

## **CERTIFICATION FILING INSTRUCTIONS COMPETITIVE RETAIL NATURAL GAS BROKERS/AGGREGATORS**

**I. Where to File:** Applications should be sent to: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus Ohio 43215-3793.

**II. What to File:** Applicant must submit one original notarized application signed by a principal officer and three copies including all exhibits, affidavits, and other attachments. All attachments, affidavits, and exhibits should be clearly identified. For example, Exhibit A-12 should be marked "Exhibit A-12 'Corporate Structure.'" All pages should be numbered and attached in a sequential order.

**III. Which Forms to File:** Entities, other than governmental aggregators, that will aggregate customers or suppliers to provide competitive retail natural gas services must file a "**Certification Application for Retail Natural Gas Brokers/Aggregators**" form. Governmental aggregators must file a "**Certification Application for Governmental Aggregators**" form and retail natural gas suppliers must file a "**Certification Application for Retail Natural Gas Suppliers**" form. If a broker/aggregator will provide competitive retail natural gas marketer services, in addition to broker and aggregator services, it must file a "**Certification Application for Retail Natural Gas Suppliers**" form. Checkboxes are provided on the form to indicate desired status.

A summary of CRNGS definitions (from the Commission's certification rules) is provided below to help applicants determine which application form to use. Three separate application forms are provided, one each for the following services.

- ☐ **Competitive Retail Natural Gas Supplier (Marketer, Broker, Aggregator)**
- ☐ **Competitive Retail Natural Gas Broker/Aggregator**
- ☐ **Ohio Natural Gas Governmental Aggregator**

### **IV. Certified Entity Service Definitions:**

**Competitive Retail Natural Gas Service** - any retail natural gas service that may be competitively offered to consumers in this state.

**Competitive Retail Natural Gas Supplier** - a person that is engaged in a for-profit or not for-profit basis in the business of supplying or arranging for the supply of a CRNGS to consumers in this state that are not mercantile customers. "Retail natural gas supplier" includes a marketer, broker, or aggregator, but excludes a natural gas company, a governmental aggregator, a billing or collection agent, and a producer or gatherer of gas that is not a natural gas company.

**Competitive Retail Natural Gas Marketing Service** - assuming the contractual and legal responsibility for the sale and provision of CRNGS to a retail natural gas customer in this state and having title to natural gas at some point during the transaction.

**Competitive Retail Natural Gas Brokerage Service** – assuming the contractual and legal responsibility for the sale and/or arrangement for the supply of CRNGS to a retail customer in this state without taking title to the natural gas.

**Competitive Retail Natural Gas Broker** - a person who provides retail natural gas brokerage service.

**Competitive Retail Natural Gas Aggregation Service** - combining the natural gas load of multiple retail residential customers or small commercial customers via an agreement with the customers for the purpose of purchasing retail natural gas service on an aggregated basis.

**Competitive Retail Natural Gas Aggregator** - a person who contracts with customers to combine the customers' natural gas load for the purposes of purchasing CRNGS on an aggregated basis.

**Natural Gas Governmental Aggregator** - The legislative authority of a municipal corporation, the board of township trustees, or a board of county commissioners acting exclusively under Section 4929.26 or 4929.27 of the Revised Code as an aggregator for the provision of CRNGS. For the purposes of this definition, "governmental aggregator" specifically excludes a municipal corporation acting exclusively under Section 4 of Article XVIII, Ohio Constitution, as an aggregator for the provision of CRNGS.

**V. Application Form:** The application is available on the Commission's web site, [www.puco.ohio.gov](http://www.puco.ohio.gov) or directly from the Commission at: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus Ohio 43215-3793.

**VI. Confidentiality:** An applicant may file financial statements, financial arrangements, and forecasted financial statements under seal. If these exhibits are filed under seal, they will be afforded protective treatment for a period of six years from the date of the certificate for which the information is being provided.

