

FILE



The Public Utilities Commission of Ohio

PUCO USE ONLY		
Date Received	Case Number	Version
12-	828 -EL-AGG	August 2004

CERTIFICATION APPLICATION FOR AGGREGATORS/POWER BROKERS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). 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.

RECEIVED-DOCKETING DIV

2012 MAR - 1 PM 2:29

PUCO

A. APPLICANT INFORMATION

A-1 Applicant's legal name, address, telephone number and web site address

Legal Name Summit Power Brokers, LLC
Address 4110 Bridgewater Pkwy Ste 201 Stow, Ohio 44224
Telephone # (330) 277-1240 Web site address (if any) _____

A-2 List name, address, telephone number and web site address under which Applicant will do business in Ohio

Legal Name Summit Power Brokers, LLC
Address 4110 Bridgewater Pkwy Ste 201 Stow, Ohio 44224
Telephone # (330) 277-1240 Web site address (if any) _____

A-3 List all names under which the applicant does business in North America

Summit Power Brokers
Robert C. Haehn

A-4 Contact person for regulatory or emergency matters

Name Robert C. Haehn
Title Owner

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 Am Date Processed 3/1/12

Business address 4110 Bridgewater Pkwy Ste 201 Stow, Ohio 44224

Telephone # (330) 277-1240

Fax # (330) 319-8999

E-mail address (if any) robert_haehn@live.com

A-5 Contact person for Commission Staff use in investigating customer complaints

Name Robert C. Haehn

Title Owner

Business address 4110 Bridgewater Pkwy Ste 201 Stow, Ohio 44224

Telephone # (330) 277-1240

Fax # (330) 319-8999

E-mail address (if any) robert_haehn@live.com

A-6 Applicant's address and toll-free number for customer service and complaints

Customer Service address 4110 Bridgewater Pkwy Ste 201 Stow, Ohio 44224

Toll-free Telephone # (330) 277-1240

Fax # (330) 319-8999

E-mail address (if any) robert_haehn@live.com

A-7 Applicant's federal employer identification number # 291922683

A-8 Applicant's form of ownership (check one)

☐ Sole Proprietorship

☐ Partnership

☐ Limited Liability Partnership (LLP)

☒ Limited Liability Company (LLC)

☐ Corporation

☐ Other

A-9 (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).

☒ First Energy

☒ Ohio Edison

☒ Toledo Edison

☒ Cleveland Electric Illuminating

☒ Cincinnati Gas & Electric

☒ Monongahela Power

☒ American Electric Power

☒ Ohio Power

☒ Columbus Southern Power

☒ Dayton Power and Light

☐ Residential

☐ Residential

☐ Residential

☐ Residential

☐ Residential

☐ Residential

☐ Residential

☐ Residential

☐ Commercial

☐ Commercial

☐ Commercial

☐ Commercial

☐ Commercial

☐ Commercial

☐ Commercial

☐ Commercial

☐ Mercantile

☐ Mercantile

☐ Mercantile

☐ Mercantile

☐ Mercantile

☐ Mercantile

☐ Mercantile

☐ Mercantile

☐ Industrial

☐ Industrial

☐ Industrial

☐ Industrial

☐ Industrial

☐ Industrial

☐ Industrial

☐ Industrial

A-10 Provide the approximate start date that the applicant proposes to begin delivering services

June 1, 2012

Exhibit A-11

"Principal Officers, Directors & Partners"

Summit Power Brokers

Summit Power Brokers, LLC is wholly owned by Robert C. Haehn.

Robert C. Haehn – Owner Summit Power Brokers, LLC

Percentage Ownership – 100%

4110 Bridgewater Pkwy Ste 201 Stow, Ohio 44224

Phone: 330-277-1240

Exhibit A-12

"Corporate Structure"

Summit Power Brokers

Summit Power Brokers, LLC is wholly owned by Robert C. Haehn. Summit Power Brokers, LLC is a new company and does not have affiliates or subsidiary companies.

Exhibit A-13

“Company History”

Summit Power Brokers

Summit Power Brokers, LLC is a new business wholly owned by Robert C. Haehn. Mr Haehn has been employed in the energy industry in Ohio since 2009. Summit Power Brokers, LLC will act on behalf of retail commercial electricity customers by brokering electricity supply from direct suppliers to business customers. The company's principal business interest is assisting commercial customers make energy procurement decisions in deregulated energy markets.

A-14

"Articles of Incorporation and Bylaws"

Summit Power Brokers

"Articles of Incorporation and Bylaws"

Summit Power Brokers
**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into at Cuyahoga Falls, Ohio effective as of January 23, 2012, by and among ROBERT C. HAEHN, (hereinafter referred to as a "Member(s)").

IN CONSIDERATION of the mutual promises contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
FORMATION, ORGANIZATION, TERM AND MEMBER(S)

1.1 Limited Liability Company Formation. Member hereby agrees to form a limited liability company pursuant to the provisions of the Ohio Limited Liability Act, Ohio Revised Code Chapter 1705 (the "Act").

1.2 Name. The name of the company is SUMMIT POWER BROKERS, LLC, (hereinafter called the "Company").

1.3 Purpose. The Company is formed for the purpose of serving as a representative and sales company in all capacities and any and all other actions incidental thereto. The Company is authorized to do all such other acts as a natural person may do within the State of Ohio.

1.4 Powers. The Company shall have the power to do any and all acts and things necessary or incidental to the accomplishment of the foregoing purpose of the Company and to exercise all such powers and authorities conferred upon limited liability companies by the State of Ohio, in furtherance of said purpose.

1.5 Location of Office, Records. The location of the principal office of the Company shall be 4110 Bridgewater Parkway, Suite 201, Stow, Ohio 44224, or such other place as may hereafter be designated by the Company.

The Company shall keep the following items at the office of the Company:

(a) A current list of the full name and last known business or residence address of each Member(s);

(b) A copy of the Articles of Organization of the Company and all certificates of amendment to it, together with executed copies of any powers of attorneys pursuant to which any certificate has been executed;

(c) Copies of the minutes of all meetings of the Member(s) or Member(s)' resolutions by unanimous written consent;

(d) Copies of the Company's Federal, state, and local income tax returns and reports, if any, for the three most recent tax years;

"Articles of Incorporation and Bylaws"

Summit Power Brokers

(e) Copies of any then effective written operating agreement and of any financial statements of the Company for the three most recent years; and,

(f) Copies of all contracts and agreements executed on behalf of and binding upon the Company.

All such records shall be subject to inspection and copying by any Member(s) at the reasonable request and expense of the requesting Member(s) during ordinary business hours.

1.6 Statutory Agent. The Statutory Agent for the Company shall be: ROBERT C. HAEHN, 4110 Bridgewater Parkway, Suite 201, Stow, Ohio 44224, or such person at such other address as may hereafter be designated by a proper certificate of the limited liability company.

