ORMOND'S OIL & GAS / ORMOND ENERGY FUEL & LP ACCOUNT TERMS & AGREEMENT DOC#TA180223

SAFETY INFORMATION

At Ormond's, safety is priority. Although the risk of a propane leak or catastrophe is extremely low, ORMONDS provides 3 sources of safety information for our customers.

- 1. Our "Propane Safety & Use Information" will help ensure your family and property are protected.
- 2. Safety information is also available on the back of every ORMOND'S fuel delivery ticket.
- 3. Safety information can be found anytime at www.propanesafetyfirst.com and www.ormondenergy.com (safety page)

WHAT TO DO IF YOU SUSPECT A LEAK: Purchaser agrees to notify ORMONDS IMMEDIATELY of any suspected gas leaks or defective Equipment. If a leak is suspected, Purchaser agrees to: (1) immediately evacuate all persons from the building where the leak is suspected; (2) turn the valve on the fuel gas tank to the "off" position; (3) not operate any electrical switch inside the building (including lights); (4) not use the telephone inside the building where the leak is suspected; and (5) immediately notify the Fire Department and the Supplier (Ormonds) that you have or suspect a fuel leak.

SERVICE & EQUIPMENT AGREEMENTS

RENTAL AGREEMENT: If Ormond's tank, customer agrees to: (1) rent the tank, regulator and related equipment; (2) a TANK RENTAL FEE shall apply if at least 125 gallons is not purchased within a 12 month period; (3) purchase all fuel for said tank from the Supplier; (4) a minimum 12-month service term starting at time of tank install is required to retain any promotional pricing, discounts or refunds; (5) there are no early termination fees if Purchaser discontinues service with Supplier prior to the minimum 12-month service term; (6) use the Equipment and fuel products in accordance with the safety information provided by Supplier as of the date of this Agreement and from time to time hereafter; (7) not allow anyone (other than Supplier) to supply fuel to any tank being rented from Supplier; (8) an E-CALL FEE should the Will Call Purchaser (n/a for qualified Auto Fill Customer) require a delivery less than 72 hour notice; (9) a TANK PICKUP FEE to be charged upon the completion of service to cover labor and crane cost; (10) an SETUP / INSTALLATION FEE for all new tank installations, plus any supplies and/or parts needed to complete install (unless otherwise promoted discounts apply); (11) a RETURN CHECK FEE for all checks and credit cards returned due to non-sufficient funds; and (12) a 1.5% FINANCE CHARGE per month (18% annual) and LATE FEE per month on all invoices past 30 days.

CUSTOMER OWNED TANK AGREEMENT: If customer tank, customer must provide tank affidavit and agrees to: (1) assume all responsibility of care and maintenance of the tank, regulator and related equipment; (2) use the Equipment and fuel products in accordance with the safety information provided by Supplier as of the date of this Agreement and from time to time hereafter; (3) an E-CALL FEE should the Will Call Purchaser (n/a for qualified Auto Fill Customer) require a delivery less than 72 hour notice; (4) a RETURN CHECK FEE for all checks returned due to non-sufficient funds; and (5) a 1.5% FINANCE CHARGE per month (18% annual) and LATE FEE per month on all invoices past 30 days. TANK OWNERS ACKNOWLEDGE AND AGREE TO "Customer Owned Tank & Gas System Agreement, DOC # 08032017"

APPLICANT PERSONAL GUARANTY ON CREDIT APPROVED ACCOUNTS

- 1. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned Purchaser absolutely and unconditionally guarantee to Supplier (Ormond Oil & Gas Co. Inc.), the full and prompt payment of the debts, liabilities, and obligations of the Purchaser, which includes, but is not limited to the following:
 - a. The timely payment of all invoices for the purchase of fuel or other materials, products, and/or service work received from the Supplier;
 - b. The timely payment of all invoices associated with the maintenance, labor or installation of any product, whether or not it was supplied by the Supplier;
 - c. The payment of all incidental and consequential damages suffered by Supplier as a result of any breach or default of Purchaser of said Agreement.
 - d. The timely payment of all finance charges and interest which may accrue; and/or
- 2. This Guarantee shall be binding upon the undersigned Purchaser and their heirs, representatives, successors, and signs of the undersigned Purchaser, and shall insure to the benefit of the Supplier and their heirs, representatives, successors, and assigns.
- The undersigned Purchaser will pay or reimburse Supplier for all cost and expenses (including attorneys' fees and legal expenses)
 incurred by Supplier or his assign in connection with protection, defense, or enforcement of the Guarantee in any litigation or
 bankruptcy or insolvency proceedings.
- 4. The undersigned Purchaser authorizes the Supplier to obtain credit reports for the purpose of evaluation of credit performance in connection with this application for credit.
- 5. This Guarantee shall be a continuing Guarantee without further notice to the undersigned Purchaser, and shall remain in full force and effect until the undersigned has given Supplier written notice of revocation, which shall be effective ten (10) business days from the date of its actual receipt by Supplier. Such revocation will only apply to obligations of Purchaser incurred after the effective date of the revocation. The undersigned purchaser shall remain fully liable for all other obligations of Purchaser to Supplier under this Guarantee.

Applicant Acknowledgement

I have read, understand and agree to all terms of this agreement. I have received, understand and will abide by information outlined in document titled "Propane Safety & Use Information Document" which can be found on our website. I have been informed and acknowledge where to find sources of propane safety information. I also understand that it is my duty to inform and pass said safety information sources to anyone that may come in contact, use, repair, or participate with appliances, gas, materials, parts or piping related to the services and products provided by Ormond's. If I violate, disobey or do not act in accordance to one or any of the information listed in any of the sources for propane safety provided to me, or information within this application, I nor my affiliates cannot and will not hold Ormond's or its affiliates liable of any wrong doing or negligence. Submittal of your (Customer) information online signifies acceptance and acknowledgement of all terms and conditions of this document. I understand that submittal of an account request via web form signifies acknowledgment & agreement of this document.