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June 23, 2014

Ms. Barcy F. McNeal
Secretary
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

PUCO

2014 JUN 23 PM 12:04

RECEIVED-DOCKETING DIV

Re: *In the Matter of the Application of
Lykins Oil Company d/b/a Lykins Energy
Solutions for Certification as an Electric
Aggregator, Power Broker and Power
Marketer.
Case No. 14-0931-EL-CRS*

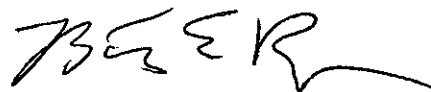
Dear Ms. McNeal:

In response to a request by the Commission staff, attached for filing in the above-referenced matter are the original and ten copies of the public version of Revised Exhibit C-4 to the above-referenced application of Lykins Oil Company d/b/a Lykins Energy Solutions ("Lykins") for certification as an electric aggregator, power broker, and power marketer, and an amended motion for a protective order governing the confidential version of Revised Exhibit C-4, three copies of which are filed herewith under seal.

In addition, at the request of the Commission staff, Lykins wishes to clarify that the forecasted financial information contained in Exhibit C-5 to the application in this case relates solely to Lykins' power marketing business.

Thank you for your attention to this matter.

Sincerely,



Barth E. Royer
Attorney for Lykins Oil Company

Attachments

This is to certify that the images appearing are an
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Lykins Oil Company

Revised Exhibit C-4

Financial Arrangements

Lykins currently has a \$50 million credit facility with US Bank and Wells Fargo Bank, of which, Lykins is currently using approximately \$25 million. Thus, Lykins will not require additional financial arrangements to provide the service that is the subject of this application.

The credit facility is a voluminous document. However, to confirm the amount and current expiration date of this financial arrangement, copies of the cover pages of the original financing agreement, a redacted version of the First Amendment to Financing Agreement, and an excerpt from the Third Amendment to the Financing Agreement are attached hereto.

RECEIVED-DOCKETING DIV

2014 JUN 23 PM 12:05

PUCO

FINANCING AGREEMENT

AMONG

**LYKINS OIL COMPANY,
as Borrowers' Agent and Borrower,**

THE OTHER BORROWERS PARTY THERETO,

**U.S. BANK NATIONAL ASSOCIATION,
as Agent and Lender,**

and

**THE LENDERS FROM TIME TO TIME
PARTY THERETO**

September 22, 2008

McDonald Hopkins

EXECUTION VERSION

U.S. \$70,000,000

FINANCING AGREEMENT,

dated as of September 22, 2008

among

THE LENDERS FROM TIME TO TIME PARTY TO THIS AGREEMENT,

U.S. BANK NATIONAL ASSOCIATION,

as Agent

LYKINS OIL COMPANY

as Borrowers' Agent and Borrower

and

LYKINS COMPANIES, INC.

LYKINS C-STORES, INC.

LYKINS TRANSPORTATION, INC.

LYKINS REALTY, LLC

MID STATES POOL SERVICE, LLC

as Borrowers

FIRST AMENDMENT TO FINANCING AGREEMENT

This FIRST AMENDMENT TO FINANCING AGREEMENT (this "Amendment") is entered into as of June __, 2009 (the "Effective Date"), by and among LYKINS OIL COMPANY, an Ohio corporation ("Oil"), LYKINS COMPANIES, INC., an Ohio corporation ("Parent"), LYKINS C-STORRS, INC., an Ohio corporation ("Stores"), LYKINS TRANSPORTATION, INC., an Ohio corporation ("Transportation"), and LYKINS REALTY, LLC, an Ohio limited liability company ("Realty"), and MID STATES POOL SERVICE, LLC, an Ohio limited liability company ("Mid States") and together with Oil, Parent, Stores, Transportation and Realty, collectively, "Borrowers," and individually, each a "Borrower", the Lenders (as defined in the Financing Agreement (as defined below)), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as a Lender, LC Issuer and as Agent ("Agent").

WHEREAS, Borrowers, Lenders and Agent entered into that certain Financing Agreement dated as of September 22, 2008 (as amended, restated, modified or supplemented, the "Financing Agreement");

WHEREAS, Borrowers, Lenders and Agent have agreed to amend the Financing Agreement as set forth herein; and

WHEREAS, the defined terms used but not defined herein shall have the meanings ascribed to such terms in the Financing Agreement.

