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Date Received	Case Number	Certification Number
16	600 - GA-AGG	

FILE

# 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: Lighthouse Power Partners LLC Legal Name 251 W. Central Ave., #412, Springboro, OH 45066 Address 937-709-0098 Telephone No. Web site Address Applicant information under which applicant will do business in Ohio: A-3 Lighthouse Power Partners LLC Name Address 251 W. Central Ave., #412, Springboro, OH, 45066 937-709-0098 Web site Address None Telephone No. A-4 List all names under which the applicant does business in North America: Lighthouse Power Partners LLC A-5 Contact person for regulatory or emergency matters: Name Dan Schilens Title Managing Director Business Address 251 W. Central Ave., #421, Springboro, OH 45066 Telephone No. 937-709-0098 Fax No. 937-709-0098 Email Address dan.schilens@lighthousepowerpart

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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

A-6	Contact person for Commission Staff use in inve	stigating customer complaints:
	Name Chris Smith	Title Managing Director
	Business address 251 W. Central Ave., #412, Springboro, 0	DH 45066
	Telephone No. 937-709-0098 Fax No. 937-709-009	8 Email Address chris.smith@lighthousepowerp:
A-7	Applicant's address and toll-free number for cus	tomer service and complaints
	Customer service address 251 W. Central Ave., #412, Spring	ngboro, OH 45066
	Toll-Free Telephone No. 866-535-9986 Fax No. 937-	709-0098 Email Address chris.smith@lighthousepower
A-8	Provide "Proof of an Ohio Office and Employee, Revised Code, by listing name, Ohio office addre designated Ohio Employee	" in accordance with Section 4929.22 of the Ohio ss, telephone number, and Web site address of the
	Name Chris Smith	Title Managing Director
	Business address 251 W. Central Ave., #412, Springbor	o, OH 45066
	Telephone No. 937-709-0098 Fax No. 937-709-0098	Email Address chris.smith@lighthousepowerpartner
A-9	Applicant's federal employer identification num	ber 81-1761123
A-10	Applicant's form of ownership: (Check one)	
	Sole Proprietorship	Partnership
	Limited Liability Partnership (LLP)	✓ Limited Liability Company (LLC)
	Corporation	Other
. 11	(Charle all that anniha Thank's and antimal and	

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.)

grams, for each service	e area and customer class, prov	ted in any of Ohio's Natural Gas
	began delivering and/or ended	
Columbia Gas of Ohio		
Residential	Beginning Date of Service	End Date
Small Commercial		End Date
- Land Profitable Date State State	Beginning Date of Service	End Date
Industrial	Beginning Date of Service	End Date
Dominion East Ohio		
Residential	Beginning Date of Service	End Date
Small Commercial	Beginning Date of Service	End Date
Large Commercial	Beginning Date of Service	End Date
Industrial	Beginning Date of Service	End Date
Duke Energy Ohio	Beginning Date of Service	End Date
	Beginning Date of Service	End Date
Large Commercial	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:

1	Columbia Gas of Ohio	Intended Start Date	5/1/16	
1	Dominion East Ohio	Intended Start Date	5/1/16	
1	Duke Energy Ohio	Intended Start Date	5/1/16	
1	Vectren Energy Delivery of Ohio	Intended Start Date	5/1/16	

#### 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 <u>Exhibit A-15 "Corporate Structure,"</u> 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 <u>Exhibit A-16 "Company History</u>," provide a concise description of the applicant's company history and principal business interests.
- A-17 <u>Exhibit A-17 "Articles of Incorporation and Bylaws,"</u> 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 <u>Exhibit B-2 "Experience & Plans,"</u> 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 <u>Exhibit B-4 "Disclosure of Liabilities and Investigations,"</u> 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 applicar	ıt,
	affiliate, predecessor of the applicant, or any principal officer of the applicant has been convicted or he	ld
	liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.	

1	No	□Yes
IV I	110	

If Yes, provide a separate attachment labeled as <u>Exhibit B-5 "Disclosure of Consumer Protection Violations</u>," 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.

