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15-0305-EL-AGG

February 10, 2015

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

PUCO

RECEIVED-DOCKETING DIV
2015 FEB 12 PM 2:27

Re: **Destination Energy, LLC**
Application for Registration (Aggregator/Power Broker)

To Whom It May Concern:

Enclosed please find the **Application for Registration (Aggregator/Power Broker)** that was completed for our client **Destination Energy, LLC**. Once the application has been processed, please forward evidence of approval to the mailing address on the application.

If there is any issue, or if you require any further information, please do not hesitate to contact me or my colleague, Anthony Rooney, at arooney@licenselogix.com or (800) 292-0909 x304.

Thank you,

Shayna Desai
LicenseLogix
140 Grand Street, Suite 300
White Plains, NY 10601
sdesai@licenselogix.com
(800) 292-0909 ex. 304

This is to certify that the images appearing are an accurate and complete reproduction of a data file document delivered in the regular course of business.
Technician AM Date Processed 2/12/15

140 Grand Street, Suite 300 | White Plains, NY 10601 | 800.292.0909 | www.licenselogix.com



The Public Utilities Commission of Ohio

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

15-305-EL-AGG

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.**

A. APPLICANT INFORMATION

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

Legal Name Destination Energy, LLC
Address 309 N Oak St, Roanoke, TX 76262
Telephone # 817-421-8870 Web site address (if any) N/A

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

Legal Name Destination Energy, LLC
Address 309 N Oak St, Roanoke, TX 76262
Telephone # 817-421-8870 Web site address (if any) N/A

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

Destination Energy, LLC

A-4 Contact person for regulatory or emergency matters

Name James Edward Troublefield III
Title Vice President

Business address 309 N Oak St, Roanoke, TX 76262
Telephone # 817-421-8870 Fax # 817-421-8895
E-mail address (if any) jim@destenergy.com

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

Name James Edward Troublefield III
Title Vice President
Business address 309 N Oak St, Roanoke, TX 76262
Telephone # 817-421-8870 Fax # 817-421-8895
E-mail address (if any) jim@destenergy.com

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

Customer Service address 309 N Oak St, Roanoke, TX 76262
Toll-free Telephone # 800-761-7359 Fax # 817-421-8895
E-mail address (if any) jim@destenergy.com

A-7 Applicant's federal employer identification number # 45-4983522

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

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

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

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

Upon Licensure

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED:

- A-11 **Exhibit A-11 "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-12 **Exhibit A-12 "Corporate Structure,"** provide a description of the applicant's corporate structure, 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 and companies that aggregate customers in North America.
- 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.

C-2 **Exhibit C-2 "SEC Filings,"** provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. 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.
- C-4 **Exhibit C-4 “Financial Arrangements,”** provide copies of the applicant's financial arrangements to conduct CRES as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.,).
- C-5 **Exhibit C-5 “Forecasted Financial Statements,”** provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant’s CRES operation, along with a list of assumptions, and the name, address, e-mail address, and telephone number of the preparer.
- 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.
- C-7 **Exhibit C-7 “Credit Report,”** provide a copy of the applicant’s credit report from Experion, Dun and Bradstreet or a similar organization.
- 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.

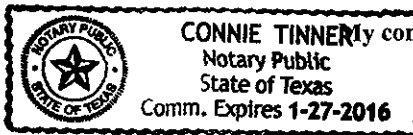
C-9 Exhibit C-9 "Merger Information," provide a statement describing any dissolution or merger or acquisition of the applicant within the five most recent years preceding the application.

 President
Signature of Applicant & Title

Sworn and subscribed before me this 9 day of Dec, 2014.
Month Year


Signature of official administering oath

Connie Tinner Banking Officer
Print Name and Title



My commission expires on 1-27-16.

