



# Public Utilities Commission

PUCO USE ONLY – Version 1.08 May 2016

Date Received	Renewal Certification Number	ORIGINAL CRS Case Number
		18 - 0822 - GA-CRS

## RENEWAL CERTIFICATION APPLICATION COMPETITIVE RETAIL NATURAL GAS SUPPLIERS

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 ☐ Retail Natural Gas Marketer

#### A-2 Applicant information:

Legal Name TRUENERGY SERVICES LLC  
 Address 8117 Preston Road, Suite 300, Dallas, TX 75225  
 Telephone No. 855.625.3205 Web site Address TruEnergy.com  
 Current PUCO Certificate No. 18-661G(1) Effective Dates 07 June 2018 - 07 June 2020

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

Name TRUENERGY SERVICES LLC  
 Address 8117 Preston Road, Suite 300, Dallas, TX 75225  
 Web site Address TruEnergy.com Telephone No. 855.625.3205

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

TRUENERGY SERVICES LLC

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

Name Zach Jeffery Title CEO  
 Business Address 8117 Preston Road, Suite 300, Dallas, TX 75225  
 Telephone No. 855.625.3205 Fax No. 214.271.0142 Email Address licensing@TruEnergy.com

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician DR Date Processed 6/8/20

2020 JUN -8 AM 11:15  
PUCO

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

Name Zach Jeffery Title CEO  
Business address 8117 Preston Road, Suite 300, Dallas, TX 75225  
Telephone No. 855.625.3205 Fax No. 214.271.0142 Email Address CustomerService@TruEnergy.com

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

Customer service address 8117 Preston Road, Suite 300, Dallas, TX 75225  
Toll-Free Telephone No. 855.625.3205 Fax No. 855.504.8060 Email Address CustomerService@TruEnergy.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 INCORP SERVICES, INC Title  
Business address 9435 WATERSTONE BLVD STE 140 , CINCINNATI, OH 45249  
Telephone No. 800-246-2677 Fax No. 702-866-2689 Email Address

**A-9 Applicant's federal employer identification number 83-1252522**

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

- |  |   |
|--|---|
| <input type="checkbox"/> Sole Proprietorship                 | <input type="checkbox"/> Partnership                                |
| <input type="checkbox"/> Limited Liability Partnership (LLP) | <input checked="" type="checkbox"/> Limited Liability Company (LLC) |
| <input type="checkbox"/> Corporation                         | <input type="checkbox"/> Other                                      |

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

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

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

☒ Columbia Gas of Ohio

<input checked="" type="checkbox"/> Residential	Beginning Date of Service	07 June 2018	End Date
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service	07 June 2018	End Date
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service	07 June 2018	End Date
<input checked="" type="checkbox"/> Industrial	Beginning Date of Service	07 June 2018	End Date

☒ Dominion East Ohio

<input checked="" type="checkbox"/> Residential	Beginning Date of Service	07 June 2018	End Date
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service	07 June 2018	End Date
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service	07 June 2018	End Date
<input checked="" type="checkbox"/> Industrial	Beginning Date of Service	07 June 2018	End Date

☒ Duke Energy Ohio

<input checked="" type="checkbox"/> Residential	Beginning Date of Service	07 June 2018	End Date
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service	07 June 2018	End Date
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service	07 June 2018	End Date
<input checked="" type="checkbox"/> Industrial	Beginning Date of Service	07 June 2018	End Date

☒ Vectren Energy Delivery of Ohio

<input checked="" type="checkbox"/> Residential	Beginning Date of Service	07 June 2018	End Date
<input checked="" type="checkbox"/> Small Commercial	Beginning Date of Service	07 June 2018	End Date
<input checked="" type="checkbox"/> Large Commercial	Beginning Date of Service	07 June 2018	End Date
<input checked="" type="checkbox"/> Industrial	Beginning Date of Service	07 June 2018	End Date

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

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

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- A-14 Exhibit A-14 "Principal Officers, Directors & Partners,"** provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-15 Exhibit A-15 "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. An applicant may submit a current link to the filings or provide them in paper form. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 that 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 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.)

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 within the two most recent years preceding the application.

## 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. Please include whether the applicant's operations will include the contracting of natural gas purchases for retail sales, the nomination and scheduling of retail natural gas for delivery, and the provision of retail ancillary services, as well as other services used to supply natural gas to the natural gas company city gate for retail customers.
- 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

*Zach Jeffery*

CEO

State of Texas, Collin County

Sworn and subscribed before me this 4 day of June Month 2020 Year

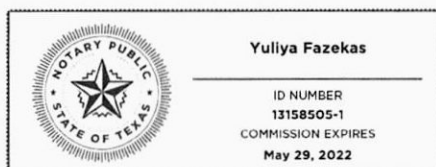
*Yuliya Fazekas*

Signature of official administering oath

Yuliya Fazekas

Electronic Notary Public

Print Name and Title



My commission expires on

05/29/2022

Notarized online using audio-video communication



# The Public Utilities Commission of Ohio

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

In the Matter of the Application of )

TRUEENERGY SERVICES LLC )

for a Certificate or Renewal Certificate to Provide )  
Competitive Retail Natural Gas Service in Ohio. )

Case No. 18 - 0822 -GA-CRS

County of Dallas

State of TX

Zach Jeffery

[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

*Zach Jeffery* CEO

State of Texas, Collin County  
Sworn and subscribed before me this

4

day of

June

Month

2020

Year

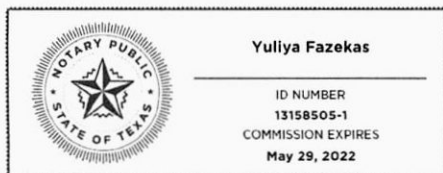
*Yuliya Fazekas*

Signature of Official Administering Oath

Yuliya Fazekas

Electronic Notary Public

Print Name and Title



My commission expires on

05/29/2022

(CRNGS Supplier Renewal) - Version 1.08

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Notarized online using audio-video communication