NOW, THEREFORE, for valuable consideration received to their mutual satisfaction, the parties hereby agree as follows:

1. Amendment to Article I -- New Definition. The defined term "Excise Tax Reserve" is hereby added to Section 1.1 of the Financing Agreement in its proper alphabetical order:

"Excise Tax Reserve" means an amount representing the excise/use tax Borrowers are required to pay at the end of each fiscal month to taxing authorities. The Excise Tax Reserve will be implemented on a weekly basis and shall accumulate during the month until such time that Borrowers pay such tax at the end of each fiscal month, at which time the Excise Tax Reserve will reset to Zero Dollars and start over for the next fiscal month. The Excise Tax Reserve shall initially be in an amount equal to \$500,000 per week but may be adjusted by Agent in the exercise of its discretion in good faith.

2. Amendment to Article I -- Existing Definitions. (a) The defined term "Eligible Receivables" contained in Section 1.1 of the Financing Agreement is hereby amended by deleting clause (i)(d) in its entirety and replacing it with the following:

"(d) Receivables with respect to which not more than (1) 60 days have elapsed since the date of the original invoice applicable thereto with respect to Receivables which are due and payable absolutely and unconditionally within a Borrower's standard terms of no greater than 21 days from the date of the invoice applicable thereto and (2) 90 days have elapsed since the date of the original invoice applicable thereto with respect to Receivables which are due and payable absolutely and unconditionally within a Borrower's standard terms of 30 days from the date of the invoice applicable thereto."

(b) The defined term "Reserve Amount" contained in Section 1.1 of the Financing Agreement is hereby amended by (i) deleting the text "or" at the end of clause (vi); (ii) deleting the "." at the end of clause (vii) and inserting the text "; and" in lieu thereof; and (iii) inserting the following text as clause (viii) of such section:

"(viii) the Excise Tax Reserve."

3. Amendment to Section 2.1. Section 2.1 of the Financing Agreement is hereby amended by deleting the text "Seventy Million Dollars (\$70,000,000)" and replacing it with the text "Fifty Million Dollars (\$50,000,000)."

4. Amendment to Section 3.2. Section 3.2.2 of the Financing Agreement is hereby amended by deleting the pricing table set forth in such section and replacing it with the following:

<\$10,000,000				
≥\$10,000,000 but <\$20,000,000				
>\$20,000,000				

5. Amendment to Exhibit E. Section 3 of Exhibit E is hereby deleted in its entirety and replaced with the following:

"Section 3. Availability.

Borrowers will not permit the monthly Average Revolving Credit Availability to be less than \$2,000,000, commencing with the fiscal month ending July 31, 2009 and at all times thereafter, determined as if the last day of each fiscal month."

6. Amendment to Schedule 1 - Lender Commitments. Schedule 1 - Lender Commitments attached to the Financing Agreement is hereby deleted in its entirety and replaced with the Schedule attached hereto and titled "Amended Schedule 1 - Lender Commitments."

7. Implementation of Reserve. Beginning on the Effective Date, Agent will implement the Excise Tax Reserve. Agent reserves the right to further implement any additional Reserve Amount or to exercise any other rights, powers and privileges granted to Agent under the Financing Agreement or any of the other Loan Documents.

8. Event of Default. Events of Default has occurred under (a) Section 11.1(b)(1) of the Financing Agreement as a result of Borrowers' non-compliance with Section 10.28, Exhibit E, Section 3 of the Financing Agreement for the fiscal months ending November 30, 2008 up through and including April 30, 2009 and (b) Section 11.1(c) of the Financing Agreement as a result of Borrowers' non-compliance with Section 8.7 of the Financing Agreement with respect to Fiscal Year 2008 (collectively, the "Disclosed Defaults"). Agent and Lenders hereby acknowledges the existence of the Disclosed Defaults, agrees to waive such Disclosed Defaults, and will forbear from taking any action at this time regarding such Disclosed Default. Except as otherwise waived hereunder, Agent and Lenders reserve the right to invoke fully any and all of its respective rights,

remedies, powers and privileges under the Financing Agreement and all other Loan Documents at any time in the exercise of Agent's and Lenders' sole and absolute discretion.

