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FILE

Alternative ENERGY SOURCE

April 4, 2020

Public Utilities Commission of Ohio
Docketing Division 13th Floor
180 East Broad Street
Columbus, OH 43215-3793

To Whom It May Concern:

Attached please find our application for Competitive Retail Natural Gas Broker/Aggregators.

I have included one original application, along with 3 copies including all exhibits, affidavits and other required documents.

If you have any questions or additional information is required, please call me at 866-646-7322.

Sincerely,

Julie Hayes

Julie Hayes
Alternative Energy Source

2020 APR 16 PM 1:02
PUCO

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Technician LGT Date Processed 4/16/20

8225 Farnsworth Rd A-10, Waterville, Ohio 43566 * Toll-Free (866) 646-7322 * Tel (567) 202-2728 * Fax (866) 865-8740

Ohio | Public Utilities Commission

PUCO USE ONLY - Version 1.08		
Date Received	Renewal Certification Number	ORIGINAL AGG Case Number
		14 - 0743 - GA-AGG

RENEWAL 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-15 - 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 renew its certificate as: (check all that apply)

☑ **Retail Natural Gas Aggregator** ☑ **Retail Natural Gas Broker**

A-2 Applicant information:

Legal Name: HB Hayes & Associates LLC dba Alternative Energy Source

Address: 8225 Farnsworth Road, Suite A-10

Telephone No. 866-646-7322 Web site Address www.aes-energ.com

Current PUCO Certificate No. 14-354G(1) Effective Dates 5/22/2018 through 5/22/2020

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

Name: Alternative Energy Source

Address: 8225 Farnsworth Rd, Suite A-10, Waterville, OH 43566

Web site Address www.aes-energ.com Telephone No. 866-646-7322

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

Alternative Energy Source

HB Hayes & Associates, LLC

A-5 Contact person for regulatory or emergency matters:

Name Huck Hayes Title Member

Business Address 8225 Farnsworth Rd, Suite A-10, Waterville, OH 43566

Telephone No. 866-646-7322 Fax No. 866-865-8740 Email Address huckhayes@aes-energ.com

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

Name Huck Hayes Title Member

Business address 8225 Farnsworth Rd, Waterville, OH 43566

Telephone No. 866-646-7322 Fax No. 866-865-8740 Email Address huckhayes@aes-energ.com

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

Customer service address 8225 Farnsworth Rd, Waterville, OH 43566

Toll-Free Telephone No. 866-646-7322 Fax No. 866-865-8740 Email Address huckhayes@aes-energ.com

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

Name Huck Hayes Title Member

Business address 8225 Farnsworth Rd, Waterville, OH 43566

Telephone No. 866-646-7322 Fax No. 866-865-8740 Email Address huckhayes@aes-energ.com

A-9 Applicant's federal employer identification number 34-1837171

A-10 Applicant's form of ownership: (Check one)

- ☐ **Sole Proprietorship**
- ☐ **Partnership**
- ☐ **Limited Liability Partnership (LLP)**
- ☑ **Limited Liability Company (LLC)**
- ☐ **Corporation**
- ☐ **Other**

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

✓ Columbia Gas of Ohio	✓ Residential	✓ Small Commercial	✓ Large Commercial / Industrial
✓ Dominion East Ohio	✓ Residential	✓ Small Commercial	✓ Large Commercial / Industrial
✓ Duke Energy Ohio	✓ Residential	✓ Small Commercial	✓ Large Commercial / Industrial
✓ Vectren Energy Delivery of Ohio	✓ Residential	✓ Small Commercial	✓ Large Commercial / Industrial

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

✓ **Columbia Gas of Ohio**

✓ Residential	Beginning Date of Service	1/1/1994	End Date	Open
✓ Small Commercial	Beginning Date of Service	1/1/1994	End Date	Open
✓ Large Commercial	Beginning Date of Service	1/1/1994	End Date	Open
✓ Industrial	Beginning Date of Service	1/1/1994	End Date	Open

✓ **Dominion East Ohio**

✓ Residential	Beginning Date of Service	1/1/2005	End Date	Open
✓ Small Commercial	Beginning Date of Service	1/1/2005	End Date	Open
✓ Large Commercial	Beginning Date of Service	1/1/2005	End Date	Open
✓ Industrial	Beginning Date of Service	1/1/2005	End Date	Open

✓ **Duke Energy Ohio**

✓ Residential	Beginning Date of Service	1/1/2008	End Date	Open
✓ Small Commercial	Beginning Date of Service	1/1/2008	End Date	Open
✓ Large Commercial	Beginning Date of Service	1/1/2008	End Date	Open
✓ Industrial	Beginning Date of Service	1/1/2008	End Date	Open

✓ **Vectren Energy Delivery of Ohio**

✓ Residential	Beginning Date of Service	1/1/2006	End Date	Open
✓ Small Commercial	Beginning Date of Service	1/1/2006	End Date	Open
✓ Large Commercial	Beginning Date of Service	1/1/2006	End Date	Open
✓ Industrial	Beginning Date of Service	1/1/2006	End Date	Open

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:

☐	Columbia Gas of Ohio	Intended Start Date
☐	Dominion East Ohio	Intended Start Date
☐	Duke Energy Ohio	Intended Start Date
☐	Vectren Energy Delivery of Ohio	Intended Start Date

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

A-14 **Exhibit A-14 "Principal Officers, Directors & Partners,"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.

