

FILE

Ohio

Public Utilities
Commission

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Date Received	Case Number	Certification Number
15	1869- GA-AGG	

67

CERTIFICATION APPLICATION

COMPETITIVE RETAIL NATURAL GAS BROKERS /AGGREGATORS

Please type or print all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit A-16 - Company History*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, Ohio 43215-3793.

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

SECTION A - APPLICANT INFORMATION AND SERVICES

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

☐ Retail Natural Gas Aggregator ☒ Retail Natural Gas Broker

A-2 Applicant information:

Legal Name Global Energy Services, LLC
 Address 7697 Innovation Way, Suite 200, Mason, OH 45040
 Telephone No. 513-701-0387 Web site Address www.globalmc2.com

A-3 Applicant information under which applicant will do business in Ohio:

Name Global Energy Services, LLC
 Address 7697 Innovation Way, Suite 200, Mason, OH 45040
 Web site Address www.globalmc2.com Telephone No. 513-701-0387

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

Global Energy Services, LLC

A-5 Contact person for regulatory or emergency matters:

Name Shyla Gardner Title Business Manager
 Business Address 7697 Innovation Way, Suite 200, Mason, OH 45040
 Telephone No. 513-701-0387 Fax No. 513-701-0382 Email Address sgardner@globalmc2.com

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 SMO Date Processed NOV 05 2015

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

Name Shyla Gardner Title Business Manager
Business address 7697 Innovation Way, Suite 200, Mason, Ohio 45040
Telephone No. 513-701-0387 Fax No. 513-701-0382 Email Address sgardner@globalmc2.com

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

Customer service address 7697 Innovation Way, Suite 200, Mason, Ohio 45040
Toll-Free Telephone No. 513-701-0387 Fax No. 513-701-0382 Email Address sgardner@globalmc2.com

A-8 Provide "Proof of an Ohio Office and Employee," in accordance with Section 4929.22 of the Ohio Revised Code, by listing name, Ohio office address, telephone number, and Web site address of the designated Ohio Employee

Name Shyla Gardner Title Business Manager
Business address 7697 Innovation Way, Suite 200, Mason, Ohio 45040
Telephone No. 513-701-0387 Fax No. 513-701-0382 Email Address sgardner@globalmc2.com

A-9 Applicant's federal employer identification number 412218787

A-10 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-11 (Check all that apply) Identify each natural gas company service area in which the applicant is currently providing service or intends to provide service, including identification of each customer class that the applicant is currently serving or intends to serve, for example: *residential, small commercial, and/or large commercial/industrial (mercantile) customers*. (A mercantile customer, as defined in Section 4929.01(L)(1) of the Ohio Revised Code, means a customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, "Mercantile customer" excludes a not-for-profit customer that consumes, other than for residential use, more than 500,000 cubic feet of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside this state that has filed the necessary declaration with the Public Utilities Commission.)

<input checked="" type="checkbox"/> Columbia Gas of Ohio	<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Dominion East Ohio	<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Duke Energy Ohio	<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial
<input checked="" type="checkbox"/> Vectren Energy Delivery of Ohio	<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Small Commercial	<input checked="" type="checkbox"/> Large Commercial / Industrial

A-12 If applicant or an affiliated interest previously participated in any of Ohio's Natural Gas Choice Programs, for each service area and customer class, provide approximate start date(s) and/or end date(s) that the applicant began delivering and/or ended services.

☐ Columbia Gas of Ohio

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

☐ Dominion East Ohio

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

☐ Duke Energy Ohio

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

☐ Vectren Energy Delivery of Ohio

<input type="checkbox"/> Residential	Beginning Date of Service	End Date
<input type="checkbox"/> Small Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Large Commercial	Beginning Date of Service	End Date
<input type="checkbox"/> Industrial	Beginning Date of Service	End Date

A-13 If not currently participating in any of Ohio's four Natural Gas Choice Programs, provide the approximate start date that the applicant proposes to begin delivering services:

<input checked="" type="checkbox"/>	Columbia Gas of Ohio	Intended Start Date	11/01/2015
<input checked="" type="checkbox"/>	Dominion East Ohio	Intended Start Date	11/01/2015
<input checked="" type="checkbox"/>	Duke Energy Ohio	Intended Start Date	11/01/2015
<input checked="" type="checkbox"/>	Vectren Energy Delivery of Ohio	Intended Start Date	11/01/2015

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- A-14 Exhibit A-14 "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-15 Exhibit A-15 "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 natural gas or electricity to customers in North America.
- A-16 Exhibit A-16 "Company History,"** provide a concise description of the applicant's company history and principal business interests.
- A-17 Exhibit A-17 "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-18 Exhibit A-18 "Secretary of State,"** provide evidence that the applicant is currently registered with the Ohio Secretary of the State.

SECTION 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 current 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 natural gas service, or retail/wholesale electric services.
- B-2 Exhibit B-2 "Experience & Plans,"** provide a current 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 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.
- B-3 Exhibit B-3 "Summary of Experience,"** provide a concise and current summary of the applicant's experience in providing the service(s) for which it is seeking to be certified to provide (e.g., number and types of customers served, utility service areas, volume of gas supplied, etc.).
- B-4 Exhibit B-4 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocations 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 Exhibit B-5 "Disclosure of Consumer Protection Violations,"** disclose whether the applicant, affiliate, predecessor of the applicant, or any principal officer of the applicant has 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 Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation,"** disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail natural gas or retail/wholesale electric service denied, curtailed, suspended, or revoked, or whether the applicant or predecessor has been terminated from any of Ohio's Natural Gas Choice programs, or been in default for failure to deliver natural gas.

☒ 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.

SECTION 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, labeled as 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 whether 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 current financial arrangements to conduct competitive retail natural gas service (CRNGS) 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 CRNGS operation, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer.

- C-6 Exhibit C-6 "Credit Rating,"** provide a statement disclosing the applicant's current 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 current credit report from Experian, 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 since applicant last filed for certification.
- C-9 Exhibit C-9 "Merger Information,"** provide a statement describing any dissolution or merger or acquisition of the applicant since applicant last filed for certification.

SECTION D – APPLICANT TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- D-1 Exhibit D-1 "Operations,"** provide a current written description of the operational nature of the applicant's business functions.
- D-2 Exhibit D-2 "Operations Expertise,"** given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical expertise in performing such operations.
- D-3 Exhibit D-3 "Key Technical Personnel,"** provide the names, titles, email addresses, telephone numbers, and background of key personnel involved in the operational aspects of the applicant's current business.

Applicant Signature and Title

Ramona Maller, President

Sworn and subscribed before me this 1st day of October Month 2015 Year

Brenda N. Clark

BRENDA

Signature of official administering oath

Print Name and Title



My commission expires on

02.18.2019



The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service
Affidavit Form
(Version 1.07)

In the Matter of the Application of)

Global Energy Services, LLC)

for a Certificate or Renewal Certificate to Provide)

Competitive Retail Natural Gas Service in Ohio.)

Case No.

11

5061

-GA-AGG

County of Warren

State of Ohio

Ramesh Malhotra

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.
- (8) Affiant further sayeth naught.

Affiant Signature & Title

Ramesh Malhotra, President

Sworn and subscribed before me this

1st

day of

October

Month

2015

Year

Brenda N. Clark
Signature of Official Administering Oath

BRENDA N. CLARK
Print Name and Title



My commission expires on

02.18.2019

Global Energy Services, LLC

Exhibit A-14 "Principal Officer, Directors, & Partners"

Global Energy Services, LLC is registered in the State of Ohio as a Single Member LLC.

Single Member of Global Energy Services, LLC is:

Ramesh Malhotra, CEO

Coal Equity, Inc.

7697 Innovation Way, Suite 200

Mason, Ohio 45040

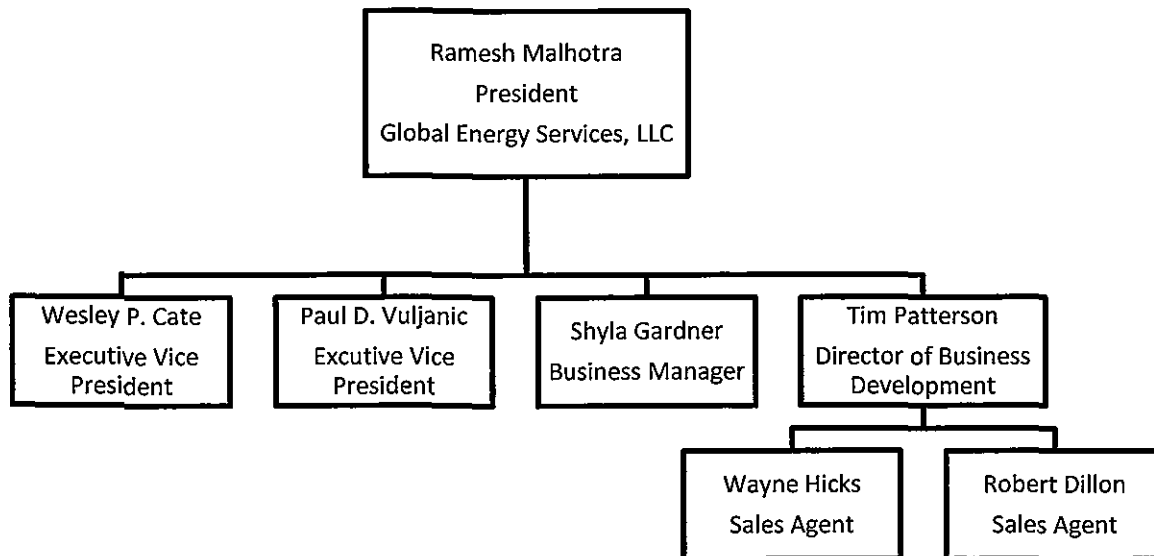
(513) 398-2625

Global Energy Services, LLC

Exhibit A-15 "Corporate Structure"

Global Energy Services, LLC is owned by Coal Equity, Inc. Mr. Ramesh Malhotra is the President of the company, which currently has two Executive Vice President's , a Business Manager, a Director of Business Development, and two Sales Agents.

