

FILE

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PUCO

**Carl W. Boyd**  
Manager of Regulatory Compliance & Licensing  
412-644-3120  
[cboyd@strategicenergy.com](mailto:cboyd@strategicenergy.com)

**Via Email and FedEx**

June 30, 2008

Ohio Public Utilities Commission  
Attn: Mr. Charles Stockhausen  
180 E. Broad St.  
Columbus, OH, 43215-3793  
[charles.stockhausen@puc.state.oh.us](mailto:charles.stockhausen@puc.state.oh.us)  
614-728-5049

00-1758-2-CRS

RE: Update to registration information for Strategic Energy, LLC – License #00-005(i)

Mr. Stockhausen:

Pursuant to the requirements of Ohio Administrative Code 4901:1-24-10, please allow this correspondence to serve as notice that Strategic Energy, LLC (License #00-005(i)) has undergone a change in corporate ownership.

The former corporate parent of Strategic Energy, as should be reflected in PUC files, was Great Plains Energy, Inc. of Kansas City, MO. **The new corporate owner of Strategic Energy is Direct Energy Services, LLC, an indirect wholly owned subsidiary of Centrica plc.** As a result of this change in ownership, Strategic Energy is now affiliated with Direct Energy Services, LLC, a CRES provider currently licensed to operate within the State of Ohio. At this time, Strategic Energy is not changing its name or its services.

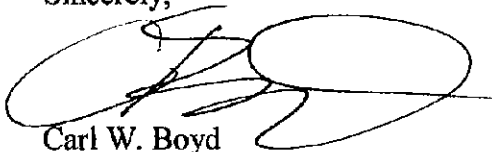
Regulatory approvals from FTC and FERC for this transaction were issued on May 2, 2008, and May 13, 2008 respectively. Approval from CFIUS was issued on May 28, 2008, and the transaction closed on June 2, 2008.

Per your conversation with Erin Creahan on May 8, 2008, we have updated the applicable exhibits to Strategic Energy's Power Marketer Renewal Application and attached them hereto. The exhibits that were updated are: A-10, A-11, B-1, C-2, C-4, C-6 and C-9.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician Am J Date Processed 7/7/08

If you have any questions regarding this notice, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Boyd', written over a large, light-colored oval shape.

Carl W. Boyd  
Manager of Regulatory Compliance & Licensing

Exhibit A-10  
Principal Officers, Directors and Partners

The following is a current list of the Officers of Strategic Energy, LLC:

Maura Clark  
President  
(203) 328-3543

John Dietrich  
Chief Operations Officer  
(412) 394-4329

Paul Dobson  
Senior Vice-President, Finance  
(412) 394-5600

Mike Young  
Senior Vice-President, Sales  
(412) 394-6951

Janey Seely  
Secretary  
(713) 877-3507

Lisa Delsante  
Assistant Secretary  
(203) 328-3572

Exhibit A-11  
Corporate Structure

Strategic Energy, LLC is a Delaware Limited Liability Company that, as of June 2, 2008, is wholly owned by Direct Energy Services, LLC. Direct Energy Services, LLC is an indirect wholly owned subsidiary of Centrica plc. Strategic Energy, LLC has no subsidiaries. Direct Energy Services, LLC, Direct Energy, LP, CPL Retail Energy, LP and WTU Retail Energy, LP are the only companies affiliated with Strategic Energy, LLC that supply retail or wholesale electricity and/or natural gas to customers in North America. See also *Exhibit B-1 – Jurisdictions of Operation*.

Exhibit B-1  
Jurisdictions of Operation – Strategic Energy, LLC

	<b>Name and Address</b>	<b>Issued by<sup>1</sup></b>	<b>License Number</b>	<b>Date</b>
1.	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	California	ESP #1351	May 1, 2000
2.	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	Connecticut	Docket No. 00-05-14	September 27, 2000
3.	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	Delaware <sup>2</sup>	Docket No. 99-400	August 18, 1999
4.	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	District of Columbia <sup>2</sup>	EA-04-4-4	May 11, 2004
5.	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 1522	Illinois	Docket No. 04-0811	February 8, 2005
6.	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	Maryland	IR-437	March 27, 2002
7.	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	Massachusetts	CS-021	December 2, 1999
8.	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	Michigan	U-13609	November 7, 2002
9.	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	New Jersey	ESL-0027	August 18, 1999
10.	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	New York	Letter Dated 5/18/98	May 18, 1998
11.	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	Ohio	Certificate 00-005(i)	October 27, 2000
12.	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	Oregon <sup>2</sup>	Order 02-072	January 10, 2002

<sup>1</sup> State references are to Public Utility Commission or equivalent state agency.

