



**Public Utilities
Commission**

PUCO USE ONLY		
Date Received	Case Number	Version
	-EL-AGG	May 2016

17-2105

**INITIAL CERTIFICATION APPLICATION FOR ELECTRIC
AGGREGATORS/ POWER BROKERS**

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-12 Company History). 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. APPLICANT 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 and web site address

Legal Name QuotEnergy, LLC.
Address 700 Lavaca Street, Suite 1400, Austin, Texas 78701
Telephone # (512) 203-3933 Web site address (if any) http://www.quotenergy.com

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

Legal Name QuotEnergy, LLC.
Address 700 Lavaca Street, Suite 1400
Telephone # (512) 203-3933 Web site address (if any) http://www.quotenergy.com

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

QuotEnergy, LLC.

A-5 Contact person for regulatory or emergency matters

Name Glencora Ore
Title President

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician te Date Processed 10/10/17

RECEIVED-DOCKETING DIV

2017 OCT 10 PM 1:34

PUCO

Business address 700 Lavaca Street, Suite 1400
Telephone # (512) 203-3933 Fax # (512) 203-0625
E-mail address glencora@quotenergy.com

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

Name Glencora Ore
Title President
Business address 700 Lacava Street, Suite 1400
Telephone # (512) 203-3933 Fax # (512) 233-0625
E-mail address glencora@quotenergy.com

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

Customer Service address 700 Lavaca Street, Suite 1400, Austin, Texas 78701
Toll-free Telephone # (512) 233-3933 Fax # (512) 233-0625
E-mail address glencora@quotenergy.com

A-8 Applicant's federal employer identification number # 465147250

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 type="checkbox"/> Corporation | <input type="checkbox"/> Other _____ |

A-10 (Check all that apply) Identify each electric distribution utility certified territory in which the applicant intends to provide service, including identification of each customer class that the applicant intends to serve, for example, residential, small commercial, mercantile commercial, and industrial. (A mercantile customer, as defined in (A) (19) of Section 4928.01 of the Revised Code, is a commercial customer who consumes more than 700,000 kWh/year or is part of a national account in one or more states).

- | | | | | |
|---|--------------------------------------|--|--|--|
| <input checked="" type="checkbox"/> First Energy | | | | |
| <input checked="" type="checkbox"/> Ohio Edison | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Toledo Edison | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Cleveland Electric Illuminating | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Duke Energy | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Monongahela Power | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> American Electric Power | | | | |
| <input checked="" type="checkbox"/> Ohio Power | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Columbus Southern Power | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |
| <input checked="" type="checkbox"/> Dayton Power and Light | <input type="checkbox"/> Residential | <input checked="" type="checkbox"/> Commercial | <input checked="" type="checkbox"/> Mercantile | <input checked="" type="checkbox"/> Industrial |

- A-11** Provide the approximate start date that the applicant proposes to begin delivering services
November 6, 2017

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- A-12** **Exhibit A-12 "Principal Officers, Directors & Partners"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-13** **Exhibit A-13 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-14** **Exhibit A-14 "Articles of Incorporation and Bylaws,"** if applicable, provide the articles of incorporation filed with the state or jurisdiction in which the Applicant is incorporated and any amendments thereto.
- A-15** **Exhibit A-15 "Secretary of State,"** provide evidence that the applicant has registered with the Ohio Secretary of the State.

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 "Summary of Experience,"** provide a concise summary of the applicant's experience in providing aggregation service(s) including contracting with customers to combine electric load and representing customers in the purchase of retail electric services. (e.g. number and types of customers served, utility service areas, amount of load, etc.).

B-4 **Exhibit B-4 "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-5 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-5 "Disclosure of Consumer Protection Violations"** detailing such violation(s) and providing all relevant documents.

B-6 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-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"** detailing such action(s) and providing all relevant documents.

C. APPLICANT 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 to satisfy collateral requirements to conduct retail electric/gas business activity (e.g., parental or third party guarantees, 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, Dun and Bradstreet Information Services, Fitch IBCA, Moody's Investors Service, Standard & Poors, 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 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.

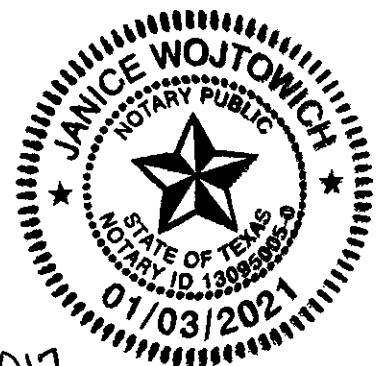

Signature of Applicant & Title

Sworn and subscribed before me this 16th day of October, 2017


Signature of official administering oath

Month Year
Janice Wojtowich - Notary
Print Name and Title

My commission expires on 01/03/2021



AFFIDAVIT

State of TX :

Austinss.
(Town)

County of Travis :

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

He/She is the President (Office of Affiant) of QuotEnergy, LLC (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 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 comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. 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.
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 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.

