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UNITED
Energy Services

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December 22, 2015

Case No. 15-2089-EL-AGG

To Whom It May Concern,

Please find enclosed the corrected Exhibits for A-15 and A-14 for Case No. 15-2089-EL-AGG. A-15 includes the fictitious name registration in the state of Ohio and A-14 includes the articles of incorporation.

Sincerely,

Justin Bishop
772-260-8877

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 Sm Date Processed DEC 28 2015

9149 SW 49th Place
Suite 101

Gainesville, FL 32608

www.unitedenergyservices.com

EXHIBIT A-14: Articles of Incorporation

Documents enclosed:

1. TX Office of the Secretary of State: Certificate of Fact confirming Certificate of Formation for Dynamis Energy, LLC as a Domestic Liability Company.
2. TX Office of the Secretary of State: Certificate of Filing for Dynamis Energy, LLC to use the Assumed Name of United Energy Services
3. Articles of Incorporation

COMPANY AGREEMENT

OF

DYNAMIS ENERGY, LLC

A Texas Limited Liability Company

December 14, 2011

**COMPANY AGREEMENT
OF
Dynamis Energy, LLC
A Texas Limited Liability Company**

This COMPANY AGREEMENT (the "Agreement") OF DYNAMIS ENERGY, LLC, a Texas limited liability company (the "Company"), dated effective as of November __, 2011, is adopted by the undersigned as the initial Manager and Member of the Company.

**ARTICLE I
Definitions**

Section 1.1 Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated:

"*Agreement*" has the meaning given that term in the introductory paragraph to this document.

"*Business Day*" means any day other than a Saturday, Sunday, or a holiday on which national banking associations in the State of Texas are closed.

"*Capital Contribution*" means any contribution by a Member to the capital of the Company.

"*Certificate*" has the meaning given that term in Section 2.1.

"*Code*" means the Texas Business Organizations Code and any successor statute, as amended from time to time.

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

"*Majority Interest*" means Members holding among them at least a majority of all Sharing Ratios; provided, however, that, if a provision of this Agreement provides that a Majority Interest, for purposes of such provision, is to be calculated or determined without reference to one or more excluded Members, then, solely for purposes of such provision, "*Majority Interest*" shall mean Members, other than the excluded Members, holding among them at least a majority of all Sharing Ratios, other than Sharing Ratios held by such excluded Members.

"*Manager*" means the Persons named in the Certificate as managers of the Company and any Persons hereafter elected as manager of the Company as provided in this Agreement, but does not include any Person who has ceased to be a manager of the Company.

"*Member*" means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member in the Company.

"Membership Interest" or "Interest" means the interest of a Member in the Company and his or her rights with respect to the same, including, without limitation, rights to distributions (liquidating or otherwise), allocations, information, and to consent or approve acts or transactions.

"Officers" means the officers appointed pursuant to Article VII.

"Person" has the meaning given that term in Section 1.002(35)(A) of the Code.

"Proceeding" has the meaning given that term in Section 9.1.

"Sharing Ratio" initially means 100% with respect to Daniel Cook, with such ratio adjusted from time to time to reflect the admission of any additional Members.

"Tax Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

Other terms defined herein have the meanings so given them.

Section 1.2 Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. Except to the extent the context specifically indicates otherwise, all references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits refer to Exhibits attached hereto, each of which is made a part hereof for all purposes.

ARTICLE II **Organization**

Section 2.1 Formation. The Company has been organized as a Texas limited liability company by the filing of Certificate of Formation (the "*Certificate*") under and pursuant to the Code and the issuance of a certificate of formation for the Company by the Secretary of State of Texas, effective as of the date hereof.

Section 2.2 Name. The name of the Company is Dynamis Energy, LLC", and all Company business must be conducted in that name or such other names that comply with applicable law as the Managers may select from time to time.