<sup>2</sup> Strategic Energy has a license in Delaware, District of Columbia and Rhode Island, but is not currently supplying electricity in those states. Strategic relinquished its license in Oregon.

Exhibit B-1  
Jurisdictions of Operation – Strategic Energy, LLC (cont'd)

<b>13.</b>	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	Pennsylvania	A-110025	January 1, 1999
<b>14.</b>	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	Rhode Island <sup>2</sup>	D-96-6(2)	January 9, 1998
<b>15.</b>	Strategic Energy, L.L.C. 2 Gateway Center, 9 <sup>th</sup> Floor Pittsburgh, PA 15222	Texas	Certificate 10011	February 20, 2001

<sup>2</sup> Strategic Energy has a license in Delaware, District of Columbia and Rhode Island, but is not currently supplying electricity in those states. Strategic relinquished its license in Oregon.

Exhibit B-1  
Jurisdictions of Operation – Direct Energy Services, LLC

**Other states in which Direct Energy Services, LLC is now or has been engaged in the retail sale of electricity or natural gas and the names under which the Applicant is engaged in such business(s):**

**Name:** Direct Energy Services, LLC (“Direct Energy”)  
**Business Address:** 12 Greenway Plaza, Suite 600,, Houston, TX 77046

**States where Direct Energy is licensed and now engaged in the retail sale of electricity or gas:**

License #/State of Issuance:	Docket # 06-03-06/Connecticut; Power
License #/State of Issuance:	Registration # 01-04/Connecticut; Natural Gas
License #/State of Issuance:	Order No. 13816/District of Columbia; Power
License #/State of Issuance:	Certificate No. 6790/Delaware; Power
License #/State of Issuance:	Docket # 05-0722/Illinois; Power
License #/State of Issuance:	Docket # 05-0086/Illinois; Natural Gas
License #/State of Issuance:	License CS-047/Massachusetts; Power
License #/State of Issuance:	License GS-028/Massachusetts; Natural Gas
License #/State of Issuance:	License IR-719/Maryland; Power
License #/State of Issuance:	Docket # 2005-479/Maine; Power
License #/State of Issuance:	Case No. U-14537/Michigan; Natural Gas
License #/State of Issuance:	Docket # EE05090787L/New Jersey; Power
License #/State of Issuance:	Letter Order of 11/2/2004/New York; Power & Natural Gas
License #/State of Issuance:	License 02-024(3)/Ohio; Natural Gas
License #/State of Issuance:	License A-110164/Pennsylvania; Power
License #/State of Issuance:	License A-125135/Pennsylvania; Natural Gas
License #/State of Issuance:	Docket # D-96-6(U2)/Rhode Island; Power
License #/State of Issuance:	Docket # 2379(T1)/Rhode Island; Natural Gas

**States where Direct Energy is licensed but NOT engaged in the retail sale of electricity or gas:**

License #/State of Issuance:	License IR-791/Maryland; Natural Gas
License #/State of Issuance:	Case No. U-14724/Michigan; Power
License #/State of Issuance:	License 00-0019(3)/Ohio; Power
License #/State of Issuance:	License GLS-0077/New Jersey; Natural Gas
License #/State of Issuance:	License 1342/California; Power

**Affiliate(s) other than a regulated electricity of natural gas utility engaged in the retail sale of electricity, or electricity supply services, or natural gas:**

**Name:** Direct Energy, LP  
**Business Address:** 12 Greenway Plaza, Suite 600,, Houston, TX 77046  
**License #/State of Issuance:** Rep# 10040/Texas  
**Location (Utility Service Territory):** TXU, Centerpoint, Texas New Mexico, AEP Central, AEP Texas North

**Name:** CPL Retail Energy, LP  
**Business Address:** 12 Greenway Plaza, Suite 600,, Houston, TX 77046  
**License #/State of Issuance:** Rep# 10023/Texas  
**Location (Utility Service Territory):** TXU, Centerpoint, Texas New Mexico, AEP Central, AEP Texas North

**Name:** WTU Retail Energy, LP  
**Business Address:** 12 Greenway Plaza, Suite 600,, Houston, TX 77046  
**License #/State of Issuance:** Rep# 10022/Texas  
**Location (Utility Service Territory):** TXU, Centerpoint, Texas New Mexico, AEP Central, AEP Texas North

Exhibit C-2  
SEC Filings

The corporate owner of Strategic Energy, LLC is Direct Energy Services, LLC, an indirect wholly owned subsidiary of Centrica plc. Centrica plc is headquartered in Winsor, UK. As a foreign entity, Centrica is not subject to SEC jurisdiction, and thus does not have SEC filings. .



Exhibit C-4  
Financial Arrangements

Attached is a sample Guaranty issued by Strategic Energy's ultimate parent company, Centrica  
plc.