AFFIDAVIT

State of Texas :

____ ss.
(Town)

County of Tarrant :

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

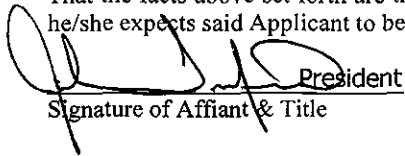
He/She is the President (Office of Affiant) of Destination Energy, LLC (Name of Applicant);

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

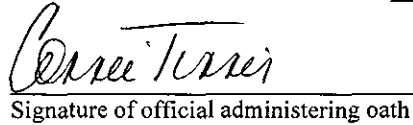
1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
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 of Affiant & Title

Sworn and subscribed before me this 9 day of Dec, 2014
Month Year


Signature of official administering oath

Connie Tinner Banking Officer
Print Name and Title

My commission expires on 1-27-16

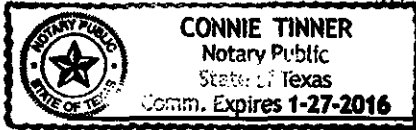


Exhibit A-11 "Principal Officers, Directors & Partners"

John Andrew Troublefield, President
405 Eventide Way, Colleyville, TX 76034
(214) 287-8026

James Edward Troublefield III, Vice President
3111 Wyndham Ln, Richardson, TX 75082
(972) 740-8243

Peggy Denise Troublefield, Vice President
405 Eventide Way, Colleyville, TX 76034
(214) 287-8023

Exhibit A-12 "Corporate Structure"

Destination Energy, LLC is owned by John Andrew Troublefield (45%), James Edward Troublefield III (50%), and Peggy Denise Troublefield (5%).

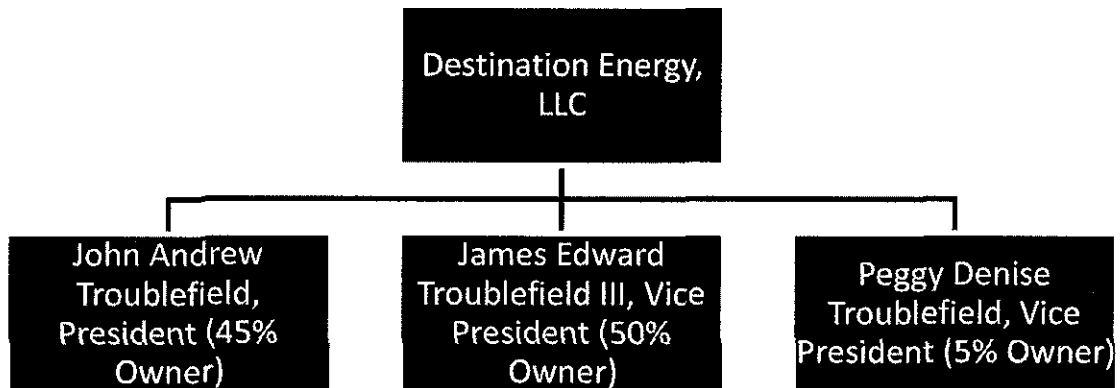


Exhibit A-13 "Company History"

Destination Energy, LLC was organized in Texas on April 5, 2012. We are a broker of electricity and natural gas for retail end-users. We provide energy consulting, procurement, tariff

analysis, and general back room services to energy service providers. We are currently licensed in Illinois, Maryland (Electric), New Jersey, and Pennsylvania (Electric).

Exhibit A-14 "Articles of Incorporation and Bylaws"

Destination Energy, LLC is a Limited Liability Company. The Articles of Organization and Operating Agreement are attached.

Exhibit A-15 "Secretary of State"

Evidence that Destination Energy, LLC has registered with the Ohio Secretary of State is attached.

Exhibit B-1 "Jurisdictions of Operation"

Applicant is currently licensed in Illinois, Maryland (Electric), New Jersey, and Pennsylvania (Electric).

Exhibit B-2 "Experience & Plans"

Background of each owner/officer is below:

John Troublefield began working with commercial and industrial energy end-users in 1990. He began as a sales representative for AmGas, Inc., one of the first natural gas marketing companies to provide third-party supply in Illinois. In 1992, John became a regional manager and was instrumental in expanding the company into Ohio. By 1995, John was responsible for 23 sales reps providing natural gas to customers on 10 local distribution companies in 3 states.

As additional states began to deregulate, it became clear that businesses with a national presence would need assistance in navigating the different rules and regulations in various states and market areas. John left AmGas in 1996 and started Energy Related Services Corporation "ERS", providing consulting, procurement, and data management services to national corporations. Today, ERS services a wide variety of companies, including Trump Entertainment Resorts, Golden Nugget Casinos, Geo Group, and Landry's, Inc.

In 2011, John recognized a need to start an energy brokering company in order to service businesses with a smaller footprint. In April 2012, Destination Energy, LLC was created. Destination Energy currently services several customers in Texas. Customer demand has DE now looking to expand its services to additional markets.

