

15,0748-EL-AGG

March 29, 2017

Ohio Public Utilities Commission
Docketing Division
180 East Broad Street
Columbus, OH 43215

PUCO

2017 MAR 31 PM 1:34

Re: **Definitive Energy Group, Inc.**
Electric Broker Renewal Application

To Whom It May Concern:

Enclosed please find an **Electric Broker Renewal Application** for our client, **Electric Broker Renewal Application**. Once the application has been processed, please forward evidence of approval to the mailing address on the application. If there is any issue, or if you require any further information, please do not hesitate to contact us.

Thank you,

LicenseLogix
140 Grand Street, Suite 300
White Plains, NY 10601
renewals@licenseologix.com
(800) 292-0909

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Technician Am Date Processed 3/31/17



Public Utilities Commission

Original AGG Case Number	Version
15 - 748 -EL-AGG	May 2016

RENEWAL APPLICATION FOR ELECTRIC AGGREGATORS/POWER BROKERS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit C-10 Corporate Structure). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division; 180 East Broad Street, Columbus, Ohio 43215-3793.

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

A. RENEWAL INFORMATION

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

☒ Power Broker ☐ Aggregator

A-2 Applicant's legal name, address, telephone number, PUCO certificate number, and web site address

Legal Name Definitive Energy Group, Inc.
Address 1375 Hyland Dr. Evergreen, CO 80439
PUCO Certificate # and Date Certified _____
Telephone # (630) 677-9899 Web site address (if any) www.degi.biz

A-3 List name, address, telephone number and web site address under which Applicant will do business in Ohio

Legal Name Definitive Energy Group, Inc.
Address 1375 Hyland Dr. Evergreen, CO 80439
Telephone # (630) 677-9899 Web site address (if any) www.degi.biz

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

Definitive Energy Group, Inc. _____

A-5 Contact person for regulatory or emergency matters

Name David Bruce
Title President
Business address 1375 Hyland Dr. Evergreen, CO 80439
Telephone # (630) 677-9899 Fax # (866) 644-8206
E-mail address dbruce@degi.biz

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

Name David Bruce
Title President
Business address 1375 Hyland Dr. Evergreen, CO 80439
Telephone # (630) 677-9899 Fax # (866) 644-8206
E-mail address dbruce@degi.biz

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

Customer Service address 1375 Hyland Dr. Evergreen, CO 80439
Toll-free Telephone # (866) 232-2241 Fax # (866) 644-8206
E-mail address dbruce@degi.biz

A-8 Applicant's federal employer identification number # 37-1476865

A-9 Applicant's form of ownership (check one)

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

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- A-10 Exhibit A-10 "Principal Officers, Directors & Partners"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.

B. APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- B-1 Exhibit B-1 "Jurisdictions of Operation,"** provide a list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail or wholesale electric services including aggregation services.

- B-2 Exhibit B-2 "Experience & Plans,"** provide a description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

B-3 **Exhibit B-3 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.

B-4 Disclose whether the applicant, a predecessor of the applicant, or any principal officer of the applicant have ever been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.

☒ No ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-4 "Disclosure of Consumer Protection Violations"** detailing such violation(s) and providing all relevant documents.

B-5 Disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail or wholesale electric service including aggregation service denied, curtailed, suspended, revoked, or cancelled within the past two years.

☒ No ☐ Yes

If yes, provide a separate attachment labeled as **Exhibit B-5 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"** detailing such action(s) and providing all relevant documents.

C. FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

C-1 **Exhibit C-1 "Annual Reports,"** provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information in Exhibit C-1 or indicate that Exhibit C-1 is not applicable and why. (This is generally only applicable to publicly traded companies who publish annual reports.)

C-2 **Exhibit C-2 "SEC Filings,"** provide the most recent 10-K/8-K Filings with the SEC. If the applicant does not have such filings, it may submit those of its parent company. An applicant may submit a current link to the filings or provide them in paper form. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that the applicant is not required to file with the SEC and why.

C-3 **Exhibit C-3 “Financial Statements,”** provide copies of the applicant’s two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business. If the applicant does not have a balance sheet, income statement, and cash flow statement, the applicant may provide a copy of its two most recent years of tax returns (with social security numbers and account numbers redacted).

C-4 **Exhibit C-4 “Financial Arrangements,”** provide copies of the applicant's financial arrangements to conduct CRES as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.).

Renewal applicants can fulfill the requirements of Exhibit C-4 by providing a current statement from an Ohio local distribution utility (LDU) that shows that the applicant meets the LDU’s collateral requirements.

First time applicants or applicants whose certificate has expired as well as renewal applicants can meet the requirement by one of the following methods:


1. The applicant itself stating that it is investment grade rated by Moody’s, Standard & Poor’s or Fitch and provide evidence of rating from the rating agencies.
2. Have a parent company or third party that is investment grade rated by Moody’s, Standard & Poor’s or Fitch guarantee the financial obligations of the applicant to the LDU(s).
3. Have a parent company or third party that is not investment grade rated by Moody’s, Standard & Poor’s or Fitch but has substantial financial wherewithal in the opinion of the Staff reviewer to guarantee the financial obligations of the applicant to the LDU(s). The guarantor company’s financials must be included in the application if the applicant is relying on this option.
4. Posting a Letter of Credit with the LDU(s) as the beneficiary.

If the applicant is not taking title to the electricity or natural gas, enter "N/A" in Exhibit C-4. An N/A response is only applicable for applicants seeking to be certified as an aggregator or broker.

- C-5 **Exhibit C-5 "Forecasted Financial Statements,"** provide two years of forecasted income statements for the applicant's **ELECTRIC related business activities in the state of Ohio Only**, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer. The forecasts should be in an annualized format for the two years succeeding the Application year.
- C-6 **Exhibit C-6 "Credit Rating,"** provide a statement disclosing the applicant's credit rating as reported by two of the following organizations: Duff & Phelps, Fitch IBCA, Moody's Investors Service, Standard & Poor's, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or an affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant's parent or affiliate organization that guarantees the obligations of the applicant. If an applicant or its parent does not have such a credit rating, enter "N/A" in Exhibit C-6.
- C-7 **Exhibit C-7 "Credit Report,"** provide a copy of the applicant's credit report from Experian, Dun and Bradstreet or a similar organization. An applicant that provides an investment grade credit rating for Exhibit C-6 may enter "N/A" for Exhibit C-7.
- C-8 **Exhibit C-8 "Bankruptcy Information,"** provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.
- C-9 **Exhibit C-9 "Merger Information,"** provide a statement describing any dissolution or merger or acquisition of the applicant within the two most recent years preceding the application.
- C-10 **Exhibit C - 10 "Corporate Structure,"** provide a description of the applicant's corporate structure, not an internal organizational chart, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America. If the applicant is a stand-alone entity, then no graphical depiction is required and applicant may respond by stating that they are a stand-alone entity with no affiliate or subsidiary companies.