An applicant may file a motion for a protective order for other information not filed under seal per the previous paragraph. If the motion is filed in conformance with rule 4901:1-27-07 of the Administrative Code, it shall be automatically approved on the thirty-first day after the date of filing and the information shall be afforded protective treatment for a period of six years from the date of the certificate for which the information is being provided, unless the commission or an attorney examiner appointed by the commission rules otherwise.

At the expiration of the six-year period provided for in the previous paragraphs, the information will be automatically released into the open record. An applicant wishing to extend a protective order beyond the six-year time period must comply with paragraph (F) of rule 4901-1-24 of the Administrative Code.

**VII. Commission Process for Approval:** An application for certification shall be made on forms approved and supplied by the Commission. The applicant shall complete the appropriate application form in its entirety and supply all required attachments, affidavits, and evidence of capability specified by the form at the time an application is filed. The Commission certification process begins when the Commission's Docketing Division receives and time/date stamps the application. An incomplete application may be suspended or rejected. An application that has been suspended as incomplete may cause delay in certification.

The Commission may approve, suspend, or deny an application within 30 days. If the Commission does not act within 30 days, the application is deemed automatically approved on the 31<sup>st</sup> day after the official filing date. If the Commission suspends the application, the Commission shall notify the applicant of the reasons for such suspension and may direct the applicant to furnish additional information.

The Commission shall act to approve or deny a suspended application within 90 days of the date that the application was suspended. Upon Commission approval, the applicant shall receive notification of approval and a numbered certificate that specifies the service(s) for which the applicant is certified and the dates for which the certificate is valid.

Unless otherwise specified by the Commission, a competitive retail natural gas service provider's certificate is valid for a period of two years, beginning and ending on the dates specified on the certificate. The applicant may renew its certificate in accordance with Rule 4901:1-27-09 of the Ohio Administrative Code.

CRNGS(competitive retail natural gas service) providers shall inform the Commission of any material change to the information supplied in a certification application within thirty days of such material change in accordance with Rule 4901:1-27-11 of the Ohio Administrative Code.

**VIII. Contractual Arrangements for Capability Standards:** If the applicant is relying upon contractual arrangements with a third-party, to meet any of the certification requirements, the applicant must provide with its application all of the following:

- ☐ The legal name of any contracted entity;
- ☐ A statement that a valid contract exists between the applicant and the third-party;
- ☐ A detailed summary of the contract(s), including all services provided thereunder; and
- ☐ The documentation and evidence to demonstrate the contracting entity's capability to meet the requirements as if the contracting entity was the applicant.

**IX. Questions:** Questions regarding filing procedures should be directed to [CRNGS@puc.state.oh.us](mailto:CRNGS@puc.state.oh.us)

**X. Governing Law:** The certification/renewal of CRNGS suppliers is governed by Chapters 4901:1-27 and 4901:1-29 of the Ohio Administrative Code, and Section 4929.20 of the Ohio Revised Code.

PUCO USE ONLY - Version 1.07		
Date Received	Case Number	Certification Number
	- GA-AGG	

## 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      CAPITAL CO-OPERATIVE SERVICES, LLC  
 Address        200 E. CAMPUS VIEW BLVD., SUITE 200  
                     COLUMBUS, OHIO 43235  
 Telephone No.   614-395-5013      Web site Address    UNDER CONSTRUCTION

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

Name            CAPITAL COOPERATIVE SERVICES, LLC  
 Address        200 E. CAMPUS VIEW BLVD., SUITE 200, COLUMBUS, OHIO 43235  
 Web site Address   UNDER CONSTRUCTION      Telephone No.    614-395-5013

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

N/A      (START UP COMPANY)

**A-5 Contact person for regulatory or emergency matters:**

Name      KEVIN L. HARMON      Title      STATUTORY AGENT  
 Business Address   200 E. CAMPUS VIEW BLVD, SUITE 200, COLUMBUS, OHIO 43235  
 Telephone No.    614-395-5013    Fax No.   614-971-3325    Email Address    WHKHARMON@AOL.COM