James Troublefield joined AmGas, Inc. in September 1987. AmGas, a privately held company, was engaged in the marketing and management of natural gas requirements of commercial and Industrial class customers in Illinois. Responsibilities included in-depth tariff analysis, creation of detailed costs analysis of delivery options, customer acquisition, designing marketing materials, contract negotiation, problem resolution and the monitoring of daily consumption and deliveries.

In January 1991 Jim became a Regional Director at AmGas, Inc. New duties included the hiring, training and management of a six person in-house sales team. The in-house sales team achieved record sales for AmGas while maintaining the lowest overhead of all AmGas sales teams.

In 1994 AmGas was purchased by a large Midwestern Utility Company. Jim's duties included the integration of two sales teams with different cultures, while increasing market share, setting growth goals, tracking progress and migrating into new markets. Jim was also a member of the Executive Board at AmGas overseeing the overall growth and direction of the company. Jim oversaw the coordination of activities of forty-five sales people and two managers, meeting company objectives for growth and profitability.

In 1996, Jim, along with 2 co-workers started Energy Related Services Corporation, providing energy consulting, procurement, and data management services to national corporations. Today, ERS services a wide variety of commercial and industrial accounts throughout the United States.

In April 2012, Destination Energy, LLC was created. Destination Energy currently services customers in Texas. Customer demand has DE is now looking to expand its services to additional markets.

Peggy Troublefield was first introduced to the deregulated utility industry when she joined the Operations Department of AmGas, Inc. in 1988. Peggy's primary responsibilities included the daily gas nominations and balancing for the portfolio of Illinois clients. In 1991, she took that knowledge and moved into the sales department. Peggy's experience in the operations side paid off as she was able to quickly learn new tariffs and obtain clients in Illinois, Iowa and Ohio.

In 1996, she left AmGas to pursue a new venture. New gas market opportunities were opening up nation-wide and Peggy, along two of her co-workers, saw a need in the marketplace and Energy Related Services Corporation (ERS) was born. Specializing in the deregulated industry, ERS got busy learning the tariffs for a variety of utilities from California to New York. They quickly earned the business of commercial accounts with multi-state locations.

Today, ERS maintains its reputation as a leader in the deregulated gas and electric markets. A sister company, Destination Energy, is now offering similar services to smaller commercial accounts who want to achieve budget and cost control. Peggy is

looking forward to expanding Destination Energy into new markets and growing the client base.

Exhibit B-3 “Summary of Experience”

See Exhibit B-2.

Exhibit B-4 “Disclosure of Liabilities and Investigations”

None

Exhibit C-1 “Annual Report”

N/A (applicant is a limited liability company)

Exhibit C-2 “SEC Filings”

N/A (applicant is a privately-held limited liability company)

Exhibit C-3 “Financial Statements”

Financial Statements are attached.

Exhibit C-4 “Financial Arrangements”

N/A

Exhibit C-5 “Forecasted Financial Statements”

Forecasted Financial Statements are attached.

Exhibit C-6 “Credit Rating”

See attached statement regarding applicant’s inability to obtain a credit rating.

Exhibit C-7 “Credit Report”

Credit Report is attached.

Exhibit C-8 "Bankruptcy Information"

None

Exhibit C-9 "Merger Information"

None

Exhibit A-14 "Articles of Incorporation and Bylaws"

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

April 05, 2012

Attn: Legalzoom.com, Inc.

Legalzoom.com, Inc.
101 N. Brand Blvd, 10th Floor
Glendale, CA 91203 USA

RE: Destination Energy, LLC
File Number: 801577185

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Clarissa Rodriguez

Fax: (512) 463-5709
TID: 10285

Dial: 7-1-1 for Relay Services
Document: 416098260002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Destination Energy, LLC
File Number: 801577185

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

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

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/05/2012

Effective: 04/05/2012



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 801577185 04/05/2012
Document #: 416098260002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

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

Destination Energy, LLC

Article 2 - Registered Agent and Registered Office

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

OR

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

Name:

John Troublefield

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

Street Address:

309 N. Oak Street Roanoke TX 76262

Consent of Registered Agent

☒ A. A copy of the consent of registered agent is attached. **503063154.pdf**

OR

☐ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **John Troublefield**

Title: **Manager**

Address: **309 N. Oak Street Roanoke TX, USA 76262**

Article 4 - Purpose

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

Supplemental Provisions / Information

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

Organizer

The name and address of the organizer are set forth below.