I	$\mathbf{V}$	No	☐ Yes

If Yes, provide a separate attachment, labeled as <u>Exhibit B-6</u> "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 <u>Exhibit C-2 "SEC Filings,"</u> 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 <u>Exhibit C-3 "Financial Statements</u>," 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 <u>Exhibit C-4 "Financial Arrangements</u>," 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 <u>Exhibit C-5 "Forecasted Financial Statements</u>," 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.
- Exhibit C-9 "Merger Information," provide a statement describing any dissolution or merger or C-9 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.
- 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.

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** 

Whole C. Can

Sworn and subscribed before me this 24th.

MANAGING DIRECTOR

Month 2016

Signature of official administering oath

DEBRAH C. CAIN STOTARY
Print Name and Title

Expires on Usepters Les, 24, 2019 **Print Name and Title** 

My commission expires on

**DEBORAH C. CAIN** NOTARY PUBLIC STATE OF OHIO Recorded in Warren County My Comm. Exp. 9/24/19



# The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service Affidavit Form (Version 1.07)

In th	e Matter of the Application of
Lighth	ouse Power Partners LLC
for a	Certificate or Renewal Certificate to Provide Case NoGA-AGG
Com	petitive Retail Natural Gas Service in Ohio.
Cour State	ty of Warren Ohio
	Chris Smith [Affiant], being duly sworn/affirmed, hereby states that:
	The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
	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.
	The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
	Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
	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.
	Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
1	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 MUNDE DIRECTOR
;	Sworn and subscribed before me this 24th day of March Month 2016 Year
	DEGORAH C. CAIN- NOTARY
	Signature of Official Administering Oath Print Name and Title
, et P	RIAL SEROBAN C CAIN
	DEBORAH C. CAIN  NOTARY PUBLIC  My commission expires on  Lepton by 24, 2019  STATE OF OHIO
	Recorded in (CRNGS Broker/Aggregator - Version 1.07) Page 7 of 7

My Comm<sub>18</sub> Exp. 9/24/19 My Comm<sub>18</sub> Exp. 9/24/19 My Comm<sub>18</sub> Exp. 9/24/19 • Columbus, OH 43215-3793 • (614) 466-3016 • www.PUCO.ohio.gov

The Public Utilities Commission of Ohio is an Equal Opportunity Employer and Service Provider

# Exhibit A-14: Principal Officers, Directors & Partners Lighthouse Power Partners LLC

#### **Dan Schilens**

**Managing Director** 

251 Central W. Ave., #412 Springboro, OH 45066

937-709-0098

Dan.Schilens@LighthousePowerPartners.com

#### **Chris Smith**

**Managing Director** 

251 Central W. Ave., #412 Springboro, OH 45066

937-709-0098

Chris.Smith@LighthousePowerPartners.com

# **Exhibit A-15: Corporate Structure**

# **Lighthouse Power Partners LLC**

Lighthouse Power Partners LLC is an Ohio Limited Liability Corporation, does not own any subsidiaries o
affiliates, and is not owned by any other corporate entity.

**Corporate Structure Diagram** 

Lighthouse Power Partners LLC

#### **Exhibit A-16: Company History**

#### **Lighthouse Power Partners LLC**

Lighthouse Power Partners LLC is a newly formed Ohio Limited Liability Corporation owned by Dan Schilens and Chris Smith. At time of application, the business interests of the company are focused on providing electricity and natural gas brokerage and consulting services to mercantile, commercial and Industrial end-use customers in the Ohio market. Additional residential services will be offered where available.

# Exhibit A-17: Articles of Incorporation and Bylaws Lighthouse Power Partners LLC

Please see attached documents.