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

Zach Jeffery - CEO  
8117 Preston Road, Suite 300  
Dallas, TX 75225  
855.625.3205

Ken Harris - Senior Vice President  
8117 Preston Road, Suite 300  
Dallas, TX 75225  
855.625.3205

Danny Jester - Founder / Managing Member  
8117 Preston Road, Suite 300  
Dallas, TX 75225  
855.625.3205

Bobby Renkes - Managing Member  
8117 Preston Road, Suite 300  
Dallas, TX 75225  
855.625.3205

## Exhibit A-15 "Company History"

TruEnergy was organized in February 2009 to provide energy brokerage and consulting services to residential, commercial, industrial, and governmental clients. Applicant's clients range from small businesses and residential households, to commercial and industrial businesses.

Applicant provides the following services:

- Electric brokerage services that address the energy needs of commercial, industrial, and government clients by negotiating directly with a network of suppliers to find the energy supply options that best address the client's needs.
- Advising residential, commercial, and industrial clients on the energy options available, including researching the best pricing options.
- Aggregating groups of clients, including cities, churches, neighborhood associations, or commercial and industrial companies to allow them to negotiate better pricing options and terms.



Exhibit A-16 "Articles of Incorporation and Bylaws"

## AMENDED AND RESTATED COMPANY AGREEMENT

OF

### TRUENERGY SERVICES LLC (DBA TRUENERGY, TRUENERGY SERVICES and TRUE ENERGY SERVICES)

**THIS AMENDED AND RESTATED COMPANY AGREEMENT** (this "Company Agreement") is made effective as of July 12, 2018, by TruEnergy Holdings LLC, a Texas limited liability company, the sole member (the "Member") and the sole manager (the "Manager") of TruEnergy Services LLC (the "Company"). This Company Agreement applies to a single member limited liability company only. Accordingly, not more than a single member may be admitted to the Company without the Member first adopting appropriate amendments to this Company Agreement.

#### PRELIMINARY STATEMENTS

The Member formed the Company by virtue of its Certificate of Formation, filed with the Secretary of State of the State of Texas on July 3, 2018, as amended or corrected from time to time (the "Certificate"), and the execution of the Company Agreement of the Company, dated as of July 3, 2018 (the "Original Agreement").

The Member desires to, and does hereby, amend and restate in its entirety the Original Agreement as hereinafter provided.

#### ARTICLE 1 NAME AND PURPOSES

**Section 1.1 Formation.** The Member caused the Company to be organized as a Texas limited liability company by delivering the Company's Certificate of Formation to the Texas Secretary of State on July 3, 2018, as corrected by that certain Certificate of Correction filed with the Texas Secretary of State.

**Section 1.2 Name and Office.** The name of the Company is TruEnergy Services LLC and may do business under one or more names as designated by the Manager, including, without limitation, TruEnergy, TruEnergy Services and True Energy Services. The principal office of the Company shall be located at 8222 Douglas Ave, Suite 200, Dallas, Texas 75255, or such other place as the Manager may from time to time determine.

**Section 1.3 Purpose.** The purpose of the Company is to transact any or all lawful business and engage in any lawful act and/or activities for which limited liability companies may be organized under the Act, and further to engage in any other business or activity that may be incidental, proper, advisable or convenient to accomplish the foregoing purpose, including, without limitation, obtaining financing therefore, and that it is not forbidden by the law of the jurisdiction in which the Company engages in that business.

**Section 1.4 Term.** The duration of the Company shall be perpetual.

**Section 1.5 Agent.** Dustin H. Sparks shall be the registered agent of the Company at the registered address of 5950 Berkshire Lane, Suite 200, Dallas, Texas 75255.

**Section 1.6 Definitions.** Attached to this Company Agreement is Exhibit "A", which defines certain terms used in this Company Agreement and which is incorporated by reference into this Company Agreement.

## ARTICLE 2

### **CAPITAL CONTRIBUTIONS, UNITS AND LOANS**

#### **Section 2.1 Capital Contributions.**

(a) **Contribution.** The Member has made Capital Contributions to the Company as set forth in the books and records of the Company.

(b) **Additional Contributions.** The Member shall not be required to make additional Capital Contributions, but may do so in his sole discretion.

**Section 2.2 Units.** Since the Company is organized as a single member limited liability company, no provision is made in this Company Agreement to establish, provide for, or maintain "Units" of membership. One hundred percent (100%) of the member interest in the Company is owned by and allocated to the Member.

**Section 2.3 Certificates.** For so long as any obligations under that certain Loan and Security Agreement dated of even date herewith by and between Green Bank, N.A., a National association ("Lender"), the Company, and TruEnergy Holdings LLC, a Texas limited liability company remain outstanding, none of the membership interests of the Company shall be evidenced by a certificate, and no Member shall receive a certificate in connection with such Member's membership interest without Lender's prior written consent. Neither the Company nor any Member shall elect the application of Article 8 of the Uniform Commercial Code ("UCC") to apply to any of the membership interests or any rights associated therewith or elect to cause the membership interests to constitute "securities" within the meaning of, and governed by, Articles 8 and 9 of the UCC. The membership interests granted herein and all rights associated therewith shall at all times constitute general intangibles under the UCC.

