

GENERAL TERMS AND CONDITIONS

IMPORTANT NOTICE

Dear valued Bosselman Energy customer:

In Bosselman Energy's effort to provide you the highest quality service at most competitive prices, Bosselman Energy continues to implement policies and procedures to service you in a timely and efficient manner. Given the number of locations we have established to serve you, we believe it is important and necessary to ensure that our terms of service are consistent in all locations. This will allow us to administer all accounts more efficiently and provide you with the highest quality customer service. We value our relationship with each and every one of our customers and therefore we have created the updated General Terms and Conditions set forth below to provide to you a clear and comprehensive explanation of our terms of service. We look forward to continuing to be your propane supplier for many years to come.

The Bosselman Energy updated General Terms and Conditions are set forth below. Please read this Notice and keep it in a safe place with your other important records. This Notice will modify all prior agreements and will govern your relationship with Bosselman Energy after the updated General Terms and Conditions become effective.

For most residential Customers, the updated General Terms and Conditions will become effective thirty days after the date of this Notice. For Customers with agreements requiring more than 30 days' notice, the updated General Terms and Conditions will become effective on the earliest date after the expiration of the notice period required by the agreements. For Customers with agreements that cannot be modified in this manner, this Notice will serve as a notice of termination and an offer to do business under the updated General Terms and Conditions set forth below, and the updated General Terms and Conditions will become effective on the earliest date after the termination unless you notify the Company in writing within thirty (30) days after your receipt of these Terms and Conditions and terminate service. Notwithstanding any termination, all propane storage tank or cylinder, regulator(s) and related equipment owned by the Company in Customer's possession will remain the property of the Company. Because these General Terms and Conditions are subject to change as set forth in the General Terms and Conditions we suggest that you regularly visit our website at www.bosselmanenergy.com in order to view the current General Terms and Conditions or call our office (308-381-6900) to obtain a copy.

THE BOSSELMAN ENERGY PROPANE SAFETY BULLETIN (THE "SAFETY BULLETIN") IS INCLUDED WITH THESE UPDATED GENERAL TERMS AND CONDITIONS AND ARE A PART OF THESE UPDATED GENERAL TERMS AND CONDITIONS. YOU AGREE THAT YOU MUST FOLLOW ALL OF THE INSTRUCTIONS IN THE SAFETY BULLETIN. IF YOU DO NOT HAVE THE SAFETY BULLETIN, YOU SHOULD CALL THE LOCAL BOSSELMAN ENERGY LOCATION OR 308-381-6900 AND REQUEST ANOTHER COPY.

GENERAL TERMS AND CONDITIONS

1. Purchase and Sale. Company shall sell to Customer, and Customer shall purchase from Company, on an exclusive basis, all propane required by Customer ("Product") during the term as set forth herein "subject to these terms and conditions ("Terms and Conditions" sometimes "this Agreement") and any other Company contracts, equipment lease agreements, policies, Schedules of Current Fees, or documents provided to Customer (the "Documentation"). The Documentation may be revised by Company in its sole and absolute discretion. Notwithstanding that you do not sign these Terms and Conditions, they will constitute a contract that will be deemed accepted by you when one of the following first occurs: (1) you request or accept delivery of propane, service, or equipment from us; or (2) you permit Company Equipment (as defined herein) to remain on your property for more than thirty (30) days after your receipt of these Terms and Conditions; or (3) you do not notify the Company in writing within thirty (30) days after your receipt of these Terms and Conditions and terminate service.

2. Equipment.

- If propane storage tank(s) or cylinders ("Tank" or "Tanks" as applicable), regulators and related propane distribution equipment ("Equipment") are required to be provided by Company in connection with its provision of propane distribution services, then Customer shall lease such Equipment ("Company Equipment") from Company and Company shall provide and install such Company Equipment at the Premises. Customer agrees to pay Company annual rent during the period the Company Equipment is used. The amount of the rent can vary by geography and may be affected by, among other things, the size of the Tanks and the Customer's actual annual usage. The Company reserves the right to change-out the Company Equipment if Customer's propane

usage changes or to remove the Company Equipment during periods of non-usage. The Company further reserves the right to prorate the annual rent monthly and bill the Customer monthly for such prorated rent.

