

**ATTACHMENT H**

**XOOM ENERGY ILLINOIS, LLC**

**Qualifications of Agents and Contractors:**

Attached please find a copy of the Service Agreement between PPL Solutions, LLC and XOOM Energy, LLC which is attached herto and incorporated herein as Attachment H.

## SERVICES AGREEMENT

as Services Agreement ("Agreement") is executed as of May/3, 2011 (the "Effective Date"), between Xoom Energy, LLC. ("Client") with a principal place of business at 13580 Ballantyne Corporate Place, Suite 150, Charlotte, NC 28277 and PPL Solutions, LLC ("PPL") with a principal place of business at 2 North 9<sup>th</sup> Street Allentown, PA 18101. PPL offers certain back office and customer fulfillment services to retail energy suppliers. Client is a retail energy supplier and desires to purchase certain services from PPL. Therefore, the parties hereby agree as follows:

1. **Services.** PPL shall perform the professional services set forth on Exhibit A ("Services"). Either Party may propose changes to the description of Services in Exhibit A ("Services Description"), but no changes will be effective until included in a written amendment to this Agreement signed by both Client and PPL. Client shall provide on a timely basis accurate and complete data and information that PPL reasonably requires to provide the Services. Client shall assist PPL in obtaining all permits or authorizations from third parties to provide the Services. The Parties agree that PPL does not make, and shall not be deemed to be making, sales of electricity or gas to retail end-use customers on behalf of itself or Client by virtue of providing the Services to Client. In addition, at no time shall PPL take title to, or be deemed to be the owner of, any electricity, gas, or other energy product to be sold by Client at retail to end-user customers. PPL shall use commercially reasonable efforts to provide the Services in accordance with the Service Levels as specified in Exhibit C.

2. **Term.** This Agreement shall begin on the Effective Date and shall terminate on the third anniversary of the Effective Date ("Initial Term") and shall be automatically renewed for successive periods of one year each (each, a "Renewal Term"), unless either party notifies the other party at least ninety (90) days before expiration of the Initial Term or then-current Renewal Term of its intent not to renew this Agreement. The Initial Term and any Renewal Terms may be collectively referred to as the "Term."

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4.1 **Proprietary Rights.**

4.1 **Client Content.** All materials provided by Client for the provision of Services ("Client Content") shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights ("Intellectual Property Rights") contained therein. Client hereby grants to PPL a non-exclusive, worldwide, royalty-free license for the Term to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works of, distribute, perform, display, and otherwise use Client Content to render the Services to Client.

4.2 **PPL Rights.** PPL shall retain all right, title, and interest in and to its Intellectual Property Rights, including but not limited to any materials provided hereunder, computer software, programming code, user interfaces, databases, applets, screens or web pages, techniques, algorithms or methods used by PPL to provide the Services that were created, acquired or otherwise owned by PPL ("PPL Intellectual Property"). PPL hereby grants to Client a non-exclusive, worldwide, royalty-free, non-transferable, non-sublicensable license during the Term to use the PPL Intellectual Property necessary to receive the Services. Nothing in this Agreement shall be construed to grant Client any ownership right in, or license to, any product, service or material created or acquired by PPL, except as explicitly set forth in the Services Description.

**5. Confidentiality.** During the course of this Agreement, information that is confidential or proprietary to one party ("Disclosing Party") may be disclosed to the other party ("Receiving Party"), which information includes but is not limited to software (in both object and source code versions), technical processes and formulas, products, sales, costs and other unpublished financial information, product and business plans, projections, confidential data and information, and customer lists (collectively, "Confidential Information"). Confidential Information shall not include information that the Receiving Party can demonstrate (a) was publicly available at the time of its initial disclosure by Disclosing Party to Receiving Party, (b) was already known to the Receiving Party as of the time of its initial disclosure without an obligation of confidentiality at the time it was received, (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information, or (d) is subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party. Except as provided in this Agreement, each party shall use Confidential Information only in connection with this Agreement and not make any disclosure of the Confidential Information to anyone other than to those who have a need to know such information in connection with this Agreement, or as may be required by order of any court, government agency or regulatory body. Neither Party shall make any press release regarding this Agreement without the prior written consent of the other Party hereto, provided, however, that PPL may disclose that Client is a customer of PPL. The confidentiality obligations of each party shall survive the termination of this Agreement for a period of two years

**6. Representations and Warranties.** Each party hereby represents and warrants to the other that it (a) has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby, (b) is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or formation, and (c) is in good standing in each jurisdiction in which the failure so to qualify could reasonably be expected to have a material adverse effect on each party's ability to perform its obligations hereunder. PPL further represents and warrants to Client that it shall perform the Services in a professional and workmanlike manner and shall at all times remain compliant with all state, federal and local laws.

**7. Disclaimer of Warranties.** OTHER THAN AS EXPRESSLY SET FORTH IN ARTICLE 6 ABOVE, THE PARTIES HEREBY DISCLAIM AND EXPRESSLY WAIVE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PPL FURTHER DOES NOT WARRANT THAT THE SERVICES SHALL BE PROVIDED ERROR-FREE OR WITHOUT INTERRUPTION, OR THAT ANY DELIVERABLE WILL FUNCTION IN ANY PARTICULAR MANNER.

## **8. Termination.**

**8.1 Termination for Cause.** Either party may terminate this Agreement or any Services Description hereunder immediately upon written notice to the other party if: (a) the other party fails to pay any undisputed amount owed when due under this Agreement and such failure continues for seven (7) calendar days after receipt of written notice requiring such failure to be remedied; (b) the other party fails to perform any of its material obligations under this Agreement and such failure continues for thirty (30) calendar days after receipt of written notice requiring such failure to be remedied; (c) Client fails to maintain a financial assurance as required in Section 11 and such failure continues for five (5) calendar days after receipt of written notice requiring such failure to be remedied, (d) the other party is dissolved; (e) the other party becomes insolvent, voluntarily or involuntarily engages in a reorganization or other proceeding under the bankruptcy laws, has a receiver appointed, or enters into an assignment or any general arrangement for the benefit of its creditors; or (f) Client misses a market launch date, as discussed in Paragraph 14 of Exhibit A attached hereto and incorporated herein, as a result of actions that were within PPL's control or PPL knew and PPL failed to notify Client within a reasonable time of said delay. Written notice of termination shall include the date upon which such termination shall be effective ("Termination Date").

**8.2 Effect of Termination.** (a) PPL shall cease providing all Services as of the Termination Date, (b) within thirty (30) days of the Termination Date, Client shall pay PPL the applicable Fees for all Services rendered prior to the Termination Date, including the remaining balance of set up fees amortized over the Term, if any, and (c) within thirty (30) days of the Termination Date, each party shall return or destroy all Confidential Information at the request of the other party, subject to any legal requirements or record retention policies of such party.

8.3 Transition Services. Upon written request by Client at least ninety (90) days prior to the Termination Date, PPL shall perform certain transitional tasks agreed upon by the parties in writing that are necessary for the orderly and efficient transition of Services to Client or to a successor service as designated by Client (the "Transition Services"). PPL shall not be required to perform Transition Services for more than one hundred and eighty (180) days. Client shall pay for the Transition Services at the same Fees as are in effect as of such termination date. If there are any payments by Client that are overdue as of such termination date, then PPL shall have no obligation to perform the Transition Services, and, if PPL agrees to perform any Transition Services, PPL may require Client to pre-pay for all or a part of the Transition Services.

8.4 Survival. The following Articles and Sections shall survive termination of this Agreement: Articles 5 (Confidentiality), 7 (Disclaimer of Warranties), 9 (Indemnity), 10 (Limitation of Liability), and 11 (General) and Sections 8.2 (Effect of Termination), 8.3 (Transition Services), and 8.4 (Survival).

## 9. Indemnity.

9.1 By PPL. With respect to damage to property or personal injury (including death), PPL agrees to indemnify and defend Client, its directors, officers, employees, and agents, and agrees Client shall have no liability for any liability, loss, cost, or expense (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or actions to the extent caused by the negligence, willful misconduct, or other legal fault of PPL.

9.2 By Client. With respect to either (a) damage to property or personal injury (including death) or (b) injury of Client's retail products or end-use customers: Client agrees to indemnify and defend PPL, its directors, officers, employees, and agents, and agrees that PPL shall have no liability for any liability, loss, cost, or expense (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or actions to the extent caused by the negligence, willful misconduct, or other legal fault of Client.

9.3 Notice; Self-defense; Consent of Settlement. In claiming any indemnification hereunder, an indemnified party shall promptly provide the indemnifying party with written notice of any claim that the indemnified party believes falls within the scope of the Sections 9.1 or 9.2. An indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind an indemnified party shall not be final without the indemnified party's written consent, which shall not be unreasonably withheld.

