



**Public Utilities
Commission**

PUCO USE ONLY		
Date Received	Case Number	Version
	- EL-AGG	December 2014

15-1293-EL-AGG

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 Texas Energy Options, Inc.
Address 3350 Highway 6 South, Suite 404 Sugar Land, TX 77478
Telephone # (281) 242-0655 Web site address (if any) www.txenergyoptions.com

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

Legal Name Texas Energy Options, Inc.
Address 33350 Highway 6 South, Suite 404 Sugar Land, TX 77478
Telephone # (281) 242-0655 Web site address (if any) jay@txenergyoptions.com

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

Texas Energy Options, Inc.

A-4 Contact person for regulatory or emergency matters

Name Jay Reeves Ferry
Title President

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.
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Business address 3350 Hwy 6 South, Suite 404 Sugar Land, TX 77478
Telephone # (281) 242-0655 Fax # (866) 317-9302
E-mail address (if any) jay@txenergyoptions.com

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

Name Jay Reeves Ferry
Title President
Business address 3350 Hwy 6 South, Suite 404 Sugar Land, TX 77478
Telephone # (281) 242-0655 Fax # (866) 317-9302
E-mail address (if any) jay@txenergyoptions.com

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

Customer Service address 3350 Hwy 6 South, Suite 404 Sugar Land, TX 77478
Toll-free Telephone # (866) 317-9302 Fax # (822) 317-9302
E-mail address (if any) jay@txenergyoptions.com

A-7 Applicant's federal employer identification number # 94417647

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 _____ |

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

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

June 15, 2015

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.
- 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.

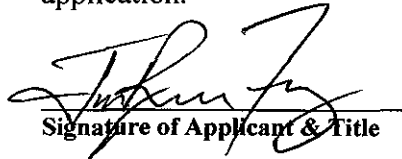
C. APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

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 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.

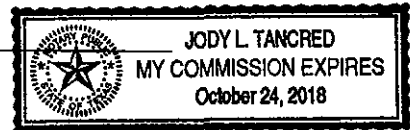

Signature of Applicant & Title

Sworn and subscribed before me this 8th day of July, 2015
Month Year


Signature of official administering oath

Jody L. Tancred
Print Name and Title

My commission expires on _____



AFFIDAVIT

State of TEXAS :

SUGAR LAND

^{ss.}
(Town)

County of FT. BEND :

Jay Reeves Ferry, Affiant, being duly sworn/affirmed according to law, deposes and says that:

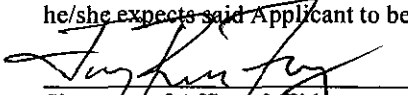
He/She is the President (Office of Affiant) of Texas Energy Options, Inc (Name of Applicant);

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.

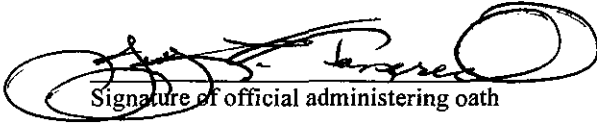
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.



Signature of Affiant & Title

Jay Reeves Ferry, President

Sworn and subscribed before me this 8TH day of July, 2015
Month Year



Signature of official administering oath

Jody L. Tancred
Print Name and Title

My commission expires on

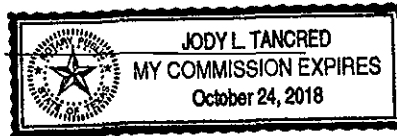


Exhibit A-11
Principal Officers, Directors & Partners

Jay Reeves Ferry, PhD
President
Texas Energy Options, Inc.
3350 Highway 6 South, Suite 404
Sugar Land, Texas 77478
(281) 242-0655
jay@txenergyoptions.com

Exhibit A-12
Corporate Structure

Texas Energy Options, Inc. is a corporation. The company is registered in the State of Texas (Filing Date: 11/27/200 & Filing #: 800030538)

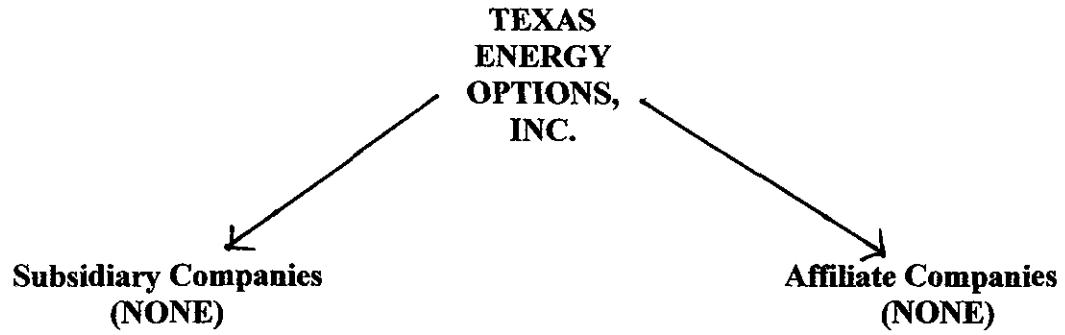
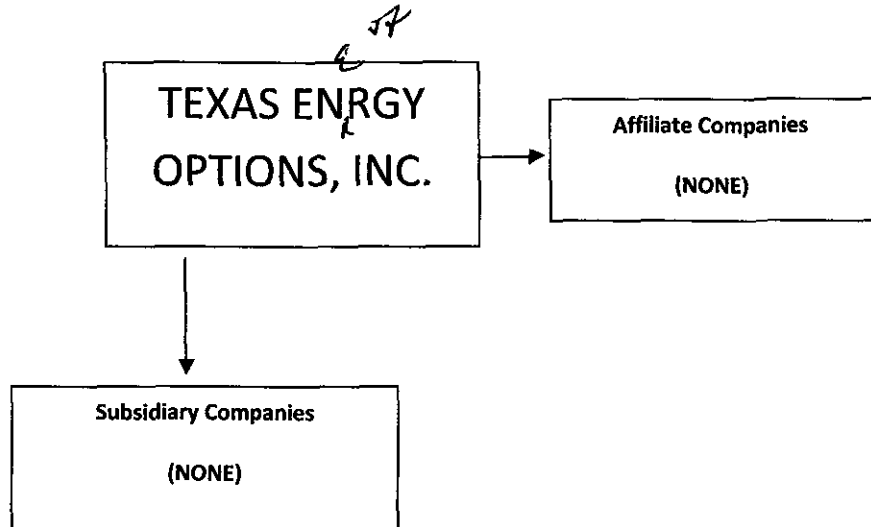


Exhibit A-12
Corporate Structure

Texas Energy Options, Inc. is a corporation. The company is registered in the State of Texas (Filing Date: 11/27/200 & Filing #: 800030538)



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on DIAGRAM

Exhibit A-13
Company History

Texas Energy Options, Inc.
Background & History

Texas Energy Options, Inc. (TEO) was formed at the end of 2001 in anticipation of the deregulation of electric utilities and transition to open electric markets in the State of Texas. Electricity deregulation and open electric markets in the State of Texas were effective January 1, 2002.

TEO presently represents over 750 commercial sites in 22 states (deregulated and regulated), consuming over 70 megawatts of demand on 1 billion annual kW hours of consumption. The client base is diverse, from governmental to industrial, large commercial to small retail. Clients are generally multi-year, maintaining TEO as their representative over the long term. While the near term decisions are bid oriented, the longer term concerns include budget maintenance, the identification of performance issues and the introduction of new concerns and opportunities such as power factor penalties and demand response programs.

