

## CURRENT REPORT

of

### MXENERGY HOLDINGS INC.

April 11, 2007

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Pursuant to Section 4.03 of the Indenture, dated as of August 4, 2006 (the "Indenture"), by and among MxEnergy Holdings Inc. ("MXenergy"), certain of its subsidiaries named therein, as Guarantors, Law Debenture Trust Company of New York, as Trustee (the "Trustee"), and Deutsche Bank Trust Company Americas, as Paying Agent and Registrar, relating to the Floating Rate Senior Notes due 2011 issued by MXenergy (the "Notes"), MXenergy is furnishing the information contained herein to the holders of the Notes.

#### Amendment to Credit Agreement

MxEnergy Inc. and MxEnergy Electric Inc., entered into the First Amendment to First Amended and Restated Credit Agreement, dated as of April 6, 2007 (the "Credit Agreement Amendment"), with MXenergy and certain subsidiaries thereof, as guarantors, and lenders party thereto.

Among other things, the Credit Agreement Amendment (i) amends the definition of "Borrowing Base" to include 95% of the market value of certain auction rate investments held by MXenergy or its subsidiaries, (ii) amends the definition of "Consolidated Tangible Net Worth" to exclude certain non-cash compensation expenses, (iii) requires MXenergy to deliver a Borrowing Base Report within 60 days following the end of each full fiscal quarter setting forth any discrepancies between the then current borrowing base and the borrowing base on the last day of the previous fiscal quarter, (iv) requires MxEnergy Inc. and MxEnergy Electric Inc. to deliver an officer's certificate on the last day of each fiscal quarter certifying as to any revisions or updates to the risk management policy of MxEnergy Inc. and MxEnergy Electric Inc., (v) adds certain auction rate securities to the list of permitted investments, (vi) amends the minimum consolidated tangible net worth requirement such that it may not be less than \$30.0 million plus 50% of the sum of (a) year-to-date consolidated net income, and other than for the then current fiscal year, consolidated net income for each full fiscal year ending on and after June 30, 2007 and (b) any net equity issuances by MXenergy, (vii) increases the consolidated working capital requirement to \$145.0 million and (viii) amends the required interest coverage ratio to 2.0 to 1.0 through December 31, 2007 and 1.6 to 1.0 thereafter.

A copy of the Credit Agreement Amendment was filed as an exhibit to Amendment No. 2 to the Registration Statement on Form S-4 of MXenergy which was filed with the Securities and Exchange Commission ("SEC") on April 6, 2007.

#### Amendment to Hedge Facility

MxEnergy Inc. entered into the First Amendment to Master Transaction Agreement, dated as of April 6, 2007 (the "Hedge Facility Amendment"), with MXenergy and certain subsidiaries thereof, as guarantors, and Societe Generale.

Among other things, the Hedge Facility Amendment incorporates certain of the amendments made within the Credit Agreement Amendment including those previously described in sections (v) through (viii) under Amendment to Credit Agreement elsewhere in this Current Report and requires MxEnergy Inc. to deliver to Societe Generale on the last day of each fiscal quarter an officer's certificate certifying as to any revisions or updates to MxEnergy Inc.'s risk management policy.

A copy of the Hedge Facility Amendment was filed as an exhibit to Amendment No. 2 to the Registration Statement on Form S-4 of MXenergy which was filed with the SEC on April 6, 2007.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Current Report to be signed on its behalf by the undersigned, thereunto duly authorized.

MXENERGY HOLDINGS INC.

Date: April 11, 2007

By: 

Name: Carole R. Artman-Hodge

Title: Director and Executive Vice President