1.7 Term. This Agreement shall be effective as of the date hereof, and the term of the Company shall be perpetual.

1.8 Names and Address of Member(s). The names and addresses of the Member(s) and their respective percentage ownership interest in the Company, expressed as a percentage (the "Membership Interests") is as follows:

<u>NAME AND ADDRESS</u>	<u>PERCENTAGE INTEREST</u>
ROBERT C. HAEHN 4110 Bridgewater Parkway Stow, Ohio 44224	100%

1.9 Ownership of Membership Interests. The Membership Interests are sometimes hereinafter referred to collectively as the "Membership Interests" and singularly as a "Membership Interest". The Member owns the Membership Interests in the percentages as set forth above.

ARTICLE II
MEETINGS OF MEMBER(S)

2.1 Meeting. There shall not be any requirement for the holding of an annual meeting of the Member(s) of the Company.

2.2 Special Meetings. Special meetings of the Member(s) of the Company may be held on any day, when called by the Manager, or when called by Member(s) who hold at least forty percent (40%) of all Membership Interests outstanding and entitled to vote thereat. Upon request in writing delivered either in person or by certified mail, return receipt requested, by any Member entitled to call a meeting of Member(s), the Manager shall forthwith cause notice to be given to all Member entitled to notice of the upcoming meeting. The meeting must be held on a date not less than ten (10), nor more than sixty (60), days after the receipt of such request, as the Manager or Member may fix.

"Articles of Incorporation and Bylaws"

Summit Power Brokers

If notice is not given within twenty (20) days after the delivery or mailing of the request, the person or persons calling the meeting may fix the time of the meeting and give notice thereof in the manner provided by law or by this Operating Agreement, or may cause such notice to be given by any designated representative. Each special meeting shall be called to convene between 8:00 A.M. and 6:00 P.M., and shall be held at the principal office of the Company; or such other place as the Member agree.

2.3 Notice of Meetings. Not less than ten (10), nor more than sixty (60) days before the date fixed for a meeting of Member, written notice stating the time and place of the meeting (and, in the case of a special meeting, the purpose of such meeting) shall be given to each Member(s) entitled to vote thereat. Such meeting shall be held within the State of Ohio at such time and place as is specified in the notice thereof.

2.4 Quorum. except as may be otherwise provided by law or by the Articles of Organization, the holders of a majority of the voting power of the Company shall constitute the quorum necessary for the meeting to occur.

ARTICLE III
CERTIFICATES FOR MEMBER(S)SHIP INTERESTS

3.1 Form of Certificates. Each Member(s) may, at the Company's discretion, be entitled to one or more certificates, signed by the Manager of the Company, which shall certify the Membership Interest held by him in the Company. However, no certificate for units or shares shall be issued until they are fully paid.

3.2 Transfer of Membership Interests. Subject to the laws of the State of Ohio and the terms of this Agreement, Membership Interests in the Company shall be transferable upon the books of the Company by the holders thereof, upon surrender and cancellation of certificate(s) for a like number of units or shares, with duly executed assignment and power of transfer endorsed thereon or attached thereto, and with such proof of the authenticity of the signatures to such assignment and power of transfer as the Company or its agents may reasonably require. The transferee or assignee of any Member(s)' Interest shall have no right to participate in the management of the business and affairs of the Company or to become a Member(s) unless the Member(s), other than the transferring or assigning Member(s), unanimously approve, in writing, the transfer or assignment to the transferee or assignee.

3.3 Lost, Stolen, or Destroyed Certificates. The Company may issue a new certificate for Membership Interests in place of any certificate previously issued by it and alleged to have been lost, stolen or destroyed. The Manager may, in his discretion, require the owner or the owner's legal representative to give the Company a bond containing such terms as the Manager may require to protect the Company or any person injured by the execution and delivery of a new certificate.

"Articles of Incorporation and Bylaws"

Summit Power Brokers

ARTICLE IV
MANAGEMENT

4.1 Number. There shall be one (1) Manager who initially shall be ROBERT C. HAEHN. Any successor Manager shall be a Member(s) of the Company. Any major business decision requires all of the Member(s) to agree thereupon.

4.2 Vacancies. The Manager shall be elected at any meeting of Member(s) or at a special meeting called for the purpose of electing the manager, or the Manager may be designated at any time by unanimous written action of the Member(s).

4.3 Term of Office; Resignation. The Manager shall hold office until the next meeting of the Member(s), or until his successor is elected, or until such Manager's resignation, removal from office or death. The Manager may resign at any time by providing an oral statement to that effect at a meeting of the Member(s) or by submitting a writing to that effect to the Member(s). Such resignation shall take effect immediately or at such other time as such Manager may specify.

4.4 Manager's Compensation. The Manager's compensation shall be determined by the Member(s) on an annual basis.

4.5 Powers of Manager. Subject to the limitations imposed by the Act and this Agreement, the Manager, in his full and exclusive discretion, shall manage and control and make all decisions affecting the business and assets of the Company in accordance with the provisions of Section 4.6 of this Agreement, including without limitation, the power to:

(a) Employ such persons, firms, or corporations for the operation of and the conduct of the business of the Company, including without limitation, engineers, contractors, subcontractors, laborers, materialmen, superintendents, management firms, and personnel, accountants, and attorneys on such terms and for such reasonable compensation as they shall determine, notwithstanding the fact that the Manager may have identity with or may have a financial interest in such person, firm or corporation; provided that such compensation shall not be greater than that charged for comparable services by other unaffiliated third persons in the same geographic areas.

(b) Enter into service agreements pertaining to the operation of Company Property, including, but not limited to, agreements for utilities, maintenance, and repair services.

(c) Upon proper resolution of the Member(s), the Manager may be authorized, on behalf of the Company, to execute, acknowledge, and deliver any and all documents, instruments, and writings of any kind which may be necessary or incidental to the accomplishment of the foregoing powers (including, but not limited to, all documents to be executed in connection with any loan), and thereupon such documents, instruments, and writings shall be binding upon and enforceable by or against the Company in accordance with their respective terms and provisions.

"Articles of Incorporation and Bylaws"

Summit Power Brokers

4.6 Duties of Manager.

(a) The Manager shall manage or cause to be managed the affairs of the Company in a prudent and businesslike manner and shall devote such part of its time to the Company affairs as is reasonably necessary for the conduct of such affairs.

(b) In carrying out her obligations, the Manager shall:

(i) From time to time, but not less often than annually, render written reports to the Member(s) with respect to the operations of the Company;

(ii) Obtain and maintain such public liability and other insurance as may be available and as they deem necessary or appropriate;

(iii) Deposit all funds of the Company in one or more bank accounts with such banks or trust companies as the Manager may designate;

(iv) Maintain complete and accurate records of all property (real and personal) owned or leased by the Company in complete and accurate books of account (containing such information as shall be necessary to record allocations and distributions), and make such records and books of account available for inspection and audit by any Member(s) or his duly authorized representative (at the expense of such Member(s)) during regular business hours and at the principal office of the Company, upon reasonable notice;

(v) Prepare and distribute to the Member(s) all reasonable tax reporting information and cause all federal, state, and local tax returns of the Company to be prepared and filed on a timely basis;

(vi) Cause to be filed such other documents and take such other actions that may be required by law to qualify and maintain the Company as a limited liability company; and

(vii) Maintain, as part of its books and records, those documents listed in Section 1.5 hereof.

