Creek Rd., Suite 600
Ft. Lauderdale, FL 33309
Telephone: 954-598-7061
Fax: 954-771-6644
Email: generalcounsel@libertypowercorp.com

7.02 Assignment; Parties Bound - Neither this Agreement nor any interest under it shall be assignable by Telesales Channel or Retailer, by operation of law or otherwise, without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. Retailer, however, shall have the right to freely assign this Agreement to any of its affiliates or successors.

7.03 No Waiver - The failure or delay in the enforcement of the rights detailed in this Agreement by either Party shall not constitute a waiver of its rights under this Agreement or be considered as a basis for estoppel. Either Party may exercise its rights under this Agreement despite a delay or failure to enforce those rights.

7.04 Dispute Resolution - In the event of a disagreement or a dispute arises between the Parties in connection with this Agreement, both Parties hereby agree to non-binding arbitration to take place in Fort Lauderdale, Florida, or such other location as the Parties shall agree to, before filing a legal complaint or cause of action in a court of law. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA") as in effect on the date of this Agreement. Notwithstanding anything contrary contained herein, and regardless of any procedures or rules of the AAA, it is expressly agreed that the following shall apply and control over any other provision in this Section 7.04:

- a. The arbitrator shall have no authority to award punitive damages or attorneys' fees.
- b. The Parties may, by written agreement signed by both Parties, alter any time deadline, location(s) for meeting(s), or procedure outlined in this Section 7.04 or in the AAA rules.
- c. Time is of the essence for purposes of the provision of this Section 7.04.
- d. Either Party may seek a restraining order, temporary injunction, or other provisional judicial relief if the Party in its sole judgment believes that such action is necessary to avoid irreparable injury or to preserve the status quo. The Parties will continue to participate in good faith in the procedures despite any request for provisional relief.
- e. Each Party shall divide equally the cost of the arbitrator and the hearing and each Party shall be responsible for its own expenses and those of its counsel and representatives.

7.05 Governing Law; Entire Agreement; Material Change; Severability - This Agreement shall be governed by the laws of the State of Florida. This Agreement shall represent the entire agreement by and between the Parties except as otherwise provided in this Agreement. The Agreement may not be changed except by written amendment duly executed by all parties, except that Retailer may change any provision of this Agreement by providing thirty (30) days prior written notice to Telesales Channel. In the event that Retailer provides a notice of any material change to the Agreement, Telesales Channel may terminate this Agreement pursuant to Section 6.02 hereof.

If any provision of this Agreement shall, for any reason, be held to violate any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate any other provisions in this Agreement, which other provisions shall remain in full force and effect unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be canceled.

IN WITNESS WHEREOF, the Parties have caused this Telesales Channel Agreement to be executed by their duly authorized representatives as of the Effective Date.

Liberty Power Holdings LLC

Signature: _____

Name: _____

Title: _____

Date: _____

SUNCOM Energy Inc.

(Telesales Channel)

Signature: Steven Saiz

Name: Steven Saiz

Title: CEO & President

Date: 3-17-2010



Liberty

TELESALES CHANNEL AGREEMENT**SCHEDULE 1****Dual Compensation Structure****1. Commission Basis**

- (a) **Daily Pricing Commission Baseline** - For each Acquired Customer procured as a direct result of Telesales Channel's efforts and based upon Retailer's Daily Pricing, Retailer agrees to pay Telesales Channel one hundred percent (100%) of a commission of four mils (\$.004) multiplied by the Acquired Customer's actual kWh electricity usage as described in Section 2 of this Schedule.
- (b) **Custom Pricing Commission Baseline** - For each Acquired Customer procured as a direct result of Telesales Channel's efforts based upon Retailer's custom pricing, Retailer agrees to pay Telesales Channel one hundred percent (100%) of a commission of four mils (\$.004) multiplied by the actual kWh electricity usage of the Acquired Customer during the applicable monthly billing cycle.

