

CROSSROADS FUEL SERVICE, INC.

VA LOCATION: CHESAPEAKE

NC LOCATIONS: AHOSKIE, COLUMBIA, HERTFORD, PLYMOUTH, SUNBURY

LIQUIFIED PETROLEUM GAS EQUIPMENT AGREEMENT

CROSSROADS FUEL SERVICE, INC., hereinafter called "Company", agrees to lend to the Customer one set of liquefied petroleum gas utilization equipment, described on the reverse, hereof, hereinafter called "Equipment" subject to the following conditions:

1. The term of this agreement shall be for a period of three years, except as noted in #10, commencing on the date this agreement is signed and shall automatically renew for annual periods at the expiration of that term unless either party shall give the other at least 90 days notice prior to the end of any annual contract period.
2. The equipment shall be used solely for the storage and handling of liquefied petroleum gas sold by Company.
3. The equipment shall not be removed from the location shown on the reverse hereof. If the equipment fails to function or otherwise needs repairs or adjustments, Customer agrees to notify Company promptly. Company will make repairs or adjustments, which in its opinion, are necessary; provided, however, if the need for such repairs or adjustments are occasioned by negligence, misuse or servicing by Customer or anyone not authorized by Company, such repairs and adjustments shall be at Customer's expense.

All applications to be used with and served by the Equipment shall be installed by a competent mechanic experienced in making liquefied petroleum gas installations and connections. Customer assumes full responsibility for all connections made to Company's lines for the installation of any appliance unless Customer affords

Company an opportunity to inspect and supervise such installation and pays Company its regular service charge.

The Customer shall be responsible for any loss or damage to the Equipment. Customer shall comply with all regulations and instructions supplied with or attached to the Equipment. Customer shall pay all license fees, taxes or other charges required for the use, operation and maintenance of said equipment.

4. Company may terminate this agreement immediately and without notice in any of the following events:

a. If any product other than liquefied petroleum sold by Company is used with the Equipment.

b. If Customer fails to pay any monies due Company.

c. If the Equipment shall be moved from the location shown on the reverse hereof without Company's written consent.

d. If the premises upon which the Equipment is located becomes subject to foreclosure proceedings upon any mortgage or lien, or upon the sale, transfer or conveyance of the premises or if the customer shall move from the premises or leave it unoccupied for an extended period.

Upon any termination Customer shall, in accordance with Company's instruction, return the Equipment in as good order and condition as when loaned, ordinary wear and tear excepted; or Company or its authorized representative may without notice or demand and without legal process enter any premises where the Equipment is located and take possession of it. Customer expressly waives all claims for damages and all rights under local or other ordinances or laws regulating the removal of the Equipment. Company shall not be liable for any damage to the premises necessarily incurred by the removal there from. The removal of the Equipment at the termination of this agreement shall not be deemed a waiver by Company of any other remedies provided by law.

5. Should this agreement terminate as provided in paragraph four within three (3) years from the date hereof, Customer shall pay to Company on demand as reimbursement for the cost of installation and removal of any equipment installed

by Company the agreed sum of \$_____, less 33% each year this agreement has remained in effect and pro rata for any part of a year.

6. Company reserves the right to charge rental on the equipment installed if liquid petroleum gas purchase does not equal or exceed three hundred (300) gallons per year. The Equipment is and shall remain the property of the Company. The rent and installation charges provided for herein shall not be considered a deposit and will not be refunded upon the termination of this agreement. If the tank is removed after the initial term of this contract Customer will be charged time and material at the prevailing rates for removal of the tank with a minimum charge of One Hundred Dollars.

7. Customer shall indemnify and save harmless Company, its successors and assigns of and from any and all liability for claims for loss, damage or injury to persons or property (including but not limited to Customer, his agents, servants, employees, members of his household or any other occupants of the premises upon which the Equipment is located) caused or occasioned by any leakage, fire or explosion of any of the products stored in said equipment or contained or drawn through said Equipment any attachment or appliance used, connected, installed or furnished therewith which shall occur before notice the Company of any defect in the Equipment or between the time of notice and a reasonable time thereafter within which Company could have repaired or which shall occur by reason of failure of Customer to shut off gas in accordance with such regulations and instruction or otherwise to observe such regulations or instructions or which shall be the result of negligent damage to or misuse of the Equipment by Customer.

8. This agreement may not be reassigned or transferred by customer without prior written consent of the Company. The Company shall have the right to assign this agreement without permission of the Customer in the event of the sale of part or all of Company's business.

9. This agreement contains the entire contract between the parties as to the Equipment and supersedes all agreements, warranties or representations, oral or otherwise. This agreement cannot be changed or any of its provisions varied except in writing, signed by the Customer and accepted by Company. Any waiver of any of the terms or conditions of this agreement shall be deemed to be a continuing waiver of such terms or conditions to herein.

10. Underground Tanks – if Company installs and supplies an underground tank, this contract shall be for a period of the (10) years. Amortizations will begin after year five (5) and will decrease at a rate of 20% per year beginning at year six (6). Company reserves the right to charge rental as per #6 above.

11. In the event customers' house is sold, customer may not transfer its rights and obligations under the contract without prior written consent of Company. If Company is unable or unwilling to allow a transfer; customer must pay any unamortized portion of the contract as well as the removal of the tank.

Agreed this _____ day of _____, 20____.

Customer

Crossroads Fuel Service, Inc. Representative