Andre - President
Signature of Affiant & Title

Sworn and subscribed before me this 10th day of October, 2017
Month Year

Janice Wojtowich
Signature of official administering oath

Janice Wojtowich
Print Name and Title

My commission expires on 01/03/2021

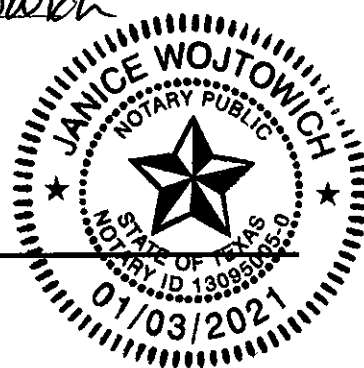


EXHIBIT A-12

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Principal Officers, Directors & Partners

Glencora Ore

Member (Owner)

3302 Barton Point Drive
Austin
Texas 78733

(512) 524-0576

President and Secretary

3302 Barton Point Drive
Austin
Texas 78733

(512) 524-0576

EXHIBIT A-13

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Company History

QuotEnergy, Limited Liability Company was formed in Texas on February 21, 2014, as an energy advisor focused on energy procurement and demand management. The name was amended to QuotEnergy, LLC. on January 27, 2017.

We examine each client or prospective client's energy consumption to evaluate whether opportunities exist to reduce or manage a client's costs relative to the supply and demand of energy. Our advisors continually monitor client accounts in volatile markets to identify the best timing and source for procuring energy. We offer our clients access to a comprehensive range of energy services and tools specifically tailored to each client's needs.

Our strategy is to invest the time to learn about each client's business and objectives to develop an energy procurement strategy unique to each client. The key to this approach is to help decision makers make intelligent business decisions based on prevailing and forecasted market conditions. Once a strategy is formulated we manage the delivery of energy in a way that ensures the satisfaction of client and provider alike.

The services we offer include:

- Procurement of electricity and natural gas
- Access to renewable energy and management of renewable installation projects
- Energy management through LED Lighting Retrofits, Power Factor Correction and Tariff & Bill Analysis.

QuotEnergy clients include commercial, industrial, government and municipalities. Our team of industry veterans has thirty years of combined experience borne out in their ability to deliver quantifiable results to satisfied clients.

EXHIBIT A-14

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Articles of Incorporation and Bylaws

1. Certificate of Formation Limited Liability Company (February 21, 2014)
2. Certificate of Amendment (January 27, 2017)
3. Company Operating Agreement (December 27, 2016)

Form 205
(Revised 05/11)



This space reserved for office use.

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$300

**Certificate of Formation
Limited Liability Company**

FILED
In the Office of the
Secretary of State of Texas
FEB 21 2014
Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Quotenergy Limited Liability Company

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Maria	A	Eerolainen	
First Name	M.I.	Last Name	Suffix

C. The business address of the registered agent and the registered office address is:

1804 Northwood Rd.	Austin	TX	78703
Street Address	City	State	Zip Code

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☒ A. The limited liability company will have managers. The name and address of each initial manager are set forth below:

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1			
NAME (Enter the name of either an individual or an organization, but not both)			
IF INDIVIDUAL			
Maria	A	Eerolainen	
First Name	M.I.	Last Name	Suffix
OR			
IF ORGANIZATION			
Organization Name			
ADDRESS			
1804 Northwood Rd.	Austin	Tx	USA 78703
Street Address	City	State	Country Zip Code

RECEIVED

FEB 26 2013

Secretary of State

GOVERNING PERSON 2				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
First Name	M.I.	Last Name	Suffix	
OR				
IF ORGANIZATION				
Organization Name				
ADDRESS				
Street or Mailing Address		City	State	Country Zip Code

GOVERNING PERSON 3				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
First Name	M.I.	Last Name	Suffix	
OR				
IF ORGANIZATION				
Organization Name				
ADDRESS				
Street or Mailing Address		City	State	Country Zip Code

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

--

Organizer

The name and address of the organizer:

Maria A Eerolainen

Name

1804 Northwood Rd.

Street or Mailing Address

Austin

City

Tx 78703

State Zip Code

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 01/17/2013



Signature of organizer

Maria A Eerolainen

Printed or typed name of organizer



Office of the Secretary of State

CERTIFICATE OF FILING OF

Quotenergy, LLC
801940875

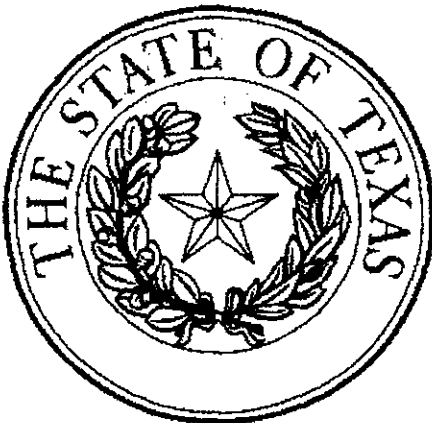
[formerly: Quotenergy Limited Liability Company]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 01/27/2017

Effective: 01/27/2017



A handwritten signature in black ink, appearing to read "Rolando B. Pablos".