# CENTRICA PLC

## Guarantee

This Guarantee (this "Guarantee") is dated [ ] 2007 and made and entered into between

1. Centrica plc (registered number 3033654) whose registered office is Millstream, Maidenhead Road, Windsor, Berkshire SL4 5GD ("Guarantor"); and
2. [ ] whose [registered office]/[principal place of business] is [ ] ("Contract Party").

### WHEREAS

- (A) Contract Party and [Direct Energy Marketing Limited] [and Energy America LLC], [a] wholly owned subsidiar[y][ies] of Guarantor [have entered into, and] are contemplating entering into, transactions for the purchase and sale of natural gas and/or electricity, or options thereon, (the "**Physical Transactions**"), and [have entered into, and] are contemplating entering into, swap, option or other financially-settled derivative transactions, which transactions will be evidenced by one or more swap agreements, confirmations and/or master agreements (all such swap, option or other financially-settled derivative transactions and the agreements, evidencing same whether entered into prior to, on or after the date hereof are referred to herein as ("**Derivative Transactions**"). The Physical Transactions and the Derivative Transactions, individually and collectively, shall be referred to herein as the "**Transactions**", and [Direct Energy Marketing Limited] [and Energy America LLC] [individually and collectively] shall be referred to herein as the "**Obligor**";
- (B) Guarantor will directly or indirectly benefit from the Transactions; and
- (C) As a condition precedent to the Transactions, Contract Party has required that Guarantor unconditionally guarantee to Contract Party all payment obligations of Obligor under the Transactions.

NOW THEREFORE, to induce Contract Party to enter into the Transactions, Guarantor agrees as follows:

### PAYMENT GUARANTEE

1. Guarantor absolutely, irrevocably and unconditionally guarantees to Contract Party all payment obligations of Obligor set forth in the Transactions (the "**Obligations**") up to an aggregate amount that shall not exceed [US\$][CNS\$][ ] ([AMOUNT IN WORDS] United States dollars / Canadian dollars). This Guarantee is a continuing guarantee effective during the term of the Transactions.
2. Guarantor WAIVES any right to require as a condition to its obligations hereunder that:
  - (i) presentment or demand be made upon Obligor; and
  - (ii) action be brought against Obligor or any other person or entity except Guarantor,should Contract Party seek to enforce the obligations of Guarantor. Specifically, without limitation, Guarantor WAIVES any right to require, substantively or procedurally, that:
  - (a) a judgment previously be rendered against Obligor or any other person or entity except Guarantor;
  - (b) Obligor or any other person or entity be joined in any action against Guarantor; or
  - (c) an action separate from one against Guarantor be brought against Obligor or any other person or entity.

3. The obligations of Guarantor are several from those of Obligor or any other person or entity, including, without limitation, any other surety for Obligor, and are primary payment obligations concerning which Guarantor is the principal obligor.
4. The obligations of Guarantor hereunder shall in no way be affected or impaired by reason, and Guarantor WAIVES its right to prior notice, of the happening from time to time of any of the following:
  - (i) extensions (whether or not material) of the time for performance of all or any portion of the Obligations.
  - (ii) the modification or amendment in any manner (whether or not material) of the Transactions or the Obligations;
  - (iii) any failure, delay or lack of diligence on the part of a Contract Party, or any other person or entity to enforce, assert or exercise any right, privilege, power or remedy conferred on a Contract Party or any other person or entity under the Transactions or at law, or any action on the part of a Contract Party or such other person or entity granting indulgence or extension of any kind;
  - (iv) the settlement or compromise of any Obligations; and
  - (v) a change of status, composition, structure or name of Obligor, including, without limitation, by reason of bankruptcy, liquidation, insolvency, merger, dissolution, consolidation or reorganisation.
5. With the prior written consent of Contract Party, which consent shall not be unreasonably withheld, this Guarantee may be replaced by a guarantee or guarantees in substantially similar form made by a guarantor of equal or better creditworthiness, provided that this Guarantee shall continue to apply to all obligations of the Guarantor under this Guarantee in respect of Transactions entered into prior to the time of such replacement and the replacement guarantee shall apply only to those Obligations incurred in respect of Transactions entered into after its execution and delivery.
6. The Guarantor may terminate this Guarantee by giving written notice of such termination to the Contract Party. No such terminations shall be effective until five (5) business days after receipt by Contract Party of such termination notice. No such termination shall affect the obligations of the Guarantor under this Guarantee in respect of Transactions entered into prior to such termination notice becoming effective.

#### **RESERVATION OF DEFENCES**

7. Without limiting the defences and rights of Guarantor not expressly waived in this Guarantee, Guarantor expressly reserves unto itself all rights, counterclaims and other defences of Obligor relating to the Obligations, except those arising out of the bankruptcy, insolvency, dissolution or liquidation of Obligor.