9. Representations and Warranties. Each Borrower represents and warrants to Agent and Lenders that (a) it has the power and authority and legal right to execute and deliver this Amendment, (b) the execution and delivery by such Borrower of this Amendment, and the performance of its obligations hereunder, have been duly authorized by proper proceedings, and (c) this Amendment constitutes a legal, valid and binding obligation of such Borrower enforceable against such Loan Party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and except as the same may be subject to general principles of equity.

10. Costs. Borrowers hereby agree to reimburse Agent and Lenders for any and all out-of-pocket costs, fees and expenses incurred in connection with this Amendment, including, without limitation, attorneys' fees.

11. General Terms. Except as set forth herein, this Amendment shall be effective as of the Effective Date. Except as specifically amended herein, directly or by reference, all of the terms and conditions set forth in the Financing Agreement are confirmed and ratified, and shall remain as originally written. This Amendment shall be construed in accordance with the laws of the State of Ohio, without regard to principles of conflict of laws. The Financing Agreement and all other Loan Documents shall remain in full force and effect in all respects as if the unpaid balance of the principal outstanding, together with interest accrued thereon, had originally been payable and secured as provided for therein, as amended from time to time and as modified by this Amendment. Nothing herein shall affect or impair any rights and powers which Borrowers, Lenders or Agent may have under the Financing Agreement and any and all other Loan Documents.

12. Release. In consideration of this Amendment, Borrowers hereby release and discharge Agent and Lenders and their respective shareholders, directors, officers, employees, attorneys, affiliates and subsidiaries from any and all claims, demands, liability and causes of action whatsoever, now known or unknown, arising prior to the date hereof out of or in any way related to the extension or administration of the Obligations of Borrowers, the Financing Agreement or any mortgage or security interest related thereto.

13. No Effect. The parties hereto agree that this Amendment shall in no manner affect or impair the liens and security interests evidenced by the Financing Agreement and/or any other instruments evidencing, securing or related to the Obligations.

14. Counterparts; Facsimile Signatures. This Amendment may be executed in counterparts and all such counterparts shall constitute one agreement binding on all the parties, notwithstanding that the parties are not signatories to the same counterpart. The parties may execute this Amendment by facsimile, and all such facsimile signatures shall have the same force and effect as manual signatures delivered in person.

[Remainder of Page Intentionally Left Blank]

EXECUTION VERSION

IN WITNESS WHEREOF, the Borrowers, the Lenders and the Agent have executed this Amendment as of the date first above written.

BORROWERS:

LYKINS OIL COMPANY

By: [Signature]
Name: Robert J. Manning
Title: Treasurer

LYKINS COMPANIES, INC.

By: [Signature]
Name: Robert J. Manning
Title: Treasurer

LYKINS C-STORES, INC.

By: [Signature]
Name: Robert J. Manning
Title: Treasurer

LYKINS TRANSPORTATION, INC.

By: [Signature]
Name: Robert J. Manning
Title: Treasurer

LYKINS REALTY, INC.

By: [Signature]
Name: Robert J. Manning
Title: Treasurer

MID STATES POOL SERVICE, LLC

By: [Signature]
Name: Robert J. Manning
Title: Treasurer

LENDERS:

U.S. BANK NATIONAL ASSOCIATION,
as a Lender, Agent and LC Issuer

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, N.A.,
as a Lender

By: _____
Name: _____
Title: _____

EXECUTION VERSION

IN WITNESS WHEREOF, the Borrowers, the Lenders and the Agent have executed this Amendment as of the date first above written.

BORROWERS:

LYKINS OIL COMPANY

By: _____
Name: _____
Title: _____

LYKINS C-STORES, INC.

By: _____
Name: _____
Title: _____

LYKINS REALTY, INC.

By: _____
Name: _____
Title: _____

LYKINS COMPANIES, INC.

By: _____
Name: _____
Title: _____

LYKINS TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

MID STATES POOL SERVICE, LLC

By: _____
Name: _____
Title: _____

LENDERS:

U.S. BANK NATIONAL ASSOCIATION,
as a Lender, Agent and LC Issuer

By: Joseph J. Schlarke
Name: JOSEPH J. SCHLARKE
Title: Vice President

WELLS FARGO BANK, N.A.,
as a Lender

By: _____
Name: _____
Title: _____

EXECUTION VERSION

IN WITNESS WHEREOF, the Borrowers, the Lenders and the Agent have executed this Amendment as of the date first above written.

