

PUC USE ONLY		
Date Received	Case Number	Version
	FL-AGG	December 2014

## **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 Utility Services Advisory Group, LLC  
 Address 812 Pinellas St Clearwater, FL 33756  
 Telephone # (855) 328-8008 Web site address (if any) www.usagroupenergy.com

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

Legal Name Utility Services Advisory Group, LLC  
 Address 812 Pinellas St Clearwater, FL 33756  
 Telephone # (855) 328-8008 Web site address (if any) www.usagroupenergy.com

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

same \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### **A-4 Contact person for regulatory or emergency matters**

Name John Brent McDaniel  
 Title Operations Manager

Business address 812 Pinellas St Clearwater, FL 33756

Telephone # (855) 328-8008

Fax # (866) 865-2798

E-mail address (if any) brent@usagroupenergy.com

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

Name John Brent McDaniel

Title Operations Manager

Business address 812 Pinellas St Clearwater, FL 33756

Telephone # (855) 328-8008

Fax # (866) 865-2798

E-mail address (if any) brent@usagroupenergy.com

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

Customer Service address 812 Pinellas St Clearwater, FL 33756

Toll-free Telephone # (855) 328-8008

Fax # (866) 865-2798

E-mail address (if any) info@usagroupenergy.com

**A-7 Applicant's federal employer identification number # 462670198**

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

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

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

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

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

August 31, 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.

Exhibit A-11 - Principal Officers, Directors & Partners

Provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners.

John McDaniel  
Operations Mgr  
2621 West Grand Reserve #419  
Clearwater, FL 33759727  
727 417-7889  
brent@usagroupenergy.com

Elizabeth Currier  
Finance Manager  
206 Garden Circle  
Belleair, FL 33756  
727 408-0691  
bess@usagroupenergy.com

Mike Campbell  
Administration  
1540 Chateau Wood Dr  
Clearwater, FL, 33764  
727 224-8243  
mike@usagroupenergy.com

Edward Bryan  
Business Development  
6131 Simpson Ave  
North Hollywood, CA 91606  
727 492-4923  
ed@usagroupenergy.com

Caleb McDaniel  
Partner - MGRM  
2621 West Grand Reserve #419  
Clearwater, FL 33759727  
727 417-6913  
caleb@usagroupenergy.com

Legal Name: Utility Services Advisory Group, LLC

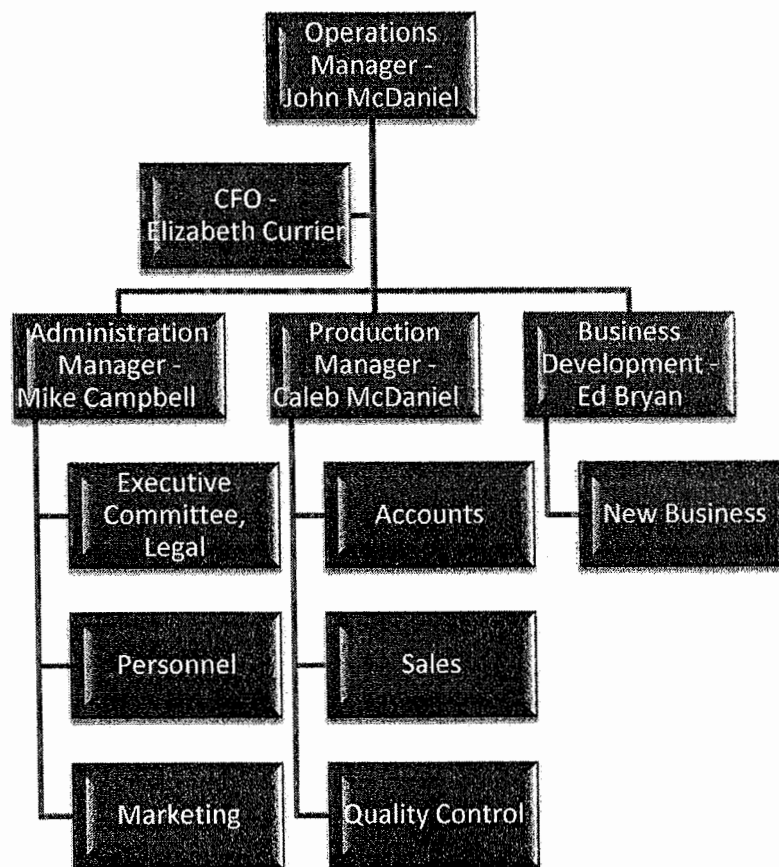
## Exhibit A-12 - Corporate Structure

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.

Utility Services Advisory Group, LLC is a FL LLC with Caleb McDaniel listed as the MGRM and Edward Bryan listed as the MGR.

No subsidiaries or affiliates that supply retail or wholesale electricity or natural gas to customers and companies that aggregate customers in North America.

USAG basic organizational chart showing what the applicant and managers oversee.



Legal Name: Utility Services Advisory Group, LLC

## Exhibit A-13 - Company History

Provide a concise description of the applicant's company history and principal business interests.

USAG began in April 2013 as a FL licensed telemarketing room selling discounted electric and gas service to consumers only. About one year ago it dropped residential sales altogether and switched over to commercial sales only and has been ever since. The CRESs we sell for generally call us a broker, affiliate, channel partner, agent or sales representative. We have sold for companies such as Direct Energy, Nordic, Energy.Me, Glacial, Star G&E, Champion, Hudson, etc. and our relationship with all of them is that of an independent contractor. Our only business interest is commercial sales of gas and electric services and we are working to get licensed in Ohio for electric.

Legal Name: Utility Services Advisory Group, LLC

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.

Included after this page.

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L13000060059  
FILED 8:00 AM  
April 24, 2013  
Sec. Of State  
jbryan

**Article I**

The name of the Limited Liability Company is:  
UTILITY SERVICES ADVISORY GROUP, LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
1655 CANOPY OAKS BLVD.  
PALM HARBOR, FL. US 34683

The mailing address of the Limited Liability Company is:  
1655 CANOPY OAKS BLVD.  
PALM HARBOR, FL. US 34683

**Article III**

The purpose for which this Limited Liability Company is organized is:  
TO CARRY OUT BUSINESS RELATING TO THE SUPPLY OF POWER AND  
NATURAL GAS TO COMMERCIAL AND RESIDENTIAL CUSTOMERS

**Article IV**

The name and Florida street address of the registered agent is:  
CALEB A MCDANIEL  
1655 CANOPY OAKS BLVD.  
PALM HARBOR, FL. 34683

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: CALEB A. MCDANIEL



## Article V

The name and address of managing members/managers are:

Title: MGRM  
CALEB A MCDANIEL  
1655 CANOPY OAKS BLVD.  
PALM HARBOR, FL. 34683

Title: MGR  
BILL G FOSTER  
1875 STEVENSON AVE.  
CLEARWATER, FL. 33755 US

L13000060059  
FILED 8:00 AM  
April 24, 2013  
Sec. Of State  
jbryan

## Article VI

The effective date for this Limited Liability Company shall be:

04/25/2013

Signature of member or an authorized representative of a member

Electronic Signature: CALEB A. MCDANIEL

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

## COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: UTILITY SERVICES ADVISORY GROUP LLC  
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

CALEB MCDANIEL

Name of Person

UTILITY SERVICES ADVISORY GROUP LLC

Firm/Company

1655 CANOPY OAKS BLVD.

Address

PALM HARBOR, FL 34683

City/State and Zip Code

CALEBMICK2002@YAHOO.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

CALEB MCDANIEL

Name of Person

at 512 917-4016

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &  
Certificate of Status

☐ \$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☐ \$60.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET/COURIER ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

FILED  
2013 MAY -9 AM 8:45  
TALLAHASSEE, FL 32301

FILED

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF**

**UTILITY SERVICES ADVISORY GROUP LLC**

(Name of the Limited Liability Company as it now appears on our records.)  
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 4/24/2013 and assigned  
Florida document number L13000060059.

This amendment is submitted to amend the following:

**A. If amending name, enter the new name of the limited liability company here:**

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

**(Principal office address MUST BE A STREET ADDRESS)**

Enter new mailing address, if applicable:

**(Mailing address MAY BE A POST OFFICE BOX)**

**B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:**

Name of New Registered Agent: \_\_\_\_\_

New Registered Office Address: \_\_\_\_\_

*Enter Florida street address*

\_\_\_\_\_, Florida \_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

\_\_\_\_\_  
If Changing Registered Agent, Signature of New Registered Agent



D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

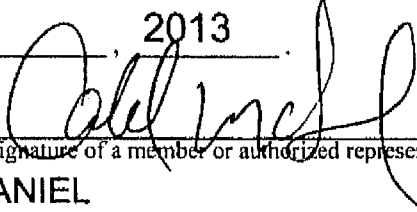
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Dated 7th of May, 2013



Signature of a member or authorized representative of a member

CALEB MCDANIEL

Typed or printed name of signee

Page 3 of 3

Filing Fee: \$25.00

FILED  
2013 MAY -9 AM 8:45  
U.S. DEPT. OF JUSTICE  
FBI - MEMPHIS

Exhibit A-15 – Secretary of State

Provide evidence that the applicant has registered with the Ohio Secretary of the State.

See foreign corporation registration certificate.

Legal Name: Utility Services Advisory Group, LLC

**\*201517336462\***

DATE: 06/23/2015	DOCUMENT ID 201517336462	DESCRIPTION REG. OF FOR. PROFIT LIM. LIAB. CO. (LFP)	FILING 125.00	EXPED .00	PENALTY .00	CERT .00	COPY .00
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**Receipt**

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

UTILITY SERVICES ADVISORY GROUP LLC  
MIKE CAMPBELL  
812 PINELLAS ST.  
CLEARWATER, FL 33756

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted**

**2403439**

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

**UTILITY SERVICES ADVISORY GROUP LLC**

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

Document(s)

**REG. OF FOR. PROFIT LIM. LIAB. CO.**

Document No(s):

**201517336462**

**Effective Date: 06/12/2015**



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

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 23rd day of June, A.D. 2015.

*Jon Husted*

Ohio Secretary of State

## B. APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

### 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.

We are directly licensed in the state of IL as described here:

#### CERTIFICATE OF SERVICE AUTHORITY

IT IS CERTIFIED that Utility Services Advisory Group, LLC is granted service authority to operate as an agent, broker, or consultant for the procurement or sale of retail electricity supply for third parties in the State of Illinois.

We also currently sell retail electric services from our Florida location for multiple third parties under their licensing and agreements in the following states: OH, PA, NJ, DC, NY, TX, MA, ME, VT, MD

Legal Name: Utility Services Advisory Group, LLC



## 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.

As we are a sales call center our plan has been and will continue to be contacting commercial businesses from purchased lists, free lists and supplier lists of businesses to sign them up for discounted pricing on their electric services. The contracts used will be those provided by our suppliers. We don't do any billing or customer service for contracted businesses. We do the sign up part and turn them over to the supplier/utility who provides the customer service and billing. Customers can contact us from the numbers we provide as part of the sign-up process including contact information in faxes, emails and on our website. Our toll free, local, fax, and emails are available and monitored to handle any question or problem. Customers receiving service will be directed to their biller/supplier for service or billing questions or complaints.

### 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.).

For the past 3 years we have been contacting commercial companies with single and multiple locations and analyzing their bills, loads and rates and presenting pricing options and contracting. Our sales reps have anywhere from a few to 10 years of experience selling to commercial businesses.

Legal Name: Utility Services Advisory Group, LLC

#### 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.

None of the above.

Legal Name: Utility Services Advisory Group, LLC

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 - X

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.

Yes. Brent McDaniel. Attachment with details follows.

Legal Name: Utility Services Advisory Group, LLC

Exhibit B-5 - Disclosure of Consumer Protection Violations

**John Brent McDaniel as described below.**

Please note that this is the same information we submitted to the State of Florida which granted both an individual telemarketer license and a company telemarketing license with Brent McDaniel named as a principal. Documents numbered and included are:

1. Portion of the application submitted to the FL Division of Consumer Services.
2. The follow up clarification showing exactly where in the docs to refer to.
3. The relevant case pages notated to help with the clarification.
4. The approved and granted personal telemarketer license.
5. The approved and granted FL company telemarketing license following the clarification.

Item 1. Portion of the application submitted to the FL Division of Consumer Services.

**2.** Are you involved in pending litigation or have you had entered against you an injunction, a temporary restraining order, or a final judgment or order, including a stipulated judgment or order, an assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice?

**Yes**

Date of Action: 06/08/2012

Docket Number: 8:09-cv-2309-T-23TBM

Court or administrative agency rendering the decision, judgment or order:

United States District Court Middle District of Florida Tampa Division

Governmental agency which brought the action: FTC

**Details:**

Supporting docs included. File called FTC Final.pdf In summary: Page 2 shows the FTC's proposed final injunction.

**Page 10** shows the actual injunction duration: 10 years from April 2013 Page 11 the US District Judge's statement shows the attempts by the FTC to overstate the actual scene: "Time and again throughout the litigation, the FTC has portrayed the defendants as criminals who operated a fraudulent business that preyed mercilessly on vulnerable homeowners. However, the defendants were found civilly liable not for operating a scam but for deceptively marketing a service. The defendants/ business helped many homeowners reduce a monthly payment and saved a home from foreclosure. Prohibiting the marketing and sale of a debt-relief product or service and the telemarketing of a financial product or service, an injunction prudently limited to ten years, protects consumers without unnecessarily or disproportionately punishing the defendants."

**Page 12** states the 10 year injunction and what it covers (debt relief service, financial product or service, mortgage-assistance product or service)

Page 13 part B summarizes the Prohibitions referred to above. Please note that the FTC's proposed permanent ban on all telemarketing was not accepted by the judge and the actual injunction only includes telemarketing on the subjects stated above.

Item 2. The follow up clarification showing exactly where in the docs to refer to.

To Whom It May Concern.

Regarding additional documentation requested for license approval.

Additional info was requested which wasn't to hand and so my license app was denied. I now have the additional info requested and am resubmitting.

The additional info asked for was regarding the case referenced on my application. What was requested was "Additional details regarding criminal charges."

Please note the case was a civil not a criminal case. And it has an injunction specifically defined as you can see below and in the final court document included.

In summary:

Page 2 shows the FTC's proposed final injunction.

Page 10 shows the actual injunction duration: 10 years from April 2013

Page 11 the US District Judge's statement shows the attempts by the FTC to overstate the actual scene: "Time and again throughout the litigation, the FTC has portrayed the defendants as criminals who operated a fraudulent business that preyed mercilessly on vulnerable homeowners. However, the defendants were found civilly liable not for operating a scam but for deceptively marketing a service. The defendants/ business helped many homeowners reduce a monthly payment and saved a home from foreclosure. Prohibiting the marketing and sale of a debt-relief product or service and the telemarketing of a financial product or service, an injunction prudently limited to ten years, protects consumers without unnecessarily or disproportionately punishing the defendants."

Page 12 states the 10 year injunction and what it covers (debt relief service, financial product or service, mortgage-assistance product or service)

Page 13 part B summarizes the Prohibitions referred to above.

Please note that the FTC's proposed permanent ban on all telemarketing was not accepted by the judge and the actual injunction only includes telemarketing on the subjects stated above.

The current business I am trying to license for sells discounted electricity and gas rates in states that are deregulated. Their website is [www.usagroupenergy.com](http://www.usagroupenergy.com).

Please let me know if any further information is needed.

Thank you in advance,  
John McDaniel

THE FTC PROPOSED BROAD PROHIBITIONS. DEFENSE COUNSEL  
REBUTTED + THE JUDGE AGREED WITH MUCH OF IT.

FINAL SPECIFIC UNITED STATES DISTRICT COURT  
PROHIBITIONS ARE ON MIDDLE DISTRICT OF FLORIDA  
PAGE 13 TAMPA DIVISION

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

CASE NO.: 8:09-cv-2309-T-23TBM

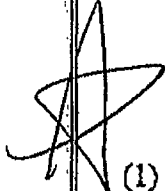
WASHINGTON DATA  
RESOURCES, et al.,

Defendants.

ORDER

An April 23, 2012, order (Doc. 454) finds that the defendants Richard Bishop, John Brent McDaniel, and Tyna Caldwell each violated Section 5 of the FTC Act, 15 U.S.C. § 45(a), and the Telemarketing Sales Rule, 16 C.F.R. § 310.3(a)(2)(iii), by deceptively marketing and selling mortgage modification services. Finding that each defendant presents a "cognizable danger" of a recurrent violation, an April 23, 2012, order (Doc. 454) directs the FTC to propose a final injunction that complies with Rule 65(d), Federal Rules of Civil Procedure, and describes "in reasonable detail—and not by referring to the complaint or other document—the act or acts restrained or required." *FTC v. Washington Data Resources, Inc.*, --- F. Supp. 2d ---, 2012 WL 1415323, \*30 (M.D. Fla. Apr. 23, 2012); see also *SEC v. Sky Way Global, LLC*, 710 F. Supp. 2d 1274, 1287-88 (M.D. Fla. 2010).

★ see P 13 for the prohibition.  
not TM general  
related to  
debt relief  
financial  
products

 The FTC proposes (Docs. 455, 455-1, 456) a final injunction that

(1) permanently prohibits the marketing and selling of a mortgage-assistance service; (2) permanently prohibits telemarketing; (3) permanently prohibits misrepresenting a material fact about the performance, efficacy, nature, or characteristic of a product, service, plan, or program; (4) permanently prohibits collecting payment for a mortgage-assistance service; (5) requires destruction of consumer information; (6) requires delivery of certain assets to the FTC; (8) requires informing business partners about the injunction; (9) requires reporting for twenty years to the FTC selected changes to personal and business information; (10) requires maintenance for twenty years of accounting, personnel, and business records; and (11) permits the FTC to conduct comprehensive discovery without leave of court. The defendants respond (Doc. 458) with objections—some meritless, some colorable, and a few valid.

#### **I. The Proposed Ban on Telemarketing**

First, the defendants argue that the breadth of the proposed ban on telemarketing requires rejection. Section III of the proposed injunction (Doc. 455-1) states “that Defendants, whether acting directly or through any person, are permanently restrained and enjoined from telemarketing or assisting others in telemarketing.” Section I defines “telemarketing” as “a plan, program, or campaign (whether or not covered by the Telemarketing Sales Rule, 16 C.F.R. Part 310) which



is conducted to induce the purchase of goods or services or a charitable contribution, by the use of one or more telephones and which involves more than one interstate telephone call." In other words, the FTC proposes to remedy Tyna Caldwell's misrepresentation about a mortgage-assistance service by preventing, for example, her using a cellular phone to fund-raise for a grandchild's "little league" baseball team.

"A necessary and appropriate injunction against otherwise lawful conduct must be carefully limited in time and scope to avoid an unreasonably punitive or non[-]remedial effect." *United States v. Holtzman*, 762 F.2d 720, 726 (9th Cir. 1985) (citing *Sandura Co. v. FTC*, 339 F.2d 847, 861 (6th Cir. 1964)). An injunction "should be tailored to restrain no more than [] reasonably required to accomplish its ends," both to protect the interest of the parties and to accomplish the purpose of the applicable legislation. *Consolidation Coal Co. v. Disabled Miners of Southern W. Va.*, 442 F.2d 1261, 1267 (4th Cir. 1971); *Keener v. Convergys Corp.*, 342 F.3d 1264, 1269 (11th Cir. 2003) ("Injunctive relief should be limited in scope to the extent necessary to protect the interests of the parties."); *Hughey v. JMS Dev. Corp.*, 78 F.3d 1523, 1531 (11th Cir. 1996) ("An injunction 'must be tailored to remedy the specific harms shown.'" (quoting *Epstein Family Partnership v. Kmart Corp.*, 13 F.3d 762, 771 (3d Cir. 1994)).