10. Limitation of Liability. EXCEPT WITH RESPECT TO THIRD PARTIES PURSUANT TO THE INDEMNITY OBLIGATIONS SET FORTH IN ARTICLE 9 ABOVE, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except for the indemnity obligations set forth in Article 9 above, in no event shall PPL's liability to Client arising out of or relating to this Agreement, whether such liability arises in contract, tort, or otherwise, exceed the amount of Fees actually paid by Client to PPL in the six (6) months immediately prior to the date such claim arose.

... PPL a one-time payment of \$50,000 towards Market Entry and

## 12. General.

12.1 Assignment. Neither party may assign its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party, except that this Agreement may be assigned in its entirety upon written notice to the other party (a) to an affiliate of PPL (b) in connection with a merger, acquisition, or sale of the assets to which this Agreement relates.

12.2 Subcontractors. PPL has the right to subcontract or delegate any of the Services to be performed hereunder. In the event that PPL subcontracts any "customer service" related Services, PPL will notify Client not less than thirty (30) days prior to subcontracting the Services to allow Client to discuss the subcontracting of Services and, if necessary, amend this Agreement with respect to any Service levels that may need to be added and/or modified. Any subcontracting of Services shall not relieve PPL of its responsibility for the performance of its obligations under this Agreement.

12.3 Notices. Each party giving notice under this Agreement shall give the notice in writing and address the notice to the other party at the address first set forth above or such other address provided by the party for notice receipt.

12.4 Amendment. This Agreement may not be amended or modified except in a written document identified as an amendment to this Agreement and signed by the duly authorized representatives of each party.

12.5 Waiver. The failure of either party to demand strict performance of the terms of, or to exercise any right conferred in, this Agreement shall not be construed as (a) a waiver or relinquishment of its right to assert or rely upon any such term or right upon a subsequent breach or violation of that provision or as (b) a waiver of any breach or violation of any other provision of this Agreement.

12.6 Severability. If any provision of this Agreement is for any reason held unenforceable or invalid, then it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

12.7 Governing Law. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of New York, without giving effect to its conflict of law rules.

12.8 Non-Solicitation. Neither party will directly solicit or hire any employee of the other party during the Term and for twelve (12) months following the earlier of the termination or expiration of this Agreement and the termination of such employee's employment by the other party; provided, however, this obligation will not apply to or be breached by (a) advertising of open positions, participating in job fairs and comparable activities, or other forms of soliciting candidates for employment or contract opportunities that are general in nature, (b) responding to unsolicited inquiries about employment or contract opportunities or possibilities from headhunters or other agents, or (c) responding to unsolicited inquiries about employment or contract opportunities from any individual.

12.9 Independent Contractor. PPL agrees to perform the Services hereunder as an independent contractor of Client. Neither party shall have the authority to hire any persons or incur any debt, liability or obligation of any nature for or on behalf of the other party, except as expressly set forth in this Agreement. Neither party shall have the ability to bind the other party in contract or control the other party's employees, agents, or subcontractors.

12.10 Non-exclusive; Conflicts of Interest. The parties acknowledge and agree that the relationship created under this Agreement is non-exclusive and that PPL may provide services that are the same or similar to the Services being provided hereunder to any third party, including to persons or entities that are competitors or potential competitors of Client and/or affiliates of PPL.

12.11 Force Majeure. Except as otherwise expressly provided herein, neither party shall be responsible or liable to the other for any loss or damage for failure or delay in the performance of their respective obligations due to causes that were beyond the reasonable control (except obligations for payment) of the performing party. The following are causes or events of force majeure: acts of civil or military authority (including courts and regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, insurrection,

blockades, embargoes, sabotage, epidemics, and unusually severe floods. The party affected shall promptly provide written notice to the other party indicating the nature, cause, and date of commencement thereof, the anticipated extent of such delay and whether it is anticipated that any completion or delivery dates will be affected thereby, and shall exercise due diligence to mitigate the effect of the delay. In the event of any delay resulting from such causes, the time for performance under this Agreement (including the transmittal of monies but not the obligation to pay) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except that to the extent that PPL experiences a delay for longer than five (5) business days, Client shall have the right to re-procure Services without liability other than for services provided before the start of the Force Majeure occurrence. Such extension of time shall constitute the sole remedy of either party with respect to such delay; provided, however, that to the extent that PPL's performance is delayed, Client shall not have an obligation for payment during the delay or until such time as Service resumes. PPL's performance hereunder shall be excused to the extent delayed or prevented by Client's failure to cooperate or provide PPL with any information, Client Content, or other assistance.

12.12 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF, UNDER, OR RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF WORK OR SERVICES BY PPL HEREUNDER.

12.13 Trademark License. Client hereby grants to PPL, subject to the terms of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable, license to use and display Client's trademarks and tradenames (together, the "Marks"), as identified by Client, in or on promotional material and the on-line branded web site, provided such use is reasonably necessary to perform as contemplated by this Agreement and has been approved by Client.

Title to and ownership of the Marks shall remain at all times with Client. The license granted by Client does not include any ownership interest in the Marks and does not include the right to modify or alter in any way any of the Marks. Any benefits accruing from use of the Marks shall automatically vest with Client. This limited license shall terminate immediately in the event this Agreement is terminated and use of any Marks must cease immediately upon termination, as described herein.

12.14 Entire Agreement. This Agreement and all Exhibits hereto constitute the sole and exclusive agreement between the parties on the subject matter hereof and supersedes and cancels any and all prior or contemporaneous agreements or contracts, whether written or oral. Unless they are validly incorporated into this Agreement in writing and in accordance with the provisions of this Agreement, no representations or statements of any kind made by any representatives of the parties will be binding on the parties.

12.15 Counterparts; Originals. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. For purposes hereof, a copy of this Agreement, including the signature pages hereto, shall be deemed an original.

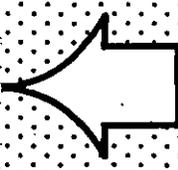
IN WITNESS WHEREOF, the parties have read, understood, and by causing this Agreement to be executed by their respective duly authorized representatives as of the Execution Date, accept all of the terms and conditions set forth herein.

PPLSolutions, LLC

Xoom Energy, LLC

By: [Signature]  
Name: Michael R. Toner  
Title: President

By: [Signature]  
Name: Thomas Gray  
Title: CEO 5/18/11



OFFICE OF  
GENERAL COUNSEL  
BY: [Signature]  
DATE: 5/18/11

## Exhibit A

### Description of Services

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The following is a description of the Services to be provided by PPL hereunder. The Services provided will be for Client's benefit and the benefit of the customers who obtain retail energy from Client. PPL may perform the following services for Client:

#### 1. Systems and Information Access

The following lists the information infrastructure and system applications used to provide services to Client:

##### A. **Portal**

PPL will provide and maintain the 'Portal', an on-line information access system that is a secure, web-based application that provides access to business information. The Portal also facilitates the use of FTP (File Transport Protocol) and allows both Client and PPL to upload and download files from a data transfer area.

Information is secured through a security application, which requires all users to enter an individual logon and password. PPL will manage the logons and passwords for users approved by Client. PPL will use Secure Sockets Layer (SSL) or other, then current, industry standard protection protocol or method for securing Client's and customer's Confidential Information.

##### B. **Key Application Systems**

###### i. Enrollment (ER) System

PPL will operate and maintain the Enrollment (ER) system. This application supports the de-regulated energy market enrollment process and contains business data and requirements for both state and utility specific enrollment. Enrollment requests may be entered individually or through a mass enrollment process. The application collects the basic account setup information and tracks the status of each enrollment request through the enrollment process. Upon successful enrollment, this information is transferred to the billing application to establish the billing account.

###### ii. Central Transaction Processing (CTP)

PPL will operate and maintain a Central Transaction Processing (CTP) application, which is used to manage all inbound and outbound transactions. The CTP application validates transactions to protect systems from processing invalid data and applies business rules to handle differences among various states and utilities. The CTP stores transactions in business tables for reporting and analysis by PPL and provides error notification to PPL for situations requiring personal attention.

###### iii. Billing System

PPL will operate and maintain the billing system in accordance with Client requirements, including branding, which provides support for Customer Service, Billing, Payment Processing,

Collections, and Financial Reporting. System functions consist of: calculation of bills, application of remittances, maintenance of customer account information, and billing, financial, and usage history.

**iv. Cash Information Management System (CIMS) and Cash Applications**

PPL will operate and maintain the CIMS and the Cash Applications System.

CIMS provides an interface between incoming cash receipts and destination applications for accounts receivable, ledger, and miscellaneous obligations. It validates bill accounts and obligations for correctness before sending to the accounts receivable application. It provides access for inquiry or investigation, and allows for adjustments with proper approvals.