Rolando B. Pablos
Secretary of State

**Form 424
(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



Certificate of Amendment

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
JAN 27 2017

Corporations Section

Entity Information

The name of the filing entity is:

Quotenergy Limited Liability Company

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 0801940875

The date of formation of the entity is: 02/14/2014

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Quotenergy, LLC

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The registered agent is an individual resident of the state whose name is:

Ruairidh	W	Campbell	
<small>First Name</small>	<small>M.I.</small>	<small>Last Name</small>	<small>Suffix</small>

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

700 Lavaca Street, Suite 1400	Austin	TX	78701
<small>Street Address (No P.O. Box)</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☒ Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

Article 3 - Governing Authority GOVERNING PERSON I
Glencora S. Ore
3302 Barton Point Drive
Austin, Texas 78733

☐ Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☒ Delete each of the provisions identified below from the certificate of formation.

Article 3 - Governing Authority GOVERNING PERSON I
Maria Eerolainen
1804 Northwood Road
Austin, Texas 78703

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the

Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

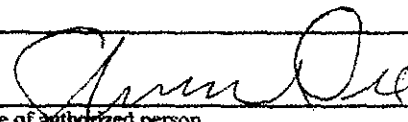
The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 01/26/2017

By: _____



Signature of authorized person

Glencora S. Ore

Printed or typed name of authorized person (see instructions)

COMPANY AGREEMENT
QUOTENERGY, LLC,
a Texas limited liability company

This Company Agreement (this “**Agreement**”), dated effective the 27th day of December, 2016, is executed and agreed to, for good and valuable consideration, by the initial Member listed on Exhibit “A”.

Article 1
Formation

1.1 **Formation.** QuotEnergy, LLC (the “**Company**”) was formed as a limited liability company under and pursuant to the Texas Business Organizations Code (the “**BOC**”) and other relevant laws of the State of Texas by the filing of a certificate of formation with the Secretary of State of the State of Texas on February 14, 2014, as amended on February __, 2017.

1.2 **Name.** The name of the Company shall be QuotEnergy, LLC. The Company shall conduct business under that name or such other names complying with applicable law as the Member may determine from time to time.

1.3 **Duration.** The Company shall exist until terminated in accordance with this Agreement.

1.4 **Purpose.** The purpose of the Company shall be to engage in the business of providing energy consulting services and to engage in any other lawful business or activity necessary or convenient in pursuit of the foregoing purposes.

1.5 **Principal Office.** The Company’s principal office shall be 700 Lavaca Street, Suite 1400, Austin, Texas 78701 or such other place as the Member may determine from time to time.

1.6 **Registered Office and Registered Agent.** The initial address of the registered office of the Company in the State of Texas shall be 700 Lavaca Street, Suite 1400, Austin, Texas 78701, and the name of the Company’s initial registered agent at that address shall be Ruairidh Campbell. The Member may change the registered office and the registered agent of the Company from time to time. The Member may cause the Company to qualify to do business as a limited liability company (or other entity in which the Member has limited liability) in any other jurisdiction and to designate any registered office or registered agent in any such jurisdiction.

1.7 **Definitions.** Certain terms used in this instrument are capitalized. Such terms shall have the meaning set forth in the text or in Section 11.5.

Article 2
Members and Membership Interests

2.1 **Initial Member.** In connection with the formation of the Company, the Person executing this Agreement as Member is admitted to the Company as of the effective date of this Agreement.

2.2 **Nature of Membership Interest.** A membership interest in the Company is personal property. A Member of the Company or an assignee of a membership interest in the Company does not have an interest in any specific property of the Company. A membership interest includes a Member's or assignee's share of profits and losses or similar items and the right to receive distributions as provided in this Agreement, but does not include a Member's right to participate in management.

2.3 **Certificates.** Membership interests in the Company shall be uncertificated.

Article 3

Management of the Company

3.1 **Management by Member.** The exclusive authority to manage and control the Company shall be vested in the Member. The Member shall have the sole and exclusive power and authority to bind the Company except to the extent that such power and authority is expressly delegated by the Member, and the delegation of such power and authority shall not reduce the power and authority of the Member. The Member shall be authorized to act on behalf of the Company under the title "Member," "Chief Executive Officer," "President," or any other title or representative capacity deemed appropriate by the Member.

3.2 **Officers.** The Member may appoint such officers of the Company as the Member may deem appropriate and may remove any such officer at any time with or without cause. The Member may delegate to the Company's officers such authority as the Member may deem appropriate and subsequently revoke or modify that authority. The Member also may delegate authority to other Persons and revoke that delegation as the Member may deem appropriate, including the power to delegate authority.

Article 4

Capital Contributions

4.1 **Agreed Capital Contributions.** The Member shall contribute to the capital of the Company the contribution set forth opposite such Member's name on the attached **Exhibit "A"**.

4.2 **Additional Capital Contributions.** The Member may, but is not required to, make additional contributions to the capital of the Company.

