

FILE

Ohio

Public Utilities
Commission

15-1077-GA-AGG 43

PUCO USE ONLY - Version 1.07		
Date Received	Case Number	Certification Number
	- GA-AGG	

CERTIFICATION APPLICATION
COMPETITIVE RETAIL NATURAL GAS BROKERS /AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit A-16 - Company History*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may directly input information onto the form. You may also download the form by saving it to your local disk.

SECTION A - APPLICANT INFORMATION AND SERVICES

A-1 Applicant intends to be certified as: (check all that apply)

☐ Retail Natural Gas Aggregator ☒ Retail Natural Gas Broker

A-2 Applicant information:

Legal Name Utility Management Corporation of Mississippi
Address 210 E Capitol St, Ste 1100, Jackson, MS 39201
Telephone No. (601) 948-2360 Web site Address www.utilitymanagement.org

A-3 Applicant information under which applicant will do business in Ohio:

Name Utility Management Corporation of Mississippi
Address 210 E Capitol St, Ste 1100, Jackson, MS 39201
Web site Address www.utilitymanagement.org Telephone No. (601) 948-2360

A-4 List all names under which the applicant does business in North America:

Utility Management Corporation
Utility Management Corporation of Mississippi

A-5 Contact person for regulatory or emergency matters:

Name Tony Richard Title Controller
Business Address 210 E Capitol St, Ste 1100, Jackson, MS 39201
Telephone No. (601) 948-2360 Fax No. (601) 352-0521 Email Address tony.richard@utilitymanagement.org

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 Jim Date Processed JUN 10 2015 (CRNGS Broker/Aggregator -Version 1.07) Page 1 of 7

JUN 10 2015

A-6 Contact person for Commission Staff use in investigating customer complaints:

Name Tony Richard Title Controller
Business address 210 E Capitol St, Ste 1100, Jackson, MS 39201
Telephone No. 601-948-2360 Fax No. 601-352-0521 Email Address tony.richard@utilitymanagemer

A-7 Applicant's address and toll-free number for customer service and complaints

Customer service address 210 E Capitol St, Ste 1100, Jackson, MS 39201
Toll-Free Telephone No. Fax No. 601-352-0521 Email Address tony.richard@utilitymanagemer

A-8 Provide "Proof of an Ohio Office and Employee," in accordance with Section 4929.22 of the Ohio Revised Code, by listing name, Ohio office address, telephone number, and Web site address of the designated Ohio Employee

Name Registered Agent Solutions Title
Business address 4568 Mayfield Rd, #213, Cleveland, OH 44121
Telephone No. Fax No. Email Address

A-9 Applicant's federal employer identification number 731528920

A-10 Applicant's form of ownership: (Check one)

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

A-11 (Check all that apply) Identify each natural gas company service area in which the applicant is currently providing service or intends to provide service, including identification of each customer class that the applicant is currently serving or intends to serve, for example: *residential, small commercial, and/or large commercial/industrial (mercantile) customers*. (A mercantile customer, as defined in Section 4929.01(L)(1) of the Ohio Revised Code, means a customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, "Mercantile customer" excludes a not-for-profit customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside this state that has filed the necessary declaration with the Public Utilities Commission.)

<input checked="" type="checkbox"/>	Columbia Gas of Ohio	<input type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Small Commercial	<input checked="" type="checkbox"/>	Large Commercial / Industrial
<input checked="" type="checkbox"/>	Dominion East Ohio	<input type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Small Commercial	<input checked="" type="checkbox"/>	Large Commercial / Industrial
<input checked="" type="checkbox"/>	Duke Energy Ohio	<input type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Small Commercial	<input checked="" type="checkbox"/>	Large Commercial / Industrial
<input checked="" type="checkbox"/>	Vectren Energy Delivery of Ohio	<input type="checkbox"/>	Residential	<input checked="" type="checkbox"/>	Small Commercial	<input checked="" type="checkbox"/>	Large Commercial / Industrial

A-12 If applicant or an affiliated interest previously participated in any of Ohio's Natural Gas Choice Programs, for each service area and customer class, provide approximate start date(s) and/or end date(s) that the applicant began delivering and/or ended services.

☐ Columbia Gas of Ohio

<input type="checkbox"/>	Residential	Beginning Date of Service		End Date	
<input type="checkbox"/>	Small Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/>	Large Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/>	Industrial	Beginning Date of Service		End Date	

☐ Dominion East Ohio

<input type="checkbox"/>	Residential	Beginning Date of Service		End Date	
<input type="checkbox"/>	Small Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/>	Large Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/>	Industrial	Beginning Date of Service		End Date	

☐ Duke Energy Ohio

<input type="checkbox"/>	Residential	Beginning Date of Service		End Date	
<input type="checkbox"/>	Small Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/>	Large Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/>	Industrial	Beginning Date of Service		End Date	

☐ Vectren Energy Delivery of Ohio

<input type="checkbox"/>	Residential	Beginning Date of Service		End Date	
<input type="checkbox"/>	Small Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/>	Large Commercial	Beginning Date of Service		End Date	
<input type="checkbox"/>	Industrial	Beginning Date of Service		End Date	

A-13 If not currently participating in any of Ohio's four Natural Gas Choice Programs, provide the approximate start date that the applicant proposes to begin delivering services:

<input checked="" type="checkbox"/>	Columbia Gas of Ohio	Intended Start Date	6-10-15
<input checked="" type="checkbox"/>	Dominion East Ohio	Intended Start Date	6-10-15
<input checked="" type="checkbox"/>	Duke Energy Ohio	Intended Start Date	6-10-15
<input checked="" type="checkbox"/>	Vectren Energy Delivery of Ohio	Intended Start Date	6-10-15

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- A-14 Exhibit A-14 "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-15 Exhibit A-15 "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 natural gas or electricity to customers in North America.
- A-16 Exhibit A-16 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-17 Exhibit A-17 "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-18 Exhibit A-18 "Secretary of State,"** provide evidence that the applicant is currently registered with the Ohio Secretary of the State.

SECTION 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 current 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 natural gas service, or retail/wholesale electric services.
- B-2 Exhibit B-2 "Experience & Plans,"** provide a current 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 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.
- B-3 Exhibit B-3 "Summary of Experience,"** provide a concise and current summary of the applicant's experience in providing the service(s) for which it is seeking to be certified to provide (e.g., number and types of customers served, utility service areas, volume of gas supplied, etc.).
- B-4 Exhibit B-4 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocations 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 Exhibit B-5 "Disclosure of Consumer Protection Violations,"** disclose whether the applicant, affiliate, predecessor of the applicant, or any principal officer of the applicant has 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 Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation,"** disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail natural gas or retail/wholesale electric service denied, curtailed, suspended, or revoked, or whether the applicant or predecessor has been terminated from any of Ohio's Natural Gas Choice programs, or been in default for failure to deliver natural gas.

☒ 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.

SECTION 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, labeled as 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 whether 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 current financial arrangements to conduct competitive retail natural gas service (CRNGS) 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 CRNGS operation, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer.

- C-6 **Exhibit C-6 "Credit Rating,"** provide a statement disclosing the applicant's current 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 current credit report from Experion, Dun and Bradstreet, or a similar organization.
- C-8 **Exhibit C-8 "Bankruptcy Information,"** provide a list and description of any reorganizations, protection from creditors, or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or since applicant last filed for certification.
- C-9 **Exhibit C-9 "Merger Information,"** provide a statement describing any dissolution or merger or acquisition of the applicant since applicant last filed for certification.

SECTION D – APPLICANT TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- D-1 **Exhibit D-1 "Operations,"** provide a current written description of the operational nature of the applicant's business functions.
- D-2 **Exhibit D-2 "Operations Expertise,"** given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical expertise in performing such operations.
- D-3 **Exhibit D-3 "Key Technical Personnel,"** provide the names, titles, email addresses, telephone numbers, and background of key personnel involved in the operational aspects of the applicant's current business.

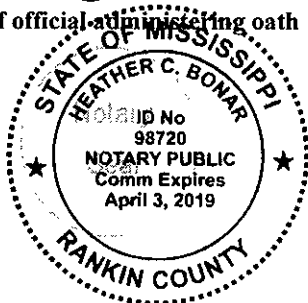
Applicant Signature and Title

[Handwritten Signature] Controller

Sworn and subscribed before me this 9 day of June Month 2015 Year

[Handwritten Signature]
Signature of official administering oath

Heather Bonar, Notary Public
Print Name and Title



My commission expires on

4/3/19



The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service
Affidavit Form
(Version 1.07)

In the Matter of the Application of)
Utility Management Corporation of Mississippi)
for a Certificate or Renewal Certificate to Provide)
Competitive Retail Natural Gas Service in Ohio.)

Case No. [REDACTED] -GA-AGG

County of Hinds
State of Mississippi

Tony Richard [REDACTED] [Affiant], being duly sworn/affirmed, hereby states that:

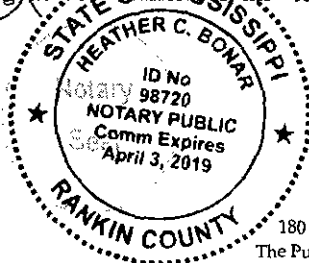
- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

Sworn and subscribed before me this 9 day of June 2015 Year

Heather C Bonar
Signature of Notary Public Administering Oath

Heather C Bonar, Notary Public
Print Name and Title



My commission expires on 4/3/19

Exhibits A11, A12 & A13

Corporate Structure, Principal Offices, & Company History

Utility Management Corporation (UMC) is headquartered in Jackson, MS with a satellite office in Houston, TX and has a current staff of **15 employees**. Since its inception in 1987, UMC has a successful track record in helping commercial industrial, manufacturing, small utilities and universities reduce energy expenditures through consumption analysis, rate and tariff inspection and independent procurement advice. Setting UMC apart from other companies in the energy management advisory field is our unique utility bill management and utility bill payment services.