4.7 Non-Liability of Manager. In carrying out his duties hereunder, the Manager shall not be liable to the Company or to any other Member(s) for any actions taken in good faith and reasonably believed to be in the best interests of the Company, or for errors of judgment, neglect, omission or wrongdoing, but shall only be liable for willful misconduct, gross negligence, breach of his obligations under this Agreement, or other breach of his fiduciary duties.

4.8 Reliance on Acts of Manager. No financial institutions or any other person, firm or corporation dealing with the Manager shall be required to ascertain whether they are acting in accordance with this Agreement, and such financial institution or such other person, firm or corporation shall be protected in relying solely upon the execution of such instrument or instruments by the Manager.

"Articles of Incorporation and Bylaws"

Summit Power Brokers

4.9 Compensation of Member(s) and Affiliates.

(a) The Company shall reimburse the Manager and any of her affiliates for out-of-pocket expenses incurred on behalf of the Company. The Manager and her affiliates shall submit to the Company such invoices, expense reports and other supporting documents as may be required by the Internal Revenue Code of 1986, as amended (the "Code"), and regulations issued thereunder.

4.10 Decisions of the Manager. Day-to-day operation of the Company and its affairs shall be conducted by the Manager.

4.11 Tax Matters.

(a) The Manager is hereby designated, pursuant to Section 6231(a)(7) of the Code, as the Company's Tax Matters Member(s) ("TMM"), and shall be responsible for acting as the liaison between the Company and the Internal Revenue Service ("Service") and as the coordinator of the Company's actions pursuant to a tax audit of the Company. The Manager shall continue to serve as TMM until the occurrence of any of the following events:

- (i) The Company is terminated;
- (ii) He resigns as TMM; or
- (iii) He no longer owns a Member(s)ship Interest in the Company.

Upon the occurrence of (ii) or (iii) above, the Member shall select a new TMM.

(b) The TMM shall have the duties enumerated below, without obtaining the consent of any other Member, in addition to such other duties as may from time to time be delegated to him by the Member;

(i) Furnish to the Service, when properly requested pursuant to the Code, the names, addresses, profits, interest and taxpayer identification numbers of each person and/or entity who or which was a Member in the Company at any time during the Company's taxable year;

(ii) Keep each Member informed of all administrative and judicial proceedings for the adjustment, at the Company level, of Company items;

(iii) Extend the period of limitations for making assessments against the Company;

(IV) After receipt from the Service of a notice of a final Company administrative adjustment, file a petition for a readjustment of Company items for such taxable year with:

- (1) the Tax Court;

"Articles of Incorporation and Bylaws"

Summit Power Brokers

(2) the District Court of the United States for the district in which the Company's principal place of business is located;

(3) the Claims Court; and

(4) enter into binding settlement agreements with the Service with regard to Company items as provided in Code Section 6224(c)(3).

(c) In furtherance of the duties of the TMM described in this Agreement, the TMM shall be reimbursed by the Company for all expenses, costs and liabilities expended or incurred by the TMM.

4.12 Indemnification of Manager. The Company shall and does hereby agree, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Manager from and against any and all liability, cost, expense, or damage incurred or sustained by reason of any act or omission in the conduct of the business of the Company, regardless of whether acting pursuant to his discretionary or explicit authority hereunder; provided, however, the Company shall not indemnify the Manager or hold him harmless with respect to any of the foregoing incurred in connection with such Manager's fraud, willful misconduct or gross negligence.

ARTICLE V
COMPANY FUNDS

5.1 Member Contributions.

The following amount has been contributed as capital contributions ("Capital Contributions") in exchange for respective Membership Interests:

ROBERT C. HAEHN	\$1,000.00
-----------------	------------

5.2 Additional Funds.

Additional funds shall be contributed to the extent of partners' ownership. In the event that in addition to the Capital Contributions of the Member, additional funds may be required for any Company purpose, the Manager may provide additional funds by:

(a) arranging for the Company to borrow such additional funds from either a private or institutional lender at the commercial rates then prevailing and upon such other terms and conditions as the Manager may arrange; or

(b) the Member may loan such funds to the Company in such sums and upon such terms as the Member and the Company may agree.

No Member shall be required to contribute any sum in excess of the sum set forth as his original Capital Contribution.

"Articles of Incorporation and Bylaws"

Summit Power Brokers

ARTICLE VI
PROFITS, LOSSES, AND DISTRIBUTIONS**6.1 Allocation of Profits and Losses.**

(a) The Profits and Losses of the Company (as hereinafter defined) shall be allocated among the Member in proportion to their respective Company Interests.

(b) For purposes of this Agreement:

(i) The term "Losses" shall mean the net losses of the Company for Federal income tax purposes.

(ii) The term "Profits" shall mean the net profits of the Company for Federal income tax purposes.

6.2 Accounting.

The Company books shall be kept on the accrual basis and in accordance with accounting principles consistent with those employed for determining the Company's income for Federal income tax purposes.

6.3 Determination of Profit and Loss.

Profits and losses shall be considered to have been earned ratably over the period of the fiscal year of the Company, based upon the time of admission of any Member(s) to the Company. Gains or losses from the sale or other disposition of Company Property shall be allocated among the Member(s) as of the date such sale or other disposition is effective.

6.4 Member Accounts.

(a) There shall be maintained a capital account ("Capital Account") in accordance with the Regulations prescribed under Section 704(b) of the Code and an income account ("Income Account") for each Member(s). The amount of each Member(s)' Capital Contribution to the Company shall be credited to his Capital Account. From time to time, but not less often than annually, the share of each Member(s) in profits and losses shall be credited or charged to his Income Account. Any negative balance in the Income Account of a Member(s) shall be charged to his Capital Account.

The foregoing provision and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 704(b) of the Code and Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent therewith. In the event the Manager shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such provisions of the Code and Regulations (or any successor provisions thereto), the Manager may make such modification, without the consent of the Member(s), provided that it is not likely to have a material effect on the amounts distributable to any Member(s) upon the dissolution of the Company. The Manager shall adjust the amount debited or credited to Capital

"Articles of Incorporation and Bylaws"

Summit Power Brokers

Accounts with respect to (i) any property contributed to the Company or distributed to the Member(s), and (ii) any liabilities that are secured by such contributed or distributed property or that are assumed by the Company or the Member(s), in the event the Manager shall determine such adjustments are necessary or appropriate to Treasury Regulation Section 1.704-1(b)(2)(IV).

(b) If at any time the Company shall suffer a loss as a result of which the Capital Account of any Member(s) shall be a negative amount, such loss shall be carried as a charge against his Capital Account, and his share of subsequent profits of the Company shall be applied to restore such deficit in his Capital Account, but the Member(s) shall not be required to make any further contribution to the capital of the Company to restore a loss, to discharge any liability of the Company, or for any other purpose, except as may be required by the Act, nor shall the Member be personally liable for any liabilities of the Company or the Manager except as otherwise provided by the Act or as specifically provided in this Agreement.

6.5 Distributions of Net Cash from Operations.

(a) Any amounts held by the Company derived from its operations and note required for the purposes of its business, or for repayment of loans, or for reserves, as determined by the Manager ("Net Cash From Operations"), shall be distributed to the Member(s) in proportion to their respective Membership Interests.

