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BY COURIER AND EMAIL

October 18, 2016
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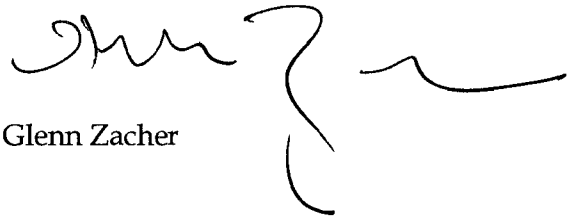
John Pickernell
Board Secretary
Ontario Energy Board
Yonge-Eglinton Centre
P.O. Box 2319
2300 Yonge Street, Suite 2700
Toronto ON M4P 1E4

Dear Mr. Pickernell:

**Re: Xoom Energy ONT, ULC Applications for Natural Gas Marketer &
Electricity Retailer Licences – OEB File Nos. EB-2016-0226/EB-2016-0227**

Enclosed are Planet Energy's brief submissions in reply to a new matter raised by Xoom Energy in its October 14, 2016 submissions

Yours truly,



Glenn Zacher

/sc
Encl.

cc: Board Staff
Applicant

TORONTO

MONTREAL

OTTAWA

CALGARY

VANCOUVER

NEW YORK

LONDON

SYDNEY

ONTARIO ENERGY BOARD

EB-2016-0226

IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, (Schedule B) (the “**Act**”);

AND IN THE MATTER OF an Application by XOOM Energy ONT, ULC pursuant to section 50 of the Act for a Gas Marketer license.

EB-2016-0227

IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15, (Schedule B) (the “**Act**”);

AND IN THE MATTER OF an Application by XOOM Energy ONT, ULC pursuant to section 60 of the Act for an Electricity Retailer license.

PLANET ENERGY (ONTARIO) CORP. REPLY SUBMISSIONS

October 18, 2016

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199 Bay Street
Toronto, Canada M5L 1B9

Glenn Zacher LSUC#: 43625P
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Counsel for Planet Energy (Ontario) Corp.

TO ONTARIO ENERGY BOARD

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Board Secretary

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AND TO: McMILLAN LLP

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Counsel for Applicant, XOOM Energy ONT, ULC

1. Xoom Energy asserts at paragraphs 1(iii) and 9 of its written submissions that “Planet and Xoom have been successfully coexisting within the marketplace in three US states for nearly four years”.
2. Xoom Energy’s assertion, which is unsupported by any evidence and is proffered in support of its position that there is no risk to Ontario consumers, is a mischaracterization of the facts.
3. The three US states Xoom makes reference to are New York, Pennsylvania and Maryland. Prior to November 2012, Planet Energy marketed retail gas and electricity products and services in each of these states through ACN. Xoom Energy, by contrast, did not market gas or electricity services in any of these states prior to November 2012 as Planet Energy had a sales agency agreement with ACN under which ACN was exclusively authorized to market Planet Energy products and services.¹
4. In November 2012, Planet Energy sold its customer contracts in New York, Pennsylvania and Maryland to Xoom Energy and thereafter Xoom marketed in these states through ACN. Notably, pursuant to the parties’ asset purchase agreement², Planet *agreed not to solicit any of its former customers under contract with Xoom for a period of three years*.³
5. In these circumstances, which Xoom omitted to reference in its submission, there was not the same unique risk of confusion or harm to customers arising from the *same ACN representatives* who previously solicited their friends and family to enroll with one energy provider (Planet Energy) subsequently soliciting *their very same friends and family* to switch to another energy provider (Xoom Energy).
6. Xoom Energy nowhere in its submission acknowledges the unique risk of confusion and harm to consumers that arises in this case, nor proposes how to mitigate this risk. Accordingly, for the reasons stated in its earlier submission, Planet Energy respectfully

¹ The relevant extracts from the Sales Agency (see s. 8) are attached hereto.

² The relevant extracts from Planet Energy's and Xoom Energy's Asset Purchase Agreement are attached hereto.

³ See sections 10.2 and 10.3 of the attached Asset Purchase Agreement.

submits that the Board should not license Xoom Energy without imposing appropriate license conditions (as proposed by Planet Energy) to adequately protect consumers.

All of which is respectfully submitted this 18th day of October, 2016.

A handwritten signature in black ink, reading "Glenn Zacher /sc". The signature is written in a cursive, flowing style.

