

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2015 ,
OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission File Number: 001-36559

Spark Energy, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

46-5453215

(I.R.S. Employer
Identification No.)

12140 Wickchester Ln, Suite 100

Houston, Texas 77079

(Address and zip code of principal executive offices)

(713) 600-2600

(Registrant's telephone number, including area code)

Title of each class

Name of exchange on which registered

Class A common stock, par value \$0.01 per share
Securities registered pursuant to Section 12(g) of the Act: none

The NASDAQ Global Select Market

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act

Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act.

Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☐

Non-accelerated filer ☒ (Do not check if a smaller reporting company) Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

The aggregate market value of common stock held by non-affiliates of the registrant on June 30, 2015, the last business day of the registrant's most recently completed second fiscal quarter, based on the closing price on that date of \$15.76, was \$46.0 million. The registrant, solely for the purpose of this required presentation, had deemed its Board of Directors and Executive Officers to be affiliates, and deducted their stockholdings in determining the aggregate market value.

There were 4,118,623 shares of Class A common stock and 9,750,000 shares of Class B common stock outstanding as of March 16, 2016.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Proxy Statement in connection with the 2016 Annual Meeting of Stockholders are incorporated by reference into Part III of this Form 10-K.

Table of Contents

	Page
PART I	
Items 1 & 2.	Business and Properties 5
Item 1A.	Risk Factors 18
Item 1B.	Unresolved Staff Comments 42
Item 3.	Legal Proceedings 42
Item 4.	Mine Safety Disclosures 42
PART II	
Item 5.	Market Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities 43
	Stock Performance Graph 45
Item 6.	Selected Financial Data 45
Item 7.	Management’s Discussion and Analysis of Financial Condition and Results of Operations 46
	Overview 46
	Drivers of our Business 48
	Factors Affecting Comparability of Historical Financial Results 53
	How We Evaluate Our Operations 54
	Combined and Consolidated Results of Operations 57
	Operating Segment Results 60
	Liquidity and Capital Resources 63
	Cash Flows 65
	Summary of Contractual Obligations 69
	Off-Balance Sheet Arrangements 69
	Related Party Transactions 69
	Critical Accounting Policies and Estimates 69
	Contingencies 74
Item 7A.	Quantitative and Qualitative Disclosures About Market Risk 75
Item 8.	Financial Statements and Supplementary Data 77
	Index to Consolidated Financial Statements 77
Item 9.	Changes in and Disagreements with Accountants on Accounting and Financial Disclosure 127
Item 9A.	Controls and Procedures 127
Item 9B.	Other Information 128
PART III	
Item 10.	Directors, Executive Officers and Corporate Governance 129
Item 11.	Executive Compensation 129
Item 12.	Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters 129
Item 13.	Certain Relationships and Related Transactions, and Director Independence 129
Item 14.	Principal Accounting Fees and Services 129
PART IV	
Item 15.	Exhibits, Financial Statement Schedules 129
SIGNATURES	130
EXHIBIT INDEX	131

Glossary

CFTC. The Commodity Futures Trading Commission.

ERCOT. The Electric Reliability Council of Texas, the independent system operator and the regional coordinator of various electricity systems within Texas.

FCM. Futures Commission Merchant, an individual or organization which does both of the following: a) solicits or accepts orders to buy or sell futures contracts, options on futures, retail off-exchange contracts or swaps and b) accepts money or other assets from customers to support such orders.

FERC. The Federal Energy Regulatory Commission, a regulatory body which regulates, among other things, the transmission and wholesale sale of electricity and the transportation of natural gas by interstate pipelines in the United States.

ISO. An independent system operator. An ISO is similar to an RTO in that it manages and controls transmission infrastructure in a particular region.

MMBtu. One million British Thermal Units, a standard unit of heating equivalent measure for natural gas. A unit of heat equal to 1,000,000 Btus, or 1 MMBtu, is the thermal equivalent of approximately 1,000 cubic feet of natural gas.

MWh. One megawatt hour, a unit of electricity equal to 1,000 kilowatt hours (kWh), or the amount of energy equal to one megawatt of constant power expended for one hour of time.

Non-POR Market. A non-purchase of accounts receivable market.

POR Market. A purchase of accounts receivable market.

REP. A retail electricity provider.

RCE. A residential customer equivalent, refers to a natural gas customer with a standard consumption of 100 MMBtus per year or an electricity customer with a standard consumption of 10 MWhs per year.

RTO. A regional transmission organization. A RTO is a third party entity that manages transmission infrastructure in a particular region.

Cautionary Notice Regarding Forward Looking Statements

This report contains forward-looking statements that are subject to a number of risks and uncertainties, many of which are beyond our control. These statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”) and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) can be identified by the use of forward-looking terminology including “may,” “should,” “likely,” “will,” “believe,” “expect,” “anticipate,” “estimate,” “continue,” “plan,” “intend,” “projects,” or other similar words. All statements, other than statements of historical fact included in this report, regarding strategy, future operations, financial position, estimated revenues and losses, projected costs, prospects, plans, objectives and beliefs of management are forward-looking statements. Forward-looking statements appear in a number of places in this report and may include statements about business strategy and prospects for growth, customer acquisition costs, ability to pay cash dividends, cash flow generation and liquidity, availability of terms of capital, competition and government regulation and general economic conditions. Although we believe that the expectations reflected in such forward-looking statements are reasonable, we cannot give any assurance that such expectations will prove correct.

The forward-looking statements in this report are subject to risks and uncertainties. Important factors which could cause actual results to materially differ from those projected in the forward-looking statements include, but are not limited to:

- changes in commodity prices,
- extreme and unpredictable weather conditions,
- the sufficiency of risk management and hedging policies,
- customer concentration,
- federal, state and local regulation, including the industry's ability to prevail on its challenge to the New York Public Service Commission's order enacting new regulations that sought to impose significant new restrictions on retail energy providers operating in New York,
- key license retention,
- increased regulatory scrutiny and compliance costs,
- our ability to borrow funds and access credit markets,
- restrictions in our debt agreements and collateral requirements,
- credit risk with respect to suppliers and customers,
- level of indebtedness,
- changes in costs to acquire customers,
- actual customer attrition rates,
- actual bad debt expense in non-POR markets,
- accuracy of internal billing systems,
- ability to successfully navigate entry into new markets,
- whether our majority shareholder or its affiliates offers us acquisition opportunities on terms that are commercially acceptable to us,
- competition, and
- the “Risk Factors” in this report.

You should review the Risk Factors in Item 1A of Part I and other factors noted throughout this report which could cause our actual results to differ materially from those contained in any forward-looking statement. All forward-looking statements speak only as of the date of this report. Unless required by law, we disclaim any obligation to publicly update or revise these statements whether as a result of new information, future events or otherwise. It is not possible for us to predict all risks, nor can we assess the impact of all factors on the business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

PART I.

Items 1 & 2. Business and Properties

General

We are a growing independent retail energy services company first founded in 1999 that provides residential and commercial customers in competitive markets across the United States with an alternative choice for their natural gas and electricity. We purchase our natural gas and electricity supply from a variety of wholesale providers and bill our customers monthly for the delivery of natural gas and electricity based on their consumption at either a fixed or variable price. Natural gas and electricity are then distributed to our customers by local regulated utility companies through their existing infrastructure.

We were formed as a Delaware corporation in April 2014 to act as a holding company for the retail natural gas business and asset optimization activities and the retail electricity business of our predecessor, Spark Energy Ventures, LLC. On August 1, 2014, we completed an initial public offering ("IPO") of 3,000,000 shares of our Class A common stock. References to us and our business prior to August 1, 2014 refer to the combined business of our operating subsidiaries before completion of our corporate reorganization in connection with our IPO. See Note 1 "Formation and Organization" to the audited combined and consolidated financial statements for a description of our corporate reorganization in connection with our IPO.

Our business consists of two operating segments:

- *Retail Natural Gas Segment* . We purchase natural gas supply through physical and financial transactions with market counterparts and supply natural gas to residential and commercial consumers pursuant to fixed-price and variable-price contracts. For the years ended December 31, 2015 , 2014 and 2013 , approximately 36% , 45% and 39% , respectively, of our retail revenues were derived from the sale of natural gas. We also identify wholesale natural gas arbitrage opportunities in conjunction with our retail procurement and hedging activities, which we refer to as asset optimization.
- *Retail Electricity Segment* . We purchase electricity supply through physical and financial transactions with market counterparts and independent system operators ("ISOs") and supply electricity to residential and commercial consumers pursuant to fixed-price and variable-price contracts. For the years ended December 31, 2015 , 2014 and 2013 , approximately 64% , 55% and 61% , respectively, of our retail revenue were derived from the sale of electricity.

See Note 14 "Segment Reporting" to the Company's audited combined and consolidated financial statements in this report for financial information relating to our operating segments.

Recent Developments

See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Recent Developments" for a discussion of recent developments affecting our business and operations.

Relationship with our Founder and Majority Shareholder

We will continue to leverage our relationship with affiliates of our founder and majority shareholder, W. Keith Maxwell III (our "Founder"), to execute on our growth strategy that includes sourcing of acquisitions, financing support, and operating cost efficiencies.

Our Founder formed National Gas & Electric, LLC ("NG&E") in 2015 for the purpose of purchasing retail energy companies and retail customer books that could ultimately be resold to the Company. We currently expect that we would fund any potential drop-downs with some combination of cash, subordinated debt, or the issuance of Class B Common Stock to NG&E. However, actual consideration paid for the assets will depend, among other things, on

our capital structure and liquidity at the time of any drop-down. This drop-down strategy affords the Company access to opportunities that might not otherwise be available to us due to our size and availability of capital. Given our Founder's significant economic interest in us, we believe that he is incentivized to offer us opportunities to grow through this drop-down structure. However, our Founder and his affiliates are under no obligation to offer us acquisition opportunities, and we are under no obligation to buy assets from them. Any acquisition activity involving NG&E or any other affiliate of our Founder will be subject to negotiation and approval by a special committee of the Board of Directors consisting solely of independent directors. NG&E has not formally offered us any acquisition opportunities as of the date hereof.

We entered into a Master Service Agreement (the "Master Service Agreement") effective January 1, 2016 with Retailco Services, LLC, which is a wholly owned subsidiary of W. Keith Maxwell III. The Master Service Agreement is for a one-year term and renews automatically for successive one-year terms unless the Master Service Agreement is terminated by either party. Pursuant to the Master Service Agreement, Retailco Services, LLC will provide us with operational support services such as: enrollment and renewal transaction services; customer billing and transaction services; electronic payment processing services; customer services and information technology infrastructure and application support services. As a result of this relationship, the Company realizes immediate savings, a more stable operating cost model, and will position itself to effectively realize additional economies of scale over time. See "—Master Service Agreement with Retailco Services, LLC" for a more detailed summary of the terms and conditions of the Master Service Agreement.

See "Risk Factors—Our future growth is dependent on successful execution of the growth strategy undertaken by our founder" and "—The provision of operational support services under the Master Service Agreement by our affiliate, Retailco Services, LLC, subjects us to a variety of risks" for a discussion of certain risks attributable to the drop down strategy and the related party transactions in which we are involved.

Our Operations

As of December 31, 2015, we operated in 66 utility service territories across 16 states and had approximately 328,000 residential customers and 19,000 commercial customers, which translates to approximately 415,000 "RCEs." An RCE, or residential customer equivalent, is an industry standard measure of natural gas or electricity usage with each RCE representing annual consumption of 100 MMbtu of natural gas or 10 MWh of electricity. We serve natural gas customers in 15 states (Arizona, California, Colorado, Connecticut, Florida, Illinois, Indiana, Maryland, Massachusetts, Michigan, Nevada, New Jersey, New York, Ohio and Pennsylvania) and electricity customers in nine states (Connecticut, Illinois, Maryland, Massachusetts, New Jersey, New York, Ohio, Pennsylvania and Texas).

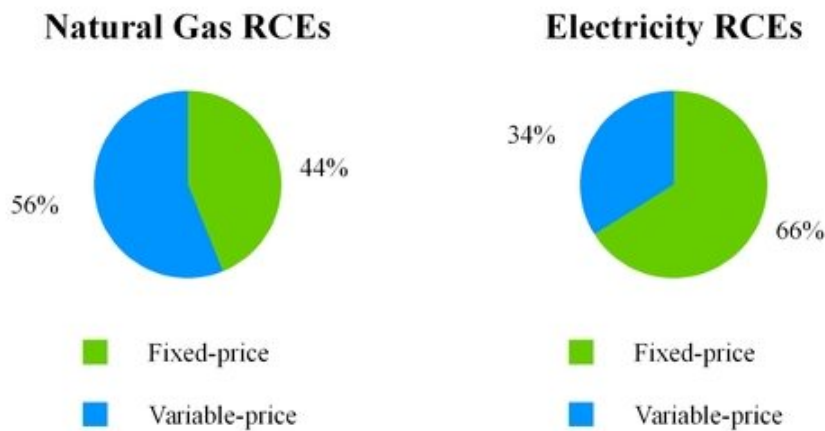
Customer Contracts and Product Offerings

Fixed and variable price contracts

We offer a variety of fixed-price and variable-price service options to our natural gas and electricity customers. Under our fixed-price service options, our customers purchase natural gas and electricity at a fixed price over the life of the customer contract, which provides our customers with protection against increases in natural gas and electricity prices. Our fixed-price contracts typically have a term of one to two years for residential customers and up to three years for commercial customers and most provide for an early termination fee in the event that the customer terminates service prior to the expiration of the contract term. Our variable-price service options carry a month-to-month term and are priced based on our forecasts of underlying commodity prices and other market factors, including the competitive landscape in the market and the regulatory environment. For instance, in a typical market, we offer fixed-price electricity plans for 6, 12 and 24 months and natural gas plans from 12 to 24 months, which may come with or without a monthly service fee and/or a termination fee. We also offer variable price natural gas and electricity plans that offer an introductory fixed price that is generally applied for a certain number of billing cycles, typically two billing cycles in our current markets, then switches to a variable price based on market

conditions. Our variable plans may or may not provide for a termination fee, depending on the market and customer type.

As of December 31, 2015 , approximately 44% of our natural gas RCEs were fixed-price, and the remaining 56% of our natural gas RCEs were variable-price. As of December 31, 2015 , approximately 66% of our electricity RCEs were fixed-price, and the remaining 34% of our electricity RCEs were variable-price.



Green products and renewable energy credits

We offer renewable and carbon neutral (“green”) products in certain markets. Green energy products are a growing market opportunity and typically provide increased unit margins as a result of improved customer satisfaction and less competition. Renewable electricity products allow customers to choose electricity sourced from wind, solar, hydroelectric and biofuel sources, through the purchase of renewable energy credits (“RECs”). Carbon neutral gas products give customers the option to reduce or eliminate the carbon footprint associated with their energy usage through the purchase of carbon offset credits. These products typically provide for fixed or variable prices and generally follow the terms of our other products with the added benefit of carbon reduction and reduced environmental impact. We currently offer renewable electricity in all of our electricity markets and carbon neutral natural gas in several of our gas markets. Green products decreased to approximately 15% of total customers at December 31, 2015 , primarily as a result of our acquisitions of CenStar and Oasis and the cessation of sales activity in Southern California.

In addition to the RECs we purchase to satisfy our voluntary requirements under the terms of our contracts with our customers, we must also purchase a specified amount of RECs based on the amount of electricity we sell in a state in a year pursuant to individual state renewable portfolio standards. We forecast the price for the required RECs at the end of each month and incorporate this cost component into our customer pricing models.

Product Development Process

We identify market opportunities by developing price curves in each of the markets we serve and comparing the market prices and the price the local regulated utility is offering. We then determine if there is an opportunity in a particular market based on our ability to create an attractive customer value proposition that is also able to enhance our profitability. The attractiveness of a product from a consumer’s standpoint is based on a variety of factors, including overall pricing, price stability, contract term, sources of generation and environmental impact and whether or not the contract provides for termination and other fees. Product pricing is also based on a several other factors, including the cost to acquire customers in the market, the competitive landscape and supply issues that may affect pricing.

Customer Acquisition and Retention

Our customer acquisition strategy consists of significant customer growth obtained through opportunistic acquisitions complemented by traditional organic customer acquisition. Management expects that a key component of our customer acquisition strategy going forward is the growth strategy structure with NG&E. See “—Relationship with our Founder and Majority Shareholder” for a discussion of this relationship.

Acquisition of new customers and sales channels

Our customer growth strategy includes acquiring customers through acquisitions as well as organically. We acquire both portfolios of customers as well as smaller retail energy companies.

Once a product has been created for a particular market, we then develop a marketing campaign using a combination of sales channels, with an emphasis on door-to-door and web-based marketing. We identify and acquire customers through a variety of additional sales channels, including our inbound customer care call center, online marketing, email, direct mail, brokers and direct sales. We typically employ multiple vendors under short-term contracts and have not entered into any exclusive marketing arrangements with sales vendors. Our marketing team continuously evaluates the effectiveness of each customer acquisition channel and makes adjustments in order to achieve targeted growth and customer acquisition costs. We attempt to maintain a disciplined approach to recovery of our customer acquisition costs within defined periods.

During the year ended December 31, 2015, our RCE acquisitions were generated from the following sales channels:

Acquisitions	38%
Door to Door	20%
Web Based	16%
Outbound	7%
Call Center	6%
Indirect Sales	4%
Other	9%

Retaining customers and maximizing customer lifetime value

Our management and marketing teams devote significant attention to customer retention. We have developed a disciplined renewal communication process, which is designed to effectively reach our customers prior to the end of the contract term, and employ a team dedicated to managing this renewal communications process. Customers are contacted in each utility prior to the expiration of the customer's contract. Spark may elect to contact the customer through additional channels such as outbound telephone calls and electronic mail communication. We encourage retention and promote renewals by means of each of these contact methods.

We also apply a proprietary evaluation and segmentation process to optimize value both to us and the customer. We analyze historical usage, attrition rates and consumer behaviors to specifically tailor competitive products that aim to maximize the total expected return from energy sales to a specific customer, which we refer to as customer lifetime value.

Asset Optimization

Part of our business includes asset optimization activities in which we identify opportunities in the natural gas wholesale marketplace in conjunction with our retail procurement and hedging activities. Many of the competitive pipeline choice programs in which we participate require us and other retail energy suppliers to take assignment of and manage natural gas transportation and storage assets upstream of their respective city-gate delivery points. With respect to our allocated storage assets, we are also obligated to buy and inject gas in the summer season (April

through October) and sell and withdraw gas during the winter season (November through March). These purchase and injection obligations in our allocated storage assets require us to take a seasonal long position in natural gas. Our asset optimization group determines whether market conditions justify hedging these long positions through additional derivative transactions.

Our asset optimization group utilizes these allocated transportation and storage assets for retail customer usage and to effect transactions in the wholesale market based on market conditions and opportunities. Our asset optimization group also contracts with third parties for transportation and storage capacity in the wholesale market. We are responsible for reservation and demand charges attributable to both our allocated and third-party contracted transportation and storage assets. Our asset optimization group utilizes these allocated and third-party transportation and storage assets in a variety of ways to either improve profitability or optimize supply-side counterparty credit lines.

We frequently enter into spot market transactions in which we purchase and sell natural gas at the same point or we purchase natural gas at one point or pool and ship it using our pipeline reservations for sale at another point or pool, in each case if we are able to capture a margin. We view these spot market transactions as low risk because we enter into the buy and sell transactions simultaneously on a back-to-back basis. We will also act as an intermediary for market participants who need assistance with short-term procurement requirements. Consumers and suppliers will contact us with a need for a certain quantity of natural gas to be bought or sold at a specific location. We are able to use our contacts in the wholesale market to source the requested supply, and we will capture a margin in these transactions.

The asset optimization group historically entered into long-term transportation and storage transactions. Our risk policies are such that this business is limited to back-to-back purchase and sale transactions, or open positions subject to our aggregate net open position limits, which are not held for a period longer than two months. Furthermore, all additional capacity procured outside of a utility allocation of retail assets must be approved by our risk committee. Hedges on our firm transportation obligations are limited to two years or less and hedging of interruptible capacity is prohibited.

We also enter into back-to-back wholesale transactions to optimize our credit lines with third-party energy suppliers. With each of our third-party energy suppliers, we have certain contracted credit lines, within which we are able to purchase energy supply from these counterparties. If we desire to purchase supply beyond these credit limits, we are required to post collateral, in the form of either cash or letters of credit. As we begin to approach the limits of our credit line with one supplier, we may purchase energy supply from another supplier and sell that supply to the original counterparty in order to reduce our net buy position with that counterparty and open up additional credit to procure supply in the future. We also perform certain gas marketing services for an affiliate, whereby we take title to natural gas from the tailgate of the affiliate's natural gas processing plant, sell the natural gas to third-parties and remit payment to the affiliate in an amount equal to that at which we sold the natural gas to third parties. Our sales of gas pursuant to these activities also enable us to optimize our credit lines with third-party energy suppliers by decreasing our net buy position with those suppliers.

Commodity Supply

We hedge and procure our energy requirements from various wholesale energy markets, including both physical and financial markets through short and long term contracts. Our in-house energy supply team is responsible for managing our commodity positions (including energy procurement, capacity, transmission, renewable energy, and resource adequacy requirements) within risk tolerances defined by our risk management policies. We procure our natural gas and electricity requirements at various trading hubs, city gates and load zones. When we procure commodities at trading hubs, we are responsible for delivery to the applicable local regulated utility for distribution.

We periodically adjust our portfolio of purchase/sale contracts in the wholesale natural gas market based upon continual analysis of our forecasted load requirements. Natural gas is then delivered to the local regulated utility city-gate or other specified delivery points where the local regulated utility takes control of the natural gas and

delivers it to individual customers' locations. Additionally, we hedge our natural gas price exposure with financial products. During the year ended December 31, 2015, we transacted physical and financial settlement of natural gas with approximately 140 wholesale counterparties.

In most markets, we typically hedge our electricity exposure with financial products and then purchase the physical power directly from the ISO for delivery. From time to time, we use a combination of physical and financial products to hedge our electricity exposure before buying physical electricity in the day-ahead and real-time market from the ISO. During the year ended December 31, 2015, we transacted physical and financial settlement of electricity with approximately 15 suppliers.

We are assessed monthly for ancillary charges such as reserves and capacity in the electricity sector by the ISOs. For instance, the ISOs will charge all retail electricity providers for monthly reserves that the ISO determines are necessary to protect the integrity of the grid. We attempt to estimate such amounts, but they are difficult to estimate because they are charged in arrears by the ISOs and are subject to fluctuations based on weather and other market conditions. Many of the utilities we serve also allocate natural gas transportation and storage assets to us as a part of their competitive choice program. We are required to fill our allocated storage capacity with natural gas, which creates commodity supply and price risk. Sometimes we cannot hedge the volumes associated with these assets because they are too small compared to the much larger bulk transaction volumes required for trades in the wholesale market or it is not economically feasible to do so.

Risk Management

Our management team operates under a set of corporate risk policies and procedures relating to the purchase and sale of electricity and natural gas, general risk management and credit and collections functions. Our in-house energy supply team is responsible for managing our commodity positions (including energy procurement, capacity, transmission, renewable energy, and resource adequacy requirements) within risk tolerances defined by our risk management policies. We attempt to increase the predictability of cash flows by following our various hedging strategies.

The risk committee has control and authority over all of our risk management activities. The risk committee establishes and oversees the execution of our credit risk management policy and our commodity risk policy. The risk management policies are reviewed at least annually and the risk committee typically meets quarterly to assure that we have followed its policies. The risk committee also seeks to ensure the application of our risk management policies to new products that we may offer. The risk committee is comprised of our Chief Executive Officer, our Chief Financial Officer and our Risk Manager who meet on a regular basis to review the status of the risk management activities and positions. We employ a Risk Manager who reports directly to our Chief Financial Officer and whose compensation is unrelated to trading activity. Commodity positions are typically reviewed and updated daily based on information from our customer databases and pricing information sources. The risk policy sets volumetric limits on intraday and end of day long and short positions in natural gas and electricity. With respect to specific hedges, we have established and approved a formal delegation of authority specifying each trader's authorized volumetric limits based on instrument type, lead time (time to trade flow), fixed price volume, index price volume and tenor (trade flow) for individual transactions. The Risk Manager reports to the risk committee any hedging transactions that exceed these delegated transaction limits.

Commodity Price and Volumetric Risk

Because our contracts require that we deliver full natural gas or electricity requirements to many of our customers and because our customers' usage can be impacted by factors such as weather, we may periodically purchase more or less commodity than our aggregate customer volumetric needs. In buying or selling excess volumes, we may be exposed to commodity price volatility. In order to address the potential volumetric variability of our monthly deliveries for fixed-price customers, we implement various hedging strategies to attempt to mitigate our exposure.

[Table of Contents](#)

Our commodity risk management strategy is designed to hedge substantially all of our forecasted volumes on our fixed-price customer contracts, as well as a portion of the near-term volumes on our variable-price customer contracts. We use both physical and financial products to hedge our fixed-price exposure. The efficacy of our risk management program may be adversely impacted by unanticipated events and costs that we are not able to effectively hedge, including abnormal customer attrition and consumption, certain variable costs associated with electricity grid reliability, pricing differences in the local markets for local delivery of commodities, unanticipated events that impact supply and demand, such as extreme weather, and abrupt changes in the markets for, or availability or cost of, financial instruments that help to hedge commodity price.

Customer demand is also impacted by weather. We use utility-provided historical and/or forward projected customer volumes as a basis for our forecasted volumes and mitigate the risk of seasonal volume fluctuation for some customers by purchasing excess fixed-price hedges within our volumetric tolerances. Should seasonal demand exceed our weather-normalized projections, we may experience a negative impact on financial results.

In addition to our forward price risk management approach described above, we may take further measures to reduce price risk and optimize our returns by: (i) maximizing the use of storage in our daily balancing market areas in order to give us the flexibility to offset volumetric variability arising from changes in winter demand; (ii) entering into daily swing contracts in our daily balancing markets over the winter months to enable us to increase or decrease daily volumes if demand increases or decreases; and (iii) purchasing out-of-the-money call options for contract periods with the highest seasonal volumetric risk to protect against steeply rising prices if our customer demands exceed our forecast. Being geographically diversified in our delivery areas also permits us, from time to time, to employ assets not being used in one area to other areas, thereby mitigating potential increased costs for natural gas that we otherwise may have had to acquire at higher prices to meet increased demand.

We utilize NYMEX-settled financial instruments to offset price risk associated with volume commitments under fixed-price contracts. The valuation for these financial instruments is calculated daily based on the NYMEX Exchange published Closing Price, and they are settled using the Exchange's published Settlement Price at their Maturity.

Basis Risk

We are exposed to basis risk in our operations when the commodities we hedge are sold at different delivery points from the exposure we are seeking to hedge. For example, if we hedge our natural gas commodity price with Chicago basis but physical supply must be delivered to the individual delivery points of specific utility systems around the Chicago metropolitan area, we are exposed to basis risk between the Chicago basis and the individual utility system delivery points. These differences can be significant from time to time, particularly during extreme, unforecasted cold weather conditions. Similarly, in certain of our electricity markets, customers pay the load zone price for electricity, so if we purchase supply to be delivered at a hub, we may have basis risk between the hub and the load zone electricity prices due to local congestion that is not reflected in the hub price. We attempt to hedge basis risk where possible, but hedging instruments are sometimes not economically feasible or available in the smaller quantities that we require.

Customer Credit Risk

Our credit risk management policies are designed to limit customer credit exposure. Credit risk is managed through participation in POR programs in utility service territories where such programs are available. In these markets, we monitor the credit ratings of the local regulated utilities and the parent companies of the utilities that purchase our customer accounts receivable. We also periodically review payment history and financial information for the local regulated utilities to ensure that we identify and respond to any deteriorating trends. In non-POR markets, we assess the creditworthiness of new applicants, monitor customer payment activities and administer an active collections program. Using risk models, past credit experience and different levels of exposure in each of the markets, we monitor our aging, bad debt forecasts and actual bad debt expenses and continually adjust as necessary.

In many of the utility services territories where we conduct business, POR programs have been established, whereby the local regulated utility offers services for billing the customer, collecting payment from the customer and remitting payment to us. This service results in substantially all of our credit risk being linked to the applicable utility and not to our end-use customer in these territories. For the year ended December 31, 2015, approximately 56% of our retail revenues were derived from territories in which substantially all of our credit risk was directly linked to local regulated utility companies, all of which had investment grade ratings as of such date. During the same period, we paid these local regulated utilities a weighted average discount of approximately 1.4% of total revenues for customer credit risk. In certain of the POR markets in which we operate, the utilities limit their collections exposure by retaining the ability to transfer a delinquent account back to us for collection when collections are past due for a specified period. If our collection efforts are unsuccessful, we return the account to the local regulated utility for termination of service. Under these service programs, we are exposed to credit risk related to payment for services rendered during the time between when the customer is transferred to us by the local regulated utility and the time we return the customer to the utility for termination of service, which is generally one to two billing periods. We may also realize a loss on fixed-price customers in this scenario due to the fact that we will have already fully hedged the customer's expected commodity usage for the life of the contract.

In non-POR markets (and in POR markets where we may choose to direct bill our customers), we manage commercial customer credit risk through a formal credit review and manage residential customer credit risk through a variety of procedures, which may include credit score screening, deposits and disconnection for non-payment. We also maintain an allowance for doubtful accounts, which represents our estimate of potential credit losses associated with accounts receivable from customers within non-POR markets.

We assess the adequacy of the allowance for doubtful accounts through review of the aging of customer accounts receivable and general economic conditions in the markets that we serve. Our bad debt expense for the year ended December 31, 2015 was \$7.9 million, or 2.2% of retail revenues. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Drivers of our Business—Customer Credit Risk" for a more detailed discussion of our bad debt expense during the year ended December 31, 2015.

We have limited exposure to high concentrations of sales volumes to individual customers. For the year ended December 31, 2015, our largest customer accounted for less than 1% of total retail energy sales volume.

Counterparty Credit Risk in Wholesale Market

We are exposed to wholesale counterparty credit risk in our retail and asset optimization activities. We do not independently produce natural gas and electricity and depend upon third parties for our supply, which exposes us to counterparty credit risk. If the counterparties to our supply contracts are unable to perform their obligations, we may suffer losses, including as a result of being unable to secure replacement supplies of natural gas or electricity on a timely and cost-effective basis or at all. At December 31, 2015, approximately 77% of our total exposure of \$4.3 million was either with an investment grade customer or otherwise secured with collateral or a guarantee.

Operational Risk

As with all companies, the Company is at risk from cyber-attacks (breaches, unauthorized access, misuse, computer viruses, or other malicious code or other events) that could materially adversely affect our business, or otherwise cause interruptions or malfunctions in our operations.

We mitigate these risks through multiple layers of security controls including policy, hardware, and software security solutions. We also have engaged third parties to assist with both external and internal vulnerability scans and continue to enhance awareness with employee education and accountability. To date, we have not experienced any material loss related to cyber-attacks or other information security breaches.

Master Service Agreement with Retailco Services, LLC for Operational Support Services

We entered into a Master Service Agreement effective January 1, 2016 with Retailco Services, LLC, a wholly owned subsidiary of W. Keith Maxwell III, and NuDevco Retail, LLC ("NuDevco Retail"), an affiliate of our Founder. The Master Service Agreement is for a one-year term and renews automatically for successive one-year terms unless the Master Service Agreement is terminated by either party. Retailco Services, LLC will provide operational support services to us such as: enrollment and renewal transaction services; customer billing and transaction services; electronic payment processing services; customer services and information technology infrastructure and application support services under the Master Service Agreement (collectively, the "Services").

Spark HoldCo will pay Retailco Services, LLC a monthly fee consisting of a monthly fixed fee plus a variable fee per customer per month depending on market complexity. Fees will be fixed for the first six months of the Master Service Agreement, and thereafter the parties will meet quarterly to adjust fees and service levels based on changes in assumptions. The Master Service Agreement provides that Retailco Services, LLC will perform the Services in accordance with specified service levels (the "Service Levels"), and in the event Retailco Services, LLC fails to meet the Service Levels, Spark HoldCo will receive a credit against invoices or a cash payment (the "Penalty Payment"). The amount of the Penalty Payment is initially limited to \$0.1 million monthly, but adjusts annually based upon the amount of fees charged by Retailco Services, LLC for Services over the prior year. Furthermore, in the event that the Service Levels are not satisfied and Spark HoldCo suffers damages in excess of \$0.5 million as a result of such failure, Retailco Services, LLC will make a payment (the "Damage Payment") to Spark HoldCo for the amount of the damages (less the amount of any Penalty Payments also due). The Master Service Agreement provides that in no event may the Penalty Payments and Damage Payments exceed \$2.5 million in any twelve-month period.

In connection with the Master Service Agreement, certain of Spark HoldCo's employees who previously provided services similar to those to be provided under the Master Service Agreement have become employees of Retailco Services, LLC, and certain contracts, assets, and intellectual property have been assigned to Retailco Services, LLC. In addition, in order to facilitate the Services, Spark HoldCo has granted Retailco Services, LLC a non-transferable, non-exclusive, royalty-free, revocable and non-sub-licensable license to use certain of its intellectual property.

Either Spark HoldCo or Retailco Services, LLC is permitted to terminate the Master Service Agreement: (a) upon 30 days prior written notice for convenience and without cause; (b) upon a material breach and written notice to the breaching party when the breach has not been cured 30 days after such notice; (c) upon written notice if Retailco Services, LLC is unable for any reason to resume performance of the services within 60 days following the occurrence of an event of force majeure; and (d) upon certain events of insolvency, assignment for the benefit of creditors, cessation of business, or filings of petitions for bankruptcy or insolvency proceedings by the other party. In the event the Master Service Agreement is terminated for any reason, Retailco Services, LLC will provide certain transition services to Spark HoldCo following the termination, not to exceed six months at the then-current fees.

Retailco Services, LLC and Spark HoldCo have agreed to indemnify each other from: (a) willful misconduct or negligence of the other; (b) bodily injury or death of any person or damage to real and/or tangible personal property caused by the acts or omission of the other; (c) any breach of any representation, warranty, covenant or other obligation of the other party under the Master Service Agreement, and (d) other standard matters. Subject to certain exceptions (including indemnification obligations, the obligations to pay fees and the Damage Payments and Penalty Payments), each parties' liability is limited to \$2.5 million of direct damages.

NuDevco Retail has entered into the Master Service Agreement for the limited purpose of guarantying payments that Retailco Services, LLC may be required to make under the Master Service Agreement up to a maximum of \$2.0 million.

Competition

The markets in which we operate are highly competitive. In markets that are open to competitive choice of retail energy suppliers, our primary competition comes from the incumbent utility and other independent retail energy

[Table of Contents](#)

companies. In the electricity sector, these competitors include larger, well-capitalized energy retailers such as Direct Energy, Inc., FirstEnergy Solutions Inc., Just Energy Group Inc. and NRG Energy Inc. We also compete with small local retail energy providers in the electricity sector that are focused exclusively on certain markets. Each market has a different group of local retail energy providers. With respect to natural gas, our national competitors are primarily Direct Energy and Constellation Energy. Our national competitors generally have diversified energy platforms with multiple marketing approaches and broad geographic coverage similar to us. Competition in each case is based primarily on product offering, price and customer service. The number of competitors in our markets varies. In well-established markets in the Northeast and Texas we have hundreds of competitors, while in others, the competition is limited to several participants.

The competitive landscape differs in each utility service area and within each targeted customer segment. Over the last several years, a number of utilities have spun off their retail marketing arms as part of the opening of retail competition in these markets. Markets that offer POR programs are generally more competitive than those markets in which retail energy providers bear customer credit risk. Market participants are significantly shielded from bad debt expense, thereby allowing easier entry into the POR market. In these markets, we face additional competition as barriers to entry are less onerous.

Our ability to compete by increasing our market share depends on our ability to convince customers to switch to our products and services. Many local regulated utilities and their affiliates may possess the advantages of name recognition, long operating histories, long-standing relationships with their customers and access to financial and other resources, which could pose a competitive challenge to us. As a result of these advantages, many customers of these local regulated utilities may decide to stay with their longtime energy provider if they have been satisfied with their service in the past.

Seasonality of our Business

Our overall operating results fluctuate substantially on a seasonal basis depending on: (i) the geographic mix of our customer base; (ii) the relative concentration of our commodity mix; (iii) weather conditions, which directly influence the demand for natural gas and electricity and affect the prices of energy commodities; and (iv) variability in market prices for natural gas and electricity. These factors can have material short-term impacts on monthly and quarterly operating results, which may be misleading when considered outside of the context of our annual operating cycle.

Our accounts payable and accounts receivable are impacted by seasonality due to the timing differences between when we pay our suppliers for accounts payable versus when we collect from our customers on accounts receivable. We typically pay our suppliers for purchases of natural gas on a monthly basis and electricity on a weekly basis. However, it takes approximately two months from the time we deliver the electricity or natural gas to our customers before we collect from our customers on accounts receivable attributable to those supplies. This timing difference could affect our cash flows, especially during peak cycles in the winter and summer months.

Natural gas accounted for approximately 36% of our retail revenues for the year ended December 31, 2015, which exposes us to a high degree of seasonality in our cash flows and income earned throughout the year as a result of the high concentration of heating load in the winter months. We utilize a considerable amount of cash from operations and borrowing capacity to fund working capital, which includes inventory purchases from April through October each year. We sell our natural gas inventory during the months of November through March of each year. We expect that the significant seasonality impacts to our cash flows and income will continue in future periods.

Regulatory Environment

We operate in the highly regulated natural gas and electricity retail sales industry in all of our respective jurisdictions. We must comply with the legislation and regulations in these jurisdictions in order to maintain our licensed status and to continue our operations, and to obtain the necessary licenses in jurisdictions in which we plan to compete. Licensing requirements vary by state, but generally involve regular, standardized reporting in order to

maintain a license in good standing with the state commission responsible for regulating retail electricity and gas suppliers. There is potential for changes to state legislation and regulatory measures addressing licensing requirements that may impact our business model in the applicable jurisdiction. In addition, as further discussed below, our marketing activities and customer enrollment procedures are subject to rules and regulations at the state and federal level, and failure to comply with requirements imposed by federal and state regulatory authorities could impact our licensing in a particular market.

As of October 2015, the state of Connecticut no longer allows retail energy providers to offer variable rate plans even after the customer rolls off of a fixed rate plan. As a result of this change, we will offer customers who end their fixed terms with another fixed term of no less than four billing cycles. We believe this regulatory change will not have a significant impact on our results of operations, and we expect that we can manage the renewals in these markets to maintain profitability. Other states are currently examining the effectiveness of implementing such a restriction.

On February 23, 2016 the Public Service Commission of the New York (“NYPSC”) issued an order resetting retail energy markets which would limit the types of competitive products that energy service companies (“ESCOs”), such as us, can offer in New York. The order, which has an effective date of ten days from the date of the order, states that all new mass market or residential customers must be enrolled in a contract that offers either: (i) a guarantee that the customer will pay no more than what the customer would pay as a full service utility customer or (ii) an electricity product that is at least 30% derived from specific renewable sources either in the state of New York or in adjacent market areas. On March 4, 2016, the order was stayed pursuant to a temporary restraining order until April 14, 2016, pending adjudication and resolution of the order. The ESCOs are vigorously contesting the validity of this order given its anti-competitive effect on the retail markets in New York.

We are evaluating the potential impact of the PSC's order on our New York operations while preparing to operate in compliance with any new requirements. Given the uncertainty of the outcome of the order and the final requirements that may be implemented, we are unable to predict at this time whether it will have a significant long-term impact on our operations in New York.

Our marketing efforts to consumers, including but not limited to telemarketing, door-to-door sales, direct mail and online marketing, are subject to consumer protection regulation including state deceptive trade practices acts, Federal Trade Commission (“FTC”) marketing standards, and state utility commission rules governing customer solicitations and enrollments, among others. By way of example, telemarketing activity is subject to federal and state do-not-call regulation and certain enrollment standards promulgated by state regulators. Door-to-door sales are governed by the FTC’s “Cooling Off” Rule as well as state-specific regulation in many jurisdictions. In markets in which we conduct customer credit checks, these checks are subject to the requirements of the Fair Credit Reporting Act. Violations of the rules and regulations governing our marketing and sales activity could impact our license to operate in a particular market, result in suspension or otherwise limit our ability to conduct marketing activity in certain markets, and potentially lead to private actions against us. Moreover, there is potential for changes to legislation and regulatory measures applicable to our marketing measures that may impact our business models.

Recent interpretations of the Telephone Consumer Protection Act of 1991 (the “TCPA”) by the Federal Communications Commission (“FCC”) have introduced confusion regarding what constitutes an “autodialer” for purposes of determining compliance under the TCPA. Also, additional restrictions have been placed on wireless telephone numbers making compliance with the TCPA more costly. See “Risk Factors—Risks Associated with Violations of the Telephone Consumer Protection Act.”

As compliance with the TCPA gets more costly and as door-to-door marketing becomes increasingly risky both from a regulatory compliance perspective and from the risk of such activities drawing class action litigation claims, we and our peers who rely on these sales channels will find it more difficult than in the past to engage in direct marketing efforts.

Our participation in natural gas and electricity wholesale markets to procure supply for our retail customers and hedge pricing risk is subject to regulation by the Commodity Futures Trading Commission, including regulation

pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act. In order to sell electricity, capacity and ancillary services in the wholesale electricity markets, we are required to have market-based rate authorization, also known as “MBR Authorization”, from the Federal Energy Regulatory Commission (“FERC”). We are required to make status update filings to FERC to disclose any affiliate relationships and quarterly filings to FERC regarding volumes of wholesale electricity sales in order to maintain our MBR Authorization.

The transportation and sale for resale of natural gas in interstate commerce are regulated by agencies of the U.S. federal government, primarily FERC under the Natural Gas Act of 1938, the Natural Gas Policy Act of 1978 and regulations issued under those statutes. FERC regulates interstate natural gas transportation rates and service conditions, which affects our ability to procure natural gas supply for our retail customers and hedge pricing risk. Since 1985, FERC has endeavored to make natural gas transportation more accessible to natural gas buyers and sellers on an open and non-discriminatory basis. FERC’s orders do not attempt to directly regulate natural gas retail sales. As a shipper of natural gas on interstate pipelines, we are subject to those interstate pipelines tariff requirements and FERC regulations and policies applicable to shippers.

Changes in law and to FERC policies and regulations may adversely affect the availability and reliability of firm and/or interruptible transportation service on interstate pipelines, and we cannot predict what future action FERC will take. We do not believe, however, that any regulatory changes will affect us in a way that materially differs from the way they will affect other natural gas marketers and local regulated utilities with which we compete.

On December 26, 2007, FERC issued Order 704, a final rule on the annual natural gas transaction reporting requirements, as amended by subsequent orders on rehearing. Under Order 704, wholesale buyers and sellers of more than 2.2 million MMBtus of physical natural gas in the previous calendar year, including natural gas gatherers and marketers, are required to report, on May 1 of each year, aggregate volumes of natural gas purchased or sold at wholesale in the prior calendar year to the extent such transactions utilize, contribute to, or may contribute to the formation of price indices. It is the responsibility of the reporting entity to determine which individual transactions should be reported based on the guidance of Order 704. Order 704 also requires market participants to indicate whether they report prices to any index publishers, and if so, whether their reporting complies with FERC’s policy statement on price reporting. As a wholesale buyer and seller of natural gas, we are subject to the reporting requirements of Order 704.

Employees

We employed 189 people as of December 31, 2015 . We are not a party to any collective bargaining agreements and have not experienced any strikes or work stoppages. We consider our relations with our employees to be satisfactory. We utilize the services of independent contractors and vendors to perform various services.

In connection with the Master Service Agreement, 93 of the 189 Spark employees as of December 31, 2015 were transferred to Retailco Services, LLC on January 1, 2016.

Facilities

Our corporate headquarters is located in Houston, Texas. We believe that our facilities are adequate for our current operations. We share our corporate headquarters with certain of our affiliates. Spark Energy Ventures, LLC, an indirect subsidiary of NuDevco Partners, LLC, is the lessee under the lease agreement covering these facilities. NuDevco Partners, LLC pays the entire lease payment on behalf of Spark Energy Ventures, LLC, and we reimburse NuDevco Partners, LLC for our share of the leased space.

Available Information

Our principal executive offices are located at 12140 Wickchester Ln., Suite 100, Houston, Texas 77079, and our telephone number is (713) 600-2600. Our website is located at www.sparkenergy.com. We make available our periodic reports and other information filed with or furnished to the Securities and Exchange Commission (the “SEC”), free of charge through our website, as soon as reasonably practicable after those reports and other information are electronically filed with or furnished to the SEC. Any materials that we have filed with the SEC may be read and copied at the SEC’s Public Reference Room at 100 F Street, NE, Washington D.C. 20549, or accessed by calling the SEC at 1-800-SEC-0330 or visiting the SEC’s website at www.sec.gov.

Item 1A. Risk Factors

You should carefully consider the risks described below together with the other information contained in this report on Form 10-K. Our business, financial condition, cash flows, ability to pay dividends on our Class A common stock and results of operations could be adversely impacted due to any of these risks.

Risks Related to Our Business

We are subject to commodity price risk.

Our financial results are largely dependent on the prices at which we can acquire the commodities we resell. The prevailing market prices for natural gas and electricity have historically, and may continue to, fluctuate substantially over relatively short periods of time, potentially adversely impacting our results of operations, financial condition, cash flows and our ability to pay dividends to the holders of our Class A common stock. Changes in market prices for natural gas and electricity may result from many factors that are outside of our control, including the following:

- weather conditions;
- seasonality;
- demand for energy commodities and general economic conditions;
- disruption of natural gas or electricity transmission or transportation infrastructure or other constraints or inefficiencies;
- reduction or unavailability of generating capacity, including temporary outages, mothballing, or retirements;
- the level of prices and availability of natural gas and competing energy sources, including the impact of changes in environmental regulations impacting suppliers;
- the creditworthiness or bankruptcy or other financial distress of market participants;
- changes in market liquidity;
- natural disasters, wars, embargoes, acts of terrorism and other catastrophic events;
- federal, state, foreign and other governmental regulation and legislation; and
- demand side management, conservation, alternative or renewable energy sources.

Additionally, significant changes in the pricing methods in the wholesale markets in which we operate could affect our commodity prices. Regulatory policies concerning how markets are structured, how compensation is provided for service, and the kinds of different services that can or must be offered, may change and could have significant impacts on our costs of doing business. For example, the Electric Reliability Council of Texas (“ERCOT”) has recently considered supplementing the existing energy and ancillary service markets with a mandate to purchase installed capacity, which could have the effect of increasing our supply costs. Similarly, ERCOT adopted a new reserve imbalance market that will increase prices in certain circumstances. Changes to the prices we pay to acquire commodities and that we are not able to pass along to our customers could materially adversely affect our operations, which could negatively impact our financial results and our ability to pay dividends to the holders of our Class A common stock.

Our financial results may be adversely impacted by weather conditions.

Weather conditions directly influence the demand for and availability of natural gas and electricity and affect the prices of energy commodities. Generally, on most utility systems, demand for natural gas peaks in the winter and demand for electricity peaks in the summer. Typically, when winters are warmer or summers are cooler, demand for energy is lower than expected, resulting in less natural gas and electricity consumption than forecasted. When demand is below anticipated levels due to weather patterns, we may be forced to sell excess supply at prices below our acquisition cost, which could result in reduced margins or even losses.

Conversely, when winters are colder or summers are warmer, consumption may outpace the volumes of natural gas and electricity against which we have hedged, and we may be unable to meet increased demand with storage or

swing supply. In these circumstances, we may experience reduced margins or even losses if we are required to purchase additional supply at higher prices. Our failure to accurately anticipate demand due to fluctuations in weather or to effectively manage our supply in response to a fluctuating commodity price environment could negatively impact our financial results and our ability to pay dividends to the holders of our Class A common stock.

Our risk management policies and hedging procedures may not mitigate risk as planned, and we may fail to fully or effectively hedge our commodity supply and price risk exposure against changes in consumption volumes or market rates.

To provide energy to our customers, we purchase the relevant commodity in the wholesale energy markets, which are often highly volatile. Our commodity risk management strategy is designed to hedge substantially all of our forecasted volumes on our fixed-price customer contracts, as well as a portion of the near-term volumes on our variable-price customer contracts. We use both physical and financial products to hedge our fixed-price exposure. The efficacy of our risk management program may be adversely impacted by unanticipated events and costs that we are not able to effectively hedge, including abnormal customer attrition and consumption, certain variable costs associated with electricity grid reliability, pricing differences in the local markets for local delivery of commodities, unanticipated events that impact supply and demand, such as extreme weather, and abrupt changes in the markets for, or availability or cost of, financial instruments that help to hedge commodity price.

We are exposed to basis risk in our operations when the commodities we hedge are sold at different delivery points from the exposure we are seeking to hedge. For example, if we hedge our natural gas commodity price with Chicago basis but physical supply must be delivered to the individual delivery points of specific utility systems around the Chicago metropolitan area, we are exposed to basis risk between the Chicago basis and the individual utility system delivery points. These differences can be significant from time to time, particularly during extreme, unforecasted cold weather conditions. Similarly, in certain of our electricity markets, customers pay the load zone price for electricity, so if we purchase supply to be delivered at a hub, we may have basis risk between the hub and the load zone electricity prices due to local congestion that is not reflected in the hub price. We attempt to hedge basis risk where possible, but hedging instruments are sometimes not economically feasible or available in the smaller quantities that we require.

In addition, we incur costs monthly for ancillary charges such as reserves and capacity in the electricity sector by ISOs. For instance, the ISOs will charge all retail electricity providers for monthly reserves that the ISO determines are necessary to protect the integrity of the grid. We attempt to estimate such amounts but they are difficult to estimate because they are charged in arrears by the ISOs and are subject to fluctuations based on weather and other market conditions. We may be unable to fully pass the higher cost of ancillary reserves and reliability services through to our customers, and increases in the cost of these ancillary reserves and reliability services could negatively impact our results of operations.

Additionally, assumptions that we use in establishing our hedges may reduce the effectiveness of our hedging instruments. Considerations that may affect our hedging policies include, but are not limited to, human error, assumptions about customer attrition, the relationship of prices at different trading or delivery points, assumptions about future weather, and our load forecasting models.

Many of the natural gas utilities we serve allocate a share of transportation and storage capacity to us as a part of their competitive market operations. We are required to fill our allocated storage capacity with natural gas, which creates commodity supply and price risk. Sometimes we cannot hedge the volumes associated with these assets because they are too small compared to the much larger bulk transaction volumes required for trades in the wholesale market or it is not economically feasible to do so. In some regulatory programs or under some contracts, this capacity may be subject to recall by the utilities, which could have the effect of us being required to access the spot market to cover such recall.

In general, if we are unable to effectively manage our risk management policies and hedging procedures, our financial results and our ability to pay dividends to the holders of our Class A could be adversely affected.

We depend on consistent regulation within a particular utility territory (or state), as well as at the federal level, to permit us to operate in restructured, competitive segments of the natural gas and electricity industries. If competitive restructuring of the natural gas and electricity utility industries is altered, reversed, discontinued or delayed, our business prospects and financial results could be materially adversely affected.

We operate in the highly regulated natural gas and electricity retail sales industry. Regulations may be revised or reinterpreted or new laws and regulations may be adopted or become applicable to us or our operations. Such changes may have a detrimental impact on our business.

In certain restructured energy markets, state legislatures, governmental agencies and/or other interested parties have made proposals to fully or partially re-regulate these markets, which would interfere with our ability to do business. If competitive restructuring of natural gas or electricity markets is altered, reversed, discontinued or delayed, our financial results and our ability to pay dividends to the holders of our Class A common stock could be adversely affected.

The regulatory structure in California, where we have operations in three markets, is in the process of changing as the California Public Utility Commission (the “CPUC”) is assuming greater regulatory responsibility over the core transportation aggregation market and marketers such as ourselves that operate in the natural gas markets in California. California Senate Bill 656, which became effective on January 1, 2014, established CPUC jurisdiction over core transportation aggregators and directed the CPUC to develop and publish consumer protection standards for core transportation aggregators. The new law requires, among other things, that the CPUC must set minimum standards of consumer protection and establish a mechanism to resolve customer complaints and award reparations. The CPUC has yet to implement rules on key issues that will affect retailers in these markets, such as complaint resolution processes; minimum standards for consumer protections; notice requirements detailing the terms and conditions of service and marketing practices. There can be no assurance that the CPUC will not enact new regulations that will make marketing and operating in California more difficult or that any such new regulations and requirements will not have an adverse impact on the Company’s operations in California.

We face risks due to increasing trends in regulation of the retail energy industry at the state level.

Some states are beginning to increase their regulation of their retail electricity and natural gas markets in an effort to eliminate deceptive marketing practices. For example, on June 23, 2015, the Connecticut Legislature passed Public Act 15-90 (“Act 15-90”), which was affirmed in an Interim Decision by the Public Utilities Regulatory Authority of Connecticut on September 30, 2015. Act 15-90 provides that effective October 1, 2015, licensed electric suppliers in Connecticut can no longer offer variable rate products. Upon expiration of current variable rate products, suppliers must either: (i) return the customer to the utility; (ii) keep the customer at the original fixed contract rate until a new contract is entered into or the supplier returns the customer to the utility; or (iii) renew the customer to a new fixed term of no less than four billing cycles. The Public Utilities Regulatory Authority of Connecticut has yet to rule on whether this ban on variable rates under Act 15-90 will become permanent. The inability to offer variable rate products in Connecticut could have the effect of reducing the profitability of operating in that state.

Additionally, on February 23, 2016, the Public Service Commission of the New York (“NYPSC”) issued an order resetting retail energy markets, which would limit the types of competitive products that energy service companies (“ESCOs”), such as us, can offer in New York. The order, which has an effective date of ten days from the date of the order, states that all new mass market or residential customers must be enrolled in a contract that offers either: (i) a guarantee that the customer will pay no more than what the customer would pay as a full service utility customer or (ii) an electricity product that is at least 30% derived from specific renewable sources either in the state of New York or in adjacent market areas. The types of renewable sources that may be used to comply with the new standards are very limited.

In connection with their existing customers, the ESCOs would be obligated to obtain affirmative consent from a customer prior to renewing that customer from a fixed rate or guaranteed savings contract into a contract that provides renewable energy, but does not guarantee savings. ESCOs that currently serve customers through month-

to-month variable rate agreements must enroll those customers in a compliant product at the end of the current billing cycle or return the customers to the utility supply service. ESCOs could lose a significant portion of their customer base to the extent they must seek affirmative consent upon renewal. On March 4, 2016, the order was stayed pursuant to a temporary restraining order until April 14, 2016, pending adjudication and resolution of the order. The ESCOs are vigorously contesting the validity of this order given its anti-competitive effect on the retail markets in New York. In the event that all or significant components of this order are upheld and given effect, ESCOs, including us, could be obligated to seek affirmative consent from their fixed and variable rate customers upon renewal, which may be very difficult to obtain. As of December 31, 2015, 10% of our customers on an RCE basis may be influenced by the current form of this order issued by the NYPSC.

The retail energy business is subject to a high level of federal, state and local regulation.

State, federal and local rules and regulations affecting the retail energy business are subject to change, which may adversely impact our business model. Our costs of doing business may fluctuate based on these regulatory changes. For example, many electricity markets have rate caps, and changes to these rate caps by regulators can impact future price exposure. Similarly, regulatory changes can result in new fees or charges that may not have been anticipated when existing retail contracts were drafted, which can create financial exposure. For example, mandates to purchase a certain quantity or type of electricity capacity can create unanticipated costs. Our ability to manage cost increases that result from regulatory changes will depend, in part, on how the “change in law provisions” of our contracts are interpreted and enforced, among other factors.

Operators of systems providing for the delivery of natural gas and electricity maintain detailed tariffs that are kept on file with regulators. These tariffs and market rules applicable to operators are often very long and complex, and often are subject to service provider proposals to change them. We may not be able to prevent adoption of adverse tariff changes. Users of energy delivery systems also have rules and obligations applicable to them that are established by regulators. For instance, transactions involving a shipper’s release of interstate pipeline capacity are subject to regulation at the federal level. Our failure to abide by tariffs, market rules or other delivery system rules may result in fines, penalties and damages.

We are also subject to regulatory scrutiny in all of our markets that can give rise to compliance fees, licensing fees, or enforcement penalties. Regulations vary widely in the markets in which we operate, and these regulations change from time to time. Failure to follow prescribed regulatory guidelines could result in customer complaints and regulatory sanctions.

In addition, regulators are continuously examining certain aspects of our industry. For example, due to the harsh weather conditions during the 2013-2014 winter season a number of public utility commissions in the northeast have placed additional obligations on retailers in various markets to provide more detailed disclosures to consumers as well as additional and more stringent requirements on notifying customers when their fixed contract converts to variable pricing. These new regulations could adversely affect our customer attrition rates and cause us to incur higher compliance costs.

In addition, door-to-door marketing and outbound telemarketing are a significant part of our marketing efforts. Each of these channels is continually under scrutiny by state and federal regulators and legislators. Additional regulation or restriction of these marketing practices could negatively impact our customer acquisition plan, and therefore our financial results and our ability to pay dividends to the holders of our Class A common stock.

Liability under the Telephone Consumer Protection Act (the “TCPA”) has increased significantly in recent years and we faces risks if we fail to comply with the TCPA.

Our outbound telemarketing efforts and use of mobile messaging to communicate with our customers subjects us to regulation under the TCPA. Over the last several years, companies have been subject to significant liabilities as a result of violations of the TCPA, including penalties, fines and damages under class action lawsuits. In addition, the increased use by us and other consumer retailers of mobile messaging to communicate with our customers has created new issues of application of the TCPA to these communications. In 2015, the Federal Communications

Commission issued several rulings that made compliance with the TCPA more difficult and costly. Specifically, the definition of “autodialer” and the treatment of calls to reassigned mobile numbers have made compliance more difficult and costly. Our failure to effectively monitor and comply with our activities that are subject to the TCPA could result in significant penalties and the adverse effects of having to defend and ultimately suffer liability in a class action lawsuit related to such non-compliance.

We are also subject to liability under the TCPA for actions of our third party vendors who are engaging in outbound telemarketing efforts on our behalf. The issue of vicarious liability for the actions of third parties in violation of the TCPA remains unclear and has been the subject of conflicting precedent in the federal appellate courts. There can be no assurance that we may be subject to significant damages as a result of a class action lawsuit for actions of our vendors that we may not be able to control. If any violation of the TCPA were to occur, our financial results and our ability to pay dividends to the holders of our Class A common stock could be adversely affected.

We are subject to risks of significant liability resulting from class action law suits.

In recent years, retail energy providers have been named as defendants in class action lawsuits relating to pricing and sales practices, among other matters. A number of these lawsuits have resulted in substantial jury awards or settlements. We are currently a defendant in two class action lawsuits involving sales practices in California and New Jersey. Future litigation relating to our pricing and sales practices may negatively impact us by requiring us to pay substantial awards or settlements, increasing our legal costs, diverting management attention from other business issues or harming our reputation with customers, which may adversely affect our financial results and our ability to pay dividends to the holders of our Class A common stock.

Our business is dependent on retaining licenses in the markets in which we operate.

We generally must apply to the relevant state utility commission to become a retail marketer of natural gas and/or electricity in the markets that we serve. Approval by the state regulatory body is subject to our understanding of and compliance with various federal, state and local regulations that govern the activities of retail marketers. If we fail to comply with any of these regulations, we could suffer certain consequences, which may include:

- higher customer complaints and increased unanticipated attrition;
- damage to our reputation with customers and regulators; and
- increased regulatory scrutiny and sanctions, including fines and termination of our license.

Our business model is dependent on continuing to be licensed in existing markets. If we have a license revoked or are not granted renewal of a license, or if our license is adversely conditioned or modified (e.g., by increased bond posting obligations), our financial results could be materially negatively impacted, which could materially negatively impact our financial results and our ability to pay dividends to the holders of our Class A common stock.

In addition, FERC regulates the sale of wholesale electricity by requiring us and other companies who sell into the wholesale market to obtain market-based rate authority. If that authority were revoked, our financial results and our ability to pay dividends to the holders of our Class A common stock could be materially adversely affected.

We intend to grow our business in part through strategic acquisition opportunities from third parties and potentially from affiliates of our majority shareholder. If we are unable to make acquisitions on economically acceptable terms or we cannot consummate acquisitions due to capital constraints, our future growth may be limited.

Our ability to grow depends in part on our ability to make acquisitions that are accretive to our adjusted earnings before income taxes, depreciation and amortization ("Adjusted EBITDA"). We define “Adjusted EBITDA” as EBITDA less (i) customer acquisition costs incurred in the current period, (ii) net gain (loss) on derivative instruments, and (iii) net current period cash settlements on derivative instruments, plus (iv) non-cash compensation expense and (v) other non-cash operating items.