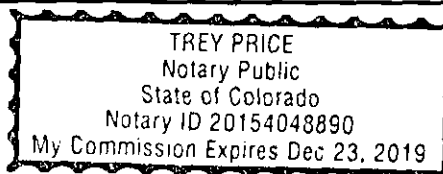

Signature of Applicant & Title

Sworn and subscribed before me this 22nd day of MARCH, 2017
Month Year


Signature of official administering oath

TREY PRICE, NOTARY PUBLIC
Print Name and Title

My commission expires on 12/23/19



AFFIDAVIT

State of _____ :

_____ ss.
(Town)

County of _____ :

_____, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the President (Office of Affiant) of Definitive Energy Group, Inc. (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
8. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

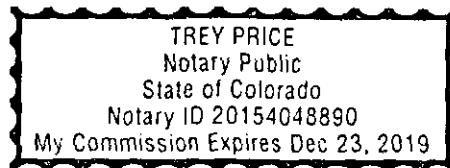

Signature of Affiant & Title

Sworn and subscribed before me this 22ND day of MARCH, 2017
Month Year


Signature of official administering oath

TREY PRICE, NOTARY PUBLIC
Print Name and Title

My commission expires on 12/23/19



DEFINITIVE ENERGY GROUP, INC

Exhibit A-10 "Principal Officers, Directors, and Partners"

David Bruce, President
1375 Hyland Dr.
Evergreen, CO 80439
(630) 677-9899
dbruce@degil.biz

Exhibit B-1 “Jurisdictions of Operations”

The applicant is licensed to provide electric services in the following states: IL, MA, ME, NH, OH, PA

Exhibit B-2 “Experience & Plans”

Definitive Energy Group Inc. (DEGI) is an energy consulting firm with over a decade of experience in the buying of natural gas and electricity.

Our Retail Electric Supplier (RES) contracts are Non Exclusive Agent, Broker, Consulting (ABC) contracts that facilitate customer payment to DEGI and collected by RES on a fee per kWh/Dth basis from the customer. Our contracts with all RES clearly state we, DEGI, work for the customer (buyer).

All customers' complaints and inquiries are directed and handled to and by David Bruce, President.

Exhibit B-3 “Disclosure of Liabilities and Investigations”

Definitive Energy Group, Inc. does not have any existing, pending or past rulings, judgments, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational status or ability to provide the services it is seeking to be certified to provide.

Exhibit C-1 "Annual Reports"

N/A. Definitive Energy Group, Inc. is a closely held company with no annual reports.

Exhibit C-2 "SEC Filings"

N/A. Definitive Energy Group, Inc. is not required to file with the SEC as we do not take title to electricity or gas.

Exhibit C-3 "Financial Statements"

I David Bruce President DEGI certify that these are the correct financial statements. Please see attached.

Exhibit C-4 "Financial Arrangements"

N/A. Definitive Energy Group, Inc. does not have financial arrangements to conduct CRES as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.)

Exhibit C-5 "Forecasted Financial Statements"

Prepared by David Bruce President 1375 Hyland Dr. Evergreen CO. 80439, dbruce@degi.biz - 630-677-9899 Please see attached.

Exhibit C-6 "Credit Rating"

None of the reporting agencies will provide ratings or reports for free They want upwards of \$700 to provide these. See D&B summary information - Please see attached.

Duns will not give me a credit rating. They stated you as a State agency would have access to my credit report. I cannot find anywhere on Experians website how to access a business credit report. My DUNS number is below you can utilize this to access my report. DUNS# 962313298

Exhibit C-7 "Credit Report"

None of the reporting agencies will provide ratings or reports for free They want upwards of \$700 to provide these. See D&B summary information - Please see attached.

Duns will not give me a credit report. They stated you as a State agency would have access to my credit report. I cannot find anywhere on Experians website how to access a business credit report. My DUNS number is below you can utilize this to access my report. DUNS# 962313289

Exhibit C-8 "Bankruptcy Information"

N/A. Definitive Energy Group, Inc. does not have any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent, or affiliate organization.

Exhibit C-9 "Merger Information"

Definitive Energy Group, Inc. IL corp merged with Definitive Energy Group, Inc. CO corp. in Dec 2016. See attached.

Exhibit C-10 "Corporate Structure"

Definitive Energy Group has two employees myself and an Admin. Our only affiliations are with the suppliers which we have non exclusive agreements with.

EXHIBIT C-3

12:16 PM

03/22/17

Cash Basis

Definitive Energy Group
Summary Balance Sheet
As of December 31, 2016

	Dec 31, 16
ASSETS	
Current Assets	
Checking/Savings	219.99
Accounts Receivable	-3,525.06
Total Current Assets	-3,305.07
Fixed Assets	56,250.42
Other Assets	20,513.25
TOTAL ASSETS	73,458.60
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	1,784.16
Other Current Liabilities	6,248.76
Total Current Liabilities	8,032.92
Long Term Liabilities	23,430.19
Total Liabilities	31,463.11
Equity	41,995.49
TOTAL LIABILITIES & EQUITY	73,458.60

12:14 PM

03/22/17

Accrual Basis

Definitive Energy Group
Income by Customer Summary
January 2015 through December 2016

	<u>Jan '15 - Dec 16</u>
Amazon	-12.63
CenterPoint Energy	39,065.03
Champion Energy	13,698.48
ConEd	2,614.00
Constellation NE	1,311.81
Direct Energy	19,829.56
Exelon	326.09
Gas South LLC	3,831.61
Gull Lake Marine	500.00
IGS	5,481.71
Interconn Resources	582.44
Intuit *QuickBooks 800-446-8848	-95.57
Life Time Fitness	0.00
Midamerican Energy	127,514.11
Nicor Enerchange	9,233.00
OUTBACK	-69.78
PayPal	-809.40
RMG Energy Consultants, Inc.	55,327.55
RSN	195,078.91
Seminole Energy	9,001.90
Sempra Energy Solutions	368,107.17
Summitt Energy	21,222.10
UGI - Gasmark	13,499.08
US Treasury Refunds	3,634.29
TOTAL	<u>888,871.46</u>

Definitive Energy Group
Statement of Cash Flows
January 2015 through December 2016

	<u>Jan '15 - Dec 16</u>
OPERATING ACTIVITIES	
Net income	-4,799.48
Adjustments to reconcile Net Income to net cash provided by operations:	
Client Invoices (Accts Rec)	-6,504.97
DISCOVER	-10,084.92
Discover 7858	1,784.16
Auto Loan - ST Gerald Nissan	6,248.76
Net cash provided by Operating Activities	-13,356.45
INVESTING ACTIVITIES	
Accumulated depreciation	-27,938.38
Equipment and furnishings	-1,745.12
FIXED ASSETS: Fixed Asset - Auto	5,314.69
Loans to shareholder	-168.29
Net cash provided by Investing Activities	-24,537.10
FINANCING ACTIVITIES	
Auto Loan- Gerald Nissan	23,430.19
Net cash provided by Financing Activities	23,430.19
Net cash increase for period	-14,463.36
Cash at beginning of period	14,683.35
Cash at end of period	<u>219.99</u>

