

FILE



The Public Utilities Commission of Ohio

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Date Received	Case Number	Version
	09-877-EL-AGG	August 2004

CERTIFICATION APPLICATION FOR AGGREGATORS/POWER BROKERS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division; 180 East Broad Street, Columbus, Ohio 43215-3793.

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2009 SEP 29 PM 4:45

PUCO

A. APPLICANT INFORMATION

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

Legal Name Energy Management Resources of Missouri, Inc.
Address 1536 NE 96th Street, Liberty, MO 64068
Telephone # (816) 883-1000 Web site address (if any) www.emr-energy.com

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

Legal Name Energy Management Resources of Missouri, Inc.
Address 1536 NE 96th Street, Liberty, MO 64068
Telephone # (816) 883-1000 Web site address (if any) www.emr-energy.com

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

Energy Management Resources of Missouri, Inc.
Energy Management Resources

A-4 Contact person for regulatory or emergency matters

Name Thomas Maus
Title Senior Vice President

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician BT Date Processed 9-30-09

Business address 1536 NE 96th Street, Liberty, MO 64068
Telephone # (816) 883-1028 Fax # (816) 883-1001
E-mail address (if any) tom.maus@emr-energy.com

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

Name Hilary Trumble
Title Manager, Client Services
Business address 1536 NE 96th Street, Liberty, MO 64068
Telephone # (816) 883-1022 Fax # (816) 883-1001
E-mail address (if any) htrumble@emr-energy.com

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

Customer Service address 1536 NE 96th Street, Liberty, MO 64068
Toll-free Telephone # (800) 657-9952 Fax # (816) 883-1001
E-mail address (if any) htrumble@emr-energy.com

A-7 Applicant's federal employer identification number # 431793629

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

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

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

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

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

October 31, 2009

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- A-11 **Exhibit A-11 "Principal Officers, Directors & Partners"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-12 **Exhibit A-12 "Corporate Structure,"** provide a description of the applicant's corporate structure, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers and companies that aggregate customers in North America.
- A-13 **Exhibit A-13 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-14 **Exhibit A-14 "Articles of Incorporation and Bylaws,"** if applicable, provide the articles of incorporation filed with the state or jurisdiction in which the Applicant is incorporated and any amendments thereto.
- A-15 **Exhibit A-15 "Secretary of State,"** provide evidence that the applicant has registered with the Ohio Secretary of the State.

B. APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

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

B-3 **Exhibit B-3 "Summary of Experience,"** provide a concise summary of the applicant's experience in providing aggregation service(s) including contracting with customers to combine electric load and representing customers in the purchase of retail electric services. (e.g. number and types of customers served, utility service areas, amount of load, etc.).

B-4 **Exhibit B-4 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.

B-5 Disclose whether the applicant, a predecessor of the applicant, or any principal officer of the applicant have ever been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.
☒ No ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-5 "Disclosure of Consumer Protection Violations"** detailing such violation(s) and providing all relevant documents.

B-6 Disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail or wholesale electric service including aggregation service denied, curtailed, suspended, revoked, or cancelled within the past two years.
☒ No ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"** detailing such action(s) and providing all relevant documents.

C. APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

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

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

- C-3 **Exhibit C-3 "Financial Statements,"** provide copies of the applicant's two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business.
- C-4 **Exhibit C-4 "Financial Arrangements,"** provide copies of the applicant's financial arrangements to conduct CRES as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.,).
- C-5 **Exhibit C-5 "Forecasted Financial Statements,"** provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant's CRES operation, along with a list of assumptions, and the name, address, e-mail address, and telephone number of the preparer.
- C-6 **Exhibit C-6 "Credit Rating,"** provide a statement disclosing the applicant's credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody's Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant's parent or affiliate organization that guarantees the obligations of the applicant.
- C-7 **Exhibit C-7 "Credit Report,"** provide a copy of the applicant's credit report from Experian, Dun and Bradstreet or a similar organization.
- C-8 **Exhibit C-8 "Bankruptcy Information,"** provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.

C-9 **Exhibit C-9 "Merger Information,"** provide a statement describing any dissolution or merger or acquisition of the applicant within the five most recent years preceding the application.

Signature of Applicant & Title

Sworn and subscribed before me this _____ day of _____, _____
Month Year

Signature of official administering oath

Print Name and Title

My commission expires on _____

AFFIDAVIT

State of MINNESOTA

Clouet ss.
(Town)

County of Carlton :

Thomas Maus, Affiant, being duly sworn/affirmed according to law, deposes and says that:
He/~~she~~ is the Senior Vice President (Office of Affiant) of Energy Management Resources of Missouri Inc. (Name of Applicant);

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

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

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

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

Thomas Mauer
Senior Vice President

Signature of Affiant & Title

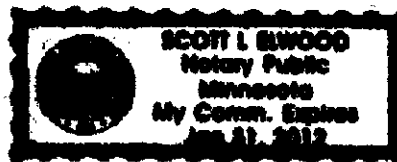
Sworn and subscribed before me this 21st day of Sept., 2009
Month Year

Scott L. Elwood
Signature of official administering oath

Scott L. Elwood
Print Name and Title

My commission expires on 1/31/12

Notary Seal



***Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers***

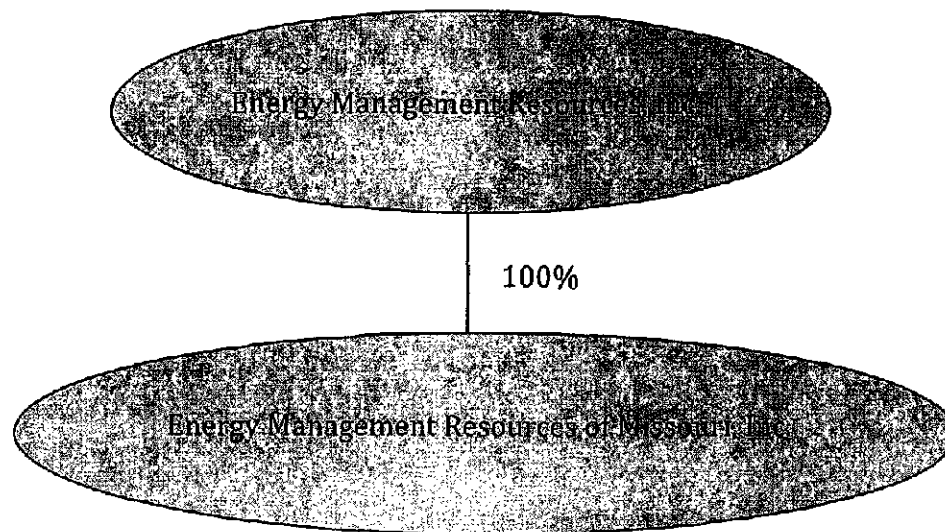
Exhibit A-12 Corporate Structure

Parent

Energy Management Resources Inc.
Incorporated in State of Minnesota

100 percent owned subsidiary

Energy Management Resources of Missouri Inc.
Incorporated in State of Delaware



***Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers***

Exhibit A-13 Company History

Energy Management Resources of Missouri, Inc. (EMR), formerly UtiliCorp Energy Management Inc., is a consulting firm that provides Energy Procurement and Management Services to Industrial and Commercial facilities throughout North America. EMR has been in operation since July 1, 1997. EMR acts as an independent third party energy management and procurement agent for Industrial and Commercial Clients; negotiating energy supply contracts for clients' facilities located across the United States, Canada and Mexico.