Based on the powerful EnergyCAP energy efficiency software application, UMC provides Clients with the most reliable and efficient utility bill management tools available. UMC's energy information services helps our Clients reduce energy and utility expenses in numerous ways that include:

- Verify bill – spot errors with over 50 audits
- Secure lower cost supplies from over 30 national energy companies
- Prepare detailed annual budgets, forecasts, accruals for an individual location or the entire company
- Calculate the cost savings attributable to energy management projects
- Track and report greenhouse gas emissions (CO2 footprint)
- EnergyStar portfolio manager interface
- Process bill batches and interface to account software
- Assess the impacts of weather and price changes on consumption forecasts
- Track customized issues related to your energy consumption
- Produce a wide variety of energy management and utilities accounting reports, graphs, rankings, and benchmarks – 250 standard reports

UMC's Natural Gas & Electricity Procurement Services include:

- Review of historical usage patterns for nomination purposes
- Recommendation of pricing structures
- Creation and management of RFP process from inception to completion
- UMC Supply agreements with over 30 qualified strong credit rated energy suppliers
- Analyze Clients' previous energy usage to determine best choice of energy provider and pricing structure
- Obtain quotes from up to 5 suppliers to gain greatest pricing leverage
- Assist Clients in negotiating and finalizing service agreements with energy suppliers
- Aggregation of load where possible
- Determination of hedging options and implementation strategies
- Provide customized energy savings analysis
- UMC procurement services are paid by the energy supplier chosen by the Client

UMC's customer base covers North America, Europe and parts of Asia and includes over 250 energy management and utility bill processing accounts, many have been with UMC for over 15 years. Our customer base is wide ranging include:

- Municipal gas systems and districts
- Industrial
- Educational
- Hotel and lodging
- Restaurants
- Hospitals
- Retail and commercial
- Multi-family properties

UMC Management Team:

W. Howard Randolph – President

Mr. Randolph has over 22 years experience in the energy industry providing energy management services to commercial and industrial clients nationwide. Mr. Randolph orchestrated a successful start-up energy consulting company in 1987 that was later purchased by the Williams Company, a Fortune 200 Corporation in 1997. At Williams, he was responsible for implementing Williams Energy Management retail energy initiatives across the US. In 2002, Howard orchestrated a buy-back of his original company from Williams, and currently serves as President and CEO of Utility Management Corporation. Mr. Randolph graduated from the University of Mississippi in 1976 with a BBA in Marketing.

Tony Richard – Controller

Mr. Richard is the Controller for Utility Management Corporation (UMC) where his responsibilities include managing all the cash flow operations of the company as well as maintaining all the financial reporting for UMC. Prior to joining UMC, Tony worked for Mississippi Valley Gas Company (MVG) for 14 years. He started out as the internal auditor responsible for auditing, updating, and maintaining the day to day accounting procedures for the 36 local office across the state of Mississippi. After that, he moved to the Gas Control Department of MVG where his responsibilities included purchasing all the physical gas for the MVG system as well as managing the company's state wide SCADA system responsible for monitoring and adjusting the system flow of gas. Tony received his Bachelors of Science degrees in Account as well as in Computer Science from Mississippi College.

Robert Mozingo – Chief Information Officer

Mr. Mozingo is the Chief Information Officer of Utility Management Corporation. Prior to joining UMC, Robert was a Senior Systems Analyst for the Mississippi Department of Health where he implemented, managed, and trained staff on incident command and frontline bio-terror surveillance applications. Since joining UMC, Robert has managed the setup and implementation of just under 1,000 sites in the EnergyCAP energy management system while maintaining network and database integrity, security, and redundancy operations of our multiple server locations.

Gail Blackburn – Vice President of Energy Operations

Ms. Blackburn, one of the original founders of Utility Management Corporation, has over 34 years experience in the natural gas industry. That experience encompasses service with a local distribution company, a major interstate pipeline company and two marketing companies. Gail has experience with natural gas rates, marketing, contracts, business development, billing and customer service. She is currently responsible for the operational requirements of our natural gas clients with duties that include nominations, scheduling, balancing, invoicing, rate analysis and budgeting. Gail is a graduate of Mississippi State University with a degree in secondary mathematics education.

All above officers may be reached at:

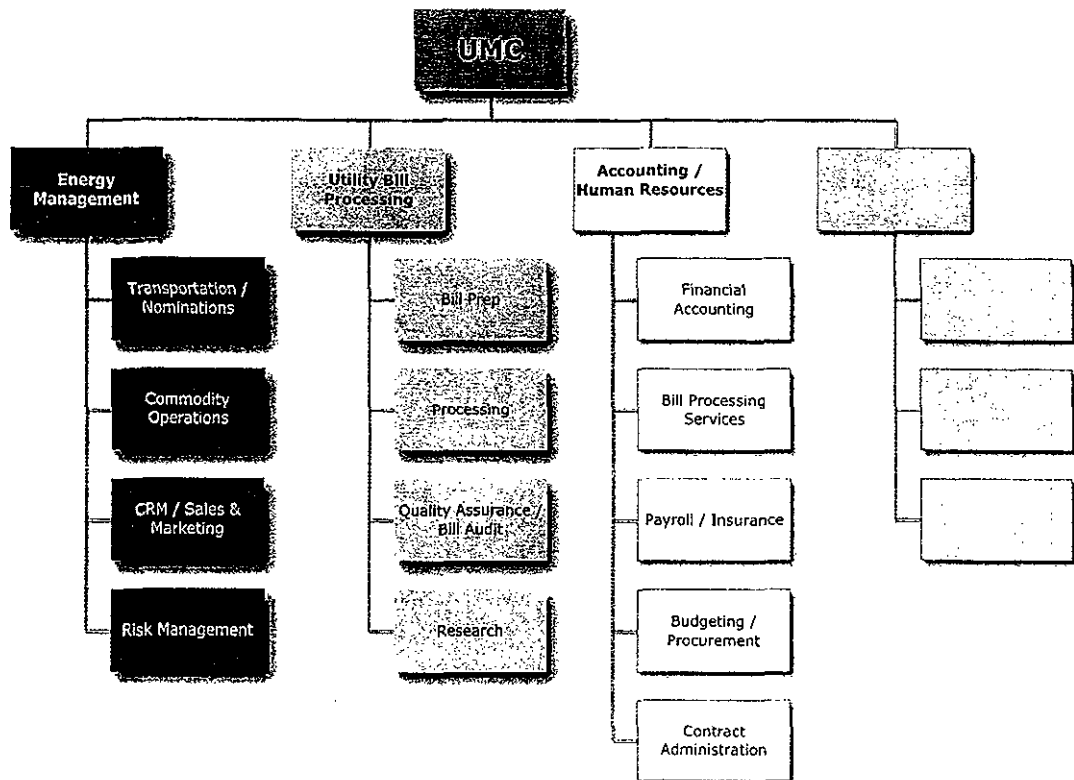
**Utility Management Corporation
210 East Capitol Street, Suite 1100
Jackson, MS 39201**

Phone: 601-948-2360

Fax: 601-352-0521

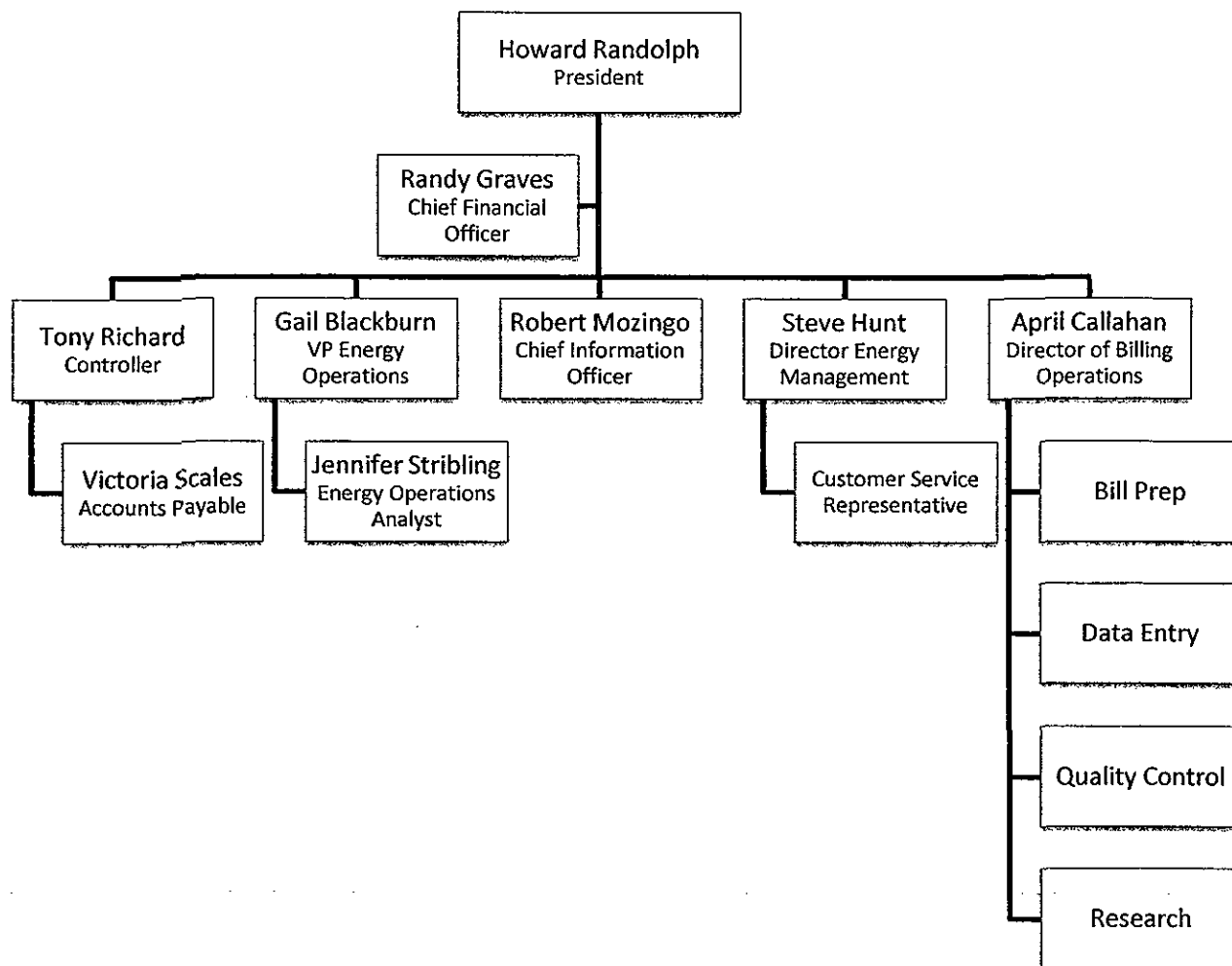
Exhibit A-12 "Corporate Structure"

