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GAS & ELECTRICITY

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PUCO

Public Utilities Commission of Ohio
Docketing Division, 13th Floor
180 East Broad Street
Columbus, Ohio 43215-3793

08-638-GA-CRS

RE: Spark Energy Gas, LP – Certification Application to Become a Retail Natural Gas
Supplier in the State of Ohio
CONFIDENTIAL INFORMATION

To Whom it May Concern:

Some of the information contained within this application is considered CONFIDENTIAL AND PROPRIETARY and has been marked accordingly. Please ensure that this information is NOT published on the Public Service Commission of Ohio ("PUCO") website or made public to any person or entity outside of the PUCO without written consent from an authorized representative of Spark Energy Gas, LP ("SEG").

Per the instructions provided by the PUCO, SEG submits one (1) original notarized application, signed by a principal officer, as well as ten (10) copies, including all exhibits, affidavits and other attachments. All Exhibits are clearly identified according to PUCO guidelines and all pages are numbered and attached in sequential order.

SEG believes this application to be complete and correct. If any further information is required please do not hesitate to contact SEG directly and the requests of the PUCO will be fulfilled as soon as possible.

It is always a top priority of Spark Energy Gas, LP to be in compliance with all tariffs, rules and regulations of any and all Commissions and Utilities that SEG is involved with. If at any time there is a change within the organization and an update is required, SEG will do so in a timely manner.

Thank you for your time and consideration as we look forward to doing business with the State of Ohio. If contact is necessary please call or email any of the undersigned:

Ms. Casey P. Adkins
Assistant General Counsel
832-217-1892 (direct)
832-217-1895 (fax)
cadkins@sparkenergy.com

Ms. Brandi E. Day
Director of Retail Market Planning and Analysis
832-200-3731 (direct)
832-200-3787 (fax)
bday@sparkenergy.com

Sincerely,

Michelle D. Presley

Michelle D. Presley
Senior Retail Analyst
New Markets Department
832-200-3767
mpresley@sparkenergy.com

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08-638-GA-CRS

PUCO

**STATE OF OHIO
PUBLIC UTILITIES COMMISSION OF OHIO**

SPARK ENERGY GAS, L.P.

ORIGINAL APPLICATION FOR CERTIFICATION

MAY, 2008

STATE OF OHIO
PUBLIC UTILITIES COMMISSION OF OHIO

Spark Energy Gas, LP

**Certification Application to Become a
Retail Natural Gas Supplier
In the State of Ohio**

Case No. 08-638 - GA - CRS
Certification No. _____

APPLICATION

Spark Energy Gas, LP ("Applicant" or "SEG"), hereby requests that the Public Utilities Commission of Ohio ("Commission") grant it a Certification to supply gas as a **Natural Gas Supplier** ("NGS"), in accordance with Chapter 4901:1-27 and 4901:1-29 of the Ohio Administrative Code and Section 4929.20 of the Ohio Revised Code. In support of its application, SEG states the following:

SECTION A – APPLICANT INFORMATION AND SERVICES

- A-1** Spark Energy Gas, LP intends to be certified as a **Retail Natural Gas Marketer**
- A-2** The legal name of the entity applying for Certification as a Natural Gas Marketer is **Spark Energy Gas, LP**. SEG is located at **3010 Briarpark Drive, Suite 550, Houston, TX 77042**. SEG's main telephone number is **713-977-5634**.
- A-3** SEG intends to do business in the State of Ohio under the name and address as it is listed above. The website address for SEG is **www.sparkenergy.com**.
- A-4** SEG operates only as **Spark Energy Gas, LP** in North America.
- A-5** The contact person for regulatory or emergency matters is:

Ms. Casey P. Adkins
Assistant General Counsel
3010 Briarpark Drive, Suite 550
Houston, Texas 77042
713.977.5634 (Main)
832.217.1892 (Direct)
832.217.1895 (Facsimile)
713.829.5333 (Mobile)
cadkins@sparkenergy.com

With a copy to

Legal Department

A-6 The contact person for Commission Staff use in investigating customer complaints is:

Mrs. Yara Taylor
Customer Service Supervisor
3010 Briarpark Drive, Suite 550
Houston, Texas 77042
713.977.5634 (Main)
832.200.3720 (Direct)
713.977.5602 (Facsimile)
customerconcerns@sparkenergy.com

A-7 SEG's toll-free number and address for customer service and complaints is:

Spark Energy Gas, LP
3010 Briarpark Drive, Suite 550
Houston, Texas 77042
866.877.4427

A-8 In accordance with Section 4929.22 of the Ohio Revised Code, the name, office address, telephone number and website of the designated Ohio Employee for SEG is:

OUR AGENT: Timothy Roberson, 17 S. High Street, Suite 1100, Columbus, OH 43215.

OUR EMPLOYEE: Tom Mills,
1875 w. Longview Ave.,
Mansfield, Ohio 44906.
(T) 419-565-2767

A-9 SEG's federal employee identification number is: **76-0668204**

A-10 Spark Energy Gas, LP operates as a Limited Partnership organized under the laws of the State of Texas.

A-11 SEG intends to service these customer types in the following areas:

Columbia Gas of Ohio	Residential	Small Commercial	Large Commercial / Industrial
Dominion East Ohio	Residential	Small Commercial	Large Commercial / Industrial
Duke Energy Ohio	Residential	Small Commercial	Large Commercial / Industrial
Vectren Energy Delivery of Ohio	Residential	Small Commercial	Large Commercial / Industrial

A-12 Spark Energy Gas, LP was previously licensed as a Retail Natural Gas Supplier with the Public Utilities Commission of Ohio. **Please see Exhibit A-12** (Attached hereto and incorporated into this filing by reference).

A-13 SEG proposes to begin delivering services to customers in the State of Ohio in May, 2008. Upon approval by the Commission, SEG will begin serving customers in the Dominion East Ohio ("DEO") territory. SEG is requesting approval for additional, available markets in the State; however, has no proposal of starting dates for delivery of services.

A-14 **Please see Exhibit A-14** **"Principal Officers, Directors and Partners"**
(Attached hereto and incorporated into this filing by reference)

A-15 **Please see Exhibit A-15** **"Corporate Structure"**
(Attached hereto and incorporated into this filing by reference)

A-16 **Please see Exhibit A-16** **"Company History"**
(Attached hereto and incorporated into this filing by reference)

- A-17 Please see Exhibit A-17 "Articles of Incorporation"
(Attached hereto and incorporated into this filing by reference)
- A-18 Please see Exhibit A-18 "Secretary of State"
(Attached hereto and incorporated into this filing by reference)

SECTION B – APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

- B-1 Please see Exhibit B-1 "Jurisdictions of Operation"
(Attached hereto and incorporated into this filing by reference)
- B-2 Please see Exhibit B-2 "Experience and Plans"
(Attached hereto and incorporated into this filing by reference)
- B-3 Please see Exhibit B-3 "Summary of Experience"
(Attached hereto and incorporated into this filing by reference)
- B-4 Please see Exhibit B-4 "Disclosure of Liabilities and Investigations"
(Attached hereto and incorporated into this filing by reference)
- B-5 Please see Exhibit B-5 "Disclosure of Consumer Protection Violations"
(Attached hereto and incorporated into this filing by reference)
- B-6 Please see Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension or Revocation" (Attached hereto and incorporated into this filing by reference)

SECTION C – APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

- C-1 Please see Exhibit C-1 "Annual Reports"
See Annual Audited Financials, sent confidentially under separate cover.
- C-2 Please see Exhibit C-2 "SEC Filings"
Non-applicable,
- C-3 Please see Exhibit C-3 "Financial Statements"
See Annual Audited Financials, sent confidentially under separate cover
- C-4 Please see Exhibit C-4 "Financial Agreements"
See credit facility agreement, sent confidentially under separate cover.
- C-5 Please see Exhibit C-5 "Forecasted Financial Statements"
Sent confidentially under separate cover.
- C-6 Please see Exhibit C-6 "Credit Rating"
Sent confidentially under separate cover.
- C-7 Please see Exhibit C-7 "Credit Report"
Sent confidentially under separate cover.

C-8 Please see Exhibit C-8 "Bankruptcy Information"
(Attached hereto and incorporated into this filing by reference)

C-9 Please see Exhibit C-9 "Merger Information"
(Attached hereto and incorporated into this filing by reference)

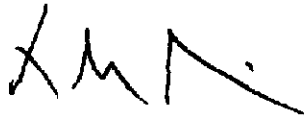
SECTION D - APPLICANT AND TECHNICAL CAPABILITY

D-1 Please see Exhibit D-1 "Operations"
(Attached hereto and incorporated into this filing by reference)

D-2 Please see Exhibit D-2 "Operations Expertise"
(Attached hereto and incorporated into this filing by reference)

D-3 Please see Exhibit D-3 "Key Technical Support"
(Attached hereto and incorporated into this filing by reference)

Applicant Signature



Applicant Name

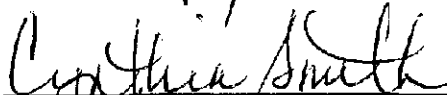
Ken Ziober

Applicant Title

Senior Vice President

Sworn and Subscribed before me this 22nd day of May, 2008.

Signature of Official Administering Oath

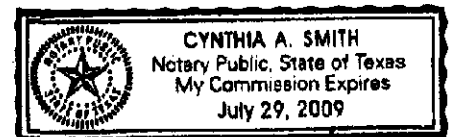


Printed name and Title of Person
Administering Oath

Cynthia A. Smith

My Commission Expires on

July 29, 2009



A-12

The Public Utilities Commission of Ohio

Ohio Competitive Retail Natural Gas Supplier Certificate

Issued pursuant to Case Number(s):
05-485-GA-CRS

Is

Ohio Competitive Retail Natural Gas Supplier Certificate Number:
05-099(1)

Granted to:
UTILITY RESOURCE SOLUTIONS, L.P.

Whose office or principal place of business is located at:
2603 Augusta Drive, Suite 1400, Houston, Texas 77057

And is certified to provide:
Retail Natural Gas Marketer

Services within the state of Ohio, for a two-year period.

Certification Effective:
May 13, 2005 through May 13, 2007

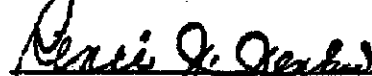
The certification of Ohio competitive retail natural gas suppliers is governed by Chapter 4901:1-27 of the Ohio Administrative Code and section 4929.20 of the Ohio Revised Code.

This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) as well as those under law, are not met.

Certified entity is subject to all rules and regulations of the commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio
Dated: May 12, 2005

By Order of
The Public Utilities Commission of Ohio



Renee J. Jenkins, Secretary
Betty McCauley, Acting Secretary
Mariruth C Wright, Acting Secretary



**Certification Application for
Competitive Retail Natural Gas Supplier**

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Exhibit C-8	Bankruptcy Information
Exhibit C-9	Merger Information
Exhibit D-1	Operations
Exhibit D-2	Operations Expertise
Exhibit D-3	Key Technical Personnel

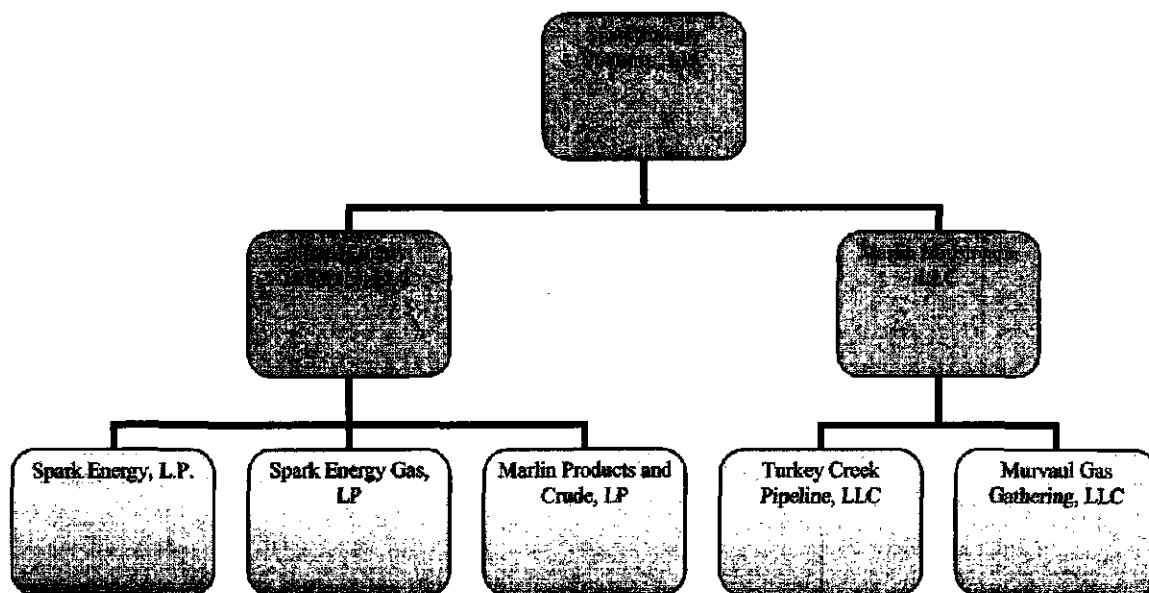
STATE OF OHIO
PUBLIC UTILITIES COMMISSION OF OHIO

SPARK ENERGY GAS, LP
*CERTIFICATION APPLICATION FOR
COMPETITIVE RETAIL NATURAL GAS SUPPLIERS*

Exhibit A-14
Principal Officers, Directors and Partners

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com



SPARK ENERGY: GAS AND ELECTRIC CORPORATE CHART

STATE OF OHIO
PUBLIC UTILITIES COMMISSION OF OHIO

SPARK ENERGY GAS, LP
*CERTIFICATION APPLICATION FOR
COMPETITIVE RETAIL NATURAL GAS SUPPLIERS*

Exhibit A-15
Corporate Structure

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

<u>NAME</u>	<u>TITLE</u>	<u>ADDRES S</u>	<u>PHONE NUMBER</u>	<u>EMAIL</u>
William Keith Maxwell	Chief Executive Officer/President	3010 Briarpark Drive, Suite 550, Houston, TX 77042	713-977-5641	
Todd Gibson	Executive Vice President/Chief Financial Officer	3010 Briarpark Drive, Suite 550, Houston, TX 77042	713-977-5633	
Alyson Mohn	Treasurer/Vice President	3010 Briarpark Drive, Suite 550, Houston, TX 77042	832-200-3727	amohn@sparkenergy.com
Terry Jones	Senior Vice President/General Counsel	3010 Briarpark Drive, Suite 550, Houston, TX 77042	832-217-1848	tjones@sparkenergy.com
Jeff Beicker	Senior Vice President/Chief Risk Officer	3010 Briarpark Drive, Suite 550, Houston, TX 77042	832-200-3781	jbeicker@sparkenergy.com
Eric Rinn	Vice President/Technology Officer	3010 Briarpark Drive, Suite 550, Houston, TX 77042	832-200-3764	erinn@sparkenergy.com
Al Barrios	Vice President	3010 Briarpark Drive, Suite 550, Houston, TX 77042	832-217-1833	abarrios@sparkenergy.com
Dale Farrar	Vice President	3010 Briarpark	832-200-3759	dfarrar@sparkenergy.com

		Drive, Suite 550, Houston, TX 77042		
Pamela Maxwell	Vice President	3010 Briarpark Drive, Suite 550, Houston, TX 77042	832-200-3722	pmaxwell@sparkenergy.c om
John Lupo	Vice President	3010 Briarpark Drive, Suite 550, Houston, TX 77042	832-217-1850	jlupo@sparkenergy.com
Ken Ziober	Senior Vice President	3010 Briarpark Drive, Suite 550, Houston, TX 77042	713-977-5645	kziober@sparkenergy.com

"Principal Officers, Directors, & Partners of Spark Energy Gas, LP"

STATE OF OHIO
PUBLIC UTILITIES COMMISSION OF OHIO

SPARK ENERGY GAS, LP

*CERTIFICATION APPLICATION FOR
COMPETITIVE RETAIL NATURAL GAS SUPPLIERS*

Exhibit A-16

Company History

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

A-16: Company History

Spark Energy Gas, L.P. is a full-service wholesale and retail marketing organization that sells natural gas to wholesale commercial, industrial and end-use retail customers across North America. Spark Energy Gas (formerly known as Utility Resource Solutions, L.P.) was formed pursuant to the May 15, 1998 Texas Revised Limited Partnership Act. It began operations on January 17, 2001, and changed its name from Utility Resource Solutions, L.P. to Spark Energy Gas, LP in Texas on February 14, 2007.