Article 5

Taxation

5.1 **Tax Status.** At all times that the Company has only one Member (who owns 100% of the membership interest in the Company), it is the intention of the Member that the Company be disregarded as an entity separate and apart from the Member for federal, and, to the extent applicable, state, local and foreign income tax purposes.

Article 6

Distributions

6.1 **Distributions.** Distributions shall be made to the Member at the times and in the amounts determined by the Member, except that no distribution shall be made in violation of the BOC.

6.2 **No Distribution upon Withdrawal.** Unless otherwise determined by the Member, no distribution shall be paid to the Member upon the Member's withdrawal in connection with the voluntary assignment of the Member's entire interest pursuant to Section 8.2.

Article 7
Bank Accounts, Books of Account, Reports and Fiscal Year

7.1 **Bank Account; Investments.** The Member shall establish one or more bank or other financial institution accounts into which Company funds shall be deposited. Funds deposited by the Company into such accounts may be withdrawn in furtherance of the business of the Company or for distribution to the Member pursuant to this Agreement. Pending withdrawal for such purposes, Company funds may be invested in such manner as the Member may determine.

7.2 **Books and Records.** The books and records of the Company shall be maintained at the Company's principal office by the Member. The books of the Company, for both tax and financial reporting purposes, shall be kept using the method of accounting selected by the Member.

7.3 **Fiscal Year.** The Company fiscal year shall be the calendar year.

Article 8
Assignment

8.1 **Assignment Permitted.** The Member may transfer or assign (including as a pledge or other collateral assignment) in whole or in part the Member's membership interest in the Company.

8.2 **Assignment of Entire Interest.** In connection with a voluntary transfer or assignment by the Member of the Member's entire membership interest in the Company (not including a pledge or collateral assignment or any transfer as a result thereof):

- (a) the Member will cease to be a member of the Company;
- (b) the assignee will automatically and simultaneously be admitted as the successor Member without any further action at the time the voluntary transfer or assignment becomes effective under applicable law; and
- (c) the Company shall be continued without requiring a winding up.

8.3 **Assignment of Partial Interest.** In connection with a partial assignment or transfer by the Member of the Member's membership interest in the Company (not including a pledge or collateral assignment or any transfer as a result thereof), unless this Agreement is amended to reflect the fact that the Company will have more than one Member, the assignee or transferee shall not be admitted as a Member of the Company and shall not have any rights as a Member other than the right to receive any distributions that are payable in respect of the interest transferred.

Article 9
Exculpation, Indemnification and Advancement

9.1 **Exculpation.**

- (a) For purposes of this Agreement, "**Covered Person**" means (i) the Member, whether acting in the capacity of owner, governing person, officer, employee, creditor or other relationship to the Company, and (ii) any Person with the power, whether through ownership of voting securities, by contract or otherwise, to direct the actions of the Member.

(b) No Covered Person shall be liable to the Company for any loss, damage or claim incurred by reason of any act or omission (whether or not constituting negligence) performed or omitted by the Covered Person in the Covered Person's capacity as a Covered Person.

9.2 Scope of Duties of Covered Persons. No Covered Person shall owe any fiduciary duty to the Company. Without limiting the scope of the preceding sentence, a Covered Person is expressly permitted to engage in or possess an interest in any business venture of any nature or description, independently or with others, similar or dissimilar to the business of the Company, and the Company shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper. The Covered Person shall not be obligated to disclose or present any particular opportunity to the Company even if that opportunity is of a character that, if disclosed or presented to the Company, could be taken by the Company, and the Covered Person shall have the right to take for the Covered Person's own account (individually or as a partner, shareholder, fiduciary or otherwise) or to recommend to others any such particular opportunity.

9.3 Indemnification. A Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by that Covered Person by reason of any act or omission (whether or not constituting negligence) performed or omitted by that Covered Person in the capacity of a Covered Person. Any indemnity under this Section 9.3 shall be provided out of and to the extent of Company assets only, and no Member shall have any personal liability on account thereof.

9.4 Expenses. Expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding may, in the sole discretion of the Member, from time to time, be advanced by the Company before the final disposition of the claim, demand, action, suit or proceeding. The Company may enter into indemnity contracts with any Covered Person and the Member may adopt Written procedures pursuant to which arrangements are made for the advance of expenses and the funding of obligations under this Section 9.4 and containing other procedures regarding indemnification as are appropriate.

9.5 Insurance. The Company may purchase and maintain insurance, to the extent and in amounts the Member deems reasonable, on behalf of Covered Persons and other Persons as the Member shall determine, against any liability that may be asserted against or expenses that may be incurred by that Person in connection with the activities of the Company, regardless of whether the Company would have the power to indemnify that Person against the liability under this Agreement. The Company shall have no obligation to fund indemnification of any Person to the extent the liability is covered by insurance. The Company's obligation to fund indemnification of any Person shall commence only after all available insurance has been exhausted.

9.6 Duration of Protection. All provisions of this Article 9 shall apply to any former Member or other Covered Person for all actions or omissions taken while such Member was a Member to the same extent as if that person were still a Member.