Utility Management Corporation Functional Organization





Utility Management Corporation Organizational Chart



State of Mississippi

Office of the Secretary of State
C. Delbert Hosemann, Jr., Secretary of State
Jackson, Mississippi

CERTIFICATE

I, C. DELBERT HOSEMAN, JR., Secretary of State of the State of Mississippi, and as such, the legal custodian of the corporate records, required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on February 6, 2006, the State of Mississippi issued a Charter/Certificate of Authority to:

UTILITY MANAGEMENT CORPORATION

That the state of incorporation is MISSISSIPPI.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.



Given under my hand
and seal of office
November 6, 2009

C. Delbert Hosemann, Jr.

C. Delbert Hosemann, Jr.
Secretary of State

F0001 - Page 1 of 2

OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
P.O. BOX 136, JACKSON, MS 39205-0136 (601) 359-1333
Articles of Incorporation



The undersigned, pursuant to Section 79-4-2.02 (if a profit corporation) or Section 79-11-137 (if a nonprofit corporation) of the Mississippi Code of 1972, hereby executes the following document and sets forth:

1. Type of Corporation



Profit



Nonprofit

2. Name of the Corporation

Utility Management Corporation of Mississippi

3. The future effective date is
(Complete if applicable)

4. FOR NONPROFITS ONLY: The period of duration is years or perpetual

5. FOR PROFITS ONLY: The Number (and Classes) if any of shares the corporation is authorized to issue is (are) as follows:

Classes

of Shares Authorized

If more than one (1) class of shares is authorized, the preferences, limitations, and relative rights of each class are as follows:

Common

10,000

(See Attached)

6. Name and Street Address of the Registered Agent and Registered Office is

Name

William E. Dossett

Physical Address

633 North State Street (39202)

P.O. Box

427

City, State, ZIP5, ZIP4

Jackson

MS

39205 -0427

7. The name and complete address of each incorporator are as follows

Name

W. Howard Randolph

Street

210 E. 3rd CAPITAL ST, STE 1100

Articles of Incorporation



City, State, ZIP5, ZIP4

Jackson

MS

39201 -

Name

Street

City, State, ZIP5, ZIP4

Name

Street

City, State, ZIP5, ZIP4

Name

Street

City, State, ZIP5, ZIP4

8. Other Provisions

See Attached

9. Incorporators' Signatures (please keep writing within blocks)

William H. Rouse



DATE	DOCUMENT ID	DESCRIPTION	FLING	EXPED	PENALTY	CERT	COPY
03/02/2010	201006100173	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	.00	.00	.00	.00

Receipt

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

UNISEARCH, INC.
4694 CEMETERY RD
PMB 217
HILLIARD, OH 43026

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1918145

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
**UTILITY MANAGEMENT CORPORATION OF MISSISSIPPI (UTILITY MANAGEMENT
CORPORATION)**

Document(s):

FOREIGN LICENSE/FOR-PROFIT

Document No(s):

201006100173

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 25th day of February, A.D. 2010.

Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
Columbus, Ohio: (614) 466-3910
Toll Free: 1-877-SCS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busson@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
<input type="radio"/> Yes	PO Box 1390 Columbus, OH 43216
** Excludes an additional fee of \$100 **	
<input type="radio"/> No	PO Box 870 Columbus, OH 43216

FOREIGN CORPORATION APPLICATION FOR LICENSE OR REGISTRATION OF CORPORATION NAME (For Foreign Profit or Non-Profit)

THE UNDERSIGNED HEREBY STATES THE FOLLOWING:

(CHECK ONLY ONE) (1) ONLY

(1) Foreign Corporation	(2) Registration of Corporate Name by Unincorporated Foreign Corporation
<input checked="" type="checkbox"/> For Profit (profitable)	<input type="checkbox"/> Original (168-RCS)
<input type="checkbox"/> Non-Profit (not-for-profit)	<input type="checkbox"/> Renewal (172-RNR-RCS) ORC 1703
ORC 1703	Registration No.
Filing Fee \$135.00	Filing Fee \$25.00

Complete the personal information in this section for the box checked above.

Corporate Name: Utility Management Corporation

Under the Laws of the State of MS
(Please State)

Date of Incorporation in Home State: 2/06/2008
(Date)

The corporation's principal office is located at
2800 Lakeland Drive
Flowood MS 39232
(City) (State) (Zip Code)

NOTE: P.O. Box Addresses are NOT acceptable.

The corporate purpose it proposes to exercise in the state of Ohio are as follows: (Please provide a brief but specific description; a general purpose clause is not sufficient)
Utility Management Corporation is an energy management firm

The corporation is carrying on or doing business.
☐ Check here if additional provisions are attached

RECEIVED
SECRETARY OF STATE
2008 FEB 25 PM 2:12
CLIENT SERVICE CENTER



Prescribed by:
The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-667-3453)

www.sos.state.oh.us
e-mail: busdev@sos.state.oh.us

RESOLUTION OF FOREIGN CORPORATION TO QUALIFY UNDER AN ASSUMED NAME

(Foreign, Profit or Nonprofit)
(161-ELA)

The undersigned hereby certifies that the Board of Directors of

Utility Management Corporation
(Name of Corporation)

a foreign corporation desiring a license to transact business in Ohio, did on: 2/10/10 adopt the following
(date)
resolution, to wit:

RESOLVED, that the corporation is hereby directed to make application for a license to transact business in Ohio

under the assumed name of Utility Management Corporation of Mississippi

and that the corporation will transact business in Ohio only under such assumed name.

Signature: [Signature]

(Officer)

Print Name: Tony S. Richards

Title: Controller

Complete the information in this section if Box 19 is checked.

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

Registered Agent Solutions, Inc.
 (Name)
 3300 Mayfield Rd., Suite 213
 (Address)
 (NOTE: P.O. Box addresses are NOT acceptable.)
 Cleveland Ohio 44121
 (City) (State) (Zip Code)

The entity above irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

A. the agent cannot be found or
 B. the above listed fails to designate another agent when required to do so, or
 C. the above stated registration to do business in Ohio expires or is cancelled

Complete the information in this section if Box 19 is checked in Part 1:

The application is made to secure a: ☒ permanent ☐ temporary license

The corporation's principal office within Ohio is to be located in ☒ Corporation will not have an office in Ohio

(City) (County) (State) (Zip Code)

(NOTE: P.O. Box addresses are NOT acceptable.)

Has the corporation obtained a license to transact business in Ohio at any time in the past? ☐ Yes ☒ No
 If yes, prior license No. _____ issued _____ (Date)

The date on which the corporation began transacting business in Ohio

☒ Date 2/12/2010
 OR
☐ Will begin business upon approval of application

Is this application being made to enable the corporation to prosecute or defend a legal action? ☐ Yes ☒ No

Complete the information in this section if Box 19 is checked in Part 1:

The location of its principal office in the state of Ohio is:

(City) (County) (State) (Zip Code)

(NOTE: P.O. Box addresses are NOT acceptable.)

(City) (County) (State) (Zip Code)

(Pursuant to ORC 1703.27 must have an Ohio address)

SS.

IN WITNESS WHEREOF, the corporation has caused this application to be executed by an authorized officer on 11/28/10

STATE OF Mississippi
COUNTY OF Hinds

Tony Richard _____, being first duly sworn, deposes and says that he/she is the
(Name of Officer)

Controller _____ of Utility Management Corporation
(Title)

the corporation described in the foregoing application, and that the statements contained in said application are true, and correct to the best of my knowledge and belief.

Signature: [Signature]

Name: Tony S. Richard

Sworn to before me and subscribed in my presence.