Section 2.3 Registered Office; Registered Agent; Principal Office in the United States; Other Offices. The registered office of the Company required by the Code to be maintained in the State of Texas shall be the office of the registered agent of the Company. The registered agent of the Company in the State of Texas shall be the initial registered agent named in the Certificate or such other Person or Persons as the Managers may designate from time to time in the manner provided by law. The principal office of the Company in the United States shall be at such place as the Managers may designate from time to time, which need not be in the State of Texas, and the Company shall maintain records there as required by the Code. The Company may have such other offices as the Managers may designate from time to time.

Section 2.4 Purposes. The purposes of the Company are those set forth in the Certificate.

Section 2.5 Term. The existence of the Company commenced on the date the Secretary of State of Texas issued a certificate of formation for the Company and shall continue in existence for the period fixed in the Certificate for the duration of the Company, or such earlier time as this Agreement may specify.

Section 2.6 Foreign Qualification. Prior to the Company's conducting business in any jurisdiction other than Texas, the Managers, if required by the laws of such jurisdiction, shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Managers, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction. At the request of the Managers, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

ARTICLE III

Membership

Section 3.1 Members. Daniel Cook shall be the initial Member of the Company.

Section 3.2 Additional Members. Additional Membership Interests may be created and issued by the Company to Members only with the consent of the Managers and a Majority Interest. The terms of admission or issuance must specify the Sharing Ratios applicable thereto and may provide for the creation of different classes or groups of Members having different rights, powers, and duties, provided, however, that a class of Interests having priority over Membership Interests which are then issued and outstanding may be created only with the consent of all of the holders of such issued and outstanding Membership Interests. The creation of any new class or group shall be reflected in an amendment to this Agreement indicating the different rights, powers, and duties.

Section 3.3 Liability to Third Parties. No Member shall be liable for the debts, obligations or liabilities of the Company, including debts, obligations, or liabilities which are imposed under a judgment decree or order of a court.

Section 3.4 Withdrawal. A Member does not have the right or power to withdraw from the Company as a Member.

Section 3.5 Compensation for Members. No Member shall receive any compensation from the Company in such Member's capacity as a Member. However, any Member may be employed in the business of the Company at the discretion of the Managers and, in connection therewith, may receive reasonable compensation for services rendered.

ARTICLE IV

Capital Contributions

Section 4.1 Initial Contribution. Daniel Cook has contributed \$10.00 and other good and valuable consideration to the capital of the Company in exchange for his Membership Interest.

Section 4.2 Return of Contributions. A Member is not entitled to the return of any part of its Capital Contribution or to be paid interest in respect of either its capital account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

Section 4.3 Advances by Members. If the Company does not have sufficient cash to pay its obligations, any Member(s) that may agree to do so with the consent of the Managers may advance all or part of the needed funds to or on behalf of the Company under such terms and conditions as shall be agreed to by the Managers and the advancing Member.

ARTICLE V

Allocations and Distributions

Section 5.1 Allocations. All items of income, gain, loss, deduction, and credit of the Company shall be allocated among the Members in accordance with their relative Sharing Ratios.

Section 5.2 Distributions. The Company shall distribute to the Members, from time to time, such cash and/or property as the Managers shall determine with the amount of any such distribution allocated among the Members in proportion to their relative Sharing Ratios.

ARTICLE VI

Managers

Section 6.1 Number of Managers; Management by Managers. The Company shall initially have one (1) Manager. The number of Managers may be changed from time to time by resolution of the Managers. Except for situations in which approval of the Members is required by this Agreement or by nonwaivable provisions of applicable law, the powers of the Company shall be exercised under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Managers. The Managers, as Managers, shall have with respect to the Company the powers and duties of the Board of Directors of a corporation formed under the Code to include, but not limited to, the general executive charge, management and control of the affairs, properties and operations of the Company, with all such duties, powers and authority with respect to such affairs, properties and operations as may be reasonably incident to such responsibilities. Resolutions may be adopted by the vote of a majority of the Members present at a meeting of the Managers duly called and held. No Manager, in such capacity, shall take any action with respect to the management of the Company without the consent or authorization of the Managers pursuant to the immediately preceding sentence.