Miranda Wideman **101 N. Brand Blvd., 11th Floor, Glendale, CA 91203**

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

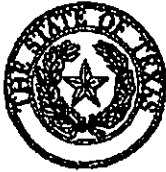
The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned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

Miranda Wideman

Signature of Organizer


FILING OFFICE COPY

Form 401-A
(Revised 12/09)



**Acceptance of Appointment
and
Consent to Serve as Registered Agent
§5.201(b) Business Organizations Code**

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

<u>Acceptance of Appointment and Consent to Serve as Registered Agent</u>		
I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for Destination Energy, LLC		
<i>Name of represented entity</i>		
I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.		
X:  <i>Signature of registered agent</i>	John Troublefield <i>Printed name of registered agent</i>	03 28 2012 <i>Date (mm/dd/yyyy)</i>

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

<u>Acceptance of Appointment and Consent to Serve as Registered Agent</u>		
I am authorized to act on behalf of _____ <i>Name of organization designated as registered agent</i>		
The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:		
<i>Name of represented entity</i>		
The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.		
X: _____ <i>Signature of person authorized to act on behalf of organization</i>	_____ <i>Printed name of authorized person</i>	_____ <i>Date (mm/dd/yyyy)</i>

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



John Steen
Secretary of State

Office of the Secretary of State
Packing Slip

October 25, 2013

Page 1 of 1

John Troublefield
309 N. Oak Street
Roanoke, TX 76262

Batch Number: **51080643**
Client ID: **452185398**

Batch Date: **10-22-2013**
Return Method: **Mail**

Rejected Document Number

Document Type

510806430001

Legal entity filing document

Total Amount Charged to Client Account: \$0.00

(Applies to documents or orders where Client Account is the payment method)

Note to Customers Paying by Client Account: This is not a bill. Payments to your client account should be based on the monthly statement and not this packing slip. Amounts credited to your client account may be refunded upon request. Refunds (if applicable) will be processed within 10 business days.

User ID: LBOOTS

Come visit us on the Internet @ <http://www.sos.state.tx.us/>

Phone: (512) 463-5555

FAX: (512) 463-5709

Dial: 7-1-1 for Relay Services



Office of the Secretary of State

October 25, 2013

John Troublefield
309 N. Oak Street
Roanoke, TX 76262 USA

Batch Number: 51080643

Document Number: 510806430001

Re: Destination Energy, LLC
File Number: 801577185
Certificate of Amendment

This office has received and reviewed the above referenced document. The review reveals the following objections to the filing of the document. The document and any checks submitted in payment of statutory fees are returned to you for correction and resubmission. If payment of fees were to be charged to a credit card, LegalEase®, or a SOS client account, the account has not been charged.

1. We are unable to process your filing for the following reason(s):

We did not receive credit card information.

PLEASE RE-FAX THE DOCUMENTS IN THEIR ENTIRETY ALONG WITH A COMPLETED CREDIT CARD PAYMENT FORM (FORM 807). Form 807 is available from our website (www.sos.state.tx.us). For security reasons we do not retain your credit card information.

Sincerely,

Lynda Boots
Corporations Section
Business & Public Filings Division
512-463-5583

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: LBOOTS

Fax: (512) 463-5709
TID: 10004

Dial: 7-1-1 for Relay Services
Document: 510806430001

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

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



This space reserved for office use.

Certificate of Amendment**Entity Information**

The name of the filing entity is:

DESTINATION ENERGY, LLC

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

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

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

The file number issued to the filing entity by the secretary of state is: 0801577185The date of formation of the entity is: 04/05/2012**Amendments****1. Amended Name**

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

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

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

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

2. Amended Registered Agent/Registered Office

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

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

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

OR

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

First Name	M.I.	Last Name	Suffix
------------	------	-----------	--------

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

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

Street Address (No P.O. Box)	City	State	Zip Code
		TX	

3. Other Added, Altered, or Deleted Provisions

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

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

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

Governing Person #2

James E Troublefield

309 North Oak Street

Roanoke, TX 76262-6614

Governing Person #3

Peggy D Troublefield

309 North Oak Street

Roanoke, TX 76262-6614

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

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

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

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

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

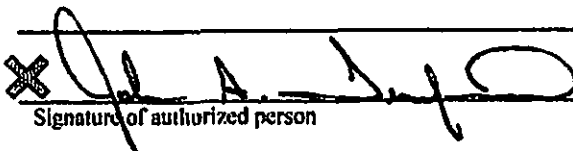
The following event or fact will cause the document to take effect in the manner described below:

