ALLIANCE ENERGY SERVICES, LLC
GENERAL TERMS AND CONDITIONS
FOR WHOLESALE PROPANE SALES

1. **DEFINITIONS**

1.1 As used herein, the following terms shall have the following meanings:

1.1.1 AGREEMENT shall mean these General Terms and Conditions and any Transaction Confirmations entered into between the Parties following the execution hereof.

1.1.2 BUYER shall mean the party purchasing and receiving Product.

1.1.3 CONFIRMATION DEADLINE shall mean three (3) business days from the date Buyer receives the Transaction Confirmation.

1.1.4 CONFIRMED DESTINATION shall mean the final destination of the Product specified in the applicable Transaction Confirmation.

1.1.5 CONFIRMED PRICE shall mean the purchase price for the Product specified in the applicable Transaction Confirmation.

1.1.6 CONFIRMED QUANTITY shall mean the quantity of the Product specified in the applicable Transaction Confirmation.

1.1.7 FOB POINT shall mean the geographic location(s) of the Product's origin, as specified in the Transaction Confirmation, at which point delivery of Product, determined as provided in Section 3, shall be deemed to have occurred under this Agreement.

1.1.8 OVER-LIFT shall mean the act of Buyer pulling a quantity of Product in excess of the scheduled Confirmed Quantity for the Time of Delivery set forth in the Transaction Confirmation.

1.1.9 PARTIES shall mean Buyer and Seller collectively.

1.1.10 PARTY shall mean Buyer and Seller individually.

1.1.11 PRODUCT shall mean propane.

1.1.12 SELLER shall mean Alliance Energy Services, LLC, a Minnesota limited liability company with its principal place of business in Kansas City, Missouri.

1.1.13 TAKE OR PAY shall mean Buyer's obligation to pay for the total Confirmed Quantity of Product set forth in the Transaction Confirmation which the Seller has made available for delivery regardless of whether Buyer takes all, some or none of the Product within the Time of Delivery set forth in the Transaction Confirmation.

1.1.14 TERM shall mean the period beginning on the earlier of the date of Buyer's execution hereof or the date Buyer takes possession of Product from a Seller facility or any other facility at which Buyer takes possession of Product from the account of Seller and ending upon the completion of all Transactions contemplated under the Transaction Confirmations delivered in accordance herewith.

1.1.15 TIME OF DELIVERY shall mean each time period during the Term of this Agreement as specified in the Transaction Confirmation during which Seller is obligated to tender Product for delivery to Buyer.

1.1.16 TRANSACTION shall mean an irrevocable Take or Pay agreement and any amendment or modification thereof made in accordance herewith for the purchase of Product by Buyer from Seller and sale of Product from Seller to Buyer to be performed hereunder as evidenced by a Transaction Confirmation or Oral Agreement.

1.1.17 TRANSACTION CONFIRMATION shall mean a written notice confirming the specific terms of a Transaction.

1.2 All references in this Agreement to "dollars" or "$" are to lawful money of the United States. All payments required to be made under this Agreement shall be made in the United States currency.

2. **TRANSACTIONS**

2.1 The Parties will use the following procedure to establish the terms of a Transaction. Any Transaction may be effectuated in a telephone conversation with the offer and acceptance constituting the agreement of the Parties. The Parties shall be legally bound from the time they so agree to Transaction terms and may each rely thereon. Any such Transaction shall be considered a "writing" and to have been "signed" ("Oral Agreement"). Notwithstanding the foregoing sentence, the Parties agree that Seller may confirm a telephonic Transaction by sending the Buyer a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means; provided that the failure to send a Transaction Confirmation shall not invalidate the Oral Agreement of the Parties. If Buyer does not contest a Transaction Confirmation by the Confirmation Deadline, it shall be deemed binding on the Parties. In the event of a conflict among the terms of (i) a binding Transaction Confirmation and (ii) an Oral Agreement which may be evidenced by a recorded conversation, the terms of the Transaction Confirmation shall prevail.