Section 6.2 Mergers, Exchanges and Sale of Substantially all of the Assets. The Company may be a party to: (a) a merger, or (b) an exchange or acquisition of the type described in the Code, if in either case approved by a Majority Interest. The Managers shall not, without the prior written consent of a Majority Interest, cause the Company to sell, transfer, or otherwise dispose of all or substantially all of its assets.

Section 6.3 Qualification and Election. The Managers shall be elected by a Majority Interest at the annual meeting of the Members or at a special meeting of the Members called for that purpose. Each Manager elected shall hold office until a successor shall be elected and shall qualify, or until his death, resignation, or removal in the manner hereinafter provided.

Section 6.4 Vacancy. Any vacancy occurring among the Managers shall be filled by a vote of a Majority Interest. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office and until his successor is elected, or his earlier death, resignation or removal.

Section 6.5 Change of Number. The number of Managers may be increased or decreased from time to time by amendment to this Agreement with the consent of a Majority Interest, but no decrease shall have the effect of shortening the term of any incumbent Manager. Any vacancy to be filled by reason of an increase in the number of Managers shall be filled by election at an annual or special meeting of Members.

Section 6.6 Annual Meetings. The annual meeting of the Managers shall be held immediately following the annual meeting of Members, and at the same place at which the annual meeting of Members is held.

Section 6.7 Special Meetings. Special meetings of the Managers may be called by the Managers or any Member. The Person calling the meeting may fix any place for holding the meeting. Notice of each special meeting of the Managers shall be given to each Manager at least three days before the date of the meeting, in writing. Except as may be otherwise provided by law, the Certificate, or this Agreement, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in the notice or waiver of notice of such meeting.

Section 6.8 Written Consent. Any action required or permitted to be taken at a meeting of the Managers may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by at least the minimum number of Managers necessary to take action at a meeting at which all Managers were present and voted.

ARTICLE VII

Officers

Section 7.1 Appointment. The Managers may but shall not be required to designate individuals to serve as officers of the Company as the Managers shall determine from time to time, including but not limited to a President and one or more Vice Presidents. No officer need be a

resident of the state of Texas, a Member or a Manager. Any officers so designated shall have such authority to perform such duties as the Managers may, from time to time, delegate to them. The Managers may assign titles to particular officers. Unless the Managers decide otherwise, if the title is one commonly used for officers of a corporation formed under the Code, the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such officer by the Managers pursuant to the third sentence of this Section 7.1. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Managers.

Section 7.2 Resignation. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Managers. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, by the Managers whenever in their judgment the best interests of the Company will be served thereby; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the Person so removed. Designation of an officer shall not be deemed of itself to create contract rights on the part of any person. Any vacancy occurring in any office of the Company (other than Managers) may be filled by the Managers.

ARTICLE VIII

Meetings of Members

Section 8.1 Meetings.

(a) A quorum shall be present at a meeting of Members if the holders of a Majority Interest are represented at the meeting in person or by proxy. Except as specifically provided herein, with respect to any matter considered at such a meeting the affirmative vote of a Majority Interest shall be the act of the Members.

(b) All meetings of the Members shall be held at the principal place of business of the Company or at such other place within or without the State of Texas as shall be specified or fixed in the notices or waivers of notice thereof; provided that any or all Members may participate in any such meeting by means of conference telephone or similar communications equipment pursuant to Section 8.5.

(c) Notwithstanding the other provisions of the Certificate or this Agreement, the chairman of the meeting appointed pursuant to Section 8.4 or the holders of a Majority Interest shall have the power to adjourn such meeting from time to time, without any notice other than announcement at the meeting of the time and place of the holding of the remainder of the adjourned meeting. If such meeting is adjourned, such time and place shall be determined by a vote of the holders of a Majority Interest. Upon the resumption of such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally called.

(d) An annual meeting of the Members shall be held at such place, within or without the state of Texas, on such date and at such time as a Majority Interest shall fix and set forth in the notice of the meeting, which date shall be within thirteen (13) months subsequent to the date of formation of the Company or the last annual meeting of Members (whichever most recently occurred.)