Execution

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

Date: ☒ 10/22/2013

By: _____

☒ 
Signature of authorized person

John A Troublefield

Printed or typed name of authorized person (see instructions)

Destination Energy, LLC

Company Agreement

A. THIS COMPANY AGREEMENT of Destination Energy, LLC (the "Company") is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).

B. The Members have formed a limited liability company under the Texas Business Organizations Code. The certificate of formation of the Company filed with the Texas Secretary of State is hereby adopted and approved by the Members.

C. The Members enter into this agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

ARTICLE 1: DEFINITIONS

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the Texas Business Organizations Code.

"Capital Contribution" means the amount of cash, property or services contributed to the Company.

"Company" means Destination Energy, LLC, a Texas limited liability company.

"Member" means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

"Membership Interests" means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A.

"Percentage Interest" means a percent ownership in the Company entitling the holder to an economic and voting interest in the Company.

"Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Unit" means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.

ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions and Membership Interests. The Capital Contributions of the initial Members, as well as the Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.

2.2 Subsequent Contributions. No Member shall be obligated to make additional capital contributions unless unanimously agreed by all the Members.

2.3 Capital Accounts. Individual capital accounts may be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of profits, (2) decreased by that Member's share of losses and company expenses, (3) decreased by that Member's distributions and (4) adjusted as required in accordance with applicable tax laws.

2.4 Interest. No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.

2.5 Limited Liability. A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 Allocations. The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to relative Membership Interests held by each Member.

3.2 Distributions. The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Interests. The timing and amount of distributions shall be determined by the Managers in accordance with Texas law.

ARTICLE 4: MANAGEMENT

4.1 Management. The business of the Company shall be managed by one or more Managers. The Members initially nominate and elect the person(s) set forth in Exhibit B to serve as Manager(s) of the Company. Managers shall serve at the pleasure of the Members and may be elected or removed by Members holding a majority of the Membership Interests. The number of Managers may be changed from time to time by Members holding a majority of the Membership Interests. Exhibit B shall be amended from time to time to reflect any changes in Managers. In the event of a dispute between Managers, final determination shall be made by a vote of the majority of the Managers. Any Manager may bind the Company in all matters in the ordinary

course of business.

4.2 Meetings of Managers. Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference telephone or by any other means permitted under Texas law. In addition, actions may be taken without a meeting if the Managers having not fewer than the minimum number of votes that would be necessary to take the action at a meeting at which all Managers entitled to vote on the action were present and voted, sign a written consent reflecting the action taken.

4.3 Banking. The Managers are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

4.4 Officers. The Managers are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Managers. The current officers of the Company are listed on Exhibit C.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 Accounts. Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying on reasonable notice by any Member, Manager or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member or Manager. The costs of such inspection and copying shall be borne by the Member or Manager.

5.2 Records. At all times during the term of existence of the Company, and beyond that term if the Managers deems it necessary, the Managers shall keep or cause to be kept the following:

(a) A current list of the full name and last known business or residence address of each Member and Manager, together with the date each Member became a Member, his or her Capital Contribution, the amount and terms of any future Capital Contribution agreed upon by such Member, and the Membership Interest of each Member;

(b) A copy of the certificate of formation of the Company as may be amended from time to time ("Certificate of Formation") and any amendments;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years; and

(d) An original executed copy or counterparts of this agreement and any amendments.

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

5.4 Tax Matters Member. John Andrew Troublefield shall act as tax matters member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

ARTICLE 6: MEMBERSHIP--MEETINGS, VOTING

6.1 Members and Voting Rights. Members shall have the right and power to vote on all matters with respect to which this agreement or Texas law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement, the certificate of formation or under the Texas Business Organizations Code (where a greater voting requirement may be needed), the vote of the Members holding a majority of the Membership Interests at a meeting of Members at which a quorum is present shall be required to approve or carry an action. A quorum shall consist of Members holding a majority of the Membership Interests.