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**A-6 Contact person for Commission Staff use in investigating customer complaints: (START UP COMPANY)**

Name **KEVIN L. HARMON** Title **STATUTORY AGENT**  
Business address **200 E. CAMPUS VIEW BLVD, SUITE 200, COLUMBUS, OH 43235**  
Telephone No. **614-395-5013** Fax No. **614-971-3325** Email Address **WHKHARMON@AOL.COM**

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

Customer service address **200 E. CAMPUS VIEW BLVD, SUITE 200, COLUMBUS, OH 43235**  
Toll-Free Telephone No. **NOT YET ESTABLISHED** Fax No. **614-971-3325** Email Address **WHKHARMON@AOL.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 **KEVIN HARMON** Title **STATUTORY AGENT**  
Business address **200 E. CAMPUS VIEW BLVD, SUITE 200, COLUMBUS, OH 43235**  
Telephone No. **614-395-5013** Fax No. **614-971-3325** Email Address **WHKHARMON@AOL.COM**

**A-9 Applicant's federal employer identification number 47-3849562**

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

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 Experion, Dun and Bradstreet, or a similar organization.
- C-8 Exhibit C-8 "Bankruptcy Information,"** provide a list and description of any reorganizations, protection from creditors, or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or 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

*[Signature]* STATUTORY AGENT

Sworn and subscribed before me this

9<sup>th</sup>

day of NOV.

Month

2015

Year

*Pamela S. Krites*

*Pamela S. Krites / Personal Banker*

Signature of official administering oath

Print Name and Title

My commission expires on

2-17-19



PAMELA S. KRITES  
Notary Public, State of Ohio  
My Commission Expires  
February 17, 2019



# The Public Utilities Commission of Ohio

## Competitive Retail Natural Gas Service Affidavit Form (Version 1.07)

In the Matter of the Application of )

CAPITAL CO-OPERATIVE SERVICES, LLC )  
for a Certificate or Renewal Certificate to Provide )  
Competitive Retail Natural Gas Service in Ohio. )

Case No. - -GA-AGG

County of FRANKLIN  
State of OHIO

KEVIN L. HARMON

[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

*[Signature]*, STATUTORY AGENT

Sworn and subscribed before me this

14 day of October Month 2015 Year

Signature of Official Administering Oath

Print Name and Title



TERESA RUST  
Notary Public, State of Ohio  
My Commission Expires  
December 19, 2017

12/19/17

(CRNGS Broker/Aggregator -Version 1.07) Page 7 of 7

## **EXHIBITS**

### **A-14 Exhibit A-14 “Principal Officers, Directors & Partners”**

Managing Partner – Kimberly L. Harmon – 614-309-1015  
6980 Price-Hilliards Rd.  
Plain City, Ohio 43064

Vice President - Kevin L. Harmon – 614-395-5013  
1616 Tendril Ct.  
Columbus, Ohio 43229

### **A-15 Exhibit A-15 “Corporate Structure”**

Limited Liability Company – No Subsidiary Companies

### **A-16 Exhibit A-16 “Company History”**

New Start Up Company

### **A-17 Exhibit A-17 “Articles of Incorporation and Bylaws”**

LLC – Paper Attached

### **A-18 Exhibit A-18 “Secretary of State”**

LLC - Papers Attached

## **B. APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE**

### **B-1 Exhibit B-1 “Jurisdictions of Operation”**

Start Up Company – Will Operate in Ohio Only

### **B-2 Exhibit B-2 “Experience & Plans”**

We Have Three Years Experience Selling for Other Brokers to Businesses in Central Ohio. We Do Not Provide Billing to Customers – All Products Sold are Billed Through the Utility by the Retail Generation Providers We Sell For. The Contracts Signed by Customers are Provided by the Large Retail Generation Providers We Represent. Customers are Provided with Our Office Address and Phone Numbers.