In 2008, the energy portfolio under EMR management reached 56,578,000 MMBtu's and 4,894,132,000 kwh for contracted clients.

A major EMR strength is that we have no ownership affiliations with any energy suppliers and provide unbiased, independent evaluations and recommendations.

***Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers***

Exhibit A-14 Articles of Incorporation and Bylaws

See following pages for the Articles of Incorporation and Bylaws.

Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers
Exhibit A-14 Articles of Incorporation and Bylaws
Page 1 of 4

**CERTIFICATE OF INCORPORATION
OF
UTILICORP ENERGY MANAGEMENT, INC.**

I, THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, **DO HEREBY CERTIFY** as follows:

FIRST: The name of the Corporation is UtiliCorp Energy Management, Inc. (the "Corporation").

SECOND: The registered office of the Corporation is to be located at 1209 Orange Street, Wilmington, County of New Castle, Delaware, 19801. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which Corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the Corporation is authorized to issue is One Thousand (1,000) shares of Common Stock of the par value of \$1.00 per share.

FIFTH: The name and address of the incorporator is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Nancy J. Schulte	2605 W. 50th Street Westwood, KS 66205

SIXTH: The powers of the incorporator shall terminate upon the filing of the Certificate of Incorporation. The names and mailing addresses of the persons who are to serve as directors until the first annual meeting of stockholders or until their successors are duly elected and qualified are:

<u>NAME</u>	<u>ADDRESS</u>
Harvey J. Padewer	20 West Ninth Street Kansas City, MO 64105
Robert K. Green	20 West Ninth Street Kansas City, MO 64105

Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers
Exhibit A-14 Articles of Incorporation and Bylaws
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James G. Miller

20 West Ninth Street
Kansas City, MO 64105

Robert L. Howell

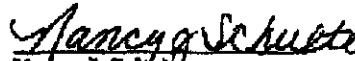
20 West Ninth Street
Kansas City, MO 64105

SEVENTH: The Board of Directors of the Corporation is expressly authorized to make, alter, amend, or repeal the By-Laws of the Corporation. Election of Directors need not be by written ballot unless the By-Laws of the Corporation shall so provide.

EIGHTH: The Corporation shall, to the fullest extent permitted by the General Corporation Law of Delaware, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of July, 1997.


Nancy J. Schulte
Incorporator

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "UTILICORP ENERGY MANAGEMENT, INC.", CHANGING ITS NAME FROM "UTILICORP ENERGY MANAGEMENT, INC." TO "ENERGY MANAGEMENT RESOURCES OF MISSOURI, INC.", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF SEPTEMBER, A.D. 2001, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2768555 8100

AUTHENTICATION: 1351538

010463749

DATE: 09-20-01

**STATE of DELAWARE
CERTIFICATE of AMENDMENT of
CERTIFICATE of INCORPORATION**

- First: That at a meeting of the Board of Directors of UeliCorp Energy Management, Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:
Resolved, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows:
" FIRST: The name of this Corporation is Energy Management Resources of Missouri, Inc. (the "Corporation")"
- Second: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.
- Third: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
- Fourth: That the capital of said corporation shall not be reduced under or by reason of said amendment.

BY: Thomas Maus
(Authorized Officer)

NAME: Thomas Maus
(Type or Print)

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/19/2001
010463749 - 2768333

CONFIDENTIAL

**AMENDED AND RESTATED BYLAWS
OF
ENERGY MANAGEMENT
RESOURCES OF MISSOURI, INC.**

CONFIDENTIAL

CONFIDENTIAL

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AMENDED AND RESTATED BYLAWS
OF
ENERGY MANAGEMENT RESOURCES OF MISSOURI, INC.

ARTICLE I

OFFICES; CORPORATE SEAL

Section 1.1 Registered Office. [REDACTED]

Section 1.2 Other Offices. [REDACTED]

Section 1.3 Corporate Seal. [REDACTED]

ARTICLE II

STOCKHOLDERS

Section 2.1 Annual Meetings. [REDACTED]

Section 2.2 Special Meetings. [REDACTED]

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(a)

(b)

1)

2)

3)

a.

b.

4)

[illegible]

[REDACTED]

S [REDACTED]

[REDACTED]

C [REDACTED]

[REDACTED]

[REDACTED]

O [REDACTED] n

[REDACTED] by the subsequent [REDACTED]

[REDACTED]

[illegible]

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Section 2.8 Voting: Proxies; Required Vote.

(a)

[REDACTED]

(b)

[REDACTED]

Section 2.9 Inspectors.

[REDACTED]

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ARTICLE III

BOARD OF DIRECTORS

Section 3.1 General Powers.

Section 3.2 Qualification; Number; Term; Remuneration.

(a)

(b)

(c)

Section 3.3 Quorum and Manner of Voting.

Section 3.4 Places of Meetings.

Section 3.5 Annual Meeting

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Section 3.6 Regular Meetings. [REDACTED]

Section 3.7 Special Meetings. [REDACTED]

Section 3.8 Notice of Meetings. [REDACTED]

Section 3.9 Participation in Meetings. [REDACTED]

Section 3.10 Organization. [REDACTED]

Section 3.11 Resignation. [REDACTED]

Section 3.12 Vacancies. [REDACTED]

Section 3.13 Action by Written Consent. [REDACTED]

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ARTICLE IV

COMMITTEES

Section 4.1 Appointment.

[REDACTED]

Section 4.2 Procedures, Quorum and Manner of Acting.

[REDACTED]

Section 4.3 Action by Written Consent.

[REDACTED]

Section 4.4 Term; Termination.

[REDACTED]

ARTICLE V

OFFICERS

Section 5.1 Election and Qualifications.

[REDACTED]

Section 5.2 Term of Office and Remuneration.

[REDACTED]

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Section 5.3 Resignation; Removal.

Section 5.4 Chairman of the Board.

Section 5.5 President and Chief Executive Officer.

Section 5.6 Vice-President.

Section 5.7 Treasurer.

Section 5.8 Secretary.

Section 5.9 Assistant Officers.

ARTICLE VI

BOOKS AND RECORDS

Section 6.1 Location.

Section 6.2 Addresses of Stockholders.

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Section 6.3 Fixing Date for Determination of Stockholders of Record.

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

ARTICLE VII

CERTIFICATES REPRESENTING STOCK

Section 7.1 Certificates; Signatures.

[REDACTED]

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[REDACTED]

Section 7.2 Transfers of Stock

[REDACTED]

Section 7.3 Fractional Shares

[REDACTED]

[REDACTED]

Section 7.4 Lost, Stolen or Destroyed Certificates

[REDACTED]

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ARTICLE VIII

DIVIDENDS

[REDACTED]

ARTICLE IX

RATIFICATION

[REDACTED]

ARTICLE X

FISCAL YEAR

[REDACTED]

ARTICLE XI

WAIVER OF NOTICE

[REDACTED]

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ARTICLE XII

BANK ACCOUNTS, DRAFTS, CONTRACTS, ETC.

Section 12.1 Bank Accounts and Drafts.

[REDACTED]

Section 12.2 Contracts.

i [REDACTED]

Section 12.3 Proxies; Powers of Attorney; Other Instruments.