TEO manages the selection process for approximately 1 billion kW hours each year. Each client has its own risk tolerance, its own load shape and its own budget concerns. We help our clients choose the provider that meets their objectives so they pay the right amount, better manage what they consume, and minimize the transmission tariffs and tax paid.

Exhibit A-14
Articles of Incorporation and Bylaws

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Geoffrey S. Connor
Assistant Secretary of State

Office of the Secretary of State

**CERTIFICATE OF INCORPORATION
OF**

Texas Energy Options, Inc.
Filing Number: 800030538

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 11/27/2001

Effective: 11/27/2001

A handwritten signature of Geoffrey S. Connor in black ink.

Geoffrey S. Connor
Assistant Secretary of State

PHONE(512) 463-5555 Come visit us on the internet at <http://www.sos.state.tx.us>
Prepared by: Mary Ann Conkel FAX(512) 463-5709

TTY7-1-1

ARTICLES OF INCORPORATION

OF

Texas Energy Options, Inc.

ARTICLE ONE

The name of the corporation is Texas Energy Options, Inc..

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the corporation shall have authority to issue is one thousand (1,000) shares of the par value of One Dollar (\$1.00) each.

ARTICLE FIVE

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of not less than One Thousand Dollars (\$1,000.00).

ARTICLE SIX

The street address of its initial registered office is 3330 North Briarpark Lane, Sugar Land, Texas, 77479 and the name of its initial registered agent at such address is Dr. Jay Reeves Ferry.

ARTICLE SEVEN

The number of directors constituting the initial board of directors is one and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of the shareholders or until their successors are elected and qualified are:

Name	Address
Dr. Jay Reeves Ferry	3330 North Briarpark Lane Sugar Land, Texas 77479

ARTICLE EIGHT

The name and address of the incorporator is:

Name

Address

Dr. Jay Reeves Perry

3330 North Briarpark Lane
Sugar Land, Texas 77479

 , Incorporator

Bylaws of

Texas Energy Options, Inc.

Article I

Offices

Section 1.1 Principal Office. The principal office of Texas Energy Options, Inc., a Texas corporation (the "Company") incorporated in accordance with the Texas Business Corporations Act, as amended (the "Act"), on November 27, 2001, shall be located in the State of Texas.

Section 1.2 Registered Office. The Company's registered office to be maintained in the State of Texas may be, but need not be, identical with the principal office of the Company, and the address of the registered office may be changed from time to time by the Board of Directors of the Company.

Section 1.3 Other Offices. The Company may also have offices at such other places, both within and without the State of Texas, as the Board of Directors may from time to time determine or the business of the Company may require.

Article II

Meetings of Shareholders

Section 2.1 Place of Meetings. The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual or special meeting of the shareholders called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Texas, as the place for the holding of such meeting. If no designation is made, meetings shall be held at the principal office of the Company.

Section 2.2 Annual Meeting. The annual meeting of shareholders shall be held at such time, on such day, and at such place as may be designated by the Board of Directors, at which time the shareholders shall elect the members of the Board of Directors and transact such other business as may properly be brought before the meeting. The business to be transacted at all annual meetings shall be confined to the purpose or purposes stated in the notice of the meeting.

Section 2.3 Special Meetings. Special meetings of the shareholders for any purpose or purposes, unless otherwise prescribed by law or by the Company's Articles of Incorporation, as amended from time to time (the "Articles"), may be called by the President, the Board of Directors, or the holders of ten percent (10%) or more of all of the shares entitled to vote at the meeting. The business to be transacted at all special meetings shall be confined to the purpose or purposes stated in the notice of the meeting.

Section 2.4 Notice of Meetings.

Written or printed notice of all meetings of shareholders stating the place, day, and hour thereof, and the purpose or purposes for which the meeting is called, shall be personally delivered or mailed, not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting, to each shareholder entitled to vote at such meeting. If mailed, the notice shall be deemed delivered when deposited in the United States mail addressed to the shareholder at his or her address as it appears on the share transfer records of the Company, with postage thereon prepaid. Delivery of any such notice to any officer of a corporation or association, or to

any member of a partnership, shall constitute delivery of such notice to such corporation, association, or partnership.

Any notice required to be given to any shareholder, under any provision of the Act or the Company's Articles or Bylaws, need not be given to the shareholder if (i) notice of two consecutive annual meetings and all notices of meetings held during the period between those annual meetings, if any, or (ii) all (but in no event less than two) payments (if sent by first class mail) of distributions of interest or dividends on securities during a twelve (12) month period have been mailed to that person, addressed at his or her address as shown on the share transfer records of the Company, and have been returned undeliverable. Any action or meeting taken or held without notice to such a person shall have the same force and effect as if the notice had been duly given and, if the action taken by the Company is reflected in any articles or document filed with the Secretary of State of the State of Texas, those articles or that document may state that notice was duly given to all persons to whom notice was required to be given. If such person delivers to the Company a written notice setting forth his or her then current address, the requirement that notice be given to that person shall be reinstated.

Section 2.5 Voting Lists. The officer or agent having charge of the share transfer records of the Company shall make, at least ten (10) days before each meeting of the shareholders, a complete list of shareholders entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each and the number of shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office or principal place of business of the Company and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder for the duration of the meeting. The original share transfer records shall be prima facie evidence as to who are the shareholders entitled to examine such list or share transfer records or to vote at any meeting of shareholders. Failure to comply with this Section 2.5 with respect to any meeting of shareholders shall not affect the validity of any action taken at such meeting.

Section 2.6 Quorum. A quorum shall be present at a meeting of shareholders if the holders of a majority of the shares entitled to vote are represented at the meeting, in person or by proxy, unless otherwise provided by the Articles. Unless otherwise provided in the Articles or these Bylaws, once a quorum is present at a meeting of shareholders, the shareholders represented in person or by proxy at the meeting may conduct such business as may be properly brought before the meeting until it is adjourned, and the subsequent withdrawal from the meeting of any shareholder or the refusal of any shareholder represented in person or by proxy to vote shall not affect the presence of a quorum at the meeting. Unless otherwise provided in the Articles or these Bylaws, the shareholders represented in person or by proxy at a meeting of shareholders at which a quorum is not present may adjourn the meeting until such time and to such place as may be determined by a vote of the holders of a majority of the shares represented in person or by proxy at that meeting.

Section 2.7 Organization.

The President shall preside at all meetings of the shareholders. In the absence of the President, the Vice President shall preside. In the absence of both the President and the Vice President, any shareholder or the duly appointed proxy of any shareholder may call the meeting to order and a chairman shall be elected from among the shareholders present.

The Secretary of the Company shall act as secretary at all meetings of the shareholders. In his or her absence, an Assistant Secretary shall so act, and in the absence of these officers, the presiding officer may appoint any person to act as secretary of the meeting.