**B-3 Exhibit B-3 "Summary of Experience"**

We Have Three Years Experience Representing Retail Generation Providers Through Other Brokers. We Will Start with About Fifty Customers.

**B-4 Exhibit B-4 "Disclosure of Liabilities and Investigations"**

We are a Start Up with No Liabilities or Investigations.

**C. APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE**

**C-1 Exhibit C-1 "Annual Reports"**

We are a Start Up - No Financial Statements or Annual Reports Currently

**C-2 Exhibit C-2 "SEC Filings"**

We are a Start Up – LLC Paperwork Attached – No SEC Filing Required

**C-3 Exhibit C-3 "Financial Statements"**

We are a Start Up – No Financial Statements Prepared Yet.

**C-4 Exhibit C-4 "Financial Arrangements"**

Our Sales People Work on Commission Only. We Have Opened a Bank Account to Fund Daily Operations. Our Accountant is Gillett Associates –  
8844 Commerce Loop Dr., Columbus, OH 43240 – (614)-848-3300.  
No Financial Statements Prepared Presently.

**C-6 Exhibit C-6 "Credit Rating"**

No Credit Rating Established Presently.

**C-7 Exhibit C-7 "Credit Report"**

No Credit Involved – Start Up

**C-8 Exhibit C-8 "Bankruptcy Information"**

We are a Start Up-No Parent Company or Other Affiliation with any Organization.

**C-9 Exhibit C-9 "Merger Informaton"**

Not Available – Does Not Apply

**D. APPLICANT TECHNICAL CAPABILITY**

**D-1 Exhibit D-1 "Operatons"**

We Will Sell Retail Gas to Clients in Ohio Supplied by Large Supplier Doing Business in Ohio.

**D-2 Exhibit D-2 "Operations Expertise"**

We Have Had Three Years Experience Selling for Another Broker.

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

Managing Partner – Kimberly L. Harmon – 614-309-1015

6980 Price-Hilliards Rd.

Plain City, Ohio 43064

[kim@capitalutilitiespartners.com](mailto:kim@capitalutilitiespartners.com)

Vice President - Kevin L. Harmon – 614-395-5013

1616 Tendril Ct.

Columbus, Ohio 43229

[whkharmon@aol.com](mailto:whkharmon@aol.com)

Sales Manager - Clark E. Harmon – 614-395-5010

5050 Vinington Place

Dublin, Ohio 43016

[clark@capitalutilitiespartners.com](mailto:clark@capitalutilitiespartners.com)

**Capital Co-Operative Services, LLC  
OPERATING AGREEMENT**

This Operating Agreement is entered into this 24th day of April, 2015, by and among Kevin L. Harmon ("Member"), Kimberly L. Harmon ("Member") and Capital Co-Operative Services, LLC

**WHEREAS**, the Members have formed a Limited Liability Company pursuant to Section 1705.01, et seq. of the Ohio Revised Code, the Articles of Organization for which were filed on April 24, 2015.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained and the mutual rights and obligations of each party hereunder, it is hereby agreed by and among the parties as follows:

1. **Agreement.** The Members hereto agree to become associated for the purpose of carrying on a business pursuant to Section 1705.01, et seq. of the Ohio Revised Code as a Limited Liability Company.

2. **Name.** The name of the Limited Liability Company shall be **Capital Co-Operative Services, LLC** (hereinafter referred to as the "Company").

3. **Place of Business.** The principal office and place of business shall be 200 Campusview Boulevard, Suite 200, Columbus, Ohio 43235.

4. **Statutory Agent.** Kevin L. Harmon shall be appointed statutory agent of the Company.

5. **Purpose.** The purpose of the Company shall be as follows:

(a) To engage in the marketing of pooled energy acquired from commodity energy markets and such other business as it may deem appropriate in the future;

(b) To carry out its purposes, the Company is authorized to do any and all acts and things necessary, appropriate, proper, advisable, convenient or incidental to or for the furtherance and accomplishment of its purpose and for the benefit of the Members.