R [REDACTED]

Section 12.4. Financial Reports.

f [REDACTED]

ARTICLE XIII

AMENDMENTS

[REDACTED]

CONFIDENTIAL

CONFIDENTIAL

SECRETARY'S CERTIFICATE

[REDACTED]

(a) [REDACTED]

N [REDACTED]

(b) [REDACTED]

e [REDACTED]

C [REDACTED]

CONFIDENTIAL

***Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers***

Exhibit A-15 Secretary of State

See following page

Energy Management Resource of Missouri, Inc.
Certification Application for Aggregator/
Power Broker

200925900076

Exhibit A-15 Secretary of State

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/16/2009	200925900076	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	200.00	.00	.00	.00

Receipt

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

CT CORPORATION SYSTEM
4400 EASTON COMMONS WAY, SUITE 125
ATTN: TIMOTHY ROBERSON
COLUMBUS, OH 43219

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1883012

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

ENERGY MANAGEMENT RESOURCES OF MISSOURI INC.

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

Document(s):

Document No(s):

FOREIGN LICENSE/FOR-PROFIT

200925900076

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



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 15th day of September, A.D.
2009.

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

Ohio Secretary of State

Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers

Exhibit B-1 Jurisdictions of Operation

Registered in Missouri
Registered in Minnesota
Registered in Delaware
Licensed in Pennsylvania

State of Minnesota

SECRETARY OF STATE

Certificate of Good Standing

I, Mark Ritchie, Secretary of State of Minnesota, do certify that: The corporation listed below is a foreign corporation qualified to do business in Minnesota pursuant to Minnesota Statutes, Chapter 303 on this date; that the qualification was filed with the Office of the Secretary of State on the date listed below; and that the corporation was formed under the laws of the state listed below.

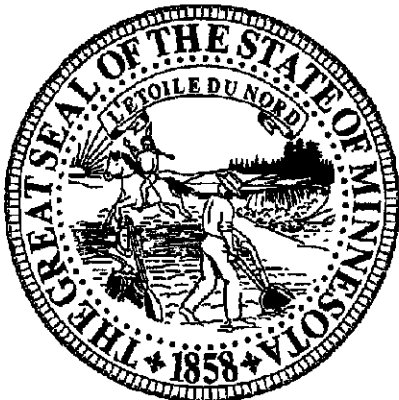
Name of Corporation in Minnesota: ENERGY MANAGEMENT RESOURCES OF MISSOURI, INC.

Name in State of Formation: ENERGY MANAGEMENT RESOURCES OF MISSOURI, INC.

Date Qualification was Filed in Minnesota: 03/26/1998

Formed Under the Laws Of: DE

This certificate has been issued on 09/17/09.



Mark Ritchie
Secretary of State.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ENERGY MANAGEMENT RESOURCES OF MISSOURI, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF SEPTEMBER, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

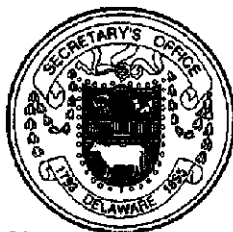
AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.


AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ENERGY MANAGEMENT RESOURCES OF MISSOURI, INC." WAS INCORPORATED ON THE FIRST DAY OF JULY, A.D. 1997.

2768555 8300

090853070

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7525238

DATE: 09-14-09

Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers

Exhibit B-2 Experience and Plans
Page 1 of 2

EMR has experience requesting client quotes, managing power, and working with suppliers serving the Ohio energy market including: Duke Energy, Semptra Energy Solutions, First Energy Solutions, Constellation New Energy, and Direct Energy.

As an independently owned energy management services company, EMR brings cumulative energy expertise to the client in the form of risk management, market analysis, strategic sourcing and logistics, and data management. Each member of the EMR executive leadership team has more than 30 years experience in the energy industry. EMR support staff brings an average of 15 years of energy industry experience.

In compliance with Ohio Administrative Code Chapter 4901: 1-21-05, EMR, through its marketing efforts, expects to employ its practice of contacting the customer directly to discuss the menu of EMR services needed to meet the energy requirements of the customer. Our team of energy experts walks the customer through a professional energy procurement process that provides the lowest price possible and still meets the energy needs of the customer. As an example of one of EMR's services, letters of agency are obtained from interested clients in order to retrieve their utility usage data. From that data, EMR can formulate requests for quotes from potential suppliers.

EMR contracts with each of the certified suppliers and requests an RFQ on behalf of the client based on their usage data. EMR provides the client with a recommendation and contracts with the supplier on the client's behalf when the quote has been accepted by the client. EMR has reviewed the provision of the Ohio Administrative Code Chapter 4901:1-21 relating to contracting with customers and providing contracted services, and EMR intends to comply with all applicable requirements.

EMR reviews energy contracts from certified suppliers, provides invoice review, and responds to customers' inquiries and complaints.

In the 2008 contract year, EMR managed contracted energy of 4,894,132,000 kwh, and 56,578,000 MMBtu's. Our clients are in 44 states, Canada, Mexico and Puerto Rico.

Independently owned Energy Management Services company
Energy Management Services is our core business
Providing Energy Management Services for over 12 years
Not affiliated with any Marketer/Producer/Utility
Experienced energy staff (Avg. 15+ years)

Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers

Exhibit B-2 Experience and Plans (Continued)

Page 2 of 2

All new Customer Inquiries may be directed to:

Jim Baldauf, Regional Marketing Account Director
800-657-9952
1536 NE 96th Street, Liberty, MO 64068.

All Existing Customer Inquiries/Complaints may be directed to:

Hilary Trumble, Manager of Client Services
800-657-9952
1536 NE 96th Street, Liberty, MO 64068.

Complaints will be handled in accordance with Ohio Administrative Code Chapter 4901:1-21-08 and generally be responded to within 24 hours of receipt. Public Utility Commission contact information will be provided to any customer requesting this information. For the avoidance of doubt, EMR has reviewed Ohio Administrative Code Chapter 4901:1-21 and its plans in Ohio for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints, as applicable, and are expecting to comply with applicable requirements of Chapter 4901:1-21 and any other applicable chapters of the Ohio Administrative Code.

Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers

Exhibit B-3 Summary of Experience

EMR believes its strength lies in excellent Client Services. Management and staff at EMR value and feel they deliver a high level of customer service. A client manager with a client services staff is assigned to the customer, working with clients on a daily basis and available to answer inquiries. Clients are also provided with an 800 number. Any client inquiry is responded to with prompt attention.

Using PUCO definition, EMR is a power broker that arranges and negotiates supply for clients without taking title to the power supplied. EMR is not providing aggregation services at this time and does not expect to provide aggregation services to our clients.

Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers

Exhibit B-4 Disclosure of Liabilities and Investigations

EMR as of this filing date is not involved in any proceeding that would affect its ability to provide consulting services to any potential client in Ohio.

EMR has no history of any client or regulatory agency having any proceedings against it.

Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers

Exhibit C-1 Annual Reports

The company does not have annual reports to shareholders for 2007 and 2008. EMR is a private, closely-held corporation whose owners are involved in the day-to-day affairs of the business. Accordingly, other than financial statements provided in Exhibit C-3 hereof, preparing an annual report with the information that would typically be contained in an annual report to shareholders is not necessary for EMR's business or shareholders because of their involvement with the business.

Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers

Exhibit C-2 SEC Filings

EMR made no SEC filings as the corporate stock is not publicly traded.

***Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers***

Exhibit C-3 Financial Statements

TRADE SECRET

This answer requires EMR to disclose information which is **privileged and confidential information not otherwise available to the public** for which EMR has filed a Motion for Protective Order to protect these and other documents.

EMR has filed a Motion of Protective Order to protect these and other documents. A PDF of the company's Income statement and Balance Sheet for the years 2007 and 2008 are enclosed. The company does not prepare a cash flow statement. EMR considers these to be confidential and not be made part of any public record.

An officer certification of the statements is also included.

