SERVICES AGREEMENT

This Services Agreement (this "Agreement") is made as of the last date signed below, by and between Cost Control Associates, Inc and its affiliate, SIB Fixed Cost Reduction Company, LLC (together, "CCA" or the "Company"), and _____ ("Client"). Each of CCA and Client are sometimes referred to herein as a "Party" and together as the "Parties".

Scope of Services. CCA will provide all services as described in Attachments X – XX. Together the services described in the attachments are collectively referred to as "Services". Unless noted as "Optional" all services will commence upon the Effective Date of the Agreement and will continue to be provided until such time as the Agreement is terminated unless otherwise agreed to in writing by the Parties. Optional Services will only commence upon Client's written approval to commence Services and once commenced, will continue to be provided until such time as the Agreement is terminated or until canceled by Client in writing with at least 60 days' notice. CCA and Client agree that during the term of this Agreement that CCA shall be the sole provider of the Services with respect to all of Client's accounts.

1. **Compensation Method.** Client shall compensate CCA using the method described in this section (the "Compensation Method").

SERVICE	FEE
Energy Procurement & Risk Management	$.00___ per kWh (electric) $.____ per Dth (natural gas)

2. **Term and Termination.** The initial term of this Agreement is three (3) years beginning upon the date of this Agreement. After the initial term, this Agreement will automatically renew for successive one-year terms unless canceled in writing by either party at least 60 days prior to the then current term. Such cancellation will be effective on the last day of the current term.

3. **Confidentiality.** Recipient agrees that, for a period ending three (3) years from and after the date of final disclosure hereunder, and, with respect to all Confidential Information constituting Trade Secrets, for so long thereafter as such Confidential Information continues to constitute Trade Secrets, Recipient (i) will not directly or indirectly disclose, to any person or entity, other than its Representatives (as defined below), any of the Confidential Information which was obtained by Recipient; (ii) will not use the Confidential Information for any purpose other than solely in connection with the Transaction; and (iii) will take all actions necessary to protect the Confidential Information against any unauthorized disclosure, publication or use. For purposes hereof, "Trade Secrets" will mean information accorded trade secret protection under applicable law and identified as such by Discloser. For purposes hereof, "Confidential Information" will mean all nonpublic information relating to or arising from Discloser's business, including, without limitation, Trade Secrets, information concerning business operations, organization and management, financial information, business plans and strategies, identities and/or personally identifying information of customers or apartment residents, details of customer relationships, identities of the suppliers, contractors and vendors utilized in Discloser's business, details of supplier, contractor and vendor relationships, pricing, processes, inventions, discoveries, concepts, know-how, ideas, designs and methods, and all other information concerning Discloser's operations. The term "Confidential Information" does not include, however, (i) information which is or becomes generally available to the public, other than as a result of a breach by Recipient or its Representatives of any restriction on disclosure; (ii) information that was within Recipient's or its Representatives' possession on a non-confidential basis prior to its being furnished by Discloser; (iii) information that Recipient or its Representatives received from a third party (x) not in performance of the Transaction, (y) on a non-confidential basis, and (z) who did not acquire or disclose such information by a wrongful

act; or (iv) information independently developed by Recipient or its Representatives without reference to or use of Confidential Information.

4. **Negotiations with Vendors / Suppliers.** Client acknowledges that during CCA's normal course of performing the Services, including direct communication by CCA with Client's third party utility suppliers (including regulated utility suppliers and deregulated energy marketers) (each, a "Vendor / Supplier" and together, the "Vendors / Suppliers"), one or more of the Vendors / Suppliers may reduce Client's cost of Utility Services or may subsequently offer alternatives to any of CCA's recommendations and negotiations, thus reducing Client's cost of Vendor Services. Client agrees that any such reduction in Client's cost of Vendor Services shall be considered Savings and shall be included in amounts calculated for the Compensation Method described in Section 1 hereof, if applicable. Client further agrees that any refunds to which Client is or becomes entitled during CCA's normal course of performing the Services, including because of direct communication by CCA with the Vendors / Suppliers, shall be considered Refunds.