The FTC's proposed telemarketing ban, unqualified in either time or scope, infringes unnecessarily the defendants' lawful commercial speech, a right protected by the First Amendment. See *Friedman v. Rogers*, 440 U.S. 1 (1979); *FTC v. Brown &*

*Williamson Tobacco Corp.*, 778 F.2d 35, 43 (D.C. Cir. 1985). The FTC's proposed telemarketing ban broadly prohibits the defendants' employing an entire medium of lawful advertisement and lawful commercial speech, that is, "speech which does 'no more than propose a commercial transaction.'" *Bolger v. Young's Drug Prods. Corp.*, 463 U.S. 60, 66 (1983) (quoting *Virginia State Bd. of Pharm. v. Virginia Citizens Consumer Council, Inc.*, 425 U.S. 748, 762 (1976)). Although false, deceptive, or misleading commercial speech "remains subject to restraint," a restriction on deceptive commercial speech "can be no 'broader than reasonably necessary to prevent the deception.'" *Brown & Williamson*, 778 F.2d at 43 (quoting *In re R.M.J.*, 455 U.S. 191, 200 (1982)); accord *Central Hudson Gas & Elec. Corp. v. Public Serv. Comm'n of N.Y.*, 447 U.S. 557, 566 (1980).

In support of the telemarketing ban, the FTC says that "[n]umerous courts have banned defendants from particular lines of businesses." See *FTC v. Gill*, 265 F.3d 944, 957 (9th Cir. 2001) (enjoining the defendant from engaging in the credit repair industry); *FTC v. Neiswonger*, 494 F. Supp. 2d 1067, 1083-84 (E.D. Mo. 2007) (banning the defendant "from marketing and selling business opportunity programs . . . [and] . . . telemarketing of such programs" (emphasis added)); *FTC v. Check Investors, Inc.*, 2005 U.S. Dist. LEXIS 37199, \*8 (D.N.J. July 18, 2005) (banning the defendants from debt collection); *FTC v. Five Star Auto Club*, 97 F. Supp. 2d 502, 536 (S.D.N.Y. 2000) (banning the defendant from "multi-level marketing"). Additionally, the FTC cites *FTC v. Colgate-Palmolive Co.*, 380 U.S. 374, 395 (1965), and *FTC v. Nat'l*

*Lead Co.*, 352 U.S. 419, 431 (1957), for the often repeated pronouncement: "Having been caught violating the Act, respondents must expect some fencing in." But, an understanding of the Supreme Court's use of this catchy phrase benefits from consideration of the phrase's original context:

[W]e find no defect in the provision of the order which prohibits respondents from engaging in similar practices with respect to "any product" they advertise. The propriety of a broad order depends upon the specific circumstances of the case . . . . [T]he respondents produced three different commercials which employed the same deceptive practice. This we believe gave the Commission a sufficient basis for believing that the respondents would be inclined to use similar commercials with respect to the other products they advertise. We think it reasonable . . . to frame [the] order broadly enough to prevent respondents from engaging in similarly illegal practices in future advertisements. The Commission is not limited to prohibiting the illegal practice in the precise form in which it is found to have existed in the past. Having been caught violating the Act, respondents must expect some fencing in.

*Colgate-Palmolive*, 380 U.S. at 395 (citations and quotations omitted). Complying with *Colgate-Palmolive*, the final injunction will ban the defendants from the "debt-relief" industry (but not entirely from commerce); will prohibit the defendants from telemarketing a "financial product or service" (but not every product or service); and will prove the FTC a monitoring mechanism for ten years (but not in perpetuity). The defendants are emphatically but reasonably "fenced," exactly as prescribed by *Colgate-Palmolive* (that is, subject to "some fencing in" but not silenced entirely and forever).

## II. The Proposed "Obey-the-Law" Injunction

Under the heading "Prohibited Misrepresentations Relating to any Product or Service," the FTC seeks to enjoin the defendants from "misrepresenting or assisting others in misrepresenting, expressly or by implication, any material fact, including but no limited to . . . [a]ny material aspect of the performance, efficacy, nature, or characteristics of the product, service, plan, or program." In *SEC v. Sky Way Global, LLC*, 710 F. Supp. 2d 1274 (M.D. Fla. 2010), the SEC proposed an "obey-the-law" injunction that enjoined the defendant from violating Sections 5 and 17(a) of the Securities Act of 1933 ("Securities Act"), 15 U.S.C. §§ 77e & 77q(a); Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act"), 15 U.S.C. § 78j(b); and Rule 10b-5, 17 C.F.R. § 240.10b-5. Citing a footnote from *SEC v. Smyth*, 420 F.3d 1225, 1233 n. 14 (11th Cir. 2005) (Tjoflat, J.), *Sky Way Global* rejects the proposed injunction. The SEC moved for reconsideration and argued that the broad injunction was permitted by *McComb v. Jacksonville Paper Co.*, 336 U.S. 187 (1949), which approved a "decree of . . . generality" that ordered the defendants to obey the wage, overtime, and record-keeping provisions of the Fair Labor Standards Act ("FLSA"). *Sky Way Global* summarizes *Jacksonville Paper's* injunction:

[*Jacksonville Paper*] approves an injunction that "[b]y its terms . . . enjoin[s] any practices which [a]re violations of th[e] . . . [minimum wage, overtime, and record-keeping] provisions." In approving the injunction, [*Jacksonville Paper*] states that a "decree of that generality"—that is, an injunction that goes beyond prohibiting the specific scheme or schemes that the defendant perpetrated or may perpetrate—is "often necessary to prevent further violations where a proclivity for unlawful conduct has been shown." For example, rather than requiring that an

injunction identify each possible method by which an employer may circumvent the minimum wage requirement, an injunction may simply order an employer to pay a minimum wage. That way, the injunction is both precise enough to give an employer fair warning of the prohibited conduct and general enough to prevent the employer's evading the injunction by simply inventing a new method of circumventing the minimum wage requirement, which method the highly specific injunction failed to identify.

*Sky Way Global*, 710 F. Supp. 2d at 1296. As a consequence of "the highly precise dictates of the FLSA," the injunction in *Jacksonville Paper* "precisely delineated the prohibited conduct and provided unambiguous notice of the exact wage, hour, and record keeping requirements of the injunction." *Sky Way Global*, 710 F. Supp. 2d at 1296. Although characterized as a "decree of . . . generality," the *Jacksonville Paper* injunction is "reasonably detailed and appropriately refined," *Sky Way Global*, 710 F. Supp. 2d at 1296.

Highlighting Section 10(b) of the Securities Exchange Act, *Sky Way Global* contrasts the SEC's proposed injunction:

The Exchange Act, for example, prohibits an expansive, indefinite category of acts and omissions, generally encompassing any imaginable fraudulent or deceptive scheme in connection with the purchase or sale of any kind of security. In contrast, the FLSA narrowly proscribes the failure to pay a defined minimum wage and rate of overtime compensation. The detail inherent in the FLSA permits an injunction that simply commands the defendant to comply with an FLSA provision or provisions (as would the command of statute mandating the purchase of car insurance before driving, or compliance with the applicable speed limit). Accordingly, an injunction ordering compliance with the FLSA's minimum wage requirement easily satisfies Rule 65(d). On the other hand, the Exchange Act permits no such injunction, because the Exchange Act utterly lacks a comparable level of detail. An employer enjoined from violating the minimum wage requirement knows that failure to pay the minimum wage will result in contempt, but a company enjoined from violating (generally and in any way) the

Exchange Act faces a limitless array of scenarios sufficient to warrant a sanction for contempt. Thus, [*Jacksonville Paper*] aptly demonstrates that the problem with an injunction's commanding compliance with the securities laws is not the mere fact that the injunction tracks the statutory language—the problem with ordering a defendant to obey the securities laws (and commanding no more than compliance with the broad dictates of the Securities Act, the Exchange Act, and Rule 10b-5) is the daunting breadth and complexity of the statutory (and accompanying regulatory) language. If the Exchange Act were as precise in each requirement as the FLSA (or, for that matter, as the car insurance statute) an injunction commanding compliance with a requirement of the Exchange Act would easily satisfy Rule 65(d). However, the Exchange Act is anything but precise (and perhaps necessarily so). The Exchange Act consists of a set of expansive, all-encompassing prohibitions and, thus, in order to comport with Rule 65(d), [Federal Rules of Civil Procedure,] an injunction commanding compliance with the Exchange Act must contain a more refined operative command capable of ascertainment and enforcement.<sup>1</sup>

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<sup>1</sup> *SEC v. Goble*, --- F.3d ---, 2012 WL 1918819, \*13 (11th Cir. May 29, 2012), considers an injunction enjoining a violation of Sections 15(c)(3) and 17(a) of the Securities Exchange Act of 1934, 15 U.S.C. §§ 78o(c)(3) & 78q(a) (notably, not Section 17(a) of the Securities Act of 1933, 15 U.S.C. § 77q(a)). *Goble* finds that an injunction tracking the language of 15 U.S.C. §§ 78o(c)(3) & 78q(a) "may comply with Rule 65(d)" because, like the injunction in *Jacksonville Paper*, the provisions "contain specific commands and a defendant restrained from violating these commands would be able to determine what conduct the injunction addressed." *Goble*, 2012 WL 1918819 at \*11.

In the discussion, the Eleventh Circuit includes an analysis—strikingly similar to *Sky Way Global's* analysis—that distinguishes the *Jacksonville Paper* injunction and the FLSA from an injunction tracking the language of Section 10(b) of the Exchange Act:

We reject the contention that Rule 65(d) provides the district court this discretion in *all* circumstances involving an injunction against violations of the securities laws. But, we also recognize that at times an injunction that orders a defendant to comply with a statute may be appropriate; Supreme Court precedent dictates this.

In *McComb v. Jacksonville Paper Co.*, the Supreme Court upheld a decree that directed the defendants to obey the minimum wage, overtime, and record keeping provision of the [FLSA]. The SEC contends that *Jacksonville Paper Co.* validates the injunction here (including the portions of the injunction prohibiting violations of § 10(b) and Rule 10b-5). While the decree in *Jacksonville Paper Co.* may have ordered compliance with provisions of the [FLSA] . . . the terms of that statute were relatively specific. For example, the defendant knew the exact wage it was being ordered to pay, it knew the

(continued...)

*Sky Way Global*, 710 F. Supp. 2d at 1297-98.

The FTC's proposed injunction (Doc. 455-1, at 11) broadly and impermissibly prohibits the misrepresentation of "[a]ny material aspect of the performance, efficacy, nature, or characteristics of [a] product, service, plan, or program." The provision tracks the language of the Telemarketing Sales Rule but excludes the important limitations that the misrepresentation is "the subject of a sales offer" and that the misrepresentation occurs while conducting "telemarketing" (as defined in the regulation). *See* 16 C.F.R. § 310.3(a)(2)(iii) & (iv). Insufficiently specific, the provision essentially informs the defendants not to violate Section 5 of the FTC Act, 15 U.S.C. § 45(a), which prohibits "unfair or deceptive acts or practices in or affecting commerce," a prohibition of boundless proportion. Similar to Section 10(b) of the Exchange Act, and unlike the FLSA and the two provisions considered in *Goble*, the language proposed by the FTC (and Section 5 of the FTC Act) "prohibits

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<sup>1</sup>(...continued)

required overtime pay rate, and it could easily discern the records it was required to keep. In other words, while the decree enjoined violations of the statute, the terms of the statute were specific, and the defendant clearly knew what conduct the injunction addressed.

The same cannot be said for all orders enjoining violations of the securities laws. For example, if an injunction simply used the language of [Section] 10(b) of the Exchange Act or Rule 10b-5, a defendant reading the injunction would have little guidance on how to conform his conduct to the terms of the injunction. Indeed, that defendant would need to review hundreds of pages of the Federal Reporters, law reviews, and treatises before he could begin to grasp the conduct proscribed by [Section] 10(b) and in turn the injunction.

*Goble*, 2012 WL 1918819, at \*11.

an expansive, indefinite category of acts and omissions, generally encompassing any imaginable fraudulent or deceptive scheme . . . [, and provides] a limitless array of scenarios sufficient to warrant a sanction for contempt." *See Sky Way Global*, 710 F. Supp. 2d at 1297 (discussing a proposed injunction that prohibits the violation of certain securities laws); *accord Goble*, 2012 WL 1918819 at \*11.

Rule 65(d) and *Jacksonville Paper* permit a moderate and precise injunction limiting the prohibited misrepresentation to a particular "line of business." Because, as discussed in Part II, above, the injunction will forbid the defendants' attempt to market any and every debt-relief product or service, the injunction necessarily forbids any misrepresentation about a debt-relief product or service—without the inclusion of a global prohibition against misrepresentation in general.

### III. Duration


The FTC proposes a perpetual injunction; the facts warrant a ten-year injunction. Citing *United States v. Grant*, 345 U.S. 629, 633 (1953), and finding that the defendants create a "cognizable danger" of a recurrent violation, the April 23, 2012, order (Doc. 454) approves the FTC's request for an injunction because:

[E]ach defendant for years has engaged in the loss mitigation business, because each defendant has easily transferred from one loss mitigation company to the next, because [] Bishop and McDaniel have founded at least four loss mitigation companies between 2004 and 2009, because Caldwell was employed by at least three loss mitigation companies during the last ten years, because each defendant has the technical knowledge to operate a loss mitigation company, because Bishop and McDaniel began Legal Admin Services only a few months before the




entry of the TRO, and because the economic barriers to enter the loss mitigation industry are minimal.

*Washington Data*, 2012 WL 1415323, \*30; see also *SEC v. Carriba Air, Inc.*, 681 F.2d 1318, 1322 (11th Cir. 1982) (quoting *SEC v. Blatt*, 583 F.2d 1325, 1334 n.29 (5th Cir. 1978) (considering "[t]he egregiousness of the defendant's actions, the isolated or recurrent nature of the infraction, the degree of scienter involved, the sincerity of the defendant's assurances against future violations, the defendant's recognition of the wrongful nature of his conduct, and the likelihood that the defendant's occupation will present opportunities for future violations.")). During ten years of absence from the debt-relief industry, during ten years of absence from telemarketing a financial service, during ten years of sworn compliance, and during ten years of notifying business partners, employees, and others of the injunction and the violation, the "cognizable danger" of recurrence declines linearly.




Time and again throughout the litigation, the FTC has portrayed the defendants as criminals who operated a fraudulent business that preyed mercilessly on vulnerable homeowners. However, the defendants were found civilly liable not for operating a scam but for deceptively marketing a service. The defendants' business helped many homeowners reduce a monthly payment and save a home from foreclosure. Prohibiting the marketing and sale of a debt-relief product or service and the telemarketing of a financial product or service, an injunction prudently limited to ten years, protects consumers without unnecessarily or disproportionately punishing the defendants.


#### IV. Injunction


 The defendants are enjoined for ten years as follows:

##### *A. Definitions*

 **"Debt-relief product or service"** means a product or service, including a mortgage-assistance product or service, designed or purportedly designed to negotiate, settle, or alter the terms of a debt or obligation.

**"Defendant"** means Richard A. Bishop, John Brent McDaniel, and Tyna Caldwell. **"Other defendant"** means Washington Data Resources, Inc.; Optimum Business Solutions, LLC, a/k/a Attorney Finance Services, LLC, and d/b/a Attorney Finance Services; Crowder Law Group, P.A., f/k/a Jackson, Crowder & Associates, P.A., and d/b/a Legal Support Services; Douglas A. Crowder; Bruce Meltzer; and Kathleen Lewis.

 **"Financial product or service"** means a product or service, including a debt-relief product or service and a mortgage-assistance product or service, designed or purportedly designed to assist a consumer attempting to receive credit or improve a credit rating.

 **"Mortgage-assistance product or service"** means a product or service designed or purportedly designed to assist a consumer with preventing or postponing a foreclosure sale or a repossession of the consumer's dwelling or with modifying a term of either a residential loan or a residential "short sale."

"Person" means a natural person and a corporation or other business entity.

"Servicer" means a person that performs loan or credit account administration or processing services. "Sworn" means that a document complies with 28 U.S.C.

§ 1746. "Telemarketing" means a plan, program, or campaign that uses a telephone and involves more than one interstate telephone call to induce the purchase of a good or service.

#### *B. Prohibitions*

The defendants shall not (1) market or provide or assist a person in marketing or providing a debt-relief product or service; (2) telemarket or assist a person in telemarketing a financial product or service; (3) attempt to collect, sell, or assign a right to collect money from a consumer who agreed to purchase a mortgage-assistance product or service from the defendant or an other defendant.

#### *C. Consumer Information*

The defendants shall not disclose or use consumer information, such as a name, address, telephone number, email address, social security number, other identifying information, or data that enables access to a customer's financial account (including a credit card, bank account, or other financial account), that a defendant or other defendant obtained by operating Washington Data Resources, Inc.; Optimum Business Solutions, LLC, a/k/a Attorney Finance Services, LLC, and d/b/a Attorney Finance Services; Crowder Law Group, P.A., f/k/a Jackson,

Crowder & Associates, P.A., and d/b/a Legal Support Services; or Legal Admin Services, Inc; and Meltzer Law Group. On or before thirty days after the entry of this injunction, each defendant shall destroy consumer information in the defendant's possession, custody, or control. The defendant shall destroy consumer information in a manner that immediately and finally prevents further access to the information.

*D. Delivery of Assets*

On or before fourteen days after the entry of this injunction, a person receiving actual notice of this injunction and holding, controlling, or maintaining an account or an asset subject to the asset freeze (Docs. 35, 67, 406) shall deliver the account or asset to the FTC. After delivery of the account or asset to the FTC, the asset freeze shall terminate without further judicial action.

*E. Injunction Acknowledgment*

On or before fourteen days after entry of the injunction each defendant shall submit to the FTC a sworn acknowledgment of receipt of this injunction.

For a business of which the defendant is the majority owner or which the defendant controls—collectively with a defendant, collectively with an other defendant, or individually—each defendant shall deliver a copy of this injunction (1) to each principal, officer, director, and manager and (2) to each employee, agent, and representative who offers a financial service or product. For current personnel, delivery must occur on or before thirty days after entry of this injunction. For future

personnel, delivery shall occur on or before fourteen days after the individual or defendant begins work. The defendants shall save a copy of each acknowledgment and deliver a copy to the FTC upon request.

*F. Compliance*

No sooner than one year after entry of this injunction and no later than July 12, 2013, and every two years thereafter, each Defendant shall submit to the FTC a sworn attestation of compliance with this injunction and designate a preferred and effective medium for the FTC to contact the defendant during the forthcoming two years.

Each defendant is responsible to ensure delivery of the biennial compliance report to Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington D.C. 20580. The subject line shall begin: FTC v. [the defendant's first and last name], Matter No. X100011.

*G. Judgment*

A judgment is entered for the FTC and against the defendant Bishop and the defendant McDaniel, jointly and severally, in the amount of \$1,974,270. A judgment is entered for the FTC and against the defendant Caldwell in the amount of \$664,704.

