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TEK Utilities

38

PUCO

19-466-EL-AGL

February 25th, 2019

Public Utilities Commission of Ohio

Docketing Division
180 East Broad Street
Columbus, OH 43215-3793

RE: Certification Application for Power Brokers

To Whom it May Concern:

Please find enclosed:

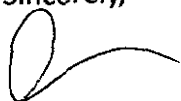
- The original, notarized application signed by a principal officer
- Three copies of the application and all attachments

We request that the following Attachments, containing our financial information, be treated as confidential and not made available to the public.

- Attachment C-5 "Forecasted Financial Statements"

Should you need any additional information, please find my contact information below.

Sincerely,



Anthony King

President
TEK Utilities LLC
aking@tekutilities.com

888-692-3275

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. www.tekutilities.com

Technician re Date Processed 2/26/19

info@tekutilities.com

PUCO USE ONLY		
Date Received	Case Number	Version
	19-466-EL-AGG	May 2016

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 TEK Utilities LLC
Address 1010 Old Henderson Rd, Ste 207, Columbus, OH 43220
Telephone # (888) 692-3275 Web site address (if any) www.tekutilities.com

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

Legal Name TEK Utilities LLC
Address 1010 Old Henderson Rd, Ste 207, Columbus, OH 43220
Telephone # (888) 692-3275 Web site address (if any) www.tekutilities.com

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

TEK Utilities LLC

A-5 Contact person for regulatory or emergency matters

Name Anthony King
Title President

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Business address 1010 Old Henderson Rd, Ste 207; Columbus, OH 43220
Telephone # (888) 692-3275 Fax # _____
E-mail address info@tekutilities.com

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

Name Anthony King
Title President
Business address 1010 Old Henderson Rd, Ste 207; Columbus, OH 43220
Telephone # (888) 692-3275 Fax # _____
E-mail address info@tekutilities.com

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

Customer Service address 1010 Old Henderson Rd, Ste 207; Columbus, OH 43220
Toll-free Telephone # (888) 692-3275 Fax # _____
E-mail address info@tekutilities.com

A-8 Applicant's federal employer identification number # 833588542

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

A-11 Provide the approximate start date that the applicant proposes to begin delivering services

April 1, 2019

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.


ANTHONY KING, PRESIDENT
 Signature of Applicant & Title

Sworn and subscribed before me this 21st day of February, 2019


 Signature of official administering oath

Month Year
Anthony King, President
 Print Name and Title

My commission expires on 6/14/23



STEPHANIE K. REDFERN
 Notary Public, State of Ohio
 My Commission Expires 06-14-2023

AFFIDAVIT

State of Ohio :

Columbus ss.
(Town)

County of Franklin :

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

He/She is the President (Office of Affiant) of TEX UTILITIES 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.

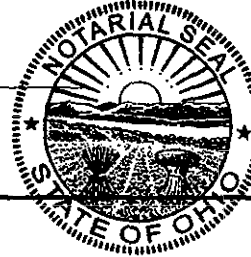
[Signature] President
Signature of Affiant & Title

Sworn and subscribed before me this 21st day of February, 2019
Month Year

[Signature]
Signature of official administering oath

Anthony King, President
Print Name and Title

My commission expires on 6/14/23



STEPHANIE K. REDFERN
Notary Public, State of Ohio
My Commission Expires 06-14-2023

TEK Utilities PUCO Power Broker Application

Exhibit A-12

Principal Officers, Directors & Partners

Anthony King, President

1010 Old Henderson Rd, Suite 207

Columbus, OH 43220

888-692-3275

Exhibit A-13

Company History

TEK Utilities LLC is an Ohio Limited Liability Company established in February 2019. TEK Utilities was started with the intention of focusing on, but not limited to, providing services as a CRES Broker and CRNG Broker throughout the State of Ohio along with ancillary products and services to all customer classes.

TEK Utilities PUCO Power Broker Application

Exhibit A-14

Articles of Incorporation and Bylaws

See attached documentation.

A-14-

**TEK UTILITIES LLC
LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

This Operating Agreement (Agreement) is entered into on this 21st day of February, 2019, by 1864 AJK LLC, an Ohio limited liability company.