A-15 **Exhibit A-15 "Company History,"** provide a concise description of the applicant's company history and principal business interests.

A-16 **Exhibit A-16 "Articles of Incorporation and Bylaws,"** provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto, ***only if the contents of the originally filed documents changed since the initial application.***

A-17 **Exhibit A-17 "Secretary of State,"** provide evidence that the applicant is still currently registered with the Ohio Secretary of the State.

SECTION B - APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

B-1 **Exhibit B-1 "Jurisdictions of Operation,"** provide a current list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail natural gas service, or retail/wholesale electric services.

B-2 **Exhibit B-2 "Experience & Plans,"** provide a current description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

B-3 **Exhibit B-3 "Summary of Experience,"** provide a concise and current summary of the applicant's experience in providing the service(s) for which it is seeking renewed certification (e.g., number and types of customers served, utility service areas, volume of gas supplied, etc.).

B-4 **Exhibit B-4 "Disclosure of Liabilities and Investigations,"** provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocations of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational

status or ability to provide the services for which it is seeking renewed certification since applicant last filed for certification.

B-5 **Exhibit B-5 "Disclosure of Consumer Protection Violations,"** disclose whether the applicant, affiliate, predecessor of the applicant, or any principal officer of the applicant has been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws since applicant last filed for certification.

☑ **No** ☐ **Yes**

If Yes, provide a separate attachment labeled as Exhibit B-5 "Disclosure of Consumer Protection Violations," detailing such violation(s) and providing all relevant documents.

B-6 **Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation,"** disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail natural gas or retail/wholesale electric service denied, curtailed, suspended, or revoked, or whether the applicant or predecessor has been terminated from any of Ohio's Natural Gas Choice programs, or been in default for failure to deliver natural gas since applicant last filed for certification.

☑ **No** ☐ **Yes**

If Yes, provide a separate attachment, labeled as Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation," detailing such action(s) and providing all relevant documents.

SECTION C - APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

C-1 **Exhibit C-1 "Annual Reports,"** provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information, labeled as Exhibit C-1, or indicate that Exhibit C-1 is not applicable and why.
(This is generally only applicable to publicly traded companies who publish annual reports.)

C-2 **Exhibit C-2 "SEC Filings,"** provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 whether the applicant is not required to file with the SEC and why.

C-3 **Exhibit C-3 "Financial Statements,"** provide copies of the applicant's two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business. If the applicant does not have a balance sheet, income statement, and cash flow statement, the applicant may provide a copy of its two most recent years of tax returns (with social security numbers and account numbers redacted).

C-4 **Exhibit C-4 "Financial Arrangements,"** provide copies of the applicant's financial arrangements to satisfy collateral requirements to conduct retail electric/gas business activity (e.g., parental or third party guarantees, contractual arrangements, credit agreements, etc.,).

Renewal applicants can fulfill the requirements of Exhibit C-4 by providing a current statement from an Ohio local distribution utility (LDU) that shows that the applicant meets the LDU's collateral requirements.

First time applicants or applicants whose certificate has expired as well as renewal applicants can meet the requirement by one of the following methods:

1. The applicant itself stating that it is investment grade rated by Moody's, Standard & Poor's or Fitch and provide evidence of rating from the rating agencies.

2. Have a parent company or third party that is investment grade rated by Moody's, Standard & Poor's or Fitch guarantee the financial obligations of the applicant to the LDU(s).

3. Have a parent company or third party that is not investment grade rated by Moody's, Standard & Poor's or Fitch but has substantial financial wherewithal in the opinion of the Staff reviewer to guarantee the financial obligations of the applicant to the LDU(s). The guarantor company's financials must be included in the application if the applicant is relying on this option.

4. Posting a Letter of Credit with the LDU(s) as the beneficiary.

If the applicant is not taking title to the electricity or natural gas, enter "N/A "in Exhibit C-4. An N/A response is only applicable for applicants seeking to be certified as an aggregator or broker.

C-5 **Exhibit C-5 "Forecasted Financial Statements,"** provide two years of forecasted income statements for the applicant's **NATURAL GAS related business activities in the state of Ohio Only**, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer. The forecasts should be in an annualized format for the two years succeeding the Application year.