If we are unable to make accretive acquisitions, whether because we are (i) unable to identify attractive acquisition candidates or negotiate commercially acceptable terms for such acquisitions, (ii) unable to obtain financing for these acquisitions on economically feasible terms, or (iii) outbid by competitors, then our future growth may be limited to organic growth.

We may be subject to risks in connection with acquisitions, which could cause us to fail to realize many of the anticipated benefits of such acquisitions.

We believe that acquisitions that we complete, including our acquisitions of Oasis and CenStar in 2015, will be beneficial to our company and our stockholders. Achieving the anticipated benefits of these and future transactions will depend in part upon our accuracy assessing the benefits of the acquisition prior to undertaking it, and our ability to integrate the acquired businesses in an efficient and effective manner.

The successful acquisition of a business requires assessing several factors, including anticipated cash flow and accretive value, regulatory challenges, our ability to retain customers and assumed liabilities. The accuracy of these assessments is inherently uncertain and may divert management's attention from the day-to-day operations.

Furthermore, even if we are accurate in our assessments, we may not be able to accomplish the integration process smoothly or successfully. The difficulties of integrating our acquisitions potentially will include, among other things:

- coordinating geographically separate organizations and addressing possible differences in corporate cultures and management philosophies;
- dedicating significant management resources to the integration of acquisitions, which may temporarily distract management's attention from the day-to-day business of the combined company;
- operating in states and markets where we have not previously conducted business;
- managing different and competing brands and retail strategies in the same markets;
- coordinating customer information and billing systems and determining how to optimize those systems on a consolidated level;
- successfully transitioning acquired business operations to Retailco Services, LLC under the Master Service Agreement; and
- successfully recognizing expected cost savings and other synergies in overlapping functions.

If any of the risks above were to occur, our financial results and our ability to pay dividends to the holders of our Class A common stock could be adversely affected.

Our future growth is dependent on the successful execution of our growth strategy.

Our growth strategy depends on our ability to make acquisitions that are accretive to our earnings. One of the primary sources of our anticipated growth strategy is through the acquisition of businesses from NG&E, which is owned by W. Keith Maxwell III, our Chairman of the Board, founder and majority shareholder. The success of this growth strategy is dependent on a variety of factors including:

- successful identification of accretive acquisition targets by NG&E;
- material events or changes in the acquired companies that occur after NG&E acquires them, which may preclude us from completing any acquisitions;
- NG&E's ability to operate these acquired companies in a manner that causes them to retain their value prior to any acquisitions;
- NG&E's willingness to offer the opportunities to us at prices that are commercially attractive and on terms that are acceptable to us;
- our ability to obtain financing for these acquisitions on economically feasible terms, which may depend on NG&E's willingness to accept shares of Class B common stock or other financing in consideration of these acquisitions; and
- our ability to obtain approval by a special committee of independent directors of our Board of any such transaction;

If any of the risks above were to occur, it may impact our growth strategy, and our financial results and our ability to pay dividends to the holders of our Class A common stock could be adversely affected. We can provide no assurance that NG&E will offer us acquisition opportunities, or if it does offer us any acquisition opportunities, that it will do so on commercially reasonable terms. Neither NG&E nor any of its affiliates is obligated to offer us any acquisition opportunities. Further, we may not decide to accept any such opportunities presented by NG&E or its affiliates on the terms being offered. Any transaction between us and any of NG&E or its affiliates would be subject to review and approval of a special committee of independent directors. Investors should not place any reliance on any intention of NG&E and its affiliates to offer us acquisition opportunities.

We may not be able to manage our growth successfully, which could strain our liquidity and other resources and lead to poor customer satisfaction with our services.

The growth of our operations will depend upon our ability to expand our customer base in our existing markets and to enter new markets in a timely manner at reasonable costs. As we expand our operations, we may encounter difficulties implementing new product offerings or integrating new customers and employees as well as any legacy systems of acquired entities.

We may experience difficulty managing the growth of a portfolio of customers that is diverse with respect to the types of service offerings, applicable market rules and the infrastructure for product delivery. We also may experience difficulty integrating an acquired company's personnel and operations, or key personnel of the acquired company may decide not to work for us. Furthermore, if we acquire the residential or commercial businesses of an incumbent local regulated utility or other energy provider in a particular market, the customers of that business may not be under any obligation to use our services. These difficulties could disrupt our ongoing business, distract our management and employees, increase our expenses and adversely affect our cash flows.

Expanding our operations could result in increased liquidity needs to support working capital for the purchase of natural gas and electricity supply to meet our customers' needs, for the credit requirements of forward physical supply and for generally higher operating expenses. Expanding our operations also may require continued development of our operating and financial controls and may place additional stress on our management and operational resources. If we are unable to manage our growth and development successfully, this could affect our financial results and our ability to pay dividends to the holders of our Class A common stock.

The provision of operational support services under the Master Service Agreement by our affiliate Retailco Services, LLC subjects us to a variety of risks.

A significant portion of our operations, including enrollment and renewal transaction services, customer billing and transaction services, electronic payment processing services, customer services and information technology infrastructure and application support services is being provided to us by our affiliate, Retailco Services, LLC, under the Master Service Agreement. We are subject to a variety of risks under the Master Service Agreement, including:

- conflicts of interest that may arise between W. Keith Maxwell III, our Chairman of the Board, founder and majority stockholder, who owns Retailco Services, LLC, where he may favor the interests of Retailco Services, LLC over our interests;
- the charging of higher fees by Retailco Services, LLC than we originally anticipated, or the inability of Retailco Services, LLC to provide us with certain service levels, each of which may be renegotiated quarterly;
- failure of Retailco Services, LLC to perform or meet other obligations under the Master Service Agreement;
- counterparty credit risk for certain penalty payments that may be payable to us by Retailco Services, LLC;
- termination of the Master Service Agreement at a time earlier than we anticipate or at a time that is unfavorable to us, which could subject us to increased costs to transition those services elsewhere;

Table of Contents

- a change of control in which Mr. Maxwell no longer controls or owns a significant interest in either of Retailco Services, LLC or us, which could impact Mr. Maxwell's incentives to provide us services through Retailco Services, LLC; and
- a negative impact on our operations and financial reporting due to the outsourcing of certain of our internal controls and data accuracy processes.

If any of the risks above were to occur, our financial results and our ability to pay dividends to the holders of our Class A common stock could be adversely affected.

Our financial results fluctuate on a seasonal and quarterly basis.

Our overall operating results fluctuate substantially on a seasonal basis depending on: (1) the geographic mix of our customer base; (2) the concentration of our product mix; (3) the impact of weather conditions on commodity pricing and demand, (4) variability in market prices for natural gas and electricity, and (5) changes in the cost of delivery of such commodities through energy delivery networks. These factors can have material short-term impacts on monthly and quarterly operating results, which may be misleading when considered outside of the context of our annual operating cycle. In addition, our accounts payable and accounts receivable are impacted by seasonality due to the timing differences between when we pay our suppliers for accounts payable versus when we collect from our customers on accounts receivable. We typically pay our suppliers for purchases of natural gas on a monthly basis and electricity on a weekly basis. However, it takes approximately two months from the time we deliver the electricity or natural gas to our customers before we collect from our customers on accounts receivable attributable to those supplies. This timing difference could affect our cash flows, especially during peak cycles in the winter and summer months. Furthermore, as a result of the seasonality of our business, we may reserve a portion of our excess cash available for distribution in the first and fourth quarters in order to fund our second and third quarter distributions. Because of the seasonal nature of our business and operating results, it may be difficult for investors to accurately and adequately value our business based on our interim result, which could materially negatively impact our financial results and our ability to pay dividends to the holders of our Class A common stock.

Pursuant to our cash dividend policy, we distribute a significant portion of our cash through regular quarterly dividends, and our ability to grow and make acquisitions with cash on hand could be limited.

Pursuant to our cash dividend policy, we have been distributing, and intend to distribute, a significant portion of our cash through regular quarterly dividends to holders of our Class A common stock. As such, our growth may not be as fast as that of businesses that reinvest their available cash to expand ongoing operations. To the extent we issue additional equity securities in connection with any acquisitions or growth capital expenditures, the payment of dividends on these additional equity securities may increase the risk that we will be unable to maintain our per share dividend rate. We may also rely upon external financing sources, including the issuance of debt, equity securities, convertible subordinated notes and borrowings under our Senior Credit Facility to fund our acquisitions and growth capital expenditures. The incurrence of bank borrowings or other debt to finance our growth strategy will result in increased interest expense and the imposition of additional or more restrictive covenants, which, in turn, may impact our ability to pay dividends to holders of our Class A common stock. We may decide not to pursue otherwise attractive acquisitions if the projected short-term cash flow from the acquisition or investment is not adequate to service the capital raised to fund the acquisition or investment, after giving effect to our available cash reserves.

We may have difficulty retaining our existing customers or obtaining a sufficient number of new customers.

As of December 31, 2015, approximately 44% of our natural gas RCEs were fixed-price, and the remaining 56% of our natural gas RCEs were variable-price. As of December 31, 2015, approximately 66% of our electricity RCEs were fixed-price, and the remaining 34% of our electricity RCEs were variable-price. A significant decrease in the retail price of natural gas or electricity may cause our customers to switch retail energy service providers during their contract terms to obtain more favorable prices. Although we generally have a right to collect a termination fee from each customer on a fixed-price contract who terminates their contract following such an event, we may not be able to collect the termination fees in full or at all. Our variable-price contracts typically may be terminated by our customers at any time without penalty.

Furthermore, significant ongoing competition exists for customers in the markets where we operate, and we cannot guarantee that we will be able to retain our existing customers or obtain a sufficient number of new customers. We anticipate that we will incur significant costs as we enter new markets and pursue customers by utilizing a variety of marketing methods. In order for us to recover these expenses, we must attract and retain these customers on economic terms and for extended periods. We cannot be certain that our future efforts to retain our customers or secure additional customers will generate sufficient gross margins for us to expand into additional markets or that we will be able to prevent customer attrition and attract new customers in existing markets. If our marketing strategy is not successful, our financial results and our ability to pay dividends to the holders of our Class A common stock could be adversely affected.

We experience strong competition from local regulated utilities and other competitors.

The markets in which we compete are highly competitive, and we may not be able to compete effectively, especially against established industry competitors and new entrants with greater financial resources. We encounter significant competition from local regulated utilities or their retail affiliates and traditional and new retail energy providers with greater financial resources, well established brand names and/or large, existing installed customer bases. In most markets, our principal competitor may be the local regulated utility company or its affiliated retail arm. The local regulated utilities have the advantage of longstanding relationships with their customers, and they may have longer operating histories, better access to data, greater financial and other resources and greater name recognition in their markets than we do. Convincing customers to switch to a new company for the supply of a critical commodity such as natural gas or electricity is a challenge.

In certain markets, local regulated utilities may seek to decrease their tariffed retail rates to limit or to preclude opportunities for retail energy providers to acquire market share, and otherwise seek to establish rates, terms and conditions to the disadvantage of retail energy providers such that these retail energy providers cannot remain competitive in that market. Also, in states where the utility service rate is set through the procurement of energy over a period of months or years, the utility service rate will lag behind market conditions. If energy prices rise significantly above the utility service rate over a prolonged period of time, we may be forced to reduce our operating margins in order to price more competitively with the utility service rate and may experience increased customer attrition, as some customers may switch to the service offer from the utility.

In addition to competition from the local regulated utilities, we face competition from a number of other retail energy providers. We also may face competition from large corporations with similar billing and customer service capabilities, such as telecommunication service providers and nationally branded providers of consumer products and services that have a significant base of existing customers. Many of these competitors or potential competitors are larger than us and have access to more significant capital resources. For example, a larger competitor may be able to incur more costs to acquire customers if its cost of capital is lower than ours. Similarly, marketers with a larger presence in the relevant market or that have interruptible load as part of their customer base may benefit from synergies or scale economies that smaller marketers, or marketers serving only firm customers, cannot obtain. In addition, product offerings that provide a consumer with an alternative source of energy, such as a solar panel, may become more common and indirectly compete with us. If our marketing strategy is not successful, it may affect our financial results and our ability to pay dividends to the holders of our Class A common stock.

Our affiliate, National Gas & Electric, LLC, competes with us in several markets.

W. Keith Maxwell III, our founder, Chairman and the indirect owner of a majority interest in us, is also the sole owner and Chief Executive Officer of NG&E. NG&E was created to make acquisitions for the purpose of ultimately offering all or a portion of such acquisitions to us as a part of our growth strategy. NG&E may choose to retain all or a portion of these acquisitions for its own business, or it may operate the businesses it acquires for a lengthy period of time before offering them to us. In operating these businesses, NG&E will from time to time compete with us in various markets. We also may both be acquiring customers in the same markets and using the same pool of vendors. Such competition may adversely affect our ability to operate successfully in a given market, which could have a material adverse effect on our financial results and our ability to pay dividends to the holders of our Class A common stock.

The accounting method we use for our hedging activities results in volatility in our quarterly and annual financial results.

We enter into a variety of financial derivative and physical contracts to manage commodity price risk, and we use mark-to-market accounting to account for this hedging activity. Under the mark-to-market accounting method, changes in the fair value of our hedging instruments that are not qualifying or not designated as hedges under accounting rules are recognized immediately in earnings. As a result of this accounting treatment, changes in the forward prices of natural gas and electricity cause volatility in our quarterly and annual earnings, which we are unable to fully anticipate.

We could also incur volatility from quarter to quarter associated with gains and losses on settled hedges relating to natural gas held in inventory if we choose to hedge the summer-winter spread on our retail allocated storage capacity. We typically purchase natural gas inventory and store it from April to October for withdrawal from November through March. Since a portion of the inventory is used to satisfy delivery obligations to our fixed-price customers over the winter months, we hedge the associated price risk using derivative contracts. Any gains or losses associated with settled derivative contracts are reflected in the statement of operations as a component of retail cost of sales and net asset optimization.

Increased collateral requirements in connection with our supply activities may restrict our liquidity which could limit our ability to grow our business or pay dividends.

Our contractual agreements with certain local regulated utilities and our supplier counterparties require us to maintain restricted cash balances or letters of credit as collateral for credit risk or the performance risk associated with the future delivery of natural gas or electricity. These collateral requirements may increase as we grow our customer base. Collateral requirements will increase based on the volume or cost of the commodity we purchase in any given month and the amount of capacity or service contracted for with the local regulated utility. Significant changes in market prices also can result in fluctuations in the collateral that local regulated utilities or suppliers require.

The effectiveness of our operations and future growth, and our ability to pay dividends to the holders of our Class A common stock depend in part on the amount of cash and letters of credit available to enter into or maintain these contracts. The cost of these arrangements may be affected by changes in credit markets, such as interest rate spreads in the cost of financing between different levels of credit ratings. These liquidity requirements may be greater than we anticipate or are able to meet and therefore could limit our ability to grow our business or pay dividends to the holders of shares of our Class A common stock.

Our supply contracts expose us to counterparty credit risk.

We do not independently produce natural gas and electricity and depend upon third parties for our supply. If the counterparties to our supply contracts are unable to perform their obligations, we may suffer losses, including as a result of being unable to secure replacement supplies of natural gas or electricity on a timely and cost-effective basis or at all. If we cannot identify alternative supplies of natural gas or electricity, or secure natural gas or electricity in a timely fashion, our financial results and our ability to pay dividends to the holders of our Class A common stock could be adversely affected.

We are subject to direct credit risk for certain customers who may fail to pay their bills as they become due.

We bear direct credit risk related to our customers located in markets that have not implemented POR programs as well as indirect credit risk in those POR markets that pass collection efforts along to us after a specified non-payment period. For the year ended December 31, 2015, customers in non-POR markets represented approximately 44% of our retail revenues. We generally have the ability to terminate contracts with customers in the event of non-payment, but in most states in which we operate we cannot disconnect their natural gas or electricity gas service. In POR markets where the local regulated utility has the ability to return non-paying customers to us after specified periods, we may realize a loss for one to two billing periods until we can terminate these customers' contracts. We

may also realize a loss on fixed-price customers in this scenario due to the fact that we will have already fully hedged the customer's expected commodity usage for the life of the contract. Even if we terminate service to customers who fail to pay their bill, we remain liable to our suppliers of natural gas and electricity for the cost of those commodities. Furthermore, in the Texas market, we are responsible for billing the distribution charges for the local regulated utility and are at risk for these charges, in addition to the cost of the commodity, in the event customers fail to pay their bills. Changing economic factors, such as rising unemployment rates and energy prices also result in a higher risk of customers being unable to pay their bills when due.

The failure of our customers to pay their bills or our failure to maintain adequate billing and collection procedures could adversely affect our financial results and our ability to pay dividends to the holders of our Class A common stock.

We are subject to credit, operational and financial risks related to certain local regulated utilities that provide billing services and guarantee the customer receivables for their markets.

In POR markets, we rely on the local regulated utility to purchase our customer accounts receivable and to perform timely and accurate billing. POR markets represented approximately 56% of our retail revenues for the year ended December 31, 2015 . As our business grows, the portion of customers we serve in POR markets could increase. The bankruptcy of a local regulated utility could result in a default in such local regulated utility's payment obligations to us, or efforts to reject contracts for service that they have with us if they believe there is a high value alternative opportunity.

In POR markets where local regulated utilities purchase our receivables and in certain other markets, local regulated utilities are responsible for billing services. Local regulated utilities that provide billing services rely on us for accurate and timely communication of contract rates and other information necessary for accurate billing to customers. The number of territories within which we provide natural gas and electricity supply poses a constant challenge that demands considerable management, personnel and information system resources. Each territory requires unique and often varied electronic data interface systems. Rules that govern the exchange of data may be changed by the local regulated utilities. In certain instances, we must rely on manual processes and procedures to communicate data to local regulated utilities for inclusion in customer bills. In addition, some utilities may experience difficulty in providing accurate, timely data when changing metering equipment (e.g ., from manually-read to telemetry). Failure to provide accurate data to local regulated utilities on a timely basis could result in underpayment or nonpayment by our customers, and therefore adversely affect our financial results and our ability to pay dividends to the holders of our Class A common stock.

Our indebtedness could adversely affect our ability to raise additional capital to fund our operations or pay dividends. It could also expose us to the risk of increased interest rates and limit our ability to react to changes in the economy or our industry as well as impact our cash available for distribution.

We have \$42.4 million of indebtedness outstanding under our Senior Credit Facility and \$21.5 million in issued letters of credit as of December 31, 2015 . Debt we incur under our Senior Credit Facility or otherwise could have important negative consequences on our financial condition, including:

- increasing our vulnerability to general economic and industry conditions;
- requiring cash flow from operations to be dedicated to the payment of principal and interest on our indebtedness, therefore reducing our ability to pay dividends to holders of our Class A common stock or to use our cash flow to fund our operations, capital expenditures and future business opportunities;
- limiting our ability to fund operations or future acquisitions;
- restricting our ability to make certain distributions with respect to our capital stock and the ability of our subsidiaries to make certain distributions to us, in light of restricted payment and other financial covenants, including requirements to maintain certain financial ratios, in our credit facilities and other financing agreements;

- exposing us to the risk of increased interest rates because borrowings under our Senior Credit Facility will be at variable rates of interest; and
- limiting our ability to obtain additional financing for working capital including collateral postings, capital expenditures, debt service requirements, acquisitions and general corporate or other purposes.

Our Senior Credit Facility contains financial and other restrictive covenants that may limit our ability to return capital to stockholders or otherwise engage in activities that may be in our long-term best interests. Our inability to satisfy certain financial covenants could prevent us from paying cash dividends, and our failure to comply with those and other covenants could result in an event of default which, if not cured or waived, may entitle the lenders to demand repayment or enforce their security interests, which could negatively impact our financial results and our ability to pay dividends to the holders of our Class A common stock.

We depend on the accuracy of data in our billing systems. Inaccurate data could have a negative impact on our results of operations, financial condition, cash flows and reputation with customers and/or regulators.

We depend on the accuracy and timeliness of customer billing, collections and consumption information in our information systems. We rely on many internal and external sources for this information, including:

- our internal marketing, pricing and customer operations functions; and
- various local regulated utilities and ISOs for volume or meter read information, certain billing rates and billing types (e.g., budget billing) and other fees and expenses.

Inaccurate or untimely information, which may be outside of our direct control, could result in:

- inaccurate and/or untimely bills sent to customers;
- inaccurate accounting and reporting of customer revenues, gross margin and accounts receivable activity;
- inaccurate measurement of usage rates, throughput and imbalances;
- customer complaints; and
- increased regulatory scrutiny.

We may become liable for incorrectly calculating taxes, and certain of our charges may become uncollectable due to billing errors. Although customers are responsible for the payment of taxes related to the sales of natural gas and electricity, we estimate the amount of taxes they owe and invoice our customers through our billing process. We subsequently remit those taxes to the relevant taxing authorities. If we were to later determine that the amount we billed them for taxes was insufficient, we would not be able to recover the difference from them and would ultimately be responsible for those costs. Additionally, some of the markets in which we operate require us to bill customers within a specific period of time. If we do not bill our customer within that period of time, the customer may not be obligated to pay us.

In connection with our obligations to remit sales taxes charged to our customers, the various states in which we operate undertake periodic audits of our remittance and collections of sales taxes. The Company is undergoing an audit in New York that spans several years for which the Company may have additional liabilities in connection with those years. States such as New York and Texas have particularly complex sales tax structures with varying rates depending on the city and county in which a taxpayer is located and the type of taxpayer. As a result of these complexities and due to errors on the part of the utilities in providing us with accurate information to properly assess these taxes, we are frequently assessed for additional sales taxes that we may have not remitted correctly. We cannot predict the impact of these sales tax audits on our financial results. The amounts we may be obligated to pay in connection with erroneous remittances of sales taxes could be material to our financial results and our ability to pay dividends to the holders of our Class A common stock.

Regulations in the restructured markets in which we operate require that meter reading be performed by the local regulated utility; and we are required to rely on the local regulated utility to provide us with our customers' information regarding energy usage. Our inability to obtain this usage information or confirm information received

from the utilities could negatively impact our billing systems and reputation with customers and, therefore, our financial results and our ability to pay dividends to the holders of our Class A common stock.

Information management systems could prove unreliable.

We operate in a high volume business with an extensive array of data interchanges and market requirements. We are highly dependent on our information management systems to track, monitor and correct or otherwise verify a high volume of data to ensure the reported financial results and our forecasting efforts are accurate. Our information management systems are designed to help us forecast new customer enrollments and their energy requirements, which helps ensure that we are able to supply new customers estimated average energy requirements without exposing us to excessive commodity price risk.

We may be subject to disruptions in our information flow arising out of events beyond our control, such as natural disasters, epidemics, failures in hardware or software, power fluctuations, telecommunications and other similar disruptions. In addition, our information management systems may be vulnerable to computer viruses, incursions by intruders or hackers and cyber terrorists and other similar disruptions. The failure of our information management systems to perform as anticipated for any reason or any significant breach of security could disrupt our business and result in numerous adverse consequences, including reduced effectiveness and efficiency of our operations, inappropriate disclosure of confidential information and increased overhead costs, all of which could impact our financial results and our ability to pay dividends to the holders of our Class A common stock.

The Company's business is subject to cyber-attacks and data breaches, including the risk that sensitive customer data may be compromised, which could result in an adverse impact to its reputation and results of operations

The Company is dependent on information technology systems that we own and that are owned and managed by third parties. Parties that wish to disrupt the Company's operations could view our computer systems or networks and those of our third party outsourced providers as attractive targets for cyber-attack. Our business requires access to sensitive customer data in the ordinary course of business. Examples of sensitive customer data are names, addresses, account information, historical electricity usage, expected patterns of use, payment history, credit bureau data, credit and debit card account numbers, drivers' license numbers, social security numbers and bank account information. The Company provides sensitive customer data to vendors and service providers who require access to this information in order to provide billing and transaction services.

A successful cyber-attack on the systems that control the Company's billing and transaction and customer information systems could severely disrupt business operations, preventing the Company from billing and collecting revenues. A cyber-attack or security breach on us or our third party outsourced system providers could result in significant expenses to investigate and repair security breaches or system damage and could lead to litigation, fines, other remedial action, heightened regulatory scrutiny, diminished customer confidence and damage to the Company's reputation. In addition, the misappropriation, corruption or loss of personally identifiable information and other confidential data could lead to significant breach notification expenses and mitigation expenses. The Company does not maintain cyber-liability insurance that covers certain damage caused by potential cyber incidents. A significant cyber incident could materially and adversely affect the Company's business, financial condition and results of operations.

We depend on local transportation and transmission facilities of third parties to supply our customers. Our financial results may be adversely impacted if transportation and transmission availability is limited or unreliable.

We depend on transportation and transmission facilities owned and operated by local regulated utilities and other energy companies to deliver the natural gas and electricity we sell to customers. Under the regulatory structures adopted in most jurisdictions, we are required to enter into agreements with regulated local regulated utilities for use of the local distribution systems and to establish functional data interfaces necessary to serve our customers. Any delay in the negotiation of such agreements or inability to enter into reasonable agreements could delay or negatively impact our ability to serve customers in those jurisdictions. Additionally, failure to coordinate upstream

and downstream receipts and deliveries on an energy transportation network can result in significant penalties. Any of these factors could have an adverse impact on our financial results and our ability to pay dividends to the holders of our Class A common stock.

We also depend on local regulated utilities for maintenance of the infrastructure through which we deliver natural gas and electricity to our customers. We are unable to control the level of service the utilities provide to our customers, including the timeliness and effectiveness of upkeep and repairs to infrastructure. Any infrastructure failure that interrupts or impairs delivery of electricity or natural gas to our customers could cause customer dissatisfaction, which could adversely affect our business. If transportation or transmission/distribution is disrupted, or if transportation or transmission/distribution capacity is inadequate, our ability to sell and deliver products may be hindered. Such disruptions could also hinder our providing electricity or natural gas to our customers and adversely impact our risk management policies, hedge contracts, our financial results and our ability to pay dividends to the holders of our Class A common stock.

In addition, the power generation and transmission/distribution infrastructure in the United States is very complex. Maintaining reliability of the infrastructure requires appropriate oversight by regulatory agencies, careful planning and design, trained and skilled operators, sophisticated information technology and communication systems, ongoing monitoring and, where necessary, improvements to various components of the infrastructure, including with regard to security. Major electric power blackouts are possible, which could disrupt electrical service for extended periods of time to large geographic regions of the United States. If such a major blackout were to occur, we may be unable to deliver electricity to our customers in the affected region, which would have an adverse impact on our financial results and our ability to pay dividends to the holders of our Class A common stock.

The adoption of derivatives legislation by Congress will continue to have an adverse impact on our ability to hedge risks associated with our business.

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”), enacted on July 21, 2010, established federal oversight and regulation of the over-the-counter derivatives market and entities, such as us, that participate in that market. Although we qualify for the end-user exception to the mandatory clearing and uncleared swap margin requirements for swaps to hedge our commercial risks, the application of such requirements to other market participants, such as swap dealers, has changed the cost and availability of the swaps that we use for hedging.

The Act and any new regulations promulgated under the Act could significantly increase the cost of derivative transactions, materially alter the terms of derivative contracts, reduce the availability of derivatives to protect against risks that we encounter, or reduce our ability to monetize or restructure our existing derivative contracts. If we reduce our use of derivatives as a result of the Act and related regulations, our results of operations may become more volatile and our cash flows may be less predictable, which could adversely affect our ability to plan for and fund capital expenditures. Any of these consequences could have a material adverse effect on our financial results and our ability to pay dividends to the holders of our Class A common stock.

Our success depends on key members of our management, the loss of whom could disrupt our business operations.

We depend on the continued employment and performance of key management personnel. A number of our senior executives have substantial experience in consumer and energy markets that have undergone regulatory restructuring and have extensive risk management and hedging expertise. We believe their experience is important to our continued success. We do not maintain key life insurance policies for our executive officers. If our key executives do not continue in their present roles and are not adequately replaced, our financial results and our ability to pay dividends to the holders of our Class A common stock could be adversely affected.

We rely on a capable, well-trained workforce to operate effectively. Retention of employees with strong industry or operational knowledge is essential to our ongoing success.

Many of the employee positions within our customer operations, energy supply, information systems, pricing, marketing, risk management and finance functions require extensive industry, operational, regulatory or financial experience or skills that may not be easily replaced if an employee were to leave employment with us. While some normal employee turnover is expected, high turnover could strain our ability to manage our ongoing operations as well as inhibit organic and acquisition growth.

We rely on a third party vendor for our customer billing and transactions platform which exposes us to third party performance risk.

We have outsourced our back office customer billing and transactions functions to a third party, and we rely heavily on the continued performance of that vendor under the outsourcing agreement. Failure of our vendor to operate in accordance with the terms of the outsourcing agreement or the vendor's bankruptcy or other event that prevents it from performing under our outsourcing agreement could have a material adverse effect on our financial results and our ability to pay dividends to the holders of our Class A common stock.

The failures or questionable activities of various local regulated utilities and other retail marketers within the markets that we serve adversely impact us.

A general positive perception on the part of customers and regulators of utilities and retail energy providers in general, and of us in particular, is essential for our continued growth and success. Questionable pricing, billing, collections, marketing or customer service practices on the part of any utility or retail marketer, or unsuccessful implementation of competitive energy programs can damage the reputation of all market participants, which could result in lower customer renewals and impact our ability to sign-on new customers. Any utility or retail marketer that defaults on its obligations to its customers, suppliers, lenders, hedge counterparties, or employees can have similar impacts on the retail energy industry as a whole and on our operations in particular. Any of these factors could affect our financial results and our ability to pay dividends to the holders of our Class A common stock.

A large portion of our current customers are concentrated in a limited number of states, making us vulnerable to customer concentration risks.

As of December 31, 2015, approximately 66% of our RCEs were located in five states. Specifically, 16%, 15%, 14%, 11% and 10% of our customers on an RCE basis were located in New York, Illinois, Texas, Pennsylvania and Connecticut, respectively. If we are unable to increase our market share across other competitive markets or enter into new competitive markets effectively, we may be subject to continued or greater customer concentration risk. In addition, if any of the states that contain a large percentage of our customers were to reverse regulatory restructuring or change the regulatory environment in a manner that causes us to be unable to economically operate in that state, our financial results and our ability to pay dividends to the holders of our Class A common stock could be adversely affected.

Increases in state renewable portfolio standards or an increase in the cost of renewable energy credit and carbon offsets may adversely impact the price, availability and marketability of our products.

Pursuant to state renewable portfolio standards, we must purchase a specified amount of renewable energy credits, or RECs, based on the amount of electricity we sell in a state in a year. In addition, we have contracts with certain customers which require us to purchase RECs or carbon offsets. If a state increases its renewable portfolio standards, the demand for RECs within that state will increase and therefore the market price for RECs could increase. We attempt to forecast the price for the required RECs and carbon offsets at the end of each month and incorporate this forecast into our customer pricing models, but the price paid for RECs and carbon offsets may be higher than forecasted. We may be unable to fully pass the higher cost of RECs through to our customers, and increases in the price of RECs may decrease our results of operations and affect our ability to compete with other energy retailers that have not contracted with customers to purchase RECs or carbon offsets. Further, a price

increase for RECs or carbon offsets may require us to decrease the renewable portion of our energy products, which may result in a loss of customers. A further reduction in benefits received by local regulated utilities from production tax credits in respect of renewable energy may adversely impact the availability to us, and marketability by us, of renewable energy under our brands. Accordingly, such decrease may result in reduced revenue and may negatively impact our financial results and our ability to pay dividends to the holders of our Class A common stock.

The suppliers from which we purchase our natural gas and electricity are subject to environmental laws and regulations that impose extensive and increasingly stringent requirements on their operations.

The assets of the suppliers from which we purchase natural gas and electricity are subject to numerous and significant federal, state and local laws, including statutes, regulations, guidelines, policies, directives and other requirements governing or relating to, among other things: protection of wildlife, including threatened and endangered species; air emissions; discharges into water; water use; the storage, handling, use, transportation and distribution of dangerous goods and hazardous, residual and other regulated materials, such as chemicals; the prevention of releases of hazardous materials into the environment; the prevention, presence and remediation of hazardous materials in soil and groundwater, both on and offsite; land use and zoning matters; and workers' health and safety matters. Environmental laws and regulations have generally become more stringent over time. Significant costs may be incurred for capital expenditures under environmental programs to keep the assets compliant with such environmental laws and regulations, which could have a material adverse impact on the businesses of our producers, which may increase the prices they charge us for natural gas and electricity and have a material adverse effect on our financial results and our ability to pay dividends to the holders of our Class A common stock.

Technological improvements and changing consumer preferences could reduce demand and alter consumption patterns.

Technological improvements in energy efficiency could potentially reduce the overall demand for natural gas and electricity. Additionally, increased competitiveness of alternative energy sources or consumer preferences that alter fuel choices could potentially reduce the demand for natural gas and electricity. A prolonged decrease in demand for natural gas and electricity in the retail energy markets would adversely affect our financial results and our ability to pay dividends to the holders of our Class A common stock.

We employ independent contractors to broker sales for which they receive residual commissions. The residual commissions paid to independent contractors could adversely affect our operating margins and financial performance, particularly if our costs rise and we do not adjust our pricing strategy.

Some of our independent contractors earn ongoing residual commissions. Residual commissions are calculated based on a fixed percentage of revenues attributable to a customer's energy consumption, without regard to our wholesale supply costs. Should our supply costs rise, our operating margins, financial results and our ability to pay dividends to the holders of our Class A common stock could be adversely affected.

Our access to marketing channels may be contingent upon the viability of our telemarketing and door-to-door agreements with our vendors.

Our vendors are essential to our telemarketing and door-to-door sales activities. Our ability to increase revenues in the future will depend significantly on our access to high quality vendors. If we are unable to attract new vendors and retain existing vendors to achieve our marketing targets, our growth may be materially reduced. There can be no assurance that competitive conditions will allow these vendors and their independent contractors to continue to successfully sign up new customers. Further, if our products are not attractive to, or do not generate sufficient revenue for our vendors, we may lose our existing relationships, which would have a material adverse effect on our business, revenues, results of operations and financial condition, as well as our ability to pay dividends to the holders of our Class A common stock. In addition, the decline in landlines reduces the number of potential customers that may be reached by our telemarketing efforts and as a result our telemarketing sales channel may

become less viable, which may materially impact our financial results and our ability to pay dividends to the holders of our Class A common stock.

Our vendors may expose us to risks.

We are subject to reputational risks that may arise from the actions of our vendors and their independent contractors that are wholly or partially beyond our control, such as violations of our marketing policies and procedures as well as any failure to comply with applicable laws and regulations. If our vendors engage in marketing practices that are not in compliance with local laws and regulations, we may be in breach of applicable laws and regulations which may result in regulatory proceeding, disadvantageous conditioning of our energy retailer license, or the revocation of our energy retailer license. These risks would materially impact our financial results and our ability to pay dividends to the holders of our Class A common stock.

Unauthorized activities in connection with sales efforts by agents of our vendors, including calling consumers in violation of the Telephone Consumer Protection Act and predatory door-to-door sales tactics and fraudulent misrepresentation could subject the Company to class action lawsuits against which the Company will be required to defend. Such defense efforts will be costly and time consuming.

In addition, the independent contractors of our vendors may consider us to be their employer and seek compensation.

Risks Related to our Class A Common Stock

We may have shortfalls of cash available for distribution from operating cash flows in certain quarters, and we may not be able to continue paying our targeted quarterly dividend to the holders of our Class A common stock in the future.

The amount of our cash available for distribution principally depends upon the amount of cash we generate from our operations, which will fluctuate from quarter to quarter based on, among other things:

- changes in commodity prices, which may be driven by a variety of factors, including, but not limited to, weather conditions, seasonality and demand for energy commodities and general economic conditions;
- the level and timing of customer acquisition costs we incur;
- the level of our operating and general and administrative expenses;
- seasonal variations in revenues generated by our business;
- our debt service requirements and other liabilities;
- fluctuations in our working capital needs;
- our ability to borrow funds and access capital markets;
- restrictions contained in our debt agreements (including our Senior Credit Facility);
- management of customer credit risk;
- abrupt changes in regulatory policies; and,
- other business risks affecting our cash flows.

As a result of these and other factors, we cannot guarantee that we will have sufficient cash generated from operations to pay a specific level of cash dividends to holders of our Class A common stock.

Due to the seasonality of our retail natural gas business, we generate the substantial majority of our cash available for distribution in the first and fourth quarters of each year. As a result of seasonality and our customer acquisition costs, we may not have sufficient cash available for distribution to cover quarterly dividends for certain quarters.

Furthermore, holders of our Class A common stock should be aware that the amount of cash available for distribution depends primarily on our cash flow, and is not solely a function of profitability, which is affected by non-cash items. We may incur other expenses or liabilities during a period that could significantly reduce or

eliminate our cash available for distribution and, in turn, impair our ability to pay dividends to holders of our Class A common stock during the period. Because we are a holding company, our ability to pay dividends on our Class A common stock is limited by restrictions on the ability of our subsidiaries to pay dividends or make other distributions to us. We are entitled to pay cash dividends to the holders of the Class A common stock and Spark HoldCo is entitled to make cash distributions to Retailco, LLC and NuDevco Retail, LLC ("NuDevco Retail") and us so long as: (a) no default exists or would result from such a payment; (b) Spark HoldCo, SE, SEG, CenStar and Oasis are in pro forma compliance with all financial covenants before and after giving effect to such payment and (c) the outstanding amount of all loans and letters of credit does not exceed borrowing base limits. Finally, dividends to holders of our Class A common stock are paid at the discretion of our board of directors. Our board of directors may decrease the level of or entirely discontinue payment of dividends.

We are a holding company. Our sole material asset is our equity interest in Spark HoldCo and we are accordingly dependent upon distributions from Spark HoldCo to pay dividends, pay taxes, make payments under the Tax Receivable Agreement and cover our corporate and other overhead expenses under the Spark HoldCo LLC Agreement.

We are a holding company and have no material assets other than our equity interest in Spark HoldCo. We have no independent means of generating revenue. The Spark HoldCo LLC Agreement provides, to the extent Spark HoldCo has available cash and is not prevented by restrictions in any of its credit agreements, for distributions pro rata to its unitholders, including us, such that we receive an amount of cash sufficient to pay the estimated taxes payable by us, the targeted quarterly dividend we intend to pay holders of our Class A common stock, and payments under the Tax Receivable Agreement we entered into with Spark HoldCo, NuDevco Retail Holdings, LLC ("NuDevco Retail Holdings," predecessor-in-interest to Retailco, LLC) and NuDevco Retail. In addition, Spark HoldCo pays for our corporate and other overhead expenses pursuant to the Spark HoldCo LLC Agreement. To the extent that we need funds and Spark HoldCo or its subsidiaries are restricted from making such distributions under applicable law or regulation or under the terms of their financing arrangements, or are otherwise unable to provide such funds, it could materially adversely affect our financial results and our ability to pay dividends to the holders of our Class A common stock.

Market interest rates may have an effect on the value of our Class A common stock.

One of the factors that influences the price of shares of our Class A common stock is the effective dividend yield of such shares (i.e., the yield as a percentage of the then market price of our shares) relative to market interest rates. An increase in market interest rates, which are currently at low levels relative to historical rates, may lead prospective purchasers of shares of our Class A common stock to expect a higher dividend yield, and our inability to increase our dividend as a result of an increase in borrowing costs, insufficient cash available for distribution or otherwise, could result in selling pressure on, and a decrease in the market price of, our Class A common stock as investors seek alternative investments with higher yield.

An active, liquid and orderly trading market for our Class A common stock may not be maintained, and our stock price may be volatile.

An active, liquid and orderly trading market for our Class A common stock may not be maintained. Active, liquid and orderly trading markets usually result in less price volatility and more efficiency in carrying out investors' purchase and sale orders. The market price of our Class A common stock could vary significantly as a result of a number of factors, some of which are beyond our control. In the event of a drop in the market price of our Class A common stock, you could lose a substantial part or all of your investment in our Class A common stock.

The stock markets in general have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of our Class A common stock. Securities class action litigation has often been instituted against companies following periods of volatility in the overall market and in the market price of a company's securities. Such litigation, if instituted against us, could result in very substantial costs, divert our management's attention and resources and negatively impact our financial results and our ability to pay dividends to the holders of our Class A common stock.

Our principal shareholder holds a substantial majority of the voting power of our common stock.

Holders of Class A common stock and Class B common stock vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise required by applicable law or our certificate of incorporation and bylaws. W. Keith Maxwell III, our Chairman of the Board, founder and majority shareholder, wholly indirectly owns Retailco, LLC (taking into account the 137,500 shares of Class B Common Stock and Spark HoldCo LLC units held by its affiliate, NuDevco Retail), which owns all of our Class B common stock (representing 77.51% of our combined voting power) at December 31, 2015. Retailco, LLC succeeded to the interest of NuDevco Retail Holdings in 10,612,500 shares of our Class B common stock and an equal number of our Spark HoldCo LLC units pursuant to a series of transfers which occurred in January 2016.

Retailco, LLC is entitled to act separately in its own interest with respect to its investment in us. Retailco, LLC has the ability to elect all of the members of our board of directors, and thereby to control our management and affairs. In addition, Retailco, LLC is able to determine the outcome of all matters requiring shareholder approval, including mergers and other material transactions, and is able to cause or prevent a change in the composition of our board of directors or a change in control of our company that could deprive our stockholders of an opportunity to receive a premium for their Class A common stock as part of a sale of our company. The existence of a significant shareholder, such as our Founder, may also have the effect of deterring hostile takeovers, delaying or preventing changes in control or changes in management, or limiting the ability of our other stockholders to approve transactions that they may deem to be in the best interests of our company.

So long as Retailco, LLC continues to control a significant amount of our common stock, it will continue to be able to strongly influence all matters requiring shareholder approval, regardless of whether other stockholders believe that a potential transaction is in their own best interests. In any of these matters, the interests of Retailco, LLC may differ or conflict with the interests of our other stockholders. Moreover, this concentration of stock ownership may also adversely affect the trading price of our Class A common stock to the extent investors perceive a disadvantage in owning stock of a company with a controlling shareholder.

We are a “controlled company” under NASDAQ Global Market rules, and as such we are entitled to an exemption from certain corporate governance standards of the NASDAQ Global Market, and you may not have the same protections afforded to shareholders of companies that are subject to all of the NASDAQ Global Market corporate governance requirements.

We qualify as a “controlled company” within the meaning of NASDAQ Global Market corporate governance standards because Retailco, LLC controls more than 50% of our voting power. Under NASDAQ Global Market rules, a company of which more than 50% of the voting power is held by an individual, a group or another company is a “controlled company” and may elect not to comply with certain corporate governance requirements, including (i) the requirement that a majority of the board of directors consist of independent directors, (ii) the requirement to have a nominating/corporate governance committee composed entirely of independent directors and a written charter addressing the committee’s purpose and responsibilities, (iii) the requirement to have a compensation committee composed entirely of independent directors and a written charter addressing the committee’s purpose and responsibilities and (iv) the requirement of an annual performance evaluation of the nominating/corporate governance and compensation committees.

In light of our status as a controlled company, our board of directors has determined to take partial advantage of the controlled company exemption. Our board of directors has determined not to have a nominating and corporate governance committee and that our compensation committee will not consist entirely of independent directors. As a result, non-independent directors may among other things, appoint future members of our board of directors, resolve corporate governance issues, establish salaries, incentives and other forms of compensation for officers and other employees and administer our incentive compensation and benefit plans.

Accordingly, in the future, you may not have the same protections afforded to shareholders of companies that are subject to all of NASDAQ Global Market corporate governance requirements.

We engage in transactions with our affiliates and expect to do so in the future. The terms of such transactions and the resolution of any conflicts that may arise may not always be in our or our stockholders' best interests.

We have engaged in transactions and expect to continue to engage in transactions with affiliated companies. We will continue to enter into back-to-back transactions for the sale of natural gas from an affiliate. We will also continue to pay certain expenses on behalf of several of our affiliates for which we will seek reimbursement. We will also continue to share our corporate headquarters with certain affiliates. We cannot assure that our affiliates will reimburse us for the costs we have incurred on their behalf or perform their obligations under any of these contracts.

Our amended and restated certificate of incorporation and amended and restated bylaws, as well as Delaware law, contain provisions that could discourage acquisition bids or merger proposals, which may adversely affect the market price of our Class A common stock.

Our amended and restated certificate of incorporation authorizes our board of directors to issue preferred stock without shareholder approval. If our board of directors elects to issue preferred stock, it could be more difficult for a third party to acquire us.

In addition, some provisions of our amended and restated certificate of incorporation and amended and restated bylaws could make it more difficult for a third party to acquire control of us, even if the change of control would be beneficial to our stockholders. Among other things, our amended and restated certificate of incorporation and amended and restated bylaws:

- provide for our board of directors to be divided into three classes of directors, with each class as nearly equal in number as possible, serving staggered three year terms. Our staggered board may tend to discourage a third party from making a tender offer or otherwise attempting to obtain control of us, because it generally makes it more difficult for shareholders to replace a majority of the directors;
- provide that the authorized number of directors may be changed only by resolution of the board of directors;
- provide that all vacancies in our board, including newly created directorships, may, except as otherwise required by law or, if applicable, the rights of holders of a series of preferred stock, be filled by the affirmative vote of a majority of directors then in office, even if less than a quorum;
- provide our board of directors the ability to authorize undesignated preferred stock. This ability makes it possible for our board of directors to issue, without shareholder approval, preferred stock with voting or other rights or preferences that could impede the success of any attempt to change control of us. These and other provisions may have the effect of deferring hostile takeovers or delaying changes in control or management of our company;
- provide that at any time after the first date upon which W. Keith Maxwell III no longer beneficially owns more than fifty percent of the outstanding Class A common stock and Class B common stock, any action required or permitted to be taken by the shareholders must be effected at a duly called annual or special meeting of shareholders and may not be effected by any consent in writing in lieu of a meeting of such shareholders, subject to the rights of the holders of any series of preferred stock with respect to such series (prior to such time, such actions may be taken without a meeting by written consent of holders of the outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting);
- provide that at any time after the first date upon which W. Keith Maxwell III no longer beneficially owns more than fifty percent of the outstanding Class A common stock and Class B common stock, special meetings of our shareholders may only be called by the board of directors, the chief executive officer or the chairman of the board (prior to such time, special meetings may also be called by our Secretary at the request of holders of record of fifty percent of the outstanding Class A common stock and Class B common stock);
- provide that our amended and restated certificate of incorporation and amended and restated bylaws may be amended by the affirmative vote of the holders of at least two-thirds of our outstanding stock entitled to vote thereon;

- provide that our amended and restated bylaws can be amended by the board of directors; and
- establish advance notice procedures with regard to shareholder proposals relating to the nomination of candidates for election as directors or new business to be brought before meetings of our shareholders. These procedures provide that notice of shareholder proposals must be timely given in writing to our corporate secretary prior to the meeting at which the action is to be taken. These requirements may preclude shareholders from bringing matters before the shareholders at an annual or special meeting.

In addition, in our amended and restated certificate of incorporation, we have elected not to be subject to the provisions of Section 203 of the Delaware General Corporation Law (the “DGCL”) regulating corporate takeovers until the date on which W. Keith Maxwell III no longer beneficially owns in the aggregate more than fifteen percent of the outstanding Class A common stock and Class B common stock. On and after such date, we will be subject to the provisions of Section 203 of the DGCL.

In addition, certain change of control events have the effect of accelerating the payment due under our Tax Receivable Agreement, which could be substantial and accordingly serve as a disincentive to a potential acquirer of our company.

Our amended and restated certificate of incorporation designates the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders’ ability to obtain a favorable judicial forum for disputes with us or our directors, officers, employees or agents.

Our amended and restated certificate of incorporation provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will, to the fullest extent permitted by applicable law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, employees or agents to us or our stockholders, (iii) any action asserting a claim against us or any director or officer or other employee of ours arising pursuant to any provision of the DGCL, our amended and restated certificate of incorporation or our bylaws, or (iv) any action asserting a claim against us or any director or officer or other employee of ours that is governed by the internal affairs doctrine, in each such case subject to such Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of, and consented to, the provisions of our amended and restated certificate of incorporation described in the preceding sentence. This choice of forum provision may limit a stockholder’s ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, employees or agents, which may discourage such lawsuits against us and such persons. Alternatively, if a court were to find these provisions of our amended and restated certificate of incorporation inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business, financial condition or results of operations.

Future sales of our Class A common stock in the public market could reduce our stock price, and any additional capital raised by us through the sale of equity or convertible securities may dilute your ownership in us.

Subject to certain limitations and exceptions, Retailco, LLC and its affiliate NuDevco Retail may exchange their Spark HoldCo units (together with a corresponding number of shares of Class B common stock) for shares of Class A common stock (on a one-for-one basis, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and other similar transactions) and then sell those shares of Class A common stock. Additionally, we may issue additional shares of Class A common stock or convertible securities in subsequent public offerings. On March 16, 2016, we have 4,118,623 outstanding shares of Class A common stock and 9,750,000 outstanding shares of Class B common stock.

On March 16, 2016, Retailco and NuDevco Retail owned 9,750,000 shares of Class B common stock and 571,264 shares of Class A common stock, representing approximately 74.42% of our total Class A and B common stock. All such shares are restricted from immediate resale under the federal securities laws but may be sold into the market in

the future. Retailco, LLC and NuDevco Retail are each a party to a registration rights agreement with us that requires us to effect the registration of their shares in certain circumstances. Subject to compliance with the Securities Act or exemptions therefrom, employees may sell their shares into the public market.

We cannot predict the size of future issuances of our Class A common stock or securities convertible into Class A common stock or the effect, if any, that future issuances or sales of shares of our Class A common stock will have on the market price of our Class A common stock. Sales of substantial amounts of our Class A common stock (including shares issued in connection with an acquisition), or the perception that such sales could occur, may adversely affect prevailing market prices of our Class A common stock. Our amended and restated certificate of incorporation allows us to issue up to an additional 186,131,377 shares of equity securities, including securities ranking senior to our Class A common stock.

We will be required to make payments under the Tax Receivable Agreement for certain tax benefits we may claim, and the amounts of such payments could be significant.

We are party to a Tax Receivable Agreement with Spark HoldCo, Retailco, LLC (as assignee of NuDevco Retail Holdings) and NuDevco Retail. This agreement generally provide for the payment by us to Retailco, LLC and NuDevco Retail of 85% of the net cash savings, if any, in U.S. federal, state and local income tax or franchise tax that we actually realize (or are deemed to realize in certain circumstances) in periods after our IPO on August 1, 2014 as a result of (i) any tax basis increase resulting from the purchase by Spark Energy, Inc. of Spark HoldCo units from NuDevco Retail Holdings prior to or in connection with the IPO, (ii) any tax basis increases resulting from the exchange of Spark HoldCo units for shares of Class A common stock pursuant to the Spark HoldCo LLC Agreement (or resulting from an exchange of Spark HoldCo units for cash pursuant to the Spark HoldCo LLC Agreement) and (iii) imputed interest deemed to be paid by us as a result of, and additional tax basis arising from, any payments we make under the Tax Receivable Agreement. In addition, payments we make under the Tax Receivable Agreement will be increased by any interest accrued from the due date (without extensions) of the corresponding tax return.

Spark Energy, Inc. may be required to defer or partially defer any payment due to holders of rights under the Tax Receivable Agreement in certain circumstances during the five-year period commencing on October 1, 2014. Following the expiration of the five-year deferral period, Spark Energy, Inc. will be obligated to pay any outstanding deferred TRA Payments. While this payment obligation is subject to certain limitations, the obligation may nevertheless be significant and could adversely affect our liquidity and ability to pay dividends to the holders of our Class A common stock.

The payment obligations under the Tax Receivable Agreement are our obligations and not obligations of Spark HoldCo. For purposes of the Tax Receivable Agreement, cash savings in tax generally are calculated by comparing our actual tax liability to the amount we would have been required to pay had we not been able to utilize any of the tax benefits subject to the Tax Receivable Agreement. The term of the Tax Receivable Agreement continues until all such tax benefits have been utilized or expired, unless we exercise our right to terminate the Tax Receivable Agreement by making the termination payment specified in the agreement.

The actual increase in tax basis, as well as the amount and timing of any payments under the Tax Receivable Agreement, will vary depending upon a number of factors, including the timing of the exchanges of Spark HoldCo units, the price of Class A common stock at the time of each exchange, the extent to which such exchanges are taxable, the amount and timing of the taxable income we generate in the future and the tax rate then applicable, and the portion of our payments under the Tax Receivable Agreement constituting imputed interest or depletable, depreciable or amortizable basis. We expect that the payments that we will be required to make under the Tax Receivable Agreement could be substantial.

The payments under the Tax Receivable Agreement will not be conditioned upon a holder of rights under the Tax Receivable Agreement having a continued ownership interest in either Spark HoldCo or us.

[Table of Contents](#)

We did not meet the threshold coverage ratio required to fund the first payment to NuDevco Retail Holdings under the Tax Receivable Agreement during the four-quarter period ending September 30, 2015. As such, the initial payment under the Tax Receivable Agreement due in late 2015 was deferred pursuant to the terms thereof. See Note 13 “Transactions with Affiliates” in the notes to our condensed combined and consolidated financial statements for additional details on the Tax Receivable Agreement.

In certain cases, payments under the Tax Receivable Agreement may be accelerated and/or significantly exceed the actual benefits, if any, we realize in respect of the tax attributes subject to the Tax Receivable Agreement.

If we elect to terminate the Tax Receivable Agreement early or it is terminated early due to certain mergers or other changes of control, we would be required to make an immediate payment equal to the present value of the anticipated future tax benefits subject to the Tax Receivable Agreement, which calculation of anticipated future tax benefits will be based upon certain assumptions and deemed events set forth in the Tax Receivable Agreement, including the assumption that we have sufficient taxable income to fully utilize such benefits and that any Spark HoldCo units that Retailco, LLC, NuDevco Retail, or their permitted transferees own on the termination date are deemed to be exchanged on the termination date. Any early termination payment may be made significantly in advance of the actual realization, if any, of such future benefits.

In these situations, our obligations under the Tax Receivable Agreement could have a substantial negative impact on our liquidity and could have the effect of delaying, deferring or preventing certain mergers, asset sales, other forms of business combinations or other changes of control due to the additional transaction cost a potential acquirer may attribute to satisfying such obligations. For example, if the Tax Receivable Agreement had been terminated immediately after our IPO, the estimated termination payment would be approximately \$66.9 million (calculated using a discount rate equal to the one-year London Inter-Bank Offered Rate ("LIBOR"), plus 200 basis points). The foregoing number is merely an estimate and the actual payment could differ materially. There can be no assurance that we will be able to finance our obligations under the Tax Receivable Agreement.

Payments under the Tax Receivable Agreement will be based on the tax reporting positions that we will determine. The holders of rights under the Tax Receivable Agreement will not reimburse us for any payments previously made under the Tax Receivable Agreement if such basis increases or other benefits are subsequently disallowed, except that excess payments made to any such holder will be netted against payments otherwise to be made, if any, to such holder after our determination of such excess. As a result, in such circumstances, we could make payments that are greater than our actual cash tax savings, if any, and may not be able to recoup those payments, which could adversely affect our liquidity.

We may issue preferred stock whose terms could adversely affect the voting power or value of our Class A common stock.

Our certificate of incorporation authorizes us to issue, without the approval of our stockholders, one or more classes or series of preferred stock having such designations, preferences, limitations and relative rights, including preferences over our Class A common stock respecting dividends and distributions, as our board of directors may determine. The terms of one or more classes or series of preferred stock could adversely impact the voting power or value of our Class A common stock. For example, we might grant holders of preferred stock the right to elect some number of our directors in all events or on the happening of specified events or the right to veto specified transactions. Similarly, the repurchase or redemption rights or liquidation preferences we might assign to holders of preferred stock could affect the residual value of the Class A common stock.

We incur increased costs as a result of being a public company.

As a publicly traded company with listed equity securities, we are required to comply with laws, regulations and requirements, including corporate governance provisions of the Sarbanes-Oxley Act of 2002, and rules and regulations of the SEC and the NASDAQ. Additional or new regulatory requirements may be adopted in the future. The requirements of existing and potential future rules and regulations increase our legal, accounting and financial compliance costs, make some activities more difficult, time-consuming or costly and may also place undue strain on

our personnel, systems and resources, which could adversely affect our business, financial condition and ability to pay dividends to the holders of our Class A common stock.

For as long as we are an emerging growth company, we will not be required to comply with certain reporting requirements, including those relating to accounting standards and disclosure about our executive compensation, that apply to other public companies.

In April 2012, President Obama signed into law the JOBS Act. We are classified as an “emerging growth company” under the JOBS Act. For as long as we are an emerging growth company, which may be up to five full fiscal years, unlike other public companies, we will not be required to, among other things, (i) provide an auditor’s attestation report on management’s assessment of the effectiveness of our system of internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act, (ii) comply with any new requirements adopted by the PCAOB requiring mandatory audit firm rotation or a supplement to the auditor’s report in which the auditor would be required to provide additional information about the audit and the financial statements of the issuer, (iii) provide certain disclosure regarding executive compensation required of larger public companies or (iv) hold nonbinding advisory votes on executive compensation. We will remain an emerging growth company until as late as December 31, 2019, although we will lose that status sooner if we have more than \$1.0 billion of revenues in a fiscal year, have more than \$700 million in market value of our Class A common stock held by non-affiliates, or issue more than \$1.0 billion of non-convertible debt over a three-year period.

To the extent that we rely on any of the exemptions available to emerging growth companies, you will receive less information about our executive compensation and internal control over financial reporting than issuers that are not emerging growth companies. If some investors find our common stock to be less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

As a result of becoming a public company, we are obligated to design and operate proper and effective internal control over financial reporting and to report our financial results in a timely fashion. If our internal control over financial reporting is determined to be ineffective or we fail to meet financial reporting deadlines, investor confidence in our company, and our Class A common stock price, may be adversely affected.

We are required to comply with certain of the SEC’s rules that implement Section 404 of the Sarbanes-Oxley Act which require management to certify financial and other information in our quarterly and annual reports and provide an annual management report on the effectiveness of our internal control over financial reporting commencing with our second annual report. This assessment will need to include the disclosure of any material weakness in internal control over financial reporting identified by our management and our independent registered public accounting firm. A “material weakness” is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. Also, prior to our IPO, we were not previously required to prepare quarterly financial statements, nor were we required to generate financial statements in the time frames mandated for public companies by the Commission’s reporting requirements.

Our independent registered public accounting firm will not be required to formally attest to the effectiveness of our internal control over financial reporting until the end of the fiscal year after we are no longer an “emerging growth company” under the JOBS Act, which may be for up to five fiscal years after the completion of our IPO.

Our amended and restated certificate of incorporation limits the fiduciary duties of one of our directors and certain of our affiliates and restricts the remedies available to our stockholders for actions taken by Mr. Maxwell or certain of our affiliates that might otherwise constitute breaches of fiduciary duty.

Our amended and restated certificate of incorporation contains provisions that we renounce any interest in existing and future investments in other entities by, or the business opportunities of, NuDevco Partners, LLC, NuDevco Partners Holdings, LLC and W. Keith Maxwell III, or any of their officers, directors, agents, shareholders, members, affiliates and subsidiaries (other than a director or officer of the Company who is presented an opportunity solely in his capacity as a director or officer). Because of this provision, these persons and entities have

no obligation to offer us those investments or opportunities that are offered to them in any capacity other than solely as an officer or director of the Company. If one of these persons or entities pursues a business opportunity instead of presenting the opportunity to the Company, we will not have any recourse against such person or entity for a breach of fiduciary duty.

Item 1B. Unresolved Staff Comments

None.

Item 3. Legal Proceedings

We are the subject of lawsuits and claims arising in the ordinary course of business from time to time. Management cannot predict the ultimate outcome of such lawsuits and claims. While the lawsuits and claims are asserted for amounts that may be material should an unfavorable outcome occur, management does not currently expect that these matters will have a material adverse effect on our financial position or results of operations. See Note 12 "Commitments and Contingencies" to the audited combined and consolidated financial statements, which are incorporated herein by reference to Part II, Item 8 "Financial Statements and Supplementary Data" of this Form 10-K.

The Company is the subject of the following lawsuits:

John Melville et al v. Spark Energy Inc. and Spark Energy Gas, LLC

John Melville et al v. Spark Energy Inc. and Spark Energy Gas, LLC is a purported class action filed on December 17, 2015 in the United States District Court for the District of New Jersey alleging, among other things, that (i) sales representatives engaged as independent contractors for Spark Energy Gas, LLC engaged in deceptive acts in violation of the New Jersey Consumer Fraud Act, (ii) Spark Energy Gas, LLC breach its contract with plaintiff, including a breach of the covenant of good faith and fair dealing. Plaintiffs are seeking unspecified compensatory and punitive damages for the purported class, injunctive relief and/or declaratory relief, disgorgement of revenues and/or profits and attorneys' fees. The Company intends to file a response to class action complaint in due course.