The Parties acknowledge and agree that either Party may electronically record all telephone conversations with respect to Transactions under this Agreement and hereby consent to such recordings (on behalf of themselves and their agents and employees) without requiring any special or further notice to the other Party. Each Party shall obtain any necessary consent of its agents and employees to such recording and shall indemnify and hold harmless the other Party for any damages arising out of its failure to do so. The Parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Agreement.

Notwithstanding the foregoing, any transaction with a Time of Delivery exceeding 10 days shall be binding only upon delivery of a binding Transaction Confirmation pursuant to this Section 2.1.

In the event of any inconsistency between the Transaction Confirmation and the terms of this Agreement, then, except for the provisions of Article 3, below, the terms of the Transaction Confirmation shall govern.

2.2 This Agreement shall be deemed binding as to all Transactions between the Parties upon execution hereof, or in the absence of Buyer's execution, shall be binding if Buyer takes possession of Product from a Seller facility or any other facility at which Buyer takes possession of Product from the account of Seller.

2.3 Except as otherwise expressly set forth herein, this Agreement shall supersede any and all agreements between Seller and Buyer for the sale or exchange of Product.

3. DELIVERY, TITLE, AND RISK OF LOSS

3.1 Title to the product and risk of loss shall pass to Buyer upon delivery at FOB Point.

3.1.1 The FOB Point is the point of origin. Delivery shall be deemed to have been completed:

3.1.1.1 To ships or barges when the Product has passed the vessel's loading flange;

3.1.1.2 To pipelines when the Product has passed the downstream flange of the meter metering the Product for delivery; and

3.1.1.3 To tank cars when the Product has passed the Seller's loading equipment for open hatch deliveries and when the Product enters the tank truck's loading equipment for all other deliveries.

3.2 Buyer may designate Seller as its agent in arranging for freight from the FOB Point to the Confirmed Destination and paying the associated invoices; provided, however, that Buyer shall be liable for all such freight and associated costs for the transportation of Product from the FOB Point to the Confirmed Destination.

3.3 After delivery to the FOB Point has occurred in accordance with Section 3.1.1 above (and regardless of whether Seller's tank cars or tank trucks are utilized), Buyer shall bear all risk of and be solely liable for any loss or damage caused by or attributable to said Products, or to their transportation, care, handling, resale or use and shall indemnify and hold harmless Seller from and against any third party claims relating thereto.

4. QUANTITY

4.1 Product shall be delivered and lifted in accordance with the Confirmed Quantity and Time of Delivery specified in the Transaction Confirmation.

4.2 In the event Buyer Over-Lifts Product beyond the Confirmed Quantity specified in the Transaction Confirmation, Seller may, at its sole option, charge the then current fair market value (in effect at the time of the Over-Lift and as determined by Seller in a commercially reasonable manner) for the excess Product plus additional charges incurred by Seller.

5. FAILURE TO LIFT AND/OR TAKE DELIVERY OF PRODUCT

5.1 Should Buyer fail to lift and/or take delivery, as applicable, of all or any portion of the Confirmed Quantity of Product within the Time of Delivery designated in the Transaction Confirmation, then Buyer shall remain liable for the payment in full of the Confirmed Price for the Confirmed Quantity as set forth in the Transaction Confirmation in accordance with the Take or Pay provisions set forth herein. In addition to any other rights which Seller may have as set forth in this Agreement or otherwise allowed by law, including, but not limited to Seller's rights to sue for specific performance and/or damages arising therefrom, then upon expiration of the Time of Delivery designated in the Transaction Confirmation, Seller shall have the right, but not the obligation to (a) sell all or any portion of the Confirmed Quantity of Product(s) which Buyer failed to lift and/or take delivery ("Remaining Quantity") on terms and at such prices as determined by Seller, in its sole discretion, and (b) collect from Buyer the difference between the aggregate Confirmed Price Buyer agreed to pay to Seller for such Product(s), as set forth in the Transaction Confirmation, and the Net Price (as defined below) Seller receives in connection with the sale of such Remaining Quantity. For the purpose of this Section 5.1, "Net Price" shall mean the gross proceeds received by Seller in connection with the sale of the Remaining Quantity less (i) all of Seller's costs and expenses associated with any such sales(s), (ii) a sales commission equal to five percent (5%) of the gross proceeds of such sale(s), and (iii) any additional fees incurred by Seller arising out of, or in any way connected with, Buyer's failure to lift and/or take delivery of the Remaining Quantity, including, but not limited to, any additional storage and transportation costs.

