

RETAIL CREDIT AGREEMENT

1. Equipment- Allen's will lease to and provide Customer with a propane storage tank, cylinder, pigtail and regulator(s) ("Related Equipment") at Customer's year round residence. Customer agrees that if Customer's sells the residence at which Allen's storage tank, cylinder and related equipment have been installed, Customer will notify Allen's at least minimum of 30 days prior that the sale is taking place and will notify the buyer that the tank and related equipment are owned by Allen's. Once installed, the underground line is owned by Customer who is responsible for its maintenance and compliance with all applicable laws, codes, and regulations.

2. Access to Equipment- (a) Allen's may without prior notice enter Customer's property to deliver product or to install, repair or service the tank, cylinder or any related equipment or to perform any other services that is deems necessary under this Agreement or with reasonable prior notice, remove the tank, cylinder and related equipment leased to Customer by Allen's. Customer agrees to provide Allen's with safe, free, and unimpeded access to the tank, cylinder and related equipment, including, but not limited to, access free of ice, snow, water, mud and other debris. Customer will mark or otherwise identify the location of septic systems, leach fields and underground ponds and similar underground features as necessary to install the underground line or tank and to perform service and make deliveries. (b) Customer agrees to promptly surrender to Allen's the tank or cylinder and related equipment when this Agreement is terminated for any reason.

3. Propane Supply- Customer agrees that only propane sold by Allen's will be used in the Allen's owned tank, cylinder and related equipment.

4. Delivery- Allen's will deliver subject to availability, product at Allen's established price which is determined at the time of delivery. **Automatic deliveries** are made to the Customer at the establish delivery address shown on this Agreement based upon the Customer's previous history and elapsed degree days. **Will Call deliveries** require a phone order when Allen's tank or Customer's owned tank reads 25%. Will Call deliveries are only dispatched on regularly scheduled routes and any out of route charges are subject to a delivery charge and a leak test charge. After business hours, additional fees will apply. Customer is required to notify Allen's in the event that additional appliances have been added or changes in the home that would change Customer's usage. Customer acknowledges that should their product be used for anything other than a main source, Customer's deliveries may be required to be on a Will Call basis.

5. Service-When service work is performed; a homeowner must be present to sign for job completion. All work performed is considered a service call and charges will be applied. Customer agrees to have a safe clean environment or Allen's has the right to refuse service.

6. Fees- Customer acknowledges that Allen's fees, rates, and other charges may vary depending upon the volume of product purchase, Customer's classification, ownership of equipment and competitive conditions.

7. Payment- A metered ticket will be left after each delivery unless otherwise specified. No other invoice will be sent. Payments are due in (30) days of delivery date. If other payment terms are required by Allen's Credit Department, Customer you will be notified by written notice or telephone. If Customer is on the budget program, pay only the budget payment and the invoice should be retained for Customer's records. If Customer maintains a service contract with Allen's or if Customer requires a chargeable service call for repairs or maintenance these will be billed to Customer's account and require the same method of payment as Customer's deliveries which are established by Allen's credit department.

8. Finance Charges and Statement- On balances of (31) days or more, a finance charge will be accrued at the rate of 1 ½% per month. (Equivalent to an Annual Percentage Rate of 18%) Once Customer's account accrues a finance charge; an automatic statement will be generated and sent.

9. Default and Collection- Customer will be in default if Customer does not pay a balance on time or make an assignment for the benefit of creditors. Default means Allen's can demand immediate payment of the full balance, including any finance charges due. Should the Customer's account become past due, Allen's reserves the right to curtail deliveries, interrupt service, or remove equipment with written notice until account is brought current. If Customer's account is in DEFAULT, Allen's is not liable for any damages in either direct or indirect manner. Customer will be subject to reconnection fees to restore service and or a security deposit to reinstall tank(s). If Allen's decides to pursue further action, Customer will be responsible for a minimum of \$100.00 legal expense.

10. Post Judgment Interest- Customer will be liable for any finance charges incurred between the time a judgment is gotten and the time payment is made in full at 1 ½% per month equivalent to an ANNUAL PERCENTAGE RATE of 18% per annum.

11. Irregular Payment and Delay in Enforcement- Allen's can accept later payments or checks and money orders marked "Payment in Full" without losing Allen's rights under this Agreement. Allen's can also delay in enforcing Allen's rights under this Agreement with out losing them.

12. Amendment or Changes- Allen's reserves the right to change the applicable terms and conditions (other than fee, rates, surcharges and other charges which may be changed without prior notice) at any time by given Customer (30) days prior written notice of the change. The notice of change may be in the form of a bill insert or other written notification. By accepting delivery of product or paying any fees, rates, surcharges or other charges after Customer has been given notice of changes, Customer will be deemed to have agreed to the changes. This Agreement may not be modified orally.