Section 2.8 Proxies. At any meeting of the shareholders, every shareholder entitled to vote at such meeting shall be entitled to vote in person or by proxy executed in writing by such shareholder or by his or her duly authorized attorney-in-fact. A telegram, telex, cablegram, or similar transmission by the shareholder, or a photographic, photostatic, facsimile, or similar reproduction of a writing executed by the shareholder, shall be

treated as an execution in writing for purposes of this Section 2.8. Proxies shall be filed with the Secretary immediately after the meeting has been called to order. No proxy shall be valid after eleven (11) months from the date of its execution unless such proxy otherwise provides. Each proxy shall be revocable before it has been voted unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest, including the appointment as proxy of (i) a pledgee, (ii) a person who purchased or agreed to purchase, or owns or holds an option to purchase, the shares, (iii) a creditor of the Company who extended it credit under terms requiring the appointment, (iv) an employee of the Company whose employment contract requires the appointment, or (v) a party to a voting agreement created under the Act. An irrevocable proxy, if noted conspicuously on the certificate representing the shares that are subject to the irrevocable proxy, shall be recognized as against the holder of the shares or any successor or transferee of the shares. A revocable proxy shall be deemed to have been revoked if the Secretary of the Company shall have received at or before the meeting instructions of revocation or a proxy bearing a later date, which instructions or later dated proxy shall have been duly executed and dated in writing by the shareholder. In the event that any instrument in writing shall designate two (2) or more persons to act as proxies, a majority of such persons present at the meeting or, if only one shall be present, then that one, shall have and may exercise all of the powers conferred by such written instrument upon all the persons so designated, unless the instrument shall otherwise provide.

Section 2.9 Voting of Shares. Except as otherwise provided by the Act and the Articles and subject to Section 6.5 of these Bylaws, each shareholder shall be entitled at each meeting of shareholders to one (1) vote on each matter submitted to a vote at such meeting for each share having voting rights registered in his or her name on the share transfer records of the Company. When a quorum is present at any meeting of shareholders (and notwithstanding the subsequent withdrawal of enough shareholders to leave less than a quorum present) and except as otherwise provided in the Act or the Articles, (i) with respect to any matter other than the election of directors or a matter for which the affirmative vote of the holders of a specified portion of the shares entitled to vote is required by the Act, the act of shareholders shall be the affirmative vote of a majority of the shares entitled to vote on, and voted for or against, that matter at a meeting of shareholders at which a quorum is present and (ii) with respect to any matter for which the affirmative vote of the holders of a specified portion of the shares entitled to vote is required by the Act, the act of the shareholders on that matter shall be the affirmative vote of the holders of a majority of the shares entitled to vote on that matter rather than the affirmative vote of a specified portion of shares as otherwise required by the Act.

Section 2.10 Voting of Shares by Certain Holders. Shares standing in the name of another corporation may be voted by such officer, agent, or proxy as the bylaws of such corporation may authorize or, in the absence of such authorization, as the board of directors of such corporation may determine. Shares held by an administrator, executor, guardian, or conservator may be voted by such person so long as such shares forming a part of an estate are in the possession and form a part of the estate being served by him or her, either in person or by proxy, without a transfer of such shares into his or her name. Shares standing in the name of a trustee may be voted by the trustee, either in person or by proxy, but no trustee shall be entitled to vote shares held by the trustee without a transfer of such shares into his or her name as trustee. Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into the receiver's name if authority to do so be contained in an appropriate order of the court by which such receiver was appointed. A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred. Shares of the Company's stock (i) owned by the Company itself, (ii) owned by another corporation, the majority of the voting stock of which is owned or controlled by the Company, or (iii) held by the Company in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time.

Section 2.11 Election of Directors. At each election of directors, each shareholder entitled to vote at such election shall, unless otherwise provided by the Articles or by the Act, have the right to vote the number of shares owned by him or her for as many persons as there are to be elected and for whose election he or she has a

right to vote. Unless otherwise provided by the Articles, no shareholder shall have the right or be permitted to cumulate his or her votes on any basis.

Section 2.12 Telephone Meetings. Shareholders may participate in and hold a meeting of the shareholders by means of conference telephone or similar communications equipment, provided all persons participating in the meeting can hear each other and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 2.13 Action Without Meeting. Any action required by the Act or the Articles to be taken at any annual or special meeting of the shareholders, or any action which may be taken at any annual or special meeting of the shareholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of all the shares entitled to vote with respect to the action that is the subject of the consent unless otherwise provided in the Articles. Every written consent shall bear the date of signature of each shareholder. No written consent shall be effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Company in the manner required by this Section, a consent or consents signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take the action that is the subject of the consent are delivered to the Company by delivery to its registered office, its principal place of business, or an officer or agent of the Company having custody of the books in which proceedings of meetings of shareholders are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Company's principal place of business shall be addressed to the President or principal executive officer of the Company. A telegram, telex, cablegram, or similar transmission by a shareholder, or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a shareholder, shall be regarded as signed by the shareholder for purposes of this Section.

Article III **The Board of Directors**

Section 3.1 Number and Qualification. The Board of Directors shall be composed of not less than one (1) nor more than five (5) members who shall be elected annually by the shareholders. Subject to any limitations specified by the Act or in the Articles, the number of directors may be increased or decreased by resolution adopted by a majority of the Board of Directors. No decrease in the number of directors shall have the effect of shortening the term of any incumbent director. Directors need not be residents of the State of Texas or shareholders of the Company.

Section 3.2 Election and Term of Office. The directors shall be elected at the annual meeting of the shareholders (except as provided in Sections 3.4 and 3.5) by the holders of shares entitled to vote in the election of directors. Unless otherwise provided in the Articles, each director elected shall hold office until his or her successor shall have been elected and qualified, or until his or her death, resignation, or removal in the manner hereinafter provided.

Section 3.3 Resignation. Any director may resign at any time by giving written notice to the President or Secretary. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.4 Removal. At any special meeting of the shareholders called expressly for that purpose, any director or directors, including the entire Board of Directors, may be removed, with or without cause, and another person or persons may be elected to serve for the remainder of his, her, or their term by a vote of the holders of a majority of all shares outstanding and entitled to vote at an election of directors. In case any vacancy so created shall not be filled by the shareholders at such meeting, such vacancy may be filled by the Board of Directors as provided in Section 3.5.

Section 3.5 Vacancies. Any vacancy occurring in the Board of Directors (except by reason of an increase in the number of directors) may be filled in accordance with this Section 3.5 or may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. A directorship to be filled by reason of an increase in the number of directors may be filled in accordance with this Section 3.5 or may be filled by the Board of Directors for a term of office continuing only until the next election of one (1) or more directors by the shareholders; provided, however, that subsequent to the first annual meeting of shareholders the Board of Directors may not fill more than two (2) such directorships during the period between any two (2) successive annual meetings of shareholders. Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of an increase in the number of directors may be filled by election at an annual meeting of the shareholders or special meeting of shareholders called for that purpose.

Section 3.6 General Powers. The powers of the Company shall be exercised by and under the authority of the Board of Directors, and the property, business, and affairs of the Company shall be managed under the direction of the Board of Directors. In addition to the powers and authorities expressly conferred upon them by these Bylaws, the Board of Directors may exercise all such powers of the Company and do all such lawful acts and things as are not by law or by the Articles or by these Bylaws directed or required to be exercised or done by the shareholders.

Section 3.7 Compensation. Directors shall be entitled to reimbursement of expenses incurred in attending any regular or special meeting of the Board of Directors and may receive annual directors' fees in such amounts as may be approved from time to time by the Board of Directors. Nothing in this Section 3.7 shall be construed to preclude any director from serving the Company in any other capacity and receiving compensation therefor.

Article IV

Meetings of the Board of Directors

Section 4.1 Place of Meetings. The Board of Directors may hold its meetings, both regular and special, either within or without the State of Texas.