6. **Term:** The term of the Company shall begin on the date of its organization and shall be perpetual in nature.

7. **Equity of the Company:**

(a) The initial capital contribution that each Member shall make is as follows:

(i) The total initial capital contribution shall be \$100.00;

(ii) Kevin L. Harmon shall contribute the sum of \$1.00 in cash.

(iii) Kimberly L. Harmon shall contribute \$99.00 in cash.

The capital contributions as set forth above shall be paid into the Company on the date this Agreement is

executed. Subsequent capital contributions as needed shall be determined by unanimous agreement of the Members and shall be contributed to the Company on the basis of the percentages set forth in Paragraph 8 hereof. The books of the Company shall reflect an individual capital account for each Member.

(b) Initially, the capital account of each Member shall be as follows: Kevin L. Harmon - \$1.00 and Kimberly L. Harmon - \$ 99.00. Such capital account shall be increased by (1) additional capital contributions paid and permitted by this Agreement or resulting from the terms of this Agreement; (2) the distributive share of the Company's income (including income exempt from taxation) and net gains (or item thereof) as provided in this Agreement. Such capital accounts shall be decreased by (1) distributions of cash and the fair market value of property (net of all liabilities attached thereto) distributed to any Member, (2) Company losses and deductions (or item thereof) and (3) the distributive share of expenditures described in the applicable sections of the Internal Revenue Code, as amended. The capital of a Member shall be credited or charged as provided in paragraphs 8 and 9 and shall otherwise appropriately reflect the transactions of the Company and the Member(s), and shall be maintained in strict accordance with sound tax accounting methods followed by the



Company. Notwithstanding the foregoing, upon liquidation and winding up of the Company, unsold Company property may be valued to determine a gain or loss which would have resulted if such property were sold, and the capital accounts of the Member(s) shall be adjusted to reflect how such gain or loss would have been allocated if such property had been sold at the assigned values.

B. In the event the Members shall determine that it is prudent to modify the manner in which the capital accounts or any credits or charges thereto, are computed in order to comply with such regulation, the Members may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to this Agreement upon dissolution of this Company. The Members shall adjust the amounts credited or charged to capital accounts with respect to (i) any property contributed to the Company or distributed to a Member and (ii) any liabilities that are secured by such contributed or distributed property or that are assumed by the Company or the Members, in the event the Members shall determine such adjustments are necessary and appropriate pursuant to applicable treasury regulations.

c. No interest shall be paid on the capital account of a Member.

8. **Ownership.** The ownership of the Company shall be divided among the Members and the profits and losses of the Company shall be shared by the Member(s) as follows:

Kevin L. Harmon - 1%

Kimberly L. Harmon - 99%

9. **Distribution of Profits and Losses.** The net profit and/or losses of the limited liability company shall, after payment of all expenses, be divided in accordance with the ownership percentages set forth in Paragraph 8 of this Agreement, on a basis consistent with admission of new partners, or on any other basis as the members may unanimously agree. Disproportionate draws and division of profits may be made as the members may unanimously agree which shall be charged to the respective capital accounts of the members in accordance with generally accepted accounting principles.

10. **Books and Accounting.**

Full and accurate accounts shall be kept of all matters relating to the business of the limited liability company, and books of account shall be kept at the business address of the Company. The books shall be maintained on a basis to be determined and the members shall meet every twelve months to balance, review, examine and discuss the financial records of the Company.

Pursuant to Ohio Revised Code Section 1705.28, the Company will keep the following information at the principal office:

- a) List of names and addresses of each member;
- b) Copy of Articles of Organization, Operating Agreement and all amendments to the same;
- c) Copies of federal, state and local tax returns for the past three years; and
- d) Copies of financial statements for the limited liability company for the past three years.