(b) As used herein "Net Cash From Operations" means the gross cash proceeds from Company operations less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Manager. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar non-cash charges deducted in determining taxable income or loss for Federal income tax purposes.

ARTICLE VII
RIGHTS, PROHIBITIONS AND
LIABILITIES OF MEMBER(S)S

7.1 Rights of Member(s).

(a) Except as provided in Section 7.2 hereof, the Member(s) shall not in any way be prohibited from, or restricted in, engaging in or owning an interest in any other business venture of any nature including any venture which might be competitive with the business of the Company. The Company may engage the Member(s) or persons or firms associated with them for specific purposes and may otherwise deal with such Member(s) on such terms and for compensation to be agreed upon by any such Member(s) and the Company.

(b) The Member(s) shall be entitled to:

(i) Have the Company records referred to in Section 1.5 hereof kept at the principal office of the Company, and at all times, during reasonable business hours, inspect or and copy any of them, upon reasonable notice;

"Articles of Incorporation and Bylaws"

Summit Power Brokers

(ii) To obtain from the Manager, from time to time and upon reasonable demand, all of the following:

(1) true and full information regarding the state of the business and the financial condition of the Company;

(2) a copy of the Company's most recent Federal, state, and local income tax returns and reports for each year; and

(3) other information regarding the affairs of the Company as is just and reasonable.

(c) Subject to the limitations set forth in Section 3.2 hereof, a Member(s) shall have the power to grant to the assignee of a Membership Interest, the right to become a Member(s) of the Company.

7.2 Prohibitions with Respect to the Member(s). No Member(s) shall have the right:

(a) to take part in the control of the Company business or to sign for, or to bind, the Company, without the approval of all of the Member(s);

(b) to have a capital contribution repaid except to the extent provided for in this Agreement; and/or

(c) to require partition of the Company Property or to compel any sale or appraisal of Company assets or sale of a deceased Member(s) interests therein, notwithstanding any provisions of Ohio law to the contrary.

ARTICLE VIII

RESTRICTION ON TRANSFERABILITY OF MEMBER(S)'S INTERESTS; DEATH, ETC.

8.1 The Interest of a Member(s) in the Company shall not be transferable, unless all of the other Member(s) shall have consented thereto.

8.2 The Company shall have no obligation to purchase some or all of the Company's interest held by a Member(s). No Member(s) may partially or completely withdraw from the Company.

8.3 Except as otherwise specifically permitted pursuant to the provisions of this Agreement, each of the Member(s) agrees that she will not, without the prior written consent of all Member(s), transfer, assign, sell, give, pledge, hypothecate or otherwise encumber his or her interest in the Company ("Interest"), and any attempt to do any of the foregoing without such prior written consent shall be null and void and of no effect.

8.4 Death, Bankruptcy, Insanity, or Incompetency of a Member(s) or Manager.

Upon the death, bankruptcy, or adjudication of insanity or incompetency of a Member(s), the Company shall terminate.

"Articles of Incorporation and Bylaws"

Summit Power Brokers

ARTICLE IX
DISSOLUTION AND TERMINATION

9.1 Termination of the Company. The Company shall be terminated and dissolved upon the concurring vote of all of the Member(s) in the Company. Upon the termination of the Company as herein provided, a full and general accounting shall be taken of the Company's business, and the affairs of the Company shall be wound up. Any net profits or net losses earned or incurred since the previous accounting shall be allocated among the Member(s). The Member(s) shall wind up and liquidate the Company by selling the Company's assets and distributing the net proceeds therefrom, in cash, after the payment of all Company liabilities (including expenses and fees incurred in connection with the sale of assets and liquidation), to the Member(s) in proportion to the positive balances in their Capital Accounts, on the following terms.

9.2 Payment of Debts.

The proceeds from the liquidation of the assets of the Company shall first be applied to the payment of the liabilities of the Company (including any loans or advances that may have been made by Member(s) to the Company) and the expenses of liquidation. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Manager to minimize the normal losses attendant upon a liquidation.

9.3 Return of Capital.

The remaining assets shall next be applied to the repayment of the Capital Contributions of the Member(s) (if any shall then remain unpaid), or such portion thereof as can be paid out of the assets then remaining.

9.4 Distribution to Member(s).

The remaining assets shall next be divided and distributed to the Member(s) in proportion to their respective Membership Interests.

9.5 Reserve.

Notwithstanding the provisions of Section 9.2 through 9.5 hereof, the Manager may retain such amount as he may deem reasonably necessary as a reserve for any contingent or unforeseen liabilities or obligations of the Company; but only with the approval of all the Member(s).

9.6 Final Accounting.

Each of the Member(s)s shall be furnished with a statement prepared by the Company's independent accountants, which shall set forth the assets and liabilities of the Company as of the date of dissolution. Upon the compliance by the Manager with the foregoing distribution plan, the Member(s) shall cease to be such, and the Manager shall execute and cause to be filed a Certificate of Dissolution of the Company and any and all other documents necessary with respect to termination and cancellation.

"Articles of Incorporation and Bylaws"

Summit Power Brokers

9.7 Continuing Governance. In the event of a dissolution of the Company, the business affairs of the Company shall continue to be governed by the terms of this Agreement during the winding up of the Company's business and affairs.

ARTICLE X
INDEMNIFICATION

10.1 Third Party Actions. The Company shall indemnify any Member(s) who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, a administrative or investigative, including all appeals, by reason of the fact that he is or was a Member(s), Manager or employee of the Company, or is or was serving at the request of the Company as a director, trustee, officer or employee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any and all expenses (including reasonable attorneys' fees), judgments, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least no opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the Company.

10.2 Derivative Actions. The Company shall indemnify any Member(s) who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed action or suit, including all appeals, by or on behalf of the Company in order to procure a judgment in its favor by reason of the fact that he is or was a Member(s) of the Company or is or was serving at the request of the Company as its Manager, against any and all expenses (including reasonable attorneys' fees) which were actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, so long as he acted in, or at least not opposed to, the best interests of the Company; except that no indemnification shall be made with respect to any claim, issue, or matter as to which such person shall have been finally adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Company unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

10.3 Rights After Successful Defense. To the extent that a Member(s) or Manager has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 10.1 or 10.2, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.4 Other Determination of Rights. Except in a situation governed by Section 10.3, any indemnification under Sections 10.1 or 10.2 (unless ordered by a court) shall be made by the

"Articles of Incorporation and Bylaws"

Summit Power Brokers

Company only as authorized in a specific case upon a determination that indemnification of the Member(s) is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Sections 10.1 or 10.2. Such determination shall be made by a majority vote of Member(s), or if such vote is unobtainable, by legal counsel (compensated by the Company) in a written opinion.

10.5 Advances of Expenses. Expenses of each person indemnified hereunder, which were incurred in defending against a civil, criminal, administrative or investigative action, suit or proceeding (including all appeals) or threat thereof, may be paid by the Company in advance of the final disposition of such action, suit or proceeding, if authorized by the Manager (whether disinterested or not) following receipt of a written promise by or on behalf of the Manager or Member(s) to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Company.