TRADE SECRET

Energy Management Resources of Missouri Inc.
Profit & Loss
January through December 2007

Jan - Dec 07

Ordinary Income/Expense
Income

[REDACTED]

Total Income

Expense

[REDACTED]

Total Salaries

[REDACTED]

Total Total Salaries

Total Benefit Expenses

Other Expenses

[REDACTED]

Energy Management Resources of Missouri Inc.

Profit & Loss

January through December 2007

Jan - Dec 07

[REDACTED]

Rent
Total Sales & Marketing

Total Total Sales & Marketing

[REDACTED]

Total Other Expenses**Total Expense****Net Ordinary Income****Other Income/Expense**

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Net Other Income

Net income

1. [REDACTED]
 2. [REDACTED]
 3. [REDACTED]
 4. [REDACTED]
 5. [REDACTED]
 6. [REDACTED]
 7. [REDACTED]
 8. [REDACTED]
 9. [REDACTED]
 10. [REDACTED]
 11. [REDACTED]
 12. [REDACTED]
 13. [REDACTED]
 14. [REDACTED]
 15. [REDACTED]
 16. [REDACTED]
 17. [REDACTED]
 18. [REDACTED]
 19. [REDACTED]
 20. [REDACTED]
 21. [REDACTED]
 22. [REDACTED]
 23. [REDACTED]
 24. [REDACTED]
 25. [REDACTED]
 26. [REDACTED]
 27. [REDACTED]
 28. [REDACTED]
 29. [REDACTED]
 30. [REDACTED]
 31. [REDACTED]
 32. [REDACTED]
 33. [REDACTED]
 34. [REDACTED]
 35. [REDACTED]
 36. [REDACTED]
 37. [REDACTED]
 38. [REDACTED]
 39. [REDACTED]
 40. [REDACTED]
 41. [REDACTED]
 42. [REDACTED]
 43. [REDACTED]
 44. [REDACTED]
 45. [REDACTED]
 46. [REDACTED]
 47. [REDACTED]
 48. [REDACTED]
 49. [REDACTED]
 50. [REDACTED]
 51. [REDACTED]
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 72. [REDACTED]
 73. [REDACTED]
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 90. [REDACTED]
 91. [REDACTED]
 92. [REDACTED]
 93. [REDACTED]
 94. [REDACTED]
 95. [REDACTED]
 96. [REDACTED]
 97. [REDACTED]
 98. [REDACTED]
 99. [REDACTED]
 100. [REDACTED]

Energy Management Resources of Missouri Inc.
Balance Sheet
As of December 31, 2007

Accrual Basis

	Dec 31, 07
ASSETS	
Current Assets	
Accounts Receivable	
Other Current Assets	
Total Current Assets	
Fixed Assets	
Total Other Assets	
TOTAL ASSETS	
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Equity	
TOTAL LIABILITIES & EQUITY	

Energy Management Resources of Missouri Inc.
Profit & Loss
January through December 2008

Jan - Dec 08

Ordinary Income/Expense
Income

[REDACTED]

[REDACTED]

Total Income

[REDACTED]

Expense

[REDACTED]

[REDACTED]

Total Salaries

[REDACTED]

[REDACTED]

Total Total Salaries

[REDACTED]

[REDACTED]

Other Expenses

[REDACTED]

[REDACTED]

Net income

Energy Management Resources of Missouri Inc.
Balance Sheet
As of December 31, 2008

	Dec 31, 08
ASSETS	
Current Assets	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Accounts Receivable	[REDACTED]
[REDACTED]	[REDACTED]
Other Current Assets	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Total Current Assets	[REDACTED]
Fixed Assets	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Total Fixed Assets	[REDACTED]
TOTAL ASSETS	[REDACTED]
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Total Liabilities	[REDACTED]
Equity	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
TOTAL LIABILITIES & EQUITY	[REDACTED]

Officer Certification

IN WITNESS WHEREOF, the corporation has caused this certification to be executed by an authorized officer on September 21, 2009 at

State of Minnesota :

County of Carlton :

City of Chgoquet :

Thomas Maus, being first duly sworn, deposes and says that he is the Senior Vice President of Energy Management Resources of Missouri Inc, the corporation described in this application. He further states that the financial statements included in this application as exhibit C-3 represent the company's financial results for fiscal years 2007 and 2008. He further states that the company regards these financial statements as confidential and proprietary and request they be treated as such pursuant to Rule 4901-1-24.

Signature

Thomas Maus

Name

Thomas Maus

Sworn to before me and subscribed in my presence Scott L. Elwood

Notary Public

Scott L. Elwood

Expiration date of Notary's Commission

1/31/12

Notary Seal



***Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers***

Exhibit C-4 Financial Arrangements

TRADE SECRET

This answer requires EMR to disclose information which is **privileged and confidential information not otherwise available to the public** for which EMR has filed a Motion for Protective Order to protect these and other documents.

EMR has a revolving credit line facility that it believes will be adequate to help it fund all of the anticipated client contractual commitments that will develop from EMR entering the Ohio market.

Credit Line Agreement on following pages

TRADE SECRET



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REVOLVING CREDIT AGREEMENT

This Revolving Credit Agreement (the "Agreement") is made and entered into by and between the undersigned borrower (the "Borrower") and the undersigned bank (the "Bank") as of the date set forth on the last page of this Agreement.

ARTICLE I. LOANS

1.1 Revolving Credit Loans. From time to time prior to _____ (the "Maturity Date") or the earlier termination hereof, the Borrower may borrow from the Bank for working capital purposes up to the aggregate principal amount outstanding at any one time of the lesser of (i) \$ _____ (the "Loan Amount"), less letters of credit issued by the Bank, or (ii) if applicable, the Borrowing Base (defined below). All revolving loans hereunder will be evidenced by a single promissory note of the Borrower payable to the order of the Bank in the principal amount of the Loan Amount (the "Note"). Although the Note will be expressed to be payable in the full Loan Amount, the Borrower will be obligated to pay only the amounts actually disbursed hereunder, together with accrued interest on the outstanding balance at the rates and on the dates specified therein and such other charges provided for herein. In the event that the principal amount outstanding under the Note exceeds the Borrowing Base at any time, the Borrower will immediately, without request, prepay an amount sufficient to eliminate such excess.

1.2 Borrowing Base. The Borrowing Base, if any, will be as set forth in an addendum to this Agreement.

1.3 Advances After Maturity or in Excess of Maximum Loan Amount. The Bank shall have no obligation whatsoever, and the Bank has no present intention, to make any advance after the Maturity Date or which would cause the principal amount outstanding under this Agreement to exceed the maximum loan amount or any other limitations on advances stated in this Agreement. Notwithstanding the foregoing, the Bank may from time to time, in its sole and absolute discretion, agree to make an advance after the Maturity Date or which would cause the principal amount of advances outstanding under this Agreement to exceed the maximum loan amount or any of the other limitations on advances. The Borrower is and shall be and remain unconditionally liable to the Bank for the amount of all advances, including, without limitation, advances in excess of the maximum loan amount or any other limitation on advances and advances made after the Maturity Date. Immediately upon the Bank's demand, the Borrower shall pay to the Bank the amount of any advances made after the Maturity Date or in excess of the maximum loan amount or any other limitation on advances contained in this Agreement, together with interest on the principal amount of such excess advances, for so long as such advances are outstanding, at the highest interest rate from time to time in effect for such advances. Any such advances shall not be deemed an extension of this Agreement nor an increase in the maximum loan amount available for borrowing under this Agreement.