The defendants shall deposit money paid to the FTC into an account administered by the FTC and used for consumer redress. The FTC shall deposit into

the United States Treasury money not used for consumer redress. Judgment interest shall accrue in accord with 28 U.S.C. § 1961(a).

Jurisdiction is retained to construct, modify, and enforce this injunction.

ORDERED in Tampa, Florida, on June 8, 2012.

*Steven D. Merryday*

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STEVEN D. MERRYDAY  
UNITED STATES DISTRICT JUDGE

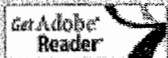


# Division of Consumer Services

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
1-800-HELP-FLA (435-7352) • 1-800-FL-AYUDA (352-9832) • (850) 410-3800



Adam H. Putnam, Commissioner - Tom A. Steckler, Director

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## Commercial Telephone Salesperson TP60928

**John B Mcdaniel****2621 W Grand Reserve Cir Apt 419, Clearwater, FL 33759-3974****License Status****Issue Date****Expiration Date**

Registered

6/24/2015

6/24/2016

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Florida Department of Agriculture & Consumer Services  
ADAM H. PUTNAM, Commissioner  
Tallahassee, Florida

August 13, 2015

Division of Consumer Services  
2005 Apalachee Pkwy  
Tallahassee FL 32399-6500  
1-800-HELP-FLA / Fax 850-410-3804  
[www.800helpfla.com](http://www.800helpfla.com)

**Refer To: DTN: 2706182 Lic# TP60928**

JOHN B MCDANIEL  
UTILITY SERVICES ADVISORY GROUP LLC  
1249 S MYRTLE AVE  
CLEARWATER, FL 33756-3469

Dear JOHN B MCDANIEL:

This letter is to acknowledge receipt of the Commercial Telephone Salesperson application and registration fee. The completed application was submitted for the above named individual and associated with UTILITY SERVICES ADVISORY GROUP LLC.

Based on the application requirements, Interim Operating Authority (IOA) has been granted pursuant to 501.607(3), F.S. and Florida Administrative Code Rule 5J-6.005 (2)(a). In no case shall that authority exceed a period of 90 days from the date of this letter.

Within 90 days, you will be notified by mail of the granting or denial of the applicant's license. Should the application be denied, this interim operating authority shall be immediately terminated and the applicant must cease and desist acting as a telemarketing salesperson.

For assistance, please call 1-800-HELP-FLA (435-7352) if calling from within Florida, 850-410-3800 if calling from outside Florida, or visit us online at [www.800helpfla.com](http://www.800helpfla.com).

Sincerely,

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE



Item 5. The approved and granted FL company telemarketing license following the clarification.



Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
2005 Apalachee Pkwy  
Tallahassee, Florida 32399-6500

June 12, 2015

UTILITY SERVICES ADVISORY GROUP LLC  
812 PINELLAS ST  
CLEARWATER, FL 33756-3429

Subject : Commercial Telephone Seller, TC4456, valid until: June 6, 2016

Enclosed is the commercial telephone seller license TC4456 issued to your business. The department does not review the content of contracts or scripts when processing applications for licensure. It is recommended you seek legal counsel to ensure these documents are in compliance with Florida statutes. Please inform the Department of any changes in the original license application, on the Department's Material Change Form. The current version of the form is available online at <http://www.800helpfla.com/trmkfaq2.html>.

When salespersons are hired, please remember the law requires that they be licensed or obtain interim operating authority prior to making calls on behalf of your business. You should be aware that s.501.616(4), F.S., provides it is unlawful for any commercial telephone seller or salesperson to be unlicensed and provides for civil penalties of up to \$10,000 per violation in s.501.619, F.S. In addition, s.501.623(3), F.S., states that no commercial telephone seller or salesperson shall solicit without a license. A person who violates this section commits a felony of the third degree.

If you have any questions concerning this matter, please contact us at 1-800-HELP-FLA or 850-410-3800 (if calling out of state).

Cut Here



POST CERTIFICATE  
CONSPICUOUSLY

State of Florida  
Department of Agriculture and Consumer Services  
Division of Consumer Services  
2005 Apalachee Pkwy  
Tallahassee, Florida 32399-6500

Registration No.: **TC4456**  
Issue Date: June 11, 2015  
Expiration Date: June 6, 2016

## Commercial Telephone Seller Registration Certificate

Chapter 501, Part IV, Florida Statutes

UTILITY SERVICES ADVISORY GROUP LLC  
1249 S MYRTLE AVE  
CLEARWATER, FL 33756-3469

ADAM H. PUTNAM  
COMMISSIONER OF AGRICULTURE

This is to certify that the commercial telephone seller whose name and address are shown above has paid the required fee and posted an approved security as required by Sections 501.601-501.626, F.S., and is hereby granted this license as a Commercial Telephone Seller as defined in Section 501.603, F.S.



JOHN BRENT Mc DANIEL ON THE APA 5th PAGE 1 N.



ADAM H. PUTNAM

Florida Department of Agriculture and Consumer  
Services  
Division of Consumer Services

COMMERCIAL TELEPHONE SELLER  
BUSINESS LICENSE APPLICATION

Chapter 501.608, Florida Statutes

Mailing Address:

Attn: Commercial Telephone  
Salesperson

Florida Department of Agriculture and  
Consumer Services

2005 Apalachee Parkway  
Tallahassee, FL 32399-6700

[www.800helpfla.com](http://www.800helpfla.com)

1-800-HELP-FLA (435-7352) FL Only  
850-488-2221 Calling Outside Florida  
Fax 850-410-3804

Note: All documents and attachments submitted with this application are subject to public review pursuant to Chapter 119, F.S.

APPLICATION INFORMATION

License No# TC4456

BUSINESS INFORMATION s. 501.605(2)(a), F.S.

Business Name\*\*

UTILITY SERVICES ADVISORY GROUP LLC

Fictitious Names\*\*

Does not apply was selected for Fictitious Names

\*\*All fictitious names must be registered with the Division of Corporations. If business is a corporation then 'Name' is the legal name of the business as listed with the Division of Corporations. You must list all names under which you intend to do business.

Street Address

1249 S MYRTLE AVE  
CLEARWATER, Florida 33756-3469 USA

Mailing Address

812 PINELLAS ST  
CLEARWATER, Florida 33756-3429 USA

Telephone Number

855-328-8008

Fax Number

866-865-2798

Email Address

info@usagroupenergy.com

Website Address

www.usagroupenergy.com

Federal Employer ID Number (FEIN): s.119.092, F.S.

46-2670198

Form of Organization.

Limited Liability Company

4/24/2013

Florida

Registered Agent

42

CALEB ALEXANDER MCDANIEL  
2621 W GRAND RESERVE CIR APT 419  
CLEARWATER, Florida 33759-3974 USA  
727-417-6913

info@usagroupenergy.com

### Business Details

Brief description of product(s) sold and/or service(s) provided:

**selling discounted electrical and gas prices in deregulated states**

Title 18, Part I, Chapter 61, Sec. 1301, United States Code prohibits procuring for a person in 1 State a ticket, chance, share, or interest in a lottery conducted by another state. Do you now or do you intend to solicit the sale of memberships in a lottery club across state lines? **No**

### Criminal And Litigation History

1. Has the applicant previously been arrested for, convicted of, or is under indictment or information for, a felony? Conviction includes a finding of guilt where adjudication has been withheld. **No**
2. Has the applicant previously been convicted of, or under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property? Conviction includes a finding of guilt where adjudication has been withheld. **No**
3. Has the applicant ever been convicted of acting as a salesperson without a license, either judicial or administrative, or whether such a license has previously been refused, revoked, or suspended in any jurisdiction? **No**
4. Has the applicant worked for, or been affiliated with, a company that has had entered against it an injunction, a temporary restraining order, or a final judgment or order, including a stipulated judgment or order, an assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice? **No**
5. Has the applicant had entered against him or her an injunction, a temporary restraining order, or a final judgment or order, including a stipulated judgment or order, an assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice? Is any litigation pending against the applicant? **No**

### Occupation History

1. Occupation: emp Period: 04/24/2013 - 6/3/2015  
Employer: Utility Services Advisory Group LLC  
Address: 1249 S. Myrtle Ave Clearwater, FL 33756

### Previous Experience

0 Months experience

## Parents And Affiliates

Does not apply was selected for parent and affiliates.

## Officers

### Officer 1

Name: EDWARD P BRYAN  
Title: Owner

### Information

Date of Birth: 7/2/1940  
ID Type: Driver's License Number  
ID Number: S0776280  
ID State: California

### Home Address

6131 SIMPSON AVE  
NORTH HOLLYWOOD, California 91606-4716 USA

### Criminal And Litigation History

1. Have you been convicted of, or under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property? Conviction **No** includes a finding of guilt where adjudication has been withheld.
2. Are you involved in pending litigation or have you had entered against you an injunction, a temporary restraining order, or a final judgment or order, including a stipulated judgment or order, an assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice? **No**
3. Have you ever been, subject to any litigation, injunction, temporary restraining order, or final judgment or order, including a stipulated judgment or order, an assurance of voluntary compliance, or any similar document or any restrictive court order relating to a business activity as the result of any action brought **No** by a governmental agency, including any action affecting any license to do business or practice an occupation or trade?
4. Have you at any time during the previous 7 years filed for bankruptcy, been adjudged bankrupt, or been reorganized because of insolvency or been a principal, director, officer, or trustee of, or a general or limited partner in, or had responsibilities as a manager in, any corporation, partnership, joint venture, **No** or other entity that filed for bankruptcy, was adjudged bankrupt, or was reorganized because of insolvency within 1 year after the person held that position?

### Officer 2

Name: CALEB ALEXANDER MCDANIEL  
Title: Owner

## Information

Date of Birth: 5/15/1986  
ID Type: Driver's License Number  
ID Number: 34750261  
ID State: California

## Home Address

2621 W GRAND RESERVE CIR APT 419  
CLEARWATER, Florida 33759-3974 USA

## Criminal And Litigation History

1. Have you been convicted of, or under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property? Conviction **No** includes a finding of guilt where adjudication has been withheld.
2. Are you involved in pending litigation or have you had entered against you an injunction, a temporary restraining order, or a final judgment or order, including a stipulated judgment or order, an assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice? **No**
3. Have you ever been, subject to any litigation, injunction, temporary restraining order, or final judgment or order, including a stipulated judgment or order, an assurance of voluntary compliance, or any similar document or any restrictive court order relating to a business activity as the result of any action brought **No** by a governmental agency, including any action affecting any license to do business or practice an occupation or trade?
4. Have you at any time during the previous 7 years filed for bankruptcy, been adjudged bankrupt, or been reorganized because of insolvency or been a principal, director, officer, or trustee of, or a general or limited partner in, or had responsibilities as a manager in, any corporation, partnership, joint venture, **No** or other entity that filed for bankruptcy, was adjudged bankrupt, or was reorganized because of insolvency within 1 year after the person held that position?

## Salespersons

SP List attached.

## Locations

### Location

Business Name: Utility Services Advisory Group LLC

1249 S. Myrtle Ave  
Clearwater, Florida 33756 USA

This is a Physical address.

Manager Name: John Brent McDaniel



Phone Number(s):

727-443-7788, 855-328-8008, 727-443-5191, 866-865-2798,

## Questions

### Question 11

- a. Attached are copies of all sales scripts given to those soliciting for us. [501.605(2)(l)3, F.S.] ☒
- b. We do not use sales scripts. ☐

### Question 12

- a. Attached are copies of all sales information or literature we provide our salespeople or of which we inform our salespeople (including, but not limited to, scripts, outlines, instructions and information regarding how to conduct telephonic sales, sample introductions, sample closings, product information and contest or premium award information.) [501.605(2)(l)3, F.S.] ☒
- b. We do not provide our salespersons with or inform our salespersons of any sales information or literature described in 12(a). ☐

### Question 13

- a. Attached are copies of all written material we send any prospective or actual purchaser. [501.605(2)(l)3, F.S.] ☒
- b. We do not send any written material to any prospective or actual purchaser. ☐

### Question 14

- a. Does not apply. ☐
- b. We offer to prospective or actual purchasers that the purchaser will receive certain items which may be referred to as gifts, premiums, bonuses, prizes or otherwise, and EACH of the following apply: [501.614, F.S.] ☒
- The item(s) is/are offered unconditionally
  - The buyer has seven (7) days to return the goods or cancel services
  - The buyer will receive a full refund in thirty (30) days
  - The buyer has the right to keep the gift, premium, bonus or prize without cost
- c. If you or your salespeople represent or imply to prospective or actual purchasers that the purchaser will receive certain specific items or one or more items from among designated items, or a certificate of any type which the purchaser must redeem to obtain the item described in the certificate, whether the items are referred to as gifts, premiums, bonuses, prizes or otherwise, list the following: ☐



**Question 15**

a. A purchaser receives all of the items described by our salespeople. [501.614(5), F.S.]

[X]

b. Complete the following in the event a purchaser does not actually receive all of the items described by the seller or salesperson: [ ]

**Entered Information**

- We decide which item or items a particular prospective purchaser is to receive in the following manner:
  -
- The odds a single prospective purchaser has of receiving each item described is:
  -

c. We do not represent or imply prospective or actual purchasers will receive certain specific items, one or more items among designated items or a certificate of any type which the purchaser must redeem to obtain the item described in the certificate. [ ]

**Financial Institutions****Institution**

Institution Name: Suntrust Bank

Contact Name: Jerry Gunkel

Contact Number:

**Address**

601 Cleveland St # 160

Cleewater, Florida 33755 USA

**Accounts**

1000166394287

**Security Information**

Security Type: Surety Bond

Security Amount: \$50,000

Security ID Number: 59BSBGN0384

Security Begin Date : 05/20/2015

Security End Date: 05/20/2016

Security Institution Name: Hartford Fire Insurance Company

**Security Institution Address**

One Hartford Plaza

Hartford, Connecticut 06155 USA

Security Institution Phone: 888-266-3488

## Uploaded Documents

### All Uploaded Documents

Name	Description	Type
Sample of what sent to client.pdf		TC13A
Sample of Client agreement from Utility Supplier.pdf		TC13A
Current Salespeople for TM Bus. license renewal June 2015.docx		TCTPLIST
Commercial Information Sheet.docx		TC12A
USAG Dealing with Commercial Clients.doc		TC12A
USAG Commercial Sales Presentation.doc		SCRIPTS
USAG Commercial Sales Presentation.doc		TC13A
Commercial Information Sheet.docx		TC13A
USAG Fax Cover - General.docx		TC13A
Letterhead - USA Group.docx		TC13A
Rate Analysis Sheet.xlsx		TC13A

## Verification Information

### Verification Questions

I understand that the Florida Department of Agriculture and Consumer Services will conduct a background investigation of the individuals listed in the application.

Accepted: ☒

I hereby give my permission and waive any provisions of law that forbid any court, police agency, employer, firm or person from disclosing any knowledge or information they have concerning me which is requested by the Florida Department of Agriculture and Consumer Services. I further consent and request that the Director of the Division of Consumer Services, or his representative, be provided with a certified copy of any such record concerning me which they may deem necessary in the performance of their investigation.

Accepted: ☒

Any commercial telephone seller or salesperson who falsifies information on an application commits a felony of the third degree, punishable as provided in F.S. 775.082, F.S. 775.083, or F.S. 775.084.

Accepted: ☒

### Preparer Information

Preparer Name: Caleb McDaniel  
Preparer Phone: 727-417-7889



## Signature Information

Signature Name: Caleb McDaniel

Signature Date: 6/3/2015

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.

X No ☐ Yes

Legal Name: Utility Services Advisory Group, LLC

### C. APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

#### 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.

No official shareholder annual reports.

2015 year to date and 2014 financial statements included and are used for any investor.

Legal Name: Utility Services Advisory Group, LLC

## 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.

Utility Services Advisory Group, LLC is not required to file with the SEC as we are a privately-held company.

Legal Name: Utility Services Advisory Group, LLC

### 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.

Financial Statements Included.

Legal Name: Utility Services Advisory Group, LLC

## Utilities Services Advisory Group

## PROFIT AND LOSS

January - December 2014

	TOTAL
<b>Income</b>	
Commission Income	3,206.58
Commercial Commissions	191,930.42
Residential Commissions	2,376.08
<b>Total Commission Income</b>	<b>197,513.08</b>
<b>Total Income</b>	<b>\$197,513.08</b>
<b>Expenses</b>	
Advertising	3,601.34
Bank Charges	908.00
Bond	281.35
Commissions & fees	
Commission - spiffs	110.00
Commissions-McDaniel	37,593.00
<b>Total Commissions &amp; fees</b>	<b>37,703.00</b>
Dialer	6,320.00
Insurance	
Worker's Comp	561.23
<b>Total Insurance</b>	<b>561.23</b>
Internet Expense	54.75
Janitorial	300.00
Legal & Professional Fees	500.00
Licenses and permits	4,186.80
Office Expenses	1,263.60
Payroll Taxes	
FUTA	401.54
Medicare	1,657.70
Soc Sec	7,088.10
SUI	672.77
<b>Total Payroll Taxes</b>	<b>9,820.11</b>
Payroll Wages	114,324.34
Postage and Delivery	72.88
Rent or Lease	9,584.63
Repair & Maintenance	
Equipment Repair	125.00
<b>Total Repair &amp; Maintenance</b>	<b>125.00</b>
Software	266.06
Taxes & Licenses	0.00
Telephone/Internet	4,623.77
Uncategorized Expense	0.00
Utilities	3,447.65
<b>Total Expenses</b>	<b>\$197,944.51</b>
<b>Net Operating Income</b>	<b>\$ -431.43</b>
<b>Net Income</b>	<b>\$ -431.43</b>

## Utilities Services Advisory Group

## PROFIT AND LOSS

January - June, 2015

	TOTAL
<b>Income</b>	
Commission Income	19,527.76
Commercial Commissions	255,997.26
Total Commission Income	<u>275,525.02</u>
Total Income	<u>\$275,525.02</u>
<b>Expenses</b>	
Advertising	1,549.40
Bank Charges	390.00
Bond	1,081.50
Commissions & fees	
Commission - spliffs	3,500.00
Commissions-McDaniel	29,960.00
Total Commissions & fees	<u>33,460.00</u>
Computer Expense	657.15
Dialer	3,435.00
Insurance	
Worker's Comp	500.00
Total Insurance	<u>500.00</u>
Internet Expense	65.70
Janitorial	450.00
Legal & Professional Fees	650.00
Licenses and permits	2,257.00
Meals and Entertainment	439.61
Office Expenses	3,548.86
Postage and Delivery	62.40
Promotional	519.90
Rent or Lease	10,666.56
Software	884.41
Taxes & Licenses	143.75
Telephone/Internet	2,383.49
Temporary Help	363.80
Utilities	3,507.53
Total Expenses	<u>\$67,016.06</u>
Net Operating Income	<u>\$208,508.96</u>
Net Income	<u>\$208,508.96</u>

&lt;170,000&gt; = 38508.96

pay roll liab

Thursday, Jul 16, 2015 04:21:30 PM PDT GMT-4 - Cash Basis

## Utilities Services Advisory Group

**BALANCE SHEET**

As of December 31, 2014

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Contra	696.15
MARKETING SOLUTIONS	57.65
SUN CHECKING	2,474.70
UTIL SERV CHECKING	1,176.05
UTIL SERV SAVINGS	0.00
Total Bank Accounts	<u>\$4,404.55</u>
Other current assets	
Loan to Bishop	5,871.25
Loan to Caleb	13,460.83
Loan to McDaniel	245.41
Total Other current assets	<u>\$19,577.49</u>
Total Current Assets	<u>\$23,982.04</u>
<b>TOTAL ASSETS</b>	<u><u>\$23,982.04</u></u>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan from Bryant	50,000.00
loan from DocHunters	1,230.88
Loan from Putnam	25,000.00
Payroll Liability	2,394.78
Total Other Current Liabilities	<u>\$78,625.66</u>
Total Current Liabilities	<u>\$78,625.66</u>
Total Liabilities	<u>\$78,625.66</u>
Equity	
Retained Earnings	-54,212.19
Net Income	-431.43
Total Equity	<u>\$ -54,643.62</u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<u><u>\$23,982.04</u></u>

Thursday, Jul 16, 2015 04:24:25 PM PDT GMT-4 - Cash Basis



## Utilities Services Advisory Group

**BALANCE SHEET**

As of June 30, 2015

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
Contra	696.15
MARKETING SOLUTIONS	57.65
SUN CHECKING	35,547.64
UTIL SERV CHECKING	1,176.05
UTIL SERV SAVINGS	0.00
Total Bank Accounts	<u>\$37,477.49</u>
Other current assets	
Loan to Bishop	5,871.25
Loan to Caleb	13,460.83
Loan to McDaniel	245.41
Total Other current assets	<u>\$19,577.49</u>
Total Current Assets	<u>\$57,054.98</u>
<b>TOTAL ASSETS</b>	<u><u>\$57,054.98</u></u>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loan from Bryant	48,000.00
loan from DocHunters	1,230.88
Loan from Putnam	24,000.00
Payroll Liability	-170,041.24
Total Other Current Liabilities	<u>\$ -96,810.36</u>
Total Current Liabilities	<u>\$ -96,810.36</u>
Total Liabilities	<u>\$ -96,810.36</u>
Equity	
Retained Earnings	-54,643.62
Net Income	208,508.96
Total Equity	<u>\$153,865.34</u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<u><u>\$57,054.98</u></u>

Thursday, Jul 16, 2015 04:22:56 PM PDT GMT-4 - Cash Basis

#### 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.).

There are no bank commitments.

