Direct Energy – Direct Choice Program

MARKETING AGREEMENT

This Marketing Agreement (the “Agreement”) is entered into as of July 13, 2010 (the “Effective Date”), by and between Direct Energy Services LLC, a Delaware limited liability company (“Direct Energy”), and the Town of Coventry (the “Community”). Direct Energy and the Community are at times referred to individually as “Party” or collectively as the “Parties.”

RECITALS:

WHEREAS, Direct Energy is licensed by the State of Connecticut, Department of Public Utility Control, to provide retail electric generation service to end-use customers in Connecticut using transmission or distribution facilities and services provided by an electric distribution company (“Retail Electric Services”) to Community residents, small businesses, and other consumers (“Consumers”) entitled to participate in the Buying Group, Town of Coventry Direct Choice Program (“Program”).

WHEREAS, Direct Energy also offers Consumers products and services related to the provision of Services;

WHEREAS, Direct Energy intends, from time-to-time at its discretion, to offer Consumers fixed and/or variable price plans for Retail Electric Services, and related products and services (collectively with Retail Electric Services, the “Energy Services”), and to enter into individual transactions directly with Consumers for such Energy Services;

WHEREAS, the Community seeks to facilitate retail choice by Consumers of Energy Services;

WHEREAS, upon execution of this Agreement the Community will be authorized to recommend publicly Direct Energy and the Energy Services it offers; and

WHEREAS, Direct Energy and the Community desire to cooperate with each other to market the Energy Services to Consumers within the Community and within Connecticut Light & Power Company’s Connecticut utility service territory.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree as follows:

Article 1
Interpretation

1.1 Definitions. The following terms shall have the meanings ascribed to them below:
“Affiliate” means any person, any entity controlled, directly or indirectly, by such person, any entity that controls, directly or indirectly, such person, or any entity directly or indirectly under common control with such person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person. With respect to the Community, the term Affiliate shall include but not be limited to any political subdivision of the Community, or an instrumentality agency or department of the Community.

“Agreement” means this Agreement together with any recitals hereto and any attached exhibits and schedules as the same may be amended, restated, supplemented, replaced or otherwise modified from time-to-time.

“Local Utility” means Connecticut Light & Power Company, i.e., the electric distribution utility providing electric transmission and distribution services to the Consumers.

"Local Utility Charges" means all fees, taxes and any other charges for electric service imposed by the Local Utility, or any other federal, state or local governmental authority or other entity, at anytime from time-to-time, with the sole exception of the electric generation service charge (i.e., the charge for Retail Electric Services) and the by-passable federally-mandated congestion charge.

“Offer Period” means the period(s) of time during which an offer of Direct Energy’s Energy Services remains open to Community residents, which periods shall be determined from time-to-time solely by Direct Energy in its discretion.

"Electricity Price" means, for any and all Offer Periods which occur from July 2010 through the July 2011 billing cycle, the rate of $0.0929 per kWh for Retail Electric Services, plus all applicable taxes, fees and all Local Utility Charges, unless the Consumer qualifies for a senior citizen discount, in which case the rate of $0.0899 per kWh for Retail Electric Services, plus all applicable taxes, fees and all Local Utility Charges.

“DPUC” means the State of Connecticut, Department of Public Utility Control.

“Representative” means a Party, any Affiliate, or any shareholder, officer, director, employee, agent, attorney, or advisor of the Party or its Affiliate. Each Party agrees to take reasonable steps to keep the other Party informed of the identity and contact information for each of its Representatives including, but not limited to, the Representative(s) designated to participate in a teleconference.

“Term” has the meaning specified in Section 2.4 of this Agreement.

Article 2
Offers, Recommendation and Marketing Provisions

2.1 Energy Services Offered to Consumers.
(a) During the limited Offer Period(s), as established by Direct Energy’s sole discretion, Direct Energy shall offer Consumers the Energy Services at the Electricity Price, and other terms and conditions established solely by Direct Energy from time-to-time in its discretion. Subsequent offers of Energy Services may be made during the term of this Agreement upon mutual agreement of the Parties.

(b) Direct Energy shall contract for Energy Services directly with Consumers who, upon final acceptance to receive such Energy Services as provided in the Customer Contract, shall be considered Direct Energy “Customers.” The Community expressly acknowledges that by this Agreement it does not intend to create, nor is it creating, a governmental aggregation program of any kind.