11-28-10
(Date)

[Signature]
(Notary Public)

Expiration date of Notary's Commission: 12-13-11
(Date)



State of Mississippi

Office of the Secretary of State
C. Delbert Hosemann, Jr., Secretary of State
Jackson, Mississippi

CERTIFICATE

I, C. DELBERT HOSEMAN, JR., Secretary of State of the State of Mississippi, and as such, the legal custodian of the corporate records, required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on February 6, 2006, the State of Mississippi issued a Charter/Certificate of Authority to:

UTILITY MANAGEMENT CORPORATION

That the state of incorporation is MISSISSIPPI.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.



Given under my hand
and seal of office
November 6, 2009

C. Delbert Hosemann, Jr.

C. Delbert Hosemann, Jr.
Secretary of State

Certification Number: 11594203-2 Page 1 of 1 Reference:
Verify this certificate online at <http://business.sos.state.ms.us/corp/soekt/verify.asp>

Exhibits B-1, B-2, & B-3

Jurisdiction of Operation, Experience & Plans, & Summary of Experience

UMC is a national energy consulting company providing utility bill payment, risk management and procurement services for electricity and natural gas. UMC has no complaints recorded or filed against them in any State and has over a 95% Client retention rate over the past 5 years.

History

UMC was founded in 1987 to provide natural gas marketing services for the new deregulated natural gas market. These customers for the first time could purchase gas from another source other than the pipeline company.

In 1989, UMC decided that the real niche service needed by the end user focused more on procurement advice. At that time, the customer was forced to deal with issues concerning the commodity, transportation, and the new natural gas futures market.

The company was transformed from a pure natural gas marketing company into a company that helped the end user make decisions on all aspects of natural gas management. This change allowed UMC to sign longer term agreements with their customers, and switch from a regional marketing company to a national energy management service provider. Since 1996, when electricity markets began de-regulation, UMC has been working with their Client's on electricity demand, rate and tariff audits in regulated markets, and procurement strategies in open markets.

UMC is licensed to broker electricity in ERCOT (Texas) and PJM and have over 250 current customers being served by a variety of Retail Electric Providers.

In 2005, UMC developed a utility bill payment outsourcing service based on the powerful EnergyCAP energy efficiency software application. UMC has a license to use EnergyCAP as an outsource provider providing unique access to the tools developed by Good Steward-Software.

Today, Utility Management provides energy management and energy information services to commercial and industrial end users, multi-family housing communities and municipalities throughout North America.

Products and Services

The Company's products and services can be segmented into two distinct categories including Energy Management and Brokering Services and a Utility Bill Processing and Energy Information Service.

Energy Management and Brokering Services

AT the core of UMC's expertise, and the foundation of its 22 year track record with existing Clients, is energy management and procurement assistance for natural gas and electricity. These services include:

- Commodity procurement strategies
- Risk management strategies
- Contract negotiations
- Rate and Tariff analysis
- Transportation / Storage
- Invoicing
- Market research
- Account management

UMC will continue to provide these services to the existing client base and focus on specific verticals to expand this revenue source, including electricity and natural gas supply services in de-regulated markets.

Energy Commodity and Brokering Services

Renewed focus on electricity de-regulation has reinvigorated and expanded the opportunity for UMC to capture significant margins through referral agreements of energy contracts for natural gas and electricity. This service provides assistance to our Clients to understand the historical aspects of their energy use revealed through UMC's energy information service bureau; structuring appropriate procurement strategies, developing and issuing Requests for Proposals from competing Retail Energy Providers (REP), analyzing quotes received from responding REP's, assisting in contract negotiations, and providing periodic audits of energy expenses.

Free from the administration of a proprietary portfolio and the risk position of taking title to the commodity, UMC will endeavor to provide an unbiased approach in securing supplies by representing our customers to the market to enable them to find the lowest priced and most reliable supply available.

Exhibit C-1 Annual Reports

Utility Management Corporation is a privately held company. Therefore, UMC does not have annual reports.

Exhibit C-2 SEC Filings

Utility Management Corporation is a privately held company. Therefore, UMC does not file 10-K/8-K Filings with the SEC

UTILITY MANAGEMENT CORPORATION

Balance Sheet

As of December 31, 2014

3:58 PM

06/08/2015

Accrual Basis

Dec 31, 14

C-3

ASSETS

Current Assets

Checking/Savings

105 · CASH IN BANK-TRUSTMARK 55,191.87

107 · Metropolitan Bank - BP Fees 133,066.76

Total Checking/Savings 188,258.63

Accounts Receivable

126 · *Accounts Receivable 138,813.04

130-1 · ACCTS RECEIVABLE-MGT FEE 61,887.27

130-2 · ACCTS RECEIVABLE-BPS 32,630.36

131 · PREPAID-RELIANT -0.32

Total Accounts Receivable 233,330.35

Total Current Assets 421,588.98

Fixed Assets

150 · MACHINES & EQUIPMENT 105,750.53

151 · Data Hosting Equip & Software 21,551.01

152 · FURNITURE & FIXTURES 28,597.95

153 · Property -0.30

155 · Tenant Improvements 12,246.32

160 · TRANSPORTATION EQUIPMENT 27,844.19

165 · ACCUMULATED DEPRECIATION -97,247.88

Total Fixed Assets 98,741.82

TOTAL ASSETS 520,330.80

UTILITY MANAGEMENT CORPORATION

Balance Sheet

As of December 31, 2014

3:58 PM

06/08/2015

Accrual Basis

Dec 31, 14

C-3

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

2000 · *Accounts Payable 184,520.77

Total Accounts Payable 184,520.77

Credit Cards

American Express 1,425.37

Total Credit Cards 1,425.37

Other Current Liabilities

210 · ACCOUNTS PAYABLE -146,245.44

212 · Funds for CC Payment -19,226.77

218 · ACCRUED INTEREST PAYABLE

218A · ACCRUED INT PAYABLE - WHR 57,471.62

218 · ACCRUED INTEREST PAYABLE - Other 214,500.00

Total 218 · ACCRUED INTEREST PAYABLE 271,971.62

225 · LOAN FROM SHAREHOLDER 233,737.36

231 · Metropolitan - Line of Credit 29,894.92

250 · Notes payable - Millard/Jackson 359,222.00

Total Other Current Liabilities 729,353.69

Total Current Liabilities 915,299.83

Long Term Liabilities

241 · Notes Payable -0.15

244 · Note Payable - Nissan 42,176.22

248 · Note Payable - MetropolitanBank 97,071.92

Total Long Term Liabilities 139,247.99

Total Liabilities 1,054,547.82

Equity

3000 · Opening Bal Equity -0.09

3001 · COMMON STOCK 1,000.42

310 · PAID IN CAPITAL 106,022.00

3900 · *Retained Earnings -776,017.36

Net Income 134,778.01

Total Equity -534,217.02

TOTAL LIABILITIES & EQUITY 520,330.80

C-3

UTILITY MANAGEMENT CORPORATION
Profit & Loss - CFY
 January through December 2014

11:03 AM

02/17/2015

Accrual Basis

	TOTAL
Ordinary Income/Expense	
Income	
405 · MANAGEMENT FEES	685,054.35
412 · Bill Pay Service Income	520,923.91
413 · Procurement Fees	88,264.82
414 · Comdata Revenue	355,472.86
Total Income	1,649,715.94
Gross Profit	1,649,715.94
Expense	
550 · Late Fees	10.25
601 · ACCOUNTING	31,289.14
604 · AUTOMOBILE	3,343.93
605 · BANK CHARGES	
605A · BANK CHARGES - CC Fees	5,753.56
605 · BANK CHARGES - Other	10,616.58
Total 605 · BANK CHARGES	16,370.14
616 · BUSINESS GIFTS	5,077.03
618 · BUSINESS PROMOTION	3,617.99
620 · CONSULTANTS	0.00
621 · CONTRACT LABOR	12,007.63
622 · CONTRIBUTIONS	2,100.00
623 · COMMISSION	
623C · COMMISSION - Fortis	54,544.81
Total 623 · COMMISSION	54,544.81
625 · CONVENTIONS & SEMINARS	2,633.60
630 · DEPRECIATION	5,072.00
631 · DUES & SUBSCRIPTIONS	6,790.35
632 · DUES - PROFESSIONAL	650.00
635 · ENTERTAINMENT & MEALS	16,667.53
636 · EQUIPMENT LEASE	11,574.83
637 · DATA HOSTING	22,046.45
640 · INSURANCE-GENERAL	36,894.00
641 · INSURANCE - PROFESSIONAL LIAB	1,769.63
642 · INSURANCE - WORKERS COMP	2,348.66
643 · INSURANCE - AUTOMOBILE	1,284.04
644 · INSURANCE - BONDS	300.00
645 · INTEREST	
645A · INVESTORS	25,200.00