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, Fitch IBCA, Moody's Investors Service, Standard & Poor's, 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 an 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. If an applicant or its parent does not have such a credit rating, enter "N/A" in Exhibit C-6.

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. An applicant that provides an investment grade credit rating for Exhibit C-6 may enter "N/A" for Exhibit C-7.

C-8 **Exhibit C-8 "Bankruptcy Information,"** provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.

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

C-10 **Exhibit C-10 "Corporate Structure,"** provide a description of the applicant's corporate structure, not an internal organizational chart, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale electricity or natural gas to customers in North America. If the applicant is a stand-alone entity, then no graphical depiction is required and applicant may respond by stating that they are a stand-alone entity with no affiliate or subsidiary companies.

SECTION D – APPLICANT TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

D-1 **Exhibit D-1 "Operations,"** provide a current written description of the operational nature of the applicant's business functions.

D-2 **Exhibit D-2 "Operations Expertise,"** given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical expertise in performing such operations.

D-3 **Exhibit D-3 "Key Technical Personnel,"** provide the names, titles, email addresses, telephone numbers, and background of key personnel involved in the operational aspects of the applicant's current business.

Applicant Signature and Title Julie U. Hayes, Vice President / CFO

Sworn and subscribed before me this 6th **day of** April **Month** 2020 **Year**

Ann M Bella — Ann M Bella, Notary Public

Signature of official administering oath — **Print Name and Title**

NOTARIAL SEAL STATE OF OHIO

My commission expires on 7-15-2021

ANN M. BELLA
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lucas County
My Comm. Exp.7/15/2021

The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service
Affidavit Form
(Version 1.07)

In the Matter of the Application of)
HB Hayes & Associates LLC dba Alternative Energy Source)
for a Certificate or Renewal Certificate to Provide)
Competitive Retail Natural Gas Service in Ohio.)

Case No. 14 - 0743 -GA-AGG

County of Lucas
State of Ohio

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

(1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.

(2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.

(3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.

(4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.

(5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.

(6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.

(7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.

(8) Affiant further sayeth naught.

Affiant Signature & Title Huck Hayes, Manager
Julie V. Harper, Vice President/CFO

Sworn and subscribed before me this 6th **day of** April **Month** 2020 **Year**

Ann M Bella
Signature of Official Administering Oath

Ann M Bella, Notary Public
Print Name and Title

NOTARIAL SEAL STATE OF OHIO
ANN M. BELLA
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lucas County
My Comm. Exp.7/15/2021

My commission expires on 7/15/2021

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B-1 Jurisdictions of Operation

Alternative Energy Source currently provides natural gas sales to customers in Ohio, Michigan, Indiana, and Illinois. We are expanding our marketing efforts to include Retail Gas Services within the Ohio market. Presently we are targeting the Ohio Natural Gas markets of Columbia Gas, Dominion, Duke and Vectren Energy.

B-2 Experience & Plans

Alternative Energy Source has over twenty-nine (29) years' experience working in the deregulated energy markets to assist customers evaluate their energy options.

Marketing efforts will be completed via direct mail, phone solicitation, personal contact and Affiliation Programs. Acting as a broker, we will assist the customer to obtain competitive quotes from certified energy suppliers. Customers will sign a supply agreement with the certified energy supplier of choice.

Alternative Energy Source will be compensated directly by the supplier. Customers will be billed by the certified supplier not Alternative Energy Source. However, we will be responsible for managing the customer's program which includes resolving by ourselves or with the assistance of the certified energy supplier, any customer inquiries and or complaints.

Alternative Energy Source will maintain a toll-free phone and fax number for our customers. Our staff is capable of handling most inquires. Problem inquires will be directed to our office manager or Huck Hayes for resolution.

B-3 Summary of Experience

Alternative Energy Source has over twenty-nine (29) years' experience marketing natural gas services to commercial and industrial customers. We currently service over 500 customers ranging from residential, commercial and industrial accounts.

B-4 Disclosure of Liabilities and Investigation

There are no existing, pending or past rulings that could adversely impact our ability to service the customer.

C-1 Annual Report

Alternative Energy Source is a privately held company and is not required to prepare Annual Reports.

C-2 SEC Filings

Alternative Energy Source is not required to file with the SEC since it is not a publicly traded company.

C-3 Financial Statements

Financial Statements are attached in a separate sealed envelope along with a motion to protect the confidential information.

C-4 Financial Arrangement

Alternative Energy Source is not a CRNGS and therefore has no bank guarantees, commitments, contractual arrangements, or credit agreements.

C-5 Forecasted Financial Statements

Forecasted Financial Statements are attached in a separate sealed envelope along with a motion to protect the confidential information.