2.2 Exclusive Recommendation of Direct Energy to Provide Energy Services.

(a) During the Term of this Agreement, the Community agrees to recommend Direct Energy exclusively to provide Consumers the Energy Services which are the subject of this Agreement.

(b) The Community further agrees that the Town Manager or the Town Council will not recommend the Energy Services of another provider thereof during the Term of this Agreement. However, during the Term of this Agreement, the Community may enter into an agreement with another provider to recommend its Energy Services for time periods which start after the Term of this Agreement; provided, that no public announcement or other dissemination of such transaction shall be made by Community or any other party before the fifteenth (15) day prior to expiration of the Term.

2.3 Commitment and Use of Resources.

(a) The Community and Direct Energy shall cooperate in disseminating information to all Consumers concerning Direct Energy’s Energy Services and the Community’s recommendation of Direct Energy and its Energy Services. All advertising and promotional materials related thereto shall be prepared and distributed at Direct Energy’s cost and expense.

(b) Upon mutual agreement, the Parties may utilize Community resources including, but not limited to, Community mailings and other communications, for advertising, promotion and consumer communications of the Community’s recommendation of Direct Energy as the Community’s preferred supplier of Energy Services. The Community may provide to Direct Energy without charge, and shall not unreasonably limit the use of, the Community’s name, logo, trademark, mark or other similar commonly identifiable symbol in any advertising and consumer communications made in furtherance of this Agreement.

(c) For Direct Energy’s Retail Electric Services, Direct Energy will develop and implement, at its own cost and expense, the enrollment materials and the enrollment process for individual Consumer enrollments. The enrollment materials will encourage Consumers to contract for the Retail Electric Services either by telephone, through...
contacting a Direct Energy customer service representative, by the Internet, and/or by some other channel as agreed to by the Parties from time-to-time.

(d) Direct Energy shall not be required to send out any communication regarding the termination of this Agreement or the recommendation by the Community of another Energy Services provider. Direct Energy shall retain full ability to market directly to its Customers (whether obtained as contemplated under this Agreement or otherwise) and enroll other Consumers within the Community’s geographic boundaries for Retail Electric Services consistent with DPUC rules. Direct Energy shall not in any way be limited in its marketing and enrollment activities for Retail Electric Services as a result of this Agreement. Direct Energy may make a new offer to its Customers prior to the end of the Term of this Agreement in any manner not inconsistent with provisions of the customer agreement Direct Energy has with each Customer and applicable DPUC rules, including do-not-call requirements and any renewal rules information about the market or services under this Agreement (i.e., a price correction).

(e) The Parties agree to joint review and approval prior to issuance of all marketing, promotional and other public communications (including, without limitation, media press releases, "Public Communications") regarding the Program, the Retail Electric Services, the retail electric market, electricity prices or this Agreement. Except as otherwise provided by law, neither the Community nor any agent of the Community shall release information regarding this Agreement in a Public Communication (including, without limitation, a media press release) without the advance written approval of Direct Energy. Approval of Public Communications by either Party will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the review and approval of the other Party, issue one or more Public Communications in order to prevent or attempt to control material damage to its reputation in the market or to correct previously communicated Public Communications.

(f) Parties agree to market the Energy Services to Consumers within the Community and within the Local Utility’s service territory in accordance with the marketing plan set forth in Exhibit A, incorporated herein by reference.

2.4 Term. The Term of this Agreement shall commence on the Effective Date and be effective for two (2) years after the Effective Date, unless earlier terminated by the mutual written consent of both Parties or pursuant to Sections 4.1(b) or 7.2 of this Agreement. This Agreement may be extended for consecutive one-year terms upon the mutual agreement of the Parties through execution of a written agreement or amendment to this Agreement.

2.5 Customer Enrollment Report. The Community may, at expiration of the Term, request that Direct Energy provide the Community with the number of Consumers who entered into contracts for the Retail Electric Services, and Direct Energy will comply with any such request within a reasonable period of time.