Global Energy Services, LLC does not aggregate, therefore we do not have a list of affiliated subsidiary companies to provide.



Global Energy Services, LLC

Exhibit A-16 "Company History"

Global Energy Services, LLC was originally organized in 2005 as Global Energy Consulting, LLC. The companies original objective was to provide coal procurement, marketing and logistic services to the coal producer, coal customer, and other affiliated businesses. In 2010 the companies focus and name was modified to market, service and advise customers located within the unregulated states the opportunity to reduce fuel costs by purchasing competitively priced electric power and natural gas.

OPERATING AGREEMENT

OF

Global Energy Services, LLC

THIS OPERATING AGREEMENT is made effective on August 1, 2010, by Coal Equity, Inc. (the "Member"). Unless the context otherwise requires, terms that are capitalized and not otherwise defined in context shall have the meanings set forth or cross-referenced in Article 10 of this Agreement.

In consideration of the mutual covenants and subject to the terms and conditions of this Agreement, the member does hereby agree as follows:

ARTICLE 1: ORGANIZATIONAL MATTERS

1.1 FORMATION OF COMPANY. The company shall be formed upon the execution and filing of the company's Articles of Organization with the Ohio Secretary of State.

1.2 NAME. The name of the Company shall be Global Energy Services, LLC

1.3 PURPOSE OF THE COMPANY; BUSINESS. The Company has been formed for the purpose of marketing electricity and natural gas, and the performance of all things necessary or incidental to or connected with or growing out of such activities in accordance with the terms and conditions of the Agreement.

1.4 PRINCIPAL OFFICE AND AGENT; OTHER OFFICES. The principal place of business, mailing address of the Company, and office where the records described in Section 6.5 shall be kept is: 7697 Innovation Way, Suite 200, Mason, Ohio 45040. The statutory agent of the Company in Ohio shall be Coal Equity, Inc. The Members may from time to time change the registered office or agent or the principal place of business of the Company or establish additional offices of the Company, by a Required Vote, may determine are necessary or appropriate. Changes to the principal place of business or statutory agent made as permitted by this Section 1.4 shall not be considered amendments to this Agreement.

1.5 TERM. The company shall continue indefinitely unless sooner terminated as provided in the Agreement or pursuant to the Act.

ARTICLE 2: SHARES AND CAPITAL CONTRIBUTIONS

2.1 SHARES AND VOTING PERCENTAGE. Each Member's "Share", meaning the participation attributable to their interest in profit, loss, and distributions by the Company, from time to time, is indicated below. Each Member's "voting percentage," meaning voting power of its interest is indicated below:

<u>Member</u>	<u>% Share</u>	<u>Voting Percentage</u>
Coal Equity, Inc.	100	100

2.2 CAPTIAL CONTRIBUTIONS. Simultaneously with the execution and delivery of this Agreement, each Member is contributing the following to the capital of the Company:

<u>Member</u>	<u>Initial Contribution</u>
Coal Equity, Inc.	Per agreement underneath

Except as the members may agree as contemplated by the next sentence, no member shall have any further obligation to contribute capital to the Company. Additional capital contributions shall only be made if all members agree and shall be paid by the members in proportion to their Shares.

2.3 MEMBER LOANS. If the Members, by a Required Vote, determine that the company requires cash, any Member or one or more of its Affiliates may make a secured (subject to the prior consent of all non-Affiliate secured lenders) or unsecured loan to the Company (a "Member Loan"). No Member shall be personally obligated to repay Member Loans. Member Loans shall be payable or collectible only out of the assets of the Company. All Member Loans shall bear interest to be determined at the time of the loan. Member Loans and accrued interest may be prepaid in whole or in part and shall be payable on demand but shall be subordinate to payments due on account of any third-party non-affiliate loans, and no demand or payment shall be made which would result in the Company's default under any agreement or instrument by which it or its Property is bound. Payments shall first be applied to accrued interest and then to principal. Until Member Loans, including accrued interest, are paid in full, no distributions shall be made to the Members pursuant to Article 3 except with approval of Managing Member. If there is more than one Member Loan; (i) if there is a demand for payment on any member Loans, it shall be deemed to require the company to pay simultaneously (A) accrued interest on all Member Loans to the respective holders thereof, and (B) principal due on the Member Loan as to which demand is made and on all member loans made prior to the one as to which demand is made, and (ii) if it is not possible to pay all of the amounts required pursuant to clause (i) immediately preceding, payments upon any such demand or voluntary prepayments must be applied first to accrued interest on all Member Loans in proportion to the accrued interest of each, and second to the principal on (A) all Member Loans in the case of voluntary prepayments, or (B) loans upon which principal is required to be paid pursuant to clause (i)(B) immediate preceding upon a demand pursuant to clause (i) immediately preceding, in each case in proportion to the principal amount of each.

2.4 LIMITED LIABILITY OF THE MEMBERS. Except upon the express written agreement by any member to the contrary, no Member shall be liable for the debts, liabilities, contracts, or other

obligations of the Company, or to make any contributions or payments to the Company in excess of the Member's initial capital contribution set forth in Section 2.2.

ARTICLE 3: DISTRIBUTIONS

3.1 **DISTRIBUTION METHOD.** Distributions of cash or other property shall be made as and when available as determined by the member by a Required Vote. All distributions are subject to the payment of Member Loans, Company expenses, and the maintenance of reasonable Company reserves. Non-liquidating distributions shall be made to the members in proportion to their shares in the Company. A distribution of property other than cash shall be made pro rata in kind as well as in value (unless all members receiving disproportionate distributions agree otherwise) and only after adjusting the Capital Accounts of the Members.

ARTICLE 4: ACCOUNTING AND CAPITAL ACCOUNTS

4.1 **FINANCIAL REPORTING AND NONFINANCIAL REPORTING BOOKS.** The Company shall maintain financial reporting using the Income tax basis, applied on a basis consistent with prior periods. The Company shall maintain nonfinancial reporting books and Capital Accounts as required by Section 4.3, which shall be the basis for liquidating distributions pursuant to Section 7.3. The Company shall maintain the additional records contemplated by Section 5.2.

4.2 ACCOUNTING.

- a. The Company shall keep its books in accordance with the income tax basis consistent with those employed for determining the Company's income for federal income tax purposes, except as otherwise provided in the agreement.
- b. The taxable year of the Company shall be the calendar year (except as otherwise required by section 706 of the Code). The Fiscal year of the Company shall be the same as its taxable year.

4.3 **CAPITAL ACCOUNTS.** A Capital Account shall be maintained for each Member.

ARTICLE 5: PROFITS AND LOSSES

5.1 **ALLOCATION OF BOOK ITEMS.** All items of book income and gain, and all items of book loss and deduction, shall be allocated to the Members in proportion to their respective Shares.

5.2 **ALLOCATION OF TAX ITEMS.** All items of book income, gain, loss, and deduction shall be allocated among the members for federal income tax purposes in the same manner as the corresponding allocation for book purposes pursuant to Section 5.1.

ARTICLE 6: MANAGEMENT AND MEMBER RIGHTS

6.1 MANAGEMENT.

- a. Management of the Company is reserved to its Members. Subject only to the limitations imposed by the Act and this Agreement, each Member shall have the power and authority to bind the Company in the ordinary course of its business and to conduct, manage, control, and make all decisions affecting the conduct of the business of the Company in the ordinary course.
- b. The Members, by a Required Vote, shall have the power and authority to cause the Company to engage in extraordinary transactions. A Required Vote of the members shall be required to:
 - i. Sell, exchange, transfer, or otherwise dispose of any assets of the Company including all or substantially all of the assets in one or more related or unrelated transactions;
 - ii. Issue additional interests in the Company, create new classes, and series of interests, and state and create the rights and terms thereof;
 - iii. Confess a judgment against the Company;
 - iv. Create, incur, assume, or guarantee indebtedness for borrowed money and pledge any or all of the assets of the Company as security therefor;
 - v. Cause the Company to merge or consolidate with or into any other person or entity and establish the terms of the transaction; and
 - vi. Authorize the Company to file a petition for relief or otherwise initiate Bankruptcy.
- c. The Members may delegate to the Officers, other employees, and agents of the Company the authority to conduct the business of the Company in accordance with this Agreement and any policy of delegation which may be adopted and revised from time to time by the members. Any power not delegated by the Members shall remain with them.