There are no credit agreements.

Contractual arrangements with suppliers follow.

Investor Agreement follows.

Legal Name: Utility Services Advisory Group, LLC



## Channel Partner Affiliate Agreement

Approved Energy Marketer:	Energy Agent / Broker / Consultant:
AMERIGreen Energy, Inc.	UTILITY SERVICES ADVISORY GROUP, LLC
333 Sylvan Avenue Suite 206	812 PINELLAS ST
Englewood Cliffs, NJ 07632	CLEARWATER, FL 33756
Tel: 201-871-8760	727 443 7788
Fax: 201-871-8462	866 865 2798

Date: 28 OCT 2014

BRENT@USAGROUPENERGY.COM

### MEMORANDUM OF AGREEMENT

AMERIGreen Energy, Inc. ("AMERIGreen") and AGENT ("AGENT") hereby enter into this covenant and agree as follows:

1. It is agreed that AGENT and AMERIGreen enter into a formal relationship to engage in a cooperative effort to enroll AGENT's clients in AMERIGreen's commodity supply pools for natural gas and/or electricity wherever AMERIGreen is licensed and approved to offer energy supply. The term of this agreement is for 12 months, and will continue until terminated by either party.
2. AMERIGreen offers several pricing options including Monthly Variable Rates, Fixed Rates, or Index based pricing such as NYMEX plus basis. Various term lengths are available.
3. For variable priced accounts, typical annual savings is between 1% and 10% below the local utility rates, however, there is no guarantee that AMERIGreen's rates will be lower than the rates offered by the local LDC's.
4. AGENT will be paid a referral fee on a per unit basis. Referral fees will be paid on a monthly basis, based on actual consumption of referred accounts.
5. AMERIGreen will provide monthly reports via email detailing the usage of all referred accounts.
6. AGENT will be paid a referral fee per therm for gas and per kwh for electric accounts to be determined on a deal by deal basis. The requested referral fee will be communicated to AMERIGreen by AGENT via email prior to the pricing of the deal.


7. If a deal is signed up using AMERIGreen's Daily Matrix Pricing, the referral fee will be set at \$0.0200 per therm. Any additional amount added to the Matrix pricing by AGENT will be split 50%/50% between AGENT and AMERIGreen.
8. AMERIGreen reserves the right to approve or not accept an AGENT's client at their discretion. Further, AMERIGreen also reserves the right to terminate a supply agreement with an AGENT's client, if client does not keep their account in good credit standing.
9. If an AGENT's client does not pay an invoice, AMERIGreen reserves the right to withhold a commission payment to AGENT, however, AGENT will not be held responsible for any unpaid balance due from their clients.
10. AMERIGreen will utilize a consolidated billing where available. Because of this, referral fees will be paid upfront prior to AMERIGreen receiving payment from the customers.
11. An AGENT's client can terminate a variable priced agreement with 45 days notice. If the pricing product is a fixed price or NYMEX plus Basis, the AGENT's client will be obligated to fulfill the entire term of the agreement.

I am authorized to enter into this agreement and I agree to the above terms:

  
Signature AMERIGreen

Robert A. Reicher – Director of Natural Gas  
Print Name / Title

10/31/2014  
Date

  
Signature AGENT

Brian McDonald - Pres  
Print Name / Title

10-28-14  
Date

1130 West Monroe Street Chicago, IL 60607

Phone: 312-243-7270 • Fax: 312-276-8023 • Web: [www.energy.me](http://www.energy.me)**Prepaid Commissions Addendum**Broker: Utility Services Advisory Group dba USA Group Exclusive ☐ Non-Exclusive ☒Street: 812 Pinellas St. Channel Manager: WymanCity/State/Zip: Clearwater / FL / 33756 Date: 9/24/14

Commercial Only: \_\_\_\_\_

Monthly Payment Date: 15<sup>th</sup> of the month

This Prepaid Commissions Addendum ("Addendum") between energy.me midwest llc d/b/a energy.me ("energy.me") and Broker (energy.me and Broker may be referred to collectively as the "Parties"), documenting the mutual agreement as to the timing and netting of Commission, shall supplement the Brokerage Agreement (the "Agreement") entered into by the Parties on the 1<sup>st</sup> day of September 2014. Any and all terms not specifically defined in this Addendum shall have the meaning assigned to them in the Agreement.

Broker acknowledges that energy.me's standard policy is to pay Commission on a residual basis, when a Customer remits funds to energy.me ("paid when paid") as described in the Agreement. Broker has requested, and energy.me hereby agrees to prepay, certain Commission according to the terms of this Addendum (the "Prepaid Commission"). Broker acknowledges that energy.me may terminate this Addendum at anytime, for any reason, in its sole discretion.

Prepaid Commission

- The Parties agree that the Prepaid Commission paid on each transaction will be documented in the Confirmation resulting from each fully executed Customer Contract, or as previously agreed to by both Parties in writing.
- No Prepaid Commission will be issued for transactions where energy.me begins providing power to a Customer (the "Flow Date") more than six (6) months from the date the Customer Contract is executed. Such Prepaid Commission will be processed according to this Addendum once the Flow Date is less than six months forward.
- Pre-paid Commissions are limited to a 12-month window. For example:
  - A 12-month contract will be fully pre-paid, according to these terms, at the time the Customer Contract is executed.
  - For a 24-month contract, the Commission for the first 12 months will be paid, according to this Addendum, when the Customer Contract is executed. The remaining Commission due for Customer Contract months 13-24 will be pre-paid, according to this Addendum, on or about the 12 month anniversary date of the first payment.
  - For a 36-month contract, the Commission for the first 24 months will be paid, according to this Addendum, as outlined above. The remaining Commission due for Customer Contract months 25-36 will be pre-paid, according to this Addendum, on or about the 12 month anniversary date of the second payment.

This Addendum is subject to the on-going creditworthiness and good regulatory standing of the Broker. Any false statements made by the Broker to energy.me are grounds for immediate termination of this Addendum. Any changes in Broker's creditworthiness, customer complaints, regulatory standing or failures, or acts of, or reports of acts of moral turpitude or material negative public reputation events/reports, are grounds for terminating this Addendum. Terms and all other provisions of this Addendum, are subject to change at the sole discretion of energy.me. Broker understands and consents that, at anytime, and for any reason, energy.me may terminate this Addendum, and Broker will be responsible to pay all advanced but unearned Prepaid Commissions to energy.me within 15 calendar days.

Clawback

Broker agrees that all Prepaid Commissions received are an advance against the flow of residual Commissions, and are subject to a full clawback by energy.me. If, for any reason, a Customer does not fulfill the terms of its Customer Contract with energy.me, then any prepaid but unearned Prepaid Commissions are due from Broker to energy.me immediately.

Broker agrees that it will owe to energy.me the difference between the Commissions earned over the life of the contract, less all Prepaid Commissions and/or other advances made to Broker by energy.me. If earned Commissions are greater than the sum of all Prepaid Commissions, then energy.me will pay those amounts due to Broker as part of a final "true-up" for each executed Customer Contract. The clawback will be based on actual customer usage and the actual amount of Prepaid Commissions issued to Broker; energy.me will be the calculating party for purposes of determining overall Commissions due to the Broker and whether any clawback is necessary.

Energy.me may use, in energy.me's sole discretion, any of the following methods to recover any advanced but unearned Prepaid Commissions: (1) energy.me may deduct any amounts due to energy.me from future commissions due to Broker; or (2) energy.me may invoice Broker for the amounts due to energy.me and Broker shall pay such balance to energy.me, in cash, within 15 days of the issuance of said invoice. Late payments will incur interest at the rate of 1.5% per month.

# ENERGY.me

Agreed by the Parties:

energy.me	Broker:
Robert Gordon	USA Group
Signed: <u>RG</u>	Signed: <u>[Signature]</u>
Title: <u>Chief Financial Officer</u>	Title: <u>Pres</u>
Date: <u>9/25/14</u>	Date: <u>9-24-14</u>





This Channel Partner Agreement (the "Agreement") is entered into this 13th day of May, 2015 by and between Agera Energy LLC, a Delaware Limited Liability Company (Agera), and Utility Services Advisory Group, LLC ("Channel Partner").

**WHEREAS**, Agera is a provider of energy management services, including demand management services and energy efficiency services (collectively referred to herein as "Services"), together with the retail supply of electricity and natural gas (collectively referred to herein as "Supply Services"); and,

**WHEREAS**, Channel Partner acts a representative for potential customers to obtain Services and Supply Services from vendors such as Agera;

**WHEREAS**, Channel Partner has agreed to present Agera's offer for Services and/or Supply Services to Customers represented by Channel Partner (each, a "Customer," and, collectively, the "Customers"); and

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

1. **Channel Partner's Responsibilities.** Channel Partner shall submit all Customer information requested by Agera in order to present Customer with Agera's most suitable product offerings.

Term. The term of this Agreement shall be one (1) year, commencing on the executed date above, and expiring one (1) year after execution of the Agreement (the "Term"); provided that Channel Partner shall be bound by the terms hereof with respect to any Customer who enters into an agreement with Agera (the "Customer Agreement") during the Term, through and including the expiration or earlier termination of such Customer Agreement. This Channel Partner Agreement shall automatically renew for consecutive one-year terms unless terminated pursuant to Section 14 or notices given to Channel Partner five (5) days prior to the expiration of the term.

2. **Compensation.** As compensation in full for the performance of any services by Channel Partner in accordance with this Agreement, Agera shall pay to the Channel Partner the commissions set forth in the Contract Submission Form, and approved by Agera, (the "Contract Submission Form"), substantially in the form of Exhibit A attached hereto. The Contract Submission Form may be modified at any time by Agera. Commission Limits, attached hereto as Exhibit B, outline maximum commission amounts by classification and may be changed, for future deals, at any time by Agera. Channel Partner shall be paid compensation for the Services and Supply secured by Channel Partner for Customer in accordance with the terms of the current agreement between Channel Partner and Agera at the time of customer executing the agreement. In the event that an agreement between Channel Partner and Agera is not in effect for the Services and Supply Services secured by Channel Partner for Customer, Channel Partner shall be paid all compensation owed by Agera at the time the agreement is terminated, in accordance with the terms attached in Exhibit C.

- (a) If a Customer becomes past due and is terminated for nonpayment or Customer's account is assigned to Agera's Collections or Legal Departments, all Channel Partner commissions for that Customer shall be suspended until such time as Customer is in good standing with Agera. Commission payments of a residual nature occur monthly on the 15<sup>th</sup> of each month and are subject to a monthly minimum accrual amount of \$500. Commissions owed to a Channel Partner

PARTNER INITIALS



of less than \$500 will be held by Agera and accrue until the commissions owed to that Channel Partner meets or exceeds the \$500 threshold, at which time they will be distributed to Channel Partner in accordance with standard Agera practices. Only "active" Channel Partners, as defined in Sub Section C, are eligible to receive commissions.

- (b) If a customer contract is found to be altered in any way by either the Customer or Channel Partner, no commission will be paid on the customer account to the Channel Partner.
  - (c) Channel Partner must submit a new deal or "active re-enrollment or renewal" every ninety (90) days to remain an 'active' Channel Partner. For the purposes of this agreement, "active re-enrollment or renewal" means obtaining a customer's specific authorization to extend or renew the Customers Agreement with Agera to provide "services" or "supply."
3. **Independent Contractor.** Channel Partner is and shall remain an independent contractor and shall not be an employee of Agera. Nothing in this Agreement is intended to imply a joint venture, partnership, association principal-Channel Partner, employer-employee, or fiduciary relationship between Agera and Channel Partner. Channel Partner will be responsible for all taxes owed or amounts paid under this Agreement. Channel Partner shall not have the authority to bind Agera in any way and shall not make any representations to the contrary. **Channel Partner does not act in the capacity of a third-party Marketing Representative on behalf of Agera.**
4. **Territory.** This Agreement does not confer on Channel Partner exclusive representation of Agera in any territory, and Agera may appoint other employees, consultants or Channel Partners in the same, or any other, territory.
5. **Representations and Warranties.** Channel Partner represents and warrants to Agera as follows:
- (a) The information supplied by Channel Partner to Agera is accurate, complete and correct.
  - (b) Channel Partner shall not engage in any activity that involves a conflict of interest with Agera or any of its Customers, whether or not willful, which has a substantial adverse effect on Agera or any of its Customers.
  - (c) In the event that Channel Partner is an entity, Channel Partner is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and has the legal right, power and authority to conduct its business and execute and perform its obligations hereunder.
  - (d) Channel Partner has never been (i) a shareholder, member, or partner in an entity which was finally adjudicated to be bankrupt or insolvent or for which a general assignment for the benefit of creditors was made; (ii) convicted for any crime or misdemeanor; (iii) the subject of an investigation by any state, federal or other governmental or quasi-governmental agency based on an alleged violation of its laws, rules or regulations; or (iv) involved in any other action or proceeding which could have any adverse effect on Agera or Agera's business, or performance by Channel Partner under this Agreement.
  - (e) Channel Partner shall at all times comply with any and all laws, rules, regulations, guidelines, and requirements related to the sale of the Services or Supply Services.
  - (f) Channel Partner agrees to abide by all policies, practices, procedures and guidelines adopted by Agera.
6. **Confidentiality and Non-Solicitation.**
- (a) Channel Partner agrees to not divulge or communicate to any person or entity (other than to a person bound by confidentiality obligations similar to those contained herein) or use to the

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- detriment of the Company or for the benefit of any other person or entity, any such data or information.
- (b) Channel Partner agrees that he or she will not, during the effective period of this agreement and for a period of twenty-four (24) months following the termination of this agreement, solicit, induce or otherwise interfere with Agera's relationship with its' employees, consultants, agents, Channel Partners or representatives.
  - (c) Channel Partner agrees that he or she will not, for his or her own account or for the account of any other person or entity, interfere with the Company's relationships with any of its customers currently under contract, for the duration of the contract.
  - (d) Channel Partner acknowledges that a violation of this Section could cause irreparable injury to the Company which would be difficult or impossible to measure and agrees that money damages for any breach thereof will be an inadequate remedy and that, therefore, the Company shall be entitled, in addition to money damages, to specific performance, injunction and/or any other mode of equitable relief to enforce its rights hereunder.
7. **Publicity.** No informational material, advertising circulars, radio or television broadcast or other advertising shall be published or circulated by Channel Partner without Agera's prior written consent.
8. **Conduct of Business.** Channel Partner's conduct shall be fair, honest, lawful and courteous, and shall not adversely affect the business, goodwill, or reputation of Agera.
9. **Assignment.** This agreement is freely transferrable and assignable by Agera to any future successor or assign, as determined by Agera. Channel Partner shall not assign, delegate, subcontract or otherwise transfer this Agreement or any of its rights or obligations without the written approval of Agera or Agera's assignees or successors. Any attempt to do so without the approval of Agera shall be void. Upon assignment of this agreement to Agera, the commission structure will change, as indicated in Section 3 of this agreement.
10. **Indemnification.** Channel Partner (in this context, the "indemnifying party") agrees to indemnify, defend and hold Agera and its members, managers, officers, directors, employees, consultants and/or Channel Partners (in this context, the "indemnified party") harmless from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising out of or relating to this Agreement (including any schedules or exhibits hereto) with respect to (i) any and all acts or omissions of the indemnifying party occurring prior to the effective date of this Agreement, (ii) actions or positions taken by the indemnifying party, whether prior to or during the term of this Agreement, which are relied upon by the indemnified party or which form the basis for any services of the indemnified party hereunder, (iii) any indemnifying party instruction, approval, election, decision, action, inaction, breach, omission or nonperformance relating to the Agreement, or (iv) any information or data provided to the indemnified party.
11. **Non-Waiver and Severability.** No act of forbearance or toleration on the part of Agera in favor of Channel Partner with respect to any provision of this Agreement, either expressed or implied, shall be construed as a waiver by Agera of any of its rights hereunder. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be binding and of full force and effect.

