



Amendment #2 to the Electric Service Agreement

This Amendment No.2 to the Electric Service Agreement dated August 27, 2007 (this "Second Amendment") is made and entered into this 30 day of JUNE 2010, by and between Association Management Inc. ("AMI") and StarTex Power ("STARTEX"); STARTEX and AMI may be referred to individually as a "Party" and collectively as the "Parties".


WHEREAS, THE Parties hereto are parties to the Electric Service Agreement dated August 27, 2007 (the "Original Agreement"), and


WHEREAS, the Parties desire to amend the Original Agreement as hereafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the Parties do hereby agree as follows:

1. The term of this Second Amendment for each ESID shall begin on the first TDSP meter read after July 01, 2010 and shall end on the first TDSP meter read after December 01, 2013.
3. The price for energy (\$/kWh) to be paid to STARTEX by AMI shall be 7.45 cents/kWh. This price for energy is subject to the same terms and conditions of the Original Agreement and shall not include any TDSP charges, Taxes, or other charges as defined in the Original Agreement.
4. Except as herein changed and amended, the Original Agreement shall remain in full force and effect as written.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the date first hereinabove written.

Signature 
 Print Name DAVID REICHENBAUM
 Title CEO
 Effective Date 7/1/2010

Signature 
 Print Name Stephen L. Mark
 Title EXECUTIVE VICE PRESIDENT
 Effective Date 7/1/2010

STARTEX POWER
Electric Service Agreement

Customer Name: <u>Association Management Inc.</u>		Effective Date <u>August 27, 2007</u>	
Service Location		Energy Price <u>8.4529¢ / kWh</u>	
Street _____		TDSP Charges → <u>see attached</u>	
City, State, Zip _____		Term <u>SI</u> <u>36</u> months <u>SEE attached</u>	
ESI ID # _____		<i>(Effective until October 2011 meter reads)</i>	
Check here if additional service addresses are attached <u>X</u>		All service subject to Terms and Conditions attached <i>Dec 15 2007</i>	
Customer Notice and Billing Address			
Contact _____		Telephone _____	
Street _____		Facsimile _____	
City, State, Zip _____		E-mail _____	
StarTex Power Notice and Payment Address			
StarTex Power, LLC		Telephone <u>713.357.2800</u>	
3200 Southwest Freeway Suite #1000		Facsimile _____	
Houston, Texas 77027		E-mail _____	
This Agreement is accepted including the attached Terms and Conditions and any other attachments by the following Parties:			
Customer <u>ASSOCIATION MANAGEMENT MANAGING AGENTS INC</u>		StarTex Power	
Printed Name <u>DAVID REGENBAUM</u>		Printed Name <u>Stephen Mould</u>	
Signature* <u>[Signature]</u>		Signature* <u>[Signature]</u>	
Title <u>CEO/MANAGING AGENT</u>		Title <u>SALES SUPPLY</u>	
* Signature indicates authority to bind the party to this agreement			



**STARTEX POWER, LLP
ELECTRIC SERVICE AGREEMENT
TERMS AND CONDITIONS**

1. **Term.** The term of this Electric Service Agreement ("ESA") shall commence on the Effective Date and continue until the first electric meter read date at the end of the Term as identified in the Cover Sheet. The contract shall continue for month-to-month thereafter. At least 30 days prior to the end of the Term, StarTex Power ("STAR") may provide Customer with written notice of new pricing for continuation of service under the ESA. If Customer elects not to continue this ESA with STAR and selects a new Retail Electric Provider ("REP"), the Customer shall provide STAR at least two weeks notice prior to the Switch Date to the new REP.

Association Management, Inc. ("AMI"), a corporation acting in the capacity of authorized agent for and on behalf of the individuals and entities listed in Exhibit A to the ESA referenced below, together with all attached exhibits and therein referenced, all of which are incorporated herein.