The members shall have reasonable access to the above listed information upon a written request which states the purpose for such request.

Failure of any member to object to the accuracy of the books and records within ninety (90) days upon receipt of said information shall be deemed a waiver of the member's right to so object, and the books and records shall be deemed correct.

11. **Management and Duties.**

(a) The Managers of the Company shall be as follows:

President:	Kevin L. Harmon
Secretary/Treasurer:	Kimberly L. Harmon

The Managers shall use their best efforts to carry out the purposes of the business and objectives of the Company and shall devote to the Company business such time as shall be reasonably required for its welfare and success.

(b) Except as otherwise provided in this Agreement, the Company shall take the following actions by the majority vote of the Members:

(i) Transfer or assign any interest in the Company to any third party;

(ii) Endorse any note or act as accommodation party or otherwise become surety for any person on behalf of the Company;

(iii) Do any act in contravention of the terms and conditions of this Agreement or do any act which makes it impossible to carry on the ordinary business of the Company;

(iv) Confess a judgment against the Company:

(v) Buy, sell, or mortgage real estate.

(c) The Members hereby appoint Kevin L. Harmon and Kimberly L. Harmon as the responsible Managers for the day to day operations of the Company. Each Member shall be considered to have equal management authority with respect to major policy decisions and the day to day operations of the Company.

12. **Compensation.** The Managers shall receive reasonable and equal compensation for their services rendered in performing their respective membership roles.

13. **Voting Rights.** Kevin L. Harmon shall have 1% of the voting and Kimberly L. Harmon shall have 99% of the voting rights associated with this Limited Liability Company.

14. **Membership Meetings.** The Managers of the limited liability company shall meet at least one time per year. The purpose of such meeting shall be to review the books and records of the limited liability Company for the preceding twelve months, plan for capital contributions during the following twelve month period and evaluate the management and operations of the Company. The results of the Evaluation shall be reported to the Member(s).

15. **Fiscal Year.** The Company shall adopt and report its operations for all purposes on a fiscal year ending December 31.

16. **Bank Accounts of the Company.** Bank accounts of the Company shall be maintained at such bank or banks (including savings and loans and mutual savings banks) in the Company's name as shall be designated by the Managers. All funds of the Company shall be deposited in such account or accounts and all withdrawals therefrom shall be made upon

checks by such person or persons as may be specified from time to time by the Members.

17. **Assignment of Membership Interest and Additional Member.** A Member may not retire from or sell, transfer, pledge or otherwise encumber its interest in the Company without first having offered its membership interest for purchase by the other Member or Members if there are multiple Members in the limited liability company at the time of an event triggering this paragraph. Such offer shall be upon the same terms and conditions as the Member has received from a bona fide purchaser of its membership interest. The Member(s) to whom the membership interest is offered shall have sixty (60) days from the date of the presentation of the written offer to consummate the purchase or the retiring Member may sell its membership interest without restriction.

If additional Members are admitted to the Company, the ownership of the Company and the sharing of profits and losses among the original Members as set forth in paragraph 8 shall decrease proportionately among such Members.

18. **Amendments.** This agreement contains the entire agreement between the Members but such agreement may be amended at any time upon agreement of all the Members.

19. **Dissolution and Termination of the Company.**

(a) The dissolution and termination of the Company shall be effective upon the happening of any of the following:

(i) The bankruptcy of the Company;

(ii) The sale or abandonment of all of the property of the Company;

(iii) The unanimous written consent or unanimous affirmative vote to dissolve the Company;

(iv) The retirement, resignation, or expulsion of any Member unless the remaining Members unanimously agree to continue the Company;

(v) The adjudication of bankruptcy or insolvency of any Member unless the remaining Members unanimously agree to continue the Company;

(vi) The adjudication of incompetency or death of any Manager unless the remaining Members unanimously agree to continue the Company. This section is subject to the provision for Transfers to Family as set forth in section 21 of this Agreement;