BORROWERS:

LYKINS OIL COMPANY

By: _____
Name: _____
Title: _____

LYKINS COMPANIES, INC.

By: _____
Name: _____
Title: _____

LYKINS C-STORES, INC.

By: _____
Name: _____
Title: _____

LYKINS TRANSPORTATION, INC.

By: _____
Name: _____
Title: _____

LYKINS REALTY, INC.

By: _____
Name: _____
Title: _____

MID STATES POOL SERVICE, LLC

By: _____
Name: _____
Title: _____

LENDERS:

U.S. BANK NATIONAL ASSOCIATION,
as a Lender, Agent and LC Issuer

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, N.A.,
as a Lender

By: Brian T. Sprank
Name: BRIAN T. SPRANK
Title: VICE PRESIDENT

EXECUTION VERSION

ACKNOWLEDGMENT AND AGREEMENT OF GUARANTOR

The undersigned, a guarantor of the indebtedness of Borrowers to Agent and Lenders, pursuant to that certain Guaranty dated as of September 22, 2008 (as may be amended, restated, modified or supplemented from time to time), hereby (a) acknowledges receipt of the foregoing Amendment; (b) consents to the terms and execution thereof; (c) reaffirms all obligations to Agent and Lenders pursuant to the terms of its Guaranty; and (d) acknowledges that Agent and Lenders may amend, restate, extend, renew or otherwise modify the Agreement and any indebtedness or agreement of Borrowers, or enter into any agreement or extend additional or other credit accommodations, without notifying or obtaining the consent of the undersigned and without impairing the liability of the undersigned under its Guaranty for all of Borrowers' present and future indebtedness to Agent and Lenders.

CFRI, INC.

By: 

Name: Robert J. Mannin

Title: Treasurer

THIRD AMENDMENT TO FINANCING AGREEMENT

This THIRD AMENDMENT TO FINANCING AGREEMENT (this "Amendment") is entered into as of December __, 2012 (the "Effective Date"), by and among LYKINS OIL COMPANY, an Ohio corporation ("Oil"), LYKINS COMPANIES, INC., an Ohio corporation ("Parent"), LYKINS C-STORES, INC., an Ohio corporation ("Stores"), LYKINS TRANSPORTATION, INC., an Ohio corporation ("Transportation"), and LYKINS REALTY, LLC, an Ohio limited liability company ("Realty"), and MID STATES POOL SERVICE, LLC, an Ohio limited liability company ("Mid States") and together with Oil, Parent, Stores, Transportation and Realty, collectively, "Borrowers," and individually, each a "Borrower", the Lenders (as defined in the Financing Agreement (as defined below)), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as a Lender, LC Issuer and as Agent ("Agent").

WHEREAS, Borrowers, Lenders and Agent entered into that certain Financing Agreement dated as of September 23, 2008, as amended by (a) that certain First Amendment to Financing Agreement, dated as of June 4, 2009 (the "First Amendment"), and (b) that certain Second Amendment to Financing Agreement, dated as of June 28, 2011 (the "Second Amendment") (as amended by the First Amendment, Second Amendment and as the same may be further amended, restated, modified or supplemented, the "Financing Agreement");

WHEREAS, Borrowers, Lenders and Agent have agreed to further amend the Financing Agreement as set forth herein; and

WHEREAS, the defined terms used but not defined herein shall have the meanings ascribed to such terms in the Financing Agreement.

NOW, THEREFORE, for valuable consideration received to their mutual satisfaction, the parties hereby agree as follows:

1. Amendment to Article I — New Definitions. The defined term "Third Amendment Effective Date" is hereby added to Section 1.1 of the Financing Agreement in its proper alphabetical order:

"Third Amendment Effective Date" means December __, 2012.

2. Amendment to Article I — Existing Definitions. The defined terms "Maturity Date" and "Revolving Credit Commitment" contained in Section 1.1 of the Financing Agreement are hereby amended by deleting them in its entirety and replacing them with, respectively, the following:

"Maturity Date" means the earlier to occur of (i) September 23, 2017, and (ii) the Voluntary Termination Date.

"Revolving Credit Commitment" means, when used with reference to a particular Lender, its obligation to make Revolving Loans and to participate in Letters of Credit. The maximum amount of each Lender's Revolving Credit Commitment is set forth on Schedule 1, as such commitment may be (i) reduced