The Cash Application System is the remittance processor for paper checks. It matches the incoming check payment with the Client receivable record and provides encoded/endorsed deposits to the banks. It provides input to CIMS to update Client and ledger records.

**v. Disaster Recovery**

PPL will be in compliance with PPL Corporation policy on disaster recovery, which requires critical applications to be tested once every two (2) years.

Disaster Recovery consists of the system software, hardware, and web servers. All data is stored on mirrored EMC storage that provides for very quick recovery in the event of a disaster with no loss of data. The storage devices are physically located at different locations.

The PPL production internet environment consists of two (2) diverse path redundant connections to the internet (a primary and a secondary connection). The hardware for each connection is physically located in different locations. In the event of a hardware/software failure or a catastrophic failure on the primary internet connection, the secondary connection will be used to handle both inbound and outbound internet requests.

**vi. Data Storage and Back-up Services**

Databases used in PPL will be backed up on a regular basis. Normal backup entails a "hot" backup 6 days per week, taken while the systems are up and running. A "cold" backup is taken once per week on a weekend. These backups are not used for disaster recovery purposes, but would be used in the event of a routine recovery of data or program code.

An offsite storage application is maintained in the Data Center Command center. On a nightly basis, a list is automatically generated to identify the tapes that need to be sent off-site the next day.

**C. Customer Acquisition System (CAS)**

PPL will provide and maintain CAS, an on-line enrollment site that is a secure, web-based application that provides Client with a configurable front-end website that enables end-use customers to enroll with Client as their selected Electric Generation or Gas Generation Supplier. CAS also provides end-use customers the ability to renew their existing contract with Client under new rates, once the existing contract with Client is due for renewal. Through CAS, Client is able to access a database which enables the Client to:

- Upload prospect lists
- Search database of prospects
- Add new enrollment/renewal rates for end-use customers to select on the CAS website (Rate Mgmt System?)

- Manage new and existing rates (Rate Mgmt System ?)

Information is secured through a security application, which requires all users of the CAS database to enter an individual logon and password. PPL will manage the logons and passwords for users approved by Client. PPL will use Secure Sockets Layer (SSL) or other, then current, industry standard protection protocol or method for securing Client's and customer's Confidential Information. PPL shall notify Client promptly in the event the CAS site goes down or is not accessible.

## **2. Customer Care and Collections**

PPL shall handle customer care and collection matters as required by Client and consistent with Client's customer care and collection policies. PPL customer care services shall consist of receiving and handling customer comments, requests, questions and complaints from customers regarding billing, payments, requests for duplicate bills, requests for statements of accounts, late payment charges, mailings, contracts, affinity groups, pricing, and updating account information such as mailing address corrections and name changes. These requests will be received at PPL customer care center via inbound calls, Internet inquiries, U.S. mail, and written comments on bills. PPL will endeavor to respond to customer inquiries/requests for information received by mail, email or voicemail in accordance with the Service Levels contained in Exhibit C. PPL will initiate calls to Client's customers after receipt of their initial bill to assure customer understanding of their bill, and to answer any questions they may have.

The Customer Care Center will be available from 8 am Eastern Prevailing Time (EPT) to 9 pm Pacific Prevailing Time (PPT), Monday through Friday; and 8 am EPT to 1 pm PPT on Saturday. These times are subject to adjustment as requested by Client. PPL's normal Customer Care Center hours are 8am EPT to 7 pm EPT Monday through Friday, additional charges may apply for services provided at other times.

PPL will develop training material, conduct training and monitor results. At Client's request, training material may be sent to Client for approval prior to the start of training. Client may, at its choice, participate in and/or monitor training.

PPL will manage and execute the collections and receivables process. This will consist of PPL monitoring Client's receivables with the objective to manage overdue and write off balances. This collection activity consists of tracking the overdue receivables, sending reminder and collection letters, making outbound dunning calls, making payment arrangements, initiating customer drops for non-payment, and coordinating collection agency and attorney referrals. Client will consult with PPL to develop and implement a collection process.

## **3. Customer Information and Data Management**

### **A. Electronic Transaction Management**

PPL will provide a comprehensive set of business-to-business electronic information exchange services required to support the services being provided for Client. PPL supports ANSI X12 EDI and XML transaction sets. The systems also accommodate "any-to-any" mapping.

Electronic transaction management consists of communications, translation, and the movement of data to/from external parties (Client and utilities) and to/from internal business applications. The systems are capable of communicating information over a Value Added Network (VAN) and/or the Internet using the NAESB EDM protocol and directly between companies utilizing secure File Transfer Protocol (FTP) sites. Electronic communications functionality consists of performing data checks and verification of data per ANSI X12 standards, providing reports on the performance of

transaction processing, tracking transactions through the EDI network, and producing auditable records of historical EDI transactions.

The key functions performed are:

- Store transactions to comply with state regulations.
- Accommodate non-EDI formats.
- Provide redundant transaction management system architecture.
- Administer security to enhance confidentiality of information.
- Identify and resolve communication errors with the appropriate trading partner.

#### **B. Utility Communications Set-Up**

PPL will meet all state and utility guidelines for processing transactions and remain compliant with guideline changes throughout the term of this Agreement. States and utilities require that suppliers be tested and certified in the communication of transactions prior to transacting in production. PPL will provide EDI/Electronic testing and certification services on behalf of Client. The tests verify proper setup of communications between the utility and PPL (on behalf of Client), proper translation of information into the format specified by the state or utility, and the ability of the back end application systems to produce the data needed for this translation.

#### **C. Client Communications Set-up**

PPL will establish an agreed to communication process between Client and PPL. PPL will determine the controls that are appropriate for the communication method to be utilized. New work requests will be submitted by Client using automated workflow software. PPL will establish an agreed to communication process with Client to transmit information tables with information regarding enrollment, billing, transaction processing, remittance processing, bill print and Portal access and security.

#### **D. Enrollments / Drop Services**

Enrollment services:

- i. Managing and executing the enrollment process with the appropriate utility. This consists of creating and/or processing transactions for the enrollment of customer accounts, processing enrollment responses, tracking enrollment responses, processing requests for historical usage, verifying expected responses are received, and resolving enrollment failures. Enrollment transactions will be initiated in accordance with the appropriate state regulations and utility company guidelines if all data necessary for enrollment are present. Enrollments can be sent the same night the complete enrollment information is entered and/or uploaded into the system or may be held to coincide with a future contract start date.
- ii. Managing and executing the enrollment process through PPL's systems. This consists of monitoring the progress of accounts and transferring customer accounts to the billing system.
- iii. Managing and executing the drop transaction process. This consists of the timely and accurate processing of drop transactions. PPL will only initiate drop transactions upon

authorization by Client, based on predetermined policies jointly established by Client and PPL.

- iv. In territories where Client elects to use the utility's Rate Ready Utility Consolidated Billing capability and the utility requires the use of supplier rate codes, enrollments will not be transmitted until the proper supplier rate codes are set up with the utility company. PPL will make a good faith effort using common business practices to set up Client rate codes with the distribution company in a timely manner.
- v. PPL shall provide capability to make web services calls for credit check and Electronic Identification number (EID) verification, to a Client provided service. Fees for non-standard web service calls may apply.

#### **E Enrollment Validation Module**

- i. PPL shall hold all enrollments until released by Client.
- ii. PPL shall provide for a manual override, at client's direction, for enrollments that do not complete automated validation in Client's system.

#### **4. Billing**

##### **A. Customer Billing-General**

PPL is responsible for working with Client to accurately obtain and verify the necessary pricing structures, billing information and customer information for each customer's account or premise, in order to properly bill the customer. Prior to the establishment of any new price offering/program Client shall consult with PPL to determine if the offering is a simple, variable or complex pricing product.

Customer information is stored in the billing system. The information is comprised of an enrollment record, both request and response, and other billing determinants such as price structure and customer data.

PPL will enable the billing system to transact business in the states and utilities agreed to by Client and PPL. PPL may assist Client in the development of new markets, particularly with establishing time frames based on PPL's experience in a particular market.

##### **B. Billing Determinants, Taxes, Due Dates and Late Fees**

Client will provide due date criteria for dual bill and consolidated bill customers.

**C. Bill options and Bill Types**

Customers can receive their energy charges for electric and gas as well as their transmission and distribution charges in multiple ways. Each state and utility has approved billing methods that can be employed by Client. Client can offer only those billing methods that are allowed in the State and Utility where its customers are served.

The Billing Options and Types are shown below:

<b>Bill Option</b>	<b>Bill Type</b>
Dual	Utility and supplier send separate bills
Utility Consolidated	Rate Ready
Utility Consolidated	Bill Ready
Supplier Consolidated	Bill Ready

**D. Bill Calculations**

print functionality may be limited by the utility. PPL and Client will jointly agree if the pricing product is considered simple or complex.