Glenn Zacher,
Counsel for Planet Energy (Ontario) Corp.

SALES AGENCY AGREEMENT

THIS AGREEMENT, dated as of November 19, 2009, by and between Planet Energy Corp., an Ontario corporation ("PE"), Planet Energy (Ontario) Corp., an Ontario corporation ("PEO"), and Planet Energy (B.C.) Corp., a British Columbia corporation ("PEBC") (PE, PEO and PEBC are collectively referred to herein as "Planet"), and LKN Communications, Inc., doing business as ACN, Inc. ("LKN"), a Michigan corporation, and All Communications Network of Canada, Co., a Nova Scotia corporation ("ACN Canada") (LKN and ACN Canada are together referred to herein as the "ACN").

EXPLANATORY STATEMENT

PE is the holding company for a group of companies, including PEO and PEBC, that together market and sell natural gas and electricity throughout Canada. LKN is the holding company for a group of companies, including ACN Canada, that together, are a leading global network marketing company with relationships with hundreds of thousands of independent sales representatives. ACN has over the years marketed and sold natural gas and electricity in various geographic areas, both under its own brand and as a sales agent.

Planet and ACN wish to deploy ACN's sales and marketing experience and expertise in order to build Planet's business, and to that end, have agreed via a letter of intent dated October 19, 2009 (the "LoI") that they will enter into a definitive agreement for ACN to act as a master agent, and for ACN Canada's network of independent sales representatives (the "Representatives") to act as limited agents for Planet to sell electric commodity and natural gas products and related services (the "Energy Products") to retail residential and commercial consumers.

This Agreement is that definitive agreement between the parties called for by the LoI.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **Defined Terms**. The following terms used herein shall have the meaning ascribed to them below:

"Accepted Customer" shall mean those customers produced by ACN whose orders are accepted by Planet and by the applicable local distribution utility.

"ACN Indemnified Person" shall have the meaning ascribed to such term in Section 12 (b).

"ACN Customers" shall mean those customers whose orders are entered into the Online Portal by ACN, or the Representatives, or their customer under this Agreement who become Accepted Customers.

(f) ACN shall provide Planet with true and complete copies of all independent representative form agreements and updates thereto from time to time, upon Planet's request for same.

(g) In performing this Agreement, ACN agrees to (i)(A) not take any actions that it knows would be harmful in any material respect to the Business of Planet, (B) to use its commercially reasonable efforts to promote the Business in the Territory, and (C) comply with all applicable energy, federal, provincial and local laws, the Standards, and Planet's policies and procedures established in accordance with Section 5(a) hereof as in effect from time to time, and (ii) recognizing that ACN's legal relationship with the Representatives is that of independent contractor, use its commercially reasonable efforts to cause the Representatives to do (or not to do, as applicable) the same within the Territory.

3. Agency Period; Termination; Wind Down Phase.

(a) This Agreement is effective as of the date hereof and shall continue for a period of two (2) years (the "Initial Agency Period") or until earlier terminated as provided herein. Upon the expiration of the Initial Agency Period, this Agreement shall automatically renew on a year-to-year basis unless terminated by either Planet or ACN by the giving of written notice of termination to the other party hereto at least six (6) months prior to the expiration of the Initial Agency Period, or any successive term, as the case may be. The Initial Agency Period and any successive term(s) shall be together referred to herein as the "Agency Period."

(b) This Agreement may be terminated at any time prior to the expiration of the Agency Period or any successive term, as the case may be, by any of the following:

- (i) by mutual written agreement of the parties;
- (ii) by either party upon the occurrence of a material breach by the other party that remains uncured for a period of thirty (30) days after the breaching party receives written notice describing the breach in reasonable detail from the non-breaching party; or
- (iii) by the giving of proper notice as set forth in Section 3(a), above.

In all cases of notice given to terminate under this Section 3(b), the party giving notice shall specify the date on which this Agreement shall terminate (the "Termination Date").

(c) In the case of termination other than as provided in Section 3(b)(ii), notwithstanding any other provision of this Agreement, any such termination shall be without liability to either party, and shall be managed in compliance with the provisions of Section 3(d), below. Any termination as provided in Section 3(b)(ii) shall be without prejudice to the non-breaching party's right to seek damages for such breach.

equal to 50% of the net present value of those Commissions, as a ramp down amount and to insure an orderly cessation of this Agreement vis-à-vis the Representatives; and

(C) Planet will continue to provide the customary .xml file required by Section 5(e), above, until there are no longer any active ACN Customers.