6.2 **OFFICERS OF THE COMPANY.** The Company may elect the following officers: President, Treasurer, and Secretary. The Company may have such additional Officers as are appointed or elected from time to time by the members, by a Required Vote. An Officer may be removed (with or without cause) at any time by the members by a Required Vote. An Officer may resign at any time by written notice to the members. An Officer shall serve until the earlier of his or her resignation, death, removal, or replacement.

6.3 **DUTIES OF THE OFFICERS.** In addition to obligations imposed by other provisions of the Agreement, each officer shall devote to the Company such time as is reasonably necessary to carry out the business of the Company in order to accomplish its purposes. Subject to any limitations imposed by the members, by a Required Vote, the Officers, on behalf of the Company and at the expense of the Company, shall:

- a. Execute, acknowledge, and certify all documents and instruments and take or cause to be taken all actions which may be necessary or appropriate (i) for the continuation of the Company's valid existence as a limited liability company under the laws of the State of Ohio and of every other jurisdiction in which such existence is necessary to protect the limited liability of the members, (ii) to effectuate the provisions of this Agreement, or (iii) to enable the Company to conduct its business;
- b. Conduct the affairs of the Company in compliance with the applicable laws and in the best interest of the Company and the members;
- c. Not permit the use of Company funds or assets for other than the benefit of the Company and of the Members;
- d. Furnish to each member as promptly as reasonably practicable for each Fiscal year all information required for federal and state income tax reporting purposes with respect to the Company, including without limitation a copy of Schedule K-1 to the Company's federal income tax returns required to be filed by the Company;
- e. Arrange for the preparation of all necessary informational federal income tax forms on behalf of the Company and for the preparation and filing of any and all state and local income and franchise tax returns required to be filed by the Company;
- f. Obtain and maintain on behalf of the Company such all-risk, public liability, workers' compensation, Officers' liability, fidelity, forgery and other insurance, if any as may be available on commercially reasonable terms and as may be deemed necessary and appropriate by the Officers;
- g. Hold all Property in the Company name or, in the case of cash or cash equivalents, in one or more depository accounts to which the Company is a beneficial owner;
- h. Use reasonable efforts not to cause the Company to incur debts or other obligations beyond the Company's ability to pay such obligations; and

6.4 STANDARD OF CARE.

- a. Any Member or any director, trustee, officer, member, or manager of any member serving on behalf of the Company, and any officer or employee of the company in the performance of his or her, or its duties, shall be fully protected in relying in good faith on information, opinions, reports, or other statements, including financial statements, books of account, and other financial data, if prepared or presented by: (i) one or other more Officers or employees of the Company if the person relying on the statements reasonably believe that the person preparing or presenting the material is reliable and competent in that matter; or (ii) legal counsel, public accounts, or other persons as to matters that the person relying on the statements reasonably believes are within the person's professional or expert competence.
- b. No Member or any director, trustee, officer, member, or manager of any member serving on behalf of the Company, or any Officer shall be liable to the Company or any member with respect to claims relating to his, her, or its conduct for or on behalf of the Company if he, she, or it acted in good faith and in a manner he, she or it reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, has reasonable cause to believe his, her, or its conduct was unlawful.

6.5 LIMITED LIABILITY OF MEMBERS. The Members (solely in their capacity as Members) shall have no liability for any Company obligations. Any liability to return distributions from the company shall be limited to mandatory requirements of the Act or of any other applicable law.

7.1 DISSOLUTION.

- a. Notwithstanding any provisions of the Act to the contrary, the company shall be dissolved without further action of the Members only upon: (i) the agreement of all members to dissolve the Company; (ii) the dissolution followed by the liquidation and winding-up of any Member; (iii) the Bankruptcy of any Member; (iv) the sale or other assignment of substantially all of the assets of the Company; or (v) any Transfer or attempted Transfer of a Share or any interest in the Company by any Member other than the Transfer contemplated by Section 8.1(b).

No other event, including any event which would cause the withdrawal of a Member under the Act, shall cause dissolution, and any Member suffering the occurrence of any such event shall continue as a Member.

- b. Upon dissolution of the Company, if the Company is not continued pursuant to Section 7.2, the Members shall wind up and liquidate the company by, in their discretion, using either or both of the following methods: (i) Selling the Company's assets and distributing the net proceeds pursuant to Section 7.3(a); and/or (ii) Distributing the Company's assets to the members in kind in proportion to the credit balances of the Members' Capital Accounts, each member accepting an undivided interest in the Company's assets subject to its liabilities.

- c. Upon completion of the liquidating distributions under Section 7.3, the Company shall be deemed completely dissolved and terminated.

7.2 **RECONSTITUTION.** Upon an event of dissolution as set forth in Section 7.1(a)(ii), (iii), or (v), the Members to which such event has not occurred (the Remaining Members") may elect, within ninety days of the event of dissolution, upon written consent of Remaining Members holding in the aggregate more than fifty percent of the capital or profits interests in the Company held by the Remaining members, to continue the business of the Company and, in such event, unless otherwise agreed by all the Remaining members, the assignee of the interest of the member to which the dissolution event occurred shall be treated as an assignee of economic interest only and shall not be admitted as a Member.

7.3 **LIQUIDATING DISTRIBUTIONS.**

- a. Upon the dissolution of the Company followed by its winding-up, the proceeds of liquidation shall be applied and distributed in the following order or priority:
 - i. First, to the expenses of liquidation and the debts of the Company, other than the debts owing to the Members;
 - ii. Second, to the establishment of any reserve which the Officers or the members, by a Required vote, may deem necessary for any contingent or unforeseen liabilities and other obligations of the Company arising out of or in conjunction with the Company's affairs;
 - iii. Third, to such debts as are owing to the Members; and
 - iv. Fourth, to the Members whose Capital Accounts have credit balances, in proportion to such balances;
- b. Except as otherwise provided in Section 7.3(c) of the Agreement, distributions pursuant to Section 7.3(a) shall be made not later than the latter of (i) the end of the taxable year in which liquidation of the Company occurs, or (ii) a date which is ninety days after the date of such liquidation.
- c. Amounts withheld as reserves pursuant to Section 7.3(a)(ii) of this Agreement shall, to the extent not needed for the purpose for which they were withheld, be distributed as soon as practicable among the Members in accordance with Sections 7.3(a)(iii) and (iv).

7.4 **FINAL ACCOUNTING.** Each of the Members shall be furnished with a statement prepared by the Company's accountants, which shall set forth the assets and liabilities of the Company as of the date of the complete liquidation.

ARTICLE 8: TRANSFERS OF INTEREST

8.1 **LIMITATIONS ON TRANSFERS.**

- a. Except as provided in Section 8.1(b), no Member shall Transfer all or any part of its Share or any other interest in the Company. Any purported Transfer of a Member's interest, a portion thereof, or any other interest in an interest or in the Company in violation of this Agreement, shall be a nullity and shall vest no title or right in the purported transferee.
- b. *Transfers of a member's interest, portion thereof, or any interest in an interest or in the Company may be made to any person or group if approved by all members in writing.*

ARTICLE 9. INDEMNIFICATION

9.1 INDEMNIFICATION.

- a. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he, she, or it is or was (i) a Member, Manager, or Officer of the Company, or (ii) is or was an officer or director of a member, or (iii) is or was serving at the request of the Company as a member, manager, director, officer, trustee, partner, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him, her, or it in connection with such action, suit, or proceeding if he, she, or it met the standard of care set forth in Section 6.4(b). No indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable 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 but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court considers proper. The termination of any action, suit, or 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 meet the standard of care set forth in Section 6.4(b).
- b. To the extent that an employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 9.1(a) or in defense of any claim, issue, or matter therein, he, she, or it shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

9.2 ADVANCEMENT OF EXPENSE. Expenses (including attorneys' fees) incurred defending any civil, criminal, administrative, or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of any action, suit, or proceeding upon receipt of an undertaking by or on behalf of the indemnitied to repay such amount if it shall ultimately be determined that they are not entitled to be indemnified by the Company and upon such other terms and conditions if any as the members, by a Required vote, deem appropriate.

9.3 OTHER RIGHTS TO INDEMNITY OR REIMBURSEMENT; SURVIVAL. Notwithstanding the foregoing, indemnification under the Article 9 shall be provided only with respect to such losses, costs, expenses, judgments, and amounts which otherwise are not compensated for by insurance carried for the benefit for the Company. The indemnification and advancement of expenses provided by or granted pursuant to this Agreement shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any agreement or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office.