Arturo Amaya et al v. Spark Energy Gas, LLC

Arturo Amaya et al v. Spark Energy Gas, LLC is a purported class action filed on May 22, 2015 in the United States District Court for the Northern District of California alleging, among other things, that certain door-to-door sales representatives engaged as independent contractors for Spark Energy Gas, LLC allegedly engaged in deceptive practices in violation of the California Civil Code, California Unfair Competition Law, California False Advertising Law and the California Consumer Legal Remedies Act while marketing Spark Energy Gas, LLC's gas services to consumers in California. On September 29, 2015, Spark Energy Gas, LLC filed a motion to dismiss the complaint in its entirety and a motion to compel arbitration in the case of one of the named plaintiffs. Plaintiffs are seeking unspecified compensatory and punitive damages for the purported class, injunctive relief and/or declaratory relief, disgorgement of revenues and/or profits and attorneys' fees. The Court has set a hearing date of June 3, 2016 to hear any Motion for Class Certification that Plaintiffs may file in this matter.

Item 4. Mine Safety Disclosures.

Not applicable.

PART II

Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our Class A common stock is traded on the NASDAQ Global Select Market under the symbol “SPKE”. On March 16, 2016, the closing price of our stock was \$23.84, and we had one holder of record of our Class A common stock and two holders of record of our Class B common stock, excluding stockholders for whom shares are held in “nominee” or “street name”. The following table presents the high and low sales prices for closing market transactions as reported on the NASDAQ for the periods presented.

<i>Quarter Ended</i>	2015		2014 ⁽¹⁾	
	Low	High	Low	High
March 31	\$13.01	\$15.95	N/A	N/A
June 30	\$11.85	\$16.10	N/A	N/A
September 30	\$14.56	\$17.65	\$15.77	\$18.38
December 31	\$15.56	\$22.53	\$13.06	\$17.72

(1) We completed our IPO on August 1, 2014. Our Class A common stock began trading on the NASDAQ Global Select Market on July 29, 2014.

Dividends

We intend to pay a cash dividend each quarter to holders of our Class A common stock to the extent we have cash available for distribution to do so. Below is a summary of dividends paid on our Class A common stock for 2015 and 2014.

	2015		
	Per Share Amount	Record Date	Payment Date
First Quarter	\$0.3625	3/2/2015	03/16/2015
Second Quarter	\$0.3625	6/1/2015	06/15/2015
Third Quarter	\$0.3625	8/31/2015	09/14/2015
Fourth Quarter	\$0.3625	11/30/2015	12/14/2015

	2014		
	Per Share Amount	Record Date	Payment Date
First Quarter	N/A	-	-
Second Quarter	N/A	-	-
Third Quarter	N/A	-	-
Fourth Quarter ⁽¹⁾	\$0.2404	11/28/2014	12/15/2014

(1) We completed our IPO on August 1, 2014. Our dividend for the third quarter of 2014 was prorated from July 29, 2014 (date of closing of our initial public offering) through September 30, 2014.

Issuer Purchases of Equity Securities

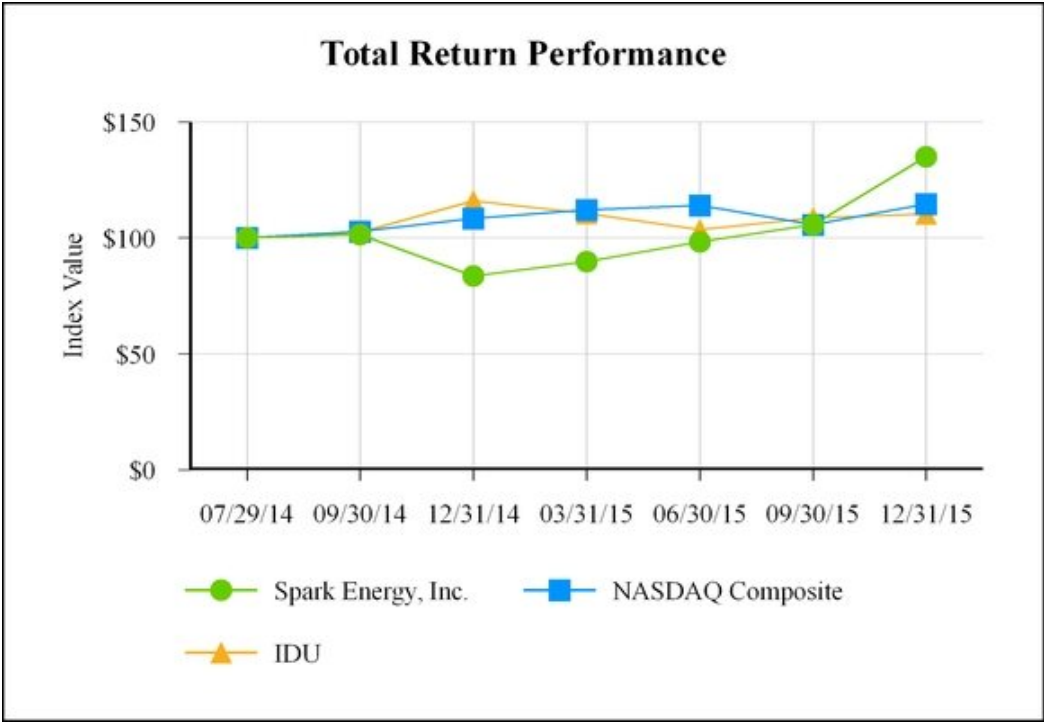
We have not repurchased any equity securities since our IPO, which closed on August 1, 2014.

Recent Sales of Unregistered Equity Securities

We have not sold any unregistered equity securities since our IPO other than as previously reported.

Stock Performance Graph

The following graph compares, since the IPO, the quarterly performance of our Class A common stock to the NASDAQ Composite Index (NASDAQ Composite) and the Dow Jones U.S. Utilities Index (IDU). The chart assumes that the value of the investment in our Class A common stock and each index was \$100 at July 29, 2014 (the date our Class A common stock began trading on the NASDAQ Global Select Market), and that all dividends were reinvested. The stock performance shown on the graph below is not indicative of future price performance.



The performance graph above and related information shall not be deemed “soliciting material” or to be “filed” with the SEC, nor shall such information be incorporated by reference into any future filing under the Securities Act or the Exchange Act, except to the extent that we specifically incorporate by reference.

Item 6. Selected Financial Data

The following table sets forth selected historical financial information for each of the years in the four year period ended December 31, 2015. We have elected to utilize the reduced disclosure requirements available as an emerging growth company under the Jumpstart our Business Startups Act of 2012, including the presentation of only four years of historical financial data in the tables below.

This information is derived from our combined and consolidated financial statements and should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations - Emerging Growth Company Status” and “Financial Statements and Supplementary Data”.

(in thousands, except per share and volumetric data)	Year Ended December 31,			
	2015	2014	2013	2012
Statement of Operations Data:				
Total Revenues	\$ 358,153	\$ 322,876	\$ 317,090	\$ 379,062
Operating Income (Loss)	29,905	(3,841)	32,829	29,440
Net Income (Loss)	25,975	(4,265)	31,412	26,093
Net Income (Loss) Attributable to Non-Controlling Interests	22,110	(4,211)	—	—
Net Income (Loss) Attributable to Spark Energy, Inc. Stockholders	3,865	(54)	31,412	26,093
Net income (loss) attributable to Spark Energy, Inc. per share of Class A common stock				
Basic	\$ 1.26	\$ (0.02)	N/A ⁽¹⁾	N/A ⁽¹⁾
Diluted	\$ 1.06	\$ (0.02)	N/A ⁽¹⁾	N/A ⁽¹⁾
Weighted average common shares outstanding				
Basic	3,064	3,000	N/A ⁽¹⁾	N/A ⁽¹⁾
Diluted	3,327	3,000	N/A ⁽¹⁾	N/A ⁽¹⁾
Balance Sheet Data:				
Current assets	\$ 102,680	\$ 105,989	\$ 101,291	\$ 104,246
Current liabilities	\$ 85,041	\$ 92,816	\$ 73,142	\$ 67,297
Total assets	\$ 162,234	\$ 138,397	\$ 109,073	\$ 129,278
Long-term liabilities	\$ 43,874	\$ 21,463	\$ 18	\$ 679
Cash Flow Data:				
Cash flows from operating activities	\$ 45,931	\$ 5,874	\$ 44,480	\$ 44,076
Cash flows used in investing activities	\$ (41,943)	\$ (3,040)	\$ (1,481)	\$ (1,643)
Cash flows used in financing activities	\$ (3,873)	\$ (5,664)	\$ (42,369)	\$ (39,904)
Other Financial Data:				
Adjusted EBITDA ⁽²⁾	\$ 36,869	\$ 11,324	\$ 33,533	\$ 40,659
Retail gross margin ⁽²⁾	\$ 113,615	\$ 76,944	\$ 81,668	\$ 93,219
Distributions paid to Class B non-controlling unit holders and dividends paid to Class A common shareholders	\$ (20,043)	\$ (3,305)	\$ —	\$ —
Other Operating Data:				
RCEs (thousands)	415	326	310	388
Natural gas volumes (MMBtu)	14,786,681	15,724,708	16,598,751	17,527,252
Electricity volumes (MWh)	2,075,479	1,526,652	1,829,657	2,698,084

(1) EPS and other per share data is not meaningful prior to the Company's IPO, effective August 1, 2014, as the Company operated under a sole-member ownership structure.

(2) Adjusted EBITDA and retail gross margin are non-GAAP financial measures. For a definition and reconciliation of each of Adjusted EBITDA and retail gross margin to their most directly comparable financial measures calculated and presented in accordance with GAAP, please see “Management’s Discussion and Analysis of Financial Condition and Results of Operations-How We Evaluate Our Operations”.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the combined and consolidated financial statements and the related notes thereto included elsewhere in this report. In this report, the terms "Spark Energy," "Company," "we," "us" and "our" refer collectively to (i) the combined business and assets of the retail natural gas business and asset optimization activities of Spark Energy Gas, LLC and the retail electricity business of Spark Energy, LLC before the completion of our corporate reorganization in connection with the initial public offering of Spark Energy, Inc., which closed on August 1, 2014 (the "IPO") and (ii) Spark Energy, Inc. and its subsidiaries as of the IPO and thereafter.

Overview

We are a growing independent retail energy services company first founded in 1999 that provides residential and commercial customers in competitive markets across the United States with an alternative choice for their natural gas and electricity. We purchase our natural gas and electricity supply from a variety of wholesale providers and bill our customers monthly for the delivery of natural gas and electricity based on their consumption at either a fixed or variable-price. Natural gas and electricity are then distributed to our customers by local regulated utility companies through their existing infrastructure. As of December 31, 2015, we operated in 66 utility service territories across 16 states.

Our business consists of two operating segments:

- *Retail Natural Gas Segment*. We purchase natural gas supply through physical and financial transactions with market counterparts and supply natural gas to residential and commercial consumers pursuant to fixed-price and variable-price contracts. For the years ended December 31, 2015, 2014 and 2013, approximately 36%, 45% and 39%, respectively, of our retail revenues were derived from the sale of natural gas. We also identify wholesale natural gas arbitrage opportunities in conjunction with our retail procurement and hedging activities, which we refer to as asset optimization.
- *Retail Electricity Segment*. We purchase electricity supply through physical and financial transactions with market counterparts and ISOs and supply electricity to residential and commercial consumers pursuant to fixed-price and variable-price contracts. For the years ended December 31, 2015, 2014 and 2013, approximately 64%, 55% and 61%, respectively, of our retail revenues were derived from the sale of electricity.

Spark Energy, Inc. was formed in April 2014 and, as a result, has historical financial operating results only for the portions of the periods covered by this report that are subsequent to the closing of the IPO on August 1, 2014. The following discussion analyzes our historical combined financial condition and results of operations before the IPO, which is the combined businesses and assets of the retail natural gas business and asset optimization activities of Spark Energy Gas, LLC ("SEG") and the retail electricity business of Spark Energy, LLC ("SE"), and the consolidated results of operations and financial condition of Spark Energy, Inc. and its subsidiaries after the IPO. SE and SEG are the operating subsidiaries through which we have historically operated our retail energy business and were commonly controlled by NuDevco Partners, LLC prior to the IPO.

Recent Developments

Acquisitions of CenStar Energy Corp and Oasis Power Holdings, LLC

On July 8, 2015, the Company completed its acquisition of CenStar Energy Corp. ("CenStar"). On July 31, 2015, the Company completed its acquisition of Oasis Power Holdings, LLC ("Oasis"). See "—Drivers of our Business —Acquisitions" for a discussion of these acquisitions.

Senior Credit Facility

In order to facilitate the acquisitions of Oasis and CenStar, the Company, as guarantor, and Spark HoldCo and its subsidiaries as co-borrowers amended and restated its \$70 million senior secured working capital revolving credit facility (as amended and restated, the "Senior Credit Facility") to include a senior secured working capital facility of \$60.0 million (the "Working Capital Line") and a \$25.0 million acquisition line (the "Acquisition Line") to be used specifically for the financing of up to 75% of the cost of acquisition transactions with the remainder to be financed by the Company either through cash on hand, equity contributions or the issuance of subordinated debt. The Senior Credit Facility will mature on July 8, 2017 and may be extended for one additional year with lender consent. Borrowings under the Acquisition Line will be repaid 25% per year with the remaining 50% due at maturity. See "— Cash Flows—Senior Credit Facility" for a additional details regarding the amendment and a discussion of the terms of the Senior Credit Facility.

Master Service Agreement with Retailco Services, LLC

We entered into a Master Service Agreement (the "Master Service Agreement") effective January 1, 2016 with Retailco Services, LLC, which is wholly owned by W. Keith Maxwell III. The Master Service Agreement is for a one-year term and renews automatically for successive one-year terms unless the Master Service Agreement is terminated by either party. Retailco Services, LLC will provide us with operational support services such as: enrollment and renewal transaction services; customer billing and transaction services; electronic payment processing services; customer services and information technology infrastructure and application support services under the Master Service Agreement. See "Business and Properties—Master Service Agreement with Retailco Services, LLC" for a more detailed summary of the terms and conditions of the Master Service Agreement.

Customers and Residential Customer Equivalents

The following table shows our counts of residential customer equivalents ("RCEs") and customers as of December 31, 2015 and 2014:

RCEs/Customers:						
(In thousands)	RCEs			Customers		
	December 31,		% Increase (Decrease)	December 31,		% Increase (Decrease)
	2015	2014		2015	2014	
Retail Electricity	257	157	64%	203	145	40%
Retail Natural Gas	158	169	(7)%	144	173	(17)%
Total Retail	415	326	27%	347	318	9%

The following table details our count of RCEs by geographical location as of December 31, 2015:

RCEs by Geographic Location:						
(In thousands)	Electricity	% of Total	Natural Gas	% of Total	Total	% of Total
East	154	60%	52	33%	206	50%
Midwest	43	17%	62	39%	105	25%
Southwest	60	23%	44	28%	104	25%
Total	257	100%	158	100%	415	100%

The geographical regions noted above include the following states:

- East - New York, New Jersey, Pennsylvania, Connecticut, Massachusetts, Maryland and Florida;
- Midwest - Illinois, Indiana, Michigan and Ohio; and
- Southwest - Texas, California, Nevada, Colorado and Arizona.

Drivers of our Business

Customer Growth

Customer growth is a key driver of our operations. Our customer growth strategy includes acquiring customers through acquisitions as well as organically. We expect an emphasis on growth through acquisition to continue in 2016.

Acquisitions. Our Founder formed National Gas & Electric, LLC (“NG&E”) in 2015 for the purpose of purchasing retail energy companies and retail customer books that could ultimately be resold to the Company. We currently expect that we would fund any potential drop-downs with some combination of cash, subordinated debt, or the issuance of Class B Common Stock to NG&E. However, actual consideration paid for the assets will depend, among other things, on our capital structure and liquidity at the time of any drop-down. This drop-down strategy affords the Company access to opportunities that might not otherwise be available to us due to our size and availability of capital. See “Business and Properties—Relationship with our Founder and Majority Shareholder” for further discussion.

Additionally, we may independently acquire both portfolios of customers as well as smaller retail energy companies through some combination of cash, borrowings under the Acquisition Line of the Senior Credit Facility, or through the issuance of Class A Common Stock to the public.

Organic Growth. Our organic sales strategies are used to both maintain and grow our customer base by offering competitive pricing, price certainty and/or green product offerings. We manage growth on a market-by-market basis by developing price curves in each of the markets we serve and comparing the market prices to the price the local regulated utility is offering. We then determine if there is an opportunity in a particular market based on our ability to create a competitive product on economic terms that satisfies our profitability objectives and provides customer value. We develop marketing campaigns using a combination of sales channels, with an emphasis on door-to-door marketing and outbound telemarketing given their flexibility and historical effectiveness. We identify and acquire customers through a variety of additional sales channels, including our inbound customer care call center, online marketing, email, direct mail, affinity programs, direct sales, brokers and consultants. Our marketing team continuously evaluates the effectiveness of each customer acquisition channel and makes adjustments in order to achieve desired growth and profitability targets.

[Table of Contents](#)

RCE and Customer Count Activity. The following table shows our RCE and customer count activity during the years ended December 31, 2015, 2014 and 2013.

	RCEs				Customers			
	Retail Electricity	Retail Natural Gas	Total	% Annual Increase (Decrease)	Retail Electricity	Retail Natural Gas	Total	% Annual Increase (Decrease)
<i>(In thousands)</i>								
December 31, 2012	221	167	388		142	95	237	
Additions	39	30	69		34	31	65	
Attrition	(97)	(50)	(147)		(55)	(36)	(91)	
December 31, 2013	163	147	310	(20)%	121	90	211	(11)%
Additions	85	99	184		94	189	283	
Attrition	(91)	(77)	(168)		(70)	(106)	(176)	
December 31, 2014	157	169	326	5%	145	173	318	51%
Additions ⁽¹⁾	208	100	308		168	131	299	
Attrition	(108)	(111)	(219)		(110)	(160)	(270)	
December 31, 2015	257	158	415	27%	203	144	347	9%

⁽¹⁾ Includes 40,000 RCEs (37,000 customers) from the acquisition of Oasis and 65,000 RCEs (16,000 customers) from the acquisition of CenStar.

Our 27% and 9% net RCE and customer growth, respectively, in 2015 reflects our acquisitions of CenStar and Oasis, which resulted in an increase in the overall size of individual customers. This growth was partially offset by the slowing of organic additions as we shifted our focus to acquisitions and renegotiated our mass market vendor commission structure in the third quarter of 2015, which correlated commission payments with customer value. These efforts had the effect of resetting our vendor relationships, which in turn slowed organic growth as vendors adapted to the new structure.

Our 51% net customer growth in 2014 reflected the overall success of our marketing campaigns, which were relaunched in the second half of 2013 after an 18 month pre-IPO marketing break as our Founder invested his capital in other businesses. The 2014 growth was primarily organic, but includes two acquisitions of customer contracts in Connecticut. See Note 15 "Customer Acquisitions" to the Company's Audited Combined and Consolidated Financial Statements included elsewhere in this Report for a discussion of these acquisitions.

Acquisitions

During the first quarter of 2015, the Company entered into a purchase and sale agreement for the purchase of approximately 25,800 residential and commercial natural gas contracts in Northern California for a purchase price of \$2.0 million. The transaction closed in April 2015.

On July 8, 2015, the Company completed its acquisition of CenStar, a retail energy company based in New York with approximately 65,000 RCEs, or 16,000 customers. CenStar serves natural gas and electricity customers in New York, New Jersey, and Ohio. The purchase price for the CenStar acquisition was \$8.3 million, subject to working capital adjustments, plus a payment for positive working capital of \$10.4 million and an earnout payment estimated as of the acquisition date to be \$0.5 million, which is associated with a financial measurement attributable to the operations of CenStar for the year following the closing (the "CenStar Earnout"). See Note 7 "Fair Value Measurements" to the audited combined and consolidated financial statements for further discussion. The purchase price was financed with \$16.6 million (including positive working capital of \$10.4 million) in borrowings under our Senior Credit Facility and \$2.1 million from the issuance of a convertible subordinated note (the "CenStar Note") from the Company and Spark HoldCo to Retailco Acquisition Co, LLC ("RAC"), an affiliate of the Company's founder and majority shareholder.

[Table of Contents](#)

On July 31, 2015, the Company completed its acquisition of Oasis, a retail energy company with approximately 40,000 RCEs, or 37,000 customers in six states across 18 utilities. The purchase price for the Oasis acquisition was \$20.0 million, subject to working capital adjustments. The purchase price was financed with \$15.0 million of borrowings under our Senior Credit Facility, \$5.0 million from the issuance of a convertible subordinated note (the "Oasis Note") from the Company and Spark HoldCo to RAC, and \$2.0 million cash on hand.

See "—Cash Flows—Subordinated Debt to Affiliates" for a discussion of the terms of the CenStar and Oasis Notes.

Organic Growth

(In thousands)	Year Ended December 31		
	2015	2014	2013
Customer Acquisition Costs	\$ 19,869	\$ 26,191	\$ 8,257

Management of customer acquisition costs is a key component to our profitability. Customer acquisition costs are spending for organic customer acquisitions and does not include customer acquisitions through acquisitions of businesses or portfolios of customer contracts, which are recorded as customer relationships.

We attempt to maintain a disciplined approach to recovery of our customer acquisition costs within defined periods. We capitalize and amortize our customer acquisition costs over a two year period, which is based on the expected average length of a customer relationship. We factor in the recovery of customer acquisition costs in determining which markets we enter and the pricing of our products in those markets. Accordingly, our results are significantly influenced by our customer acquisition spending.

As we shifted our focus to acquisitions and due to recent changes to our residential vendor commission payment structure to better align them with lifetime customer value, our customer acquisition spending in the second half of 2015 slowed, resulting in customer acquisition costs of \$19.9 million in 2015.

In 2014, we invested \$9.8 million acquiring customers in Southern California, or approximately 37% of total customer acquisition costs of \$26.2 million in 2014. Given the abnormally high early termination and disconnect for non-payment attrition rates we faced in this market, this expenditure yielded significantly less net customer growth than in our other markets. As a result, we determined that a portion of our unamortized capitalized customer acquisition costs in Southern California in 2014 were impaired, and we accelerated amortization of these costs by \$6.5 million for the year ended December 31, 2014 to reflect the estimated future cash flows of the Southern California customer contracts. See "— Southern California Market Entry " below for more detailed discussion on our customer acquisition costs in Southern California. The \$16.4 million customer acquisition costs outside of Southern California were invested in acquiring gas and electricity customers across our various other markets with economics that met or exceeded our targeted return thresholds.

Our Ability to Manage Customer Attrition

	Year Ended December 31		
	2015	2014	2013
Attrition on Customer basis	6.9%	5.5%	3.6%
Attrition on RCE basis	5.1%	4.9%	3.5%

Customer attrition is primarily due to: (i) customer initiated switches; (ii) residential moves and (iii) disconnection for customer payment defaults.

Customer attrition during the year ended December 31, 2015 was higher than in previous years due to high attrition in the first half of 2015 driven by the reduction of the Southern California customer base and billing issues in the

[Table of Contents](#)

Midwest. Both of these issues were actively managed in the first half of 2015, and we saw attrition return to normal levels by the fourth quarter of 2015. The following table presents attrition by customer on a quarterly basis showing the improvement in attrition throughout the year ended December 31, 2015:

	Year Ended	Quarter Ended			
	December 31, 2015	December 31, 2015	September 30, 2015	June 30, 2015	March 31, 2015
Attrition on Customer basis	6.9%	5.5%	5.9%	7.6%	8.5%
Attrition on RCE basis	5.1%	4.5%	5.0%	5.2%	5.7%

Our rate of attrition during 2014 increased significantly due to higher than expected customer attrition in the Northeast due to extreme weather patterns experienced during the 2013 to 2014 winter season. Additionally, we saw high early tenure attrition and disconnects for non-payment in the Southern California gas market where we offered flat and fixed rate gas products in a largely unpenetrated and minimally competitive market. Finally, as expected, we experienced early tenure churn in several markets where we aggressively relaunched our marketing efforts in late 2013 and 2014. See “— Southern California Market Entry ” below for a more detailed discussion of our attrition rates in Southern California.

Customer attrition in 2013 was benefited by the minimal customer acquisition spending throughout 2012 and most of 2013 as early tenure attrition was negligible. However, the overall customer count continued to shrink until the marketing channels were relaunched in late 2013.

Customer Credit Risk

	Year Ended December 31		
	2015	2014	2013
Total Non-POR Bad Debt as % of Revenue	5.0%	5.7%	1.8%
Total Non-POR Bad Debt as % of Revenue, excluding Southern California	3.8%	3.2%	1.8%

For the years ended December 31, 2015 , 2014 and 2013 , approximately 56% , 44% and 47% of our retail revenues were derived from territories in which substantially all of our credit risk was directly linked to local regulated utility companies. As of December 31, 2015 , 2014 and 2013 , respectively, all of these local regulated utility companies had investment grade ratings. During the same periods, we paid these local regulated utilities a weighted average discount of approximately 1.4% , 1.0% and 1.0% of total revenues for customer credit risk protection, respectively.

Our bad debt expense for the years ended December 31, 2015 , 2014 and 2013 was approximately 5.0%, 5.7% and 1.8% of non-POR market retail revenues, respectively. Bad debt expense as a percentage of non-POR market retail revenues remained high in 2015 due to the negative impact of higher attrition in the Midwest natural gas markets and continued disconnections for non-payment from our Southern California portfolio, where we stopped selling in January 2015. We have recently introduced upfront credit screening to many of our natural gas sales campaigns in order to proactively identify potential at-risk customers.

Bad debt increased in 2014 as a result of several factors, one of which was our focus on customer acquisition in the Southern California gas market in which we bear customer credit risk. A larger than anticipated percentage of new customers in this market terminated service between 30 and 90 days of coming on flow or were not paying their invoices resulting in disconnect for non-payment, which left the Company attempting to recoup one to three months of outstanding balances from these customers. Our management of customer credit risk in this market was primarily through disconnection and aggressive collection efforts. See “—Southern California Market Entry” below. Bad debt expense attributable to the Northeast Region has also increased in 2014 as we have experienced greater difficulty in

[Table of Contents](#)

collecting higher than normal bills from commercial and residential customers following the extreme weather patterns in that region during the 2014 winter season.

Our bad debt expense in 2013 was in line with industry averages and primarily resulted from Texas, which was our largest non-POR market.

Weather Conditions

Weather conditions directly influence the demand for natural gas and electricity and affect the prices of energy commodities. Our hedging strategy is based on forecasted customer energy usage, which can vary substantially as a result of weather patterns deviating from historical norms. We are particularly sensitive to this variability because of our current substantial concentration and focus on growth in the residential customer segment in which energy usage is highly sensitive to weather conditions that impact heating and cooling demand. In the early part of 2015, colder than anticipated weather increased volumes and thus positively impacted our first quarter earnings. Warmer than normal weather in the fourth quarter of 2015 in the Northeast negatively impacted natural gas volumes, while we also optimized our costs of revenues as commodity prices fell.

The extreme weather patterns during the 2013 and 2014 winter season caused commodity demand and prices to rise significantly beyond industry forecasts. As a result, the retail energy industry generally charged higher prices to its variable-price customers resulting in increased attrition and bad debt expense and was subject to decreased margins on fixed-price contracts due to unanticipated increases in volumetric demand that had to be purchased in the spot market at high prices. Our results during the first quarter of 2014 suffered as a result of this severe weather abnormality. After the first quarter 2014 extreme weather conditions, our major markets returned to historical norms for the remainder of the year.

Asset Optimization

Our natural gas business includes opportunistic transactions in the natural gas wholesale marketplace in conjunction with our retail procurement and hedging activities. Asset optimization opportunities primarily arise during the winter heating season when demand for natural gas is the highest. As such, the majority of our asset optimization profits are made in the winter. Given the opportunistic nature of these activities we experience variability in our earnings from our asset optimization activities from year to year. As these activities are accounted for using mark-to-market accounting, the timing of our revenue recognition often differs from the actual cash settlement.

During the years ended December 31, 2015 and 2014, we were obligated to pay demand charges of approximately \$2.6 million and \$2.8 million, respectively, under certain long-term legacy transportation assets that our predecessor entity acquired prior to 2013. Although these demand payments will decrease over time, a portion of the related capacity agreements extend through 2028. Net asset optimization results were a gain of \$1.5 million, a gain of \$2.3 million and a gain of \$0.3 million for the year ended December 31, 2015, 2014 and 2013, respectively.

Southern California Market Entry

Starting in the second quarter of 2014 we accelerated our growth by acquiring carbon neutral gas customers in Southern California. Although we were successful in our acquisition of customers, the campaign faced significant challenges. These challenges resulted in higher than estimated customer attrition and bad debt expense. We attributed our high customer attrition and non-payment rates in the Southern California gas market to confusion and lack of awareness by consumers in an early stage competitive market that is also a “dual bill” market for which customers receive two bills, one from the local distribution utility for delivery and one from the retail energy provider for the product. These factors were exacerbated by the lack of an immediate savings from the utility price as the products that we are offering provided carbon neutral natural gas at a fixed price rather than an immediate savings claim. As a result, our monthly attrition in the Southern California gas market averaged 11.4% during the time we were actively marketing there (April 2014 to December 2014), as compared to an average attrition rate of 4.8% for the rest of the Company’s markets during 2014. Our bad debt expense in this market was heavily impacted by early stage customer attrition and non-payment

rates. As noted above, a much larger than anticipated percentage of new customers in this market terminated or had their services disconnected for non-payment between 30 and 90 days of coming on flow, which left the Company attempting to recoup one to three months of outstanding balances from these customers. Our ability to manage customer credit risk in this market was primarily through disconnection and aggressive collection efforts. Our bad debt expense in the Southern California gas market during 2014 was \$4.8 million, or an average of 51.0%, as compared to \$5.4 million, or an average of 3.2%, for all other markets.

During the third quarter of 2014, we responded to the initial negative results in the Southern California gas market by reducing customer acquisition spending in this market, revamping our products, renegotiating our compensation structure with our primary sales vendor, and increasing our efforts to train the vendor and educate the customer, all with the goal of improving the overall economics for this market. By the end of the third quarter, we had significantly reduced customer acquisition spending as the mitigation efforts taken in the quarter were not providing the desired results. In the fourth quarter of 2014, we took further steps to reduce our sales in Southern California, such that we substantially ceased marketing efforts by the end of 2014. We focused our efforts on aggressive collection initiatives. We invested \$9.8 million acquiring customers in Southern California in 2014, or approximately 37% of total customer acquisition spending of \$26.2 million in 2014. We determined that a portion of our unamortized customer acquisition costs in Southern California in 2014 was impaired, resulting in accelerated amortization of these costs of \$6.5 million during the year ended December 31, 2014.

Although marketing efforts in Southern California substantially ceased by the end of 2014, new customers continued to come on-flow in the first quarter of 2015, which continued to negatively impact bad debt and attrition in the first half of 2015. We continued to manage the attrition, primarily due to non-payment, of Southern California customers in 2015. We had approximately 3,000 RCEs remaining in the Southern California market as of December 31, 2015.

Factors Affecting Comparability of Historical Financial Results

Tax Receivable Agreement. The Tax Receivable Agreement between us and Retailco, LLC (as assignee of NuDevco Retail Holdings, LLC), NuDevco Retail, LLC ("NuDevco Retail") and Spark HoldCo provides for the payment by Spark Energy, Inc. to Retailco, LLC of 85% of the net cash savings, if any, in U.S. federal, state and local income tax or franchise tax that Spark Energy, Inc. actually realizes (or is deemed to realize in certain circumstances) in periods after the IPO as a result of (i) any tax basis increases resulting from the purchase by Spark Energy, Inc. of Spark HoldCo units from NuDevco Retail Holdings prior to or in connection with the IPO, (ii) any tax basis increases resulting from the exchange of Spark HoldCo units for shares of Class A common stock pursuant to the exchange right set forth in the limited liability company agreement of Spark HoldCo (or resulting from an exchange of Spark HoldCo units for cash under the Spark HoldCo limited liability agreement) and (iii) any imputed interest deemed to be paid by us as a result of, and additional tax basis arising from, any payments we make under the Tax Receivable Agreement. In addition, payments we make under the Tax Receivable Agreement will be increased by any interest accrued from the due date (without extensions) of the corresponding tax return. We have recorded 85% of the estimated tax benefit as an increase to amounts payable under the Tax Receivable Agreement as a liability. We will retain the benefit of the remaining 15% of these tax savings.

Executive Compensation Programs. Periodically the Company grants restricted stock units to our officers, employees, non-employee directors and certain employees of our affiliates who perform services for the Company. The restricted stock unit awards vest over approximately one year for non-employee directors and ratably over approximately three or four years for officers, employees and employees of affiliates, with the initial vesting date occurring in May of the subsequent year, and include tandem dividend equivalent rights that will vest upon the same schedule as the underlying restricted stock unit.

Financing. The total amounts outstanding under our Seventh Amended Credit Agreement until the IPO included amounts used to fund equity distributions to our common control owner, which, subsequent to the IPO, we no longer make. Concurrently with the closing of the IPO, we entered into a \$70.0 million Senior Credit Facility, which was subsequently amended and restated on July 8, 2015, and the Seventh Amended Credit Agreement was

terminated. As such, historical borrowings under our Seventh Amended Credit Agreement may not provide an accurate indication of what we need to operate our natural gas and electricity business.

How We Evaluate Our Operations

(in thousands)	Year Ended December 31,		
	2015	2014	2013
Adjusted EBITDA	\$ 36,869	\$ 11,324	\$ 33,533
Retail Gross Margin	\$ 113,615	\$ 76,944	\$ 81,668

Adjusted EBITDA. We define “Adjusted EBITDA” as EBITDA less (i) customer acquisition costs incurred in the current period, (ii) net gain (loss) on derivative instruments, and (iii) net current period cash settlements on derivative instruments, plus (iv) non-cash compensation expense and (v) other non-cash operating items. EBITDA is defined as net income (loss) before provision for income taxes, interest expense and depreciation and amortization.

We deduct all current period customer acquisition costs (representing spending for organic customer acquisitions) in the Adjusted EBITDA calculation because such costs reflect a cash outlay in the year in which they are incurred, even though we capitalize such costs and amortize them over two years in accordance with our accounting policies. The deduction of current period customer acquisition costs is consistent with how we manage our business, but the comparability of Adjusted EBITDA between periods may be affected by varying levels of customer acquisition costs. For example, our Adjusted EBITDA is lower in years of customer growth reflecting larger customer acquisition spending.

We do not deduct the cost of customer relationships (representing those customer acquisitions through acquisitions of business or portfolios of customers).

We deduct our net gains (losses) on derivative instruments, excluding current period cash settlements, from the Adjusted EBITDA calculation in order to remove the non-cash impact of net gains and losses on derivative instruments. We also deduct non-cash compensation expense as a result of restricted stock units that are issued under our long-term incentive plan.

We believe that the presentation of Adjusted EBITDA provides information useful to investors in assessing our liquidity and financial condition and results of operations and that Adjusted EBITDA is also useful to investors as a financial indicator of a company’s ability to incur and service debt, pay dividends and fund capital expenditures. Adjusted EBITDA is a supplemental financial measure that management and external users of our combined and consolidated financial statements, such as industry analysts, investors, commercial banks and rating agencies, use to assess the following:

- our operating performance as compared to other publicly traded companies in the retail energy industry, without regard to financing methods, capital structure or historical cost basis;
- the ability of our assets to generate earnings sufficient to support our proposed cash dividends; and
- our ability to fund capital expenditures (including customer acquisition costs) and incur and service debt.

Retail Gross Margin. We define retail gross margin as operating income (loss) plus (i) depreciation and amortization expenses and (ii) general and administrative expenses, less (i) net asset optimization revenues, (ii) net gains (losses) on non-trading derivative instruments, and (iii) net current period cash settlements on non-trading derivative instruments. Retail gross margin is included as a supplemental disclosure because it is a primary performance measure used by our management to determine the performance of our retail natural gas and electricity business by removing the impacts of our asset optimization activities and net non-cash income (loss) impact of our economic hedging activities. As an indicator of our retail energy business’ operating performance, retail gross

[Table of Contents](#)

margin should not be considered an alternative to, or more meaningful than, operating income (loss), its most directly comparable financial measure calculated and presented in accordance with GAAP.

The GAAP measures most directly comparable to Adjusted EBITDA are net income (loss) and net cash provided by operating activities. The GAAP measure most directly comparable to Retail Gross Margin is operating income (loss). Our non-GAAP financial measures of Adjusted EBITDA and Retail Gross Margin should not be considered as alternatives to net income (loss), net cash provided by operating activities, or operating income (loss). Adjusted EBITDA and Retail Gross Margin are not presentations made in accordance with GAAP and have important limitations as analytical tools. You should not consider Adjusted EBITDA or Retail Gross Margin in isolation or as a substitute for analysis of our results as reported under GAAP. Because Adjusted EBITDA and Retail Gross Margin exclude some, but not all, items that affect net income (loss) and net cash provided by operating activities, and are defined differently by different companies in our industry, our definition of Adjusted EBITDA and Retail Gross Margin may not be comparable to similarly titled measures of other companies.

Management compensates for the limitations of Adjusted EBITDA and Retail Gross Margin as analytical tools by reviewing the comparable GAAP measures, understanding the differences between the measures and incorporating these data points into management's decision-making process.

The following table presents a reconciliation of Adjusted EBITDA to net (loss) income for each of the periods indicated.

<i>(in thousands)</i>	Year Ended December 31,		
	2015	2014	2013
Reconciliation of Adjusted EBITDA to Net Income (Loss):			
Net income (loss)	\$ 25,975	\$ (4,265)	\$ 31,412
Depreciation and amortization	25,378	22,221	16,215
Interest expense	2,280	1,578	1,714
Income tax expense	1,974	(891)	56
EBITDA	55,607	18,643	49,397
Less:			
Net, (Losses) gains on derivative instruments	(18,497)	(14,535)	6,567
Net, Cash settlements on derivative instruments	20,547	(3,479)	1,040
Customer acquisition costs	19,869	26,191	8,257
Plus:			
Non-cash compensation expense	3,181	858	—
Adjusted EBITDA	\$ 36,869	\$ 11,324	\$ 33,533

[Table of Contents](#)

The following table presents a reconciliation of Adjusted EBITDA to net cash provided by operating activities for each of the periods indicated.

(in thousands)	Year Ended December 31,		
	2015	2014	2013
Reconciliation of Adjusted EBITDA to net cash provided by operating activities:			
Net cash provided by operating activities	\$ 45,931	\$ 5,874	\$ 44,480
Amortization and write off of deferred financing costs	(412)	(631)	(678)
Allowance for doubtful accounts and bad debt expense	(7,908)	(10,164)	(3,101)
Interest expense	2,280	1,578	1,714
Income tax expense (benefit)	1,974	(891)	56
Changes in operating working capital			
Accounts receivable, prepaids, current assets	(18,820)	13,332	(17,790)
Inventory	4,544	3,711	599
Accounts payable and accrued liabilities	13,008	(2,466)	7,879
Other	(3,728)	981	374
Adjusted EBITDA	\$ 36,869	\$ 11,324	\$ 33,533
Cash Flow Data:			
Cash flows provided by operating activity	\$ 45,931	\$ 5,874	\$ 44,480
Cash flows used in investing activity	\$ (41,943)	\$ (3,040)	\$ (1,481)
Cash flows used in financing activity	\$ (3,873)	\$ (5,664)	\$ (42,369)

The following table presents a reconciliation of Retail Gross Margin to operating (loss) income for each of the periods indicated.

(in thousands)	Year Ended December 31,		
	2015	2014	2013
Reconciliation of Retail Gross Margin to Operating Income (Loss):			
Operating income (loss)	\$ 29,905	\$ (3,841)	\$ 32,829
Depreciation and amortization	25,378	22,221	16,215
General and administrative	61,682	45,880	35,020
Less:			
Net asset optimization revenue	1,494	2,318	314
Net, (Losses) gains on non-trading derivative instruments	(18,423)	(8,713)	1,429
Net, Cash settlements on non-trading derivative instruments	20,279	(6,289)	653
Retail Gross Margin	\$ 113,615	\$ 76,944	\$ 81,668

Combined and Consolidated Results of Operations

Year Ended December 31, 2015 Compared to Year Ended December 31, 2014

In Thousands	Year Ended December 31,		
	2015	2014	Change
Revenues:			
Retail revenues	\$ 356,659	\$ 320,558	\$ 36,101
Net asset optimization revenues	1,494	2,318	(824)
Total Revenues	358,153	322,876	35,277
Operating Expenses:			
Retail cost of revenues	241,188	258,616	(17,428)
General and administrative	61,682	45,880	15,802
Depreciation and amortization	25,378	22,221	3,157
Total Operating Expenses	328,248	326,717	1,531
Operating income (loss)	29,905	(3,841)	33,746
Other (expense)/income:			
Interest expense	(2,280)	(1,578)	(702)
Interest and other income	324	263	61
Total other (expenses)/income	(1,956)	(1,315)	(641)
Income (loss) before income tax expense	27,949	(5,156)	33,105
Income tax expense (benefit)	1,974	(891)	2,865
Net income (loss)	\$ 25,975	\$ (4,265)	\$ 30,240
Adjusted EBITDA ⁽¹⁾	\$ 36,869	\$ 11,324	\$ 25,545
Retail Gross Margin ⁽¹⁾	\$ 113,615	\$ 76,944	\$ 36,671
Customer Acquisition Costs	\$ 19,869	\$ 26,191	\$ (6,322)
Customer Attrition	6.9%	5.5%	1.4%
Distributions paid to Class B non-controlling unit holders and dividends paid to Class A common shareholders	\$ (20,043)	\$ (3,305)	\$ (16,738)

(1) Adjusted EBITDA and Retail Gross Margin are non-GAAP financial measures. See “How We Evaluate Our Operations” for a reconciliation of Adjusted EBITDA and Retail Gross Margin to their most directly comparable financial measures presented in accordance with GAAP.

Total Revenues. Total revenues for the year ended December 31, 2015 were approximately \$358.2 million , an increase of approximately \$35.3 million , or 11% , from approximately \$322.9 million for the year ended December 31, 2014 . This increase was primarily due to an increase in electricity volumes, partially offset by decreases in natural gas volumes, electricity pricing and natural gas pricing.

The \$63.4 million increase in revenues due to our increase in electricity volumes was primarily due to the acquisitions of Oasis and CenStar and organic growth in our electricity utility territories in the East. This increase was offset by a decrease of \$18.7 million from decreases in electricity and natural gas pricing, which were driven by falling commodity prices as well as overall pricing decreases due to our increased commercial customer count after the acquisitions of CenStar and Oasis. Additionally, an \$8.6 million decrease in revenues was due to our decrease in natural gas volumes in our natural gas utility territories in the East and Midwest and the shift of marketing efforts from commercial customers to residential customers.

Net Asset Optimization Revenues . Net asset optimization revenues for the year ended December 31, 2015 were approximately \$1.5 million , a decrease of approximately \$0.8 million , or 36% , from \$2.3 million for the year ended December 31, 2014 . This decrease was primarily due to physical gas arbitrage opportunities in the Northeast that arose due to extreme winter weather conditions in 2014 that were absent in 2015.

Retail Cost of Revenues . Total retail cost of revenues for the year ended December 31, 2015 was approximately \$241.2 million , a decrease of approximately \$17.4 million , or 7% , from approximately \$258.6 million for the year ended December 31, 2014 . This decrease was primarily due to lower electricity and natural gas supply costs and lower natural gas volumes, partially offset by higher electricity volumes.

The decreases due to lower electricity and natural gas supply costs were \$26.3 million and \$20.1 million, respectively. These supply cost decreases were due to the overall lower commodity price environment in 2015, compared with exacerbated pricing in early 2014 caused by extreme weather patterns in the Northeast. Additionally, lower natural gas volumes resulted in a \$6.0 million decrease in retail cost of revenues, which was driven by gas attrition outpacing the addition of new gas customers. We saw higher gas usage in 2014 resulting from the extreme weather conditions in the Northeast affecting the first quarter, while 2015 did not see this high usage pattern. We also recorded a \$16.8 million loss due to the change in the value of our non-trading derivative portfolio used for hedging.

These decreases were offset by an increase of \$51.8 million due to higher electricity volumes, primarily from our acquisitions of Oasis and CenStar as well as increased electricity customers from organic sales strategies.

General and Administrative Expense . General and administrative expense for the year ended December 31, 2015 was approximately \$61.7 million , an increase of approximately \$15.8 million , or 34% , as compared to \$45.9 million for the year ended December 31, 2014 . This increase was primarily due to increased billing and other variable costs associated with increased RCEs, including those added as a result of the acquisitions of Oasis and CenStar, and increased costs associated with being a public company for a full year.

Depreciation and Amortization Expense . Depreciation and amortization expense for the year ended December 31, 2015 was approximately \$25.4 million , an increase of approximately \$3.2 million , or 14% , from approximately \$22.2 million for the year ended December 31, 2014 . This increase was primarily due to the amortization from higher average customer relationships and customer acquisition costs amortizing in 2015 than in 2014, primarily due to the acquisitions of Oasis, CenStar and other portfolios of customer contracts.

Customer Acquisition Cost . Customer acquisition cost for the year ended December 31, 2015 was approximately \$19.9 million , a decrease of approximately \$6.3 million from approximately \$26.2 million for the year ended December 31, 2014 . This decrease was due to the slowing of organic additions as we shifted our focus to acquisitions and recent changes to our residential vendor commission payment structure in the third quarter of 2015, which resulted in decreased customer acquisition spending as vendors adapted to the new structure in the third and fourth quarters of 2015.

Year Ended December 31, 2014 Compared to Year Ended December 31, 2013

<i>In Thousands</i>	Year Ended December 31,		
	2014	2013	Change
Revenues:			
Retail revenues	\$ 320,558	\$ 316,776	\$ 3,782
Net asset optimization revenues	2,318	314	2,004
Total Revenues	322,876	317,090	5,786
Operating Expenses:			
Retail cost of revenues	258,616	233,026	25,590
General and administrative	45,880	35,020	10,860
Depreciation and amortization	22,221	16,215	6,006
Total Operating Expenses	326,717	284,261	42,456
Operating (loss) income	(3,841)	32,829	(36,670)
Other (expense)/income:			
Interest expense	(1,578)	(1,714)	136
Interest and other income	263	353	(90)
Total other (expenses)/income	(1,315)	(1,361)	46
(Loss) income before income tax expense	(5,156)	31,468	(36,624)
Income tax (benefit) expense	(891)	56	(947)
Net (loss) income	\$ (4,265)	\$ 31,412	\$ (35,677)
Adjusted EBITDA ⁽¹⁾	\$ 11,324	\$ 33,533	\$ (22,209)
Retail Gross Margin ⁽¹⁾	\$ 76,944	\$ 81,668	\$ (4,724)
Customer Acquisition Costs	\$ 26,191	\$ 8,257	\$ 17,934
Customer Attrition	5.5%	3.6%	1.9%
Distributions paid to Class B non-controlling unit holders and dividends paid to Class A common shareholders	\$ (3,305)	\$ —	\$ (3,305)

(1) Adjusted EBITDA and Retail Gross Margin are non-GAAP financial measures. See “How We Evaluate Our Operations” for a reconciliation of Adjusted EBITDA and Retail Gross Margin to their most directly comparable financial measures presented in accordance with GAAP.

Total Revenues. Total revenues for the year ended December 31, 2014 were approximately \$322.9 million , an increase of approximately \$5.8 million , or 2% , from approximately \$317.1 million for the year ended December 31, 2013 . This increase was primarily due to overall higher customer pricing across both commodities, in part due to increased supply costs, which resulted in an increase in total revenues of \$38.1 million, as well as a \$2.0 million increase in net asset optimization revenues. This increase was offset by a decrease of \$34.3 million due to customer sales volumes which were lower, primarily due to the shift of the concentration of our marketing efforts from commercial customers to residential customers.

Net Asset Optimization Revenues . Net asset optimization revenues for the year ended December 31, 2014 were approximately \$2.3 million , an increase of approximately \$2.0 million , or 667%, from \$0.3 million in the prior year. This increase was primarily due to physical gas arbitrage opportunities in the Northeast that arose due to extreme winter weather conditions in 2014 and losses we recognized in 2013 from a hedge strategy involving interruptible transportation that did not repeat in 2014.

Retail Cost of Revenues . Total retail cost of revenues for the year ended December 31, 2014 was approximately \$258.6 million , an increase of approximately \$25.6 million , or 11% , from approximately \$233.0 million for the year ended December 31, 2013 . This increase was primarily due to increased supply costs arising from capacity constraints from the extreme weather conditions in the Northeast during the first quarter of 2014, which resulted in an increase of total retail cost of revenues of \$35.6 million, as well as an increase of \$17.0 million due to a change

[Table of Contents](#)

in the value of our non-trading derivative portfolio used for hedging. This increase was offset by a decrease of \$27.0 million due to customer sales volumes which were lower, primarily due to the strategic shift of the concentration of our marketing efforts from commercial customers to residential customers.

General and Administrative Expense . General and administrative expense for the year ended December 31, 2014 was approximately \$45.9 million , an increase of approximately \$10.9 million or 31% , as compared to \$35.0 million for the year ended December 31, 2013 . This increase was primarily due to an increase of bad debt expense of \$7.1 million, which was \$10.2 million for the year ended December 31, 2014 compared to \$3.1 million for the year ended December 31, 2013, as well as increased costs associated with being a public company and increased billing and other variable costs associated with increased customers.

Depreciation and Amortization Expense . Depreciation and amortization expense for the year ended December 31, 2014 was approximately \$22.2 million , an increase of approximately \$6.0 million , or 37% , from approximately \$16.2 million for the year ended December 31, 2013 . This increase was primarily due to the accelerated amortization of capitalized customer acquisition costs in Southern California and Massachusetts of \$6.5 million and \$0.2 million, respectively, in the fourth quarter of 2014 offset by lower depreciation for certain software assets that were fully depreciated in 2013.

Customer Acquisition Cost . Customer acquisition cost for the year ended December 31, 2014 was approximately \$26.2 million , an increase of approximately \$17.9 million from approximately \$8.3 million for the year ended December 31, 2013 . This increase was due to our increased marketing efforts to grow our customer base beginning in the second half of 2013 and continuing during 2014 including spending in California of \$15.4 million, spending in Illinois of \$6.4 million and spending in New York for \$1.1 million for the year ended December 31, 2014.

Operating Segment Results

	Year Ended December 31,		
	2015	2014	2013
(in millions, except volume and per unit operating data)			
Retail Natural Gas Segment			
Total Revenues	\$ 128.7	\$ 146.5	\$ 125.2
Retail Cost of Revenues	70.5	109.2	83.1
Less: Net Asset Optimization Revenues	1.5	2.3	0.3
Less: Net Gains (Losses) on non-trading derivatives, net of cash settlements	3.3	(9.3)	(0.6)
Retail Gross Margin—Gas	\$ 53.4	\$ 44.3	\$ 42.4
Volumes—Gas (MMBtus)	14,786,681	15,724,708	16,598,751
Retail Gross Margin — Gas per MMBtu	\$ 3.61	\$ 2.82	\$ 2.55
Retail Electricity Segment			
Total Revenues	\$ 229.5	\$ 176.4	\$ 191.9
Retail Cost of Revenues	170.7	149.5	149.9
Less: Net Gains (Losses) on non-trading derivatives, net of cash settlements	(1.4)	(5.7)	2.7
Retail Gross Margin—Electricity	\$ 60.2	\$ 32.6	\$ 39.3
Volumes—Electricity (MWhs)	2,075,479	1,526,652	1,829,657
Retail Gross Margin—Electricity per MWh	\$ 29.03	\$ 21.37	\$ 21.48

*Year Ended December 31, 2015 Compared to the Year Ended December 31, 2014**Retail Natural Gas Segment*

Total revenues for the Retail Natural Gas Segment for the year ended December 31, 2015 were approximately \$128.7 million, a decrease of approximately \$17.8 million, or 12%, from approximately \$146.5 million for the year ended December 31, 2014. This decrease was primarily due to lower customer sales volumes primarily in the East and Midwest, lower average gas RCEs and a return to normalized weather patterns in 2015, resulting in a decrease in revenues of \$8.6 million, and decreased pricing, in part due to a return to normalized weather patterns in 2015, resulting in a decrease in revenues of \$8.4 million.

Retail cost of revenues for the Retail Natural Gas Segment for the year ended December 31, 2015 were approximately \$70.5 million, a decrease of approximately \$38.7 million, or 35%, from approximately \$109.2 million for the year ended December 31, 2014. This decrease was primarily due to lower natural gas supply costs of \$20.1 million, in part due to lower costs in 2015 compared to capacity constraints and higher usage from extreme weather conditions in the Northeast affecting the first quarter of 2014. Additionally, this we recorded a \$12.6 million loss due to the decrease in the value of our non-trading derivative portfolio used for hedging and a decrease of \$6.0 million resulting from lower customer sales volumes, primarily in the Midwest and East.

Retail gross margin for the Retail Natural Gas Segment for the year ended December 31, 2015 was approximately \$53.4 million, an increase of approximately \$9.1 million, or 21% as compared to \$44.3 million for the year ended December 31, 2014, as indicated in the table below (in millions).

Change in unit margin per MMBtu	\$	11.7
Change in volumes sold		(2.6)
Change in retail natural gas segment retail gross margin	\$	9.1

Unit margins were positively impacted by expanded spot margins from the overall lower commodity price environment.

The volumes of natural gas sold decreased from 15,724,708 MMBtu for the year ended December 31, 2014 to 14,786,681 MMBtu for the year ended December 31, 2015. This decrease was primarily due to our decreasing organic customer base and warmer than expected weather in fourth quarter of 2015, partially offset by the addition of customers through the acquisitions of CenStar and Oasis.

Retail Electricity Segment

Retail revenues for the Retail Electricity Segment for the year ended December 31, 2015 was approximately \$229.5 million, an increase of approximately \$53.1 million, or 30%, from approximately \$176.4 million for the year ended December 31, 2014. This increase was primarily due to higher customer sales volumes resulting in an increase in retail revenues of \$63.4 million, primarily due to our acquisitions of Oasis and CenStar and from organic growth primarily in the East, partially offset by lower customer sales volumes in the Southwest due to a milder summer. This increase was partially offset by a decrease in retail revenues of \$10.3 million due to the overall lower commodity pricing environment.

Retail cost of revenues for the Retail Electricity Segment for the year ended December 31, 2015 was approximately \$170.7 million, an increase of approximately \$21.2 million, or 14%, from approximately \$149.5 million for the year ended December 31, 2014. This increase was primarily due to higher customer sales volumes, which resulted in an increase of approximately \$51.7 million, primarily attributable to the acquisitions of Oasis and CenStar and organic growth in the East. This increase was offset by lower supply costs of \$26.3 million due to the overall lower commodity price environment. Additionally, we recorded a loss of \$4.2 million due to the decrease in the value of our non-trading derivative portfolio used for hedging.

[Table of Contents](#)

Retail gross margin for the Retail Electricity Segment for the year ended December 31, 2015 was approximately \$60.2 million , an increase of approximately \$27.6 million , or 85% , as compared to \$32.6 million for the year ended December 31, 2014 as indicated in the table below (in millions).

Change in unit margin per MWh	\$	15.9
Change in volumes sold		11.7
Change in retail electricity segment retail gross margin	\$	27.6

Unit margins were positively impacted by expanded spot margins from the overall lower commodity price environment.

The volumes of electricity sold increased from 1,526,652 MWh for the year ended December 31, 2014 to 2,075,479 MWh for the year ended December 31, 2015 . This increase was primarily due to the addition of customers through the acquisitions of Oasis and CenStar and organic growth in East.

Year Ended December 31, 2014 Compared to the Year Ended December 31, 2013

Retail Natural Gas Segment

Retail revenues for the Retail Natural Gas Segment for the year ended December 31, 2014 was approximately \$146.5 million , an increase of approximately \$21.3 million, or 17%, from approximately \$125.2 million in the prior year. This increase was primarily due to higher customer pricing implemented in part to capture increased supply costs, which resulted in an increase of \$21.9 million, as well as a \$2.0 million increase in net optimization revenues. This increase was offset by a decrease of \$2.6 million due to decreased customer sales volumes.

Retail cost of revenues for the Retail Natural Gas Segment for the year ended December 31, 2014 was approximately \$109.2 million , an increase of approximately \$26.1 million, or 31%, from approximately \$83.1 million in the prior year. This increase was primarily due to increased supply costs resulting from the extreme weather conditions experienced across the United States during the first quarter of 2014, which resulted in an increase of \$19.2 million, as well as a \$8.6 million increase due to a change in the value of our non-trading derivative portfolio used for hedging. This increase was offset primarily by a \$1.7 million decrease due to decreased customer sales volumes.

Retail gross margin for the Retail Natural Gas Segment for the year ended December 31, 2014 was approximately \$44.3 million , an increase of approximately \$1.9 million, or 4%, from approximately \$42.4 million for the year ended December 31, 2013 , as indicated in the table below (in millions).

Change in unit margin per MMBtu	\$	2.9
Change in volumes sold		(1.0)
Change in retail natural gas segment retail gross margin	\$	1.9

The volumes of natural gas sold decreased from 16,598,751 MMBtu during the year ended December 31, 2013 to 15,724,708 MMBtu for the year ended December 31, 2014 . This decrease was primarily due to the shift in our customer base to lower volume, higher margin residential gas users, primarily in Southern California.

Retail Electricity Segment

Retail revenues for the Retail Electricity Segment for the year ended December 31, 2014 were approximately \$176.4 million , a decrease of approximately \$15.5 million, or 8%, from approximately \$191.9 million for the year ended December 31, 2013 . This decrease was primarily due to lower customer sales volumes, which resulted in a decrease of \$31.7 million. This decrease was offset by an increase of retail revenues of \$16.2 million due to higher customer pricing implemented in part to capture increased supply costs.

Retail cost of revenues for the Retail Electricity Segment for the year ended December 31, 2014 were approximately \$149.5 million, a decrease of approximately \$0.4 million, or 0%, from approximately \$149.9 million for the year ended December 31, 2013. This decrease was primarily due to lower customer sales volumes, which resulted in a decrease of approximately \$25.1 million. This decrease was offset by increased supply costs resulting from the extreme weather conditions experienced across the United States during the first quarter of 2014, which resulted in an increase in retail cost of revenues of \$16.4 million, as well as an \$8.3 million increase due to a change in the value of our non-trading derivative portfolio used for hedging.

Retail gross margin for the Retail Electricity Segment for the year ended December 31, 2014 was approximately \$32.6 million, a decrease of approximately \$6.7 million, or 17%, as compared to \$39.3 million for the year ended December 31, 2013, as indicated in the table below (in millions).

Change in unit margin per MWh	\$	(0.2)
Change in volumes sold		(6.5)
Change in retail electricity segment retail gross margin	\$	(6.7)

The volumes of electricity sold decreased from 1,829,657 MWh for the year ended December 31, 2013 to 1,526,652 MWh during the year ended December 31, 2014. This decrease was primarily due to a decreased focus on higher volume but lower margin commercial customers. Electric unit margins expanded in 2014 with our shift to higher margin residential customers but were negatively impacted by the increased supply cost during the extreme weather patterns in the first quarter.

Liquidity and Capital Resources

Our liquidity requirements fluctuate with our customer acquisition costs, acquisitions, collateral posting requirements on our derivative instruments portfolio, distributions, the effects of the timing between payments of payables and receipts of receivables, including bad debt receivables, and our general working capital needs for ongoing operations. Our borrowings under the Senior Credit Facility are also subject to material variations on a seasonal basis due to the timing of commodity purchases to satisfy required natural gas inventory purchases and to meet customer demands during periods of peak usage. Moreover, estimating our liquidity requirements is highly dependent on then-current market conditions, including forward prices for natural gas and electricity, and market volatility.

Our primary sources of liquidity are cash generated from operations and borrowings under our Senior Credit Facility. We believe that cash generated from these sources will be sufficient to sustain current operations and to pay required taxes and quarterly cash distributions including the quarterly dividend to the holders of the Class A common stock for the next twelve months.