1.4 Advances and Paying Procedure. The Bank is authorized and directed to credit any of the Borrower's accounts with the Bank (or to the account the Borrower designates in writing) for all loans made hereunder, and the Bank is authorized to debit such account or any other account of the Borrower with the Bank for the amount of any principal, interest or expenses due under the Note or other amount due hereunder on the due date with respect thereto. If, upon any request by the Borrower to the Bank to issue a wire transfer, there is an inconsistency between the name of the recipient of the wire and its identification number as specified by the Borrower, the Bank may, without liability, transmit the payment via wire based solely upon the identification number.

1.5 Closing Fee. The Borrower will pay the Bank a one-time closing fee of \$ _____ contemporaneously with execution of this Agreement. This fee is in addition to all other fees, expenses and other amounts due hereunder.

1.6 Loan Facility Fee. The Borrower will pay a loan facility fee equal to:

- ☐ \$ _____ per annum, payable annually in advance; (or)
- ☐ _____ % per annum of the Loan Amount, payable annually in advance; (or)
- ☐ _____ % per annum of the difference between the Loan Amount and the actual daily unpaid principal amount of the Note outstanding from time to time, payable quarterly, in arrears, on the last business day of each third calendar month, and at maturity; (or)
- ☐ _____ % per annum of the actual daily unpaid principal amount of the Note outstanding from time to time, payable quarterly, in arrears, on the last business day of each third calendar month, and at maturity.

The loan facility fee is payable for the entire period that this Agreement is in effect, regardless of whether any amounts are outstanding hereunder at any given time.

1.7 Expenses and Attorneys' Fees. Upon demand, the Borrower will immediately reimburse the Bank and any participant in the Obligations (defined below) ("Participant") for all attorneys' fees and all other costs, fees and out-of-pocket disbursements incurred by the Bank or any Participant in connection with the preparation, execution, delivery, administration, defense and enforcement of this Agreement or any of the other Loan Documents (defined below), including attorneys' fees and all other costs and fees (a) incurred before or after commencement of litigation or at trial, on appeal or in any other proceeding, (b) incurred in any bankruptcy proceeding and (c) related to any waivers or amendments with respect thereto (examples of costs and fees include but are not limited to fees and costs for: filing, perfecting or confirming the priority of the Bank's lien, title searches or insurance, appraisals, environmental audits and other reviews related to the Borrower, any collateral or the loans, if requested by the Bank). The Borrower will also reimburse the Bank and any Participant for all costs of collection, including all attorneys' fees, before and after judgment, and the costs of preservation and/or liquidation of any collateral.

1.8 Compensating Balances. The Borrower will maintain on deposit with the Bank in non-interest bearing accounts average daily collected balances, in excess of that required to support account activity and other credit facilities extended to the Borrower by the Bank, an amount at least equal to the sum of (i) \$ _____ and (ii) _____ % of the Loan Amount as computed

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on a monthly basis. If the Borrower fails to keep and maintain such balances, it will pay a delinquency fee, payable within five days after receipt of a statement therefor calculated on the amount by which the Borrower's average daily balances are less than the requirements set forth above, computed at a rate equal to the rate set forth in the Note.

1.9 Conditions to Borrowing. The Bank will not be obligated to make (or continue to make) advances hereunder unless (i) the Bank has received executed originals of the Note and all other documents or agreements applicable to the loans described herein, including but not limited to the documents specified in Article III (collectively with this Agreement the "Loan Documents"), in form and content satisfactory to the Bank; (ii) if the loan is secured, the Bank has received confirmation satisfactory to it that the Bank has a properly perfected security interest, mortgage or lien, with the proper priority; (iii) the Bank has received certified copies of the Borrower's governance documents and certification of entity status satisfactory to the Bank and all other relevant documents; (iv) the Bank has received a certified copy of a resolution or authorization in form and content satisfactory to the Bank authorizing the loan and all acts contemplated by this Agreement and all related documents, and confirmation of proper authorization of all guarantees and other acts of third parties contemplated hereunder; (v) if required by the Bank, the Bank has been provided with an Opinion of the Borrower's counsel in form and content satisfactory to the Bank confirming the matters outlined in Section 2.2 and such other matters as the Bank requests; (vi) no default exists under this Agreement or under any other Loan Documents, or under any other agreements by and between the Borrower and the Bank; and (vii) all proceedings taken in connection with the transactions contemplated by this Agreement (including any required environmental assessments), and all instruments, authorizations and other documents applicable thereto, are satisfactory to the Bank and its counsel.

ARTICLE II. WARRANTIES AND COVENANTS

While any part of the credit granted to the Borrower under this Agreement or the other Loan Documents is available or any obligations under any of the Loan Documents are unpaid or outstanding, the Borrower continuously warrants and agrees as follows:

2.1 Accuracy of Information. All information, certificates or statements given to the Bank pursuant to this Agreement and the other Loan Documents will be true and complete when given.

2.2 Organization and Authority; Litigation. This Agreement and the other Loan Documents are the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms. The execution, delivery and performance of this Agreement and all other Loan Documents to which the Borrower is a party (i) are within the borrower's power; (ii) have been duly authorized by all appropriate entity action; (iii) do not require the approval of any governmental agency; and (iv) will not violate any law, agreement or restriction by which the Borrower is bound. If the Borrower is not an individual, the Borrower is validly existing and in good standing under the laws of its state of organization, has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties. There is no litigation or administrative proceeding threatened or pending against the Borrower which would, if adversely determined, have a material adverse effect on the Borrower's financial condition or its property.

2.3 Existence; Business Activities; Assets; Change of Control. The Borrower will (i) preserve its existence, rights and franchises; (ii) not make any material change in the nature or manner of its business activities; (iii) not liquidate, dissolve, acquire another entity or merge or consolidate with or into another entity or change its form of organization; (iv) not amend its organizational documents in any manner that may conflict with any term or condition of the Loan Documents; and (v) not sell, lease, transfer or otherwise dispose of all or substantially all of its assets. Other than the transfer to a trust beneficially controlled by the transferor, no event shall occur which causes or results in a transfer of majority ownership of the Borrower while any Obligations are outstanding or while the Bank has any obligation to provide funding to the Borrower.

2.4 Use of Proceeds; Margin Stock; Speculation. Advances by the Bank hereunder will be used exclusively by the Borrower for working capital and other regular, and valid purposes. The Borrower will not, without the prior written consent of the Bank, redeem, purchase, or retire any of the capital stock or declare or pay any dividends, or make any other payments or distributions of a similar type or nature including withdrawal distributions. The Borrower will not use any of the loan proceeds to purchase or carry "margin" stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System). No part of any of the proceeds will be used for speculative investment purposes, including, without limitation, speculating or hedging in the commodities and/or futures market.

2.5 Environmental Matters. Except as disclosed in a written schedule attached to this Agreement (if no schedule is attached, there are no exceptions), there exists no uncorrected violation by the Borrower of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. The Borrower is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that the Borrower (i) has violated any Environmental Laws; (ii) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (iii) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. Except as disclosed on the Borrower's environmental questionnaire provided to the Bank, there are not now, nor to the Borrower's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by the Borrower during the periods that the Borrower owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To the Borrower's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect the Borrower or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject the Borrower to Remedial Action or other liability. The Borrower currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide the Bank, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by the Borrower or Remedial Action or other response by or on the part of the Borrower under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from the Borrower for an alleged violation of Environmental Laws.

2.6 Compliance with Laws. The Borrower has complied with all laws applicable to its business and its properties, and has all permits, licenses and approvals required by such laws, copies of which have been provided to the Bank.