2. Calculation Basis and Timing of Payment

- (a) **Payment of Commissions for Daily Pricing Transactions** - For each Acquired Customer procured as a direct result of Telesales Channel's efforts based on Daily Pricing, Telesales Channel will be paid per the following timeline:
 - I. For a one (1) to twelve (12) month customer contract, Telesales Channel will receive full payment within fifteen (15) business days following the Flow Start Date with respect to an Acquired Customer.
 - II. For a customer contract greater than twelve (12) months, Telesales Channel will receive the lump sum commission payment for the first twelve (12) months of the contract term within fifteen (15) business days following the Flow Start Date with respect to an Acquired Customer. Any commission payment for the remaining months of the contract term will be made monthly consistent with the timing of custom priced transactions as described below.
- (b) **Payment of Commissions For Custom Pricing Transactions** - For each Acquired Customer procured as a direct result of Telesales Channel's efforts based on Retailer's custom pricing, and for each monthly customer billing cycle during the term of such Acquired Customer's contract with Retailer, Retailer agrees to pay Telesales Channel the applicable monthly commission as set forth above, multiplied by the actual kWh electricity usage of the Acquired Customer during the applicable monthly billing cycle. In the event that Acquired Customer fails to pay for any given invoiced period for which Telesales Channel has received a commission payment, such commission payment will be charged back consistent with this Agreement.

The commission payment shall be due to Telesales Channel on or before the twentieth (20th) of the calendar month immediately following the month in which Retailer has received the meter reading for such Acquired Customer's applicable monthly billing cycle of service. Should the twentieth (20th) fall on a weekend or federal holiday, commission payment shall be due the immediately preceding business day.

(c) Timing of Renewed Customer (aka "Residual") Payment

- I. Retailer will make reasonable efforts to provide Telesales Channel with a renewal reminder within sixty (60) days prior to the end of an Acquired Customer's contract term to facilitate Telesales Channel's renewal of customer.
- II. Whether Retailer provides the notice specified above or not, if within thirty (30) days of the end of the term of an Acquired Customer's contract, the Telesales Channel fails to renew such customer's contract, Retailer may contact customer and renew customer contract independently of Telesales Channel, without any obligation to pay a renewal commission to the Telesales Channel.

3. Commission Adjustments

- (a) **Early Customer Termination** - In the event that an Acquired Customer terminates service with Retailer or otherwise breaches its contract with Retailer during the term of its contract with Retailer ("Customer Default"), Retailer shall only be obligated to pay Telesales Channel a commission for each monthly billing cycle (or portion thereof) that the Acquired Customer was actually served by Retailer and for which Retailer has received full payment from the Acquired Customer. Retailer shall be entitled hereunder to obtain a Refund from Telesales Channel for any commissions advanced for any monthly billing cycle for which full payment has not been received.
- (b) **Commission Reimbursement (Charge-backs)** - Telesales Channel agrees to repay Retailer for any Customer Default, according to the following calculation:

Contract kWh Usage Remaining on Contract Term x Commission/KWh = Refund

In the event that Telesales Channel owes Retailer a Refund pursuant to this Agreement, the Refund shall be paid to Retailer within the earlier of thirty (30) days from the date of such Customer Default, or as set off by Retailer against commission payments due to Telesales Channel after Customer Default. In the event no further commission payments are due hereunder, Telesales Channel will pay Retailer the Refund amount within five (5) business days notice thereof. The obligation of Telesales Channel to pay a Refund to Retailer shall survive any termination of this Agreement whether by its terms, or through any termination by Telesales Channel or Retailer, as the case may be.

(c) Commission Payment Challenge by Telesales Channel

- I. Telesales Channel agrees to identify any commission payment (or omission of payment) discrepancies via email within the lesser of sixty (60) calendar days after the disputed commission payment was issued, or sixty (60) calendar days after the disputed commission payment was due, and Retailer agrees to reconcile the disputed payment within thirty (30) calendar days after notification of any alleged discrepancy, so that any agreed upon adjustment

based upon a Telesales Channel challenge is made within fifteen (15) calendar days of an agreed upon resolution of the claimed discrepancy.

- II. Retailer and Telesales Channel therefore agree that Retailer has no obligation to reconcile or honor any commission dispute that is identified more than sixty (60) calendar days after the date the disputed or omitted payment was made or was due.

