

EASTERN PROPANE GAS INC,
No One Delivers Like We Do.®

RETAIL PROPANE SUPPLY AND EQUIPMENT AGREEMENT
UNDERGROUND TANK ADDENDUM

This is an Addendum to Eastern's Retail Propane Supply and Equipment (the "Agreement"). Eastern delivers Propane and provides Equipment to Customer pursuant to the Agreement. Eastern and Customer want to provide for certain terms that are different from those set forth in the Agreement. The terms of this Addendum control over any conflicting terms of the Agreement; but all terms and conditions of the Agreement not expressly revised under this Addendum remain in full force and effect and Customer accepts all such terms and conditions. Capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Agreement. Accordingly, Eastern and Customer agree that the Agreement is amended as follows:

TERM: The initial term of the Agreement is for five (5) years commencing on 9.29.15 (date). After the initial term, the Agreement will automatically renew for successive one (1) year terms, provided that either party may terminate the Agreement at the end of the initial term or any subsequent renewal term by giving written notice to the other party at least thirty (30) days prior to the expiration of the then current term.

TANK COST AND RELATED EXPENSES: The propane tank (the "Tank") included with the Equipment at the Location is located underground. Customer agrees that if for any reason Eastern is required to excavate the tank (including, but not limited to, for removal, repair, recertification, relocation, or replacement but not including any replacement of a defective Tank provided by Eastern), then Customer shall pay to Eastern any and all costs and expenses of excavation, removal, replacement, relocation, backfill and finished grading. Upon termination of the Agreement for any reason if (a) the Tank cannot be removed and recovered by Eastern or it is commercially impractical to do so, or (b) Customer desires to transfer the Tank to a new propane supplier, then Customer shall pay to Eastern the sum of \$ 1895.00 for the Tank and, upon payment by Customer, title to the Tank shall transfer to Customer (or if Customer elects, the new propane supplier). Any transfer of the Tank by Eastern shall be "AS IS" without express or implied warranties of any kind, all of which are hereby disclaimed and excluded.

NON-RECOVERABLE COSTS: In the event the Agreement terminates for any reason prior to the end of the initial term set forth above, other than by reason of any uncured default by Eastern under the Agreement, then Customer shall pay to Eastern the sum of \$ 0 to compensate Eastern for its non-recoverable costs and expenses in providing the Equipment to Customer for the initial term.

OTHER SPECIAL TERMS:

EASTERN and CUSTOMER have executed this Special Terms Addendum as of _____ 20 _____

CUSTOMER:

EASTERN PROPANE GAS, INC.:

By: _____

[Handwritten Signature]