EXHIBIT C-5

PREPARED BY: DAVID BRUCE

BALANCE SHEET		2017	BALANCE SHEET		2018
		December 31, 2016			December 31, 2015
ASSETS			ASSETS		
Checking Savings		\$110.13	Checking Savings		\$2.09
Accounts Receivable		\$18.81	Accounts Receivable		\$40.46
Total Current Assets		\$128.94	Total Current Assets		\$42.55
Fixed Assets		\$239.11	Fixed Assets		\$255.33
Other Assets		\$152.59	Other Assets		\$152.59
TOTAL ASSETS		\$520.64	TOTAL ASSETS		\$450.46
LIABILITY			LIABILITY		
Credit Cards		\$75.64	Credit Cards		\$85.47
Total Current Liabilities		\$75.64	Total Current Liabilities		\$85.47
Total Liabilities		\$75.64	Total Liabilities		\$85.47
EQUITY			EQUITY		
Cap Stock		\$7.50	Cap Stock		\$7.50
Retained Earnings		\$378.51	Retained Earnings		\$645.51
Net Income		\$58.99	Net Income		-\$288.01
Total Equity		\$445.00	Total Equity		\$364.99
TOTAL LIABILITIES & EQUITY		\$520.64	TOTAL LIABILITIES & EQUITY		\$450.46
P&L INCOME & EXPENSE		2016	P&L INCOME & EXPENSE		2015
		December 31, 2016			December 31, 2015
Income		\$4,825.70	Income		\$4,846.08
Cost of goods sold		\$29.02	Cost of goods sold		\$53.86
GROSS PROFIT		\$4,796.68	GROSS PROFIT		\$4,792.22
Expense		\$4,736.75	Expense		\$4,963.21
NET ORDINARY INCOME		\$59.93	NET ORDINARY INCOME		-\$170.99
Other Income/Expense		-\$0.94	Other Income/Expense		-\$117.02
NET INCOME		\$58.99	NET INCOME		-\$288.01
CASH FLOW		2017	CASH FLOW		2018
		December 31, 2016			December 31, 2015
Net Income		\$58.99	Net Income		-\$288.01
Net Cash by OE		\$70.80	Net Cash by OE		-\$148.48
Investment Activities		\$16.22	Investment Activities		\$122.24
Finance Activities		\$21.02	Finance Activities		\$0.00
Net Cash Increase		\$108.03	Net Cash Increase		-\$26.23
Cash Beginning of Period		\$2.09	Cash Beginning of Period		\$28.32
CASH END OF PERIOD		\$110.13	CASH END OF PERIOD		\$2.09

EXIST

C-6 B C-7

Dave Bruce

Wednesday, March 22, 2017 at 1:21:44 PM Mountain Daylight Time

Subject: Dun & Bradstreet Account Duns# 96-387-0089

Date: Wednesday, March 22, 2017 at 1:09:54 PM Mountain Daylight Time

From: Sullivan, Camelia <SullivanC@dnb.com>

To: dbruce@degi.biz <dbruce@degi.biz>

Good Afternoon David,

Thank you for your time today. You can access your basic report for free online using the below link. You will have to register. The free report does not include scores and ratings. If you would like transfer a report to a 3rd party you will need to purchase Premier Gold \$599. It will provide you two comprehensive copies of the report that you can transfer over the next 12 months. Please let me know if you have any questions or if I may be of further assistance. Have a nice day.

<https://iupdate.dnb.com/iUpdate/viewiUpdateHome.htm;jsessionid=1556A211702536B313226851DD349816.app2>

EXHIBIT C-6 & C-7



David Bruce Admin | My Profile | Help | Log Out

Small Business Edition

SelfMonitor

Dashboard | My Company | Inquiries | Alerts

You are in SelfMonitor My Company » My Company

Live Report : DEFINITIVE ENERGY GROUP, INC.

Print
 PDF
 Preferences

D-U-N-S® Number: 96-231-3289 Trade Names: No trade names for this company.

D&B Address	
Address	990 Pinecrest Dr Ste 205 Sugar Grove, IL - 60554
Location Type	Single Location
Phone	630 677-9899
Fax	
Web	

If there are mismatches in your Credit Report, please provide updated information to D&B

[Update Your D&B Record](#)

Update My D&B Information

[Learn about evaluating other companies' creditworthiness](#)

Company Summary

Company Summary

- Corporate Linkage
- Predictive Indicators
- Trade Payments
- Trade References
- Public Filings
- History & Operations
- Banking & Finance
- Financial Statements
- Special Events

10 of 12 currently available Trade References can now be added. Details

[Add Trade Reference](#)

Trade Payments - Timeliness of Historical Payments

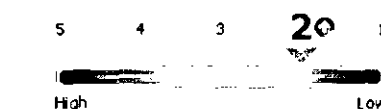
When weighted by dollar amount, Payments to suppliers average generally within terms



This assessment is based on D&B's PAYDEX® Score.

[View Details](#)

Predictive Indicators - Risk of Payment Delinquency

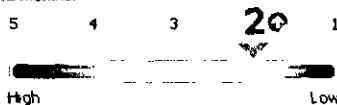


This assessment is based on D&B's Commercial Credit Score.

[View Details](#)

Predictive Indicators - Risk of Financial Stress

Low To Moderate risk of severe financial stress over the next 12 months.

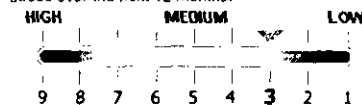


This assessment is based on D&B's Financial Stress Score.

[View Details](#)

Predictive Indicators - Supplier Evaluation Risk

Moderate risk of supplier experiencing severe financial stress over the next 12 months.



This assessment is based on Supplier Evaluation Risk Rating.

[View Details](#)

History & Operations

This is a single location

Chief Executive	DAVID BRUCE, CEO-PRES
Year Started	2003
Employees	undetermined
SIC	8611, 8742
Line of business	Business association, management consulting services
NAICS	813910
History Status	INCOMPLETE

[View Details](#)

Predictive Indicators - Credit Capacity for Headquarters

D&B Rating : --

The blank rating symbol should not be interpreted as indicating that credit should be denied. It simply means that the information available to D&B does not permit us to classify the company within our rating key and that further enquiry should be made before reaching a decision. Some reasons for using a "-" symbol include: deficit net worth, bankruptcy proceedings, insufficient payment information, or incomplete history information.

This assessment is based on D&B's D&B Rating.

[View Details](#)

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Financials Overview

No financials statements are currently available.

Record Type	Number of Records	Most recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	0	-

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

[View Details](#)

Corporate Linkage - Parent Company



No parent company found. To view the full family tree, which may include branches, subsidiaries and affiliates, click on [View Details](#).

[View Details](#)

[View Details](#)

News & Alerts



Alert Type	Date	Actions
Inquiry	04/05/2012	View

In the last 30 days, 1 alerts were generated for this company.

Live Report : DEFINITIVE ENERGY GROUP, INC.

D-U-N-S® Number: 96-231-3289 Trade Names: No trade names for this company.



Address 990 Pinecrest Dr Ste 205 Sugar Grove, IL - 60554		Location Type Single Location
Phone 630 677-9899	Web	
Fax		

If there are mismatches in your Credit Report, please provide updated information to D&B

[Update Your D&B Record](#)
 Update My D&B Information

[Learn about evaluating other companies' creditworthiness](#)

Company Summary

Corporate Linkage

Predictive Indicators

Trade Payments

Trade References

Public Filings

History & Operations

Banking & Finance

Financial Statements

Special Events

Predictive Indicators

[- \(More Info\)](#)

» Executive Summary » Credit Capacity Summary » D&B Credit Limit Recommendation » Financial Stress Summary
» Credit Score Summary » Supplier Evaluation Rating Summary » Quarterly Score Summary

Executive Summary

[- \(More Info\)](#)

The Financial Stress Class of 2 for this company shows that firms with this class had a failure rate of 0.09% (9 per 10,000), which is lower than the average of businesses in D & B's database.

The Credit Score class of 2 for this company shows that 10.6% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Predictive Scores	This Business	Comments
Financial Stress Class	2	Failure Rate lower than the average of businesses in D & B's database
Financial Stress Score	1535	Highest Risk: 1,001; Lowest Risk: 1,875
Credit Score Class	2	Probability of Severely Delinquent Payment is lower than the average of businesses in D & B's database.
Credit Score	473	Highest Risk: 101; Lowest Risk: 670
Supplier Evaluation Risk Rating	3	Moderate risk of severe Supplier evaluation rating over the next 12 months.