For Supplier Consolidated billing, the Supplier renders a customer bill consolidating the energy, transmission/transportation and distribution charges of the utility and Client. PPL will receive the usage via EDI from the utility. PPL will calculate customer's charges as described above for Dual Billing and will add the utility charges. PPL will print and transmit the bills as described above for Dual billing.

Late Payment Fees will be assessed at the rate specified by the Client.

Client will provide due date criteria for Dual and Supplier Consolidated customers.

**E. Exceptions Processing**

## **6. Bill Presentation**

PPL provides multiple bill presentation options. These capabilities consist of the issuance of: paper bills, PDF (Portable Document Format) files and Electronic Data Interchange (EDI) transmission. Prior to the selection of the bill presentation method(s) to be provided, PPL and Client will design and mutually agree to an acceptable bill format for each state, utility, billing option and customer class being served.

## **7. Remittance Processing**

PPL provides remittance processing. Remittance processing consists of: managing and executing the remittance process, processing customer payments and updating the accounts receivable balance. Payment to Client is deposited directly into Client's bank account. Money received daily will be posted to the customer accounts on a nightly basis.

Acceptable payment options are check, ACH debit/credit and FED wire. Electronic processing of funds requires special set-up with Client's customers. PPL will provide specific instructions for electronic processing.

Any transactions processed through PPL remittance process without a specific account are to be corrected via the exception process. Exceptions corrected that originated with a third party lockbox are handled on a fee basis.

## **8. Scheduling and Reconciliation Data**

PPL provides Client with data that assist in performing the scheduling and reconciliation of energy. Client shall provide PPL with a list of data required to perform the scheduling and reconciliation services. PPL provides Client with any data included on the list, which has been

collected by PPL in providing services. PPL will consult with Client on data that is included on the list but has not been collected by PPL to determine the best resolution. This data is made available to Client through PPL's secure web-based Client portal.

**9. Market Entry-Basic Set-up**

**10. Training**

PPL shall conduct four (4) days of initial training for Client personnel on the Services, processes and systems provided through this agreement in a manner to be agreed upon by the Parties. PPL shall provide additional training as required by Client on an ongoing basis during the Term. Additional training requested by Client, after initial training, will be treated as professional services.

**11. Professional Services**

PPL will designate an Account Manager for Client. Every week the Account Manager and the designated Client contract manager will meet to review status of work and any issues and exceptions and agree on a plan of action.

**12. Transition Services**

Transition services are available when PPL transfers customer information to Client at either the expiration or termination of this Service Contract. PPL will provide Client with data in an agreed upon format to transition these services to Client.

Client and PPL will mutually develop the requirements and the plan for transitioning necessary account and EDI information.

From the end of the Agreement and for two (2) months thereafter, PPL shall maintain a P.O. Box for Client's receipts and have all funds forwarded to Client. Client shall pay the costs of such lock box. In this time period, PPL shall forward any phone calls, e-mails or other communications it receives relating to the services in the Agreement to Client in a timely manner.

**13. Additional Services**

The following is a listing of additional services that are available to Client. PPL will not perform any of these services without prior consent of Client.

**A. Acquisition Services**

PPL is available to provide acquisition services in support of Client's sales campaigns. Services available include: receiving inbound calls, making outbound follow-up calls, receiving internet and fax requests for offers, sending and receiving contracts, answering customer questions about contract pricing, terms and conditions, verifying information on contracts when received, and reporting of acquisition results.

**B. Telemarketing**

PPL is available to provide telemarketing services for outbound calling sales campaigns. PPL will present offers and confirm sales.

**C. Customer Surveys**

PPL is available to provide market research calls and customer surveys.

**D. Special Mailings**

PPL can provide special mailings to customers at the request of Client.

**E. Bill Inserts/Marketing Material**

PPL can create and print bill inserts and/or other marketing material on behalf of Client.

**F. Customized Reporting**

PPL can create custom reports and/or customize the standard reports to meet Client's needs.

**G. Professional/Consulting Services**

PPL is available to provide professional services that are not identified in this Exhibit A.

**H. Enrollment Validation Module**

PPL is available to build an enrollment validation module. Any enrollment validations performed will include agreed upon tests to determine accuracy of enrollment information and inappropriate order placement, such as daily identifications of the number of orders placed by a direct seller and/or daily identification of the number of orders placed from the same telephone number or email address. PPL will provide an estimate and schedule after requirements have been identified.

**ATTACHMENT E**

**XOOM ENERGY ILLNOIS, LLC**

**TECHNICAL QUALIFICATIONS**

In accordance with Part 451.330(d), the resume of Jason Loehde is added to and attached hereto as an exhibit of Applicant's technical qualifications.

**Jason C. Loehde**  
1409 S Dodson Ave  
San Pedro, CA 90732

**travelingeasy@yahoo.com**  
(949) 300-8057 cell

## **Professional Experience**

**Commerce Energy Inc.**  
Director of Pricing and Structuring  
2006 to 2009

- Managed and was responsible for the accurate pricing of all product offerings to commercial, residential and industrial customers for natural gas and power in all of the states served ensuring that underlying wholesale commodity costs and risks are properly captured
- Maintained and managed the standard offer pricing process for electricity and natural gas mass market customers setting and adjusting rates in 11 different utility markets for over 100 products
- Managed the pricing for all commercial and industrial customers including: fixed price, index, block, spark spread, spread option, gas storage and other option based structures
- Developed appropriate pricing methodologies (mathematical, statistical and other) that ensure the economics of a transaction are appropriately accounted for and are consistent with Commerce Energy's risk policies and procedures
- Identified, statistically assessed the data and appropriately priced all risks inherent in our product offerings and prepare reports that detail the cost-benefit analyses
- Hired, supervised and trained analysts/senior analysts within the Pricing and Structuring group
- Managed and produced the P+Ls for the book of large commercial and industrial natural gas customers acquired from HESCO, ensuring that position statements and the costs of our physical and financial hedges are up to date and margins are forecast accurately
- Developed new products that could be marketed in existing and new target markets
- Ensured coordination between Pricing and Structuring, Billing, Operations, Commercial and Industrial Sales and Supply groups to achieve desired results
- Assisted in forecasting budgets and completed various economic analyses for Commerce Energy

**Cargill Power Markets LLC**  
Manager, Business Development  
2002 to 2005

- Managed Cargill's strategy to acquire and manage gas fired generation assets in selected markets (ISO New England, NYISO, ERCOT, CAISO) of the US with our private equity partners
- Managed detailed due diligence around five projects covering a total of 9300 MWs, and helped to negotiate contracts surrounding acquisition, credit, asset, and energy management agreements
- Helped to develop an innovative energy management structure for generation clients
- Managed key roles in the acquisition of the Mirant Canadian natural gas business including responsibility for the valuation of all deal elements, the negotiation of different aspects of the transaction; the acquisition grew Cargill's gas business from \$10MM to \$39MM (pre-tax)/year
- Decomposed contracts/portfolios into key elements to ensure proper valuation and deal structure
- Performed the valuation of potential acquisitions, energy management agreements, power structured products, and natural gas storage/transportation opportunities
- Coordinated between various Cargill business units and workgroups to bring projects to fruition
- Mentored colleagues in Business Development to ensure correct valuation methodologies used

## **Aquila Inc. 2000 to 2002**

**Manager, Commodity Transaction Analysis Group (pricing and structuring) June '01 to September '02**  
**Senior Analyst, Commodity Transaction Analysis Group (pricing and structuring) April '01 to June '01**  
**Analyst, Commodity Transaction Analysis Group (pricing and structuring) June '00 to April '01**

- Led analytical team of up to 7 analysts and senior analysts covering natural gas and power structured products transactions within the west and mid-continent regions, ensuring appropriate modeling methodologies were followed and accurate curves were used
- Helped to develop valuation tools and methodologies covering a broad range of structures including tolling, gas transport, gas storage and other exotic structures
- Managed and was responsible for the analysis of Aquila merchant investment, asset disposition, and planned development opportunities
- Managed the deal flow of our origination sales force
- Structured, modeled and recorded transaction economics for power structures while identifying risks and embedded options and ensuring that they are appropriately priced
- Priced various transactions within the WSCC, MAIN, ECAR, ERCOT and SERC
- Coordinated and communicated project economics between various departments (trading, origination, generation management, asset investment, operations and fundamental analysis)
- Built and programmed models for tolling deals using both analytic and simulation methodologies
- Priced various transactions including tolling, fixed strike options, swaps, pumped storage, collars and extension options in western power markets
- Performed data analysis on hourly prices within various western markets
- Identified and quantified both market and non-market related risks and developed hedging strategies and contractual structures that address them

**PanCanadian Petroleum (later became Encana)**  
**Corporate Development Analyst (internship)**  
**May 1999 to August 1999**

- Developed valuation models and structures for monetizing midstream gas processing facilities.
- Evaluated and modeled acquisition/divestiture opportunities while at PanCanadian
- Performed an analysis of an exploration project using a real option valuation approach
- Built an intelligence file on our peer group including benchmarking cost and efficiency metrics

**Midland Walwyn Capital Inc. (acquired by Merrill Lynch)**  
**Financial Advisor**  
**1995 to 1996**

**Royal Bank of Canada**  
**Personal Banking Representative**  
**1991 to 1994**

## **Education and Training**

**Masters of Business Administration, University of Alberta GPA 7.8 out of 9**

**Specialization in Natural Resources and Energy Economics**

**Bachelor of Commerce, University of Alberta GPA 7.3 out of 9**

**Specialization in Finance**

**Chartered Financial Analyst Candidate Level 3**

**ATTACHMENT F**

**XOOM ENERGY ILLNOIS, LLC**

**MANAGERIAL QUALIFICATIONS**

In accordance with Part 451.340(b), the resumes of Tom Ulry, Andrew Coppola, Robert Blake, Jason Loehde, and David Johnson are attached hereto as an exhibit of Applicant's technical qualifications.