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.OhioSecretaryolState.gov
Busserv@OhioSecretaryolState.gov

Date Electronically Flied: 3/1/2016

# Articles of Organization for a Domestic

HECK ONLY	ONE (1) BOX	Filing	Fee: \$99	
	of Organization for Do fit Limited Liability Cor )		(2) □2Articles of Organ Nonprofit Limited (115-LCA)	ization for Domestic I Liability Company
ame of Limited	LIBORRY COMPANY	IGHTHOUSE POWER	PARTNERS, LLC visitions: "United Eability company," "limits	id," "LLC.," "LL.C.,* "its., "or "itd"
Effective Date (Optional)	3/1/2016 mm/dd/yyyy		of the limited liability company be a later date specified that is not n	
This limited list (Optional)	nility company shall ex	lst for Period of Exist	ence	
Purpose (Optional)				
exemptions. Co	of State does not grant ontact the Ohlo Depar company secures the p	tment of Taxation and	ling with our office is not sufficient the Internal Revenue Service to e I tax exemptions. These egencies	nsure that the nonprofit

#### **Operating Agreement**

# Lighthouse Power Partners, LLC, an Ohio Limited Liability Company

THIS OPERATING AGREEMENT of Lighthouse Power Partners, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

- A. The Members have formed the Company as an Ohio limited liability company under the Ohio Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Ohio. The Members hereby adopt and approve the articles of organization of the Company filed with the Ohio Secretary of State.
- B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

#### **ARTICLE 1: DEFINITIONS**

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Ohio Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions,

- (3) decreased by any distributions made by the Company to such Member, and
- (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Ohio Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
  - (1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

Percentage Interest =  $\frac{MU}{TU}$ 

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

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

# ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

- 2.1 **Initial Capital Contributions**. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company. The Members must promptly revise Exhibit A from time to time to reflect the admission or withdrawal of Members; a change in any Member's address; the sale, grant, issuance or redemption of Ownership Interest, or the receipt of Capital Contributions.
- 2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

#### 2.3 Additional Members.

- A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.
- B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.
- 2.4 Capital Accounts. Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.
- 2.5 **Interest**. No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.
- 2.6 Limited Liability; No Authority. A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Ohio Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

#### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations**. Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

- 3.2 **Distributions**. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Ohio Limited Liability Company Act.
- 3.3 **Limitations on Distributions**. The Company must not make a distribution to a Member if, after giving effect to the distribution:
- A. The Company would be unable to pay its debts as they become due in the usual course of business; or
- B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

#### **ARTICLE 4: MANAGEMENT**

#### 4.1 Management.

- A. **Generally**. Subject to the terms of this Agreement and the Ohio Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.
- B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Ohio Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

- C. **Certain Decisions Requiring Greater Authorization**. Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:
  - A material change in the purposes or the nature of the Company's business;
  - (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
  - (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
  - (iv) The amendment of this Agreement.
- 4.2 Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

#### ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts**. The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

- 5.2 **Records**. The Members will keep or cause the Company to keep the following business records.
  - (i) An up to date list of the Members, each of their respective full legal names in alphabetical order, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
  - (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
  - (iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and
  - (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.
- 5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.
- 5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.
- 5.5 **Tax Matters Member**. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

#### ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

- 6.1 **Members and Voting Rights**. The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Ohio Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Ohio Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.
- 6.2 Meetings of Members. Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Ohio Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Ohio Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

#### ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal**. Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3,

a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee**. A Member may not transfer any Membership Interests, whether now owned or later acquired, unless Members holding all of the Percentage Interests not subject to transfer consent to such transfer. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

#### **ARTICLE 8: DISSOLUTION**

- 8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:
  - The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;
  - (ii) Entry of a decree of judicial dissolution under Section 1705.47 of the Ohio Revised Code;
  - (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
  - (iv) The sale or transfer of all or substantially all of the Company's assets:
  - (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

#### **ARTICLE 9: INDEMNIFICATION**

- 9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Ohio law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.
- 9.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Ohio law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.
- 9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the

Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

#### ARTICLE 10: GENERAL PROVISIONS

- 10.1 **Notice**. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.
- 10.2 Entire Agreement; Amendment. This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Ohio Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Ohio Limited Liability Company Act.
- 10.3 Waiver of Appraisal. Notwithstanding any provision which may be contained in the Last Will and Testament of a deceased Member, there will be no inventory and appraisement of the Company assets or a sale of a deceased Member's Membership Interest therein as a result of the death of a Member, and the Membership Interest of a deceased Member must be settled and disposed of exclusively in accordance with the terms of this Agreement.
- 10.4 **Governing Law; Severability**. This Agreement will be construed and enforced in accordance with the laws of the state of Ohio. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining

provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

- 10.5 **Further Action**. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.
- 10.6 **No Third Party Beneficiary**. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.
- 10.7 **Incorporation by Reference**. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.
- 10.8 **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: MARCH 24 2016

Signature of Daniel schilens

Signature of Christian Smith

# EXHIBIT A MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
Daniel Schilens		50%
Address:		
251 W. Central Ave. #412		
Springboro, Ohio 45066		
Christian Smith		50%
Address:		
251 W. Central Ave. #412		
Springboro, Ohio 45066		

# Exhibit A-18: Secretary of State

# **Lighthouse Power Partners LLC**

Please see attached documents.



DATE 03/03/2018 0000MENT 10 201608103168

DESCRIPTION
DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)

99.00 0.00

PENA

TY CERT CC 00 0.00 0

Receipt

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

LEGALZOOM.COM, INC. 101 N. BRAND BLVD GLENDALE, CA 91203

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted 3873029

It is hereby certified that the Secretary of State of Ohio has custody of the business records for LIGHTHOUSE POWER PARTNERS, LLC

in a see that the second matter is a second to

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

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG Effective Date: 03/01/2016 Document No(s):

201606103166



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 3rd day of March, A.D. 2016.

Jan Hastel

Ohio Secretary of State

#### **Exhibit B-1: Jurisdictions of Operation**

# **Lighthouse Power Partners LLC**

As a newly formed entity intended to start operations in Ohio, Lighthouse Power Partners LLC is not currently certified, licensed, registered or otherwise authorized to provide retail, wholesale or aggregation services in any other jurisdiction.

#### Exhibit B-2: Experience and Plans

#### **Lighthouse Power Partners LLC**

**EXPERIENCE:** The Lighthouse Power Partners Leadership Team is made up of Dan Schilens and Chris Smith. Both are experienced industry executives with 30 years combined experience in operating compliant and customer-focused deregulated electricity and natural gas providers in a variety of markets.

#### **Dan Schilens:**

#### President, DPL Energy Resources – July 2012 to March 2016

Dan led DPLER's day-to-day operations, strategic relationships and provided the company's long term vision for growth in the deregulated electric industry in Ohio. DPLER also operated a subsidiary, MC2 that operated in Illinois. Combined, DPLER grew to 330,000 residential, commercial, industrial and governmental customers during Dan's tenure, culminating in a successful sale of the business to IGS in January 2016.

#### Founder & President, Voyage Power Partners - September 2011 to July 2012

Dan founded, grew and sold Voyage Power Partners, an electric brokerage and consulting business in Texas successfully serving commercial and industrial electricity customers in the ERCOT market.

#### Director of Sales, First Choice Power – January 2009 to September 2011

Dan was the Director of Sales responsible for Direct C&I Sales for First Choice Power, a utility-affiliated retail electric provider serving 220,000 retail customers in Texas. During his tenure, Dan developed and led a highly compliant and customer-focused direct commercial sales team across the entire ERCOT market, and helped lead First Choice to the best sales year in its history, prior to being acquired by Direct Energy.

Dan has also successfully managed various sales, marketing, operational and strategic development efforts throughout his career in a number of leadership positions in both the deregulated energy and telecommunications industries around the country, including: Regional Director for PAETEC Communications, Director of Sales for Constellation NewEnergy and Vice President/General Manager for XO Communications.