Other Key Indicators

Current PAYDEX	generally within terms	Pays same as the average for its industry of generally within terms
Industry Median	generally within terms	
Present management control	9 years	
UCC Filings	UCC filing(s) are not reported for this business	
Public Filings	No record of open Suit(s), Lien(s), or Judgment(s) in the D&B database	
History	Is incomplete	

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Credit Capacity Summary

[- \(More Info\)](#)

This credit rating was assigned because of D&B's assessment of the company's financial ratios and its cash flow. For more information, see the "D&B Rating Key".

D&B Rating : --

The blank rating symbol should not be interpreted as indicating that credit should be denied. It simply means that the information available to D&B does not permit us to classify the company within our rating key and that further enquiry should be made before reaching a decision. Some reasons for using a "-" symbol include: deficit net worth, bankruptcy proceedings, insufficient payment information, or incomplete history information.

Below is an overview of the company's rating history since 2010-04-21

D&B Rating	Date Applied
--	2010-04-21

of Employees Total: undetermined

Payment Activity:
(based on 3 experiences)

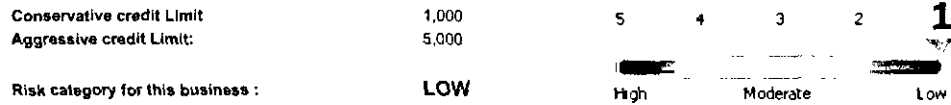
Average High Credit: 550
Highest Credit: 1,000
Total Highest Credit: 1,100

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D&B Credit Limit Recommendation

[- \(More Info\)](#)

This recommended Credit Limit is based on the company profile and on profiles of other companies with similarities in size, industry, and credit usage.



Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. See Help for details.

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Financial Stress Class Summary

[- \(More Info\)](#)

Moderate risk of severe financial stress, such as a bankruptcy, over the next 12 months.



The Financial Stress Class Summary Model predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&Bs extensive data files.

Incidence of Financial Stress:

Among Businesses with this Classification: **0.09 %** (9 per 10000)

Average of Businesses in D&Bs database: **0.48 %** (48 per 10000)

Financial Stress National Percentile : **81** (Highest Risk: 1; Lowest Risk: 100)

Financial Stress Score : **1535** (Highest Risk: 1001; Lowest Risk: 1875)

The Financial Stress Class of this business is based on the following factors:

- Limited time in business.

Notes:

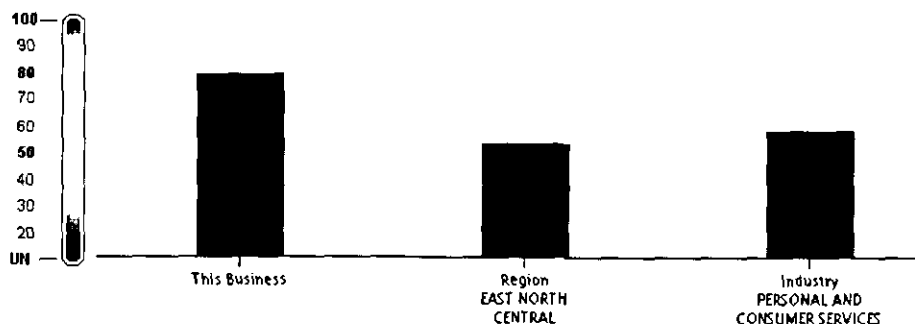
- The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
- The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress - National Average represents the national failure rate and is provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&Bs file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

Norms

This Business
Region: EAST NORTH CENTRAL
Industry: PERSONAL AND CONSUMER SERVICES
Employee range:
Years in Business: 6-10

National %

81
50
56
UN
43



Region: EAST NORTH CENTRAL
Industry: PERSONAL AND CONSUMER SERVICES
Employee range:
Years in Business: 6-10

This Business has a Financial Stress Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Lower risk than other companies with a comparable number of years in business.

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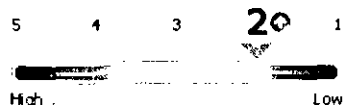
Credit Score Summary

This information may not be reproduced in whole or in part by any means of reproduction.

[- \(More Info\)](#)

Credit Score Class :

2



The Commercial Credit Score predicts the likelihood that a company will pay its bills in a severely delinquent manner (90 days or more past terms), obtain legal relief from creditors or cease operations without paying all creditors in full over the next 12 months. Scores are calculated using a statistically valid model derived from D&B's extensive data files.

Incidence of Delinquent Payment:

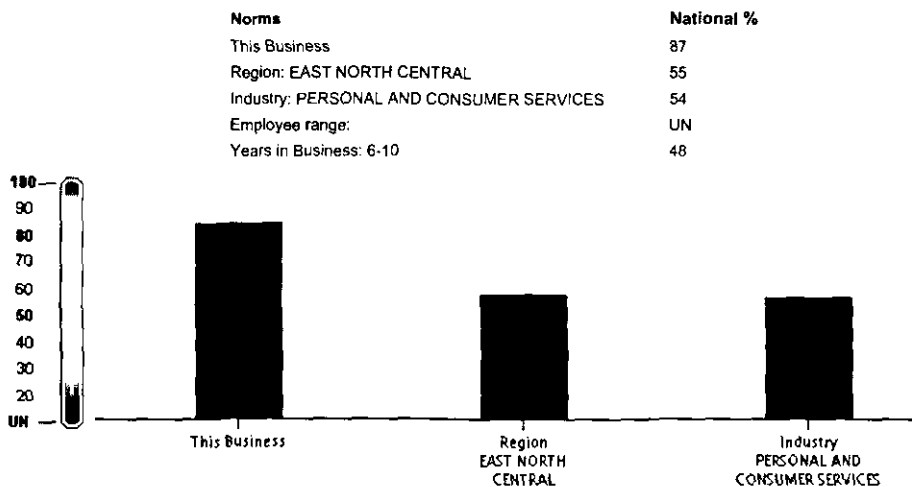
Among Companies with this Classification: 10.60 %
Average compared to businesses in D&B's database: 23.50 %
Credit Score Percentile : 87 (Highest Risk: 1; Lowest Risk: 100)
Credit Score: 473 (Highest Risk: 101; Lowest Risk: 670)

The Credit Score Class of this business is based on the following factors:

- Low proportion of satisfactory payment experiences to total payment experiences.

Notes:

- The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
- The probability of delinquency shows the percentage of firms in a given percentile that are likely to pay creditors in a severely delinquent manner. The average probability of delinquency is based on businesses in D&B's database and is provided for comparative purposes.
- The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
- The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.



Region: EAST NORTH CENTRAL
Industry: PERSONAL AND CONSUMER SERVICES
Years in Business: 6-10

This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.

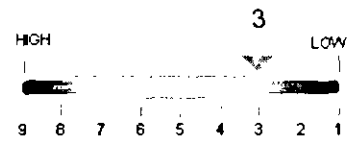
- Lower risk than other companies with a comparable number of years in business.

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Supplier Evaluation Rating Summary

[- \(More Info\)](#)

Supplier Evaluation Risk Rating: 3




- Average Payments are on terms.
- Average Industry Payments are on terms.
- Under present management control 9 years.

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Quarterly Score Summary - Change in scores over a 90 day period

[- \(More Info\)](#)

 The quarterly score summary report is generated based on changes in scores over a 90-day period. There is no report available for viewing currently.

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You are in SelfMonitor: [My Company](#) » [My Company](#)

Live Report : DEFINITIVE ENERGY GROUP, INC.