13. Termination- Allen's may terminate this Agreement and remove company owned equipment at any time without prior notice if Customer fails to satisfy the terms and conditions of Customers Agreement or if Allen's determines that a condition exist that poses a health or safety threat. Customer agrees to pay for removal fee, if either; Allen's or the Customer determines removal. In the event Customer connects to natural gas, the Customers agree to notify Allen's of hookup and schedule removal within 60 days of connection. Customer agrees to remain responsible for balance (including deliveries, service, interest and any other fees) when the account is terminated. Customer agrees and accepts that there will be no gas credit issued if an account is terminated prior to 1 year from date of installation.

14. Liability- Allen's will not be responsible for any delay or damages caused by events or circumstances beyond its responsible control, including with out limitation, acts of GOD, fire, storm, floods or other severe weather conditions, oil leakage, failure or interruption of customer's electricity, inaccessibility of the heating unit, labor disputes, wars, hostilities, terrorism, compliance with law and regulations, Allen's inability to obtain product or equipment from its customary suppliers, terminal, refinery, or pipe line disruption, allocation program, lack of or inadequate transportation facilities. Under any of these circumstances, Allen's may allocate product and equipment among its customers in any manner and its sole judgment deems reasonable.

15. Usage Fee- Allen's reserves the right to substitute a tank or cylinder and related equipment of difference size or capacity if customers propane usage changes or to remove the tank or cylinder

and related equipment during periods of non-usage. Customer agrees to notify Allen's of any changes in the home that will change there usage. Usage and or tank size will be subjected to price change. Allen's requires that the minimum use is one tank capacity per year, if Customer does not meet the requirement; the Customer agrees to pay a MINIMUM USAGE FEE.

THE FEDERAL TRUTH IN LENDING ACT REQUIRES PROMPT CORRECTION OF BILLING

1. If you want to preserve your rights under this Act, here's what to do if you think your bill is wrong or if you need more information about an item on your bill.
 - A. Do not write on the bill. On a separate sheet of paper write (you may telephone your inquiry but doing so will not preserve your rights under this law) the following:
 - *Your name and account number (if any).
 - *A description of the error and an explanation (to the extent you can explain) why you believe it is an error. If you only need more information, explain the item you are not sure about and if you wish, ask for evidence of the charge such as a copy of the charge slip. Do not send in your copy of a sales slip or other documents unless you have duplicate copy for your records.
 - *The dollar amount of the suspected error.
 - *Any other information (such as your address) which you will think will help us to identify you or the reason for your complaint or inquiry.
 - B. Send your billing error notice to the address on your bill which is listed after the words "Send Inquires to". Mail it as soon as you can, but in any case early enough to reach us within 60 days after the bill was mailed to you.
2. We must acknowledge all letters pointing out possible errors within 30 days of receipt unless we are able to correct your bill during those 30 days. Within 90 days after receiving your letter we must either correct the error or explain why we believe the bill was correct. Once we have explained the bill we have no further obligations to you even though you still believe that there is an error except as provided in paragraph 5 below.

3. After we have been notified, neither we nor an attorney nor an a collection agency may send you collection letters or take other collection actions with respect to the amount in dispute, but periodic statements may be sent to you and the disputed amount can be applied against your credit limit. You can not be threatened with damage to your credit rating or sued for the amount in questioned, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until we have answered your inquiry. However, you remain obligated to pay the parts of your bill not in dispute.
4. If it is determined that we have made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that we have not made an error, you may have to pay finance charges on the amount in dispute and you will have to make up any missed minimum or required payments on the disputed amount. Unless you have agreed that your bill was correct, we must send you a written notification of what you owe and if it is determined that we did make a mistake in billing the disputed amount you must be given the time to pay which you normally given to pay undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you.
5. If our explanation does not satisfy you and you notify us in writing within 10 days after you receive our explanation that you still refuse to pay the disputed amount, we may report you to credit bureaus and other creditors and may pursue regular collection procedures, but we must also report that you think you do not owe the money and we must let you know to whom such reports were made. Once the matter has been settled between you and us we must notify those to whom we reported you as delinquent of the subsequent resolution.
6. If we do not follow these rules, we are not allow to collect the first 50 dollars of the disputed amount and finance charges even if the bill turns out to be correct.
7. If you have a problem with property or services purchased with a credit card, you may have the right not to pay the remaining amount due on them if you first try in good faith to return them or give the merchant a chance to correct the problem.

Notice: I hereby authorize you or any credit reporting agency employed by you to investigate the references herein listed or any other information that stated above to determine my qualifications for a credit account. This will be done upon signing with us as a customer and as deemed as necessary by Allen's Oil and Propane in updating its information.

Company Rep: _____ Date: _____
Signature Print

Customer: _____ Date: _____
Signature Print

Customer: _____ Date: _____
Signature Print