10.6 Nonexclusiveness. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law.

10.7 Purchase of Insurance. The Company may purchase and maintain insurance on behalf of any person who is a Member(s) of the Company, or who is or was serving at the request of the Company as a Manager, against any liability asserted against him or her and incurred by him in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of this Article or of the laws of the State of Ohio.

ARTICLE XI WAIVER OF APPRAISAL AND RIGHT OF PARTITION

11.1 Waiver of Appraisal.

The provision of Ohio Revised Code, Chapter 1779 (as now constituted or as hereafter amended or substituted), with respect to requiring an inventory and appraisal of the Company assets and the sale of a deceased Member(s)' Company Interests therein upon the death of a Member(s), are hereby waived and dispenses with, and the provisions of this Agreement shall govern the settlement of a deceased Member(s)' Company Interest in the assets of the Company.

11.2 Waiver of Right of Partition.

Each of the Member(s) hereby waives all right of partition of any Company property.

20

"Articles of Incorporation and Bylaws"

Summit Power Brokers

ARTICLE XII
REGISTRATION

12.1 Non-Public Distribution.

All Member(s) acknowledge that the Company Interests have not been registered under the Securities Act of 1933, as amended (the "Securities Act") in reliance upon the exemption of Section 4(2) of the Securities Act and Regulation D promulgated thereunder.

The Member(s) hereby covenant that they are acquiring their interest in the Company solely for investment purposes and not with a view to the distribution or resale thereof.

No Company Interest may be offered or sold and no transfer of such interest will be made in violation of the terms of this Agreement.

ARTICLE XIII
MISCELLANEOUS

13.1 Governing Law.

The Company and this Agreement shall be governed by, and construed in accordance with the laws of the State of Ohio.

13.2 Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to any other counterpart.

13.3 Agreement for Further Execution.

At any time or times upon the reasonable request of the Manager, the Member(s) agree to sign, swear to, or acknowledge the Certificate required by Section 1782.08 of the Ohio Revised Code, to sign, swear to or acknowledge any amendment to or cancellation of such Certificate whenever such amendment or cancellation is required by law, to sign, swear to, or acknowledge similar certificates or affidavits or certificates of fictitious firm name, trade name or the like (and any amendments or cancellations thereof) required by the laws of Ohio, or any other jurisdiction in which the Company does, or proposes to do business, and cause the filing of any of the same for record wherever such filing shall be required by law. This Section 13.3 shall not prejudice or affect the rights of the Member(s) to approve certain amendments to the Agreement pursuant to Section 13.11 hereof.

13.4 Entire Agreement.

This Agreement contains the entire understanding among the parties and supersedes any prior understanding and agreements between them respecting the within subject matter. There are no representatives, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

"Articles of Incorporation and Bylaws"

13.5 Severability. Summit Power Brokers

This Agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company does business. If any provisions of this Agreement or the application thereto to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

13.6 Notice.

Notices to Member(s) or to the Company shall be deemed to have been given when mailed, by prepaid registered or certified mail, addressed as set forth in this Agreement, or as set forth in any notice or change of address previously given in writing by the addressee to the addressor.

13.7 Caption.

Any paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context of this Agreement.

13.8 Number and Gender.

All of the terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require the same as if such words had been fully and properly written in such number and gender.

13.9 Binding Effect.

The parties hereto agree that the obligations entered into herein shall be valid and binding upon their respective heirs, representatives, successors, and lawful assigns.

13.10 Changes in Governing Rules and Regulations.

All references herein to the Code, or sections thereof, or to rules and regulations of the Department of the Treasury or of the Securities and Exchange Commission shall mean and include the Code, the Securities Act of 1933, the Securities and Exchange Act of 1934, sections thereof, and such rules and regulations as are now in effect, or as they may be subsequently amended, modified, substituted, or superseded.

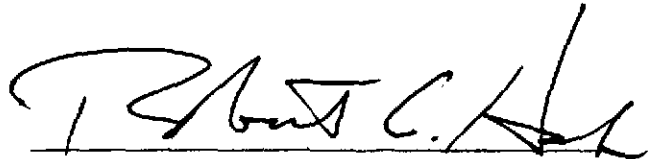
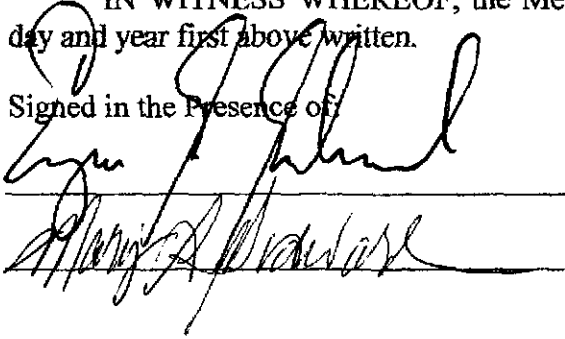
"Articles of Incorporation and Bylaws"

Summit Power Brokers

13.11 Amendments. This Operating Agreement may be amended, or a new operating agreement may be adopted, by the affirmative vote of all the Member(s).

IN WITNESS WHEREOF, the Member(s) hereto have executed this Agreement on the day and year first above written.

Signed in the Presence of:



ROBERT C. HAEHN

Exhibit A-15

“Secretary of State”

Summit Power Brokers

Secretary of State"

201203000962

Summit Power Brokers

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/31/2012	201203000962	ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO. (LCP)	125.00	.00	.00	.00	.00

Receipt

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

EUGENE G. GODWARD
135 PORTAGE TRL
CUYAHOGA FALLS, OH 44221

STATE OF OHIO

CERTIFICATE

Ohio Secretary of State, Jon Husted

2078238

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

SUMMIT POWER BROKERS, LLC

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

Document(s)

ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO.

Document No(s):

201203000962

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 24th day of January, A.D. 2012.

A handwritten signature in cursive script that reads "Jon Husted".

Ohio Secretary of State

25

"Secretary of State"

Jon Husted
Ohio Secretary

Summit Power Brokers

[Jon Husted & the Agency](#) | [Elections & Voting](#) | [Campaign Finance](#) | [Legislation & Ballot Issues](#) | [Businesses](#) | [Records](#) | [Media Center](#) | [Publications](#)**Business Services**[General Information](#) | [Business Search](#) | [UCC Search](#) | [Trade Mark / Service Mark Search](#) | [Prepayment Accounts](#) | [Help](#)Business Name
Business Name - Exact
Number Search
Agent/Contact Name
Prior Business Name
Church Name**Corporation Details**

Corporation Details		
Entity Number	2078238	
Business Name	SUMMIT POWER BROKERS, LLC	
Filing Type	DOMESTIC LIMITED LIABILITY COMPANY	
Status	Active	
Original Filing Date	01/24/2012	
Expiry Date		
Location:	County:	State:
Agent / Registrant Information		
ROBERT C. HAEHN 4110 BRIDGEWATER PARKWAY STE 201 STOW, OH 44224 Effective Date: 01/24/2012 Contact Status: Active		
Incorporator Information		
ROBERT C. HAEHN		
Filings		
Filing Type	Date of Filing	Document Number/Image
ARTICLES OF ORGNZTN/DOM. PROFIT LIM. LIAB. CO	01/24/2012	201203000962

[Return To Search Page](#)[Return To Search List](#)[Printer Friendly Report](#)

26

Exhibit B-1

“Jurisdictions of Operation”

Summit Power Brokers

Summit Power Brokers, LLC is not yet certified, licensed, or registered to provide electric services. Robert C. Haehn is authorized to provide retail electric service in all sixteen deregulated electricity states as an authorized agent for brokers and direct suppliers.