D-U-N-S® Number: 96-231-3289 Trade Names: No trade names for this company.

Print PDF Preferences

Address	990 Pinecrest Dr Ste 205 Sugar Grove, IL - 60554	Location Type	Single Location
Phone	630 677-9899	Web	
Fax			

If there are mismatches in your Credit Report, please provide updated information to D&B

[Update Your D&B Record](#)

Update My D&B information

Learn about evaluating other companies' creditworthiness

Company Summary

Corporate Linkage

Predictive Indicators

Trade Payments

Trade References

Public Filings

History & Operations

Banking & Finance

Financial Statements

Special Events

Trade Payments

- (More Info)

» [D&B PAYDEX® Summary](#) » [D&B PAYDEX](#) » [PAYDEX® Yearly Trend](#) » [PAYDEX® Comparison to Industry](#) » [Payment Habits](#)

» [Payment Summary](#) » [Detailed payment history for this company](#) » [Quarterly Paydex Summary](#)

D&B PAYDEX® Summary

- (More Info)

Timeliness of historical payments for this company.

Current PAYDEX is	80	Equal to generally within terms
Industry Median is	80	Equal to generally within terms
Payment Trend currently is	↔	Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	3
Payments Within Terms (not dollar weighted)	100 %
Total Placed For Collection	0
Average Highest Credit	550
Largest High Credit	1,000
Highest Now Owing	100
Highest Past Due	0

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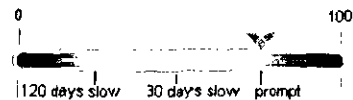
D&B PAYDEX®

- (More Info)

The D&B PAYDEX is a unique, dollar weighted indicator of payment performance based on payment experiences as reported to D&B by trader references. Learn more about the D&B PAYDEX Score

D&B PAYDEX 80

When weighted by dollar amount, payments to suppliers average generally within terms



- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

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PAYDEX® Yearly Trend - 12 Month PAYDEX® Comparison to Industry

- (More Info)

Shows PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Business association, management consulting services, based on SIC code 8611.

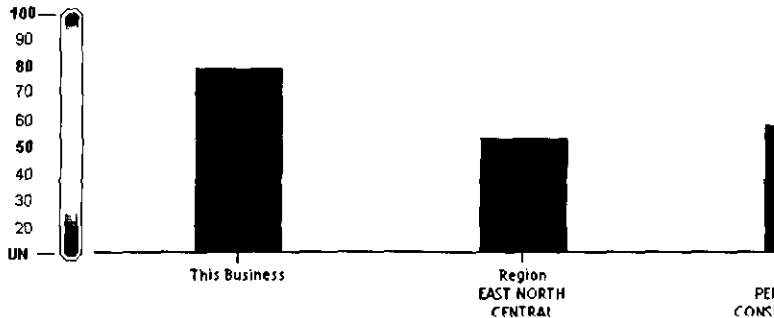
5/11	6/11	7/11	8/11	9/11	10/11	11/11	12/11	1/12	2/12	3/12	4/12
------	------	------	------	------	-------	-------	-------	------	------	------	------

UN UN UN UN UN UN UN UN UN UN UN UN UN

Industry Quartiles

Upper	.	.	.	.	80	.	.	80	.	.	80	.
Median	.	.	.	.	80	.	.	80	.	.	80	.
Lower	.	.	.	.	75	.	.	75	.	.	75	.

Shows the trend in D&B PAYDEX scoring over the past 12 months.



- Current PAYDEX for this Business is 80 , or equal to generally within terms
- The 12-month high is 80 , or equal to GENERALLY WITHIN terms
- The 12-month low is 80 , or equal to GENERALLY WITHIN terms and the D&B PAYDEX® was also unavailable during the period

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PAYDEX Comparison to Industry

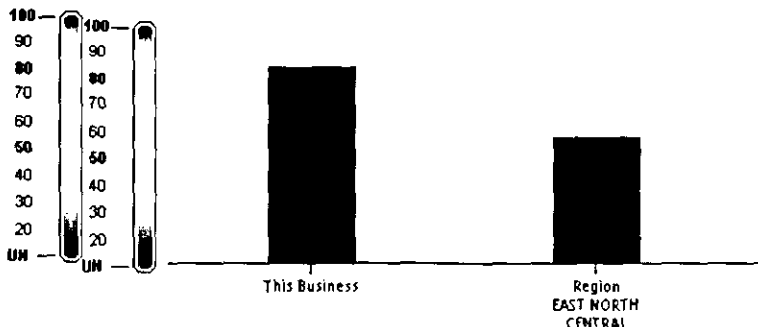
[\(More Info\)](#)

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters. The Primary Industry is Business association, management consulting services , based on SIC code 8611 .

Quarterly PAYDEX Comparison to Industry

Previous Year	06/10	09/10	12/10	03/11	Current Year	06/11	09/11	12/11	03/12
This Business	UN	UN	UN	UN	This Business	UN	80	80	80

Industry Quartiles					Industry Quartiles				
Upper	80	80	80	80	Upper	80	80	80	80
Median	79	80	80	80	Median	80	80	80	80
Lower	70	75	75	75	Lower	75	75	75	75



Based on payments collected over the last 4 quarters.

- Current PAYDEX for this Business is 80 , or equal to generally within terms
- The present industry median Score is 80 , or equal to generally within terms
- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

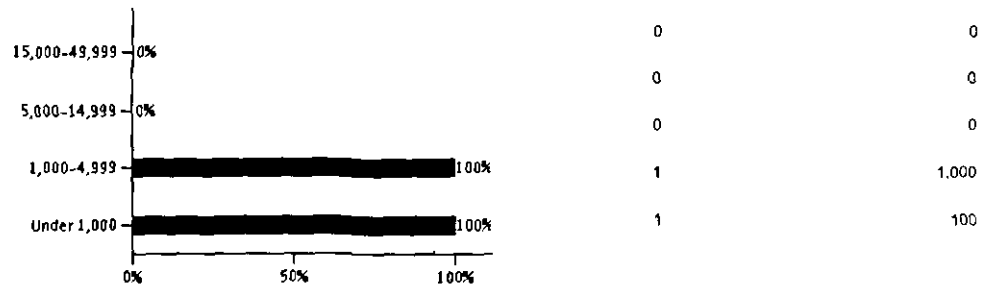
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Payment Habits

[\(More Info\)](#)

For all payment experiences within a given amount of credit extended, shows the percent that this Business paid within terms. Provides number of experiences to calculate the percentage, and the total credit value of the credit extended.

\$ Credit Extended	% of Payments Within Terms	# Payment Experiences	\$ Total Dollar Amount
Over 100,000	0%	0	0
50,000-100,000	0%		



■ Payment Habits Graph

Based on payments collected over last 12 months.

Payment experiences reflect how bills are met in relation to the terms granted. In some instances, payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

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Payment Summary

[- \(More Info\)](#)

The Payment Summary section reflects payment information in D&Bs file as of the date of this report.

There are 3 payment experience(s) in D&Bs file for the most recent 12 months, with 0 experience(s) reported during the last three month period.

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers primary industries:

	Total Revd (#)	Total Dollar Amts (\$)	Largest High Credit Payment Summary(\$)	Within Terms (%)	Days Slow <Payment Summary (%)	31	31-60	61-90	90+
Top Industries									
Whol office equipment	1	1,000	1,000	100	0	0	0	0	0
Insurance agent	1	100	100	100	0	0	0	0	0
Other payment categories									
Cash experiences	1	0	0						
Payment record unknown	0	0	0						
Unfavorable comments	0	0	0						
Placed for collections:									
With D&B	0	0	0						
Other	0	N/A	0						
Total in D&Bs file	3	1,100	1,000						

The highest Now Owes on file is 100. The highest Past Due on file is 0.