6. MEASUREMENT

6.1 Measurement shall be done in the manner customarily utilized at the FOB Point in accordance with the following:

6.1.1 On all deliveries into tank cars, the quantity shall be determined by official tank car capacity tables, meters with no vapor return, or by weighing, in accordance with GPA Publications 8162, and 8173 and all revisions thereof.

6.1.2 On all deliveries into transport and tank truck equipment, quantities shall be determined by meter with no vapor return, slip tube, rotary gauging device or weighing, in accordance with GPA Publication 8162, all appropriate GPA and API standards and all revisions thereof.

6.1.3 On all deliveries into pipelines, quantity shall be determined by turbine or positive displacement pipeline meter in accordance with API Manual of Petroleum Measurement Standards.

6.1.4 On all deliveries into ships or barges, quantity shall be determined by hand gauging and record static shore tank measurements, unless otherwise agreed.

6.2 Any turbine or positive displacement meters used for quantity determinations shall be calibrated in accordance with API standards 1101 and 2534.

6.3 All quantities shall be corrected to 60 degrees Fahrenheit and equilibrium vapor pressure of the Product at 60 degrees Fahrenheit.

6.4 Volume and compressibility correction factors shall be determined from referenced API tables or computer programs used to generate these tables.

7. **CLAIMS**

7.1 Any claim, complaint or objection to the quantity or quality of Product delivered to a FOB Point pursuant to a Transaction Confirmation (each, a "Claim") shall be made by Buyer by delivery of written notice (a "Claim Notice") to Seller within twenty-four (24) hours following the time of delivery to such FOB Point (such period, the "Claim Period"). Any Claim for which a Claim Notice is not delivered to Seller within the Claim Period pursuant to the terms of this Section 7.1 shall be conclusively deemed waived by the Buyer and Seller shall have no liability with respect thereto. In the event that Buyer does deliver a Claim Notice to Seller within the Claim Period pursuant to the terms of this Section 7.1, then Buyer shall allow Seller an opportunity to investigate and, if applicable, cure such Claim within a reasonable period following delivery of the Claim Notice to Seller.

7.2 In the case of Claims regarding Product shipped in tank cars:

7.2.1 such Claims must be greater than +/- 2% variance from the measurement at the FOB Point to warrant a Claim;

7.2.2 such Claims must be verified by an unrelated third party;

7.2.3 such Claims must be communicated to Seller before tank car is unloaded; and

7.2.4 Buyer must receive Seller's authority prior to unloading the car.

8. **DEMURRAGE & DIVERSIONS.**

8.1 Buyer shall be solely liable for any demurrage charges for delivery via truck incurred for any reason regardless of the fault of Buyer, Seller, or any third party and shall indemnify and hold harmless Seller from and against any third party claims relating thereto.

8.2 If Seller's tank cars are utilized for delivery, Buyer shall unload such tank cars and return them to the railroad within seventy-two (72) hours following constructive placement at the Confirmed Destination. Buyer shall pay all demurrage charges assessed on Seller as a result of Buyer retaining the car in excess of seventy-two (72) hours. Additionally, Buyer shall pay Seller a detention charge in the amount of $65.00 per car per full or fractional day that the car is detained in excess of 72 hours, unless otherwise specified in writing. Buyer shall not divert any tank cars provided by Seller from their original routing without Seller's prior written consent.