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12. **Suspension.** Agera reserves the right to suspend all or any part of Channel Partner's activities under this Agreement, if Channel Partner has breached or appears to have breached, in Agera's reasonable opinion, any provision set forth in this Agreement. Agera will notify Channel Partner in writing of any suspension or subsequent reinstatement.
13. **Termination.** This Agreement shall only be terminated with cause. Upon the termination of this Agreement with cause, no commissions or other compensation or allowances, accrued or otherwise, shall be payable to Channel Partner. For the purposes of this Agreement, the term "with cause" is defined as any violation by Channel Partner of the terms of this Agreement including, but not limited to, failure to maintain an active status or act in non-compliance with any State or Federal regulation.
14. **Captions.** The captions and sub-captions contained in this Agreement are for the purpose of convenience and shall not be construed as limiting or expanding the provisions hereof.
15. **Governing Law; Construction.** This Agreement shall be construed in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles that might otherwise be applicable.
16. **Notices.** All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by registered, certified or express mail, with postage prepaid, return receipt requested, via overnight delivery by a reputable courier, or may be transmitted by facsimile, addressed as follows:

**If to Agera:**

Agera Energy  
555 Pleasantville Rd, S-107  
Briarcliff Manor, NY 10510  
Attention: General Counsel  
Telephone: 914-236-1405  
Facsimile: XXX-XXX-XXXX

**If to Channel Partner:**

Utility Services Advisory Group, LLC  
812 Pinellas St Clearwater, FL 33756  
Attention: John McDaniel  
Telephone: (727) 417-7889  
Facsimile: (866) 865-2798

Or to such other address as shall, from time to time, be supplied in writing by any party to the other. Notice sent by registered, certified or express mail, post-paid, with return receipt requested, addressed as above provided, shall be deemed given three (3) days after deposit of same in the United States mail. If any notice is sent via facsimile, the same shall be deemed served or delivered within forty-eight (48) hours after the transmission thereof. If the notice is sent via overnight courier, the same shall be deemed served or delivered within thirty-six (36) hours of deposit with such overnight courier. Any notice or other document sent or delivered in any other manner shall be effective only if and when received.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the parties, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

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**AGERA ENERGY**

555 Pleasantville Road, Suite 5107 | Briarcliff Manor, NY 10510 | 1.844.692.4372

**CHANNEL PARTNER AGREEMENT**



18. **Further Assurances.** The parties hereto agree that they will cooperate with each other and will execute and deliver, or cause to be delivered, all such other instruments, and will take all such other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions and purposes hereof.
19. **Entire Agreement.** This Agreement, together with any and all exhibits or schedules hereto, supersede all previous agreements, any oral representations or understandings, and constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**AGERA ENERGY,**  
a Delaware Limited Liability Corporation

**SIGN HERE**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CHANNEL PARTNER:**

**SIGN HERE**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PARTNER INITIALS

*[Handwritten initials]*



**Exhibit A – Contract Submission Form**

*(Contract Submission Form Attached in Email)*

**Exhibit B – Commission Maximum by Product**

	<b><u>Agera Product:</u></b>	<b><u>Residual Fees:</u></b>
<i>Payments to Channel Partner shall at no time exceed the listed amount or a 1:1 split will apply</i>	Electricity Supply	\$0.005/kWh
	Natural Gas Supply	\$0.05/therm

**\*From time to time, Agera may distribute FACT SHEETS that will define new product offerings and any commission structure incentives or variations pertaining to that new product or any existing product.**

**Contact Information:**

Channel Partner Company Name:	Utility Services Advisory Group, LLC
Channel Partner Contact Person:	Brent McDaniel
Channel Partner Address:	812 Pinellas St
	Clearwater, FL 33756
Channel Partner Contact Phone:	(727) 417-7889
Channel Partner Phone (2):	(855) 328-8008
Channel Partner Fax:	(866) 865-2798
Channel Partner Email Address:	brent@usagroupenergy.com
Channel Partner Email Address (2):	
Channel Partner Tax ID:	46-2670198
Channel Partner Bank Institution:	SunTrust
Account Number:	1000166394287
Routing Number: *	063102152
Channel Partner's Agera Energy Contact:	Brent McDaniel
State(s) Channel Partner Will Be Marketing:	CT DE ME MA RI NH DC
	IL OH NJ PA NY TX MO

**\*Please attach a photocopy of a voided check to ensure proper payment processing.**

PARTNER INITIALS

*[Handwritten Signature]*



### Exhibit C – Payment Terms

AMOUNT: The amount to be paid by Agera Energy to Channel Partner shall be determined by applying the following calculation to the Broker Fee Rate provided for in Attachment B, the Customer Addition Addendum.

CALCULATION OF FEE: Broker Fee Rate multiplied by the Customer's actual monthly number of therms/kWh of consumption as determined by the Customer's applicable local distribution utility company ("LDC"); provided that Agera Energy reserves the right, at its sole option, to calculate the current Fee (or to adjust the current Fee based upon a reconciliation with a previous Fee payment) using the number of therms/kWh actually consumed, billed to, and/or the amount actually collected from, Customers during a payment period; and provided further that Agera Energy reserves the right to withhold payment of the final Broker's Fee until payment is tendered in full to Agera Energy or the LDC carrier (whichever applies) and all consumption data relating to such payment has been received by Agera Energy, not to exceed 90 days from contract termination.

PAYMENT SCHEDULE: Commissions are paid only after customer has remitted payment to Agera Energy or the LDC carrier (whichever applies). Commission payments are subject to meter read, start dates, payment terms, billing cycles and receipt of payment, therefore, it may take 45-60 days to receive commission payments after enrollment of a customer.

PARTNER INITIALS



**Amendment to Independent Sales Contractor Agreement Between  
Nordic Energy Services, LLC and Utility Services Advisory Group  
Originally Dated September 23, 2014**

**WHEREAS**, Nordic Energy Services, LLC ("Nordic") and Utility Services Advisory Group ("Subcontractor") entered into an Independent Sales Contractor Agreement dated September 23, 2014; and

**WHEREAS**, Nordic and Subcontractor desire to amend the aforementioned agreement effective upon execution of this Amendment.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, each Party hereby agrees as follows:

**1. Amendment of Original Terms:**

Section 4, subsection B.(3)., shall be replaced and amended to read as follows:

"(3) The aforementioned commission on electricity shall be paid as follows. An upfront commission in the amount of 100% of the estimated commission (the "Upfront Commission") shall be paid on the 28<sup>th</sup> day of the second month following the start of service under said contract. The Upfront Commission shall be estimated by multiplying (x) the estimated quantity of electricity to be used by the Subcontractor Customer during the first twelve (12) months of the Subcontractor Customer Contract (or the initial term of the contract if said term is shorter than 12 months), (the "Upfront Commission Term"), as estimated by Nordic, by (y) the commission rate outlined in sections B.(1) and B.(2) above, as applicable. At the end of the Upfront Commission Term, commission shall be based upon actual usage, (the "Residual Commission"), and shall be paid for each one-month period (or remaining term thereof, if less) of the Subcontractor Customer Contract. Nordic shall pay such commission directly to the Subcontractor no later than the 28th day of the second month following the applicable month of service, except as otherwise provided herein.

The Upfront Commission is subject to a true up based upon actual usage. At the end of each Upfront Commission Term, the Residual Commission shall be reduced by the amount of Upfront Commission paid for the Upfront Commission Term that exceeds the commission that would have been owed for said Upfront Commission Term, based upon actual usage. The Residual Commission shall be increased by an amount equal to the positive difference, if any, between the commission that would have been owed, based upon actual usage and the Upfront Commission paid for the Upfront Commission Term.

For purposes of determining the commission owed on Electric Contracts, Subcontractor Customer's actual usage for each monthly billing cycle shall be determined by Nordic based upon meter read information provided to Nordic by the



applicable utility.”

**2. Remaining Terms:**

All other terms of the original contract remain unchanged.

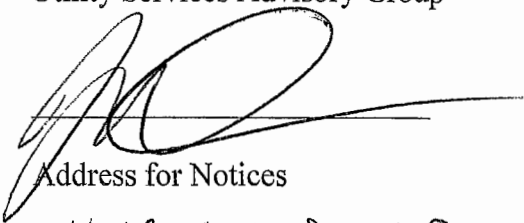
IN WITNESS WHEREOF, the parties have executed this Agreement as of this \_\_\_\_\_ day of November, 2014.

Nordic Energy Services, LLC

Utility Services Advisory Group

\_\_\_\_\_  
Address for Notices

One Tower Lane  
Suite 300  
Oakbrook Terrace, IL 60181  
Attn: James C. Deering  
Facsimile No. (630) 321-0819  
Phone No. (630) 321-0888

  
\_\_\_\_\_  
Address for Notices

1249 S. MYRDE AVE  
CHICAGO IL 60605  
Attn: Brian M. [Signature]  
Facsimile No. ( ) \_\_\_\_\_  
Phone No. ( ) \_\_\_\_\_

BDO'S COMPANY NAME:

Utility Services Advisory Group

BDO's Contact Person:

Brent McDaniel

BDO's Address:

812 PINELLAS ST.  
Clearwater FL 33756

BDO's contact Phone #:

727 - 443 - 7788

BDO's cell Phone #:

727 - 417 - 7889

BDO's Fax #:

866 - 865 - 2798

BDO's Email Address:

brent@usaenergy.com

BDO's Social Security/Tax Id#:

46 - 2670198

Bank Institution:

SUN TRUST

Account #:

1000166394287

Routing #:

063102152

BDO's Star G&E Contact:

Tony O'Brien

## INDEPENDENT SALES CONTRACTOR AGREEMENT

This Independent Sales Contractor Agreement (Agreement) is made as of September 23, 2014 by and between Nordic Energy Services, LLC (Nordic) and Utility Services Advisory Group (Subcontractor). Nordic and Subcontractor may hereinafter be referred to as the Parties.

### WITNESSETH:

**Whereas**, Nordic is an Illinois limited liability company authorized to market and sell natural gas and electricity in several states; and

**Whereas**, the Parties desire to enter into this Agreement pursuant to which Subcontractor will act as an independent contractor of Nordic to market and sell natural gas and electricity supplied by Nordic.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, each Party hereby agrees as follows:

**1. Term of the Agreement.** Unless terminated earlier as provided in Section 7, this Agreement shall be effective from the date hereof and terminate on SEPTEMBER 2017. Thereafter, this agreement shall automatically renew for one (1) year periods, until terminated by either party by giving thirty (30) days written notice. Notwithstanding the foregoing, Nordic may terminate this Agreement without cause at any time on ninety (90) days written notice to Subcontractor.

**2. Relationship of the Parties.** At all times during the course of this Agreement, the Subcontractor shall be and remain an independent contractor. The Subcontractor warrants that all personnel provided by the Subcontractor with respect to this Agreement shall be and remain employees or agents of the Subcontractor, and shall not be employees of Nordic.

### **3. Contracts and Services.**

(a). Nordic will, upon request, provide Subcontractor with a current list of all states in which Nordic is licensed to supply natural gas and electricity. The Subcontractor shall use the form of contract provided to the Subcontractor by Nordic for the sale of natural gas and electric (hereinafter, the "Products") hereunder. The Subcontractor shall promptly forward all proposed contracts for any product or service and any other necessary documentation to Nordic for approval, and said approval may be denied by Nordic in its sole discretion for any reason. All approved contracts shall be serviced and managed by Nordic or the applicable Nordic Entity. It is expressly agreed and understood that Subcontractor has no authority to act for or on behalf of Nordic or any Nordic entity or bind any Nordic entity to any contract or agreement

(b) The Subcontractor shall perform account management responsibilities to maintain current customers and obtain subsequent renewals for each contract in a manner acceptable to Nordic.

#### **4. Commission.**

As used herein, "*Subcontractor Customer*" means an individual or entity who becomes a customer of Nordic as a result of Subcontractor's performance under this Agreement and who executes a contract, passes a credit review as determined by Nordic in its sole discretion, and for whom Nordic receives LDC confirmation that the Customer has been assigned to Nordic.

##### A. Natural Gas

As used herein, "Gross Margin" means gross revenues generated by natural gas sales to a customer less (1) the cost of goods sold to such customer including direct costs of necessary equipment to serve the customer which is not paid for by the customer, (2) pass through payments to local distribution companies, and risk premiums as charged by Nordic (3) the cost of transportation to the customer's gas meter, and (4) applicable state, local and federal taxes and tariffs

(1). Commencing as of the date hereof and continuing through the end of the term of this agreement, the Subcontractor shall be paid a commission equal to thirty five percent (35%) of the Gross Margin for each new and renewal Natural Gas Contract ("*Natural Gas Contract*" means any contract between a Nordic Entity and a Customer for the sale and purchase of natural gas) executed by a Subcontractor Customer.

(2) Commissions on natural gas shall be paid for each one-month period (or remaining term thereof, if less) of the Subcontractor Customer Contract. Nordic shall pay such commission directly to the Subcontractor no later than the 28th day of the month following the applicable month of service, except as otherwise provided herein.

##### B. Electric

(1). At the request of Subcontractor, Nordic shall provide Subcontractor with an electric contract pricing proposal for each Customer. The electric contract pricing proposal shall include the price at which Nordic will agree to sell electric to the Customer. Commencing as of the date hereof and continuing through the end of the term (but excluding any periods of the term during which commissions are paid pursuant to section B.(2), below) of this Agreement, Subcontractor shall be paid a commission equal to the Adder multiplied by the total quantity of electricity used, metered and paid for by each Subcontractor Customer for each new and renewal Electric Contract ("*Electric Contract*" shall mean any contract between a Nordic Entity and a Customer for the sale and purchase of electric) executed by a Subcontractor Customer. Adder shall be equal to an additional amount per kWh, in excess of the price in the proposal, up to and including \$0.003 per kWh plus 50% of any amount over \$0.003 per kWh, determined by and agreed to in writing by Nordic and Subcontractor prior to the time

Subcontractor submits a pricing proposal to a Subcontractor Customer.

For purposes of determining the commission owed on Electric Contracts, Subcontractor Customer's actual usage for each monthly billing cycle shall be determined by Nordic based upon meter read information provided to Nordic by the applicable utility.

(2) Subcontract acknowledges that Subcontractor Customer Contracts include default pricing applicable in certain situations including but not limited to renewal periods, as outlined in the Subcontractor Customer Contracts (collectively "Default Pricing").

(i). In the event the Default Pricing equals the day ahead locational marginal price plus \$0.007 per kWh, then Subcontractor shall be paid a commission equal to \$0.002 per kWh, multiplied by the total quantity of electricity used, metered and paid for by each Subcontractor Customer for all periods during which such Default Pricing is in effect, for each new and renewal Electric Contract executed by a Subcontractor Customer.

(ii). In the event the Default Pricing equals the day ahead locational marginal price plus any amount per kWh *other than* \$0.007 per kWh, then Subcontractor shall be paid a commission equal to 2/7ths of the amount per kWh in excess of the lmp, multiplied by the total quantity of electricity used, metered and paid for by each Subcontractor Customer for all periods during which such a Default Pricing is in effect, for each new and renewal Electric Contract executed by a Subcontractor Customer.

(3). Commissions on electricity shall be paid for each one-month period (or remaining term thereof, if less) of the Subcontractor Customer Contract. Nordic shall pay such commission directly to the Subcontractor no later than the 28th day of the second month following the applicable month of service, except as otherwise provided herein.

#### C. Payments Upon Termination

Upon termination of this Agreement, the Subcontractor will continue to be paid commissions for all Subcontractor Customer Contracts in effect on the date of termination, said payments to be made at the time outlined in section B.(3). above. Commissions shall not be paid for any renewal periods that were not secured by the Subcontractor, signed by the Subcontractor Customer and accepted in writing by Nordic prior to termination of this Agreement. Thereafter, the maintenance and responsibility for such Contracts and accounts will revert to Nordic and the Subcontractor will not be eligible for any commissions upon the renewal of such Subcontractor Contracts.

#### **5. Contract Cancellation.**

The Subcontractor acknowledges that Nordic may, in its sole discretion, cancel or suspend any

customer contract in whole or in part for nonpayment or other good cause pursuant to the contract's terms, and that subsequent to such termination, Nordic will not be obligated to pay commissions or any other remuneration in connection with such terminated contract, other than amounts due at the time of termination. The Subcontractor shall have no recourse against Nordic, if Nordic cancels or suspends a customer contract for any reason.

**6. Non-Solicitation of Employees.** During the term of this Agreement and for a period of one year following termination of this Agreement, the Subcontractor covenants and agrees that, without the prior written consent of Nordic, neither it, nor its employees or any of its affiliates shall, either directly or indirectly, for itself or in conjunction with or on behalf of any entity solicit the employment or retention of services of any employee or agent of Nordic or its affiliates.

**7. Premature Termination.** Notwithstanding anything herein to the contrary, Nordic may terminate this Agreement with immediate effectiveness at any time if: (1) it is necessary in the reasonable judgment of Nordic to protect the business or good name of Nordic due to acts or omissions by the Subcontractor; (2) the Subcontractor breaches any of its duties hereunder; (3) the Subcontractor (i) becomes a debtor in a bankruptcy case or insolvency proceeding, (ii) attempts liquidation, or (iii) makes any assignment for the benefit of creditors; (4) Nordic reasonably believes that the Subcontractor has committed acts of fraud, misconduct, or entered into an illegal transaction; and/or (5) Nordic discontinues selling the Products. In the event of a Premature Termination, no further commission payments shall be made to Subcontractor.

**8. Warranty Disclaimer.** NORDIC DOES NOT MAKE ANY WARRANTIES TO THE SUBCONTRACTOR WITH RESPECT TO THE PRODUCTS AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**9. Indemnification.** The Subcontractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Nordic, and its officers, directors, agents, employees and representatives from and against (1) any and all liabilities, claims, damages, and costs (collectively, Claims) from or in connection with any and all acts, errors, omissions, misrepresentations or default of the Subcontractor or any of its agents or employees, (2) any and all Claims resulting from, relating to or arising out of any misrepresentation or breach by the Subcontractor or any of its agents or employees of any warranty, covenant or agreement made or contained in this Agreement; and (3) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs) incident to the foregoing.

**10. Confidentiality.** Except with respect to Confidential Information (as defined below) which, as a matter of normal business procedure, may be disclosed to the Subcontractor's employees, agents, officers or directors (collectively, Representatives), but only if such Representatives have a need to know the Confidential Information in connection with the performance of services

hereunder, neither the Subcontractor nor its Representatives shall at any time or in any manner, either directly or indirectly, divulge or disclose or communicate to any person or entity, in any manner whatsoever, any information concerning any confidential matters affecting or relating to the business of Nordic including without limitation, the following: names, addresses, phone numbers and all other information relating to Nordic's customers or targeted customers; names, addresses or phone numbers and all other information relating to any Nordic suppliers; names, addresses or phone numbers and all other information relating to other agents of Nordic; the price Nordic obtains or has obtained from the sale of, or at which Nordic sells or has sold the Products; the commission structure of Nordic; sales reports; sales records; financial information; price sheets; price discount sheets; sales tools or other information related to business strategies, research, development, marketing strategies, merchandising, and selling; any information concerning the business of Nordic, its manner of operation, its plans or processes; and any information received by Nordic from third parties in confidence or subject to non-disclosure or similar covenants; and the terms of this Agreement (collectively, the Confidential Information). Nordic, as the case may be, shall retain title to all Confidential Information disclosed to the Subcontractor or its Representatives. Upon request or termination of this Agreement, whichever is sooner, all Confidential Information, whether prepared by the Subcontractor or others shall be promptly returned to Nordic. The Subcontractor expressly stipulates that any breach of the terms of this section shall be a material breach of this Agreement.

Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (1) information which is or becomes generally available to the public other than as a result of a disclosure or other act by the Subcontractor or its Representatives; (2) information which can be shown by the Subcontractor to have been already known to the Subcontractor on a non confidential basis prior to being furnished to the Subcontractor by Nordic; and (3) information which becomes available to the Subcontractor on a non confidential basis from a source other than Nordic or a representative of Nordic if such source was not subject to any prohibition against transmitting the information to the Subcontractor.

**11. Applicable Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT REFERENCE TO ITS CHOICE OF LAW RULES.

**12. Miscellaneous.**

(a). Severability. Any provision of this Agreement that may be deemed to be unenforceable or illegal shall not affect the enforceability or legality of the remaining clauses, terms and conditions.

(b). Assignment. This Agreement shall be binding and inure to the benefit of each Party's successors and assigns. This Agreement may not be assigned or transferred by the Subcontractor without the express written consent of Nordic. Nordic reserves the right to assign, in whole or in part, this Agreement without the consent of the Subcontractor, and upon such assignment and

assumption by assignees of the obligations of Nordic hereunder, Nordic shall be released from all obligations hereunder.

(c). Entire Agreement. This Agreement, including any subsequent amendments thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, oral or written, between the parties with respect to the subject matter hereof. This Agreement may be amended only by a writing that is signed by a duly authorized representative of the parties.