C-6 Credit Rating

Alternative Energy Source does not utilize any credit rating agency to obtain credit reports.

C-7 Credit Report

Copies of current credit reports are attached in a separate sealed envelope with other financial information and a motion to protect this confidential information.

C-8 Bankruptcy Information

Not Applicable – Alternative Energy Source nor any offices of the company have filed for bankruptcy protection ever.

C-9 Merger Information

Not Applicable

C-10 Corporate Structure

Alternative Energy Source is a stand-alone entity with no affiliate or subsidiary companies.

D-1 Operations

Alternative Energy Source provides brokerage services to natural gas end users. We currently serve customers in four (4) states and on fourteen (14) different utility systems. We provide our customers market updates, buying suggestions and customer service with the suppler and or LDC. The certified supplier is responsible for nominating, scheduling and billing the customer.

D-2 Operations Expertise

Huck Hayes has over 29 years' experience in the energy industry. Since 1991, Mr. Hayes has been responsible for managing the sales and operations of the company. Besides developing customer relationships, Mr. Hayes has built strong relationships with the certified suppliers and the local utilities. Over the years, he has established and implemented energy procurement programs for clients and gained a working knowledge of the supplier and LDC systems we currently serve.

He also held accounting positions with Placid Oil Company, an independent oil and gas exploration and production company.

A graduate of Ohio Northern University with a BA major in Accounting. Mr. Hayes has held various management positions in accounting with such companies as Trinova Corporation, Westhaven, and Zales Corporation.

D-3 Key Technical Personnel

Huck B. Hayes
Vice President
8225 Farnsworth Rd, Waterville, OH 43566
866-646-7322 Toll Free
Huckhayes@aes-energ.com
www.aes-energ.com

Julie V. Hayes, (Inactive CPA)
Chief Financial Officer and Secretary/Treasurer
8225 Farnsworth Rd, Waterville, OH 43566
866-646-7322 Toll Free
Juliehayes@aes-energ.com
www.aes-energ.com

Julie L. Vamos
Accounting and Tax Services
6171 Brimley Court
Whitehouse, OH 43571

April 4, 2020

Members of HB Hayes & Associates, LLC dba Alternative Energy Source
8225 Farnsworth Road
Waterville, Ohio

I have compiled the accompanying Comparative Balance Sheet of HB Hayes & Associates, LLC dba Alternative Energy Source as of December 31, 2019 and December 31, 2018 and the related comparative statement of income for the years ending December 31, 2019 and December 31, 2018. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilations in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Julie L. Vamos

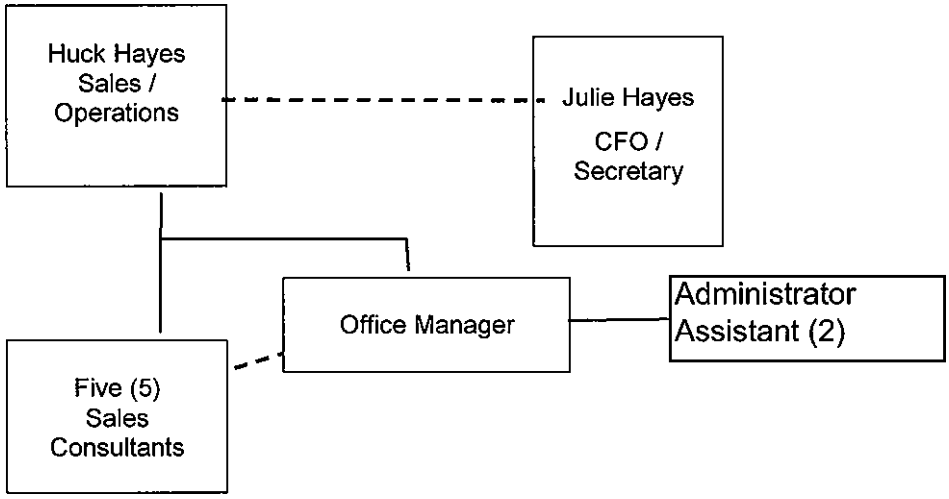
A-14 Principal Officers, Directors & Partners

Huck B. Hayes, Member
8225 Farnsworth Rd
Waterville, OH 43566
866-646-7322 ext 111

Julie V. Hayes
8225 Farnsworth Rd
Waterville, OH 43566
866-646-7322 ext 112

A-15 Corporate Structure

HB Hayes & Associates LLC is the legal corporate name for tax purposes. In 1995 the trade name "Alternative Energy Source" was established and registered for the purpose of marketing. There are no subsidiaries of the company.