(e) Special meetings of the Members for any proper purpose or purposes may be called at any time by the owners of Membership Interests holding at least twenty percent (20%) of the Sharing Ratios of all Members. If not otherwise stated in or fixed in accordance with the remaining provisions hereof, the record date for determining Members entitled to call a special meeting is the date any Member first signs the notice of that meeting. Only business within the purpose or purposes described in the notice (or waiver thereof) required by this Agreement may be conducted at a special meeting of the Members.

(f) Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the Member calling the meeting, to each Member entitled to vote at such meeting. If mailed, any such notice shall be deemed to be delivered when deposited in the mail, addressed to the Member at his address provided for in Section 12.2, with postage thereon prepaid.

Section 8.2 Voting List. The Managers shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of and the Sharing Ratios held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office or principal place of business of the Company and shall be subject to inspection by any Member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting. The original membership records shall be prima facie evidence as to who are the Members entitled to examine such list or transfer records or to vote at any meeting of Members. Failure to comply with the requirements of this Section shall not affect the validity of any action taken at the meeting.

Section 8.3 Proxies. A Member may vote either in person or by proxy executed in writing by the Member. A telegram, telex, cablegram or similar transmission by the Member, or a

photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall be treated as an execution in writing for purposes of this Section. Proxies for use at any meeting of Members or in connection with the taking of any action by written consent shall be filed with the Members, before or at the time of the meeting or execution of the written consent, as the case may be. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest.

Section 8.4 Conduct of Meetings. All meetings of the Members shall be presided over by the chairman of the meeting, who shall be a Member (or representative thereof) designated by a Majority Interest. The chairman of any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.

Section 8.5 Action by Written Consent or Telephone Conference.

(a) Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing setting forth the action so taken, shall be signed by the holder or holders of not less than the minimum Sharing Ratios that would be necessary to take such action at a meeting at which the holders of all Membership Interests entitled to vote on the action were present and voted. Every written consent shall bear the date of signature of each Member who signs the consent. No written consent shall be effective to take the action that is the subject to the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Company in the manner required by this Section, a consent or consents signed by the holder or holders of not less than the minimum Sharing Ratios that would be necessary to take the action that is the subject of the consent are delivered to the Company by delivery to its registered office or its principal place of business. Delivery shall be by hand or certified or registered mail, return receipt requested. A telegram, telex, cablegram or similar transmission by a Member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a Member shall be regarded as signed by the Member for purposes of this Section. Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

(b) The record date for determining Members entitled to consent to an action in writing without a meeting shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company by delivery to its registered office or its principal place of business. Delivery shall be by hand or by certified or registered mail, return receipt requested.

(c) Members may participate in and hold a meeting by means of conference, telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Person participates in the

meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE IX

Indemnification

Section 9.1 Right to Indemnification. Subject to the limitations and conditions as provided in this Article IX, each Manager who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she is acting on behalf of the Company or was serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, shall be indemnified by the Company to the fullest extent permitted by the Code, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such Manager in connection with such Proceeding, and indemnification under this Article IX shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article IX shall be deemed contract rights, and no amendment, modification or repeal of this Article IX shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal. **It is expressly acknowledged that the indemnification provided in this Article IX could involve indemnification for negligence of the Manager or under theories of strict liability.**

Section 9.2 Advance Payment. The right to indemnification conferred in this Article IX shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by the Manager of the type entitled to be indemnified under Section 9.1 who was, is or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Manager's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such Manager in advance of the final disposition of a Proceeding, shall be made only upon delivery to the Company of a written affirmation by such Manager of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this Article IX and a written undertaking, by or on behalf of such Manager, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Manager is not entitled to be indemnified under this Article IX or otherwise.

Section 9.3 Indemnification of Officers, Employees and Agents. The Company, by adoption of a resolution of a majority of Managers, may indemnify and advance expenses to any other manager, officer, employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Managers under this Article IX;

and, the Company may indemnify and advance expenses to Persons who are not or were not Managers, officers, employees or agents of the Company but who are or were serving at the request of the Company as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent of similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a Person to the same extent that it may indemnify and advance expenses to Managers under this Article IX.