#### **Chris Smith:**

#### Vice President, DPL Energy Resources - October 2013 to March 2016

Chris was responsible for DPLER's Residential market segment, including the management and development of the organization's direct and indirect sales, marketing,

compliance, and customer service groups. Chris led a complete rebuilding of the compliance program, resulting in significant reduction in both the number of complaints and the timeframes required for successful complaint handling. Chris was part of the leadership team which successfully marketed DPLER to IGS and transitioned over 130,000 customers and many of the employees to the IGS team and systems in January 2016.

#### Vice President of Sales, XOOM Energy – July 2012 to October 2013

Chris was responsible for the residential and commercial sales efforts at XOOM, and was part of the leadership team that grew the customer base from 90,000 to 140,000 and the markets served from 44 to 72 during his tenure, primarily using the MLM model in a fashion that led to a positive customer experience with a compliance history that was significantly better than the average industry experience associated with the MLM channel.

#### Director of Sales, First Choice Power - December 2010 to July 2012

Chris ran the Indirect Commercial Sales operation during the best sales period in First Choice Power's history of serving the ERCOT market in Texas, and was part of the team that rebuilt and launched the Online Sales Portal used to ensure effective and compliant broker sales operations and support. Chris was the only Sales employee retained by Direct Energy after their purchase of First Choice Power, and led the efforts to re-build the Direct Energy Broker Portal.

#### Director of Sales, Hudson Energy - May 2006 to June 2010

Chris was responsible for the sales efforts outside of the New York and New Jersey markets, and was the primary conceptual designer behind the first and most successful online broker portal in the industry. During Chris' tenure, the sales operation achieved one of the most compliant records in ERCOT. Chris grew the customer base into Texas and Illinois, and helped grow the business from a \$90MM valuation in 2006 to a \$300+ valuation in 2010, when Hudson sold to Just Energy.

Previously, Chris also held a number of positions in the industry since 2002, including Director of Sales for Direct Energy, and sales and leadership positions at Reliant Energy.

**PLANS:** Lighthouse Power Partners intends to serve the Ohio electricity and natural gas markets as a traditional broker and consultant in the mercantile, commercial and industrial space. Residential offers will be made available where available.

<u>Commercial Broker:</u> Customers will be contracted and billed directly for professional consulting services or contracted directly for supply, on behalf of a reputable and PUCO-certified CRES and/or natural gas suppliers who will bill to the customers. All CRES and CRNGS services

under the customer-executed agreements will be provided by the provider with which the customer contracts, with Lighthouse Power Partners serving in an advisory and audit capability.

<u>Residential Channel Partner:</u> Residential services will be offered where available. All CRES and CRNGS services under the customer-executed agreements will be provided by the provider with which the customer contracts, with Lighthouse Power Partners serving in an advisory and audit capability.

<u>Complaints:</u> Lighthouse Power Partners will handle any complaint-related customer, provider and PUCO staff contacts in a timeframe consistent with PUCO regulations, with a goal of resolving any complaints which may arise in a business-appropriate and amicable fashion that suits the interests of the customer and provider while remaining entirely within the requirements of PUCO regulations and staff recommendations.

#### **Exhibit B-3: Summary of Experience**

#### **Lighthouse Power Partners LLC**

The Lighthouse Power Partners Leadership Team is made up of Dan Schilens and Chris Smith. Both are experienced industry executives with over 30 years combined experience in operating compliant and customer-focused deregulated electricity and natural gas providers in a variety of markets. This team has led businesses in excess of 10TWh of annual load predominately across PJM, ERCOT and MISO footprints. Dan and Chris bring direct experience to Ohio having operated in AEP, DP&L, Duke and First Energy footprints with DPL Energy Resources. DPL Energy Resources, at its peak, served over 175,000 Commercial, Industrial, Government Aggregation and Residential accounts.