Section 4.2 Annual Meeting. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the annual meeting of the shareholders and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or the Board of Directors may meet at such time and place as shall be fixed by the consent in writing of all of the directors.

Section 4.3 Regular Meetings. Regular meetings of the Board of Directors, in addition to the annual meetings referred to in Section 4.2, may be called upon three (3) days' written notice to each director at such time and place as shall from time to time be determined by the Board of Directors. The purpose of, and the business to be transacted at, any regular meeting of the Board of Directors shall be specified in the notice of such meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened.

Section 4.4 Special Meetings. Special meetings of the Board of Directors may be called by the President upon three (3) days' written notice to each director. Special meetings shall be called by the President or the Secretary on like notice on the written request of the number of directors constituting one-third or more of the total number of directors. The purpose of, and the business to be transacted at, any special meeting of the

Board of Directors shall be specified in the notice of such meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened.

Section 4.5 Quorum and Action. At all meetings of the Board of Directors, the presence of a majority of the number of directors fixed in accordance with Section 3.1 shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors at any meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law, the Articles, or these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

Section 4.6 Presumption of Assent to Action. A director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file a written dissent to such action with the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 4.7 Telephone Meetings. Directors may participate in and hold a meeting of the Board of Directors by means of conference telephone or similar communications equipment, provided all persons participating in the meeting can hear each other and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 4.8 Action Without Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members of the Board of Directors, or committee, as the case may be, and such consent shall have the same force and effect as a unanimous vote at a meeting.

Article V Officers

Section 5.1 Number. The officers of the Company shall be a President and a Secretary. The Board of Directors may also elect one (1) or more Vice Presidents, a Treasurer, one (1) or more Assistant Secretaries, and one (1) or more Assistant Treasurers. One (1) person may hold any two (2) or more of these offices.

Section 5.2 Election, Term of Office, and Qualification. The Board of Directors shall elect officers, none of whom need be a member of the Board of Directors, at its first meeting after each annual meeting of shareholders. Each officer so elected shall hold office until his or her successor shall have been duly elected and qualified or until his or her death, resignation, or removal in the manner hereinafter provided.

Section 5.3 Agents. The Board of Directors may appoint such agents as it shall deem necessary and such agents shall hold their offices or positions for such terms, have such authority, and perform such duties as the Board of Directors may from time to time determine. The Board of Directors may delegate to any committee or officer the power to appoint any such agent. No such agent shall be considered an officer of the Company, the officers of the Company being limited to the officers elected pursuant to Section 5.1.

Section 5.4 Resignation. Any officer may resign at any time by giving written notice thereof to the Board of Directors or to the President or Secretary of the Company. Any such resignation shall take effect at

the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.5 Removal. Any officer elected or appointed by the Board of Directors may be removed at any time with or without cause by the affirmative vote of a majority of the Board of Directors. Any other officer may be removed at any time with or without cause by the Board of Directors or by any committee or superior officer in whom such power of removal may be conferred by the Board of Directors. The removal of any officer shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contract rights.

Section 5.6 Vacancies. A vacancy in any office shall be filled for the unexpired portion of the term by the Board of Directors, but in case of a vacancy occurring in an office filled by a committee or superior officer in accordance with the provisions of Section 5.3, such vacancy may be filled by such committee or superior officer.

Section 5.7 The President. The President shall be the chief executive officer of the Company. The President shall preside at all meetings of the shareholders and the Board of Directors. The President may sign, with any other proper officer, certificates for shares of the Company and any deeds, bonds, mortgages, contracts, and other documents which the Board of Directors has authorized to be executed, except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors or these Bylaws to some other officer or agent of the Company. In addition, the President shall perform whatever duties and shall exercise all the powers that are given to him or her by the Board of Directors.

Section 5.8 The Vice Presidents. The Vice Presidents, if any shall be elected, shall perform the duties as are given to them by these Bylaws and as may from time to time be assigned to them by the Board of Directors or the President and may sign, with any other proper officer, certificates for shares of the Company. At the request of the President or in his or her absence or disability, the Vice President designated by the President (or in the absence of such designation, the most senior Vice President) shall perform the duties and exercise the powers of the President.

Section 5.9 The Secretary. The Secretary, when available, shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors as required by law or these Bylaws, be custodian of the corporate records, and have general charge of the share transfer records of the Company and shall perform such other duties as may be prescribed by the Board of Directors or the President. The Secretary may sign, with any other proper officer, certificates for shares of the Company and shall keep in safe custody the corporate seal of the Company, and, when authorized by the Board of Directors, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his or her signature or by the signature of an Assistant Secretary.

Section 5.10 Assistant Secretaries. The Assistant Secretaries shall perform the duties as are given to them by these Bylaws or as may from time to time be assigned to them by the Board of Directors or the Secretary. At the request of the Secretary, or in his or her absence or disability, the Assistant Secretary designated by the Secretary (or in the absence of such designation, the most senior Assistant Secretary) shall perform the duties and exercise the powers of the Secretary.

Section 5.11 The Treasurer. The Treasurer shall have the custody and be responsible for all corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books and records of account belonging to the Company and shall deposit all monies and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Company as may be ordered by the Board of Directors, taking

proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors, or whenever the Board of Directors may require it, an account of all the transactions of the Treasurer and of the financial condition of the Company.

Section 5.12 Assistant Treasurers. The Assistant Treasurers, if any shall be elected, shall perform the duties as are given to them by these Bylaws or as may from time to time be assigned to them by the Board of Directors or the Treasurer. At the request of the Treasurer, or in his or her absence or disability, the Assistant Treasurer designated by the Treasurer (or in the absence of such designation, the most senior Assistant Treasurer), shall perform the duties and exercise the powers of the Treasurer.

Section 5.13 Salaries. The salary or other compensation of officers shall be fixed from time to time by the Board of Directors. The Board of Directors may delegate to any committee or officer the power to fix from time to time the salary or other compensation of agents appointed in accordance with the provisions of Section 6.3.

Article VI Corporate Shares

Section 6.1 Share Certificates. The certificates evidencing shares of the Company shall be in such form, not inconsistent with the provisions of the Act and the Articles, as shall be approved by the Board of Directors. The certificates shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary, or such other or additional officers as may be prescribed from time to time by the Board of Directors, and may be sealed with the corporate seal or a facsimile thereof. The signatures of such officer or officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent, or registered by a registrar, either of which is other than the Company itself or an employee of the Company. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued with the same effect as if he or she were such officer at the date of its issuance. If the Company is authorized to issue shares of more than one (1) class or more than one (1) series of any class, there shall be set forth on the face or back of the certificate or certificates, which the Company shall issue to evidence shares of such class or series of stock, such legends or statements as may be required by applicable law or the Articles or as may be approved by the Board of Directors. All certificates for each class or series of stock shall be consecutively numbered and the name of the person owning the shares represented thereby, with the number of such shares and the date of issue, shall be entered on the Company's share transfer records. All certificates surrendered to the Company shall be canceled, and, except as provided in Section 6.2 with respect to lost, destroyed, or mutilated certificates, no new certificate shall be issued until the former certificate for the same number of shares has been surrendered and canceled.

Section 6.2 Lost Certificates, etc. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Company alleged to have been lost, mutilated, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, mutilated, or destroyed. In authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issue thereof, require the owner of such lost, mutilated, or destroyed certificate or certificates, or his or her legal representative, to advertise the same in such manner as it shall require and/or indemnify the Company as the Board of Directors may prescribe.