A-16 Company History

Founded in 1991 Alternative Energy Source is a privately owned company engaged in providing energy management services and energy products to the commercial and industry sector. Markets that we currently serve are located in Ohio, Michigan, Indiana, and Illinois, although we are able to serve in all states that offer energy deregulation.

Our success since 1991 is due to a simple philosophy – Work on behalf of the customer, not the supplier. We provide unbiased choices to our customers based on their individual needs.

As an independent company, we objectively solicit pricing from a large group of select energy supplies. Since not all suppliers are created equal we apply our industry experience helping the customer compare not only the price but the actual supply agreement and how it meets the customer's specific needs.

We provide Single-Source Shopping simplifying the customer's life, drive out hidden costs and provide guidance in managing "Price Risk" for the customer.

A-17 Articles of Incorporation

HB Hayes & Associates LLC is a limited liability company marketing under the trade name of Alternative Energy Source.

OPERATING AGREEMENT OF HB HAYES & ASSOCIATES, LLC

This Agreement entered into effective on the 8th day of October, 1997 by and among Huck B. Hayes and Julie V. Hayes (hereinafter collectively referred to as the "Members" and individually as the "Member").

1. FORMATION. HB Hayes & Associates, LLC ("Company") is an Ohio Limited Liability Company organized under Chapter 1705 of the Revised Code. The Company filed its Articles of Organization with the Secretary of State and appointed a Statutory Agent for service of process on October 8, 1997.

2. PRINCIPAL OFFICE. The principal office of the Company shall be 5640 Southwyck Blvd., Suite 2H, Toledo, OH 43614 or at such other place as the Members may designate in writing.

3. TERM. The Company shall begin on the date hereof and shall continue in full force and effect until the death, insanity, bankruptcy, retirement, resignation, expulsion, or other event of withdrawal of a Member causes a dissolution of the Company as provided herein, unless continued as set forth in Section 19.

4. PURPOSE. The Company is organized to conduct business for any purpose permitted by law.

5. MEMBERS' PERCENTAGES. The respective ownership percentages of the Members shall be as follows:

Members	Percentage
Huck B. Hayes	90%
Julie V. Hayes	10%

Whenever an action requires the consent of a majority of the Members, such majority shall exist when consented to by Members owning 50% of the Company.

6. CAPITAL. The capital of the Company shall initially consist of those assets described on attached Exhibit A and shall be contributed by the Members as set forth in attached Exhibit A.

The Members shall, from time-to-time and upon unanimous agreement, agree to make personal guaranties necessary to carry out the stated purpose of the Company. The Members shall, upon unanimous agreement, agree to contribute additional amounts of capital. Unless otherwise agreed by all Members, any personal guaranties or further contributions to the capital of the Company shall be made in accordance with the percentages set forth in Section 5. Upon the failure of a Member for a period of three months to contribute such additional capital, or upon the failure of a Member during the period established by a creditor to make such personal guaranty, a majority of the Members may cause the expulsion of such Member from the Company in accordance with Section 20 hereof. The Company may, when appropriate and deemed advisable, make or revoke the election referred to in Section 754 of the Internal Revenue Code of 1954, or any similar provision. Each Member will, upon request, supply the information necessary to properly effect such election.

7. PROFITS AND LOSSES. The profits and losses of the Company shall be shared by and among the Members in the respective percentages set forth in Section 5.

8. FISCAL YEAR AND AUDITS. The fiscal year of the Company shall be the calendar year. Any Member may require an annual audit of the books of the Company by such firm of independent certified public accountants as shall be selected by Members having a majority interest in the Company and the cost thereof shall be a Company expense. As soon as practicable after the end of the fiscal year, the Company shall provide each Member with an unaudited statement showing the profits and losses of the Company, the balance sheet of the Company and all necessary tax information.

9. BOOKS AND RECORDS. During the term of this Agreement, accurate books of account shall be kept at the principal office of the Company reflecting all the income and receipts, all payments and expenses, and all property acquired or disposed of in accordance with generally accepted accounting principles applied in a consistent manner. Each Member, upon reasonable notice and during normal business hours, shall have access to and the right to inspect and copy such books and all other company records.

10. ACCOUNTS. Individual capital accounts shall be maintained to reflect each Member's ownership of the Company assets; to reflect each Member's share of the profits and losses of the Company; and to reflect each Member's withdrawals from the Company. Subject to the maintenance of a minimal amount of working

capital, periodic withdrawals of funds shall be established in amounts to be determined by the consent of the Members having a majority interest in the Company.

11. INTEREST. No interest shall be paid on the initial contributions to the capital of the Company, any subsequent contributions of capital or any personal guaranties.

12. BANKING. All funds of the Company shall be deposited in the name of the Company in such checking accounts or other accounts as shall be designated by Members having a majority interest in the Company. All withdrawals therefrom shall be made upon checks signed by such person or persons designated by Members having a majority interest in the Company.