2. **Contract Price.** STAR shall bill Customer for all of the Service Locations under this ESA on a monthly basis, or as mutually agreed upon by STAR and Customer which shall not be less frequent than monthly. The invoice shall consist of the following components:
 - a. Fixed Energy Price as specified in each Exhibit A multiplied by the Energy Consumption at the Service Location(s) measured in kWh billed in US dollars. The Fixed Energy Price may include energy charges and Related Services. The Energy Price may not include items b through f of this Section which will be billed as separate line items;
 - b. Transmission and Distribution electrical losses and Deliver System Charges as defined by the appropriate TDSP; Discretionary Charges, or other charges that are attributable to Customer's account numbers, as received by the TDSP;
 - c. Meter Fee(s) - \$3.50
 - d. Regulatory Charges;
 - e. Any applicable Taxes or regulatory assessments
 - f. Any additional charges that are authorized in this ESA.
3. **Contract Extension.** At any point during the term of this ESA, the Customer may request a new price quote for a term extension ("Blend and Extend"). Upon mutual agreement between STAR and Customer, a new agreement may be based on the new price and term. If the Customer chooses not to accept the new price quoted, this ESA continues through the end of its original term.
4. **Usage Profile.** The Fixed Energy Price is contingent upon the Usage Profile submitted by the TDSP to STAR. If the actual Usage Profile differs materially from the projected Usage Profile provided to STAR, STAR may adjust the Agreement sales price to reflect Customer's actual Usage Profile for the period covered by Customer's such changed profile. For any material adjustments to the sales price, the terms of Section 10 shall apply. The Usage Profile shall mean:
 - a. the amount of Energy Consumption measured in kWh per month for the past twelve (12) months at the Service Locations covered by this ESA, and
 - b. the amount of demand measured in kW or KVA per month for the past twelve (12) months as they pertain to any one ESI ID as received by the TDSP or stipulated by the Customer.
5. **Usage Variance.** The Fixed Energy Price includes a usage variance allowance of ten percent (10%) positive or ten percent (10%) negative for any one month greater or less than the Usage Profile (the "Usage Variance") on a meter to meter basis. In the event that Customer's Energy Consumption is greater or less than the Usage Variance, a Usage Variance Price Adjustment shall apply for the portion of energy consumed above or below the Usage Variance. As part of this variance, the Customer will be allowed to



add and delete meters with no penalty as long as Customer's Energy Consumption does change by more than the Usage Variance (10%).

6. **Usage Variance Price Adjustment.** The Usage Variance Price Adjustment shall be an amount equal to the sum of:
 - a. The higher of i) contract price or ii) MCPE average for the applicable Billing Cycle multiplied by the actual or estimated amount of Customer's Energy Consumption exceeding the Usage Variance or that is below the Usage Variance for any period during the billing cycle *plus*
 - b. The cost of Related Services as reasonably determined by STAR.

7. **Material Changes.** Customer covenants that it shall advise STAR, within twenty-four (24) hours of Customer's knowledge of any event or circumstance that is likely to cause a material change to the Energy Consumption or Demand at any Service Location(s), including Customer's plans for new construction, facility replacements or equipment modifications, planned closures, applications for new construction permits, or new environmental limits. A material change shall also occur in the event of any change in the structure of the ERCOT market that goes into effect after the Effective Date of this ESA.
 - a. In the event of a material change, STAR and Customer will enter into good faith negotiations and commercially reasonable efforts to amend the Fixed Energy Price and/or Terms of this ESA. Star and Customer will make every attempt to reasonably negotiate an agreement to avoid Early Termination in which Early Termination Fees as described in this ESA.
 - b. **New Locations.** If at anytime during the Term the Customer acquires or completes construction of any additional facilities within ERCOT, including new construction or expansion at Service Location(s) under this ESA, Customer hereby grants STAR the option to provide electric service to the new location on terms mutually acceptable to both parties.

8. **Early Terminations.** In the event that STAR, or its activities hereunder, become subject to regulations of any kind whatsoever under any law to a greater or materially different extent than that existing on the Effective Date or the Customer's Credit Score materially changes and such activities either:
 - a. Render this ESA unenforceable or illegal and/or;
 - b. Adversely affects STAR's business in a material way, with respect to its financial position or otherwise, STAR may unilaterally terminate this ESA without Customer's consent upon at least thirty (30) days written notice to Customer without any obligation (whether payment or otherwise) or other liability by STAR to Customer, in which case Early Termination Fees will not apply.

9. **Early Termination Fee.** In the event that Customer terminates this agreement or Customer defaults as described in Section 17, then an Early Termination Fee will be assessed. The Early Termination Fee shall be equal to the greater of a) the three months highest bills for Customer or b) any mark to market costs. For purposes of this fee the mark to market costs shall be calculated by multiplying the difference between the initial cost of power procured to satisfy this ESA and the final net liquidated value of said power at the time of termination by the total amount of power procured for the Customer Location for the remainder of the original term of the ESA. Where an Early Termination occurs and a Customer has less than three (3) months usage, the Early Termination Fee shall be based on a reasonable estimate of usage that may be determined using historical consumption for the Customer or Customer Location.