- If Customer owns any Equipment (“Customer Equipment”), then title to and ownership of Customer Equipment shall at all times remain with Customer and neither Customer nor any third party shall acquire any right or interest therein (except Customer’s use permitted hereunder). Customer is required to maintain the Customer Equipment to ensure that complies with all safety standards. Company reserves the right to inspect Customer’s external system for delivery of Product, including external components such as Customer’s tank, regulators and vents (excluding exhaust vents for products of combustion) (the “System”). The purpose of any such inspection is to determine whether Company believes your System is safe and adequate for the storage of Product. If Company chooses to deliver Product to Customer, Company may require Customer to upgrade the System to meet all safety standards. By inspecting the System, Company makes no representation or warranty to Customer concerning the safety or adequacy of the System. Customer is responsible for any loss or damage caused by the System. Customer is required to maintain and pay all expenses for maintaining the System and all hoses, meters or other equipment which are part of your System. If Company determines that the System is no longer adequate for delivery of Product, Company will terminate service. If inspections, testing or repairs are required by applicable federal, state or local laws, regulations or ordinances (“Applicable Laws”), you will be responsible for the cost and completion of all such work and for property repair, including landscaping costs, if any, related to such work.
- Company shall have access at all times to the Premises for all purposes necessary to carry out the provisions of these Terms and Conditions (including, without limitation, entering the Premises to install, maintain or remove Equipment) without risk or liability for trespass. After installation, Company may substitute or adjust Equipment as it determines, in its sole discretion, at Customer’s sole cost and expense. Only Company’s employees, authorized contractors or representative(s) shall be permitted to connect, disconnect, access, change, remove, fill, alter, tamper with or attempt to service Equipment, and Customer shall ensure that no other party shall do any of the foregoing.

3. Fees, Rates and Charges. Customer shall pay Company, as invoiced by Company all Product charges according to Company’s established price on the date of delivery and any Minimum Annual Purchase amounts pursuant to Section 7. Company reserves the right to set its daily price for Product and to vary that pricing among its Customer types at its sole discretion. All Customers may obtain their current daily price by calling their local branch. Customer shall also pay, as invoiced by the Company the following fees and charges up to and including the maximum amount shown on the Schedule of Current Charges shown below. These fees and charges are not government-imposed and are set by us in our discretion. However, not all fees and charges may be applicable to you depending on your service level and location. Hourly rates vary by geographic region. All fees and charges can vary among our locations but will not exceed the maximum charge listed below. Contact your local office or call the Customer Service number for the amount of these charges and fees charged in your service area:

SCHEDULE OF CURRENT CHARGES*

FEE	MAXIMUM CHARGE	EXPLANATION
Equipment Installation Fee	Defined in the installation Documentation between Company and Customer	for labor and material and a maintenance fee for all taxes, permits and fees incurred related to Equipment and Product at the Premises
Regulatory Compliance Charge (RCC)	\$4.95 per Delivery	helps to offset a portion of the cost Company incurs to comply with federal, state and local government regulations, including, but not limited to, hazardous materials, homeland security, emergency preparedness and workplace safety.
Late Charges	Currently 15.99% annually of the average daily balance, whichever is greater. Where applicable, you agree to pay all collection costs including our reasonable attorney’s fees.	assessed when a Customer does not pay his/her bill within the terms established and is designed to recover collection and related costs and expenses incurred by Company
Service Work Charges	Hourly rate	labor and material fees necessary to adjust, modify or correct Equipment or its installation if Customer constructs or allows a modification of the Premises or appliance installation that places Equipment or its installation out of compliance of applicable laws or codes (for which Customer shall give Company at least 7 days prior written notice)