(b) Upon a dissolution and termination of the Company, its profits and losses shall continue to be divided among the Members during the period of liquidation in accordance with the provisions of Paragraph 8 herein. The proceeds of liquidation shall be distributed in the following order:

(i) To the creditors of the Company in order of priority as provided by law;

(ii) To the Members prorata in payment of any loans or advances made to the Company;

(iii) To the Members in respect of their prorata shares of profits from operations (adjusted for a short period, if necessary) for the year of liquidation;

(iv) To the Members, prorata, in respect of their capital accounts;

(v) To all members, prorata, according to their percentage of ownership as set forth in Paragraph 8.

Any deficit in the capital account of any Member arising out of events that transpire after the execution of this agreement shall be restored to the Company upon liquidation of the Company.

20. **Buyout in Event of Member's Death**

(a) In the event of the death of either Member, the remaining Member or the Company must in the event of a Member's death acquire the other Member's interest in the Company upon the terms set forth below. It is the intent of the Members and Managers that the Personal Representative and heirs of any deceased Member shall be obligated to sell the membership interest of the Member in which the Member had individual ownership rights at the time of the death of the Member.



(b) The purchase price in the event of a Member's death shall be based on the valuation placed on the Company by the Members at the annual meeting to determine that value which shall be held within thirty (30) days after the end of each fiscal year. Until the next valuation, the purchase price for a deceased Member's interest shall be the sum of \$100.00. The Company may acquire life insurance on the life of each Member. The Company will be the named beneficiary. The Company and the Members agree that the Company shall pay the value of the Member's interest to the personal representative of the deceased Member in exchange for a complete transfer of the Member's interest in the Company. The Company and the Members agree that any life insurance proceeds over and above the sum necessary to acquire the Membership interest of the deceased Member shall be applied to any outstanding mortgage indebtedness. These provisions shall apply in the event of the separate death of each Member. In the event of simultaneous death, it is the intent of the Members that the membership interest shall pass as defined in the estate plan of the respective Member.

In the event of a Member's death, it shall be the obligation of the Company to apply all life insurance proceeds received by reason of the death of a Member to the purchase price which payment shall be due upon receipt of such funds. The balance, if any, shall be paid in annual

payments of principal and interest which shall commence one year after the death of the Member. The interest rate shall be prevailing prime not to exceed ten (10) per cent. The rate shall change on July 24th and April 24th of each year.

(c) The terms of a buyout of the membership interest of a Member for any reason other than the death of a Manger shall be as negotiated by the Members at the time of the transfer and sale.

21. **Notices.** Any notice required or desired to be given to any Member of the Company shall be in writing and shall be deemed to be given to the Company when mailed by certified mail, return receipt requested, first class and postage prepaid, addressed to the Company at the address of its principal office; and to the Members when mailed by certified mail, return receipt requested, first class and postage prepaid, addressed to that Member at the address set forth herein, or at such other address as that Member may have previously specified to the Company in writing.

22. **Miscellaneous.**

(a) If any provision of this Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of the Agreement.

(b) This Agreement shall be binding upon all Members, their assigns, heirs and/or personal representatives.

(c) This Agreement shall be construed in accordance with the laws of the State of Ohio.

**IN WITNESS WHEREOF**, the members have hereunto executed this Agreement on the day and year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
KEVIN L. HARMON

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
KIMBERLY L. HARMON

\_\_\_\_\_  
\_\_\_\_\_

Capital Co-Operative Services,  
LLC

BY: \_\_\_\_\_  
KEVIN L. HARMON  
President



Form 533A Prescribed by:  
Ohio Secretary of State  
**JON HUSTED**  
Ohio Secretary of State

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

Mail this form to one of the following:

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

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

## Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$125

CHECK ONLY ONE (1) BOX

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

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

Name of Limited Liability Company Capital Co-operative Services, LLC

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

Effective Date  
(Optional)

                      
mm/dd/yyyy

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

This limited liability company shall exist for  
(Optional)

perpetual  
Period of Existence

Purpose  
(Optional)