## ARTICLE 3

### **RIGHTS AND OBLIGATIONS OF THE MEMBER**

**Section 3.1 Limitation of Liability.** Except as otherwise expressly required by law, no Member shall be liable for any debt, loss, obligation or liability of the Company or of its employees or agents.

**Section 3.2 Company Records.** The Manager shall maintain and preserve all accounts, books, and other relevant Company documents, including those documents required to

be maintained by the Act. Upon reasonable request, the Member shall have the right, during ordinary business hours, to inspect and copy Company documents at its expense.

**Section 3.3 Assignment.** Except for limitations on transfer imposed by federal and state securities laws, the Member may assign, pledge or otherwise transfer its member interest to any person upon such terms and conditions as the Member, in its sole discretion, may determine.

**Section 3.4 Member Has No Exclusive Duty to the Company.** The Member may have other business interests and may engage in other activities in addition to those relating to the Company. The Company (and if there is more than one Member, the other Members) shall not have any right, by virtue of this Company Agreement, to share in such other investments or activities of the Member or to the income or proceeds derived therefrom. The Member shall incur no liability to the Company as a result of engaging in any other business or venture.

## **ARTICLE 4**

### **ACTIONS OF THE MEMBER**

Since the Company is organized as a single member limited liability company, no meetings of the Member are required. Any action that may be authorized or taken at a meeting of members of a limited liability company organized under the Act may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, the Member, which writing or writings shall be filed with or entered upon the records of the Company.

## **ARTICLE 5**

### **RIGHTS AND OBLIGATIONS OF MANAGER**

**Section 5.1 Management.** The business of the Company shall be conducted by or under the direction of the Manager, subject to the limitations imposed by law, the Certificate of Formation and this Company Agreement. Except for situations in which the approval of the Member is expressly required by this Company Agreement or by provisions of applicable law which cannot be varied by the provisions of this Company Agreement, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Unless otherwise expressly indicated, the reference to Manager or Managers in this Company Agreement shall be read "Managers" when more than one Person is serving as Manager, and the reference to Manager or Managers in this Company Agreement shall be read "Manager" when only one Person is serving as Manager.

**Section 5.2 Number, Tenure and Qualifications.** As evidenced by their signatures to this Company Agreement below, Barrett Kingsriter and Bobby Renkes hereby resign as Managers of the Company as set forth in the Original Agreement. Upon the execution of this Company Agreement, the Company shall have one (1) Manager, who shall be TruEnergy Holdings LLC. The number of Managers of the Company and the term of any Manager shall be fixed from time to time, and Managers shall be appointed, by approval of the Member. Unless otherwise provided by the Member at the time of a Manager's appointment, each Manager shall

hold office until removed or a successor shall have been appointed and qualified. Managers need not be members of the Company or residents of, or domiciled in, the State of Texas.

**Section 5.3 Certain Powers of Manager.** Without limiting the authority granted by Section 5.1 (but subject to the restrictions set forth in Section 5.4), the Managers shall have power and authority, on behalf of the Company:

- (a) To operate and manage Company Property in the ordinary course of business;
- (b) To invest any Company funds (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper, stocks, bonds or other investments;
- (c) To enter into any and all agreements on behalf of the Company, with any Person, in such forms as the Managers may approve;
- (d) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of property; assignments; bills of sale; leases; and any other instruments or documents necessary, in the opinion of the Managers, to the business of the Company;
- (e) To purchase liability and other insurance to protect Company Property and the Company's business;
- (f) To employ accountants, legal counsel, investment advisors, managing agents, consultants, or other experts to perform services for the Company and to compensate them from Company funds; or
- (g) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business in the ordinary and due course.

Unless authorized to do so by this Company Agreement or by the Member or the Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

**Section 5.4 Restrictions on Authority of Manager.** The Manager shall have the authority to do any of the following only with the approval of the Member:

- (a) To acquire property from any person;
- (b) To sell or refinance Company Property;
- (c) To assign the Company Property in trust for creditors or on the assignee's promise to pay the debts of the Company; or

- (d) To confess a judgment against the Company.

**Section 5.5 Manager Has No Exclusive Duty to the Company.** No Manager shall be required to manage the Company as the Manager's exclusive function and any Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor the Member shall have any right, by virtue of this Company Agreement to share in such other investments or activities of the Managers or to the income or proceeds derived therefrom. A Manager shall not incur any liability to the Company or to the Member as a result of engaging in any other business or venture.

**Section 5.6 Compensation and Expenses of the Manager.** The Manager will not receive any compensation from the Company for serving as Manager, but all reasonable expenses incurred by any Manager in connection with their service as Manager (including without limitation reasonable charges for legal, accounting, data processing, administrative, executive, tax and other services rendered by employees of any Manager, Member or Affiliate) and approved by the Member will be paid by the Company. Nothing contained in this Section 5.6 is intended to affect any membership interest of a Manager or the amount that may be payable to a Manager by reason of its interest in the Company.

**Section 5.7 Bank Accounts.** The Manager may from time to time open bank accounts in the name of the Company, and designate such signatories thereon as the Manager determines is in the best interest of the Company. The funds of the Company will be kept in banking and other accounts from time to time in accordance with policies approved by the Manager, provided that funds of the Company may not be kept in any master or general account unless separate entries are made on the records of the Company and on the books and records relating to such master or general account reflecting that amounts received from the Company have been deposited for the account of the Company and that withdrawals by or for the Company have been made for the purpose of disbursing funds to the Company or for paying liabilities of the Company. Withdrawals from any account will be made on the manual or facsimile signature of one or more individuals designated by the Manager. There will be no commingling of the assets of the Company with the assets of any other Person except as permitted by this Company Agreement.