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Indications of slowness can be result of dispute over merchandise, skipper invoices etc.

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Detailed payment history for this company

[- \(More Info\)](#)

Detailed payment history

Date Reported (mm/yy)	Paying Record	High Credit (\$)	Now Owes (\$)	Past Due (\$)	Selling Terms	Last Sale Within (month)
07/11	Ppt	1,000	0	0	N30	4-5 mos
	Ppt	100	100	0	N30	1 mo
11/10	(003)	0	0	0	Cash account	6-12 mos

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

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Quarterly Paydex Summary - Change in scores over a 90 day period

[- \(More Info\)](#)



The quarterly paydex summary report is generated based on changes in scores over a 90-day period. There is no report available for viewing currently

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The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

EXHIBIT

C-9

7. The purpose or purposes for which it was organized which it proposes to pursue in the transaction of business in this state: (If not sufficient space to cover this point, add one or more sheets of this size)

The transaction of any lawful business for which the corporation may be organized under the corporation laws of the State of Colorado and permitted under the Illinois Business Corporation Act.

8. Authorized and issued shares:

Class	Series	Par Value	Number of Shares Authorized	Number of Shares Issued
Common		n/a	1000	1000
(If more, attach list)				

9. Paid-in Capital: \$ 1,000

("Paid-in Capital" replaces the terms Stated Capital & Paid-in Surplus and is equal to the total of these accounts.)

10. (a) Give an estimate of the total value of all the property* of the corporation for the following year:	\$	1000
(b) Give an estimate of the total value of all the property* of the corporation for the following year that will be located in Illinois:	\$	1000
(c) State the estimated total business of the corporation to be transacted by it everywhere for the following year:	\$	1000
(d) State the estimated annual business of the corporation to be transacted by it at or from places of business in the State of Illinois:	\$	1000

11. Interrogatories: (Important - this section must be completed.)

- (a) Is the corporation transacting business in this state at this time? No
- (b) If the answer to item 11(a) is yes, state the exact date on which it commenced to transact business in Illinois:

12. This application is accompanied by a certified copy of the articles of incorporation, as amended, duly authenticated, within the last ninety (90) days, by the proper officer of the state or country wherein the corporation is incorporated.

13. The undersigned corporation has caused this application to be signed by a duly authorized officer, who affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in BLACK INK.)

Dated DEC 15TH, 2016

(Month Day) (Year)

David W. Bruce

(Any Authorized Officer's Signature)

David W. Bruce, President

(Print Name and Title)

Definitive Energy Group, Inc.

(Exact Name of Corporation)

- * PROPERTY as used in this application shall apply to all property of the corporation, real, personal, tangible, intangible, or mixed without qualifications.

Note 1: Payment in connection with this application must be in the form of a certified check, cashier's check, Illinois attorney or CPA's check or money order made payable to the "Secretary of State". The minimum fee due upon qualification is \$175. Any additional fees will be billed and must be paid before this application can be filed.

[Handwritten signature]

Document processing fee

If document is filed on paper

\$150.00

If document is filed electronically

Currently Not Available

Fees & forms/cover sheets are
subject to change.

To file electronically, access instructions
for this form/cover sheet and other
information or print copies of filed
documents, visit www.sos.state.co.us
and select Business.

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Merger
(Surviving Entity is a Domestic Entity)

filed pursuant to § 7-90-203.7 of the Colorado Revised Statutes (C.R.S.)

1. For each merging entity, its ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and principal address are

ID Number

(Colorado Secretary of State ID number)

Entity name or true name

Definitive Energy Group, Inc.

Form of entity

Corporation

Jurisdiction

Illinois

Street address

1375 Hyland Drive

(Street number and name)

Evergreen

(City)

CO

(State)

80439

(ZIP/Postal Code)

(Province – if applicable)

(Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

ID Number

(Colorado Secretary of State ID number)

Entity name or true name

Form of entity

Jurisdiction

[Handwritten signature]

Street address

(Street number and name)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

ID Number

(Colorado Secretary of State ID number)

Entity name or true name

Form of entity

Jurisdiction

Street address

(Street number and name)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐

There are more than three merging entities and the ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and the principal address of each additional merging entity is stated in an attachment.

2. For the surviving entity, its entity ID number (if applicable), entity name or true name, form of entity, jurisdiction under the law of which it is formed, and principal address are

ID Number

20161620509

(Colorado Secretary of State ID number)

Entity name or true name

Definitive Energy Group, Inc.

[Handwritten signature]

Form of entity	Corporation		
Jurisdiction	Colorado		
Street address	1375 Hyland Drive		
	(Street number and name)		
	Evergreen	CO	80439
	(City)	(State)	(ZIP/Postal Code)
	(Province – if applicable)	(Country)	
Mailing address			
(leave blank if same as street address)	(Street number and name or Post Office Box information)		
	(City)	(State)	(ZIP/Postal Code)
	(Province – if applicable)	(Country)	

3. Each merging entity has been merged into the surviving entity.

4. (If the following statement applies, adopt the statement by marking the box.)

- ☐ The plan of merger provides for amendments to a constituent filed document of the surviving entity and an appropriate statement of change or other document effecting the amendments will be delivered to the Secretary of State for filing pursuant to Part 3 of Article 90 of Title 7, C.R.S.

5. (If the following statement applies, adopt the statement by marking the box and state the appropriate document number(s).)

- ☐ One or more of the merging entities is a registrant of a trademark described in a filed document in the records of the secretary of state and the document number of each filed document is

Document number _____
 Document number _____
 Document number _____

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- ☐ There are more than three trademarks and the document number of each additional trademark is stated in an attachment.

6. (If applicable, adopt the following statement by marking the box and include an attachment.)

- ☐ This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____
 (mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing this document to be delivered for filing are

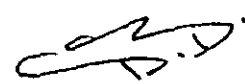
Bruce	David	W.	
(Last)	(First)	(Middle)	(Suffix)
1375 Hyland Drive			
(Street number and name or Post Office Box information)			
Evergreen		CO	80439
(City)	(State)	(ZIP/Postal Code)	
(Province - if applicable)	(Country)		

(If applicable, adopt the following statement by marking the box and include an attachment.)

- ☒ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).



FORM **BCA 11.25** (rev. Dec. 2003)
**ARTICLES OF MERGER,
CONSOLIDATION OR EXCHANGE**
Business Corporation Act

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-6961
www.cyberdriveillinois.com

Remit payment in the form of a
check or money order payable
to Secretary of State.

Filing fee is \$100, but if merger or
consolidation involves more than two
corporations, submit \$50 for each
additional corporation.

File # 63122823 Filing Fee: \$ _____ Approved: _____

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.

1. Names of Corporations proposing to ~~consolidate~~ ^{merge} and State or Country of Incorporation.
~~exchange shares~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>Definitive Energy Group, Inc.</u>	<u>Illinois</u>	<u>63122823</u>
<u>Definitive Energy Group, Inc.</u>	<u>Colorado</u>	

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the ~~new~~ ^{surviving} corporation: Definitive Energy Group, Inc.
~~acquiring~~

b. Corporation shall be governed by the laws of: Colorado

For more space, attach additional sheets of this size.

4. Plan of ~~consolidation~~ ^{merger} is as follows:
~~exchange~~

See attached.



