

HARP, INC.

PURCHASING GROUP MEMBERSHIP AGREEMENT

This Agreement (hereinafter "Agreement") shall be by and between HARP, INC. (hereinafter "Purchasing Group"), a Delaware non-profit corporation, located at One International Boulevard, Mahwah, N.J. 07495 and the Applicant. "Applicant" shall include the undersigned applicant, its owners, directors, officers, employees, volunteers, and committee members, as well as any entities which are parents of, subsidiaries of, owned by, related to, or affiliated with Applicant, and their respective successors and assigns. Applicant seeks membership in Purchasing Group and execution of the HARP, Inc. Umbrella Application is a condition precedent of such membership.

This Agreement is made apart of the HARP, INC. Application for Insurance & Membership (the "Application") and shall be effective upon Applicant's completion and execution of the Application (the "Effective Date"). Applicant's retail insurance broker or agent (hereinafter "Broker") also accepts the terms of this Agreement upon its execution of the Application. Purchasing Group, Applicant and Broker are altogether referred to as the "Parties" or individually as a "Party".

In consideration of the premises and the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties hereto, the Parties agree as follows:

1. Membership Terms & Conditions

Applicant hereby makes application for membership in the Purchasing Group and agrees, upon becoming a member of the Purchasing Group to accept, abide by, and be bound by the terms and conditions of membership detailed in this Agreement, as well as any changes made subsequent to the execution of this Agreement and the Application, which changes shall appear at www/harpumbrella.com.

2. Membership Benefits and Purpose

2.1 The purpose of Purchasing Group is to provide each of its members, regardless of such member's financial size and sophistication, with the ability to obtain quality insurance coverage and high limits of insurance protection at an affordable cost.

2.2 The benefit provided to members of Purchasing Group is access to insurance programs designed for and available exclusively to members of Purchasing Group (hereinafter "Purchasing Group Programs"). Purchasing Group Programs shall be underwritten by insurance companies selected by Purchasing Group (hereinafter, each individually a "Selected Carrier" or collectively "Selected Carriers").

3. Administrator

Purchasing Group shall select an administrator (hereinafter "Administrator") to administer its business affairs. Purchasing Group shall negotiate the Administrator's compensation. Applicant agrees to accept and not dispute Purchasing Group's selected Administrator and its compensation plan. Currently, the Administrator is PG Administrators, LLC, (hereinafter "PGA"), a New Jersey limited liability company, One International Boulevard, Mahwah, N.J. 07495 . Applicant recognizes and agrees that Administrator will receive a fee determined, or agreed on by Administrator and Purchasing Group, from each member

and/or Selected Carrier participating in a Purchasing Group Program. Applicant gives a full and complete release of Purchasing Group and Administrator and the Broker from any and all claims, demands, liabilities, costs and expenses (including attorney's fees and cost) whatsoever, related to or arising out of the insurance purchased under the Purchasing Group Program (including aggregate limits), the Selected Carriers chosen by the Purchasing Group (primary or excess) and any and all charges and coverage obtained by any member.

4. Representations

4.1 Purchasing Group is a "purchasing group," as defined under federal law and/or state law, formed to purchase liability insurance on a group basis for its members to cover similar or related liability exposure(s) to which the Members of Purchasing Group are exposed by virtue of their related, similar, or common business or service, and to engage in such acts as are necessary and proper to carry out this purpose for the benefit of its members.

4.2 Applicant desires to become a Member of Purchasing Group for the purpose of obtaining insurance coverage available to the members of Purchasing Group and for this purpose has submitted a completed and signed Application.

4.3 Applicant acknowledges that (i) the membership of Applicant in the Purchasing Group is not a "security" as that term is defined under federal and state securities laws and regulations; (ii) it has no expectation or anticipation of any earning, financial gain or the possibility of any profits from the operation of the Purchasing Group; and (iii) the membership is nontransferable.

4.4 Insurance purchased through agents and brokers is quoted at rates, which may vary between members. Applicant understands that no member of the Purchasing Group shall have the right to any information concerning rates, premiums, fees, commissions or other funds payable by any other member, such information being confidential proprietary information of such member. No member shall have any liability for the premiums, fees, commissions, and other charges of any other member.