5. **Client Responsibilities.** Client shall have the following responsibilities during the Service Term:

   a) **Management Action.** To the extent reasonably requested by CCA, Client will not withhold or unreasonably delay decisions, approvals, or other information and assistance by or of Client's management in connection with the performance by CCA of its obligations hereunder.

   b) **Authorizations.** Client shall execute and provide a Letter of Authorization and/or a Letter of Exclusivity or such other authorization as may be required by a Utility / Supplier, instructing each of the Utilities / Suppliers reasonably requested by CCA to provide CCA with the necessary information and authority to provide the Services. Client shall thereafter take all action reasonably necessary to maintain the effectiveness of such Letter of Representation or other authorization, as the case may be, during the Term.

   c) **Access to Data:** Client shall ensure that CCA has access to the data necessary to fulfill the terms of this service, such as the on-going savings measurement and validation of refunds, in a timely manner.

   d) **Recommendations:** Client is not obligated to accept any recommendation made by CCA. However, if any recommendations by CCA are accepted by Client or implemented at any time within twenty-four (24) months from the date of such recommendation, then Client will pay CCA the sum specified in Section 1.

   e) **Energy Procurement:** If Client has agreed a portion or whole of this engagement is funded by a supplier adder as specified in Section 1, CCA will perform energy procurement services as the exclusive energy consultant. If for any reason Client does not allow CCA to perform agreed energy procurement services, CCA may add supplemental monthly fees equal to expected supplier adder fees as a remedy.

6. **Limitation on Liability.** Neither party will be liable to the other party for any delay or failure to perform its obligations under this Agreement or to provide its Services if such delay or failure is due in whole or in part to an Act of God or any other cause or condition beyond its reasonable control, including lost mail or vendor billing delays. In the event of any such event, the party subject to such delaying event will provide notice to the other party within five business days and keep the other party informed as to the status of the delaying event.

   CCA's liability to Client under this Agreement or arising as a result of Services performed under this Agreement (whether such liability is based on an indemnification or other contract provision or arises in tort or otherwise at law or in equity) will strictly be limited to an amount not to exceed the aggregate fees paid by Client to CCA under this Agreement during the six months immediately preceding the date on which CCA's liability arose. Notwithstanding any of the foregoing, CCA will remain liable to Client to the extent of: i) any intentional breach of non-disclosure obligations owed to Client hereunder for the

purpose of monetary gain; and ii) CCA's or its subcontractors' misappropriation or other loss, however caused, of funds remitted to CCA or its subcontractors for the purpose of paying bills.

Client's liability to CCA under this Agreement or arising as a result of Services performed under this agreement (whether such liability is based on an indemnification or other contract provision or arises in tort or otherwise at law or in equity) will strictly be limited to an amount not to exceed the aggregate fees paid by Client to CCA under this Agreement during the six months immediately preceding the date on which Client's liability arose.

In no event, however, will CCA or Client be liable to each other under any circumstances for indirect, consequential, or punitive damages.

In the event of errors caused by CCA or its agents, employees, machines, or independent contractors, CCA's responsibility will be limited to the correction of errors. Further, it is expressly understood that the liability of CCA for errors under this agreement for any reason whatsoever (whether such liability is based in contract, tort, or otherwise) is limited to monetary damages in an amount not to exceed the total charges for Services provided hereunder for the period of three months prior to the month the error is discovered, or the liability arises. In no event, will CCA be liable for any consequential, incidental, or punitive damages. CCA makes no warranty, express or implied, including the implied warranties of fitness and merchantability, other than those expressly stated in this Agreement.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, agreements, negotiations, correspondence and all other communications, whether written or oral, between the parties. No modification or waiver of any provision hereof shall be effective unless made in writing and signed by both parties.

8. **Force Majeure.** If the performance or observance of this Agreement or of any obligation herein is prevented or delayed by reason of an act of God, civil commotion, storm, fire, riots, strikes, legal moratorium, war, terrorism, revolution or action by government, the Party so affected shall, upon prompt notice of such cause being given to the other Party, be excused from such performance or observance to the extent of such prevention or during the period of such delay, provided that the Party so affected shall use all commercially reasonable efforts to avoid or remove the cause or causes of non-performance and observance with utmost dispatch.

9. **Arbitration.** Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration to be held in the city of Charleston, South Carolina in accordance with the commercial arbitration rules of the American Arbitration Association then in effect. Failure by either party to submit to, or participate in good faith in, arbitration under this Section shall result in the arbitral tribunal issuing an award in favor of the other party if such other party has submitted to arbitration under this Section. Judgment may be entered on the arbitral tribunal's award in any court having jurisdiction, and the parties irrevocably consent to the jurisdiction of the Georgia state or federal courts for that purpose. Nothing in this Section shall preclude any party from seeking temporary injunctive relief from a court of competent jurisdiction pending appointment of an arbitral tribunal pursuant this Section.

10. **Other**
    - Client represents and warrants that it has full power and authority to enter into and perform under this Agreement and that in doing so, and instructing CCA to perform Services, it is not violating any provision of its other agreements or otherwise infringing on the rights of any third party.
    - CCA represents and warrants that it has full power and authority to enter into and perform under this Agreement and that in doing so, it is not violating any provision of its other agreements or otherwise infringing on the rights of any third party.
    - Any data furnished by or on behalf of Client to CCA will be transported to CCA at Client's expense and risk of loss, and may be retained by CCA until the Services with respect to such data are completed and payment has been received. Any reports or data furnished by CCA to Client will be

transported at CCA' expense and risk of loss. CCA will endeavor to duplicate any reports at an additional charge not exceeding its cost.