(e) In the event that the Liquidity Event described in numbers (i) or (ii) of the definition of Liquidity Event is in fact the Liquidity Event that occurs, Planet agrees that it will actively seek and use its commercially reasonable efforts to cause the purchaser generating the Liquidity Event to agree to ACN's continuing to act as a sales agent for the Business in the hands of such purchaser, on such terms as the purchaser and ACN may agree.

(f) Regardless of which type of Liquidity Event occurs, nothing herein or otherwise shall prevent ACN from approaching purchaser or seeking to continue its role as sales agent for the Business in the hands of the purchaser.

(g) Once Planet has delivered to ACN the written notice of the pending occurrence of a Liquidity Event as specified in section 7(d), above, ACN agrees that it will thereafter, through the date of the Liquidity Event's closing and the payment of the Buyout Amount to ACN, make no changes to the Commissions. In the event that the Liquidity Event has not closed but ninety (90) days has elapsed, ACN's obligation not to change the Commissions shall expire on the ninety-first (91st) day.

8. Mutual Exclusivity.

(a) The parties agree that, during the Agency Period and in the Territory, ACN shall not market or sell Energy Products on behalf of anyone other than Planet.

(b) The parties also agree that, during the Agency Period and in the Territory, Planet shall not appoint or permit any other network marketing or multi-level marketing company (other than Planet itself) to market and sell Energy Products on behalf of Planet or any of its Affiliates.

(c) Subject to the foregoing restrictions in Section 8(a) and (b), above, nothing herein or otherwise shall prevent ACN or Planet, as applicable, from pursuing or entering into any relationship of any nature or kind with any other supplier or vendor, of whatever type of product or service.

9. Audit Rights.

ACN shall have the right, at any time upon reasonable advance notice to Planet, and during customary business hours, to audit Planet's customer and sales revenue accounting records and applicable transaction documents in order: (i) to verify any report provided to ACN by Planet in connection with this Agreement, (ii) to verify

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

PLANET ENERGY CORP.



By:
Name: Paul DeVries
Title: President & CEO

PLANET ENERGY (ONTARIO) CORP.



By:
Name: Paul DeVries
Title: President & CEO

PLANET ENERGY (B.C.) CORP.



By:
Name: Paul DeVries
Title: President & CEO

LKN COMMUNICATIONS, INC.

d/b/a ACN, Inc.



By:
Name: Robert Stevanovski
Title:

ALL COMMUNICATIONS NETWORK OF CANADA CO.



By:
Name: Robert Stevanovski
Title:

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of November 9, 2012 (the “**Agreement**”), by and among XOOM Energy, LLC, a Delaware limited liability company (“**Purchaser**”), Planet Energy USA Corp., a Delaware corporation (the “**PE-USA**”), Planet Energy (Maryland) Corp., a Delaware corporation (“**PE-MD**”), Planet Energy (New York) Corp., a Delaware corporation (“**PE-NY**”) and Planet Energy (Pennsylvania) Corp., a Delaware corporation (“**PE-PA**” and, together with PE-MD and PE-NY, the “**PE Subsidiaries**” and, together with PE-USA, the “the PE-USA Entity” (when singular) or the “**PE-USA Entity(ies)**” (when singular or plural) and Planet Energy Corp., an Ontario corporation (the “**Seller**”). As used herein Purchaser, Seller and each PE-USA Entity are each a “**Party**” and together the “**Parties**”.

WITNESSETH:

WHEREAS, the Seller owns all of the issued and outstanding shares of capital stock of PE-USA, and PE-USA owns all of the issued and outstanding shares of each PE Subsidiary;

WHEREAS, the PE-USA Entity(ies) act as a retail supplier of natural gas, power, and renewable energy to residential customers, small-to- medium sized businesses and small-to-medium sized commercial customers through a variety of plans, including mass market retail sales (residential & small-to-medium sized business and commercial customers)(the “**Business**”);

WHEREAS, Purchaser wishes to purchase from PE-USA, and PE-USA is willing to sell to Purchaser, certain of the assets of PE-USA used or held for use in the Business, all on and subject to the terms and conditions set forth in this Agreement (the “**Acquisition**”); and