Article 10 Winding Up

10.1 Events Requiring Winding Up. The Company shall be wound up only on the first to occur of any one or more of the following:

- (a) the Written consent of the Member;

(b) the occurrence of any event that terminates the continued membership of the Member in the Company unless the legal representative or successor of the Member agrees to continue the Company and appoints a successor Member in accordance with the BOC; or

(c) entry of a judicial order to wind up the Company.

10.2 Revocation or Reinstatement. A consent to wind up as provided in Section 10.1(a) may only be revoked upon the consent of the Member. In the event of a termination of the Company under the BOC, the Company may be reinstated upon the Written consent of the Member.

10.3 Winding Up Affairs and Distribution of Assets.

(a) If an event requiring the winding up of the Company occurs and is not revoked, the Member, acting as “**Liquidating Agent**,” as soon as practicable shall wind up the affairs of the Company and sell and/or distribute the assets of the Company. The Liquidating Agent is expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation and termination of the Company and the transfer of any assets. The Liquidating Agent shall apply and distribute the proceeds of the sale or liquidation of the assets and property of the Company in the following order of priority, unless otherwise required by nonwaivable provisions of applicable law:

(i) to pay (or to make provision for the payment of) all creditors of the Company (including Members who are creditors of the Company), in the order of priority provided by law or otherwise, in satisfaction of all debts, liabilities or obligations of the Company due its creditors;

(ii) after the payment (or the provision for payment) of all debts, liabilities and obligations of the Company in accordance with clause (i) above, any balance remaining shall be distributed to the Member.

(b) The Liquidating Agent shall have sole discretion to determine whether to liquidate all or any portion of the assets and property of the Company and the consideration to be received for that property.

(c) If the Company’s property is not sufficient to discharge all of the Company’s liabilities and obligations, the Liquidating Agent shall apply its property, or make adequate provision for the application of its property, to the extent possible, to the just and equitable discharge of its liabilities and obligations, including liabilities and obligations owed to the Member other than for distributions.

10.4 Termination. On compliance with the distribution plan described in Section 10.3, the Liquidating Agent shall execute, acknowledge and cause to be filed a certificate of termination. Except as otherwise provided by the BOC, the Company shall cease to exist upon the filing of the certificate of termination with the Secretary of State of Texas.

Article 11
Miscellaneous Provisions and Definitions

11.1 Entire Agreement. This Agreement supersedes all prior agreements and understandings by the Member with respect to the Company.

11.2 Amendments. The vote or Written consent of the Member is required to amend the certificate of formation of the Company or this Agreement.

11.3 Governing Law. This Agreement shall be governed by and construed in accordance with the law of Texas.

11.4 Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon, and, to the extent provided herein, inure to the benefit of, the Member and the spouse, heirs, devisees, executors, legal representatives, successors, and assigns of the Member. Article 9 of this Agreement shall also inure to the benefit of Covered Persons as defined therein. The Member acknowledges and agrees that this Agreement is intended to be binding upon and to inure to the benefit of the Company and that the provisions of this Agreement shall be enforceable by and against the Company. The obligations of the Company pursuant to this Agreement are the obligations of the Company only, and absent additional Written agreement, the Member has no personal liability for the obligations of the Company, including any obligations pursuant to Article 9 of this Agreement. No creditor of the Company or of a Member is entitled to or is intended to have third-party beneficiary status to enforce any obligation of any party under this Agreement.

11.5 Certain Definitions and Construction.

(a) As used in this Agreement, the following terms have the following meanings:

(i) **“Agreement”** means this Company Agreement as it may be amended from time to time as provided herein.

(ii) **“Member”** means the Person admitted to the Company as a Member as provided in this Agreement but excludes any such Person that has ceased to be a Member as provided in this Agreement or the BOC.

(iii) **“Person”** means any individual, corporation, partnership, limited liability company, business trust or other entity, series of an entity, or government or governmental agency or instrumentality.

(iv) **“Writing”** or **“Written”** means an expression of words, letters, characters, numbers, symbols, figures or other textual information that is inscribed on a tangible medium or that is stored in an electronic or other medium that is retrievable in a perceivable form. Unless the context requires otherwise, the term: (1) includes stored or transmitted electronic data, electronic transmissions, and reproductions of Writings; and (2) does not include sound or video recordings of speech other than transcriptions that are otherwise “Writings.”

(b) In this Agreement:

(i) *Terms defined in the singular have the corresponding meaning in the plural and vice versa.*

(ii) All pronouns and any variations thereof contained herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the Person or Persons may require.

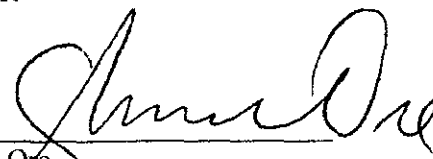
(iii) The word “include” and its derivatives means “include without limitation.”

(iv) References to Articles, Sections and Exhibits are to the specified Articles and Sections of, and Exhibits to, this Agreement unless the context otherwise requires. Each Exhibit to this Agreement is made a part of this Agreement for all purposes.

