PAYMENT REMITTANCE AGREEMENT

 This Payment Remittance Agreement (this “Agreement”) is entered into as of the date last set forth below by ENGIE Resources LLC (f/k/a GDF SUEZ ENERGY RESOURCES NA, INC. (“ENGIE”), and [Broker Name] (“Broker”). ENGIE and Broker are sometimes collectively referred to in this Agreement as the “Parties” and are sometimes individually referred to in this Agreement as a “Party”.

# RECITALS

 WHEREAS, ENGIE and its affiliate Think Energy are engaged in the business of providing retail electric service and related energy services products to retail electric consumers (“Customers”) located within the regions and/or markets where ENGIE is licensed to provide such services; and

 WHEREAS, from time to time, ENGIE and Think Energy may enter into such agreements and arrangements pursuant to which ENGIE or Think Energy may undertake obligations to supply energy, capacity, ancillary services or scheduling services (the “Products”) to such Customers; and

 WHEREAS, Broker has a representation relationship with potential Customers (each a “Broker Client”) which are interested in receiving a bid from ENGIE or Think Energy to sell one or more Products; and

 WHEREAS, ENGIE and the Broker wish to set forth certain understandings regarding the remittance service ENGIE will provide to Broker and the Broker Client in the event ENGIE or Think Energy wins the competitive bidding and executes a definitive electricity sales agreement (a “Customer Agreement”) with such Broker Client.

 NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Throughout the term hereof, Broker may deliver the identity of a Broker Client to ENGIE with which Broker has an arrangement in place to represent such Broker Client in energy services procurement. Broker shall provide information requested by ENGIE relating to the Broker Client. Following receipt of such information, ENGIE may provide Broker with a draft Customer Agreement and a bid to sell Products to the Broker Client. In the event any negotiations are required between a Broker Client and ENGIE regarding a Customer Agreement, ENGIE shall conduct such negotiations directly with the Customer in conjunction with the Broker. Broker acknowledges that ENGIE may also from time to time make contact with Customer outside the presence of Broker during the term of an applicable Customer Agreement. If Think Energy and Broker Client execute a Customer Agreement, ENGIE will remain obligated under this Agreement to remit Broker Fees as if ENGIE had executed such Customer Agreement itself.

2. ENGIE agrees to facilitate Customer’s payment to Broker of the fee agreed to be paid by Customer to Broker for the Broker’s services (the “Broker Fee”). Such a Broker Fee shall be remitted by ENGIE to Broker if a Broker Client and ENGIE execute a Customer Agreement, so long as Broker has a current arrangement with the potential Customer and the Customer pays the Broker Fee. All remittances made by ENGIE shall be made by check or wire transfer (at ENGIE’s election) to an account specified by Broker. Broker shall provide account information required for wire transfer and payment advice for payment by check to ENGIE within ten (10) Business Days of the effective date of this Agreement. The Broker Fee paid by the Customer will be remitted pursuant to the option selected below (Broker, please indicate your selection by initialing **ONLY** **one** of the two payment options) Please note, **if the Annual Up-front Payment Option is selected, a credit score is required**.):

\_\_\_\_\_\_ **Annual Up-front Payment Option**. For Customers having BB- or better credit rating from Standard and Poor’s ratings service or as determined by an internal credit review by ENGIE, the Broker Fee will be remitted in an annual, up-front payment representing the first 12 months of estimated broker fees. The up-front payment will be calculated using the monthly anticipated consumption set forth in Attachment A to the Sales Confirmation if available; otherwise, ENGIE’s consumption forecast shall be used and made available to Broker upon request. In the event the term of the customer transaction is longer than 12 months, broker fees for such additional periods will be paid on an annual, up-front basis in the first month of the following contract year. There will be no true-up for any differences between actual and anticipated consumption. All annual, up-front payments will be discounted by 5%. ENGIE retains the right to determine which Customer transactions will be eligible for up-front payments, as well as the right to suspend or terminate the up-front payment process at any time. Transactions that are not eligible for annual up-front payments, will be paid in accordance with the Monthly Payment Option. Broker will be paid within thirty (30) days of execution of the ENGIE customer transaction, but no earlier than six (6) months prior to a customer contract start date (e.g. if Customer signs a contract on 1/2013 for service starting 10/2013, Broker will not be eligible for up-front payment until 4/2013). Up-front remittances are subject to claw-back in the event of a Customer non-payment or default. Any such claw-back amounts may be deducted from future remittances. ENGIE will provide notice that explains the basis for any claw-back.