Exhibit B-2

"Experience and Plans"

Summit Power Brokers

Applicant Robert C. Haehn has sold electricity to business customers in Ohio since 2009. Mr. Haehn accepted a position as a Business Development Manager with Glacial Energy in October 2009. As a lifelong resident of Ohio, Robert Haehn was well positioned to work with business customers in his home state. In November 2010 Mr. Haehn became an independent agent with Glacial Energy and in late 2011 aligned himself with an energy broker and significantly expanded the product offering to his customers. Mr. Haehn will use a combination of cold calling and referrals to obtain and expand the customer base.

The applicant will receive income as an energy broker under the same structure income is received as an independent agent. Applicant will act as an energy broker and offer retail commercial customers electricity agreements on behalf of direct electricity suppliers. The broker compensation is paid by the direct supplier to the broker and that rate of compensation will be built into the rate of the energy agreement. For example, a retail customer uses 1,000,000 kilowatt hours per year and contracts with applicant and accepts a one year fixed rate agreement. Below is the breakdown of the agreement and payment:

1,000,000 kwh per year

.06 rate offered by direct supplier

.002 markup to broker

.062 rate agreement offered to retail customer

1,000,000 kwh per year

*.002 markup to broker

= \$2000 yearly commission to broker

Exhibit B-2

"Experience and Plans"

Summit Power Brokers

Applicant will act as a broker only in providing commercial customers with electricity procurement. The direct supplier is solely responsible for billing and receiving payment from commercial customer. The commercial customer contracts with the direct supplier through the energy broker and therefore pays direct supplier for agreed electricity. Applicant does not receive out of pocket compensation from commercial customer. Applicant does not bill or receive payment from commercial customer. The direct supplier pays applicant a monthly commission based on a predetermined rate per kilowatt hour multiplied by the actual kilowatt hours used by the commercial customer.

Applicant and direct suppliers that applicant contracts with are both subject to Commission rules pursuant to Section 4928.10 of the Revised Code. Applicant will review proposed electricity offers to ensure direct suppliers are compliant with minimum service requirements for competitive services ORC 4928.10.

If the PUCO requires applicant to make available a dedicated toll free complaint number or otherwise dedicated complaint number for Summit Power Brokers, LLC applicant will do so on the company website. Applicant will provide local customer assistance for customer complaints that can be made in writing by fax, mail or email. Applicant will send notification to one or more of the following within 3 business days of receiving customer complaint: PUCO, office of the consumers' counsel, attorneys general office. Applicant will make available complaint telephone numbers for the electric utility, electric services company as well as telephone numbers for state agencies including the commission, office of the consumers' counsel, and attorney general's office with the available hours. Applicant will make this information available on its website after receiving notification that application for Summit Power Brokers, LLC has been approved with the PUCO.

Applicant will abide by the procedures set forth in the energy agreement in the event of a customer complaint. This includes but is not limited to mediation, arbitration or otherwise acceptable remedy as set forth by PUCO, office of the consumers' counsel, and/or attorneys general office. In the event procedures were not set forth in the energy agreement or regulatory authority initiates an investigation applicant will adhere to the recommendation of the regulatory authority.

Exhibit B-3

“Summary of Experience”

Summit Power Brokers

Robert C. Haehn has assisted commercial customers in Ohio with their electricity procurement since 2009. The industries he has worked with include retail, auto, medical, grocery, restaurant, education, manufacturing, and medical. Most of his customers are in Northeast Ohio and with the following utilities: Ohio Edison, Cleveland Illuminating Company, Toledo Edison. He has done business with over 50 customers that represent over 30,000,000 kilowatt hours. He has not provided aggregation service or combined customers' electric load.

Exhibit B-4

“Disclosure of Liabilities and Investigations”

Summit Power Brokers

Applicant Robert C. Haehn has pending personal civil litigation regarding money with Citibank for \$29,449.90. Applicant denies claim and expects the matter to be resolved before the expected start date June 1, 2012. This pending litigation would have minimal financial or operational impact on applicants ability to provide energy services.

Exhibit B-5

"Disclosure of Consumer Protection Violations"

Summit Power Brokers

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

Applicant Robert C. Haehn has never been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws.

Exhibit B-6

"Disclosure of Certification Denial, Curtailment, Suspension, or Revocation"

Summit Power Brokers

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

Applicant Robert C. Haehn has never had any certification, license, or application to provide retail or wholesale electric service including aggregation service denied, curtailed, suspended, revoked, or cancelled.

Exhibit C-1

“Annual Reports”

Summit Power Brokers

Exhibit C-1 “Annual Reports” is not applicable to Summit Power Brokers. Summit Power Brokers is a new business wholly owned by Robert C. Haehn with an expected start date of June 1, 2012 and does not have annual reports. Summit Power Brokers is privately held and does not have shareholders.

Exhibit C-2

"SEC Filings"

Summit Power Brokers

Exhibit C-2 "SEC Filings" is not applicable to Summit Power Brokers. Summit Power Brokers is a new business wholly owned by Robert C. Haehn with an expected start date of June 1, 2012. Summit Power Brokers is privately held and not subject to "SEC Filings."

Exhibit C-3

"Financial Statements"

Summit Power Brokers

Summit Power Brokers is a new business wholly owned by Robert C. Haehn with an expected start date of June 1, 2012 and therefore does not have a history to provide financial statements. Summit Power Brokers will file audited or officer certified financial statements upon PUCO approval and one year of business history.

Exhibit C-4

“Financial Arrangements”

Summit Power Brokers

Summit Power Brokers will use Charter One Bank to conduct business transactions.

Date: 14 Feb 2012

Summit Power Brokers

To Whom It May Concern;

As requested by the customer indicated below, this letter confirms the following account information at Charter One Bank:

Account Title:

Summit Power Brokers, LLCRobert C. Hehn

Account Open Date:

3 Feb 2012

Account Type:

business checking

Current Available Balance:

575.00

Bank Customer's Signature: _____

This letter is intended merely to describe current account information and does not constitute a Charter One Bank guarantee.

Sincerely,

Name of Branch Colleague:

Barry Doughton

Branch Colleague Title:

Banker

Branch Location:

Kent Rd Stow, OHIO

Exhibit C-5

"Forecasted Financial Statements"

Summit Power Brokers

CONFIDENTIAL

Exhibit C-5
"Forecasted Financial Statements"
Summit Power Brokers

Prepared by:

Robert C. Haehn

4110 Bridgewater Pkwy Ste 201

Stow, Ohio 44224

Email: robert_haehn@ive.com

Phone: 330-277-1240

Education: Bachelor of Business Administration, Major: Finance, Kent State University May 2000

Master of Business Administration, Concentration: Finance, Kent State University May 2005

Summit Power Brokers will use Hill, Barth, and King for tax accounting.