**Section 5.8 Resignation.** Any Manager of the Company may resign at any time by giving written notice to the Company. The resignation of any Manager shall take effect upon the Company's receipt of notice thereof or at such later time as shall be specified in such notice. The resignation of a Manager who is also the Member shall not affect the Manager's rights as the Member and shall not constitute a withdrawal of the Member.

**Section 5.9 Right to Rely on Manager.** No person dealing with a Manager shall be required to ascertain whether that Manager is acting in accordance with this Company Agreement, but shall be protected in relying solely on the assurance of and the execution of all documents and instruments by the Manager. Without limiting the foregoing, any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any one Manager as to:

- (a) The identity of any Manager or the Member;



(b) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by any Manager or which are in any other manner germane to the affairs of the Company;

(c) The Persons who are authorized to execute and deliver any instrument or document of the Company; or

(d) Any act or failure to act by the Company or any other matter that may involve the Company.

## **ARTICLE 6**

### **MEETINGS OF MANAGERS**

**Section 6.1 Meetings.** Meetings of the Managers may be called by any Manager. If only one Manager is appointed, no meetings of the Managers are required.

**Section 6.2 Place of Meetings.** The Manager may designate any place, either within or outside the State of Texas, as the place of meeting for any meeting of the Managers. If no designation is made, or if a special meeting is called, the place of meeting shall be the principal office of the Company.

**Section 6.3 Notice of Meetings.** Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered to the Managers at least twenty-four (24) hours before the date of the meeting.

**Section 6.4 Waiver of Notice.** Notice of the time, place and purposes of any meeting of Managers may be waived either: (i) in writing by any Manager, either before, during or after such meeting; or (ii) by attendance at a meeting without protesting a lack of notice. Such a written waiver shall be filed with or entered upon the records of the meeting. The attendance of any Manager at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by the Manager of notice of the meeting.

**Section 6.5 Quorum.** A majority of the whole number of authorized Managers shall constitute a quorum for a meeting of the Managers.

**Section 6.6 Manner of Acting.** When a quorum is present at any meeting, the affirmative vote of a majority of the Managers constituting the quorum shall be the act of the Managers for all purposes, unless the vote of a greater or lesser proportion or number is otherwise expressly required by the Act, by the Certificate of Formation, or by this Company Agreement. Unless otherwise expressly provided herein or required under applicable law, Managers who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Managers vote or consent may vote or consent upon any such matter and their vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Managers.

**Section 6.7 Action by Managers Without a Meeting.** Any action that may be authorized or taken at a meeting of the Managers may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all the Managers, which writing or writings shall be filed with or entered upon the records of the Company.

## **ARTICLE 7** **OFFICERS**

**Section 7.1 General.** The Manager may elect such officers and assistant officers as the Manager may from time to time determine. The officers shall perform such duties as determined by the Manager. The Manager may choose not to elect officers of the Company.

**Section 7.2 Election and Term of Office.** The officers of the Company, if any, shall be elected at such frequency as determined by the Manager, and each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he shall resign or shall have been removed from office in the manner hereinafter provided.

**Section 7.3 Removal.** Any officer may be removed by the Manager at any time, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the Person so removed. Election or appointment of an officer shall not of itself create contractual rights.

## **ARTICLE 8** **TERMINATION OF THE COMPANY**

**Section 8.1 Events Causing Termination.** The Company shall dissolve, wind up and terminate upon the written consent of the Member.

**Section 8.2 Procedure on Termination.** Upon dissolution of the Company under Section 8.1, the Manager shall proceed to liquidate and wind up the business of the Company. Upon the winding up of the Company, the business of the Company may be continued in order to maximize the Company's value as a going concern for eventual sale. The Manager, in lieu of selling all or any of the Company assets, may convey the assets in kind to the Member. The Manager shall file a Certificate of Termination with the Texas Secretary of State. The Company assets and the proceeds of any liquidation sale shall be applied and distributed at the closing of any sale in the following order of priority:

(a) To the payment of all debts and liabilities of the Company and all expenses of liquidation;

(b) To the setting up of such reserves as the Manager may deem necessary for any contingent liabilities of the Company. Any reserves shall be applied to the discharge of any contingent liabilities, and, at the expiration of whatever period the Manager may deem advisable, the balance shall be distributed as provided in clause (c) below; and

(c) The balance, if any, shall be distributed to the Member.

## **ARTICLE 9**

### **FISCAL MATTERS**

**Section 9.1 Books and Records.** The Manager shall maintain full and accurate books of the Company at the Company's principal place of business, showing all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Company's business and affairs. The books of the Company shall be kept on either a cash or an accrual basis as determined by the Manager. The Member and its duly authorized representatives shall at all times during regular business hours have access to and may inspect and copy any of such books and records.

**Section 9.2 Company Year.** The annual accounting period of the Company shall end on December 31.

**Section 9.3 Company Bank Accounts.** The Manager shall receive all monies of the Company and shall deposit the same in one or more banking accounts. All expenditures by the Manager shall be made by checks, debit card or other electronic transactions drawn against the Company accounts. Withdrawals from Company accounts shall be made upon the signature or authorization of such Persons as the Manager determines is in the best interest of the Company.

**Section 9.4 Accounting Decisions.** All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by the Manager.

**Section 9.5 Single Member Limited Liability Company; Federal Income Tax Status.** Upon the execution of this Company Agreement, the Company has only one Member. For federal income tax purposes under the Code: (a) the Company shall be disregarded as an entity separate from its owner while the Company has only one Member; or (b) treated a partnership if the Company has two or more Members. At such time as the Company has two or more Members, this Company Agreement shall be amended to include such provisions as the Members deem necessary to: (a) allocate rights and obligations between or among the Members; and (b) properly allocate, profits, losses and other tax attributes in a manner consistent with the requirements of the Code and any regulations promulgated under the Code.