2.6 Civic Contribution.

(a) On July 12, 2011, Direct Energy shall review its database(s) listing Direct Energy Customers acquired pursuant to this Agreement. For each such Customer listed as being on-flow
with Direct Energy as of that date, Direct Energy shall make a one-time payment to the Community of $0.002 per kWh of usage by Customers in the Program, with the understanding that the Community and Direct Energy will mutually agree on the specific use of the funds paid under this Section toward a specific municipal project ("Civic Contribution"); provided, however, that, for Direct Energy to be obligated to pay the Civic Contribution to the Community, the Community must, by January 1, 2011, advise Direct Energy in writing of its recommendation of the specific purpose for which the Civic Contributions will be used. Direct Energy shall pay to the Community the one-time Civic Contribution, if any, no later than September 30, 2011.

(b) On July 12, 2012, Direct Energy shall again review its database(s) listing Direct Energy Customers acquired from July 12, 2011 through July 12, 2012 pursuant to this Agreement. As of that date, for each such Customer listed as being on-flow with Direct Energy from July 12, 2011 through July 12, 2012, Direct Energy shall make a one-time payment if any, to the Community, toward the Civic Contribution no later than September 30, 2012, of $0.002 per kWh of usage by residents participating in the Program.

2.7 Consultation with Community. Changes to the Electricity Price that will take effect on or after the July 2011 billing cycle shall be preceded by consultation between Direct Energy and the Community. Should the proposed change in the Electricity Price result in the Electricity Price being greater than or equal to the applicable standard service price offered by the Local Utility on the effective date of the proposed price change, the Community may request that Direct Energy suspend marketing, advertising or other promotional activities pursuant to this Agreement until such time as Direct Energy demonstrates that the Electricity Price is, or will be, following a subsequent change in the Electricity Price or the standard service price, lower than the applicable standard service price. During any such period during which marketing, advertising or other promotional activities are suspended at the request of the Community, the effect of Section 2.2 above shall also be suspended.

Article 3
Indemnity; Liability

3.1 Direct Energy Indemnification. Direct Energy shall protect, defend, indemnify and hold harmless Community and its employees (each a "Community Indemnitee", or collectively, the "Community Indemnities") from and against any material Claims that may be suffered or incurred by or asserted against any of the Community Indemnitees as a result of: (a) any material misrepresentations, or alleged illegal or fraudulent marketing practices, by Direct Energy; (b) any material regulatory actions, complaints or alleged material violation of Laws by Direct Energy, except to the extent any event set forth in any of subsections (a) or (b) resulted from, or is caused by, the sole, joint, concurrent, contributing or comparative negligence or fault of the Community or any Community Indemnitee, and/or (c) a breach by Direct Energy of any material term of a sales agreement between any Consumer within the Community and Direct Energy.

3.2 Defense of Claims. If a third party claim is made or threatened against Community in respect of a Claim for which Direct Energy owes an indemnity obligation pursuant to Section 3.1, and if Community intends to seek indemnity with respect thereto, Community shall notify
Direct Energy of such claim. The failure by Community to give such notice will not relieve Direct Energy of its obligations under Section 3.1, except to the extent that such failure materially prejudices the ability of Direct Energy to defend such Claim. Direct Energy shall have, at Community’s option, the obligation to assume at its sole expense the defense of such Claims; provided that Community shall have the right to participate in such defense with counsel of its choosing at Community’s expense, and Direct Energy shall not be permitted to settle any such claim in a manner that creates obligations on the Community without the written approval of Community. Direct Energy shall not consent to the entry of any judgment that does not include as an unconditional term thereof the requirement that the claimant deliver to Community a signed release of Community from all liability in respect of the relevant claim.

3.3 Liability for Fees. Neither Party shall be entitled to any fees from the other Party for any services rendered under this Agreement, and neither Party shall be required to incur any expenses or costs related to this Agreement except as expressly provided in this Agreement.

3.4 Limitation of Liability. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER PARTY, NOR ITS RESPECTIVE REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION, UNDER ANY THEORY OF RECOVERY, FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE OR THE LOSS OF USE OF EITHER, COSTS OF REPLACEMENT ENERGY SERVICES OR OF CAPITAL, OR CLAIMS OF CUSTOMERS OF THE OTHER PARTY RELATING TO LOSS OF ANY ENERGY SERVICES TO ANY CONSUMER. THE PROVISIONS OF THIS SECTION 3.4 SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT.

Article 4
Contingencies and Force Majeure

4.1 Contingencies.

(a) Regulatory Events. The following events constitute a “Regulatory Event” hereunder:

(i) Illegality. Due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.