- merger
5. The consolidation was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 — 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20.	By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
Name of Corporation:			
Definitive Energy Group, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

- The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

[Handwritten signature]

7. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

- a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation

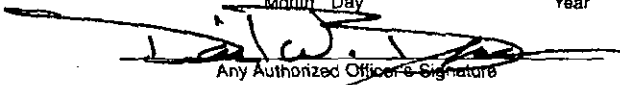
b. Not applicable to 100 percent-owned subsidiaries.


The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was _____, _____, _____
Month Day Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received? ☐ Yes ☐ No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated December 15, 2016 Definitive Energy Group, Inc.
Month Day Year Exact Name of Corporation

Any Authorized Officer's Signature
David W. Bruce, President
Name and Title (type or print)

Dated December 15, 2016 Definitive Energy Group, Inc.
Month Day Year Exact Name of Corporation

Any Authorized Officer's Signature
David W. Bruce, President
Name and Title (type or print)

Dated _____, _____, _____
Month Day Year Exact Name of Corporation

Any Authorized Officer's Signature

Name and Title (type or print)



ASSUMPTION AGREEMENT

This Assumption of Liabilities ("Assumption") is made as of the 15th day of December, 2016, by Definitive Energy Group, Inc., a Colorado corporation (the "Surviving Entity"), pursuant to an Agreement and Plan of Merger dated December 15, 2016, (the "Agreement") between the Surviving Entity and Definitive Energy Group, Inc., an Illinois corporation (the "Merged Entity").

1. **Defined Terms.** All terms used herein that are not defined herein have the meanings ascribed to them in the Agreement.
2. **Assumption.** The Surviving Entity hereby assumes, and agrees to pay, perform and discharge when due, all of the Assumed Liabilities.
3. **Terms Subject to the Agreement.** This Assumption and the obligations of the Surviving Entity hereunder are subject in all respects to the terms and conditions of the Agreement. This Assumption is intended only to effect the assumption of certain liabilities to be assumed pursuant to the Agreement. Notwithstanding any other provisions of this Assumption to the contrary, nothing contained herein shall in any way supersede, modify, replace, rescind, waive, expand, enlarge or in any way affect the provisions set forth in the Agreement.
4. **The Merged Entity's Sole Benefit.** Nothing in this Assumption, express or implied, is intended or shall be construed to confer upon or give to any person or entity, other than the Merged Entity and its successor, any remedy or claim under or by reason of this Assumption or any of the terms hereof, and all of the terms contained in this Assumption shall be for the sole and exclusive benefit of the Merged Entity and its successors.
5. **Further Assurances.** The Surviving Entity will, from time to time, as and when requested by the Merged Entity, execute and deliver, or cause to be executed and delivered, all such documents, and instruments, and will take, or cause to be taken, all such further or other actions, as the Merged Entity may reasonably deem necessary or desirable to effect the intent of this Assumption.
6. **Governing Law.** This Bill of Sale will be governed by, and construed in accordance with, the law of the State of Illinois, without regard to the conflict of laws rules of such state.

IN WITNESS WHEREOF, the Surviving Entity has duly executed this Assumption as of the day and year first above written.

**Definitive Energy Group, Inc.,
a Colorado corporation**

By: 

David W. Bruce, President

BILL OF SALE

This Bill of Sale is made as of the 15th day of December, 2016, by Definitive Energy Group, Inc., an Illinois corporation (the "Merged Entity"), pursuant to an Agreement and Plan of Merger dated December 15, 2016, (the "Agreement") between the Merged Entity and Definitive Energy Group, Inc., a Colorado corporation (the "Surviving Entity").

1. **Defined Terms.** All terms used herein that are not defined herein have the meanings ascribed to them in the Agreement.
2. **Transfer.** The Merged Entity hereby transfers to the Surviving Entity all of the Merged Entity's right, title and interest in and to the Assets.
3. **Terms Subject to the Agreement.** This Bill of Sale and the obligations of the Merged Entity hereunder are subject in all respects to the terms and conditions of the Agreement. This Bill of Sale is intended only to effect the transfer of certain property to be transferred pursuant to the Agreement. Notwithstanding any other provisions of this Bill of Sale to the contrary, nothing contained herein shall in any way supersede, modify, replace, rescind, waive, expand, enlarge or in any way affect the provisions set forth in the Agreement.
4. **Power of Attorney.** The Merged Entity hereby appoints the Surviving Entity, its successors and/or assigns, as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to institute and prosecute all proceedings that the Surviving Entity may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in or to the Assets, to defend or compromise all actions suite an proceedings in respect of the Assets and to do all such things in relation thereto as the Surviving Entity may deem advisable, including, but not limited to, all right and authority to endorse, without recourse, the name of the Merged Entity on any check or other evidence of indebtedness received by the Surviving Entity in respect of any accounts receivable or other monetary items constituting a part of the Assets transferred to the Surviving Entity pursuant to this Bill of Sale and the Agreement, and to retain the proceeds thereof for the Surviving Entity's account on its behalf in the name of the Merged Entity.
5. **Further Assurances.** The Merged Entity will, from time to time, as and when requested by the Surviving Entity, execute and deliver, or cause to be executed and delivered, all such documents, and instruments, and will take, or cause to be taken, all such further or other actions, as the Surviving Entity may reasonably deem necessary or desirable to effect the transfer of the Assets contemplated by this Bill of Sale and the Agreement.
6. **Governing Law.** This Bill of Sale will be governed by, and construed in accordance with, the law of the State of Illinois, without regard to the conflict of laws rules of such state.

IN WITNESS WHEREOF, the Merged Entity has duly executed this Bill of Sale as of the day and year first above written.

Definitive Energy Group, Inc.,
an Illinois corporation

By: _____

David W. Bruce, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of the 15th day of December, 2016, between Definitive Energy Group, Inc., an Illinois corporation (the "Merged Entity") and Definitive Energy Group, Inc., a Colorado corporation (the "Surviving Entity") said two companies being sometimes collectively called the "Parties".

RECITALS:

- A. Merged Entity is a corporation duly organized and existing under the laws of the State of Illinois, having been organized on September 30, 2003.
- B. Surviving Entity is a corporation duly organized and existing under the laws of the State of Colorado, having been organized on September 14, 2016.
- C. The Merged Entity has 1000 shares of common stock, no par value, issued and outstanding (the "Stock"). All Stock of the Merged Entity on the Effective Date, and all rights in respect thereto, shall be changed and converted into an equal number of shares of stock of the Surviving Entity.
- D. Surviving Entity has stock issued and outstanding.
- C. In order to provide for more efficient management of the business operations, Surviving Entity desires to purchase and acquire from the Merged Entity, and the Merged Entity desires to sell, transfer and assign to Surviving Entity, all of its assets, properties, rights and Stock, and Surviving Entity desires to assume of all of the Merged Entity's liabilities, assets, properties, rights and Stock upon the terms and subject to the conditions contained herein, in a transaction that will qualify as a reorganization under Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the "Code").
- D. Surviving Entity intends to continue the historic line of business of the Merged Entity.
- E. David W. Bruce, the sole shareholder of both the Merged Entity and the Surviving Entity, deems it advisable and in his best interest to merge the Merged Entity with and into Surviving Entity and that Surviving Entity be the surviving entity (the "Merger") pursuant to the terms and conditions of this Agreement and have approved and adopted this Agreement as a plan of reorganization within the provisions of Section 368(a)(1)(D) of the Code.