9.4 ADDITIONAL INDEMNIFICATION OF EMPLOYEES AND AGENTS. In addition to the right to indemnity set forth in Section 9.1(b), the Company may indemnify any employee or agent of the Company and any employee or agent of the Company and any employee or affiliate of any Member serving on behalf of the Company upon such terms and conditions, if any as the members, by a Required Vote, consider appropriate.

9.5 INSURANCE. The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a Member, manager, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a member, manager, trustee, director, officer, partner, employee, or agent of another limited liability company, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him, her, or it in any such capacity, or arising out of his, her, or its status as such whether or not the Company would have the power to indemnify him, her, or it against such liability under this Section.

ARTICLE 10. DEFINITIONS

Unless the context otherwise requires, the following terms (and the singular or plural thereof) used in the Agreement shall have the meanings set forth below:

“Act” shall mean Chapter 1705 of the Ohio Revised Code as amended from time to time. Any reference to the Act shall automatically include reference to any subsequent or successor limited liability company law in Ohio.

“Affiliate” shall mean (i) any Person directly or indirectly controlled by any Member, or (ii) any member of an individual member’s immediate family, which shall include spouse, children, parents, or siblings, or trusts primarily for their benefit. Without limiting the generality of the foregoing, “control” of a person means the possession directly or indirectly of the power to direct or cause the direction of the management or policies of such Person; and general partner of a partnership shall be deemed to control such partnership if it is the sole general partner of, or it owns twenty-five percent or more of the aggregate capital or profits interests owned by all general partners in, such partnership, but not otherwise; any member of a limited liability company shall be deemed to control such limited liability company if it owns twenty-five percent or more of the aggregate capital or profit interests owned by all of the members in such limited liability company; any trustee of a trust shall be deemed to control such trust; any director or executive officer shall not solely, by reason of holding that office, be deemed to control any corporation, and any employer shall not be deemed to control any employee.

“Agreement” shall mean this agreement as amended from time to time by amendments duly executed and delivered.

"Bankrupt" or Bankruptcy" shall mean, with respect to any Person, such Person's filing a petition or otherwise voluntarily commencing a case or proceeding or filing an answer or other pleading in any proceeding seeking relief under any federal or state bankruptcy or insolvency law or being the involuntary subject of an order for relief by any court under any such law or being adjudicated a "bankrupt," "debtor," or "insolvent" under any such law or there being appointed under any such law a "trustee," "receiver," or "custodian" to manage his, her, or its business or properties, or there being commenced under any such law a case or proceeding proposing such an order for relief, adjudication, or appointment with respect to such Person or his, her, or its business, which proceeding is consented to by such Person or which is not dismissed within ninety days after being commenced.

"Book" means the method of accounting prescribed for compliance with the capital account maintenance rules set forth in Treas. Reg. #1.704-1(b)(2)(iv) as reflected in Appendix B, as distinguished from any financial accounting method which the Company may adopt for other purposes.

"Capital Account" shall have the meaning set forth in Section 4.3.

"Capital Contribution" means the aggregate amount of cash and property actually contributed to the capital of the Company.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time. Any reference to the code shall automatically include a reference to any subsequent or successor internal revenue code or law, and any reference to a particular section of the Code shall automatically include reference to corresponding provisions of subsequent or successor codes or laws.

"Company" shall mean this Company and any limited liability company continuing the business of the Company after dissolution as provided in Section 7.2.

"Fiscal Year" shall have the meaning set forth in section 4.2(b).

"Members" shall mean the members of the company and, initially, shall mean First Member, Second member, and Third Member.

"Minority Member" means any Member holding an interest of forty-nine (49%) per cent or less in the capital and profits of the Company.

"Officers" mean the officers of the Company appointed and acting, from time to time, under Section 6.1.

"Person" shall mean any individual, partnership, corporation, trust, estate, association, limited liability Company, or other entity.

"Prime Rate" means the rate of interest reported by The Wall Street Journal as the "Prime Rate," adjusted, from time to time, on the same date that such published rate is adjusted.

"Property" shall mean all tangible and intangible real or personal property owned or hereafter acquired by the Company including, without limitation, its interest in any business enterprise, its name, and any note or security received upon the disposition of any property.

"Required Vote" shall mean the vote of members holding voting Percentage aggregating more than fifty per cent.

"Share" shall have the meaning set for in Section 2.1.

"Transfer" shall mean any sale, assignment, pledge, encumbrance, gift, or attempt to create or grant a security interest in, any share or interest thereon or portion thereof; excepting only a pledge limited to a Member's claim as a creditor to receive cash distributions payable on account of its Share to the extent such member is the beneficial owner of such share at the time such distributions are payable.

"Treasury Regulation" or treas. Reg." shall mean the temporary or final regulation(s) promulgated pursuant to the Code by the U.S. Department of the treasury, as amended, and any successor regulation(s).

"Voting Percentage" shall mean a Member's voting power, expressed as a percentage of the total voting power of the Members and initially, shall be as set forth in Section 2.1.

ARTICLE 11: MISCELLANEOUS PROVISIONS

11.1 **NOTICES.** All notices to the Company shall be sent registered or certified mail, return receipt requested, addressed to Global Energy Services, LLC, at the Company's principal office. All notices to the Members shall be sent registered or certified mail, return receipt requested, addressed to such Member c/o the address appearing after such member's signature or such other address as may be specified by the member from time to time in a notice to the Company. All notices shall be deemed given or served when deposited in the United States Certified or Registered Mail, postage prepaid, properly addressed, and return receipt requested.

11.2 **AMENDMENT; WAIVER.**

- a. Any amendment to this Agreement shall become effective with the consent of members holding more than fifty percent of the capital and profit interests in the Company, except that no amendment may require a capital contribution by a Member, increase the restrictions on Transfer of a Member's interest or materially and adversely affect a Member in a manner that is materially different from its effect on other Members without the consent of the member so affected.
- b. Each of the Members hereby irrevocably waives any and all rights, duties, obligations, and benefits with respect to any action for partition of Property or to compel any sale or appraisal thereof. Further, all rights, duties, benefits, and obligations including inventory and appraisal of the Company assets, provision for which is made in the laws of Ohio, or an account of the operation of any other rule or law of any other jurisdiction to compel any sale or appraisal of Company assets, are hereby waived and dispensed with.

11.3 **WHOLE AGREEMENT.** This Agreement contains the entire understanding between the parties and supersedes any prior understanding and agreements between them respecting the subject matter within. There are no agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not set forth or

expressly referred to herein. Unless otherwise stated, references in the Agreement to Articles, Sections, or appendices refer to the Articles, Sections, and Appendices to this Agreement. The Appendices are an integral part of this Agreement for all purposes.

11.4 GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.

11.5 INVALIDITY. In the event that any provision of the Agreement shall be held to be invalid, the validity of the remaining provisions of the Agreement shall not in any way be affected thereby.

11.6 COUNTERPARTS. This Agreement and any amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement or amendment, as the case may be, notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart shall be deemed to be signature to and may be appended to any other counterpart.

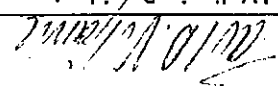
11.7 HEADINGS. The headings contained in the Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

11.8 TERMINOLOGY. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and vice versa.

IN WITNESS WHEREOF, the Members have duly executed this Agreement as of the date first above written.

MEMBER:

Coal Equity, Inc.

By:  Paul Vuljanic, President



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/29/2005	200520802458	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

Receipt

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

THOMAS D. SHACKLEFORD
224 READING RD
MASON, OH 45040

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell**1559253**

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

GLOBAL ENERGY CONSULTANTS, LLC

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

Document(s)

ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):

200520802458

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 27th day of July, A.D.
2005.

J. Kenneth Blackwell
Ohio Secretary of State

Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State
 Central Ohio: (614) 466-3910
 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
 e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

☐ Yes PO Box 1390
 Columbus, OH 43216
 *** Requires an additional fee of \$100 ***
☒ No PO Box 670
 Columbus, OH 43216

ORGANIZATION / REGISTRATION OF LIMITED LIABILITY COMPANY

(Domestic or Foreign)
 Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) <input checked="" type="checkbox"/> Articles of Organization for Domestic Limited Liability Company (115-LCA) ORC 1705	(2) <input type="checkbox"/> Application for Registration of Foreign Limited Liability Company (106-LFA) ORC 1705 _____ (Date of Formation) (State)
---	--

Complete the general information in this section for the box checked above.

Name Global Energy Consultants, LLC☐ Check here if additional provisions are attached

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified,
 (mm/dd/yyyy) the date must be a date on or after the date of filing.