\_\_\_\_\_\_ **Monthly Payment Option**. The Broker Fee will be remitted in monthly installments equal to an amount as specified in a confirmation letter (the “Monthly Payment”). ENGIE shall remit the sum of the Monthly Payments pursuant to each executed Customer Agreement on the twenty-fifth day of each month (“Payment Deadline”). In the event the twenty-fifth day of the month is not a Business Day, ENGIE shall forward the Monthly Payment due on the next following Business Day. For purposes of this Agreement, “Business Day” shall mean any day on which federally chartered banks in Houston, Texas are open for business. If Customer fails to pay one or more accounts on time, ENGIE may withhold the portion of the Broker Fee that corresponds to the overdue account. If Customer makes full payment on the overdue account, ENGIE will remit the portion of the Broker Fee associated with the overdue account in ENGIE’s next Monthly Payment to Broker.

3. The term of this Agreement (the “Term”) shall commence on the effective date of this Agreement and shall remain in effect until terminated by either Party on sixty days’ prior written notice, provided, however, that such termination shall not affect or excuse the performance of either Party so long as any Customer Agreements remain in effect. If at any time following the execution of a Customer Agreement, there exists an event of default, change in law, regulatory action, judicial action or any other event or circumstance that would give rise to, or require termination of the Customer Agreement by ENGIE or the applicable Customer, then ENGIE’s obligation to facilitate the payment of the Broker Fee arising from the terminated Customer Agreement also shall terminate and ENGIE shall be released from any and all subsequent payment obligations to Broker relating to the terminated Customer Agreement.

4. The receipt of any information from Broker pursuant to Section 1 above shall in no way obligate ENGIE to offer a bid to sell electricity or to enter into any Customer Agreement. The decision as to whether to proceed with any transaction with Customer is at the sole discretion of ENGIE. If ENGIE elects not to offer Products to the Customer or if ENGIE elects at any point following receipt of the information from Broker described in Section 1, to terminate negotiations or discussion with Customer, ENGIE shall not have any liability to Broker whatsoever as it relates to the applicable identified Customer. Further, notwithstanding anything to the contrary in this Agreement, if Broker indicates to ENGIE that Broker has a relationship with a potential Customer, and another broker also claims to have a relationship with that same potential Customer, then (a) ENGIE shall have the right to contact such potential Customer directly to have the potential Customer designate the appropriate party through whom ENGIE is to provide pricing; (b) if the Customer fails to designate an appropriate party, ENGIE shall be entitled to select the appropriate party through whom ENGIE will provide pricing; and (c) unless Broker has been so designated by the potential Customer or selected by ENGIE, ENGIE shall have no obligations hereunder to Broker in connection with such Customer.

5. If either Party fails in the performance of its obligations under this Agreement at any time during the Term, then the other party (the “Non-Defaulting Party”) shall provide notice of such failure to perform to the defaulting Party (the “Defaulting Party”). Following receipt of such notice, the Defaulting Party shall have ten (10) Business Days to cure the event of default described in the notice. If such event of default is not cured within ten (10) Business Days following the Defaulting Party’s receipt of notice, then the Non-Defaulting Party may terminate this Agreement and pursue such other remedies as may be available to the Non-Defaulting Party at law or in equity (but subject to the limitations provisions set forth below).