Section 6.3 Transfer of Shares. Subject to any restrictions upon transfer, upon surrender to the Company or the transfer agent of the Company of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer and the Company's satisfaction that the requested transfer complies with the provisions of applicable state and federal laws and regulations and any agreements to which the Company is a party, the Company shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its share transfer records. Shares issued by the Company which have not been registered under applicable federal and state securities laws shall not be

offered for sale, and shall not be sold, assigned, transferred, pledged, or otherwise disposed of unless the shares have been duly registered under any applicable securities laws or unless the Company has, in connection therewith, previously received advice of counsel for the Company to the effect that the proposed transaction would not be in violation of any applicable securities laws.

Section 6.4 Share Transfer Records; Ownership of Shares. The Company shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of the original issuance of shares issued by the Company and a record of each transfer of those shares that have been presented to the Company for registration of transfer. Such records shall contain the names and addresses of all past and current shareholders of the Company and the number and class of shares issued by the Company held by each shareholder. Any share transfer records may be in written form or in any other form capable of being converted into written form within a reasonable time. The office of the Company's transfer agent or registrar may be located outside the State of Texas. The Company shall be entitled to treat and recognize the person in whose name shares issued by the Company are registered in the share transfer records of the Company at any particular time (including, without limitation, as of a record date fixed pursuant to Section 6.5) as the owner of those shares at that time for the purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, giving proxies with respect to those shares, or otherwise exercising rights, entering into agreements, or taking action in respect of those shares and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Texas.

Section 6.5 Closing of Transfer Records and Record Dates. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive a distribution by the Company (other than a distribution involving a purchase or redemption by the Company of its own shares) or a share dividend, or in order to make a determination of shareholders for any other proper purpose (other than determining shareholders entitled to consent to action by shareholders proposed to be taken without a meeting of shareholders), the Board of Directors may provide that the share transfer records shall be closed for a stated period but not to exceed, in any case, sixty (60) days. If the share transfer records shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such records shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the share transfer records, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than sixty (60) days and, in case of a meeting of shareholders, not less than ten (10) days prior to the date on which the particular action requiring such determination of shareholders is to be taken, and the determination of shareholders on such record date shall apply with respect to the particular action requiring the same notwithstanding any transfer of shares on the records of the Company after such record date. If the share transfer records are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive a distribution (other than a distribution involving a purchase or redemption by the Company of its own shares) or a share dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such distribution or share dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the share transfer records and the stated period of closing has expired. Unless a record date shall have previously been fixed or determined pursuant to this Section, whenever action by shareholders is proposed to be taken by consent in writing without a meeting of shareholders, the Board of Directors may fix a record date for the purpose of determining shareholders entitled to consent to that action, which record date shall not precede, and shall not be more than ten (10) days after, the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors and the prior action of the Board of Directors is not required by the Act, the record date for determining shareholders entitled to consent to action in

writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company by delivery to its registered office, its principal place of business, or an officer or agent of the Company having custody of the books in which proceedings of meetings of shareholders are recorded. Delivery shall be by hand or by certified or registered mail return receipt requested. Delivery to the Company's principal place of business shall be addressed to the President or the principal executive officer of the Company. If no record date shall have been fixed by the Board of Directors and prior action of the Board of Directors is required by the Act, the record date for determining shareholders entitled to consent to action in writing without a meeting shall be at the close of business on the date on which the Board of Directors adopts a resolution taking such prior action. Distributions made by the Company, including those that were payable but not paid to a holder of shares, or to his or her heirs, successors, or assigns, and have been held in suspense by the Company or were paid and delivered by it unto an escrow account or to a trustee or custodian, shall be payable by the Company, escrow agent, trustee, or custodian to the holder of the shares as of the record date determined for that distribution as provided in this Section 7.5, or to his or her heirs, successors, and assigns.

Section 6.6 Distributions. The Board of Directors may, from time to time, declare, and the Company may make, distributions on its outstanding shares in the manner and upon the terms and conditions provided by the Articles and by the Act.

Section 6.7 Restrictions on Transfer. Shares of the Company shall not be offered for sale, sold, assigned, transferred, pledge, or otherwise disposed of by the holder thereof (1) unless such offer, sale, assignment, pledge, or other disposition shall have been approved by the Board of Directors and (2) unless such offer, sale, assignment, pledge, or other disposition shall have been duly registered under applicable federal and state securities laws or the Company has received advice of counsel for the Company to the effect that the proposed disposition would not be in violation of said laws. A restrictive legend substantially as follows shall be placed conspicuously on the certificates for such shares, to wit:

[front of certificate]

RESTRICTIONS ON THE TRANSFER OF THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SET FORTH ON THE REVERSE SIDE HEREOF.

[back of certificate]

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED UNLESS THE SALE OR TRANSFER OF THE SHARES IS REGISTERED UNDER SUCH LAWS OR, IN THE OPINION OF COUNSEL FOR THE ISSUER, EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS ARE AVAILABLE.

Article VII Indemnification

Section 7.1 Definitions. In this Article:

(a) "*Indemnitee*" means (i) any present or former Director or officer of the Company, (ii) any person who while serving in any of the capacities referred to in clause (i) hereof served at the Company's request as a director, officer, partner, venturer, manager, member, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, limited liability company, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, and (iii) any person nominated or

designated by (or pursuant to authority granted by) the Board of Directors to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

(b) "*Official Capacity*" means (i) when used with respect to a Director, the office of Director of the Company, and (ii) when used with respect to a person other than a Director, the elective or appointive office of the Company held by such person or the employment or agency relationship undertaken by such person on behalf of the Company, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, limited liability company, trust, employee benefit plan, or other enterprise.

(c) "*Proceeding*" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

Section 7.2 Indemnification. The Company shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which he or she was, is, or is threatened to be named a defendant or respondent, or in which he or she was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his or her serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 7.1, if it is determined in accordance with Section 7.4 that the Indemnitee (a) conducted himself or herself in good faith, (b) reasonably believed, in the case of conduct in his or her Official Capacity, that his or her conduct was in the Company's best interests and, in all other cases, that his or her conduct was at least not opposed to the Company's best interests, and (c) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful; provided, however, that in the event that an Indemnitee is found liable to the Company or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his or her duty to the Company. Except as provided in the immediately preceding proviso to the first sentence of this Section 7.2, no indemnification shall be made under this Section 7.2 in respect of any Proceeding in which such Indemnitee shall have been (x) found liable on the basis that personal benefit was improperly received by him or her, whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, or (y) found liable to the Company. The termination of any Proceeding by judgment, order, settlement, or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (a), (b), or (c) in the first sentence of this Section 7.2. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue, or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee. The indemnification provided herein shall be applicable whether or not negligence or gross negligence of the Indemnitee is alleged or proven.