Also an organization chart identifying each of the above identified individuals and their position is attached hereto and made a part hereof.

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**ROBERT A. BLAKE**

4054 Hobbs Hill Road  
Glenelg, MD 21737

Home: 410-489-9170  
Cell: 410-707-5588  
Work: 240-456-0505, x5513  
RobertABlake@verizon.net

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**SUMMARY:**

A highly motivated, creative and results-oriented business leader with over 31 years of experience in the power and energy industry, including 14 years in the deregulated retail electric and natural gas environment. Strong interpersonal, communication, business strategy, marketing, technical and systems competencies. A proven track record of identifying and developing new business and market opportunities; conceiving and implementing successful market strategies and tactics; developing, organizing and managing business processes; influencing external parties for change and working in a hyper-growth environment.

**EXPERIENCE:****MXenergy, Annapolis Junction, MD****2001 to present**

An independent natural gas and electricity retail marketer, operating in the deregulated markets behind 42 LDCs in 15 States and 2 Canadian provinces.

**Senior Vice President, Regulatory Affairs, May 2010 to Present****Vice President, Electricity Operations & Regulatory Affairs, June 2004 to May 2010**

Have primary P&L, growth and execution responsibilities for the electricity business, which includes the analysis and integration of new markets and acquisitions into the Company's systems and operations. Directs the functions of electricity supply planning, supply purchasing and portfolio and risk management, pricing, scheduling, short and long-term forecasting and settlements for operations in the ISO-NE, NYISO, PJM and ERCOT market regions.

Also responsible for the leading the Company's Regulatory Affairs work that includes being the principle thought-leader for its regulatory strategies, policies and work prioritization. This work includes working in collaborative and stake-holder group; participating in critical state regulatory cases either as standalone party or within a marketer group; and initiating efforts with LDCs and/or regulatory agencies to influence rules and regulations and bring about positive change.

- ◆ Instrumental in the profitable growth of the company's electricity business to over 100,000 retail customers.
- ◆ Implemented an electricity supply management and forecasting system with automatic data feeds from CIS systems, external weather forecast and various ISOs.
- ◆ Built staffing for the electricity operations and business integration group.
- ◆ Directed the implementation of 7 new LDCs into MxEnergy business systems.
- ◆ Oversaw the development of its electricity pricing models.
- ◆ Developed the Company's electricity hedging strategies
- ◆ Provided numerous written and oral testimony before regulatory commissions

**Vice President, Customer Operations, April 2001 to June 2004**

Overall responsibility for MxEnergy's Customer Operations office including customer service, credit control, regulatory compliance, customer data systems and customer data processing. Specific responsibilities include the customer call center, customer quality control functions including complaint response and compliance, customer retention, credit control and collections, customer data systems design and functions, customer data processing, billing systems, data file interchange (EDI), contract and renewal process management, phone systems, well as office and lease management.

- ◆ Moved Customer Operations from KY to MD while maintaining daily customer service, data file interchange and data processing services. Located office space, negotiated lease, hired and trained new customer service and data personal.
- ◆ Manage office growth from a 5 to 35 staff operation as customer base grew from 40,000 to 250,000 customers.
- ◆ Increased data processing efficiency 3 fold through strategies and systems to maintain staff level at two as customer base grew 4 fold and number of LDCs grew 2 fold.
- ◆ Implemented a new custom CIS and data exchange system that reduced CSR errors and implemented automated data interchange and processing strategies including EDI.

**UNITED ENERGY, Millersville, MD**

A regional retail natural gas marketer that operated in the deregulated markets behind 5 LDCs in 4 states.

**Manager, Natural Gas Division, January 2000 to April 2001**

Manage all aspects of the natural gas retail marketer business. Responsibilities include directing a staff of four that handle the accounting, customer service, customer enrollment and termination, collections, marketing and sales, gas supply management and data management functions. Overall responsibilities include procuring and managing the natural gas supply; developing and implementing pricing, marketing and sales strategies; as well as selling to and managing relationships with commercial customers. Other responsibilities include obtaining suppliers licenses, maintaining knowledge of utility tariffs, participating in regulatory processes evaluating growth opportunities, and developing and implementing data interchange systems with the LDC's.

- ◆ Implemented a new CRM/Accounting system to automated processing, which allowed a 25% reduction in staff due to labor efficiency gains.
- ◆ Developed and implemented a system to renew all contracts in a timely manner while meeting regulatory requirements.
- ◆ Successfully exited all markets at a profit after our whole gas supplier went bankrupt leaving all contracts without hedged gas supplies.

**CONNECTIV ENERGY, Columbia, MD**

A utility-affiliate natural gas and electricity retail marketer that operated in the deregulated markets behind 5 LDCs in 4 states.

**Regional Sales Director, April 1998 to January 2000**

Led teams selling natural gas and electricity contracts to business customers. Recruited and trained sales staff, develop and implement sales strategies and manage the P&L for the territory.

- ◆ Increased natural gas sales in the Maryland region by 200%, obtaining over 400 new gas accounts resulting in over \$500,000 gross margin in one year.
- ◆ Recruited, trained and led a sales force of independent contractors selling electricity in Pennsylvania that obtained over 600 new commercial electric accounts in 4 months resulting in gross margins of over \$400,000, while maintaining gas sales in Maryland.
- ◆ Founded a regional sales office in Maryland including locating site, negotiating lease and setting up the office.

**THE UNITED ILLUMINATING COMPANY, New Haven, CT****1980 to 1998**

An investor-owned electric utility company serving 300,000 customers in southern Connecticut with several non-regulated business supplying services within and outside its territory.

**Director, Commercial & Industrial Energy Services, 1994 to April 1998**

Direct the business-to-business sales and energy services functions. Create and implement marketing strategies and sales tactics, hire and train sales personnel (staff of 25), develop promotional plans and materials, and provide testimony at regulatory hearings.

- ◆ Exceeded sales targets in the last four years resulting in over \$2 million of recurring annual margins through effective sales management and personal selling skills.
- ◆ Created a sales commission pay plan and implemented a corporate selling process contributing to a 200% increase in sales performance since 1994.
- ◆ Oversaw the development of a sales management and reporting database, which improved management and tracking of sales progress and results.
- ◆ Led gas-brokering sales, which launched the Company into new energy markets. Won contract to supply the State of Connecticut with gas commodity.
- ◆ Conceived, developed and gained senior management approval for a subsidiary operation to provide energy procurement services to individual businesses and aggregations. New subsidiary immediately won contract for a 270-member manufacturing association.

**THE UNITED ILLUMINATING COMPANY (Con't)****Manager, Commercial Sales, 1989 to 1994**

Directed energy engineers and sales representatives (staff of 12) in the selling of the use of competitive energy equipment and services, and development and implementation of conservation and load management (C&LM) programs for the commercial, industrial and municipal markets.

- ◆ Successfully competed against gas cooling and cogeneration preventing the loss of over \$1 million in annual electricity margins.
- ◆ Led group which implemented over 1,000 energy projects resulting in \$20 million savings, including lighting, motors, drives, central plants and cool storage systems.

**Manager, Product Development, 1987 to 1989**

Led staff in developing marketing programs, performing competitive and business analyses, selling directly to end-users, and providing technical support to Sales.

- ◆ Developed and implemented 6 marketing programs with all programs exceeding P&L targets.
- ◆ Identified and sold to senior management the Company's first unregulated venture providing central plant ownership for customers. Made sales resulting in the construction, ownership and operation of four central plants that provide hot and chilled water to four office buildings.