### \*\*Note for Nonprofit LLCs

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

## ORIGINAL APPOINTMENT OF AGENT

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

Capital Co-operative Services, LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

Kevin L. Harmon

Name of Agent

200 Campus View Boulevard, Suite 200,

Mailing Address

Columbus

City

Ohio

State

43235

ZIP Code

## ACCEPTANCE OF APPOINTMENT

The undersigned,

Kevin L. Harmon

Statutory Agent Name

named herein as the statutory agent

for

Capital Co-operative Services, LLC

Name of Limited Liability Company

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

Statutory Agent Signature

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

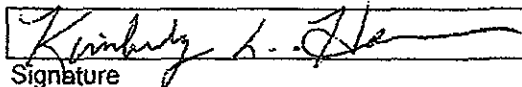
By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

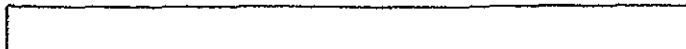
**Required**

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

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

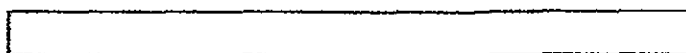
If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

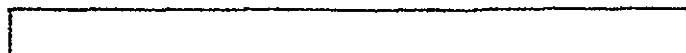
  
Signature



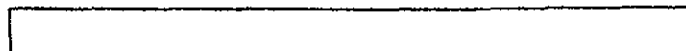
By (if applicable)

Kimberly L. Harmon  
Print Name

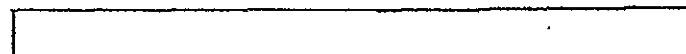
  
Signature



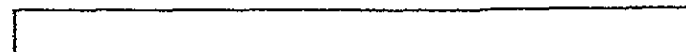
By (if applicable)



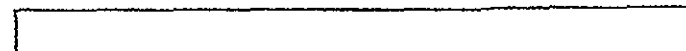
Print Name



Signature



By (if applicable)



Print Name

Date of this notice: 04-28-2015

Employer Identification Number:  
47-3849562

Form: SS-4

Number of this notice: CP 575 B

CAPITAL CO OPERATIVE SERVICES LLC  
KIMBERLY L HARMON MBR  
200 E CAMPUS VIEW BLVD STE 200  
COLUMBUS, OH 43235

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-3849562. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

04/15/2016

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**EIN Assistant**

Your Progress: 1. Identify 2. Authenticate 3. Addresses 4. Details 5. EIN Confirmation

Congratulations! Your EIN has been successfully assigned.

EIN Assigned: 47-3849562

Legal Name: CAPITAL CO OPERATIVE SERVICES LLC

**IMPORTANT:**

Save and/or print this page and the confirmation letter below for your permanent records.

The confirmation letter below is your official IRS notice and contains important information regarding your EIN.

 [CLICK HERE for Your EIN Confirmation Letter](#) [Help with saving and printing your letter](#)

Once you have saved or printed your letter, click "Continue" to get additional information about using your new EIN.

[Continue >>](#)**Help Topics**

- [What if I do not have access to a printer at this time?](#)
- [Can I access this letter at a later date?](#)





**\*201511301498\***

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
04/24/2015	201511301498	ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO. (LCP)	125.00	.00	.00	.00	.00

**Receipt**

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

CAPITAL CO-OPERATIVE SERVICES, INC.  
ATTN KEVIN L. HARMON  
200 CAMPBUS VIEW BV #200  
COLUMBUS, OH 43235

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted**

**2387349**

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

**CAPITAL CO-OPERATIVE SERVICES, LLC**

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

Document(s):  
**ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO.**

Document No(s):  
**201511301498**

**Effective Date: 04/20/2015**



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

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
24th day of April, A.D. 2015.

*Jon Husted*

Ohio Secretary of State