This limited liability company shall exist for _____ an indefinite number of years
 (Optional) (Period of existence)

Purpose _____
 (Optional) _____

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws
 of this limited liability company is

(Optional) _____
 (Name) _____
 (Street) _____ NOTE: P.O. Box Addresses are NOT acceptable.
 (City) _____ (State) _____ (Zip Code) _____

(name of limited liability company)

(Zip Code)

Date _____

(name of limited liability company)

Ramesh Malhotra, President

Page 3

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Name)

(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

(City) _____
(State) _____
(Zip Code) _____

The name under which the foreign limited liability company desires to transact business in Ohio is

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

(Name)

(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**


(City) _____
Ohio
(State) _____
(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:

- the agent cannot be found, or
- the limited liability company fails to designate another agent when required to do so, or
- the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED

Must be authenticated (signed)
by an authorized representative
(See Instructions)

	25 th July 05
Authorized Representative	Date
Global Trade Network, Inc., by Ramesh Malhotra, President	
(Print Name)	
1111 Western Row Road	
Mason, Ohio 45040	

Authorized Representative

Date

(Print Name)



DATE	DOCUMENT ID	DESCRIPTION	FLING	EXPED	PENALTY	CERT	COPY
08/23/2010	201023200946	AMEND/ARTICLES-ORGANIZATION/DOM.LLC (LAM)	50.00	.00		.00	.00

Receipt

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

GLOBAL TRADE NETWORK SERVICE COMPANY
1111 WESTERN ROW RD
MASON, OH 45040

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner**1559253**

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

GLOBAL ENERGY SERVICES, LLC

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

Document(s):

AMEND/ARTICLES-ORGANIZATION/DOM.LLC

Document No(s):

201023200946

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 19th day of August, A.D.
2010.

Ohio Secretary of State

Exhibit A-18 "Secretary of State"



Prescribed by:

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
<input type="radio"/> Expedite	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of \$100 ***
<input checked="" type="radio"/> Non Expedite	PO Box 1329 Columbus, OH 43216

**Domestic Limited Liability Company Certificate of
Amendment or Restatement**
Filing Fee \$50.00

(CHECK ONLY ONE (1) BOX)

<p>(1) Domestic Limited Liability Company</p> <p><input checked="" type="checkbox"/> Amendment (129-LAM)</p> <p><u>7/27/2005</u> Date of Formation</p>	<p>(2) Domestic Limited Liability Company</p> <p><input type="checkbox"/> Restatement (142-LRA)</p> <p>_____ Date of Formation</p>
<p>The undersigned authorized representative of:</p> <p><u>Global Energy Consultants, LLC</u> <u>1559253</u> Name of limited liability company Registration number</p>	

If box (1) Amendment is checked, only complete sections that apply. If box (2) Restatement is checked, all sections below must be completed.

The name of said limited liability company shall be:

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

This limited liability company shall exist for a period of: _____
Period of Existence

Purpose

☐ Check here if additional provisions are attached

REQUIRED
Must be (signed) by a
member, manager or
other representative.

Ram Malhotra
Signature

Date

Ramesh Malhotra
Print Name

Signature

Date

Print Name

Signature

Date

Print Name



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/10/2006	200619100564	SUBSEQUENT AGENT APPOINT/LIMITED/LIABILITY/PARTNER (LSA)	25.00	.00	.00	.00	.00

Receipt

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

COAL EQUITY INC.
C/O AMY LARKIN
1111 WESTERN ROW RD.
MASON, OH 45040

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1559253

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

GLOBAL ENERGY CONSULTANTS, LLC

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

Document(s)

SUBSEQUENT AGENT APPOINT/LIMITED/LIABILITY/PARTNER

Document No(s):

200619100564

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

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 7th day of July, A.D.
2006.

J. Kenneth Blackwell
Ohio Secretary of State

Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)

Mail Form to one of the following:

☐ Yes

PO Box 1390

Columbus, OH 43216

*** Requires an additional fee of \$100 ***

☒ No

PO Box 788

Columbus, OH 43216

STATUTORY AGENT UPDATE

(For Domestic or Foreign, Profit or Non-Profit)

Filing Fee \$25.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) Subsequent Appointment of Agent

☐ Corp ☐ LP (165-AGS)
☒ LLC (171-LSA)

(2) Change of Address of an Agent

☐ Corp ☐ LP (145-AGA)
☐ LLC (144-LAD)

(3) Resignation of Agent

☐ Corp ☐ LP (155-AGR)
☐ LLC (153-LAG)

Complete ALL of the general information in this section for the box checked above.

Name of Entity Global Energy Consultants, LLCCharter or
Registration No. 1559253Name of Current Agent Global Trade Network, Inc.

Complete the information in this section if box (1) is checked.

Name and Address of
New AgentCoal Equity, Inc., by Ramesh Malhotra, President

(Name)

1111 Western Row Road

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Mason

(City)

Warren

(County)

Ohio

(State)

45040

(Zip Code)

ACCEPTANCE OF APPOINTMENTThe Undersigned, Coal Equity, Inc., by Ramesh Malhotra, President, named herein asthe Statutory agent for, Global Energy Consultants, LLC, hereby acknowledges and
accepts the appointment of statutory agent for said entity.

Signature:

By:

Ramesh Malhotra
(Statutory Agent)Ramesh Malhotra, President* If the entity listed is a foreign corporation, the agent does not have to sign the Acceptance of Appointment

Exhibit A-18 "Secretary of State"

Complete the information in this section if box (2) is checked.

Old Address of Agent

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

Ohio

(State)

(Zip Code)

New Address of Agent

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

Ohio

(State)

(Zip Code)

Complete the information in this section if box (3) is checked.

Is this agent resigning?

☐ Yes☐ NoCurrent or last known address
of the entity's principal office
where a copy of this Resignation
of Agent was sent as of the date
of filing or prior to the date filed

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

(City)

(State)

(Zip Code)

REQUIRED

Must be authenticated (signed) by an
authorized representative
(See Instructions)

Authorized Representative

Coal Equity, Inc.,

By Ramesh Malhotra, President

7/6/06

Date

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show GLOBAL ENERGY SERVICES, LLC, an Ohio Limited Liability Company, Registration Number 1559253, was organized within the State of Ohio on July 27, 2005, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 29th day of October, A.D. 2015.*

A handwritten signature in black ink that reads "Jon Husted". The signature is written in a cursive style with a large, stylized "J" and "H".

Ohio Secretary of State

Validation Number: 201530202354

Global Energy Services, LLC

Exhibit B-1 "Jurisdictions of Operations"

Global Energy Services, LLC is currently representing electric and/or gas providers in the following states:

Ohio

Illinois

Global Energy Services, LLC

Exhibit B-2 "Experience & Plans"

Global Energy Services, LLC was organized in 2005 as Global Energy Consulting to offer energy and consulting services in coal. In 2010 the focus of the company shifted to marketing electricity and natural gas and the company changed its name to Global Energy Services. Since 2010 GES has built and maintained a customer base of over 100 customers providing electricity solutions as a broker.

At this point it is our goal to move into the next phase of our company development by becoming a natural gas broker to offer customers multiple products. We feel that by using our existing business model along with our excellent track record, experience, and reputation that we will be successful.

GES will act as an Agent/Broker and not an aggregator. We have experience with customers in many different industries and locations. Our plan is to continue to provide personalized pricing from third party suppliers for Commercial, Mercantile, and Industrial customers. Billing has been, and will continue, to be provided by the utility and/or supplier. Those utilities are also charged with responding to customer inquiries and complaints in accordance with the Commissions rules, as adopted by the revised code. We will continue to service our existing clients as well as grow into new markets.

Global Energy Services, LLC

Exhibit B-3

"Summary of Experience"

Global Energy Services, LLC has been a marketer/broker for electricity since it's beginning. Currently GES is providing competitive retail electricity services as a broker to customers across the mid-west. These customers are typically small businesses and industrial sites. Our plan is to be able to offer competitive retail natural gas solutions to our customer base as an additional product using our same business model.

Our current customer base is approximately 100-200 customers. The majority of these customers will be in the states of Illinois and Ohio, and located on the Dominion East and Columbia pipeline systems. We estimate that this customer base will consume between 400-500 MCF/year.

GES's experience will come from it's existing sales and support staff as well as our partners supplying our customers natural gas. Our management team has 15 years of experience in the natural gas and energy business, and our sales representatives have over 50 combined years of experience.

Global Energy Services, LLC

Exhibit B-4 "Disclosure of Liabilities and Investigations"

Global Energy Services, LLC does not have any existing, pending or past rulings, judgements, contingent liabilities, revocation of authority, regulatory investigations, or any other matter that could adversely impact our financial or operational status or ability to provide the services we are seeking to be certified.

Global Energy Services, LLC

Exhibit C-1
"Annual Reports"

Global Energy Services, LLC is a privately held company and does not issue annual reports. However, we have provided the GES annual report filed with the Public Utility Commission of Ohio for our electricity sales for year ending December 31, 2015. In addition, we have provided financials as item C-3 in this filing.



Public Utilities Commission

Annual Report to the Commission
for Competitive Retail Electric
Service

☐ AGGREGATOR
GOVERNMENTAL AGGREGATOR
POWER MARKETER

RETAIL ELECTRIC GENERATION PROVIDER
☒ POWER BROKER

Certification Number: 11-397E

PUCOID Number: 340988

Annual Report for the Year ending December 31, 2014 of Global Energy Services LLC

Address:

7697 Innovation Way, Ste 200
Mason, OH 45040

Website URL:

N/A

Filed by:

Shyla Gardner
(513) 701-0387

Changes: This company did not have any changes in name(s), principal address, legal status, ownership, corporate structure or operations during the 2014 reporting year.