ARTICLE I: RECITALS

The Member has agreed to organize and operate a limited liability company under the laws of the State of Ohio in accordance with the terms of and subject to the conditions set forth in this Agreement.

ARTICLE II: FORMATION; NAME; OFFICE; PURPOSE; TERM

A. **Organization.** The Member hereby organizes a limited liability company pursuant to the Ohio Limited Liability Company Act (Ohio Rev. Code Chapter 1705) and the provisions of this Agreement and, for that purpose, have caused the Articles of Organization to be prepared, executed and filed with the Ohio Secretary of State on February 6, 2019.

B. **Name of the Company.** The name of the Company shall be TEK Utilities LLC. The Company may do business under that name and under any other names upon which 100% of the Member(s) agrees in writing.

C. **Purpose.** The Company is organized to sell and service natural gas, electricity, propane and other energy products to commercial and retail customers and in any lawful act or activity for which limited liability companies may be formed under §1705.02 of the Ohio Revised Code, as now in effect or hereafter amended and to do any and all things necessary, appropriate, convenient, or incidental to that purpose.

D. **Term.** The term of the Company begins upon the filing of the Articles of Organization with the Ohio Secretary of State and shall continue in existence until perpetuity.

E. **Principal Office.** The principal office of the Company shall be located at 1010 Old Henderson Rd, Ste 207, Columbus, OH 43220, or at any other place within the State of Ohio upon which 100% of the Member(s) agree in writing.

F. **Statutory Agent.** The name and address of the Company's current statutory agent in the State of Ohio shall be kept on file in the Articles of Organization with the Secretary of State.

G. **Members.** The name and present mailing address of the Member is set forth in Exhibit A.

H. **Initial Capital Contributions.** Upon the execution of this Agreement, the Member shall make contributions to the Company as set forth with their respective names on Exhibit A.

A-14₂

I. **Additional Contributions.** In addition to the Initial Capital Contributions, the Member may determine from time to time that additional contributions are needed to enable the Company to conduct its business. Upon making such a determination, notice shall be given to the Member in writing at least ten (10) business days prior to the date on which such contribution is due. Such notice shall set forth the amount of additional contribution needed, the purpose for which the contribution is needed, and the date by which the Member should contribute. Each Member shall be entitled to contribute a proportionate share of the additional contribution. No Member shall be obligated to make any such additional contributions. In the event any one or more Members do not make their additional contribution, the other Members shall be given the opportunity to make the contribution.

J. **No Interest on Capital Contributions.** Members shall not be paid interest on their Capital Contributions.

K. **Return of Capital Contributions.** Except as otherwise provided in the Agreement, Members shall not have the right to receive the return of any Capital Contributions.

ARTICLE III: PROFIT, LOSS AND DISTRIBUTIONS

A. **Allocations per Member.** The allocations of profit and losses as well as the ownership each Member receives will be solely based on the amount of capital contributed to the Company. The Member agree that the original percentages of distributions should be in the following proportions which reflects capital contributions: 1864 AJK LLC – 100%. Each Member shall hold a Membership Interest in the Company equal to each Member's respective allocations of profit and losses.

B. **Distributions of Cash Flow.** Cash flow available for distribution for each taxable year of the Company will be determined by the unanimous vote or consent of the Members. The amount determined in the preceding sentence shall be distributed to the Members in same proportions as the allocations per member described in the preceding paragraph.

ARTICLE IV: MANAGEMENT: RIGHTS, POWERS AND DUTIES

A. **Management Rights.** All management rights of the Company shall be vested in the Members of the Company unless selected managements rights are assigned to its officers. All Members shall be entitled to vote on any matter submitted to a vote of the Members. Except as otherwise provided in the Agreement, any action to be taken shall be by the unanimous approval or consent of the Members.

B. **Liability of Members.** No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under the Agreement or the Ohio

successor has been appointed and qualified or until his earlier death, resignation or removal. No officer needs to be a Member. The Member(s) shall be empowered to fill all vacancies in office and to remove officers at any time with or without cause. The Member(s) shall from time to time fix the salaries and other compensation, if any, of the officers of the Company.