13. LIMITED WARRANTY. The debts, obligations and liabilities of the Company are solely the debts, obligations and liabilities of the Company and neither the Members nor the managers are personally liable solely by reason of being a Member or manager of the Company.

14. MANAGEMENT OF COMPANY. Except as specifically otherwise provided herein, the Members shall participate in the management of the Company business in accordance with the percentages set forth in Section 5. No Member shall do any of the following without the consent of the Members having a majority interest in the Company:

A. Borrow or loan money; make, execute, accept, deliver, or endorse any commercial paper other than for the ordinary purpose of the Company's business; or employ the credit,

money, or other property of the Company.

B. Assign, transfer, pledge, compromise, or release any of its claims or debts, except upon payment in full; or arbitrate or consent to the arbitration of any of its claims, disputes or controversies.

C. Execute any mortgage, bond, lease, deed or other agreements; or purchase or contract to purchase or sell or contract to sell any property (except for the purchase and/or sale of tangible personal property in the ordinary course of the Company's business).

D. Purchase or order supplies or equipment, the purchase price of which exceeds maximum amounts which may be established from time to time by the Members having a majority interest in the Company.

E. Sell, assign, transfer, withdrawal, pledge, or in any other manner alienate all or any part of his or her interest in the Company.

F. Enter into any agreement as a result of which any other person, firm, or corporation shall become interested with him or her in the Company, or do any act detrimental to the best interests of the Company, or which would make it impossible to carry on the ordinary business of the Company.

The Members, by unanimous written consent, may delegate all or any of their powers or duties hereunder to one Member to fully authorize such Member to act alone without requirement of any other act, consent or signature of the other Members to take such actions, as specified in such designation, on behalf of the Company. Every contract and other instrument executed by such

Member shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof (a) this Company was in existence, (b) this Agreement had not been terminated or cancelled [nor, unless otherwise disclosed, amended in any manner], and (c) the execution and delivery of such instruments were authorized by the Members as herein provided. The Members may receive compensation for their management services in such amounts as may be agreed by the Members having a majority interest in the Company.

15. MEETINGS. The Members shall meet at mutually convenient dates at least once per calendar year and more frequently as requested by any Member.

16. DEALING WITH MEMBERS AND AFFILIATED ENTITIES. The Company shall not be prohibited from entering into contracts with a Member or with a corporation, person, or firm in any way affiliated with a Member for the performance of a service or the purchase of property and the Company shall have no rights in or to any income or profit derived therefrom, provided, however, that the unanimous consent of the Members shall be required for any such contract and further provided that the affiliation between the Member and the corporation, person, or firm to be dealt with is known by or disclosed to the other Members.

17. ADDITIONAL MEMBERS. Except as otherwise specifically provided herein, no person or entity shall become a Member in the Company without the consent of the then Members having a majority interest in the Company.

18. RESTRICTED TRANSFER. A Member shall not, except as otherwise provided in this Agreement, transfer his interest in the Company. Any attempt, except as otherwise provided in this Agreement, shall have no binding effect on the Company.

19. CONTINUATION. The Company shall dissolve upon the expulsion, death or withdrawal of a Member ("Event of Dissolution") unless the Company is continued by the consent of Members having a majority interest in the Company, in writing, within 90 days of the Event of Dissolution. Upon continuation, this Agreement shall remain in full force and effect.

20. EXPULSION OF A MEMBER. Whenever a Member shall be adjudicated a bankrupt, insane, or execute an assignment of any portion of his or her company interest or become subject to the direction and control of a receiver and such receivership proceedings are not dismissed within 90 days of the receiver's appointment, or upon the failure of a Member to make a capital contribution as required by Section 6, then a majority in interest of the other Members may cause the expulsion of such Member from the Company by personally delivering or mailing written notice thereof to the withdrawing Member, and such expulsion shall become effective upon the date of personal delivery or upon the date of mailing such notice. In the event of expulsion of a Member, the Company shall have the exclusive right and option to purchase all or any portion of the interest of the withdrawing Member at any time within 60 days after the final determination of the purchase price as determined under Section 23. To the extent that the

Company purchases a Member's interest, the withdrawing Member shall be held harmless and indemnified by the Company from all Company liabilities arising subsequent to the effective date of expulsion. The purchase price to be paid by the Company for a withdrawing Member's interest shall be determined and paid as provided in Sections 22 and 23 hereof.