C-3

	<u>TOTAL</u>
645B · WHR	13,281.17
645 · INTEREST - Other	9,216.59
Total 645 · INTEREST	<u>47,697.76</u>
646 · INTERNET/EMAIL	3,891.85
648 · LEGAL	11,912.18
650 · LICENSES & FEES	
650A · LICENSES & FEES - GOOD STEWARD	33,822.34
650 · LICENSES & FEES - Other	1,552.25
Total 650 · LICENSES & FEES	<u>35,374.59</u>
656 · Moving Expenses	14,645.29
660 · OFFICE SUPPLIES	
660A · Janitorial Supplies	347.28
660 · OFFICE SUPPLIES - Other	6,410.67
Total 660 · OFFICE SUPPLIES	<u>6,757.95</u>
661 · Office Expense	4,224.54
662 · PARKING	3,329.00
665 · POSTAGE & SHIPPING	3,295.62
670 · RENT	118,928.04
671 · Utilities	
671A · Electricity	5,718.21
671B · Natural Gas	760.12
671C · Water	426.28
671D · Janitorial	8,500.00
671E · Trash Removal	1,479.10
671F · Cable	1,029.95
671G · Lawn Care	2,212.52
671H · Pest Control	88.19
Total 671 · Utilities	<u>20,214.37</u>
679 · Directors Fees	12,000.00
681 · PERSONNEL PLUS	
681A · ENERGY MANAGEMENT	384,005.93
681B · SERVICE BUREAU	569,189.58
Total 681 · PERSONNEL PLUS	<u>953,195.51</u>
685 · STATIONERY & PRINTING	732.77
687 · TAXES-OTHER	1,416.77
692 · TELEPHONE	
692A · Cellular Phone	11,700.41
692 · TELEPHONE - Other	8,263.51
Total 692 · TELEPHONE	<u>19,963.92</u>

C-3

	<u>TOTAL</u>
693 · TRAVEL EXPENSES	
693A · Airfare	1,800.58
693B · Lodging	7,454.99
693C · Rental Car	787.16
693D · Mileage	4,387.67
693E · Fuel	5,616.22
693 · TRAVEL EXPENSES - Other	<u>0.00</u>
Total 693 · TRAVEL EXPENSES	<u>20,046.62</u>
695 · MEALS-OTHER	313.21
6999 · Uncategorized Expenses	<u>0.00</u>
Total Expense	<u>1,514,332.00</u>
Net Ordinary Income	135,383.94
Other Income/Expense	
Other Income	
705 · MISCELLANEOUS INCOME	<u>1,327.96</u>
Total Other Income	<u>1,327.96</u>
Net Other Income	<u>1,327.96</u>
Net Income	<u><u>136,711.90</u></u>



CHAMPION
ENERGY SERVICES

INDEPENDENT BROKER AGREEMENT

This **INDEPENDENT BROKER AGREEMENT** ("Agreement") is entered into as of the date set forth below, is made by and between Champion Energy Services, LLC ("Champion") and Utility Management Corporation ("Broker"). Champion and Broker may be individually referred to as "Party" or collectively as "Parties".

RECITAL OF FACTS

WHEREAS, Champion is in the business of selling retail electric service to commercial and industrial customers within the ERCOT service territory;

WHEREAS, Broker is in the business of representing commercial and industrial businesses within the ERCOT service territory that buy electricity for their businesses;


WHEREAS, Champion and Broker wish to enter into transactions whereby Broker may refer potential customers to Champion from time to time; and

WHEREAS, the Parties wish to set out the terms and conditions under which they will conduct their future business relationship;

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. SALES PROCESS

Throughout the term hereof, Broker may disclose to Champion the identity of potential commercial and industrial customers that are in the market for retail electric service ("Customer(s)"). When Broker refers Customers to Champion, the identity of the Customer shall be accompanied by all pertinent information in Broker's possession relating to the Customer, the product needs of the Customer, and either the most recent 12-month historical load information for the Customer or a signed Customer release form enabling Champion to obtain Customer's historical load information. Following receipt of such information from Broker, Champion will determine whether it will make an offer to serve the Customer's electricity demands as specified in the information provided by Broker, and if so, Champion will determine pricing and other offering information for presentation to Customer by Broker. Broker shall then work with Customer to obtain an executed written contract for electric service ("Customer Agreement") or, alternatively, if necessary or advantageous, Broker shall request Champion to deal directly with the Customer to negotiate an applicable Customer Agreement. All Customer Agreements shall be in form and substance satisfactory to Champion in its discretion. If such a Customer Agreement is not executed within 180 days of Champion's initial receipt of the Customer information from Broker, then no compensation will be payable to Broker under this Agreement. Champion shall provide Broker, in writing, with a base price applicable to each potential Customer that Broker delivers their information to Champion and that for which Champion elects to provide a bid. The Broker shall have the option of adding an additional amount ("Bounty") to the base price prior to presenting to the Customer. This base price plus the Bounty shall represent the final contracted price to the Customer, if accepted. It is expressly agreed that when Broker shows Champion's pricing and other information to Customer along with pricing and other information from other competitive retailers, Broker will make certain that the information is as comparable as reasonably possible, specifically that the Bounty to be paid to Broker is equivalent.

 Broker

Champion 

2. COMPENSATION

For each Customer procured for Champion as a direct result of Broker's efforts, Champion will pay Broker the amounts pursuant to Schedule A attached hereto ("Broker Fees"). In the event of a conflict between multiple Brokers concerning the same procured Customer, Champion's then-current bid submission process(es) will determine payment for the Customer. Champion shall never pay Broker Fees for the same Customer to more than one Broker. Broker Fee will be paid to Broker on or before the 20th day of each month for any Broker Fees earned during the previous calendar month. Champion may, if required by law, disclose to any customer (or any governmental entity) the fees it is paying to the Broker for the services it provides hereunder. In addition, Broker shall not withhold disclosure to Customer that Broker will receive a fee in conjunction with Customer's retail electric service.

3. TERM AND TERMINATION

The term of this Agreement will commence on the date set forth on the signatory page ("Effective Date") of this Agreement and will remain in effect until terminated by either Party for any reason (with or without cause) upon thirty (30) days prior written notice. Termination may be immediate if imminent, irreparable harm is possible. Any future Broker Fees due under this Agreement will remain payable until the underlying Customer Agreement(s) for which the Broker Fees are attributable either terminate or expire. If at any time following the execution of the Customer Agreement, there exists an event of force majeure, default, or change in law, regulatory action or judicial action that would give rise to, or require termination, suspension or modification of the Customer Agreement, then Champion may terminate or reasonably amend this Agreement without liability, penalty or damage to Broker, but will remain liable for any and all Broker Fees earned up to the termination, suspension or modification date of the Customer Agreement and which are otherwise due under this Agreement.

4. ACCEPTANCE OF CUSTOMERS

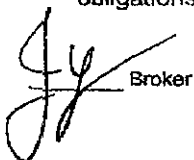
The receipt of any information from Broker pursuant to Section 1 above shall in no way obligate Champion to bid or to enter into any Customer Agreement. The decision as to whether to proceed with any transaction with Customer is at the sole discretion of Champion and Champion may or may not elect to offer electric service to any Customer. If Champion elects not to offer electric service to the Customer or if Champion elects at any point following receipt of the information from Broker described in Section 1, to terminate negotiations or discussion with Customer, Champion may do so in its sole discretion and shall in such event have no liability to Broker whatsoever.

5. CURE PERIOD

If either Party fails in the performance of its obligations under this Agreement at any time during the Term, then the other party (the "Non-Defaulting Party") shall provide notice of such failure to perform to the defaulting Party (the "Defaulting Party"). Following receipt of such notice, the Defaulting Party shall have ten (10) Business Days to cure the event of default described in the notice. If such event of default is not cured within ten (10) Business Days following the Defaulting Party's receipt of notice, then the Non-Defaulting Party may terminate this Agreement and pursue such other remedies as may be available to the Non-Defaulting Party at law or in equity (but subject to the limitations provisions set forth below).

6. INDEMNIFICATION

Each Party will defend, indemnify, and hold harmless the other Party and its owners, officers, directors, employees, parent company(s), members and agents, from and against any and all liabilities, claims, charges, fees, penalties or fines incurred or claimed and resulting from or related to: (i) any breach or default of its respective tax obligations hereunder; (ii) any of its negligent acts or omissions or willful misconduct or any such act, omission or conduct on the part of its employees or agents; or (iii) claims from third parties used or employed by the Parties in furtherance of this Agreement. These indemnification obligations will survive termination or expiration of this Agreement.

 Broker

Champion 

7. JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of the State of Texas without application of applicable conflicts of laws. Venue for any controversy will be in the state district court in Harris County, Texas.

8. RELATIONSHIP OF PARTIES

This Agreement does not, and shall not be deemed to, create any type of agency, joint venture, employment, franchise or similar relationship between Champion and Broker. Broker will not represent itself as having any relationship to Champion other than as an independent broker for the limited purpose of the referral of potential electric service Customers. Neither Party has, nor will it represent itself as having, the ability to represent, obligate or restrict the other Party, and neither Party will conduct any act or make any statement that disparages, criticizes or otherwise damages the reputation of the other Party. Broker shall be solely responsible for all of its business expenses, including but not limited to: its employee salaries and expenses; its taxes; etc. in performance of its services hereunder.

9. FULL AGREEMENT

This Agreement and attached Schedule(s) represent the full and final agreement between the Parties relating to the subject matter set forth in this Agreement. This Agreement may only be amended by written instrument executed by each of the respective Parties.

10. ASSIGNABILITY

This Agreement shall be binding upon each of the Parties and their respective successors and assigns. Neither Party may assign this Agreement without the express written consent of the other Party which consent shall not be unreasonably withheld. However, either Party may assign this Agreement to its parent company or any of its parent company's subsidiaries ("Affiliates") without the written consent of the other Party.

11. NO LIABILITY

Neither Party to this Agreement (Nor their respective partners, shareholders, employees, officers or directors) shall be liable for any special, consequential, indirect, punitive or exemplary damages without regard to whether such damages arise in contract, in tort, or otherwise.