6. Broker represents and warrants that, during the Term of this Agreement, Broker shall have and shall maintain in effect all governmental authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement and that it will act at all times in conformity with all applicable federal, state and local laws, including, but not limited to, any and all fiduciary duties and disclosure requirements regarding fees received by Broker in conjunction with the services provided to its clients. Broker and ENGIE each covenant, as applicable, throughout the term of this Agreement: (a) to comply with applicable local regulatory body guidelines and rules, including those relating to disclosure, marketing, customer protection and the filing of regular reports on customer complaints; (b) when a Customer engages Broker, Broker will disclose to Customer that the fee Customer is paying for Broker’s service is included in the price it will pay for electricity; (c) to behave honestly, with integrity, and to each conduct itself in the spirit of fairness during all interactions with Customers and each other; (d) that Broker will not imply or state, either verbally or in writing that the broker services it provides are without cost to Customer, and ENGIE will not imply or state either verbally or in writing, that the cost of electricity to Broker’s Customer would be less without the involvement of Broker; (e) that Broker will not knowingly provide false or misleading information to a Customer or ENGIE in response to a request for information, and (f) that Broker will share truthfully with Customers all bids from ENGIE and all other bidders that are presented to Broker’s Customers.

7. Each Party shall indemnify, defend and hold the other Party harmless from and against any claims arising from or out of any event, circumstance, act or incident either (i) in breach of any provision herein or (ii) outside of the indemnifying Party’s scope of authority as specified herein.

8. This Agreement shall be governed and construed in accordance with the laws of the State of Texas without application of applicable conflicts of laws.

9. Except as required by Section 6 of this Agreement, neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement, including the fees paid, to a third party (other than to Broker’s Customer upon request from such Customer or to the Party’s or its lenders, counselors or accountants who have agreed to keep such terms confidential) except in order to comply with any applicable law, order, regulation or exchange rule or to obtain transmission, distribution, ancillary or other regulated services; provided, each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. ENGIE’s proprietary information also includes executed and un-executed agreements and pricing information for potential customers. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages and a breach of this section shall not give rise to a right to suspend or terminate this Agreement.

10. Nothing in this Agreement shall create or be construed to create an agency, partnership, employer-employee,\ joint venture or any similar legal relationship between Broker and ENGIE. Neither Party to this Agreement has any right to obligate or bind the other in any manner whatsoever, nor to represent to third parties that it has any right to enter into any binding obligation on the other’s behalf. This Agreement is not exclusive and the Parties each retain the right, at its sole discretion, to acquire the same or similar services from others without any obligation to the other Party.

11. This Agreement represents the full and final agreement between the Parties relating to the subject matter set forth in this Agreement. This Agreement may only be amended by written instrument executed by each of the respective Parties. To the extent that Broker and ENGIE are Parties to an existing sales channel agreement or any other agreement(s) relating to the subject matter hereof, this Agreement supersedes and replaces any and all such agreement(s) as of the effective date of this Agreement.

12. This Agreement shall be binding upon each of the Parties and their respective successors and assigns. Neither Party may assign this Agreement without the express written consent of the other Party which consent shall not be unreasonably withheld.

13. **NEITHER PARTY TO THIS AGREEMENT (NOR THEIR RESPECTIVE PARTNERS, SHAREHOLDERS, EMPLOYEES, OFFICERS OR DIRECTORS) SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR**

EXEMPLARY DAMAGES WITHOUT REGARD TO WHETHER SUCH DAMAGES ARISE IN CONTRACT, IN TORT OR OTHERWISE.

14. This Agreement may be executed in any number of counterparts all of which shall be representative of a single agreement.

Executed to be effective as of the [Day] day of [Month] 20[Year].

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| \_\_\_\_\_\_\_[ ] \_\_\_\_\_\_\_\_\_\_\_ **[BROKER]** | **ENGIE Resources LLC** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Address: 1990 Post Oak Blvd., Suite 1900 |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  Houston, Texas 77056 |
| Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Phone: (713) 636-0000 |
| Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Fax: (713) 636-1013 |