**Consumer Research Analyst, 1984 to 1987****Project Engineer, Generation/Mechanical, 1980 to 1984****EDUCATION:**

**MBA, Concentration: Marketing, 1985**

University of New Haven, West Haven, Connecticut

**BS Mechanical Engineering, 1980**

Worcester Polytechnic Institute, Worcester, Massachusetts

**PROFESSIONAL ACCOMPLISHMENTS:**

- ◆ Chairman, ISO New England (NEPOOL) Interruptible Loads Task Force, 1997
- ◆ President, Connecticut Chapter of American Society of Heating Refrigeration and Air Conditioning Engineers (ASHRAE), 1997/98
- ◆ Business Council Member, EPRI Industrial & Agricultural Business Unit, 1996/98
- ◆ Vice President, Connecticut Power and Energy Society, 1997/98
- ◆ Commercial & Industrial Task Force, Electric Council of New England (ECNE), 1996/98
- ◆ Past President, Rotary Club of Orange, 1995/96

## THOMAS L. ULRY

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Charlotte, NC 28270

(704) 321-4527  
tomulry@yahoo.com

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### EXECUTIVE SUMMARY

Dynamic leader offering twenty five years of diverse operations, sales and senior management experience in both fast paced start-up companies and mature business environments. Results driven executive capable of juggling multiple priorities with a constant focus on value creation. Strategic thinker and creative problem solver with a demonstrated ability to adapt to changing business conditions. Personally invested in assignments with a "roll up the shirt sleeves/get the job done" attitude and work ethic while offering a "board room presence" when called for. Experienced in the following:

- |                                  |   |
|----------------------------------|---|
| ❖ Strategic Planning & Budgeting | ❖ Sales, Marketing & Business Development |
| ❖ P&L Management                 | ❖ Project Management                      |
| ❖ Vendor/Account Management      | ❖ Staff Development & Motivation          |
| ❖ Product Development            | ❖ Technology / eCommerce                  |
| ❖ Operations & Customer Service  | ❖ Regulatory / Market Analysis            |
- 

### PROFESSIONAL EXPERIENCE

**XOOM Energy, Charlotte, North Carolina**  
XOOM Energy is

2011 - Present

**Chief Executive Officer**  
Responsible for

**ACN Incorporated, Concord, North Carolina**  
Executive Vice President, Business Development

2008-20011

**COMMERCE ENERGY INC, Costa Mesa, California**

2005-2008

Commerce Energy, Inc. is a wholly owned subsidiary of Commerce Energy Group, Inc. (AMEX: EGR), a holding company doing business through its two wholly-owned operating subsidiaries, Commerce Energy, Inc. and Skipping Stone Inc. Commerce Energy is a FERC licensed unregulated retail marketer of natural gas and electricity to residential, small-medium businesses and commercial customers in ten states behind 20 utilities. With approximately 170,000 customers and revenue in excess of \$400 million, Commerce Energy is the leading independent energy marketer in the U.S.

#### **Senior Vice President, Sales & Marketing**

- Senior member of executive team responsible for reversing four (4) years of declining customer base and \$29 million of losses for the previous two (2) years
  - Significant increase in revenue and gross profit
- Developed and implemented organic customer growth strategy resulting in 50% growth in total customer base in eighteen (18) months and seven-fold increase in the company's major growth market.
  - Completely rebuilt marketing and sales capabilities as well as establish new branding strategy
  - Nearly 190,000 accounts have been acquired since assuming responsibility for sales
- Developed and launched an array of service offerings including the Sure Choice Traditional Energy product line and the Clear Choice Clean Energy product line.
- Assumed responsibility for Operations and Information Technology in summer of 2007
  - Stabilized EDI capabilities leading to a significant improvement in billing through-put and improved customer service performance.

**ACN Incorporated., Farmington Hills, Michigan**

2003-2005

ACN is a network sales organization offering a broad range of services covering local & long distance telecom, DSL & dial up Internet, as well as electric power and natural gas. ACN has a growing presence in North America, Europe and Australia and specializes in serving the needs of the residential and small businesses consumer segments. With annual revenues in excess of \$500m, ACN is among the fastest growing private companies in the United States.

**Global Vice President / C.O.O. ACN Energy**

ACN Energy is the North America retail energy business unit of ACN Inc., specializing in serving consumers in deregulated energy markets. ACN Energy participates in 11 retail choice programs in 7 states with annual sales excess of \$85m.

- Hired to orchestrate a turn-around of unprofitable business unit
  - Established budget and strategic initiatives to achieve profitability
  - Augmented and reinvigorated management team
  - Initiated complete revamp of business operations with emphasis on processes, controls, information systems and financial reporting capabilities
    - Established operating metrics to measure performance and improvements.
  - Bad debt reduced by 45% compared to year earlier results
  - Implemented supply hedge strategies effectively protecting gross margins from a volatile wholesale market.
    - Collaborated pricing strategies improving competitive position in key markets
  - Achieved operating profitability in first full fiscal year
  - Senior member of executive team that facilitated the sale of the business unit to Commerce Energy.

**NICOR ENERGY, L.L.C., Lisle, Illinois****2001-2003**

Nicor Energy is an integrated energy marketing organization formed as a joint venture between Nicor, Inc. (NYSE: GAS) and Dynegy (NYSE: DYN). Nicor Energy serves all customer segments with natural gas, electric power and energy related products and services. Core territory focus is the greater Chicagoland area with some activity in southern Illinois, Indiana, Ohio, Michigan, Iowa and Wisconsin. 2002 revenue exceeded \$550 million.

**Senior Vice President**

- Managed profit and loss center responsible for the company's consumer business unit consisting of 135,000+ commercial and residential accounts and generating in excess of \$165 million in annual revenue.
  - Added 65,000 new customers in a five month window, an increase of 90%.
    - Expanded sales channels to include direct sales, agent network, telemarketing, door-to-door, direct mail, affinity/alliances and internet sales.
  - Lowered cost of acquisition within the consumer business unit by 35% representing savings in excess of \$1 million.
  - Improved gross margins by 150% on new products by comprehensive economic/pricing models.
  - Implemented new standardized acquisition and sales agreements which reduced risk and streamlined administration.
- Established a regulatory function which resulted in improved relations with various regulatory bodies and utility contacts.
- Re-organized and developed staff within the consumer business unit, electric product team and marketing department.
- Assumed responsibility for the I.T. efforts where I was credited with stabilizing the core business support systems after continual technical failures were causing significant productivity loss.
- Had over-arching influence on entire company where I contributed to several advancements in the risk-management area, credit policy, billing practices, customer service, web site design & functionality and dispute resolution.
- In fall of 2002, Nicor Energy's owners made a decision to sell the business for strategic reasons. The business was ultimately sold to five different suitors. I took a lead role in:
  - Assuming responsibility for all P&L activities.
  - Identifying and contacting potential buyers.
  - Packaging and presenting the business units to interested parties.
  - Evaluating offers and making recommendations to owners
  - Negotiating and finalizing associated Asset Purchase Agreements.
  - Transitioning the business to new owners.

**ENERGY.COM CORPORATION, Westerville, Ohio****1997-2001**

Energy.com was a wholly-owned unit of Columbia Energy Services, an arms-length independent business with a mission to create an unbiased energy marketplace designed to assist consumers faced with making energy choices for the first time. Energy.com was credited with pioneering the consumer energy portal space and was featured in several research reports and industry conferences.

**President & COO**

- Successfully launched business in spring of 1998 with an e-commerce store specializing in energy related products.
- Launched B2C on-line marketplace in summer of 1998 with over 15 participating energy suppliers.

- Launched B2B bidding platform during the summer of 1999 with the greatest geographic reach of any competing platform.
- Launched several services targeting energy professionals including EnergyJobs.com and EnergyUniversity.com.
  - Subsequently sold EnergyJobs.com to an energy industry recruiting firm.
- Due to hostile takeover attempt on Columbia Energy Group in 1999, Columbia was forced to divest itself of all non-core assets. I successfully facilitated the sale of the business to eVulkan Inc. (d/b/a beMANY) in spring of 2000. I was retained as Energy.com's President with expanded roles with other beMANY departments.
- Inline with beMANY's strategic focus, I directed the transition of the business and re-launched the company as a direct reseller of energy with offers behind Dominion East Ohio, Columbia Gas of Ohio and Columbia Gas of Kentucky.
- Achieved the 2001 business target to acquire 32,000 customers, generate \$20 million in sales and recognize gross margin in excess of 15% of revenue.

**AQUILA INC.** (formerly Utilicorp Energy Services)/Broad Street Oil & Gas, Columbus, Ohio 1991-1997  
 Broad Street Oil & Gas was an unregulated energy marketer formed in late 1990 which specialized in the aggregation of small to medium commercial accounts. As a principal of the business, I was responsible for the design and development of the core business systems.