We amended and restated the Senior Credit Facility on July 8, 2015. The amended covenants under the Senior Credit Facility requires us to hold increasing levels of net working capital over time. The Senior Credit Facility, as amended, includes a \$25 million secured revolving line of credit ("Acquisition Line") for the purpose of financing permitted acquisitions, which enables us to pursue growth through mergers and acquisitions. We are obligated to make payments outstanding under the Acquisition Line of 25% per year with the balance due at maturity, which in turn increases availability under the line. We will be constrained in our ability to grow through acquisitions using financing under the Senior Credit Facility to the extent we have utilized the capacity under this Acquisition Line. After closing the CenStar and Oasis acquisitions in July 2015, remaining availability under the Acquisition Line of the Senior Credit Facility was \$5.1 million at December 31, 2015. In addition, the Senior Credit Facility requires us to finance permitted acquisitions with at least 25% of either cash on hand, equity contributions or subordinated debt. In order to finance the acquisitions of Oasis and CenStar, we have issued convertible subordinated notes to an affiliate of our Founder and majority shareholder. There can be no assurance that our Founder and majority shareholder and their affiliates will continue to finance our acquisition activities through such notes.

[Table of Contents](#)

Based upon our current plans, level of operations and business conditions, we believe that our cash on hand, cash generated from operations, and available borrowings under the Senior Credit Facility will be sufficient to meet our capital requirements and working capital needs. We believe that the financing of any growth through acquisitions in 2016 would require equity financing and an expansion of our Working Capital Line to accommodate such growth.

The following table details our total liquidity as of the period presented:

	December 31,	
<i>(\$ in thousands)</i>	2015	
Cash and cash equivalents	\$	4,474
Senior Credit Facility Working Capital Line Availability ⁽¹⁾		15,950
Senior Credit Facility Acquisition Line Availability ⁽²⁾		5,102
Total Liquidity	\$	25,526

(1) Subject to Senior Credit Facility borrowing base restrictions. See " — Cash Flows — Senior Credit Facility."

(2) Subject to Senior Credit Facility covenant restrictions. See " — Cash Flows — Senior Credit Facility."

Capital expenditures for the year ended December 31, 2015 included approximately \$19.9 million on customer acquisitions and \$1.8 million related to information systems improvements.

The Spark HoldCo, LLC Agreement provides, to the extent cash is available, for distributions pro rata to the holders of Spark HoldCo units such that we receive an amount of cash sufficient to cover the estimated taxes payable by us, the targeted quarterly dividend we intend to pay to holders of our Class A common stock, and payments under the Tax Receivable Agreement we have entered into with Spark HoldCo, Retailco, LLC (successor to NuDevco Retail Holdings) and NuDevco Retail.

We paid dividends to holders of our Class A common stock for the year ended December 31, 2015 of approximately \$1.45 per share or \$4.5 million. Our ability to pay dividends in the future will depend on many factors, including the performance of our business and restrictions under our Senior Credit Facility. The financial covenants included in the Senior Credit Facility require the Company to retain increasing amounts of working capital over time, which may have the effect of restricting our ability to pay dividends. Management does not currently believe that the financial covenants in the Senior Credit Facility will cause any such restrictions.

In order to pay our stated dividends to holders of our Class A common stock and corresponding distributions to holders of our Class B common stock, Spark HoldCo generally is required to distribute approximately \$20.1 million on an annualized basis to holders of Spark HoldCo units. If our business does not generate enough cash for Spark HoldCo to make such distributions, we may have to borrow to pay our dividend. If our business generates cash in excess of the amounts required to pay an annual dividend of \$1.45 per share of Class A common stock, we currently expect to reinvest any such excess cash flows in our business and not increase the dividends payable to holders of our Class A common stock. However, our future dividend policy is within the discretion of our board of directors and will depend upon various factors, including the results of our operations, our financial condition, capital requirements and investment opportunities. On January 21, 2016, our Board of Directors declared a quarterly dividend of \$0.3625 per share for the fourth quarter of 2015 to holders of the Class A common stock as of February 29, 2016. This dividend was paid on March 14, 2016.

We expect to make payments pursuant to the Tax Receivable Agreement that we have entered into with Retailco LLC (as assignee of NuDevco Retail Holdings), NuDevco Retail and Spark HoldCo in connection with the IPO. Except in cases where we elect to terminate the Tax Receivable Agreement early (the Tax Receivable Agreement is terminated early due to certain mergers or other changes of control) or we have available cash but fail to make payments when due, generally we may elect to defer payments due under the Tax Receivable Agreement for up to five years if we do not have available cash to satisfy our payment obligations under the Tax Receivable Agreement or if our contractual obligations limit our ability to make these payments. Any such deferred payments under the Tax Receivable Agreement generally will accrue interest. If we were to defer substantial payment obligations under

the Tax Receivable Agreement on an ongoing basis, the accrual of those obligations would reduce the availability of cash for other purposes, but we would not be prohibited from paying dividends on our Class A common stock.

We did not meet the threshold coverage ratio required to fund the first payment to NuDevco Retail Holdings under the Tax Receivable Agreement during the four-quarter period ending September 30, 2015. As such, the initial payment under the Tax Receivable Agreement due in late 2015 was deferred pursuant to the terms thereof. See Note 13 “Transactions with Affiliates” in the notes to our condensed combined and consolidated financial statements for additional details on the Tax Receivable Agreement. See “Risk Factors—Risks Related to our Class A Common Stock” for risks related to the Tax Receivable Agreement.

Cash Flows

Year Ended December 31, 2015 Compared to the Year Ended December 31, 2014

Our cash flows were as follows for the respective periods (in thousands):

	Year Ended December 31,		
	2015	2014	Change
Net cash provided by operating activities	\$ 45,931	\$ 5,874	\$ 40,057
Net cash used in investing activities	\$ (41,943)	\$ (3,040)	\$ (38,903)
Net cash used in financing activities	\$ (3,873)	\$ (5,664)	\$ 1,791

Cash Flows Provided by Operating Activities . Cash flows provided by operating activities for the year ended December 31, 2015 increased by \$40.1 million compared to the year ended December 31, 2014. The increase was primarily due to an increase in retail gross margin, due to the lower commodity price environment and operations from the acquisitions of CenStar and Oasis. Additionally, the Company spent less on customer acquisition spending in 2015 and instead focused on acquisitions as discussed below for investing activities. These increases were partially offset by higher settlements on derivative instruments and lower operating working capital.

Cash Flows Used in Investing Activities . Cash flows used in investing activities increased by \$38.9 million for the year ended December 31, 2015 , which was primarily due to the cash used on the acquisitions of CenStar and Oasis.

Cash Flows Used in Financing Activities . Cash flows used in financing activities decreased by \$1.8 million for the year ended December 31, 2015 primarily due to proceeds of \$7.1 million from the issuance of the CenStar and Oasis Notes and a reduction in net distributions (member distributions prior to the IPO and distributions and dividends on common stock after the IPO) in 2015 of \$19.7 million, offset by reduced net borrowings under the Senior Credit Facility of \$25.1 million.

Year Ended December 31, 2014 Compared to the Year Ended December 31, 2013

Our cash flows were as follows for the respective periods (in thousands):

	Year Ended December 31,		
	2014	2013	Change
Net cash provided by operating activities	\$ 5,874	\$ 44,480	\$ (38,606)
Net cash used in investing activities	\$ (3,040)	\$ (1,481)	\$ (1,559)
Net cash used in financing activities	\$ (5,664)	\$ (42,369)	\$ 36,705

Cash Flows Provided by Operating Activities . Cash flows provided by operating activities for the year ended December 31, 2014 decreased by \$38.6 million compared to the year ended December 31, 2013 . The decrease was primarily due to increased customer acquisition cost spending primarily in California, Illinois and New York during the year ended December 31, 2014. In addition, the decrease in cash flows provided by operating activities was due

to a decrease in retail gross margin due to the cost of supply in the first quarter of 2014 and an increase in general and administrative expenses, including bad debt expense, as discussed in “—Operating Segment Results”.

Cash Flows Used in Investing Activities . Cash flows used in investing activities increased by \$1.6 million for the year ended December 31, 2014 which was driven by an increase in capital expenditures related to the Company’s new customer billing and information system.

Cash Flows Used in Financing Activities . Cash flows used in financing activities decreased by \$36.7 million for the year ended December 31, 2014 primarily due to a \$17.0 million increase in our borrowings, net of payments, under our credit facilities due to cash funding for operations and a \$23.0 million decrease in net member distributions prior to the IPO, offset by a \$3.3 million distribution and dividend paid in December 2014.

Senior Credit Facility

Prior to the IPO, SE and SEG were co-borrowers under an \$80 million revolving working capital credit facility with a maturity date of July 31, 2015. The total amounts outstanding under this facility prior to the IPO include distributions to the common control owner to fund unrelated operations of an affiliate. In connection with the IPO, Spark HoldCo, SE and SEG (the “Co-Borrowers”) and Spark Energy, Inc., as guarantor, entered into the Senior Credit Facility.

On July 8, 2015, the Company, as guarantor, and Spark HoldCo, LLC (“Spark HoldCo” or the “Borrower, and together with the subsidiaries of Spark HoldCo, LLC, the “Co-Borrowers”) amended and restated the Senior Credit Facility to include a senior secured revolving working capital facility of \$60.0 million (the “Working Capital Line”) and a \$25.0 million Acquisition Line to be used specifically for the financing of up to 75% of the cost of acquisition transactions with the remainder to be financed by the Company either through cash on hand, equity contributions or the issuance of subordinated debt. The Senior Credit Facility will mature on July 8, 2017 and may be extended for one additional year with lender consent. Borrowings under the Acquisition Line will be repaid 25% per year with the remaining 50% due at maturity. At the Borrower’s election, interest under the Working Capital Line is generally determined by reference to:

- the Eurodollar rate plus an applicable margin of up to 3.0% per annum (based upon the prevailing utilization); or
- the alternate base rate plus an applicable margin of up to 2.0% per annum (based upon the prevailing utilization). The alternate base rate is equal to the highest of (i) Société Générale’s prime rate, (ii) the federal funds rate plus 0.5% per annum, or (iii) the reference Eurodollar rate plus 1.0%; or
- the rate quoted by Société Générale as its cost of funds for the requested credit plus up to 2.5% per annum (based upon the prevailing utilization).

The interest rate is generally reduced by 25 basis points if utilization under the Working Capital Line is below fifty percent.

Borrowings under the Acquisition Line are generally determined by reference to:

- the Eurodollar rate plus an applicable margin of up to 3.75% per annum (based upon the prevailing utilization); or
- the alternate base rate plus an applicable margin of up to 2.75% per annum (based upon the prevailing utilization). The alternate base rate is equal to the highest of (i) Société Générale’s prime rate, (ii) the federal funds rate plus 0.5% per annum, or (iii) the reference Eurodollar rate plus 1.0%.

The Co-Borrowers pay an annual commitment fee of 0.375% or 0.50% on the unused portion of the Working Capital Line depending upon the unused capacity and 0.50% on the unused portion of the Acquisition Line. The lending syndicate under the Senior Credit Facility is entitled to several additional fees including an upfront fee, annual agency fee, and fronting fees based on a percentage of the face amount of letters of credit payable to any syndicate member that issues a letter a credit.

Table of Contents

The Company has the ability to elect the availability under the Working Capital Line between \$30.0 million to \$60.0 million. Availability under the working capital line is subject to borrowing base limitations. The borrowing base is calculated primarily based on 80% to 90% of the value of eligible accounts receivable and unbilled product sales (depending on the credit quality of the counterparties) and inventory and other working capital assets. The Co-Borrowers must generally seek approval of the Agent or the lenders for permitted acquisitions to be financed under the Acquisition Line.

The Senior Credit Facility is secured by pledges of the equity of the portion of Spark HoldCo owned by the Company and of the equity of Spark HoldCo's subsidiaries and the Co-Borrowers' present and future subsidiaries, all of the Co-Borrowers' and their subsidiaries' present and future property and assets, including accounts receivable, inventory and liquid investments, and control agreements relating to bank accounts.

The Senior Credit Facility also contains covenants that, among other things, require the maintenance of specified ratios or conditions as follows:

Minimum Net Working Capital . The Co-Borrowers must maintain minimum consolidated net working capital at all times equal to \$2.0 million initially and gradually increasing to the greater of \$5.0 million or 15% of the elected availability under the Working Capital Line.

Minimum Adjusted Tangible Net Worth. Spark Energy, Inc. must maintain a minimum consolidated adjusted tangible net worth at all times equal to the net proceeds from equity issuances occurring after the date of the Senior Credit Facility plus the greater of (i) 20% of aggregate commitments under the Working Capital Line plus 33% of borrowings under the Acquisition Line and (ii) \$18.0 million.

Minimum Fixed Charge Coverage Ratio. Spark Energy, Inc. must maintain a minimum fixed charge coverage ratio of 1.10 to 1.00 (with quarterly increases to the numerator of increments of 0.05 beginning in the third quarter of 2016). The Fixed Charge Coverage Ratio is defined as the ratio of (a) Adjusted EBITDA to (b) the sum of consolidated interest expense (other than interest paid-in-kind in respect of any Subordinated Debt), letter of credit fees, commitment fees, acquisition earn-out payments, distributions and scheduled amortization payments.

Maximum Total Leverage Ratio. Spark Energy, Inc. must maintain a ratio of total indebtedness (excluding the working capital facility and qualifying subordinated debt) to Adjusted EBITDA of a maximum of 2.50 to 1.00. The Senior Credit Facility contains various negative covenants that limit the Company's ability to, among other things, do any of the following:

- incur certain additional indebtedness;
- grant certain liens;
- engage in certain asset dispositions;
- merge or consolidate;
- make certain payments, distributions, investments, acquisitions or loans;
- enter into transactions with affiliates.

Spark Energy, Inc. is entitled to pay cash dividends to the holders of the Class A common stock and Spark HoldCo is entitled to make cash distributions to Retailco, LLC and NuDevco Retail, LLC so long as: (a) no default exists or would result from such a payment; (b) the Co-Borrowers are in pro forma compliance with all financial covenants before and after giving effect to such payment and (c) the outstanding amount of all loans and letters of credit does not exceed the borrowing base limits. Spark HoldCo's inability to satisfy certain financial covenants or the existence of an event of default, if not cured or waived, under the Senior Credit Facility could prevent the Company from paying dividends to holders of the Class A common stock.

The Senior Credit Facility contains certain customary representations and warranties and events of default. Events of default include, among other things, payment defaults, breaches of representations and warranties, covenant defaults, cross-defaults and cross-acceleration to certain indebtedness, change in control in which affiliates of W.

[Table of Contents](#)

Keith Maxwell III own less than 40% of the outstanding voting interests in the Company, certain events of bankruptcy, certain events under ERISA, material judgments in excess of \$5.0 million, certain events with respect to material contracts, actual or asserted failure of any guaranty or security document supporting the Senior Credit Facility to be in full force and effect and changes of control. If such an event of default were to occur, the lenders under the Senior Credit Facility would be entitled to take various actions, including the acceleration of amounts due under the facility and all actions permitted to be taken by a secured creditor.

Convertible Subordinated Notes to Affiliate

The Company from time to time issues subordinated debt to affiliates of Retailco, LLC, which owns a majority of the Company's outstanding common stock and is indirectly owned by W. Keith Maxwell III, who serves as the Chairman of the Board of Directors of the Company. The Company's Senior Credit Facility requires that at least 25% of permitted acquisitions thereunder be financed with either cash on hand or subordinated debt.

In connection with the financing of the CenStar acquisition, the Company issued a convertible subordinated note to RAC for \$2.1 million on July 8, 2015. The convertible subordinated note matures on July 8, 2020, and bears interest at 5% per annum payable semiannually. The Company has the right to pay interest in kind. The convertible subordinated note is convertible into shares of the Company's Class B common stock, par value \$0.01 per share (and a related unit of Spark HoldCo) at a conversion price of \$16.57. RAC may not exercise conversion rights for the first eighteen months that the convertible subordinated note is outstanding. The convertible subordinated note is subject to automatic conversion upon a sale of the Company. The convertible subordinated note is subordinated in certain respects to the Senior Credit Facility pursuant to a subordination agreement. The Company may pay interest and prepay principal so long as the Company is in compliance with its covenants; is not in default under the Senior Credit Facility and has minimum availability of \$5.0 million under its borrowing base under the

Senior Credit Facility. Shares of Class A common stock resulting from the conversion of the shares of Class B common stock issued as a result of the conversion right under the convertible subordinated note will be entitled to registration rights identical to the registration rights currently held by Retailco, LLC on shares of Class A common stock it receives upon conversion of its existing shares of Class B common stock.

In connection with the financing of the Oasis acquisition, the Company issued a convertible subordinated note to RAC for \$5.0 million on July 31, 2015. The convertible subordinated note matures on July 31, 2020 and bears interest at an annual rate of 5%. The Company has the right to pay-in-kind any interest at its option. The convertible subordinated note is convertible into shares of Class B common stock of the Company and related membership units in Spark HoldCo at a conversion rate of \$14.00 per share. The holder cannot exercise any conversion rights for the first eighteen months after the convertible subordinated note is issued. The convertible subordinated note is subordinated in certain respects to the Senior Credit Facility pursuant to the subordination agreement. Shares of Class A common stock resulting from the conversion of the shares of Class B common stock issued as a result of the conversion right under the convertible subordinated note are entitled to registration rights identical to the registration rights currently held by Retailco, LLC on shares of Class A common stock it receives upon conversion of its existing shares of Class B common stock.

Each of the convertible subordinated notes is subordinated in certain respects to the Senior Credit Facility pursuant to a subordination agreement. The Company may pay interest and prepay principal on the convertible subordinated notes so long as the Company is in compliance with its covenants; is not in default under the Senior Credit Facility and has minimum availability of \$5.0 million under its borrowing base under the Senior Credit Facility.

RAC, the holder of both the CenStar Note and the Oasis Note, is owned indirectly by W. Keith Maxwell III, who serves as the Chairman of the Board of Directors of the Company and who indirectly owns NuDevco Retail Holdings, which owns 77.51% of the Company's outstanding common stock.

Investment in eREX. In September 2015, the Company and Spark HoldCo, together with eREX Co., Ltd., a Japanese company, entered into an agreement ("eREX JV Agreement") to form a new joint venture eREX Spark Marketing Co., Ltd ("eREX Spark"). As part of this agreement, the Company contributed 39.2 million Japanese

[Table of Contents](#)

Yen, or \$0.3 million, for 20% ownership of eREX Spark. As certain conditions under the eREX JV Agreement are met, the Company is committed to make additional capital contributions totaling 117.2 million Japanese Yen, or \$1.0 million (based on exchange rates at December 31, 2015) through November 2016.

Summary of Contractual Obligations

The following table discloses aggregate information about our contractual obligations and commercial commitments as of December 31, 2015 (in millions):

	Total	2016	2017	2018	2019	2020	> 5 years
Operating leases ⁽¹⁾	\$ 2.9	\$ 1.4	\$ 0.8	\$ 0.5	\$ 0.2	\$ —	\$ —
Purchase obligations:							
Natural gas and electricity related purchase obligations ⁽²⁾	5.9	5.9	—	—	—	—	—
Pipeline transportation agreements	17.1	7.6	2.6	1.0	0.8	0.6	4.5
Other purchase obligations ⁽³⁾	1.3	1.3	—	—	—	—	—
Total purchase obligations	\$ 27.2	\$ 16.2	\$ 3.4	\$ 1.5	\$ 1.0	\$ 0.6	\$ 4.5
Convertible subordinated notes to affiliates	\$ 7.1	\$ —	\$ —	\$ —	\$ —	\$ 7.1	\$ —
Senior Credit Facility	42.4	27.8	14.6	—	—	—	—
Debt	\$ 49.5	\$ 27.8	\$ 14.6	\$ —	\$ —	\$ 7.1	\$ —

(1) Included in the total amount are future minimum payments for leases for services and equipment to support our operations and office rent.

(2) The amounts represent the notional value of natural gas and electricity related purchase contracts that are not accounted for as derivative financial instruments recorded at fair market value as the company has elected the normal purchase normal sale exception, and therefore are not recognized as liabilities on the combined and consolidated balance sheet.

(3) The amounts presented here include contracts for billing services and other software agreements.

Off-Balance Sheet Arrangements

As of December 31, 2015 we had no material off-balance sheet arrangements.

Related Party Transactions

For a discussion of related party transactions see Note 13 “Transactions with Affiliates” in the Company’s audited combined and consolidated financial statements.

Critical Accounting Policies and Estimates

Our significant accounting policies are described in Note 2 “Basis of Presentation and Summary of Significant Accounting Policies” to our audited combined and consolidated financial statements. We prepare our financial statements in conformity with accounting principles generally accepted in the United States of America and pursuant to the rules and regulations of the SEC, which require us to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying footnotes. Actual results could differ from those estimates. We consider the following policies to be the most critical in understanding the judgments that are involved in preparing our financial statements and the uncertainties that could impact our financial condition and results of operations.

Revenue Recognition

Our revenues are derived primarily from the sale of natural gas and electricity to retail customers. We also record revenues from sales of natural gas and electricity to wholesale counterparties, including affiliates. Revenues are recognized by using the following criteria:

(1) persuasive evidence of an exchange arrangement exists, (2) delivery has occurred or services have been rendered, (3) the buyer’s price is fixed or determinable and (4) collection is

reasonably assured. Utilizing these criteria, revenue is recognized when the natural gas or electricity is delivered. Similarly, cost of revenues is recognized when the commodity is delivered.

Revenues for natural gas and electricity sales are recognized upon delivery under the accrual method. Natural gas and electricity sales that have been delivered but not billed by period end are estimated. Accrued unbilled revenues are based on estimates of customer usage since the date of the last meter read provided by the utility. Volume estimates are based on forecasted volumes and estimated customer usage by class. Unbilled revenues are calculated by multiplying these volume estimates by the applicable rate by customer class. Estimated amounts are adjusted when actual usage is known and billed.

The cost of natural gas and electricity for sale to retail customers is based on estimated supply volumes for the applicable reporting period. In estimating supply volumes, we consider the effects of historical customer volumes, weather factors and usage by customer class. Transmission and distribution delivery fees, where applicable, are estimated using the same method used for sales to retail customers. In addition, other load related costs, such as ISO fees, ancillary services and renewable energy credits are estimated based on historical trends, estimated supply volumes and initial utility data. Volume estimates are then multiplied by the supply rate and recorded as retail cost of revenues in the applicable reporting period. Estimated amounts are adjusted when actual usage is known and billed.

Our asset optimization activities, which primarily include natural gas physical arbitrage and other short term storage and transportation opportunities, meet the definition of trading activities and are recorded on a net basis in the combined and consolidated statements of operations in net asset optimization revenues as required by the Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Topic 815, *Derivatives and Hedging*.

Accounts Receivable

We accrue an allowance for doubtful accounts based upon estimated uncollectible accounts receivable considering historical collections, accounts receivable aging analysis, credit risk and other factors. We write off accounts receivable balances against the allowance for doubtful accounts when the accounts receivable is deemed to be uncollectible.

We conduct business in many utility service markets where the local regulated utility is responsible for billing the customer, collecting payment from the customer and remitting payment to the Company (“POR programs”). This POR service results in substantially all of our credit risk being linked to the applicable utility in these territories, which generally has an investment-grade rating, and not to the end-use customer. We monitor the financial condition of each utility and currently believe that our susceptibility to an individually significant write-off as a result of concentrations of customer accounts receivable with those utilities is remote.

In markets that do not offer POR services or when we choose to directly bill our customers, certain accounts receivable are billed and collected by us. We bear the credit risk on these accounts and record an appropriate allowance for doubtful accounts to reflect any losses due to non-payment by customers. Our customers are individually insignificant and geographically dispersed in these markets. We write off customer balances when we believe that amounts are no longer collectible and when we have exhausted all means to collect these receivables.

Capitalized Customer Acquisition Costs

Capitalized customer acquisition costs consist primarily of hourly and commission based telemarketing costs, door-to-door agent commissions and other direct advertising costs associated with proven customer generation, and are capitalized and amortized over the estimated two-year average life of a customer in accordance with the provisions of FASB ASC 340-20, *Capitalized Advertising Costs*.

Recoverability of customer acquisition costs is evaluated based on a comparison of the carrying amount of the customer acquisition costs to the future net cash flows expected to be generated by the customers acquired, considering specific assumptions for customer attrition, per unit gross profit, and operating costs. These assumptions are based on forecasts and historical experience.

Accounting for Derivative and Hedging Activities

We use derivative instruments such as futures, swaps, forwards and options to manage the commodity price risks of our business operations.

All derivatives, other than those for which an exception applies, are recorded in the combined and consolidated balance sheets at fair value. Derivative instruments representing unrealized gains are reported as derivative assets while derivative instruments representing unrealized losses are reported as derivative liabilities. We have elected to offset amounts on the combined and consolidated balance sheets for recognized derivative instruments executed with the same counterparty under a master netting arrangement. One of the exceptions to fair value accounting, normal purchases and normal sales, has been elected by us for certain derivative instruments when the contract satisfies certain criteria, including a requirement that physical delivery of the underlying commodity is probable and is expected to be used in normal course of business. Retail revenues and retail cost of revenues resulting from deliveries of commodities under normal purchase contracts and normal sales contracts are included in earnings at the time of contract settlement.

To manage commodity price risk, we hold certain derivative instruments that are not held for trading purposes and are not designated as hedges for accounting purposes. However, to the extent we do not hold offsetting positions for such derivatives, we believe these instruments represent economic hedges that mitigate our exposure to fluctuations in commodity prices. As part of our strategy to optimize our assets and manage related commodity risks, we also manage a portfolio of commodity derivative instruments held for trading purposes. We use established policies and procedures to manage the risks associated with price fluctuations in these energy commodities and use derivative instruments to reduce risk by generally creating offsetting market positions.

Changes in the fair value of and amounts realized upon settlement of derivative instruments not held for trading purposes are recognized currently in earnings in retail revenues or retail costs of revenues, respectively.

Changes in the fair value of and amounts realized upon settlement of derivative instruments held for trading purposes are recognized currently in earnings in net asset optimization revenues.

We have historically designated a portion of our derivative instruments as cash flow hedges for accounting purposes. For all hedging transactions, we formally documented the hedging transaction and its risk management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk was assessed prospectively and retrospectively, and a description of the method used to measure ineffectiveness. We also formally assessed, both at the inception of the hedging transaction and on an ongoing basis, whether the derivatives used in hedging transactions were highly effective in offsetting changes in cash flows of hedged transactions. For derivative instruments that were designated and qualified as part of a cash flow hedging transaction, the effective portion of the gain or loss on the derivative was reported as a component of other comprehensive income and reclassified into earnings in the same period or periods during when the hedged transaction affected earnings. Gains and losses on the derivative representing either hedge ineffectiveness or hedge components excluded from the assessment of effectiveness were recognized in current earnings. Hedge accounting was discontinued prospectively for derivatives that ceased to be highly effective hedges or when the occurrence of the forecasted transaction was no longer probable.

Effective July 1, 2013, we elected to discontinue hedge accounting prospectively and began to record the changes in fair value recognized in the combined and consolidated statement of operations in the period of change. Because the underlying transactions were still probable of occurring, the related accumulated other comprehensive income was frozen and recognized in earnings as the underlying hedged item was delivered. As of December 31, 2015, 2014

and 2013, we had no gains or losses on derivatives that were designated as qualifying cash flow hedging transactions recorded as a component of accumulated other comprehensive income, as all previously deferred gains and losses on qualifying hedge transactions were reclassified into earnings during the year ended December 31, 2013 when the associated hedged transactions were recorded into earnings.

Goodwill

Goodwill represents the excess of cost over fair value of the assets of businesses acquired in accordance with FASB ASC Topic 350 *Intangibles-Goodwill and Other* ("ASC 350"). The goodwill on our consolidated balance sheet as of December 31, 2015 is associated with both our Retail Natural Gas and Retail Electricity reporting units. We determine our reporting units by identifying each unit that engaged in business activities from which it may earn revenues and incur expenses, had operating results regularly reviewed by the segment manager for purposes of resource allocation and performance assessment, and had discrete financial information.

Goodwill is assessed for impairment whenever events or circumstances indicate that impairment of the carrying value of goodwill is likely, but no less often than annually as of October 31, 2015. During the fourth quarter of 2015, we performed a qualitative assessment of goodwill in accordance with guidance from ASC 350, which permits an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test. If we fail the qualitative test, then we must compare our estimate of the fair value of a reporting unit with its carrying value, including goodwill. If the carrying value of the reporting unit exceeds its fair value, we perform the second step of the goodwill impairment test to measure the amount of goodwill impairment loss to be recorded, as necessary. The second step compares the implied fair value of the reporting unit's goodwill to the carrying value, if any, of that goodwill. We determine the implied fair value of the goodwill in the same manner as determining the amount of goodwill to be recognized in a business combination.

We completed our annual assessment of goodwill impairment during the fourth quarter of 2015, and the test indicated no impairment. The fair values of our retail electricity and retail natural gas reporting units at October 31, 2015 substantially exceeded the respective carrying values of our goodwill.

Recent Accounting Pronouncements

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. ASU 2014-09 will replace most existing revenue recognition guidance in GAAP when it becomes effective on January 1, 2017. Early application is not permitted. The standard permits the use of either the retrospective or cumulative effect transition method. In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date*, which deferred the effective date to periods beginning after December 15, 2017. Early adoption is permitted only as of annual reporting periods beginning after December 15, 2016. The Company will select a transition method and determine the effect of the standard on its ongoing financial reporting in 2016.

In August 2014, the FASB issued ASU No. 2014-15, *Presentation of Financial Statements - Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern* ("ASU 2014-15"). The new guidance clarifies management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosure. ASU 2014-15 is effective for annual periods ending after December 15, 2016 and for annual periods and interim periods thereafter. Early adoption is permitted. The Company will adopt ASU 2014-15 on January 1, 2016 and does not expect the adoption to have a material effect on the combined and consolidated financial statements.

In November 2014, the FASB issued ASU No. 2014-16, *Derivatives and Hedging* ("ASU 2014-16"), which clarifies how current GAAP should be interpreted in evaluating the economic characteristics and risks of a host contract in a hybrid financial instrument that is issued in the form of a share. The amendments in this Update are effective for

public business entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. Early adoption, including adoption in an interim period, is permitted. The Update does not change the current criteria in GAAP for determining when separation of certain embedded derivative features in a hybrid financial instrument is required. The Company will adopt ASU 2014-16 on January 1, 2016 and does not believe the adoption of this ASU to have a material impact on the combined and consolidated financial statements.

In February 2015, the FASB issued ASU No. 2015-02, *Consolidation (Topic 810)* ("ASU 2015-02"). The new guidance changes the analysis that a reporting entity must perform to determine whether it should consolidate certain types of legal entities. ASU 2015-02 is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted, including adoption at an interim period. The Company will adopt ASU 2015-02 on January 1, 2016. Upon adoption, we will continue to consolidate Spark HoldCo, but will consider Spark HoldCo to be a variable interest entity and provide additional disclosures in the footnotes of our combined and consolidated financial statements.

In April 2015, the FASB issued ASU No. 2015-03, *Interest - Imputation of Interest (Subtopic 835-30)* ("ASU 2015-03"). The new guidance requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted for financial statements that have not been previously issued. The Company will adopt ASU 2015-03 on January 1, 2016 and reclassify any unamortized debt issuance costs as a direct deduction from the carrying amount of those associated debt liabilities at that time.

In July 2015, the FASB issued ASU No. 2015-11, *Inventory (Topic 330): Simplifying the Measurement of Inventory* ("ASU 2015-11"). ASU 2015-11 amends existing guidance to require subsequent measurement of inventory at the lower of cost and net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. ASU 2015-11 is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2016. Earlier application is permitted as of the beginning of an interim or annual reporting period. The Company does not expect the adoption of ASU 2015-11 will have a material effect on the combined or consolidated financial statements.

In August 2015, the FASB issued ASU No. 2015-15, *Interest - Imputation of Interest (Subtopic 835-30): Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements* ("ASU 2015-15"). The amendment in ASU 2015-15 clarifies the presentation and subsequent measurement of debt issuance costs associated with lines of credit. The debt issuance cost associated with line-of-credit may be presented as an asset and amortized ratably over the term of the line of credit arrangement, regardless of whether there are outstanding borrowings on the arrangement. ASU 2015-15 is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted for financial statements that have not been previously issued. The Company will adopt ASU 2015-15 on January 1, 2016 in conjunction with ASU 2015-03 and does not expect the adoption of ASU 2015-15 will have a material effect on the combined or consolidated financial statements.

In September 2015, the FASB issued ASU No. 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments* ("ASU 2015-16"). ASU 2015-16 eliminates the requirement that the acquirer in a business combination account for measurement period adjustments retrospectively. Instead, the acquirer will recognize adjustments to provisional amounts identified within the measurement period in the reporting period in which those adjustments are determined. ASU 2015-16 is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. The guidance is to be applied prospectively for adjustments to provisional amounts that occur after the effective date. Early adoption is permitted for financial statements that have not been issued. The Company will adopt ASU 2015-16 on January 1, 2016 and does not expect the adoption of ASU 2015-15 will have a material effect on the combined or consolidated financial statements.

[Table of Contents](#)

In November 2015, the FASB issued ASU No. 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes* ("ASU 2015-17"). ASU 2015-17 eliminates the current requirement to present deferred tax assets and liabilities as current and noncurrent amounts in a classified balance sheet. The new guidance requires deferred tax assets and liabilities be classified as noncurrent in a classified balance sheet. The current requirement that deferred tax assets and liabilities be presented as a single amount remains unchanged. The amendments in this ASU are effective for annual reporting periods beginning after December 15, 2016, and interim periods within those annual periods. Earlier application is permitted as of the beginning of an interim or annual period. Additionally, the new guidance may be applied either prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. We have not yet selected an adoption method and are currently evaluating the impact of adopting this guidance on our consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* ("ASU 2016-02"). ASU 2016-02 amends existing accounting standard for lease accounting by requiring entities to include substantially all leases on the balance sheet by requiring the recognition of right-of-use assets and lease liabilities for all leases. Entities may elect to not recognize leases with a maximum possible term of less than 12 months. For lessees, a lease is classified as finance or operating and the asset and liability are initially measured at the present value of the lease payments. For lessors, accounting for leases is largely unchanged from previous guidance. ASU 2016-02 also requires qualitative disclosures along with certain specific quantitative disclosures for both lessees and lessors. The amendments in this ASU are effective for fiscal years beginning after December 15, 2018, with early adoption permitted, and is effective for interim periods in the year of adoption. The ASU should be applied using a modified retrospective approach, which requires lessees and lessors to recognize and measure leases at the beginning of the earliest period presented. We have not yet selected an adoption method and are currently evaluating the impact of adopting this guidance on our combined and consolidated financial statements.

Contingencies

In the ordinary course of business, we may become party to lawsuits, administrative proceedings and governmental investigations, including regulatory and other matters. As of December 31, 2015, management does not believe that any of our outstanding lawsuits, administrative proceedings or investigations could result in a material adverse effect.

Liabilities for loss contingencies arising from claims, assessments, litigation, fines, penalties and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated.

For a discussion of the status of current litigation and governmental investigations, see Note 12 "Commitments and Contingencies" in the Company's audited combined and consolidated financial statements.

Emerging Growth Company Status

We are an "emerging growth company" within the meaning of the federal securities laws. For as long as we are an emerging growth company, we will not be required to comply with certain requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, the reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and the exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. In addition, Section 107 of the JOBS Act provides that an emerging growth company can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards, but we have irrevocably opted out of the extended transition period and, as a result, we will adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for other public companies.

We intend to take advantage of these exemptions until we are no longer an emerging growth company. We will cease to be an "emerging growth company" upon the earliest of: (i) the last day of the fiscal year in which we have \$1.0 billion or more in annual revenues; (ii) the date on which we become a "large accelerated filer" (the fiscal

year-end on which the total market value of our common equity securities held by non-affiliates is \$700 million or more as of June 30); (iii) the date on which we issue more than \$1.0 billion of non-convertible debt over a three-year period; or (iv) the last day of the fiscal year following the fifth anniversary of the IPO.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risks relating to our operations result primarily from changes in commodity prices and interest rates, as well as counterparty credit risk. We employ established policies and procedures to manage our exposure to these risks.

Commodity Price Risk

We hedge and procure our energy requirements from various wholesale energy markets, including both physical and financial markets and through short and long term contracts. Our financial results are largely dependent on the margin we are able to realize between the wholesale purchase price of natural gas and electricity plus related costs and the retail sales price we charge our customers. We actively manage our commodity price risk by entering into various derivative or non-derivative instruments to hedge the variability in future cash flows from fixed-price forecasted sales and purchases of natural gas and electricity in connection with our retail energy operations. These instruments include forwards, futures, swaps, and option contracts traded on various exchanges, such as NYMEX and Intercontinental Exchange ("ICE") as well as over-the-counter markets. These contracts have varying terms and durations, which range from a few days to a few years, depending on the instrument. Our asset optimization group utilizes similar derivative contracts in connection with its trading activities to attempt to generate incremental gross margin by effecting transactions in markets where we have a retail presence. Generally, any of such instruments that are entered into to support our retail electricity and natural gas business are categorized as having been entered into for non-trading purposes, and instruments entered into for any other purpose are categorized as having been entered into for trading purposes. Our net gain on non-trading derivative instruments, net of cash settlements, was \$1.9 million for the year ended December 31, 2015.

We have adopted risk management policies to measure and limit market risk associated with our fixed-price portfolio and our hedging activities. For additional information regarding our commodity price risk and our risk management policies, see "Item 1A—Risk Factors".

We measure the commodity risk of our non-trading energy derivatives using a sensitivity analysis on our net open position. As of December 31, 2015, our Gas Non-Trading Fixed Price Open Position (hedges net of retail load) was a short position of 350,466 MMBtu. An increase in 10% in the market prices (NYMEX) from their December 31, 2015 levels would have decreased the fair market value of our net non-trading energy portfolio by \$0.1 million. Likewise, a decrease in 10% in the market prices (NYMEX) from their December 31, 2015 levels would have increased the fair market value of our non-trading energy derivatives by \$0.1 million. As of December 31, 2015, our Electricity Non-Trading Fixed Price Open Position (hedges net of retail load) was a short position of 223,482 MWs. An increase in 10% in the forward market prices from their December 31, 2015 levels would have decreased the fair market value of our net non-trading energy portfolio by \$0.9 million. Likewise, a decrease in 10% in the forward market prices from their December 31, 2015 levels would have increased the fair market value of our non-trading energy derivatives by \$0.9 million.

We measure the commodity risk of our trading energy derivatives using a sensitivity analysis on our net open position. As of December 31, 2015, we did not have a Gas Trading Fixed Price Open Position.

Credit Risk

In many of the utility services territories where we conduct business, POR programs have been established, whereby the local regulated utility offers services for billing the customer, collecting payment from the customer and remitting payment to us. This service results in substantially all of our credit risk being linked to the applicable utility and not to our end-use customer in these territories. Approximately 56%, 44% and 47% of our retail revenues were derived from territories in which substantially all of our credit risk was directly linked to local regulated utility companies as of December 31, 2015, 2014 and 2013, respectively, all of which had investment grade ratings as of

such date. During the same period, we paid these local regulated utilities a weighted average discount of approximately 1.4% , 1.0% and 1.0% of total revenues for customer credit risk, respectively. In certain of the POR markets in which we operate, the utilities limit their collections exposure by retaining the ability to transfer a delinquent account back to us for collection when collections are past due for a specified period. If our collection efforts are unsuccessful, we return the account to the local regulated utility for termination of service. Under these service programs, we are exposed to credit risk related to payment for services rendered during the time between when the customer is transferred to us by the local regulated utility and the time we return the customer to the utility for termination of service, which is generally one to two billing periods.

In non-POR markets (and in POR markets where we may choose to direct bill our customers), we manage customer credit risk through formal credit review in the case of commercial customers, and credit screening, deposits, disconnection for non-payment and collection efforts in the case of residential customers. Our bad debt expense for the year ended December 31, 2015 , 2014 and 2013 was approximately 5.0%, 5.7% and 1.8% of non-POR market retail revenues, respectively. Economic conditions may affect our customers' ability to pay bills in a timely manner, which could increase customer delinquencies and may lead to an increase in bad debt expense. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Drivers of our Business—Customer Credit Risk" for an analysis of our bad debt expense related to non-POR markets during 2015.

We are exposed to wholesale counterparty credit risk in our retail and asset optimization activities. We manage this risk at a counterparty level and secure our exposure with collateral or guarantees when needed. At December 31, 2015 and 2014 , approximately 77% and 50% of our total exposure of \$4.3 million and \$8.8 million, respectively, was either with an investment grade customer or otherwise secured with collateral. The credit worthiness of the remaining exposure with other customers was evaluated with no material allowance recorded at December 31, 2015 and 2014 .

Interest Rate Risk

We are exposed to fluctuations in interest rates under our variable-price debt obligations. At December 31, 2015 we were co-borrowers under the Senior Credit Facility, under which \$42.4 million of variable rate indebtedness was outstanding. Based on the average amount of our variable rate indebtedness outstanding during the year ended December 31, 2015 , a 1% percent increase in interest rates would have resulted in additional annual interest expense of approximately \$0.4 million. The Senior Credit Facility bears interest at a variable rate. We do not currently employ interest rate hedges, although we may choose to do so in the future.

Item 8. Financial Statements and Supplementary Data

[ITEM 8. FINANCIAL STATEMENTS](#)

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING	78
REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM	79
CONSOLIDATED BALANCE SHEETS AS OF DECEMBER 31, 2015 AND DECEMBER 31, 2014	80
COMBINED AND CONSOLIDATED STATEMENT OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS) FOR THE YEARS ENDED DECEMBER 31, 2015, 2014 AND 2013	81
COMBINED AND CONSOLIDATED STATEMENT OF CHANGES IN EQUITY FOR THE YEARS ENDED DECEMBER 31, 2015, 2014 AND 2013	82
COMBINED AND CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2015, 2014 AND 2013	84
NOTES TO THE COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS	85

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

It is the responsibility of the management of Spark Energy, Inc. to establish and maintain adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) promulgated under the Securities Exchange Act of 1934, as amended, as a process designed by, or under the supervision of, our principal executive and principal financial officers and effected by our board of directors, management, and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect our transactions and dispositions of the assets;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and the receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on our financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management has assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2015, utilizing the criteria in the Committee of Sponsoring Organizations of the Treadway Commission's *Internal Control-Integrated Framework (2013)* . Based on its assessment, our management concluded the Company's internal control over financial reporting was effective as of December 31, 2015.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders
Spark Energy, Inc.:

We have audited the accompanying consolidated balance sheets of Spark Energy, Inc. as of December 31, 2015 and 2014 , and the related combined and consolidated statements of operations and comprehensive (loss) income, changes in equity, and cash flows for each of the years in the three-year period ended December 31, 2015 . These combined and consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these combined and consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the combined and consolidated financial statements referred to above present fairly, in all material respects, the financial position of Spark Energy, Inc. as of December 31, 2015 and 2014 , and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2015 , in conformity with U.S. generally accepted accounting principles.

/s/ KPMG LLP
Houston, Texas
March 24, 2016

AUDITED COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS

SPARK ENERGY, INC.
CONSOLIDATED BALANCE SHEETS AS OF DECEMBER 31, 2015 AND DECEMBER 31, 2014 (in thousands)

	December 31, 2015	December 31, 2014
Assets		
Current assets:		
Cash and cash equivalents	\$ 4,474	\$ 4,359
Restricted cash	—	707
Accounts receivable, net of allowance for doubtful accounts of \$1.9 million and \$8.0 million as of December 31, 2015 and 2014, respectively	59,936	63,797
Accounts receivable — affiliates	1,840	1,231
Inventory	3,665	8,032
Fair value of derivative assets	605	216
Customer acquisition costs, net	13,389	12,369
Customer relationships, net	6,627	486
Prepaid assets (1)	700	1,236
Deposits	7,421	10,569
Other current assets	4,023	2,987
Total current assets	102,680	105,989
Property and equipment, net	4,476	4,221
Customer acquisition costs, net	3,808	2,976
Customer relationships, net	6,802	1,015
Deferred tax assets	23,380	24,047
Goodwill	18,379	—
Other assets	2,709	149
Total Assets	\$ 162,234	\$ 138,397
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 29,732	\$ 38,210
Accounts payable—affiliates	1,962	1,017
Accrued liabilities	12,245	7,195
Fair value of derivative liabilities	10,620	11,526
Current portion of Senior Credit Facility	27,806	33,000
Current deferred tax liability	853	—
Other current liabilities	1,823	1,868
Total current liabilities	85,041	92,816
Long-term liabilities:		
Fair value of derivative liabilities	618	478
Payable pursuant to tax receivable agreement—affiliates	20,713	20,767
Long-term portion of Senior Credit Facility	14,592	—
Convertible subordinated notes to affiliates	6,339	—
Other long-term liabilities	1,612	219
Total liabilities	128,915	114,280
Commitments and contingencies (Note 12)		
Stockholders' equity:		
Common Stock:		
Class A common stock, par value \$0.01 per share, 120,000,000 shares authorized, 3,118,623 issued and outstanding at December 31, 2015 and 3,000,000 issued and outstanding at December 31, 2014	31	30
Class B common stock, par value \$0.01 per share, 60,000,000 shares authorized, 10,750,000 issued and outstanding at December 31, 2015 and 2014	108	108
Preferred Stock:		
Preferred stock, par value \$0.01 per share, 20,000,000 shares authorized, zero issued and outstanding at December 31, 2015 and 2014	—	—
Additional paid-in capital	12,565	9,296
Retained deficit	(1,366)	(775)
Total stockholders' equity	11,338	8,659
Non-controlling interest in Spark HoldCo, LLC	21,981	15,458
Total equity	33,319	24,117
Total Liabilities and Stockholders' Equity	\$ 162,234	\$ 138,397

(1) Prepaid assets includes prepaid assets—affiliates of \$210 as of December 31, 2015. See Note 13 “Transactions with Affiliates” for further discussion.

The accompanying notes are an integral part of the combined and consolidated financial statements.

SPARK ENERGY, INC.
COMBINED AND CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS) FOR THE YEARS ENDED DECEMBER 31,
2015, 2014 and 2013
(in thousands, except per share data)

	Year Ended December 31,		
	2015	2014	2013
Revenues:			
Retail revenues ⁽¹⁾	\$ 356,659	\$ 320,558	\$ 316,776
Net asset optimization revenues ⁽²⁾	1,494	2,318	314
Total Revenues	358,153	322,876	317,090
Operating Expenses:			
Retail cost of revenues ⁽³⁾	241,188	258,616	233,026
General and administrative ⁽⁴⁾	61,682	45,880	35,020
Depreciation and amortization	25,378	22,221	16,215
Total Operating Expenses	328,248	326,717	284,261
Operating income (loss)	29,905	(3,841)	32,829
Other (expense)/income:			
Interest expense	(2,280)	(1,578)	(1,714)
Interest and other income	324	263	353
Total other expenses	(1,956)	(1,315)	(1,361)
Income (loss) before income tax expense	27,949	(5,156)	31,468
Income tax expense (benefit)	1,974	(891)	56
Net income (loss)	25,975	(4,265)	31,412
Less: Net income (loss) attributable to non-controlling interests	22,110	(4,211)	—
Net income (loss) attributable to Spark Energy, Inc. stockholders	\$ 3,865	\$ (54)	\$ 31,412
Other comprehensive income (loss):			
Deferred gain (loss) from cash flow hedges	—	—	2,620
Reclassification of deferred gain (loss) from cash flow hedges into net income (Note 8)	—	—	(84)
Comprehensive income (loss)	\$ 25,975	\$ (4,265)	\$ 33,948
Net income (loss) attributable to Spark Energy, Inc. per common share			
Basic	\$ 1.26	\$ (0.02)	
Diluted	\$ 1.06	\$ (0.02)	
Weighted average commons shares outstanding			
Basic	3,064	3,000	
Diluted	3,327	3,000	

(1) Retail revenues includes retail revenues—affiliates of \$0, \$2,170 and \$4,022 for the years ended December 31, 2015, 2014 and 2013, respectively.

(2) Net asset optimization revenues includes asset optimization revenues—affiliates of \$1,101, \$12,842 and \$14,940 for the years ended December 31, 2015, 2014 and 2013, respectively, and asset optimization revenues—affiliates cost of revenues of \$11,285, \$30,910 and \$15,928 for the years ended December 31, 2015, 2014 and 2013, respectively.

(3) Retail cost of revenues includes retail cost of revenues—affiliates of \$17, \$13 and \$55 for the years December 31, 2015, 2014 and 2013, respectively.

(4) General and administrative includes general and administrative expense—affiliates of \$0, less than \$100 and less than \$100 for the years ended December 31, 2015, 2014 and 2013, respectively.

The accompanying notes are an integral part of the combined and consolidated financial statements.

SPARK ENERGY, INC.
COMBINED AND CONSOLIDATED STATEMENT OF CHANGES IN EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2015 , 2014 and 2013

(in thousands)

	Member's Equity	Issued Shares of Class A Common Stock	Issued Shares of Class B Common Stock	Issued Shares of Preferred Stock	Class A Common Stock	Class B Common Stock	Accumulated Other Comprehensive Income	Additional Paid-In Capital	Retained Deficit	Total Stockholders' Equity	Non-controlling Interest	Total Equity
Balance at 12/31/2012:	\$ 63,838	—	—	—	\$ —	\$ —	\$ (2,536)	\$ —	\$ —	\$ —	\$ —	\$ 61,302
Capital contributions from member	12,400	—	—	—	—	—	—	—	—	—	—	12,400
Distributions to member	(71,737)	—	—	—	—	—	—	—	—	—	—	(71,737)
Net income	31,412	—	—	—	—	—	—	—	—	—	—	31,412
Deferred gain from cash flow hedges	—	—	—	—	—	—	2,620	—	—	—	—	2,620
Reclassification of deferred loss from cash flow hedges into net income	—	—	—	—	—	—	(84)	—	—	—	—	(84)
Balance at 12/31/2013:	\$ 35,913	—	—	—	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 35,913
Capital contributions from member and liabilities retained by affiliate	54,201	—	—	—	—	—	—	—	—	—	—	54,201
Distributions to member	(61,607)	—	—	—	—	—	—	—	—	—	—	(61,607)
Net loss prior to the IPO	(21)	—	—	—	—	—	—	—	—	—	—	(21)
Balance prior to Corporate Reorganization and the IPO:	28,486	—	—	—	—	—	—	—	—	—	—	28,486
<i>Reorganization Transaction:</i>												
Issuance of Class B common stock	(28,486)	—	10,750	—	—	108	—	28,378	—	28,486	—	—
<i>IPO Transactions:</i>												
IPO costs paid	—	—	—	—	—	—	—	(2,667)	—	(2,667)	—	(2,667)
Issuance of Class A Common Stock, net of underwriters discount	—	3,000	—	—	30	—	—	50,190	—	50,220	—	50,220
Distribution of IPO proceeds and payment of note payable to affiliate	—	—	—	—	—	—	—	(47,604)	—	(47,604)	—	(47,604)
Initial allocation of non-controlling interest of Spark Energy, Inc. effective on date of IPO	—	—	—	—	—	—	—	(22,232)	—	(22,232)	22,232	—
Tax benefit from tax receivable agreement	—	—	—	—	—	—	—	23,636	—	23,636	—	23,636
Liability due to tax receivable agreement	—	—	—	—	—	—	—	(20,915)	—	(20,915)	—	(20,915)
Balance at inception of public company (8/1/2014):	\$ —	3,000	10,750	—	\$ 30	\$ 108	\$ —	\$ 8,786	\$ —	\$ 8,924	\$ 22,232	\$ 31,156
Stock based compensation	—	—	—	—	—	—	—	510	—	510	—	510

Table of Contents

Consolidated net loss subsequent to the IPO	—	—	—	—	—	—	—	—	—	(54)	(54)	(4,190)	(4,244)								
Distributions paid to Class B non-controlling unit holders	—	—	—	—	—	—	—	—	—	—	—	(2,584)	(2,584)								
Dividends paid to Class A common shareholders	—	—	—	—	—	—	—	—	—	(721)	(721)	—	(721)								
Balance at 12/31/2014:	\$	—	3,000	10,750	—	\$	30	\$	108	\$	—	\$	9,296	\$	(775)	\$	8,659	\$	15,458	\$	24,117
Stock based compensation	—	—	—	—	—	—	—	—	—	2,165	—	2,165	—	2,165							
Restricted stock unit vesting	—	119	—	—	—	1	—	—	—	186	—	187	—	187							
Contribution from NuDevco	—	—	—	—	—	—	—	—	—	129	—	129	—	129							
Consolidated net income	—	—	—	—	—	—	—	—	—	—	3,865	3,865	22,110	25,975							
Beneficial conversion feature	—	—	—	—	—	—	—	—	—	789	—	789	—	789							
Distributions paid to Class B non-controlling unit holders	—	—	—	—	—	—	—	—	—	—	—	—	(15,587)	(15,587)							
Dividends paid to Class A common shareholders	—	—	—	—	—	—	—	—	—	—	(4,456)	(4,456)	—	(4,456)							
Balance at 12/31/2015:	\$	—	3,119	10,750	—	\$	31	\$	108	\$	—	\$	12,565	\$	(1,366)	\$	11,338	\$	21,981	\$	33,319

The accompanying notes are an integral part of the combined and consolidated financial statements.

SPARK ENERGY, INC.
COMBINED AND CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2015 , 2014 AND 2013
(in thousands)

	Year Ended December 31,		
	2015	2014	2013
Cash flows from operating activities:			
Net income (loss)	\$ 25,975	\$ (4,265)	\$ 31,412
Adjustments to reconcile net income (loss) to net cash flows provided by operating activities:			
Depreciation and amortization expense	25,378	22,221	16,215
Deferred income taxes	1,340	(1,064)	—
Stock based compensation	3,181	858	—
Amortization and write off of deferred financing costs	412	631	678
Bad debt expense	7,908	10,164	3,101
Loss (gain) on derivatives, net	18,497	14,535	(6,567)
Current period cash settlements on derivatives, net	(23,948)	3,479	(1,040)
Other	(1,320)	—	—
Changes in assets and liabilities:			
Decrease (increase) in restricted cash	707	(707)	—
Decrease (increase) in accounts receivable	7,876	(11,283)	6,338
(Increase) decrease in accounts receivable — affiliates	(608)	5,563	13,369
Decrease (increase) in inventory	4,544	(3,711)	(599)
Increase in customer acquisition costs	(19,869)	(26,191)	(8,257)
Decrease (increase) in prepaid and other current assets	10,845	(6,905)	(1,917)
(Increase) decrease in other assets	(1,101)	(90)	144
Increase in customer relationships and trademarks	(2,776)	(1,545)	—
(Decrease) increase in accounts payable and accrued liabilities	(13,307)	1,449	(7,879)
Increase in accounts payable — affiliates	944	1,017	—
(Decrease) increase in other current liabilities	(645)	1,867	(518)
Decrease in other non-current liabilities	1,898	(149)	—
Net cash provided by operating activities	45,931	5,874	44,480
Cash flows from investing activities:			
Acquisitions of CenStar and Oasis	(39,847)	—	—
Purchases of property and equipment	(1,766)	(3,040)	(1,481)
Contribution to equity method investment in eRex Spark	(330)	—	—
Net cash used in investing activities	(41,943)	(3,040)	(1,481)
Cash flows from financing activities:			
Borrowings on notes payable	59,224	78,500	80,000
Payments on notes payable	(49,826)	(44,000)	(62,500)
Issuance of convertible subordinated notes to affiliate	7,075	—	—
Restricted stock vesting	(432)	—	—
Contributions from NuDevco	129	—	—
Deferred financing costs	—	(402)	(532)
Member contribution (distributions), net	—	(36,406)	(59,337)
Proceeds from issuance of Class A common stock	—	50,220	—
Distributions of proceeds from IPO to affiliate	—	(47,554)	—
Payment of note payable to NuDevco	—	(50)	—
IPO costs	—	(2,667)	—
Payment of distributions to Class B non-controlling unit holders	(15,587)	(2,584)	—
Payment of dividends to Class A common shareholders	(4,456)	(721)	—
Net cash used in financing activities	(3,873)	(5,664)	(42,369)
Increase (decrease) in cash and cash equivalents	115	(2,830)	630
Cash and cash equivalents—beginning of period	4,359	7,189	6,559
Cash and cash equivalents—end of period	\$ 4,474	\$ 4,359	\$ 7,189

Supplemental Disclosure of Cash Flow Information:

Non-cash items:						
Issuance of Class B common stock	\$	—	\$	28,486	\$	—
Liabilities retained by affiliate	\$	—	\$	29,000	\$	—
Tax benefit from tax receivable agreement	\$	(64)	\$	23,636	\$	—
Liability due to tax receivable agreement	\$	(55)	\$	20,767	\$	—
Initial allocation of non-controlling interest	\$	—	\$	22,232	\$	—
Property and equipment purchase accrual	\$	45	\$	19	\$	—
CenStar Earnout accrual	\$	500	\$	—	\$	—
Cash paid during the period for:						
Interest	\$	1,661	\$	860	\$	879
Taxes	\$	216	\$	85	\$	195

The accompanying notes are an integral part of the combined and consolidated financial statements.

SPARK ENERGY, INC.

NOTES TO COMBINED AND CONSOLIDATED FINANCIAL STATEMENTS

1. Formation and Organization

Organization

Spark Energy, Inc. ("Spark Energy," the "Company," "we," or "us") is an independent retail energy services company that provides residential and commercial customers in competitive markets across the United States with an alternative choice for natural gas and electricity. The Company is a holding company whose sole material asset consists of units in Spark HoldCo, LLC ("Spark HoldCo"). Spark HoldCo owns all of the outstanding membership interests in each of Spark Energy, LLC ("SE"), Spark Energy Gas, LLC ("SEG"), Oasis Power Holdings, LLC ("Oasis") and CenStar Energy Corp. ("CenStar"), the operating subsidiaries through which the Company operates. The Company is the sole managing member of Spark HoldCo, is responsible for all operational, management and administrative decisions relating to Spark HoldCo's business and consolidates the financial results of Spark HoldCo and its subsidiaries.

The Company is a Delaware corporation formed on April 22, 2014 by Spark Energy Ventures, LLC ("Spark Energy Ventures") for the purpose of succeeding to Spark Energy Ventures' ownership in SE and SEG. Spark Energy Ventures, a single member limited liability company formed on October 8, 2007 under the Texas Limited Liability Company Act ("TLLCA"), is an affiliate of NuDevco Retail Holdings, LLC ("NuDevco Retail Holdings"), a single member Texas limited liability company formed by Spark Energy Ventures on May 19, 2014 under the Texas Business Organizations Code ("TBOC"). NuDevco Retail Holdings was formed by Spark Energy Ventures to hold its investment in Spark HoldCo, LLC, our subsidiary and the direct parent of SEG and SE. Retailco, LLC ("Retailco") succeeded to the interest of NuDevco Retail Holdings in 10,612,500 shares of our Class B common stock and an equal number of Spark HoldCo units pursuant to a series of transfers which occurred in January 2016. NuDevco Retail Holdings is currently a direct wholly owned subsidiary of Electric Holdco, LLC, which is indirectly wholly owned by W. Keith Maxwell III. NuDevco Retail Holdings formed NuDevco Retail, LLC ("NuDevco Retail" and, together with NuDevco Retail Holdings (or its successor in interest), "NuDevco"), a single member limited liability company, on May 29, 2014 and it holds a 1% interest in Spark HoldCo formerly held by NuDevco Retail Holdings (or its predecessor-in-interest).

Prior to the closing of the Company's initial public offering ("IPO") of 3,000,000 shares of Class A common stock, par value \$0.01 per share (the "Class A common stock"), representing a 21.82% interest in the Company, on August 1, 2014 (the "IPO"), Spark Energy Ventures contributed all of its interest in each of SE and SEG to NuDevco Retail Holdings. NuDevco Retail Holdings in turn contributed all of its interest in each of SE and SEG to Spark HoldCo. The contribution of the interests in SE and SEG to Spark HoldCo is not considered a business combination accounted for under the purchase method, as it was a transfer of assets and operations under common control, and accordingly, balances were transferred at their historical cost. The Company's historical combined financial statements prior to the IPO are prepared using SE's and SEG's historical basis in the assets and liabilities, and include all revenues, costs, assets and liabilities attributed to the retail natural gas and asset optimization and retail electricity businesses of SE and SEG.

SE is a licensed retail electric provider in multiple states. SE provides retail electricity services to end-use retail customers, ranging from residential and small commercial customers to large commercial and industrial users. SE was formed on February 5, 2002 under the Texas Revised Limited Partnership Act (as recodified by the TBOC) and was converted to a Texas limited liability company on May 21, 2014.

SEG is a retail natural gas provider and asset optimization business competitively serving residential, commercial and industrial customers in multiple states. SEG was formed on January 17, 2001 under the Texas Revised Limited Partnership Act (as recodified by the TBOC) and was converted to a Texas limited liability company on May 21, 2014.

[Table of Contents](#)

Oasis, through its operating subsidiary, Oasis Power LLC, is a retail energy provider formed on August 28, 2009 as a limited liability company under the TBOC. We acquired Oasis on July 31, 2015 from an affiliate. See Note 3 “Acquisitions” for further discussion.