Annual Report filings and instructions are available at:
www.puco.ohio.gov/puco/docketing/

Customer Class	Sales (kWh)	Earnings(\$)
Residential	0	\$0
Commercial	301,597	\$1,745
Industrial	0	\$0
Other	0	\$0
Total	301,597	\$1,745

Instructions:

This information is used for PUCO annual assessment purposes pursuant to Section 4905.10, Revised Code. The reporting company shall report its intrastate gross earnings for the provision of retail services (e.g. Retail Electric Generation, Broker, Marketer, Governmental Aggregator) for which it is subject to certification by the PUCO under Section 4928, Revised Code. In addition, power providers please provide all corresponding sales of kilowatt hours of electricity. Sales of kilowatt hours of electricity are deemed to occur at the meter of the retail customer.

The reporting company shall maintain supporting and/or subsidiary records to separately record receipts and sales of electricity derived from operations other than in Ohio. Information presented herein is subject to audit by the PUCO.

IN ORDER TO ENSURE THAT PUCO CORRESPONDENCE IS DIRECTED TO THE APPROPRIATE
PERSON AT THE CORRECT ADDRESS, PLEASE COMPLETE THE FOLLOWING.

Docketing Contact Information

shylagardner@malhotragroupinc.com

Email

Shyla Gardner

Business Manager

Name

Title

7697 Innovation Way, STE 200 Mason, OH 45040

Address

(513) 701-0387

Phone Number (including Area Code)

Fiscal Contact Information

shylagardner@malhotragroupinc.com

Email

Shyla Gardner

Business Manager

Name

Title

7697 Innovation Way, STE 200 Mason, OH 45040

Address

(513) 701-0387

Phone Number (including Area Code)



Public Utilities
Commission

Affidavit for the Filing of the
Annual Report of a Regulated
Entity

REQUIRED VERIFICATION:

The Annual Report of a Regulated Entity to the Commission must be verified by an authorized officer of the Reporting Entity, pursuant to Ohio Revised Code Section 4905.14(A)(1).

State of: Ohio
County of: Warren

Affiant's Name: Ramesh Malhotra
Affiant's Title: Managing Member
Reporting Entity: Global Energy Services, LLC

OATH:

The undersigned, being duly sworn, states that s/he is authorized to file the foregoing Annual Report to the Public Utilities Commission of Ohio on behalf of the above-named Reporting Entity; that to the best of her/his knowledge, information, and belief, all statements of fact contained therein, including any supporting schedules, are true, and that said Annual Report is a correct statement of the business and affairs of the Reporting Entity in respect to each and every matter set forth during the reporting period identified therein.

If applicable, the employee, agent, accounting firm or other third party company indicated below is hereby authorized to electronically file said Annual Report on my behalf.

Filer's Name: Styla Gardner
Filer's Title: Business Manager
Filer's Company: Global Energy Services, LLC

Ramesh Malhotra
(Signature of Affiant)

Sworn and subscribed before me this 31st day of May, 2015.

Brenda N. Clark
Signature of Notary

Print name of Notary: BRENDA N. CLARK

My commission expires on: 2-18-2019



DECLARATION OF FILER:

The above indicated Filer, if applicable, hereby verifies that the Annual Report being electronically filed with the Public Utilities Commission of Ohio on behalf of the above-named Reporting Entity accurately reflects all statements of fact as authorized by the above-named Affiant.

[Signature]
(Signature of Filer)

Global Energy Services, LLC

Exhibit C-2 “ SEC Filings”

Global Energy Services, LLC does not trade securities for its own account or on behalf of its customers, and is not required to file with the Securities and Exchange Commission.

Global Energy Services, LLC

Exhibit C-3 "Financial Statements"

Global Energy Services, LLC is a small company and at this time we do not have audited financial statements. Attached, as "Exhibit C-3 Attachment A", are copies of the two most recent years of unaudited financial statements.

Exhibit C-3
Attachment A

Global Energy Services
Balance Sheet
December 31, 2014

ASSETS

Current Assets		
Checking Account-5/3rd	\$	17,673.16
Checking Account - LCNB		401.00
Commissions Inc. Due		<u>6,712.20</u>
Total Current Assets		24,786.36
Property and Equipment		
Furn, Fix, and Equipment		2,087.26
Computer Equipment		10,586.73
Accum Depr - Furn, Fix, Equip		(2,087.26)
Accum Depr - Computers		<u>(10,078.46)</u>
Total Property and Equipment		508.27
Other Assets		
Accts Recvbl - RM (Eco)		155,000.00
Investment - Solar		<u>224,323.00</u>
Total Other Assets		<u>379,323.00</u>
Total Assets	\$	<u><u>404,617.63</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	1,864.96
Commissions Payable		8,128.05
Note Payable - MFLLC		74,764.83
Note Payable - RM Personal		5,000.00
A/P - Coal Network		194,600.00
A/P - GTN-Infocus		10,000.00
Interest Payable -Coal Network		<u>17,354.90</u>
Total Current Liabilities		311,712.74
Long-Term Liabilities		
Total Long-Term Liabilities		<u>0.00</u>
Total Liabilities		311,712.74
Capital		
Beginning Balance Equity		(247,492.51)
Retained Earnings		(71,215.53)
Paid in Capital - CEI		454,000.00
Net Income		<u>(42,387.07)</u>
Total Capital		<u>92,904.89</u>
Total Liabilities & Capital	\$	<u><u>404,617.63</u></u>

Unaudited - For Management Purposes Only

Global Energy Services
Income Statement
For the Twelve Months Ending December 31, 2014

	Current Month		Year to Date	
Revenues				
Commissions Income	\$ 11,469.20	1,424.39	\$ 97,895.55	112.10
Interest Income	0.00	0.00	94.50	0.11
Invest Inc-Sustain New Energy	(10,664.00)	(1,324.39)	(10,664.00)	(12.21)
Total Revenues	<u>805.20</u>	<u>100.00</u>	<u>87,326.05</u>	<u>100.00</u>
Cost of Sales				
Cost of Sales	<u>13,499.68</u>	<u>1,676.56</u>	<u>82,565.93</u>	<u>94.55</u>
Total Cost of Sales	<u>13,499.68</u>	<u>1,676.56</u>	<u>82,565.93</u>	<u>94.55</u>
Gross Profit	<u>(12,694.48)</u>	<u>(1,576.56)</u>	<u>4,760.12</u>	<u>5.45</u>
Expenses				
Bad Debt Expense	15,000.00	1,862.89	15,000.00	17.18
License Fees Expense	0.00	0.00	100.00	0.11
Other Taxes Expense	0.00	0.00	308.56	0.35
Travel Expense	0.00	0.00	2,773.64	3.18
Meals & Entertainment Expense	0.00	0.00	257.75	0.30
Other Office Expense	0.00	0.00	1,218.51	1.40
Commissions and Fees Expense	0.00	0.00	20,756.08	23.77
Professional Fees Expense	0.00	0.00	607.00	0.70
Freight Expense	0.00	0.00	14.41	0.02
Service Charge Expense	3.00	0.37	36.00	0.04
Interest Expense	506.30	62.88	5,990.72	6.86
Depreciation Expense	84.52	10.50	84.52	0.10
Total Expenses	<u>15,593.82</u>	<u>1,936.64</u>	<u>47,147.19</u>	<u>53.99</u>
Net Income	\$ <u>(28,288.30)</u>	<u>(3,513.20)</u>	\$ <u>(42,387.07)</u>	<u>(48.54)</u>

For Management Purposes Only

Exhibit C-3
Attachment A

Global Energy Services
Balance Sheet
June 30, 2015

ASSETS

Current Assets		
Checking Account-5/3rd	\$	11,036.30
Commissions Inc. Due		<u>5,379.05</u>
Total Current Assets		16,415.35
Property and Equipment		
Furn, Fix, and Equipment		2,087.26
Computer Equipment		10,586.73
Accum Depr - Furn, Fix, Equip		(2,087.26)
Accum Depr - Computers		<u>(10,078.46)</u>
Total Property and Equipment		508.27
Other Assets		
Accts Recvbl - RM (Eco)		155,000.00
Investment - Solar		<u>224,323.00</u>
Total Other Assets		<u>379,323.00</u>
Total Assets	\$	<u><u>396,246.62</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	1,194.75
Commissions Payable		5,071.63
Note Payable - MFLLC		65,035.93
Note Payable - RM Personal		(407.65)
A/P - Coal Network		194,600.00
A/P - GTN-Infocus		8,500.00
Interest Payable -Coal Network		<u>17,354.90</u>
Total Current Liabilities		291,349.56
Long-Term Liabilities		
Total Long-Term Liabilities		<u>0.00</u>
Total Liabilities		291,349.56
Capital		
Beginning Balance Equity		(247,492.51)
Retained Earnings		(113,602.60)
Paid in Capital - CEI		454,000.00
Net Income		<u>11,992.17</u>
Total Capital		<u>104,897.06</u>
Total Liabilities & Capital	\$	<u><u>396,246.62</u></u>