#### Dan Schilens:

#### President, DPL Energy Resources – July 2012 to March 2016

Dan led DPLER's day-to-day operations, strategic relationships and provided the company's long term vision for growth in the deregulated electric industry in Ohio. DPLER also operated a subsidiary, MC2 that operated in Illinois. Combined, DPLER grew to 330,000 residential, commercial, industrial and governmental customers during Dan's tenure, culminating in a successful sale of the business to IGS in January 2016.

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### **Exhibit B-4: Liabilities and Investigations**

### **Lighthouse Power Partners LLC**

Lighthouse Power Partners LLC does not have any existing, pending or past rulings, judgements, contingent liabilities, revocation of authority orders, regulatory investigations, or other matters that could adversely impact Lighthouse Power Partners' financial or operational status or limit the ability to provide services to customers.

# **Exhibit C-1: Annual Reports**

# **Lighthouse Power Partners LLC**

Lighthouse Power Partners LLC is a newly formed entity as of March 2016 and does not have any annual reports.

# Exhibit C-2: SEC Filings

# **Lighthouse Power Partners LLC**

Lighthouse Power Partners LLC is a privately held entity and is not required to make filings with the SEC.

#### **Exhibit C-3: Financial Statements**

# **Lighthouse Power Partners LLC**

Lighthouse Power Partners LLC is a newly formed entity as of March 2016 and does not have any Financial Statements.

# **Exhibit C-4: Financial Arrangements**

# **Lighthouse Power Partners LLC**

Lighthouse Power Partners L	LC is a newly formed	dentity as of March,	2016, and	is a privately h	eld entity
funded by its partners.					

# Exhibit C-5: Forecasted Financial Statements Lighthouse Power Partners LLC

FILED UNDER CONFIDENTIAL SEAL

# Exhibit C-6: Credit Rating

# **Lighthouse Power Partners LLC**

Lighthouse Power Partners LLC is a privately held entity and has not yet been rated by any publicly available credit rating organization.

### **Exhibit C-7: Credit Report**

# **Lighthouse Power Partners LLC**

Lighthouse Power Partners LLC is a privately held entity and no credit reports have been created by any credit rating organization as of the time of application.

# **Exhibit C-8: Bankruptcy Information**

# **Lighthouse Power Partners LLC**

Neither Lighthouse Power Partners LLC nor its partners have any reorganizations, protections from creditors or other forms of bankruptcy filings.

# **Exhibit C-9: Merger Information**

# **Lighthouse Power Partners LLC**

Lighthouse Power Partners LLC has not undergone any dissolution, merger or acquisition in the five years prior to the date of filing.

#### **Exhibit D-1: Operations**

#### **Lighthouse Power Partners LLC**

The partners of Lighthouse Power Partners LLC have over 30 years of experience in various functions of competitive retail electric and natural gas suppliers, and are proficient at advising customers; analyzing utility tariffs, customer usage patterns, non-traditional solutions, and competitive supplier offers; and developing thoughtful and innovative solutions to ensure the customer is provided with the optimum result related to their natural gas needs.

#### Exhibit D-2: Operations Expertise

#### **Lighthouse Power Partners LLC**

**EXPERIENCE:** The Lighthouse Power Partners Leadership Team is made up of Dan Schilens and Chris Smith. Both are experienced industry executives with 30 years combined experience in operating compliant and customer-focused deregulated electricity and natural gas providers in a variety of markets.

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The partners of Lighthouse Power Partners LLC are proficient at advising customers; analyzing utility tariffs, customer usage patterns, non-traditional solutions, and competitive supplier offers; and developing thoughtful and innovative solutions to ensure the customer is provided with the optimum result related to their natural gas needs.

### **Exhibit D-3: Key Technical Personnel**

### **Lighthouse Power Partners LLC**

#### **Dan Schilens**

**Managing Director** 

251 Central W. Ave., #412 Springboro, OH 45066

937-709-0098

Dan.Schilens@LighthousePowerPartners.com

#### **Chris Smith**

**Managing Director** 

251 Central W. Ave., #412 Springboro, OH 45066

937-709-0098

Chris.Smith@LighthousePowerPartners.com