ACCORDINGLY, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Recitals.** The above Recitals are hereby incorporated into this Agreement.
2. **Transfer of Assets.** Upon the terms and subject to the conditions of this Agreement, and effective as of December 15, 2016 (the "Effective Date"), the Merged Entity will sell,



assign, transfer, and deliver (the "Transfer") to Surviving Entity, and Surviving Entity will purchase and acquire from the Merged Entity, all of the assets, properties, rights and Stock owned, used, occupied or held by or for the benefit of the Merged Entity, wherever situated (all of such assets, properties, rights, and interests being hereinafter collectively referred to as the "Assets").

3. **Consideration; Assumption of Liabilities.** In consideration for the Transfer of the Assets by the Merged Entity to Surviving Entity pursuant to this Agreement, at the Effective Date, Surviving Entity will assume all of the liabilities and obligations of the Merged Entity (the "Assumed Liabilities") and received the Stock. When issued, the Stock shall be duly authorized, validly issued, fully paid and non-assessable.
4. **The Merger.** As soon as practicable after the Effective Date, the Merged Entity shall be merged with and into Surviving Entity (the "Merger"). Following the Merger, Surviving Entity shall continue as the surviving corporation and shall continue its existence under the laws of the State of Colorado and the separate corporate existence of the Merged Entity shall cease. The Merged Entity and Surviving Entity shall file with the Secretary of State of the states of Illinois and Colorado, as required by law, articles of merger (collectively, the "Articles of Merger") in such form as required by the each state's corporation laws. The parties shall take all such other and further actions as may be required by the respective state corporation law and any other applicable law to make the Merger effective upon the terms and subject to the conditions hereof. The members of the Merged Entity and the members of Surviving Entity shall do all acts and things whatsoever, whether within or without the State of Illinois and the State of Colorado that may be in any way necessary or proper to effect the merger contemplated hereby.
5. **Further Assurances.** From time to time, as and when requested by a party hereto, the other party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions, as the requesting party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.
6. **Contents of Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, representations and warranties, both oral and written, between the parties with respect to the subject matter hereof.
7. **Amendment and Waivers.** If any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and permitted assigns of the parties. No failure or delay by any party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise

thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. **No Assignment.** Neither this Agreement nor any of the rights or obligations of the parties hereunder may be assigned to or assumed by any other person or entity.
9. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and nothing herein expressed or implied will give or be construed to give to any other person or entity, other than the parties hereto, any legal or equitable rights hereunder.
10. **Interpretation.** Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, the part the whole, (b) references to any gender include all genders, (c) "or" has the inclusive meaning frequently identified with the phrase "and/or," (d) "including" has the inclusive meaning frequently identified with the phrase "but not limited to" and (e) references to "hereunder" or "herein" relate to this Agreement. The section and other headings contained in this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect.
11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
12. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois without regard to its provisions concerning conflict of laws.

IN WITNESS WHEREOF, this Agreement and Plan of Reorganization has been executed by the parties hereto as of the day and year first written above.

**Definitive Energy Group, Inc.,
an Illinois corporation**

By: 
David W. Bruce, President

**Definitive Energy Group, Inc.,
a Colorado corporation**

By: 
David W. Bruce, President

**DEFINITIVE ENERGY GROUP, INC.
UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS
AND DIRECTORS IN LIEU OF A SPECIAL MEETING**

The undersigned, being the sole shareholder and the sole director of DEFINITIVE ENERGY GROUP, INC., an Illinois corporation (the "Corporation"), acting pursuant to Sections 7.10 and 8.45 of the Illinois Business Corporation Act of 1983, as amended, does hereby consent and agree to the adoption of the following resolutions by giving his express written consent thereto in lieu of holding a special meeting of the sole shareholder and director of the Corporation:

WHEREAS, the sole director of the Corporation deems it in the best interests of the Corporation that the Corporation merge with, and become the merged entity of, Definitive Energy Group, Inc., a Colorado corporation, in a transaction that will qualify as a reorganization under Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT RESOLVED, that the forms, terms and provisions of the Plan of Merger, attached hereto as Exhibit A, whereby the Corporation will merge with and into Definitive Energy Group, Inc., a Colorado corporation, in the corporate reorganization intended to qualify under Section 368(a)(1)(D) of the Internal Revenue Code of 1986, be and hereby is, approved and adopted in its entirety; and

FURTHER RESOLVED, that the proper officers of the Corporation be, and they hereby are, authorized and directed to execute and deliver copies of said Plan of Merger, and are further authorized to execute, file and deliver any and all documents required to effectuate said Plan of Merger in accordance with all applicable provisions of the laws of the State of Illinois, including, without limitation thereby, filing Articles of Merger; and

FURTHER RESOLVED, that the proper officers of the Corporation be and each of them hereby is authorized to execute and deliver, for and on behalf of the Corporation, and to cause to be filed or recorded in such public offices as any of such officers shall deem necessary or appropriate, all such further instruments and other documents as shall be required to satisfy any legal requirements in respect of the merger contemplated by the Plan of Merger.

A facsimile copy or an e-mail of a PDF file containing a copy of the signature page of the person or persons executing this consent shall be effective as an original signature and effective as an execution copy thereof. This Written Consent shall be filed with the minutes of the Corporation.

IN WITNESS WHEREOF, the undersigned, being the sole shareholder and sole director of the Corporation, has executed this Written Consent as of the 15th day of December, 2016.


David W. Bruce

**DEFINITIVE ENERGY GROUP, INC.
UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS
AND DIRECTORS IN LIEU OF A SPECIAL MEETING**

The undersigned, being the sole shareholder and the sole director of DEFINITIVE ENERGY GROUP, INC., a Colorado corporation (the "Corporation"), acting pursuant to the Colorado Revised Statutes, does hereby consent and agree to the adoption of the following resolutions by giving his express written consent thereto in lieu of holding a special meeting of the sole shareholder and director of the Corporation:

WHEREAS, the sole director of the Corporation deems it in the best interests of the Corporation that the Corporation merge with, and be the survivor of, Definitive Energy Group, Inc., an Illinois corporation, in a transaction that will qualify as a reorganization under Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT RESOLVED, that the forms, terms and provisions of the Plan of Merger, attached hereto as Exhibit A, whereby the Corporation will merge with and be the survivor of Definitive Energy Group, Inc., an Illinois corporation, in the corporate reorganization intended to qualify under Section 368(a)(1)(D) of the Internal Revenue Code of 1986, be and hereby is, approved and adopted in its entirety; and

FURTHER RESOLVED, that the proper officers of the Corporation be, and they hereby are, authorized and directed to execute and deliver copies of said Plan of Merger, and are further authorized to execute, file and deliver any and all documents required to effectuate said Plan of Merger in accordance with all applicable provisions of the laws of the State of Colorado, including, without limitation thereby, filing Articles of Merger; and

FURTHER RESOLVED, that the proper officers of the Corporation be and each of them hereby is authorized to execute and deliver, for and on behalf of the Corporation, and to cause to be filed or recorded in such public offices as any of such officers shall deem necessary or appropriate, all such further instruments and other documents as shall be required to satisfy any legal requirements in respect of the merger contemplated by the Plan of Merger.

A facsimile copy or an e-mail of a PDF file containing a copy of the signature page of the person or persons executing this consent shall be effective as an original signature and effective as an execution copy thereof. This Written Consent shall be filed with the minutes of the Corporation.

IN WITNESS WHEREOF, the undersigned, being the sole shareholder and sole director of the Corporation, has executed this Written Consent as of the 15th day of December, 2016.


David W. Bruce