5. Membership Obligations and Rights

5.1 Applicant shall have the right as a member of Purchasing Group to apply for and purchase insurance. Applicant shall have no other rights whatsoever as a member or otherwise with respect to Purchasing Group. Without limiting the generality of the foregoing, Applicant shall have no right as a Member of Purchasing Group or otherwise under: (a) the bylaws, governing documents, or other corporate documents of Purchasing Group; and (b) the general corporation laws of any state, including, but not limited to, any state in which Applicant or Purchasing Group is domiciled or in which Applicant or Purchasing Group have connections or operations. This includes, but is no way limited to, the right to vote on, or participate in the management of the Purchasing Group. This right solely resides with the designated officers and directors of the Purchasing Group.

5.2. The Applicant will supply, and agrees to supply, data to Purchasing Group with regard to risks being insured by said Purchasing Group. Applicant represents and warrants to Purchasing Group the accuracy of all data supplied by it or its agents, officers, directors and employees to Purchasing Group.

5.3. The Administrator or Selected Carrier of the Purchasing Group may provide loss control services. All members must comply with reasonable recommendations for loss control, and failure to comply may be

grounds for cancellation or non-renewal in Purchasing Group. Applicant shall allow the Administrator and the Selected Carrier access to all claims and loss records. Members shall cooperate fully with the Administrator and the Selected Carrier.

6. Term & Termination of Membership

6.1 Applicant's membership in Purchasing Group shall not commence until the later of the Effective Date of this Agreement and the inception date of insurance coverage under one of the Purchasing Group Programs.

6.2 A member may cancel its coverage with Purchasing Group by submitting a written request to the Administrator of Purchasing Group. A member's cancellation shall not relieve the member from any obligations to Purchasing Group, the Broker or other agents and brokers, Selected Carrier, or the Administrator.

6.3 Applicant's membership shall terminate upon the occurrence of any of the following events without further notice: (1) Applicant's failure to pay Purchasing Group, Administrator, Managing General Underwriter (hereinafter "MGU"), or broker, when due: i. premiums, ii. purchasing group membership and administrative fees (hereinafter "RPG Fee"), iii. other fees, and/or taxes (hereinafter referred to collectively as "Fees"); (2) written notice of termination sent from Purchasing Group to Applicant, which Purchasing Group may give for any reason whatsoever, including, without limitation, any change in Applicant's business which could jeopardize the homogeneity of Purchasing Group; or, (3) the expiration of insurance coverage under one of the Purchasing Group Programs.

7. Purchasing Group Fees, Additional Fees, Premiums, Dividends, and Payment

7.1 To provide the benefit (stated in Section 2.1), Purchasing Group shall charge a Membership Fee. In addition, Purchasing Group may charge an administrative fee for providing materials associated with this program including but not limited to risk management consulting, Certificate of Coverage, Invoices, Quote Forms, etc. (hereinafter, the "Admin Fee") that varies from member to member, bearing no relation to the insurance exposures or operations of the member. While the amount of the Membership Fee charged will be the same for all members, the Admin Fee charged will be determined in the sole and unfettered discretion of the Administrator and Purchasing Group having regard to such factors as the complexity of admitting the member to the purchasing group, the member's finances and/or capability to pay, and the expected future service needs of the member. The Administrator and Purchasing Group shall, under no circumstances, be required to disclose, or otherwise provide, the method by which a member's Admin Fee was computed. It shall also be under no obligation, whatsoever or howsoever occurring, to prove that the method by which the Admin Fee was computed achieved the purposes of Purchasing Group. The Membership Fee along with any Admin Fee charged will be consolidated and characterized on all quotes and invoices as "RPG Fee." Generally, the RPG Fee shall constitute approximately 10% - 50% of the total quoted cost as provided to Applicant by its Broker.

7.2 The Administrator shall be paid a fee for providing administrative support and management services to Purchasing Group.

7.3 RPG Fee shall be deposited into a Purchasing Group Trust Account, which shall not be segregated by member, and shall be disposed of in the ordinary course of Purchasing Group's affairs as deemed appropriate by Administrator and/or Purchasing Group in their sole and unfettered discretion.