(d) **Termination of Commission Payments** - Payment of any and all commission(s) with respect to an Acquired Customer pursuant to the Agreement shall terminate upon the earlier of:

- I. Retailer's payment of all commission payments for (i) each monthly or lump sum billing owed to Telesales Channel and corresponding to the initial term of service of an Acquired Customer pursuant to its contract with Retailer, and (ii) any monthly or lump sum billing owed to Telesales Channel and corresponding to any renewal term entered into pursuant to a new contract with Retailer, or amendment of the prior contract with Retailer, which in each case an Acquired Customer enters into directly as a result of the efforts of Telesales Channel (excluding any monthly billing cycles pursuant to any automatic renewal provisions set forth in the contract with Retailer);
- II. The Acquired Customer's Termination of Service, subject to the provisions of this Schedule; or
- III. Retailer's termination of this Agreement for Telesales Channel's breach of its obligations hereunder, provided, however, that in the event that Retailer terminates this Agreement, Telesales Channel shall be entitled to any commissions as they are owed for Acquired Customers represented by Telesales Channel and under contract with Retailer prior to the termination of this Agreement (but excluding any obligation of Retailer to pay Telesales Channel any commissions pertaining to an Acquired Customer's renewal term which term commences subsequent to the termination of this Agreement).

4. Applicable Markets

- (a) The Applicable Markets are

EXHIBIT C-5

Forecasted Financial Statement

SUNCOM ENERGY, INC. – 2 YEAR FORECASTED INCOME STATEMENT

	<u>Jan - Dec 10</u>	<u>Jan - Dec 11</u>	<u>Projection Year 1</u>	<u>Projection Year 2</u>
Ordinary Income/Expense				
Income				
Commission Income	<u>176,525.59</u>	<u>496,936.30</u>	<u>546,629.93</u>	<u>612,225.52</u>
Total Income	<u>176,525.59</u>	<u>496,936.30</u>	<u>546,629.93</u>	<u>612,225.52</u>
Cost of Goods Sold				
Subcontracted Services	<u>109,898.97</u>	<u>370,766.04</u>	<u>355,309.45</u>	<u>385,702.08</u>
Total COGS	<u>109,898.97</u>	<u>370,766.04</u>	<u>355,309.45</u>	<u>385,702.08</u>
Gross Profit	66,626.62	126,170.26	191,320.48	226,523.44
Expense				
Accounting	0.00	2,601.00	4,373.04	5,510.03
Advertising and Promotion	100.00	2,051.11	5,466.30	9,183.38
Automobile Expense	13,182.35	14,334.35	14,000.00	14,000.00
Bank Service Charges	248.69	627.31	819.94	918.34
Computer and Internet Expenses	735.84	721.23	819.94	1,040.78
Consulting	0.00	20,000.00	10,000.00	10,000.00
Dues and Subscriptions	645.00	1,129.88	1,093.26	1,224.45
Equipment Rental	451.40	0.00	273.31	306.11
Fees & Licenses	987.50	890.99	2,186.52	3,061.13
Gifts	212.92	0.00	546.63	612.23
Interest Expense	100.34	169.97	546.63	918.34
Janitorial Expense	2,939.44	0.00	1,000.00	1,000.00
Leads	259.98	0.00	2,733.15	4,897.80
Meals and Entertainment	13,603.12	5,968.80	6,000.00	6,000.00
Office Expense	7,253.22	7,005.35	13,665.75	16,836.20
Payroll Expenses	0.00	0.00	40,000.00	45,000.00
Parking & Tolls	0.00	53.00	100.00	150.00
Postage and Delivery	774.08	294.81	1,639.89	2,448.90
Printing and Reproduction	0.00	152.46	655.96	918.34
Professional Development	493.16	262.19	710.62	979.56
Professional Fees	4,023.75	0.00	3,826.41	4,897.80
Repairs & Maintenance	1,583.92	2,973.53	3,279.78	4,285.58
Telephone Expense	5,143.99	7,574.77	12,025.86	18,366.77
Travel	3,044.53	2,360.93	4,373.04	4,897.80
Utilities	0.00	1,202.82	1,500.00	1,500.00
Web Hosting	4,746.00	649.96	4,000.00	4,000.00
Website Expenses	<u>2,524.71</u>	<u>1,121.79</u>	<u>2,000.00</u>	<u>3,000.00</u>
Total Expense	<u>63,053.94</u>	<u>72,146.25</u>	<u>137,636.03</u>	<u>165,953.55</u>
Net Ordinary Income	3,572.68	54,024.01	53,684.44	60,569.89
Other Income/Expense				
Other Expense				
Health Insurance	<u>0.00</u>	<u>7,466.00</u>	<u>8,212.60</u>	<u>9,444.49</u>
Total Other Expense	<u>0.00</u>	<u>7,466.00</u>	<u>8,212.60</u>	<u>9,444.49</u>
Net Other Income	<u>0.00</u>	<u>-7,466.00</u>	<u>-8,212.60</u>	<u>-9,444.49</u>
Net Income	<u>3,572.68</u>	<u>46,558.01</u>	<u>45,471.84</u>	<u>51,125.40</u>