Unless otherwise agreed by consent of the remaining Members holding a majority interest in the Company in the event the Company chooses not to exercise its exclusive right and option, any sale or assignment, other than to the Company, shall not confer upon the purchaser or assignee the right to become a substituted Member in place of the withdrawing Member but merely entitles him to receive the distributions and allocations to which the withdrawing Member was entitled to receive. Upon consent of the remaining Members holding a majority interest in the Company the purchaser or assignee shall become a substituted Member provided, however, such sale or assignment and the right to become a substituted Member shall be subject to the following conditions and shall not be effective unless:

(a) A purchase agreement or an instrument of assignment and such others documents as the Company may reasonably require, executed by both the withdrawing Member and the purchaser/assignee of the Company interest, satisfactory in form to all the Members, shall be delivered to the Members at the Company's principal place of business.

(b) No sale or assignment shall be effective if such sale or assignment would, in the opinion of the Members, result in the termination of the Company for purposes of the then applicable provisions of the Internal Revenue Code.

(c) No sale or assignment shall be effective if the sale or assignment would, to the knowledge of the Members, violate the provisions of any applicable federal or state law.

(d) The purchaser/assignee shall pay, as the Members may determine, all reasonable expenses in connection with the admission of such substituted Member.

(e) The effective date of any such sale or assignment which complies with all of the requirements herein set forth shall be the first day of the calendar month immediately following the month in which the Members actually receive a purchase agreement or instrument of assignment which complies with all such requirements.

(f) All Members, other than the withdrawing Member, must consent, in writing prior to such purchaser/assignee's becoming a substituted Member.

(g) The Member shall execute, file and record with the appropriate governmental agency, such documents as are required to accomplish the substitution of the purchaser/assignee as a substituted Member. The Company shall treat such person entitled to become a substituted Member pursuant to these provisions as a Member with respect to the Company interest sold or assigned from the effective date of such consent of all other Members as herein set forth, notwithstanding the time consumed in preparing and

filing the necessary documents with governmental agencies necessary to effectuate a substitution.

(h) Any person admitted to the Company as a substituted Member shall be subject and bound by all of the provisions of this Agreement as if originally a party to this Agreement.

The purchaser/assignee of a Company interest who is not admitted as a substituted Member hereunder shall have no right to require any information or account of the Company's transactions or to inspect the Company books; he is only entitled to receive the profits and losses to which his predecessor would otherwise be entitled under the terms of this Agreement. The conveyance of a Company interest to anyone who is not a Member shall constitute the termination of the Company except as otherwise provided herein.

21. DEATH OF A MEMBER. Upon the death of a Member, the Company shall purchase from the deceased Member's estate such deceased Member's interest in the Company and its assets owned by him as of his date of death. The purchase price to be paid by the Company for a deceased Member's interest shall be determined and paid as provided in Sections 22 and 23 hereof as if such deceased Member had withdrawn. A personal representative of the deceased Member shall diligently proceed with the probate of his or her estate and shall promptly do any and all things necessary to tender to the Company a good and sufficient transfer of any interest in the Company owned by such deceased Member at the time of his death. The provisions of Chapter 1779 of the Ohio Revised Code relating to the inventory and appraisement of the assets of the Company are

specifically waived and any and all persons claiming by, through or under a deceased Member shall accept as correct the accounts of the Company approved by the Members without any examination or verification of the books of the Company and the provisions herein set forth with respect to the purchase of a deceased Member's interest shall govern in all respects. Subsequent to the sale, the Company shall indemnify and hold the deceased Member's estate harmless from any and all liabilities of the Company.

22. WITHDRAWAL OF A MEMBER. Any Member may cause his or her withdrawal from the Company as set forth in this Section 22. Any such Member shall give written notice of his attempt to withdraw from the Company by mailing written notice to all other Members. The Company shall then cause the valuation of all Member's partnership interests as provided in Section 23. Such valuation shall be computed as of the date of the withdrawing Member's notice to all other Members. As soon as such valuation has been determined, the Company shall send a statement showing such value, as adjusted, and the supporting items and computations, to be delivered to all Members. In the event of withdrawal of a Member, the Company shall have the exclusive right and option to purchase all or any portion of the interest of the withdrawing Member at any time within sixty days after the final determination of the purchase price as determined under Section 23. The purchase price to be paid by the Company for a withdrawing Member's interest shall be the amount determined in accordance with Section 23 reduced by the actual cost, if any, incurred in liquidating

sufficient company assets to pay the withdrawing Member the purchase price including, but not limited to, income taxes on gain that must be realized as a result of such liquidation, and shall be paid, if reasonably possible, in four equal annual installments commencing on the date thirty days after the final determination of the purchase price as set forth herein without interest. Any and all such amounts may be prepaid at any time without penalty. The withdrawal of a Member shall constitute the termination of the Company except as otherwise provided herein.