ARTICLE V: TRANSFER OF INTEREST

A. Transfer of Interest. Except as otherwise provided in this Agreement, no Member or other person holding any interest in the Company may assign, pledge, hypothecate, transfer or otherwise dispose of all or any part of his interest in the Company, including without limitation to the capital, profits or distributions of the Company without the prior unanimous vote or consent of the Members. A transfer to an approved assignee shall only entitle the approved assignee to the allocations and distributions to which the assigned interest is entitled, unless such approved assignee applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

An assignment, pledge, hypothecation, transfer or other disposition of all or any part of the interest of a Member in the Company or other person holding any interest in the Company in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Member permitted under this Agreement shall be binding upon the Company unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the Company, has been delivered to the Company.

B. Voluntary Withdraw. The Members agree that no Member may voluntarily withdraw from the Company without the unanimous vote or consent of the Members.

C. Transfers of Company Assets. No Member shall have the right to transfer all or any part of the Member's interest in any of the Company's assets, receivables, records, documents, files, goodwill or clientele, all such rights and interests of such Member being personal to him and non-transferable and non-assignable (excepting only that other Members of the Company may succeed to the rights of some of them in accordance with the terms of this Company Agreement or by operation of law).

D. Admission of Additional Members. The Members, by a unanimous vote or consent of the Members, may admit Additional Members and determine the allocation percentages and/or Capital Contributions of such Members.

ARTICLE VI: DISSOLUTION, LIQUIDATION AND TERMINATION OF THE COMPANY

A. Events of Dissolution. The Company shall be dissolved upon the happening of the following event:

A-14-4

1. Upon the unanimous written agreement of the Members.

B. Procedure for Winding Up and Dissolution. If the Company is dissolved, the remaining Members shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed first, to creditors of the Company, including Members who are creditors, in satisfaction of the liabilities of the Company, and then to the Members in accordance with the Percentage of Distribution set forth in this Agreement or subsequently modified in accordance with this Agreement.

C. Filing of Certificate of Dissolution. If the Company is dissolved, the Members shall promptly file the Certificate of Dissolution with the Ohio Secretary of State. If there are no remaining Members, the Certificate shall be filed by the last person to be a Member. If there are no remaining Members or a person who was a last Member, the Certificate shall be filed by the legal or personal representative of the person who was last a Member.

ARTICLE VII: GENERAL PROVISIONS

A. Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Members shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the persons who will have authority with respect to the accounts and the funds therein.

B. Books and Records. The Members shall keep or cause to be kept complete and accurate books and records of the Company, including all such documentation required under this Agreement. The books and records shall be maintained in accordance with accounting principles and practices selected to be employed for income tax reporting and these books and records shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

C. Annual Accounting Period. The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Members, subject to the requirements and limitations of the law.

D. Assurances. Each member shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as necessary (or deemed appropriate by the majority of the Members) to comply with the requirements of Law for the formation and operations of the Company and to comply with any laws, rules and regulation relating to the acquisition, operation, or holding of the property of the Company.

E. Notifications. Any notice or demand, consent, election, offer, approval, request, or other communication (collectively, notice) required or permitted under this Agreement must be in writing and be either delivered personally or sent via certified or registered mail, postage pre-paid, return receipt requested. A notice must be addressed to a Member at the Member's last

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known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it was mailed. Any party may designate, by notice to all of the others, substituted addresses or addressees for notices; thereafter, notices are to be directed to those substitute addresses or addressees.

F. **Complete Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement among the Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warrant. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all Members. Oral agreements which purport to amend this Agreement shall not be enforceable.

G. **Applicable Law.** All questions concerning the construction, validity, and interpretation of this Agreement and performance of the obligations of this Agreement shall be governed by the internal law, not the laws of conflicts, of the State of Ohio.

H. **Section Titles.** The headings herein are inserted as a matter of convenience only and do not define, limit or describe the scope of this Agreement or the intent of the provisions hereof.

I. **Binding Provisions.** This Agreement is binding upon, and insures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

J. **Jurisdiction and Venue.** Any suit involving any dispute or matter arising under this Agreement may only be brought in the courts of the State of Ohio, Franklin County, or such other county where the Company may relocate its principal office. All Members hereby consent to the exercise of personal jurisdiction by such court with respect to any such proceeding.