10. **Material Mistakes of Fact.** In the event that STAR and Customer rely upon a mutual and material mistake of fact in negotiating the terms and conditions of this ESA, including, but not limited to, the TDSP's use of the incorrect meter multiplier or the incorrect assignment of a Usage Profile to Customer's Location(s), STAR and Customer will enter into commercially reasonable efforts to amend this ESA. In the event that



STAR and Customer fail to reach an agreement within thirty (30) days after the occurrence or determination of a material mistake of fact, STAR may declare an Early Termination, in which case Early Termination Fees will not apply.

11. **Invoicing, Payment, Interest, and Credit Requirements.** STAR shall render to Customer on a monthly basis, or as mutually agreed by STAR and Customer but not less frequent than monthly, an invoice that is due and payable fifteen (15) days from the date of the invoice. If the payment of all undisputed amounts is not received by the due date, Customer will be charged a late fee equal to five percent (5%) of the past due amount. Customer must provide to STAR written notice setting forth in particular detail any disputed amount, including the calculations with respect to any errors or inaccuracies claimed. If it is subsequently determined that Customer owes STAR any portion of the disputed amount, Customer shall remit to STAR within five (5) business days following such resolution the outstanding balance plus interest at the rate set forth in Section 12 accrued from the due date. Any amounts that may have been overpaid or underpaid shall be applied to the next monthly invoice.
 12. **Interest.** If Customer fails to pay the entire amount of any invoice when the amount becomes due, Customer shall pay to STAR an amount of interest equal to the unpaid balance times the rate set by the Public Utility Commission of Texas ("PUCT") for the applicable period(s).
 13. **Application of Payments.** If either principal or interest is due, any payment thereafter received shall be applied in the following order of priority:
 - a. to the interest due;
 - b. the previously outstanding principal due, and
 - c. to the most current principal due.
- In the event of a returned payment because of insufficient funds as a result of the Customer attempting to remit payment, Customer shall pay a thirty dollar (\$30.00) returned payment fee per incident.
14. **Customer Acknowledgements.** Customer acknowledges that STAR's ability to invoice Customer is dependent on the TDSP's or ERCOT's ability to furnish STAR all necessary information including meter readings or recorded data, as applicable. In the absence of such information from the TDSP or ERCOT, STAR may invoice Customer based on estimated meter reading according to the Usage Profile. As soon as practical, and after receipt of Customer's Energy Consumption and settlement charges from the TDSP and/or ERCOT, STAR will reconcile on the next invoice any difference(s) between estimated and actual consumption and settlement charges.
 15. **Invoice Delivery.** Customer acknowledges that STAR has the option to render Customer's invoice via mail, electronic mail (e-mail), or facsimile (fax).
 16. **Credit Requirements.** STAR may investigate the Customer's credit history. At the discretion of STAR to the extent allowed by law, STAR may request a deposit based on credit history. For the purposes of this Agreement a Credit Score of greater than forty-seven (47), but less than seventy (70), from Dun & Bradstreet or greater than thirty-four (34), but less than fifty-one (51), from Experian shall require Customer to provide a deposit to STAR in an amount equal to thirty days of expected deliveries under the terms of this Agreement. Credit Scores below the aforementioned will require additional deposit amounts. Upon termination of this agreement without default, Customer shall be refunded any remaining deposit to which it is due in accordance with the terms of this ESA.
 17. **Event of Default.** An Event of Default occurs upon:
 - a. failure of Customer to pay amounts due under this ESA within 5 business days of receipt of written notice of payment due;
 - b. failure of either Party to perform a material term of this ESA;
 - c. determination that any material representation upon which this ESA is based is false; or
 - d. immediately after filing of bankruptcy by either Party.