Hill, Barth and King

7680 Market Street

Boardman, Ohio 44512

Mike Kapics

330-758-8613

Exhibit C-5
"Forecasted Financial Statements"
Summit Power Brokers

List of Assumptions

Financials are based on 36 million new kilowatt hour customers in year 1 and 48 million new Kilowatt hour customers in year 2

Commission rate is .0025 per kilowatt hour

Customer Retention Rate is 75% after year 1

Rolling Residual is defined as recurring commission received after the first month of service

10% Payroll Tax Rate

30% Tax Rate

Office payroll is based on 37.5 hour workweek at \$10.00 per hour

LLC may accept short term operational loans made available from owner Robert C. Haehn

Exhibit C-5
"Forecasted Financial Statements"
Summit Power Brokers

2 Year Forecasted Revenues in Kilowatt Hours

	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May
	1	2	3	4	5	6	7	8	9	10	11	12
New kwh sold (stated in yearly usage)	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Monthly Usage (New kwh sold/12)	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
rolling residual monthly kwh		250,000	500,000	750,000	1,000,000	1,250,000	1,500,000	1,750,000	2,000,000	2,250,000	2,500,000	2,750,000
total monthly kwh	250,000	500,000	750,000	1,000,000	1,250,000	1,500,000	1,750,000	2,000,000	2,250,000	2,500,000	2,750,000	3,000,000
monthly commission .0025 mils	\$625	\$1,250	\$1,875	\$2,500	\$3,125	\$3,750	\$4,375	\$5,000	\$5,625	\$6,250	\$6,875	\$7,500

	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May
	13	14	15	16	17	18	19	20	21	22	23	24
New kwh sold (yearly amount)	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000
New kwh sold broken down by month	333,333	333,333	333,333	333,333	333,333	333,333	333,333	333,333	333,333	333,333	333,333	333,333
residual monthly kwh	3,000,000	2,583,333	2,916,667	3,250,000	3,583,333	3,916,667	4,250,000	4,583,333	4,916,667	5,250,000	5,583,333	5,916,667
less lost monthly kwh @ 75% retention rate	750,000	645,833	729,167	812,500	895,833	979,167	1,062,500	1,145,833	1,229,167	1,312,500	1,395,833	1,479,167
rolling residual	2,250,000	1,937,500	2,187,500	2,437,500	2,687,500	2,937,500	3,187,500	3,437,500	3,687,500	3,937,500	4,187,500	4,437,500
total monthly kwh	2,583,333	2,916,667	3,250,000	3,583,333	3,916,667	4,250,000	4,583,333	4,916,667	5,250,000	5,583,333	5,916,667	6,250,000
monthly commission .0025 mils	\$6,458	\$7,292	\$8,125	\$8,958	\$9,792	\$10,625	\$11,458	\$12,292	\$13,125	\$13,958	\$14,792	\$15,625

Exhibit C-5
"Forecasted Financial Statements"
Summit Power Brokers

Cash Flow Statement

Cash Flow Projection Year 1	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	TOTALS	%s
	1	2	3	4	5	6	7	8	9	10	11	12		
CASH IN														
Beginning Cash Balance	\$575	\$285	\$520	\$1,192	\$2,301	\$3,848	\$5,833	\$6,255	\$7,114	\$8,411	\$10,146	\$12,318		
New Cash Injection for Working Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Cash Received from Operations														
Total Sales	\$625	\$1,250	\$1,875	\$2,500	\$3,125	\$3,750	\$4,375	\$5,000	\$5,625	\$6,250	\$6,875	\$7,500	\$48,750	
													\$0	
TOTAL CASH-IN	\$625	\$1,250	\$1,875	\$2,500	\$3,125	\$3,750	\$4,375	\$5,000	\$5,625	\$6,250	\$6,875	\$7,500	\$48,750	100.00%
CASH OUT														
Cost of Goods Sold													\$0	0.00%
(Purchases on Account)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Payment of Current Accounts Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Fixed (Equipment) Asset F	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Operating Expenses														
Advertising	300	300	300	300	300	300	300	300	300	300	300	300	3,600	7.38%
Dues and Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-	\$0	0.00%
Meals and Entertainment	75	75	75	75	75	75	75	75	75	75	75	75	900	1.85%
Office	375	375	375	375	375	375	375	375	375	375	375	375	4,500	9.23%
Payroll office	-	-	-	-	-	-	-	-	-	-	-	-	\$0	0.00%
Payroll Officers	-	-	-	-	-	-	2,000	2,000	2,000	2,000	2,000	2,000	12,000	24.62%
Payroll Taxes	-	-	-	-	-	-	-	-	-	-	-	-	\$0	0.00%
Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	\$0	0.00%
Rent	-	-	-	-	-	-	-	-	-	-	-	-	\$0	0.00%
Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	\$0	0.00%
Taxes		101	288	476	663	851	1,038	1,226	1,413	1,601	1,788	1,976	11,418	23.42%
Telephone	165	165	165	165	165	165	165	165	165	165	165	165	1,980	4.06%
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	\$0	0.00%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
TOTAL CASH-OUT	\$915	\$1,016	\$1,203	\$1,391	\$1,578	\$1,766	\$3,953	\$4,141	\$4,328	\$4,516	\$4,703	\$4,891	\$34,398	
Net Cash Flow	(\$290)	\$235	\$672	\$1,110	\$1,547	\$1,985	\$422	\$860	\$1,297	\$1,735	\$2,172	\$2,610	\$14,352	
Ending Cash Balance	\$285	\$520	\$1,192	\$2,301	\$3,848	\$5,833	\$6,255	\$7,114	\$8,411	\$10,146	\$12,318	\$14,927	\$14,927	

2/17

Exhibit C-5

"Forecasted Financial Statements"

Summit Power Brokers

Projected Income Statements

Sales	YEAR 1
Total Sales	\$48,750
Cost of Sales	\$0
Depreciation	-
Total Cost of Goods Sold	\$0
GROSS PROFIT MARGIN	\$48,750
Gross Profit %	100.00%
Operating Expenses	
Advertising	\$3,600
Dues and Subscriptions	\$0
Meals and Entertainment	\$900
Office	\$4,500
Payroll office	\$0
Payroll Officers	\$12,000
Payroll Taxes	\$0
Professional Fees	\$0
Rent	\$0
Repairs and Maintenance	\$0
Taxes	\$11,418
Telephone	\$1,980
Utilities	\$0
Interest	\$0
Other Income	\$0
0	\$0
Total Expenses	\$34,398
Net Profit	\$14,352
% of Sales	29.44%

Exhibit C-5
 "Forecasted Financial Statements"
 Summit Power Brokers

Balance Sheet Year 1

ASSETS

Current Assets

Cash	\$14,927
Accounts Receivable	\$0
Inventory	\$0
Other	\$0

Total Current Assets **\$14,927**

Long Terms / Fixed Assets

Land and Building	\$0
Furniture, Fixtures and Equipment	\$0
Less: Accumulated Depreciation	\$0
Other	\$0