Leak Check	\$50 or as agreed upon by the Company and Customer in the Documentation	inspection of propane delivery system including the Tank, regulator and piping, excluding appliances
Tank Rent	Varies based on Tank size and geographic location	annual charge for use of Company Equipment which at the discretion of the Company may be prorated and billed monthly
Minimum Use Fee	\$75.00 per Tank per Year	imposed on Customers utilizing Company Equipment who fail to purchase Minimum Volume Requirement
Cancellation Fee	\$95.00 per Tank	charge for termination by Customer prior to the end of the current term or if Customer switches suppliers without giving Company price per gallon match opportunity as set forth in Section 4 below or if default by Customer of Customer's obligations
Tank Delivery/Removal Fee	\$75	labor associated with disconnecting service or removing equipment when a Customer terminates service. This includes all aspects of the administrative process necessary to close the account
Tank Pump Out Fee	Hourly rate	Company is prohibited by law from transporting a Tank when it contains a quantity of propane in excess of five percent of the Tank's water capacity. This charge defrays the cost associated with pumping out a Tank that contains in excess of five percent, and returning the Tank to Company's inventory. Customers can avoid this charge by continuing service with Company until the supply of propane in the Tank is less than five percent.
Off Route Delivery Charge or Special Delivery Charge	\$50.00 per delivery	Customer requests an off route delivery during normal business hours.
Emergency Delivery Fee	\$125.00 per delivery	Customer requests a delivery after normal business hours.
Hourly Rate	\$75.00 per hour per person	Labor rate for work such as installation, tank pump out, repair or removal of tank, piping Equipment unless otherwise agreed between Company and Customer on a work order.

*The above fees and charges are in effect as of the date of this agreement are subject to change by Company in its sole and absolute discretion, depending upon, among other things, the volume of propane purchases, ownership of equipment, regional market and competitive conditions and FOB price to Company. Because these fees and charges are subject to change, we suggest you regularly visit our website at www.bosselmanenergy.com in order to view a list of our most current fees and charges, or that you call 308-381-6900 to speak with a Customer Service Representative.** See bosselmanenergy.com or eia.doe.gov for details. The Company, in its sole discretion, may require Customer to post (and Company shall hold in an interest free account) a security deposit, and Company may apply such security deposit to any amounts owed by Customer to Company at any time (after which Company may, in its sole discretion, require an additional security deposit). Except as otherwise stated herein, all prices, fees and rates due or that may be due are subject to change from time to time throughout this Agreement, as determined by Company, in its sole discretion, depending upon, among other things, the volume of propane purchased, ownership of equipment and competitive conditions. Because these fees and charges are subject to change, we suggest you regularly visit our website at www.bosselmanenergy.com in order to view a list of our most current fees and charges, or that your local location to speak with a Customer Service Representative.

4. **Price Comparison.** Company will have the right to match, within a three cent per gallon variance, the average of a Legitimate Competitor's price per gallon prior to the Customer switching suppliers to a Legitimate Competitor during or at the expiration of the term of this Agreement. Customer shall be permitted to propose such switch in writing, based on their current Product delivery,

delivered to Company, which writing shall be accompanied by documentation of Legitimate Competitor's price per gallon based on that specific delivery of Product for that specific date, type of use and consumption. "Legitimate Competitor" shall mean any retail propane supplier that offers a price per gallon published or otherwise generally offered to retail customers within a 25 mile radius of the Premises that is within five percent (5%) of the average price per gallon of at least five (5) other propane gas competitors delivering propane product within a 25 mile radius of the Premises for the same type of use and consumption. Company's communication to Customer of its intent not to match a Legitimate Competitor's price per gallon must be given in a writing to Customer to be deemed a valid release of Customer's obligation to continue this Agreement, subject to Customer's obligations hereunder that relate to periods prior to such termination or are contemplated to survive a termination of this Agreement. If Customer switches suppliers without giving Company this price per gallon match opportunity, Customer will be in default of this Agreement and subject to the Cancellation Fee outlined in Section 5 of this Agreement. Customer is assumed to accept the price of Product upon payment of any bill issued by Company for Product so delivered and thereafter waives any right to challenge the price for that particular Product delivery.