- The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion will not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- CCA is permitted by Client to use specialists on a subcontract basis in the performance of the work in this Agreement at no additional cost to Client in the event that CCA deems the use of such specialists to be beneficial.
- Neither party may assign this Agreement in whole or in part without the prior written consent of the other party, which consent will not be unreasonably withheld, except that CCA, at its option, is permitted to delegate certain obligations of this Agreement to its subcontractors without prior consent. Any other assignment is prohibited and any prohibited assignment or delegation will be void.
- This is the entire Agreement between the parties.

In Witness, Whereof, each of the Parties has caused this Agreement to be signed on its behalf by a duly authorized officer of such Party as of the Effective Date.

Cost Control Associates, Inc

By: _____

Name: _____

Title: _____

Date: _____

Client

By: _____

Name: _____

Title: _____

Date: _____

FOR LEGAL NOTICES:
Company: Cost Control Associates, Inc.
Address: 175 Broad Street, Suite 166
Glens Falls, NY 29108
Attn: Allison Levin
Email: allison@aboutsib.com

FOR LEGAL NOTICES:
Company: _____
Address: _____
_____
Attn: _____
Email: _____

BILLING & PAYMENT INQUIRIES
Company: Cost Control Associates
Attn: Meighan Kramer
Email: meighan.kramer@aboutsib.com

ATTACHMENT X – ENERGY PROCUREMENT AND RISK MANAGEMENT

1. DESCRIPTION OF SERVICES

CCA's Energy Procurement Services will help Client purchase supplies of electricity and natural gas in those markets that are deregulated and where cost savings can be attained. The specific services are more fully described in the Scope of Work below.

2. SCOPE OF WORK

CCA's approach is as follows:

1. Evaluate Client enterprise-wide deregulated opportunities as follows:
   - Determine the states and utilities in deregulated markets where an opportunity for savings and/or budget certainty exists
   - Evaluate current supply agreements
   - Define landlord-billed, co-ops and municipal sites and consider near-term site closings/openings
   - Uncover savings opportunity based upon historical, current and forward prices.

2. Develop the risk profile. We will evaluate Client risk tolerance.

3. Source Competitive Supply
   Our disciplined approach to procuring energy supply includes the following steps:
   - Obtain summary usage data (and to the extent available, interval data) from the utility companies to determine load profile.
   - Select suppliers from which to obtain pricing. Suppliers are chosen based on product structures, market presence, quality of services, financial stability, contract language, billing accuracy, product offerings and price competitiveness.
   - Based on the desired product structure, obtain preliminary pricing from suppliers.
   - Based on preliminary pricing, determine the opportunity for each site. This will include providing preliminary pricing obtained from each supplier along with estimated annual savings.
   - Determine the appropriate timing to lock in final pricing and term.
   - Obtain final pricing and select supplier and term.
   - Negotiate final contract language.
   - Send out notification of any changes in suppliers to the appropriate parties.
   - After the change has been made, verify the first invoice to ensure that billing is accurate.

4. Perform ongoing management of energy price risk, including monitoring markets to identify potential new opportunities. CCA constantly monitors the electric and natural gas supply markets to identify new buying opportunities.

LETTER OF EXCLUSIVITY

Date: _____

Re: Exclusive Agent Authorization

To Whom It May Concern:

(CLIENT NAME) has exclusively retained Cost Control Associates, Inc. ("Agent") to act as our Agent for the purposes of:

1. The acquisition of historic energy load files from utilities and energy suppliers; and,
2. The collection and analysis of historical energy invoices and contracts and related information; and,
3. The negotiation of supply transactions on behalf of Customer.

Agent is hereby authorized to sign Letters of Authorization and other documentation required by you with respect to obtaining energy load files and historic energy invoices and related information on Customer's behalf. This Agency Authorization shall continue until Customer provides written notice that Agent is no longer authorized to act on behalf of Customer in the capacity stated above.

Customer must provide written authorization prior to Agent submitting any agreements on Customer's behalf. Upon the execution of an energy supply contract by Customer, Customer agrees and authorizes Agent to collect an adder for the accounts listed on the energy supply contract.

Please cooperate fully with Agent's requests for information.

Thank you for your cooperation.

Sincerely,

Name: _____

Title: _____

Phone Number: _____

Consultant Contact Information:
Cost Control Associates
Contact: Joe Scicutella
Contact Phone/Fax: 518-824-0315
Contact E-mail : joe.scicutella@costcontrolassociates.com