6.2 Meetings. Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Notice shall be given not less than 10 days nor more than 60 days before the date of any meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting in writing, orally, or by attendance.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by Texas law, including by conference telephone or similar communications equipment. In addition, any action which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be taken, is signed by the Members having not fewer than the minimum number of votes that would be necessary to take the action at a meeting at which all Members entitled to vote on the action were present and voted.

6.3 Greater Voting Requirement. The affirmative vote, approval, or consent of a majority of all the Membership Interests is required to:

(a) change the status of the Company from one in which management is reserved to the Members to one in which management is vested in one or more Managers, or vice

versa;

(b) issue any additional Membership Interests in the limited liability company subsequent to the issuance of Membership Interests to the initial Members of the Company;

(c) approve any merger, consolidation, conversion, share or interest exchange, or other transaction authorized by or subject to the provisions of Chapter Ten of the Texas Business Organizations Code;

(d) voluntarily cause the wind up of the Company;

(e) authorize any transaction, agreement, or action on behalf of the Company that is unrelated to its purpose as set forth in Certificate of Formation, if any such purpose is specified or that otherwise contravenes this agreement; or

(f) authorize any act that would make it impossible to carry on the ordinary business of the Company.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 Withdrawal. A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member which withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.

7.2 Restrictions on Transfer. A Member shall not transfer any Membership Interests, whether now owned or later acquired, unless all of the Members consent to such transfer. A person which acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Company Agreement by executing a consent in the form of Exhibit D.

ARTICLE 8: DISSOLUTION AND WINDING UP

8.1 Winding Up. The Company shall be wound up only upon the first to occur of the following events:

(a) The vote of Members holding a majority of the outstanding Membership Interests to dissolve the Company.

(b) Entry of a decree of judicial order to wind up the Company under Chapter 11 of the Texas Business Organizations Code.

(c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

8.2 No automatic dissolution upon certain events. Neither the death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a 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 that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

"Proceeding," as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

9.2 Expenses. Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members or Managers, as the case may be, who are not seeking indemnification upon receipt of an undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

"Expenses," as used in this section, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this section.

ARTICLE 10: GENERAL PROVISIONS

10.1 Entire Agreement; Amendment. This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members.

10.2 Governing Law; Severability. This agreement shall be construed and enforced in accordance with the internal laws of the State of Texas. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.

10.3 Benefit. This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.4 Number and Gender. Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

10.5 No Third Party Beneficiary. This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Company Agreement as of the date below.

Dated: 4/13/2012


John Andrew Troublefield

EXHIBIT A

MEMBERS

The Company accepts the contribution of all of the assets and business of, and assumes all of the liability of, John Troublefield dba Destination Energy, a sole proprietorship. In exchange therefor, the Company shall issue Membership Interests to the persons named below, the former owners of John Troublefield dba Destination Energy, in proportion to their former ownership. The value of the contributed assets is deemed to be \$200.00.

<u>Name</u>	<u>Percentage Ownership</u>
John Andrew Troublefield	100%



[Taxable Entity Search Results](#)
[Taxable Entity Search](#)

Officers and Directors

DESTINATION ENERGY, LLC
 Report Year: 2013

[Return to: Taxable Entity Search Results](#)

Officer and director information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

You may order a copy of a Public Information Report from open.records@cpa.state.tx.us or Comptroller of Public Accounts, Open Government Division, PO Box 13528, Austin, Texas 78711.

Home and Address

MEMBER	JAMES E TROUBLEFIELD 309 NORTH OAK STREET ROANOKE, TX 76262
MEMBER	JOHN A TROUBLEFIELD 309 NORTH OAK STREET ROANOKE, TX 76262
MEMBER	PEGGY L TROUBLEFIELD 309 NORTH OAK STREET ROANOKE, TX 76262

[texas.gov](#) | [Statewide Search from the Texas State Library](#) | [State Link Policy](#) | [Texas Homeland Security](#)

Susan Combs, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)
[Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#) | [Compact with Texans](#)

EXHIBIT B

MANAGERS

The following person(s) are elected as Manager(s) of the Company:

John Andrew Troublefield

EXHIBIT C


OFFICERS

The following person(s) are elected as officers of the Company:

<u>Name of Officer</u>	<u>Title</u>
Peggy Troublefield	Vice President
Jim Troublefield	Co-Vice President
John Andrew Troublefield	President

NEW MEMBER'S CONSENT

The undersigned agrees to be bound as a Member by the terms of the Company Agreement of Destination Energy, LLC as if the undersigned was a signatory thereof.