CenStar is a retail energy provider incorporated on July 18, 2008 under the New York Business Corporation Law. We acquired CenStar on July 8, 2015. See Note 3 “Acquisitions” for further discussion.

Relationship with our Founder and Majority Shareholder

We entered into a Master Service Agreement effective January 1, 2016 with Retailco Services, LLC, which is wholly owned by W. Keith Maxwell III. See Note 17 “Subsequent Events” for further discussion.

Emerging Growth Company Status

As a company with less than \$1.0 billion in revenues during its last fiscal year, the Company qualifies as an “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. An emerging growth company may take advantage of specified reduced reporting and other regulatory requirements.

The Company will remain an “emerging growth company” for up to five years, or until the earliest of (i) the last day of the fiscal year in which the Company has \$1.0 billion or more in annual revenues; (ii) the date on which the Company becomes a “large accelerated filer” (the fiscal year-end on which the total market value of the Company’s common equity securities held by non-affiliates is \$700 million or more as of June 30); (iii) the date on which the Company issues more than \$1.0 billion of non-convertible debt over a three-year period; or (iv) the last day of the fiscal year following the fifth anniversary of the IPO.

As a result of the Company's election to avail itself of certain provisions of the JOBS Act, the information that the Company provides may be different than what you may receive from other public companies in which you hold an equity interest.

Initial Public Offering of Spark Energy, Inc.

On August 1, 2014, the Company completed the IPO of 3,000,000 shares of its Class A common stock for \$18.00 per share, representing a 21.82% voting interest in the Company.

Net proceeds from the IPO were \$47.6 million, after underwriting discounts and commissions, structuring fees and offering expenses. The net proceeds from the IPO were used to acquire units of Spark HoldCo (the “Spark HoldCo units”) representing approximately 21.82% of the outstanding Spark HoldCo units after the IPO from NuDevco Retail Holdings and to repay a promissory note from the Company in the principal amount of \$50,000 (the “NuDevco Note”). The Company did not retain any of the net proceeds from the IPO. The Company recorded \$2.7 million of previously deferred incremental costs directly attributable to the IPO as a reduction in equity at the IPO date, which were funded by the IPO proceeds.

The Company also issued 10,750,000 shares of Class B common stock, par value 0.01 per share (the “Class B common stock”) to Spark HoldCo, 10,612,500 of which Spark HoldCo distributed to NuDevco Retail Holdings, and 137,500 of which Spark HoldCo distributed to NuDevco Retail.

[Table of Contents](#)

At the consummation of the IPO, the Company's outstanding common stock is summarized in the table below:

	Shares of common stock	
	Number	Percent Voting Interest
Publicly held Class A common stock	3,000,000	21.82%
Class B common stock held by NuDevco	10,750,000	78.18%
Total	13,750,000	100.00%

Senior Credit Facility

Concurrently with the closing of the IPO, the Company entered into the Senior Credit Facility, which was amended and restated on July 8, 2015. See Note 6 “Debt” for further discussion.

Exchange and Registration Rights

NuDevco has the right to exchange (the “Exchange Right”) all or a portion of its Spark HoldCo units (together with a corresponding number of shares of Class B common stock) for Class A common stock (or cash at Spark Energy, Inc.’s or Spark HoldCo’s election (the “Cash Option”)) at an exchange ratio of one share of Class A common stock for each Spark HoldCo unit (and corresponding share of Class B common stock) exchanged. In addition, NuDevco has the right, under certain circumstances, to cause the Company to register the offer and resale of NuDevco's shares of Class A common stock obtained pursuant to the Exchange Right.

Tax Receivable Agreement

Concurrently with the closing of the IPO, the Company entered into a Tax Receivable Agreement with Spark HoldCo, NuDevco Retail Holdings and NuDevco Retail. Retailco, LLC became a party to this agreement in connection with the transfer by NuDevco Retail Holdings of its 10,612,500 shares of our Class B common stock and a corresponding number of Spark HoldCo units to Retailco, LLC in January 2016. See Note 13 “Transactions with Affiliates” for further discussion.

Other Transactions in Connection with the Consummation of the IPO

In connection with the IPO the following restructuring transactions occurred:

- SEG and SE were converted from limited partnerships into limited liability companies;
- SEG, SE and an affiliate entered into an interborrower agreement, pursuant to which such affiliate agreed to be solely responsible for \$29.0 million of the outstanding indebtedness. SE and SEG repaid their outstanding indebtedness of \$10.0 million and borrowed \$10.0 million under the Company's Senior Credit Facility,
- NuDevco Retail Holdings contributed all of its interests in SEG and SE to Spark HoldCo in exchange for all of the outstanding units of Spark HoldCo and transferred 1% of those Spark HoldCo units to NuDevco Retail;
- NuDevco Retail Holdings transferred Spark HoldCo units to the Company for the \$50,000 NuDevco Note and the limited liability company agreement of Spark HoldCo was amended and restated to admit the Company as its sole managing member.

Following the IPO, the Company purchased 2,997,222 Spark HoldCo units from NuDevco Retail Holdings and repaid the NuDevco Note. The 2,997,222 Spark HoldCo units we purchased with the proceeds from the IPO, together with the 2,778 Spark HoldCo units we purchased in exchange for the NuDevco Note prior to the IPO, represent a 21.82% ownership interest in Spark HoldCo. After giving effect to these transactions and the IPO, the

[Table of Contents](#)

Company owned an approximate 21.82% interest in Spark HoldCo. NuDevco Retail Holdings owned an approximate 77.18% interest in Spark HoldCo and 10,612,500 shares of Class B common stock, and NuDevco Retail owns a 1% interest in Spark HoldCo and 137,500 shares of Class B common stock.

Each share of Class B common stock, all of which is held by NuDevco, has no economic rights but entitles its holder to one vote on all matters to be voted on by shareholders generally. Holders of Class A common stock and Class B common stock vote together as a single class on all matters presented to our shareholders for their vote or approval, except as otherwise required by applicable law or by our certificate of incorporation.

2. Basis of Presentation and Summary of Significant Accounting Policies

The accompanying combined and consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) and pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”). All significant intercompany transactions and balances have been eliminated in the combined and consolidated financial statements.

The accompanying combined and consolidated financial statements have been prepared in accordance with Regulation S-X, Article 3, *General Instructions as to Financial Statements and Staff Accounting Bulletin (“SAB”) Topic 1-B, Allocations of Expenses and Related Disclosures in Financial Statements of Subsidiaries, Divisions or Lesser Business Components of Another Entity* on a stand-alone basis and are derived from SE’s and SEG’s historical basis in the assets and liabilities before the IPO and Spark Energy Inc.’s financial results after the IPO, and include all revenues, costs, assets and liabilities attributable to the retail natural gas and asset optimization and retail electricity businesses of SE and SEG for the periods prior to the IPO that are specifically identifiable or have been allocated to the Company. Management has made certain assumptions and estimates in order to allocate a reasonable share of expenses to the Company, such that the Company’s combined and consolidated financial statements reflect substantially all of its costs of doing business.

Transactions with Affiliates

The Company enters into transactions with and pays certain costs on behalf of affiliates that are commonly controlled by W. Keith Maxwell III, and these affiliates enter into transactions with and pay certain costs on our behalf, in order to reduce risk, reduce administrative expense, create economies of scale, create strategic alliances and supply goods and services among these related parties.

These transactions include, but are not limited to, certain services to the affiliated companies associated with the Company’s debt facility prior to the IPO, employee benefits provided through the Company’s benefit plans, insurance plans, leased office space, administrative salaries for management due diligence work, recurring management consulting, and accounting, tax, legal, or technology services based on services provided, departmental usage, or headcount, which are considered reasonable by management. As such, the accompanying combined and consolidated financial statements include costs that have been incurred by the Company and then directly billed or allocated to affiliates, and costs that have been incurred by our affiliates and then directly billed or allocated to us, and are recorded net in general and administrative expense on the combined and consolidated statements of operations with a corresponding accounts receivable—affiliates or accounts payable—affiliates, respectively, recorded in the combined and consolidated balance sheets. Additionally, the Company enters into transactions with certain affiliates for sales or purchases of natural gas and electricity, which are recorded in retail revenues, retail cost of revenues, and net asset optimization revenues in the combined and consolidated statements of operations with a corresponding accounts receivable—affiliate or accounts payable—affiliate in the combined and consolidated balance sheets. The allocations and related estimates and assumptions are described more fully in Note 13 “Transactions with Affiliates.”

These costs are not necessarily indicative of the cost that the Company would have incurred had it operated as an independent stand-alone entity prior to the IPO. Affiliates also relied upon Spark Energy Ventures as a participant in the credit facility for periods prior to the IPO as described more fully in Note 6 “Debt.” As such, the Company’s

combined and consolidated financial statements do not fully reflect what the Company's financial position, results of operations and cash flows would have been had the Company operated as an independent stand-alone company prior to the IPO. As a result, historical financial information prior to the IPO is not necessarily indicative of what the Company's results of operations, financial position and cash flows will be in the future. The Company's combined and consolidated financial statements are presented on a consolidated basis and include all wholly-owned and controlled subsidiaries.

Cash and Cash Equivalents

Cash and cash equivalents consist of all unrestricted demand deposits and funds invested in highly liquid instruments with original maturities of three months or less. The Company periodically assesses the financial condition of the institutions where these funds are held and believes that its credit risk is minimal with respect to these institutions.

Restricted Cash

Restricted cash consists of cash that has been placed in escrow for a contractually designated future use. There was no restricted cash as of December 31, 2015. As of December 31, 2014, the Company had \$0.7 million in restricted cash related to future required payments for customer acquisitions as described in more detail in Note 15 "Customer Acquisitions." The restricted cash was classified as current as the payments for these customers was made in the first quarter of 2015.

Accounts Receivable

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. Accounts receivable in the combined and consolidated balance sheets are net of allowance for doubtful accounts of \$1.9 million and \$8.0 million as of December 31, 2015 and 2014, respectively.

The Company accrues an allowance for doubtful accounts based upon estimated uncollectible accounts receivable considering historical collections, accounts receivable aging analysis, credit risk and other factors. The Company writes off accounts receivable balances against the allowance for doubtful accounts when the accounts receivable is deemed to be uncollectible. Bad debt expense of \$7.9 million, \$10.2 million and \$3.1 million was recorded in general and administrative expense in the combined and consolidated statements of operations for the years ended December 31, 2015, 2014 and 2013, respectively.

The Company conducts business in many utility service markets where the local regulated utility is responsible for billing the customer, collecting payment from the customer and remitting payment to the Company ("POR programs"). This POR service results in substantially all of the Company's credit risk being linked to the applicable utility, which generally has an investment-grade rating, and not to the end-use customer. The Company monitors the financial condition of each utility and currently believes that its susceptibility to an individually significant write-off as a result of concentrations of customer accounts receivable with those utilities is remote. Trade accounts receivable that are part of a local regulated utility's POR program are recorded on a gross basis in accounts receivable in the combined and consolidated balance sheets. The discount paid to the local regulated utilities is recorded in general and administrative expense in the combined and consolidated statements of operations.

In markets that do not offer POR services or when the Company chooses to directly bill its customers, certain receivables are billed and collected by the Company. The Company bears the credit risk on these accounts and records an appropriate allowance for doubtful accounts to reflect any losses due to non-payment by customers. The Company's customers are individually insignificant and geographically dispersed in these markets. The Company writes off customer balances when it believes that amounts are no longer collectible and when it has exhausted all means to collect these receivables.

Inventory

Inventory consists of natural gas used to fulfill and manage seasonality for fixed and variable-price retail customer load requirements and is valued at the lower of weighted average cost or market. Purchased natural gas costs are recognized in the combined and consolidated statements of operations, within retail cost of revenues, when the natural gas is sold and delivered out of the storage facility. There were no inventory impairments recorded for the years ended December 31, 2015, 2014 and 2013. When natural gas is sold costs are recognized in the combined and consolidated statements of operations, within retail cost of revenues, at the weighted average cost value at the time of the sale.

Customer Acquisition Costs

The Company has retail natural gas and electricity customer acquisition costs, net of \$13.4 million and \$12.4 million recorded in current assets and \$3.8 million and \$3.0 million recorded in noncurrent assets representing direct response advertising costs as of December 31, 2015 and 2014, respectively. Customer acquisition costs is spending for organic customer acquisitions and does not include customer acquisitions through merger and acquisition activities, which are recorded as customer relationships. Amortization of customer acquisition costs, recorded in depreciation and amortization in the combined and consolidated statements of operations, was \$18.0 million, \$18.5 million and \$10.1 million for the years ended December 31, 2015, 2014 and 2013, respectively. Capitalized direct response advertising costs consist primarily of hourly and commission based telemarketing costs, door-to-door agent commissions and other direct advertising costs associated with proven customer generation, and are capitalized and amortized over the estimated two -year average life of a customer in accordance with the provisions of FASB ASC 340-20, *Capitalized Advertising Costs*.

Recoverability of customer acquisition costs is evaluated based on a comparison of the carrying amount of the customer acquisition costs to the future net cash flows expected to be generated by the customers acquired, considering specific assumptions for customer attrition, per unit gross profit, and operating costs. These assumptions are based on forecasts and historical experience.

Based on the analysis described above, for the year ended December 31, 2014, the Company recorded accelerated amortization of such costs of \$6.5 million associated with capitalized customer acquisition costs in California and \$0.2 million associated with capitalized customer acquisition costs in Massachusetts. This accelerated amortization expense was included in "depreciation and amortization" on the combined and consolidated statement of operations. There were no such accelerated amortization charges recorded for the years ended December 31, 2015 or 2013.

Customer Relationships

Customer acquisitions through direct acquisitions of customer contracts or recorded as part of the acquisition method in accordance with FASB ASC Topic 805, *Business Combinations* ("ASC 805") are recorded as customer relationships and represent customer contract acquisitions not acquired through the direct response advertising discussed above at "*Customer Acquisition Costs*." The Company has recorded \$6.6 million and \$0.5 million, net of amortization, as current assets as of December 31, 2015 and 2014, respectively, and \$6.8 million and \$1.0 million, net of amortization, as non-current assets as of December 31, 2015 and 2014, respectively, related to these intangible assets. These intangibles are amortized over the estimated average life of the related customer contracts acquired, which ranges from a straight-line basis over three years to an accelerated basis over four years. Amortization expense was \$5.7 million and less than \$0.1 million for the years ended December 31, 2015 and 2014, respectively. We recorded no amortization expense for the year ended December 31, 2013.

We review customer relationships for impairment whenever events or changes in business circumstances indicate the carrying value of the intangible assets may not be recoverable. Impairment is indicated when the undiscounted cash flows estimated to be generated by the intangible assets are less than their respective carrying value. If an

impairment exists, a loss would be recognized for the difference between the fair value and carrying value of the intangible assets.

No impairments of customer relationships were recorded for the years ended December 31, 2015 , 2014 and 2013 .

Trademarks

Trademarks recorded as part of the acquisition method in accordance with ASC 805 represent the value associated with the recognition and positive reputation of an acquired company to its target markets. This value would otherwise have to be internally developed through significant time and expense or by paying a third party for its use. The Company has recorded \$1.2 million , net of amortization, as non-current assets as of December 31, 2015 related to these trademarks. These intangibles are amortized over the estimated ten -year average life of the trademarks on a straight-line basis. Amortization expense was \$0.1 million for the year ended December 31, 2015. We recorded no amortization expense for the years ended December 31, 2014 and 2013.

We review trademarks for impairment whenever events or changes in business circumstances indicate the carrying value of the intangible assets may not be recoverable. Impairment is indicated when the undiscounted cash flows estimated to be generated by the intangible assets are less than their respective carrying value. If an impairment exists, a loss would be recognized for the difference between the fair value and carrying value of the intangible assets.

No impairments of trademarks were recorded for the years ended December 31, 2015 , 2014 and 2013 .

Deferred Financing Costs

Costs incurred in connection with the issuance of long-term debt are capitalized and amortized to interest expense using the straight-line method over the life of the related long-term debt due to the variable nature of the Company's long-term debt.

Property and Equipment

The Company records property and equipment at historical cost. Depreciation expense is recorded on a straight-line method based on estimated useful lives. When assets are placed into service, management makes estimates with respect to useful lives and salvage values of the assets.

When items of property and equipment are sold or otherwise disposed of, any gain or loss is recorded in the combined and consolidated statements of operations.

The Company capitalizes costs associated with internal-use software projects in accordance with FASB ASC Topic 350-40, *Internal-Use Software* . Capitalized costs are the costs incurred during the application development stage of the internal-use software project such as software configuration, coding, installation of hardware and testing. Costs incurred during the preliminary or post-implementation stage of the internal-use software project are expensed in the period incurred. These types of costs include formulation of ideas and alternatives, training and application maintenance. After internal-use software projects are completed, the associated capitalized costs are depreciated over the estimated useful life of the related asset. Interest costs incurred while developing internal-use software projects are capitalized in accordance with FASB ASC Topic 835-20, *Capitalization of Interest* . Capitalized interest costs for the years ended December 31, 2015 , 2014 and 2013 were not material.

Goodwill

Goodwill represents the excess of cost over fair value of the assets of businesses acquired in accordance with FASB ASC Topic 350 *Intangibles-Goodwill and Other* ("ASC 350"). The goodwill on our consolidated balance sheet as of December 31, 2015 is associated with both our Retail Natural Gas and Retail Electricity reporting units. We determine

our reporting units by identifying each unit that engaged in business activities from which it may earn revenues and incur expenses, had operating results regularly reviewed by the segment manager for purposes of resource allocation and performance assessment, and had discrete financial information.

Goodwill is assessed for impairment whenever events or circumstances indicate that impairment of the carrying value of goodwill is likely, but no less often than annually as of October 31, 2015. During the fourth quarter of 2015, we performed a qualitative assessment of goodwill in accordance with guidance from ASC 350, which permits an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test. If we fail the qualitative test, then we must compare our estimate of the fair value of a reporting unit with its carrying value, including goodwill. If the carrying value of the reporting unit exceeds its fair value, we perform the second step of the goodwill impairment test to measure the amount of goodwill impairment loss to be recorded, as necessary. The second step compares the implied fair value of the reporting unit's goodwill to the carrying value, if any, of that goodwill. We determine the implied fair value of the goodwill in the same manner as determining the amount of goodwill to be recognized in a business combination.

We completed our annual assessment of goodwill impairment during the fourth quarter of 2015, and the test indicated no impairment.

Equity Method Investment

The Company accounts for investments in unconsolidated entities using the equity method of accounting, as prescribed in FASB ASC Topic 323-10, *Investments-Equity Method and Joint Venture*, if the investment gives us the ability to exercise significant influence over, but not control, of an investee. Significant influence generally exists if we have an ownership interest representing between 20% and 50% of the voting stock of the investee. Under the equity method of accounting, investments are stated at initial cost and are adjusted for subsequent additional investments and our proportionate share of earnings or losses and distributions. Such investment is presented on the consolidated balance sheet under "Other assets" and our share of their income as "Interest and other income" on the combined and consolidated statements of operations. See Note 16 "Equity Method Investment" for further discussion.

Segment Reporting

The FASB ASC Topic 280, *Segment Reporting*, established standards for entities to report information about the operating segments and geographic areas in which they operate. The Company operates two segments, retail natural gas and retail electricity, and all of its operations are located in the United States.

Revenues and Cost of Revenues

The Company's revenues are derived primarily from the sale of natural gas and electricity to retail customers. The company also records revenue from sales of natural gas and electricity to wholesale counterparties, including affiliates. Revenues are recognized by the Company using the following criteria: (1) persuasive evidence of an exchange arrangement exists, (2) delivery has occurred or services have been rendered, (3) the buyer's price is fixed or determinable and (4) collection is reasonably assured. Utilizing these criteria, revenue is recognized when the natural gas or electricity is delivered. Similarly, cost of revenues is recognized when the commodity is delivered.

Revenues for natural gas and electricity sales are recognized upon delivery under the accrual method. Natural gas and electricity sales that have been delivered but not billed by period end are estimated. Accrued unbilled revenues are based on estimates of customer usage since the date of the last meter read provided by the utility. Volume estimates are based on forecasted volumes and estimated customer usage by class. Unbilled revenues are calculated by multiplying these volume estimates by the applicable rate by customer class. Estimated amounts are adjusted when actual usage is known and billed.

[Table of Contents](#)

The Company records gross receipts taxes on a gross basis in retail revenues and retail cost of revenues. During the years ended December 31, 2015, 2014 and 2013, the Company's retail revenues and retail cost of revenues included gross receipts taxes of \$3.0 million, \$3.0 million and \$3.5 million, respectively.

Costs for natural gas and electricity sales are recognized as the commodity is delivered to the customer under the accrual method. Natural gas and electricity costs that have not been billed to the Company by suppliers but have been incurred by period end are estimated. The Company estimates volumes for natural gas and electricity delivered based on the forecasted revenue volumes, estimated transportation cost volumes and estimation of other costs associated with retail load which varies by commodity utility territory. These costs include items like ISO fees, ancillary services and renewable energy credits. Estimated amounts are adjusted when actual usage is known and billed.

The Company's asset optimization activities, which primarily include natural gas physical arbitrage and other short term storage and transportation opportunities, meet the definition of trading activities and are recorded on a net basis in the combined and consolidated statements of operations in net asset optimization revenues pursuant to FASB ASC Topic 815, *Derivatives and Hedging*. The Company recorded asset optimization revenues, primarily related to physical sales or purchases of commodities, of \$154.1 million, \$284.6 million and \$192.4 million for the years ended December 31, 2015, 2014 and 2013, respectively, and recorded asset optimization costs of revenues of \$152.6 million, \$282.3 million and \$192.1 million for the years ended December 31, 2015, 2014 and 2013, respectively, which are presented on a net basis in asset optimization revenues.

Natural Gas Imbalances

The combined and consolidated balance sheets include natural gas imbalance receivables and payables, which primarily results when customers consume more or less gas than has been delivered by the Company to local distribution companies ("LDCs"). The settlement of natural gas imbalances varies by LDC, but typically the natural gas imbalances are settled in cash or in kind on a monthly, quarterly, semi-annual or annual basis. The imbalances are valued at an estimated net realizable value. The Company recorded an imbalance receivable of \$0.7 million and \$1.4 million recorded in other current assets on the consolidated balance sheets as of December 31, 2015 and 2014, respectively. The Company recorded an imbalance payable of \$0.3 million and \$0.6 million recorded in other current liabilities on the combined and consolidated balance sheets as of December 31, 2015 and 2014, respectively.

Fair Value

FASB ASC Topic 820, *Fair Value Measurement*, established a single authoritative definition of fair value, set out a framework for measuring fair value, and requires disclosures about fair value measurements. The standard clarifies that fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. The standard utilizes a fair value hierarchy that prioritizes the inputs to the valuation techniques used to measure fair value into three broad levels based on quoted prices in active market, observable market prices, and unobservable market prices.

When the Company is required to measure fair value, and there is not a quoted or observable market price for a similar asset or liability, the Company utilizes the cost, income, or market valuation approach depending on the quality of information available to support management's assumptions.

Derivative Instruments

The Company uses derivative instruments such as futures, swaps, forwards and options to manage the commodity price risks of its business operations.

All derivatives, other than those for which an exception applies, are recorded in the consolidated balance sheets at fair value. Derivative instruments representing unrealized gains are reported as derivative assets while derivative instruments representing unrealized losses are reported as derivative liabilities. The Company has elected to offset

amounts in the consolidated balance sheets for derivative instruments executed with the same counterparty under a master netting arrangement. One of the exceptions to fair value accounting, normal purchases and normal sales, has been elected by the Company for certain derivative instruments when the contract satisfies certain criteria, including a requirement that physical delivery of the underlying commodity is probable and is expected to be used in normal course of business. Retail revenues and retail cost of revenues resulting from deliveries of commodities under normal purchase contracts and normal sales contracts are included in earnings at the time of contract settlement.

To manage commodity price risk, the Company holds certain derivative instruments that are not held for trading purposes and are not designated as hedges for accounting purposes. However, to the extent the Company does not hold offsetting positions for such derivatives, they believe these instruments represent economic hedges that mitigate their exposure to fluctuations in commodity prices. As part of the Company's strategy to optimize its assets and manage related commodity risks, it also manages a portfolio of commodity derivative instruments held for trading purposes. The Company uses established policies and procedures to manage the risks associated with price fluctuations in these energy commodities and uses derivative instruments to reduce risk by generally creating offsetting market positions.

Changes in the fair value of and amounts realized upon settlement of derivative instruments not held for trading purposes are recognized currently in earnings in retail revenues or retail costs of revenues.

Changes in the fair value of and amounts realized upon settlement of derivative instruments held for trading purposes are recognized currently in earnings in net asset optimization revenues.

The Company has historically designated a portion of our derivative instruments as cash flow hedges for accounting purposes. For all hedging transactions, the Company formally documented the hedging transaction and its risk management objective and strategy for undertaking the hedge, the hedging instrument, the nature of the risk being hedged, how the hedging instrument's effectiveness in offsetting the hedged risk was assessed prospectively and retrospectively, and a description of the method used to measure ineffectiveness. The Company also formally assessed, both at the inception of the hedging transaction and on an ongoing basis, whether the derivatives used in hedging transactions were highly effective in offsetting changes in cash flows of hedged transactions. For derivative instruments that were designated and qualified as part of a cash flow hedging transaction, the effective portion of the gain or loss on the derivative was reported as a component of other comprehensive income and reclassified into earnings in the same period or periods during when the hedged transaction affected earnings. Gains and losses on the derivative representing either hedge ineffectiveness or hedge components excluded from the assessment of effectiveness were recognized in current earnings. Hedge accounting was discontinued prospectively for derivatives that ceased to be highly effective hedges or when the occurrence of the forecasted transaction was no longer probable.

Effective July 1, 2013, the Company elected to discontinue hedge accounting prospectively and began to record the changes in fair value recognized in the combined and consolidated statement of operations in the period of change. Because the underlying transactions were still probable of occurring, the related accumulated OCI was frozen and recognized in earnings as the underlying hedged item was delivered. As of December 31, 2015 and 2014, the Company has no gains or losses on derivatives that were designated as qualifying cash flow hedging transactions recorded as a component of accumulated OCI, as all previously deferred gains and losses on qualifying hedge transactions were reclassified into earnings during the year ended December 31, 2013 when the associated hedged transactions were recorded into earnings.

Income Taxes

The Company recognizes the amount of taxes payable or refundable for the year. In addition, the Company follows the asset and liability method of accounting for income taxes where deferred tax assets and liabilities are recognized for the expected future tax consequences of events that have been recognized in the financial statements or tax returns and operating loss carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in those years in which those temporary differences are expected to be

[Table of Contents](#)

recovered or settled. The effect on deferred tax assets and liabilities of a change in the tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is provided for deferred tax assets if it is more likely than not that these items will not be realized.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the projected future taxable income and tax planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, management believes it is more likely than not that we will realize the benefits of these deductible differences.

The Company recognizes interest and penalties related to unrecognized tax benefits within the provision for income taxes on continuing operations in our consolidated statements of operations.

Earnings per Share

Basic earnings per share (“EPS”) is computed by dividing net income attributable to shareholders (the numerator) by the weighted-average number of Class A common shares outstanding for the period (the denominator). Class B common shares are not included in the calculation of basic earnings per share because they have no economic interest in the Company. Diluted earnings per share is similarly calculated except that the denominator is increased (1) using the treasury stock method to determine the potential dilutive effect of the Company’s outstanding unvested restricted stock units and (2) using the if-converted method to determine the potential dilutive effect of the Company’s Class B common stock and (3) using if-converted method to determine the potential dilutive effect of the outstanding convertible subordinated notes into the Company’s Class B common stock. The Company has omitted earnings per share prior to the IPO because the Company operated under a sole member equity structure for those periods.

Non-controlling Interest

As a result of the IPO, the Company acquired a 21.82% economic interest in Spark HoldCo, and is the sole managing member in Spark HoldCo, with NuDevco retaining a 78.18% economic interest in Spark HoldCo at the IPO date. As a result, the Company has consolidated the financial position and results of operations of Spark HoldCo and reflected the economic interest retained by NuDevco as a non-controlling interest.

Subsequent to the IPO through December 31, 2015, the Company and NuDevco owned the following economic interests in Spark HoldCo:

	The Company	NuDevco
From the IPO to May 4, 2015	21.82%	78.18%
From May 5, 2015 to December 30, 2015	22.37%	77.63%
On December 31, 2015	22.49%	77.51%

The Company's economic interests in Spark HoldCo increased on May 5, 2015 and again on December 31, 2015 due to the vesting of restricted stock units. See Note 10 “Stock-Based Compensation” for further discussion.

Net income attributable to non-controlling interest for the years ended December 31, 2015 and 2014 represents the net income attributable to NuDevco prior to the IPO and NuDevco’s retained interest subsequent to the IPO. The weighted average ownership percentages for the applicable reporting period are used to allocate income (loss) before income taxes to the non-controlling interest and the Company, which is then adjusted by the amount of income tax expense (benefit) attributable to each economic interest owner.

Commitments and Contingencies

The Company enters into various firm purchase and sale commitments for natural gas, storage, transportation, and electricity that do not meet the definition of a derivative instrument or for which the Company has elected the normal purchase or normal sales exception. Management does not anticipate that such commitments will result in any significant gains or losses based on current market conditions.

Liabilities for loss contingencies arising from claims, assessments, litigation, fines, penalties and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. Legal costs incurred in connection with loss contingencies are expensed as incurred.

Use of Estimates and Assumptions

The preparation of the Company's combined and consolidated financial statements requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the period. Actual results could materially differ from those estimates. Significant items subject to such estimates by the Company's management include estimates for unbilled revenues and related cost of revenues, provisions for uncollectible receivables, valuation of customer acquisition costs, estimated useful lives of property and equipment, valuation of derivatives and reserves for contingencies.

Subsequent Events

Subsequent events have been evaluated through the date these financial statements are issued. Any material subsequent events that occurred prior to such date have been properly recognized or disclosed in the combined and consolidated financial statements. See Note 17 "Subsequent Events" for further discussion.

Recent Accounting Pronouncements

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which requires an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. ASU 2014-09 will replace most existing revenue recognition guidance in GAAP when it becomes effective on January 1, 2017. Early application is not permitted. The standard permits the use of either the retrospective or cumulative effect transition method. In August 2015, the FASB issued ASU No. 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date*, which deferred the effective date to periods beginning after December 15, 2017. Early adoption is permitted only as of annual reporting periods beginning after December 15, 2016. The Company will select a transition method and determine the effect of the standard on its ongoing financial reporting in 2016.

In August 2014, the FASB issued ASU No. 2014-15, *Presentation of Financial Statements - Going Concern (Subtopic 205-40): Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern* ("ASU 2014-15"). The new guidance clarifies management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosure. ASU 2014-15 is effective for annual periods ending after December 15, 2016 and for annual periods and interim periods thereafter. Early adoption is permitted. The Company will adopt ASU 2014-15 on January 1, 2016 and does not expect the adoption to have a material effect on the combined and consolidated financial statements.

In November 2014, the FASB issued ASU No. 2014-16, *Derivatives and Hedging* ("ASU 2014-16"), which clarifies how current GAAP should be interpreted in evaluating the economic characteristics and risks of a host contract in a hybrid financial instrument that is issued in the form of a share. The amendments in this Update are effective for public business entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. Early adoption, including adoption in an interim period, is permitted. The Update does not change the current criteria in GAAP for determining when separation of certain embedded derivative features in a hybrid

financial instrument is required. The Company will adopt ASU 2014-16 on January 1, 2016 and does not believe the adoption of this ASU to have a material impact on the combined and consolidated financial statements.

In February 2015, the FASB issued ASU No. 2015-02, *Consolidation (Topic 810)* ("ASU 2015-02"). The new guidance changes the analysis that a reporting entity must perform to determine whether it should consolidate certain types of legal entities. ASU 2015-02 is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted, including adoption at an interim period. The Company will adopt ASU 2015-02 on January 1, 2016. Upon adoption, we will continue to consolidate Spark HoldCo, but will consider Spark HoldCo to be a variable interest entity and provide additional disclosures in the footnotes of our combined and consolidated financial statements.

In April 2015, the FASB issued ASU No. 2015-03, *Interest - Imputation of Interest (Subtopic 835-30)* ("ASU 2015-03"). The new guidance requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted for financial statements that have not been previously issued. The Company will adopt ASU 2015-03 on January 1, 2016 and reclassify any unamortized debt issuance costs as a direct deduction from the carrying amount of those associated debt liabilities at that time.

In July 2015, the FASB issued ASU No. 2015-11, *Inventory (Topic 330): Simplifying the Measurement of Inventory* ("ASU 2015-11"). ASU 2015-11 amends existing guidance to require subsequent measurement of inventory at the lower of cost and net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. ASU 2015-11 is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2016. Earlier application is permitted as of the beginning of an interim or annual reporting period. The Company does not expect the adoption of ASU 2015-11 will have a material effect on the combined or consolidated financial statements.

In September 2015, the FASB issued ASU No. 2015-16, *Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments* ("ASU 2015-16"). ASU 2015-16 eliminates the requirement that the acquirer in a business combination account for measurement period adjustments retrospectively. Instead, the acquirer will recognize adjustments to provisional amounts identified within the measurement period in the reporting period in which those adjustments are determined. ASU 2015-16 is effective for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. The guidance is to be applied prospectively for adjustments to provisional amounts that occur after the effective date. Early adoption is permitted for financial statements that have not been issued. The Company will adopt ASU 2015-16 on January 1, 2016 and does not expect the adoption of ASU 2015-15 will have a material effect on the combined or consolidated financial statements.

In November 2015, the FASB issued ASU No. 2015-17, *Income Taxes (Topic 740): Balance Sheet Classification of Deferred Taxes* ("ASU 2015-17"). ASU 2015-17 eliminates the current requirement to present deferred tax assets and liabilities as current and noncurrent amounts in a classified balance sheet. The new guidance requires deferred tax assets and liabilities be classified as noncurrent in a classified balance sheet. The current requirement that deferred tax assets and liabilities be presented as a single amount remains unchanged. The amendments in this ASU are effective for annual reporting periods beginning after December 15, 2016, and interim periods within those annual periods. Earlier application is permitted as of the beginning of an interim or annual period. Additionally, the new guidance may be applied either prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. We have not yet selected an adoption method and are currently evaluating the impact of adopting this guidance on our consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* ("ASU 2016-02"). ASU 2016-02 amends existing accounting standard for lease accounting by requiring entities to include substantially all leases on the balance sheet by requiring the recognition of right-of-use assets and lease liabilities for all leases. Entities may elect to not recognize leases with a maximum possible term of less than 12 months. For lessees, a lease is classified as

finance or operating and the asset and liability are initially measured at the present value of the lease payments. For lessors, accounting for leases is largely unchanged from previous guidance. ASU 2016-02 also requires qualitative disclosures along with certain specific quantitative disclosures for both lessees and lessors. The amendments in this ASU are effective for fiscal years beginning after December 15, 2018, with early adoption permitted, and is effective for interim periods in the year of adoption. The ASU should be applied using a modified retrospective approach, which requires lessees and lessors to recognize and measure leases at the beginning of the earliest period presented. We have not yet selected an adoption method and are currently evaluating the impact of adopting this guidance on our combined and consolidated financial statements.

3. Acquisitions

Acquisition of CenStar Energy Corp

On July 8, 2015, the Company completed its acquisition of CenStar, a retail energy company based in New York. CenStar serves natural gas and electricity customers in New York, New Jersey, and Ohio. The purchase price for the CenStar acquisition was \$8.3 million, subject to working capital adjustments, plus a payment for positive working capital of \$10.4 million and an earnout payment estimated as of the acquisition date to be \$0.5 million, which is associated with a financial measurement attributable to the operations of CenStar for the year following the closing ("CenStar Earnout"). See Note 7 "Fair Value Measurements" for further discussion on the CenStar Earnout. The purchase price was financed with \$16.6 million (including positive working capital of \$10.4 million) under our senior secured revolving credit facility ("Senior Credit Facility") and \$2.1 million from the issuance of a convertible subordinated note ("CenStar Note") from the Company and Spark HoldCo to Retailco Acquisition Co, LLC ("RAC"). See Note 6 "Debt" for further discussion of the Senior Credit Facility and the CenStar Note.

The acquisition of CenStar has been accounted for under the acquisition method in accordance with ASC 805. The allocation of purchase consideration was based upon the estimated fair value of the tangible and identifiable intangible assets acquired and liabilities assumed in the acquisition. The allocation was made to major categories of assets and liabilities based on management's best estimates, supported by independent third-party analyses. The excess of the purchase price over the estimated fair value of tangible and intangible assets acquired and liabilities assumed was allocated to goodwill. The allocation of the purchase consideration is as follows (in thousands):

	Reported as of September 30, 2015	Q4 2015 Adjustments ⁽¹⁾	Final as of December 31, 2015
Cash	\$ 371	\$ —	\$ 371
Net working capital, net of cash acquired	10,094	(1,275)	8,819
Property and equipment	52	—	52
Intangible assets - customer relationships	5,044	450	5,494
Intangible assets - trademark	651	—	651
Goodwill	6,497	(101)	6,396
Deferred tax liability	—	(191)	(191)
Fair value of derivative liabilities	(3,475)	—	(3,475)
Total	\$ 19,234	\$ (1,117)	\$ 18,117

⁽¹⁾ Changes to the purchase price allocation in the fourth quarter of 2015 were due to fair value revisions for the customer relationships, the settlement of final working capital balances per the purchase agreement and the recognition of a deferred tax liability.

The fair values of intangible assets were measured primarily based on significant inputs that are not observable in the market and thus represent a Level 3 measurement as defined by ASC 820, "Fair Value Measurement" ("ASC 820"). The fair value of derivative liabilities were measured by utilizing readily available quoted market prices and non-exchange-traded contracts fair valued using market price quotations available through brokers or over-the-counter and on-line exchanges and represent a Level 2 measurement as defined by ASC 820. Refer to Note 7 "Fair

Value Measurements" for further discussion on the fair values hierarchy. Significant inputs for Level 3 measurements were as follows:

Customer relationships. The customer relationships, reflective of CenStar's customer base, were valued using an excess earnings method under the income approach. Using this method, the Company estimated the future cash flows resulting from the existing customer relationships, considering attrition as well as charges for contributory assets, such as net working capital, fixed assets, and assembled workforce. These future cash flows were then discounted using an appropriate risk-adjusted rate of return by retail unit to arrive at the present value of the expected future cash flows. These customer relationships are amortized to depreciation and amortization based on the expected future net cash flows by year.

Trademark. The fair value of the CenStar trademark is reflective of the value associated with the recognition and positive reputation of CenStar to its target markets. This value would otherwise have to be internally developed through significant time and expense or by paying a third party for its use. The fair value of the trademark was valued using a royalty savings method under the income approach. Under this approach, the Company estimated the present value of expected cash flows resulting from avoiding royalty payments to use a third party trademark. We analyzed market royalty rates charged for licensing trademarks and applied an expected royalty rate to a forecast of estimated revenue, which was then discounted using an appropriate risk adjusted rate of return.

Goodwill. The excess of the purchase consideration over the estimated fair value of the amounts initially assigned to the identifiable assets acquired and liabilities assumed was recorded as goodwill. Goodwill arose on the acquisition of CenStar primarily due to its strong brand and broker affinity relationships, along with access to new utility service territories. Goodwill recorded in connection with the acquisition of CenStar is not deductible for income tax purposes because CenStar was an acquisition of all outstanding equity interests.

The Company's combined and consolidated statements of operations for the year ended December 31, 2015 included \$21.4 million of revenue and a \$1.4 million loss on operations of CenStar. The Company incurred \$0.1 million of acquisition related costs for the year ended December 31, 2015, in connection with the acquisition of CenStar, which have been expensed as incurred and included in general and administrative expense in the combined and consolidated statement of operations.

Acquisition of Oasis Power Holdings, LLC

On July 31, 2015, the Company completed its acquisition of Oasis, a retail energy company operating in six states across 18 utilities. The purchase price for the Oasis acquisition was \$20.0 million, subject to working capital adjustments. The purchase price was financed with \$15.0 million in borrowings under our Senior Credit Facility, \$5.0 million from the issuance of a convertible subordinated note ("Oasis Note") from the Company and Spark HoldCo to RAC, and \$2.0 million cash on hand. See Note 6 "Debt" for further discussion of the Senior Credit Facility and the Oasis Note.

[Table of Contents](#)

The acquisition of Oasis by the Company from RAC was a transfer of equity interests of entities under common control on July 31, 2015. Accordingly, the assets acquired and liabilities assumed were based on their historical values as of July 31, 2015 as follows (in thousands):

	Reported as of September 30, 2015	Q4 2015 Adjustments ⁽¹⁾	Final as of December 31, 2015
Cash	\$ 271	\$ —	\$ 271
Net working capital, net of cash acquired	2,056	(225)	1,831
Property and equipment	38	—	38
Intangible assets - customer relationships	7,963	(139)	7,824
Intangible assets - trademark	602	—	602
Goodwill	11,889	94	11,983
Fair value of derivative liabilities	(819)	—	(819)
Total	\$ 22,000	\$ (270)	\$ 21,730

⁽¹⁾ Changes to the purchase price allocation in the fourth quarter of 2015 were due to fair value revisions for the customer relationships and the settlement of final working capital balances per the purchase agreement.

Goodwill was transferred based on the acquisition of Oasis by RAC on May 12, 2015 and was primarily due to Oasis's brand strength, established vendor relationships and access to new utility service territories. Goodwill recorded in connection with the transfer of Oasis is deductible for income tax purposes.

The Company's combined and consolidated statements of operations for year ended December 31, 2015 included \$26.9 million of revenue and a \$0.5 million loss on the operations of Oasis.

4. Property and Equipment

Property and equipment consist of the following amounts as of (in thousands):

	Estimated useful lives (years)	December 31, 2015	December 31, 2014
Information technology	2 – 5	\$ 27,392	\$ 25,588
Leasehold improvements	2 – 5	4,568	4,568
Furniture and fixtures	2 – 5	1,007	998
Total		32,967	31,154
Accumulated depreciation		(28,491)	(26,933)
Property and equipment—net		\$ 4,476	\$ 4,221

Information technology assets include software and consultant time used in the application, development and implementation of various systems including customer billing and resource management systems. As of December 31, 2015 and 2014, information technology includes \$0.5 million and \$0.4 million, respectively, of costs associated with assets not yet placed into service.

Depreciation expense recorded in the combined and consolidated statements of operations was \$1.6 million, \$3.7 million and \$6.1 million for the years ended December 31, 2015, 2014 and 2013, respectively.

5. Goodwill, Customer Relationships and Trademarks

Goodwill, customer relationships and trademarks consist of the following amounts as of (in thousands):

	December 31, 2015		December 31, 2014	
Goodwill	\$	18,379	\$	—
Customer Relationships — Acquired ⁽¹⁾				
Cost		14,883		—
Accumulated amortization		(4,503)		—
Customer Relationships — Acquired, net	\$	10,380	\$	—
Customer Relationships — Other ⁽²⁾				
Cost		4,320		1,589
Accumulated amortization		(1,271)		(88)
Customer Relationships — Other, net	\$	3,049	\$	1,501
Trademarks ⁽³⁾				
Cost		1,268		—
Accumulated amortization		(74)		—
Trademarks, net	\$	1,194	\$	—

- (1) Customer relationships—Acquired represent those customer acquisitions accounted for under the acquisition method in accordance with ASC 805. See Note 3 "Acquisitions" for further discussion.
- (2) Customer relationships—Other represent portfolios of customer contracts not accounted for in accordance with ASC 805 as these acquisitions were not in conjunction with the acquisition of businesses. See Note 15 "Customer Acquisitions" for further discussion.
- (3) Trademarks reflect values associated with the recognition and positive reputation of acquired businesses accounted for as part of the acquisition method in accordance with ASC 805 through the acquisitions of CenStar and Oasis. These trademarks are recorded as other assets in the combined and consolidated balance sheets. See Note 3 "Acquisitions" for further discussion.

Changes in goodwill, customer relationships and trademarks consisted of the following (in thousands):

	Goodwill		Customer Relationships — Acquired		Customer Relationships — Other		Trademarks	
Balance at December 31, 2013	\$	—	\$	—	\$	—	\$	—
Additions		—		—		1,589		—
Amortization expense		—		—		(88)		—
Balance at December 31, 2014	\$	—	\$	—	\$	1,501	\$	—
Additions		—		—		2,731		—
Acquisition of CenStar		6,396		5,494		—		651
Acquisition of Oasis		11,983		9,389		—	617	
Amortization expense		—		(4,503)		(1,183)		(74)
Balance at December 31, 2015	\$	18,379	\$	10,380	\$	3,049	\$	1,194

[Table of Contents](#)

Estimated future amortization expense for customer relationships and trademarks at December 31, 2015 is as follows (in thousands):

Year Ending December 31,	
2016	\$ 6,754
2017	4,116
2018	2,204
2019	861
2020	127
> 5 years	561
Total	<u>\$ 14,623</u>

6. Debt

Balance Sheet and Income Statement Summary

Debt consists of the following amounts as of (in thousands):

	December 31, 2015	December 31, 2014
Current portion of Senior Credit Facility—Working Capital Line ^{(1) (2)}	\$ 22,500	\$ 33,000
Current portion of Senior Credit Facility—Acquisition Line ^{(1) (2)}	5,306	—
Total current debt	<u>27,806</u>	<u>33,000</u>
Long-term portion of Senior Credit Facility—Acquisition Line ⁽¹⁾	14,592	—
Convertible subordinated notes to affiliate ⁽³⁾	6,339	—
Total long-term debt	<u>20,931</u>	<u>—</u>
Total debt	<u>\$ 48,737</u>	<u>\$ 33,000</u>

(1)As of December 31, 2015 and 2014 , the Company had \$21.5 million and \$10.7 million in letters of credit issued, respectively.

(2)As of December 31, 2015 and 2014 , the weighted average interest rate on the current portion of our Senior Credit Facility was 3.90% and 4.03% , respectively.

(3)Includes unamortized discount of \$0.7 million at December 31, 2015 related to a beneficial conversion feature of the Oasis Note.

Deferred financing costs were \$0.7 million as of December 31, 2015 , representing capitalized financing costs in connection with the amended and restated Senior Credit Facility entered into on July 8, 2015, and \$0.3 million as of December 31, 2014 , representing capitalized financing costs related to the Senior Credit Facility entered into on August 1, 2014. Of these amounts, \$0.5 million and \$0.2 million is recorded in other current assets in the combined and consolidated balance sheets as of December 31, 2015 and 2014 , respectively, and \$0.2 million and \$0.1 million is recorded in other assets in the consolidated balance sheet as of December 31, 2015 and 2014 based on the terms of the Senior Credit Facility.

[Table of Contents](#)

The following table summarizes the components of interest expense for the periods indicated (in thousands):

	Years Ended December 31,		
	2015	2014	2013
Interest incurred on Senior Credit Facility ⁽¹⁾	\$ 1,144	\$ 418	\$ 230
Commitment fees	160	144	223
Letters of credit fees	357	385	579
Amortization of deferred financing costs ⁽²⁾	412	631	682
Interest incurred on convertible subordinated notes to affiliate ⁽³⁾	207	—	—
Interest expense	<u>\$ 2,280</u>	<u>\$ 1,578</u>	<u>\$ 1,714</u>

(1) Includes interest expense attributed to other revolving credit facilities prior to the IPO.

(2) Write offs of deferred financing costs included in the above amortization were \$0.1 million in connection with the amended and restated Senior Credit Facility on July 8, 2015, \$0.3 million upon extinguishment of the Seventh Amended Credit Facility and \$0.1 million in connection with the execution of the Seventh Amended Credit Facility for the years ended December 31, 2015, 2014 and 2013, respectively.

(3) Includes amortization of the discount on the Oasis Note of less than \$0.1 million for the year ended December 31, 2015.

Prior to the IPO - Overview

In October 2007, Spark Energy Ventures and all of its subsidiaries (collectively, the “Borrowers”), entered into a credit agreement, consisting of a working capital facility, a term loan and a revolving credit facility (the “Credit Agreement”), with SE and SEG as co-borrowers under which they were jointly and severally liable for amounts Borrowers borrowed under the Credit Agreement. The Credit Agreement was secured by substantially all of the assets of Spark Energy Ventures and its subsidiaries.

The Credit Agreement was amended on May 30, 2008 to provide for a \$177.5 million working capital facility, a \$100 million term loan, and a \$35 million revolving credit facility. On January 24, 2011, the Borrowers amended and restated the Credit Agreement (the “Fifth Amended Credit Agreement”) to decrease the working capital facility to \$150 million, to increase the term loan to \$130 million and to eliminate the revolving credit facility.

On December 17, 2012, the Borrowers amended and restated the Fifth Amended Credit Agreement to decrease the working capital facility to \$70 million, to decrease the term loan to \$125 million and to reinstate the revolving credit facility in the amount of \$30 million (the “Sixth Amended Credit Agreement”).

On July 31, 2013 and in conjunction with the initial public offering of Marlin Midstream Partners, LP (“Marlin”), which was formerly a wholly owned subsidiary of Spark Energy Ventures, the Sixth Amended Credit Agreement was amended and restated to increase the working capital facility to \$80 million and eliminate the term loan and revolving credit facility (the “Seventh Amended Credit Agreement”) and to remove Marlin as a party to the Credit Agreement. The Seventh Amended Credit Agreement continued to be secured by the assets of Spark Energy Ventures and its subsidiaries through completion of the IPO.

Although SE and SEG, as wholly owned subsidiaries of Spark Energy Ventures, were jointly and severally liable for Marlin’s borrowing under the Sixth Amended Credit Agreement prior to the Marlin initial public offering, SE and SEG did not historically have access to or use the term loan and the revolving credit facility utilized by Marlin. SE and SEG were the primary recipients of the proceeds from the working capital facility.

Based on the Sixth Amended Credit Agreement prior to the Marlin initial public offering and understanding among the Borrowers, the term loan and the revolving credit facility were assigned specifically to Marlin. The Company has recognized the proceeds from the working capital facility in its combined financial statements prior to the IPO, which represented the amounts the Company with the other Borrowers agreed to pay and the amounts the Company expected to pay.

Prior to the IPO - Working Capital Facility

The working capital facility was \$150 million in 2012 under the Fifth Amended Credit Agreement and was later amended to \$70 million on December 17, 2012 under the Sixth Amended Credit Agreement. On July 31, 2013, and in conjunction with the Seventh Amended Credit Agreement, the working capital facility was increased to \$80 million.

The working capital facility was available for use by Spark Energy Ventures and its affiliates to finance the working capital requirements related to the purchase and sale of natural gas, electricity, and other commodity products not related to the retail natural gas and asset optimization and retail electricity businesses of the Company. The working capital facility was drawn upon and repaid on a monthly basis to fund working capital needs. Portions of the borrowings were used to fund equity distributions to the sole member of the Company to fund unrelated operations of an affiliate under the common control of the sole member prior to the IPO. The total amounts outstanding under the facility as of December 31, 2013 and through the IPO date included \$29.0 million that was retained and paid off by an affiliate in connection with the IPO.

Further, through the issuance of letters of credit, the Company was able to secure payment to suppliers. No obligation is recorded for such outstanding letters of credit unless they are drawn upon by the suppliers and in the event a supplier draws on a letter of credit, repayment is due by the earlier of demand by the bank or at the expiration of the applicable Credit Agreement. Under the working capital facility, the Company paid a fee with respect to each letter of credit issued and outstanding.

Under the Sixth Amended Credit Agreement, the Company was able to elect to have loans under the working credit facility bear interest either (i) at a Eurodollar-based rate plus a margin ranging from 3.00% to 3.75% depending on the Company's consolidated funded indebtedness ratio then in effect, or (ii) at a base rate loan plus a margin ranging from 2.00% to 2.75% depending on the Company's consolidated funded indebtedness ratio then in effect. The Company also paid a nonutilization fee equal to 0.50% per annum.

Under the Seventh Amended Credit Agreement, the Company was able to elect to have loans under the working capital facility bear interest (i) at a Eurodollar-based rate plus a margin ranging from 3.00% to 3.25%, depending on the Spark Energy Ventures' aggregate amount outstanding then in effect, (ii) at a base rate loan plus a margin ranging from 2.00% to 2.25%, depending on Spark Energy Ventures' aggregate amount outstanding then in effect or (iii) a cost of funds rate loan plus a margin ranging from 2.50% to 2.75%, depending on Spark Energy Ventures' aggregate amount outstanding then in effect. Each working capital loan made as a result of a drawing under a letter of credit bears interest on the outstanding principal amount thereof from the date funded at a floating rate per annum equal to the cost of funds rate plus the applicable margin until such loan has been outstanding for more than two business days and, thereafter, bears interest on the outstanding principal amount thereof at a floating rate per annum equal to the base rate plus the applicable margin, plus 2.00% per annum. The Company also paid a commitment fee equal to 0.50% per annum.

Prior to the IPO - NuDevco Note

NuDevco Retail Holdings transferred Spark HoldCo units to the Company for the \$50,000 NuDevco Note, and the limited liability company agreement of Spark HoldCo was amended and restated to admit Spark Energy, Inc. as its sole managing member. This promissory note was repaid in connection with proceeds from the IPO.

Senior Credit Facility Executed at the IPO

Concurrently with the closing of the IPO, the Company entered into a new \$70.0 million Senior Credit Facility, which is set to mature on August 1, 2016. If no event of default has occurred, the Company has the right, subject to approval by the administrative agent and each issuing bank, to increase the commitments under the Senior Credit Facility up to \$120.0 million. The Company borrowed approximately \$10.0 million under the Senior Credit Facility at the closing of the IPO to repay in full the outstanding indebtedness under the Seventh Amended Credit Agreement that SEG and SE agreed to be responsible for pursuant to an interborrower agreement between SEG, SE

[Table of Contents](#)

and an affiliate. The remaining \$29.0 million of indebtedness outstanding under the Seventh Amended Credit Agreement at the IPO date was paid down by our affiliate with its own funds concurrent with the closing of the IPO pursuant to the terms of the interborrower agreement. Following this repayment, the Seventh Amended Credit Agreement was terminated. The Company had \$15.0 million in letters of credit issued under the Senior Credit Facility at inception.

On July 8, 2015, the Company as guarantor, and Spark HoldCo (the "Borrower," and together with the subsidiaries of Spark HoldCo, the "Co-Borrowers") amended and restated the Senior Credit Facility to include a senior secured revolving working capital facility of \$60.0 million ("Working Capital Line") and a secured revolving line of credit of \$25.0 million ("Acquisition Line") to be used specifically for the financing of up to 75% of the cost of acquisitions with the remainder to be financed by the Company either through cash on hand, equity contributions or the issuance of subordinated debt. The Senior Credit Facility will mature on July 8, 2017 and may be extended for one additional year with lender consent. Borrowings under the Acquisition Line will be repaid 25% per year with the remaining 50% due at maturity. The Company borrowed \$10.4 million under the Working Capital Line and \$6.2 million under the Acquisition Line utilized in the closing of the CenStar acquisition. On July 31, 2015, the Company borrowed an additional \$15.0 million under the Acquisition Line utilized in the closing of the Oasis acquisition. Refer to Note 3 "Acquisitions" for further discussion.

At our election, interest under the Working Capital Line is generally determined by reference to:

- the Eurodollar-based rate plus an applicable margin of up to 3.00% per year (based on the prevailing utilization); or
- the alternate base rate plus an applicable margin of up to 2.00% per year (based upon the prevailing utilization). The alternate base rate is equal to the highest of (i) Société Générale's prime rate, (ii) the federal funds rate plus 0.50% per year, or (iii) the reference Eurodollar rate plus 1.00% ; or
- the rate quoted by Société Générale as its cost of funds for the requested credit plus up to 2.50% per year, (based upon the prevailing utilization).

The interest rate is generally reduced by 25 basis points if utilization under the Working Capital Line is below fifty percent.

Borrowings under the Acquisition Line are generally determined by reference to:

- the Eurodollar rate plus an applicable margin of up to 3.75% per annum (based upon the prevailing utilization); or
- the alternate base rate plus an applicable margin of up to 2.75% per annum (based upon the prevailing utilization). The alternate base rate is equal to the highest of (i) Société Générale's prime rate, (ii) the federal funds rate plus 0.50% per annum, or (iii) the reference Eurodollar rate plus 1.00% .

We pay an annual commitment fee of 0.375% or 0.50% on the unused portion of the Working Capital Line depending upon the unused capacity and 0.50% on the unused portion of the Acquisition Line. The lending syndicate under the Senior Credit Facility is entitled to several additional fees including an upfront fee, annual agency fee, and fronting fees based on a percentage of the face amount of letters of credit payable to any syndicate member that issues a letter a credit.

The Company has the ability to elect the availability under the Working Capital Line between \$30.0 million to \$60.0 million . Availability under the working capital line will be subject to borrowing base limitations. The borrowing base is calculated primarily based on 80% to 90% of the value of eligible accounts receivable and unbilled product sales (depending on the credit quality of the counterparties) and inventory and other working capital assets. The Co-Borrowers must generally seek approval of the Agent or the lenders for permitted acquisitions to be financed under the Acquisition Line.

The Senior Credit Facility is secured by pledges of the equity of the portion of Spark HoldCo owned by the Company and of the equity of Spark HoldCo's subsidiaries and the Co-Borrowers' present and future subsidiaries,

all of the Co-Borrowers' and their subsidiaries' present and future property and assets, including accounts receivable, inventory and liquid investments, and control agreements relating to bank accounts. The Senior Credit Facility also contains covenants that, among other things, require the maintenance of specified ratios or conditions as follows:

Minimum Net Working Capital. The Co-Borrowers must maintain minimum consolidated net working capital at all times equal to \$2.0 million initially and gradually increasing to the greater of \$5.0 million or 15% of the elected availability under the Working Capital Line.

Minimum Adjusted Tangible Net Worth. Spark Energy, Inc. must maintain a minimum consolidated adjusted tangible net worth at all times equal to the net proceeds from equity issuances occurring after the date of the Senior Credit Facility plus the greater of (i) 20% of aggregate commitments under the Working Capital Line plus 33% of borrowings under the Acquisition Line and (ii) \$18.0 million .

Minimum Fixed Charge Coverage Ratio. Spark Energy, Inc. must maintain a minimum fixed charge coverage ratio of 1.10 to 1.00 (with quarterly increases to the numerator of increments of 0.05 beginning in the third quarter of 2016). The Fixed Charge Coverage Ratio is defined as the ratio of (a) Adjusted EBITDA to (b) the sum of consolidated interest expense (other than interest paid-in-kind in respect of any Subordinated Debt), letter of credit fees, commitment fees, acquisition earn-out payments, distributions and scheduled amortization payments.

Maximum Total Leverage Ratio. Spark Energy, Inc. must maintain a ratio of total indebtedness (excluding the working capital facility and qualifying subordinated debt) to Adjusted EBITDA of a maximum of 2.50 to 1.00. The Senior Credit Facility contains various negative covenants that limit the Company's ability to, among other things, do any of the following:

- incur certain additional indebtedness;
- grant certain liens;
- engage in certain asset dispositions;
- merge or consolidate;
- make certain payments, distributions, investments, acquisitions or loans;
- enter into transactions with affiliates.

The Senior Credit Facility also contains negative covenants that limit our ability to, among other things, make certain payments, distributions, investments, acquisitions or loans. Spark Energy, Inc. is entitled to pay cash dividends to the holders of the Class A common stock and Spark HoldCo will be entitled to make cash distributions to NuDevco Retail Holdings (or its successor in interest) so long as: (a) no default exists or would result from such a payment; (b) the Co- Borrowers are in pro forma compliance with all financial covenants before and after giving effect to such payment and (c) the outstanding amount of all loans and letters of credit does not exceed the borrowing base limits. Spark HoldCo's inability to satisfy certain financial covenants or the existence of an event of default, if not cured or waived, under the Senior Credit Facility could prevent the Company from paying dividends to holders of the Class A common stock.

The Senior Credit Facility contains certain customary representations and warranties and events of default. Events of default include, among other things, payment defaults, breaches of representations and warranties, covenant defaults, cross-defaults and cross-acceleration to certain indebtedness, change in control in which affiliates of W. Keith Maxwell III own less than 40% of the outstanding voting interests in the Company, certain events of bankruptcy, certain events under ERISA, material judgments in excess of \$5.0 million , certain events with respect to material contracts, actual or asserted failure of any guaranty or security document supporting the Senior Credit Facility to be in full force and effect and changes of control. If such an event of default occurs, the lenders under the Senior Credit Facility would be entitled to take various actions, including the acceleration of amounts due under the facility and all actions permitted to be taken by a secured creditor.