#### **NOTICE**

8. All notices and communications made pursuant to this Guarantee shall be in writing and delivered personally or mailed recorded delivery, postage prepaid, or sent by facsimile, as follows:

To Guarantor:

Centrica plc  
Millstream  
Maidenhead Road  
Windsor  
Berkshire SL4 5GD  
United Kingdom  
Attn: Group General Counsel and Company Secretary  
Facsimile: 01753 494602

To Contract Party:

[                    ]

9. Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by facsimile shall be effective upon actual receipt if received during recipient's normal business hours or at the beginning of recipient's next business day after receipt if not received during recipient's normal business hours. Any party may change its address to which notice is to be given hereunder by providing notice of the same in accordance with Clause 9.

**MISCELLANEOUS**

10. This Guarantee shall in all respects be governed by, and construed in accordance with, the laws of the State of New York and the parties hereby submit to the exclusive jurisdiction of the courts of the State of New York.
11. Except for increasing the value of the Obligations figure in Clause 1 above, no term or provision of this Guarantee shall be amended, modified, altered, waived, supplemented or terminated except in writing signed by the parties hereto.
12. Neither Guarantor nor Contract Party may assign or transfer (whether by way of security or otherwise) this Guarantee or any interest or obligation in or under this Guarantee without the prior written consent of Contract Party or Guarantor respectively. Any purported transfer or assignment that is not in accordance with this Clause 12 shall be void. Subject to the foregoing this Guarantee shall be binding upon and enure to the benefit of and be enforceable by the respective successors, permitted assigns and transferees of Guarantor and Contract Party.
13. This Guarantee embodies the entire agreement and understanding between Guarantor and Contract Party and supersedes all prior agreements and understandings relating to the subject matter hereof.
14. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. References to Clauses are to clauses of this Guarantee.
15. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one document.
16. Guarantor shall make payment in United States dollars and without deductions to Contract Party in immediately available funds of all sums due hereunder within ten (10) business days of written demand for the same by Contract Party (which demand shall set forth the basis and the calculation of the amount for which demand is made and which shall in the absence of manifest error be conclusive).
17. Guarantor warrants that this Guarantee is its legally binding obligation enforceable in accordance with its terms (except as the enforceability of this Guarantee may be limited by any applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting creditors' rights generally and by general principles of equity), and further warrants that all necessary consents and authorisations for the giving and implementation of this Guarantee have been obtained.
18. Until all amounts which may be or become payable under the Transactions have been irrevocably paid in full, Guarantor shall not by virtue of this Guarantee be subrogated to any rights of Contract Party or claim in competition with Contract Party against Obligor in connection with any matter relating to or arising from the Obligations or this Guarantee.

Guarantor has caused this Guarantee to be executed as a deed and Contract Party has signed the same as of the day and year first above written.

**CENTRICA PLC**

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Title:

**[NAME OF CONTRACT PARTY]**

By: \_\_\_\_\_  
Title:

Exhibit C-6  
Credit Rating

Strategic Energy does not maintain a credit rating by Dun & Bradstreet, nor does it maintain a senior debt rating from Duff & Phelps, Moody's Investors Service or Standard & Poors. Strategic Energy relies on the credit ratings of its ultimate parent company, Centrica plc. The credit ratings of Centrica plc are included below.

MOODY'S		DBRS	
1) Outlook	STABLE	14) Senior Unsecured Debt	WR
2) Issuer Rating	A3	15) Short Term	WR
3) Senior Unsecured Debt	A3		
4) Short Term	P-2		
STANDARD & POOR'S			
5) Outlook	NFG		
6) LT Foreign Issuer Credit	A		
7) LT Local Issuer Credit	A		
8) ST Foreign Issuer Credit	A-1		
9) ST Local Issuer Credit	A-1		
FITCH			
10) Outlook	NEG		
11) LT Issuer Default Rating	A		
12) Senior Unsecured Debt	A		
13) Short Term	F1		

Australia 61 2 9777 8600 Brazil 5511 3048 4500 Europe 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 852 2977 6000  
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Exhibit C-9  
Merger Information

Strategic Energy, LLC has undergone a change in corporate ownership. The former corporate parent of Strategic Energy, LLC, as should be reflected in PUCO files, was Great Plains Energy, Inc. of Kansas City, MO. The new corporate owner of Strategic Energy is Direct Energy Services, LLC, an indirect wholly owned subsidiary of Centrica plc.

Regulatory approvals from FTC and FERC for this transaction were issued on May 2, 2008 and May 13, 2008, respectively. Approval from CFIUS was issued on May 28, 2008, and the transaction closed on June 2, 2008.