12. NOTICES


Notices shall be sent to the following:

For Champion:
Champion Energy Services, LLC
Attn: Robert Doty
7904 N. Sam Houston Pkwy, Suite 200
Houston, Texas 77064
Fax: (281) 781-0360

For Broker:
Utility Management Corporation
Attn: Jeffrey S. Young
111 E. Capital Street, Suite 280
Jackson, MS 39201
(601) 352-0521

13. NON-EXCLUSIVE

Broker understands and acknowledges that this Agreement gives no exclusive right to sell the products and services of Champion, and that Champion may sell its products and services through a direct sales force, other independent Brokers or any other means it deems appropriate.

 Broker

Champion 

14. TRADEMARKS AND TRADENAMES

Broker may represent that it is offering electricity service through Champion. Neither Party will otherwise use, directly or indirectly, and trademarks, trade names, and/or service marks, or logo types of the other Party, in any manner, except in a manner and form that the other Party may prescribe in writing from time to time. Both Parties acknowledge that this Agreement does not confer any goodwill or other interest in any trademarks upon the other Party. Broker will comply with all sales and marketing policies and procedures that Champion may establish from time to time for Broker to perform its services required hereunder and it will coordinate all of its activities under this Agreement with Champion's designated contact.

15. CONFIDENTIALITY

Each Party will keep in confidence (and not disclose) the terms of this Agreement and any applicable Schedule to any third party (other than the Parties' and their affiliates' employees, lenders, counsel, consultants, or accountants who have agreed to keep such terms confidential), except in order to comply with and applicable law, order, regulation or exchange rule. In the event such disclosure is ordered or required, the disclosing Party will notify the other Party as soon as reasonably able. The Parties will be entitled to all remedies at law or equity to enforce this confidentiality obligation. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): trade secrets, inventions, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in any stage of development, source codes, object codes, research and development procedures, marketing techniques and materials, marketing and development plans, price lists, pricing policies, pricing models, business plans, information relating to customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files. Neither Party will disclose the other Party's Confidential Information to any other party without the express written consent of the Other Party prior to disclosure.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts all of which shall be representative of a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the 15th day of December, 2006.

CHAMPION ENERGY SERVICES, LLC


By: 

Robert Doty, President

BROKER: Utility Management Corporation


Name: Jeffrey S. Young

Title: Vice President


Broker

May 18 07 09:31a Utility Management Corp.

281-854-2232

p.1

May 18 07 07:31a

p.2

C-4



Master Broker Agreement

Utility Management Corporation, a Mississippi corporation ("Broker"), and Constellation NewEnergy, Inc., a Delaware corporation ("NewEnergy"), enter into this Master Broker Agreement (the "Master Broker Agreement") as of the later date set forth under the Parties' signatures below (the "Effective Date"). NewEnergy and Broker are sometimes referred to individually as a "Party" and collectively as the "Parties." This Master Broker Agreement sets forth the framework for Broker's referral of prospective customers to NewEnergy from time to time. Any compensation of Broker for a successful referral shall be governed by, and contingent upon the Parties' execution of, a separate compensation schedule (a "Compensation Schedule") in the general form attached as Schedule A. Each Compensation Schedule, if any, shall set forth certain commercial and other terms for the brokerage of electricity transactions in a designated geographic region and/or for a particular customer or customers, and following execution and delivery by both Parties, shall become effective and be subject to this Master Broker Agreement. The executed Compensation Schedule(s), if any, along with this Master Broker Agreement are sometimes collectively referred to herein as the "Agreement". The Parties agree as follows:

1. **DEFINED TERMS.** Capitalized terms not otherwise defined in this Master Broker Agreement will have the meanings set forth below or in the Compensation Schedule(s).

"Affiliate" of a Party means any person or entity controlled by, that controls, or that is under common control with, such Party. The term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Party, whether through the ownership of voting securities, by contract, or otherwise.

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

"Customer" means a Prospect that has executed a Customer Agreement.

"Customer Agreement" means any written agreement executed by NewEnergy and a Prospect, in which Broker was instrumental in consummating the transaction. In circumstances where a Prospect and NewEnergy enter into a master electricity supply agreement, they shall only be deemed to be party to a Customer Agreement at such times and both parties execute and deliver a pricing schedule (or the like) thereunder pursuant to which the Prospect becomes obligated to purchase electricity from NewEnergy.

"Geographic Region" means the state(s) and/or utility service territories identified on any executed Compensation Schedule(s). The Parties may expand the Geographic Region by executing additional Compensation Schedules from time to time.

"Governing Jurisdiction" shall have the meaning set forth in the Compensation Schedule(s); provided that the Governing Jurisdiction shall be deemed to be the State of New York if a matter arising under this Agreement involves Compensation Schedules with more than one Governing Jurisdiction, the Parties have not yet entered into a Compensation Schedule, or no Compensation Schedule is otherwise then in force.

"Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, rule of the public utilities commission, public service commission, independent system operator, regional transmission organization, or similar state commission, agency or body having jurisdiction over the Parties, electricity transactions, utilities or electricity transmission or distribution systems.

"Notice Period" shall have the meaning set forth in the Compensation Schedule(s).

"Payment Data" shall have the meaning set forth in the Compensation Schedule(s).

C-4

"Prospect" means an entity eligible to select a retail electricity supplier, located within the Geographic Region and submitted to NewEnergy by Broker, along with the requisite Prospect Data, for NewEnergy's evaluation.

"Prospect Register" means NewEnergy's data management system(s) (whether or not specifically designated as such) for tracking prospective customers in the Geographic Region and for associating those prospective customers with a lead source, such as NewEnergy, any broker (including Broker) or other third party, as applicable, for payment of commission and other data management purposes.

"Utility" means the local electricity distribution company owning and/or controlling and maintaining the distribution system required for delivery of electricity to Prospect accounts.

2. BROKER PROSPECTS. Broker acts as the representative for commercial and industrial businesses or other non-residential customers within the Geographic Region that buy retail electricity and related services. During the term of the Agreement, Broker shall provide NewEnergy with written information regarding customers on whose behalf Broker is authorized to act ("Prospects") in connection with the purchase of retail electricity and related services, including but not limited to, the following information, as well as any additional information designated in the applicable Compensation Schedule(s) (collectively, "Prospect Data"):

- (a) legal name of company or business, state of organization, and business address;
- (b) DUNS Number, tax identification number, credit contact name, telephone number, fax number and e-mail address;
- (c) account and meter number(s), service addresses, copies of electric service bill(s), usage information in electronic format and hard copy for both monthly and interval meters, usage information contact name, telephone number, fax number and e-mail address;
- (d) Utility customer information release form signed by the Prospect, whereby Prospect designates NewEnergy to the Utility as an authorized recipient of Prospect's current and historical energy billing and usage data, meter and account number, and other customer information;
- (e) billing address, billing contact name, number, fax number and e-mail address; and
- (f) notice address, notice contact name, number, fax number and e-mail address (must be an employee and/or authorized representative of the Prospect), Prospect profiles, buying habits and patterns, pricing information (including pricing information of competitors), decision-making processes, and all other information relevant to the buying decision of the Prospect.

During the term of the Agreement, Broker shall (i) notify NewEnergy in writing of any changes to the Prospect Data promptly after Broker becomes aware of such change; (ii) periodically report to NewEnergy regarding the status of discussions with Prospects and/or communications to Customers, and (iii) coordinate with NewEnergy any activities relative to Customers.

3. QUALIFICATION AND REGISTRATION OF PROSPECTS BY NEWENERGY. NewEnergy is in the business of selling electricity and related services to commercial and industrial customers and other non-residential organizations. NewEnergy will review the Prospect Data provided by Broker, as well as any other information NewEnergy may collect independently and make a determination, in NewEnergy's sole judgment, as to whether a Prospect is (a) qualified to receive a proposal from NewEnergy (which include, among other factors, historical consumption patterns and Utility service territories) and/or (b) registered to Broker in the Prospect Register. NewEnergy agrees to notify Broker within the Notice Period whether a Prospect will be registered to Broker in the Prospect Register. Broker acknowledges and agrees that (a) NewEnergy reserves the right to reject a Prospect for any reason, including that the Prospect has previously been registered in the Prospect Register to Broker or another broker (or other third party) during the previous 12 months, or for no reason, in its sole discretion, and (b) in no event shall NewEnergy be liable to Broker for any loss suffered by Broker for NewEnergy's failure to execute a customer agreement with a Prospect or register a Prospect to Broker in the Prospect Register.

4. NON-EXCLUSIVITY. Broker acknowledges and agrees that (a) this Master Broker Agreement does not give any right, exclusive or otherwise, to Broker to sell or represent to a Prospect that it has the ability to sell the products and services of NewEnergy in the Geographic Region; and (b) NewEnergy may sell its products and services through its direct sales force, in connection with other independent brokers or through any other means NewEnergy deems appropriate. All trademarks and service marks, logos, trade names, copyrights associated with any of NewEnergy's marketing materials, and all associated goodwill, shall remain the property of NewEnergy, and all extension of goodwill created by Broker in the Geographic Region shall inure to the benefit of NewEnergy.

5. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents to the other the following: (a) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (b) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (c) the execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents, contracts to which it is a party or applicable Law; and (d) there is no material event(s) or other agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise consummate the transactions contemplated by the Agreement, or which would represent any conflict of interest with the Broker, any Prospect or NewEnergy.

6. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF BROKER. Broker warrants, represents and covenants, as of the Effective Date and the date of execution of each Compensation Schedule and Customer Agreement with one of Broker's Prospects, that: (a) the Prospect Data provided to NewEnergy is true and correct to the best of its knowledge; (b) Broker has any and all licenses, permits and approvals required under applicable Law to perform the services in the Geographic Region; (c) Broker is authorized to

C-4

act on behalf of Prospects that Broker submits to NewEnergy, Broker has no authority to act on behalf of NewEnergy, and Broker is not authorized to and shall not alter or modify in any way any Customer Agreements, or any sales, marketing, or pricing materials provided by NewEnergy to Broker for the benefit of Prospects; (d) Broker will use its skills and abilities and perform its duties hereunder in a professional and conscientious manner in accordance with all applicable Law and standards, and will not make any oral or written representations or promises or statements which conflict with the terms of a Customer Agreement entered into with a Prospect; (e) there are no pending, or to the knowledge of Broker, threatened, investigations, actions or judgments against Broker, whether criminal or civil and (i) involving matters of fraud or moral integrity, or (ii) constituting a felony; (f) Broker shall bear all of its own business expenses in performance of the services under the Agreement; (g) Broker is responsible for paying any and all taxes incurred as a result of Broker's compensation or otherwise providing services under the Agreement through its employees or permitted subcontractors, including estimated taxes, FICA, and other employment or consulting taxes or obligations; (h) Broker maintains any and all insurance applicable to the performance of its obligations hereunder as required by Law, including workers' compensation, health and disability insurance; (i) Broker shall disclose to all Prospects that NewEnergy shall pay a fee to Broker for Broker's referral of the Prospect to NewEnergy, and (j) Broker shall hold harmless, as well as defend and indemnify, NewEnergy for any damages, losses or costs of any kind incurred by NewEnergy associated with a breach of the representations set forth in this Section 6. The provisions of this clause 6(j) shall survive the expiration or termination of the Agreement for any reason.

7. COMPENSATION. From time to time from and after the Effective Date, NewEnergy and Broker may execute one or more Compensation Schedule(s) to govern the Parties' relationship within a Geographic Region and/or with respect to any Prospects that become Customers. Notwithstanding the mutual execution and delivery of this Master Broker Agreement and/or the registration of a Prospect to Broker in the Prospect Registry, under no circumstances shall NewEnergy have any obligation to enter into one or more Compensation Schedule(s) with Broker, and Broker shall not have any right to any fee, commission or other amount from NewEnergy unless and until NewEnergy has executed and delivered a Compensation Schedule that is satisfactory to New Energy and the Broker has fulfilled all other requirements entitling it to be paid compensation under the Agreement. In consideration of the services provided by Broker in accordance with the Agreement, NewEnergy agrees to pay to Broker on or before the Payment Date the commission amounts set forth in the applicable Compensation Schedule, if any, for (a) the initial term of any Customer Agreement(s) executed thereunder; and (b) renewal or extension of any such Customer Agreements, if and only if, Broker participates actively and materially in the efforts to sign-up, renew or extend the Customer Agreements with NewEnergy, as determined by NewEnergy. Upon termination of a Customer Agreement for any reason, NewEnergy's obligation to remit commission to Broker under the Agreement will also terminate, and Customer shall no longer be designated in the Prospect Register as a Prospect of Broker. If in the future NewEnergy enters into a new Customer Agreement with that Customer, no amounts shall be payable to Broker unless NewEnergy and Broker shall have entered into a new Compensation Schedule covering that Customer. Broker shall not be entitled to any compensation for prospective customers outside of the Geographic Region unless and until the Parties sign a Compensation Schedule applicable to the expanded territory. Nothing herein or otherwise shall require that NewEnergy agree to enter into any Compensation Schedule with Broker or extend the Geographic Region set forth in any executed Compensation Schedule. Except for the compensation expressly payable to Broker under the Compensation Schedule(s), no other amounts are payable to Broker, and nothing in the Agreement imposes a duty on NewEnergy with respect to any Customer Agreements, including any duty on NewEnergy to collect amounts unpaid by Customer.

8. TERM. The Master Broker Agreement will commence on the Effective Date and, unless terminated earlier as otherwise provided in this Master Broker Agreement, will continue for a period of one year, and will automatically renew for successive one-year terms. Either Party may terminate this Master Broker Agreement without cause upon thirty (30) days prior written notice to the other Party. If, at the time of termination of this Master Broker Agreement without cause, any Compensation Schedule(s) remain in effect, such termination will not become effective as to any such Compensation Schedule until its expiration, which shall continue to be governed by the terms and conditions of this Master Broker Agreement. NewEnergy shall not be liable to Broker by reason of the expiration or termination of the Agreement for any compensation or damages on account of any loss of prospective profits or anticipated commission or any commitments made by Broker in connection with the Agreement, the creation of goodwill by Broker on behalf of NewEnergy, or the anticipation of extended performance hereunder.

9. DEFAULT; TERMINATION FOR DEFAULT. A "Broker Default" means any one of the following: (a) any representation or warranty made by Broker in the Agreement proves to have been incorrect, false or misleading when made or ceases to remain true during the term of the Agreement, if not cured within five business days after written notice from NewEnergy; (b) Broker's breach of this Agreement or the failure by Broker to perform any obligation set forth in the Agreement (other than events otherwise specifically covered as a separate Broker Default hereunder) and where within five business days after receipt of written notice from NewEnergy it is not cured in circumstances where such failure or breach is curable (if the failure or breach is not curable no cure notice need be provided); or (c) Broker (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for 20 business days after such filing; (iv) otherwise becomes bankrupt or insolvent (however evidenced) or suspends operations in the normal course; or (v) is unable to pay its debts as they fall due. If a Broker Default occurs, NewEnergy may, in its sole discretion, at any time, terminate the Agreement in whole or solely with respect to those Compensation Schedules affected by such Broker Default, effective upon written notice to Broker, and NewEnergy will have no further liability to make commission compensation payments under such Compensation Schedules affected by the Broker Default. For

C-4

purposes of clause (b), Broker acknowledges and agrees that any breach of the confidentiality obligations in Section 11 below or the representations in Section 6 above shall be deemed for purposes of this Agreement as not capable of cure and constitutes grounds for immediate termination by NewEnergy.

10. OBLIGATIONS UPON EXPIRATION AND TERMINATION; SURVIVAL. Upon termination of Broker's engagement for any reason, Broker shall immediately surrender to NewEnergy all documents, lists, marketing brochures and materials, Prospect Data, books and records of, or in connection with, NewEnergy's business, and all other property belonging to NewEnergy (including all Confidential Information), it being expressly understood that all such lists, books and records, and other documents, are the property of NewEnergy. Notwithstanding anything to the contrary in this Master Broker Agreement, after termination of the Master Broker Agreement (other than for Broker Default), Broker shall be paid commission when due only for the remainder of the current term of Customer Agreement(s) signed prior to the date of such termination pursuant to any Compensation Schedule(s) in effect as of the date of termination. Broker shall not be entitled to any commission or other payment, whether as a so-called "procuring cause" or otherwise, with respect to any Prospects who sign, renew or extend Customer Agreements after termination of this Master Broker Agreement. The following applicable provisions of this Master Broker Agreement will continue in effect after termination or expiration of the Agreement: Sections 6(j), 10, 11, 12, 15, 16, 17 and 20 of this Master Broker Agreement. Except as expressly provided in the Agreement, neither NewEnergy nor Broker shall have any further rights or obligations with respect to the other Party upon termination of the Agreement.

11. CONFIDENTIALITY. Broker agrees to maintain in confidence all Confidential Information, not to disclose any Confidential Information to any third parties (including that Broker will not make any public statement or announcement concerning execution of the Agreement or its relationship with NewEnergy) without the prior written consent of NewEnergy, and not to use the Confidential Information for any purpose other than as expressly permitted by the Agreement; provided that Broker may disclose to its registered Prospects the pricing proposals offered by NewEnergy in connection with the performance of Broker's services. If disclosure of any Confidential Information is sought through process of a court, or a state or federal regulatory agency or other legal compulsion, Broker will notify NewEnergy immediately to afford NewEnergy the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. Broker will cooperate with NewEnergy in its attempts to obtain such protections. In any event, Broker will disclose only that portion of Confidential Information required to comply with applicable Law. Broker acknowledges that any breach of this Section 11 will cause irreparable harm to NewEnergy for which money damages would not adequately compensate NewEnergy. Accordingly, in addition to all other remedies expressly provided in the Agreement, Broker agrees that NewEnergy shall be entitled to all available remedies at equity (including without limitation, injunctive relief) and in law. The provisions of this Section 11 shall survive the expiration or termination of the Agreement for any reason.