STATE OF OHIO
PUBLIC UTILITIES COMMISSION OF OHIO

SPARK ENERGY GAS, LP
*CERTIFICATION APPLICATION FOR
COMPETITIVE RETAIL NATURAL GAS SUPPLIERS*

Exhibit A-17
Articles of Incorporation and Bylaws

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

AGREEMENT OF LIMITED PARTNERSHIP
OF
UTILITY RESOURCE SOLUTIONS, L.P.

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THE LIMITED PARTNERSHIP INTERESTS REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND WERE ISSUED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933 ("ACT"), OR THE SECURITIES LAWS OF ANY STATE, PURSUANT TO APPLICABLE EXEMPTIONS FROM SUCH REGISTRATION. THESE INTERESTS MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED AT ANY TIME EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS CONTAINED IN THIS INSTRUMENT, AND PURSUANT TO EITHER AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR THE RECEIPT BY THE GENERAL PARTNER OF AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO IT THAT SUCH TRANSFER DOES NOT REQUIRE REGISTRATION UNDER ANY APPLICABLE LAWS.

**AGREEMENT
OF LIMITED PARTNERSHIP
OF
UTILITY RESOURCE SOLUTIONS, L.P.**

THIS AGREEMENT OF LIMITED PARTNERSHIP OF UTILITY RESOURCE SOLUTIONS, L.P., is made to be effective the 17th day of January, 2001 by and among TEXEX ENERGY HOLDINGS, L.L.C., a Texas limited liability company (the "General Partner"), and the limited partners whose names appear on the signature page attached hereto and made a part of this Agreement for all purposes (the "Limited Partners").

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
FORMATION; PARTNERSHIP CERTIFICATE; FILINGS; DEFINITIONS**

1.1 **Formation of Limited Partnership.** The Partners hereby enter into and form pursuant to the provisions of the Limited Partnership Act a limited partnership for the purpose and scope set forth hereinbelow. Except as provided to the contrary in this Agreement, the rights, duties, status and liabilities of the Partners, and the formation, administration, dissolution and continuation or termination of the Partnership, shall be as provided in the Limited Partnership Act.

1.2 Certificate of Limited Partnership. The General Partner shall file the Certificate of Limited Partnership for the Partnership with the Secretary of State of the State of Texas.

1.3 Filings. The General Partner shall promptly execute and deliver such additional documents and perform such additional acts consistent with the terms of this Agreement as may be necessary to comply with the requirements of law for the formation, continuation, qualification and operation of a limited partnership under the laws of the State of Texas, for the qualification or reformation and operation of a limited partnership in each other jurisdiction (if any) in which the Partnership shall conduct business and for the admission of Limited Partners on the Closing Date. Each Limited Partner agrees to execute and deliver any documentation requested by the General Partner for such formation, qualification and continuation.

1.4 Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated:

(a) **"Adjusted Capital Account Deficit"** means, with respect to any Limited Partner, the deficit balance, if any, in such Limited Partner's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts which such Limited Partner is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Treasury Regulation Section 1.704-2(g)(2); and

(ii) debit to such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(b) **"Additional Contributions"** shall have the meaning set forth in Sections 4.1 and 4.2 of this Agreement.

(c) **"Affiliate"** means, with respect to a Partner, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or under common control with such Partner. The term "control," as used in the immediately preceding sentence, means, with respect to a Person that is a corporation, the right to exercise, directly or indirectly, more than ten percent (10%) of the voting rights attributable to the shares of the controlled corporation, and with respect to a Person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person.

(d) "Agreement" means this Agreement of Limited Partnership of Utility Resource Solutions, L.P.

(e) "Appraised Value" means, with respect to the Partnership Property, or any part thereof, the market value of such property as estimated by an independent appraiser selected by the General Partner.

(f) "Capital Account" shall have the meaning attributed to it in Article V of this Agreement.

(g) "Capital Contribution" means the total contribution to the capital of the Partnership for which a Partner is legally bound and obligated to make, which amount is designated as a Capital Contribution for such Partner pursuant to Article IV of this Agreement.

(h) "Cash From Refinancing" means the cash proceeds received by the Partnership from the refinancing of any Partnership indebtedness.

(i) "Cash From Sales" means the cash proceeds received by the Partnership from the sale, exchange or other Disposition of any item of Partnership Property.

(j) "Certificate of Limited Partnership" means the Certificate of Limited Partnership for this Partnership in the form and substance attached hereto as Schedule C, which, when executed and filed by the General Partner, will effect the organization of the Partnership, or any other certificate of this Partnership filed subsequent thereto which complies with Section 2.01 of the Limited Partnership Act.

(k) "Closing Date" means the date on which this Agreement is executed by the General Partner and the Limited Partners.

(l) "Code" or "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended from time to time.

(m) "Dispose," "Disposing" and "Disposition" mean a sale, assignment, transfer, exchange, mortgage, pledge or other disposition or hypothecation, including, but not limited to, a transfer by reason of death or the filing of voluntary or involuntary bankruptcy. For this purpose, conveyance to a spouse of a Partner in satisfaction of the spouse's community property rights in the Interest, or portion thereof, shall not be considered a gift, but shall be considered a Disposition.

(n) "Distributable Cash From Operations" means cash receipts from the day-to-day operations of the Partnership without deduction for depreciation or amortization of intangibles, but after deducting all cash expenses payable in a given year, including reserves established by the General Partner which are deemed to be reasonably required for the proper

operation of the business of the Partnership. "Distributable Cash From Operations" does not include Cash From Refinancing or Cash From Sales.

(o) "General Partner" means Texex Energy Holdings, L.L.P., together with each other Person (if any) that subsequently becomes an additional or substituted General Partner in accordance herewith, but excluding any such Person that subsequently ceases to be a General Partner pursuant to the provisions of this Agreement. The term does not include a Person who is the transferee of a General Partner's Interest, or portion thereof, unless such Person becomes a substituted or additional General Partner.

(p) "Gross Asset Value" means, with respect to any Partnership Property, the property's adjusted basis for federal income tax purposes, except as follows:

(i) the initial Gross Asset Value of any property contributed by a Partner to the Partnership shall be the gross fair market value of such property, as determined by the contributing Partner and the Partnership;

(ii) the Gross Asset Value of all Partnership Property shall be adjusted to equal their respective gross fair market values, as determined by the General Partner as of the following times: (1) the acquisition of an additional Interest in the Partnership by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution, (2) the distribution by the Partnership to a Partner of more than a *de minimis* amount of Partnership Property other than money, whether in connection with a liquidation or otherwise, and (3) the liquidation of the Partnership within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (1) and (2) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners;

(iii) the Gross Asset Value of any Partnership Property distributed to any Partner shall be the Gross Asset Value of such property on the date of distribution;

(iv) the Gross Asset Value of Partnership Property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Value shall not be adjusted pursuant to this Section 1.4(p)(iv) to the extent the General Partner determines that an adjustment pursuant to Section 1.4(p)(ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 1.4(p)(iv); and

(v) if the Gross Asset Value of Partnership Property has been determined or adjusted pursuant to Sections 1.4(p)(i), (ii) or (iv) hereof, such Gross Asset Value shall thereafter be adjusted by the depreciation or depletion taken into account with respect to such asset for purposes of computing Profits and Losses.

(q) "Immediate Family" means, with respect to any individual, the spouse, children, parents, grandparents, parents-in-law, issue, nephews, nieces, brothers, sisters, brothers-in-law, sisters-in-law, children-in-law and grandchildren-in-law of such Person.

(r) "Interest" or "Interests" means the entire ownership interests and rights of a Partner in the Partnership.

(s) "Limited Partner" or "Limited Partners" means each Person that is designated on the signature page hereto and that has executed this Agreement as a Limited Partner, together with each other Person (if any) that subsequently becomes an additional or substituted Limited Partner herein pursuant to Article III, but excluding any such Person that subsequently ceases to be a Limited Partner pursuant to the provisions of this Agreement.

(t) "Limited Partnership Act" means the Texas Revised Limited Partnership Act, Article 6132a-1 of the Texas Revised Civil Statutes Annotated, as amended from time to time.

(u) "Majority-in-Interest" of the Partners or a class of Partners means those Partners owning more than fifty percent (50%) of the Sharing Ratios owned by all Partners or those Partners of such class, as the case may be.

(v) "Major Decision" shall have the meaning attributable to it in Section 8.1(d) of this Agreement.

(w) "Negative Cash Flow" means the excess of costs, as defined below, incurred with respect to the operation of the Partnership Property over rental income from such property computed on a monthly basis. Costs considered in determining such amount shall be exclusively limited to repairs, maintenance, utilities, including waste disposal, management fees, rental commissions, state and local taxes, debt service, including principal, interest and fees on any mortgage, which are directly related to the Partnership Property. The monthly amount of Negative Cash Flow, if any, shall be determined by the General Partner pursuant to the parameters set forth above.

(x) "Nonrecourse Deductions" has the meaning set forth in Treasury Regulation Section 1.704-2(c). The amount of Nonrecourse Deductions for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined according to the provisions of Treasury Regulation Section 1.704-2.

(y) "Nonrecourse Liability" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(3).

(z) "Partner Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(g).

(aa) "Partner Nonrecourse Debt" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4).

(ab) "Partner Nonrecourse Deductions" has the meaning set forth in Treasury Regulation Section 1.704-2(i)(2). The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the excess, if any, of the net increase, if any, in the amount of Partner Minimum Gain attributable to such Partner Nonrecourse Debt during that fiscal year over the aggregate amount of any distributions during that fiscal year to the Partner that bears the economic risk of loss for such Partner Nonrecourse Debt to the extent such distributions are from the proceeds of such Partner Nonrecourse Debt and are allocable to an increase in Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Treasury Regulation Section 1.704-2(i)(2).

(ac) "Partners" means the General Partner and the Limited Partners.

(ad) "Partnership" has the meaning attributed to it in Section 1.1.

(ae) "Partnership Minimum Gain" has the meaning set forth in Treasury Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

(af) "Partnership Property" means that certain real property described on Schedule A attached hereto, together with all rights, privileges and appurtenances attached thereto, contributed to the capital of the Partnership by the Partners and any other property purchased by the Partnership or contributed by the Partners subsequent to the execution of this Agreement.

(ag) "Person" means an individual, partnership, corporation, trust, unincorporated association, or other entity or association.

(ah) "Profit" or "Loss" of the Partnership shall mean an amount equal to the Partnership's taxable income or loss under Code Section 703(a) and Treasury Regulation Section 1.703-1 for the fiscal year, adjusted as follows:

(i) all items of income, gain, loss or deduction required to be separately stated pursuant to Code Section 703(a)(1) shall be included;

(ii) tax-exempt income as described in Code Section 705(a)(1)(B) realized by the Partnership during such fiscal year shall be taken in to account as if it were taxable income;

(iii) expenditures of the Partnership described in Code Section 705(a)(2)(B) for such year, including items treated under Treasury Regulation Section 1.704-1(b)(2)(iv)(i) as items described in Code Section 705(a)(2)(B), shall be taken into account as if they were deductible items;

(iv) items that are specially allocated to the Partners under Section 5.3 shall be excluded;

(v) with respect to property (other than money) which has been contributed to the capital of the Partnership, Profit and Loss shall be computed in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g) by computing depreciation, amortization, gain or loss upon the value of such property as reflected on the books of the Partnership;

(vi) with respect to any property of the Partnership which has been revalued as required or permitted by Treasury Regulations under Code Section 704(b), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purpose of computing Profits or Losses; and

(vii) the difference between the adjusted basis for federal income tax purposes and the fair market value of any Partnership Property shall be treated as gain or loss from the disposition of such property in the event (1) any new or existing Partner acquires an additional Interest in the Partnership in exchange for a contribution to capital of the Partnership, and (2) such Partnership Property is distributed to a Partner as consideration for a reduction of such Partner's Interest in the Partnership or in liquidation of such Interest as defined in Treasury Regulation Section 1.704-1(b)(2)(ii)(g).

Interest paid on loans made to the Partnership by a Partner and salaries, fees and other compensation paid to any Partner shall be deducted in computing Profit and Loss.

(ai) "Sixty-seven Percent of the Limited Partners" means Limited Partners owning sixty-seven percent (67%) or more of the Sharing Ratios owned by all Limited Partners.

(aj) "Sharing Ratio" means, at all times, the ratio that such Partner's Interest bears to the Interests of all Partners, and is set forth for such Partner on the Schedule B to this Agreement.

ARTICLE II NAME; PURPOSE; PLACE OF BUSINESS; TERM

2.1 Name. The name of the Partnership shall be "Utility Resource Solutions, L.P.," and the business of the Partnership shall be conducted under such name or under any other name or names as the General Partner may from time to time determine to be necessary, appropriate or advisable in furtherance of the purposes of the Partnership.

2.2 Purposes. The purpose of the Partnership shall be to (a) own the Partnership Property, (b) hold, manage and lease the Partnership Property, (c) when necessary or desirable, dispose of the Partnership Property, and (d) take any and all action reasonably related to the foregoing purposes.

2.3 Place of Business. The principal office of the Partnership shall be 45 Saddlebrook, Houston, Harris County, Texas, 77024. The Partnership may, by giving notice thereof to the Limited Partners, move its principal place of business to such other place within the State of Texas as the General Partner may from time to time determine to be necessary, appropriate or advisable.

2.4 Term. The Partnership shall commence on the effective date of this Agreement and, unless sooner terminated as herein provided, shall continue until the close of Partnership business on December 31, 2026.

ARTICLE III DISPOSITION OF AN INTEREST

3.1 Disposition by the General Partner. The General Partner shall have the right, without the prior consent of any Limited Partner, to effect a Disposition of its Interest in the Partnership (a) to a Person who has acquired, by merger, consolidation or otherwise, substantially all of the General Partner's assets or capital stock and continued its business; (b) to an Affiliate of the General Partner; or (c) to a corporation controlled by the General Partner. Except as provided in the preceding sentence, if the General Partner Disposes of all or any portion of its Interest in the Partnership, the Person to whom the Interest, or portion thereof, has been Disposed shall be admitted as a substituted or additional General Partner only upon the written consent of at least Sixty-seven Percent of the Limited Partners. If a General Partner shall have ceased to own any Interest in this Partnership by reason of a Disposition as described in clause (a), (b) or (c) above, then, in such event, it shall be deemed that the General Partner's successor-in-interest to such Interest in the Partnership shall have succeeded to the position of the General Partner in this Partnership and all rights and obligations of the General Partner and such successor-in-interest shall become a substituted General Partner hereunder.