### 13. Agent Regulations:

Subcontractor will comply with all state rules and regulations applicable to Subcontractor, including but not limited to the guidelines and rules applicable to Subcontractor established and modified from time to time as they pertain to the disclosure of remuneration, marketing, and customer protection including any filing and reporting requirements therein; and Subcontractor will represent itself with integrity, and will conduct itself in the spirit of fairness during all transactions with Customers and Nordic. Subcontractor authorizes Nordic to include a disclosure statement in each pricing proposal and in each retail electric or gas supply agreement involving Subcontractor that the price charged to Customer by Nordic includes a fee that will be paid to Subcontractor by Nordic. Subcontractor will not provide false or misleading information to Customer or Nordic in response to a request for information.

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

\_\_\_\_\_  
Nordic Energy Services, LLC

  
Utility Services Advisory Group

Address for Notices  
One Tower Lane Ste. 300  
Oakbrook Terrace, IL. 60181  
Attn: James C. Deering

Address for Notices  
812 Pinellas St  
Clearwater Fl 33756

Attn:  
Brent McDaniel

Facsimile No. (630)-321-0819

Facsimile No. (866) 865-2798\_



# Sourcing Fee Agreement

**THIS AGREEMENT** is entered into and effective as of October 28, 2014, by and between Veteran Energy and Utility Services Advisory Group, LLC ("Agent")(individually, a "Party" and collectively, the "Parties").

**WHEREAS**, Veteran Energy is an energy marketer serving wholesale and retail customers; and

**WHEREAS**, Agent is engaged in energy brokerage services to certain wholesale and retail customers.

**NOW THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Sourcing Fee.** As part of its bid on prospective customers ("Prospects"), Veteran Energy will include the Agent's commission fee (the "Sourcing Fee"). Agent agrees all Suppliers, such as Veteran Energy, will bid on Prospects in the same manner, and Agent shall apply a uniform Sourcing Fee for all Suppliers per individual bid. Veteran Energy will remit all earned Sourcing Fees to Agent on or before the forty-fifth (45<sup>th</sup>) day following the last day of the period in which the Sourcing Fees is earned. Veteran Energy shall have no obligation or liability to Agent for unearned Sourcing Fees.
2. **Purchaser Agreement.** Once a bid is awarded to Veteran Energy, the Prospect will be deemed a Purchaser, and Agent shall facilitate the execution by Purchaser of an Veteran Energy sales agreement for service to Purchaser for the rate specified in the associated bid (the "Purchaser Agreement"); information pertaining to the Purchaser Agreement will be entered on and added to a report, which will be substantially similar to the form of Exhibit A. Agent shall ensure all Purchaser Agreements are accurately and legibly completed in full by the Purchaser. Once a Purchaser Agreement is completed, Veteran Energy may contact the Purchaser. All services rendered by Veteran Energy under the Purchaser Agreement are exclusively for the Purchaser. Agent shall have no financial or other liability for any services rendered or received under the Purchaser Agreement.
3. **Types of Sourcing Fees.** Veteran Energy and Agent will designate the Type of Sourcing Fee by completion of a Sourcing Fee Attachment. The Parties agree any such Attachment will be binding upon the Parties within two business days of the date listed on the Attachment unless disputed prior to such date.
  - A. **Residual Sourcing Fee.** A Residual Sourcing Fee is an amount of commission per commodity unit that accrues as the Purchaser incurs usage. A Residual Sourcing Fee is earned once a Purchaser pays its account in full, and the Purchaser's payment is allocated to the Sourcing Fee. All Purchaser payments are allocated as follows: (a) deposits assessed by Veteran Energy; (b) past due amounts owed to Veteran Energy; (c) current Veteran Energy charges; and (d) Sourcing Fees.
  - B. **Flat Sourcing Fee.** A Flat Sourcing Fee is a one-time commission payment per Purchaser that accrues when a Purchaser completes a Purchaser Agreement. A Flat Sourcing Fee is earned when a Purchaser (i) receives service from Veteran Energy for at least thirty (30) days following enrollment from Purchaser's local distribution company (LDC), if natural gas, or transmission distribution service provider (TDSP), if electricity, and (ii) pays its first invoice in full and on-time.
  - C. **Up-Front Sourcing Fee.** An Up-Front Sourcing Fee is a one-time commission payment based on the estimated usage of the Purchaser and the length of the Purchaser Agreement; the Up-Front Sourcing Fee accrues when a Purchaser completes a Purchaser Agreement. The Up-Front Sourcing Fee is earned when a Purchaser (i) receives service from Veteran Energy for at least thirty (30) days following enrollment from Purchaser's local distribution company (LDC), if natural gas, or transmission distribution service provider (TDSP), if electricity, and (ii) pays its first invoice in full and on-time.
4. **Claw-back.** If Agent (i) declares bankruptcy; (ii) causes a Purchaser to become enrolled with Veteran Energy (a) without the Purchaser's authorization; or b) through any fraudulent activity; or (iii) is paid a Sourcing Fee for any Purchasers who do not comply with the Purchaser Agreement **and** the percentage of such non-compliant Purchasers exceeds the Purchaser Agreement Reconciliation Tolerance on the Attachment; then any such Sourcing Fee, which would otherwise be deemed earned, is specifically and expressly deemed unearned. If Veteran Energy pays Agent for any unearned Sourcing Fee, then Veteran Energy may, in its sole discretion, either require Agent to return such payment to Veteran Energy (in whole or in part); or deduct the amount of the payment (in whole or in part) from future payments to Agent.
5. **Non-Purchaser Agreements.** If Veteran Energy provides service to any customer who is not currently a Purchaser (this includes any time prior to the customer becoming a Purchaser or any time after the customer has ceased to be a Purchaser), then Veteran Energy shall have no obligation to collect and remit a Sourcing Fee to Agent. If any such customer becomes a Purchaser and Agent timely notifies Veteran Energy of such, then any renewal, extension, or new agreement negotiated by Agent will be deemed a Purchaser Agreement, provided that Purchaser does not object to working through Agent.
6. **Provision of Services.** Veteran Energy reserves the right, in its sole discretion, to determine whether or not to enter into a Purchaser Agreement with a Prospect. Criteria for such determination includes, without limitation, the Prospect's energy usage, load factor, financial condition, and market conditions. Agent acknowledges Veteran Energy is not responsible for the duties of any Purchaser's commodity distribution company and agrees Veteran Energy shall not be liable for any failure by Purchaser's commodity distribution company to process or complete in a timely fashion any account-related transactions submitted by Veteran Energy.
7. **Assignment.** Agent shall not, except as expressly provided for herein, assign this Agreement without the prior written consent of Veteran Energy; such consent will not be unreasonably withheld. Any such purported assignment may be deemed void, in the sole discretion of Veteran Energy. In the event all or substantially all of Agent's assets are purchased, this Agreement shall automatically be assigned to any such purchaser; the rights and obligations of this Agreement shall bind and benefit any such successor or assign. Agent hereby guarantees the performance for any of its subsequent assignees' obligations under this Agreement.

8. Entire Agreement, Amendment, and Waiver. This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof and may not be modified, changed, or amended, except by (a) a writing signed by a duly authorized representative of each Party, or (b) an approved Sourcing Fee Attachment. No provision herein may be waived except by written consent of both Parties. No failure or delay by either Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof.
9. Choice of Law and Venue. This Agreement will be governed by the laws of the State of Florida, without regard to the conflict of law principles thereof, and any action regarding this Agreement shall be subject to the exclusive jurisdiction and venue of the local, state and federal courts of Alachua County, Florida. THE PARTIES WAIVE ANY AND ALL RIGHTS TO ASSERT AN AFFIRMATIVE DEFENSE OF PERSONAL JURISDICTION OR INCONVENIENT FORUM.
10. Force Majeure. Performance of this Agreement may be interrupted, delayed or prevented by an occurrence outside the reasonable control of either Party, including but not limited to acts of war, riot, civil disturbance, industrial disturbances, accidents, or conduct of third parties. Neither Party shall be liable to the other for failure to perform its obligations under this Agreement due to such causes.
11. Limitation of Liability. This Agreement grants no rights to any Purchaser; for any such rights, the individual Purchaser Agreement will govern. Veteran Energy's liability in relation to this Agreement shall in no event exceed the amount owed to Agent as earned Sourcing Fees.
12. Intellectual Property Rights. Intellectual property rights are defined as any and all tangible and intangible rights, title and interest in and to: (a) works of authorship, including but not limited to copyrights and all derivative works thereof, (b) trademarks and trade names, (c) confidential information, trade secrets and know-how, (d) all intellectual property rights whether arising by operation of law, contract, license, or otherwise, and (e) all registrations, initial applications, renewals, extensions, divisions or reissues thereof now or hereafter in force. Any intellectual property right created, made, or originated by Veteran Energy will be the sole and exclusive property of Veteran Energy. Any unauthorized reproduction by Agent, its agents, representatives, assigns, employees, owners, and any other person or entity acting on behalf of Agent, shall constitute an infringement of said intellectual property right. Agent shall not release any materials referring to Veteran Energy or market Veteran Energy's services in any manner without Veteran Energy's prior, express written consent.
13. Confidentiality. During the term of any Purchaser Agreement and for a period of one (1) year after the termination or expiration of this Agreement, neither Party will, in any manner, either directly or indirectly, disclose or communicate to any person or entity any information concerning any matters affecting or relating to the business of the other Party, including, without limitation: (a) customer information; (b) supplier information; (c) pricing information; or (d) any information developed by or received by the disclosing Party from a third party in confidence or subject to nondisclosure or similar covenants (collectively, the "Confidential Information"). Confidential Information will not include information that (e) is or becomes part of the public domain other than as a result of disclosure by the non-disclosing Party; (f) is or becomes available to the non-disclosing Party on a non-confidential basis from a source other than the disclosing Party, provided that, to the best of the non-disclosing Party's knowledge, such source is not prohibited from transmitting such information by a contractual, legal, or other obligation; or (g) can be shown by the non-disclosing Party to have been independently developed by it without access to the Confidential Information. The disclosing Party specifically retains ownership of any Confidential Information disclosed to the non-disclosing Party by the disclosing Party. All such Confidential Information, whether prepared by / for the non-disclosing Party or others, must be promptly returned to the disclosing Party upon request, except for billing information of Purchasers. This provision shall survive any expiration, cancellation, or termination of this Agreement. The Parties expressly stipulate any breach of the terms of this provision shall be a material breach of this Agreement.
14. Indemnification. Each party shall indemnify and hold the other harmless from (a) any and all liability, claims, expenses, damages and costs, arising from or in conjunction with any and all acts, errors, omissions, misrepresentations or defaults of the indemnifying party or any of its employees; (b) any and all losses and damages resulting from, relating to, or arising out of any misrepresentation or breach by the indemnifying party or any of its employees of any warranty, covenant or agreement made or contained in this Agreement; and (c) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incident to the foregoing.
15. Representations and Warranties. Agent specifically represents it shall (a) comply with state and public service commission laws, regulations and protections applicable to Prospects and Purchasers contacted by Agent in connection with this Agreement, (b) conduct its business with the utmost honesty and integrity and shall not mislead or misrepresent any Prospect or Purchaser with respect to Veteran Energy and likewise shall not mislead or misrepresent Veteran Energy with respect to any Prospect or Purchaser, in any manner, (c) comply with all terms of this Agreement, and (d) not represent it has the authority to bind Veteran Energy in any agreement or that Veteran Energy will or will not enforce any contractual provision of a Purchaser Agreement.
16. Material Breach. The following events shall constitute a material breach of this Agreement: infringement of any Veteran Energy intellectual property right; Agent's bankruptcy; and a breach of any representation or warranty made by Agent in connection with this Agreement.
17. Costs and Damages. In the event Agent materially breaches this Agreement, Agent shall pay all costs and damages incurred by Veteran Energy as a result of said breach. Costs may include, but are not limited to, costs to repair any damage which was a result of Agent's breach, reasonable attorney's fees and costs (including in-house legal fees), court costs, and any third party collection fees, costs, and expenses, which Veteran Energy incurs in connection with any attempt to collect costs or damages owed by Agent.
18. Independent Contractor. Agent is an independent contractor and not an employee of Veteran Energy. As such, Agent shall be responsible for all taxes and other expenses associated with Agent's services to Veteran Energy, including without limitation, any expenses associated with travel.

Agent shall indemnify and hold Veteran Energy harmless for any such taxes or expenses associated with Agent's services to Veteran Energy.

19. Severability. If any provision of this Agreement is found to be unenforceable, then such provision will be stricken and the remainder of this Agreement will remain in full force and effect.

20. Termination. If either Party decides to terminate this Agreement, then the terminating Party must provide the non-terminating Party thirty (30) days prior written notice. In the event of Agent's material breach of this Agreement, Veteran Energy may terminate this Agreement and its obligations hereunder immediately.

21. Notices. All notices between the Parties pursuant to this Agreement, including notices to add or remove accounts shall be in writing and addressed as follows:

To Veteran Energy:  
Attn: Contracts Manager  
7001 SW 24th Avenue, Gainesville, FL 32607-3704  
Fax: (352) 333-7480

To Agent:  
Attn: James Reid  
1249 S Myrtle Ave, Clearwater, FL 33756  
Fax: (866)-865-2798

**WHEREFORE**, the Parties, by their signatures below, have caused their authorized representatives to execute this Agreement.


**VETERAN ENERGY**

**AGENT**

By: \_\_\_\_\_

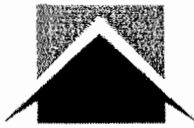
Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:  \_\_\_\_\_

Name: James Reid

Title: President



# SFE Energy Inc. Family Energy Inc.

## Agency Agreement – USA Group Energy AND SFE Energy Inc., Family Energy Inc.

### Agreement

This Agreement by and between SFE Energy Inc. and Family Energy Inc. collectively known as ("SFE") and USA Group Energy the "Sales Agency" and together with SFE each a "Party" and collectively the Parties") is effective as of the later date set forth under the Parties' signatures below (the "Effective Date").

**1.0 General Conditions of Contract.** This Agreement is subject to and governed by SFE's General Terms and Conditions of Contract for Sales Agency Services with the Sales Agency herein.

**2.0 Defined Terms.** "Confidential Information" means all information or material not generally known by non-SFE (including its affiliates) personnel (a) which gives SFE some competitive business advantage or the opportunity of obtaining such advantage, or the disclosure of which could be detrimental to the interests of SFE; (b) which is owned, controlled or developed by SFE or in which SFE has an interest; or (c) which is (i) marked "Confidential Information," "Proprietary Information" or other similar marking, (ii) known by the Sales Agency to be considered confidential and proprietary by SFE, or (iii) from all the relevant circumstances should reasonably be assumed by the Sales Agency to be confidential and proprietary to SFE. Confidential Information also includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): Prospect names and contact information, the terms of this Agreement or resulting Customer Agreements (including pricing offered by SFE to any Prospect or commission payable by SFE to Sales Agency under this Agreement), trade secrets, documentation, diagrams, know-how, processes, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, research or development and test results, marketing techniques and materials, marketing and development plans, price lists, pricing policies or models, business plans, information relating to current, former or prospective Customers and/or Sales Agency's identities, characteristics and agreements, financial information and projections, and employee files and information. Confidential Information also includes, but is not limited to, any information described above which SFE obtains from a third party and which SFE treats as proprietary or designates as Confidential Information, whether or not owned or developed by SFE. Notwithstanding the above, however, no information constitutes Confidential Information which Sales Agency can demonstrate by documentary evidence (A) is generic information or general knowledge, or if it is otherwise publicly known and in the public domain; (B) after being disclosed, entered into the public domain without any action or fault of Sales Agency or its personnel or agents; (C) is obtained from any individual, firm or entity which had the unrestricted right to disclose it; or (D) is disclosed by Sales Agency with SFE's prior written approval.

"Customer" means a Prospect that has entered into a Customer Agreement with SFE. "Customer Agreement" means a Residential or Commercial sales agreement (In accordance with the state regulations for which SFE permits the Sales Agency to market in) between SFE and a Prospect, procured by Sales Agency pursuant to this Agreement that has been verified (and not rescinded by a Prospect). In circumstances where a Prospect and SFE enter into a binding agreement, they shall only be deemed to be parties to a Customer Agreement at such time as the agreement between SFE and the Prospect has been verified by and signed by the

Customer in accordance with this Agreement and applicable Law, the Prospect has received SFE's written terms and conditions and the Prospect has not rescinded the agreement, at which time the Prospect becomes obligated to purchase natural gas and/or electricity from SFE. It is specifically recognized and agreed that SFE, in its sole discretion, may from time to time, change the terms and conditions under which it will enter into a Customer Agreement, and nothing herein shall be deemed to prohibit a Customer and SFE from agreeing to terminate a Customer Agreement early. Further, all terms and conditions of the Customer Agreement are subject to SFE's approval and Sales Agency will not directly or indirectly represent or imply otherwise to a Prospect and/or Customer. SFE is responsible for evaluating, approving or denying each Prospect's credit.

SFE shall have the sole right to elect not to serve a Prospect or to exercise the termination rights under any Customer Agreement for any reason permitted under the Customer Agreement or by Law. Upon termination of a Customer Agreement for any reason, SFE's obligation to remit commission to Sales Agency under this Agreement will also terminate. Further, if a Customer (and/or the Local Distribution Company in purchase-of-receivables Markets) should default in making payments to SFE under its Customer Agreement and SFE has already paid the commission to Sales Agency for the default period, SFE has the right to either (a) deduct that amount previously paid from the total amount due to Sales Agency in a subsequent period; or (b) invoice Sales Agency for such amounts, payable on demand if termination occurred within the specified Chargeback period.

"Do not call list(s)" refers to the U.S. federal and state level "Do Not Call" registry, and also includes SFE's internal "Do Not Call" list.

"Door-to-Door Sales" means Residential and/or Commercial sales made in person by Sales Agency Personnel at the Prospect's or Customer's place of business.

"Commercial Sale" is the sale of SFE Services with a new Commercial Customer whether in person or remotely via a signed contract in accordance with state laws.

"Energy Sales Agency" means any competitive energy retailer of "term and consumption" related to energy contracts.

"Local Distribution Company" means the local utility where the service address is served.

"Market(s)" means natural gas and/or electricity service territories where SFE is a licensed residential or commercial competitive energy Sales Agency or is otherwise qualified to act as a residential or commercial competitive energy Sales Agency. Current Markets are listed in Appendix 2.

"Prospect" means an entity or individual eligible to select a Residential/Commercial natural gas and/or electricity Sales Agency, located within the Markets and submitted to SFE by the Sales Agency, along with the requisite information, for SFE's evaluation.

"Public Utility Commission" means the public utility or service commission or similar entity in the applicable Market.

"Residential Customer" has the meaning provided in Appendix 2 hereto. In the event of a change in Law relating to the characterization or definition of Residential Customers, Appendix 2 shall be deemed revised to reflect said change in Law.

"Commercial Customer" has the meaning provided in Appendix 2 hereto. In the event of a change in Law relating to the characterization or definition of Commercial Customers, Appendix 2 shall be deemed revised to reflect said change in Law.

"Telemarketing" means the sale of natural gas and/or electricity to a Residential/Commercial Customer in

accordance with the Federal Trade Commission ("FTC") Telemarketing Sales Rule, 16 C.F.R. § 310.4 and any other applicable state law.