2.7 Restriction on Indebtedness. The Borrower will not create, incur, assume or have outstanding any indebtedness for borrowed money (including capitalized leases) except (i) any indebtedness owing to the Bank and its affiliates, and (ii) any other indebtedness outstanding on the date hereof, and shown on the Borrower's financial statements delivered to the Bank prior to the date hereof, provided that such other indebtedness will not be increased.

2.8 Restriction on Liens. The Borrower will not create, incur, assume or permit to exist any mortgage, pledge, encumbrance or other lien or levy upon or security interest in any of the Borrower's property now owned or hereafter acquired, except (i) taxes and assessments which are either not delinquent or which are being contested in good faith with adequate reserves provided; (ii) easements, restrictions and minor title irregularities which do not, as a practical matter, have an adverse effect upon the ownership and use of the affected property; (iii) liens in favor of the Bank and its affiliates; and (iv) other liens disclosed in writing to the Bank prior to the date hereof.

2.9 Restriction on Contingent Liabilities. The Borrower will not guarantee or become a surety or otherwise contingently liable for any obligations of others, except pursuant to the deposit and collection of checks and similar matters in the ordinary course of business.

2.10 Insurance. The Borrower will maintain insurance to such extent, covering such risks and with such insurers as is usual and customary for businesses operating similar properties, and as is satisfactory to the Bank, including insurance for fire and other risks insured against by extended coverage, public liability insurance and workers' compensation insurance; and will designate the Bank as loss payee with a "Lender's Loss Payable" endorsement on any casualty policies and take such other action as the Bank may reasonably request to ensure that the Bank will receive (subject to no other interests) the insurance proceeds on the Bank's collateral.

2.11 Taxes and Other Liabilities. The Borrower will pay and discharge, when due, all of its taxes, assessments and other liabilities, except when the payment thereof is being contested in good faith by appropriate procedures which will avoid foreclosure of liens securing such items, and with adequate reserves provided therefor.

2.12 Financial Statements and Reporting. The financial statements and other information previously provided to the Bank or provided to the Bank in the future are or will be complete and accurate and prepared in accordance with generally accepted accounting principles. There has been no material adverse change in the Borrower's financial condition since such information was provided to the Bank. The Borrower will (i) maintain accounting records in accordance with generally recognized and accepted principles of accounting consistently applied throughout the accounting periods involved; (ii) provide the Bank with such information concerning its business affairs and financial condition (including insurance coverage) as the Bank may request; and (iii) without request, provide the Bank with such specific financial statements, certifications and/or information as may be set forth in an addendum to this Agreement.

2.13 Inspection of Properties and Records; Fiscal Year. The Borrower will permit representatives of the Bank to visit and inspect any of the properties and examine any of the books and records of the Borrower at any reasonable time and as often as the Bank may reasonably desire. The Borrower will not change its fiscal year.

2.14 Financial Status. Financial Covenants, if any, will be as set forth in an addendum to this Agreement.

2.15 Paid-in-Full Period. ☒ If checked here, all revolving loans under this Agreement and the Note must be paid in full for a period of at least 30 consecutive days during each fiscal year.

ARTICLE III. COLLATERAL AND GUARANTIES

3.1 Collateral. This Agreement and the Note are secured by any and all security interests, pledges, mortgages/deeds of trust (except any mortgage/deed of trust expressly limited by its terms to a specific obligation of Borrower to Bank) or liens now or hereafter in existence granted to the Bank to secure indebtedness of the Borrower to the Bank, including without limitation as described in the following documents:

- ☐ Real Estate Mortgage(s)/Deed(s) of Trust dated _____ covering real estate located at _____
- ☐ Security Agreement(s) dated _____
- ☐ Possessory Collateral Pledge Agreement(s) dated _____
- ☐ Other _____

3.2 Guaranties. This Agreement and the Note are guaranteed by each and every guaranty now or hereafter in existence guarantying the indebtedness of the Borrower to the Bank (except for any guaranty expressly limited by its terms to a specific separate obligation of Borrower to the Bank) including, without limitation, the following:

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3.3 Credit Balances; Setoff. As additional security for the payment of the obligations described in the Loan Documents and any other obligations of the Borrower to the Bank of any nature whatsoever (collectively the "Obligations"), the Borrower hereby grants to the Bank a security interest in, a lien on and an express contractual right to set off against all depository account balances, cash and any other property of the Borrower now or hereafter in the possession of the Bank and the right to refuse to allow withdrawals from any account (collectively "Setoff"). The Bank may, at any time upon the occurrence of a default hereunder (notwithstanding any notice requirements or grace/cure periods under this or other agreements between the Borrower and the Bank) Setoff against the Obligations whether or not the Obligations (including future installments) are then due or have been accelerated, all without any advance or contemporaneous notice or demand of any kind to the Borrower, such notice and demand being expressly waived.

The omission of any reference to an agreement in Sections 3.1 and 3.2 above will not affect the validity or enforceability thereof. The rights and remedies of the Bank outlined in this Agreement and the documents identified above are intended to be cumulative.

ARTICLE IV. DEFAULTS

4.1 Defaults. Notwithstanding any cure periods described below, the Borrower will immediately notify the Bank in writing when the Borrower obtains knowledge of the occurrence of any default specified below. Regardless of whether the Borrower has given the required notice, the occurrence of one or more of the following will constitute a default:

- (a) **Nonpayment.** The Borrower shall fail to pay (i) any interest due on the Note or any fees, charges, costs or expenses under the Loan Documents by 5 days after the same becomes due; or (ii) any principal amount of the Note when due.
- (b) **Nonperformance.** The Borrower or any guarantor of Borrower's Obligations to the Bank ("Guarantor") shall fail to perform or observe any agreement, term, provision, condition, or covenant (other than a default occurring under (a), (c), (d), (e), (f) or (g) of this Section 4.1) required to be performed or observed by the Borrower or any Guarantor hereunder or under any other Loan Document or other agreement with or in favor of the Bank.
- (c) **Misrepresentation.** Any financial information, statement, certificate, representation or warranty given to the Bank by the Borrower or any Guarantor (or any of their representatives) in connection with entering into this Agreement or the other Loan Documents and/or any borrowing thereunder, or required to be furnished under the terms thereof, shall prove untrue or misleading in any material respect (as determined by the Bank in the exercise of its judgment) as of the time when given.
- (d) **Default on Other Obligations.** The Borrower or any Guarantor shall be in default under the terms of any loan agreement, promissory note, lease, conditional sale contract or other agreement, document or instrument evidencing, governing or securing any indebtedness owing by the Borrower or any Guarantor to the Bank or any indebtedness in excess of \$10,000 owing by the Borrower to any third party, and the period of grace, if any, to cure said default shall have passed.
- (e) **Judgments.** Any judgment shall be obtained against the Borrower or any Guarantor which, together with all other outstanding unsatisfied judgments against the Borrower (or such Guarantor), shall exceed the sum of \$10,000 and shall remain unsatisfied, unbonded or unsatisfied for a period of 30 days following the date of entry thereof.
- (f) **Inability to Perform; Bankruptcy/Insolvency.** (i) The Borrower or any Guarantor shall die or cease to exist; or (ii) any Guarantor shall attempt to revoke any guaranty of the Obligations described herein, or any guaranty becomes unenforceable in whole or in part for any reason; or (iii) any bankruptcy, insolvency or receivership proceedings, or an assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against the Borrower or any Guarantor; or (iv) the Borrower or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) the Borrower or any Guarantor is unable or admits in writing its inability to pay its debts as they mature; or (vi) if the Borrower is a limited liability company, any member thereof shall withdraw or otherwise become disassociated from the Borrower.
- (g) **Adverse Change; Insecurity.** (i) There is a material adverse change in the business, properties, financial condition or affairs of the Borrower or any Guarantor, or in any collateral securing the Obligations; or (ii) the Bank in good faith deems itself insecure.