In addition, the Senior Credit Facility contains affirmative covenants that are customary for credit facilities of this type. The covenants include delivery of financial statements, including any filings made with the SEC, maintenance of property and insurance, payment of taxes and obligations, material compliance with laws, inspection of property, books and records and audits, use of proceeds, payments to bank blocked accounts, notice of defaults and certain other customary matters.

Convertible Subordinated Notes to Affiliate

In connection with the financing of the CenStar acquisition, the Company, together with Spark HoldCo, issued the CenStar Note to RAC for \$2.1 million on July 8, 2015. The CenStar Note matures on July 8, 2020, and bears interest at an annual rate of 5% , payable semiannually. The Company has the right to pay interest in kind at its option. The CenStar Note is convertible into shares of the Company's Class B common stock, par value \$0.01 per share (and a related unit of Spark HoldCo) at a conversion price of \$16.57 per share. RAC may not exercise conversion rights for the first eighteen months after the CenStar Note is issued. The CenStar Note is subject to automatic conversion upon a sale of the Company. The CenStar Note is subordinated in certain respects to the Senior Credit Facility pursuant to a subordination agreement. The Company may pay interest and prepay principal so long as the Company is in compliance with its covenants; is not in default under the Senior Credit Facility and has minimum availability of \$5.0 million under its borrowing base under the Senior Credit Facility. Shares of Class A common stock resulting from the conversion of the shares of Class B common stock issued as a result of the conversion right under the CenStar Note will be entitled to registration rights identical to the registration rights currently held by NuDevco on shares of Class A common stock it receives upon conversion of its existing shares of Class B common stock.

In connection with the financing of the Oasis acquisition, the Company, together with Spark HoldCo, issued the Oasis Note to RAC for \$5.0 million on July 31, 2015. The Oasis Note matures on July 31, 2020, and bears interest at an annual rate of 5% , payable semiannually. The Company has the right to pay-in-kind any interest at its option. The Oasis Note is convertible into shares of the Company's Class B common stock, par value \$0.01 per share (and a related unit of Spark HoldCo) at a conversion price of \$14.00 per share. RAC may not exercise conversion rights for the first eighteen months after the Oasis Note is issued. The Oasis Note is subject to automatic conversion upon a sale of the Company. The Oasis Note is subordinated in certain respects to the Senior Credit Facility pursuant to a subordination agreement. The Company may pay interest and prepay principal so long as the Company is in compliance with its covenants; is not in default under the Senior Credit Facility and has minimum availability of \$5.0 million under its borrowing base under the Senior Credit Facility. Shares of Class A common stock resulting from the conversion of the shares of Class B common stock issued as a result of the conversion right under the Oasis Note will be entitled to registration rights identical to the registration rights currently held by NuDevco on shares of Class A common stock it receives upon conversion of its existing shares of Class B common stock.

The conversion rate of \$14.00 per share for the Oasis Note was fixed as of the date of the execution of the Oasis acquisition agreement on May 12, 2015. Due to a rise in the price of our common stock from May 12, 2015 to the closing of Oasis acquisition on July 31, 2015, the conversion rate of \$14.00 per share was below the market price per share of Class A common stock of \$16.21 on the issuance date of the Oasis Note on July 31, 2015. As a result, the Company assessed the Oasis Note for a beneficial conversion feature. Due to this conversion feature being "in-the-money" upon issuance, we recognized a beneficial conversion feature based on its intrinsic value of \$0.8 million as a discount to the Oasis Note and as additional paid-in capital. This discount will be amortized as interest expense under the effective interest method over the life of the Oasis Note.

7. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (exit price) in an orderly transaction between market participants at the measurement date. Fair values are based on assumptions that market participants would use when pricing an asset or liability, including assumptions about risk and the risks inherent in valuation techniques and the inputs to valuations. This includes not only the credit standing of counterparties involved and the impact of credit enhancements but also the impact of the Company's own nonperformance risk on its liabilities.

The Company applies fair value measurements to its commodity derivative instruments based on the following fair value hierarchy, which prioritizes the inputs to valuation techniques used to measure fair value into three broad levels:

- Level 1—Quoted prices in active markets for identical assets and liabilities. Instruments categorized in Level 1 primarily consist of financial instruments such as exchange-traded derivative instruments.
- Level 2—Inputs other than quoted prices recorded in Level 1 that are either directly or indirectly observable for the asset or liability, including quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in inactive markets, inputs other than quoted prices that are observable for the asset or liability, and inputs that are derived from observable market data by correlation or other means. Instruments categorized in Level 2 primarily

[Table of Contents](#)

- include non-exchange traded derivatives such as over-the-counter commodity forwards and swaps and options.
- Level 3—Unobservable inputs for the asset or liability, including situations where there is little, if any, observable market activity for the asset or liability.

As the fair value hierarchy gives the highest priority to quoted prices in active markets (Level 1) and the lowest priority to unobservable data (Level 3), the Company maximizes the use of observable inputs and minimizes the use of unobservable inputs when measuring fair value. In some cases, the inputs used to measure fair value might fall in different levels of the fair value hierarchy. In these cases, the lowest level input that is significant to a fair value measurement in its entirety determines the applicable level in the fair value hierarchy.

Non-Derivative Financial Instruments

The carrying amount of cash and cash equivalents, accounts receivable, accounts receivable—affiliates, accounts payable, accounts payable—affiliates, and accrued liabilities recorded in the consolidated balance sheets approximate fair value due to the short-term nature of these items. The carrying amount of long-term debt recorded in the consolidated balance sheets approximates fair value because of the variable rate nature of the Company's long-term debt. The fair value of our convertible subordinated notes to affiliates is not determinable for accounting purposes due to the affiliate nature and terms of this instrument with the affiliate. The fair value of the payable pursuant to tax receivable agreement—affiliate is not determinable for accounting purposes due to the affiliate nature and terms of the associated agreement with the affiliate.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following tables present assets and liabilities measured and recorded at fair value in the Company's combined and consolidated balance sheets on a recurring basis by and their level within the fair value hierarchy as of (in thousands):

	Level 1	Level 2	Level 3	Total
December 31, 2015				
Non-trading commodity derivative assets	\$ —	\$ 200	\$ —	\$ 200
Trading commodity derivative assets	—	405	—	405
Total commodity derivative assets	\$ —	\$ 605	\$ —	\$ 605
Non-trading commodity derivative liabilities	\$ (3,324)	\$ (7,661)	\$ —	\$ (10,985)
Trading commodity derivative liabilities	—	(253)	—	(253)
Total commodity derivative liabilities	\$ (3,324)	\$ (7,914)	\$ —	\$ (11,238)
Contingent payment arrangement	\$ —	\$ —	\$ (500)	\$ (500)

	Level 1	Level 2	Level 3	Total
December 31, 2014				
Non-trading commodity derivative assets	\$ —	\$ 80	\$ —	\$ 80
Trading commodity derivative assets	—	136	—	136
Total commodity derivative assets	\$ —	\$ 216	\$ —	\$ 216
Non-trading commodity derivative liabilities	\$ (6,810)	\$ (5,017)	\$ —	\$ (11,827)
Trading commodity derivative liabilities	(32)	(145)	—	(177)
Total commodity derivative liabilities	\$ (6,842)	\$ (5,162)	\$ —	\$ (12,004)

The Company had no transfers of assets or liabilities between any of the above levels during the years ended December 31, 2015, 2014 and 2013.

The Company's derivative contracts include exchange-traded contracts fair valued utilizing readily available quoted market prices and non-exchange-traded contracts fair valued using market price quotations available through brokers or over-the-counter and on-line exchanges. In addition, in determining the fair value of the Company's derivative contracts, the Company applies a credit risk valuation adjustment to reflect credit risk which is calculated based on the Company's or the counterparty's historical credit risks. As of December 31, 2015 and 2014, the credit risk valuation adjustment was not material.

The contingent payment arrangement referred to above reflects the CenStar Earnout, which is recorded in other current liabilities in the condensed consolidated balance sheet and discussed in Note 3 "Acquisitions." The CenStar Earnout is based on a financial measurement attributable to the operations of CenStar for the year following the closing of the acquisition. In determining the fair value of the CenStar Earnout, the Company forecasted this one year performance measurement, as defined by the CenStar stock purchase agreement. As this performance measurement is based on the Company's internal forecasts, we have classified the CenStar Earnout as a Level 3 measurement.

8. Accounting for Derivative Instruments

The Company is exposed to the impact of market fluctuations in the price of electricity and natural gas and basis costs, storage and ancillary capacity charges from independent system operators. The Company uses derivative instruments to manage exposure to these risks, and historically designated certain derivative instruments as cash flow hedges for accounting purposes. For derivatives designated in a qualifying cash flow hedging relationship, the effective portion of the change in fair value is recognized in accumulated other comprehensive income ("OCI") and reclassified to earnings in the period in which the hedged item affects earnings. Any ineffective portion of the derivative's change in fair value is recognized currently in earnings.

The Company also holds certain derivative instruments that are not held for trading purposes but are also not designated as hedges for accounting purposes. These derivative instruments represent economic hedges that mitigate the Company's exposure to fluctuations in commodity prices. For these derivative instruments, changes in the fair value are recognized currently in earnings in retail revenues or retail costs of revenues.

As part of the Company's strategy to optimize its assets and manage related risks, it also manages a portfolio of commodity derivative instruments held for trading purposes. The Company's commodity trading activities are subject to limits within the Company's Risk Management Policy. For these derivative instruments, changes in the fair value are recognized currently in earnings in net asset optimization revenues.

Derivative assets and liabilities are presented net in the Company's consolidated balance sheets when the derivative instruments are executed with the same counterparty under a master netting arrangement. The Company's derivative contracts include transactions that are executed both on an exchange and centrally cleared as well as over-the-counter, bilateral contracts that are transacted directly with a third party. To the extent the Company has paid or received collateral related to the derivative assets or liabilities, such amounts would be presented net against the related derivative asset or liability's fair value. As of December 31, 2015 and 2014, the Company had paid \$0.1 million and zero in collateral, respectively. The specific types of derivative instruments the Company may execute to manage the commodity price risk include the following:

- Forward contracts, which commit the Company to purchase or sell energy commodities in the future;
- Futures contracts, which are exchange-traded standardized commitments to purchase or sell a commodity or financial instrument;
- Swap agreements, which require payments to or from counterparties based upon the differential between two prices for a predetermined notional quantity; and,
- Option contracts, which convey to the option holder the right but not the obligation to purchase or sell a commodity.

The Company has entered into other energy-related contracts that do not meet the definition of a derivative instrument or qualify for the normal purchase or normal sale exception and are therefore not accounted for at fair value including the following:

- ⑩ Forward electricity and natural gas purchase contracts for retail customer load; and,
- ⑩ Natural gas transportation contracts and storage agreements.

Volumetric Underlying Derivative Transactions

The following table summarizes the net notional volume buy/(sell) of the Company's open derivative financial instruments accounted for at fair value, broken out by commodity, as of:

Non-trading

Commodity	Notional	December 31, 2015	December 31, 2014
Natural Gas	MMBtu	7,543	9,690
Natural Gas Basis	MMBtu	455	2,710
Electricity	MWh	1,187	607

Trading

Commodity	Notional	December 31, 2015	December 31, 2014
Natural Gas	MMBtu	8	(155)
Natural Gas Basis	MMBtu	(455)	(56)

Gains (Losses) on Derivative Instruments

Gains (losses) on derivative instruments, net and current period settlements on derivative instruments were as follows for the periods indicated (in thousands):

	Year Ended December 31,		
	2015	2014	2013
Loss on non-trading derivatives—cash flow hedges, net (including ineffectiveness loss of (\$288) for the year ended December 31, 2013)	\$ —	\$ —	\$ 84
Gain (loss) on non-trading derivatives, net	(18,423)	(8,713)	1,345
Gain (loss) on trading derivatives, net (including gain on trading derivatives—affiliates, net of \$0, \$203 and \$1,509 for the years ended December 31, 2015, 2014 and 2013, respectively)	(74)	(5,822)	5,138
Gain (loss) on derivatives, net	\$ (18,497)	\$ (14,535)	\$ 6,567
Current period settlements on non-trading derivatives—cash flow hedges	\$ —	\$ —	\$ (1,180)
Current period settlements on non-trading derivatives ⁽¹⁾	20,279	(6,289)	1,833
Current period settlements on trading derivatives (including current period settlements on trading derivatives—affiliates, net of \$0, \$315 and (\$1,780) for the years ended December 31, 2015, 2014 and 2013, respectively)	268	2,810	387
Total current period settlements on derivatives ⁽¹⁾	\$ 20,547	\$ (3,479)	\$ 1,040

(1) Excludes settlements of \$3.4 million for the year ended December 31, 2015 related to non-trading derivative liabilities assumed in the acquisitions of CenStar and Oasis.

Fair Value of Derivative Instruments

The following tables summarize the fair value and offsetting amounts of the Company's derivative instruments by counterparty and collateral received or paid as of (in thousands):

Description	December 31, 2015				
	Gross Assets	Gross Amounts Offset	Net Assets	Cash Collateral Offset	Net Amount Presented
Non-trading commodity derivatives	\$ 589	\$ (389)	\$ 200	\$ —	\$ 200
Trading commodity derivatives	411	(6)	405	—	405
Total Current Derivative Assets	1,000	(395)	605	—	605
Non-trading commodity derivatives	—	—	—	—	—
Total Non-current Derivative Assets	—	—	—	—	—
Total Derivative Assets	\$ 1,000	\$ (395)	\$ 605	\$ —	\$ 605

Description	December 31, 2015				
	Gross Liabilities	Gross Amounts Offset	Net Liabilities	Cash Collateral Offset	Net Amount Presented
Non-trading commodity derivatives	\$ (13,618)	\$ 3,151	\$ (10,467)	\$ 100	\$ (10,367)
Trading commodity derivatives	(320)	67	(253)	—	(253)
Total Current Derivative Liabilities	(13,938)	3,218	(10,720)	100	(10,620)
Non-trading commodity derivatives	(950)	332	(618)	—	(618)
Total Non-current Derivative Liabilities	(950)	332	(618)	—	(618)
Total Derivative Liabilities	\$ (14,888)	\$ 3,550	\$ (11,338)	\$ 100	\$ (11,238)

Description	December 31, 2014				
	Gross Assets	Gross Amounts Offset	Net Assets	Cash Collateral Offset	Net Amount Presented
Non-trading commodity derivatives	\$ 3,642	\$ (3,562)	\$ 80	\$ —	\$ 80
Trading commodity derivatives	234	(98)	136	—	136
Total Current Derivative Assets	3,876	(3,660)	216	—	216
Non-trading commodity derivatives	313	(313)	—	—	—
Total Non-current Derivative Assets	313	(313)	—	—	—
Total Derivative Assets	\$ 4,189	\$ (3,973)	\$ 216	\$ —	\$ 216

Description	December 31, 2014				
	Gross Liabilities	Gross Amounts Offset	Net Liabilities	Cash Collateral Offset	Net Amount Presented
Non-trading commodity derivatives	\$ (14,911)	\$ 3,562	\$ (11,349)	\$ —	\$ (11,349)
Trading commodity derivatives	(275)	98	(177)	—	(177)
Total Current Derivative Liabilities	(15,186)	3,660	(11,526)	—	(11,526)
Non-trading commodity derivatives	(791)	313	(478)	—	(478)
Total Non-current Derivative Liabilities	(791)	313	(478)	—	(478)
Total Derivative Liabilities	\$ (15,977)	\$ 3,973	\$ (12,004)	\$ —	\$ (12,004)

Accumulated Other Comprehensive Income

The following table summarizes the effects on the Company's accumulated OCI balance attributable to cash flow hedge derivative instruments for the year ended December 31, 2013 (in thousands):

	Year Ended December 31, 2013
Accumulated OCI balance, beginning of period	\$ (2,536)
Deferred gain (loss) on cash flow hedge derivative instruments	2,620
Reclassification of accumulated OCI net to income	(84)
Accumulated OCI balance, end of period	<u>\$ —</u>

The amounts reclassified from accumulated OCI into income and any amounts recognized in income from the ineffective portion of cash flow hedges are recorded in retail cost of revenues. In June 2013, the Company elected to discontinue cash flow hedge accounting.

9. Equity

Class A Common Stock

The Company has a total of 3,118,623 and 3,000,000 shares of its Class A common stock outstanding at December 31, 2015 and 2014 , respectively. Each share of Class A common stock holds economic rights and entitles its holder to one vote on all matters to be voted on by shareholders generally.

Class B Common Stock

The Company has a total of 10,750,000 shares of its Class B common stock outstanding at December 31, 2015 and 2014 . Each share of Class B common stock, all of which is held by NuDevco, has no economic rights but entitles its holder to one vote on all matters to be voted on by shareholders generally.

Holders of Class A common stock and Class B common stock vote together as a single class on all matters presented to our shareholders for their vote or approval, except as otherwise required by applicable law or by our certificate of incorporation.

Preferred Stock

The Company has 20,000,000 shares of authorized preferred stock for which there are no issued and outstanding shares at December 31, 2015 and 2014 .

Earnings Per Share

The Class B common stock conversion to Class A common stock was not recognized in dilutive earnings per share for the years ended December 31, 2015 and 2014 as the effect of the conversion would be antidilutive. The Company's unvested restricted stock units were not recognized in dilutive earnings per share for the year ended December 31, 2014 as they would have been antidilutive.

The following table presents the computation of earnings per share for the years ended December 31, 2015 and 2014 (in thousands, except per share data):

	Year Ended December 31,	
	2015	2014 ⁽¹⁾
Net income (loss) attributable to Spark Energy, Inc. stockholders	\$ 3,865	\$ (54)
Basic weighted average Class A common shares outstanding	3,064	3,000
Basic EPS attributable to Spark Energy, Inc. stockholders	\$ 1.26	\$ (0.02)
Net income (loss) attributable to Spark Energy, Inc. stockholders	\$ 3,865	\$ (54)
Effect of conversion of Class B common stock to shares of Class A common stock	—	—
Effect of conversion of convertible subordinated notes into shares of Class B common stock and shares of Class B common stock into shares of Class A common stock	(334)	—
Diluted net loss attributable to Spark Energy, Inc. stockholders	\$ 3,531	\$ (54)
Basic weighted average Class A common shares outstanding	3,064	3,000
Effect of dilutive Class B common stock	—	—
Effect of conversion of convertible subordinated notes into shares of Class B common stock and shares of Class B common stock into shares of Class A common stock	210	—
Effect of dilutive restricted stock units	53	—
Diluted weighted average shares outstanding	3,327	3,000
Diluted EPS attributable to Spark Energy, Inc. stockholders	\$ 1.06	\$ (0.02)

(1) Based on outstanding shares for the period from the IPO date of August 1, 2014 to December 31, 2014.

10. Stock-Based Compensation

Restricted Stock Units

In connection with the IPO, the Company adopted the Spark Energy, Inc. Long-Term Incentive Plan (the "LTIP") for the employees, consultants and directors of the Company and its affiliates who perform services for the Company. The purpose of the LTIP is to provide a means to attract and retain individuals to serve as directors, employees and consultants who provide services to the Company by affording such individuals a means to acquire and maintain ownership of awards, the value of which is tied to the performance of the Company's Class A common stock. The LTIP provides for grants of cash payments, stock options, stock appreciation rights, restricted stock or units, bonus stock, dividend equivalents, and other stock-based awards with the total number of shares of stock available for issuance under the LTIP not to exceed 1,375,000 shares.

Periodically the Company grants restricted stock units to our officers, employees, non-employee directors and certain employees of our affiliates who perform services for the Company. The restricted stock unit awards vest over approximately one year for non-employee directors and ratably over approximately three or four years for officers, employees, and employees of affiliates, with the initial vesting date occurring in May of the subsequent year. Each restricted stock unit is entitled to receive a dividend equivalent when dividends are declared and distributed to shareholders of Class A common stock. These dividend equivalents shall be retained by the Company, reinvested in additional restricted stock units effective as of the record date of such dividends and vested upon the same schedule as the underlying restricted stock unit.

[Table of Contents](#)

In accordance with ASC 718, *Compensation - Stock Compensation* (“ASC 718”), the Company measures the cost of awards classified as equity awards based on the grant date fair value of the award, and the Company measures the cost of awards classified as liability awards at the fair value of the award at each reporting period. The Company has utilized an estimated 6% annual forfeiture rate of restricted stock units in determining the fair value for all awards excluding those issued to executive level recipients and non-employee directors, for which no forfeitures are estimated to occur. The Company has elected to recognize related compensation expense on a straight-line basis over the associated vesting periods.

Although the restricted stock units allow for cash settlement of the awards at the sole discretion of management of the Company, management intends to settle the awards by issuing shares of the Company’s Class A common stock.

Total stock-based compensation expense for the years ended December 31, 2015 and 2014 was \$3.2 million and \$0.9 million. Total income tax benefit related to stock-based compensation recognized in net income (loss) was \$1.2 million and \$0.3 million for the years ended December 31, 2015 and 2014. No compensation expense or related tax benefit was recorded in 2013 as there were no LTIP awards outstanding.

Equity Classified Restricted Stock Units

Restricted stock units issued to employees and officers of the Company are classified as equity awards. The fair value of the equity classified restricted stock units was based on the Company’s Class A common stock price as of the grant date. The Company recognized stock based compensation expense of \$2.2 million and \$0.5 million for the years ended December 31, 2015 and 2014, respectively, in general and administrative expense with a corresponding increase to additional paid in capital. No compensation expense was recorded in 2013 as there were no LTIP awards outstanding.

The following table summarizes equity classified restricted stock unit activity and unvested restricted stock units for the year ended December 31, 2015 :

	Number of Shares	Weighted Average Grant Date Fair Value
Unvested at December 31, 2014	256,884	\$ 17.93
Granted	127,000	14.23
Dividend reinvestment issuances	26,685	15.58
Vested	(98,810)	17.40
Forfeited	(27,201)	17.05
Unvested at December 31, 2015	284,558	\$ 16.33

For the year ended December 31, 2015, 98,810 restricted stock units vested, with 79,497 shares of common stock distributed to the holders of these units and 19,313 shares of common stock withheld by the Company to cover taxes owed on the vesting of such units.

As of December 31, 2015, there was \$3.5 million of total unrecognized compensation cost related to the Company’s equity classified restricted stock units, which is expected to be recognized over a weighted average period of approximately 2.7 years.

Liability Classified Restricted Stock Units

Restricted stock units issued to non-employee directors of the Company and employees of certain of our affiliates are classified as liability awards in accordance with ASC 718 as the awards are either to a) non-employee directors that allow for the recipient to choose net settlement for the amount of withholding taxes due upon vesting or b) to employees of certain affiliates of the Company and are therefore not deemed to be employees of the Company. The fair value of the liability classified restricted stock units was based on the Company’s Class A common stock price as of the reported period ending date. The Company recognized stock based compensation expense of \$1.0 million

[Table of Contents](#)

and \$0.3 million for years ended December 31, 2015 and 2014, respectively, in general and administrative expense with a corresponding increase to liabilities. No compensation expense was recorded in 2013 as there were no LTIP awards outstanding. As of December 31, 2015, the Company's liabilities related to these restricted stock units recorded in other current liabilities was \$0.7 million. As of December 31, 2014, the Company's liabilities related to these restricted stock units recorded in other current liabilities and other non-current liabilities were \$0.1 million and \$0.2 million, respectively.

The following table summarizes liability classified restricted stock unit activity and unvested restricted stock units for the year ended December 31, 2015 :

	Number of Shares	Weighted Average Reporting Date Fair Value
Unvested at December 31, 2014	124,093	\$ 14.09
Granted	16,200	20.72
Dividend reinvestment issuances	9,766	20.72
Vested	(49,319)	12.64
Forfeited	(177)	20.72
Unvested at December 31, 2015	100,563	\$ 20.72

For the year ended December 31, 2015, 49,319 restricted stock units vested, with 39,126 shares of common stock distributed to the holders of these units and 10,193 shares of common stock withheld by the Company to cover taxes owed on the vesting of such units.

As of December 31, 2015, there was \$1.3 million of total unrecognized compensation cost related to the Company's liability classified restricted stock units, which is expected to be recognized over a weighted average period of approximately 1.4 years.

11. Income Taxes

The Company and CenStar are each subject to U.S. federal income tax as a corporation. Spark HoldCo and its subsidiaries, with the exception of CenStar, are treated as flow-through entities for U.S. federal income tax purposes, and as such, are generally not subject to U.S. federal income tax at the entity level. Rather, the tax liability with respect to their taxable income is passed through to their members or partners. Accordingly, the Company is subject to U.S. federal income taxation on its allocable share of Spark HoldCo's net U.S. taxable income.

The provision (benefit) for income taxes included the following components:

<i>(in thousands)</i>	2015	2014	2013
Current:			
Federal	\$ 268	\$ —	\$ —
State	(277)	173	56
Total Current	(9)	173	56
Deferred:			
Federal	1,820	(957)	—
State	163	(107)	—
Total Deferred	1,983	(1,064)	—
Provision (benefit) for income taxes	\$ 1,974	\$ (891)	\$ 56

For the year ended December 31, 2013, income taxes relate solely to the Company's Texas franchise tax liability, which is computed on a modified gross margin.

[Table of Contents](#)

The effective income tax rate was 7.1% and 17.3% for the years ended December 31, 2015 and 2014 . The following table reconciles the income tax benefit included in the combined and consolidated statement of operations with income tax expense that would result from application of the statutory federal tax rate, 34% , to loss before income tax expense (benefit):

<i>(in thousands)</i>	2015	2014
Expected provision (benefit) at federal statutory rate	\$ 9,503	\$ (1,753)
Increase (decrease) resulting from:		
Noncontrolling interest	(7,356)	1,451
Corporate costs	—	(607)
State income taxes, net of federal income tax effect	(222)	69
Other	49	(51)
Provision (benefit) for income taxes	\$ 1,974	\$ (891)

For the year ended December 31, 2013, the rate reconciliation calculation is not applicable as the Company's predecessors were not subject to federal income taxes prior to the IPO.

The Company accounts for income taxes using the assets and liabilities method. Deferred tax assets and liabilities are recognized for future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and those assets and liabilities tax bases. The Company applies existing tax law and the tax rate that the Company expects to apply to taxable income in the years in which those differences are expected to be recovered or settled in calculating the deferred tax assets and liabilities. Effects of changes in tax rates on deferred tax assets and liabilities are recognized in income in the period of the tax rate enactment. A valuation allowance is recorded when it is not more likely than not that some or all of the benefit from the deferred tax asset will be realized.

The components of the Company's deferred tax assets as of December 31, 2015 and 2014 are as follows:

<i>(in thousands)</i>	2015	2014
Current deferred tax assets (liabilities):		
Net operating loss carryforward	\$ —	\$ 654
Derivative liabilities	(613)	—
Intangibles	(240)	—
Total current deferred tax assets (liabilities)	(853)	654
Non-current deferred tax assets (liabilities):		
Investment in Spark HoldCo	14,901	16,171
Benefit of TRA liability	7,876	7,817
Derivative liabilities	1	—
Property and equipment	(19)	—
Intangibles	(1,158)	—
Federal net operating loss carryforward	1,488	59
State net operating loss carryforward	290	—
Other	1	—
Total non-current deferred tax assets (liabilities)	23,380	24,047
Total deferred tax assets (liabilities)	\$ 22,527	\$ 24,701

Noncurrent assets and current liabilities included deferred taxes of \$23.4 million and \$0.9 million , respectively, at December 31, 2015.

Current assets and noncurrent assets included deferred taxes of \$0.7 million and \$24.0 million , respectively, at December 31, 2014.

On the IPO date, the Company recorded a net deferred tax asset of \$15.6 million related to the step up in tax basis resulting from the purchase by the Company of Spark HoldCo units from NuDeveco. In addition, the Company had a

long-term liability of \$20.7 million to record the effect of the Tax Receivable Agreement liability (See Note 13 “Transactions with Affiliates” for further discussion) and a corresponding long-term deferred tax asset of \$7.9 million .

The Company has a federal net operating loss carry forward totaling \$4.7 million expiring in 2035 and a state net operating loss of \$4.5 million expiring through 2035. No valuation allowance has been recorded as management believes that there will be sufficient future taxable income to fully utilize deferred tax assets.

The Company periodically assesses whether it is more likely than not that it will generate sufficient taxable income to realize its deferred income tax assets. In making this determination, the Company considers all available positive and negative evidence and makes certain assumptions. The Company considers, among other things, its deferred tax liabilities, the overall business environment, its historical earnings and losses, current industry trends, and its outlook for future years. The Company believes it is more likely than not that the deferred tax assets will be utilized.

Separate federal and state income tax returns are filed for Spark Energy, Inc., Spark HoldCo and CenStar. The tax years 2011 through 2014 remain open to examination by the major taxing jurisdictions to which the Company is subject to income tax. NuDevco would be responsible for any audit adjustments incurred in connection with transactions occurring up to July 31, 2014 for Spark Energy, Inc. and Spark HoldCo. The last closed audit period of exam was for the 2011 Spark Energy, LLC’s federal tax return and resulted in no adjustments by the IRS. Spark Energy, Inc., Spark HoldCo and CenStar are not currently under any income tax audits.

Accounting for uncertainty in income taxes prescribes a recognition threshold and measurement methodology for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. As of December 31, 2015 , 2014 and 2013 there was no liability or expense recorded for interest and penalties associated with uncertain tax positions or unrecognized tax positions. Additionally, the Company does not have unrecognized tax benefits as of December 31, 2015 , 2014 and 2013 .

12. Commitments and Contingencies

From time to time, the Company may be involved in legal, tax, regulatory and other proceedings in the ordinary course of business. Management does not believe that we are a party to any litigation, claims or proceedings that will have a material impact on the Company's combined and consolidated financial condition or results of operations.

New York Sales Tax Audit

The Company is undergoing a sales tax audit in New York spanning 2006 to 2012 for which the Company may have additional liabilities in connection with those years. At the time of filing these combined and consolidated financial statements, this sales tax audit is at an early stage and subject to substantial uncertainties concerning the outcome of audit findings and corresponding responses. Accordingly, we cannot currently estimate a range of possible liabilities or a minimum that could result from the conclusion of this audit.

Legal Proceedings

The Company is the subject of the following lawsuits. At the time of filing these combined and consolidated financial statements, this litigation is at an early stage and subject to substantial uncertainties concerning the outcome of material factual and legal issues. Accordingly, we cannot currently predict the manner and timing of the resolution of this litigation or estimate a range of possible losses or a minimum loss that could result from an adverse verdict in a potential lawsuit.

John Melville et al v. Spark Energy Inc. and Spark Energy Gas, LLC is a purported class action filed on December 17, 2015 in the United States District Court for the District of New Jersey alleging, among other things, that (i) sales representatives engaged as independent contractors for Spark Energy Gas, LLC engaged in deceptive acts in violation of the New Jersey Consumer Fraud Act, (ii) Spark Energy Gas, LLC breach its contract with plaintiff, including a breach of the covenant of good faith and fair dealing. Plaintiffs are seeking unspecified compensatory and punitive damages for the purported class, injunctive relief and/or declaratory relief, disgorgement of revenues and/or profits and attorneys' fees. The Company intends to file a response to class action complaint in due course.

Arturo Amaya et al v. Spark Energy Gas, LLC is a purported class action filed on May 22, 2015 in the United States District Court for the Northern District of California alleging, among other things, that certain door-to-door sales representatives engaged as independent contractors for Spark Energy Gas, LLC allegedly engaged in deceptive practices in violation of the California Civil Code, California Unfair Competition Law, California False Advertising Law and the California Consumer Legal Remedies Act while marketing Spark Energy Gas, LLC's gas services to consumers in California. On September 29, 2015, Spark Energy Gas, LLC filed a motion to dismiss the complaint in its entirety and a motion to compel arbitration in the case of one of the named plaintiffs. Plaintiffs are seeking unspecified compensatory and punitive damages for the purported class, injunctive relief and/or declaratory relief, disgorgement of revenues and/or profits and attorneys' fees. The Court has set a hearing date of June 3, 2016 to hear any Motion for Class Certification that Plaintiffs may file in this matter.

13. Transactions with Affiliates

The Company enters into transactions with and pays certain costs on behalf of affiliates that are commonly controlled by W. Keith Maxwell III, and these affiliates enter into transactions with and pay certain costs on our behalf, in order to reduce risk, reduce administrative expense, create economies of scale, create strategic alliances and supply goods and services among these related parties. The Company also sells and purchases natural gas with affiliates. The Company presents receivables and payables with the same affiliate on a net basis in the combined and consolidated balance sheets as all affiliate activity is with parties under common control.

Acquisition of Oasis Power Holdings, LLC

The acquisition of Oasis by the Company from RAC was a transfer of equity interests of entities under common control on July 31, 2015. Refer to Note 3 "Acquisitions" for further discussion.

Accounts Receivable and Payable — Affiliates

The Company recorded current accounts receivable—affiliates of \$1.8 million and \$1.2 million as of December 31, 2015 and 2014, respectively, and current accounts payable—affiliates of \$2.0 million and \$1.0 million as of December 31, 2015 and 2014 for certain direct billings and cost allocations for services the Company provided to affiliates, services our affiliates provided to us, and sales or purchases of natural gas and electricity with affiliates.

Prepaid Assets — Affiliates

Prior to April 2015, the Company incurred and subsequently billed or allocated costs of certain employee benefit costs of behalf of affiliates commonly controlled by NuDevco. In April 2015, the Company began prepaying NuDevco for costs of certain employee benefits to be provided through the Company's benefit plans and recorded current prepaid assets—affiliates of \$0.2 million as of December 31, 2015.

Convertible Subordinated Notes to Affiliate

In connection with the financing of the CenStar acquisition, the Company, together with Spark HoldCo, issued the CenStar Note to RAC for \$2.1 million on July 8, 2015. In connection with the financing of the Oasis acquisition, the Company, together with Spark HoldCo, issued the Oasis Note to RAC for \$5.0 million on July 31, 2015. Refer to Note 6 "Debt" for further discussion.

Revenues and Cost of Revenues — Affiliates

Prior to Marlin's initial public offering on July 31, 2013, the Company provided natural gas to Marlin, who is a processing service provider, whereby Marlin gathered natural gas from the Company and other third parties, extracted NGLs, and redelivered the processed natural gas to the Company and other third parties. Marlin replaced energy used in processing due to the extraction of liquids, compression and transportation of natural gas, and fuel by making a payment to the Company at market prices. Revenues—affiliates, recorded in net asset optimization revenues in the combined and consolidated statements of operations, related to Marlin's payments to the Company for replaced energy for the years ended December 31, 2013 was \$ 3.0 million.

Beginning on August 1, 2013, the Marlin processing agreement was terminated and the Company and another affiliate entered into an agreement whereby the Company purchased natural gas from the affiliate at the tailgate of the Marlin plant. Cost of revenues—affiliates, recorded in net asset optimization revenues in the combined and consolidated statements of operations for the years ended December 31, 2015, 2014 and 2013 related to this agreement were \$11.3 million, \$30.3 million and \$17.7 million respectively.

The Company also purchased natural gas at a nearby third party plant inlet which was then sold to the affiliate. Revenues—affiliates, recorded in net asset optimization revenues in the combined and consolidated statements of operations for the years ended December 31, 2015, 2014 and 2013 related to these sales were \$1.1 million and \$12.8 million, and \$11.9 million, respectively.

Additionally, the Company entered into a natural gas transportation agreement with Marlin, at Marlin's pipeline, whereby the Company transports retail natural gas and pays the higher of (i) a minimum monthly payment or (ii) a transportation fee per MMBtu times actual volumes transported. The current transportation agreement was set to expire on February 28, 2013, but was extended for three additional years at a fixed rate per MMBtu without a minimum monthly payment. Included in the Company's results are cost of revenues—affiliates, recorded in retail cost of revenues in the combined and consolidated statements of operations related to this activity, which was less

than \$0.1 million , less than \$0.1 million and \$0.1 million for the years ended December 31, 2015 , 2014 and 2013 , respectively.

Prior to the IPO, the Company also purchased electricity for an affiliate and sold the electricity to the affiliate at the same market price that the Company paid to purchase the electricity. There were no sales of electricity to the affiliate for the year ended December 31, 2015. Sales of electricity to the affiliate were \$2.2 million and \$4.0 million for the years ended December 31, 2014 and 2013 , respectively, which is recorded in retail revenues—affiliate in the combined and consolidated statements of operations.

Also included in the Company's results are cost of revenues—affiliates related to derivative instruments, recorded in net asset optimization revenues in the combined and consolidated statements of operations. There were no cost of revenues—affiliates related to derivative instruments for the year ended December 31, 2015. We recognized a loss of \$0.6 million and a gain of \$1.8 million for the years ended December 31, 2014 and 2013 , respectively.

Cost Allocations

The Company paid certain expenses on behalf of affiliates, which are reimbursed by the affiliates to the Company, and our affiliates paid certain expenses on our behalf, which are reimbursed by us. These transactions include costs that can be specifically identified and certain allocated overhead costs associated with general and administrative services, including executive management, due diligence work, recurring management consulting, facilities, banking arrangements, professional fees, insurance, information services, human resources and other support departments to the affiliates. Where costs incurred on behalf of the affiliate or us could not be determined by specific identification for direct billing, the costs were primarily allocated to the affiliated entities or us based on percentage of departmental usage, wages or headcount. The total net amount direct billed and allocated to affiliates was \$2.1 million , \$5.1 million and \$7.4 million for the years ended December 31, 2015 , 2014 and 2013 , respectively, which is recorded as a reduction in general and administrative expenses in the combined and consolidated statements of operations.

The Company pays residual commissions to an affiliate for all customers enrolled by the affiliate who pay their monthly retail gas or retail electricity bill. Commissions paid to the affiliate was less than \$0.1 million for the years ended December 31, 2014 and 2013, which is recorded in general and administrative expense in the combined and consolidated statements of operations. This agreement with the affiliate was terminated in May 2014.

Member Distributions and Contributions

During the years ended December 31, 2015 , 2014 and 2013 , the Company made net capital distributions to NuDevco of zero , \$36.4 million and \$59.3 million , respectively. Additionally, during the year ended December 31, 2015, the Company received a capital contribution from NuDevco of \$0.1 million as NuDevco forgave an account payable due to NuDevco that arose from the payment of withholding taxes related to the vesting of restricted stock units of certain employees of NuDevco who perform services for the Company.

In contemplation of the Company's IPO, the Company entered into an agreement with an affiliate in April 2014 to permanently forgive all net outstanding accounts receivable balances from the affiliate through the IPO date. As such, the accounts receivable balances from the affiliate have been eliminated and presented as a distribution to W. Keith Maxwell III for the years ended December 31, 2014 and 2013 .

Tax Receivable Agreement

Concurrently with the closing of the IPO, the Company entered into a Tax Receivable Agreement with Spark HoldCo, NuDevco Retail Holdings and NuDevco Retail. This agreement generally provides for the payment by the Company to Retailco, LLC (as the successor to NuDevco Retail Holdings) and NuDevco Retail of 85% of the net cash savings, if any, in U.S. federal, state and local income tax or franchise tax that the Company actually realizes (or is deemed to realize in certain circumstances) in future periods as a result of (i) any tax basis increases resulting from the purchase by the Company of Spark HoldCo units from NuDevco Retail Holdings (or its assignee) in

connection with the IPO, (ii) any tax basis increases resulting from the exchange of Spark HoldCo units for shares of Class A common stock pursuant to the Exchange Right (or resulting from an exchange of Spark HoldCo units for cash pursuant to the Cash Option) and (iii) any imputed interest deemed to be paid by the Company as a result of, and additional tax basis arising from, any payments the Company makes under the Tax Receivable Agreement. The Company retains the benefit of the remaining 15% of these tax savings. See Note 11 “Taxes” for further discussion of amounts recorded in connection with the IPO.

In certain circumstances, the Company may defer or partially defer any payment due (a “TRA Payment”) to the holders of rights under the Tax Receivable Agreement, which are currently Retailco, LLC and NuDevco Retail.

During the five -year period commencing October 1, 2014, the Company will defer all or a portion of any TRA Payment owed pursuant to the Tax Receivable Agreement to the extent that Spark HoldCo does not generate sufficient Cash Available for Distribution (as defined below) during the four-quarter period ending September 30th of the applicable year in which the TRA Payment is to be made in an amount that equals or exceeds 130% (the “TRA Coverage Ratio”) of the Total Distributions (as defined below) paid in such four-quarter period by Spark HoldCo. For purposes of computing the TRA Coverage Ratio:

- “Cash Available for Distribution” is generally defined as the Adjusted EBITDA of Spark HoldCo for the applicable period, less (i) cash interest paid by Spark HoldCo, (ii) capital expenditures of Spark HoldCo (exclusive of customer acquisition costs) and (iii) any taxes payable by Spark HoldCo; and
- “Total Distributions” are defined as the aggregate distributions necessary to cause the Company to receive distributions of cash equal to (i) the targeted quarterly distribution the Company intends to pay to holders of its Class A common stock payable during the applicable four-quarter period, plus (ii) the estimated taxes payable by the Company during such four-quarter period, plus (iii) the expected TRA Payment payable during the calendar year for which the TRA Coverage Ratio is being tested.

In the event that the TRA Coverage Ratio is not satisfied in any calendar year, the Company will defer all or a portion of the TRA Payment to NuDevco under the Tax Receivable Agreement to the extent necessary to permit Spark HoldCo to satisfy the TRA Coverage Ratio (and Spark HoldCo is not required to make and will not make the pro rata distributions to its members with respect to the deferred portion of the TRA Payment). If the TRA Coverage Ratio is satisfied in any calendar year, the Company will pay NuDevco the full amount of the TRA Payment.

Following the five -year deferral period, the Company will be obligated to pay any outstanding deferred TRA Payments to the extent such deferred TRA Payments do not exceed (i) the lesser of the Company’s proportionate share of aggregate Cash Available for Distribution of Spark HoldCo during the five -year deferral period or the cash distributions actually received by the Company during the five -year deferral period, reduced by (ii) the sum of (a) the aggregate target quarterly dividends (which, for the purposes of the Tax Receivable Agreement, will be \$0.3625 per share per quarter) during the five -year deferral period, (b) the Company’s estimated taxes during the five -year deferral period, and (c) all prior TRA Payments and (y) if with respect to the quarterly period during which the deferred TRA Payment is otherwise paid or payable, Spark HoldCo has or reasonably determines it will have amounts necessary to cause the Company to receive distributions of cash equal to the target quarterly distribution payable during that quarterly period. Any portion of the deferred TRA Payments not payable due to these limitations will no longer be payable.

We did not meet the threshold coverage ratio required to fund the first payment to Retailco under the Tax Receivable Agreement during the four-quarter period ended September 30, 2015. As such, the initial payment under the Tax Receivable Agreement due in late 2015 was deferred pursuant to the terms thereof.

Master Service Agreement with Retailco Services, LLC

We entered into a Master Service Agreement effective January 1, 2016 with Retailco Services, LLC, a wholly owned subsidiary of W. Keith Maxwell III, and an affiliate of our majority shareholder. See Note 17 “Subsequent Events” for further discussion.

14. Segment Reporting

The Company's determination of reportable business segments considers the strategic operating units under which the Company makes financial decisions, allocates resources and assesses performance of its retail and asset optimization businesses.

The Company's reportable business segments are retail natural gas and retail electricity. The retail natural gas segment consists of natural gas sales to, and natural gas transportation and distribution for, residential and commercial customers. Asset optimization activities, considered an integral part of securing the lowest price natural gas to serve retail gas load, are part of the retail natural gas segment. The Company recorded asset optimization revenues of \$154.1 million, \$284.6 million and \$192.4 million and asset optimization cost of revenues of \$152.6 million, \$282.3 million and \$192.1 million for the years ended December 31, 2015, 2014 and 2013, respectively, which are presented on a net basis in asset optimization revenues. The retail electricity segment consists of electricity sales and transmission to residential and commercial customers. Corporate and other consists of expenses and assets of the retail natural gas and retail electricity segments that are managed at a consolidated level such as general and administrative expenses.

The acquisitions of CenStar and Oasis had no impact on our reportable business segments as the portions of those acquisitions related to retail natural gas and retail electricity have been included in those existing business segments.

To assess the performance of the Company's operating segments, the chief operating decision maker analyzes retail gross margin. The Company defines retail gross margin as operating income plus (i) depreciation and amortization expenses and (ii) general and administrative expenses, less (i) net asset optimization revenues, (ii) net gains (losses) on non-trading derivative instruments, and (iii) net current period cash settlements on non-trading derivative instruments. The Company deducts net gains (losses) on non-trading derivative instruments, excluding current period cash settlements, from the retail gross margin calculation in order to remove the non-cash impact of net gains and losses on non-trading derivative instruments.

Retail gross margin is a primary performance measure used by our management to determine the performance of our retail natural gas and electricity business by removing the impacts of our asset optimization activities and net non-cash income (loss) impact of our economic hedging activities. As an indicator of our retail energy business' operating performance, retail gross margin should not be considered an alternative to, or more meaningful than, operating income, as determined in accordance with GAAP. Below is a reconciliation of retail gross margin to (loss) income before income tax expense.

	(in thousands)	Years Ended December 31,		
		2015	2014	2013
Reconciliation of Retail Gross Margin to (Loss)income before taxes				
Income (loss) before income tax expense		\$ 27,949	\$ (5,156)	\$ 31,468
Interest and other (loss) income		(324)	(263)	(353)
Interest expense		2,280	1,578	1,714
Operating income (loss)		29,905	(3,841)	32,829
Depreciation and amortization		25,378	22,221	16,215
General and administrative		61,682	45,880	35,020
Less:				
Net asset optimization revenue		1,494	2,318	314
Net, (Losses) gains on non-trading derivative instruments		(18,423)	(8,713)	1,429
Net, Cash settlements on non-trading derivative instruments		20,279	(6,289)	653
Retail Gross Margin		\$ 113,615	\$ 76,944	\$ 81,668

[Table of Contents](#)

The Company uses retail gross margin and net asset optimization revenues as the measure of profit or loss for its business segments. This measure represents the lowest level of information that is provided to the chief operating decision maker for our reportable segments.

Financial data for business segments are as follows (in thousands):

Year Ended December 31, 2015	Retail Electricity	Retail Natural Gas	Corporate and Other	Eliminations	Spark Retail
Total Revenues	\$ 229,490	\$ 128,663	\$ —	\$ —	\$ 358,153
Retail cost of revenues	170,684	70,504	—	—	241,188
Less:					
Net asset optimization revenues	—	1,494	—	—	1,494
Net, Gains (losses) on non-trading derivative instruments	(13,348)	(5,075)	—	—	(18,423)
Current period settlements on non-trading derivatives	11,899	8,380	—	—	20,279
Retail gross margin	\$ 60,255	\$ 53,360	\$ —	\$ —	\$ 113,615
Total Assets ⁽¹⁾	\$ 150,245	\$ 113,583	\$ 88,823	\$ (190,417)	\$ 162,234

(1) Total Assets includes goodwill of \$16.5 million and \$1.9 million related to the retail electricity segment and retail natural gas segment, respectively.

Year Ended December 31, 2014	Retail Electricity	Retail Natural Gas	Corporate and Other	Eliminations	Spark Retail
Total Revenues	\$ 176,406	\$ 146,470	\$ —	\$ —	\$ 322,876
Retail cost of revenues	149,452	109,164	—	—	258,616
Less:					
Net asset optimization revenues	—	2,318	—	—	2,318
Net, Gains (losses) on non-trading derivative instruments	(518)	(8,195)	—	—	(8,713)
Current period settlements on non-trading derivatives	(5,145)	(1,144)	—	—	(6,289)
Retail gross margin	\$ 32,617	\$ 44,327	\$ —	\$ —	\$ 76,944
Total Assets	\$ 46,848	\$ 101,711	\$ 27,285	\$ (37,447)	\$ 138,397

Year Ended December 31, 2013	Retail Electricity	Retail Natural Gas	Corporate and Other	Eliminations	Spark Retail
Total Revenues	\$ 191,872	\$ 125,218	\$ —	\$ —	\$ 317,090
Retail cost of revenues	149,885	83,141	—	—	233,026
Less:					
Net asset optimization revenues	—	314	—	—	314
Net, Gains (losses) on non-trading derivative instruments	1,336	93	—	—	\$ 1,429
Current period settlements on non-trading derivatives	1,349	(696)	—	—	653
Retail gross margin	\$ 39,302	\$ 42,366	\$ —	\$ —	\$ 81,668

Significant Customers

For the years ended December 31, 2015, 2014 and 2013, we had one significant customer that individually accounted for more than 10% of the Company's combined and consolidated net asset optimization revenues.

Significant Suppliers

For the years ended December 31, 2015, 2014 and 2013, we had one significant supplier that individually accounted for more than 10% of the Company's combined and consolidated net asset optimization revenues cost of revenues.

For the years ended December 31, 2015, 2014 and 2013, the Company had four, three and one significant suppliers that individually accounted for more than 10% of the Company's combined and consolidated retail electricity retail cost of revenues, respectively.

15. Customer Acquisitions

During the first quarter of 2015, the Company entered into a purchase and sale agreement for the purchase of approximately 25,800 residential and commercial natural gas contracts in Northern California for a purchase price of \$2.0 million. The transaction closed in April 2015. The purchase price was capitalized as customer relationships in our consolidated balance sheet and is being amortized over a three-year period as customers use natural gas under a contract with the Company.

During the fourth quarter of 2014, the Company entered into two purchase and sale agreements for the purchase of approximately 13,400 variable rate electricity contracts in Connecticut for a purchase price of approximately \$2.2 million. The purchase prices are capitalized as customer relationships to be amortized over a three-year period as customers begin using electricity under a contract with the Company. As of December 31, 2014 the Company had paid and capitalized approximately \$1.5 million related to these purchases.

16. Equity Method Investment

Investment in eREX Spark Marketing Co., Ltd

In September 2015, the Company, together with eREX Co., Ltd., a Japanese company, entered into an agreement ("eREX JV Agreement") to form a new joint venture eREX Spark Marketing Co., Ltd ("eREX Spark"). As part of this agreement, the Company contributed 39.2 million Japanese Yen, or \$0.3 million, for 20% ownership of eREX Spark. As certain conditions under the eREX JV Agreement are met, the Company is committed to make additional capital contributions totaling 117.2 million Japanese Yen, or \$1.0 million (based on exchange rates at December 31, 2015) through November 2016. Additionally, the Company is entitled to share in 30% of the dividends distributed by eREX Spark for the first year a qualifying dividend is paid and for the subsequent four years thereafter. After this period, dividends will be distributed proportionately with the equity ownership of eREX Spark. eREX Spark's board of directors consists of four directors, one of whom is appointed by the Company.

Based on the Company's significant influence, as reflected by the 20% equity ownership and 25% control of the eREX Spark board of directors, we recorded the investment in eREX Spark as an equity method investment. Our investment in eREX Spark was \$1.2 million as of December 31, 2015, reflecting the initial contribution in September 2015 and expected additional contributions in 2016, and recorded in other assets in the consolidated balance sheet. There were no basis differences between our initial contribution and the underlying net assets of eREX Spark. We recorded our proportionate share of eREX Spark's loss of less than \$0.1 million in our combined and consolidated statement of operations for the year ended December 31, 2015.

17. Subsequent Events

Master Service Agreement with Retailco Services, LLC

We entered into a Master Service Agreement effective January 1, 2016 with Retailco Services, LLC, which is wholly owned by W. Keith Maxwell III. The Master Service Agreement is for a one -year term and renews automatically for successive one -year terms unless the Master Service Agreement is terminated by either party. Retailco Services, LLC will provide us with operational support services such as: enrollment and renewal transaction services; customer billing and transaction services; electronic payment processing services; customer services and information technology infrastructure and application support services under the Master Service Agreement.

Spark HoldCo will pay Retailco Services, LLC a monthly fee consisting of a monthly fixed fee plus a variable fee per customer per month depending on market complexity. Fees will be fixed for the first six months of the Master Service Agreement, and thereafter the parties will meet quarterly to adjust fees and service levels based on changes in assumptions.

Declaration of Dividends

On January 21, 2016, the Company declared a dividend of \$0.3625 per share to holders of record of our Class A common stock on February 29, 2016 which was paid on March 14, 2016.

Exchange of Spark HoldCo Units

On February 3, 2016, Retailco, LLC exchanged 1,000,000 of its Spark HoldCo units (together with a corresponding number of shares of Class B common stock) for shares of Class A common stock at an exchange ratio of one share of Class A common stock for each Spark HoldCo unit (and corresponding share of Class B common stock) exchanged.

Supplemental Quarterly Financial Data (unaudited)

Summarized unaudited quarterly financial data is as follows:

	Quarter Ended			
	2015			
	December 31, 2015	September 30, 2015	June 30, 2015 ⁽¹⁾	March 31, 2015
	(In thousands, except per share data)			
Total Revenues	\$ 94,840	\$ 91,267	\$ 70,243	\$ 101,803
Operating income	4,374	7,250	4,545	13,736
Net income	3,132	5,875	4,039	12,929
Net (loss) income attributable to Spark Energy, Inc. stockholders	(19)	1,314	161	2,409
Net (loss) income attributable to Spark Energy, Inc. per common share - basic	\$ (0.01)	\$ 0.42	\$ 0.05	\$ 0.80
Net (loss) income attributable to Spark Energy, Inc. per common share - diluted	\$ (0.01)	\$ 0.31	\$ 0.05	\$ 0.80

(1) Financial information has been recast to include results attributable to the acquisition of Oasis Power Holdings LLC on May 12, 2015 from an affiliate. See Note 3 "Acquisitions" for further discussion.

	Quarter Ended			
	2014			
	December 31, 2014	September 30, 2014	June 30, 2014	March 31, 2014
	(In thousands, except per share data)			
Total Revenues	\$ 82,742	\$ 68,217	\$ 65,941	\$ 105,976
Operating income (loss)	(12,786)	1,607	555	6,783
Net income (loss)	(11,394)	419	201	6,509
Net income (loss) attributable to Spark Energy, Inc. stockholders	(1,115)	1,061	—	—
Net income attributable to Spark Energy, Inc. per common share - basic	\$ (0.37)	\$ 0.35	N/A ⁽¹⁾	N/A ⁽¹⁾
Net income attributable to Spark Energy, Inc. per common share - diluted	\$ (0.37)	\$ 0.03	N/A ⁽¹⁾	N/A ⁽¹⁾

(1) Per share data is not meaningful prior to the Company's IPO, effective August 1, 2014, as the Company operated under a sole-member ownership structure.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

ITEM 9A. Controls and Procedures

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures as of the end of the period covered by this Annual Report on Form 10-K based on criteria issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (“COSO”) in *Internal Control – Integrated Framework*. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms.

Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost benefit relationship of possible controls and procedures.

Based on this evaluation, management concluded that our disclosure controls and procedures were effective as of December 31, 2015 at the reasonable assurance level. Management has changed its conclusion over disclosure controls since the latest reporting period, when a material weakness in our internal control over financial reporting was identified. In connection with the preparation of our restated financial statements for the quarter ended March 31, 2014, we concluded there was a material weakness in the design and operating effectiveness of our internal control over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis. The primary factors contributing to the material weakness, which relates to our financial statement close process, was that we did not have adequate policies and procedures in place to ensure that estimated retail revenues, cost of revenues and related imbalances for the three months ended March 31, 2014 were based on complete and accurate data and assumptions on a timely basis.

With the oversight of senior management, we have taken steps to remediate the underlying causes of the material weakness, primarily through the development and implementation of formal policies, improved processes and documented procedures to more precisely estimate and validate our recorded estimated retail revenues, retail cost of revenues and related imbalances in accordance with U.S. GAAP and on a timeline that ensures we can prepare our financial statements on a timely basis in compliance with reporting timelines under the Exchange Act. We also expanded our accounting resources, including the size and expertise of our internal accounting team, to effectively execute a quarterly close process on an appropriate time frame for a public company. With these changes in place, management now concludes that these controls are effective to remediate the material weakness identified for the quarter ended March 31, 2014.

Management believes the combined and consolidated financial statements included in this Annual Report on Form 10-K fairly represent in all material respects our financial condition, results of operations and cash flows at and for the periods presented in accordance with U.S. GAAP.

Changes in Internal Control over Financial Reporting

Other than as described above, there was no change in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during

[Table of Contents](#)

the three months ended December 31, 2015 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information

None.

PART III.

Item 10. Directors, Executive Officers and Corporate Governance

Information as to Item 10 will be set forth in the Proxy Statement for the 2016 Annual Meeting of Shareholders (the “Annual Meeting”) and is incorporated herein by reference.

Item 11. Executive Compensation

Information as to Item 11 will be set forth in the Proxy Statement for the Annual Meeting and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information as to Item 12 will be set forth in the Proxy Statement for the Annual Meeting and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

Information as to Item 13 will be set forth in the Proxy Statement for the Annual Meeting and is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services

Information as to Item 14 will be set forth in the Proxy Statement for the Annual Meeting and is incorporated herein by reference.

PART IV.

Item 15. Exhibits, Financial Statement Schedules

- (1) The combined and consolidated financial statements of Spark Energy, Inc. and its subsidiaries and the report of the independent registered public accounting firm are included in Part II, Item 8 of this Form 10-K.
- (2) All schedules have been omitted because they are not required under the related instructions, are not applicable or the information is presented in the combined and consolidated financial statements or related notes.
- (3) The exhibits listed on the accompanying Exhibit Index on page 131 are filed as part of, or incorporated by reference into, this Form 10-K.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

March 24, 2016

Spark Energy, Inc.

