**ENERGY BROKER AGREEMENT**

The undersigned Client (“Client”) is entering into this Energy Broker Agreement (“Agreement”) with Provident Energy Consulting LLC (“PEC”) through the Upper Perkiomen Valley Chamber of Commerce (UPVCC) Energy Program. PEC has been granted a license by the Pennsylvania Public Utilities Commission as an Energy Generation Supplier (“EGS”) and a Natural Gas Supplier (“NGS”). PEC is not affiliated with any EGS or NGS and, as such, is free to negotiate with licensed EGS or NGS in the Client’s best interest.

Client authorizes PEC and any licensed EGS and/or NGS interested in pricing Client’s accounts to act on Client’s behalf to obtain and compile energy consumption records and billing histories from utility suppliers servicing Client’s various facilities, including the specific accounts listed under separate cover. Client also authorizes PEC to assist in any tariff negotiations with the utility that may be applicable.This Agreement does not authorize PEC to commit the Client to any contractual arrangement with any EGS or NGS, without the Client’s authorization.

Client will refer any utility vendors/consultants who may solicit Client to PEC in its capacity as Client’s exclusive consultant for such matters. Client will not enter into any utility vendor agreements without prior consultation with PEC.

The fees to be paid to PEC ($0.0015/kWh PEC; $0.0005/kWh UPVCC) will be included in the invoices issued to the Client by the selected EGS and/or NGS for remittance to PEC. The energy price presented to the Client prior to contract signing with a recommended EGS and/or NGS will include all supplier costs presented to PEC under the terms of service desired by the Client as well as the PEC fees. PEC has the option of billing the Client directly for such fees. These fees will continue for the duration of any and all contracts that are entered into, extended or renewed from time to time between the Client and any EGS and/or NGS selected with the assistance of PEC.

Client understands and acknowledges that PEC is not a generator, transmitter or distributor of energy, and that PEC assumes no responsibility under this Broker Agreement or otherwise for the provision of energy or energy services or for the performance of the terms of any contract entered into between Client and any generator, transmitter or distributor of energy.

The term of this Agreement shall commence on the date hereof and shall continue until the last day of the calendar year following the calendar year in which this Agreement is executed. This Agreement will automatically be extended for additional twelve (12) month periods. Either party may terminate PEC’s services under this Agreement without cause upon thirty (30) days advance written notice. However, if Client terminates, it is agreed that PEC will continue to be entitled to receive and shall be paid its fees as herein provided, if Client is benefiting in terms of refunds, credits or savings from services rendered or substantially completed by PEC under this Agreement prior to the date of termination.

This signed Agreement incorporates all understandings and agreements between the parties through the UPVCC Energy Program with respect to the subject matter thereof. No verbal or other statements, inducements or representations have been made to or relied upon by Client. The terms and conditions in this Agreement shall not be altered except in writing signed by Client and an authorized officer of PEC.

In Witness Whereof, and intending to be legally bound thereby, the parties have caused this agreement to be signed on the date first above written.

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|  | Address: |  |  |  |  |
|  |  |  |  |  |  |
|  | Phone Number: |  |  |  |  |
|  | Fax Number: |  |  |  |  |
|  | Contact: |  |  |  |  |
|  | Contact Title: |  |  |  |  |
|  | Date of Agreement: |  |  |  |  |
|  | Client Name | |  | Provident Energy Consulting, LLC | |
|  | By: |  |  | By: |  |
|  | Name: |  |  | Name: | Joseph S. Solomon |
|  | Title: |  |  | Title: | President |