WHEREAS, certain terms used in this Agreement are defined in Annex A.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing or from time to time thereafter as contemplated by Sections 1.5 and 7.12(d), the PE-USA Entity(ies) shall, effective as of the Effective Date, sell, convey, assign, transfer and deliver to Purchaser and Purchaser shall, effective as of the Effective Date, purchase, accept, acquire and take assignment and delivery of, all right, title and interest in, to and under the Customer Contracts, Supply Positions, Gas In Storage, ACN Agreement and related Books and Records (collectively, the “**Acquired Assets**”) free and clear of all Liens except Permitted Exceptions and Shell Liens.

1.2 Excluded Assets. All assets of the PE-USA Entity(ies) other than the Acquired Assets (collectively, the “**Excluded Assets**”) shall be retained by the applicable PE-USA Entity, and are not being sold or assigned to Purchaser hereunder.

(d) With respect to Slamming Claims, the provisions of this Section 9.4 shall be subject to the provisions of Section 9.2(b).

9.5 Tax Treatment of Indemnity Payments.

The Seller and Purchaser agree to treat any indemnity payment made pursuant to this Article IX as an adjustment to the Purchase Price for all Tax purposes.

ARTICLE X

CERTAIN COVENANTS

10.1 Definition. “**Confidential Information**” shall mean:

(a) any and all information concerning the Acquired Assets, including, without limitation:

- (i) which contains historical and projected sales, customer lists and customer information, marketing plans or market expansion proposals and sales techniques and materials of the Purchaser, Seller or PE-USA (or any PE Subsidiary), however documented;
- (ii) data bases, , current and anticipated customer requirements, price lists, market studies, and any other information, however documented, that relates to the Acquired Assets; and
- (iii) notes, analyses, compilations, studies, summaries, and other material prepared by or for the Purchaser, Seller or PE-USA (or any PE Subsidiary) containing or based, in whole or in part, on any information included in the foregoing; and

(b) any and all information concerning the business affairs of the Purchaser, including, without limitation:

- (i) which constitutes proprietary information of the Purchaser;
- (ii) which contains financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, business plans, the names and backgrounds of personnel, customer lists and customer information, personnel training and techniques and materials, marketing plans or market expansion proposals and sales techniques and materials of the Purchaser, however documented;
- (iii) from which it could be reasonably inferred that would confer a competitive advantage on the Seller or PE-USA (or any PE Subsidiary);

- (iv) from which it could be reasonably inferred that disclosure thereof would be detrimental to the Purchaser;
- (v) product specifications, discoveries, improvements, processes, marketing and service methods or techniques, formulae, designs, styles, specifications, data bases, computer programs (whether in source code or object code), know-how, strategies, current and anticipated customer requirements, price lists, market studies, and any other information, however documented, that is a trade secret of Purchaser under applicable Law; and
- (vi) notes, analyses, compilations, studies, summaries, and other material prepared by or for the Purchaser containing or based, in whole or in part, on any information included in the foregoing.

Notwithstanding anything to the contrary above, the term "Confidential Information" does not include information that: (x) is or becomes generally available to the public other than as a result of a disclosure by the receiving Party or its representatives; (y) was within the receiving Party's possession prior to its being furnished to the receiving Party by or on behalf of the disclosing Party pursuant hereto; or (z) becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party or any of its representatives; provided, however, that: (1) if Closing occurs, with respect to clause (y) above, information concerning the Acquired Assets shall be deemed "Confidential Information" of Purchaser notwithstanding the Seller, PE-USA or any PE Subsidiary having possession thereof prior to disclosure thereof by Purchaser; and (2) with respect to clauses (y) and (z) above, the source of such information was not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the disclosing Party or any other party with respect to such information.