4.2 Termination of Loans; Additional Bank Rights. Upon the Maturity Date or the occurrence of any of the events identified in Section 4.1, the Bank may at any time (notwithstanding any notice requirements or grace/cure periods under this or other agreements between the Borrower and the Bank) (i) immediately terminate its obligation, if any, to make additional loans to the Borrower; (ii) Setoff; and/or (iii) take such other steps to protect or preserve the Bank's interest in any collateral, including without limitation, notifying account debtors to make payments directly to the Bank, advancing funds to protect any collateral and insuring collateral at the Borrower's expense; all without demand or notice of any kind, all of which are hereby waived.

4.3 Acceleration of Obligations. Upon the Maturity Date or the occurrence of any of the events identified in Sections 4.1(a) through 4.1(e) and 4.1(g), and the passage of any applicable cure periods, the Bank may at any time thereafter, by written notice to the Borrower, declare the unpaid principal balance of any Obligations, together with the interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, to be immediately due and payable; and the unpaid balance will thereupon be due and payable, all without presentation, demand, protest or further notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Upon the occurrence of any event under Section 4.1(f), the unpaid principal balance of any Obligations, together with all interest accrued thereon and other amounts accrued hereunder and under the other Loan Documents, will thereupon be immediately due and payable, all without presentation, demand, protest or notice of any kind, all of which are hereby waived, and notwithstanding anything to the contrary contained herein or in any of the other Loan Documents. Nothing contained in Section 4.1, Section 4.2 or this section will limit the Bank's right to Setoff as provided in Section 3.3 or otherwise in this Agreement.

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4.4 Other Remedies. Nothing in this Article IV is intended to restrict the Bank's rights under any of the Loan Documents or at law, and the Bank may exercise all such rights and remedies as and when they are available.

ARTICLE V. OTHER TERMS

5.1 Additional Terms; Addendum/Supplements. The warranties, covenants, conditions and other terms described in this Section and/or in the Addendum and/or other attached document(s) referenced in this Section are incorporated into this Agreement:

ARTICLE VI. MISCELLANEOUS

6.1 Delay; Cumulative Remedies. No delay on the part of the Bank in exercising any right, power or privilege hereunder or under any of the other Loan Documents will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein specified are cumulative and are not exclusive of any rights or remedies which the Bank would otherwise have.

6.2 Relationship to Other Documents. The warranties, covenants and other obligations of the Borrower (and the rights and remedies of the Bank) that are outlined in this Agreement and the other Loan Documents are intended to supplement each other. In the event of any inconsistencies in any of the terms in the Loan Documents, all terms will be cumulative so as to give the Bank the most favorable rights set forth in the conflicting documents, except that if there is a direct conflict between any preprinted terms and specifically negotiated terms (whether included in an addendum or otherwise), the specifically negotiated terms will control.

6.3 Successors. The rights, options, powers and remedies granted in this Agreement and the other Loan Documents shall be binding upon the Borrower and the Bank and their respective successors and assigns, and shall inure to the benefit of the Borrower and the Bank and the successors and assigns of the Bank, including without limitation any purchaser of any or all of the rights and obligations of the Bank under the Note and the other Loan Documents. The Borrower may not assign its rights or obligations under this Agreement or any other Loan Documents without the prior written consent of the Bank.

6.4 Disclosure. The Bank may, in connection with any sale or potential sale of all or any interest in the Note and other Loan Documents, disclose any financial information the Bank may have concerning the Borrower to any purchaser or potential purchaser. From time to time, the Bank may, in its discretion and without obligation to the Borrower, any Guarantor or any other third party, disclose information about the Borrower and this loan to any Guarantor, surety or other accommodation party. This provision does not obligate the Bank to supply any information or release the Borrower from its obligation to provide such information, and the Borrower agrees to keep all Guarantors, sureties or other accommodation parties advised of its financial condition and other matters which may be relevant to their obligations to the Bank.

6.5 Indemnification. Except for harm arising from the Bank's willful misconduct, the Borrower hereby indemnifies and agrees to defend and hold the Bank harmless from any and all losses, costs, damages, claims and expenses of any kind suffered by or asserted against the Bank relating to claims by third parties arising out of the financing provided under the Loan Documents or related to any collateral (including, without limitation, the Borrower's failure to perform its obligations relating to Environmental Matters described in Section 2.5 above). This indemnification and hold harmless provision will survive the termination of the Loan Documents and the satisfaction of the Obligations due the Bank.

6.6 Notice of Claims Against Bank; Limitation of Certain Damages. In order to allow the Bank to mitigate any damages to the Borrower from the Bank's alleged breach of its duties under the Loan Documents or any other duty, if any, to the Borrower, the Borrower agrees to give the Bank immediate written notice of any claim or defense it has against the Bank, whether in tort or contract, relating to any action or inaction by the Bank under the Loan Documents, or the transactions related thereto, or of any defense to payment of the Obligations for any reason. The requirement of providing timely notice to the Bank represents the parties' agreed-to standard of performance regarding claims against the Bank. Notwithstanding any claim that the Borrower may have against the Bank, and regardless of any notice the Borrower may have given the Bank, the Bank will not be liable to the Borrower for consequential and/or special damages arising therefrom, except those damages arising from the Bank's willful misconduct.

6.7 Notices. Notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the Internet, or (f) when personally delivered.

6.8 Payments. Payments due under the Note and other Loan Documents will be made in lawful money of the United States. All payments may be applied by the Bank to principal, interest and other amounts due under the Loan Documents in any order which the Bank elects.

6.9 Applicable Law and Jurisdiction, Interpretation; Joint Liability; Severability This Agreement and all other Loan Documents will be governed by and interpreted in accordance with the internal laws of the State of Minnesota, except to the extent superseded by Federal law. THE BORROWER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITUATED IN THE COUNTY OR FEDERAL JURISDICTION OF THE BANK'S BRANCH WHERE THE LOAN WAS ORIGINATED, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, WITH REGARD TO ANY ACTIONS, CLAIMS, DISPUTES OR PROCEEDINGS RELATING TO THIS AGREEMENT, THE NOTE, THE COLLATERAL, ANY OTHER LOAN DOCUMENT, OR ANY TRANSACTIONS ARISING THEREFROM, OR ENFORCEMENT AND/OR INTERPRETATION OF ANY OF THE FOREGOING. Nothing herein will affect the Bank's rights to serve process in any manner permitted by law, or limit the Bank's right to bring proceedings against the Borrower in the competent courts of any other jurisdiction or jurisdictions. This Agreement, the other Loan Documents and any amendments hereto (regardless of when executed) will be deemed effective and accepted only upon the Bank's receipt of the executed originals thereof. If there is more than one Borrower, the liability of the Borrowers will be joint and several, and the reference to "Borrower" will be deemed to refer to all Borrowers. Invalidity of any provision of this Agreement shall not affect the validity of any other provision.