"Sales Territories" means a portion of a Market where the Work is to be performed as described in Appendix 2 hereto.

"Customer Class" includes Residential, Commercial and telemarketing for whom the solicitation will be conducted with by the Sales Agency as described in Appendix 2 hereto.

Any other capitalized terms used herein but not defined herein have the definitions assigned to them in the Terms and Conditions.

### **3.0 Scope/Schedule**

**3.1 Sales Agency's Duties.** For the term of this Agreement, Sales Agency shall have the non-exclusive right to perform solicitation for SFE to Customer Classes as described in Appendix 2. Sales Agency's duties shall be to solicit enrollments for Residential and/or Commercial product offerings ("SFE Services") within the agreed-upon Sales Territories and the cities and municipalities within the agreed-upon Sales Territories where permitted by Law. Sales Agency agrees to perform sales activities and to solicit enrollments as directed from Residential and/or Commercial Customers.

**3.2** Sales Agency is permitted to provide Sales of SFE Services only to Customers described in Appendix 2 residing in the assigned Sales Territories.

**3.3** Sales Agency agrees that all Sales Agency Personnel, whether employees or independent contractors, will be fully trained prior to selling in any assigned Sales Territories in any Market and shall comply with all regulatory, governmental, and quasi-governmental rules, regulations, Laws, ordinances and similar requirements governing the performance of sales solicitation services performed by the Sales Agency. (Please refer to Appendix 1.) Sales Agency agrees to provide SFE all details for each individual Sales Agency and proof of training and certification, at the sole discretion of SFE and in accordance with applicable law, prior to any Sales Agency Personnel being activated to begin selling. Sales Agency also agrees that all Sales Agency Personnel, whether employees or independent contractors, must pass a criminal background check, where required by state regulations, that will be paid for by the Sales Agency prior to selling in any assigned Sales Territories in any Market.

**3.4** Where required by law, the Agency will notify SFE Energy Compliance department, at a minimum of 24 hours prior to beginning marketing activity, of the County and/or ZIP code they propose to market in. This notification will be sent via email to [compliance@SFEenergy.com](mailto:compliance@SFEenergy.com) and will include the proposed time frame of the marketing activity.

**4.0 Term.** The term of this Agreement shall be for thirty six (36) months from the Effective Date of this Agreement ("Initial Term"). This Agreement may be extended by SFE for a period not to exceed twenty four (24) months (referred to as a "Renewal Term") by providing notice of such election to the Sales Agency. If no notice is provided by SFE to the Sales Agency it is assumed that the Agreement will continue on a month to month basis.

**5.0 Required Permits and Licenses.** Prior to commencing Work and on a continuous basis throughout the term of this Agreement, Sales Agency shall identify all permits and licenses required in each Market to perform Services described herein and shall satisfy all legal requirements associated with performing Services described herein. Sales Agency represents to SFE that it is familiar with all Laws, ordinances, rules, and regulations governing Door to Door Sales solicitation and expressly acknowledges that such representation is relied upon by SFE.

**6.0 Territory Lists.** SFE may, at its discretion, provide Sales Agency with Prospect lists and/or additional information related to Sales Agency's assigned Sales Territory (In accordance with Appendix 2) in which



Sales Agency is engaged in sales of SFE Services; provided, however, that Sales Agency shall be responsible for ensuring that such Prospect lists and/or additional information is used in accordance with applicable Laws.

## **7.0 Non-Compete/Exclusivity/Other Products.**

During the term of this Agreement Sales Agency and SFE both agree to the following terms and conditions:

**7.1** Sales Agency shall not solicit to active customers of SFE who are under a Customer Agreement with SFE, in an assigned Market or territory for a period of twelve (12) months after termination of this Agreement. Sales Agency shall not retain a data base of enrolled Customers or any other confidential information after the expiration of this Agreement or any Customer Agreement without express written permission of SFE which shall specify the terms and conditions of said retention.

**8.0 Verification of Sale.** Where SFE or state law requires, All sales shall be confirmed by an independent third party verification (TPV) vendor to be supplied by SFE for use by the Sales Agency and the Sales Agency will coordinate as required with the vendor selected for this purpose.

Where sales are not required to be confirmed via a TPV, SFE in its sole discretion will determine if the verification of the sale will be completed via TPV or through an SFE customer service representative.

**9.0 Service Coordination.** Details of Work activities shall be coordinated with the following SFE Contract Coordinator and/or the designated alternate:

Jeff Borg  
SFE Inc.  
100 Milverton Drive, Suite 608, Mississauga, On, Canada, L5R4H1  
905 366 7036

Brent McDaniel  
1249 S. Myrtle Ave, Clearwater, FL, 33756  
(727) 417-7889

**10.0 Performance.** Failure of Sales Agency or Sales Agency Personnel to perform the work in accordance with the Contract Documents will result in written notice being sent to the Sales Agency, should the Sales Agency not cure the situation within 7 calendar days to the reasonable satisfaction of SFE may terminate the agreement.

## **11.0. Compensation Payment**

**11.1 Completed Sales.** Completed sales include the following: "Door-to-Door Sales" means Residential and/or Commercial sales, as described in Appendix 2, made in person by Sales Agency Personnel at the Prospect's or Customer's place of residence. "Commercial Sale" is the sale of SFE Services with a new Commercial Customer whether in person or remotely via a signed contract in accordance with state laws. Sales Agency will be paid a commission on Completed Sales conducted within an assigned Sales Territory (In accordance with Appendix 2) where the Customer:

- a) Is not currently receiving SFE Services or has a pending contract to receive SFE Services at a future date.
- b) Is successfully verified and accepted by telephonic third party verification ("TPV") is accepted by SFE in its sole discretion;
- c) Is successfully enrolled with the applicable utility (as evidenced by an acceptance notification from the Local Distribution Company to SFE); and

- d) Does not cancel or rescind during any applicable cancellation or rescission period or terminates through the Local Distribution Company to SFE or by contacting SFE directly.

**11.2 Commissions.** Sales Agency will earn commissions per Completed Sale in accordance with Appendix 4 hereto.

**11.4 Duplicate Enrollment, etc.** Sales Agency shall not be entitled to any payment on duplicate or fraudulent contracts or enrollments, applications accompanied by incomplete documentation, unsigned contracts or incomplete Sales Processes. Fraudulent contract commissions will be clawed-back from Sales Agency regardless of timing.

**11.5 Customer Cancellation/Clawbacks.** Please refer to Appendix 4.

## **12.0 Sales Process**

**12.1 SFE's sales process** (the "Sales Process") will be reviewed with the Sales Agency as part of the initial and ongoing training. Sales Agency agrees to sell SFE Services on behalf of SFE in accordance with the Sales Process. The Sales Process may be revised by SFE from time to time by written notice to Sales Agency and may only be revised by Sales Agency with the prior written consent of SFE.

**12.2 Training Requirements.** Prior to permitting any Sales Agency Personnel to sell on behalf of SFE, Sales Agency shall be responsible for providing SFE approved training and certification before being permitted to sell on behalf of SFE. SFE's training program has been developed in accordance with applicable state and federal laws.

**12.3 TPV and Written Contract.** All Customers acquired through the Sales Process will require a positive TPV by the SFE-approved TPV vendor according to the SFE approved TPV script and an original signed Written Contract, in each instance as directed by SFE. The TPV will be conducted at the time of sale. Should the Customer or Agent fail the TPV process, Sales Agency Personnel shall make contact with the Customer to complete a new TPV.

**12.4 Adherence to Sales Process.** SFE shall provide and approve all materials used by Sales Agency during interaction with Prospects or Customers, including, but not limited to Frequently Asked Questions ("FAQs") response materials, if any. Throughout all periods of Customer contact, all Sales Agency Personnel shall follow the Sales Process, scripts and related materials approved by SFE and shall respond to questions in a manner consistent with any SFE-approved FAQs.

**12.5 Completed Application.** The term "Completed Application" means a completed Door to Door sale, confirmed by TPV, agreement, disclosure or other documentation and all other information that SFE may reasonably request in connection with such sale. SFE shall use commercially reasonable efforts to process and approve or reject Completed Applications.

SFE shall promptly inform Sales Agency of any applications that have been rejected and the reason for rejection unless prohibited by Law. In the event that Sales Agency is able to resolve the reasons for rejection without contacting the Customer, such rejected application may, in the discretion of SFE, be resubmitted to SFE for approval. Sales Agency shall only contact the Customer regarding a rejected application with the approval of SFE.

**12.6 Obligation upon Expiration and Termination; Survival.** Upon termination of Sales Agency's engagement for any reason, Sales Agency shall immediately surrender to SFE all documents, lists, sales recordings, marketing brochures and materials, Prospect information, books and records of, or in connection with, SFE's business, and all other property belonging to SFE (including all Confidential Information), it being expressly understood that all such lists, books and records, and other documents, are the property of SFE.



**13.0 Product Education.** Prior to initiating any solicitation attempts under this Agreement, all Sales Agency Personnel must complete an SFE-approved education program. SFE may, in its sole discretion require Sales Agency Personnel to complete additional or supplemental education programs in accordance with SFE requirements.

**14.0 Compliance with Laws and Permits.** Sales Agency shall comply at all times, and ensure compliance by all Sales Agency Personnel at all times, with all applicable Laws, rules and regulations in effect in each Market, or any part of a Market, including, but not limited to, the following:

Public Utility Commission rules and regulations for Residential Customer and Commercial Customer retail natural gas and/or electricity sales;

- a) State or Federal consumer fraud and deceptive practices statutes and regulations and State or
- b) Federal Door to Door Sales statutes and regulations;
- c) Federal Trade Commission guidelines;
- d) Federal and state privacy laws pertaining to consumer information; and
- e) Local county, municipality and community guidelines relating to licensing, solicitation and any other requirements.

Any failure of Sales Agency to strictly comply with all applicable Laws may result in suspension or termination of the Contract Documents. SFE in its sole discretion reserves the right to make amendments to this agreement in order to conform to any changes in law.

**15.0 Storage of Data and Materials; Return of Materials.**

**15.1 Storage.** Unless requested by SFE, No other copies are to be made of any Customer Agreements or Customer information, including bills, without the prior approval of SFE.

**15.2 Destruction.** The Sales Agency shall ensure that all electronic copies of consumer information, audio recordings collected in accordance with this Agreement are destroyed upon submission and approval of SFE.

**16.0 Indemnification.** In addition to the indemnification obligations of Sales Agency under the Terms and Conditions, Sales Agency hereby agrees to defend, indemnify and hold SFE, and each of its officers, employees, directors, stockholders, agents and representatives harmless from and against any and all fines, claims, losses, damages, lawsuits, investigations, formal and informal regulatory actions, disputes, judgments and settlements arising out of or relating to (a) representations, statements, illustrations, allegations, averments, claims and other comments made by Sales Agency or any Sales Agency Personnel that are not expressly provided in the scripts, FAQs and marketing materials approved by SFE, (b) the failure of Sales Agency or its representatives to properly train Sales Agency Personnel, (c) acts or omissions of Sales Agency Personnel during the performance of the Work, (d) any violation of Law by Sales Agency or Sales Agency Personnel and (e) any violation of the Contract Documents by Sales Agency or Sales Agency Personnel, including being held responsible for any legal fees that SFE may incur as a result of such fines, claims, losses, damages, lawsuits, investigations, formal and informal regulatory actions, disputes, judgments and settlements. The Sales Agency further agrees to be responsible for SFE's reasonable legal fees if SFE is required to seek legal action in order to enforce the Sales Agency's indemnification.

**17.0 Offset.** SFE may, in its sole discretion, offset any amounts owed by Sales Agency to SFE under the Contract Documents against variable sales commissions and other amounts otherwise due to Sales Agency under the Contract Documents. SFE and Sales Agency will discuss in detail any offset prior to the offset being implemented.

**18.0 Additional SFE Remedies.**

**18.1** When complaints are received by SFE as a result of activity by the Sales Agency, SFE will forward to the Sales Agency, at SFE's sole discretion, a detailed copy of the complaint and SFE will work with the Sales Agency to determine final resolution.

**19.0 Insurance.** Sales Agency shall maintain \$1,000,000 of General Liability insurance. Sales Agency shall supply SFE with copies of the insurance certificates and endorsements meeting these requirements and copies of renewal insurance certificates and Endorsements.

**20.0 Survival.** In addition to those Sections specified in the Terms and Conditions, the obligations of Sales Agency under Sections 7, 10, 11, 12, 13, 14, 15, 16, & 19 of this Agreement shall survive the termination, expiration or cancellation of this Agreement and the Contract Documents.

**21.0 Termination.** The Terms and Conditions are hereby amended to provide that Sales Agency shall only be permitted to terminate or suspend the Work described in this Agreement and the Appendices hereto by providing not less than sixty (60) calendar days' prior written notice to SFE of its intention to do so.

**22.0 Notices.** The addresses for the giving of notices pertaining to the General Terms and Conditions, this Agreement or otherwise with regard to the Services are as contained in this agreement:

**23.0 Taxes and Withholdings.** The Sales Agency acknowledges and understands that they are responsible for the deduction and or tracking of any tax withholding required for the sales person, as well as any government required deductions or payments of any kind.

**24.0 Non Solicit:** The Sales Agency and SFE agree that during the term of the Agreement and for one year after the termination of the Agreement (for any cause) neither Party shall solicit, hire or contract with the employees, sales representatives or independent contractors of the other party.

**25.0 Succeed:** This Agreement supersedes any previous Agency Agreement that the Sales Agency may have had with SFE.

This Agreement between SFE and Sales Agency is acknowledged and agreed to by the Parties and executed by their authorized representatives.

**Sales Agency:** USA Group Energy, 1249 S. Myrtle Ave, Clearwater FL, 33756

Signature [Signature] Name 6-15-15  
(I have the authority to bind the Company to this Agency Agreement) BRENDAN DEAN  
Date 6-15-15

**SFE:** Jeff Borg, Senior Vice President, SFE Energy Inc., 100 Milverton Drive, Suite 608, Mississauga, ON, Canada, L5R 4H1

Signature \_\_\_\_\_ Date \_\_\_\_\_

- Appendix 1- Code of Conduct
- Appendix 2- Customers and Current Markets
- Appendix 3- Sales Agency Personnel- Contact Information
- Appendix 4 -Compensation Schedule
- Appendix 5- Telemarketing

## **Appendix 1**

### **SFE Energy Inc. Code of Conduct**

SFE has a very high standard of conduct. Below are requirement guidelines for each salesperson.

#### **Training and Certification**

All individuals hired by SFE to engage in solicitation or marketing of its products and services will undergo a training and certification program that covers the following components:

1. Information describing the development and current state of the deregulated retail competitive market-focusing upon the differing roles of SFE and the local distribution utility.
2. Knowledge of the relevant sections of the Home Energy Fair Practices Act, Public Service Commission's Uniform Business Practices, or such acts or laws in the States SFE is operating in. Knowledge of other applicable laws, rules and regulations governing the State energy retail industry in States where SFE operates.
3. Information concerning the products and services offered by SFE, including details of SFE's rates, payment options, agreement terms, and consumers' right to cancel including the applicability of any early termination fee;
4. The appropriate manner and attitude to be displayed to consumers during the solicitation/marketing process.

#### **SFE Energy's Compliance Monitoring Program ("Program")**

SFE's Compliance Department will provide reports to your Sales Manager(s) on any complaints received regarding your sales activity. The Compliance Department will review your complaints either directly with you and/or your Sales Manager to discuss the appropriate remedial action required to address the nature of the complaints. SFE will require the Sales Manager to implement the remedial action assigned by SFE and monitor your sales presentation to ensure compliance with SFE's Code of Conduct and all regulatory requirements.

#### **Cause for Removal**

The following actions (not intended to be an inclusive list) may result in SFE terminating its relationship with Marker.

1. Completing Agreements with minors.
2. Completing Agreements with the Infirm (persons which for health reasons are unable to understand the terms of the contract).
3. Completing Agreements with consumers without proper signing authority (authority is the account holder or spouse or Legal Representative of Account Holder).
4. Failure to comply with SFE's Salespersons Code of Conduct, and applicable regulatory and legal requirements.
5. Failure to comply with SFE's Compliance Monitoring Program.

Sales Agency may be terminated and damages sought for (but not limited to) the following reasons:

1. Impersonation of a customer's on TPV calls.
2. Falsification of consumer information.
3. Any other unlawful act that may cause harm to SFE.

### **Confidentiality**

I acknowledge that all Confidential Information and other property of SFE utilized by me or in my possession is the exclusive property of SFE, and that such property is held by me in trust for the sole and exclusive benefit of SFE, its subsidiaries and affiliates respectively. I will not, without the prior written approval of SFE, disclose any Confidential Information, or information which in good faith and good conscience ought to be treated as confidential, of which I have become aware in the course of my relationship. Furthermore, I will not use the Confidential Information for any purpose other than for complying with the obligations of this Document. I will ensure that all printed materials used by me in the course of selling for SFE is only material created by SFE and/or bear the Copyright or other proprietary notices of SFE.

Below is a guideline to the meaning of Confidential Information and is not meant to be a complete definition.

1. All written and oral information and materials disclosed or provided by SFE to you under this Document is Confidential Information regardless of whether it was provided before or after the date of this Document or how it was provided to you.
2. 'Confidential Information' means all data and information relating to the business and management of SFE, including proprietary and trade secret technology and accounting records to which access is obtained by you, including Work Product, Production Processes, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customers.
  - a. Confidential Information will also include any information which has been disclosed by a third party to SFE and governed by a non-disclosure agreement entered into between the third party and SFE. Confidential Information will not include information that:
    - i. is generally known in the industry of SFE;
    - ii. is now or subsequently becomes generally available to the public through no wrongful act of yourself;
    - iii. You rightfully had in your possession prior to receiving the Confidential Information from SFE;
    - iv. Is independently created by you without direct or indirect use of the Confidential Information;
    - v. You rightfully obtain from a third party who has the right to transfer or disclose it.
  - b. 'Work Product' means work product resulting from or related to work or projects performed or to be performed for SFE or for clients of SFE, of any type or form in any stage of actual or anticipated research and development;
  - c. 'Production Processes' means processes used in the creation, production and manufacturing of the Work Product, including but not limited to formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;

d. 'Other Proprietary Data' means information relating to SFE's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);

e. 'Business Operations' means internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting SFE's business;

f. 'Marketing and Development Operations' means marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of SFE which have been or are being discussed; and

g. 'Customers' means names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of the SFE.

## Appendix 2

### PERMITTED CUSTOMER CLASS AND MARKETS

#### Permitted Customer Class

##### A. Residential Customers

Residential Customers are defined as single family dwelling with a residential address occupied as a primary residence. Residential Customers are defined as those Customers who pay their own power bills. Residential Customers are also defined by the local municipality and or community in which Sales Agency is selling.

##### B. Small Commercial Customers

Small Commercial Customers are defined as those small businesses with demand or peak load under a certain threshold or served under a certain rate class, as provided by local Law.

##### C. Large Commercial Customers

Large Commercial Customers are defined as those Large businesses with demand or peak load over a certain threshold or served under a certain rate class, as provided by local Law.