(v) References to statutes or regulations are to those statutes or regulations as currently amended and to the corresponding provisions as they may be amended or superseded in the future.

IN WITNESS WHEREOF, the undersigned Member has duly executed this Agreement as of the day and year first above written.

MEMBER


Glencora Ore.

ACKNOWLEDGMENT AND CONSENT OF SPOUSE

The undersigned is the spouse of the Member and is executing this Agreement in connection with the execution of this Agreement by the Member. The undersigned acknowledges and represents as follows: I have been provided a copy of the Agreement and have had the opportunity to read and review the Agreement. I approve of all of the provisions of the Agreement and agree to be bound by and accept the terms of the Agreement, but I understand that I am not a Member of the Company. My execution of this Agreement does not alter the legal status, characterization or rights of management of any membership interests now or hereafter acquired by my spouse, and my spouse's membership interests are subject to my spouse's sole management, control and disposition. I understand that the Company and the Member will rely on this acknowledgment and consent in conducting the Company's activities and operations.

SPOUSE OF MEMBER:

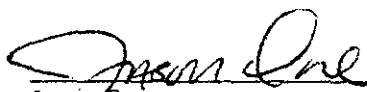

Jason Ore

EXHIBIT A-15

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Secretary of State

See attached.



DATE
10/02/2017

DOCUMENT ID
201727202796

DESCRIPTION
REGISTRATION OF FOREIGN FOR PROFIT LLC
(LFP)

FILING
99.00

EXPED
100.00

CERT
0.00

COPY
0.00

Receipt

This is not a bill. Please do not remit payment.

ORSA & COMPANY
1400 LAVACA STREET, SUITE 1400
AUSTIN, TX 78701

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted

4078634

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

QUOTENERGY, LLC

and, that said business records show the filing and recording of:

Document(s)

REGISTRATION OF FOREIGN FOR PROFIT LLC

Effective Date: 09/29/2017

Document No(s):

201727202796



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
2nd day of October, A.D. 2017.

Ohio Secretary of State

EXHIBIT B-1

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Jurisdiction of Operations

Texas

(License to broker energy not required)

EXHIBIT B-2

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Experience & Plans

QuotEnergy, LLC is an energy spend advisor that focuses on electricity and natural gas procurement for commercial and government clients. We have more than 20 years combined experience and currently service fifteen electricity supplier agreements in the State of Texas.

We will offer turn key customer service over the term of electricity supplier agreements contracted in the State of Ohio. Customer service will include answers to billing questions, supplier complaints and energy procurement advice.

EXHIBIT B-3

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Summary of Experience

QuotEnergy, LLC is an energy spend advisor that focuses on electricity and natural gas procurement for commercial and government clients. We focus on electricity supplier contracts for individual clients. A typical client is a medium to large industrial business or government agency (school, country or city). Our clients load usually ranges from 3 million kWh – 50 million kWh annually.

We do not function as an aggregator for electricity customers.

EXHIBIT B-4

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Disclosure of Liabilities and Investigations

None.

EXHIBIT C-1

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Annual Reports

None.

Exhibit C-1 is not applicable as QuotEnergy is a sole member LLC that is privately held and is not required to produce annual reports.

EXHIBIT C-2

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

SEC Filings

None.

QuotEnergy is a single member LLC that is not registered with the Securities and Exchange Commission and does not therefore file with the SEC.

EXHIBIT C-3

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

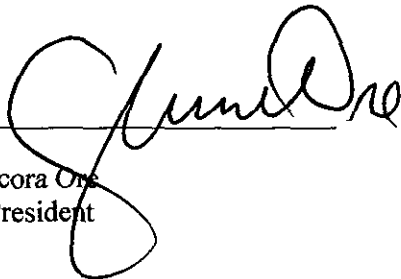
QUOTENERGY, LLC

Financial Statements

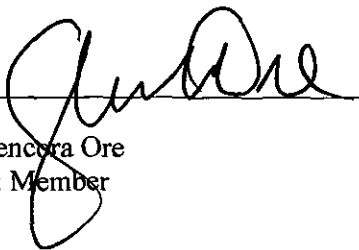
See attached.

I certify to the best of my knowledge, that the attached balance sheets, income statements and cash flow statements for QuotEnergy, LLC present fairly its financial condition for the periods presented being December 31, 2016, and December 31, 2015.

