



Owned and Operated By Retailers



2007.01

Utility Billing and Information Services Program Agreement

THIS INFORMATION IS REQUIRED FOR CORRECT PROCESSING AND DISTRIBUTION OF RETEX DIVIDENDS

Please complete and fax to 516-284-6698

Company Name: _____ Retex #: _____

Authorized Dividend/Rebate Recipient Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Company Web Site: _____

E-mail: _____

Number of locations that will be using these services? _____

Your company's annual utilities expenditures? \$ _____

Which EnergySolve Services will be utilized in this agreement? *(check all that apply)*

- UBAR Consolidated Billing Energy Efficiency Measures (EEMS)
- Energy Procurement Smart Metering
- Other: _____

How did you learn about this Retex Program?

- EnergySolve Rep Trade Show National Account Manager
- Direct Mail Retailer Newsletter Article
- www.retex.com Literature Other: _____

Retex
Use Only

Retex Member # _____	NAM _____	Approval _____
Effective Date _____	Date _____	Date _____

EnergySolve Program Agreement

_____ (“Member”) and RETEX Cooperative, Inc. are parties to a Member Agreement dated as of _____, 20____. This EnergySolve Program Agreement and the Individual Member Agreement together comprise a combined agreement between the parties. The terms and conditions of the Individual Member Agreement are hereby incorporated by reference into this EnergySolve Program Agreement. Terms used in this EnergySolve Program Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Individual Member Agreement.

1. PROGRAM DESCRIPTION. For the term of this Individual Member Agreement, Member’s use of the products and services of EnergySolve, LLC shall be governed by the terms and conditions of the Individual Member Agreement, this EnergySolve Program Agreement, the Member’s contract with EnergySolve, and any related agreements between RETEX and EnergySolve.

2. ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO PROGRAM. Subject to the bylaws of RETEX (including but not limited to article 12 thereof): In consideration of Member’s participation in the RETEX/EnergySolve Program and Member’s covenants and agreements hereunder, and as agent of EnergySolve, RETEX shall pay a “Rebate” to Member in an amount of the Commissions (as defined in the related agreement between RETEX and EnergySolve), if any, received by RETEX from EnergySolve that are attributable to Member’s purchase of UBAR, Consolidated Billing and/or Bill Analysis, Energy Efficiency Measures (EEMS), Energy Procurement, and Smart Metering services under the RETEX/EnergySolve Program during the applicable month equal to fifty percent (50%) of the commission received by Retex from EnergySolve. Each such Rebate shall be paid within 30 days after, and subject to, RETEX’s receipt of the corresponding Commission from EnergySolve. EnergySolve is not expected to pay such Commission until receipt of Member’s payment under the corresponding invoice. Member acknowledges and agrees that RETEX’s obligation to pay Refunds hereunder is conditioned upon Member’s compliance with this Agreement and upon RETEX’s receipt of Commissions under the EnergySolve Master Purchase Agreement; and RETEX’s obligation to pay Rebates hereunder is limited to only that portion of any such Commissions that is received by RETEX in respect of Member’s use of EnergySolve services. If any part of such Commissions is not received by RETEX for any reason whatsoever (including but not limited to a breach of the agreement between EnergySolve and RETEX by either party), or if prior to RETEX’s distribution of Rebates hereunder, EnergySolve requests RETEX to withhold and remit back to EnergySolve all or part of its distribution to Members for any reason whatsoever (including but not limited to Member’s failure to pay amounts due EnergySolve),then RETEX shall have no obligation to pay any corresponding Rebate.

3. PROGRAM AGREEMENT EFFECTIVE DATE AND TERM. The Program Agreement Effective Date is _____, 20____, which is the same date as the commencement of the Member’s contract with EnergySolve. The Program Agreement, and Member’s participation in the Program, shall commence on the above-stated Effective Date, and shall continue until (a) terminated by either party on 60 days’ written notice to the other, (b) termination or expiration without renewal or extension of the Member’s contract with EnergySolve, or (c) termination or expiration without renewal or extension of the Master Purchase Agreement between RETEX and EnergySolve, whichever is earliest. Member represents that its contract with EnergySolve is scheduled to expire on _____, 20____, and Member will notify RETEX of any change to that term. The RETEX/EnergySolve Program and related Master Purchase Agreement, discounts, Commissions, distributions and benefits are scheduled to expire on June 30, 2008.

MEMBER COMPANY

RETEX COOPERATIVE, INC.
a California cooperative corporation

a _____ corporation

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date