Section 7.3 Successful Defense. Without limitation of Section 7.2 and in addition to the indemnification provided for in Section 7.2, the Company shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which he or she is a witness or a named defendant or respondent because he or she served in any of the capacities referred to in Section 7.1, if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

Section 7.4 Determinations. Any indemnification under Section 7.2 (unless ordered by a court of competent jurisdiction) shall be made by the Company only upon a determination that indemnification of the Indemnitee is proper in the circumstances because he or she has met the applicable standard of conduct. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of

Directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (b) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors, duly designated to act in the matter by a majority vote of all Directors (in which designation Directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two (2) or more Directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (c) by special legal counsel selected by the Board of Directors by vote as set forth in clauses (a) or (b) of this Section 7.4 or, if the requisite quorum of all of the Directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the Directors (in which Directors who are named defendants or respondents in the Proceeding may participate); or (d) by the shareholders in a vote that excludes the shares held by Directors that are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (c) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 7.4 that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

Section 7.5 Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or was, is, or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Company at reasonable intervals in advance of the final disposition of such Proceeding, and without making the determination specified in Section 7.4, after receipt by the Company of (a) a written affirmation by such Indemnitee of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification by the Company under this Article and (b) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Company if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Article. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article, the Company may pay or reimburse expenses incurred by an Indemnitee in connection with his or her appearance as a witness or other participation in a Proceeding at a time when he or she is not named a defendant or respondent in the Proceeding.

Section 7.6 Employee Benefit Plans. For purposes of this Article, the Company shall be deemed to have requested an Indemnitee to serve an employee benefit plan whenever the performance by the Indemnitee of his or her duties to the Company also imposes duties on or otherwise involves services by him or her to the plan or participants or beneficiaries of the plan. Excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Action taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of his or her duties for a purpose reasonably believed by him or her to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Company.

Section 7.7 Other Indemnification and Insurance. The indemnification provided by this Article shall (a) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Company's Articles, any law, agreement, or vote of shareholders or disinterested Directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Company on behalf of any Indemnitee, both as to action in his or her Official Capacity and as to action in any other capacity, (b) continue as to a person who has ceased to hold the position or act in the capacity by reason of which he or she was an Indemnitee with respect to matters arising during the period he or she held such position or acted in such capacity, and (c) inure to the benefit of the heirs, executors, and administrators of such a person.

Section 7.8 Notice. Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article shall be reported in writing to the shareholders of the Company with or before the notice or

waiver of notice of the next shareholders' meeting or with or before the next submission to shareholders of a consent to action without a meeting and, in any case, within the twelve (12) month period immediately following the date of the indemnification or advance.

Section 7.9 Construction. The indemnification provided by this Article shall be subject to all valid and applicable laws, including, without limitation, the Act, and, in the event this Article or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

Section 7.10 Continuing Offer, Reliance, etc. The provisions of this Article (a) are for the benefit of, and may be enforced by, each Indemnitee of the Company, the same as if set forth in their entirety in a written instrument duly executed and delivered by the Company and such Indemnitee and (b) constitute a continuing offer to all present and future Indemnites. The Company, by its adoption of these Bylaws, acknowledges and agrees that each Indemnitee of the Company has relied upon and will continue to rely upon the provisions of this Article in becoming, and serving in any of the capacities referred to in Section 7.1(a) of this Article, waives reliance upon, and all notices of acceptance of, such provisions by such Indemnites and acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his or her right to enforce the provisions of this Article in accordance with their terms by any act or failure to act on the part of the Company.

Section 7.11 Effect of Amendment. No amendment, modification, or repeal of this Article or any provision hereof shall in any manner terminate, reduce, or impair the right of any past, present, or future Indemnites to be indemnified by the Company, nor the obligation of the Company to indemnify any such Indemnites, under and in accordance with the provisions of the Article as in effect immediately prior to such amendment, modification, or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification, or repeal, regardless of when such claims may arise or be asserted.

Article VIII General Provisions

Section 8.1 Waiver of Notice.

Whenever, under the provisions of applicable law or of the Articles or of these Bylaws, any notice is required to be given to any shareholder or Director, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened.

Section 8.2 Seal. If one be adopted, the corporate seal shall have inscribed thereon the name of the Company and shall be in such form as may be approved by the Board of Directors. Said seal may be used by causing it or a facsimile of it to be impressed or affixed or in any manner reproduced.

Section 8.3 Fiscal Year. The fiscal year of the Company shall end on December 31st.

Section 8.4 Checks, Notes, etc. All checks or demands for money and notes of the Company shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors may authorize any officer or officers or such other person or persons to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

Section 8.5 Examination of Books and Records. Any person who shall have been a shareholder for at least six (6) months immediately preceding his or her demand, or shall be the holder of at least five percent (5%) of all of the issued and outstanding shares of the Company, upon written demand stating the purpose thereof, shall have the right to examine, in person or by agent, accountant, or attorney, at any reasonable time or times, for any proper purpose, its relevant books and records of account, minutes, and share transfer records, and to make extracts therefrom. Subject to the preceding sentence, the Board of Directors shall determine from time to time whether, and if allowed, when and under what conditions and regulations the books and records of account, the minutes, and share transfer records of the Company or any of them shall be open to inspection by the shareholders, and the shareholders' rights in this respect are and shall be restricted and limited accordingly.

Section 8.6 Voting Upon Shares Held by the Corporation. Unless otherwise ordered by the Board of Directors, the President, acting on behalf of the Company, shall have full power and authority to attend and to act and to vote at any meeting of shareholders of any corporation, or the equity owners of any partnership, joint venture, limited liability company, trust, or other entity, in which the Company may hold an ownership interest or own other securities and at any such meeting, shall possess and may exercise any and all of the rights and powers incident to the ownership of such shares or equity interests which, as the owner thereof, the Company might have possessed and exercised, if present. The Board of Directors by resolution from time to time may confer like powers upon any other person or persons.

Article IX Amendments

Section 9.1 Amendment by Board of Directors. The Board of Directors shall have the power to alter, amend, or repeal these Bylaws or adopt new Bylaws, subject to amendment, repeal, or adoption of new Bylaws by action of the shareholders and unless the shareholders in amending, repealing, or adopting a new Bylaw expressly provide that the Board of Directors may not amend or repeal that Bylaw. The Board of Directors may exercise this power at any regular or special meeting at which a quorum is present by the affirmative vote of a majority of the Directors present at the meeting, provided three (3) days' written notice of the proposed action to be taken at such meeting is provided to each Director. Unless the Company's Articles or a Bylaw adopted by the shareholders provide otherwise as to all or some portion of the Bylaws, the Company's shareholders may amend, repeal, or adopt new Bylaws even though the Bylaws may also be amended by the Board of Directors.

Article X Subject to Articles of Incorporation and All Laws

Section 10.1 Subject to All Laws. The provisions of these Bylaws shall be subject to the Articles of Incorporation and all valid and applicable laws, including, without limitation, the Act as now or hereafter amended, and in the event that any of the provisions of these Bylaws are found to be inconsistent with, or contrary to, the Articles of Incorporation or any such valid laws, the latter shall be deemed to control and these Bylaws shall be deemed modified accordingly, and, as so modified, to continue in full force and effect.

Exhibit A-15
Secretary of State



JON HUSTED
OHIO SECRETARY OF STATE

Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov | busserv@OhioSecretaryofState.gov
File online or for more information: www.OHBusinessCentral.com

Please return the approval certificate to:

Name: Texas Energy Options, Inc.
(Individual or Business Name)

To the attention of: J. Reeves Ferry, President
(If necessary)

Address: 3350 Highway 6 South, Suite 404

City: Sugar Land

State: Texas ZIP Code: 77478

Phone Number: 281-242-0655 E-mail Address: jay@txenergyoptions.com

- ☒ Check here if you would like to receive important notices via e-mail from the Ohio Secretary of State's office regarding Business Services.
- ☒ Check here if you would like to be signed up for our Filing Notification System for the business entity being created or updated by filing this form. This is a free service provided to notify you via e-mail when any document is filed on your business record.