## **ARTICLE 10**

### **INDEMNIFICATION**

**Section 10.1 Indemnification and Indemnifiable Claims.** The Company shall indemnify and hold harmless (i) each Manager, (ii) any Member, (iii) any Affiliate of a Manager or any Member, (iv) any officer, director, employee, agent, stockholder, member or partner of the Company, a Member or any of its Affiliates or (v) any Person who is or was serving at the request of the Company as a manager, member, director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise (each, an "Indemnitee"), to the fullest extent provided by, and in accordance with the procedures set forth in Sections 101.401, 101.402, and Chapter 8 of the Act,

and any other applicable laws; provided, however, that Chapter 8 of the Act shall be modified in the following respects as applied to the Company:

(a) Indemnification of any Person who has satisfied the standard of conduct set forth in Section 8.101 of the Act shall be mandatory rather than optional. The determination under Section 8.101 of the Act that indemnification shall be made shall also constitute authorization of indemnification under Section 8.103 of the Act;

(b) Advancement of expenses to a Person who has satisfied the requirements of Section 8.104 of the Act shall be mandatory rather than optional; and

(c) Payment or reimbursement of expenses to a Person pursuant to Section 8.106 of the Act in connection with his or her appearance as a witness or other participation in a proceeding shall be mandatory rather than optional.

THE MEMBER RECOGNIZES THAT AN INDEMNITEE SHALL BE ENTITLED TO INDEMNIFICATION FROM ACTS OR OMISSIONS EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), OR STRICT LIABILITY OF SUCH INDEMNITEE.

**Section 10.2 Insurance and Other Sources of Indemnification.** Subject to Section 8.151 of the Act, the Company may purchase and maintain insurance or make other arrangements on behalf of any Person, who is or was a Member, officer, employee, agent or other Person identified in Section 10.1 above, against any liability asserted against or incurred by him or her in such a capacity or arising out of his or her status as such a Person, whether or not the Company would have the power to indemnify such Person against that liability under Section 10.1 or otherwise.

**Section 10.3 Settlements.** Notwithstanding Section 10.1 of this Agreement, the Company shall not be obligated to make any indemnification payment to any Indemnitee in respect of any settlement unless such settlement shall have been approved (i) by the Manager in writing or (ii) by final, nonappealable order of a court of competent jurisdiction.

**Section 10.4 Source of Funds.** The indemnification provided by Article 10 shall be made and shall be recoverable by the Indemnitee only out of the tangible net assets of the Company and not from the Members.

**Section 10.5 Entitlement.** These indemnification provisions shall inure to the Manager, the Member, officers, employees and agents of the Company, and to other Persons serving at the request of the Company (as provided in this Article), regardless of whether any such Person ceases to serve as such at any time and whether or not the claim asserted against any such Person is based on matters that antedate the adoption of this Article, and in the event of any such Person's death, shall extend to such Person's legal representatives; but such rights shall not be exclusive of any other rights to which any of the foregoing Persons may be entitled.

**Section 10.6 Exculpation.** Neither the Manager, any Affiliate of any member or of the Manager, nor any officer of the Company, shall be liable, responsible, or accountable in damages



or otherwise to the Company or any Member by reason of, or arising from, the operations, business or affairs of, or any action taken or failure to act on behalf of, the Company, except to the extent that any of the foregoing is determined, by a final, nonappealable order of a court of competent jurisdiction to have been primarily caused by any act of such person; provided that if the act of any person claiming exculpation shall consist of a conviction of or plea of no contest to a felony, then such person shall not be entitled to exculpation unless it is determined, by final, nonappealable order of a court of competent jurisdiction that exculpation should be granted in whole or part or that such act was not the primary cause of any of the matters for which exculpation is being sought. THE MEMBER RECOGNIZES THAT THIS PROVISION SHALL RELIEVE ANY SUCH PERSON FROM ANY AND ALL LIABILITIES, OBLIGATIONS, DUTIES, CLAIMS, ACCOUNTS AND CAUSES OF ACTION WHATSOEVER EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), OR STRICT LIABILITY OF SUCH PERSON.

## **ARTICLE 11**

### **GENERAL PROVISIONS**

#### **Section 11.1 Notices.**

(a) Except as otherwise provided in this Company Agreement, any and all notices, consents, waivers, requests, votes or other instruments or communications provided for under this Company Agreement shall be in writing, signed by the party giving the same and shall be deemed properly given only if hand delivered or sent by overnight courier or registered or certified United States mail, postage prepaid, addressed: (a) in the case of the Company, to the Company, at the principal office of the Company, (b) in the case of a Member or Manager to the Member or Manager at its address set forth in the records of the Company. The Member or any Manager may, by notice to the Company, specify any other address for the receipt of such instruments or communications.

(b) Written notice of a meeting of the Manager stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered: (i) personally; (ii) by regular United States mail, postage prepaid, addressed to such Manager at its address set forth in the records of the Company; or (iii) by facsimile to such Manager at its facsimile number set forth in the records of the Company. Such notice shall be given by or at the direction of the Manager or Person calling the meeting. If mailed, such notice shall be deemed to be delivered two (2) calendar days after being deposited in the United States mail; and if sent via facsimile, such notice shall be deemed to be delivered on the date the transmitting facsimile machine confirms the dispatch of the facsimile.