6.10 Copies; Entire Agreement; Modification. The Borrower hereby acknowledges the receipt of a copy of this Agreement and all other Loan Documents. This Agreement is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this Agreement may, on behalf of Borrower, create a microfilm or optical disk or other electronic image of this Agreement that is an authoritative copy as defined in such law. The holder of this Agreement may store the authoritative copy of such Agreement in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING, EXPRESSING CONSIDERATION AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN BORROWER AND THE BANK. A MODIFICATION OF ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN BORROWER AND THE BANK, WHICH OCCURS AFTER RECEIPT BY BORROWER OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

6.11 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, THE BORROWER AND THE BANK HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THE BORROWER AND THE BANK EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

6.12 Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Agreement, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned have executed this REVOLVING CREDIT AGREEMENT as of SEPTEMBER 2, 2009

(Individual Borrower)

Borrower Name (Organization)

a.

By

Name and Title

By

Name and Title

U.S. BANK N.A.

(Bank)

By

Name and Title

Borrower Address:

Borrower Telephone No.:

1125A

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For Bank Use Only	Reviewed by _____
Due _____	
Customer # _____	Loan # _____

REVOLVING CREDIT NOTE

\$ _____

FOR VALUE RECEIVED, the undersigned borrower (the "Borrower"), promises to pay to the order of _____ (the "Bank"), the principal sum of _____ Dollars (\$ _____), payable _____ (the "Maturity Date").

Interest.
The unpaid principal balance will bear interest at an annual rate equal to _____

Payment Schedule.

Interest is payable beginning _____ and on the same date of each consecutive month thereafter (except that if a given month does not have such a date, the last day of such month), plus a final interest payment with the final payment of principal.

Interest will be computed for the actual number of days principal is unpaid, using a daily factor obtained by dividing the stated interest rate by 360.

In no event will the interest rate hereunder exceed that permitted by applicable law. If any interest or other charge is finally determined by a court of competent jurisdiction to exceed the maximum amount permitted by law, the interest or charge shall be reduced to the maximum permitted by law, and the Bank may credit any excess amount previously collected against the balance due or refund the amount to the Borrower.

Subject to applicable law, if any payment is not made on or before its due date, the Bank may collect a delinquency charge of _____% of the unpaid amount. Collection of the late payment fee shall not be deemed to be a waiver of the Bank's right to declare a default hereunder.

Without affecting the liability of any Borrower, endorser, surety or guarantor, the Bank may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note, or agree not to sue any party liable on it.

This Revolving Credit Note constitutes the Note issued under a Revolving Credit Agreement dated as of the date hereof between the Borrower and the Bank, to which Agreement reference is hereby made for a statement of the terms and conditions under which loans evidenced hereby were or may be made and a description of the terms and conditions upon which the maturity of this Note may be accelerated, and for a description of the collateral securing this Note.

Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers

Exhibit C-5 Forecasted Financial Statements

It is very difficult to forecast what success EMR will have entering the Ohio market as a new consultant. We have had existing clients with plants located within Ohio that have asked us to look at providing service to their facilities. Forecast of revenues for the first 2 years while we get our name introduced to the market is not expected to exceed \$150,000.00 a year.

Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers

Exhibit C-6 Credit Rating

EMR has not issued any mortgage bonds and does not have any credit rating issued by the agencies listed in the commission's request.

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*Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers*

Exhibit C-7 Credit Report

TRADE SECRET

This answer requires EMR to disclose information which is **privileged and confidential information not otherwise available to the public** for which EMR has filed a Motion for Protective Order to protect these and other documents.

EMR does not use a credit reporting agency but relies on our bank to provide credit references to vendors and agencies when required. We have pulled a credit score report from Experian and included it in this filing. Also included is a reference letter from our bank.

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CreditScoreSM Report

as of: 09/15/09 17:54 ET

Energy Management Resources Inc

Address:

Phone:

**Experian
BIN:**

Agent:

SIC Code/Description:

Business Type:

Experian File

Established:

Experian Years on File:

Years in Business:

Total Employees:

**Filing Data Provided
by:**

Date of Incorporation:

**Current Days Beyond
Terms (DBT):**

Predicted DBT for

Average Industry DBT:

Payment Trend Indicator:

Lowest 6 Month Balance:

Highest 6 Month Balance:

**Current Total Account
Balance:**

**Highest Credit Amount
Extended:**

**Median Credit Amount
Extended:**

**Payment Tradelines (see
charts):**

UCC Filings:

Businesses Scoring Worse:

✓ **Bankruptcies:**

✓ **Liens:**

✓ **Judgments Filed:**

✓ **Collections:**

Credit Summary

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Credit Ranking Score: [REDACTED]

The objective of the Credit Ranking Score is to predict payment behavior. High Risk means that there is a significant probability of delinquent payment. Low Risk means that there is a good probability of on-time payment.

Key Score Factors:

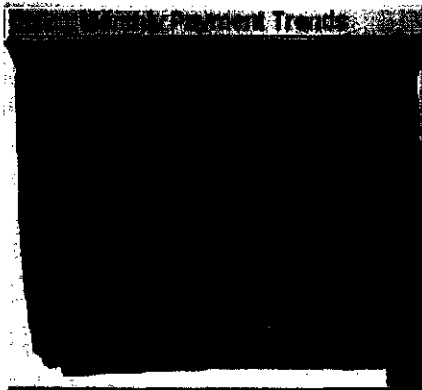
- [REDACTED]
- [REDACTED]
- [REDACTED]

Recommended Action: [REDACTED]

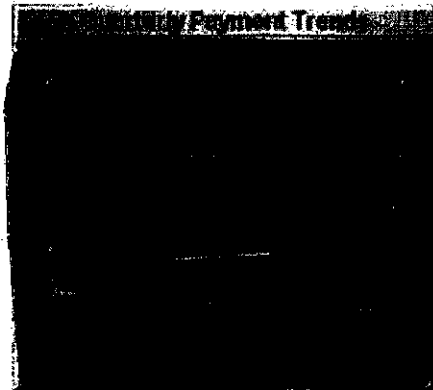
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Payment Summary

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*Percentage of on-time payments by month.



*Percentage of on-time payments by quarter.

Monthly Payment Trends - Recent Activity

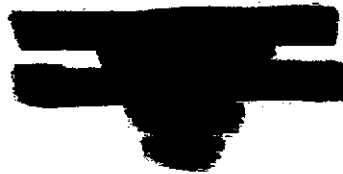
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Quarterly Payment Trends - Recent Activity

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



Number of Accounts: [REDACTED]
Present Balance: [REDACTED]
Highest Balance: [REDACTED]



Number of Accounts: [REDACTED]
Present Balance: [REDACTED]
Highest Balance: [REDACTED]



Number of Accounts: [REDACTED]
Present Balance: [REDACTED]
Highest Balance: [REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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***Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers***

Exhibit C-8 Bankruptcy Information

EMR and its affiliates have not done any reorganization or filed for bankruptcy.

***Energy Management Resources of Missouri, Inc.
Certification Application for Aggregators/Power Brokers***

Exhibit C-9 Merger Information

There has not been any dissolution, merger or acquisition activity by the corporation during the last 5 years.

Affidavit on following page

AFFIDAVIT

State of MINNESOTA

Chgoet ss.
(Town)

County of Carlton:

Thomas Maus, Affiant, being duly sworn/affirmed according to law, deposes and says that:
He/She is the Senior Vice President (Office of Affiant) of Energy Management Resources of Missouri Inc. (Name of Applicant);

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

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

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

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

Thomas J. Mauer
Executive Vice President
Signature of Affiant & Title

Sworn and subscribed before me this 21st day of Sept., 2009
Month Year

Scott L. Elwood
Signature of official administering oath

Scott L. Elwood
Print Name and Title

My commission expires on 1/31/12

Notary Seal