Section 9.4 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article IX shall not be exclusive of any other right which a Manager or other Person indemnified pursuant to this Article IX may have or hereafter acquire under any law (common or statutory), provision of the Certificate or this Agreement, agreement or vote of Manager or disinterested Members or otherwise.

Section 9.5 Insurance. The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was entitled to indemnification pursuant to this Article IX.

Section 9.6 Member Notification. To the extent required by law, any indemnification of or advance of expenses to a Person in accordance with this Article IX shall be reported in writing to the Members with or before the notice or waiver of notice of the next Members' meeting or with or before the next submission to Members of a consent to action without a meeting and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

Section 9.7 Savings Clause. If this Article IX or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Person indemnified pursuant to this Article IX as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article IX that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE X

Books, Records, Reports, and Bank Accounts

Section 10.1 Maintenance of Books. The Company shall keep books and records of account and shall keep minutes of the proceedings of its Managers and Members.

Section 10.2 Reports. On or before the 120th day following the end of each fiscal year during the term of the Company, the Managers of the Company shall cause the Company to provide such financial information regarding the Company as the Majority Interest shall reasonably request.

ARTICLE XI
Event Requiring A Winding Up, Liquidation, and Termination

Section 11.1 Event Requiring A Winding Up. The Company shall wind up its affairs on the first to occur of the following (an “*Event Requiring A Winding Up*”):

- (a) the written consent of a Majority Interest;
- (b) the date the Company has no Members; or
- (c) the entry of a decree of an Event Requiring A Winding Up of the Company under Section 11.301 of the Code.

Section 11.2 Liquidation and Termination. Upon the occurrence of an Event Requiring A Winding Up of the Company, a Majority Interest shall elect one or more Members as liquidator. The liquidator shall proceed to diligently wind up the affairs of the Company and make final distributions as provided herein and in the Code. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties. The steps to be accomplished by the liquidator are as follows:

- (a) as promptly as possible after an Event Requiring A Winding Up and again after final liquidation, the liquidator shall cause a proper accounting to be made of the Company's assets, liabilities, and operations through the last day of the calendar month in which the winding up occurs or the final liquidation is completed, as applicable;
- (b) the liquidator shall cause the notice described in the Code to be mailed to each known creditor of and claimant against the Company in the manner described in the Code;
- (c) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation and any advances described in Section 4.3) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine); and
- (d) all remaining assets of the Company shall be distributed to the Members as follows:
 - i) the liquidator may sell any or all Company property, including to Members, and any resulting gain or loss from each sale shall be computed and allocated to the capital accounts of the Members;
 - ii) with respect to all Company property that has not been sold, the fair market value of that property shall be determined and the capital accounts of the Members shall be adjusted to reflect the manner in which the unrealized income,

gain, loss, and deduction inherent in property that has not been reflected in the capital accounts previously would be allocated among the Members if there were a taxable disposition of that property for the fair market value of that property on the date of distribution; and

iii) The assets and properties of the Company shall be distributed among the Members in accordance with the positive capital account balances of the Members, as determined after taking into account all capital account adjustments for the taxable year of the Company during which the liquidation of the Company occurs other than those made by reason of this clause (iii); and those distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, ninety (90) days after the date of the liquidation).

Section 11.3 Certificate of Termination. On completion of the distribution of Company assets as provided herein, the Company is terminated, and the liquidator (or such other Person or Persons as the Code may require or permit) shall file a Certificate of Termination with the Secretary of State of Texas, and take such other actions as may be necessary to terminate the legal existence of the Company.