Unaudited - For Management Purposes Only

Global Energy Services
Income Statement
For the Six Months Ending June 30, 2015

	Current Month		Year to Date	
Revenues				
Commissions Income	\$ 5,379.05	100.00	\$ 37,311.28	100.00
Total Revenues	<u>5,379.05</u>	100.00	<u>37,311.28</u>	100.00
Cost of Sales				
Cost of Sales	<u>2,237.97</u>	41.61	<u>20,701.68</u>	55.48
Total Cost of Sales	<u>2,237.97</u>	41.61	<u>20,701.68</u>	55.48
Gross Profit	<u>3,141.08</u>	58.39	<u>16,609.60</u>	44.52
Expenses				
Other Office Expense	0.00	0.00	26.35	0.07
Commissions and Fees Expense	658.75	12.25	658.75	1.77
Freight Expense	166.63	3.10	166.63	0.45
Service Charge Expense	0.00	0.00	3.00	0.01
Interest Expense	<u>0.00</u>	0.00	<u>3,762.70</u>	10.08
Total Expenses	<u>825.38</u>	15.34	<u>4,617.43</u>	12.38
Net Income	\$ <u>2,315.70</u>	43.05	\$ <u>11,992.17</u>	32.14

Global Energy Services, LLC

Exhibit C-4 "Financial Arrangements"

Global Energy Services, LLC does not operate as a CRES, and does not have guarantees, bank commitments, contractual arrangements or credit agreements with a Financial Institute at this time.

Global Energy Services, LLC

Exhibit C-5 "Forecasted Financial Statement"

Global Energy Services, LLC has provided Forecasted Financial Statements attached and labeled as "Exhibit C-5 Forecasted Financial Statements".

[illegible]

AP - Coal Network	\$194,600.00	\$194,600.00	\$194,600.00	\$194,600.00	\$194,600.00	\$194,600.00	\$194,600.00	\$194,600.00	\$194,600.00	\$194,600.00	\$194,600.00	\$194,600.00
AP - GTN-Infocus	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
Interest Pay - Coal Network	\$17,354.90	\$17,354.90	\$17,354.90	\$17,354.90	\$17,354.90	\$17,354.90	\$17,354.90	\$17,354.90	\$17,354.90	\$17,354.90	\$17,354.90	\$17,354.90
Total Current Liabilities	\$293,860.01	\$295,708.18	\$298,364.43	\$298,364.43	\$298,364.43	\$298,364.43	\$298,364.43	\$298,364.43	\$298,364.43	\$301,684.74	\$301,684.74	\$301,684.74
Capital												
Beginning Balance Equity	-\$247,492.51	-\$247,492.51	-\$247,492.51	-\$247,492.51	-\$247,492.51	-\$247,492.51	-\$247,492.51	-\$247,492.51	-\$247,492.51	-\$247,492.51	-\$247,492.51	-\$247,492.51
Retained Earning	-\$113,602.60	-\$113,602.60	-\$113,602.60	-\$113,602.60	-\$113,602.60	-\$113,602.60	-\$113,602.60	-\$113,602.60	-\$113,602.60	-\$113,602.60	-\$113,602.60	-\$113,602.60
Paid In Capital - CEI	\$454,000.00	\$454,000.00	\$454,000.00	\$454,000.00	\$454,000.00	\$454,000.00	\$454,000.00	\$454,000.00	\$454,000.00	\$454,000.00	\$454,000.00	\$454,000.00
Net Income	\$11,992.17	\$5,904.30	\$12,973.25	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$16,293.56	\$11,880.86	\$16,293.56	\$11,880.86	\$16,293.56
Total Capital	\$104,897.06	\$98,809.19	\$105,878.14	\$105,878.14	\$101,465.44	\$105,878.14	\$101,465.44	\$109,198.45	\$104,785.75	\$109,198.45	\$104,785.75	\$109,198.45
TOTAL LIABILITIES & CAPITAL	\$398,757.07	\$394,517.37	\$404,242.57	\$404,242.57	\$399,829.87	\$404,242.57	\$399,829.87	\$410,883.20	\$406,470.50	\$410,883.20	\$406,470.50	\$410,883.20

Exhibit C-5 "Forecasted Financial Statements"

GLOBAL ENERGY SERVICES, LLC

FORECASTED TWENTY FOUR MONTH INCOME STATEMENT

October 2015 through September 2017

PROJECTED INCOME STATEMENT	4th QTR		1st QTR		2nd QTR		3rd QTR		4th QTR		1st QTR		2nd QTR		3rd QTR		4th QTR		1st QTR		2nd QTR		3rd QTR		4th QTR		1st QTR		2nd QTR		3rd QTR		4th QTR	
	2015	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	2016	
Revenues																																		
Commissions Income	\$21,250.00	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	
Total Revenues	\$21,250.00	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	\$26,562.50	
Cost of Sales																																		
Cost of Sales	\$10,625.00	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	
Total Cost of Sales	\$10,625.00	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	
Gross Profit	\$10,625.00	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	\$13,281.25	
Expenses																																		
Other Office Expense	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	
Interest Expense	\$3,762.70	\$0.00	\$0.00	\$3,762.70	\$0.00	\$0.00	\$3,762.70	\$0.00	\$0.00	\$3,762.70	\$0.00	\$0.00	\$3,762.70	\$0.00	\$0.00	\$3,762.70	\$0.00	\$0.00	\$3,762.70	\$0.00	\$0.00	\$3,762.70	\$0.00	\$0.00	\$3,762.70	\$0.00	\$0.00	\$3,762.70	\$0.00	\$0.00	\$3,762.70	\$0.00	\$0.00	
Commissions and Fee Expense	\$650.00	\$0.00	\$0.00	\$650.00	\$0.00	\$0.00	\$650.00	\$0.00	\$0.00	\$650.00	\$0.00	\$0.00	\$650.00	\$0.00	\$0.00	\$650.00	\$0.00	\$0.00	\$650.00	\$0.00	\$0.00	\$650.00	\$0.00	\$0.00	\$650.00	\$0.00	\$0.00	\$650.00	\$0.00	\$0.00	\$650.00	\$0.00	\$0.00	
Other Expenses	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00	
Total Expenses	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	\$308.00	\$4,720.70	
Net Income	\$5,904.30	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	\$12,973.25	\$8,560.55	

Global Energy Services, LLC

Exhibit C-6 "Credit Rating"

And

Exhibit C-7 "Credit Report"

Global Energy Services, LLC is a small company. Attached is a current Dun and Bradstreet Report. This report shows not only the companies Credit Rating, (which is blank due to the size and limited business has had up to this point), but also provides the Credit Report required for this application.



GLOBAL ENERGY SERVICES, LLC

DUNS: 80-779-7936

Business Information Report

Company Information

7697 Innovation Way Ste 200
Mason, OH 45040

This is a **single location** location.

Telephone (217) 213-1055

Stock Symbol: NA

Year Started 2006

Employees 2

Financial Statement

Sales NA

Net Worth NA

History: NA

Financial Condition: NA

Financing: NA

SIC: 8748

Line of Business: Business consulting services

Corporate Family:

This business is a single location of the corporate family.

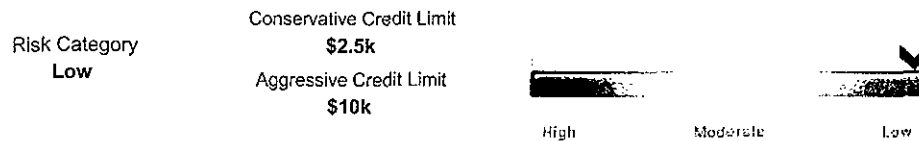
Scores

PAYDEX®

Score Not Available

You must have three reported payment experiences, from at least two different vendors, to establish a PAYDEX® score. To ensure all of your payments are reflected in your credit file, add trade references to your report. Visit the Action Center to learn more.