- 18. Remedies upon an Event of Default.** If Customer defaults and fails to cure within five (5) days of written notice (does not apply to default for non-payment) or it terminates early, STAR may terminate this ESA and switch Customer to the Affiliated REP or to the party designated by the PUCT. Thereafter, STAR may in good faith calculate the amounts due under this ESA and the Customer will pay those amounts within five (5) days from the date of invoice.
- 19. Representations and Warranties.** As a material inducement to entering into this ESA, each Party, with respect to itself, hereby represents and warrants to the other Party as follows:
- a. it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this ESA;
 - b. the execution and delivery of this ESA are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Law applicable to it;
 - c. it shall have all regulatory authorizations necessary for it to legally perform its operations;
 - d. this ESA constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending;
 - e. there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it;
 - f. there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform this ESA;
 - g. it has knowledge and experience in business matters that enable it to evaluate the merits and risks of entering into this ESA;
 - h. Customer shall not self-generate to supply Energy to any Customer Location and shall not resell any portion of such Energy. Each Party covenants that it shall cause its respective representations and warranties to remain true and correct throughout the Term.
- 20. Forward Contract.** STAR and Customer acknowledge and agree that the transactions contemplated by this ESA constitute "forward contracts" within the meaning of the United States Bankruptcy Code.
- 21. Assignment.** Customer shall not assign this ESA or any of its rights or obligations hereunder without the prior written consent of STAR, which consent may not be unreasonably withheld. Notwithstanding the foregoing, STAR may, without the consent of Customer provided that the assignee is able to perform all of the services of STAR:
- a. transfer, sell, pledge, encumber or assign this ESA or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements;
 - b. transfer or assign this ESA to its affiliate; or
 - c. transfer or assign this ESA to any person or entity succeeding to all or substantially all of its assets.
- 22. Binding Effect.** This ESA shall inure to the benefit of, and be binding upon, STAR and Customer and their respective successors and permitted assigns.
- 23. Force Majeure.** Neither Party shall be liable in damages for any act or event that is beyond such party's control and which could not be reasonably anticipated and prevented through the use of reasonable measures, including, but not limited to, an act of God, act of the public enemy, war, terrorism, insurrection, riot, fire, explosion, labor disturbance or strike, wildlife, unavoidable accident, equipment or material shortage, breakdown or accident to machinery or equipment, or good faith compliance with a then valid



curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, including any order or directive of the Independent Organization.

- 24. LIMITATION OF REMEDIES, LIABILITY AND DAMAGES.** STAR and CUSTOMER CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS ESA SATISFY THE ESSENTIAL PURPOSES HEREOF, FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS ESA, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED IN THIS ESA, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF STAR AND THE CUSTOMER THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, STAR AND CUSTOMER ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE. OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.
- 25. Dispute Resolution.** STAR and Customer agree in good faith to attempt to resolve any contractual disputes within thirty (30) days of written notice of the dispute from either party.
- 26. UCC.** Except as otherwise provided for in this ESA, the provisions of the Uniform Commercial Code ("UCC") of Texas, whose laws shall govern this ESA, shall be deemed to apply to this ESA and Energy shall be deemed a "good" for purposes of the UCC.
- 27. Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS ESA, STAR EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 28. Notices.** Notices shall be furnished in writing and shall be delivered by certified mail, overnight carrier, or hand delivery as indicated on the Cover Sheet. Notice by facsimile, or hand delivery shall be deemed to be received by the close of the business day on which it was transmitted or hand delivered (unless transmitted or hand delivered after the close of business in which case it shall be deemed received at the close of the next business day). Notice by overnight mail or courier shall be deemed to have been received two (2) business days after it was sent.
- 29. Governing Law.** THIS ESA AND THE RIGHTS AND DUTIES OF STAR AND CUSTOMER HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS. VENUE SHALL BE IN HARRIS COUNTY, TEXAS.
- 30. Non-Waiver.** No waiver by any Party hereto of any one or more defaults, by the other Party in the performance of any of the provisions of this ESA shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.
- 31. Severability.** Except as otherwise stated herein, any provision or article declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over STAR or Customer, or deemed



unlawful because of a statutory change, will not otherwise affect the lawful obligations that arise under this ESA.

- 32. No Third Party Beneficiaries.** Subject to the provisions above under "Assignment," nothing in this ESA shall provide any benefit to any third party nor shall it provide any third party any claim, cause of action, remedy or right of any kind.
- 33. AMI.** In no circumstance will AMI be responsible for payment to STAR for providing Energy to any Customer pursuant to this ESA, or for any other service of STAR. STAR will look solely to each respective Customer for services performed by STAR pursuant to this ESA.
- 34. Your Rights as a Customer.** Customer acknowledges and agrees that the customer protection rules adopted by the Public Utility Commission of Texas pursuant to the Public Utility Regulatory Act (PUC Subst. Rules §25.471, seq.) ("Customer Protection Rules") do not apply to this ESA, except to the extent specifically provided for herein. To the extent there is any conflict between this ESA and the Customer Protection Rules, Customer acknowledges and agrees that this ESA shall control. Customer further agrees that this ESA is effective upon signing and expressly waives any right to rescind this ESA after execution.