10.2 Acknowledgments and Agreements.

Each of the Seller and each PE-USA Entity hereby acknowledges, agrees and covenants that until the date that is three (3) years from the date hereof, such Person and each of its Affiliates will keep confidential, will hold for the sole benefit of the Purchaser, and will not use except on behalf of the Purchaser or as may be required to: (i) perform its obligations under the Transition Services, or (ii) prepare its financial reports or financial statements or any tax filings, all Confidential Information, which such Person acknowledges is, or shall be, proprietary to the Purchaser; provided, however, that any Confidential Information that is also considered a trade secret under applicable Law, shall not be disclosed by such Person as long as such information remains a trade secret and is not generally known or available to the public other than as a result of unauthorized or unlawful disclosure directly or indirectly by such Person. Each of the Seller and each PE-USA Entity agrees that upon request it shall forthwith return to the Purchaser, or destroy to the satisfaction of the Purchaser, all Confidential Information in whatever form such information is in the possession of such Person or under such Person's control, except to the extent that such information is required to: (i) perform its obligations under the Transition

Services, or (ii) prepare its financial reports or financial statements or any tax filings. Notwithstanding the foregoing, the obligations of confidentiality, nondisclosure and non-use with respect to Confidential Information required by this Section 10.2 shall not apply to any Confidential Information required to be disclosed in a judicial or administrative Legal Proceeding, or is otherwise required to be disclosed by Law, in any such case only after giving Purchaser as much advance notice of the possibility of such disclosure as practical so that Purchaser may attempt to stop such disclosure or obtain a protective order concerning such disclosure (in which case such Person shall use commercially reasonable efforts to cooperate with Purchaser at Purchaser's expense in such attempts).

10.3 Limited Activities. In the event that Closing occurs, until the date that is three (3) years after the Closing Date, the Seller and each PE-USA Entity will not, directly or indirectly, for any reason, for its own benefit, or for the benefit of or together with any other Person, directly or indirectly, solicit or attempt to solicit, any of the customers party to a Customer Contract with any PE-USA Entity, it being agreed and understood that this provision shall not preclude the PE-USA Entities from engaging in general solicitation of customers for retail mass market energy sales not directed at former customers of any PE-USA Entity and without the use of any Confidential Information.

10.4 Severability; Reformation. The covenants in this Article X are severable and separate, and the unenforceability of any specific covenant in this Article X is not intended by either Party to, and shall not, affect the provisions of any other covenant in this Article X. If any court of competent jurisdiction shall determine that the scope, time, or territorial restrictions set forth in Section 10.3 are unreasonable as applied to the Seller and the PE-USA Entity(ies) , the Parties acknowledge their mutual intention and agreement that those restrictions be enforced to the fullest extent the court deems reasonable, and thereby shall be reformed to that extent.

10.5 Independent Covenant. All of the covenants in this Article X are intended by each Party hereto to be, and shall be construed as, an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of either the Seller or any PE-USA Entity(ies) against Purchaser or its Affiliates, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Purchaser or its Affiliate of any covenant in this Article X. It is specifically agreed that the period specified in Section 10.3 shall be computed by excluding from that computation any time during which PE-USA or either Seller is in violation of any provision of Section 10.3.

10.6 Materiality. Purchaser, the Seller and each PE-USA Entity hereby agree that this Article X is a material and substantial part of this Agreement, and absent the Seller entering this, the restrictions of this Article X, Purchaser would not have entered into this Agreement and consummated the transactions contemplated hereby.

10.7 Four-Way Agreement. Seller and Purchaser shall perform their respective obligations under the Four-Way Agreement in respect of the novation of the Supply Positions.

ARTICLE XI MISCELLANEOUS

11.1 Payment of Sales, Use, Transfer or Similar Taxes.

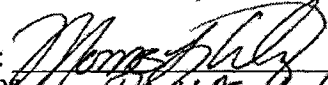
IN WITNESS WHEREOF, the Parties have executed and caused this Agreement to be executed and delivered on the date first written above,

PURCHASER:

THE SELLER:

XOOM ENERGY, LLC

PLANET ENERGY CORP.

By: 
Name: Thomas A. Way
Title: CEO

By: _____
Name: _____
Title: _____

THE PE-USA ENTITIES:

PLANET ENERGY USA CORP.

PLANET ENERGY (MARYLAND) CORP.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

PLANET ENERGY (NEW YORK) CORP.