Please make checks or money orders payable to: "Ohio Secretary of State"
Type of Service Being Requested: (PLEASE CHECK ONE BOX BELOW)

- ☐ **Regular Service:** Only the filing fee listed on page one of the form is required and the filing will be processed in approximately 3-7 business days. The processing time may vary based on the volume of filings received by our office.
- ☐ **Expedite Service 1:** By including an Expedite fee of \$100.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 2 business days after it is received by our office.
- ☐ **Expedite Service 2:** By including an Expedite fee of \$200.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 1 business day after it is received by our office. This service is only available to walk-in customers who hand deliver the document to the Client Service Center.
- ☐ **Expedite Service 3:** By including an Expedite fee of \$300.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 4 hours after it is received by our office, if received by 1:00 p.m. This service is only available to walk-in customers who hand deliver the document to the Client Service Center.
- ☐ **Preclearance Filing:** For the purpose of advising as to the acceptability of the proposed filing, a form that is to be submitted at a later date for processing may be submitted for examination for a fee of \$50.00. The Preclearance will be complete within 1-2 business days.

Last Revised: 5/14/2014



Form 530A Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

Tel. Fax: (877) SOS-FILE (877-767-3453)

Central Ohio: (614) 468-3910

www.OhioSecretaryofState.gov

osusserv@OhioSecretaryofState.gov

File online or for more information: www.OHBusinessCenter.com

Mail this form to one of the following:

Regular Filing (not expedited):

P.O. Box 672
Columbus, OH 43266

Expedite Filing (Two business day processing time.
Requires an additional \$100.00)

P.O. Box 1300

Columbus, OH 43268

Foreign For-Profit Corporation Application for License

Filing Fee: \$125
(151-FLF)

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 Texas Energy Options, 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

Texas

Jurisdiction of Formation

Date of Incorporation in Jurisdiction of Formation

11/27/2001

Date of Incorporation

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

The location of the principal office is:

3350 Highway 6 South, Suite 404

Mailing Address

Sugar Land

City

TX

State

77478

ZIP Code

If the principal office is located outside Ohio, provide a location in Ohio, if one exists.

Mailing Address

City

State

ZIP Code

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

Assist national account clients doing business in Ohio with the competitive procurement of electricity

Appointment of Agent

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

Name

Mailing Address

City

Ohio

State

ZIP Code

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.

Jay Reeves Ferry

Name of Officer

, being first duly sworn, deposes and says that he/she is the

President

of

Texas Energy Options, 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

J. Reeves Ferry

Signature

Jay Reeves Ferry

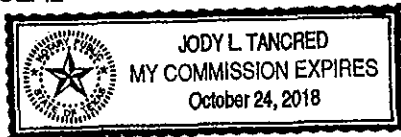
Sworn before me and subscribed on

7-8-2015

Date

Jody L. Tancred
Notary Public

NOTARY SEAL



Expiration Date of Notary's Commission

10-24-2018

Date

TEXAS ENERGY OPTIONS INC.

3330 NORTH BRIARPARK LANE
SUGAR LAND, TX 77479

2975

88-1198/1131

DATE 7/8/15

PAY TO THE ORDER OF JOHN HOSTED, Ohio SECRETARY OF STATE \$ 225.00

Two Hundred & Twenty Five Dollars and no DOLLARS 



Bank Where U Live

FOR \$125 flg & \$100 expedited purchase



Exhibit B-1
Jurisdictions of Operation

Texas Energy Options, Inc. is certified, licensed, registered or otherwise authorized to provide retail or wholesale electric services in the following jurisdictions:

State of Texas	No license or registration required
State of California	No license or registration required
State of Michigan	No license or registration required
State of Maryland	Registered with Public Utility Commission of Maryland

Exhibit B-2

Experience & Plans

Jay Reeves Ferry, PhD, President of Texas Energy Options, Inc. has over 30 years experience in the energy market. With a PhD in economics, Dr. Ferry is adept at pinpointing and solving the problems clients face in selecting the source of and managing the use of their electricity and natural gas supply. Prior to the formation of Texas Energy Options, Inc., Dr. Ferry assisted Enron Energy Services, the retail arm of Enron, from its inception to its entry into the Texas market. Early work focused on the development of bundled services and their delivery channel, followed by work with the market to determine client-specific services. During this period, he managed the most successful regional sales force in Enron Energy Services. This group moved on to become a significant part of the retail electric provider network in Texas - and other deregulated electricity markets in the US - and continues to provide Texas Energy Options with quick access to the major power providers that offer programs in deregulated markets.

Texas Energy Options, Inc. presently represents over 750 commercial sites in 22 states (deregulated and regulated), consuming over 70 megawatts of demand on 1 billion annual kW hours of consumption. The client base is diverse, from governmental to industrial, large commercial to small retail. Clients are generally multi-year, maintaining TEO as their representative over the long term. While the near term decisions are bid oriented, the longer term concerns include budget maintenance, the identification of performance issues and the introduction of new concerns and opportunities such as power factor penalties and demand response programs.

Texas Energy Options, Inc. works closely with clients to align risk tolerance with pricing objectives so the appropriate pricing structure meets the client's needs. Most engagements are for the long term (one year or more), and each choice is a function of a specific client's risk tolerance and expectations where we align the right option for the right circumstances to lower long term expense and exposure.

Exhibit B-3
Summary of Experience

Texas Energy Options, Inc. does not plan to offer aggregation services to its clients in the Ohio market.

Exhibit B-4
Disclosure of Liabilities and Investigations

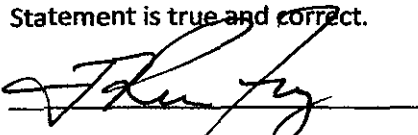
None

Exhibit C-1
Annual Reports

TEXAS ENERGY OPTIONS, INC.
Financial Statement

	12/31/2012	12/31/2013
ASSETS		
Cash	\$32,370	\$33,576
Property & Equipment	\$53,918	\$58,506
Less: Depreciation	(\$53,634)	(\$58,334)
Net Property & Equipment	\$284	\$172
Notes Payable	(\$81,890)	\$0
TOTAL ASSETS	(\$49,236)	\$33,748
LIABILITIES		
Accrued Expenses	(\$15,984)	(\$26,068)
EQUITY		
Equity: Paid in Capital	(\$3,435)	(\$3,435)
Equity: Distributions	\$0	\$17,697
TOTAL	(\$3,435)	\$14,262
COMMON STOCK		
Common Stock	(\$1,000)	(\$1,000)
Retained Earnings	\$102,551	\$69,654
TOTAL COMMON STOCK	\$101,551	\$68,654
(PROFIT)/LOSS	(\$32,897)	(\$121,364)
TOTAL EQUITY	\$65,219	(\$7,680)
TOTAL LIABILITIES/EQUITY	\$49,236	(\$33,748)

Texas Energy Options, Inc. is a Texas corporation and Jay Reeves Ferry, President, is 100% owner of the corporation. I certify this Financial Statement is true and correct.

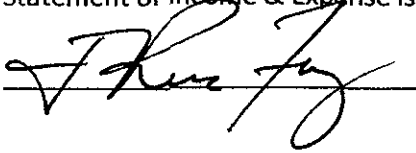

Jay Reeves Ferry
President
Texas Energy Options, Inc.