SUNCOM ENERGY, INC. – 2 YEAR FORECASTED BALANCE SHEET

	<u>Dec 31, 11</u>	<u>Projection Year 1</u>	<u>Projection Year 2</u>
ASSETS			
Current Assets			
Checking/Savings			
Checking at HSBC Bank USA	16,382.73	32,668.04	55,793.44
Total Checking/Savings	<u>16,382.73</u>	<u>32,668.04</u>	<u>55,793.44</u>
Total Current Assets	<u>16,382.73</u>	<u>32,668.04</u>	<u>55,793.44</u>
TOTAL ASSETS	<u>16,382.73</u>	<u>32,668.04</u>	<u>55,793.44</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Credit Cards			
Amex Ending 82005	1,414.22	2,000.00	3,000.00
Amex Ending 82007	1,772.31	2,000.00	3,000.00
Total Credit Cards	<u>3,186.53</u>	<u>4,000.00</u>	<u>6,000.00</u>
Total Current Liabilities	<u>3,186.53</u>	<u>4,000.00</u>	<u>6,000.00</u>
Total Liabilities	3,186.53	4,000.00	6,000.00
Equity			
Retained Earnings	3,466.99	13,196.20	28,668.04
Shareholder Distributions	-36,828.80	-30,000.00	-30,000.00
Net Income	46,558.01	45,471.84	51,125.40
Total Equity	<u>13,196.20</u>	<u>28,668.04</u>	<u>49,793.44</u>
TOTAL LIABILITIES & EQUITY	<u>16,382.73</u>	<u>32,668.04</u>	<u>55,793.44</u>

SUNCOM ENERGY, INC. – 2 YEAR FORECASTED CASH FLOW STATEMENT

	<u>Jan - Dec 11</u>	<u>Projection Year 1</u>	<u>Projection Year 2</u>
OPERATING ACTIVITIES			
Net Income	46,558.01	45,471.84	51,125.40
Adjustments to reconcile Net Income to net cash provided by operations:			
Amex Ending 82005	-1,377.63	585.78	1,000.00
Amex Ending 82007	-2,185.45	227.69	1,000.00
Net cash provided by Operating Activities	<u>42,994.93</u>	<u>46,285.31</u>	<u>53,125.40</u>
INVESTING ACTIVITIES			
Loan to Shareholders	<u>7,602.72</u>	<u>0.00</u>	<u>0.00</u>
Net cash provided by Investing Activities	<u>7,602.72</u>	<u>0.00</u>	<u>0.00</u>
FINANCING ACTIVITIES			
Shareholder Distributions: Janelle	-18,414.40	-15,000.00	-15,000.00
Shareholder Distributions: Steve	-18,414.40	-15,000.00	-15,000.00
Net cash provided by Financing Activities	<u>-36,828.80</u>	<u>-30,000.00</u>	<u>-30,000.00</u>
 Net cash increase for period	 13,768.85	 16,285.31	 23,125.40
 Cash at beginning of period	 <u>2,613.88</u>	 <u>16,382.73</u>	 <u>32,668.04</u>
Cash at end of period	<u>16,382.73</u>	<u>32,668.04</u>	<u>55,793.44</u>

SUNCOM ENERGY, INC. – 2 YEAR FORECASTED FINANCIAL STATEMENT ASSUMPTIONS

Income Statement

Suncom Energy, Inc.'s revenues saw an immense increase in 2011 due to the company expanding into other markets as well as contracting with new sales centers. The company does not expect to see that type of growth moving forward, and estimates revenues to increase somewhere between 10 – 15% in each of the next two years. As part of the ongoing business operations sales centers are consistently monitored to evaluate performance, and all nonperforming sales centers will be phased out, thus reducing the cost of sales. The company expects to get the cost of sales down to the low sixty percentile by the end of the second projection year. Officer salaries will also be paid out in both projection years, as was not the case in 2010 and 2011. Salaries of approximately 40K will be paid in Projection Year 1 and 45K in Projection Year 2. All other indirect costs of the business were projected using a percent of sales approach.