12. COMPETITIVE ACTIVITY; NON-SOLICITATION; NON-DISPARAGEMENT. During the term of the Agreement (including Compensation Schedule obligations) and for six months after the expiration or termination of the Agreement for any reason, Broker shall not solicit, or assist any other person or commercial entity to solicit, or request or advise any existing NewEnergy customer to breach its agreement with NewEnergy, or otherwise to withdraw, curtail or terminate early its business dealings with NewEnergy. During the term of the Agreement and for one year after the expiration or termination of the Agreement, Broker shall not solicit, or assist any other person to solicit, or request or advise any existing employee of NewEnergy or its Affiliates to terminate employment with NewEnergy or its Affiliates. Upon termination or expiration of the Agreement for any reason, Broker shall refrain from disparaging NewEnergy and its Affiliates, or any of their respective officers, directors, or shareholders; provided, however, that Broker is permitted to make truthful statements in response to requests for information or in compliance with a lawful subpoena or court order. Broker acknowledges that any breach of this Section 12 will cause irreparable harm to NewEnergy for which money damages would not adequately compensate NewEnergy. Accordingly, in addition to all other remedies expressly provided in the Agreement, Broker agrees that NewEnergy shall be entitled to all available remedies at equity (including without limitation, the pursuit of injunctive relief and without the necessity of posting a bond or similar surety in pursuing such relief) and in law. The provisions of this Section 12 shall survive the expiration or termination of the Agreement for any reason.

13. AUTHORITY; NO AGENCY RELATIONSHIP. Broker is an independent contractor under the Agreement, and nothing contained herein or in any Compensation Schedule shall be construed as creating a relationship of employer and employee or principal and agent between them. Accordingly, Broker is not entitled to any benefits accorded to NewEnergy's employees, including, without limitation, workers' compensation, disability insurance, vacation or sick leave. Broker shall not have any authority to execute Customer Agreements or other legally binding documents on behalf of NewEnergy, and shall not hold itself out as having such authority to act as an employee, agent or officer of NewEnergy. Broker shall not incur, assume, agree to pay on behalf of NewEnergy or otherwise commit NewEnergy to any contractual agreement or obligation, or any charge, fee or expense. Nothing in the Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking. Broker acknowledges and agrees that in referring Prospects to NewEnergy hereunder it is acting on behalf of such Prospects and does not represent NewEnergy.

14. CUSTOMER AGREEMENTS. Any transaction between NewEnergy and a Prospect and/or Customer will be formed and effectuated by a written agreement negotiated and executed by NewEnergy and the Customer. It is specifically recognized and agreed that NewEnergy, in its sole discretion, may from time to time, change the form as well as the terms and conditions under which it will enter into a Customer Agreement, and nothing herein shall be deemed to prohibit a Customer and NewEnergy from agreeing to terminate a Customer Agreement early. Further, all terms and conditions of the Customer Agreement are subject to NewEnergy's approval and Broker will not directly or indirectly represent or imply otherwise to a Prospect and/or Customer. NewEnergy is responsible for evaluating, approving or denying each Prospect's credit. NewEnergy shall have the sole right to elect not to serve a Prospect or to exercise the termination rights under any

C-4

Customer Agreement for any reason permitted under the Customer Agreement. Upon termination of a Customer Agreement for any reason, NewEnergy's obligation to remit commission to Broker under the Agreement will also terminate, and Customer shall no longer be designated in the Prospect Register as a Prospect of Broker. Further, if a Customer should default in making payments to NewEnergy under its Customer Agreement and NewEnergy has already paid the commission to Broker for the default period, NewEnergy has the right to either (a) deduct that amount previously paid from the total amount due to Broker in a subsequent period; or (b) invoice Broker for such amounts, payable on demand.

15. INDEMNIFICATION. Each Party shall hold harmless, as well as defend and indemnify, the other Party and its Affiliates, and all of their respective officers, directors, members, shareholders, associates, employees, agents, representatives, successors and assigns from and against any and all liabilities, damages, claims, charges, fees or taxes, penalties, fines, costs and expenses (including attorneys' fees) incurred or claimed and resulting from or related to: (a) any breach or default of the indemnifying Party's obligations under the Agreement; (b) any of the indemnifying Party's negligent acts or omissions or willful misconduct; or any such act, omission or misconduct on the part of its employees or agents; or (c) claims from third parties used or employed by the indemnifying Party in fulfilling its obligations provided hereunder. These indemnification obligations shall survive any termination of the Agreement.

16. LIMITATION OF LIABILITY. Notwithstanding any other provision of the Agreement to the contrary, the entire liability of NewEnergy for any and all claims of any kind arising from or relating to the Agreement will not exceed the full amount due to Broker under any Compensation Schedule(s) then in effect and will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of the Broker to mitigate its damages. Furthermore, NewEnergy shall not have any liability to Broker whatsoever under this Agreement or at law, in equity or otherwise, including under theories of quantum meruit or unjust enrichment, unless and until the Parties shall have mutually executed and delivered one or more Compensation Schedule(s) that remain in effect. EXCEPT TO THE EXTENT NECESSARY TO FULFILL ITS INDEMNITY OBLIGATIONS RESPECTING A CLAIM OR ACTION BROUGHT BY A THIRD PARTY, AND EXCEPT FOR A BREACH OF SECTION 11 REGARDING CONFIDENTIALITY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER REMEDY AT LAW OR EQUITY. The provisions of this Section 16 shall survive the expiration or termination of the Agreement for any reason.

17. NO THIRD PARTY BENEFICIARIES. The Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party will have any rights under the Agreement whatsoever, other than individuals and entities subject to indemnification under Sections 6(j) and 15 above. If Broker is represented by a third party in connection with the procurement of the Agreement or if Broker employs any third party in connection with its performance hereunder, Broker shall (a) obtain prior written consent from NewEnergy for such engagement(s) or representation(s), (b) be fully responsible for any fee, commission or other compensation owing any such third party; (c) arrange for payment of such third party without involving NewEnergy, and (d) indemnify, defend and hold NewEnergy harmless from any and all claims for compensation by any such third party. The provisions of this Section 17 shall survive the expiration or termination of the Agreement for any reason.

18. ASSIGNMENT. Broker shall not assign any of its rights and obligations under this Master Broker Agreement or any Compensation Schedule(s) without the prior written consent of NewEnergy, which it may withhold in its sole discretion. NewEnergy may assign and be released from any of its rights and obligations under this Master Broker Agreement or any Compensation Schedule(s) without consent to an Affiliate or to any person or entity succeeding to all or substantially all of NewEnergy's assets or business or the division or region of NewEnergy to which the Agreement relates or into which NewEnergy is merged or otherwise combined or reorganized; provided the succeeding entity agrees to be bound to this Agreement.

19. ENTIRE AGREEMENT; AMENDMENT. This Agreement (which constitutes the Master Broker Agreement and any Compensation Schedule(s) executed and delivered by the Parties from time to time) embodies the Parties' entire agreement and understanding, supersedes all prior agreements and understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. No amendment to this Agreement, including the Compensation Schedule(s), will be valid or given any effect unless signed by both Parties. Any alteration, addition, or modification made by Broker to the preprinted terms of this Agreement shall be void and without any effect. Broker agrees that no employees of NewEnergy are authorized to represent that NewEnergy will enter into any particular Compensation Schedule with Broker prior to the Compensation Schedule being executed in writing by an authorized representative of NewEnergy. In the case of any conflict between this Master Broker Agreement and any Compensation Schedule(s), the Compensation Schedule(s) will control, but only with respect to the Geographic Region and/or Customers listed on such Schedule(s). The section headings used in this Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Agreement.

20. CHOICE OF LAW; VENUE; ATTORNEY FEES AND EXPENSES. The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of the Governing Jurisdiction, without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement will be settled in accordance with the express terms of this Agreement exclusively by a court located in the Governing Jurisdiction (and each Party hereto waives any right to object to venue in this regard). EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS

C-4

May 18 07 09:35a Utility Management Corp.

281-854-2232

p.6

May 18 07 07:54a

p.2

AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs. The provisions of this Section 20 shall survive the expiration or termination of the Agreement for any reason.

21. **WAIVER AND SEVERABILITY.** Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law.

22. **NOTICES.** To be effective, all notices must be in writing delivered by hand, by first class mail, postage prepaid, by electronic facsimile transmission (with verification of delivery), or by express carrier to the addresses provided in this Master Broker Agreement or the applicable Compensation Schedule(s), as the case may be. A Party may change its address by providing notice of such change in accordance herewith.

23. **AFFIRMATION.** Broker affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

24. **ACCEPTANCE.** This Master Broker Agreement and any Compensation Schedule(s) shall not be binding or enforceable against NewEnergy unless and until signed by an authorized representative of NewEnergy. Nothing in this Master Broker Agreement shall be deemed to require that NewEnergy enter into a Compensation Schedule with Broker from and after the Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the respective dates set forth below.

Constellation NewEnergy, Inc.

By: Name: James Light
Vice President of OperationsDate: MAY 21 2007

Address for Notices:

1221 Lamar, Suite 750

Houston, Texas 77010

Attn: Legal Department

Broker: Utility Management CorporationBy: Name: Jeffrey S. Young
Vice PresidentDate: 5-18-07Tax Payer ID#: 731528920

Address for Notices:

Address (Physical): 11757 Katy FreewayCity, State, Zip: Houston, TX 77079Attn: Jeffrey S. YoungPhone: 281-854-2035Fax: 281-206-2168

Remittance Address:

Address: 111 E. Capitol Street, Ste 280City, State, Zip: Jackson, Mississippi 39201Attn: Tony RichardPhone: 601-948-2360

Exhibit C-6 Credit Rating

Utility Management Corporation is a privately held company that does not have a credit rating.

Exhibit C-7 Credit Report

Utility Management Corporation is a privately held company. Therefore, UMC does not a credit report.

Utility Management's D&B Number is 01-802-1962

Exhibit C-8 Bankruptcy Information

Utility Management Corporation has never filed for Bankruptcy Protection.

Exhibit C-9 Merger Information

Utility Management Corporation has not been involved in any dissolution or merger or acquisition in the last five years.