(Signature)

Name: JOHN ANDREW TROUBLEFIELD

Date: 4/13/2012

EXHIBIT D

NEW MEMBER'S CONSENT

The undersigned agrees to be bound as a Member by the terms of the Company Agreement of Destination Energy, LLC as if the undersigned was a signatory thereof.

Peggy Trumblefield
(Signature)

Name: Peggy Trumblefield

Date: 12-21-12

NEW MEMBER'S CONSENT

The undersigned agrees to be bound as a Member by the terms of the Company Agreement of Destination Energy, LLC as if the undersigned was a signatory thereof.


(Signature)

Name: JAMES EDWARD TROUBLEFIELD

Date: 12/21/12



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/14/2014	201419201538	REG. OF FOR. PROFIT LIM. LIAB. CO. (LFP)	125.00	0.00	0.00	0.00	0.00

Receipt

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

QT CORPORATION SYSTEM
JAMES H TANKS III
4400 EASTON COMMONS WAY, SUITE 125
COLUMBUS, OH 43219

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted
2310061

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

DESTINATION ENERGY, LLC

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

Document(s)

REG. OF FOR. PROFIT LIM. LIAB. CO.

Effective Date: 07/10/2014

Document No(s):

201419201538

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
14th day of July, A.D. 2014.

Ohio Secretary of State



Form 533B Prescribed by:
Ohio Secretary of State

JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing (Two-business day processing
time requires an additional \$100.00).
P.O. Box 1390
Columbus, OH 43216

Registration of a Foreign Limited Liability Company

Filing Fee: \$125

CHECK ONLY ONE (1) BOX

(1) ☒ Registration of a Foreign For-Profit Limited
Liability Company
(106-LFA)
ORC 1705

Jurisdiction of Formation

Date of Formation

(2) ☐ Registration of a Foreign Nonprofit
Limited Liability Company
(106-LFA)
ORC 1705

Jurisdiction of Formation

Date of Formation

Name of Limited Liability Company in its jurisdiction of formation

Name under which the foreign limited liability company desires to transact business in Ohio (if different from its name in its jurisdiction of formation) is:

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

The address to which interested persons may direct requests for copies of the limited liability company's operating agreement, bylaws, or other charter documents of the company is:

Name

Mailing Address

City

State

ZIP Code

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

National Registered Agents, Inc.

Name

1300 East 9th Street

Mailing Address

Cleveland

City

Ohio

State

44114

ZIP Code

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if:

- a. an agent is not appointed, or
- b. an agent is appointed but the authority of that agent has been revoked, or
- c. the agent cannot be found or served after the exercise of reasonable diligence.

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

Must be signed by an authorized representative.

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

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

Jim Troublefield 7/9/14
Signature

By (if applicable)

Jim Troublefield, Member

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Exhibit C-3 "Financial Statements"


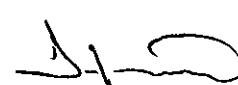
1:08 PM

01/20/15

Accrual Basis

Destination Energy LLC Profit & Loss January through December 2013

	Jan - Dec 13
Ordinary Income/Expense	
Income	
Commission Income	117,700.35
Total Income	117,700.35
Gross Profit	117,700.35
Expense	
Contractor Commissions	26,700.88
Dues and Subscriptions	1,642.00
Postage and Delivery	29.34
Professional Fees	10,516.61
Total Expense	38,888.83
Net Ordinary Income	78,811.52
Other Income/Expense	
Other Expense	
Guaranteed Payments	
Jim Troublefield	17,500.00
John Troublefield	6,000.00
Peggy Troublefield	11,500.00
Total Guaranteed Payments	35,000.00
Total Other Expense	35,000.00
Net Other Income	-35,000.00
Net Income	43,811.52