Balance Sheet

The company leases its vehicles and all computer hardware has been fully depreciated, thus the only assets of the company is the cash in the bank. Suncom Energy, Inc. does use credit (American Express Business Cards) to make purchases and these are the only liabilities the company expects to incur in the forecasted years.

Cash Flow Statement

The forecasted cash flow statement is pretty straightforward and includes distributions paid to shareholders of \$30,000 both in Projection Year 1 and Projection Year 2. The only other items that directly affect the forecasted cash flow statement are the American Express Card balances, and these balances are always kept low as the cards are paid-off in full each month.

Preparer:

John P. Kubinec
2641 E. Atlantic Blvd, Suite 202
Pompano Beach, FL 33062
Email: john@pciaccounting.com
Tel: 954-933-2893

EXHIBIT C-6

Credit Rating



Report

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Search inquiry: Suncom Energy, Inc / Undefined / FL

BizVerifySM Report

as of: 05/24/12 12:06 ET

Suncom Energy Inc

Address: 1410 NE 26th Ave
FT Lauderdale, FL 33304-1518
United States

Experian BIN: 960573193

Experian File Established: October 2010
Experian Years on File: 2 Years
Years in Business: More than 2 Years

This location does not yet have an estimated Days Beyond Terms (DBT), or a Payment Trend Indicator. This is often the result of too few Payment Tradelines.

✓ Bankruptcies:	0
✓ Liens:	0
✓ Judgments Filed:	0
✓ Collections:	0

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Suncom Energy Inc.
DUNS: 07-853-6854
Credit Information
Risk Summary
Risk of Late Payment

Risk of late payment is based on the following prioritized factors in addition to other information in D&B's files:

- No payment experiences.

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.

Payment Performance Trend

The payment performance trend for this company is Unavailable . Payment Trend currently is Unavailable compared to payments three months ago. The most recent payment information in D&B's files is:

- Industry average: GENERALLY WITHIN terms

*Note: Payments to suppliers are averaged weighted by dollar amounts.

Credit Limit Recommendation

Recommendation Date:

07/26/2012

Risk Category

Moderate

Conservative Credit Limit

\$750

Agressive Credit Limit

\$2.5K

Company Profile

Chief Executive: NA

Type of Business:

DOMESTIC CORPORATION

Years in Business:

NA

Annual Sales:

NA

Employees Total:

NA

Line of Business:

Management consulting services

Legal Filings and Other Important Information

Bankruptcies:

None

Judgements:

0

Liens:

0

Suites:

None

Suits Amounts:

None

Negative Payment Experience:

None

Negative Payment Experience

Amount:

None

Payments Placed for Collection:

None

The public record items reported may have been paid, terminated, vacated or released prior to the date this data is transmitted.

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Special Events

We currently do have any information to be displayed for this business.

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Payment Trends

Summary

- 1410 Ne 26th Ave

Fort Lauderdale, FL 33304

- **Primary Industry SIC:**

8742

- **Description:**

Management consulting services

This is a **single** location.

Payment Activity

Total payment Experiences in D&Bs File:

NA

Payments Within Terms:

(not dollar weighted)

NA

Total Placed For Collection:

NA

Average Highest Credit:

NA

Largest High Credit:

NA

Highest Now Owing:

NA

Indications of slowness can be the result of dispute over merchandise, skipped invoices, etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Paydex[®]

Score Not Available

We are unable to display a Paydex for this company. Please call 800-333-0505 for more information.

Score Not Available

We are unable to display a Paydex for this company. Please call 800-333-0505 for more information.

Paydex[®] Trends - This Company, 12 Months

- This Company (0)

Based on payments collected over the last 12 months.