PLANET ENERGY (PENNSYLVANIA) CORP.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**FIRST AMENDMENT
TO SALES AGENCY AGREEMENT**

THIS FIRST AMENDMENT TO SALES AGENCY AGREEMENT (this "Amendment") is entered into as of November ~~20~~²², 2010, by and among LKN Communications, Inc., a Michigan corporation doing business as ACN, Inc. ("LKN"), All Communications Network of Canada, Co., a Nova Scotia corporation ("ACN Canada"); ACN Energy, Inc. a Michigan corporation (LKN, ACN Canada and ACN Energy are together referred to herein as "ACN"), and Planet Energy Corp., an Ontario corporation ("PE"), Planet Energy (Ontario) Corp., an Ontario corporation ("PEO"), Planet Energy (B.C.) Corp., a British Columbia corporation ("PEBC") and Planet Energy USA Corp Delaware corporation (PE, PEO, PEBC and Planet Energy USA are collectively referred to herein as "Planet") (collectively, the "Parties").

RECITALS

A. The Parties entered into that certain Sales Agency Agreement as of November 19, 2009 (the "Agreement") to deploy ACN's sales and marketing experience and expertise in order to build Planet's natural gas and electricity business in Canada;

B. The Parties desire to expand the territory in which they will market and sell Energy Products under the terms of the Agreement;

C. Planet has formed a Delaware limited liability company ("Planet USA") for the purpose of engaging in the marketing and sale of Energy Products in the territories added by this Amendment; and

D. The Parties wish to amend the Agreement in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given to them in the Agreement.

2. **Amendments to Agreement.** The Agreement is hereby amended as follows:

2.1 The Parties agree that ACN Energy, Inc., a Michigan corporation, shall be added as a party to the Agreement and shall be included in the defined term "ACN".

2.2 The Parties agree that Planet Energy USA Corp. shall be added as a party to the Agreement and shall be considered an "Energy Subsidiary" under the terms of the Agreement and shall be included in the defined term "Planet".

2.3 Section 1 of the Agreement is amended to replace the defined term "Territory" with a new definition of such term as set forth below and to add the following defined terms:



"Canadian Territory" means Ontario – natural gas and electricity markets; British Columbia – natural gas market; Quebec – commercial natural gas market; the Canadian Territory may be expanded by mutual agreement of the parties from time to time, and will add by joinder agreement such additional parties to this Agreement as may be necessary to effectuate such expansion.

"Territory" means collectively the Canadian Territory and the US Territory, as such terms may be amended or expanded by the parties from time to time.

"US Territory" means Baltimore Gas and Electric (BG&E) in Maryland – gas and electric markets; Philadelphia Electric Company (PECO) in Pennsylvania – gas and electric markets; Columbia Gas of Pennsylvania (CPA) in Pennsylvania – gas market; PPL (PPL) in Pennsylvania – electric market; National Grid in New York – gas and electric markets; Con Edison in New York – gas and electric markets; Keyspan – gas market; the US Territory may be expanded by mutual agreement of the parties from time to time, and will add by joinder agreement such additional parties to this Agreement as may be necessary to effectuate such expansion.

2.2 The definition of "Insolvency Event" in Section 1 of the Agreement is amended to replace the words "PE, PEO or PEBC" in each occurrence with the words "PE, PEO, PEBC, Planet USA or any other Energy Subsidiary".

2.3 The definition of "Liquidity Event" in Section 1 of the Agreement is amended to replace the words "PEO, PEBC" with the words "PEO, PEBC, Planet USA".

2.4 The following shall be added to Section 4 of the Agreement:

(j) ACN shall use commercially reasonable efforts to reach a sales target of 18,000 enrollments and will have 24 months from the date of the last market launched to achieve the sales target.

(k) ACN shall reimburse PE startup costs for the US territories, not to exceed \$500,000, in the event ACN fails to achieve the sales target set in 4(j) by more than 10% in the time frame required, provided PE has met its duties and/or requirements as contained in Section 5 (o) and (p) as amended herein. The formula to determine the reimbursement shall be the lesser of \$500,000 or $(1 \text{ minus actual enrollments/sales target}) \times \$1,000,000$.

(l) ACN shall, at its own cost and expense, take all actions necessary to obtain all licenses, certificates, approvals, permits, registrations or other authorizations as may be required for its Representatives to sell Energy Products in the Territory (including the US Territory) as defined herein. ACN shall comply and shall contractually

require its Representatives to comply with all applicable energy federal, state and local laws necessary to satisfy the purposes of this Agreement.

2.5 Paragraph (n) of Section 5 of the Agreement is amended to read in its entirety as follows:

(n) Planet shall, at its own cost and expense, take all actions necessary to obtain all licenses, certificates, approvals, permits, registrations or other authorizations as may be required to sell Energy Products in the Territory (including the US Territory) as defined herein. Planet will comply with all applicable energy federal, state and local laws necessary to satisfy the purposes of this Agreement.