3.2 Disposition by a Limited Partner. Except as set forth in this Section 3.2, no Limited Partner shall have the right to effect a Disposition of all or any part of his Interest to any Person without (a) the prior written consent of the General Partner (which may be given or withheld

in the sole discretion of the General Partner), and (b) compliance with the provisions of Sections 3.3 and 3.5. Notwithstanding anything in this Agreement to the contrary, a Limited Partner (but not a transferee of a Limited Partner who has not been admitted to the Partnership as a Limited Partner) may transfer by gift his Interest, or a portion thereof, to a member of his Immediate Family or a trust of which members of his Immediate Family are the beneficiaries; or upon death by will or intestate succession without the consent of the General Partner or compliance with Section 3.3. Any attempted Disposition by a Partner of its Interest in contravention of this Section 3.2 shall be null and void *ab initio*.

3.3 Legality. Notwithstanding any provision of this Agreement to the contrary except the provisions contained in Section 3.2 hereof, no Disposition by a Partner shall be effective unless (a) either (i) the Interest in the Partnership subject to such Disposition shall have been registered under the Securities Act of 1933 and any applicable state securities laws or (ii) the General Partner shall have received a favorable opinion of the Partnership's legal counsel, or of legal counsel acceptable to the General Partner, to the effect that such Disposition is exempt from registration under such laws; and (b) the General Partner shall have received a favorable opinion of the Partnership's legal counsel, or of legal counsel acceptable to the General Partner, to the effect that such Disposition would not (i) when added to the total of all other sales, assignments or other Dispositions within the preceding twelve (12) months, result in the Partnership being considered to have terminated within the meaning of Code Section 708 or (ii) cause the Partnership to jeopardize its classification as a partnership for federal income tax purposes. Each Disposition shall be effective as of the first day of the calendar month immediately succeeding the month in which the Partnership actually receives the aforesaid notification of Disposition.

3.4 Status After Disposition. No Limited Partner shall have the right, without the prior written consent of each General Partner (which consent may be granted or withheld in the sole discretion of the General Partner), to constitute its assignee as a substituted or additional Limited Partner. In addition, no Disposition by a Limited Partner shall release such Limited Partner from any of its obligations under this Agreement without the prior written consent of the General Partner (which consent may be granted or withheld in the sole discretion of the General Partner). A Person who receives an Interest but who is not admitted to the Partnership as a substituted or additional Partner shall not be entitled to vote the Interest of such Person. Such Person shall also not be entitled to Dispose of the Interest without fulfilling the conditions of Section 3.2 to the same extent and in the same manner as any Limited Partner which desires to effect a Disposition of an Interest.

3.5 Disposition Documents. The Partnership shall not recognize for any purpose any purported Disposition of all or any portion of a Limited Partner's Interest unless and until the provisions of this Article III shall have been satisfied and there shall have been delivered to the General Partner a dated notification of such Disposition (a) executed, acknowledged and sworn to by both the Limited Partner effecting such Disposition and the Person to whom such Interest is Disposed; (b) if the assignee is to become a substituted Limited Partner pursuant to the provisions of Section 3.2, containing the acceptance by such assignee of all of the terms and provisions of this Agreement (including, without limitation, a grant by such assignee to the General Partner and any

successor thereto of the power of attorney set forth in Article XI); and (c) containing a representation that such Disposition was made in accordance with all applicable laws and regulations. Each Disposition shall be effective as of the first day of the calendar month immediately succeeding the month in which the Partnership actually receives the aforesaid notification of Disposition.

3.6 Community Property Interest of Spouses.

(a) In the event of the death of a Limited Partner's spouse in which the Limited Partner is not to receive by devise, inheritance or bequest his spouse's community property interest in the Partnership, or in the event of divorce from the Limited Partner, the Limited Partner shall have the exclusive right and option to purchase all or any portion of the Interest to which the Limited Partner's spouse is entitled by virtue of any community property or other marital property laws, or any decree of separation, divorce or property division, upon the following terms:

(i) The purchase price to be paid for such Interest, or portion thereof, shall be determined by an appraiser agreed to and appointed by the General Partner, and the price shall be paid upon such terms as the Limited Partner and the spouse may agree, or if they cannot so agree, the terms shall be twenty percent (20%) cash with the remainder evidenced by a negotiable promissory note payable in eight (8) equal quarterly payments of principal plus quarterly interest payments thereon at an annual rate of two percent (2%) above the applicable federal rate as set forth in Code Section 1274.

(ii) The Limited Partner's option shall continue for a period of sixty (60) days from the date of entry of a decree of divorce or for a period of sixty (60) days from the date of qualification of the personal representative of the spouse in the event of the spouse's death, as the case may be.

(iii) Such option shall be considered as exercised by the Limited Partner when notice in writing thereof has been delivered or mailed, properly addressed, to his spouse or to her personal representative, as the case may be, accompanied by the purchase price.

(b) In the event the Limited Partner shall fail to exercise within the above prescribed periods the option provided for in Section 3.6(a) hereof, the spouse or personal representative of the spouse, as the case may be, shall notify the General Partner, who shall notify the other Limited Partners, and the other Limited Partners and then the General Partner (pro rata in accordance with their Interests) shall have the option to purchase the Interest, or portion thereof, to which such spouse is entitled pursuant to the procedures described in this Section 3.6(b) upon the terms and for the purchase price described in Section 3.6(a).

(c) In the event the Limited Partner, the other Limited Partners and the General Partner do not, within the respective times and in the manner specified, exercise their options as described above, the spouse of the Limited Partner or the personal representative of the spouse, as

the case may be, shall be considered a transferee of such Interest, or portion thereof, subject to the terms of this Agreement.

ARTICLE IV CONTRIBUTIONS

4.1 General Partner's Contribution. Simultaneously with the execution hereof, the General Partner shall contribute to the capital of the Partnership TEN AND NO/100 DOLLARS. In the event the Limited Partners are required to make additional Capital Contributions pursuant to Section 4.2, the General Partner shall also be required to deliver to the Partnership an amount of cash or other property required to maintain at least a one percent (1%) Sharing Ratio.

4.2 Limited Partners' Contribution.

(a) **Initial Contributions.** Simultaneously with the execution hereof, the Limited Partners shall make the capital contribution set forth opposite their names below:

Limited Partner	Contribution
W. Keith Maxwell, III	\$990.00

(b) **Additional Contributions.** In addition to the foregoing, each Limited Partner shall make additional capital contributions to the capital of the Partnership upon thirty (30) days written notice by the General Partner if the General Partner, in its sole discretion, determines that the aggregate amount of the additional capital contributions requested by the General Partner is necessary in order to properly carry out and complete the purposes of the Partnership. The amount requested from each Limited Partner shall be in proportion to such Partner's Sharing Ratio. The General Partner shall deliver to the Limited Partners written notice of the exact due date of the additional capital contribution.

(c) **Failure to Advance Additional Contributions.**

(i) If any Partner should fail to deposit with the General Partner his share of the capital contributions required under this Section 4.2 within the time required, then any one or more of the other Partners may advance such funds, and the amount so advanced shall be a loan from the Partner or Partners advancing such funds to the Partner so defaulting in his obligation hereunder. Such loan shall bear interest at the rate of ten percent (10%) per annum from the date so advanced until paid. Such loan and interest thereon shall be repaid out of the first disbursements to which the defaulting Partner would otherwise be entitled as provided in Article VI if not sooner repaid by the defaulting Partner, and each Partner hereby authorizes and directs the General Partner to make disbursements to the Partner or Partners advancing such funds in accordance with this Section 4.2, and each Partner hereby releases the General Partner from any and all claims or liability for making such disbursements. If

such loan, together with interest thereon, has not been paid within thirty (30) days from the date of said advancement, then the Partner or Partners so advancing such funds shall have the option to purchase from the defaulting Partner the Interest of the defaulting Partner from the Partnership as follows:

(A) The purchase price for such Interest shall be an amount equal to one-half (1/2) of the total of all amounts actually paid and/or contributed by such defaulting Partner to the Partnership (excluding the amount advanced to the Partnership by the purchasing Partner on behalf of the defaulting Partner as contemplated in this Section 4.2(c)(i)) for his Interest in the Partnership as set forth in this Article IV.

(B) Such purchase price shall be paid at closing.

(C) Such option to purchase may be exercised by giving notice in writing, at any time within one hundred eighty (180) days after the defaulting Partner fails to repay said advancement, stating that this option is thereby exercised and specifying the place, in the city of Houston, Texas, and the time when such purchase shall be closed. The closing of such purchase shall be within thirty (30) days after the date of such notice at the time and place specified in such notice.

(ii) Each Partner hereby constitutes and appoints each other Partner its agent and attorney-in-fact for the purpose of executing and delivering any and all documents necessary to convey its Interest in the Partnership, and any conveyance so made shall fully divest the Partner whose Interest is so conveyed of all right, title or equity in or to the Partnership and its property. The power of attorney herein granted, being coupled with an interest, is irrevocable and shall not be revoked by the death of any Partner. Each Partner hereby releases the Partner who conveys any Interest in the Partnership as provided in this Article IV from any and all claims or liabilities for so conveying such Interest.

4.3 Actions to be Taken in Connection with the Partnership Property. Promptly after the execution of this Agreement, the General Partner shall do all acts and things necessary for the Partnership to fulfill its obligations with respect to the Partnership Property and the assumption of the liabilities associated therewith.

4.4 Return of Contributions. Except as may be expressly provided herein, no Partner shall be entitled to the return of its Capital Contribution or any other contribution to the Partnership, nor entitled to be paid interest in respect of either its Capital Account or any Capital Contribution made by it to the Partnership. No unrepaid Capital Contribution shall be deemed or considered to be a liability of the Partnership or of any Partner. Except as expressly provided herein, no Partner shall be required to contribute or loan any cash or property to the Partnership to enable the Partnership to return any Partner's contributions to the Partnership or to balance Capital Accounts.

ARTICLE V
CAPITAL ACCOUNTS AND ALLOCATIONS

5.1 Capital Accounts. A Partnership Capital Account shall be established for each Partner and shall be maintained for each Partner in accordance with the following provisions:

(a) The Capital Account of each Partner shall be (i) credited with the amount of cash and the Gross Asset Value of any property contributed to the Partnership by such Partner and with any profits allocated to such Partner pursuant to Section 5.2, and (ii) debited with the amount of cash and the fair market value of any property distributed to such Partner by the Partnership and with any losses allocated to such Partner pursuant to Section 5.2.

(b) In the event the Gross Asset Value of Partnership Property is adjusted pursuant to Code Sections 734(b) or 743(b), the Capital Accounts of all Partners shall be adjusted simultaneously to reflect any adjustment to the adjusted basis of such Partnership Property to the extent provided by Treasury Regulation Section 1.704-1(b)(2)(iv)(m).

(c) In the event all or a portion of an Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor Partner to the extent it relates to the transferred Interest.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Sections 1.704-1(b) and 1.704-1(c) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, the General Partner may make such modification, provided that it is not likely to have a material affect on the amounts distributable to any Partner upon the dissolution of the Partnership. The General Partner shall also (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated amounts might otherwise cause this Agreement not to comply with Treasury Regulation Section 1.704-1(b).

5.2 Allocation of Profits and Losses. All Profits and Losses of the Partnership shall be allocated to the Partners in accordance with their respective Sharing Ratios.

5.3 Overriding Allocations. Notwithstanding any other provisions of this Agreement, the following allocations shall be made prior to any other allocations and in the following order of priority:

(a) **Minimum Gain Chargeback.** If there is a net decrease in Partnership Minimum Gain during any fiscal year so that an allocation is required by Treasury Regulation Section 1.704-2, items of income and gain shall be allocated to the Partners in the manner and to the extent required by such provision. This provision is intended to comply with the minimum gain chargeback requirement of Treasury Regulation Section 1.704-2(f) and shall be interpreted and applied consistently therewith.

(b) **Partner Minimum Gain Chargeback.** If there is a net decrease in the minimum gain attributable to a Partner Nonrecourse Debt during any fiscal year so that an allocation is required by Treasury Regulation Section 1.704-2(i)(4) (minimum gain chargeback attributable to a partner nonrecourse debt), items of income and gain shall be allocated in the manner and to the extent required by such provision.

(c) **Qualified Income Offset.** If a Limited Partner unexpectedly receives any adjustment, allocation or distribution, described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Partnership income and gain shall be specially allocated to such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Section 5.3(c) shall be made only if, and to the extent that, such Limited Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V tentatively have been made as if this Section 5.3(c) was not in the Agreement.

(d) **Partner Nonrecourse Deductions.** Any Partner Nonrecourse Deductions shall be allocated to the Partner who bears the economic risk of loss with respect to the loan giving rise to such deductions within the meaning of Treasury Regulation Section 1.752-2.

(e) **Nonrecourse Deductions.** Nonrecourse Deductions for any fiscal year or other period of the Partnership shall be specially allocated one percent (1%) to the General Partner and ninety-nine percent (99%) to the Limited Partners.

5.4 Other Allocation Rules.

(a) For purposes of determining the Profits and Losses of the Partnership, Profits and Losses shall be determined on a daily, monthly or other basis, as determined by the General Partner using any permissible method under Code Section 706 and the Treasury Regulations promulgated thereunder.

(b) All allocations to the Partners pursuant to this Article V shall, except as otherwise provided, be divided among them in accordance with their Sharing Ratios.

(c) Solely for purposes of determining a Partner's share of the "excess nonrecourse liabilities" of the Partnership within the meaning of Treasury Regulation Section 1.752-

3(a)(3), the Partners intend that they be considered sharing the profits of the Partnership in proportion to their respective Sharing Ratios.

5.5 Code Section 704(c) Allocations. In accordance with Code Section 704(c) and the Treasury Regulations promulgated thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 1.4(p)(i) hereof).

In the event the Gross Asset Value of any property is adjusted pursuant to Section 1.4(p)(ii) hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations promulgated thereunder.

Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.5 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, or other items or distributions pursuant to any provision of this Agreement.

ARTICLE VI DISTRIBUTIONS

6.1 Distributable Cash From Operations. The General Partner shall pay or distribute, as soon as is reasonably feasible after the close of each calendar year, all Distributable Cash From Operations for such calendar year, in the following order of priority:

- (a) to the payment of accrued interest on and principal of any Partnership indebtedness due and payable (other than indebtedness due and payable to Partners);
- (b) to the payment of accrued interest on and principal of any Partnership indebtedness due and payable to Partners;
- (c) to the provision for the repayment of principal and of interest on any Partnership debt;
- (d) to the Partners in an amount as is necessary to cause the Capital Accounts of the Partners to be in the proper ratio to their Sharing Ratios; and
- (e) to the Partners in accordance with their Sharing Ratios.

6.2 Cash From Sales and Cash From Refinancing. The General Partner shall pay or distribute, as soon as is reasonably feasible after the sale of any of the property comprising the Partnership Property or any other item of Partnership property, all Cash From Sales received by the Partnership, subject to the establishment of reasonable reserves deemed by the General Partner to be required for any remaining liabilities which cannot reasonably be paid or determined, and all Cash From Refinancing in the following order of priority:

(a) to the payment of accrued interest on and principal of any Partnership indebtedness due and payable (other than indebtedness due and payable to Partners);

(b) to the payment of accrued interest on and principal of any Partnership indebtedness due and payable to Partners;

(c) to the provision for the repayment of principal and of interest on any Partnership debt;

(d) to the Partners in an amount as is necessary to cause the Capital Accounts of the Partners to be in the proper ratio to their Sharing Ratios; and

(e) to the Partners in accordance with their Capital Accounts.