- Current PAYDEX for this Business is 0

Paydex[®] Score Comparison - This Company to Primary Industry Comparison, 4 Quarters

- My Company (0)
- Industry Median (80)
- Industry Upper Quartile (80)
- Industry Median (73)

Based on payments collected over the last 4 quarters.

- Current PAYDEX for this Business is 80 , or equal to GENERALLY WITHIN terms
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Business Payment Habit by Amount of Credit Extended, 12 Months

We currently do not have enough details of this company to display in this section.

How to Read the D&B Paydex[®] Score
Score
Payment Habit

Risk Interpretation

- 80 - 100
LOW risk of late payment

(averages prompt to 30 days within terms)
- 50 - 79
MEDIUM risk of late payment

(averages 30 or less beyond terms)
- 0 - 49
HIGH risk of late payment

(averages 30 to 120 days beyond terms)
- © Dun & Bradstreet Credibility Corp., 2010 - 11.

EXHIBIT C-7

Credit Report



Report

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Search inquiry: Suncom Energy, Inc / Undefined / FL

BizVerifySM Report

as of: 05/24/12 12:06 ET

Suncom Energy Inc

Address: 1410 NE 26th Ave
FT Lauderdale, FL 33304-1518
United States

Experian File Established: October 2010
Experian Years on File: 2 Years
Years in Business: More than 2 Years

Experian BiN: 960573193

This location does not yet have an estimated Days Beyond
Terms (DBT), or a Payment Trend Indicator. This is often the
result of too few Payment Tradelines.

✓ Bankruptcies:	0
✓ Liens:	0
✓ Judgments Filed:	0
✓ Collections:	0

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Suncom Energy Inc.
DUNS: 07-853-6854
Credit Information
Risk Summary
Risk of Late Payment

Risk of late payment is based on the following prioritized factors in addition to other information in D&B's files:

- No payment experiences.

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.

Payment Performance Trend

The payment performance trend for this company is Unavailable . Payment Trend currently is Unavailable compared to payments three months ago. The most recent payment information in D&B's files is:

- Industry average: GENERALLY WITHIN terms

*Note: Payments to suppliers are averaged weighted by dollar amounts.

Credit Limit Recommendation

Recommendation Date:

07/26/2012

Risk Category

Moderate

Conservative Credit Limit

\$750

Agressive Credit Limit

\$2.5K

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Management consulting services

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Bankruptcies:

None

Judgements:

0

Liens:

0

Suits:

None

Suits Amounts:

None

Negative Payment Experience:

None

Negative Payment Experience

Amount:

None

Payments Placed for Collection:

None

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Special Events

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Payment Trends

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8742

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Payments Within Terms:

(not dollar weighted)

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Total Placed For Collection:

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Average Highest Credit:

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Largest High Credit:

NA

Highest Now Owing:

NA

Indications of slowness can be the result of dispute over merchandise, skipped invoices, etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Paydex[®]

Score Not Available

We are unable to display a Paydex for this company. Please call 800-333-0505 for more information.

Score Not Available

We are unable to display a Paydex for this company. Please call 800-333-0505 for more information.

Paydex[®] Trends - This Company, 12 Months

- This Company (0)

Based on payments collected over the last 12 months.

- Current PAYDEX for this Business is 0

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- My Company (0)
- Industry Median (80)
- Industry Upper Quartile (80)
- Industry Median (73)

Based on payments collected over the last 4 quarters.

- Current PAYDEX for this Business is 80 , or equal to GENERALLY WITHIN terms
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Business Payment Habit by Amount of Credit Extended, 12 Months

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How to Read the D&B Paydex[®] Score
Score
Payment Habit

Risk Interpretation

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(averages prompt to 30 days within terms)
- 50 - 79
MEDIUM risk of late payment

(averages 30 or less beyond terms)
- 0 - 49
HIGH risk of late payment

(averages 30 to 120 days beyond terms)
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EXHIBIT C-8

Bankruptcy Information

Suncom Energy, Inc. and its affiliates have not had any reorganizations, protection from creditors, or any other form of bankruptcy filings. The two officers of the company, Steven Saiz and Janelle Churilla, also have not had any protection from creditors, or any other form of bankruptcy filings. Furthermore, the corporation does not have any subsidiary companies or a parent company.