***Director of Operations***

- Designed, built and implemented front, mid and back office systems to support the following functions:
  - Sales – agent sales support platform, commission payments and sales reports.
  - Order provisioning – manage and track an order from the point of sale to the fulfillment of the service.
  - Billing – rate tables, detail or summary bills, EDI billing and usage analysis reports.
  - A/R Management – credit scoring and screening, cash receipts processing and collection (dunning) activity.
  - Demand forecasting – load profiling/modeling, risk management and pool balancing/settlement.
- Played instrumental role in Broad Street Oil & Gas being acquired by UtiliCorp Energy Services (renamed Aquila Inc.) in spring of 1995 as their entry into commercial aggregation.
- Led the integration of BSO&G into UES. Special emphasis placed on gas supplies, forecasting demand, sales support, market and economic evaluation and A/R management. Dealt with professionals spanning all levels of the organization.
  - Received the 1995 Outstanding Achievement Award as a result of this integration effort.
- Increased operational capabilities to support annual growth of 30% by improving order management and provisioning platforms as well as standardizing product design and sales procedures.
- Transitioned sales support platforms to the Internet enabling the addition of hundreds of independent agents to the sales force with little incremental support staff being required.

**UNICORP ENERGY, INC.**, Worthington, Ohio 1990-1991  
 UniCorp Energy was an energy marketing organization catering to the needs of the commercial and industrial user base. I was recruited to totally revamp the company's information platforms.

***Manager, Information Systems***

Led the company's needs-analysis, solution evaluation, system selection and implementation. During the early stage of the solution implementation, the unexpected departure of the company's President led to a reorganization plan which called for the consolidation of the business to its Michigan location.

**YANKEE GAS / ACCESS ENERGY CORPORATION**, Dublin, Ohio 1987-1989  
 Access Energy pioneered the country's first retail choice programs for the unregulated sale of natural gas.

***Senior Programmer Analyst***

Led a group of programmers who designed, wrote and implemented the first-of-its-kind system supporting the aggregation of commercial accounts for the sale of natural gas.

## SUMMARY

Senior energy executive with extensive P/L responsibility in the natural gas and power industry in origination, asset optimization, operations, risk management, trading and other related core business functions. Successful leadership in diverse business environments to include Wholesale, Commercial & Industrial, and Retail Choice. Demonstrated skill in energy management, control processes, team development, customer satisfaction and innovative products development, resulting in four successful startup/growth companies that became significant industry leaders.

## PROFESSIONAL EXPERIENCE

### □ SHELL ENERGY N.A., Naperville, IL

#### General Manager, Commercial & Industrial, and Customer Aggregators

2007 to 2010

Startup of Midwest Sales office covering 10 states for natural gas and power to key regional and national accounts, including Fortune 500 commercial/industrial accounts; providing energy commodity, structured sales solutions, and financial products through diverse sales channels. Managed a staff of six inside & outside sales professionals utilizing pertinent sales CRM and operational support systems.

- Brought 3 major term-deals worth \$5 million margin (\$250 million sales) annually to final negotiations as team leader of the evaluation, deal structure, and energy portfolio support for key customer-aggregators in the region.
- Supported several key, contracted supply/services relationships with regional marketers, energy consultants, and commercial/industrial customers resulting in \$6 million (\$500 million sales) annual margin.

### □ AC ENERGY MANAGEMENT, Plymouth, MI

#### President, Energy Management Consulting Services

2006 to 2007

Empowered organizations and corporations by designing and implementing sound, cost effective energy procurement processes that created appropriate controls and effectiveness in forecasting and managing their forward energy expenditures, budgets, and risk.

### □ COMMERCE ENERGY (and ACN ENERGY), Farmington Hills, MI

#### Senior Vice President, Energy Supply and Pricing & Structure

2003 to 2006

Strategic development, budgeting, and operation of gas and power Supply, New Products Design, and Deal Structures for 16 RETAIL markets in 8 states (150,000 customers); comprising over 50 standard product offerings along with continuous, specifically-customized deal structures that mitigated retail risk exposure in over 15 categories.

Expertise in key Retail Energy business drivers – including products and markets development, price modeling, energy load forecasting and management, price volatility, embedded optionality, regulatory changes, billing and settlements, and electronic data transmission.

- Complete responsibility for relocating, re-staffing, and redesigning entire ACN Energy business from Virginia to Michigan that reduced costs, consolidated resources, improved controls, and turned the company from EBITDA negative to positive.
- Created and modeled budget for \$120 million sales at ACN resulting in \$15 million gross margin relative to 85,000 retail, commercial, and industrial endusers of Gas and Power on 11 different local distribution companies; compared to negative gross margin from prior management.
- Presentation to Board of Directors and implementation of a state-of-the-art hedging program at minimal cost that included monitoring 50+ technical and fundamental market factors. Reduced Earnings at Risk volatility by 90%, providing predictable earnings and cash flow.
- Created trading desk, risk policies, and internal processes for position reporting, forecasting, volume management, weekly reconciliations, and energy accounting. This resulted in predictable margins and financial forecasts.
- Created and staffed the energy operations and scheduling group for 24/7 coverage, key assets acquisition, monetization of embedded value, and reduced scheduling errors and penalties to negligible levels; which increased profits margin levels by 15%.

□ **DTE ENERGY TRADING (a subsidiary of DTE Energy), Ann Arbor, MI**

**Director, Gas Trading and Origination**

**2000 to 2003**

Established profitable natural gas marketing and trading group in an environment focused exclusively on power marketing and trading. Created new gas/power synergies, cross-commodity products, and increased liquidity.

- Responsible for \$2 Billion in purchases/sales and \$15 million O&M budget with over \$45 million gross margin contribution.
- Staffed leadership positions for Trading, Origination, Operations, Contract Administration and developed fully functioning organizational structure, growing to 45 direct reports.
- Structured gas supply, storage, and financial derivatives for a variety of fuels and tolling deals, including 11,000 mW of owned and other contracted generation facilities.

**Vice President, CoEnergy Trading Company (a subsidiary of MCN Energy)**

- Upon DTE Energy merger with MCN Energy in May 2001 took responsibility for 55 Bcf Storage, 1 Bcf/d Transport, Purchase/Sale of 180 Bcf of forward owned production, .5 Bcf/d Wholesale and Retail books.
- Skillfully managed business, personal, and cultural integration of MCN employees into the DTE organization; creating a blended functional structure and motivated business environment.
- Managed Commercial and Industrial sales staff and business of approximately 90,000 MMcf/d, including a Wisconsin based partnership. Restored profitability and viability to business lines by instituting best-practices risk mitigation, contracts and systems, and skill set enhancement of customer account representatives.

□ **CMS MARKETING, SERVICES AND TRADING (a subsidiary of CMS Energy), Dearborn, MI**

**Director, Market Area Trading and Operations**

**1997 to 2000**

Responsible for front office activities including Trading, Deal Origination, Asset Optimization and Management, and Wholesale Marketing for Midwest and 4 additional satellite offices. Included seven direct and 24 total reports.

- Effectively grew and managed annual supply and market of 130 Bcf and 35 Bcf of local production in Michigan / Midwest, resulting in \$325 million gross sales. Personally negotiated and closed complex structured deals such as prepaid sales of 180 Bcf (\$490 million total value) for \$5 million of annual revenue over 12 years.
- Directly supervised Operations activity responsible for scheduling and internal tracking for 1.2 Bcf/d, including management of 47 municipal accounts supply, transport and storage. Developed systems for retail account management and load balancing.
- Personally created and managed marketing partnerships in Chicago (retail business) and Ontario (wholesale, retail, and services business).

**Regional Marketing Manager**

**1990 to 1997**

- Sales and account management for natural gas accounts including traditional interstate pipeline customers - LDCs, municipals; and wholesale and retail accounts in 6 Midwest states.
- Created load management systems utilizing weather, consumption, and nominations requirements to maximize transport and storage balancing.

□ **COASTAL GAS MARKETING COMPANY and ANR PIPELINE COMPANY, Detroit, MI**

**Marketing Manager (Coastal)**

**1984 to 1990**

**Financial Planning and Budgeting (ANR)**

**1982 to 1984**

**EDUCATION**

**University of Michigan** Dearborn, Michigan

Bachelor of Science in Business Administration; Finance and Economics specialization

# DAVID JOHNSON

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## ENERGY SYSTEMS ANALYST – RETAIL AND PRIVATE UTILITY SECTOR

Technology professional with over ten years of experience managing enterprise implementations of energy forecasting systems. Expert in gathering, analyzing and defining business and functional requirements; managing forecasts for hundreds of thousands of electricity and natural gas customers, from residential to large industrials.