Certified by:



Glencora Ore
Its: President



Glencora Ore
Its: Member

11:52 AM

10/04/17

Accrual Basis

QuotEnergy, LLC
Balance Sheet
As of December 31, 2016

	<u>Dec 31, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
Chase Business Checking	2,711.65
Total Checking/Savings	<u>2,711.65</u>
Total Current Assets	<u>2,711.65</u>
TOTAL ASSETS	<u>2,711.65</u>
LIABILITIES & EQUITY	
Equity	
Members Equity	19,691.41
Net Income	-16,979.76
Total Equity	<u>2,711.65</u>
TOTAL LIABILITIES & EQUITY	<u>2,711.65</u>

11:52 AM
10/04/17
Accrual Basis

QuotEnergy, LLC
Balance Sheet
As of December 31, 2015

	<u>Dec 31, 15</u>
ASSETS	
Current Assets	
Checking/Savings	
Chase Business Checking	19,691.41
Total Checking/Savings	<u>19,691.41</u>
Total Current Assets	<u>19,691.41</u>
TOTAL ASSETS	<u>19,691.41</u>
LIABILITIES & EQUITY	
Equity	
Members Equity	8,689.47
Net Income	11,001.94
Total Equity	<u>19,691.41</u>
TOTAL LIABILITIES & EQUITY	<u>19,691.41</u>

11:51 AM
10/04/17
Cash Basis

QuotEnergy, LLC
Income Statement
January through December 2016

	<u>Jan - Dec 16</u>
Ordinary Income/Expense	
Income	
Loan Payment Incoming	5,470.00
Sales	307,008.37
Total Income	<u>312,478.37</u>
Gross Profit	312,478.37
Expense	
Business Expense	4,251.09
Business Licenses and Permits	102.50
Computer and Internet Expenses	388.80
Consultant	258,543.33
Loan	56,300.00
Marketing	5,292.79
Meals and Entertainment	2,256.60
Office Supplies	139.77
Postage and Delivery	31.42
Professional Fees	1,766.74
Service Charge	370.00
Travel Expense	15.09
Total Expense	<u>329,458.13</u>
Net Ordinary Income	<u>-16,979.76</u>
Net Income	<u><u>-16,979.76</u></u>

11:50 AM
10/04/17
Cash Basis

QuotEnergy, LLC
Income Statement
January through December 2015

	<u>Jan - Dec 15</u>
Ordinary Income/Expense	
Income	
Loan Payment Incoming	5,000.00
Sales	92,045.00
Total Income	<u>97,045.00</u>
Gross Profit	97,045.00
Expense	
Bank Service Charges	88.00
Business Expense	5,614.97
Business Licenses and Permits	1,030.00
Computer and Internet Expenses	388.80
Consultant	22,006.19
Expense	2,568.99
Loan	52,500.00
Marketing	1,000.00
Meals and Entertainment	32.90
Office Supplies	66.01
Online Wire Fee	50.00
Phone	165.21
Printing and Reproduction	59.99
Reimbursement	200.00
Service Charge	197.00
Service Charge Reimbursement	-24.00
Website Expense	99.00
Total Expense	<u>86,043.06</u>
Net Ordinary Income	<u>11,001.94</u>
Net Income	<u><u>11,001.94</u></u>

11:54 AM
10/04/17
Accrual Basis

QuotEnergy, LLC
Cash Flow Statement
January through December 2016

	<u>Jan - Dec 16</u>
Ordinary Income/Expense	
Income	
Loan Payment Incoming	5,470.00
Sales	307,008.37
Total Income	<u>312,478.37</u>
Gross Profit	312,478.37
Expense	
Business Expense	4,251.09
Business Licenses and Permits	102.50
Computer and Internet Expenses	388.80
Consultant	258,543.33
Loan	56,300.00
Marketing	5,292.79
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Office Supplies	139.77
Postage and Delivery	31.42
Professional Fees	1,766.74
Service Charge	370.00
Travel Expense	15.09
Total Expense	<u>329,458.13</u>
Net Ordinary Income	<u>-16,979.76</u>
Net Income	<u><u>-16,979.76</u></u>

11:54 AM
10/04/17
Accrual Basis

QuotEnergy, LLC
Cash Flow Statement
January through December 2015

	<u>Jan - Dec 15</u>
Ordinary Income/Expense	
Income	
Loan Payment Incoming	5,000.00
Sales	92,045.00
Total Income	<u>97,045.00</u>
Gross Profit	97,045.00
Expense	
Bank Service Charges	88.00
Business Expense	5,614.97
Business Licenses and Permits	1,030.00
Computer and Internet Expenses	388.80
Consultant	22,006.19
Expense	2,568.99
Loan	52,500.00
Marketing	1,000.00
Meals and Entertainment	32.90
Office Supplies	66.01
Online Wire Fee	50.00
Phone	165.21
Printing and Reproduction	59.99
Reimbursement	200.00
Service Charge	197.00
Service Charge Reimbursement	-24.00
Website Expense	99.00
Total Expense	<u>86,043.06</u>
Net Ordinary Income	<u>11,001.94</u>
Net Income	<u><u>11,001.94</u></u>

EXHIBIT C-4

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Financial Arrangements

N/A

EXHIBIT C-5

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Forecasted Financial Statements

See attached.