23. VALUATION OF MEMBER'S INTEREST. The basis for calculating the purchase price of a Member's interest shall be the depreciated tax book value thereof, as it appears on the books and records of the Company as of the close of business on the effective date of the retirement, death, insanity, or withdrawal of a Member, as adjusted by substituting in place of the depreciated book value of all real estate held by the Company (as they appear on the books and records of the Company) an amount equal to the fair market value of such real estate. Such depreciated tax book value, adjusted as herein provided, shall be computed by the accountant regularly employed by the Company, in accordance with the accounting practices regularly followed by the Company, and in cases not covered by such practices, in accordance with generally accepted accounting principles. Except as expressly set forth herein, no allowance shall be made for good will, trade names, patents, or other intangible assets, except as those assets have been reflected on the Company's books immediately prior to the

Member's retirement, death, insanity or withdrawal. Such depreciated tax book value shall include the Member's capital account as of the end of the last accounting year, increased by his share of Company profits or decreased by a share of Company losses for the period from the beginning of the accounting year in which his retirement, death, insanity or withdrawal occurred until the date of retirement, death, insanity or withdrawal and increased by contributions and decreased by withdrawals during such period. The statement showing such depreciated tax book value, as adjusted, and the supporting items and computations, shall be completed by the accountant and copies delivered to the departing Member or the deceased Member's estate, and to the remaining Members. The Company shall cause the Member's interest to be valued as soon as practical following the retirement, death, insanity or withdrawal. Such adjusted depreciated tax book value, as set forth in the accountant's statement, shall constitute and be deemed to be the basis for the purchase price for the Member's interest, and shall be binding on all parties. If either the retiring or withdrawing Member, the insane Members representative, or the deceased Member's estate or any of the remaining Members should dispute the adjusted depreciated tax book value shown on the accountant's statement, he shall provide to all other Members written notice of the dispute, containing a specification of the reasons therefore, within seven days of receipt thereof. If the dispute is not settled within fourteen days thereafter by written agreement between the retiring, or withdrawing Member, the insane Member's representative or the

deceased Member's estate and the remaining Members, then the adjusted depreciated tax book value and the dispute respecting the same shall be settled and determined by arbitration as set forth in Section 24.

24. ARBITRATION. Any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach, or enforcement thereof, shall be submitted to arbitration and shall be governed by the rules of the American Arbitration Association.

25. DISSOLUTION. Upon an Event of Dissolution the remaining Members shall wind up the Company's affairs. The Company shall continue its existence until the winding up of its affairs is completed. The remaining Members shall have all the powers in winding up the affairs of the Company as are provided in the Ohio Revised Code. Upon the Winding Up of the Company and liquidation of its assets, the assets shall be distributed in the priority provided under the Ohio Revised Code.

26. AMENDMENT. This Agreement may not be altered, amended or revoked except by written agreement signed by each of the then Members, and this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

27. APPLICABLE LAW. This Operating Agreement is expressly subject to the terms of the Company's Articles of Organization and applicable Ohio statutes. To the extent of any inconsistency between this Operating Agreement and either applicable Ohio statutes or the Articles of Organization of the

Company, the applicable Ohio statutes or Articles of Organization shall control. The validity, nature, obligations, effect and interpretation of this Agreement or any of the terms and conditions hereof, and any and all questions arising hereunder or in connection herewith shall be governed by the laws of the State of Ohio.

28. NOTICES. Any and all notices called for under this Agreement shall be deemed adequately given only if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to the party or parties for whom such notices are intended, and in the case of a Member, addressed to the last address of record on the Company books for such Member.

29. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall constitute one Agreement binding on all the parties hereto.

30. SEPARABILITY OF PROVISIONS. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or effect those portions of this Agreement which are valid.

31. SECTION TITLES. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have executed counterparts of this Agreement effective on the date first above written.

Huck B. Hayes

Huck B. Hayes

Julie V. Hayes

Julie V. Hayes

Frank LaRose
Ohio Secretary of State

Fri Apr 03 2020

Entity#: 993664

Filing Type: DOMESTIC LIMITED LIABILITY COMPANY

Original Filing Date: 10/08/1997

Location: --

Business Name: HB HAYES & ASSOCIATES, LLC

Status: Active

Exp. Date: -

Agent/Registrant Information

HUCK B HAYES
8225 FARNSWORTH RD. A-10
WATERVILLE OH 43566
10/08/1997
Active

Incorporator/Associate/Partner Informat

Filing Type	Date of Filing	Document ID
ARTICLES OF ORGANIZATION/DOM. LIMITED LIABILITY CO	10/08/1997	6026_0508
AGENT ADDRESS CHANGE/LIMITED/LIABILITY/PARTNERS	02/02/2007	200703901758
TRADE NAME/ASSIGNMENT	12/22/2016	201636402452
TRADE NAME RENEWAL	01/18/2017	201701701928

Frank LaRose
Ohio Secretary of State

Fri Apr 03 2020

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

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 3rd of April, A.D. 2020

Ohio Secretary of State