### Expertise Highlights

- Network & Systems Administration
- Database Design & Management
- Strategic Technology Planning
- Major Software/Systems Implementations
- Data/Business/Systems Analysis
- Testing/Scripting/Documentation
- Data Flow & Process Mapping
- Energy Modeling
- SQL Queries & Data Modeling

### Professional Experience

MXENERGY – ANNAPOLIS JUNCTION, MD

2004 to Present

#### **Manager, Energy Forecasting**

2009 to Present

Advanced to manager to provide IT leadership and energy forecasting expertise for the company's 400,000 electricity and gas customers located over 5 ISO's and gas markets nationwide. Manage large-scale enterprise migration projects, systems upgrades and conversions and performance tuning and monitoring of applications/systems. Help set long-range technical direction and forecasting requirements.

#### ***Key Results:***

- Leading the implementation of the company's new energy load forecasting and settlement system leveraging the Oracle Lodestar Platform. Designed to build utility and zonal level forecast from customers utilizing individual forecasting models for each customer. Designing and launching market-level operational readiness testing across multiple business units; Working with business units to develop proper statistical energy forecasting models; coordinating the optimization of server hardware and software environments; developing and coordinating system training prior to go-live while maintaining the current forecasting system for existing users and energy markets.
- Managing the Ventyx Retail Operations software suite for forecasting, scheduling and settlement system of over 200,000 electricity customers in the NYISO, NEISO, PJM and ERCOT markets. Responsible for the multiple data feeds responsible for both short term forecasts for scheduling into day-ahead markets and long range energy forecasts for risk analysis. Developed an understanding of 21 different utility settlement methodologies and the configuration of these utilities into the system for proper forecasting and settlement of customer electricity load.
- Managed the Ventyx Retail Operations forecasting software to improve the company's natural gas forecasting by helping the company transition from crude, Excel-based forecasting spreadsheets to a structured, reliable system. The Ventyx Retail Operations system produced improved forecasting results for over 100,000 customers to a deviation within 5% of customers' settled usage.
- Documented data flows of customer, usage, weather and other data elements across multiple platforms to support energy forecasting, settlement and scheduling.

**Electricity Forecasting Analyst**

Managed the Ventyx RetailOffice electricity forecasting system for the company's newly launched electricity supply group. Worked with the group's members to define, write and refined requirements for a major expansion of the company's business.

***Key Results:***

- Oversaw the growth of a ten-fold increase of the company's electricity customer base; Managed the vendor, costs and enhancements to provide reliable forecasts and energy bid schedules for the two ISO's in the northeast.

**System Analyst for the Ventyx RetailOffice**

Oversaw the initial implementation and management of the company's newly launched Ventyx RetailOffice gas forecasting system for the multiple energy service providers within the RGE territory.

***Key Results:***

- Instrumental in the partnership between Ventyx and RGE personnel to develop the RetailOffice forecasting system for a gas market; This groundbreaking software facilitated the forecasting of over 300,000 residential, commercial and large, industrial customers.
- Responsible for the accurate daily operation of the RetailOffice Gas Management System, including daily forecasting, settlement, load profiling and numerous other activities performed by the system.
- Recipient of a substantial Leading Edge Award for the rapid development of a program that accurately calculates the adjusted usage of small gas customers.
- Manage the system setup, user passwords, maintenance, troubleshooting and data integrity.
- Served as the liaison between the user group and the IT group and software vendor company.
- Responsible for identifying and participation in the design and programming of system enhancements.

**Education**

ROCHESTER INSTITUTE OF TECHNOLOGY– ROCHESTER, NY

**Information Technology – 2000**

ORACLE UNIVERSITY

**Oracle PL/SQL Programming, Advanced Oracle PL/SQL Programming**

VARIOUS ENERGY FORECASTING COURSES

**Energy Forecasting, Statistical Modeling****Technology Summary**

**Applications:** Oracle TOAD, PL/SQL Developer, Ventyx RetailOffice Energy Management Software, Microsoft SQL Enterprise Manager, Microsoft SQL Query Analyzer, Oracle RDBMS, Microsoft Office

**Languages:** Oracle PL/SQL, Visual Basic, Visual Basic for Applications, VB .Net, HTML, XML

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## **Professional Experience**

**Commerce Energy Inc.**  
Director of Pricing and Structuring  
2006 to 2009

- Managed and was responsible for the accurate pricing of all product offerings to commercial, residential and industrial customers for natural gas and power in all of the states served ensuring that underlying wholesale commodity costs and risks are properly captured
- Maintained and managed the standard offer pricing process for electricity and natural gas mass market customers setting and adjusting rates in 11 different utility markets for over 100 products
- Managed the pricing for all commercial and industrial customers including: fixed price, index, block, spark spread, spread option, gas storage and other option based structures
- Developed appropriate pricing methodologies (mathematical, statistical and other) that ensure the economics of a transaction are appropriately accounted for and are consistent with Commerce Energy's risk policies and procedures
- Identified, statistically assessed the data and appropriately priced all risks inherent in our product offerings and prepare reports that detail the cost-benefit analyses
- Hired, supervised and trained analysts/senior analysts within the Pricing and Structuring group
- Managed and produced the P+Ls for the book of large commercial and industrial natural gas customers acquired from HESCO, ensuring that position statements and the costs of our physical and financial hedges are up to date and margins are forecast accurately
- Developed new products that could be marketed in existing and new target markets
- Ensured coordination between Pricing and Structuring, Billing, Operations, Commercial and Industrial Sales and Supply groups to achieve desired results
- Assisted in forecasting budgets and completed various economic analyses for Commerce Energy

**Cargill Power Markets LLC**  
Manager, Business Development  
2002 to 2005

- Managed Cargill's strategy to acquire and manage gas fired generation assets in selected markets (ISO New England, NYISO, ERCOT, CAISO) of the US with our private equity partners
- Managed detailed due diligence around five projects covering a total of 9300 MWs, and helped to negotiate contracts surrounding acquisition, credit, asset, and energy management agreements
- Helped to develop an innovative energy management structure for generation clients
- Managed key roles in the acquisition of the Mirant Canadian natural gas business including responsibility for the valuation of all deal elements, the negotiation of different aspects of the transaction; the acquisition grew Cargill's gas business from \$10MM to \$39MM (pre-tax)/year
- Decomposed contracts/portfolios into key elements to ensure proper valuation and deal structure
- Performed the valuation of potential acquisitions, energy management agreements, power structured products, and natural gas storage/transportation opportunities
- Coordinated between various Cargill business units and workgroups to bring projects to fruition
- Mentored colleagues in Business Development to ensure correct valuation methodologies used

Aquila Inc. 2000 to 2002

Manager, Commodity Transaction Analysis Group (pricing and structuring) June '01 to September '02  
Senior Analyst, Commodity Transaction Analysis Group (pricing and structuring) April '01 to June '01  
Analyst, Commodity Transaction Analysis Group (pricing and structuring) June '00 to April '01

- Led analytical team of up to 7 analysts and senior analysts covering natural gas and power structured products transactions within the west and mid-continent regions, ensuring appropriate modeling methodologies were followed and accurate curves were used
- Helped to develop valuation tools and methodologies covering a broad range of structures including tolling, gas transport, gas storage and other exotic structures
- Managed and was responsible for the analysis of Aquila merchant investment, asset disposition, and planned development opportunities
- Managed the deal flow of our origination sales force
- Structured, modeled and recorded transaction economics for power structures while identifying risks and embedded options and ensuring that they are appropriately priced
- Priced various transactions within the WSCC, MAIN, ECAR, ERCOT and SERC
- Coordinated and communicated project economics between various departments (trading, origination, generation management, asset investment, operations and fundamental analysis)
- Built and programmed models for tolling deals using both analytic and simulation methodologies
- Priced various transactions including tolling, fixed strike options, swaps, pumped storage, collars and extension options in western power markets
- Performed data analysis on hourly prices within various western markets
- Identified and quantified both market and non-market related risks and developed hedging strategies and contractual structures that address them

PanCanadian Petroleum (later became Encana)  
Corporate Development Analyst (internship)  
May 1999 to August 1999

- Developed valuation models and structures for monetizing midstream gas processing facilities.
- Evaluated and modeled acquisition/divestiture opportunities while at PanCanadian
- Performed an analysis of an exploration project using a real option valuation approach
- Built an intelligence file on our peer group including benchmarking cost and efficiency metrics

Midland Walwyn Capital Inc. (acquired by Merrill Lynch)  
Financial Advisor  
1995 to 1996

Royal Bank of Canada  
Personal Banking Representative  
1991 to 1994

### **Education and Training**

Masters of Business Administration, University of Alberta GPA 7.8 out of 9

Specialization in Natural Resources and Energy Economics

Bachelor of Commerce, University of Alberta GPA 7.3 out of 9

Specialization in Finance

Chartered Financial Analyst Candidate Level 3