K. **Terms.** Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person may in the context require.

L. **Severability of Provisions.** Each provision of this Agreement shall be considered severable. If for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect the portions of this Agreement which are valid.

M. **Amendments.** The Agreement may be amended or modified from time to time only by a written instrument adopted by unanimous written consent of the Members. No Member shall have any vested rights in the Agreement, which may not be modified through an amendment to the Agreement.

A-14-6

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth herein above.

WITNESS OR ATTEST: MEMBERS

By: 
Anthony J. King, Member
1864 AJK LLC

STATE OF OHIO


)

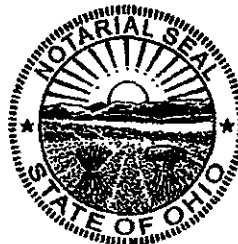
) SS:

COUNTY OF FRANKLIN

)

Personally came before me this 21st day of February, 2019, the above named Anthony J. King, Member of 1864 AJK LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public
Franklin County, Ohio
My Commission expires 6/14/23



STEPHANIE K. REDFERN
Notary Public, State of Ohio
My Commission Expires 06-14-2023

A-14-7

**TEK UTILITIES LLC
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
EXHIBIT A**

<u>MEMBER</u>	<u>INITIAL CAPITAL CONTRIBUTION</u>
1. 1864 AJK LLC 1864 Ardwick Road Columbus, OH 43220	\$10,000.00

TEK Utilities PUCO Power Broker Application

Exhibit A-15

Secretary of State

See attached documentation.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
02/07/2019	201903703366	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00

Receipt

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

HRABCAK & COMPANY, L.P.A.
67 E. WILSON BRIDGE RD., SUITE 100
WORTHINGTON, OH 43085

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
4290822

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

TEK UTILITIES LLC

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

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG

Effective Date: 02/06/2019

Document No(s):

201903703366

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
7th day of February, A.D. 2019.

Ohio Secretary of State

A-15-2

Form 533A Prescribed by:

Date Electronically Filed: 2/6/2019

OFFICE OF THE
Ohio Secretary of State

Toll Free: (877) SOS-FILE (877-767-3453) | Central Ohio: (614) 466-3910

www.OhioSecretaryofState.gov | Busserv@OhioSecretaryofState.govFile online or for more information: www.OHBusinessCentral.com

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99**Form Must Be Typed****CHECK ONLY ONE (1) BOX**

- (1) Articles of Organization for Domestic
☒ For-Profit Limited Liability Company
(115-LCA)

- (2) Articles of Organization for Domestic
☐ Nonprofit Limited Liability Company
(115-LCA)

Name of Limited Liability Company **TEK UTILITIES LLC**

(Name must include one of the following words or abbreviations:
"limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd".)

Optional: Effective Date (MM/DD/YYYY) **2/6/2019**

(The legal existence of the corporation begins upon the
filing of the articles or on a later date specified that is not
more than ninety days after filing.)

Optional: This limited liability company shall exist for
Period of Existence

Optional: Purpose

**** Note for Nonprofit LLCs**

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

A-15-3

Original Appointment of Statutory Agent

The undersigned authorized member(s), manager(s) or representative(s) of

TEK UTILITIES LLC

(Name of Limited Liability Company)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

HRABCAK AND COMPANY LPA

(Name of Statutory Agent)

67 E WILSON BRIDGE RD STE 100

(Mailing Address)

WORTHINGTON

(Mailing City)

OH

(Mailing State)

43085

(Mailing ZIP Code)

Acceptance of Appointment

The Undersigned,

HRABCAK AND COMPANY LPA

(Name of Statutory Agent)

, named herein as the

Statutory agent for

TEK UTILITIES LLC

(Name of Limited Liability Company)

hereby acknowledges and accepts the appointment of statutory agent for said limited liability company.

Statutory Agent Signature

JAMES B CURTIN TREASURER OF HRABCAK AND COMPANY LPA

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

A-15-4

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If the authorized representative is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the authorized representative is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

JAMES B CURTIN REPRESENTATIVE

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

TEK Utilities PUCO Power Broker Application

Exhibit B-1

Jurisdiction of Operation

Applicant is not licensed, registered or otherwise authorized to provide retail or wholesale electric services in any other jurisdiction.