5. Term. The term of this Agreement shall be one (1) year and shall automatically be renewed for successive 1 year terms at the end of each current term, unless Customer or Company provides written notice of termination at least 10 days prior to expiration of the current term. In the event the Documentation set forth a different initial term, then the duration of the term as set forth in the Documentation shall govern. Notwithstanding the actual date of commencement of this Agreement, the initial renewal one year term of this Agreement shall be deemed to commence on June 1 first following the actual date of commencement. Notwithstanding any provision to the contrary set forth in this Agreement, the Company shall have the right to terminate this Agreement at any time by giving Customer fifteen (15) days prior written notice. Termination by Customer prior to the end of the current term, or default by Customer of Customer's obligations hereunder, constitutes a breach of these Terms and Conditions. Customer agrees that Company's damages in the event of a breach by Customer are difficult or impossible to determine and, therefore, Customer shall pay Company a reasonable estimate of Company's damages, as determined by Company, as well as a Cancellation Fee, as specified in the Documentation or as defined in the Schedule of Current Charges as stated in these Terms and Conditions. Upon termination, Customer shall forfeit to the Company all Product remaining in the Tank for no consideration.

6. Equipment Removal. Prior to removal by Company of any Company Equipment, no person other than Company shall claim or charge any storage or rent for such Equipment. Company may disconnect any appliance or Equipment, regardless of ownership, deemed by Company to be unsafe. Upon termination, Customer shall arrange for a certified third-party provider of Product to promptly perform a leak test as described in NFPA (National Fire Protection Association) 54 and 58 and provide documentation of that test to Company within 10 days of termination.

7. Minimum Usage. If you lease your Tank from us, you agree to purchase from us a volume of Propane at least equal to one and one (1) times the water capacity of your Tank(s) each 12-month period commencing on the first month of each year this Agreement is in effect (the "Minimum Volume Requirement"), unless you have reached a different arrangement with us. If you fail to purchase your Minimum Volume Requirement, we may, at our option either, terminate this Agreement and cease delivery of Propane to you, adjust the daily price of the Propane we deliver to you, charge you a Minimum Use Fee, and/or increase your Tank Rent to reflect your low usage. The maximum charges for Tank Rent and Minimum Use Fees are set forth in the Schedule of Current Charges in Section 3 above. Customer shall be responsible for maintaining at least one (1) week's usage of Product at the Premises at all times. After Customer contacts an authorized Company representative to order Product, Company agrees to provide such Product within a reasonable period of time according to its regular delivery schedule, subject to weather conditions, customer demand and Section 14 hereof. In addition, if Customer should at any time request or refuse a delivery of less Product than is required to fill installed Tanks to their rated capacity, Company shall have the right to assess, and Customer shall pay Company, a Partial-Fill Fee as set forth in the Schedule of Current Charges in Section 3 above.

8. Change of Ownership of Premises. Customer agrees that if Customer sells the Premises where the Company Equipment has been installed, Customer will notify Company, at least 14 days in advance, that the sale is taking place and will notify the buyer that the Company Equipment is owned by the Company. Upon any change in ownership of the Premises, Customer shall advise the new owner of the Premises of these Terms and Conditions, and Company shall not be required to provide a refund to Customer or the new owner for Product sold to Customer once Customer has moved from the Premises. If the new owner does not engage Company for the provision of Product to the Premises, Customer shall be deemed to have terminated this Agreement prior to the expiration of the current term and all termination fees payable hereunder shall apply.

9. Affirmative Covenants. Customer shall: (a) execute and deliver all documents requested by Company to confirm the Company's title and ownership of the Company Equipment; (b) promptly notify Company of any maintenance issues with, damage to or loss of Equipment, changes to the Premises, the addition of appliances or an increase in the total cubic footage using Equipment (including, without limitation, resulting in any water damage or damage to plumbing or other systems at the Premises); (c) properly

maintain all Equipment; (d) request sufficient Product required to fill Equipment to its rated capacity; (e) notify Company 14 days prior to any sale or change in title to the Premises; and (f) maintain at least 1 week's usage of Product in the tank at the Premises at all times.

10. **Negative Covenants.** Customer shall not do any of the following: (a) assign, pledge or otherwise convey any interest in and to the Equipment; (b) damage or lose Equipment; (c) add appliances or increase the total cubic footage using Equipment without notifying Company, in writing, at least fifteen days (15) in advance; or (d) use, manufacture, store, release or dispose of hazardous materials (whether or not on the Premises) on, under or near Equipment.

