

Premier Power Solutions, LLC

"Total Energy Management Solutions"

107 Breckenridge Street

Grove City, PA 16127

Phone: 724-458-5600

Fax: 724-458-5703

www.premierpowersolutions.com

October 21, 2010

Erie County Technical School

8500 Oliver Road

Erie, PA 16509

Dear Dr. Campbell:

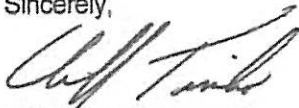
This letter defines the services to be provided by Premier Power Solutions, LLC to Erie County Technical School (the District) related to the performance of an Energy Audit.

Premier Power Solutions, LLC will provide the following services under this agreement.

- 1) Premier Power Solutions will perform an energy audit for 2 of your building locations. These audits will be done in accordance with the guidelines prescribed in Act 129 – PA Energy Efficiency and Conservation Program.
- 2) Premier Power, in conjunction with ECTS, has applied for and received pre-approval from Penelec for the performance of these audits. Pre-approval has been identified by Penelec under the approval codes of AU13911 and AU13912.
- 3) The fees for performing this audit are \$2,000 per building location and Penelec has already approved reimbursement for ECTS for these audits at this amount. The pre-approval is based on the audits being performed in accordance with the ACT 129 procedures and submission of the completed audits to Penelec. Premier understands that we are required to perform these audits to the specifications provided by Penelec and that payment to Premier is contingent upon Premier providing audits that meet the Act 129 guidelines and reimbursement being provided to ECTS for the audit fees. If, for any reason, ECTS does not receive reimbursement for the audits, Premier understands that we will not be paid for the audit work performed.

We believe that this letter summarizes the services that we are to provide to the District. If you agree with this summary of services, please indicate by signing below.

Sincerely,



Cliff Timko, P.E., CEM
Senior Account Representative
Premier Power Solutions, LLC

Agreed and Accepted this _____ day of _____, 2010

Signature: _____

Print Name: _____

Title: _____

Premier Power Solutions, LLC

"Total Energy Management Solutions"

107 Breckenridge Street

Grove City, PA 16127

Phone: 724-458-6600

Fax: 724-458-6703

www.premierpowersolutions.com

June 8, 2010

Erie County Technical School

8500 Oliver Road

Erie, PA 16509

Dear Dr. Campbell:

This letter defines the services to be provided by Premier Power Solutions, LLC to Erie County Technical School (the District).

Premier Power Solutions, LLC will provide the following services under this agreement.

1) Premier Power Solutions will provide energy purchasing consulting services to the District. Premier will provide information, assistance, and recommendations to the District related to energy purchases. These recommendations will include, but not be limited to, such items as what type of energy contract to enter into (fixed or variable price product), when is the correct time to sign a contract agreement, and how long of a contract term is appropriate given the then current market conditions. Premier Power Solutions will manage all aspects of the purchasing process for the District.

Premier Power Solutions will aggregate together the usage of all of the school districts in the Penelec service territory who utilize our services and shop for them all as a group. Each district will be allowed to make their own decision as to whether or not they want to accept any offer that is presented to them. There will be no requirement for any district to accept any offer that is presented to them.

2) Premier Power Solutions will work with the District and develop an annual budget for their electricity costs related to their accounts. The timeframe of the budget will be ongoing and begin with the 2010/2011 fiscal year. Budget information will be presented to the district no later than March 15 each year or at an earlier date if requested by the district.

3) Premier Power Solutions will provide energy consulting services related to Act 129 – PA Energy Efficiency & Conservation program. Premier will work with the District to identify projects eligible for Act 129 funding and perform the work necessary to assist the District in getting funding from Penelec for eligible projects. This program is to be done on an individual district basis. That is, participation by other districts will not be required in order for the District to receive revenue from the Act 129 program.

4) Premier Power Solutions will provide consulting services related to demand response programs. Premier will work with the District to maximize the revenue that they can receive from these types of programs. This program is to be done on an individual district basis. That is, participation by other

PREMIER POWER SOLUTIONS, LLC

Lee McCracken, President

107 Breckenridge Street

Grove City, PA 16127

Ph: 724-458-6600

Fax: 724-458-6703

districts will not be required in order for the District to receive revenue from the demand response program.

5) Premier Power Solutions will provide electric utility bill auditing services to the District. Premier will review the electric bills of the District to determine if there are power factor corrections that need to be made, rate class classification changes that need to be made, and that charges that appear on the bills are appropriate. In the event that discrepancies are noted, Premier will work with the District to get the discrepancies corrected.

6) Premier Power Solutions will not bill the District directly for the services rendered under this Agreement. Rather, Premier Power Solutions will receive a fee from the electricity supplier that we recommend and you select as our total compensation for services rendered under this Agreement. The fee that will be paid to Premier Power Solutions will be \$0.001 per kWh and will be paid to us over the term of the electricity contract that we recommend and you select. Due to the fact that we do not bill the District directly for services rendered under this Agreement, we do require that all quotes received for electric service while this Agreement is in effect be provided to the District through Premier Power Solutions, LLC.

7) The District may terminate this letter of agreement for any reason upon 90 days written notice to Premier Power Solutions, LLC.

We believe that this letter summarizes the services that we are to provide to the District. If you agree with this summary of services, please indicate by signing below.

Sincerely,

Lee McCracken
President
Premier Power Solutions, LLC

Agreed and Accepted this _____ day of _____, 2010

Signature: _____

Print Name: _____

Title: _____

PREMIER POWER SOLUTIONS, LLC

Lee McCracken, President
107 Breckenridge Street
Grove City, PA 16127
Ph: 724-458-5800
Fax: 724-458-5700