7.4 Applicant agrees that the purposes of the RPG Fee is to fund the operations of Purchasing Group.

7.5 Applicant agrees the RPG Fee is not in exchange for: (a) policy of insurance; (b) Certificate and Policy Declarations (hereinafter "Certificate"); or (c) any insurance-related service.

7.6 Applicant agrees that RPG Fee does not constitute compensation to an insurance agent or broker for services rendered.

7.7 The RPG Fee for Applicant shall be set at the time Applicant has purchased coverage through an Insurance Program and become a member of Purchasing Group.

7.8 The RPG Fee shall not change until the expiration date of that Member's current insurance policy or coverage period unless the operations of Applicant have changed during the pendency of the current insurance policy or coverage. If a member's operations increase or decrease, that member's RPG Fee may be adjusted accordingly in the sole and unfettered discretion of the Administrator.

7.9 Applicant will receive a combined quote to include all insurance coverage premiums and the RPG Fee, as well as, but not necessarily, additional fees (hereinafter the "Quote").

7.10 An Applicant's membership of the Purchasing Group and insurance coverage provided pursuant to which will not become active until all Fees have been paid. Upon payment of the Fees the MGU shall send Applicant's Broker the policy or Certificate.

7.11 Applicant agrees to remit payment for all Fees to its Broker. The Broker shall then remit payment to the Administrator. All insurance premiums shall be remitted to relevant Selected Carriers via the relevant MGU.

7.12 Any dividend paid by a carrier to Purchasing Group will be allocated among the members. The method by which Purchasing Group and/or the Administrator shall allocate dividends received among the members will be done in their sole and unfettered discretion which may include determinations which are arbitrary, capricious, and/or discriminatory.

8. Indemnification

8.1. Applicant shall indemnify and hold harmless the Purchasing Group, and each person, if any, who controls the Purchasing Group or members of the Purchasing Group, and Administrator and its affiliates (all of the foregoing being hereinafter collectively called "Indemnified Person") against any losses, claims, damages or liabilities, arising out of or based upon any untrue statement or omission based upon information furnished to the Purchasing Group by Applicant. Applicant will reimburse each Indemnified Person for (i) any legal or other expenses reasonably incurred in connection with investigating or defending any such loss, claim, damage, liability, action or proceeding or (ii) the failure of Applicant or any employee or independent contractor of Applicant to comply with state or federal laws applicable to such Applicant or any employee or independent contractor of Applicant.

8.2 Applicant agrees and warrants that it shall not bring a claim, law suit, or governmental or administrative proceeding against Purchasing Group, the Administrator, the relevant MGU, or the relevant Selected Carrier based upon (a) the amount it was charged as a RPG Fee including but not limited to, reasons it believes may appear or are arbitrary, capricious and/or discriminatory; or (b) the amount it received as a dividend in relation to other Members for any reason whatsoever including

reasons it believes or are arbitrary, capricious, and/or discriminatory. Applicant acknowledges that it shall receive an individually tailored Quote, and it shall be the decision of Applicant as to whether it accepts or rejects said Quote.

9. Limitation of Liability

Applicant agrees to hold harmless Purchasing Group, its current Administrator, future Administrators, its MGUs (including but not limited to Trivedi -Capacity Associates LLC.), and any relevant insurance companies from the negligence, acts, or omissions of its Broker.

10. Agreement Subject to Change

This Agreement may be amended, modified, or changed at any time at the sole discretion of Purchasing Group or the Administrator with the following and only limited exception: once a policy or Certificate has been issued to Applicant, its terms, conditions, and premium will not be changed until the expiration date of coverage, unless Applicant's exposures or operations change.

11. Not Assignable

Applicant agrees that its rights under this Agreement are not assignable without the express prior written consent of Purchasing Group or the Administrator. Applicant shall have no right to assign or transfer, in any manner whatsoever or howsoever occurring, any right or obligation hereunder, without the prior written consent of Purchasing Group or the Administrator. This Agreement and the Application shall be binding upon any assignee and, subject to the restrictions on assignment herein, shall be binding upon and inure to the benefit of the successors and assigns of each Party hereto.