11. **Indemnification; Limitation of Liability.** Customer accepts the risks inherent in the storage, installation, use, delivery and refueling of Equipment and Product on the Premises and shall indemnify, defend and hold harmless Company and its agents, directors, officers and employees from and against all damages, costs, liabilities, obligations, judgments and expenses, (including, without limitation, Company's attorney's fees, court costs, and the costs of repair, clean-up, abatement or remediation) arising from or relating to (i) the death of, injury to or damage to the property (whether real or personal) of any person, in each case, directly or indirectly, arising or resulting from the use, misuse, storage, delivery, refueling, unauthorized service, installation, maintenance, lack of maintenance or removal of Equipment (including underground tanks and piping) or Product, including, without limitation, those damages and injuries resulting from or caused or effected by Customer's actions or inactions, a third party or an act of God, except to the extent such damage or injury is directly caused by Company's gross negligence or willful misconduct; (ii) Customer's breach of any provision of these Terms and Conditions; (iii) the existence, use, manufacture, storage, release or disposal of hazardous materials by any person (whether or not on the Premises) on, under or near Equipment; (iv) the lack of or inadequate warning materials contained in the Product (including improper or inadequate amounts of odorization, improper use or type of odorant or "odorant fading"), Customer's improper training or monitoring of its warning or training programs respecting odorization and/or the lack of warning on supplemental warning systems (such as gas detectors); and (v) any return or repossession of Equipment by Company or its designee, except to the extent directly caused by Company's gross negligence or willful misconduct. Customer agrees that it is Customer's sole and exclusive responsibility to monitor the propane usage and to request a delivery at least seven (7) business days in advance in order to prevent an out-of-gas situation. Company will not be responsible for any damages that may result from an out-of-gas situation, including personal injuries or damage of any kind to property caused by or related in any way to the exhaustion of propane supply, including, but not limited to, frozen pipes or water damage. Customer acknowledges that it is Customer's responsibility to monitor propane levels. Company shall not be responsible for damage to the Premises or other property of Customer or any other person due to Product supply interruption caused by Customer's failure to notify Company of modifications to the Premises, the addition of appliances, increase in living unit size, Customer's request for less Product than is required to fill Tanks to full capacity or its breach of Section 9(f) above. In no event shall Company be liable to Customer or any other person for any special, incidental, consequential or punitive damages arising out of these Terms and Conditions, whether under a theory of tort, contract, product liability or otherwise, even if advised of the possibility of such damages and even if such damages could have been reasonably foreseen. CUSTOMER ASSUMES THE RISK OF ALL LOSS OR DAMAGE TO, AND LOSS OR DAMAGE CAUSED BY, THE PREMISES, THE EQUIPMENT AND/OR THE PRODUCT, EXCEPT TO THE EXTENT DIRECTLY CAUSED BY COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. **DISCLAIMER OF WARRANTIES.** COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE, TANK, CYLINDER, AND/OR RELATED EQUIPMENT OR SERVICE SUPPLIED OR PERFORMED UNDER THESE TERMS AND CONDITIONS OR ANY PRIOR AGREEMENT OR UNDERSTANDING, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES (CT, KS, ME, MS, NH, WA, AND WV) DO NOT ALLOW THIS EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMERS IN THOSE STATES.

13. **Insurance.** Customer shall obtain and keep in force during the entire term of these Terms and Conditions, homeowners' and other appropriate hazard insurance (at commercially reasonable maximum coverage amounts) with respect to the Premises and the use of Product and Equipment thereon.

14. **Unforeseeable Interruptions.** Company's obligation to perform under these Terms and Conditions shall be excused due to floods, fire, war, accidents, labor disturbance or any condition preventing safe access to Equipment and any other causes beyond its control.

15. **Arbitration.**

A. **Agreement to Arbitrate.** Customer agrees that any claim, dispute or controversy, whether in contract, tort (intentional or otherwise), including without limitation, product liability, property damage, personal injury claims, or claims based on strict liability, whether pre-existing, present, or future, and including constitutional, statutory, common law, regulatory, and equitable claims in any way relating to (a) the Service; (b) any Company Equipment or equipment sold to you by us; (c) this Agreement; (d) Propane

delivered or sold by us; or (e) the Safety Bulletin, advertisements, promotions, or other brochures or writings prepared by us in any way relating to the Product or this Agreement and/or the relationship between Customer and Company, including the validity, enforceability, or scope of this Section or any part thereof (collectively, a "Claim") shall be resolved, upon the election of either Customer and Company, by binding arbitration.