**Section 11.2 Applicable Law.** This Company Agreement and the rights of the Member shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

**Section 11.3 Severability.** In case any one or more of the provisions contained in this Company Agreement or any application thereof shall be invalid, illegal or unenforceable in any

respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

**Section 11.4 Binding Effect.** Except as herein otherwise provided to the contrary, this Company Agreement shall be binding upon, and inure to the benefit of, the Member and its respective heirs, executors, administrators, successors and permitted assigns.

**Section 11.5 Authority to Amend.** Amendments to this Company Agreement shall require the approval of the Member.

[Signature Page To Follow]



IN WITNESS WHEREOF, the sole Member and Manager has signed the Company Agreement as of the date first above written.

SOLE MEMBER AND MANAGER:

TRUEENERGY HOLDINGS LLC,  
a Texas limited liability company

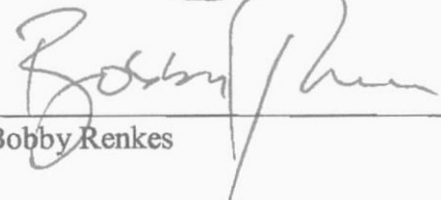
By:

  
Barrett Kingsriter, an authorized  
representative of the Board of Managers

**RESIGNING MANAGERS:**

The undersigned hereby acknowledge and agree to this Amended and Restated Company Agreement and knowingly and willingly resign as Managers of the Company as set forth in the Original Agreement.

  
Barrett Kingsriter

  
Bobby Renkes

## EXHIBIT "A"

### DEFINED TERMS

Capitalized words and phrases used in this Company Agreement have the following meanings:

1. "Act" means the Texas Limited Liability Company Law (as defined in Section 1.008(e) of the Texas Business Organizations Code), as amended from time to time (or any corresponding provisions of succeeding law).

2. "Affiliate" means, with respect to any Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such Person, (iii) any officer, director or general partner, or manager of such Person, or (iv) any Person who is an officer, director, general partner, manager, trustee or holder of ten percent (10%) or more of the voting securities of any Person described in clauses (i) through (iii) of this sentence.

3. "Capital Contribution" means, with respect to the Member, the amount of money and the value of any property (other than money) contributed to the Company by the Member, as determined by the Company.

4. "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

5. "Company" means TruEnergy Services LLC, and the limited liability company continuing the business of this Company in the event of dissolution as herein provided.

6. "Company Agreement" means this Amended and Restated Company Agreement as amended from time to time.

7. "Company Property" means all property acquired by the Company and shall include both tangible and intangible property.

8. "Encumbrance" means any lien, pledge, encumbrance, collateral assignment or hypothecation. The terms "Encumber," "Encumbered," "Encumbering," and "Encumbrances" shall have correlative meanings.

9. "Manager" shall mean TruEnergy Holdings LLC, a Texas limited liability company, or its assignee or transferee or any other Person that succeeds the foregoing in that capacity.

10. "Member" means TruEnergy Holdings LLC, a Texas limited liability company, or its assignee or transferee.

11. "Person" means any individual, partnership, corporation, trust, estate, limited liability company or other entity.

Exhibit A-17 "Secretary of State"



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
08/07/2018	201821802786	FOREIGN LLC - REGISTRATION CORRECTION (LFC)	50.00	0.00	0.00	0.00

### Receipt

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

DANNY JESTER  
2930 COMMERCE ST.  
DALLAS, TX 75226

## STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted  
2275788

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

**TRUENERGY SERVICES LLC**

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

Document(s)

**FOREIGN LLC - REGISTRATION CORRECTION**

Effective Date: 08/06/2018

Document No(s):

**201821802786**



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

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
7th day of August, A.D. 2018.

*Jon Husted*

Ohio Secretary of State

Exhibit B-1 "Jurisdictions of Operations"

Illinois  
Maryland  
Massachusetts  
New Hampshire  
New Jersey  
New York  
Ohio  
Pennsylvania  
Texas

## Exhibit B-2 "Experience & Plans"

Applicant provides direct advice and energy brokerage services to a variety of different clients, including small businesses, large commercial and industrial companies, chain and multi-location businesses, schools and non-profit institutions, and cities and municipalities. Applicant also works with groups of businesses or organizations to negotiate competitive pricing. Applicant offers a variety of pricing options, including fixed and indexed options, that suit a client's energy needs.

Applicant does not take title to the electricity, and only engages in arms-length negotiations with with potential suppliers to secure the lowest competitive bids.



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

Applicant has more than 10 years' experience providing energy brokerage and aggregation services, including contracting with customers to combine electric or natural gas load and representing customers in the purchase of retail electric and natural gas services. Applicant provides leading-edge market analysis and rate negotiations for a variety of different clients, including small businesses, commercial and industrial businesses, cities and municipalities, and governmental institutions. At this time, applicant has over 10,000 active accounts using nearly 3 million annual MWh (electric) and nearly 2 million annual Therms (gas).

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

Applicant is not subject to any pending or past rulings, judgments, contingent liabilities, revocations of authority, regulatory investigations, or any other matters 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.

## Exhibit C-1 "Annual Reports"

Applicant does not provide annual reports to shareholders because applicant is organized as a limited liability company. Annual reports are not prepared for Members.

## Exhibit C-2 "SEC Filings"

Applicant does not file 10-K/8-K filings with the Securities and Exchange Commission ("SEC") because Applicant does not meet the SEC requirement to file 10-K or 8-K forms.