(ii) Adverse Government Action. (A) Any regulatory agency or court having jurisdiction over the Agreement requires a material change in the terms of this Agreement that adversely and materially affects a Party, or (B) regulatory or court action that adversely and materially impacts a Party’s ability to perform or otherwise provide the Energy Services.
(iii) **Adverse Governing Organization Action.** Any action by the governing body of a Party that adversely and materially impacts a Party’s ability to perform or otherwise provide the Energy Services.

(iv) **New Taxes or Fees.** Any ad valorem, property, occupation, severance, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, transaction or other governmental charge, license, fee or assessment (other than such charges based on net income or net worth), or increase in such charges, or application of such charges to a new or different class of parties, enacted and effective after the Effective Date of this Agreement.

(b) **Notice, Negotiation and Early Termination.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that a Regulatory Event has occurred. Within sixty (60) days, or such other period as the Parties may agree in writing, the Parties will enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to the Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon thirty (30) days prior written notice, to terminate and close out its obligations under the Agreement pursuant to the terms of Section 7.2. Such early termination shall not absolve either Party from performing its obligations for services already rendered.

(c) **Action by Community.** During the term of this Agreement, the Community shall not seek to implement or implement any changes to its laws, rules, regulations, ordinances or otherwise that would constitute a Regulatory Event under this Agreement, and shall take all reasonable steps to ensure that any changes to laws, rules, regulations, ordinances or otherwise sought or implemented by the Community during the term of this Agreement do not have an adverse impact on the terms of this Agreement or either Party’s ability to perform or otherwise provide the Energy Services.

4.2 **Force Majeure.**

(a) “Force Majeure” means an event that (a) is not within the reasonable control of the Party relying thereon and (b) could not reasonably have been prevented or avoided by such Party through the exercise of due diligence. Subject to the foregoing, Force Majeure includes, without limitation, acts of God, floods, earthquakes, storms, fire, other natural catastrophes, explosions, wars, civil disturbances or disobedience, strikes, actions or restraints by court order, governmental authority or arbitration award (so long as the claiming Party has not sought and has opposed, to the extent reasonable, such actions or restraints). In no event shall a Regulatory Event sought or implemented by the Community serve as the basis for a declaration of an event of Force Majeure by the Community.

(b) In the event Force Majeure renders any Party unable, wholly or in part, to carry out its obligations under this Agreement, such Party (the “Claiming Party”) shall be temporarily relieved of its obligations under this Agreement to the extent to which, and only for the time in
which, it is adversely affected by such Force Majeure; provided however, that the Claiming Party
must give written notice with full particulars of the event of Force Majeure within three (3)
business days after becoming aware of the claimed event of Force Majeure. The Party receiving
such notice of Force Majeure shall have until the end of the second (2nd) business day following
such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of
Force Majeure.

(c) A Party affected by an event of Force Majeure shall use due diligence to fulfill its
obligations under this Agreement and to remove any disability caused by such event at the
earliest practicable time. Nothing contained in this Section 4.2 shall be construed as requiring a
Party to settle any strike or labor dispute in which it may be involved or make a capital
expenditure to cure an event of Force Majeure.

Article 5
Representations and Warranties

5.1 Mutual Representations and Warranties. Each Party represents and warrants to the other
Party, as of the date of this Agreement, that:

(a) It is duly organized and validly existing under the laws of the jurisdiction of its
organization or incorporation and, if relevant under such laws, in good standing;

(b) It has the corporate, governmental and/or other legal capacity, authority and power
to execute, deliver and enter into this Agreement and any other related documents, and perform
its obligations under this Agreement, and has taken all necessary actions and made all necessary
determinations and findings to authorize such execution, delivery and performance; and

(c) The execution, delivery and performance of this Agreement (excluding Section
2.6 which is covered in Section 5.2(d) below) do not violate or conflict with any law applicable
to it, any provision of its constitutional documents, any order or judgment of any court or other
agency of government applicable to it or any of its assets or any contractual restriction binding on
or affecting it or any of its assets.