6.3 Allocations and Distributions Among the Limited Partners. Except as expressly provided otherwise in other sections of this Agreement, all allocations and distributions to the Limited Partners as a group pursuant to this Agreement shall be allocated and distributed to each Limited Partner in the ratio which that Limited Partner's Sharing Ratio bears to the aggregate of the Sharing Ratios of all Limited Partners.

6.4 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution to the Partnership, the General Partner or the Limited Partners shall be treated as amounts distributed to the General Partner and the Limited Partners pursuant to this Article VI for all purposes under this Agreement. The General Partner may allocate any such amounts among the General Partner and the Limited Partners in any manner that is in accordance with applicable law.

ARTICLE VII ADMINISTRATIVE AND TAX MATTERS

7.1 Books and Records. The books and records of the Partnership shall be kept, at the expense of the Partnership, by the General Partner at the principal office of the Partnership on a year ending December 31st on the cash basis for all purposes, unless the cash basis cannot be used, in which event the accrual basis, and shall reflect all Partnership transactions and be appropriate and adequate for conducting the Partnership business. On or before the due date of the Partnership's federal tax return (including extensions thereof) for each calendar year, there shall be delivered to

each Partner a statement setting forth the Partner's distributive share of Partnership income, gain, loss, deduction or credit required to be shown on the Partnership's federal tax return and, to the extent provided for by form or accompanying instructions, any additional information that may be required to apply particular provisions of Subtitle A of the Code to the Partner with respect to items related to the Partnership.

7.2 Inspection. Each Partner, or its agents, shall have the right, upon giving ten (10) business days' prior written notice to the General Partner, to inspect the books and records of the Partnership during reasonable business hours at the principal place of business of the Partnership.

7.3 Bank Accounts. All funds of the Partnership shall be deposited in its name in an account or accounts maintained in a national bank in the State of Texas having assets in excess of One Hundred Million and No/100 Dollars (\$100,000,000.00). The funds of the Partnership shall not be commingled with the funds of any other Person. Checks shall be drawn upon the Partnership account or accounts only for the purposes of the Partnership, and shall be signed by such signatory party or parties as may be designated from time to time by the General Partner.

7.4 Basis Election. If there is a distribution of property as described in Code Section 734, or if there is a transfer of a Partnership Interest as described in Code Section 743, the General Partner may, upon the written request of any Partner, file on behalf of the Partnership an election under Code Section 754 to provide for an optional adjustment to the basis of the Partnership Property.

7.5 Subchapter K Election. No election shall be made by the Partnership or by any Partner to be excluded from the application of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code or any similar provisions of applicable state tax laws.

7.6 Status of Creditor. No creditor who makes a nonrecourse loan to the Partnership shall have or acquire, at any time as a result of making the loan, any direct or indirect interest in the profits, capital or property of the Partnership other than as a secured creditor.

7.7 Partnership Level Tax Audits. The Partners recognize that W. Keith Maxwell, III will be treated as the "tax matters partner" of the Partnership pursuant to Code Section 6231(a)(7). W. Keith Maxwell, III shall take such action as may be necessary to cause all Partners to become "notice partners" within the meaning of Code Section 6223, *et. seq.* W. Keith Maxwell, III shall keep all other Partners informed of all matters which may come to its attention in its capacity as tax matters partner by giving the other Partners notice thereof within thirty (30) days after it becomes informed of any such matter. W. Keith Maxwell, III shall not take any action contemplated by Code Sections 6223 through 6233 unless it has first given the other Partners notice of the contemplated action and received the consent to such contemplated action of a Majority-in-Interest of the Limited Partners. This provision is not intended to authorize W. Keith Maxwell, III to take any action which is left to the determination of an individual Partner under Code Sections 6223 through 6233.

ARTICLE VIII
MANAGEMENT; LIMITATIONS; MEETINGS; STANDARD OF CARE;
INDEMNIFICATION; EXPENSES; COMPENSATION; REMOVAL; OTHER FEES

8.1 Management.

(a) Except as provided for Major Decisions or as otherwise expressly provided in this Agreement, all decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the Partnership shall be made by the General Partner, and the General Partner shall have the exclusive right and full authority to manage, conduct and operate the Partnership business. Specifically, but not by way of limitation, the General Partner shall use reasonable efforts:

(i) to obtain permanent financing for the development of the Partnership
Property;

(ii) to enter into appropriate contracts to carry on the business of the
Partnership;

(iii) to supervise the maintenance and operation of the properties for which
the Partnership is responsible in a manner which satisfies in all respects the obligations
imposed on the Partnership with respect to such maintenance and operation by this
Agreement, by any mortgages encumbering such property from time to time, and by lease
or rental agreements pertaining to such property;

(iv) to rent vacant space within rental properties for which the Partnership
is responsible;

(v) to collect all rentals, lease payments and other income which become
due with respect to rental properties for which the Partnership is responsible;

(vi) to inspect all properties for which the Partnership is responsible at
regular intervals, and to be kept informed as to the condition of the same;

(vii) to attend to the making of necessary and proper capital improvements
and repairs and the purchasing of supplies necessary for the proper operation, maintenance
and repair of all properties for which the Partnership is responsible;

(viii) to obtain and continue in force all policies of insurance required by
any mortgage, lease or other agreement relating to all properties for which the Partnership
is responsible;

(ix) to pay any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of the Partnership, unless the same are contested by the General Partner; and

(x) to pay on or before the due date thereof all amounts due and payable by the Partnership to any Person or entity.

(b) With respect to all of its obligations, powers and responsibilities under this Agreement, the General Partner is authorized to execute and deliver, for and on behalf of the Partnership, such notes and other evidences of indebtedness, contracts, agreements, assignments, leases, loan agreements, mortgages, deeds to secure debt and other security instruments, and deeds and any and all other documents and instruments as it may deem proper, all on such terms and conditions as it deems proper. The General Partner, for and in the name of and on behalf of the Partnership, is hereby further authorized to (i) employ such agents, employees, managers, supervisors, architects, engineers, accountants, attorneys, real estate management companies, management service companies, consultants and other persons necessary or appropriate to carry out the business and affairs of the Partnership, and to pay such fees, expenses, salaries, wages and other compensation to such persons as it shall determine; (ii) pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, either in favor of or against the Partnership; and (iii) make any and all expenditures which it reasonably deems necessary or appropriate in connection with the management of the affairs of the Partnership and the carrying out of its obligations and responsibilities under this Agreement.

(c) Except as otherwise expressly provided for Major Decisions or as otherwise expressly provided in this Agreement, all decisions respecting any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the Partnership may be made by the General Partner, and the General Partner shall have the right and full authority to manage, conduct and operate the Partnership business. Any document or instrument which the General Partner is authorized to execute as herein provided shall be valid and binding on the Partnership and effective for all purposes.

(d) Notwithstanding the foregoing provisions, no significant act shall be taken, sum expended, decision made or obligation incurred by the Partnership or any Partner with respect to any matter involving any Major Decision unless such act, sum, decision or obligation has been approved by a Majority-in-Interest of the Partners. The Major Decisions shall include:

(i) acquisition of any land or interest therein;

(ii) all financing of the Partnership (except obtaining permanent financing for the development of the Partnership Property, which decision shall be made solely by the General Partner);

(iii) sale, lease or other transfer or mortgaging or the placing or suffering the placing of any encumbrance on the assets of the Partnership or any parts thereof;

(iv) selecting or varying depreciation and accounting methods, changing the fiscal year of the Partnership or making other decisions with respect to treatment of various transactions for bookkeeping or tax purposes;

(v) approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction of any improvements contemplated thereby;

(vi) approval of each budget;

(viii) determination of the maximum and minimum working capital requirements of the Partnership;

(ix) development of an annual marketing plan for the properties for which the Partnership is responsible, including the advertising program, public relations program and marketing budget; and

(x) any other decision or action which, by the provisions of this Agreement, is required to be approved by all the Partners.

8.2 Meetings of Partners. Any matter requiring the consent of the Partners, including any amendment to this Agreement, may be considered at a meeting of the Partners held not less than seven (7) nor more than thirty (30) days after a notice of such meeting, stating the date, time and place where such meeting is to be held and the purposes for which it is called, is delivered to the Partners in accordance with the provisions of Section 12.3. The General Partner, or Limited Partners owning thirty-three and one-third percent (33-1/3%) of the aggregate Sharing Ratios owned by all Limited Partners, may call a meeting. The General Partner shall give the aforementioned notice of meeting upon the written request of Limited Partners owning such thirty-three and one-third percent (33-1/3%) of said Sharing Ratios. The presence at such meeting in person or by proxy of a Majority-in-Interest of the Limited Partners shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in this Agreement, all decisions of the Partners pursuant to this Section 8.2 shall be made by the concurring vote of the General Partner and Sixty-seven Percent of the Limited Partners. The Limited Partners do not acquire pursuant to this Section 8.2 or by reason of the calling of any meeting any right herein to determine any matter relating to the Partnership except as expressly elsewhere specifically stated.

8.3 Standard of Care; Conflicts. In the performance of its duties under this Agreement, the General Partner shall use its best efforts to conduct the business of the Partnership in a good and businesslike manner and in accordance with sound business practice in the industry. The General Partner shall not be held liable or responsible to any Partner or to the Partnership for any losses

sustained or liabilities incurred in connection with or attributable to errors in judgment of the General Partner, excluding those which are attributable to a General Partner's gross negligence, bad faith or willful misconduct. The Partners acknowledge that the General Partner and its Affiliates are engaged in activities other than the activities of the Partnership, and that the General Partner shall not be required to devote its full time to the management of the Partnership. The Partners also acknowledge that the General Partner may be a general partner of other limited partnerships, each of which may have investment objectives similar to the Partnership, and the General Partner and/or its Affiliates may own or acquire or have interests in other real estate projects which may create certain conflicts of interest between the Partnership and such other ownership, interests and projects, and agree that such activities by the General Partner and its Affiliates, even though in competition with the Partnership, shall not constitute a breach of this Agreement or any duty hereunder.

8.4 Indemnification of the General Partner. The General Partner shall be indemnified and held harmless by the Partnership, to the extent that the Partnership assets are sufficient therefor, from and against any and all claims, demands, liabilities, costs, damages and causes of action arising out of the General Partner's management of the Partnership affairs, except where the claim at issue is based upon gross negligence, bad faith, breach of any material provision of this Agreement or willful misconduct of the General Partner. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourses to which the General Partner shall be entitled. The indemnification authorized by this Section 8.4 shall include the payment of reasonable attorneys' fees and other expenses incurred in settling or defending any claims, threatened action or finally adjudicated legal proceedings. In addition, the indemnification authorized by this Section 8.4 shall be subject to all procedural and other provisions as may now or hereafter be provided by applicable law.

8.5 Other Permitted Fees and Expenses. In connection with the conduct, operation and sale of the Partnership Property and the operation of the Partnership, the General Partner, on behalf of the Partnership, shall be authorized to incur such expenses as are in the General Partner's reasonable judgment necessary, appropriate or advisable for such purposes; provided, however, that no such expense shall be incurred other than at a price which reflects a competitive market rate for such expense; and provided further, that no contract or arrangement entered into by the General Partner on behalf of the Partnership with the General Partner or an Affiliate shall be on terms less advantageous to the Partnership than that generally available from an unaffiliated third party.

8.6 Sale of the Partnership Property; Term Sales; Buyer's Promissory Notes.

(a) Subject to the provisions of Section 8.1 hereof, the General Partner shall cause the Partnership to sell the Partnership Property at such times and at such prices as it deems to be in the best interest of the Partnership.

(b) The General Partner shall not sell any part of the Partnership Property to an Affiliate or to itself at a price less than one hundred percent (100%) of Appraised Value (determined not more than three (3) months prior to such sale).

(c) The General Partner, if it deems it to be in the best interest of the Partnership, may sell part of the Partnership Property for a consideration which in addition to cash includes a buyer's promissory note ("Buyer's Promissory Note") secured by a mortgage on the sold part of the Partnership Property ("Term Sale"). Any Term Sale may be made only if the Buyer's Promissory Note has an interest rate not lower than two and seventy-five hundredths (2.75) percentage points over the then current yield on United States Treasury Bills having approximately a five (5) year maturity. For purposes of Section 1.4(p), a Buyer's Promissory Note shall be deemed to have a value equivalent to the original principal amount of such note.

(d) The General Partner may sell the Buyer's Promissory Note as it deems advisable but shall sell such note no later than the date distributions pursuant to Section 10.2 are made. If the General Partner sells the Buyer's Promissory Note pursuant to this Section 8.6(d) but is unable to find a non-Affiliate as a buyer, the General Partner may agree to purchase the Buyer's Promissory Note at the current fair market value as estimated not more than one (1) month prior to the purchase by an independent appraiser selected by the General Partner; provided, however, prior to purchasing such Buyer's Promissory Note, the General Partner will offer to sell the Buyer's Promissory Note to the Limited Partners who will be entitled to purchase such note for cash at a price not less than the price determined by the independent appraiser pursuant to this Section 8.6.

8.7 Removal of General Partner. Upon thirty (30) days' prior written notice, and with the written consent of Sixty-seven Percent of the Limited Partners, a General Partner may be removed for any act which constitutes fraud, gross negligence or willful misconduct, provided that the written consent of the Limited Partners designates a substitute General Partner. In the event a General Partner remains after such removal, a substitute General Partner need not be named by the Limited Partners.

Upon removal of the General Partner, a Majority-in-Interest of the Limited Partners shall select an appraiser to value the assets of the Partnership at their then current fair market value and to determine the distribution to which the removed General Partner would be entitled had the property of the Partnership been sold on the date of such removal. The distribution that the removed General Partner would have received on such date shall be reduced by any damages and costs caused to the Limited Partners or the Partnership by reason of any of the foregoing causes for removal and costs of removal. Such amount, without interest, shall be paid to the removed General Partner, if funds are available, in the priority set forth in Section 6.2.

Nevertheless, the removed General Partner may also select an appraiser to value the assets of the Partnership at their then current fair market value and to determine the distribution to which the removed General Partner would be entitled had the property of the Partnership been sold on the date of such removal. If the distribution determined by the Limited Partners' appraiser and the General Partner's appraiser differ by an amount equal to or less than Twenty-five Thousand and No/100 Dollars (\$25,000.00), the average of the two (2) shall be used. If the difference exceeds Twenty-five Thousand and No/100 Dollars (\$25,000.00) then the Partnership shall be dissolved and its assets distributed pursuant to Article X.

In lieu of electing to continue the business of the Partnership upon removal of a General Partner by designating a successor General Partner, any remaining General Partner and the Limited Partners may dissolve the Partnership pursuant to Section 10.1(d) hereof. Any successor General Partner shall succeed to all the powers, privileges and obligations with respect to the management of the Partnership of the former General Partner.

8.8 No Right to Withdraw. Although the General Partner may have the power under the Limited Partnership Act to withdraw from the Partnership at any time, the General Partner shall not have the right to withdraw from the Partnership without the prior designation of a substitute General Partner and the written consent of a Majority-in-Interest of the Limited Partners. Any withdrawal by the General Partner without such consent shall be a breach of this Agreement.