By: /s/ Georganne Hodges

Georganne Hodges

Chief Financial Officer (Principal Financial Officer
and Principal Accounting Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant in the capacities indicated on March 24, 2016:

By: /s/ Nathan Kroeker

Nathan Kroeker

Director, President and Chief Executive Officer

/s/ W. Keith Maxwell III

W. Keith Maxwell III

Chairman of the Board of Directors, Director

/s/ Georganne Hodges

Georganne Hodges

Chief Financial Officer (Principal Financial Officer
and Principal Accounting Officer)

/s/ James G. Jones II

James G. Jones II

Director

/s/ John Eads

John Eads

Director

/s/ Kenneth M. Hartwick

Kenneth M. Hartwick

Director

INDEX TO EXHIBITS

Exhibit	Exhibit Description	Form	Incorporated by Reference		
			Exhibit Number	Filing Date	SEC File No.
3.1	Amended and Restated Certificate of Incorporation of Spark Energy, Inc.	8-K	3.1	8/4/2014	001-36559
3.2	Amended and Restated Bylaws of Spark Energy, Inc.	8-K	3.2	8/4/2014	001-36559
4.1	Class A Common Stock Certificate	S-1	4.1	6/30/2014	333-196375
4.2	Convertible Subordinated Promissory Note of Spark HoldCo, LLC and Spark Energy, Inc. dated July 8, 2015 payable to Retailco Acquisition Co, LLC	10-Q	10.8	8/13/2015	001-36559
4.3	Convertible Subordinated Promissory Note of Spark HoldCo, LLC and Spark Energy, Inc. dated July 31, 2015 payable to Retailco Acquisition Co, LLC	10-Q	10.9	8/13/2015	001-36559
10.1	Amended and Restated Credit Agreement, dated as of July 8, 2015, among Spark Energy, Inc., as parent, Spark HoldCo, LLC, Spark Energy, LLC, Spark Energy Gas, LLC, CenStar Energy Corp, and CenStar Operating Company, LLC, as co-borrowers, Société Générale, as administrative agent, an Issuing Bank and a Bank, and SG Americas Securities, LLC and Compass Bank, as co-lead arranger, SG Americas Securities, LLC, as sole bookrunner, Compass Bank, as syndication agent, Cooperative Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland,” New York Branch, as documentation agent, and the other financial institutions signatory thereto.	8-K	10.1	7/9/2015	001-36559
10.2*	Amendment No. 1 to Amended and Restated Credit Agreement, dated October 30, 2015 and effective as of October 31, 2015, by and among Spark HoldCo, LLC, Spark Energy, LLC, Spark Energy Gas, LLC, CenStar Energy Corp, CenStar Operating Company, LLC, Oasis Power Holdings, LLC, Oasis Power, LLC, Spark Energy, Inc., the Banks party thereto and Société Générale, as administrative agent.				
10.3*	Amendment No. 2 to Amended and Restated Credit Agreement, dated and effective as of December 30, 2015, by and among Spark HoldCo, LLC, Spark Energy, LLC, Spark Energy Gas, LLC, CenStar Energy Corp, CenStar Operating Company, LLC, Oasis Power Holdings, LLC, Oasis Power, LLC, Spark Energy, Inc., the Banks party thereto and Société Générale, as administrative agent.				
10.4	Credit Agreement, dated as of August 1, 2014, by and among Spark Energy, Inc., as parent, Spark HoldCo, LLC, Spark Energy, LLC, and Spark Energy Gas, LLC, as co-borrowers, Société Générale, as administrative agent, an issuing bank and a bank, SG Americas Securities, LLC, as sole lead arranger and sole bookrunner, Natixis, New York Branch, Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., New York Branch, and RB International Finance (USA) LLC, as co-documentation agent, Compass Bank, as senior managing agent and the other financial institutions party hereto from time to time.	8-K	10.1	8/4/2014	001-36559
10.5	Tax Receivable Agreement, dated as of August 1, 2014, by and among Spark Energy, Inc., Spark HoldCo LLC, NuDevco Retail Holdings, LLC, NuDevco Retail, LLC and W. Keith Maxwell III.	8-K	10.2	8/4/2014	001-36559

Table of Contents

10.6*+	Master Service Agreement with an affiliate, dated as of December 15, 2015, by Spark HoldCo, LLC, a subsidiary of Spark Energy, Inc., with affiliates Retailco Services, LLC, and NuDevco Retail, LLC, whereby Retailco will provide operational services to Spark Energy, Inc.				
10.7†	Spark Energy, Inc. Long-Term Incentive Plan	S-8	4.3	7/31/2014	333-197738
10.8†	Form of Restricted Stock Unit Agreement	S-1	10.4	6/30/2014	333-196375
10.9†	Form of Notice of Grant of Restricted Stock Unit	S-1	10.5	6/30/2014	333-196375
10.10	Spark HoldCo, LLC Second Amended and Restated Limited Liability Agreement, dated as of August 1, 2014, by and among Spark Energy, Inc., NuDevco Retail Holdings and NuDevco Retail.	8-K	10.3	8/4/2014	001-36559
10.11	Indemnification Agreement, dated August 1, 2014, by and between Spark Energy, Inc. and W. Keith Maxwell III.	8-K	10.5	8/4/2014	001-36559
10.12	Indemnification Agreement, dated August 1, 2014, by and between Spark Energy, Inc. and Nathan Kroeker.	8-K	10.6	8/4/2014	001-36559
10.13	Indemnification Agreement, dated August 1, 2014, by and between Spark Energy, Inc. and Allison Wall	8-K	10.7	8/4/2014	001-36559
10.14	Indemnification Agreement, dated August 1, 2014, by and between Spark Energy, Inc. and Georganne Hodges.	8-K	10.8	8/4/2014	001-36559
		8-K	10.9	8/4/2014	001-36559
10.15	Indemnification Agreement, dated August 1, 2014, by and between Spark Energy, Inc. and Gil Melman.				
10.16	Indemnification Agreement, dated August 1, 2014, by and between Spark Energy, Inc. and James G. Jones II.	8-K	10.10	8/4/2014	001-36559
10.17	Indemnification Agreement, dated August 1, 2014, by and between Spark Energy, Inc. and John Eads.	8-K	10.11	8/4/2014	001-36559
10.18	Indemnification Agreement, dated August 1, 2014, by and between Spark Energy, Inc. and Kenneth M. Hartwick.	8-K	10.12	8/4/2014	001-36559
10.19	Indemnification Agreement, dated August 3, 2015, by and between Spark Energy, Inc. and Jason Garrett.	8-K	10.1	8/4/2015	001-36559
10.20	Registration Rights Agreement, dated as of August 1, 2014, by and among Spark Energy, Inc., NuDevco Retail Holdings, LLC and NuDevco Retail LLC.	8-K	10.4	8/4/2014	001-36559
10.21	Transaction Agreement II, dated as of July 30, 2014, by and among Spark Energy, Inc., Spark HoldCo, LLC, NuDevco Retail LLC, NuDevco Retail Holdings, LLC, Spark Energy Ventures, LLC, NuDevco Partners Holdings, LLC and Associated Energy Services, LP.	8-K	4.1	8/4/2014	001-36559
10.22	Employment Agreement, dated April 15, 2015, by and between Spark Energy, Inc. and Nathan Kroeker.	8-K	10.1	4/20/2015	001-36559
10.23	Employment Agreement, dated April 15, 2015, by and between Spark Energy, Inc. and Allison Wall.	8-K	10.2	4/20/2015	001-36559
10.24	Employment Agreement, dated April 15, 2015, by and between Spark Energy, Inc. and Georganne Hodges.	8-K	10.3	4/20/2015	001-36559
10.25	Employment Agreement, dated April 15, 2015, by and between Spark Energy, Inc. and Gil Melman.	8-K	10.4	4/20/2015	001-36559
10.26	Employment Agreement, dated August 3, 2015, by and between Spark Energy, Inc. and Jason Garrett.	8-K	10.1	8/4/2015	001-36559

Table of Contents

10.27	Membership Interest Purchase Agreement, dated as of May 12, 2015, by and between Retailco Acquisition Co, LLC and Spark HoldCo, LLC.	10-Q	10.5	5/14/2015	001-36559
10.28	Separation and Release Agreement, dated as of November 9, 2015, by and between Spark Energy, Inc. and Allison Wall.	10-Q	10.5	11/12/2015	001-36559
21.1*	List of Subsidiaries of Spark Energy, Inc.				
23.1*	Consent of KPMG				
31.1*	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.				
31.2*	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.				
32**	Certifications pursuant to 18 U.S.C. Section 1350.				
101.INS*	XBRL Instance Document.				
101.SCH*	XBRL Schema Document.				
101.CAL*	XBRL Calculation Document.				
101.LAB*	XBRL Labels Linkbase Document.				
101.PRE*	XBRL Presentation Linkbase Document.				
101.DEF*	XBRL Definition Linkbase Document.				

* Filed herewith

** Furnished herewith

† Compensatory plan or arrangement

+ Portions of this exhibit have been omitted and filed separately with the SEC pursuant to a request for confidential treatment.

AMENDMENT NO. 1

#5013676.3

THIS AMENDMENT NO. 1 (this “ Amendment ”), entered into on October 30, 2015 to be effective as of October 31, 2015 (the “ Effective Date ”), is made by and among **SPARK HOLDCO, LLC** , a Delaware limited liability company, **SPARK ENERGY, LLC** , a Texas limited liability company, **SPARK ENERGY GAS, LLC** , a Texas limited liability company, **CENSTAR ENERGY CORP** , a New York corporation, **CENSTAR OPERATING COMPANY, LLC** , a Texas limited liability company, **OASIS POWER HOLDINGS, LLC** , a Texas limited liability company, and **OASIS POWER, LLC** , a Texas limited liability company (jointly, severally and together, the “ Co-Borrowers ,” and each individually, a “ Co-Borrower ”), **SPARK ENERGY, INC.** , a Delaware corporation (the “ Parent ”), the Banks party hereto, and **SOCIÉTÉ GÉNÉRALE** , in its capacity as administrative agent under the Credit Agreement (as defined below) (in such capacity, the “ Agent ”). Capitalized terms used herein but not defined herein shall have the meanings specified by the Credit Agreement referred to below.

WITNESSETH:

WHEREAS , the Co-Borrowers, the Parent, the Agent and the financial institutions party thereto (the “ Banks ”) have entered into that certain Amended and Restated Credit Agreement dated as of July 8 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the “ Credit Agreement ”); and

WHEREAS , the parties hereto have agreed to make certain amendments to the Credit Agreement as provided for herein;

NOW THEREFORE , in consideration of the foregoing and the mutual agreements set forth herein, the parties hereto agree as follows:

SECTION 1. Amendments . As of the Effective Date, the definition of “ Net Working Capital ” in Section 1.01 of the Credit Agreement is hereby amended by inserting the following as new clause (a)(xiv), immediately following clause (a)(xiii): “ *and (xiv) excluding the unrealized portion of the “earnout” in connection with the Initial Permitted Acquisition from current liabilities* ”.

SECTION 2. Effectiveness . This Amendment shall be effective as of the Effective Date upon the satisfaction of the following conditions precedent:

(a) **Documentation** . The Agent shall have received counterparts hereof duly executed by the Co-Borrowers, the Parent, the Agent and the Majority Banks.

(b) **Fees and Expenses** . The Co-Borrowers shall have paid all costs and expenses which have been invoiced and are payable pursuant to Section 10.04 of the Credit Agreement.

(c) **Representations and Warranties** . The representations and warranties contained in Section 3 hereof and in each of the other Loan Documents shall be true and

correct in all material respects after giving effect to this Amendment (except to the extent such representations and warranties relate solely to an earlier date).

(d) No Default. After giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.

SECTION 3. Representations and Warranties. Each of the Co-Borrowers hereby represents and warrants that after giving effect hereto:

(a) The execution, delivery and performance by each Loan Party of this Amendment, have been duly authorized by all necessary corporate or limited liability company action, as applicable, and do not and will not contravene, conflict with or result in any breach or contravention of, or the creation of any Lien under any of such Loan Party's organizational and governing documents, or any document evidencing any contractual obligation to which such Loan Party is a party or any order, injunction, writ or decree of any Governmental Authority to which such Loan Party or its property is subject or any Requirement of Law, to the extent any such contravention, conflict or breach has or could reasonably be expected to have a Material Adverse Effect on the Loan Parties, taken as a whole.

(b) The representations and warranties of the Loan Parties contained in the Loan Documents are true and correct in all material respects on and as of the Effective Date and after giving effect to this Amendment (except to the extent such representations and warranties relate solely to an earlier date).

(c) No event has occurred and is continuing which constitutes a Default, an Event or Default or both.

SECTION 4. Ratification of Obligations. Each of the Loan Parties hereby ratifies and confirms its Obligations under the Credit Agreement and the other Loan Documents and acknowledges that all other terms, provisions and conditions of the Credit Agreement and the other Loan Documents remain unchanged (except as modified hereby) and are in full force and effect.

SECTION 5. Governing Law. This Amendment shall be governed by, and construed in accordance with, the law (without reference to principles of conflicts of laws other than Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

SECTION 6. Execution in Counterparts. This Amendment may be executed by facsimile signatures or other electronic means with the same force and effect as if manually signed and may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 7. Loan Document. This Amendment is a Loan Document.

SECTION 8. Headings. The headings set forth in this Amendment are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

SECTION 9. Entire Agreement. This Amendment, the Credit Agreement and the other Loan Documents constitute the entire agreement and understanding among the parties and supersede all prior agreements and understandings, whether written or oral, among the parties hereto concerning the transactions provided herein and therein.

SECTION 10. Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Signature Pages Follow]

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

CO-BORROWERS:

SPARK HOLDCO, LLC

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

SPARK ENERGY, LLC

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

SPARK ENERGY GAS, LLC

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

CENSTAR ENERGY CORP

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

CENSTAR OPERATING COMPANY, LLC

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

OASIS POWER HOLDINGS, LLC

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

OASIS POWER, LLC

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

PARENT:

SPARK ENERGY, INC.

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

SOCIÉTÉ GÉNÉRALE,
as Administrative Agent, an Issuing Bank
and a Bank

By: /s/ Barbara Paulsen
Name: Barbara Paulsen
Title: Managing Director

By: _____
Name: _____
Title: _____

Signature Page to Amendment No. 1
to Amended and Restated Credit Agreement
Spark Holdco, LLC, et al.

COMPASS BANK , as a Bank

By: /s/ Frank Carvelli
Name: Frank Carvelli
Title: Senior Vice President

Signature Page to Amendment No. 1
to Amended and Restated Credit Agreement
Spark Holdco, LLC, et al.

**COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.,
“RABOBANK NEDERLAND,” NEW YORK BRANCH , as a Bank**

By: /s/ Chan K. Park
Name: Chan K. Park
Title: Managing Director

By: /s/ Chung Tack Oh
Name: Chung Tack Oh
Title: Executive Director

Signature Page to Amendment No. 1
to Amended and Restated Credit Agreement
Spark Holdco, LLC, et al.

AMENDMENT NO. 2

#5082995.3

THIS AMENDMENT NO. 2 (this “ Amendment ”), entered into on December 30, 2015 to be effective as of December 30, 2015 (the “ Effective Date ”), is made by and among **SPARK HOLDCO, LLC** , a Delaware limited liability company, **SPARK ENERGY, LLC** , a Texas limited liability company, **SPARK ENERGY GAS, LLC** , a Texas limited liability company, **CENSTAR ENERGY CORP** , a New York corporation, **CENSTAR OPERATING COMPANY, LLC** , a Texas limited liability company, **OASIS POWER HOLDINGS, LLC** , a Texas limited liability company, and **OASIS POWER, LLC** , a Texas limited liability company (jointly, severally and together, the “ Co-Borrowers ,” and each individually, a “ Co-Borrower ”), **SPARK ENERGY, INC.** , a Delaware corporation (the “ Parent ”), the Banks party hereto, and **SOCIÉTÉ GÉNÉRALE** , in its capacity as administrative agent under the Credit Agreement (as defined below) (in such capacity, the “ Agent ”). Capitalized terms used herein but not defined herein shall have the meanings specified by the Credit Agreement referred to below.

WITNESSETH:

WHEREAS , the Co-Borrowers, the Parent, the Agent and the financial institutions party thereto (the “ Banks ”) have entered into that certain Amended and Restated Credit Agreement dated as of July 8 2015, as amended by that certain Amendment No. 1 dated effective as of October 30, 2015 (as amended and as may be further amended, restated, supplemented or otherwise modified from time to time, the “ Credit Agreement ”); and

WHEREAS , the parties hereto have agreed to make certain amendments to the Credit Agreement as provided for herein;

NOW THEREFORE , in consideration of the foregoing and the mutual agreements set forth herein, the parties hereto agree as follows:

SECTION 1. Amendments .

(a) Section 1.01 of the Credit Agreement is hereby amended to include the following new defined term in its appropriate alphabetical order:

“ Retailco ” means Retailco, LLC, a Texas limited liability company.

(b) Section 1.01 of the Credit Agreement is hereby amended by amending and restating the following defined terms in their entirety as follows:

“ Cure Contribution ” means an equity contribution by NuDevco Holdings (or Retailco as its successor in interest), NuDevco Retail or the holder of an Equity Interest in Parent permitted by the applicable organizational documents of Parent or the incurrence of Subordinated Debt permitted by Section 7.13(c) , in each case, for purpose of curing a Default or Event of Default which, without such contribution, would occur as a result of a failure to comply with Section 7.09(a) , (b), (c) or (d).

“ Tax Receivable Agreement ” means the Tax Receivable Agreement dated as of the Closing Date among Parent, HoldCo, NuDevco Holdings (or Retailco as its successor in interest), and NuDevco Retail.

(c) Section 7.15(c) of the Credit Agreement is hereby amended by replacing “ *NuDevco Holdings, NuDevco Retail and the holders of Equity Interests of Parent of HoldCo* ” with “ *the holders of Equity Interests of HoldCo* ”.

(d) Section 8.01(j) of the Credit Agreement is hereby amended by replacing clause (vi) in its entirety as follows:

(vi) Parent and W. Keith Maxwell III (or trusts established for the benefit of W. Keith Maxwell III or his family members which are Controlled by W. Keith Maxwell III), collectively, cease to, directly or indirectly, own 100% of the Equity Interests of HoldCo, or

SECTION 2. Effectiveness. This Amendment shall be effective as of the Effective Date upon the satisfaction of the following conditions precedent:

(a) Documentation. The Agent shall have received counterparts hereof duly executed by the Co-Borrowers, the Parent, the Agent and the Majority Banks.

(b) Fees and Expenses. The Co-Borrowers shall have paid all costs and expenses which have been invoiced and are payable pursuant to Section 10.04 of the Credit Agreement.

(c) Representations and Warranties. The representations and warranties contained in Section 3 hereof and in each of the other Loan Documents shall be true and correct in all material respects after giving effect to this Amendment (except to the extent such representations and warranties relate solely to an earlier date).

(d) No Default. After giving effect to this Amendment, no Default or Event of Default shall have occurred and be continuing.

SECTION 3. Representations and Warranties. Each of the Co-Borrowers hereby represents and warrants that after giving effect hereto:

(a) The execution, delivery and performance by each Loan Party of this Amendment, have been duly authorized by all necessary corporate or limited liability company action, as applicable, and do not and will not contravene, conflict with or result in any breach or contravention of, or the creation of any Lien under any of such Loan Party’s organizational and governing documents, or any document evidencing any contractual obligation to which such Loan Party is a party or any order, injunction, writ or decree of any Governmental Authority to which such Loan Party or its property is subject or any Requirement of Law, to the extent any such contravention, conflict or breach has or could reasonably be expected to have a Material Adverse Effect on the Loan Parties, taken as a whole.

(b) The representations and warranties of the Loan Parties contained in the Loan Documents are true and correct in all material respects on and as of the Effective Date and after giving effect to this Amendment (except to the extent such representations and warranties relate solely to an earlier date).

(c) No event has occurred and is continuing which constitutes a Default, an Event or Default or both.

SECTION 4. Ratification of Obligations. Each of the Loan Parties hereby ratifies and confirms its Obligations under the Credit Agreement and the other Loan Documents and acknowledges that all other terms, provisions and conditions of the Credit Agreement and the other Loan Documents remain unchanged (except as modified hereby) and are in full force and effect.

SECTION 5. Governing Law. This Amendment shall be governed by, and construed in accordance with, the law (without reference to principles of conflicts of laws other than Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

SECTION 6. Execution in Counterparts. This Amendment may be executed by facsimile signatures or other electronic means with the same force and effect as if manually signed and may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 7. Loan Document. This Amendment is a Loan Document.

SECTION 8. Headings. The headings set forth in this Amendment are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

SECTION 9. Entire Agreement. This Amendment, the Credit Agreement and the other Loan Documents constitute the entire agreement and understanding among the parties and supersede all prior agreements and understandings, whether written or oral, among the parties hereto concerning the transactions provided herein and therein.

SECTION 10. Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Signature Pages Follow]

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

CO-BORROWERS:

SPARK HOLDCO, LLC

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

SPARK ENERGY, LLC

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

SPARK ENERGY GAS, LLC

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

CENSTAR ENERGY CORP

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

CENSTAR OPERATING COMPANY, LLC

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

OASIS POWER HOLDINGS, LLC

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

OASIS POWER, LLC

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

PARENT:

SPARK ENERGY, INC.

By: /s/ Georganne Hodges
Name: Georganne Hodges
Title: CFO

SOCIÉTÉ GÉNÉRALE,
as Administrative Agent, an Issuing Bank
and a Bank

By: /s/ Michiel V.M. van der Voort
Name: Michiel V.M. van der Voort
Title: Managing Director

Signature Page to Amendment No. 2
to Amended and Restated Credit Agreement
Spark Holdco, LLC, et al.

COMPASS BANK , as a Bank

By: /s/ Tony Keranov
Name: Tony Keranov
Title: Vice President

Signature Page to Amendment No. 2
to Amended and Restated Credit Agreement
Spark Holdco, LLC, et al.

**COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.,
“RABOBANK NEDERLAND,” NEW YORK BRANCH** , as a Bank

By: /s/ Chan K. Park
Name: Chan K. Park
Title: Managing Director

By: /s/ Chung Tack Oh
Name: Chung Tack Oh
Title: Executive Director

Signature Page to Amendment No. 2
to Amended and Restated Credit Agreement
Spark Holdco, LLC, et al.

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE CONFIDENTIAL TREATMENT FOR THOSE TERMS HAS BEEN REQUESTED. THE REDACTED MATERIAL HAS BEEN SEPARATELY FILED WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH ASTERISKS (***)

MASTER SERVICE AGREEMENT

BY AND AMONG

SPARK HOLDCO, LLC

RETAILCO SERVICES, LLC

AND

NUDEVCO RETAIL, LLC

Dated Effective January 1, 2016

TABLE OF CONTENTS

[INTRODUCTION](#) 1 [AGREEMENTS](#) 1

<u>1. Definitions and Interpretations</u>	1
<u>1.1 Definitions</u>	1
<u>1.2 Interpretations</u>	1
<u>2. Servco Services</u>	2
<u>2.1 Provision of Services</u>	2
<u>2.2 Additional Services and Statements of Work</u>	2
<u>2.3 Improvements and Best Practices</u>	2
<u>2.4 Labor and Materials</u>	3
<u>2.5 Controls Environment</u>	3
<u>2.6 Audit Practices and Services</u>	3
<u>2.7 Agency Appointment</u>	3
<u>3. Fees / Payment</u>	3
<u>3.1 Fees</u>	3
<u>3.2 Expenses</u>	3
<u>3.3 Payment</u>	3
<u>3.4 Changes in Fees</u>	4
<u>4. Service Level Agreements and Penalties</u>	4
<u>4.1 Service Level Agreements (“SLAs”)</u>	4
<u>4.2 Service Level Payments</u>	4
<u>4.2.1 Credits or Payments</u>	4
<u>4.2.2 Calculation of Penalties</u>	4
<u>4.3 Damages</u>	4
<u>4.4 Limit on Payments or Credits</u>	5
<u>4.5 SLA Reporting</u>	5
<u>4.6 Changes in SLAs</u>	5
<u>5. Term and Termination</u>	5
<u>5.1 Term</u>	5
<u>5.2 Client’s Termination Rights</u>	5
<u>5.3 Servco’s Termination Rights</u>	6
<u>5.4 Effect of Termination</u>	6
<u>5.5 Transition Services</u>	7
<u>5.6 Transfer of Assets and Personnel to Client After Termination</u>	7
<u>5.7 Assumption of Servco’s Performance Obligations</u>	7
<u>6. Client Step-In Rights</u>	8
<u>6.1 Client’s Right to Take Control</u>	8
<u>6.1.1 Appointment of Third Party</u>	8
<u>6.1.2 Step-In Notice</u>	8
<u>6.1.3 Duty to Assist</u>	8

<u>6.1.4 No Remuneration.</u>	8
<u>6.1.5 Liability.</u>	8
<u>6.1.6 Cessation of step-in.</u>	8
<u>6.1.7 No Waiver of Termination Rights.</u>	9
<u>7. Reporting, Audit Rights and Governance</u>	9
<u>7.1 Reports.</u>	9
<u>7.2 Audits.</u>	9
<u>7.3 Governance.</u>	10
<u>7.4 Notice of Material Matters and Consultation.</u>	10
<u>7.5 Audit Committee of Client.</u>	10
<u>8. Indemnification; Liability</u>	11
<u>8.1 Indemnification by Servco.</u>	11
<u>8.2 Indemnification by Client.</u>	11
<u>8.3 Indemnification Procedures.</u>	12
<u>8.5 Limitation on Damages.</u>	12
<u>8.6 Consequential Damages.</u>	13
<u>8.7 Disclaimer of Warranties.</u>	13
<u>8.8 Pass-through Warranties.</u>	13
<u>8.9 Data Accuracy Representation.</u>	13
<u>9. Transfers, Ownership and Licenses</u>	13
<u>9.1 Initial Transfers of Assets, Intellectual Property and Contractual Rights.</u>	13
<u>9.2 Transfer of Personnel.</u>	14
<u>9.3 License to Client.</u>	15
<u>9.4 License to Servco.</u>	15
<u>9.5 Ownership of Intellectual Property and Assets.</u>	16
<u>9.6 Client Intellectual Property.</u>	16
<u>10. Confidential Information</u>	16
<u>11. Governing Law.</u>	17
<u>12. Insurance</u>	17
<u>12.1 Insurance.</u>	17
<u>13. Alternative Dispute Resolution Procedures</u>	18
<u>14. General</u>	20
<u>14.1 Compliance with Laws.</u>	20
<u>14.2 Representations.</u>	20
<u>14.3 Force Majeure.</u>	20
<u>14.4 Conflicts; Order of Precedence.</u>	21
<u>14.5 Assignment; Subcontracting.</u>	21
<u>14.6 Legal Notices.</u>	21
<u>14.7 Publicity.</u>	22
<u>14.8 Headings.</u>	23
<u>14.9 Independent Contractors.</u>	23
<u>14.10 Amendments and Waivers.</u>	23
<u>14.11 Severability.</u>	23

<u>14.12 Counterparts.</u>	23
<u>14.13 Entire Agreement.</u>	23
<u>14.14 No Third-Party Beneficiaries.</u>	23
<u>14.15 Survival.</u>	24
<u>14.16 Record Keeping.</u>	24
<u>14.17 Further Assurances.</u>	24
<u>14.18 Guaranty of Nudevco Retail, LLC.</u>	

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the “**Agreement**”) is entered into effective as of the 1st day of January, 2016 (the “**Effective Date**”), between RetailCo Services, LLC (“**Servco**”), a Texas limited liability company with its principal business address at 12140 Wickchester Lane, Suite 100, Houston, Texas 77079, and Spark Holdco, LLC (together with its Subsidiaries, “**Client**”), a Delaware limited liability company with its principal business address at 12140 Wickchester Lane, Suite 100, Houston, Texas 77079. Each of Servco and Client is sometimes referred to hereinafter as a “**Party**” and collectively as the “**Parties**”. NuDevco Retail, LLC (“NuDevco”), a Texas limited liability company with its principal business address at 12140 Wickchester Lane, Suite 100, Houston, Texas 77079, is an additional party to this Agreement solely for purposes of issuing the guaranty set forth in Section 14.18.

INTRODUCTION

1. Client is engaged in the business of marketing and selling natural gas and electricity to residential and commercial customers.
2. Client desires to outsource certain operational functions in the interest of obtaining such functions more efficiently and cost-effectively.
3. Servco, an affiliate of Client, desires to assume responsibility for providing such functions to Client.
4. Client desires to contract with Servco for the provision of, and Servco desires to provide certain services under, the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENTS

1. Definitions and Interpretations

1.1 Definitions. Capitalized terms used in this Agreement but not defined in the body of this Agreement shall have the meanings ascribed to them in Exhibit A. Capitalized terms defined in the body of this Agreement are listed in Exhibit A with reference to the location of the definitions of such terms in the body of this Agreement.

1.2 Interpretations. In this Agreement, unless a clear contrary intention appears: (a) the singular includes the plural and vice versa; (b) reference to a Person includes such Person’s successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity; (c) reference to any gender includes each other gender; (d) references to any Exhibit, Schedule, Section, Article, Annex, subsection and other subdivision refer to the corresponding Exhibits, Schedules, Sections, Articles, Annexes, subsections and other subdivisions of this Agreement unless expressly provided otherwise; (e) references in any Section or Article or definition to any clause means such clause of such Section, Article or definition; (f) “hereunder,” “hereof,” “hereto” and words of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement; (g) the word “or” is not exclusive, and the word “including” (in its various forms) means “including without limitation”; (h) each accounting term not otherwise defined in this Agreement has the meaning commonly applied to it in accordance with GAAP; (i) references to “days” are to calendar days; and (j) all references to money refer to the lawful currency of the United States. The Article and Section titles and headings in this Agreement are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

2. Servco Services

2.1 Provision of Services. Subject to the terms and conditions provided herein and in consideration of Client’s payment of the applicable fees set forth herein, Servco shall provide the services described in Exhibit B and in any applicable statement(s) of work issued under Section 2.2 (collectively, the “**Services**”) to Client and its Subsidiaries. Servco shall perform the Services in accordance with the service level agreements set forth in Exhibit C and shall cause the Services to be performed: (a) with qualified personnel (as to training, skill and experience); (b) in a good, professional and workmanlike manner; (c) consistent with industry standards and generally accepted practices; and (d) with the experience and expertise necessary to provide the Services in accordance with this Agreement.

As a part of the Services, Servco will continue and complete the current initiatives and projects currently being implemented by Client’s information technology group as set forth on Exhibit B.

2.2 Additional Services and Statements of Work. If Servco offers and Client elects to purchase additional Services (“**Additional Services**”), such Additional Services shall be described in one or more additional statements of work (a “**Statement of Work**”), which Statement of Work will include any mutually agreed upon changes in the pricing (i.e. additional compensation) to compensate Servco for such Additional Services. Each mutually agreed upon Statement of Work shall be signed by Servco and Client and, without any further amendment, shall automatically be incorporated into this Agreement. If the proposed Additional Services or series of Additional Services are not reasonably expected to require Servco to (i) spend more than one thousand (1,000) hours of work to perform the Additional Services or series of Additional Services, (ii) hire additional personnel in order to provide such Additional Services, or (iii) acquire additional assets to perform such Additional Services, then no Statement of Work shall be required and shall be deemed included in the then existing fees and expenses being paid by Client to Servco. Otherwise, a Statement of Work shall be mutually agreed to between Client and Servco.

2.3 Improvements and Best Practices. Servco will respond reasonably, promptly and in good faith to reasonable requests for system enhancements and modifications to support business functionality desired by Client and shall exercise commercially reasonable efforts to accommodate such requests on commercially reasonable terms and rates for similar services (for both the up front and incremental ongoing costs of such additional services, whether in the form of additional Servco personnel or additional hardware or software requirements). If such improvements are not reasonably expected to incur up front or ongoing costs to the level set forth in the penultimate sentence of Section 2.2, no incremental costs will be charged to Client.

2.4 Labor and Materials. Servco shall perform all work necessary to provide the Services in accordance with this Agreement. Except as provided in this Agreement or in a Statement of Work, Servco shall furnish and pay for all labor, materials, services, facilities, equipment and computer resources necessary to provide the Services and meet its obligations under this Agreement, excluding the Assigned Assets to be transferred to Servco upon execution of this Agreement by Client and Servco.

2.5 Controls Environment. Servco shall maintain the existing internal controls of Client that are in place over those functions that are being outsourced to Servco as of the Effective Date as more fully set forth on Exhibit D, as such controls may be revised from time to time as mutually agreed to by the Parties. The Parties acknowledge that additional or improved controls may be necessary in the future to assist Client in meeting its obligations to certify its internal control environment as a part of its financial reporting obligations as a public company. Servco shall implement such additional internal controls as proposed by Client in consultation with Servco; provided that, the Parties shall mutually agree on any additional Fees that may be necessary to accommodate Servco for any such additional controls pursuant to a Statement of Work. Initial expenses incurred by Servco to achieve initial compliance with Sarbanes-Oxley shall be borne by Servco unless such expenses exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), in which event the Parties shall mutually agree on a change to the Fees in Article 3 to mutually share in such cost.

2.6 Audit Practices and Services. Servco will perform an annual SSAE 16, SOC 1, Type II audit with regard to Servco’s billing and electronic data interchange service at its sole cost and expense and in compliance with the standards set forth by the American Institute of Certified Public Accountants. Servco will provide Client with the results of or reports produced from such audits as soon as practicable after completion of the audit, but in no event later than November 30, of each year for which the audit applies.

2.7 Agency Appointment. Solely with respect to the Services being provided by Servco on behalf of Client and solely to the extent necessary for Servco to provide such Services, Client hereby appoints Servco as its agent to act in Client’s name and on its behalf to enable Servco to provide the Services, including allowing Servco personnel to maintain and utilize Spark email addresses in their communications with utilities, customers, local distribution companies, independent system operators and others.

3. Fees / Payment

3.1 Fees. Client shall pay Servco the fees and other charges set forth in this Agreement (including the Pricing Schedule set forth in Exhibit E and as may be amended in writing by the Parties or otherwise supplemented by schedules of fees attached to specific Statements of Work or other schedules of fees agreed to in writing by the Parties) for the Services provided under this Agreement or any Statement of Work (collectively, the “**Fees**”).

3.2 Expenses. Servco shall pay all expenses that are incurred by Servco in providing the Services to Client hereunder.

3.3 Payment. Within ten (10) days of the end of each month, Servco shall invoice Client for the Services provided during such month. Client shall pay the full amount set forth in each invoice within ten (10) days after receipt of the invoice by Client. If Client in good faith disputes any portion of the invoice, then Client shall notify Servco in writing as soon as reasonably practicable but no later than twenty (20) days from the date of Client’s receipt of the invoice, specifying the amount that is disputed, and setting forth in reasonable detail the basis for the dispute (an “**Invoice Dispute Notice**”). Any payment disputes shall be resolved in accordance with the alternative dispute resolution procedures set forth in Article 13.

3.4 Changes in Fees. The Parties acknowledge and agree that the initial Fees are a mutual attempt by the Parties to allocate risk and costs between Client and Servco. During the first two calendar quarter periods (i.e. the first six months) commencing on the Effective Date, the Fees as set forth in this Section 3 shall not be changed. Within thirty (30) days following the end of the 2nd calendar quarter of 2016, and each calendar quarter thereafter, the Parties will meet to address the sufficiency and reasonableness of the Fees and shall mutually agree to any amendments to the Fees to reflect changes in assumptions based on actual results during the first two calendar quarters and each subsequent calendar quarter thereafter. While the Parties are negotiating any changes to the Fees, the existing Schedule of Fees shall remain in full force and effect. Any amendments or changes to the Schedule of Fees shall be retroactive to the beginning of the calendar quarter in which changes to the Fees are mutually agreed to.

4. Service Level Agreements and Penalties

4.1 Service Level Agreements (“SLAs”). Servco shall perform the services in accordance with the SLAs as set forth in Exhibit C.

4.2 Service Level Payments.

4.2.1 Credits or Payments. Client shall receive either a credit against subsequent invoices or a payment of cash (a “**Penalty Payment**”) upon the failure of Servco to meet the SLAs as set forth on Exhibit C. The Target column in Exhibit C will be utilized to determine the level of Penalty Payments upon which the credits or payments will be determined.

4.2.2 Calculation of Penalties.

i. Each month there will be a cap (the “**SLA Penalty Cap**”) which shall initially be equal to One Hundred Thirty Eight Thousand and No/100 Dollars (\$138,000) on the total Penalty Payments that may be owed by Servco to Client. Annually on January 30 of each year in which this Agreement is in effect commencing in 2017, the SLA Penalty Cap shall be adjusted based on the Fees charged for the prior year pursuant to the following formula: (total Fees payable for Services in the prior year ÷ 12) * 10%.

ii. In order to calculate the Penalty Payment during a particular month, the Parties shall add the percentage under the Penalty Allocation Percentage column of Exhibit C for each SLA that Servco failed to meet the required level during the applicable month and multiply the sum of such percentages by the SLA Penalty Cap, but in no event shall the Penalty Payment exceed the SLA Penalty Cap.

4.3 Damages. In addition to the Penalty Payments set forth in Section 4.2, if as a result of Servco’s failure to perform the services in accordance with the SLA’s as set forth in Exhibit C, Client suffers damages in an amount exceeding Five Hundred Thousand and No/100 Dollars (\$500,000), Servco agrees to pay to Client the damages suffered by Client less any Payment Penalties credited or paid by Servco to Client during the period of time such damages were incurred (the “**Damage Penalty**”).

4.4 Limit on Payments or Credits. In no event shall the total of all Penalty Payments and Damage Penalties applicable to performance in any twelve (12) month calendar period exceed the sum of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000).

4.5 SLA Reporting. Within fifteen (15) days following the end of each month, Servco shall provide a monthly report to Client on Servco’s performance and compliance with each SLA for such month, including the amount of SLA failures and the resulting Penalty Payments. Servco shall also provide Client with an annual report no later than February 15 of the following year detailing for each SLA failure the amount of Penalty Payments for the applicable reporting year.

4.6 Changes in SLAs. The Parties acknowledge and agree that the initial SLAs were established in an attempt to match the performance of Client’s personnel or the contractual requirements of Client’s third party service providers, if applicable, as of the Effective Date. Within thirty (30) days following the end of the first calendar quarter subsequent to the Effective Date, the Parties will meet to address the SLAs applicable during such calendar quarter to determine whether the SLAs need to be modified and shall mutually agree to any amendments to the SLAs as appropriate to reflect changes in assumptions based on actual results during the calendar quarter of operations under this Agreement. Within thirty (30) days following the end of each subsequent calendar quarter, the Parties will meet to address the SLAs applicable during the previous calendar quarter to determine whether any changes to such SLAs should be made. Any such change shall be mutually agreed to by the Parties in writing. While the Parties are negotiating any changes to the SLAs, the existing SLAs shall remain in full force and effect. Unless otherwise expressly agreed to in writing by the Parties, any amendments or changes to the SLAs shall be retroactive to the beginning of the calendar quarter in which a change to the SLAs are mutually agreed to.

5. Term and Termination

5.1 Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of one (1) year thereafter (the “ **Initial Term** ”). Thereafter, this Agreement shall automatically renew for successive one (1) year periods (“ **Renewal Terms** ”) unless terminated earlier in accordance in this Article 5. Collectively, the Initial Term and each successive Renewal Term shall be referred to herein as the “ **Term** ”.

5.2 Client’s Termination Rights. Client may terminate this Agreement:

- (a) upon thirty days (30) prior written notice to Servco for convenience and without cause;
- (b) immediately upon a material breach of this Agreement by Servco and written notice to Servco, which breach has not been cured by Servco after thirty (30) days prior notice of such breach;
- (c) upon written notice if Servco is unable for any reason to resume performance of the Services within sixty (60) days following the occurrence of an event of Force Majeure; and
- (d) upon written notice if: (i) Servco files any petition in bankruptcy; (ii) Servco has an involuntary petition in bankruptcy filed against it that is not both challenged and dismissed within any legally permitted time period after filing, or avails itself of or becomes subject to any petition or proceeding under any statute of any state or country relating to insolvency or the protection of the rights of creditors, or any other insolvency or liquidation proceeding, such as a Chapter 7 bankruptcy; (iii) Servco becomes insolvent; (iv) Servco makes a general assignment for the benefit of creditors; (v) Servco admits in writing its inability to pay its debts as they mature; (vi) Servco has a receiver appointed for its assets; (vii) Servco announces that it will stop conducting business, or actually stops doing so; or (viii) Servco has any significant portion of its assets attached.

5.3 Servco’s Termination Rights. Servco may terminate this Agreement:

- (a) upon thirty days (30) prior written notice to Client for convenience and without cause;
- (b) immediately upon a material breach of this Agreement by Client and written notice to Client, which breach has not been cured by Client after thirty (30) days prior notice of such breach;
- (c) upon written notice if Servco is unable for any reason to resume performance of the Services within sixty (60) days following the occurrence of an event of Force Majeure; and
- (d) upon written notice if: (i) Client files any petition in bankruptcy; (ii) Client has an involuntary petition in bankruptcy filed against it that is not both challenged and dismissed within any legally permitted time period after filing, or avails itself of or becomes subject to any petition or proceeding under any statute of any state or country relating to insolvency or the protection of the rights of creditors, or any other insolvency or liquidation proceeding, such as a Chapter 7 bankruptcy; (iii) Client becomes insolvent; (iv) Client makes a general assignment for the benefit of creditors; (v) Client admits in writing its inability to pay its debts as they mature; (vi) Client has a receiver appointed for its assets; (vii) Client announces that it will stop conducting business, or actually stops doing so; or (viii) Client has any significant portion of its assets attached..

5.4 Effect of Termination. Upon termination of this Agreement for any reason (subject to any applicable Transition Period, in which event the following provisions, shall not apply until the end of such Transition Period): (a) Servco shall immediately cease providing the Services to Client and all licenses granted hereunder shall terminate; (b) Client shall return to Servco all of Servco’s Confidential Information and shall, at Servco’s option, delete, destroy, or permanently erase any software installed in Client’s computer systems downloaded from the Services or from Servco in connection with the provision of the Services to Client by Servco; (c) Servco shall return to Client and, upon direction from the Client, destroy all remaining copies of Customer Data, Client Intellectual Property and other Client Confidential Information; and (d) Client shall promptly pay to Servco all unpaid fees due and owing.

5.5 Transition Services. Upon termination of this Agreement, unless otherwise requested by Client, Servco will reasonably cooperate with Client and provide reasonable assistance and information to enable Client to transition to a new platform and/or service provider, as applicable, and to continue to provide the Services in accordance with the terms hereof until such transition is complete (collectively the “Transition Services”). Such Transition Services will be provided at Servco’s then-current Fees (i.e., the Fees in effect at the time that notice of termination is given, regardless of whether the parties have begun discussions to renegotiate Fees under Section 3.4) and at the then current SLAs (i.e., the SLAs in effect at the time that notice of termination is given, regardless of whether the Parties have begun discussions to renegotiate SLAs under Section 4.6) for the Services rendered during the Transition Period. Transition Services shall be provided for so long as is necessary to enable Client to transition to a new platform and/or service provider (the “Transition Period”), provided that in no event shall the Transition Period exceed six (6) months from the effective date of termination of this Agreement. The terms and provisions of this Agreement, including Article 3

(excluding Section 3.4) and the SLAs thereunder (excluding Section 4.6), shall continue to apply with respect to Services during the Transition Period.

5.6 Transfer of Assets and Personnel to Client After Termination. Upon any termination of this Agreement or during a Transition Period under Section 5.5, and without prejudice to any other remedy Client may have hereunder, Client shall be entitled to cause Servco to assign to Client or its designee (i) all of the Assigned Assets that were transferred by Client to Servco, (ii) any future or additional assets that were paid for by Client as provided in Section 2.2 or Section 9.1 and (iii) any additional Client Work Made for Hire and Client Work Product created during the Term, in each case in (i), (ii) and (iii) to the extent they still exist, and (iii) Servco's then existing personnel (collectively, the "**Servco Infrastructure**"). Servco shall assist the Client in the transfer of the Servco Infrastructure to Client including without limitation: (a) the execution of transfer and assignment documentation sufficient to give Client good and marketable title to assets being assigned and rights under all agreements necessary to operate the Servco Infrastructure; (b) access to all information of Servco including Confidential Information data and records as may be requested to effect the transfer; (c) the transfer of the employees of Servco to Client; and (d) making the Servco workforce available to provide transition assistance to Client.

5.7 Assumption of Servco's Performance Obligations. At the end of any applicable Transition Period, Client shall assume responsibility for Servco's operations, including the provision of similar Services to Client and to any other customer of Servco under Servco's existing customer contracts and at the same rates such Services are being provided to such customers and under the terms and provisions of the third party customer contracts Servco has with such customers. Servco agrees that with respect to any third parties, including Affiliates of Servco, any agreements to provide services to such third parties by Servco will include provisions substantially the same as those set forth in Sections 5.2 and 5.3 (Termination Rights) and the rights of the Parties under Sections 3.4 (Change to Fees), 4.6 (Changes to SLAs) and Section 5.5 (Transition Services) as set forth in this Agreement and will include pricing provisions which would allow Client, if it is ever required to assume Servco's obligations as set forth in this Section 5.7), to recover its full costs of providing services to such third parties plus five percent (5%).

6. Client Step-In Rights

6.1 Client's Right to Take Control. Without prejudice to any other remedy Client may have hereunder, Client may at its discretion take control of so much of the Services as is necessary for that function to be performed if:

- (a) If the sum of all Penalty Payments and Damage Payments under the Agreement exceed \$2,000,000 in any rolling twelve (12) month period; or
- (b) Servco fails to meet any two of the Key SLAs (as defined below) for two (2) consecutive months.

For purposes of this Section 6.1, Key SLAs shall mean SLA No.s 2, 3, 4, 5 and 6 in Exhibit C. Servco shall continue to provide any remaining Services in accordance with this Agreement during any period in which step-in rights under this Section 6.1 are being exercised and shall continue to be compensated for the Services it continues to provide.

6.1.1 Appointment of Third Party. In connection with the exercise of the step-in rights in this Article 6, Client may obtain services similar to the Services elsewhere or may make any other arrangements considered necessary by the Client to obtain or maintain the applicable Services at Client's required levels.

6.1.2 Step-In Notice. Client will give written notice (the "**Step-In Notice**") to Servco as soon as practicable of its intention to exercise its rights under Article 6. This Step-In Notice shall include: (a) the reason for exercising such rights in reasonable detail; (b) details of the third party; and (c) description of the intended contract with any third party.

6.1.3 Duty to Assist. Servco shall assist the Client and the third party in the exercise of Client's step-in rights including: (a) facilitating access to Servco's relevant files and systems as required by the Client or the third party selected by Client after such third party's execution of a confidentiality agreement reasonably acceptable to Servco; (b) providing access to Client's Confidential Information, information, data and records as required by the Client or the third party selected by Client after such third party's execution of a confidentiality agreement reasonably acceptable to Servco; and (c) making Servco personnel available to provide information and assistance as required by Client or the third party selected by Client.

6.1.4 No Remuneration. Servco is not entitled to receive Fees, charges or any remuneration whatsoever that relate to the Services performed by the Client or any third party under this Article 6, other than the Fees payable by Client to Servco for any Services not being performed by Client or such third Party.

6.1.5 Liability. Neither the Client nor third party is liable to Servco for any act or omission during the period of step-in unless the act or omission is caused by Client's or such third party's negligence or willful misconduct.

6.1.6 Cessation of step-in. The step-in rights shall cease when: (a) Client determines, in its absolute discretion, that

Servco has the ability to meet the SLAs; (b) the Agreement is terminated by the Client or Servco; or (c) the Term expires with the passing of time.

6.1.7 No Waiver of Termination Rights. Nothing in this Article 6 prevents either Party from being entitled to give notice of termination.

7. Reporting, Audit Rights and Governance

7.1 Reports. In addition to the monthly and annual SLA reports issued pursuant to Section 4.5, Servco shall provide the following reports to Client within fifteen (15) days after the end of the applicable reporting period or earlier, as reasonably required by Client :

Update on implementation of internal controls structure at Servco.

Accounting reports as needed to close Client's books within the applicable accounting window.

Collateral mark to market report by the 3rd Business Day of each month. Collateral unbilled and accounts receivable by the 6th Business Day of each month.

Lykos month-end reporting starting on the third Business Day of each month.

Applicable reports to support the risk and supply group feeds to Sirius.

Applicable reports to Client's regulatory group regarding disconnections and reconnections for non-payment of bills for reporting to the Public Utility Commission of Texas.

Month-over-Month Call Center metrics report (provides trending on various KPIs).

Monthly CSAT/OOP detail reporting.

Reporting (weekly, monthly and on demand) reconciliations of revenue, payments, volume, counts, aging and adjustments to their respective amounts across systems. This reconciliation will occur between the respective CIS application (all systems used by Spark and associated brands), Gnosis 2 and Lykos by the close of the 2nd business day of each month. When variances occur, both parties agree to work in good faith to resolve in mutually agreed timeframes.

In addition, Servco shall make available to Client as needed access to Client's customer and other operating information.

7.2 Audits. Upon reasonable advanced written notice to Servco, Servco shall allow Client to:

- (a) Audit compliance with this Agreement (including internal controls testing) and applicable law at least twice during each calendar year;
- (b) Access Servco's records and supporting documentation as may be requested to audit and determine if Fees, Penalty Payments and SLA performance are accurate and are being calculated in accordance with this Agreement at least once per calendar year; and
- (c) Audit, evaluate and inspect Servco's books and records and interview Servco's personnel as may be reasonably necessary to allow Client to prepare any audit of Client's financial statements or to comply with any requirements of any regulatory agency, regulator or related inquiry or proceeding.

7.3 Governance. The Parties shall establish an executive committee consisting of the Chief Executive Officer and Chief Operating Officer (or functional equivalent) of each of Client and Servco which shall meet monthly as soon as practicable after the monthly reports under Section 4.5 and 7.1 have been delivered to Client but in no event later than the 20th day of each calendar month for the purpose of reviewing the monthly, quarterly and annual reports, as applicable, and to discuss and evaluate any material decisions or changes in Servco's business and the Services.

7.4 Notice of Material Matters and Consultation. Servco shall give ten (10) days prior written notice to Client prior to the occurrence of the following:

- (a) termination or material amendment of any material contract of Servco utilized in performing the Services;

- (b) change in the employment status of any of the top five (5) managers of Servco, unless such change is for cause;
- (c) termination or engagement of any vendor or service provider of a material nature or which would provide in excess of \$500,000 of services in any twelve (12) month period of which Client is a significant recipient;
- (d) acquisition, upgrade or termination of any system used by Servco to provide the Services to Client;
- (e) annual compensation, bonus and equity incentive grants for the top five (5) managers of Servco; and
- (f) material change in any existing business method or method of operations.

Upon written notice to Servco, Client shall be entitled to a formal consultation regarding any of the foregoing matters. Servco shall provide Client with such additional information as may be reasonably requested by Client in connection with the matter prior to any consultation under this Section 7.4. Servco shall in good faith consider any suggestions or recommendations made by Client with respect to any of the foregoing, it being agreed that the final decision with respect thereto shall be in Servco's reasonable discretion.

7.5 Audit Committee of Client. Upon written request of Client or the Audit Committee of the Board of Directors of Client, Servco shall present the annual reports required pursuant to Section 7.1 to the Audit Committee at a time reasonably convenient to the Audit Committee and Servco, which time may be at the first meeting of the Audit Committee in each calendar year. At any such meeting, the Chief Executive Officer (or functional equivalent) of Servco shall attend and shall respond to all reasonable inquiries of the Audit Committee.

8. Indemnification; Liability

8.1 Indemnification by Servco. Servco hereby agrees to indemnify, hold harmless and defend Company, its Subsidiaries, and any member, director, officer, employee or agent thereof, from and against all third-party claims, demands, actions, losses, damages or expenses (including reasonable attorney's fees and court costs related to such defense) (collectively "**Liabilities**") arising out of or resulting from:

- (a) willful misconduct or negligence of Servco, its affiliates and subcontractors and their personnel and agents;
- (b) bodily injury or death of any Person or damage to real and/or tangible personal property caused by the acts or omission of Servco, its affiliates and subcontractors and their personnel or agents;
- (c) any breach of any of the Assigned Agreements by Servco that occurs subsequent to the Effective Date;
- (d) any breach of any representation, warranty, covenant or other obligation of Servco under this Agreement;
- (e) Servco's infringement of any license, patent, trade secrets, copyrights, trademarks, service marks, trade names or any other intellectual property rights alleged to have occurred, related to the performance of the Services subsequent to the Effective Date;
- (f) employment claims made by the personnel and agents of Servco and its affiliates and subcontractors; and
- (g) any acts or omissions of Servco in providing Services to Persons other than Client.

8.2 Indemnification by Client. Client hereby agrees to indemnify, hold harmless and defend Servco, its affiliates (excluding any Subsidiaries of Spark Energy), and any member, director, officer, employee or agent thereof, from and against all Liabilities arising out of or resulting from:

- (a) willful misconduct or negligence of Client, its Subsidiaries and subcontractors and their personnel and agents;
- (b) bodily injury or death of any Person or damage to real and/or tangible personal property caused by the acts or omission of Client, its Subsidiaries and subcontractors and their personnel or agents;
- (c) any breach of any of the Assigned Agreements by Client that occurred prior to the Effective Date;
- (d) any breach of any representation, warranty, covenant or other obligation of Client under this Agreement;

- (e) Client's infringement of any license, patent, trade secrets, copyrights, trademarks, service marks, trade names or any other intellectual property rights alleged to have occurred, related to its operations;
- (f) employment claims made by the personnel and agents of Client and its Subsidiaries;
- (g) any acts or omissions of Client while it is exercising its Step-In Rights pursuant to Article 6; and
- (h) any acts or omissions of Client in providing services to third parties, including Affiliates of Servco, pursuant to Section 5.7.

8.3 Indemnification Procedures. The Party seeking indemnity (the **"Indemnified Party"**) shall notify the other Party (the **"Indemnifying Party"**) promptly in writing of any claim for indemnification hereunder. At the Indemnifying Party's cost and expense, the Indemnifying Party shall promptly take control of the defense of such claim, and shall defend such claim, including the control of the defense and all related settlement negotiations; provided that the Indemnified Party shall be fully released in connection with any final settlement and shall be entitled to approve the final settlement. The Indemnified Party shall provide the Indemnifying Party with reasonably requested assistance, information, and authority to perform the above. If the Indemnifying Party does not assume control of the defense of the claim for which indemnity is being sought, the Indemnified Party may defend such claim in such manner, as it deems appropriate at the cost and expense of the Indemnifying Party.

8.4 EXPRESS NEGLIGENCE DOCTRINE . The indemnification provisions in Sections 8.1(f) and 8.2(f) shall be enforceable regardless of whether the liability is based upon, and regardless of whether any person (including the person from whom indemnification is sought) alleges or proves, the sole, concurrent, contributory or comparative negligence of the person seeking indemnification.

8.5 Limitation on Damages. Each of the Parties shall be liable to the other for any damages arising out of its performance or failure to perform its obligations under this Agreement; provided, however, that the aggregate damages payable by either Party to the other Party hereunder shall not exceed Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000). This limitation expressly excludes the Parties' indemnification obligations under this Article 8, the obligations to make Penalty Payments under Article 4 and the obligation to pay the Fees to Servco under Article 3.

8.6 Consequential Damages. Except in connection with a Party's indemnification obligations hereunder applicable to third party claims, in no event shall any Party hereto be liable to the other Party for consequential, incidental, punitive, special, exemplary or indirect damages or expenses (including, without limitation, lost profits or other economic loss, lost reimbursements, lost data, or lost savings), even if such Party was advised of the possibility of the occurrence of such damages .

8.7 Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND THE EXHIBITS AND STATEMENTS OF WORK HERETO, THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS-IS" BASIS WITH NO WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, AND SERVCO AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.8 Pass-through Warranties. Client shall to the extent reasonably possible and permissible, pass-through to Servco all available warranties for hardware, software and services assigned by Client to Servco. In addition, with respect to any assets assigned by Servco to Client pursuant to Section 5.6, Servco shall to the extent reasonably possible and permissible, pass-through to Client all available warranties for hardware, software and services applicable to such assets.

8.9 Data Accuracy Representation.

Servco represents and warrants that at all times during the Term, Customer Data will be (a) generated and maintained in the same or similar manner that Client generated and maintained such Customer Data prior to the Effective Date and will use commercially reasonable efforts to ensure the accuracy and completeness of such Customer Data consistent with Client's prior practices, and (b) provided to Client in the same or similar manner that such Customer Data was provided to Client in meeting its financial reporting and other regulatory and legal obligations prior to the Effective Date of this Agreement.

"Customer Data" means all data and information that is submitted, directly or indirectly, to Servco by Client or generated, obtained or learned by Servco in connection with the Services under this Agreement. The raw data and detailed supporting information and reports relating to performance against service levels constitute Customer Data.

9. Transfers, Ownership and Licenses

9.1 Initial Transfers of Assets, Intellectual Property and Contractual Rights. Simultaneous with the execution of this Agreement and as a condition to Servco's obligations hereunder, Servco and Client (and Client's Subsidiaries as applicable) shall enter into: (a) an assignment and assumption of the contracts listed on Exhibit F (the "**Assigned Contracts**") in a form mutually agreed to by Servco and Client; and (b) an assignment and bill of sale for the assets and intellectual property set forth on Exhibit G (the "**Assigned Assets**") in form mutually agreed to by Servco and Client. In addition, if any future or additional assets that are capable of being capitalized under GAAP are needed by Servco to perform the Services for Client, such future or additional assets shall, in Client's sole discretion, either be (i) acquired by Client for use by Servco as Client's agent or (ii) acquired by Servco, the cost of which would be addressed in accordance with Section 2.2.

9.2 Transfer of Personnel. Simultaneous with the execution of this Agreement and as a condition to Servco's obligations hereunder, certain of Client's personnel that previously were involved in providing services substantially similar to the Services, will be transferred to Servco and will become employees of Servco on similar terms as those being provided by Client at the Effective Date. In connection with such transfer of Client's employees, the following shall apply:

(a) Each former Client employee hired by Servco shall receive credit for prior service with Client or its Affiliates for purposes of (i) paid time off ("**PTO**") accrual and (ii) 401(k) plan vesting. In addition, each such employee shall be offered the opportunity to participate in the Servco employee benefit programs. For purposes of determining the number of PTO days to which each of the Client's employees hired by Servco shall be entitled from and after such employee's employment Date, Servco shall credit or shall cause to be credited all PTO days accrued or earned but not yet taken by such employee as of his or her employment date.

(b) Client agrees that nothing contained in this Agreement or the hiring of Client employees by Servco shall in any way effect the vesting of any restricted stock unit awards previously granted to such Client employees under its long term incentive plan and further agrees that it will take all actions necessary to effectuate the foregoing.

(c) Client agrees that if it determines in its sole and absolute discretion that bonuses were earned for service in 2015 by any of the Client's employees that are subsequently hired by Servco, such bonuses shall be paid to such employees by Servco. With respect to such bonuses that are paid by Servco covering former Client employees, Client agrees to reimburse Servco for such bonuses within three Business Days following its receipt of invoice from Servco covering such paid bonuses. Servco shall pay 2015 bonuses pursuant to Client's written instructions no later than five Business Days following payment of 2015 bonuses by Client to Client's employees. Client shall be entitled in its sole and absolute discretion to issue equity awards under its long-term incentive plan to key Servco employees.

(d) Client further agrees that consistent with past practices, it shall accrue for bonuses to be paid to employees of Servco providing Services on behalf of Client for full year 2016 and all subsequent years during the term of this Agreement. If, in its sole and absolute discretion, Client determines that bonuses should be paid to Servco employees, Client shall inform Servco of such fact, including the amounts approved for such bonus payments. Client shall reimburse Servco up to the amounts approved by Client for Servco employee bonus payments ("**Approved Bonus Payments**") upon Servco's payment of such employee bonus payments by Servco to its employees within three Business Days following its receipt of invoice from Servco. Notwithstanding the foregoing, any decisions by Servco to pay any other bonuses or increases to the Approved Bonus Payments to Servco employees shall be made in Servco's sole and absolute discretion. All Approved Bonus Payments shall be made no later than five Business Days following payment of the applicable year's bonus payments by Client to Client's employees. Client agrees that its decision regarding bonuses to be paid to Servco employees shall be made in the same manner as it does for its own employees and in a manner consistent with past practices.

(e) Nothing in this Agreement shall be deemed to (i) give rise to any rights, claims, benefits or causes of action to a Client employee or a former Client employee hired by Servco or any Servco employee, (ii) prevent, restrict, or limit Servco or any of its Affiliates, from modifying or terminating any of their benefit plans, programs or policies from time to time as they may deem appropriate, subject only to compliance with the express provisions of this Agreement for the benefit of Client or (iii) require Client or any of its Affiliates to modify or terminate any of their benefit plans, programs or policies, or prevent, restrict or limit Client or any of its Affiliates from modifying or terminating any of their benefit plans, programs or policies from time to time as they may deem appropriate, subject only to compliance with the express provisions of this Agreement. The provisions of this Agreement are solely for the benefit of the parties hereto and nothing in this Agreement, express or implied, shall confer upon any current or former Client Employee, Servco Employee, or legal representative or beneficiary thereof, any rights or remedies, including any right to employment or continued employment for any specified period, or compensation or benefits of any nature or kind whatsoever under this Agreement. Nothing in this Agreement, express or implied, shall be deemed an amendment of any employee benefit plan, program, policy or agreement providing benefits to any Client employee, former Client employee or Servco employee.

9.3 License to Client. Subject to the terms and conditions of this Agreement, Servco hereby grants to Client, during the Term, a non-transferable, non-exclusive, royalty free, non-sub-licensable license to: (i) use the Services in conjunction with Client's systems, applications, and business practices, in order to facilitate Client's transactions with Customers; (ii) provide access to the Services solely to Customers, employees, consultants or contractors of Client who have been expressly authorized to receive credentials to access and enable the use of the Services ("**Authorized Users**"); and (iii) use all data developed as a part of the Services, including results, customer information, historical financial and operating data and other information; provided that the term for the license under this subsection (iii) shall be perpetual and transferable. This license shall extend to third parties providing services to Client to the extent necessary to receive the benefit of the Services. The foregoing license shall be limited to Client's

receiving the Services in the operation of its business. Servco shall take all necessary actions with its licensors to ensure that Client is an authorized sub-licensee of such sub-licensors.

9.4 License to Servco. Subject to the terms and conditions of this Agreement, Client hereby grants to Servco and its Subsidiaries, during the Term, a non-transferable, non-exclusive royalty free, revocable, non-sub-licensable license to use (a) Client's assets, systems, applications and data, including its servers in performing the Services on behalf of Client and on behalf of Affiliates of Servco; provided that any usage of Client's systems by Affiliates of Servco shall in no way compromise or restrict Client's access or use of such systems, applications or data; and (b) the Client Intellectual Property, including the access, use, transmission, modification, duplication and distribution of Client Data and the display of the Client Trademarks, solely for purposes of providing the Services to Client. This license shall extend to any third parties providing services to Servco to the extent Servco subcontracts any of its obligations hereunder pursuant to and in accordance with Section 14.5 provided that such third parties are bound by confidentiality and other obligations similar to those of Servco hereunder.

9.5 Ownership of Intellectual Property and Assets. Subject to the transfers contemplated in Section 9.1 above, each Party retains all right, title and interest in and to its assets and intellectual property owned by such Party. Client shall retain ownership of the Client Intellectual Property whether currently existing or developed after the Effective Date; provided that Servco shall be granted a non-transferable, non-exclusive, royalty free, revocable and non-sub-licensable license to use that portion of the Client Intellectual Property for the provision of services to third parties, which shall terminate in the event Servco ceases to provide such services to third parties. To the extent Servco acquires any interest in, or is deemed to own any of, the Client Intellectual Property, Servco shall execute such documentation as is necessary to enforce or evidence Client's ownership rights in the Client Intellectual Property.

9.6 Client Intellectual Property. Client Intellectual Property includes Client Data, Client Trademarks, Client Work Product and Client Work Made for Hire. Upon termination of the Agreement, Servco shall return the Client Intellectual Property to Client.