TEXAS ENERGY OPTIONS, INC.

Financial Statement: Income & Expenses

	12/31/2012	12/31/2013
REVENUE		
Sales	\$308,586	\$366,631
Other Income	\$1	\$3
TOTAL REVENUE	\$308,587	\$366,634
EXPENSES		
Auto	\$6,495	\$11,936
Officer Salary	\$132,090	\$104,275
Contract Labor	\$15,524	\$25,737
Meals & Entertainment	\$4,932	\$13,901
Office Supplies	\$3,616	\$2,915
Rent	\$21,600	\$21,600
Payroll Taxes	\$13,493	\$16,429
Insurance	\$4,538	\$2,284
General & Misc	\$71,023	\$76,962
TOTAL EXPENSES	\$273,310	\$276,038
PROFIT/(LOSS)	\$32,897	\$90,596

Texas Energy Options, Inc. is a Texas corporation and Jay Reeves Ferry, President, is 100% owner of the corporation. I certify this Statement of Income & Expense is true and correct.



Jay Reeves Ferry
President
Texas Energy Options, Inc.

Exhibit C-2
SEC Filings

Texas Energy Options, Inc. is not a publicly traded entity and therefore, no SEC filings (10K or 8K) are required.

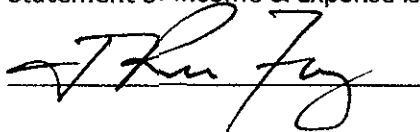
Exhibit C-3
Financial Statements

TEXAS ENERGY OPTIONS, INC.

Financial Statement: Income & Expenses

	12/31/2012	12/31/2013
REVENUE		
Sales	\$308,586	\$366,631
Other Income	\$1	\$3
 TOTAL REVENUE	 \$308,587	 \$366,634
 EXPENSES		
Auto	\$6,495	\$11,936
Officer Salary	\$132,090	\$104,275
Contract Labor	\$15,524	\$25,737
Meals & Entertainment	\$4,932	\$13,901
Office Supplies	\$3,616	\$2,915
Rent	\$21,600	\$21,600
Payroll Taxes	\$13,493	\$16,429
Insurance	\$4,538	\$2,284
General & Misc	\$71,023	\$76,962
 TOTAL EXPENSES	 \$273,310	 \$276,038
 PROFIT/(LOSS)	 \$32,897	 \$90,596

Texas Energy Options, Inc. is a Texas corporation and Jay Reeves Ferry, President, is 100% owner of the corporation. I certify this Statement of Income & Expense is true and correct.



Jay Reeves Ferry
President
Texas Energy Options, Inc.

Exhibit C-4
Financial Arrangements

None

Exhibit C-5
Forecasted Financial Statements

TEXAS ENERGY OPTIONS, INC.

Financial Statement: Income & Expenses

	12/31/2012	12/31/2013	Actual + Proj 12/31/2014	Forecast 12/31/2015	Forecast 12/31/2016
REVENUE					
Sales	\$308,586	\$366,631	\$421,626	\$463,788	\$510,167
Other Income	\$1	\$3			
TOTAL REVENUE	\$308,587	\$366,634	\$421,626	\$463,788	\$510,167
EXPENSES					
Auto	\$6,495	\$11,936	\$12,175	\$12,418	\$12,667
Officer Salary	\$132,090	\$104,275	\$109,489	\$114,963	\$120,711
Contract Labor	\$15,524	\$25,737	\$26,252	\$26,777	\$27,312
Meals & Entertainment	\$4,932	\$13,901	\$14,179	\$14,463	\$14,752
Office Supplies	\$3,616	\$2,915	\$2,973	\$3,033	\$3,093
Rent	\$21,600	\$21,600	\$22,032	\$22,473	\$22,922
Payroll Taxes	\$13,493	\$16,429	\$16,757	\$17,092	\$17,434
Insurance	\$4,538	\$2,284	\$2,329	\$2,376	\$2,423
General & Misc	\$71,023	\$76,962	\$78,501	\$80,071	\$81,672
TOTAL EXPENSES	\$273,310	\$276,038	\$284,687	\$293,665	\$302,987
PROFIT/(LOSS)	\$32,897	\$90,596	\$136,939	\$170,123	\$207,180

Texas Energy Options, Inc. is a Texas corporation and Jay Reeves Ferry, President, is 100% owner of the corporation. I certify this Statement of Income & Expense is true and correct.



Jay Reeves Ferry
President
Texas Energy Options, Inc.

Exhibit C-6
Credit Rating

The credit rating for Texas Energy Options, Inc. is listed as "Low-Medium Risk" with an Intelliscore Plus rating of 69, as reported by Experian. A complete copy of the credit report is included in Exhibit C-7.

Exhibit C-7 Credit Report

Intelliscore Plus and BPR - TX ENERGY OPTIONS INC

Subcode: 943536

Ordered: 07/01/2015 12:58:44 CST

Transaction Number: C603279807

Search Inquiry: texas energy option 0330 N BRIARPARK LN/sugarland/TX/77479/US/NA/88260414



Intelliscore Plus SM and BPR

Identifying Information

This information is the primary name and address for the business you inquired on. All data in this report pertains to the business.

TX ENERGY OPTIONS INC
3330 N BRIARPARK LN
SUGAR LAND, TX 77479-2295

Business Identification Number: 788260414
Years on File: 11 (FILE ESTABLISHED 08/2004)
Date of Incorporation: 07/07/2008
SIC: ENERGYMANAGEMENT SYSTEMS & PRODUCTS -
Code: 1711

Commercial Model

Intelliscore Plus predicts the likelihood of serious credit delinquency within the next 12 months based on business and/or owner/guarantor risk factors. Higher scores indicate lower risk.

Intelliscore Plus: 69



Factors Lowering the Score
► NUMBER OF EMPLOYEES

All Industry Risk Comparison
When compared to all businesses, 88% of businesses indicate a higher likelihood of severe delinquency than this business.

Based on your company's action or risk threshold, this business falls within the following category:

LOW-MEDIUM RISK

TOP

Business Information - TX ENERGY OPTIONS INC

Current Days Beyond Terms (DBT):	0	Bankruptcy filings:	0
Monthly average DBT:	0	Tax lien filings:	0
Highest DBT previous 6 months:	0	Judgment filings:	0
Highest DBT previous 5 quarters:	0	Total collections:	0
Total continuous trades:	0	Sum of legal filings:	\$0
Current continuous trade balance:	\$0	UCC filings:	0
Trade balance of all trades (D):	\$0	Cautionary UCC filings present?	No
Average balance previous 5 quarters:	\$0		
Highest credit amount extended:	\$0		
6 month balance range:	\$0 - \$0		

TOP

Company Background Information

THE FOLLOWING INFORMATION WAS PROVIDED BY THE STATE OF TEXAS. THE DATA IS CURRENT AS OF 07/01/2015.

State of Origin: TX
Date of Incorporation: 07/07/2008
Current Status: Active

Business Type: Institutions - Profit
Charter Number: F12617932

Intelliscore Plus and BPR - TX ENERGY OPTIONS INC

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Additional Company Background Information

TOP ●

TERMS: _____

SIGNATURE: _____

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Exhibit C-8
Bankruptcy Information

None

Exhibit C-9
Merger Information

None