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September 30, 2004

Ms. Renee Jenkins
Secretary
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215

Re: Case No. 02-1829-GA-CRS
Direct Energy Services, LLC
Supplemental Exhibit C-6 - Redacted Version

PUCO

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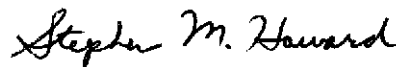
RECEIVED-REGISTRATION DIV

Dear Ms. Jenkins:

Pursuant to the Attorney Examiner's September 7, 2004 Entry, I am filing a redacted version of Supplemental Exhibit C-6 "Credit Rating" offered in support of Direct Energy's Renewal Certificate Application in the above case. An unredacted version of Exhibit C-6 was submitted under seal on August 10, 2004. I apologize for the delay in filing this exhibit.

Thank you in advance for your cooperation.

Sincerely yours,



Stephen M. Howard

SMH/mlk
Enclosures
cc: Attorney Examiner John Shailer

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Direct Energy Services, LLC
Case No. 02-1829-GA-CRS

SUPPLEMENTAL EXHIBIT C-6 "CREDIT RATING"

SUPPORT AGREEMENT

This Support Agreement is made as of August 6, 2004 by and between _____, a company incorporated _____ ("Parent"), and _____, a Delaware limited liability company ("Subsidiary").

WHEREAS:

- (A) Parent is the indirect owner of 100% of the outstanding common stock of Subsidiary; and
- (B) Parent and Subsidiary desire to take certain actions to enhance and maintain the financial condition of Subsidiary.

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

1. Execution and Delivery of this Agreement

Each of Parent and Subsidiary represents that the execution and delivery of this Support Agreement has been duly authorised by it and this Support Agreement will constitute its legal, valid and binding obligation in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganisation and other laws of general applicability relating to or affecting creditors' rights and to general principles of equity.

2. Stock Ownership

Parent is the indirect owner of 100% of the common stock of Subsidiary.

3. Liquidity Provision

If, during the term of this Support Agreement, Subsidiary is unable to make timely payment of any obligations of Subsidiary, Parent, promptly upon notice from Subsidiary, shall provide to Subsidiary up to an aggregate of US\$ _____ in the form of cash or liquid assets.

4. Notices

Any notice, instruction, request, consent, demand or other communication required or contemplated by this Support Agreement shall be in writing, shall be given or made or communicated by United States first class mail, facsimile transmission or hand delivery, addressed as follows:

If to Parent:

If to Subsidiary:

5. **Successors**

This Support Agreement shall be binding upon the parties hereto and their respective successors and assigns.

6. **Obligations of Parent**

This Support Agreement is not, and nothing herein contained, and nothing done pursuant hereto by Parent shall constitute or shall be construed or deemed to constitute an evidence of indebtedness, or any obligation or liability, of Parent as guarantor, endorser, surety or otherwise in respect of any securities of Subsidiary of any subsidiary of Subsidiary.

7. **Governing Law**

This Support Agreement shall be governed by and construed in accordance with the laws of the State of New York.

8. **Remedies**

The parties to this Support Agreement acknowledge and agree that breach of any of the covenants of Parent set forth herein may not be compensable by payment of money damages and, therefore, that the covenants of Parent set forth herein may be enforced in equity by a decree requiring specific performance. Such remedies shall be cumulative and non-exclusive and shall be in addition to any other rights and remedies Subsidiary may have under this Support Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands as of the day and year first above written.

By:
Director

By: ...
Company Secretary

By: ~~Authorised~~ Signatory