ARTICLE IX STATUS, LIABILITY AND REPRESENTATIONS OF LIMITED PARTNERS; RELIANCE AND CONSENT

9.1 General. Each Limited Partner shall have all of the rights, and be afforded the status, of a limited partner as set forth herein and in the Limited Partnership Act. The Limited Partners shall not take part in the day-to-day management or control of the Partnership business, transact any business for the Partnership, or have the power to sign for or bind the Partnership.

9.2 Limitation of Liability. The liability of each Limited Partner shall be limited to (a) the amount which he has contributed and agreed to contribute to the Partnership pursuant to Article IV, and (b) the total amount of all Capital Contributions returned to such Limited Partner together with interest thereon necessary to discharge Partnership liabilities to all creditors who extended credit, or whose claims arose, before such return.

9.3 Representations of the Limited Partners. Each Limited Partner hereby represents and warrants to the Partnership and all other Partners that:

(a) he has received information concerning the Partnership, has thoroughly read the information and understands the nature of the risks involved in the proposed investment, and has asked any questions of the General Partner which he desires to ask and has received answers or other information from the General Partner with respect to all such questions;

(b) he understands that no state or federal governmental authority has or will make any finding, determination, recommendation or endorsement relating to the fairness for public investment of the interests in the Partnership offered by the Partnership;

(c) he understands that the transferability of Interests is restricted and that he cannot expect to be able readily to liquidate his investment in case of emergency and that he may have to continue to bear the risk of holding his Interest for an indefinite period;

reconstitute the Partnership unless such insolvent or bankrupt General Partner was the sole General Partner of the Partnership, in which case all Limited Partners may elect within ninety (90) days of the date of the insolvency or bankruptcy to reconstitute the Partnership. If such remaining Partners so elect, they may continue the business of the Partnership, either alone or with other Persons, without winding up and liquidating the affairs of the Partnership. In the event of such a dissolution and reconstitution, the Partnership shall have no obligation to pay any Partner the value of its Interest with the exception that if such event of dissolution occurs pursuant to Section 10(c) hereof and the Limited Partners elect to reconstitute the Partnership, the bankrupt or insolvent General Partner may be paid in accordance with the provisions for payment set forth in Section 8.7 hereof relating to removal of the General Partner.

10.2 Distribution of Assets. If the Partnership is dissolved, an accounting of the Partnership assets, liabilities and operations through the last day of the month in which the dissolution occurs shall be made by independent accountants, and the affairs of the Partnership shall be wound up and terminated. The General Partner shall serve as the liquidating trustee, unless dissolution occurs by reason of Sections 10.1(c) and 10.1(d), in which event the liquidating trustee shall be selected by any remaining General Partner and a Majority-in-Interest of the Limited Partners. The liquidating trustee shall be responsible for winding up and terminating the affairs of the Partnership and shall determine all matters in connection therewith as it deems advisable and proper. The liquidating trustee shall sell for cash as rapidly as is reasonably prudent all Partnership Properties at such prices as the liquidating trustee, in the exercise of its business judgment, deems in the best interests of the Partners. The liquidating trustee may sell the Partnership Property to one (1) or more of the Partners or to an entity with which one (1) or more of the Partners is affiliated, provided that the purchase price offered by such purchaser is at least as favorable to the Partnership as that offered by Persons who are not Affiliates of any Partner. The proceeds of such sales shall be distributed or paid pursuant to the provisions of Section 6.2.

Notwithstanding anything to the contrary in this Section 10.2, the liquidating trustee may not sell the Partnership Property without the consent of Sixty-seven Percent of the Limited Partners, except to the extent required to pay creditors of the Partnership or to the extent permitted by Section 8.7 hereof.

10.3 Termination. After all of the assets of the Partnership have been distributed, the Partnership shall terminate; but if at any time thereafter any funds in any cash reserve fund are released because the need for such cash reserve fund has ended, such funds shall be distributed and any tax items therefrom shall be allocated to the Partners in the same manner as if such distribution and allocation had been made pursuant to Section 10.2.

**ARTICLE XI
COVENANTS OF GENERAL PARTNER;
POWER OF ATTORNEY**

11.1 Covenants of the General Partner. The General Partner covenants, warrants and represents to the Limited Partners and the Partnership as follows:

(a) upon execution and delivery of this Agreement and the filing of the Certificate of Limited Partnership with the Secretary of State of the State of Texas, the Partnership will be a limited partnership duly organized under the laws of the State of Texas, validly existing as a limited partnership in good standing under such laws, with power and authority to own and operate the Partnership Property;

(b) there is no litigation or governmental proceeding pending or, to the best of its knowledge, threatened against or involving the property or business of the Partnership or the General Partner, or pending or, to the best of its knowledge, threatened against or involving any part of the Partnership Property;

(c) the General Partner is not in violation of this Agreement, and neither the Partnership nor the General Partner is in default in the performance of any obligation, agreement or condition contained in any agreement of the Partnership or in any agreement by which the Partnership or the Partnership Property is bound which would materially adversely affect the Partnership or the Partnership Property or in any agreement of the General Partner by which it or any of its property is bound which would materially adversely affect the Partnership or the Partnership Property;

(d) the execution and delivery of this Agreement, the fulfillment of the terms set forth herein and the consummation of the transactions contemplated herein will not conflict with or constitute a breach of or default under any other agreement, indenture or instrument by which the Partnership or the General Partner are bound; and

(e) the Partnership intends to hold all required permits, licenses, orders or approvals required by any federal, state, local or other regulatory body, and all easements and required utility capacities necessary to carry on its business and to operate the Partnership Property.

11.2 Grant of Power of Attorney. Each Partner does hereby irrevocably make, constitute and appoint the General Partner and any successor thereto, each with full power of substitution, its true and lawful attorney and agent, with full power and authority in its name, place and stead, to execute, swear to, acknowledge, deliver, file and record in the appropriate public office (a) all instruments (including, without limitation, the Certificate of Limited Partnership and, at the option of the General Partner, counterparts of this Agreement) and all amendments thereto which the General Partner deems appropriate, necessary or advisable to form, qualify, reform or continue the qualifications of the Partnership as a limited partnership (or a partnership in which the Limited Partners have limited liability) in the jurisdiction in which the Partnership may conduct business; (b) all instruments which the General Partner deems necessary, appropriate or advisable to reflect the use by the Partnership of any name other than that set forth in Section 2.1; (c) all instruments which the General Partner deems necessary, appropriate or advisable to reflect any amendment,

change or modification of the Partnership in accordance with the terms of this Agreement; (d) all conveyances and other instruments or documents which the General Partner deems appropriate, necessary or advisable to reflect the dissolution and termination of the Partnership pursuant to the terms of this Agreement; (e) instruments relating to the admission of additional or substituted Partners pursuant to the terms of this Agreement; and (f) any other documents or instruments which the General Partner deems necessary, appropriate or advisable in connection with the Partnership business, including amendments to the Certificate of Limited Partnership which are of an inconsequential or immaterial nature or are a result of a scrivener's error.

11.3 Power Declared Irrevocable. The power of attorney set forth in Section 11.2 is hereby declared to be irrevocable and to be a power coupled with an interest, shall survive the mental incompetency of a Partner and, to the extent permitted by law, shall also survive the death or dissolution of a Partner, and shall extend to such Partner's heirs, representatives, successors and assigns. Each Partner hereby agrees to be bound by any agreement made by the General Partner pursuant to such power of attorney.

ARTICLE XII PROHIBITION REGARDING PARTITION

Each of the parties hereto does hereby permanently waive and relinquish any and all rights it may have to cause the Property to be partitioned, it being the intention of the parties to prohibit any party hereto from bringing a suit for partition against the other parties hereto.

ARTICLE XIII MISCELLANEOUS

13.1 Offset. In the event that any sum is payable to any Partner pursuant to this Agreement, any amounts owed by said Partner to the Partnership shall be deducted from said sum before payment to said Partner.

13.2 Choice of Law; Consent to Jurisdiction. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle which might refer the construction or interpretation of this Agreement to the laws of another state.

13.3 Notices. All notices, requests or consents provided for or permitted to be given pursuant to this Agreement must be in writing and may be given by depositing same in the United States mail, addressed to the Partner to be notified, postpaid and registered or certified with return receipt requested, or by delivering such notice in person to such Partner (with signed receipt of such obtained). Notices given or served pursuant hereto shall be effective four (4) business days after such deposit or upon receipt by the Partner to be notified, whichever is earlier. All notices to be sent to the Partners shall be sent to or made at the addresses specified for such Partners on Schedule B attached hereto. Each Partner may change its address for notice by the giving of notice thereof to the General Partner in the manner hereinabove stated.

13.4 Entire Agreement. This Agreement constitutes the entire agreement of the Partners relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written.

13.5 Effect of Waiver or Consent. No waiver or consent, express or implied, by any Partner to or of any breach or default by any Partner in the performance by such Partner of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such Partner of the same or any other obligations of such Partner hereunder.

13.6 Amendment or Modification. This Agreement may be amended or modified from time to time only with the approval of the General Partner and Sixty-seven Percent of the Limited Partners; provided, however, that without its consent, no amendment to this Agreement shall be made which requires a Partner to make Capital Contributions or otherwise increases its liability in excess of that provided for herein on the date of his admission as a Partner, or alters the order of allocations and distributions set forth in Articles V and VI or Section 10.2 hereof, or changes a Partner's Sharing Ratio; and provided, further, that without the consent of the Limited Partners (and to the extent, if any, that such consent may be required by applicable law, each Limited Partner hereby irrevocably grants such consent), the General Partner may make (and file with the appropriate public officials) such amendments or modifications to this Agreement as may be necessary to effect changes in the Sharing Ratios of the Partners occurring pursuant to the provisions of this Agreement and to make amendments of an inconsequential or immaterial nature or which are a result of a scrivener's error pursuant to Section 11.2. Each such instrument shall be reduced to writing and shall be designated on its face an "Amendment" or an "Addendum" to this Agreement.

13.7 Binding Effect. Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the Partners and their respective heirs, legal representatives, successors and assigns. The spouses of the Limited Partners have agreed to be bound by the terms and conditions of this Agreement as evidenced by the spouses' signatures on the Consent of Spouses attached hereto as Schedule D.

13.8 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Partners had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

13.9 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13.10 Headings. The headings in this Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

13.8 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Partners had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

13.9 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13.10 Headings. The headings in this Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

13.11 Terminology. Whenever the context requires, the gender of all words used in this Agreement shall include the masculine, feminine and neuter, and the number of all words shall include the singular and the plural. All references to section and article numbers refer to sections and articles in this Agreement unless otherwise identified.

13.12 Additional Documents. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Partner hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

13.13 Independent Conduct. Each of the Partners and its respective Affiliates reserve and retain the right to engage in all businesses and activities of any kind whatsoever (irrespective of whether same may be in competition with the business and activities of the Partnership) and to acquire and own all assets however acquired and wherever situated, and to receive compensation or profit therefrom, for its own respective account and without in any manner being obligated to disclose such business and activities or assets or compensation or profit to the other Partners or to the Partnership.

GENERAL PARTNER:
TEXEX ENERGY HOLDINGS, L.L.C.

By: WKM
W. Keith Maxwell, III, President

LIMITED PARTNER:

W. KEITH MAXWELL, III
Limited Partner

By: WKM
W. Keith Maxwell, III, individually

Consent of Utility Resource Solutions, LP

The entity of Utility Resource Solutions, LP, consents to the following:

The entity of Utility Resource Solutions, LP, agrees to adopt Spark Energy Gas, LP, as its new entity name. The entity agrees further that as of February 16, 2007, all entity business shall be conducted under the new name of Spark Energy Gas, LP.

Dated: 2-16-07

By: [Signature]

William Keith Maxwell, III, Managing Member of Texas Energy Ventures, LLC

Dated: 2-16-07

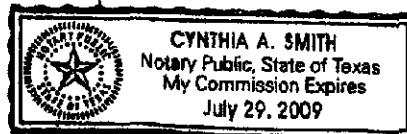
By: [Signature]

William Keith Maxwell, III, Limited Partner

Subscribed and sworn to before me on this 16 day of February, 2007.

[Signature]

Notary





Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate Of Limited Partnership for UTILITY RESOURCE SOLUTIONS, L.P. (filing number: 14567110), a Domestic Limited Partnership (LP), was filed in this office on January 17, 2001.

It is further certified that the entity status in Texas is active.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 20, 2004.



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor
Secretary of State

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, Utility Resource Solutions Holdings, LLC, (hereinafter sometimes called "Withdrawing Partner") is a general partner in a Limited Partnership known as Utility Resource Solutions, L.P., (the "Limited Partnership"), and owns a 1.00% general partnership interest (the "Interest") in the Limited Partnership; and WHEREAS, Texas Energy Ventures, L.L.C (hereinafter sometimes called "Succeeding Partner") desires to purchase the Interest owned by the Withdrawing Partner; and

WHEREAS, the Withdrawing Partner has agreed, and by these presents does hereby agree to sell his Interest to the Succeeding Partner for \$10.00 and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged;

NOW THEREFORE, having satisfied the requirements provided for in the Limited Partnership Agreement, the Withdrawing Partner has transferred, assigned and conveyed and by these presents does transfer, assign and convey to the Succeeding Partner, and the Succeeding Partner does hereby accept the Interest in the Limited Partnership belonging to the Withdrawing Partner. The Succeeding Partner assumes all the obligations, liabilities and benefits associated with the Interest, and agrees to be bound by the terms and conditions of the Limited Partnership Agreement of the Limited Partnership.

By the execution of this Agreement, the Succeeding Partner does hereby irrevocably constitute and appoint the General Partner of the Limited Partnership or his successors, any one (if more than one) of whom may act without joinder of the others, as his true and lawful attorney, in his name, place and stand to execute and acknowledge all instruments which effect a change of ownership within the Limited Partnership executed in accordance with the Limited Partnership Agreement and any and all other instruments necessary to conduct the operations of the Limited Partnership.

(Page 1 of 2)

THE POWER OF ATTORNEY GRANTED HEREIN SHALL BE DEEMED TO BE COUPLED WITH AN INTEREST AND SHALL SURVIVE THE DEATH OR DISABILITY OF THE SUCCEEDING PARTNER.

EXECUTED this 1st day of August, 2003.

WITHDRAWING PARTNER: W. Keith Maxwell III (Signature)

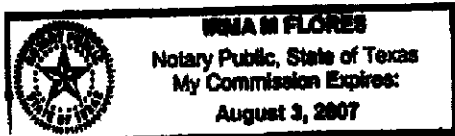
UTILITY RESOURCE SOLUTIONS HOLDINGS, LLC.
W. Keith Maxwell, III, President

SUCCEEDING PARTNER: W. Keith Maxwell III (Signature)

Printed Name: W. Keith Maxwell III, President
Texas Energy Ventures, L.L.C.
675 Bering Drive, Suite 700
Houston, Texas 77057
Work Phone: (713) 977-5600
Tax I.D. # : 42-1601840

THE STATE OF TEXAS §
COUNTY OF HARRIS §

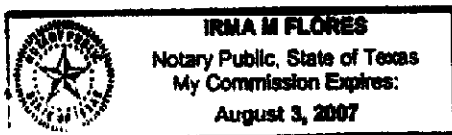
This instrument was acknowledged before me by W. Keith Maxwell, III, President of Utility Resource Solutions Holdings, LLC the Withdrawing Partner, on this 1st day of August, 2003.



Irma M. Flores
NOTARY PUBLIC-STATE OF TEXAS
Printed Name:
My Commission Expires:

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me by W. Keith Maxwell III, President Texas Energy Ventures, L.L.C., the Succeeding Partner, on this 1st day of August, 2003.