TEK Utilities PUCO Power Broker Application

Exhibit B-2

Experience & Plans

TEK Utilities LLC will rely on its President, Anthony King's, experience as detailed in Exhibit B-3.

TEK Utilities LLC's focus will always be on providing the highest level of service to our clients while maintaining the most stringent of ethical and business standards. We will only hire and work with those individuals that are deemed to hold themselves up to our high level of standard. We will utilize a network of employees, agents and/or consultants to provide CRES Broker related services to all customer classes in the State of Ohio. We will develop and utilize a comprehensive training program focused on our values and especially the professional standards expected by the State of Ohio and the PUCO. Policies and Procedures will be developed and regularly updated to maintain our internal standards as well as those of any governing body.

TEK Utilities LLC will contract with clients through various methods, as deemed appropriate by management and clients. We will provide all required notifications and communications methods and our focus will always be on maintaining the highest level of client satisfaction including responding to all client or other inquiries in a timely manner. Billing will be based on each clients' preference either directly or through a 3rd party.

TEK Utilities PUCO Power Broker Application

Exhibit B-3

Summary of Experience

Anthony King, President of TEK Utilities LLC

Mr. King served as Executive Director of an Ohio registered CRES Marketer for over 5 years. Mr. King helped establish this company with its first customers in 2014 through its rapid growth to over 50,000 customers and over 1,000,000 MWh of annual usage in less than 5 years. Mr. King was responsible for management of all facets of the company including regulatory affairs, customer support, sales/marketing, accounting/finance and legal/contracting. Mr. King developed and managed to all company's policies and procedures with a focus on customer support and company had a tremendous track record of customer satisfaction with very limited customer complaints through the PUCO and Better Business Bureau and of those limited complaints, all were resolved satisfactorily.

This CRES Marketer serves residential customers through online enrollment and customer initiated telephonic enrollments as well as being the supplier for over 35 governmental aggregations across the state. They serve small commercial, mercantile and industrial customers acquired through direct B2B marketing efforts, registered CRES Brokers and its aggregation programs as well serving residential customers through its online platform. They serve customers all 4 EDUs, AEP Ohio (CSP and OP), FirstEnergy (Ohio Edison, Cleveland Electric Illuminating Co. and Toledo Edison), Dayton Power and Light and Duke Energy Ohio.

TEK Utilities PUCO Power Broker Application

Exhibit B-4

Disclosure of Liabilities and Investigations

The company has no "Disclosure of Liabilities or Investigations" to report.

TEK Utilities PUCO Power Broker Application

Exhibit C-1

Annual Reports

The company was recently formed in the State of Ohio and has no Annual Reports to provide.

TEK Utilities PUCO Power Broker Application

Exhibit C-2

SEC Filings

The company is privately held and has no required SEC Filings.

TEK Utilities PUCO Power Broker Application

Exhibit C-3

Financial Statements

The company was recently formed in the State of Ohio and has no Financial Statements or tax returns to provide.

TEK Utilities PUCO Power Broker Application

Exhibit C-4

Financial Arrangements

N/A, applicant is seeking to be certified as a broker/aggregator.

TEK Utilities PUCO Power Broker Application

Exhibit C-5

Forecasted Financial Statements

CONFIDENTIAL, SUBMITTED UNDER SEAL

CONFIDENTIAL INFORMATION: See attached forecasted financial statements.

This requires TEK Utilities LLC to disclose confidential and privileged information not otherwise available to the public and is being submitted under seal.

TEK Utilities PUCO Power Broker Application

Exhibit C-6

Credit Rating

N/A, company was recently formed and does not have a credit rating

TEK Utilities PUCO Power Broker Application

Exhibit C-7

Credit Report

N/A, company was recently formed and does not have a credit report

TEK Utilities PUCO Power Broker Application

Exhibit C-8

Bankruptcy Information

TEK Utilities LLC does not have any current or former reorganizations, protection from creditors or bankruptcy information to provide.

TEK Utilities PUCO Power Broker Application

Exhibit C-9

Merger Information

There have been no dissolutions, mergers or acquisitions to report.

TEK Utilities PUCO Power Broker Application

Exhibit C-10

Corporate Structure

Company is a stand-alone entity with no affiliate or subsidiary companies.