Exhibit C-3 "Financial Statements"

1:29 PM

08/19/19

Accrual Basis

**TruEnergy Services LLC**  
**Profit & Loss by Class**  
January through December 2018

	OH	TOTAL
Ordinary Income/Expense		
Income		
Commission Income		
Contract Adjustments		
Cancelled	-2,521.05	-2,521.05
Usage & Other	846.52	846.52
Total Contract Adjustments	-1,674.53	-1,674.53
Commission Income - Other	194,974.30	194,974.30
Total Commission Income	193,299.77	193,299.77
Total Income	193,299.77	193,299.77
Gross Profit	193,299.77	193,299.77
Net Ordinary Income	193,299.77	193,299.77
Net Income	193,299.77	193,299.77

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05/20/20

Accrual Basis

**TruEnergy Services LLC**  
**Profit & Loss**  
January through December 2019

	OH	TOTAL
Ordinary Income/Expense		
Income		
Commission Income		
Contract Adjustments		
Transfers	-2,157.51	-2,157.51
Total Contract Adjustments	-2,157.51	-2,157.51
Commission Income - Other	391,458.66	391,458.66
Total Commission Income	389,301.15	389,301.15
Total Income	389,301.15	389,301.15
Gross Profit	389,301.15	389,301.15
Net Ordinary Income	389,301.15	389,301.15
Net Income	<u>389,301.15</u>	<u>389,301.15</u>

Exhibit C-4 "Financial Arrangements"

Applicant does not have any financial arrangements with third parties to allow it to conduct CRES as a business activity.



Exhibit C-5 "Forecasted Financial Statements"

TruEnergy Services LLC  
Profit & Loss Forecast Overview  
January through December 2020

4:35 PM  
05/20/2020  
Accrual Basis

OH

	<u>Jan - Dec 20</u>	<u>Jan - Dec 21</u>
Ordinary Income/Expense		
Income		
Commission Income		
Contract Adjustments		
Transfers	-2,481.17	-2,729.29
Total Contract Adjustments	-2,481.17	-2,729.29
Commission Income - Other	450,177.46	495,195.21
Total Commission Income	447,696.29	492,465.92
Total Income	447,696.29	492,465.92
Gross Profit	447,696.29	492,465.92
Net Ordinary Income	447,696.29	492,465.92
Net Income	447,696.29	492,465.92

Exhibit C-6 "Credit Rating"

N/A

Exhibit C-7 "Credit Report"

Update your information with D-U-N-S®  
Manager

Report as of: 05-20-2020

## TRUEENERGY SERVICES LLC

ACTIVE

SINGLE LOCATION

Address: 8222 Douglas Ave Ste 200, Dallas, TX, 75225, UNITED STATES

### Unlock all the features of CreditBuilder™

The only product on the market that allows you to monitor and potentially build your  
D&B® credit file.

Call **1-855-315-3720** to learn more

#### COMPANY PROFILE ⓘ



##### D-U-N-S

01-108-7119

##### Mailing Address

United States

##### Age (Year Started)

2 years (2018)

##### Date Incorporated

August 2, 2018

##### Line of Business

Business consulting services

##### State of Incorporation

Oklahoma

##### Ownership

Not publicly traded

##### Street Address:

8222 Douglas Ave Ste 200  
Dallas, TX, 75225  
UNITED STATES

Events	Occurrences	Last Filed	US\$ 0	
Bankruptcies	0	-	Highest Now Owing <b>US\$ 0</b>	Total Trade Experiences <b>1</b>
Judgments	0	-		
Liens	0	-	Largest High Credit <b>US\$ 50</b>	Average High Credit <b>-</b>
Suits	0	-		
UCC	4	04-09-2020		

OWNERSHIP ⓘ

This company is a **Single Location**.

Total Members in Family Tree -

Subsidiaries	Branches
0	-

FINANCIAL OVERVIEW ⓘ

This company has not provided financial statements to D&B.

INQUIRIES ⓘ

12 Month Summary

Total number of Inquiries	Unique Customers
12 ⓘ	7

#### Exhibit C-8 "Bankruptcy Information"

The Applicant and its officers have never filed for bankruptcy in the current year or within the two most recent years preceding the application. In July of 2018, TruEnergy Services LLC acquired substantially all assets from Greenwave Concepts, LLC dba TruEnergy. No other reorganizations have taken place within the last two years. The Applicant does not have any parent or affiliate organizations.



## Exhibit C-9 "Merger Information"

In July of 2018, TruEnergy Services LLC acquired substantially all assets from Greenwave Concepts, LLC dba TruEnergy. No other mergers or acquisitions have taken place within the last two years.

## Exhibit C-10 "Corporate Structure"

The Applicant is a Limited Liability Company organized in the state of Texas. The Applicant is a stand-alone entity with no affiliate within the two most recent years preceding the application.

## Exhibit D-1 "Operations"

Applicant's operations include the following:

- Electric brokerage services that address the energy needs of commercial, industrial, and government clients by negotiating directly with a network of suppliers to find the energy supply options that best address the client's needs.
- Advising residential, commercial, and industrial clients on the energy options available, including researching the best pricing options.
- Aggregating groups of clients, including cities, churches, neighborhood associations, or commercial and industrial companies to allow them to negotiate better pricing options and terms.

Exhibit D-2 "Operations Expertise"

### SUMMARY

Danny Jester has over twenty years of experience creating, building, and managing companies. He uses a hands-on style of management, operationally focused, with an emphasis on the processes, the technology, and the checks and balances to build scalable businesses. He is the Founder and President of TruEnergy, one of the country's largest privately-held commercial electricity brokers. He is the Co-Founder of The Garage, a Business Accelerator Program, located in Dallas, Texas, that focuses on providing mentorship and access to capital to start-up and growing companies. Mr. Jester holds a BBA in Accounting and Finance from Texas A&M University.