ARTICLE XII

General Provisions

Section 12.1 Offset. Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

Section 12.2 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person to receive it. All notices, requests, and consents to be sent to a Member must be sent to or made at the address or telefax number for that Member set forth in the records of the Company, or such other address or telefax number as that Member may specify by notice to the other Members. Any notice, request, or consent to the Company must be sent to or made at the address or telefax number for that Member as set forth in the records of the Company or such other address for as the Company may specify by notice to the Members. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 12.3 Entire Agreement. This Agreement constitute the entire agreement of the Members and their affiliates relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

Section 12.4 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

Section 12.5 Amendment or Modification. This Agreement may be amended or modified from time to time only by a written instrument adopted by the Managers and executed and agreed to by a Majority Interest; provided, however, that:

- (a) an amendment or modification reducing a Member's Sharing Ratio (other than to reflect changes otherwise provided by this Agreement, including pursuant to Section 3.2) is effective only with that Member's consent,
- (b) an amendment or modification reducing the required percentage of the Members to approve an action is effective only with the consent or vote of the percentage of the Members theretofore required to approve a measure, and
- (c) amendments to accept additional Members may be adopted as provided in Section 3.2.

Section 12.6 Binding Effect. Subject to the restrictions on dispositions set forth in this Agreement, this Agreement is binding on and inures to the benefit of the Members and their respective heirs, legal representatives, successors, and assigns.

Section 12.7 Governing Law; Severability. THIS COMPANY AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, U.S.A., EXCLUDING ANY CONFLICT-OF-LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR THE CONSTRUCTION OF THIS COMPANY AGREEMENT TO THE LAW OF ANOTHER JURISDICTION. In the event of a direct conflict between the provisions of this Agreement and (a) any provision of the Certificate, or (b) any mandatory provision of the Code, the applicable provision of the Certificate or the Code shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances it not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

Section 12.8 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

Section 12.9 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain an action for the winding up of the Company or for partition of the property of the Company.

Section 12.10 Indemnification. To the fullest extent permitted by law, each Member shall indemnify the Company, and each other Member and hold them harmless from and against all losses, costs, liabilities, damages, and expenses (including, without limitation, costs of suit and attorney's fees) they may incur on account of any breach by that Member of this Agreement.

Section 12.11 Notice to Members of Provisions of this Agreement. By executing this Agreement, each member acknowledges that it has actual notice of (a) all of the provisions of this Agreement and (b) all of the provisions of the Certificate. Each Member hereby agrees that this Agreement constitute adequate notice of all such provisions, and each Member hereby waives any requirement that any further notice thereunder be given.

Section 12.12 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

Section 12.13 Cross-references. References in this Agreement to Certificate, Sections, Exhibits, or Schedules shall be deemed to be references to Certificate, Sections, Exhibits, and Schedules of this Agreement unless the context specifically and expressly requires otherwise.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO IMMEDIATELY FOLLOW**

IN WITNESS WHEREOF, the initial Member has executed this Agreement as of the date first set forth above.

MEMBER AND MANAGER:

By: 
Daniel Cook, Sole Member/Manager

E:\BUSLAW\Casey\Cook\Dynamis Energy\company.agmt.original.LLC.doc

EXHIBIT A-15: Secretary of State

Documents Included:

1. OH Secretary of State: Registration of Foreign For Profit LLC
2. Fictitious name registration/proof with OH Secretary of State

Jon Husted Ohio Secretary

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Corporation Details

Corporation Details		
Entity Number	2123860	
Business Name	UNITED ENERGY SERVICES, LLC (DYNAMIS ENERGY, LLC)	
Filing Type	FOREIGN LIMITED LIABILITY COMPANY	
Status	Active	
Original Filing Date	07/23/2012	
Expiry Date		
Location:	County:	State: TEXAS
Agent / Registrant Information		
INCORP SERVICES, INC. 9435 WATERSTONE BOULEVARD SUITE 140 CINCINNATI, OH 45249 Effective Date: 07/23/2012 Contact Status: Active		
Filings		
Filing Type	Date of Filing	Document Number/Image
REG. OF FOR. PROFIT LIM. LIAB. CO.	07/23/2012	201220700686
CORRECT REGISTRATION/FOREIGN LIMITED LIABILITY CO	09/21/2012	201226800075
Old Names		
Effective Date	Old Name	
09/21/2012	DYNAMIS ENERGY, LLC	