10. Confidential Information

Any Party (the "**Disclosing Party**") may from time to time disclose Confidential Information to any other Party (the "**Recipient**"). "**Confidential Information**" is all non-public, confidential, and/or proprietary information concerning the business, technology, and strategies of the Disclosing Party that is conveyed to the Recipient orally or in tangible form and is either identified or marked as "confidential" or "proprietary" or, under the circumstances surrounding its disclosure, or due to its nature or sensitivity, should be reasonably understood by the Recipient as intended by the Disclosing Party to be treated as "confidential" and subject to the terms of this Agreement. Without limiting the generality of the foregoing, each Party agrees that (a) Confidential Information of Servco includes the software, all source code, documentation, inventions, know-how, methods, designs, specifications, updates and any and all other materials and information related to the Services; and (b) Confidential Information of Client includes all Client Data, Client Intellectual Property, Client business processes, Client marketing strategies and copies and details of the Client's agreements with its customers. During the Term and for a period of two (2) years thereafter (and indefinitely with respect to any Confidential Information that meets the definition of a "Trade Secret" under applicable law and any personally identifying information, including, but not limited to, names, addresses and e-mail addresses), Recipient will keep in confidence and trust and will not disclose or disseminate, or permit any employee, agent or other party working under Recipient's direction to disclose or disseminate, the existence, source, content or substance of any Confidential Information to any other party. Recipient shall use Confidential Information of the Disclosing Party only as necessary for the performance of this Agreement. Recipient will employ at least the same methods and degree of care (but no less than reasonable care) as Recipient employs with respect to its own Confidential Information of similar import to prevent the unauthorized disclosure or misappropriation of the Disclosing Party's Confidential Information. Recipient will furnish the Confidential Information only to its and its affiliates' employees, independent contractors, and agents who have (a) a bona fide need to know the Confidential Information to perform the obligations hereunder, (b) been informed of the confidential nature of the Confidential Information, and (c) agreed in writing to be bound by obligations of confidentiality no less restrictive than the terms and conditions set forth in this Agreement. The Receiving Party shall be responsible for any breach of confidentiality by such persons. The commitments in this Agreement will not impose any obligations on the Recipient with respect to any portion of the Confidential Information which: (i) is now generally known or available, or which hereafter, through no wrongful act or failure to act on the part of Recipient, becomes generally known or available in the public domain; (ii) is rightfully known by the Recipient prior to or at the time of receiving such information from the Disclosing Party or its representatives; (iii) is furnished to Recipient by a third party without any known restriction on disclosure and without a breach by such third party of any confidentiality undertaking with respect thereto; (iv) is independently developed by the Recipient without the use of the Disclosing Party's Confidential Information or the breach of this Agreement; or (v) is approved for disclosure without further obligations of confidentiality by the express written authorization of the Disclosing Party. Notwithstanding anything herein to the contrary, the Recipient may disclose

Confidential Information that is required to be disclosed by order or mandate of an instrumentality of the government, including, but not limited to, any court, tribunal or administrative agency; provided, however, that, prior to making such disclosure, to the extent legally permissible, the Recipient shall give the Disclosing Party as much advance notice as is reasonably practicable under the circumstances so as to permit the Disclosing Party to take commercially reasonable actions at its own expense to prevent disclosure. Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of Confidential Information and that each Party may seek, without waiving any other rights or remedies, such injunctive or equitable relief as may be available in a court of competent jurisdiction. At the Disclosing Party's option, Recipient shall promptly either destroy all Confidential Information in tangible or intangible form in its possession, or return all such copies to the Disclosing Party, and in either event, provide a written certification confirming the same, promptly upon the Disclosing Party's written request.

11. Governing Law. This agreement will be governed by the laws of the State of Texas, regardless of the choice of law principals thereof.

12. Insurance

12.1 Insurance. Servco will obtain and maintain during the term of this Agreement the following types of insurance, in amounts not less than the following: (a) statutory limits worker's compensation and employer's liability in the amount of not less than \$1,000,000 per occurrence; (b) commercial general liability in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (c) commercial automobile liability (including all owned, non-owned and hired vehicles) in the amount of not less than \$1,000,000 combined single limit; and (d) umbrella liability insurance in amount of not less than \$5,000,000 per occurrence. Each such policy (excepting workers compensation and employers liability) shall list Client as an "additional insured". Workers compensation and employer's liability, commercial general liability and commercial automobile coverage shall be primary coverage. Umbrella liability follows the commercial general liability form, but is excess by nature. Workers compensation and employer's liability, commercial general liability, and commercial automobile coverage shall provide waiver of subrogation in favor of Client. Workers compensation and employer's liability, commercial general liability, commercial automobile coverage and umbrella liability coverage shall provide that the insurer shall give thirty (30) days prior written notice to Client prior to cancellation. Upon written request, copies of such policies or certificates thereof shall be delivered to Client by Servco. Servco shall cause each of its subcontractors to carry insurance of the types and amounts necessary to cover risks inherent in the work of that subcontractor. When requested by Client, Servco shall furnish Client with certificates of insurance evidencing coverage for each subcontractor.

13. Alternative Dispute Resolution Procedures

13.1 Any dispute, controversy or claim arising out of or relating to this Agreement, (except in connection with the exercise of any termination rights under Sections 5.2(a) and 5.3(a), which termination rights shall be absolute and unfettered), or the breach or performance hereof, including, but not limited to, any disputes concerning the interpretation of the terms and provisions hereof, shall be resolved through the use of the following procedures:

- (a) The Parties will initially attempt in good faith to resolve any disputes, controversy or claim arising out of or relating to this Agreement.
- (b) Should the Parties directly involved in any dispute, controversy or claim be unable to resolve same within a reasonable period of time, such dispute, controversy or claim shall be submitted to the senior executives of the Parties (the "**Senior Executives**") with such explanation or documentation as the Parties deem appropriate to aid the Senior Executives in their consideration of the issues presented. The date the matter is first submitted to the Senior Executives shall be referred to as the "**Submission Date**." The Senior Executives shall attempt in good faith, through the process of discussion and negotiation, to resolve any dispute, controversy, or claim presented to it within ten (10) Days after the Submission Date.
- (c) If the Senior Executives cannot so resolve any dispute, controversy, or claim submitted to it within ten (10) Days after the Submission Date, the Parties shall attempt in good faith to settle the matter by submitting the dispute, controversy or claim to mediation within twenty (20) Days after the Submission Date using any mediator upon which they mutually agree. If the Parties are unable to mutually agree upon a mediator, the case shall be referred for mediation to the office of Judicial Arbitration and Mediation Services, Inc. ("JAMS") in Houston, Texas. The cost of the mediator will be split equally between the Parties unless they agree otherwise in writing.
- (d) If the matter has not been resolved pursuant to the aforesaid mediation procedure within thirty (30) Days of the initiation of such procedure, or if either Party will not participate in such mediation, either Party may request that the matter be resolved through arbitration by submitting a written notice (the "**Arbitration Notice**") to the other.

Any arbitration that is conducted hereunder shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, and will not be governed by the arbitration acts, statutes, or rules of any other jurisdiction.

- (e) The Arbitration Notice shall name the noticing Party's arbitrator and shall contain a statement of the issue(s) presented for arbitration. Within fifteen (15) Days of receipt of an Arbitration Notice, the other Party shall name its arbitrator by written notice to the other and may designate any additional issue(s) for arbitration. The two named arbitrators shall select the third arbitrator within fifteen (15) Days after the date on which the second arbitrator was named. Should the two arbitrators fail to agree on the selection of the third arbitrator, either Party shall be entitled to request the Senior Judge of the United States District Court for the Southern District of Texas to select the third arbitrator. All arbitrators shall be qualified by education or experience within the electric and natural gas retail marketing industry to decide the issues presented for arbitration. No arbitrator shall be: (i) a current or former director, officer, or employee of either Party or its Affiliates; (ii) an attorney (or member of a law firm) who has rendered legal services to either Party or its Affiliates within the preceding three years; or (iii) an owner of any of the Voting Interest of either Party, or its Affiliates.
- (f) The three arbitrators shall commence the arbitration proceedings within twenty-five (25) Days following the appointment of the third arbitrator. The arbitration proceedings shall be held at a mutually acceptable site and if the Parties are unable to agree on a site, the arbitrators shall select the site. The arbitrators shall have the authority to establish rules and procedures governing the arbitration proceedings. Each Party shall have the opportunity to present its evidence at the hearing. The arbitrators may call for the submission of pre-hearing statements of position and legal authority, but no post-hearing briefs shall be submitted. The arbitration panel shall not have the authority to award (i) punitive or exemplary damages or (ii) consequential damages, except as expressly provided herein. The arbitrators' decision must be rendered within thirty (30) Days following the conclusion of the hearing or submission of evidence, but no later than ninety (90) Days after appointment of the third arbitrator.
- (g) The decision of the arbitrators or a majority of them, shall be in writing and shall be final and binding upon the Parties as to the issue(s) submitted. The cost of the hearing shall be shared equally by the Parties, and each Party shall be responsible for its own expenses and those of its counsel or other representatives. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection it may have to the arbitrability of any such disputes, controversies or claims and further agrees that a final determination in any such arbitration proceeding shall be conclusive and binding upon each Party. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing Party shall be entitled to recover reasonable attorneys' fees and court costs in any court proceeding relating to the enforcement or collection of any award or judgment rendered by the arbitration panel under this agreement.
- (h) All deadlines specified herein may be extended by mutual written agreement of the Parties. The procedures specified herein shall be the sole and exclusive procedures for the resolution of disputes between the parties arising out of or relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite such action, the Parties will continue to participate in good faith in the procedures specified herein. All applicable statutes of limitation, including, without limitation, contractual limitation periods provided for in this Agreement, shall be tolled while the procedures specified in this Section are pending. The Parties will take all actions, if any, necessary to effectuate the tolling of any applicable statutes of limitation.

13.2 Continued Performance. Each Party agrees to continue to perform its obligations under this Agreement while any dispute is being resolved, unless and until: (a) such obligations are terminated by the termination or expiration of this Agreement; or (b) otherwise ordered pursuant to a ruling by the arbitration panel, or the issuance of a temporary restraining order or other preliminary injunctive relief.

14. General

14.1 Compliance with Laws. Each Party shall at all times comply with all applicable laws, statutes, rules, regulations and ordinances, including without limitation those governing wages, hours, desegregation, employment discrimination, health and safety. Servco has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Servco shall work with any governmental authorities that regulate Client in an open and cooperative way and shall provide access to its information and procedures as may be necessary for Client to respond to regulatory inquiries and other legally required requests for information.

14.2 Representations. Each Party represents and warrants that (a) it is a business entity duly organized, validly existing,

and in good standing in the jurisdiction in which it is formed, and that it has the full power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement; (b) it has no outstanding agreement that is in conflict with any of the provisions of this Agreement or that would preclude it from complying with the provisions hereof; (c) it is in material compliance with all applicable laws, regulations and rules of any government body or other competent authority relating to its business and performance under this Agreement; and (d) it has the financial capability to meet its obligations under this Agreement.

14.3 Force Majeure. Except for the payment of money by Client for Services delivered by Servco prior to the occurrence of a Force Majeure, if the performance of any obligation under this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, earthquake, riot, fire, judicial or governmental action, labor disputes, act of God, war, and, to the extent not caused by Servco, any communication lines failures or blackout/failure of the Internet, or any other causes or third party disruptions beyond the reasonable control of either Party (each a “ **Force Majeure** ”), then that Party will be excused from such obligation to the extent that it is prevented, hindered, delayed or otherwise made impracticable by a Force Majeure; provided that, (i) as soon as practicable, the affected Party notifies the other Party of the Force Majeure and the measures it will undertake to reduce the impact thereof, and uses commercially reasonable efforts to resume the performance of its obligations hereunder as soon as the source and effect of such Force Majeure event is eliminated .

14.4 Conflicts; Order of Precedence. In the event of any conflict in this Agreement and in any Exhibit or Statement of Work, between any Exhibits or Statements of Work and a term set forth in another Exhibit; such terms shall be reconciled and harmonized to the extent possible, and consistent with the intent of the Parties, so that no term shall be rendered void, meaningless, or absurd. In the event of an irreconcilable conflict between any such terms, the order of precedence shall be as follows: (1) Statements of Work, which are executed by Servco and Client; (2) Exhibits not constituting a Statement of Work; and (3) this Agreement.

14.5 Assignment; Subcontracting. Except as otherwise provided in this Agreement, neither Party may assign, sublicense, subcontract, delegate or transfer any of its rights or obligations under this Agreement without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that no such consent shall be required for (a) an assignment to an Affiliate, as long as W. Keith Maxwell III, directly or indirectly, has an economic ownership interest and voting interest in such Affiliate in excess of fifty percent (50%) at the time of such assignment and is reasonably expected to maintain such ownership interest for at least six months following any such assignment, or (b) a merger, acquisition or other similar business combination of Servco or the sale of all or substantially all of Servco’s assets. Any purported transfer or assignment in contravention of this Section 14.5 shall be null and void and of no force and effect. During the six (6) month period following the assignment to a permitted assignee of Servco, such permitted assignee shall notify the Company in writing no later than fifteen (15) days prior to any reduction in either direct or indirect ownership of W. Keith Maxwell III in such assignee below fifty percent (50%). This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. No assignment or subcontracting by a Party shall relieve such Party from its obligations pursuant to this Agreement unless otherwise specifically agreed to in writing by the non-assigning/non-sub-contracting Party. Notwithstanding the foregoing, Servco shall have the right from time to time, in its sole and absolute discretion, to augment its workforce as needed in providing the Services to Client consistent with the manner Client previously augmented its workforce from time to time.

14.6 Legal Notices. Any notice permitted or required under this Agreement must be in writing. Any such notice will be delivered as follows: (a) hand delivery; (b) nationally recognized overnight courier (fully prepaid and with delivery confirmation via UPS, the United States Postal Service, FedEx, DHL, or other nationally recognized overnight delivery service); or (c) certified U.S. Mail, postage prepaid, return receipt requested. An unofficial copy may also be transmitted by email. Legal notices shall be effective immediately for notice delivered pursuant to section (a) above. Notices shall be effective two (2) Business Days following the expiration of the date sent for notice delivered pursuant to sections (b) or (c) above. All notices shall be addressed to each Party as set forth below (or to such other address/addressee or telecopy number as either Party may from time to time duly notify the other).

If to Servco, addressed to:

RetailCo Services, LLC
12140 Wickchester Lane, Suite 100
Houston, Texas 77079
Attention: Chief Executive Officer

With a copy to:

RetailCo Services, LLC
12140 Wickchester Lane, Suite 100
Houston, Texas 77079

Attn: General Counsel

If to Client, addressed to:

Spark HoldCo, LLC
12140 Wickchester Lane, Suite 100
Houston, Texas 77079
Attention: Chief Executive Officer

With a copy to:

Spark HoldCo, LLC
12140 Wickchester Lane, Suite 100
Houston, Texas 77079
Attention: General Counsel

If to NuDevco, addressed to:

NuDevco Retail, LLC
12140 Wickchester Lane, Suite 100
Houston, Texas 77079
Attention: Chief Executive Officer

With a copy to:

NuDevco Retail, LLC
12140 Wickchester Lane, Suite 100
Houston, Texas 77079
Attn: General Counsel

14.7 Publicity. Neither Party shall make any public statement, press release or other announcement relating to the terms or existence of this Agreement or the business relationship of the Parties or their respective operations and results hereunder, without the prior written consent of the other Party, except as may be required by Client or Servco under applicable law or stock exchange rules and regulations. Only with Client's written permission, Servco may use Client's name and the Client Trademarks (name and logo only) to list Client as a client on Servco's website and in other marketing and informational materials.

14.8 Headings. Headings and captions are for convenience only and are not to be used in the interpretation of the Agreement.

14.9 Independent Contractors. The relationship of the Parties is that of independent contractors. Except to the extent where Servco is acting as Client's agent pursuant to the terms and provisions of this Agreement, nothing in this Agreement will be construed as placing the Parties in a relationship as employer and employee, principal and agent, partners, joint ventures or fiduciaries. Neither Party will have the authority to enter into legally binding obligations on behalf of the other Party. Neither Party shall act or represent itself, directly or by implication, as the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

14.10 Amendments and Waivers. This Agreement and any Statement of Work, Attachments or Exhibits hereto may be amended in whole or in part only by written agreement signed by the Parties. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. The Parties may at any time and from time to time waive in whole or in part the benefit to it of any provision in this Agreement or any default by the other Party, but any waiver on any occasion will be deemed not to be a waiver of that provision thereafter or of any subsequent default or a waiver of any other provision or default. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.

14.11 Severability. If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect, provided that the Parties will in good faith negotiate a mutually acceptable and enforceable substitute for the unenforceable provision, which substitute

will be as consistent as possible with the original intent of the Parties.

14.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which taken together shall constitute one and the same instrument, and may be delivered electronically.

14.13 Entire Agreement. This Agreement, including a ll Exhibits , Statements of Work, and any schedules or appendices attached hereto or thereto, constitutes the entire agreement of the Parties concerning the subject matter hereof and supersedes all prior negotiations, proposals, understandings, and agreements, whether oral or written, with respect to the subject matter hereof.

14.14 No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.15 Survival. Sections 3.1(Fees), 3.2(Expenses), 3.3(Payment), 5.4 (Effect of Termination), 5.5 (Transition Services), 5.6 (Transfer of Assets and Personnel to Client After Termination), Section 7.2(b), 7.2(c) (Audits), Article 8 (Indemnification; Liability); Article 10 (Confidential Information), Article 11 (Governing Law), and any other provisions that by their nature are necessary to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

14.16 Record Keeping. Servco shall maintain complete and accurate records and supporting documentation for the Services provided hereunder and shall maintain such records for a period of four (4) years after termination. Prior to the expiration of such four (4) year period, Client shall have the right to make copies of such records for its record retention purposes. Should Client fail to request and make copies of such records, after such four (4) year period, Servco shall have the right, but not the obligation, to destroy such materials and records.

14.17 Further Assurances. Each Party agrees to execute such additional documents and instruments and take such additional actions as may be reasonably necessary or as requested by the other Party to give effect to this Agreement and to carry out its provisions.

14.18 Guaranty of Nudevco Retail, LLC. NuDevco hereby guarantees the payment of amounts due from Servco to Client in connection with any obligation or liability hereunder up to a maximum amount of two million dollars (\$2,000,000.00). This guaranty is a guaranty of payment and not performance.

IN WITNESS WHEREOF , the Parties have executed this Agreement as of the Effective Date.

SPARK HOLDCO, LLC RETAILCO SERVICES, LLC

By: <u>/s/ Nathan Kroeker</u>	By: <u>/s/ W. Keith Maxwell III</u>
Name: <u>Nathan Kroeker</u>	Name: <u>W. Keith Maxwell III</u>
Title: <u>Chief Executive Officer</u>	Title: <u>Chief Executive Officer</u>

NUDEVCO RETAIL, LLC (solely for purposes of providing the guaranty in Section 14.18)

By: /s/ W. Keith Maxwell III

Name: W. Keith Maxwell III

Title: Chief Executive Officer

LIST OF EXHIBITS

EXHIBIT A: DEFINITIONS

EXHIBIT B: DESCRIPTION OF SERVICES

EXHIBIT C: SERVICE LEVEL AGREEMENTS

EXHIBIT D: MINIMUM LEVEL OF INTERNAL CONTROLS

EXHIBIT E: FEES

EXHIBIT F: CONTRACTS TO BE ASSIGNED TO SERVCO

EXHIBIT G: ASSETS TO BE ASSIGNED TO SERVCO

EXHIBIT A
TO MASTER SERVICES AGREEMENT
BETWEEN RETAILCO SERVICES, LLC AND SPARK HOLDCO, LLC

DEFINITIONS

“ **Additional Services** ” has the meaning set forth in Section 2.2.

“ **Affiliate** ” means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, a specified Person. A Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

“ **Agreement** ” has the meaning set forth in the introductory paragraph.

“ **Approved Bonus Payments** ” has the meaning set forth in Section 9.2(d).

“ **Arbitration Notice** ” has the meaning set forth in Section 13.1(a).

“ **Assigned Assets** ” has the meaning set forth in Section 9.1.

“ **Assigned Contracts** ” has the meaning set forth in Section 9.1.

“ **Authorized Users** ” has the meaning set forth in Section 9.3.

“ **Business Day** ” means any day that is not a Saturday, Sunday or other day on which commercial banks in the State of Texas are authorized or obligated to be closed by applicable Laws.

“ **Client** ” has the meaning set forth in Section the introductory paragraph.

“ **Client Data** ” means all data imported into the Services or generated by the Services that (i) constitutes the personally identifiable information of Client’s Customers including, without limitation, financial information; (ii) Client’s raw ANSI x12 data; or (iii) otherwise contains information regarding Client’s Customers’ usage of, or payment for, electric or gas services.

“ **Client Intellectual Property** ” means Client Data, Client Trademarks, Client Work Product, and Client Work Made for Hire.

“ **Client Trademarks** ” means the Client’s name and logo trademarks.

“ **Client Work Made for Hire** ” means any specifications, design documents, flow charts, software programs (including developed applications), historical data, models, processes procedures and related documentation, reports and other similar work product (collectively, “ **Developed Materials** ”), regardless of the medium in which such Developed Materials are presented, that was developed by or on behalf of Client and not assigned to Servco as part of the Assigned Assets. The ownership of any Developed Materials developed by Servco on behalf

of Client shall be addressed in a specific Statement of Work entered into in connection with any such development. If a Statement of Work fails to address the ownership of any such Developed Materials, if such Developed Materials were paid in full by Client, such Developed Materials shall be owned by Client or if such Developed Materials are a part of Client's existing assets or Client Intellectual Property; otherwise, such Developed Materials shall be owned by Servco.

“ **Client Work Product** ” means all Developed Materials that Client develops or causes to be developed on its behalf in which it owns, excluding any such Developed Materials that Servco develops not owned by Client.

“ **Confidential Information** ” has the meaning set forth in Section 10.

“ **Customers** ” means any utility, transmission/distribution service provider, commercial, industrial or residential entities or Persons to which Client sells or purchases electricity or natural gas or provides electric or natural gas services.

“ **Damage Penalty** ” has the meaning set forth in Section 4.3.

“ **Developed Materials** ” has the meaning set forth in the definition of Client Work Made for Hire.

“ **Disclosing Party** ” has the meaning set forth in Section 10.

“ **Effective Date** ” has the meaning set forth in the introductory paragraph.

“ **Fees** ” has the meaning set forth in Section 3.1.

“ **Force Majeure** ” has the meaning set forth in Section 14.3.

“ **GAAP** ” means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession), which are applicable to the circumstances as of the date of determination, consistently applied.

“ **Indemnified Party** ” has the meaning set forth in Section 7.3.

“ **Indemnifying Party** ” has the meaning set forth in Section 7.3.

“ **Initial Term** ” has the meaning set forth in Section 5.1.

“ **Invoice Dispute Notice** ” has the meaning set forth in Section 3.3.

“ **Liabilities** ” has the meaning set forth in Section 8.1.

“ **Parties** ” has the meaning set forth in the introductory paragraph.

“ **Party** ” has the meaning set forth in the introductory paragraph.

“ **Penalty Cap** ” has the meaning set forth in Section 4.2.2(a).

“ **Penalty Payment** ” has the meaning set forth in Section 4.2.1.

“ **Person** ” means any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity and any Governmental Authority.

“ **Prior Performance** ” has the meaning set forth in Section 4.6.

“ **PTO** ” has the meaning set forth in Section 9.2(a).

“ **Recipient** ” has the meaning set forth in Section 10.

“ **Renewal Terms** ” has the meaning set forth in Section 5.1.

“ **Senior Executives** ” has the meaning set forth in Section 13.1(b).

“ **Servco** ” has the meaning set forth in the introductory paragraph.

“ **Servco Infrastructure** ” has the meaning set forth in Section 5.6.

“ **Services** ” has the meaning set forth in Section 2.1.

“ **SLAs** ” has the meaning set forth in Section 4.1.

“ **Statement of Work** ” has the meaning set forth in Section 2.2.

“ **Step-In Notice** ” has the meaning set forth in Section 6.1.2.

“ **Submission Date** ” has the meaning set forth in Section 13.1(b).

“ **Subsidiary** ” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which a majority of the Voting Interests are at the time owned directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof.

“ **Term** ” has the meaning set forth in Section 5.1.

“ **Transition Period** ” has the meaning set forth in Section 5.5.

“ **Transition Services** ” has the meaning set forth in Section 5.5.

“ **Voting Interests** ” of any Person as of any date means the equity interests of such Person pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers, general partners or trustees of such Person (regardless of whether, at the time, equity interests of any other class or classes shall have, or might have, voting power by reason of the occurrence of any contingency) or, with

respect to a partnership (whether general or limited), any general partner interest in such partnership.

EXHIBIT B

TO MASTER SERVICES AGREEMENT BETWEEN RETAILCO SERVICES, LLC AND SPARK HOLDCO, LLC

Description of Services :

- (a) Enrollment and renewal transaction services;
 - (b) Customer billing services;
 - (c) Electronic Data Interchange (“EDI”) transaction processing;
 - (d) Print and mail services;
 - (e) Pricing update services;
 - (f) General ledger interface services;
 - (g) Contract Management services;
 - (h) Performance reporting services;
 - (i) Document retention services;
 - (j) Third party commission process services;
 - (k) Electronic payment processing services;
 - (l) Information technology (“IT”) infrastructure and application support services, including IT security and IT emergency response services, ongoing and emergency IT maintenance services, disaster recovery and business continuity services, maintenance of Clients web servers, application servers, database servers, and physical data storage;
 - (m) Completion of the following projects currently being undertaken by Client’s IT Group:
 - i. Sunset Gnosis 1 and enable all reporting data to reside in Gnosis 2; incorporate Scout, EDI and other transaction data into Gnosis 2; also includes Spotfire integration;
 - ii. Move Censtar and Oasis to the Spark Email infrastructure and also move (if necessary) servers to the Spark data center;
 - iii. Implement automated commercial enrollments within Scout; and
 - iv. Convert legacy CIS applications within Spark to a new system /platform.
 - (n) Management of collections and receivables;
 - (o) Customer service, including inbound and outbound win-back and retention services;
 - (p) All related and ancillary services, support and duties necessary to accomplish the foregoing;
 - (q) Any other services expressly set forth in a Statement of Work executed by Servco and Client; and
 - (r) Standard upgrades to the Services that Servco makes generally available at no additional cost to its other clients.
-

EXHIBIT C
TO MASTER SERVICES AGREEMENT
BETWEEN RETAILCO SERVICES, LLC AND SPARK HOLDCO, LLC
SERVICE LEVEL AGREEMENTS

SLA No.	Metric	Definition	Target	Measurement	Penalty Allocation Percentage
1.	Enrollment Processing %	Percentage of workable enrollments accepted by the utility.	***	Percentage of new service requests or switch transactions processed and confirmed on-flow / utility accepted excluding unfixable errors (utility credit hold, customer recission, etc.)	5%
2.	Bill Timeliness - Bill Ready Markets	Issuing the 810 (invoice) transaction to the utility, prior to the close of the utility's bill window but after the utility's consumption is received and all necessary client information is available.	***	The Number of 824 transactions received in a given month. The 824 could be due to Outside Bill Window (OBW), where service provider failed to send the 810 invoice during the required timeframe or it could be due to No Current Charges (NCC) where service provider failed to bill (send an 810) for an 867 that was transmitted during the required timeframe.	25%
3.	Billing Timeliness - Supplier Consolidated, Dual Billed, Standard Single Premise	Issuing the printed or electronic bill after the utility's charges and consumption are received and all necessary client information is available.	***	The amount of time it takes to process consumption, generate and print/mail invoices.	25%

SLA No.	Metric	Definition	Target	Measurement	Penalty Allocation Percentage
4.	Billing Accuracy	Percentage of Accurate Bills generated accurately including, Supplier Consolidated Billing, Utility Consolidated Billing, and Dual Billing.	***	This is measured via a market-by-market reconciliation, which includes: Rate Code = Rate Charged, Customer Rollover timeliness, Accurate Tax charges.	25%
5.	Payment Timeliness – Agent network and Lockbox	Measures the amount of time required to process a payment received via lockbox file or authorized agent payment file and post it to a customer account. Exclusive of issues outside of service providers controls.	*** ***	The amount of time required to process a payment file and apply the correct amount to a customer's account (triggered by service providers receipt of the payment file from a third party)	25%
6.	Payments - Inbound	Measures the amount of time that the system takes to process a payment received in a batch file, EDI or real-time interface and apply it to a customer account. Exclusive of issues outside of service providers controls.	*** ***	The amount of time it takes the system to process a payment file and apply the correct amount to a customer's account (triggered by service providers receipt of the payment file from a third party)	25%

SLA No.	Metric	Definition	Target	Measurement	Penalty Allocation Percentage
7.	Market Transaction Processing Time	The amount of time the system takes to process service orders (except Reconnects) and Customer-level requests, whether inbound or outbound - specifically those requests for Enrollments Turn-ons, Marketer Switches, Set Meters, Turn Offs, Account Changes and Switch-Backs.	***	<p>Outbound Transactions measurement starts when service provider receives the request and when the transaction leaves the service provider's EDI system.</p> <p>Inbound transaction measurement starts when the service provider EDI system receives the transaction and ends when ista net processes the transaction.</p> <p>Note: Any issues not within service provider's control will not be included in the measurement (inbound malformed EDI transactions, missing or incorrect Client data, scheduled maintenance, utility black-out periods, and non-EDI markets) EDI cancel/rebill transactions will be included in this measurement.</p>	5%
8.	Service Level	*** of all calls handled in *** seconds or less (***)	***	$\text{Service Level} = \left\{ \frac{\text{Total calls answered within threshold} + \text{calls abandoned within a shorter amount of time than the threshold}}{\text{total calls answered} + \text{total calls abandoned}} \right\} * 100\%$	25%

SLA No.	Metric	Definition	Target	Measurement	Penalty Allocation Percentage
9.	Average Speed of Answer(Illinois Only)	Average speed of answer is *** seconds or less on a monthly basis.	***	ASA=total hold time / total calls	5%
10.	Abandon Rate (Illinois Only)	Percentage of customers who abandoned call after 20 seconds	***	Percentage of customers who abandoned call after 20 seconds	5%
11.	First Call Resolution (FCR)	Number of times that a customer calls back within a 30-day period for the same call reason	***	FCR = Number of times that the same phone number is answered more than once within the threshold for the same call type reason / total calls answered within threshold within the contact window period	5%
12.	Customer Satisfaction	Percentage satisfied based on after call Satisfaction Survey	***	Average of three questions regarding satisfaction with customer care representative on post call survey.	5%
13.	Collection Call Outreach (CCO)	Percentage of active collection call attempts made.	***	CCO = Collection calls made against valid phone numbers / # of accounts with valid phone numbers on the collection call list	5%
14.	IT - Uptime	Infrastructure (Exchange (email), Citrix, Internet)	***	One minus percentage of unplanned downtime per application/service per month.	5%

SLA No.	Metric	Definition	Target	Measurement	Penalty Allocation Percentage
15.	IT - Helpdesk Response		***		5%
16.	IT -Projects	Percentage of projects delivered within 15% of approved budget and deadline.	***	Timeliness is dependent upon adequate client participation both to define requirements and perform end user testing. Changes to requirements may require a shift in project timelines and budgets.	5%

EXHIBIT D

TO MASTER SERVICES AGREEMENT BETWEEN RETAILCO SERVICES, LLC AND SPARK HOLDCO, LLC

INITIAL CONTROLS TO BE MAINTAINED BY SERVCO

1. Servco agrees to use all commercially reasonable efforts to ensure that all data and information on any report provided under Section 4.5 or 7.1 or otherwise under this Agreement is true, accurate and complete.
 2. REV-05 Only the Billing and Transactions staff have access to update customers, products and prices in CIS.
 3. REV-06 Invoices are reviewed for accuracy prior to mailing to customers or sending to utility.
 4. REV-07 Customer refunds are approved in accordance with Delegation of Authority.
 5. REV-13 Each month, the Billing and Transactions department compares the Sync customer data/usage file received from the utilities to the data in Gnosis to insure consistency with the billing data.
 6. REV-17 Billing and Transactions reviews Unbilled Usage report from CIS and corrects customer set-up errors in CIS.
 7. REV-XX (New Margin Control) Revenue variances between Gnosis and Solomon are reviewed and resolved.
 8. MIS-01 System changes require change request forms to be completed and appropriate approval obtained.
 9. MIS-02 Significant changes are completed in a test environment prior to implementation in the production environment.
 10. MIS-03 Only authorized individuals are permitted to move changes into production.
 11. MIS-04 All user account set-up and maintenance are documented and properly approved.
 12. MIS-05 Logical access controls are applied per the client information security policy. These include:
 - Restricted number of sign on attempts
 - Automatic password changes
 - Minimum length of passwords
 13. MIS-06 User and administrative accounts are not shared between users.
 14. MIS-07 System user access is reviewed at least annually to ensure only authorized employees have appropriate access.
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15. MIS-08 Each server is scanned for viruses on a weekly basis. Virus definitions are updated prior to each virus scan. Threats are identified and resolved.
 16. MIS-09 Access to computer rooms, telephone network, computer network, power supplies and sensitive IT documentation is restricted to authorized employees.
 17. MIS-10 Data is backed-up weekly and stored in a secure offsite location.
 18. MIS-11 Backup media stored off-site is restored at least quarterly to ensure the integrity of the backup process.
 19. MIS-12 Third party contracts related to Management Information Systems are reviewed and approved by management prior to being signed.
 20. MIS-13 An annual review of third-party SSAE 16 reports occurs for all systems where SEI relies on the internal controls of the provider. Remediation controls are performed to mitigate deficiencies identified, if applicable.
 21. MIS-14 System changes are properly approved prior to being moved into production, indicating appropriate testing was completed and the resulting system change is in accordance with what was approved at the beginning of the process.
 22. MIS-15 Upon notification from HR, access to Active Directory (AD) and all other systems is deactivated for terminated employees.
 23. MIS-16 Configuration user access is reviewed at least quarterly to ensure only authorized employees have appropriate access.
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EXHIBIT E
TO MASTER SERVICES AGREEMENT
BETWEEN RETAILCO SERVICES, LLC AND SPARK HOLDCO, LLC
FEES

Client shall pay (i) a flat fee of \$*** per month; plus (ii) a per utility fee as set forth below, plus (iii) additional variable fees per premise as set forth below:

2016 Pricing per Utility

\$*** per utility per month.

2016 Pricing per Premise

Market Type	Price/premise per month
Supplier Consolidated Billing	\$***
Dual-Billed	\$***
Utility Consolidated Billing, Non-POR	\$***
Utility Consolidated Billing, POR	\$***

“Premise” is based on each utility account number and the particular commodity (electricity or gas) purchased by the applicable customer under the applicable utility account number.

EXHIBIT F**TO MASTER SERVICES AGREEMENT
BETWEEN RETAILCO SERVICES, LLC AND SPARK HOLDCO, LLC****INITIAL TRANSFER OF ASSETS AND INTELLECTUAL PROPERTY
FROM CLIENT TO SERVCO****Assets:**

Department Name	Employee Name	Monitors	Model	Serial No	Count of Linking
Spark B&T	Anguiano, Jose	3	Latitude E5410	H65HZM1	1
			Latitude E5410 Total		1
	Dale, Chayla	2	OptiPlex 745	3TTXHC1	1
			OptiPlex 745 Total		1
	Dau, Toni	2	Latitude E5440	2140ZZ1	1
			Latitude E5440 Total		1
	Gonzalez, Alma	2	Latitude E5410	FJ4HZM1	1
			Latitude E5410 Total		1
	Nnabuiife, Elo	2	Latitude E6410	JJHN1M1	1
			Latitude E6410 Total		1
	Pisana, Michael	2	Latitude E5410	GV3HZM1	1
			Latitude E5410 Total		1
	Rials, Ed	2	Latitude E5450	9GJKS32	1
			Latitude E5450 Total		1
	Shelly, Stevens	2	Latitude E5450	JHX4L32	1
			Latitude E5450 Total		1
	Westermeyer, Michelle	2	Latitude E5440	3NB0ZZ1	1
			Latitude E5440 Total		1
Spark B&T Total					9
Spark Call Center	Aguilar, Jonathan	2	OptiPlex 790	2LMGJQ1	1
			OptiPlex 790 Total		1
	Alvarez, Alicia	2	OptiPlex 780	DG1BHN1	1
			OptiPlex 780 Total		1
	Alvarez, Gaudencia	2	OptiPlex 780	6KJHMM1	1
			OptiPlex 780 Total		1
	Amaya, Rosa	2	OptiPlex 780	6KLHMM1	1
			OptiPlex 780 Total		1
	Bagos, Jay	2	Latitude E5440	8XK2K12	1
			Latitude E5440 Total		1
Baker, Kimberly	2	OptiPlex 780	78298P1	1	
		OptiPlex 780 Total		1	

Beroit, Tiffany	2	Latitude E5440	FL80ZZ1	1
		Latitude E5440 Total		1
Boatwright, Ondriea	2	Latitude E5440	CXCQN12	1
		Latitude E5440 Total		1
Bonilla, Erica	2	Latitude E5450	C4TMS32	1
		Latitude E5450 Total		1
Bonilla, Jorge	2	OptiPlex 780	78448P1	1
		OptiPlex 780 Total		1
Bordenave, Jacqueline	2	OptiPlex 780	25475P1	1
		OptiPlex 780 Total		1
Campos, Gloria	2	Latitude E6410	8RP8SM1	1
		Latitude E6410 Total		1
Cantu, Carlos	2	Latitude E5420	9FMWLQ1	1
		Latitude E5420 Total		1
Cantu, Kristian	2	OptiPlex 745	DLK7BD1	1
		OptiPlex 745 Total		1
Cantu, Luis	2	OptiPlex 745	3L87CD1	1
		OptiPlex 745 Total		1
Carruyo, Javier	2	OptiPlex 745	69Q4PC1	1
		OptiPlex 745 Total		1
Castillo, Joshua	2	OptiPlex 745	7552WD1	1
		OptiPlex 745 Total		1
Catalan, Christian	2	Latitude E5410	2SMDXM1	1
		Latitude E5410 Total		1
Chaney, Amanda	2	Latitude E5440	BJNBP12	1
		Latitude E5440 Total		1
Cordova, Adam	2	Latitude E5410	8XXJ3N1	1
		Latitude E5410 Total		1
Dupree, Sade	2	OptiPlex 780	783B8P1	1
		OptiPlex 780 Total		1
Evans, Evelyn	2	OptiPlex 745	430BQC1	1
		OptiPlex 745 Total		1
Evans, Taurio	2	OptiPlex 780	6KBKMM1	1
		OptiPlex 780 Total		1
Flores, Yvette	2	OptiPlex 780	5YHNPN1	1
		OptiPlex 780 Total		1
Foster, Jasmine	2	Latitude E5410	6GB7YM1	1
		Latitude E5410 Total		1
Fray, Samantha	2	Latitude E5410	BNMW5N1	1
		Latitude E5410 Total		1
G. Rivera, Dulce	2	OptiPlex 780	8G1BHN1	1
		OptiPlex 780 Total		1
Garcia, Raul	2	OptiPlex 780	D24SVL1	1
		OptiPlex 780 Total		1

Ghoraishi, Sam	2	OptiPlex 780	C4475P1	1
		OptiPlex 780 Total		1
Gonzalez, Lizette	2	OptiPlex 745	CCOR5D1	1
		OptiPlex 745 Total		1
Gopar, Perla	2	Latitude E5440	1150ZZ1	1
		Latitude E5440 Total		1
Grace, Taran	2	Latitude E5420	2K8JLQ1	1
		Latitude E5420 Total		1
Haywood II, Caleph	2	Latitude E5440	8S90ZZ1	1
		Latitude E5440 Total		1
Hernandez, Chris	2	OptiPlex 780	6L5JMM1	1
		OptiPlex 780 Total		1
Hernandez, Erick	2	Latitude E5410	JTMDXM1	1
		Latitude E5410 Total		1
Hernandez, Valerie	2	OptiPlex 780	5YDMPN1	1
		OptiPlex 780 Total		1
Herrera, Edwin	2	Latitude E5410	775HZM1	1
		Latitude E5410 Total		1
Hurtado, Katherine	2	Latitude E5410	CW3H2M1	1
		Latitude E5410 Total		1
Johnson, Janorra	2	Latitude E5410	755HZM1	1
		Latitude E5410 Total		1
Kellough, Kimberly	2	OptiPlex 780	6K8HMM1	1
		OptiPlex 780 Total		1
Kennedy, Andrew	2	OptiPlex 780	924SVL1	1
		OptiPlex 780 Total		1
Lara, Denise	2	Latitude E5410	CSMDXM1	1
		Latitude E5410 Total		1
Lester, Chaun	2	Latitude E5440	HZCQN12	1
		Latitude E5440 Total		1
Lewis, Jennifer	2	Latitude E5440	9R72K12	1
		Latitude E5440 Total		1
Lusk, April	2	Latitude E5440	DD90ZZ1	1
		Latitude E5440 Total		1
Miller, Christina	2	OptiPlex 745	J0FX0D1	1
		OptiPlex 745 Total		1
Nellums, Edward	2	OptiPlex 780	5YHKPN1	1
		OptiPlex 780 Total		1
Orona, Leslie	2	Latitude E5440	HT80ZZ1	1
		Latitude E5440 Total		1
Palomo, Marvin	2	OptiPlex 745	8NC1JC1	1
		OptiPlex 745 Total		1
Perez, Minerva	2	OptiPlex 780	7G1BHN1	1
		OptiPlex 780 Total		1
Quinonez, Edwin	2	OptiPlex 780	CCQW3M1	1

		OptiPlex 780 Total		1
Ramos Valerio, Sindy	2	OptiPlex 745	45L1HC1	1
		OptiPlex 745 Total		1
Reyes, Heydi	2	Latitude E5420	BXNSKQ1	1
		Latitude E5420 Total		1
Rios, Alex	2	Latitude E5420	C54DLQ1	1
		Latitude E5420 Total		1
Rivas, Carolina	2	OptiPlex 745	4ML1HC1	1
		OptiPlex 745 Total		1
Rosales, Alma	2	OptiPlex 780	GG1BHN1	1
		OptiPlex 780 Total		1
Rueda, Noema	2	Latitude E5440	5XJ0ZZ1	1
		Latitude E5440 Total		1
Sahib, Taalina	2	OptiPlex 780	5TPJPN1	1
		OptiPlex 780 Total		1
Salas, Sandy	2	OptiPlex 780	5YGMPN1	1
		OptiPlex 780 Total		1
Sanchez Bravo, Anna	2	OptiPlex 780	D4475P1	1
		OptiPlex 780 Total		1
Sanchez, Brittney	2	OptiPlex 745	8YT9HD1	1
		OptiPlex 745 Total		1
Sanders, Precious	2	OptiPlex 780	8DFZCP1	1
		OptiPlex 780 Total		1
Seamans, Frederick	2	OptiPlex 780	782B8P1	1
		OptiPlex 780 Total		1
Soto, Lezlie	2	Latitude E5420	F02JWL1	1
		Latitude E5420 Total		1
Sylvester, Roshawn	2	Latitude E5410	265HZM1	1
		Latitude E5410 Total		1
Terrazas, Olivia	2	Latitude E5410	FYXJ3N1	1
		Latitude E5410 Total		1
Vazquez, Monica	2	Latitude E5410	22HLXM1	1
		Latitude E5410 Total		1
Wells, Kayla	2	OptiPlex 780	B4475P1	1
		OptiPlex 780 Total		1
Williams, Brandi	2	Latitude E5420	4T8RWL1	1
		Latitude E5420 Total		1
Williams, Theodore	2	OptiPlex 745	41FX0D1	1
		OptiPlex 745 Total		1
(blank)	2	OptiPlex 745	4YT9HD1	1
		OptiPlex 745 Total		1

Spark Call Center Total				71
Spark Collections	Avila, Emilia	3	OptiPlex 745	89G97D1
				1

			OptiPlex 745 Total		1
Barley, Nakeshia	3		Latitude E5410	FTMDXM1	1
			Latitude E5410 Total		1
Barley, Nayree	2		OptiPlex 780	F4475P1	1
			OptiPlex 780 Total		1
Campos, Jessica	2		OptiPlex 745	JQTFQC1	1
			OptiPlex 745 Total		1
Cox, Josephine	2		Latitude E5410	1K504N1	1
			Latitude E5410 Total		1
Edwards, Travonna	2		OptiPlex 780	35475P1	1
			OptiPlex 780 Total		1
Jackson, Tashina	2		OptiPlex 790	2LMDJQ1	1
			OptiPlex 790 Total		1
Lara, Ricardo	2		Latitude E5420	F06JWL1	1
			Latitude E5420 Total		1
Lazare, Delores	2		OptiPlex 780	8DDYCP1	1
			OptiPlex 780 Total		1
Medina, Jacquelyn	2		OptiPlex 745	B9Q4PC1	1
			OptiPlex 745 Total		1
Wiggins, Patrice	2		OptiPlex 780	6L9HMM1	1
			OptiPlex 780 Total		1
(blank)	2		OptiPlex 745	714HLC1	1
			OptiPlex 745 Total		1

Spark Collections Total					12
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Spark Contract Management	Benassi, Jeanette	2	Latitude E5410	8TMDXM1	1
			Latitude E5410 Total		1
	Cuevas, Santos	2	Latitude E5450	JBKNQ32	1
			Latitude E5450 Total		1
	Gutierrez, Renee	2	Latitude E5440	19NBP12	1
			Latitude E5440 Total		1
	Lost/Stolen, IT Storage	2	Latitude E6420	6MM64Q1	1
			Latitude E6420 Total		1
	Martin, Sherrie	2	Latitude E5440	CRK2K12	1
			Latitude E5440 Total		1
	Pair, Travis	2	Latitude E5410	73MW5N1	1
			Latitude E5410 Total		1
	Rojas, Fernando	2	Latitude E5450	BDKLP32	1
			Latitude E5450 Total		1
	Sanchez, Marilu	2	Latitude E5450	4TQJP32	1
			Latitude E5450 Total		1
	Williams, Brandi	2	Latitude E5440	HMNBP12	1
			Latitude E5440 Total		1
	Williams, Tracy	2	Latitude E5420	1WQQLQ1	1
			Latitude E5420 Total		1

Spark Contract Management Total					10
Spark Facilities	Bay, Autumn	2	Latitude E5450	DPQ4L32	1
			Latitude E5450 Total		1
			Latitude E6410	F8P8SM1	1
			Latitude E6410 Total		1
	Glass, Job	2	Latitude E5420	2KCJLQ1	1
			Latitude E5420 Total		1
	Nivens, Traci	2	OptiPlex 745	9LK7BD1	1
			OptiPlex 745 Total		1
Spark Facilities Total					4
Spark IT	Abaei, Seyed	2	Latitude E5440	2S72K12	1
			Latitude E5440 Total		1
	Albers, Christina	2	Latitude E5410	7W3HZM1	1
			Latitude E5410 Total		1
	Allu, Ramachandra	2	Latitude E5410	3HB7YM1	1
			Latitude E5410 Total		1
	Bigelow, Kyle	2	Latitude E5440	58B0ZZ1	1
			Latitude E5440 Total		1
	Bolden, Katie	2	Latitude E5420	F0CJWL1	1
			Latitude E5420 Total		1
	Borrego, Juan	2	Latitude E5420	BXRWKQ1	1
			Latitude E5420 Total		1
	Bridges, Tanya	2	Latitude E5450	50ZQQ32	1
			Latitude E5450 Total		1
	Caridad, Alex	3	Latitude E6420	BBW24R1	1
			Latitude E6420 Total		1
	Chang, Chung	2	Latitude E5420	9FS1MQ1	1
			Latitude E5420 Total		1
	Dhandapani, Gayathri	2	Latitude E5410	165HZM1	1
			Latitude E5410 Total		1
	Ford, Tammy	2	Latitude E5420	1WLDMQ1	1
			Latitude E5420 Total		1
			OptiPlex 780	FG1BHN1	1
			OptiPlex 780 Total		1
	Gupta, Ruchira	2	OptiPlex 780	78358P1	1
			OptiPlex 780 Total		1
	Hoogendam, Brian	2	Latitude E5440	DHRGN12	1
			Latitude E5440 Total		1
	Jin, Lucy	2	Latitude E5440	BPK0ZZ1	1
			Latitude E5440 Total		1
	Jones, Ashlei	2	Latitude E5420	9FWZLQ1	1
			Latitude E5420 Total		1
	Joseph, Erika	2	Latitude E5420	DZLLWL1	1
			Latitude E5420 Total		1

Licona, Kenneth	2	Latitude E6410	8FK50M1	1
		Latitude E6410 Total		1
		Precision WorkStation T3500	2R59ZK1	1
Lost/Stolen, IT Storage	2	Latitude E5440	4890ZZ1	1
		Latitude E5440 Total		1
Madyun, Aadil	2	Latitude E5440	6DG2K12	1
		Latitude E5440 Total		1
Mudduluri, Bhaskar	2	Latitude E5420	GVQKWL1	1
		Latitude E5420 Total		1
Patel, Mitesh	2	Latitude E5410	4K504N1	1
		Latitude E5410 Total		1
Qiao, Austin	2	Latitude E5440	CB72K12	1
		Latitude E5440 Total		1
Rao, Divya	2	Latitude E5440	HXPBP12	1
		Latitude E5440 Total		1
Savoie, Jeff	2	Latitude E5420	1WPFMQ1	1
		Latitude E5420 Total		1
		Latitude E5440	B9W5K12	1
		Latitude E5440 Total		1
Sparks, Nicholas	2	Latitude E5410	H1HLXM1	1
		Latitude E5410 Total		1
St. Pierre, Erik	2	Latitude E5440	6ZK2K12	1
		Latitude E5440 Total		1
Subramanian, Hariharan	2	Latitude E5410	H4MW5N1	1
		Latitude E5410 Total		1
Sundarem, Karthey	2	Latitude E5440	47KBP12	1
		Latitude E5440 Total		1
Swartz, Johann	2	Latitude E5450	6TMDXM1	1
		Latitude E5450 Total		1
Tran, Trinh	2	Latitude E5420	F0KLWL1	1
		Latitude E5420 Total		1
		OptiPlex 780	BG1BHN1	1
		OptiPlex 780 Total		1
Wade, Reginald	2	Latitude E5420	C536LQ1	1
		Latitude E5420 Total		1
Warren, Charles	2	Latitude E5410	97YN7N1	1
		Latitude E5410 Total		1
Wheeler, Jason	2	Latitude E6410	DWN8SM1	1
		Latitude E6410 Total		1
Spark IT Total				37
Grand Total				143

Employee	Laptop	Serial Number	# of Monitors
Toni Dau	Dell Latitude E6540	S/N CPNXH12	2
Audrey Estrada	Dell Latitude E5430	S/N B9BVFS1	2
Jessica Karakaya	Dell Latitude E6530	S/N JN7Y3X1	2
Monica Leija	Dell Optiplex 780	S/N JJKWN1	2
Lawrence Lowe	Dell Optiplex 780	S/N 6TXMBP1	2
Eliud Marquez	Dell Latitude E6420	S/N 1JMMQ1	2
Milton Richard	Dell Latitude E5430	S/N 9HPPFV1	2
Angela Richardson	Dell Latitude E6540	S/N 342FWZ1	2
Jessica Villa	Dell Optiplex 7010	S/N JFQFTW1	2
Sam Ghoraishi	Dell Optiplex 780	S/N 3MKSFN1	2
Valeria Ortiz	Dell Latitude E6420	S/N HMSS2Q1	2
Jessica Hunter	Dell Optiplex 780	S/N B1TWNS1	2

PRINTERS WITHIN OPERATIONS - 18		
MANUFACTURER	TYPE	SERIAL NUMBER
HP	Color LaserJet CP2025	cngsb28918
KONICA MINOLTA	BIZHUB C454	A4FJ011006435
HP	Color LaserJet CP2025	CNGSB52182
HP	LaserJet Pro 400 m401n	VNG4G20325
HP	Color LaserJet CP2025	CNGSC29316
HP	LaserJet Pro 400 m401n	VNG4S2011
HP	LaserJet Pro 400 M451W	CNDG221882
HP	Color LaserJet CP2025	CNGSC08113
HP	LaserJet Pro 400 Color M451nw	CNDG221894
KONICA MINOLTA	BIZHUB C454e	A5C0011009969
HP	LaserJet P2055dn	CNB9909835
KONICA MINOLTA	BIZHUB C654	A2X1011004816
HP	LaserJet P2015dn	CNBJS07906
HP	LaserJet 1536dnf MFP	cng8g2sd80
HP	Color LaserJet CP2025	CNGSC10145
HP	LaserJet M3035 MFP	CNQCB36057
HP	Color LaserJet CP2025	CNGSB37185
HP	Color LaserJet CM2320nf MFP	CNB9957B93

Intellectual Property/Software:

All operating systems and other software contained in the computers listed above, used or useful in performing the Services on behalf of Client.

EXHIBIT G

TO MASTER SERVICES AGREEMENT BETWEEN RETAILCO SERVICES, LLC AND SPARK HOLDCO, LLC

INITIAL TRANSFER OF CONTRACTS FROM CLIENT TO SERVCO

List of Contracts and Agreements

1. That certain Software Maintenance Agreement dated May 6, 2015, between Voice Solutions, LLC d/b/a Automated Voice & Data Solutions, ("AVDS") and Spark Energy.
 2. That certain Master Services Agreement dated March 11, 2015, between Spark Energy LLC and its Affiliates and The Burnett Companies Consolidated, Inc. d/b/a Burnett Specialists.
 3. That certain Master Services Agreement dated September 2013, between Fiserv Solutions, Inc. and Spark Energy L.P. and Spark Energy Gas, LP.
 4. That certain Co-Location License Agreement undated between Fibertown Houston, LLC and Spark Energy, LLC.
 5. That certain Service Agreement dated August 17, 2015, between Logix Communications, LP and Spark Energy, LLC.
 6. That certain Temporary Personnel Agreement dated November 1, 2015, between Primary Services, L.P. and Spark Energy, L.P.
 7. That certain undated Agreement between Rite Response and Spark Energy.
 8. That certain Restated Master Services Agreement dated August 8, 2011, between Spark Energy, LP and Search Technology.
 9. That certain Master Services Agreement dated December 24, 2014, between Spark Energy, LLC and its affiliates and Talent Source Solutions, LLC.
 10. That certain Master Services Agreement dated February 21, 2014, between Spark Energy, LP and its affiliates and Technology Partners, Inc.
 11. That certain Restated Master Services Agreement dated August 8, 2011, between Spark Energy, LP and its affiliates and Triad Resources, Inc.
 12. That certain Master Services Agreement dated October 18, 2013, between Spark Energy, LP and its affiliates and Vaco Houston.
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13. That certain Terms of Use undated between Voiance Language Services, LLC and Spark Energy.
 14. That certain Master Services Agreement Basic dated September 30, 2015, between ICS and Spark Energy.
 15. That certain Commercial Service Level Agreement and SAAS Agreement dated August 12, 2015, between WalkMe and Spark Energy.
 16. That certain Restated Master Services Agreement dated August 8, 2011, between Spark Energy, LP and its affiliates and Whitaker IT.
 17. That certain Agreement for Services dated October 1, 2010, between Spark Energy, LP and its affiliates and Whitaker, IT.
 18. That certain Master Services Agreement dated February 5, 2014, between Spark Energy, LP and its affiliates and Wise Men Consultants, Inc.
 19. That certain Service Lease Agreement dated November 30, 2012, between Spark Energy, LP and Pitney Bowes Global Financial.
 20. That certain Master Services Agreement dated November 30, 2012, between Spark Energy, LP and Pitney Bowes.
 21. That certain Master Services Agreement dated November 17, 2015, between Royal & Ross, LP and Spark Energy, LLC.
 22. That certain Master Services Agreement dated January 7, 2010, between Ergos Technology Partners, Inc. and Oasis Energy.
 23. That certain vTone Services Order dated December 9, 2010, between Ergos Technology Partners, Inc. and Oasis Energy.
 24. That certain Services Order dated March 4, 2010, between Ergos Technology Partners, Inc. and Oasis Energy.
 25. That certain Services Order dated September 25, 2014, between Willis Group and Oasis Energy.
 26. That certain Equipment Lease Agreement dated November 13, 2012, between Zeno Imaging and Oasis Power, LLC.
 27. That certain Software License Agreement dated September 1, 2015, between Stormcrest, Inc., and Oasis Energy, LLC.
 28. That certain Internet Services Addendum dated November 10, 2009, between Phonoscope, Inc., as assigned to Phonoscope Light Wave, Inc., and Oasis Power, LLC.
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29. That certain Master Services Agreement dated October 15, 2012, between Intelometry, Inc. and Oasis Power, LLC.
 30. That certain Services Agreement dated August 3, 2009, between Energy Services Group, Inc. and Oasis Power, LLC.
 31. That certain Third Party Sales Agency Agreement dated November 2014, between Navigate Power, LLC and Oasis Power, LLC.
 32. That certain Data Services Agreement, date unknown, COSM Solutions and Oasis Power, LLC.
 33. That certain Long Distance Provider and Conference Bridge Agreement, date unknown, between AT&T and Oasis Power, LLC.
 34. That certain Credit Card Processor Agreement , date unknown, between First Data and Oasis Power, LLC.
 35. That certain Personnel Agreement, date unknown, between Primary Services and Oasis Power, LLC.
 36. That certain staffing agency, date unknown, between Donovan & Watkins and Oasis Power, LLC.
 37. That certain Master Services Agreement, dated May 30, 2013, between ista North America, Inc. and Spark Energy, L.P.
 38. That certain Collections Agreement, date unknown, between CRF Solutions and Spark Energy, LLC.
 39. That certain Commercial Users Agreement, dated February 4, 2014, between Virtual PBX and Spark Energy.
 40. That certain Safekeeping Agreement, dated June 9, 2006, between Safesite, Inc. and Spark Energy, L.P.
 41. That certain Customer Agreement for Placement Services, dated April 6, 2011, between Robert Half International, Inc. and Spark Energy, L.P.
 42. That certain Collections Agreement, date unknown, between National Credit Recovery and Spark Energy, LLC.
 43. That certain Master Service Agreement, date unknown, between Tibco and Spark Energy, LLC, IT.
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44. That certain Master Service Agreement, date unknown, between Nobel Systems and Spark Energy, LLC, IT.

LIST OF SUBSIDIARIES OF SPARK ENERGY, INC.

<u>Entity</u>	<u>Jurisdiction</u>
Spark HoldCo, LLC	Delaware
Spark Energy Gas, LLC	Texas
Spark Energy, LLC	Texas
Oasis Power Holdings, LLC	Texas
Oasis Power, LLC	Texas
CenStar Energy Corp.	New York
CenStar Operating Company, LLC	Texas

Consent of Independent Registered Public Accounting Firm

The Board of Directors

Spark Energy, Inc.:

We consent to the incorporation by reference in the registration statements on Form S-3 (No. 333-206391) and on Form S-8 (No. 333-197738) of Spark Energy, Inc. of our report dated March 24, 2016, with respect to the consolidated balance sheets of Spark Energy, Inc. as of December 31, 2015 and 2014, and the related combined and consolidated statements of operations and comprehensive (loss) income, changes in equity, and cash flows for each of the years in the three-year period ended December 31, 2015, for which the report appears in the December 31, 2015 Annual Report on Form 10-K of Spark Energy, Inc.

/s/KPMG LLP

Houston, Texas

March 24, 2016

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A) OF THE
SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Nathan Kroeker, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2015 of Spark Energy, Inc. (the “registrant”);
 2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
 3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
 4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
 5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.
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Date: March 24, 2016

/s/Nathan Kroeker

Nathan Kroeker

Chief Executive Officer & President

**CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A) OF THE
SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Georganne Hodges, certify that:

1. I have reviewed this Annual Report on Form 10-K for the year ended December 31, 2015 of Spark Energy, Inc. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: March 24, 2016

/s/Georganne Hodges

Georganne Hodges
Chief Financial Officer

**CERTIFICATION OF
CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
UNDER SECTION 906 OF THE
SARBANES OXLEY ACT OF 2002, 18 U.S.C. § 1350**

In connection with the Annual Report on Form 10-K for the year ended December 31, 2015 (the “Annual Report”) of Spark Energy, Inc., a Delaware corporation (the “Company”), as filed with the Securities and Exchange Commission on the date hereof, Nathan Kroeker, Chief Executive Officer of the Company and Georganne Hodges, Chief Financial Officer of the Company, each certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to his and her knowledge:

1. The Annual Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 24, 2016

/s/Nathan Kroeker

Nathan Kroeker
Chief Executive Officer & President

/s/Georganne Hodges

Georganne Hodges
Chief Executive Officer