2.6 The following shall be added to Section 5 of the Agreement:

(o) PE shall use commercially reasonable efforts to launch each market within two (2) weeks of the market's respective target launch date as set out in Exhibit A which is attached hereto and incorporated herein, except that the Philadelphia Electric Company (PECO) in Pennsylvania must be launched within 30 days from its target launch date as set out in Exhibit A. In the event PE fails to launch any market within two (2) weeks of the market's respective target launch date as set out in Exhibit A, or within 30 days from its target launch date in respect of the Philadelphia Electric Company (PECO) and such failure was not a result of any delay on the part of ACN, ACN shall have the option to remove the market from the list of territories and shall not be obligated to PE for any reimbursement as discussed in Section 4 of this Agreement.

(p) PE shall use commercially reasonable efforts to maintain rates that are in the lowest third (1/3) of supplier rates for the same or similarly situated product offerings in each respective market no less than 70% of the time during the first twenty-four (24) months from the date of the last market launched failing which ACN shall not be obligated to PE for any reimbursement as discussed in Section 4 of this Agreement.

3. **Effect of Amendment.** This Amendment shall be construed in connection with and as part of the Agreement and all terms, conditions, representations, warranties, covenants and agreements set forth in the Agreement, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. **Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[signatures on next page]

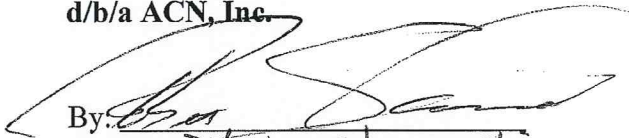


IN WITNESS WHEREOF, each of the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date first above written.

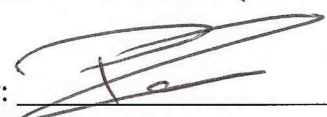
PLANET ENERGY CORP.

By:  _____
Name: _____
Title: _____

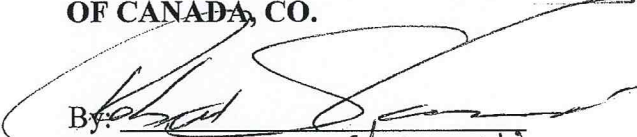
LKN COMMUNICATIONS, INC.
d/b/a ACN, Inc.

By:  _____
Name: Robert Stevanovski
Title: Chairman

PLANET ENERGY (ONTARIO) CORP.

By:  _____
Name: _____
Title: _____

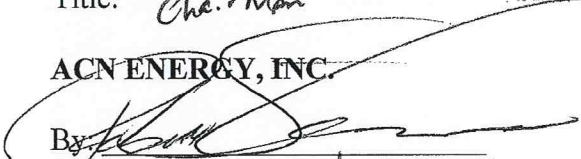
**ALL COMMUNICATIONS NETWORK
OF CANADA, CO.**

By:  _____
Name: Robert Stevanovski
Title: Chairman

PLANET ENERGY (B.C.) CORP.

By:  _____
Name: _____
Title: _____

ACN ENERGY, INC.

By:  _____
Name: Robert Stevanovski
Title: Chairman

PLANET ENERGY USA CORP.

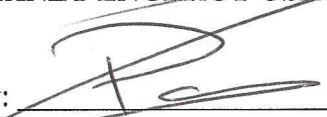
By:  _____
Name: _____
Title: _____



EXHIBIT A

Market Launch Dates

<u>State</u>	<u>Utility</u>	<u>Commodity</u>	<u>Launch on or Before</u>
New York	ConEdison	Electric	2/1/2011
New York	ConEdison	Gas	2/1/2011
New York	National Grid (NiMo)	Electric	2/1/2011
New York	National Grid (NiMo)	Gas	2/1/2011
New York	National Grid - Keyspan_LI	Gas	3/1/2011
New York	National Grid - Keyspan_NY	Gas	3/1/2011
Pennsylvania	Columbia of PA	Gas	3/1/2011
Pennsylvania	PECO	Electric	3/1/2011
Pennsylvania	PECO	Gas	3/1/2011
Pennsylvania	PPL	Electric	3/1/2011
Maryland	BG&E	Electric	4/1/2011
Maryland	BG&E	Gas	4/1/2011