Ohio Estimated Income Statement 2018-2019

Prepared by:

Glencora Ore

President

700 Lavaca Street, Suite 1400

Austin, TX 78701

glencora@quotenergy.com

512-203-3933

Financial Statements in U.S. Dollars

Revenue

Gross Sales

Customer Location 1

Customer Location 2

New business

Less: Sales Returns and Allowances

Net Sales

	2018	2019	Total
Customer Location 1	\$45,000	\$45,000	\$90,000
Customer Location 2	\$26,000	\$26,000	\$52,000
New business	\$5,000	\$15,000	
Less: Sales Returns and Allowances	\$76,000	\$86,000	
Net Sales			\$162,000

Cost of Goods Sold

Beginning Inventory

Add:

Purchases

Freight-in

Direct Labor

Indirect Expenses

Inventory Available

Less: Ending Inventory

Cost of Goods Sold

Beginning Inventory	\$0	\$0	\$0
Add: Purchases	\$0	\$0	\$0
Freight-in	\$0	\$0	\$0
Direct Labor	\$0	\$0	\$0
Indirect Expenses	\$0	\$0	\$0
Inventory Available	\$0	\$0	\$0
Less: Ending Inventory			
Cost of Goods Sold			\$0

Gross Profit (Loss)

\$162,000

Expenses

Advertising

Bank Charges

Charitable Contributions

Commissions

Contract Labor

Dues and Subscriptions

Employee Benefit Programs

Insurance

Interest

Legal and Professional Fees

Licenses and Fees

Miscellaneous

Office Expense

Supplies

Telephone

Travel

Total Expenses

Advertising	\$1,000	\$1,000	\$2,000
Bank Charges			
Charitable Contributions			
Commissions	\$60,800	\$68,800	\$129,600
Contract Labor			
Dues and Subscriptions	\$500	\$500	\$1,000
Employee Benefit Programs			
Insurance			
Interest			
Legal and Professional Fees	\$1,000	\$1,000	\$2,000
Licenses and Fees	\$500	\$500	\$1,000
Miscellaneous			
Office Expense			
Supplies			
Telephone			
Travel	\$1,000	\$1,000	\$2,000
Total Expenses			\$137,600

Net Operating Income

\$24,400

Other Income

Gain (Loss) on Sale of Assets

Interest Income

Total Other Income

0

Net Income (Loss)

\$24,400

Assumptions

Revenue We have identified two potential customers from which we expect to generate the income detailed in our two year forecast

Expenses

Advertising We intend to employ a limited advertising budget on social media networks to generate new business in Ohio

Commissions We expect to pays up to an 80% commission on revenue realized to our sales consultants

Contract Labor

Dues and Subscriptions We intend to participate in Ohio based organizations involved in the delivery of power.

Legal and Professional Fee We expect to incurr professional fees to maintain a license in Ohio including legal and accounting services

Licenses and Fees We expect to incurr license and sundry fees necessary to maintain an Ohio power broker license

Travel We expect to travel to Ohio to develop new business

EXHIBIT C-6

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Credit Rating

N/A

EXHIBIT C-7

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Credit Report

See attached.



CreditScoreSM Report

as of: 10/04/17 15:41 ET

Quotenergy, LLC

Address: 3302 Barton Point Dr
Austin, TX 78733-6341
United States

Experian EIN: 405122645

Agent: Ruairidh W Campbell
Agent Address: 700 Lavaca Street Suite 1400
Austin, TX

Key Personnel: Officer: Glencora Ore
Business Type: Corporation
Experian File Established: August 2014
Experian Years on File: 3 Years
Years in Business: More than 3 Years

Filing Data Provided by: Texas
Date of Incorporation: 02/21/2014

Payment Tradelines: 1
UCC Filings: 0

This location does not yet have an estimated Days Beyond Terms (DBT), or a Payment Trend Indicator. This is often the result of too few Payment Tradelines.

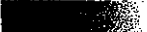
Businesses Scoring Worse: 67%

✓ **Bankruptcies:** 0
✓ **Liens:** 0
✓ **Judgments Filed:** 0
✓ **Collections:** 0

Lowest 6 Month Balance: \$2,338
Highest 6 Month Balance: \$3,384
Current Total Account Balance: \$0
Highest Credit Amount Extended: \$0

Credit Summary

Experian Business Credit Score: 68

High Risk  Low Risk

The objective of the Experian Business Credit Score is to predict payment behavior. High Risk means that there is a significant probability of delinquent payment. Low Risk means that there is a good probability of on-time payment.

Key Score Factors:

- Low number of recently reported commercial accounts.
- High maximum commercial account bal in the last 12 mos.
- Length of time on experian's file.
- Ratio of total bal to total high bal across all comm accts.

Recommended Action: Low To Medium Risk

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EXHIBIT C-8

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Bankruptcy Information

None.

EXHIBIT C-9

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Merger Information

Effective December 27, 2016, Glencora Ore purchased Quotenergy, LLC from Maria Eerolainen pursuant to the terms and conditions of a Business Purchase Agreement, whereby Ms. Ore assumed all existing assets and liabilities of Quotenergy LLC as of the transaction date.

EXHIBIT C-10

INITIAL CERTIFICATION APPLICATION FOR ELECTRIC AGGREGATORS/ POWER BROKERS

QUOTENERGY, LLC

Corporate Structure

QuotEnergy, LLC. is a single member stand alone limited liability company with no affiliates or subsidiaries.