P.O. Box 38
Rehoboth, MA 02769
(508) 252-3359

10 Briggs Drive
East Greenwich, RI 02818
(401) 885 4209

Account Application and Customer Agreement

ALL PROPANE EQUIPMENT IS COMPANY-OWNED
Upon credit approval of Applicant, and of Co-Applicant if any (hereinafter together referred to as "Customer"), Propane Plus Corp. ("PPC") agrees to install on the premises of Customer the following equipment and related appurtenances for propane service:tank(s), with base, regulators, and other items as required (Hereinaftertogether referred to as "Equipment"), all of which Equipment is and will remain the sole property of Propane Plus. In consideration of the installation/service of said Equipment, Customer hereby agrees to the following terms and conditions:

Tank Rental:
PPC charges tank rental of $9.00 a month per tank billed quarterly (every three months) for the prior quarter.

Equipment:
All Equipment is owned by PPC and will remain the property of PPC. From time to time, PPC may change the Equipment to coincide with Customer's usage and with government regulations. Customer hereby irrevocably grants to PPC and its representatives the unrestricted right to enter Customer's premises at any time to inspect, service, remove, lock, unlock, replace or move any part or all of the Equipment. Only authorized representatives of PPC will deliver propane, provide service, and have contact with the Equipment. Customer agrees to keep the area around the Equipment free of landscaping, debris, and other hazards, including animals, which may damage the Equipment or cause injury to PPC's authorized representatives. Customer will not in any way alter, deface or destroy any of the Equipment. Customer agrees to notify PPC immediately if Customer believes there may be a problem with the Equipment, such as, but not limited to, a gas odor, leak, puncture, or other potential hazard.

Price & Fees:
The prices charged for the propane and service will vary periodically based on market conditions and other factors. There may be a special or off-route delivery fee applicable in some situations, as well as a transfer fee and/or a removal fee. Other fees and charges may also apply. A complete schedule of current charges is available for Customer's review at the offices of PPC.

Billing and Terms:
The propane delivery ticket left by the delivery driver is your bill unless prior arrangements have been made, or unless you are a PREPAY customer. For all service/installations, payment is due at the time the service is rendered. Payments not received within 14 days after service ordeliveries are subject to finance charges of 2% (24% Annual Percentage Rate). The minimum finance charge is $.50. Finance charges begin on the date of service or delivery, and are computed until the date payment is received. A statement fee will be added to each statement for any balance over 14 days old to partially offset the cost involved in collecting overdue balances.

Force Majeure Clause (Beyond the Control of Either Party):
If PPC is prevented from completing the performance of any or all of its obligations under this Agreement by an act of God, the conduct of third parties, or any other occurrence beyond its control, then PPC shall be excused from performance for as long as it may be reasonably necessary to complete its performance safely and effectively.

Indemnification; Damages:
Customer releases, indemnifies, defends and holds PPC, its officers, directors, employees, authorized representatives, successors and assigns harmless from any and all demands, claims, liability, expenses and damages ("Claims") resulting from or caused by action or inaction by Customer which affects the proper function of the Equipment, unauthorized

contact, or the use or servicing of the Equipment. PPC will not be responsible for any damages, claims, liability, losses or expenses resulting from the exhaustion of Customer's propane supply or from the removal of any underground propane tanks. Customer agrees to provide said indemnification and defense within ten (10) days of PPC's written notice to Customer of such Claim. This provision will survive termination or cancellation of this Agreement.

Taxes; Security Deposits:
Customer will be solely responsible for paying all taxes imposed on all sales and services performed under the terms of this Agreement, whether or not billed by PPC. Security deposits are required on all rental property (responsibility of the tenant) and shall not earn interest unless required by law.

Delivery and Service:
All customers are on an automatic delivery schedule. No "will-call" accounts will be authorized. Delivery and services may be suspended if payment in full is not made within 14 days after a delivery. After any such suspension, Customer will incur an additional charge to resume service.Suspension may include but is not limited to the locking of the tank and disconnecting the regulators.
Regulatory Compliance Charge: A regulatory compliancecharge will be added to each delivery to partially offset the cost of meeting significant regulatory compliance issues facing our business, such as DOT, Homeland Security, Insurance, and DOL.

Account Termination and Collection;
An account may be referred to a collection agency, and an account may be terminated and all PPC Equipment removed if payment in full is not received within 14 days after a delivery or service provided. Customer will be responsible for paying the past due balance, collection fees (equivalent to 35% or greater), court fees, and attorney's fees, as well as a service charge of $265.00for the disconnect/reconnect of thepropane service/equipment. If Customer chooses to terminate service with PPC, any balance on Customer's account will become immediately due and payable. Equipment removal fees and/or termination fees will apply. PPC will reimburse 60% of the value remaining in tanks or charge a $175.00 pick-up and restock fee on above ground tanks. Underground tank removal fee is $850.00.

Returned Checks:
All returned checks are subject to a bank charge and a PPC handling fee ($25.00) as allowed by law. A returned check may result in the Customer's loss of credit with PPC. All returned checks will be electronically debited from your account, plus an additional $25.00 processing fee through third party collection.

Entire Agreement; Assignment:
This Agreement is comprised of two pages, and constitutes the entire understanding between Customer and PPC regarding the provision of propane and related services to Customer. PPC may assign this Agreement to its successors or affiliates at any time without notice to Customer. This Agreement is not assignable by Customer without the written consent of PPC, except that the conveyance of the premises where Equipment is installed constitutes the assignment of this Agreement to the purchaser of those premises, who becomes Customer on the date of such conveyance and is thereafter fully bound by the terms of this Agreement. No modifications to this Agreement may be made except in writing by PPC.

PPC retains the right to change its policies and procedures and the terms of this Agreement without notice to Customer. By signing this Agreement, Customer consents to the evaluation of his/her credit history. Customer agrees to be subject to the terms of this Agreement as it may be modified, and further agrees that future purchase(s) from PP will constitute Customer's ongoing acceptance of these terms. If Customer's spouse does not also sign this Agreement, Customer represents that he/she is authorized to sign this Agreement on behalf of his/her spouse. PPC may report Customer's credit performance under any agreement entered into with PPC. In reading this Agreement, each gender includes all other genders and singular and plural each include the other where the context so suggests or requires. Customer agrees that PPC may request a consumer credit report in connection with this application and Agreement, and, upon request, PPC will inform Customer of the name and address of the consumer reporting agency furnishing the credit report.