Total Fixed Assets **\$0**

Intangible Assets

Patents / Trademarks / Copyrights	\$0
Goodwill	\$0

Total Intangible Assets **\$0**

TOTAL ASSETS **\$14,927**

LIABILITIES

Current Liabilities

Note Payable	\$0
Accounts Payable	\$0
Wages/Payroll Expenses/Commissions Payable	\$0
Current Long Term Debt	\$0
Other	\$0

Total Current Liabilities **\$0**

Long Term Liabilities

Long Term Debt	\$0
Other	\$0

Total Long Term Liabilities **\$0**

Total Liabilities **\$0**

OWNERS EQUITY

Owner's Equity \$14,927

Total Equity **\$14,927**

TOTAL LIABILITIES AND EQUITY **\$14,927**

Exhibit C-5
"Forecasted Financial Statements"

Summit Power Brokers

Cash Flow Statement

Cash Flow Projection Year 2	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	TOTALS	%s
	13	14	15	16	17	18	19	20	21	22	23	24		
CASH IN														
Beginning Cash Balance	\$14,927	\$15,598	\$16,852	\$18,690	\$18,760	\$19,250	\$20,322	\$21,478	\$23,217	\$25,540	\$28,445	\$31,935		
New Cash Injection for Working Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	
Cash Received from Operations														
Total Sales	\$6,458	\$7,292	\$8,125	\$8,958	\$9,792	\$10,625	\$11,458	\$12,292	\$13,125	\$13,958	\$14,792	\$15,625	\$132,500	
	-	-	-	-	-	-	-	-	-	-	-	-	\$0	
TOTAL CASH-IN	\$6,458	\$7,292	\$8,125	\$8,958	\$9,792	\$10,625	\$11,458	\$12,292	\$13,125	\$13,958	\$14,792	\$15,625	\$132,500	100.00%
CASH OUT														
Cost of Goods Sold	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
(Purchases on Account)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Payment of Current Accounts Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Fixed (Equipment) Asset	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
Operating Expenses														
Advertising	600	600	600	600	600	600	600	600	600	600	600	600	7,200	5.43%
Dues and Subscriptions	-	-	-	-	-	-	-	-	-	-	-	-	\$0	0.00%
Meals and Entertainment	175	175	175	175	175	175	175	175	175	175	175	175	2,100	1.58%
Office	575	575	575	575	575	575	575	575	575	575	575	575	6,900	5.21%
Payroll office	-	-	-	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	13,500	10.19%
Payroll Officers	2,500	2,500	2,500	2,500	2,500	2,500	3,000	3,000	3,000	3,000	3,000	3,000	33,000	24.91%
Payroll Taxes	-	-	-	200	200	200	200	200	200	200	200	200	1,800	1.36%
Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	\$0	0.00%
Rent	-	-	-	500	500	500	500	500	500	500	500	500	4,500	3.40%
Repairs and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	\$0	0.00%
Taxes	1,938	2,188	2,438	2,688	2,938	3,188	3,438	3,688	3,938	4,188	4,438	4,688	39,760	30.00%
Telephone	-	-	-	-	165	165	165	165	165	165	165	165	1,320	1.00%
Utilities	-	-	-	150	150	150	150	150	150	150	150	150	1,360	1.02%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%
TOTAL CASH-OUT	\$5,788	\$6,038	\$6,288	\$8,888	\$9,303	\$9,553	\$10,303	\$10,553	\$10,803	\$11,053	\$11,303	\$11,553	\$111,420	
Net Cash Flow	\$671	\$1,254	\$1,838	\$71	\$489	\$1,073	\$1,156	\$1,739	\$2,323	\$2,906	\$3,489	\$4,073	\$21,080	
Ending Cash Balance	\$15,598	\$16,852	\$18,690	\$18,760	\$19,250	\$20,322	\$21,478	\$23,217	\$25,540	\$28,445	\$31,935	\$36,007	\$36,007	

bh

Exhibit C-5
 "Forecasted Financial Statements"
 Summit Power Brokers

Balance Sheet Year 2

ASSETS

Current Assets

Cash	\$36,007
Accounts Receivable	\$0
Inventory	\$0
Other	\$0

Total Current Assets	\$36,007
-----------------------------	-----------------

Long Terms / Fixed Assets

Land and Building	\$0
Furniture, Fixtures and Equipment	\$0
Less: Accumulated Depreciation	\$0
Other	\$0

Total Fixed Assets	\$0
---------------------------	------------

Intangible Assets

Patents / Trademarks / Copyrights	\$0
Goodwill	\$0

Total Intangible Assets	\$0
--------------------------------	------------

TOTAL ASSETS	\$36,007
---------------------	-----------------

LIABILITIES

Current Liabilities

Note Payable	\$0
Accounts Payable	\$0
Wages/Payroll Expenses/Commissions Payable	\$0
Current Long Term Debt	\$0
Other	\$0

Total Current Liabilities	\$0
----------------------------------	------------

Long Term Liabilities

Long Term Debt	\$0
Other	\$0

Total Long Term Liabilities	\$0
------------------------------------	------------

Total Liabilities	\$0
--------------------------	------------

OWNERS EQUITY

Owner's Equity	\$36,007
----------------	----------

Total Equity	\$36,007
---------------------	-----------------

TOTAL LIABILITIES AND EQUITY	\$36,007
-------------------------------------	-----------------

Exhibit C-6
"Credit Rating"
Summit Power Brokers

Summit Power Brokers, LLC is a new business with an expected start date of June 1, 2012 and therefore does not yet have a credit rating.

Exhibit C-7
"Credit Report"
Summit Power Brokers

Summit Power Brokers, LLC is a new business with an expected start date of June 1, 2012 and therefore does not yet have a credit report.

Exhibit C-8

"Bankruptcy Information"

Summit Power Brokers

Summit Power Brokers, LLC does not have reorganizations, protection from creditors or any other form of bankruptcy filings to report. Summit Power Brokers does not have parent or *affiliate organizations*.

Exhibit C-9

"Merger Information"

Summit Power Brokers

Summit Power Brokers does not have dissolution, merger or acquisition activities to report.

Robert C. Hunt
Signature of Applicant & Title

Sworn and subscribed before me this 29 day of February, 2012
Month Year

Eugene G. Gudward
Signature of official administering oath

Eugene G. Gudward
Print Name and Title
Notary

My commission expires on None

Atty - No Expiration

STATE OF GEORGIA
COUNTY OF [illegible]
NOTARY PUBLIC
COMMISSION EXPIRES [illegible]
[illegible]

AFFIDAVIT

State of Ohio :

Alcon ss.
(Town)

County of Summit :

Robert C. Theibert Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the managing member (Office of Affiant) of Summit Power (Name of Applicant);
Brokers, LLC

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.

T. Grant C. Hall
Signature of Affiant & Title

Sworn and subscribed before me this 28 day of February, 2012
Month Year

Eugene G. Gadworal
Signature of official administering oath

Eugene G. Gadworal, Notary
Print Name and Title

My commission expires on NONE - A HY

~~NOTARY PUBLIC - STATE OF OHIO~~
~~My commission has no expiration date~~
~~Sec 14742.01~~