

BLOUNT PETROLEUM CORPORATION

1110 N MEMORIAL DR

GREENVILLE, NC 27834

252-758-7500 FAX 252-752-6700

CREDIT APPLICATION/LEASE AGREEMENT

APPLICANT NAME #1 _____ SS# _____

APPLICANT NAME #2 _____ SS# _____

COMPANY NAME _____

MAILING ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

DELIVERY ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

PHONE# _____ ALT PHONE# _____ DATE OF BIRTH _____

YEARS AT PRESENT ADDRESS _____ # OF DEPENDENTS _____ MONTHLY PAYMENT () _____ OWN () _____ LEASE

MARITAL STATUS: () MARRIED () UNMARRIED () SEPERATED () DIVORCED () WIDOWED

DO YOU OWN/LEASE: () HOUSE () MOBILE HOME () APARTMENT/DUPLEX

TYPE OF ACCOUNT: () LP GAS () FO () KEROSENE () HVAC

USAGE TYPE: () HOME HEATING () GAS LOG () WATER HEATING () WALL HEATER () COMMERCIAL () OTHER _____

APPLICANT EMPLOYER #1 : _____ ADDRESS: _____

PH#: _____ POSITION: _____ YRS EMPLOYED _____ MONTHLY SALARY _____

OTHER INCOME: _____ AMOUNT: _____

APPLICANT EMPLOYER #2: _____ ADDRESS: _____

PH#: _____ POSITION: _____ YRS EMPLOYED _____ MONTHLY SALARY _____

OTHER INCOME: _____ AMOUNT: _____

NEAREST RELATIVE NOT AT YOUR PRESENT ADDRESS: NAME: _____ RELATIONSHIP _____

ADDRESS: _____ PHONE # _____

AUTHORIZED USER OF ACCOUNT: _____

IN SUBMITTING THIS APPLICATION, I AUTHORIZE YOU TO INVESTIGATE MY CREDIT RECORDS. I hereby certify that the forgoing information is furnished to you for the purpose of obtaining credit, and is true and correct to the best of my knowledge and belief. By signing this lease/credit agreement, I have read and agreed to all set forth terms of said agreement.

Picture ID is required before application can be processed. DL# _____ DL# _____

Signature _____ Signature _____ Date _____

Terms: Our terms are net due 10th of each month and all past due accounts are subject to a 1 ½ % service charge per month (annual charge of 18% per base year). Service will be discontinued upon violation of this policy.

ACCOUNT# _____ () CREDIT () CASH APPROVED BY: _____

TANK SIZE _____ SERIAL # _____

ACCEPTED BY: _____ Blount Petroleum Corporation

See reverse side for terms and conditions

LEASE TERMS: Consumer's initial _____

- (1) Consumer agrees to use twice the tank water capacity of listed tank above (_____) gallons per 12 month period. If customer fails to purchase an amount equal to two times the water capacity of the tank, Blount Petroleum Corporation has the option of terminating this Agreement or charging an annual rental sum of \$48.00.
- (2) Neither the consumer nor the property owner will cause or allow gas to be delivered into Blount Petroleum Corporation's equipment covered by this Agreement by anyone other than Blount Petroleum Corporation.
- (3) Blount Petroleum Corporation may make deliveries into the equipment whether or not the Consumer is then present, and Consumer agrees to pay for such deliveries, even though the delivery ticket has not been signed by (or for) the Consumer. (4) Consumer will pay Blount Petroleum Corporation current LP gas price in cash at the time of delivery or in accordance with such credit terms on reverse side.
- (4) Consumer's payments under this agreement do not include charges for installation, connection or disconnection of the rental tank and equipment. In addition to the price of gas and the rental charge for the tank, there will be a charge for labor and materials for tank and equipment installation.
- (5) Consumer and property owner agree that Blount Petroleum Corporation representatives may enter upon the property owner's premises for the purpose of making deliveries of LP gas, for access to equipment into which the gas is to be delivered, for removal of Blount Petroleum's property, in the event of default or termination of this Agreement, and for any other purpose related to this Agreement.
- (6) Consumer will pay during the period of this Agreement, for all loss or damage to LP gas or equipment owned by Blount Petroleum Corporation, except for damage to the leased equipment resulting from ordinary wear and use. The cost of maintenance and repair required by ordinary wear and use will be borne by Blount Petroleum Corporation, subject to notice by customer for the same.
- (7) Blount Petroleum Corporation's LP gas equipment is not to be moved, handled or tampered with in any manner by anyone not authorized by Blount Petroleum Corporation. Blount Petroleum Corporation must be called if maintenance or repair is necessary.
- (8) Blount Petroleum Corporation is not responsible for damage caused by the LP gas or equipment including bulk storage tanks and regulators, as a result of conditions beyond Blount Petroleum Corporation's control. Blount Petroleum Corporation is not responsible for failure to deliver gas in time of shortages, labor unrest, riot or due to conditions beyond Blount Petroleum Corporation's control.
- (9) Deliveries of LP gas will be made by Blount Petroleum Corporation according to a delivery schedule established by Blount Petroleum Corporation. If deliveries shall be made by Blount Petroleum Corporation at other times at the Consumer's request or special circumstances, the Consumer agrees to pay an extra charge for transportation.
- (10) This Agreement is not subject to transfer or assignment by the consumer in any manner and shall be subject to termination by Blount Petroleum Corporation if Consumer ceases to occupy or use the premises to which gas is delivered under this Agreement.
- (11) Either Party may terminate this Agreement at any time, on 10 days advance written notice delivered to the other party, even though without cause specified in this Agreement. In any case where termination by Blount Petroleum Corporation is authorized by this Agreement, or in the event of consumer's failure to comply with any other Agreement with Blount Petroleum Corporation, or if Consumer shall fail to make payment to Blount Petroleum Corporation in accordance with its credit term applicable to Consumer, Blount Petroleum Corporation may terminate either the lease of Blount Petroleum Corporation's equipment or sale of LP gas, or both, without prior notice. This agreement shall terminate upon their filing of either a voluntary or involuntary petition for relief of customer under the Bankruptcy Act.
- (12) Consumer agrees to pay for all gas delivered before termination by Blount Petroleum Corporation or before termination by Consumer on 10 days' advance written notice received by Blount Petroleum Corporation.
- (13) Upon termination, in addition to any other remedy it may have, Blount Petroleum Corporation may adjust or disconnect the equipment to stop withdrawal of LP gas from the tank, repossess Blount Petroleum Corporation's equipment, and repossess and dispose of any LP gas left in the tank as Blount Petroleum Corporation sees fit.
- (14) Rental payments, or portions, thereof, which have been paid for any remaining part of the rental period after termination due to the Consumer's move to another location, will be credited by Blount Petroleum Corporation toward any future equipment rental charges if Blount Petroleum shall within 90 days, provide rental equipment for the Consumer at another location. In addition, the disconnection charge will be credited to a consumer who within 90 days of disconnection becomes a Blount Petroleum Corporation customer at another location. Rental payments made by the Consumer will not be otherwise credited or paid to the Consumer, but will be retained by Blount Petroleum Corporation.
- (15) The Consumer will pay all costs incurred by Blount Petroleum Corporation to enforce any of the provisions of this Agreement, including reasonable attorneys' fees.