B. **Process for Arbitration.** Arbitration will be governed by this Section 15 and the applicable rules of JAMS/Endispute in effect at the time the Claim is filed. The Claim shall be heard by a panel of three (3) independent arbitrators. Each party shall appoint one (1) arbitrator within sixty (60) days of the initiation of the arbitration proceeding, and the third impartial arbitrator must be an attorney with more than ten (10) years experience or a judge or retired judge and be appointed appointment of the arbitrators appointed by the parties. The arbitration shall take place in the state in which service is provided to Customer. In the event of a conflict between this Section 15 and the rules of the arbitration administrator, this Section 15 will govern. This Section 15 shall not apply to (i) Claims for payment of amounts due for Product purchases or equipment rental, including all applicable fees, late payment charges, returned check charges, and collection costs or (ii) to any Claim which you could bring as an individual in a small claims court or an equivalent court. C. **No Class Action.** No class actions or joinder or consolidation of claims with other persons are permitted in the arbitration without the consent of both you and us. The arbitration administrators selected pursuant to Section 15.B above are authorized to arbitrate disputes as to any Claim brought by Customer against Company or by Company against Customer and, without our consent, are not authorized to arbitrate any similar or identical claims brought by other persons.

16. **Assignment; Successors.** Customer shall not assign this Agreement in any respect, by operation of law or otherwise, without Company's prior written consent. This Agreement shall be binding upon the heirs, administrators, successors and permitted assigns of the parties hereto. Customer represents that it has obtained all necessary approval from all applicable parties to legally bind Customer to the terms of this Agreement.

17. **Modifications.** Company may modify these Terms and Conditions, at any time and in its sole discretion, by providing Customer written notice of such changes (other than fees, rates, and charges, which may be changed without prior notice). Unless otherwise provided, the modified terms will take effect after thirty (30) days of notice. If any modification is unacceptable to Customer, Customer's sole recourse is to terminate this Agreement. Customer's failure to terminate this Agreement within thirty (30) days after notice of such changes shall constitute Customer's binding acceptance and agreement to the modification. Subject to the foregoing provisions in this Section 16, all other modifications hereof must be approved in writing by Customer and Company. The notice of change may be in the form of a bill insert or other written notification. By accepting delivery of propane or by paying any fees, rates, or charge, Customer will be deemed to have agreed to the change(s). These Terms and Conditions may not be modified orally.

18. **Miscellaneous.**

(a) Any provisions of these Terms and Conditions deemed unenforceable by a court of competent jurisdiction shall be modified and/or deleted, only in that court's jurisdiction, to maintain the enforceability of these Terms and Conditions in a manner that best preserves the intent and purposes of the parties. This Agreement constitutes the entire Agreement and shall supplement all prior agreements between the parties hereto. In the event of a conflict between the terms of this Agreement, the terms of any Documentation or any other prior agreement between Company and Customer either directly or through assignment, the terms and conditions of this Agreement shall prevail.

(b) The obligations of Customer under Sections 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 18, of this Agreement shall survive the expiration or termination of this Agreement for any reason.

(c) If Customer fails to perform any of its obligations under this Agreement, Company shall have the right to seek, in addition to monetary damages, any equitable remedy, including, without limitation, an action for specific performance or injunctive relief to effect such performance and Customer shall pay to Company upon demand all reasonable costs and expenses of Company in connection therewith (including reasonable attorneys' fees and court costs where such recovery is not otherwise prohibited by law).

(d) THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE STATE OF NEBRASKA.

(e) All notices shall be deemed given within 3 business days after deposited in the mail unless such party has notified the other that its address has changed.

(f) THIS AGREEMENT IS A "FORWARD CONTRACT" AND COMPANY IS A "FORWARD CONTRACT MERCHANT."

(g) The terms of this Agreement shall also apply to sales of refined fuel products and in such instances, the term "Product" shall refer to the applicable refined fuel product being sold to Customer.