DEFINITIONS

The following Definitions apply throughout this ESA:

- Ancillary Service Charge** – for each ESI ID, all charges assessed by ERCOT or a third-party for ancillary services as defined in the ERCOT protocols.
- Billing Cycle** – the period of time from between standard meter readings for an ESI ID (approximately monthly)
- Credit Score** – Shall be defined as the credit score assigned by Dun & Bradstreet or Experian.
- CSC** – commercially significant constraint
- Demand** - The rate at which electric energy is delivered to or by a system at a given instant, or averaged over a designated period, usually expressed in kilowatts (KW) or megawatts (MW).
- Energy Consumption** - energy measured or reported by the TDSP for each ESI ID
- ERCOT** – Electric Reliability Council of Texas
- ERCOT protocols** – Body of procedures developed by ERCOT to maintain the reliability of the regional electric network and account for the production and delivery of electricity among resources and market participants. The procedures, initially approved by the commission, include a revision process that may be appealed to the commission, and are subject to the oversight and review of the commission.
- ESI ID** - Electric service identifier - The basic identifier assigned to each point of delivery used in the registration system and settlement system managed by the Electric Reliability Council of Texas (ERCOT) or another independent organization.
- KVA** – kilovolt amperes
- KW** – kilowatt
- kWh** – kilowatt hours
- MCPE** – ERCOT market clearing price within each Zone
- Meter Fee** – Determined by the meter provider, if applicable.
- Public Utility Regulatory Act (PURA)** – The enabling statute for the Public Utility Commission of Texas, located in the Texas Utilities Code Annotated, §§11.001 et. seq.
- Related Services** – Ancillary Services, QSE fees for scheduling and settlement, transmission and distribution losses, ERCOT fees, balancing energy neutrality adjustment, renewable energy surcharge, and unaccounted for energy charges.
- Retail Electric Provider or REP** - As defined in PURA §31.002(17), a person, certificated pursuant to PURA §39.352, that sells Electric Power and Energy to retail customers.
- Special Service Fees** – deposits, connection fees, metering charges, and discretionary charges assessed by the TDSP
- Switch Date** – the date that STAR is authorized to provide service to the Service Location through actions taken in accordance with the ERCOT Protocols



Taxes – all taxes or similar fees of whatever kind assessed by or on behalf of any governmental authority, including licenses, permits, and assessments regardless of the manner in which such charges are assessed.

TDSP – the transmission and/or distribution service provider and their successors and assigns interconnected with the Service Location

Zone – ERCOT congestion zone which is an area of the transmission network that is bounded by commercially significant transmission constraints or otherwise identified as a zone that is subject to transmission constraints, as defined by an independent organization.

A handwritten signature in black ink, appearing to be the initials "AS" or similar, located to the right of the definitions.

Lisa Oren

From: David Regenbaum [dregenbaum@amibx.com]
Sent: Monday, August 27, 2007 3:48 PM
To: Lisa Oren
Subject: RE: Blend & Extend Agreement

Lisa,

I confirm that the agreement should be through December 2011, not October 2011.

We've moved!

Please note our new address effective August 10.

David Regenbaum, CEO

Association Management, Inc.

5295 Hollister

Houston TX 77040-6205

Phone Direct: 713.984.7222

<http://www.amibx.com>

Confidentiality Notice: The E-mail (including any attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C 2510-2521, is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, and then delete it. Thank you.

-----Original Message-----

From: David Regenbaum

Sent: Monday, August 27, 2007 3:12 PM

To: 'loren@startexpower.com'

Subject: Blend & Extend Agreement

Good afternoon Lisa,

I have signed and return herewith the blend and extend agreement which replaces the prior agreement.

We've moved!

Please note our new address effective August 10.

David Regenbaum, CEO

Association Management, Inc.

5295 Hollister

Houston TX 77040-6205

Phone Direct: 713.984.7222

<http://www.amibx.com>

Confidentiality Notice: The E-mail (including any attachments) is covered by the Electronic Communications

10/3/2007

RE: Blend & Extend Agreement

Page 2 of 2

Privacy Act, 18 U.S.C 2510-2521, is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error, and then delete it. Thank you.

-----Original Message-----

From: AMI Copier

Sent: Monday, August 23, 2004 3:34 AM

To: David Regenbaum

Subject: AMI Scanned Document

This document has been sent to you via an AMI BizHub 420 Copier. Please forward this document to its final destination.

Thank You,
Association Management, Inc.

10/3/2007