5.2 Additional Representations of the Community. The Community hereby further represents
to Direct Energy, as of the date of this Agreement, that:

(a) The Community’s execution and delivery of this Agreement, and its performance
of its obligations hereunder, are in furtherance, and not in violation, of the municipal purposes
for which the Community is organized pursuant to its authorizing statutes and regulations;

(b) This Agreement does not constitute any kind of investment by the Community
that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent
or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge,
or ruling to which the Community (or any of its officials in their respective capacities as such) or
its property is subject;
(c) The Community has not and will not represent to Consumers that the Retail Electric Services will result in monthly or annual savings when compared to the Local Utility standard service, it being expressly understood that while the Electricity Price offered by Direct Energy may be less than such Local Utility price as of the date of this Agreement, there is no assurance that they will remain so in the future;

(d) Payment of the community contribution set forth in Section 2.6 hereof does not violate or conflict with any law applicable to either party, any provision of the Community's constitutional documents, any order or judgment of any court or other agency of government applicable to the Community party; and

(e) This Agreement, the Community's execution of this Agreement and the actions undertaken by the Community pursuant to this Agreement, including but not limited to its recommendation of Direct Energy and its Energy Services, do not and will not violate any agreement the Community may have or enter into with a regional council of governments and/or said council of government's agreement with a retail electric supplier, or any provision of an electric service program in which the Community does or will participate.

Article 6
Confidentiality

6.1 Confidential Information. "Confidential Information" means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") regarding itself, its business, sales, the business of its subsidiaries, and the Program, deemed and clearly marked or indicated by the Disclosing Party to be "confidential". Confidential Information does not include information: (a) in the public domain at the time of disclosure; (b) which after disclosure passes into the public domain, except by a wrongful act of the Recipient; (c) disclosed to the Recipient by a third party not under an obligation of confidentiality; (d) already in the Recipient's possession prior to disclosure by the Disclosing Party; or (e) a document which is by law a public record subject to public disclosure.

6.2 Obligation of Confidentiality. Except as provided in Section 6.3 of this Agreement, and subject to Section 7.2 of this Agreement, each Party agrees, for itself and its Representatives, to keep confidential all Confidential Information as defined in this Agreement provided hereunder and to use the Confidential Information solely for purposes related to the Direct Energy Program.

6.3 Disclosure. In the event that the Recipient or its representatives are required or reasonably believe they are required to make disclosures of Confidential Information or become legally compelled to disclose any Confidential Information, the Recipient shall provide the Disclosing Party with timely notice so that procedures may be developed to limit the disclosure to the greatest extent possible or so that the Disclosing Party may seek a protective or other order to limit disclosure. The Recipient shall furnish only that portion of the Confidential Information that is required to be disclosed and shall do so only upon the advice of the Recipient's legal counsel.

6.4 No Representation as to Accuracy. Neither Party makes any representation as to the
accuracy or completeness of the Confidential Information, but shall make reasonable efforts to ensure that all Confidential Information disclosed to Recipient is accurate and not misleading at the time of disclosure. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information.

6.5 Survival of Confidentiality Following Termination. The confidentiality provisions set forth in this Article 6 and the obligations relating thereto, including but not limited to non-disclosure obligations and the duty to return Confidential Information, shall survive termination of this Agreement for a period of two (2) years thereafter.

Article 7
Assignment and Default

7.1 Assignment. This Agreement shall not be assignable by Direct Energy to a third party without the approval of the Community; provided, however, that Direct Energy or its successor in interest may assign this Agreement, without the consent of the Community, to an Affiliate or any other company which shall succeed it by purchase, merger, consolidation, or other transfer of substantially all of Direct Energy’s assets or Direct Energy’s business.

7.2 Default. If either Party fails to comply with any of the material terms or conditions of this Agreement and such failure is not excused as Force Majeure, such Party shall be in default. If such default continues for a period of thirty (30) days after written notice thereof is given by the non-defaulting Party, then the non-defaulting Party may, at its option, terminate this Agreement at any time after expiration of such thirty (30) day period, without prejudice to any rights and remedies of the non-defaulting Party.

Article 8
Miscellaneous

8.1 Entire Agreement. This Agreement (including any exhibits, schedules and attachments hereto) constitutes the entire agreement between the Parties with respect to the matters set forth in this Agreement and may be changed only by written agreement executed after the date hereof by the Parties.

8.2 Expenses. Expenses of any nature incurred by either Party shall be for its own account, and neither Party shall have any right of reimbursement from the other Party unless the Parties have otherwise specifically agreed in writing.

8.3 Amendments. All additions or modification to this Agreement must be made in writing and must be signed by both Parties before they shall become effective.

8.4 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut without regard to principles of conflict of laws. Both Parties agree to be subject to the jurisdiction of Connecticut courts and waive any right to trial by jury in any action arising hereunder.