Irma M. Flores
NOTARY PUBLIC-STATE OF TEXAS
Printed Name:
My Commission Expires:
(Page 2 of 2)

UTILITY RESOURCE SOLUTIONS

675 BERING DR. SUITE 700
HOUSTON, TX 77057
(713) 977-5800

COMPASS BANK
HOUSTON, TX

0821

35-1054/1130

7/22/2003

TO THE
ORDER OF

Secretary of State

\$ 15.00

Fifteen and 00/100*****

DOLLARS

Secretary of State
Accounts Receivable
P.O. Box 12887
Austin, TX 78711

MEMO

AUTHORIZED SIGNATURE

⑈000821⑈ ⑈113010547⑈ 87113329⑈

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW

UTILITY RESOURCE SOLUTIONS

WWW.COMPASSBANK.COM TOLL FREE 800.368.8211

Secretary of State

Legal and Professional Fees: Legal Fees

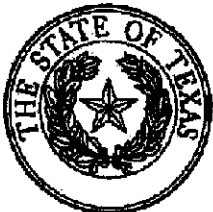
7/22/2003

0821

15.00

Compass Bank

15.00



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

ARTICLES/CERTIFICATE OF CORRECTION

This correction by the undersigned corporation, limited liability company, or out-of-state financial institution is submitted pursuant to article 1302-7.01, Texas Miscellaneous Corporation Laws Act. In the case of a limited partnership, this certificate of correction is made pursuant to section 2.13, Texas Revised Limited Partnership Act. The undersigned entity seeks to correct a document which is an inaccurate record of the entity action, contains an inaccurate or erroneous statement, or was defectively or erroneously executed, sealed, acknowledged or verified, and for this purpose states the following.

ARTICLE ONE

The name of the entity is UTILITY RESOURCE SOLUTIONS HOLDINGS, L.L.C.

ARTICLE TWO

The document to be corrected is the Articles of organization for a Texas limited liab. co.

that was filed in the Office of the Secretary of State on the following date: November 26, 2002

ARTICLE THREE

The inaccuracy, error, or defect to be corrected is:

Mispelling of name of entity from Article 1 from the articles of organization

ARTICLE FOUR

As corrected, the inaccurate, erroneous, or defective portion of the document reads as follows:

in Article 1 of Articles of Organization - name of entity should be as follows:

UTILITY RESOURCE SOLUTIONS HOLDINGS, L.L.C.

UTILITY RESOURCE SOLUTIONS HOLDINGS, L.L.C.

By: _____

Name of Entity

(A person authorized to sign on behalf of the entity.)



UTILITY RESOURCE SOLUTIONS

www.urslp.com

July 22, 2003

Secretary of State
P.O. Box 13967
Austin, Texas 78711-3697

Re: Consent to use similar name – Utility Resource Solutions

Dear Sir or Madam:

I, W. Keith Maxwell, III, as registered agent for Utility Resource Solutions, L.P. (original filing number 14567110), do hereby grant permission to the newly-formed entity named below to use a similar name.

UTILITY RESOURCE SOLUTIONS HOLDINGS, L.L.C.

(original filing number 800148461)

Please feel free to call me should you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "W. Keith Maxwell, III", with a long horizontal line extending to the right.

W. Keith Maxwell, III

INSTRUCTIONS

Articles of correction or a certificate of correction are appropriate whenever an entity files an instrument which is an inaccurate record of the entity action referred to in the instrument, or which contains an inaccurate or erroneous statement, or which was defectively or erroneously executed, sealed, acknowledged, or verified. A correction may be used only to correct a previously filed document; it may not be used to negate or cancel a filing. If the entity chooses to make a change in its formation or qualification document (e.g., articles of incorporation), it may not use a correction. Instead, an amendment filing made pursuant to the law applicable to the type of entity must be filed.

The foregoing form promulgated by the secretary of state is designed to meet minimum statutory filing requirements; no warranty is made regarding the suitability of this form for any particular purpose. This form and the information provided are not substitutes for the advice of an attorney and it is recommended that the services of an attorney be obtained before preparation of the articles/certificate of correction.

1. Provide the current name of the entity as it appears in the records of this office in article one of this form. If the error to be corrected is in the name of the entity, the entity name must be the name as it appears on the records of the secretary of state.
2. Identify the document to be corrected in article two of the form. For example, if the error was contained in articles of amendment, then article two of this form should state "articles of amendment". The date on which the document was filed also should be listed. This date is the date stamped on the upper right-hand corner of the acknowledgment copy.
3. Article three should identify the error to be corrected. For example, if the articles of incorporation misspelled the entity name, then article three of this form should state that it is correcting the misspelling of the entity name that appeared in article one of the articles of incorporation.
4. Article four should include only the corrected portion of the document. For example, if the error was a misspelling of the entity name which appeared in article one of the articles of incorporation, set forth in article four of this form a reference to the corrected article and its text as corrected.

The articles/certificate of correction must be signed by an officer or director of a corporation or out-of-state financial institution. In the case of a limited liability company, a member or manager must sign the document. A general partner of a limited partnership must sign on behalf of a limited partnership. The person signing should indicate the capacity in which the person signs next to the signature. Prior to signing, please read the statements on this form carefully. A person commits an offense under the Texas Business Corporation Act, the Texas Limited Liability Company Act or the Texas Non-Profit Corporation Act if the person signs a document the person knows is false in any material respect with the intent that the document be delivered to the secretary of state for filing. The offense is a Class A misdemeanor.

KP The filing fee for a corporation, limited liability company, or out-of-state financial institution is ~~\$15~~ \$15. The fee for a limited partnership is \$200. Personal checks and MasterCard®, Visa®, and Discover® are accepted in payment of filing fees. Fees paid by credit card are subject to a statutorily authorized processing cost of 2.1% of the total fees.

Two copies of the articles of correction together with the applicable fee should be submitted to the address shown on the heading of this form. We will place one document on record and return a file stamped copy, if a duplicate copy was provided for such purpose. The delivery address is James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. The telephone number is (512) 463-5555, TDD: (800) 735-2989, FAX: (512) 463-5709.

STATE OF OHIO
PUBLIC UTILITIES COMMISSION OF OHIO

SPARK ENERGY GAS, LP
*CERTIFICATION APPLICATION FOR
COMPETITIVE RETAIL NATURAL GAS SUPPLIERS*

Exhibit A-18
Secretary of State

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

200713100230

DATE
5/11/2007

DOCUMENT ID
200713100230

DESCRIPTION
CORRECTION/FOREIGN LIMITED
PARTNERSHIP (FCR)

FLING
50.00

EXPED
100.00

PENALTY
.00

CERT
.00

COPY
.00

Receipt

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

CT CORPORATION SYSTEM
ATTN: TIMOTHY ROBERSON
17 S. HIGH ST., SUITE 1100
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1489505

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
SPARK ENERGY GAS, LP

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

Document(s):

CORRECTION/FOREIGN LIMITED PARTNERSHIP

Document No(s):

200713100230



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 10th day of May, A.D. 2007.

A handwritten signature in cursive script, appearing to read "Jennifer Brunner".

Ohio Secretary of State



The State of Texas

Secretary of State

JAN. 17, 2001

STEVE M. WILLARD, MEYER, KNIGHT & WILLIAMS
8100 WASHINGTON AVE STE 1000
HOUSTON TX 77007

RE:
UTILITY RESOURCE SOLUTIONS, L.P.

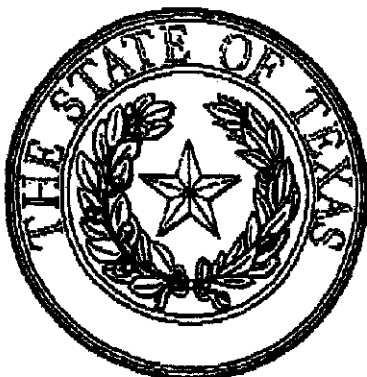
FILING NUMBER 00145671-10

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR
CERTIFICATE OF LIMITED PARTNERSHIP.

THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES AND THE
ORIGINAL HAS BEEN FILED IN THIS OFFICE.

PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



Henry A. Miller
Secretary of State

Sent By: ;

713 974 9395;

Jan-15-01 10:38AM;

Page 1/1

01/12/01 FRI 12:00 FAX 7138882297

MEYER, KNIGHT & WILLIAMS

002

FILED
In the Office of the
Secretary of State of Texas

JAN 17 2001

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
UTILITY RESOURCE SOLUTIONS, L.P.**

Corporations Section

1. The name of the limited partnership is Utility Resource Solutions, L.P.
2. The address of the registered office is 45 Saddlebrook, Houston, Texas 77024 and the name and address of the registered agent for service of process required to be maintained are W. Keith Maxwell, III, 45 Saddlebrook, Houston, Texas 77024.
3. The address of the principal office in the United States where records are to be kept or made available is 45 Saddlebrook, Houston, Texas 77024.
4. The name, the mailing address and the street address of the business or residence of each general partner is:

Texex Energy Holdings, L.L.C.
45 Saddlebrook
Houston, Texas 77024

EXECUTED this 15th day of January, 2001.

GENERAL PARTNER:

TEXEX ENERGY HOLDINGS, L.L.C.


W. Keith Maxwell, III, President



Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

UTILITY RESOURCE SOLUTIONS, L.P.
Filing Number: 14567110

Certificate Of Limited Partnership

January 17, 2001

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on December 06, 2001.



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor
Assistant Secretary of State

MEYER, KNIGHT & WILLIAMS

FILED
In the Office of the
Secretary of State of Texas

CERTIFICATE OF LIMITED PARTNERSHIP JAN 17 2001
OF
UTILITY RESOURCE SOLUTIONS, L Corporations Section

1. The name of the limited partnership is Utility Resource Solutions, L.P.
2. The address of the registered office is 45 Saddlebrook, Houston, Texas 77024 and the name and address of the registered agent for service of process required to be maintained are W. Keith Maxwell, III, 45 Saddlebrook, Houston, Texas 77024.
3. The address of the principal office in the United States where records are to be kept or made available is 45 Saddlebrook, Houston, Texas 77024.
4. The name, the mailing address and the street address of the business or residence of each general partner is:

Texex Energy Holdings, L.L.C.
45 Saddlebrook
Houston, Texas 77024

EXECUTED this 16th day of January, 2001.

GENERAL PARTNER:

TEXEX ENERGY HOLDINGS, L.L.C.

W. Keith Maxwell, III, President

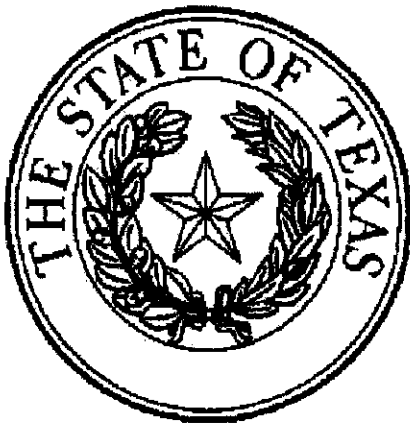


Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate Of Limited Partnership for UTILITY RESOURCE SOLUTIONS, L.P. (filing number: 14567110), a Domestic Limited Partnership (LP), was filed in this office on January 17, 2001.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on February 24, 2006.



A handwritten signature in cursive script that reads "Roger Williams".

Roger Williams
Secretary of State



Office of the Secretary of State
Reports Unit
P.O. Box 12028
Austin, Texas 78711-2028
(Form 804)

Filed in the Office of the
Secretary of State of Texas
Filing #: 14567110 01/31/2006
Document #: 116020430002
Image Generated Electronically
for Web Filing

PERIODIC REPORT - LIMITED PARTNERSHIP

File Number: 14567110

1. The limited partnership name is: UTILITY RESOURCE SOLUTIONS, L.P.
2. It is organized under the laws of: TEXAS, USA
3. The name of the registered agent is: W Keith Maxwell III
4. The registered office address, which is identical to the business office address of the registered agent in Texas, is:
2603 Augusta Dr Ste 1400, Houston, TX, USA 77057
5. The address of the principal office in the United States where the records are to be kept or made available is:
2603 Augusta Dr Ste 1400, Houston, TX, USA 77057
6. The names and addresses of all general partners of the limited partnership are:

General Partner 1: (Business Name)	Texas Energy Ventures, LLC
Address:	2603 Augusta Dr Ste 1400 Houston TX, USA 77057
Mailing Address:	2603 Augusta Dr Ste 1400 Houston TX, USA 77057

Execution:

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: January 31, 2006

W. Keith Maxwell

Signature of general partner

FILING OFFICE COPY



Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate Of Limited Partnership for UTILITY RESOURCE SOLUTIONS, L.P. (filing number: 14567110), a Domestic Limited Partnership (LP), was filed in this office on January 17, 2001.

It is further certified that the entity status in Texas is active.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on August 22, 2003.



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor
Assistant Secretary of State



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

FILED
In the Office of the
Secretary of State of Texas

OCT 15 2002

Corporations Section

CHANGE OF REGISTERED AGENT/REGISTERED OFFICE

1. The name of the entity is UTILITY RESOURCE SOLUTIONS, L.P.
and the file number issued to the entity by the secretary of state is Charter No. 0014567110
2. The entity is: (Check one.)
 - ☐ a *business corporation*, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, as provided by the Texas Business Corporation Act.
 - ☐ a *non-profit corporation*, which has authorized the changes indicated below through its board of directors or by an officer of the corporation so authorized by its board of directors, or through its members in whom management of the corporation is vested pursuant to article 2.14C, as provided by the Texas Non-Profit Corporation Act.
 - ☐ a *limited liability company*, which has authorized the changes indicated below through its members or managers, as provided by the Texas Limited Liability Company Act.
 - ☒ a *limited partnership*, which has authorized the changes indicated below through its partners, as provided by the Texas Revised Limited Partnership Act.
 - ☐ an *out-of-state financial institution*, which has authorized the changes indicated below in the manner provided under the laws governing its formation.
3. The registered office address as PRESENTLY shown in the records of the Texas secretary of state is 45 SADDLEBROOK, HOUSTON, TEXAS 77024
4. ☒ A. The address of the NEW registered office is: (Please provide street address, city, state and zip code. The address must be in Texas.)
675 BERING DRIVE, SUITE 700, HOUSTON, TEXAS 77057
OR ☐ B. The registered office address will not change.
5. The name of the registered agent as PRESENTLY shown in the records of the Texas secretary of state is W. KEITH MAXWELL, III
6. ☐ A. The name of the NEW registered agent is _____
OR ☒ B. The registered agent will not change.

lde

7. Following the changes shown above, the address of the registered office and the address of the office of the registered agent will continue to be identical, as required by law.

By: 

(A person authorized to sign on behalf of the entity)

INSTRUCTIONS

1. It is recommended that you call (512) 463-5555 to verify the information in Items 3 and 5 as it currently appears on the records of the secretary of state before submitting the statement for filing. You also may e-mail an inquiry to corpinfo@sos.state.tx.us. As information on out-of-state financial institutions is maintained on a separate database, a financial institution must call (512) 463-5701 to verify registered agent and registered office information. If the information on the form is inconsistent with the records of this office, the statement will be returned.

2. You are required by law to provide a street address in Item 4 unless the registered office is located in a city with a population of 5,000 or less. The purpose of this requirement is to provide the public with notice of a physical location at which process may be served on the registered agent. A statement submitted with a post office box address or a lock box address will not be filed.