### AREAS OF EXPERTISE

- Operational Management
- Business Creation/Development
- Capital Acquisition/Exit Strategy
- Customer Acquisition & Penetration
- Complex Contract Negotiations
- Financial & Profit Analysis
- Account Relationship Management
- P&L Management and Reporting
- International Project Outsourcing

### PROFESSIONAL EXPERIENCE

February 2009 – Present  
*Founder/CEO/President*

TruEnergy Services, LLC (DBA TruEnergy)

TruEnergy is a privately held energy broker and consulting firm representing many of the country's largest Retail Energy Providers. Our management team leads a highly trained group of expert Energy Consultants that have brought in thousands of dollars in savings for commercial & industrial energy users, while adding millions in contract value to the balance sheets of US and globally based energy providers.

#### *Business Creation, Market Penetration, Process Development*

- Established supplier agreements and preferred relationships with many of the country's largest and most reputable Retail Energy Suppliers.
- Developed internal software, systems, and processes to acquire and manage commercial electricity and gas clients.
- Expanded and grown customer base to include almost 10,000 commercial clients of all sizes across 18 states including small businesses, large commercial and industrial corporations, chains, cities, governmental agencies and schools.
- Continues to expand and obtain licenses in new deregulated energy markets.

April 2004 – July 2009  
*Founder/Managing Partner*

Debit Resources, LLC

Developed the first processor neutral Enhanced Service Provider platform for the purpose of providing customized voice-enabled payment applications for the Debit/Credit Payments industry.

# Danny Jester

---

## *Market Creation, Penetration, and Exit*

- Identified target clients through industry contacts, networking events, trade shows, and referrals including banks and payment processors that were being underserved by existing providers in a unique market niche.
- Negotiated with C-Level executives to implement channel partner strategies with client base that allowed for revenue/profit participation, converting a cost center into a lucrative profit center for clients.
- Expanded customer base from one BIN on a single processor to over 300 BINs across a portfolio of some of the largest providers serving the market including First Data Corp, RBS/Lynk and MetaBank, representing over 10 million user accounts.
- Negotiated multi-year carrier contracts with domestic and international telecommunications companies that supported the underlying transport infrastructure of the voice and data communications.
- Successfully negotiated the sale of the proprietary assets of the Company to a strategic client.

July 2006 – March 2009

*Founder/Managing Partner*

SwitchLease, LLC

SwitchLease, LLC was created as a facilities-based provider of hosted switching solutions targeting the wholesale carrier marketplace. The Company developed proprietary routing, rating, reporting and billing software to enable Tier 2 and Tier 3 wholesale carriers to buy and sell domestic and international origination and termination.

## *Market Development and Exit*

- Expanded international customer base to include over 100 hosted switch customers representing millions of minutes per month of wholesale carrier traffic through channel development and distributor programs.
- Established and negotiated multi-million dollar bilateral wholesale carrier agreements with Tier 2 and Tier 3 international carriers in LATAM, Europe, and Asia.
- Successfully negotiated the sale of the proprietary assets of the Company to a Tier 2 wholesale carrier.

January 2000 – May 2004

*Founder/President*

Nuava Networks, LP

Founded Nuava Networks, LP as a facilities-based provider of wholesale carrier services, prepaid calling card services, unified messaging and conferencing services.

## *Business Creation, Development, and Exit*

- Created company vision, business and marketing plan, vendor selection and negotiation of hardware and software, as well as pricing and rate negotiations with vendors and carriers.
- Established and negotiated bilateral multi-million dollar wholesale carrier agreements with most of the largest Tier 1 international carriers including AT&T, Level3, Qwest, Primus and Worldcom.

# Danny Jester

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- Established and negotiated international carrier agreements in Mexico with Protel, Telmex, Alestra and Marcatel. Established POPs (Points of Presence) in multiple cities throughout Mexico and LATAM region to provide pricing efficiencies for the transport of voice traffic (minutes) from USA to international destinations.
- Expanded the capacity and volume of minutes from less than a million minutes per month to over 40 million minutes per month of prepaid and wholesale international termination traffic.
- Established a nationwide network of Agents and Distributors of prepaid calling cards.
- Early adopter of VOIP technologies for transport and interconnection of wholesale termination routes.
- Successful exit included selling wholesale assets to equity partner in Mexico while maintaining proprietary software and switching facilities that would be rolled up as part of the founding of Debit Resources, LLC.

February 1996 – January 2000

*Founder/President*

**Network Global Communications, Inc.**

Founded Network Global Communications, Inc. as a non-facilities based provider of telecom services for hotels, pay phones, and casetas (calling centers) from Mexico to the United States.

- Traveled extensively throughout rural Mexico to establish a network of Agents to provide collect calls, international callback, and prepaid calling card services to casetas, payphones and hotel operators.
- Established strategic bilateral origination and termination agreements with Mexico-based carriers including Protel, Avantel, Telmex and Bestel. The operations of Network Globalcom were rolled up as part of the founding of Nuava Networks, LP.

## **EDUCATION**

**Texas A&M University;** College Station, Texas

*BBA in Accounting and Finance 1994*

**White Oak High School;** Longview, Texas

*Valedictorian 1989*



Exhibit D-3 "Key Technical Personnel"

Zach Jeffery - CEO  
8117 Preston Road, Suite 300  
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855.625.3205  
zach.jeffery@truenergy.com  
Served as TruEnergy's COO for 2 years.

Ken Harris - Senior Vice President  
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855.625.3205  
kenh@truenergy.com  
Has served as Sr. VP for 4 years

Danny Jester - Founder / Managing Member  
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855.625.3205  
danny.jester@truenergy.com  
Served as President and CEO for 10 years