8.5 No Waiver. No failure or delay on the part of either Party in exercising any right, power
or privilege under this Agreement shall be construed as a waiver or relinquishment of such requirements, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Any waiver of the requirements and provisions of this Agreement shall be in writing.

8.6 **Relationship of Parties.** This Agreement does not create or establish a joint venture, partnership, fiduciary relationship, advisory relationship or any other type of business organization between the Parties and neither Party shall make any representation to the contrary to any third party.

8.7 **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.

8.8 **No Other Fees.** The Parties are aware of no other fees or expenses payable in connection with this Agreement.

**Article 9**  
**Notices**

All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and delivered:

If to Direct Energy, to:

Direct Energy Services, LLC  
12 Greenway Plaza, Suite 600  
Houston, TX 77046  
Attn: Vice President - US North  
Direct Energy Residential

With a Copy to:

Direct Energy Services, LLC  
12 Greenway Plaza, Suite 600  
Houston, TX 77046  
Attn: Principal Legal Counsel  
Direct Energy Residential
If to the Town of Coventry to:

Town of Coventry
12 Main Street
Coventry, CT 06238
Attn: John Elsesser, Town Manager

With a Copy to:

Duncan J. Forsyth, Esq.
Halloran & Sage, LLP
225 Asylum Street
Hartford, CT 06103

Notices hereunder shall be deemed properly served (a) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (b) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; or (c) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Any Party may change its address and contact person for the purposes of this Article 9 by giving notice thereof in the manner required herein.

Execution of Marketing Agreement

By their respective signatures below, the Parties hereby acknowledge their agreement to this Marketing Agreement, which may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted by facsimile are acceptable and binding hereto.

Town of Coventry, Connecticut
a Connecticut Municipal Corporation

By:  
Name:  
Title:  

Direct Energy Services, LLC,
a Delaware limited liability company

By:  
Name:  
Title:  
Exhibit A

Marketing Plan

The marketing/sales campaign for each electricity product sold to Consumers within the Community will have a time frame of approximately sixty (60) days. At the end of that period, the marketing/sales campaign will cease unless the parties mutually agree otherwise. There will be no more than one electricity product available within the Community at any given time. The initial electricity product will have a fixed price and the term of Direct Energy's service will end during the July 2011 billing cycle. The Offering Period for this product will be closed as of March 1, 2011 in order for Consumers to receive at least ninety (90) days of service at this fixed price. A similar closure will apply to any electricity product sold during the second year that has a fixed "month-year" term.

The marketing/sales campaign for each electricity product will have the following operational activities:

1. Community will supply to Direct Energy the Consumer mailing list to be used under this Agreement reasonable time frame. In the event Community is unable to provide Direct Energy the Consumer mailing list, Direct Energy shall obtain the list from the Local Utility.

2. Direct Energy shall provide Community with Public Communications and an updated Consumer mailing list for Community’s approval at least fourteen (14) days prior to their mailing date.

3. Direct Energy shall coordinate with the Community on the release of all Public Communications at least two (2) days prior to their release. Up to two (2) Public Communications will be made by Direct Energy.

4. A Direct Energy representative shall attend up to two (2) energy forums or town hall meetings hosted by Community. Community shall provide Direct Energy with at least fourteen (14) days notice prior to such forums or meetings being held to allow for travel arrangements.

5. In the event a newly enrolled Consumer is to receive a package of Compact Fluorescent Light Bulbs ("CFLs"), Direct Energy shall be responsible for delivery of the CFLs to Consumers.

6. Direct Energy shall provide Community with the status of Consumer enrollments for the first three (3) weeks following the date of the initial mailings of the Public Communications.

7. If Direct Energy determines to make multiple Public Communications during the Term of the Agreement, Direct Energy will do so in accordance with the provisions of this Exhibit A.

8. Throughout the Term of the Agreement, Direct Energy shall provide Community with ongoing energy related consultations to assist Community with general energy matters.

Finally, Direct Energy may contact Consumers with letters, agreements and telephone calls as part of its normal customer "life-cycle" activities. This may occur within or outside of the sixty (60) day marketing campaign period.

No other marketing/sales activities shall be required or undertaken by either party, unless agreed upon by the parties. Capitalized terms set forth herein shall have the meanings ascribed to them in the Agreement, unless otherwise defined herein.