#### Permitted Markets and Sales Territories

The Markets include the following utility service territories and Customer classes:

MARKET	CUSTOMER CLASS	TERRITORY
New York	Residential Telemarketing Small Commercial Telemarketing Large Commercial Telemarketing	All utilities where SFE has been permitted to sell.
Pennsylvania	Residential Telemarketing Small Commercial Telemarketing Large Commercial Telemarketing	All utilities where SFE has been permitted to sell.
New Jersey	Residential Telemarketing Small Commercial Telemarketing Large Commercial Telemarketing	All utilities where SFE has been permitted to sell.
Maryland	Residential Telemarketing Small Commercial Telemarketing Large Commercial Telemarketing	All utilities where SFE has been permitted to sell.
Massachusetts	Residential Telemarketing Small Commercial Telemarketing Large Commercial Telemarketing	All utilities where SFE has been permitted to sell.

Sales Territories within the Markets will be assigned to Sales Agency in writing by SFE.

## Appendix 4

### Commissions

#### Figure 1: Compensation Schedule: Commercial Fee

As a Sales partner with SFE You will be eligible for the following:

##### Natural Gas and Electricity Upfront Commission

SFE will publish wholesale rates on weekly and/or daily basis accompanied by a specific expiration date for those prices. The Fee will be assessed using the pricing that is in effect at the time SFE receives the contract. Delays in submission will impact the Fee rate.

- The Sales Partner retains 70% of the Adder.
  - Commissions shall be reported and paid based on:
    - 1) TPV Acceptance
    - 2) SFE Acceptance
    - 3) Historical usage obtained
    - 4) Utility Acceptance
    - 5) Customer Flow Date
- (A) An initial payment of 80% of the calculated Agent commission will be paid on the first commission week after the above 4 requirements are met. The balance of 20% will applied on the 3<sup>rd</sup> month anniversary of customer "Flow" date.
- (B) On contracts signed with a Term longer than 1 year, an annual payment of 100% of the Agent commission will be advanced on month 15 for the 2<sup>nd</sup> year of Flow and month 27 for the 3<sup>rd</sup> year of Flow.
- (C) The volume used to calculate commissions will be based on usages SFE receives from the LDCs. SFE will do reconciliation on annual basis based on the actual customer usages.

To confirm, total contract commission paid will vary based upon variations in the customer's flowing volume over the term of the agreement.

- **Clawbacks** (Charge-backs). Should the Customer cancel with SFE, through the Utility or through other means before it starts Flowing the Sales Agent will be clawed-back 100% of the commissions paid. Should the customer cancel after it has started Flowing then reconciliation will be performed to determine how much volume has flowed. Should the volume that has flowed multiplied by the Adder be less than the amount paid up front, then the difference between the amount paid and the calculated commission will be clawed-back. If the account is cancelled due to a sale related issue, SFE reserve the right to clawback all the commission at any time during the full Term of the contract.
- **Timing of Reporting and Payments.** Weekly Reporting and Payment will be made directly by SFE to Marketer on Friday for the prior week's production week running Monday thru Sunday. SFE pays only by ACH bank to bank transfer, not by wire. Funds are expected to post in Marketer's account by Monday morning unless there is a banking Holiday.
- **Renewal:** Sales Agency is eligible to manage their own renewals. If the Sales Agent is still active and in good standing, the Sales Agent will have the rights to renew their customers. Renewing customers will be treated as would newly solicited customer.

## Appendix 5

### Telemarketing: Mandatory compliance with State and federal rules including, but not limited to, federal "Do-not-call" lists

Third party Telemarketing Service ("TPTS") shall comply with all state and Federal Trade Commission telemarketing rules.

The Federal Trade Commission ("FTC") Telemarketing Sales Rule, 16 C.F.R. § 310.4 provides, in pertinent part, as follows:

It is an abusive telemarketing act or practice and a violation of this Rule for a telesales Agency to engage in, or for a seller to cause a teleSales Agency to engage in, the following conduct:

Initiating any outbound telephone call to a person when:

- (A) that person previously has stated that he or she does not wish to receive an outbound telephone call made by or on behalf of the seller whose goods or services are being offered or made on behalf of the charitable organization for which a charitable contribution is being solicited; or
- (B) that person's telephone number is on the "do-not-call" registry, maintained by the Commission, of persons who do not wish to receive outbound telephone calls to induce the purchase of goods or services unless the seller;
  - (i) has obtained the express agreement, in writing, of such person to place calls to that person. Such written agreement shall clearly evidence such person's authorization that calls made by or on behalf of a specific party may be placed to that person, and shall include the telephone number to which the calls may be placed and the signature of that person (for purposes of this Rule, the term "signature" shall include an electronic or digital form of signature, to the extent that such form of signature is recognized as a valid signature under applicable federal law or state contract law); or;
  - (ii) has an established business relationship with such person, and that person has not stated that he or she does not wish to receive outbound telephone calls under paragraph (b)(1)(iii)(A) of this section.

Accordingly, as a Third Party Telemarketing Supplier doing business on behalf of SFE, you must be in compliance with all federal and State rules including, but not limited to, the "do-not-call" provisions set forth above.

SFE requires that you provide a copy of your state and/or federal telemarketing license in good standing, along with proof of your \$1,000,000 of General Liability insurance in accordance with section 19.0 of your agreement.



**CERTIFICATION UNDER OATH**

1. I BRENT MCDANIEL, hereby certify that I am the OPERATIONS MGR of UTILITY SERVICES ADVISORY a Third Party Telemarketing Supplier licensed by the state of FLORIDA (hereinafter the "Company").

2. I hereby certify that I am aware that the Company must comply with all the standards, rules and regulations applicable to its license and must meet all reliability standards as may be established by the state of FLORIDA.

3. I hereby certify that as such, the Company must comply with the FTC Telemarketing Sales Rule at 16 C.F.R. § 310.4 (b) (1).

4. I hereby certify that the Company is aware of the requirements provided under 16 C.F.R. § 310.4 including, but not limited to, the restrictions on contacting persons on the "do-not-call" registry.

5. I hereby certify that the Company is in complete compliance with the regulations provided under 16 C.F.R. § 310.4.

6. I hereby certify that the Company ensures complete compliance with 16 C.F.R. § 310.4 through the following affirmative actions taken on behalf of the Company:

OUR OWN MONITORING. OUR LISTS ARE SCRUBBED TO REMOVE DO NOT  
CALL NUMBERS

(Attach additional pages if necessary.)

7. I hereby certify that the Company DOES NOT employ and/or utilize agents, telesales Agencies, and/or other third parties.

8. I hereby certify that all agents employed by the Company have been certified by SFE in accordance with SFE's agent certification process.

9. I hereby certify that the Company will provide to SFE all copies of insurance certificates and endorsements and copies of renewal insurance certificates and Endorsements forthwith.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the above statements are willfully false, I am subject to termination of the Company agreement with SFE, which may include any other action taken by SFE to mitigate any loss or damage as a result of my Company's actions.

Dated this 15th day of JUNE, 2015 at 812 PINELLAS ST (MAILING & ADMIN. OFFICE)  
CLEARWATER, FL  
33756

Signature [Signature]

# Investor Agreement

**THIS** is an Investor Agreement by and between the Roger L. Putnam ("Investor") and Utility Services Advisory Group, LLC ("Borrower"), a Florida LLC, whose principal place of business is 1249 S. Myrtle Ave. Clearwater, FL 33756

## Defined Terms

Name: Roger L. Putnam ("Investor")

Address: 30 Beach St. Wellfleet, MA 02667

Amount of Investment: \$25,000.00 ("Principal Amount")

Interest Rate: See Promissory Note of same date.

Ownership Share: 5% applies to profit and shares.

Term of Investment: First position full payback before any other investor within 18 months from the date of the Investment. 10% annualized interest on any unpaid principal after 18 months. See Promissory Note of same date for full terms.

## Background

**BORROWER** is organized for the purpose of making responsible investments and Investor desires to support Borrower in doing so by granting the Principal Amount set forth above, on the terms and conditions contained herein.

**NOW THEREFORE**, intending to be legally bound, the Borrower and the Investor agree as follows:

1. The Investor hereby invests the Principal Amount with the Borrower.
2. The Borrower shall evidence this investment with a Promissory Note to the Investor for the Principal Amount. Borrower shall pay on the unpaid balance within 18 months beginning on the date hereof. If not sooner paid, the Principal Amount of this Investment shall be due and payable at the end of the Investment Period.
3. Funds from this investment shall be used solely by and for the purpose of Investor's business operations. Borrower shall notify the Investor of the use of the whole or any part of the funds from this investment
4. The Borrower may prepay the whole or any part of the Principal Amount of this investment without premium or penalty.
5. This Investment Agreement shall be governed by the laws of the State of Florida.

## Agreement

IN WITNESS THEREOF, Borrower and Investor have caused this Agreement to be executed. This Agreement shall be effective from the date of the Promissory Note.

By:

Caleb McDaniel (Borrower)

Name:

Title:

Date:

SSN:

MGMR  
7/24/13  
602-60-6371

By:

Name:

Title:

Date:

Signature for Roger Putnam  
7/24/13

## **Promissory Note**

Borrower: Utility Services Advisory Group, LLC ("Borrower")

1249 S. Myrtle Avenue

Clearwater, FL 33756

Lender: Roger L Putnam ("Lender")

30 Beach St. Wellfleet, MA 02667

### **I. Promise to Pay**

Borrower agrees to pay Lender the total amount of \$25,000.00 within 18 months.

Payment will be delivered to Lender at 812 Pinellas St. Clearwater, FL 33756

### **II. Repayment**

The amount owed under this Promissory Note will be repaid within 18 months from the date of mutual signing.

### **III. Late Payment Fees**

If Borrower defaults in full repayment within 18 months Borrower shall pay annualized interest of 10% of the unpaid balance with any payment applied first to the interest and then the principal. After the initial 18 month period payments will be due on the 1<sup>st</sup> of every month for the next 6 months until any remaining interest and principal is fully paid off.

### **IV. Additional Costs**

In case of default in the payment of any principal or interest of this Promissory Note, Borrower will pay to Lender such further amount as will be sufficient to cover the cost and expenses of collection, including, without limitation,

reasonable attorney's fees, expenses, and disbursements. These costs will be added to the outstanding principal and will become immediately due.

#### **V. Transfer of the Promissory Note**

Borrower hereby waives any notice of the transfer of this Note by Lender or by any subsequent holder of this Note, agrees to remain bound by the terms of this Note subsequent to any transfer, and agrees that the terms of this Note may be fully enforced by any subsequent holder of this Note.

#### **VI. Amendment; Modification; Waiver**

No amendment, modification or waiver of any provision of this Promissory Note or consent to departure therefrom shall be effective unless by written agreement signed by both Borrower and Lender.

#### **VII. Successors**

The terms and conditions of this Promissory Note shall inure to the benefit of and be binding jointly and severally upon the successors, assigns, heirs, survivors and personal representatives of Borrower and shall inure to the benefit of any holder, its legal representatives, successors and assigns.

#### **VIII. Breach of Promissory Note**

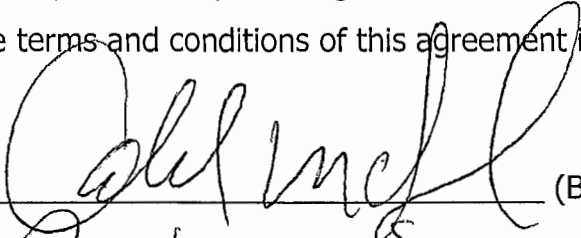
No breach of any provision of this Promissory Note shall be deemed waived unless it is waived in writing. No course of dealing and no delay on the part of Lender in exercising any right will operate as a waiver thereof or otherwise prejudice Lender's rights, powers, or remedies. No right, power, or remedy conferred by this Promissory Note upon Lender will be exclusive of any other rights, power, or remedy referred to in this Note, or now or hereafter available at law, in equity, by statute, or otherwise.

## IX. Governing Law

The validity, construction and performance of this Promissory Note will be governed by the laws of the State of Florida, excluding that body of law pertaining to conflicts of law. Borrower hereby waives presentment, notice of non-payment, notice of dishonor, protest, demand and diligence.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this agreement in its entirety.

By:

 (Borrower)

Name:

Caleb McDaniel

Title:

MGMR

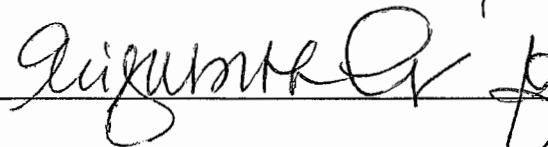
Date:

7/24/13

SSN:

602 60 6371

By:

 for ROGER PUTNAM

Name:

ELIZABETH CURRIER

Title:

Date:

7/24/13

## Energy Agreement

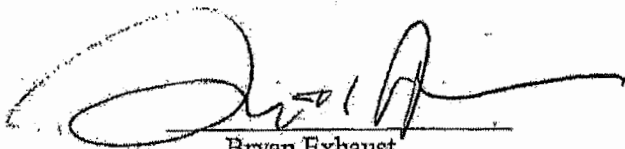
Owners: Bryan Exhaust, Bishop's, McDaniel's and Caleb McDaniel.

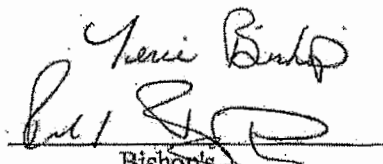
Bryan Exhaust will be investing a total of \$50,000 in the Energy Business which will represent 25% ownership. The first \$30,000 paid by the week of April 1, 2013 and the balance of \$20,000 to be paid 30 days later. The amount of \$50,000 will be paid back within 24 to 36 months and Bryan Exhaust will still retain their full 25% ownership.

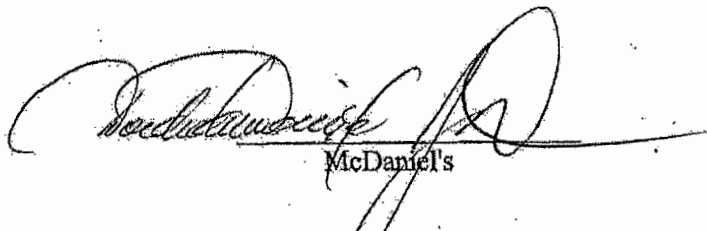
Once profits are available, they will distributed either weekly or monthly based on financial planning.

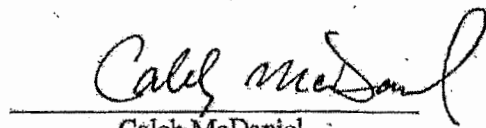
In the event of an owner's death the ownership would continue in the surviving spouses name or dictates of will and all rights of ownership and profit would transfer as well.

If anyone should decide to leave this business they agree not to compete in the Energy industry for 2 years. While part of this business all partners agree not to compete against each other in this industry.

  
Bryan Exhaust

  
Bishop's

  
McDaniel's

  
Caleb McDaniel

## 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, email address, and telephone number of the preparer.

Statement follows containing balance sheet, income statement and cash flow statement information. We use cash accounting.



USAG Fincancial Forecast (cash flow business)	The historical numbers highlighted in yellow columns are assumptions.										
	Q4 2014	Q1 2015	Q2 2015	Q3 2015	Q4 2015	Q1 2016	Q2 2016	Q3 2016	Q4 2016	Q1 2017	Q2 2017
<b>INCOME STATEMENT</b>											
Total Gross Revenue	\$61,693	\$114,792	\$160,733	\$200,000	\$250,000	\$300,000	\$350,000	\$400,000	\$450,000	\$500,000	\$550,000
<b>Expenses</b>											
Payroll - 60%	\$42,594	\$73,560	\$96,481	\$120,000	\$150,000	\$180,000	\$210,000	\$240,000	\$270,000	\$300,000	\$330,000
Commissions - 10%	\$9,870	\$15,500	\$17,960	\$20,000	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	\$50,000	\$55,000
other Administrative - 14%	\$9,055	\$11,823	\$21,733	\$28,000	\$35,000	\$42,000	\$49,000	\$56,000	\$63,000	\$70,000	\$77,000
Total Expenses	\$61,519	\$100,883	\$136,174	\$168,000	\$210,000	\$252,000	\$294,000	\$336,000	\$378,000	\$420,000	\$462,000
Total Net Income	\$174	\$13,909	\$24,559	\$32,000	\$40,000	\$48,000	\$56,000	\$64,000	\$72,000	\$80,000	\$88,000
<b>BALANCE SHEET</b>											
<b>Assets</b>											
Bank Account	\$2,475	\$12,490	\$35,548	\$74,989	\$122,989	\$178,989	\$242,989	\$314,989	\$394,989	\$482,989	\$578,989
Personal Property (negligible)											
<b>Liabilities</b>											
Loan from Bryan Exhaust	\$50,000	\$49,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000
Loan from Roger Putnam	\$25,000	\$24,500	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
<b>Equity</b>											
Retained Earnings	-\$72,699	-\$74,919	-\$61,011	-\$29,011	\$10,989	\$58,989	\$114,989	\$178,989	\$250,989	\$330,989	\$418,989
Net Income	\$174	\$13,909	\$24,559	\$32,000	\$40,000	\$48,000	\$56,000	\$64,000	\$72,000	\$80,000	\$88,000
Total Liabilities & Equity	\$2,475	\$12,490	\$35,548	\$74,989	\$122,989	\$178,989	\$242,989	\$314,989	\$394,989	\$482,989	\$578,989

## 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.

If an applicant is not rated by one of the rating agencies listed in Exhibit C-6, they should do one of two things:

1. If the applicant's parent is rated by one of the rating agencies listed in Exhibit C-6, provide the parent's credit rating
2. If neither the applicant nor the parent (if the applicant has a parent) is rated, the applicant should state that it is not rated by an agency on the list. Such a statement does not penalize the applicant. The vast majority of applicants are not rated by an agency listed in C-6.

**Utility Services Advisory Group is not rated by an agency on the list.**

If the applicant is rated by D&B, Experian or a similar agency, it should provide that rating in Exhibit C-7. If not the applicant should state so in Exhibit C-7.

If an applicant is rated in C-6; they can enter "N/A" for C-7.

Exhibit C-7 - Credit Report

Provide a copy of the applicant's credit report from Experion, Dun and Bradstreet or a similar organization.

Utility Services Advisory Group is not rated by an agency on the list.

Legal Name: Utility Services Advisory Group, LLC

## 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.

No bankruptcy filings.

Legal Name: Utility Services Advisory Group, LLC

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.

No dissolution or merger or acquisition.

Legal Name: Utility Services Advisory Group, LLC

Caleb McJ Manager-MGRM  
Signature of Applicant & Title

Sworn and subscribed before me this 15<sup>th</sup> day of August, 2015  
Month Year

Tiffany Sylvester Tiffany Sylvester Notary  
Signature of official administering oath Print Name and Title

My commission expires on 5/29/17



Legal Name: Utility Services Advisory Group, LLC

# **AFFIDAVIT**

State of FLORIDA :

CLEARWATER<sup>ss.</sup>  
(Town)

County of PINELLAS :

CALEB  
MCDANIEL

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

He/She is the MANAGER - MGRM (Office of Affiant) of UTILITY SERVICES  
ADVISORY GROUP, LLC (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.

Colleen F. Manager  
Signature of Affiant & Title

Sworn and subscribed before me this 15th day of August, 2015  
Month Year

Tiffany Sylvester  
Signature of official administering oath

Tiffany Sylvester notary  
Print Name and Title

My commission expires on 5/29/17





**This foregoing document was electronically filed with the Public Utilities**

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**Case No(s). 15-1788-EL-AGG**

Summary: Application Certification Application for Electric Aggregators/Power Brokers  
electronically filed by Mr. Mike Campbell on behalf of Utility Services Advisory Group, LLC