3. An authorized officer of the corporation or financial institution must sign the statement. In the case of a limited liability company, an authorized member or manager of a limited liability company must sign the statement. A general partner must sign the statement on behalf of a limited partnership. A person commits an offense under the Texas Business Corporation Act, the Texas Non-Profit Corporation Act or the Texas Limited Liability Company Act if the person signs a document the person knows is false in any material respect with the intent that the document be delivered to the secretary of state for filing. The offense is a Class A misdemeanor.

4. Please attach the appropriate fee:

Business Corporation	\$15.00
Financial Institution, other than Credit Unions	\$15.00
Financial Institution that is a Credit Union	\$ 5.00
Non-Profit Corporation	\$ 5.00
Limited Liability Company	\$10.00
Limited Partnership	\$50.00

Personal checks and MasterCard®, Visa®, and Discover® are accepted in payment of the filing fee. Checks or money orders must be payable through a U.S. bank or other financial institution and made payable to the secretary of state. Fees paid by credit card are subject to a statutorily authorized processing cost of 2.1% of the total fees.

5. Two copies of the form along with the filing fee should be mailed to the address shown in the heading of this form. The delivery address is: Secretary of State, Statutory Filings Division, Corporations Section, James Earl Rudder Office Building, 1019 Brazos, Austin, Texas 78701. We will place one document on record and return a file stamped copy, if a duplicate copy is provided for such purpose. The telephone number is (512) 463-5555, TDD: (800) 735-2989, FAX: (512) 463-5709.



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

FILED
In the Office of the
Secretary of State of Texas

JAN 21 2003

Corporations Section

ARTICLES/CERTIFICATE OF CORRECTION

This correction by the undersigned corporation, limited liability company, or out-of-state financial institution is submitted pursuant to article 1302-7.01, Texas Miscellaneous Corporation Laws Act. In the case of a limited partnership, this certificate of correction is made pursuant to section 2.13, Texas Revised Limited Partnership Act. The undersigned entity seeks to correct a document which is an inaccurate record of the entity action, contains an inaccurate or erroneous statement, or was defectively or erroneously executed, sealed, acknowledged or verified, and for this purpose states the following:

ARTICLE ONE

The name of the entity is UTILITY RESOURCE SOLUTIONS, L.P.

ARTICLE TWO

The document to be corrected is the the CERTIFICATE OF LIMITED PARTNERSHIP

that was filed in the Office of the Secretary of State on the following date: January 17, 2001

ARTICLE THREE

The inaccuracy, error, or defect to be corrected is:
the name of the General Partner

ARTICLE FOUR

As corrected, the inaccurate, erroneous, or defective portion of the document reads as follows:

UTILITY RESOURCE SOLUTIONS HOLDINGS, L.L.C.

675 BERING DRIVE, SUITE 700

HOUSTON, TEXAS 77057

UTILITY RESOURCE SOLUTIONS, L.P.

By: W. K. H. Name of Entity
(A person authorized to sign on behalf of the entity.)

FILED
In the Office of the
Secretary of State of TexasCERTIFICATE OF LIMITED PARTNERSHIP **JAN 17 2001**
OF
UTILITY RESOURCE SOLUTIONS, L. Corporations Section

1. The name of the limited partnership is Utility Resource Solutions, L.P.
2. The address of the registered office is 45 Saddlebrook, Houston, Texas 77024 and the name and address of the registered agent for service of process required to be maintained are W. Keith Maxwell, III, 45 Saddlebrook, Houston, Texas 77024.
3. The address of the principal office in the United States where records are to be kept or made available is 45 Saddlebrook, Houston, Texas 77024.
4. The name, the mailing address and the street address of the business or residence of each general partner is:

Texex Energy Holdings, L.L.C.
45 Saddlebrook
Houston, Texas 77024

EXECUTED this 15th day of January, 2001.

GENERAL PARTNER:

TEXEX ENERGY HOLDINGS, L.L.C.


W. Keith Maxwell, III, President

CERTIFICATE OF LIMITED PARTNERSHIP



The State of Texas

Secretary of State

JAN. 17, 2001

STEVE M. WILLARD, MEYER, KNIGHT & WILLIAMS
8100 WASHINGTON AVE STE 1000
HOUSTON TX 77007

RE:
UTILITY RESOURCE SOLUTIONS, L.P.

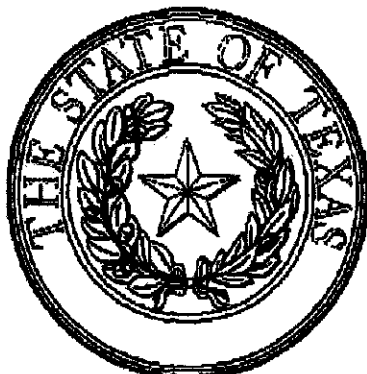
FILING NUMBER 00145671-10

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD YOUR
CERTIFICATE OF LIMITED PARTNERSHIP.

THE APPROPRIATE EVIDENCE IS ATTACHED FOR YOUR FILES AND THE
ORIGINAL HAS BEEN FILED IN THIS OFFICE.

PAYMENT OF THE FILING FEE IS ACKNOWLEDGED BY THIS LETTER.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



Henry A. Miller
Secretary of State



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that this entity was formed February 14, 2007, UTILITY RESOURCE SOLUTIONS, L.P., a Domestic Limited Partnership (LP) (file number 14567110), changed its name to Spark Energy Gas, LP.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 15, 2007.



A handwritten signature in cursive script that reads "Roger Williams".

Roger Williams
Secretary of State

Form 424
(Revised 01/06)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



Certificate of Amendment

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

FEB 14 2007

Corporations Section

Entity Information

The name of the filing entity is:

Utility Resource Solutions, L.P.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|--|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input checked="" type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 14567110

The date of formation of the entity is: 1/17/01

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Spark Energy Gas, LP

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

RECEIVED

FEB 14 2007

Secretary of State 6

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The registered agent is an individual resident of the state whose name is:

Cascy	P	Adkins	Esq
<small>First Name</small>	<small>M.I.</small>	<small>Last Name</small>	<small>Suffix</small>

C. The business address of the registered agent and the registered office address is:

2603 Augusta, Ste. 1400	Houston	TX	77057
<small>Street Address (No P.O. Box)</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ Add each of the following provisions to the certificate of formation. The identification or reference of this added provision and the full text are as follows:

☐ Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved ~~in the manner required by the~~
~~State Business Organizations Code~~ by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:
- _____
- _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 2-1-07



C.E.O. Limited Partner

Signature and title of authorized person(s) (see instructions)

TEXAS ENERGY VENTURES LLC

STATE OF OHIO
PUBLIC UTILITIES COMMISSION OF OHIO

SPARK ENERGY GAS, LP
*CERTIFICATION APPLICATION FOR
COMPETITIVE RETAIL NATURAL GAS SUPPLIERS*

Exhibit B-1
Jurisdictions of Operation

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

EXHIBIT B-1

Spark Energy Gas is currently servicing the territories specified below:

State	Utilities	
<u>Arizona</u>	Southwest Gas Company (SWG)	Commercial-Industrial
	UniSource Energy Services	Commercial-Industrial
<u>California</u>	Pacific Gas & Electric (PG&E)	Residential-Commercial-Industrial
	San Diego Gas & Electric (SDG&E)	Commercial-Industrial
	Southern California Gas Company (SoCal)	Commercial-Industrial
<u>Colorado</u>	Public Service Company of Colorado (PSCO)	Commercial-Industrial
<u>Connecticut</u>	Connecticut Natural Gas	Commercial-Industrial
	Southern Connecticut Gas	Commercial-Industrial
	Yankee Gas	Commercial-Industrial
<u>Florida</u>	Central Florida Gas	Commercial-Industrial
	Florida City Gas	Commercial-Industrial
	Florida Public Utilities	Commercial-Industrial
	Peoples Gas/TECO	Commercial-Industrial
<u>Illinois</u>	Nicor Gas Company	Residential-Commercial-Industrial
	North Shore Gas	Commercial-Industrial
	Peoples Gas	Commercial-Industrial
<u>Indiana</u>	Citizens Gas	Commercial-Industrial
	NIPSCO	Residential-Commercial-Industrial
<u>Maryland</u>	Baltimore Gas & Electric	Residential-Commercial-Industrial
<u>Massachusetts</u>	Bay State Gas	Commercial-Industrial
	National Grid (KeySpan	Commercial-Industrial

	Colonial)	
	National Grid (KeySpan Boston)	Commercial-Industrial
	National Grid (KeySpan Essex)	Commercial-Industrial
	NStar	Residential-Commercial-Industrial
<u>Nevada</u>	Southwest Gas Company (SWG)	Commercial-Industrial
<u>New York</u>	ConEd	Residential-Commercial-Industrial
	National Grid New York (KeySpan Energy Delivery New York)	Residential-Commercial-Industrial
	National Grid Long Island (KeySpan Energy Delivery Long Island)	Residential-Commercial-Industrial
	National Grid (Niagara Mohawk)	Residential-Commercial-Industrial
<u>West Virginia</u>	Mountaineer Gas	Commercial-Industrial

STATE OF OHIO
PUBLIC UTILITIES COMMISSION OF OHIO

SPARK ENERGY GAS, LP
*CERTIFICATION APPLICATION FOR
COMPETITIVE RETAIL NATURAL GAS SUPPLIERS*

Exhibit B-2
Experience and Plans

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

B-2 EXPERIENCE AND PLANS

Spark Energy Gas, L.P. is a certified retail natural gas Supplier and has experience providing natural gas to residential, commercial, and industrial customers since its inception in 2001. Spark Energy Gas, L.P. has experience as a supplier of natural gas to end users in Arizona, California, Colorado, Connecticut, Florida, Illinois, Indiana, Maryland, Massachusetts, Nevada, New York, and West Virginia. With in-depth experience in the natural gas industries. For in depth experience, please read the attached biographies of Spark Energy Gas' key personnel.

In the Ohio service area, Spark intends to provide gas to the following:

Columbia Gas of Ohio	Residential	Small Commercial	Large Commercial / Industrial	
Dominion East Ohio	Residential	Small Commercial	Large Commercial / Industrial	
Duke Energy Ohio	Residential	Small Commercial	Large Commercial / Industrial	
Vectren Energy Delivery of Ohio	Residential	Small Commercial	Large Commercial / Industrial	

BIOGRAPHIES OF KEY PERSONNEL AND OFFICERS

WILLIAM KEITH MAXWELL, III-Chief Executive Officer

Spark Energy, L.P. is privileged to have William K. Maxwell, III, as our Chief Executive Officer. Mr. Maxwell has been with Spark Energy Gas since its inception in 2001. Aside from his role the past five years with Spark, Mr. Maxwell has over twenty years experience of serving in a managerial role in retail energy. Keith Maxwell has spent his professional career building, owning, and operating successful energy and natural gas companies. Keith's first two ventures, Polaris Pipeline and Wickford Energy Marketing, were created from start-up. At the time these companies were sold, their annual sales exceeded \$350 million and \$500 million, respectively.

Mr. Maxwell has held his current position as Chief Financial Officer (CEO) with Spark Energy Gas since its inception five years ago. As CEO, Mr. Maxwell has been, and is ultimately responsible for Spark Energy Gas' system operations, sales and marketing, over-all business strategy, overseeing the financing and accounting departments, creating the company culture, managing the human resource department, ensuring compliance with safety regulations, and delegation of all company needs to qualified individuals.

LARRY TODD GIBSON-Chief Financial Officer, Executive Vice President

Mr. Gibson brings over twenty years of diverse experience in the energy industry including twelve years of energy sales experience and over five years of electric system operational experience. Having joined the organization at formation, he has served in numerous capacities including, accounting, wholesale and retail gas and power marketing. Mr. Gibson has been the Chief Financial Officer for Spark Energy Gas for five years. In his current capacity, Mr. Gibson directs the preparation of all financial reports, oversees Spark's accounting departments, budget preparation, and audit functions. He has also, for the past five years, reviewed reports to analyze projections of sales and profits and suggested methods for improving the planning process. He has also been responsible for analyzing Spark's operations, studying energy trends, and supervising Spark's investment of funds, and aids in negotiating Spark's credit agreements.

Prior to his employment with the Company, Todd served in various leadership roles in accounting, customer service, transportation and marketing for Black Hills Corporation, Wickford Energy Marketing and MG Natural Gas Corp. Before moving to industry employment, Todd worked at Arthur Andersen as an audit manager with a focus on oil and gas exploration and production and energy marketing companies. Todd holds a B.B.A. from Southwest Texas State University (Texas State University) and is a CPA in the state of Texas.

KEN ZIOBER – Senior Vice President

Mr. Ziober serves as Senior Vice President of Spark Energy Gas. In this capacity, he is responsible for leading and developing the natural gas group for Spark Energy Gas in both the wholesale trading and retail sectors. Prior to joining Spark Energy Gas, Mr. Ziober held the position of Director of Northeast Gas Trading for Duke Energy where he was in charge of overseeing the trading management of up to 1 BCF/day in natural gas transportation and storage assets. In his fifteen years of employment with Duke Energy and its affiliates, Ken served in various roles ranging from regulatory to marketing and trading.

Ken holds a B.B.A. in Finance from Stephen F. Austin State University located in Nacogdoches, Texas.

JEFFREY F. BEICKER-Senior Vice President of Supply and Chief Risk Officer

Jeff has worked as a professional in the energy business for the past twenty three years. He currently oversees the supply group and is also responsible for risk management for the power and gas books for the company. In addition, Jeff assists in asset valuation, due diligence and contract negotiation for acquisitions and development projects. Jeff joined Spark Energy Gas in August of 2004 at his present position.

Prior to joining Spark Energy Gas, Jeff was a Senior Vice President for Shell Global Trading. During the past seven years he was responsible for North American power trading and marketing, plant operations and scheduling, financial gas trading, gas storage trading, and physical gas trading at various times. He also served in business development and dispute resolution roles during this time. Before joining Shell, Jeff worked with Keith Maxwell at Wickford Energy and previously worked for Koch, Dynegy, and Enron. Jeff was a member of the New York Mercantile Exchange (NYMEX) for the past five years and served on numerous NYMEX committees as well as serving as a consultant for the Chicago Board of Trade. He has also worked in consulting roles for Exxon/Mobil and the University of Houston at different times.

ERIC RINN - Chief Technology Officer

Eric Rinn currently holds the responsibilities of Chief Information Officer (CIO) for Spark Energy Gas, LP. He is responsible for planning and managing the company's information management resources to contribute tangible benefits to the company's performance and productivity. He is responsible for creating information technology vision, and for planning the strategy on how to get to that vision. He is also responsible for creating and maintaining relationships between IT and the other company departments. A large portion of his time is spent managing the in-house development and production of a multi-utility, multi-jurisdictional CRM, enrollment engine and convergent billing engine. His mastery of writing applications that solve business needs, combined with his experience with leading-edge purchase-able software solutions is rounded out with his personal communication skills. He has unique knowledge, valuable

insight, and confident technology skills — all with the potential to alter culture in a positive manner while responding to market imperatives.

Eric has worked as a leader in Information Technology for the past 15 years and the last 7 years have been specifically in the deregulated energy industries. He has held the following positions: Director of System Architecture, Information Systems Coordinator, Network Administrator, Lead Developer and short and long term consulting agreements, along with the ability to wear many hats. He has started a number of companies, one of which was a specialized software service provider in the energy field that was growing quickly and was sold to a consulting firm. He has consulted in large and small corporations. All of these experiences allow him to recognize and prevent the impending slowness of corporations, and the fast precariousness of the small organizations. Some of the more notable organizations Eric has worked for are Lodestar Corp, Coral Power, Utility.Com, Sage Systems, Retx, Enron, Sentry Insurance, American Family Insurance, eSignal, Rock County Government, and University of Wisconsin Centers - Rock County.