12. Waivers

Failure by Purchasing Group or Administrator to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition. No waiver of any breach or default of this Agreement shall be valid unless in writing and signed by Purchasing Group, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

13. Authorization to Receive Advertising Information & Correspondence

Applicant authorizes Purchasing Group or its representative to send Applicant and any of its employees advertising information and correspondence, whether solicited or unsolicited, via any means of electronic or other communication or telecommunication, including, but not limited to, facsimile, telephone, modem, Internet, United States Mail, or independent package delivery service. Applicant agrees that the provisions of this paragraph "13" shall remain in force in perpetuity, even if this Agreement is terminated and that it shall not request Applicant to refrain from sending it or any of its employees advertising information and correspondence even if this Agreement is terminated.

14. Entire Agreement

This Agreement, together with the Application of which this Agreement is made a part, constitutes the entire agreement between the Parties, and supersedes any and all prior agreements (whether written or oral), of the Parties with respect to the subject matter hereof.

15. Headings; Terms

Section headings contained in this Agreement are included for convenience only and form no part of the Agreement between the Parties. The use of the singular shall include the plural and vice versa and the use of any gender shall include all genders.

16. Costs and Attorneys' Fees

Applicant agrees to pay Purchasing Group all reasonable attorneys' fees and other costs and expenses incurred in enforcing this Agreement in addition to such other relief as Purchasing Group may be entitled to in law or equity.

17. Notice

All notices given hereunder shall be in writing. Notices shall be effective when delivered, if delivered personally. Otherwise, they shall be effective when sent to the Parties at the addresses or numbers listed below, as follows: (i) on the business day delivered (or the next business day following delivery if not delivered on a business day) if sent by a local or long distance courier, or (ii) three (3) days after mailing if mailed by registered or certified U.S. mail, postage prepaid and return receipt requested. Any Party may change its address or number to which notices are to be delivered by giving the other Parties written notice of the change. Notices to Purchasing Group shall be sent to: One International Boulevard, Mahwah, N.J. 07495. Applicant and Broker have their principal office at the mailing address listed on its signature page to this Agreement.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Delaware without reference to its choice of law rules.

19. Choice of Forum

The Parties agree the venue (i.e. location) for the resolution of any dispute or controversy between the Parties shall be instituted only in the courts of the Delaware sitting in the Kent County or the United States District Court sitting in Dover, DE. Each of the Parties hereby waives any objection that it may have to the laying of venue of any such suit, action or proceeding and irrevocably submits to the exclusive jurisdiction of such courts in any suit action or proceeding.

20. No Third Party Benefit

The provisions hereof are solely for the benefit of the Parties and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the Parties or any other person.

21. Waiver of Jury Trial

The Parties hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury concerning any litigation based hereon, or arising out of, under, or in connection with, this Agreement, the obligations or any transactional document, or any course of conduct, course of dealing, statements (oral or written) or actions of the Parties. This provision is a material inducement for Purchasing Group entering into this Agreement with Applicant.

22. Severability

If any provision of this Agreement is declared void, illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect as if the offending provision were not contained herein.

23. Further Assurance

Each Party to this Agreement agrees to execute and deliver all documents and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated hereby.

24. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

25. Survival

All rights and remedies of a Party occasioned by the failure of the other Party to fulfill any of its obligations under this Agreement and the indemnification and limitation of liability provisions hereof shall survive any termination of this Agreement and will continue in full force and effect thereafter (subject to any applicable statutes of limitations).

26. Introductory Paragraphs

The introductory paragraphs to this Agreement shall be deemed to be part of the terms and conditions of the Agreement between the Parties.

27. Conflicts

If any conflict arises between the terms of this Agreement or the Application, the Application shall prevail. The terms of this Agreement shall take priority over the terms of any other agreement, unless such document expressly states otherwise and has been consented to in writing by Purchasing Group.

Harp, Inc., a Purchasing Group (Purchasing Group) formed in Delaware pursuant to the Liability Risk Retention Act of 1986 (as amended) (15 U.S.C. 3901 et. seq.) and Delaware Law. In connection with its risk purchasing group activities, Purchasing Group has appointed PG Administrators LLC (PGA) to administer certain risk purchasing group operations of Purchasing Group and PGA is paid an administration fee for such services. Trivedi – Capacity Associates LLC (Trivedi) is the insurance agent through which PGA currently purchases the insurance coverage for Purchasing Group's members and is an affiliate of PGA.