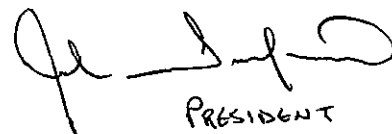
 
PRESIDENT

1/21/15

1:10 PM
01/20/15
Accrual Basis

Destination Energy LLC
Balance Sheet
As of December 31, 2013

	Dec 31, 13
ASSETS	
Current Assets	
Checking/Savings	
Legacy Texas Bank	9,701.70
Total Checking/Savings	9,701.70
Total Current Assets	9,701.70
TOTAL ASSETS	9,701.70
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Org Costs Payable - John	672.10
Total Other Current Liabilities	672.10
Total Current Liabilities	672.10
Total Liabilities	672.10
Equity	
Jim Troublefield - Capital	
Jim Troublefield Draws	-17,500.00
Jim Troublefield - Capital - Other	109.04
Total Jim Troublefield - Capital	-17,390.96
John Troublefield - Capital	
John Troublefield - Draws	-6,000.00
John Troublefield - Capital - Other	98.14
Total John Troublefield - Capital	-5,901.86
Peggy Troublefield - Capital	
Peggy Troublefield - Draws	-11,500.00
Peggy Troublefield - Capital - Other	10.90
Total Peggy Troublefield - Capital	-11,489.10
Net Income	43,811.52
Total Equity	9,029.60
TOTAL LIABILITIES & EQUITY	9,701.70

 1/21/15
PRESIDENT

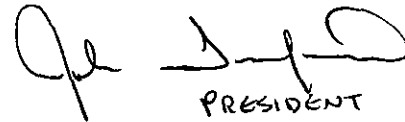
12:37 PM

01/07/15

Accrual Basis

Destination Energy LLC
Profit & Loss
January through December 2014

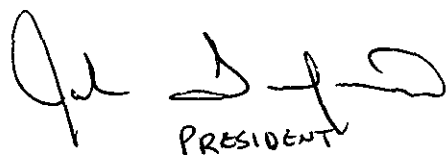
	<u>Jan - Dec 14</u>
Ordinary Income/Expense	
Income	
Commission Income	188,868.94
Consulting Income	<u>1,859.56</u>
Total Income	<u>190,728.50</u>
Gross Profit	190,728.50
Expense	
Bank Service Charges	33.00
Commissions	6,347.60
Contractor Commissions	71,351.28
Dues and Subscriptions	1,400.00
Professional Fees	<u>7,609.66</u>
Total Expense	<u>86,741.54</u>
Net Ordinary Income	<u>103,986.96</u>
Net Income	<u><u>103,986.96</u></u>

 1/21/15
PRESIDENT

12:40 PM
01/07/15
Accrual Basis

Destination Energy LLC
Balance Sheet
As of December 31, 2014

	Dec 31, 14
ASSETS	
Current Assets	
Checking/Savings	
Legacy Texas Bank	188.66
Total Checking/Savings	188.66
Total Current Assets	188.66
TOTAL ASSETS	188.66
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Org Costs Payable - John	672.10
Total Other Current Liabilities	672.10
Total Current Liabilities	672.10
Total Liabilities	672.10
Equity	
Jim Troublefield - Capital	
Jim Troublefield Draws	-56,450.00
Jim Troublefield - Capital - Other	4,514.80
Total Jim Troublefield - Capital	-51,935.20
John Troublefield - Capital	
John Troublefield - Draws	-57,050.00
John Troublefield - Capital - Other	13,813.32
Total John Troublefield - Capital	-43,236.68
Peggy Troublefield - Capital	-9,298.52
Net Income	103,986.96
Total Equity	-483.44
TOTAL LIABILITIES & EQUITY	188.66

 1/21/15
PRESIDENT

Destination Energy LLC
2015-2016 Projections

1/21/15

Exhibit C-6 "Credit Rating"

RE: Application for Ohio Electric Brokers License
Wednesday, January 21, 2015

Destination Energy, LLC was unable to obtain a statement disclosing credit rate from any of the listed organizations. Destination Energy, LLC does not own any assets, hold a mortgage, or have any loans or notes to which we are making payments. As a result there is no financial information other than the P&Ls available.

 1/21/15

Jim Troublefield
VP, Destination Energy, LLC

Exhibit C-7 "Credit Report"

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Report

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For help reading this report, please review our sample report.

Search Inquiry: Destination Energy, Llc / Roanoke / TX / (My company)

BizVerifySM Report

as of: 01/13/15 13:11 ET

Destination Energy, LLC

Address: 309 N Oak St
Roanoke, TX 76262-6614
United States

Experian BIN: 959081954

Key Personnel: John A Troublefield
Experian File Established: May 2012
Experian Years on File: 3 Years
Years in Business: More than 3 Years

UCC Filings: 0

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

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

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