BRANDI DAY – New Markets Director

Brandi E. Day has been with the organization since February 2004. She has over six years of experience in the energy industry with knowledge of both natural gas and electricity. She is currently responsible for regulatory affairs, planning, coordination of business units, and implementation of new retail markets for Spark Energy Gas, LP. Since accepting her position, she has implemented retail programs behind utilities in New York, California, New Mexico, Colorado, and Georgia as well as managed existing programs in Indiana and Illinois. Her previous positions with the organization and its sister company, Spark Energy, L.P., include management of operations, billing and transaction analysis, retail market transactions, and customer service for both commercial and residential customers.

Prior to joining Spark Energy Gas, Ms. Day held positions at two Texas-based retail electric providers. Brandi joined prior to the start of electricity deregulation in Texas and served both companies in the areas of contract management, data analysis, market transaction processing, sales, pricing, and customer care. Her energy industry experience also includes an internship with Automated Power Exchange, a software company specializing in wholesale electricity scheduling and settlements.

Brandi holds a B.B.A. from Montreat College in Montreat, North Carolina.

ALYSON MOHN-Treasurer, Vice President

Ms. Mohn has over ten years of experience in the energy industry, including five years combined energy sales experience and five years of management experience with enterprise financial and administration responsibilities including profit and loss responsibilities. In her current role as Vice President & Treasurer, she serves in

numerous capacities including assisting the Chief Financial Officer & Chief Risk Officer, and overseeing a staff of seventeen in the Treasury/Credit/Collections Department.

After completing her undergraduate work at North Carolina Wesleyan College, she received her MBA in Finance from Keller Graduate School of Management in 2006.

JOHN LUPO –Vice President

Mr. Lupo has over thirty three years of professional accounting and management experience in the energy industry and is a licensed CPA in Texas and previously in Louisiana. He currently manages all accounting operations with significant involvement in software acquisition and development as well as process improvement through out the organization. Mr. Lupo joined the company in July of 2005 and has added responsibility for the forecasting and planning function as well as assisting the CFO in managing banking relationships.

Prior to his employment with the Company, Mr. Lupo served in various roles of increasing responsibility in wholesale natural gas, utility operations and professional engineering firms for Superior Natural Gas Corporation, The Polaris Pipeline Corporation, Simmons J. Barry & Associates and its affiliates. Before moving into managing accounting in the energy industry Mr. Lupo worked for L. A. Champagne and Co. as a senior auditor with focus on utility operations and governmental accounting.

AL BARRIOS—Senior Vice President

Al Barrios brings over ten years of experience in the energy industry. Having joined Spark Energy Gas, LP in July of 2005, Mr. Barrios has served in numerous capacities including business processes, business system requirements, customer enrollment/affairs, retail market transactions, accounts receivables, contract management, billing and mailroom processing.

Prior to his employment with the company, Al served as a Manager of Customer Service; managing operation support teams for residential retail electricity services and a call center of over 300 employees. The call center encompassed business services and residential customers.

STATE OF OHIO
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SPARK ENERGY GAS, LP
*CERTIFICATION APPLICATION FOR
COMPETITIVE RETAIL NATURAL GAS SUPPLIERS*

Exhibit B-3
Summary of Experience

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

Exhibit B-3 Summary of Experience

Spark Energy Gas, L.P. is a certified retail natural gas Supplier and has experience providing natural gas to residential, commercial, and industrial customers since its inception in 2001. Spark Energy Gas, L.P. has experience as a supplier of natural gas to end users in many different states and territories. Spark Energy Gas, LP, has officers and directors with diverse backgrounds in the energy industry including, but not limited to, twenty years of managerial experience in the energy industry, operational experience, sales experience, accounting, wholesale and retail gas and power marketing experience, experience in the wholesale and retail sectors, twenty-three years of supply and risk management experience, experience in information management resources, and enterprise financial experience.

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SPARK ENERGY GAS, LP

*CERTIFICATION APPLICATION FOR
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Exhibit B-4

**Disclosure of Liabilities &
Investigations**

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

B-4 Liabilities and Investigations

Information Concerning Customer Complaints for the Two years Prior to the Date of Application

Pursuant to this application, Spark Energy Gas, LP, discloses the following, without breaching the confidentiality of any parties involved:

Spark Energy Gas, LP (formerly Utility Resource Solutions, L.P.) has been the subject of one official consumer complaint involving energy-related business activities. The complaint was filed in the Illinois Commerce Commission and was titled, American Dry Cleaners v. Utility Resource Solutions, L.P., and given Cause Number 23006-0362 wherein the parties asserted their claims and defenses, and both parties continued to assert their respective claims and defenses. As of August, 2006, the parties decided, notwithstanding each parties' respective differences, to set aside each parties' respective difference in order to avoid the uncertainty, annoyance, and expense of litigation. This case was settled and dismissed by the Commission.

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SPARK ENERGY GAS, LP
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Exhibit B-5
**Disclosure of Consumer
Protection Violations**

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

B-5-Disclosure of Consumer Protection Violations

Spark Energy Gas, L.P., in the two years preceding this application, to the best of its knowledge, has not been convicted of any consumer protection violation.

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*CERTIFICATION APPLICATION FOR
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Exhibit B-6

**Disclosure of Certification Denial,
Curtailement, Suspension or Revocation**

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

B-6: "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"

Spark Energy Gas, L.P. is currently attempting to have its application approved in the New Jersey Service Area. Spark Energy Gas, L.P., has withdrawn its application after approval with the Georgia Public Service Area, due to the fact that Spark Energy Gas opted not to begin service in Georgia at this time. Spark Energy Gas, L.P., during the two years preceding this application, has not had a license suspended.

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SPARK ENERGY GAS, LP
*CERTIFICATION APPLICATION FOR
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Exhibit C-1
Annual Reports

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

C-1 "Audited Financials," sent confidentially under Motion for Protective Treatment

STATE OF OHIO
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SPARK ENERGY GAS, LP
*CERTIFICATION APPLICATION FOR
COMPETITIVE RETAIL NATURAL GAS SUPPLIERS*

Exhibit C-3
Financial Statements

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

C-3 "Audited Financials," sent confidentially under Motion for Protective Treatment

STATE OF OHIO
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SPARK ENERGY GAS, LP
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COMPETITIVE RETAIL NATURAL GAS SUPPLIERS*

Exhibit C-4
Financial Arrangements

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

C-4 "Credit Facility Agreement," sent confidentially under Motion for Protective Treatment

STATE OF OHIO
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SPARK ENERGY GAS, LP
*CERTIFICATION APPLICATION FOR
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Exhibit C-5
Forecasted Financial Statements

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
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mpresley@sparkenergy.com

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Exhibit C-6

Credit Rating

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

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Exhibit C-7

Credit Report

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

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Exhibit C-8
Bankruptcy Information

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

C-8: "Bankruptcy Information"

Spark Energy Gas, L.P. has never filed for bankruptcy.

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Exhibit C-9
Merger Information

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

C-9: "Merger Information"

Spark Energy Gas, L.P. has not, for the previous two years preceding this filing, undergone any merger or acquisition.

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SPARK ENERGY GAS, LP

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Exhibit D-1

Operations

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

D-1: Operations

Spark Energy Gas, L.P. does not operate any transmission or distribution pipelines or storage fields. Spark Energy Gas, L.P. purchases all of the natural gas that it sells and stores its natural gas through third-party storage facilities.

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Exhibit D-2
Operations Expertise

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

D-2: Operations Expertise

Although Spark Energy Gas, L.P. does not own or operate and transmission or distribution assets, it does employ personnel that has experience in plant operations, scheduling, gas storage trading, and physical gas trading.

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SPARK ENERGY GAS, LP
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Exhibit D-3
Key Technical Personnel

Information Provided by:

Mrs. Michelle Presley
Senior Retail Analyst
New Markets Department
832-200-3767 (direct)
mpresley@sparkenergy.com

D-3: Key Technical Support

BIOGRAPHIES OF KEY PERSONNEL AND OFFICERS FOR TECHNICAL SUPPORT

LARRY TODD GIBSON-Chief Financial Officer, Executive Vice President

Mr. Gibson brings over twenty years of diverse experience in the energy industry including twelve years of energy sales experience and over five years of electric system operational experience. Having joined the organization at formation, he has served in numerous capacities including, accounting, wholesale and retail gas and power marketing. Mr. Gibson has been the Chief Financial Officer for Spark Energy Gas for five years. In his current capacity, Mr. Gibson directs the preparation of all financial reports, oversees Spark's accounting departments, budget preparation, and audit functions. He has also, for the past five years, reviewed reports to analyze projections of sales and profits and suggested methods for improving the planning process. He has also been responsible for analyzing Spark's operations, studying energy trends, and supervising Spark's investment of funds, and aids in negotiating Spark's credit agreements.

Prior to his employment with the Company, Todd served in various leadership roles in accounting, customer service, transportation and marketing for Black Hills Corporation, Wickford Energy Marketing and MG Natural Gas Corp. Before moving to industry employment, Todd worked at Arthur Andersen as an audit manager with a focus on oil and gas exploration and production and energy marketing companies. Todd holds a B.B.A. from Southwest Texas State University (Texas State University) and is a CPA in the state of Texas.

KEN ZIOBER – Senior Vice President

Mr. Ziober serves as Senior Vice President of Spark Energy Gas. In this capacity, he is responsible for leading and developing the natural gas group for Spark Energy Gas in both the wholesale trading and retail sectors. Prior to joining Spark Energy Gas, Mr. Ziober held the position of Director of Northeast Gas Trading for Duke Energy where he was in charge of overseeing the trading management of up to 1 BCF/day in natural gas transportation and storage assets. In his fifteen years of employment with Duke Energy and its affiliates, Ken served in various roles ranging from regulatory to marketing and trading.

Ken holds a B.B.A. in Finance from Stephen F. Austin State University located in Nacogdoches, Texas.

JEFFREY F. BEICKER-Senior Vice President of Supply and Chief Risk Officer

Jeff has worked as a professional in the energy business for the past twenty three years. He currently oversees the supply group and is also responsible for risk management for the power and gas books for the company. In addition, Jeff assists in asset valuation, due diligence and contract negotiation for acquisitions and development projects. Jeff joined Spark Energy Gas in August of 2004 at his present position.

Prior to joining Spark Energy Gas, Jeff was a Senior Vice President for Shell Global Trading. During the past seven years he was responsible for North American power trading and marketing, plant operations and scheduling, financial gas trading, gas storage trading, and physical gas trading at various times. He also served in business development and dispute resolution roles during this time. Before joining Shell, Jeff worked with Keith Maxwell at Wickford Energy and previously worked for Koch, Dynegy, and Enron. Jeff was a member of the New York Mercantile Exchange (NYMEX) for the past five years and served on numerous NYMEX committees as well as serving as a consultant for the Chicago Board of Trade. He has also worked in consulting roles for Exxon/Mobil and the University of Houston at different times.

ERIC RINN - Chief Technology Officer

Eric Rinn currently holds the responsibilities of Chief Information Officer (CIO) for Spark Energy Gas, LP. He is responsible for planning and managing the company's information management resources to contribute tangible benefits to the company's performance and productivity. He is responsible for creating information technology vision, and for planning the strategy on how to get to that vision. He is also responsible for creating and maintaining relationships between IT and the other company departments. A large portion of his time is spent managing the in-house development and production of a multi-utility, multi-jurisdictional CRM, enrollment engine and convergent billing engine. His mastery of writing applications that solve business needs, combined with his experience with leading-edge purchase-able software solutions is rounded out with his personal communication skills. He has unique knowledge, valuable insight, and confident technology skills — all with the potential to alter culture in a positive manner while responding to market imperatives.

Eric has worked as a leader in Information Technology for the past 15 years and the last 7 years have been specifically in the deregulated energy industries. He has held the following positions: Director of System Architecture, Information Systems Coordinator, Network Administrator, Lead Developer and short and long term consulting agreements, along with the ability to wear many hats. He has started a number of companies, one of which was a specialized software service provider in the energy field that was growing quickly and was sold to a consulting firm. He has consulted in large and small corporations. All of these experiences allow him to recognize and prevent the impending slowness of corporations, and the fast precariousness of the small organizations. Some of

the more notable organizations Eric has worked for are Lodestar Corp, Coral Power, Utility.Com, Sage Systems, Retx, Enron, Sentry Insurance, American Family Insurance, eSignal, Rock County Government, and University of Wisconsin Centers - Rock County.

BRANDI DAY – New Markets Director

Brandi E. Day has been with the organization since February 2004. She has over six years of experience in the energy industry with knowledge of both natural gas and electricity. She is currently responsible for regulatory affairs, planning, coordination of business units, and implementation of new retail markets for Spark Energy Gas, LP. Since accepting her position, she has implemented retail programs behind utilities in New York, California, New Mexico, Colorado, and Georgia as well as managed existing programs in Indiana and Illinois. Her previous positions with the organization and its sister company, Spark Energy, L.P., include management of operations, billing and transaction analysis, retail market transactions, and customer service for both commercial and residential customers.

Prior to joining Spark Energy Gas, Ms. Day held positions at two Texas-based retail electric providers. Brandi joined prior to the start of electricity deregulation in Texas and served both companies in the areas of contract management, data analysis, market transaction processing, sales, pricing, and customer care. Her energy industry experience also includes an internship with Automated Power Exchange, a software company specializing in wholesale electricity scheduling and settlements.

Brandi holds a B.B.A. from Montreat College in Montreat, North Carolina.

ALYSON MOHN-Treasurer, Vice President

Ms. Mohn has over ten years of experience in the energy industry, including five years combined energy sales experience and five years of management experience with enterprise financial and administration responsibilities including profit and loss responsibilities. In her current role as Vice President & Treasurer, she serves in numerous capacities including assisting the Chief Financial Officer & Chief Risk Officer, and overseeing a staff of seventeen in the Treasury/Credit/Collections Department.

After completing her undergraduate work at North Carolina Wesleyan College, she received her MBA in Finance from Keller Graduate School of Management in 2006.

JOHN LUPO – Controller, Vice President

Mr. Lupo has over thirty three years of professional accounting and management experience in the energy industry and is a licensed CPA in Texas and previously in Louisiana. He currently manages all accounting operations with significant involvement in software acquisition and development as well as process improvement through out the organization. Mr. Lupo joined the company in July of 2005 and has added responsibility

for the forecasting and planning function as well as assisting the CFO in managing banking relationships.

Prior to his employment with the Company, Mr. Lupo served in various roles of increasing responsibility in wholesale natural gas, utility operations and professional engineering firms for Superior Natural Gas Corporation, The Polaris Pipeline Corporation, Simmons J. Barry & Associates and its affiliates. Before moving into managing accounting in the energy industry Mr. Lupo worked for L. A. Champagne and Co. as a senior auditor with focus on utility operations and governmental accounting.

AL BARRIOS—Senior Vice President

Al Barrios brings over ten years of experience in the energy industry. Having joined Spark Energy Gas, LP in July of 2005, Mr. Barrios has served in numerous capacities including business processes, business system requirements, customer enrollment/affairs, retail market transactions, accounts receivables, contract management, billing and mailroom processing.

Prior to his employment with the company, Al served as a Manager of Customer Service; managing operation support teams for residential retail electricity services and a call center of over 300 employees. The call center encompassed business services and residential customers.