Credit Limit Recommendation



D&B Rating®

Rating

--

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

Below is an overview of the company's rating history since 01/24/2011

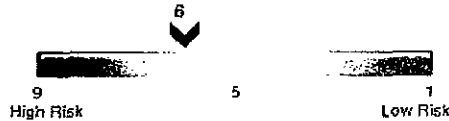
2011-01-24

2011-01-24

The Summary Analysis section reflects information in D&B's file as of August 24, 2015

D&B Viability Rating

Viability Score

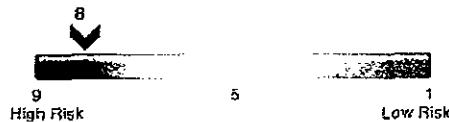


Compared to ALL US Businesses within the D&B Database:

- Level of Risk: **Moderate Risk**
- Businesses ranked 6 have a probability of becoming no longer viable: **13%**
- Percentage of businesses ranked 6: **30%**
- Across all US businesses, the average probability of becoming no longer viable: **14%**

8

Portfolio Comparison



Compared to ALL US Businesses within the D&B Database:

- Model Segment: **Limited Trade Payments**
- Level of Risk: **High Risk**
- Businesses ranked 8 within this model segment have a probability of becoming no longer viable: **17%**
- Percentage of businesses ranked 8 within this model segment: **15%**
- Within this model segment, the average probability of becoming no longer viable: **11%**

Data Depth Indicator



Data Depth Indicator:

Rich Firmographics
Partial Commercial Trading Activity
No Financial Attributes

Q

Company Profile

Financial Data	Trade Payments	Company Size	Years in Business
Not Available	Available (1-2 Trade)	Small	Established

Compared to ALL US Businesses within the D&B Database:

- Financial Data: **Not Available**
- Trade Payments: **Available: 1-2 Trade**
- Company Size: **Small: Employees: <10 and Sales: <\$10K or Missing**
- Years in Business: **Established: 5+**

History & Operations

History

The following information was reported: 06/18/2014

Officer(s):

RAMESH MALHOTRA, MNG MBR

ELLEN HEWITT, CFO

The Ohio Secretary of State's business registrations file showed that Global Energy Services, LLC was registered as a Limited Liability Company on July 27, 2005.

Ownership information provided verbally by Ellen Hewitt, CFO, on Jan 09 2013.

Business started 2006.

RAMESH MALHOTRA. Antecedents are unknown.

ELLEN HEWITT. Antecedents are unknown.

Business address has changed from 1111 Western Row Rd, Mason, OH, 45040 to 7697 Innovation Way, Mason, OH, 45040.

Operations

06/18/2014

Description:

Provides business consulting services (100%).

Terms are undetermined. Sells to commercial concerns. Territory : United States.

Employees: 2 which includes partners.

Facilities: Rents premises in a building.

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations than if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

8748 0000 Business consulting, nec

NAICS:

541618 Other Management Consulting Services

Payments

PAYDEX®

Score Not Available

You must have three reported payment experiences, from at least two different vendors, to establish a PAYDEX® score. To ensure all of your payments are reflected in your credit file, add trade references to your report. Visit the Action Center to learn more.

Payments Summary

Total (Last 24 Months): 1

Global Energy Services, LLC
Exhibit C-6 "Credit Rating" and Exhibit C-7 "Credit Report"

	Received	Amount	Payment Summary	Terms	Days	Days	Days	Days
	03/2015	\$50	\$0	6-12 mos	0	0	0	0
Top Industries								
Nondeposit trust	1	\$50.00	\$50.00	100%	0	0	0	0
Other Categories								
Cash experiences	0	\$0	\$0	--	--	--	--	--
Unknown	0	\$0	\$0	--	--	--	--	--
Unfavorable comments	0	\$0	\$0	--	--	--	--	--
Placed for collections with D&B:	0	\$0	\$0	--	--	--	--	--
Other	0	N/A	\$0	--	--	--	--	--
Total in D&B's file	1	\$50	\$50	--	--	--	--	--
The highest Now Owes on file is \$0								
The highest Past Due on file is \$0								
There are 1 payment experience(s) in D&Bs file for the most recent 24 months, with 0 experience(s) reported during the last three month period.								

Payments Details

Total (Last 24 Months): 1

Month	Payment Received	Now Owes	Past Due	Days	Days	Days
03/2015	Ppt	\$50	\$0	\$0	--	6-12 mos

Payments Detail Key: ■ 30 or more days beyond terms

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

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

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

Banking and Finance

Statement Update

Key Business Ratios from D&B

We currently do not have enough information to generate the graphs for the selected Key Business Ratio.

- This Company

Key Financial Comparisons

	2018	2017	2016
This Company's Operating Results Year Over Year			
Net Sales	NA	NA	NA
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capital	NA	NA	NA
This Company's Assets Year Over Year			
Cash	NA	NA	NA
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets	NA	NA	NA
Other Non Current	NA	NA	NA
Total Assets	NA	NA	NA
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA
Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current Liabilities	NA	NA	NA
Total Current Liabilities	NA	NA	NA
Other Long Term and Short Term Liabilities	NA	NA	NA
Deferred Credit	NA	NA	NA
Net Worth	NA	NA	NA
Total Liabilities and Net Worth	NA	NA	NA



We currently do not have any recent financial statements on file for your business. Submitting financial statements can help improve your D&B scores. To submit a financial statement, please call customer service at 800-333-0505.

Key Business Ratios

Global Energy Services, LLC
Exhibit C-6 "Credit Rating" and Exhibit C-7 "Credit Report"

Solvency			
Quick Ratio	NA	NA	NA
Current Ratio	NA	NA	NA
Current Liabilities to Net Worth	NA	NA	NA
Current Liabilities to Inventory	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets to Net Worth	NA	NA	NA
Efficiency			
Collection Period	NA	NA	NA
Inventory Turn Over	NA	NA	NA
Sales to NWC	NA	NA	NA
Acct Pay to Sales	NA	NA	NA
Profitability			
Return on Sales	NA	NA	NA
Return on Assets	NA	NA	NA
Return on NetWorth	NA	NA	NA

Public Filings

Summary

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

Public Filing	Count	Expiration Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	2	09/26/08

The following Public Filing data is for information purposes only and is not the official record.
Certified copies can only be obtained from the official source.

Judgments

We currently don't have enough data to display this section

Liens

We currently don't have enough data to display this section

Suits

We currently don't have enough data to display this section

UCC Filings

Global Energy Services, LLC
Exhibit C-6 "Credit Rating" and Exhibit C-7 "Credit Report"

Collateral: All Assets
Type: Original
Sec.Party: FIRST FINANCIAL BANK, N.A., HAMILTON, OH
Debtor: GLOBAL ENERTGY CONSULTANTS, LLC
Filing No.: OH00106755591
Filed With: SECRETARY OF STATE/UCC DIVISION, COLUMBUS, OH
Date Filed: 09/21/06
Latest Info Received: 09/29/06

Collateral: NA
Type: Original
Sec.Party: COAL NETWORK, INC., MASON, OH
Debtor: GLOBAL ENERGY CONSULTANTS, LLC
Filing No.: OH00129849365
Filed With: SECRETARY OF STATE/UCC DIVISION, COLUMBUS, OH
Date Filed: 09/26/08
Latest Info Received: 10/16/08

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

Government Activity

Summary

Borrower (Dir/Guar): NO
Administrative Debt: NO
Contractor: NO
Grantee: NO
**Party excluded
from federal program(s):** NO
Possible Candidate:
Labor Surplus Area: N/A
Small Business: YES (2015)
8(A) Firm: N/A

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

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

Special Events

01/10/2013

Business address has changed from 1111 Western Row Rd, Mason, OH, 45040 to 7697 Innovation Way, Mason, OH, 45040.

The Chief Executive Officer is now Ramesh Malhotra, Mng Mbr.

Corporate Linkage

Global Energy Services, LLC
Exhibit C-6 "Credit Rating" and Exhibit C-7 "Credit Report"

Parent

GLOBAL ENERGY SERVICES, LLC	80-779-7936	MASON, OHIO
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Global Energy Services, LLC

Exhibit C-8 "Bankruptcy Information"

Global Energy Services, LLC has had no reorganizations, protection from creditors, or any other bankruptcy filings or by our parents company.

Global Energy Services, LLC

Exhibit C-9 "Merger Information"

Global Energy Services, LLC has had no merger or dissolution since last filing for certification.

Global Energy Services, LLC

Exhibit D-1 "Operations"

Global Energy Services operations consists of a management, and office support staff located at the company's headquarters in Mason, Ohio. We currently have a sales staff of three people across the mid-west, and are currently in the process of growing.

The current operations are set up to act as a broker for electricity only, and we would now like to offer our customer base natural gas solutions as well. Global Energy Services will operate only as a Competitive Retail Natural Gas Broker at this time. Therefore we feel our current operations will fulfill requirements for the business.

Global Energy Services, LLC

Exhibit D-2 “Operations Expertise”

Currently Global Energy Services has expertise in acting as an electricity broker to various customers throughout the mid-west. Our expertise is in sales, marketing, and the back office support functions required to service the business. As a broker, we rely on technical and operational expertise from our actual suppliers. Our plan is to use the same business model for selling competitive natural gas at this time.

Global Energy Services, LLC

**Exhibit D-3
"Key Technical Personnel"**

Shyla Gardner

Business Manager

sgardner@globalmc2.com

Office: 513-701-0387

Background: Manager of our aggregation and power brokers for Global Energy Services, LLC as well as our two sales consultants.

Tim Patterson

Director of Business Development

tpatterson@gnrmc.com

office: 513-701-0394

Background: Sales, marketing, and general business functions in the energy business for over 10 years.

Due to the fact we are only a competitive natural gas broker; the majority of our technical personnel will be in our partnerships with our natural gas suppliers.