9. **RETURN OF TANK CARS**. Buyer shall cause all tank cars provided by Seller to be returned to the FOB Point or other mutually agreed to location, empty of liquid, in a safe condition and in the same repair in which received by Buyer, ordinary wear and tear excepted, and shall pay any charges incurred by Seller for Buyer's failure to do so.

10. **ODORIZATION**

10.1 Unless otherwise expressly specified in this Agreement (including the applicable Transaction Confirmation), Seller will stench or odorize propane for delivery to domestic reseller accounts to meet minimum odorization standards in effect at the Time of Delivery as stated in the Department of Transportation Code of Federal Regulations, 49 CFR 173.315(b)(1). Buyer covenants and agrees that it will inspect and test the odorant level in any Product required to be stenched hereunder at the time that Buyer receives the product, and again when Buyer delivers the product to a third party. Buyer further covenants and agrees to monitor, and maintain the odorant in any Product required to be stenched hereunder and will not commingle such Product with unodorized propane or with Product containing odorant in concentrations less than those concentrations mandated by law. Buyer recognizes certain conditions may occur WHICH WILL RENDER PROPERLY ODORIZED PROPANE UNDETECTABLE including, but not limited to, the following and agrees to hold harmless Seller from any damages resulting therefrom:

10.1.1 ODORANT MAY FADE over a period of time or if subjected to certain metals or conditions of metal.

10.1.2 ODORANT MAY BE ABSORBED OR ADSORBED by tanks, piping, soil, masonry or other building materials.

10.1.3 STRATIFICATION OF ODORIZED PROPANE may occur, thereby changing the intensity of the odorant at different levels.

10.1.4 SOME INDIVIDUALS LACK A SENSE OF SMELL OR POSSESS A DIMINISHED SENSE OF SMELL.

10.1.5 INDIVIDUALS WITH NORMAL SENSE OF SMELL MAY BE TEMPORARILY PREVENTED FROM DETECTING ODORANT due to certain physical conditions such as allergies, head colds or masking odors.

10.2 SELLER SHALL HAVE NO FURTHER RESPONSIBILITY TO ENSURE THAT THE PRODUCT DELIVERED HEREUNDER REMAINS PROPERLY ODORIZED AFTER DELIVERY TO BUYER.

11. **SAFETY**. Buyer acknowledges receipt of Seller's Material Safety Data Sheet(s) for each Product to be purchased and is aware of known hazards or risks in handling or using such Product. Both Parties shall maintain compliance with all safety and health related governmental requirements concerning Product and shall take steps as are reasonable and practicable to inform their employees, agents, contractors and customers of any hazards or risks associated with Product, including but not limited to dissemination of pertinent information contained in Seller's Material Safety Data Sheet, as appropriate.

12. **PAYMENT**

12.1 Seller shall invoice Buyer for the Product delivered to Buyer, and any other applicable charges as set forth herein, in accordance with the terms set forth in the

Transaction Confirmation. Buyer shall remit the amount due in the manner specified on the Transaction Confirmation. If Buyer fails to remit the full amount payable when due, interest on the unpaid portion shall accrue at a rate equal to the lower of (a) 1.5% per month or (b) the maximum amount allowed under applicable law. If Buyer, in good faith, disputes the amount of any such invoice, or portion thereof, Buyer shall pay to Seller the undisputed portion of the invoice and provide Seller with written, supporting documentation of the disputed amount. Buyer shall be responsible for interest owed on any disputed amount that is not paid by the due date and that is determined to be owed to Seller by a court of competent jurisdiction in accordance with Section 21 below or by way of any other dispute resolution procedure agreed on by the Parties.

12.2 In addition to the foregoing, if Buyer fails to make payment to Seller when due, Seller may suspend further deliveries to Buyer until Buyer's account is brought current, with interest.

13. **TAXES**. All prices set forth herein are exclusive of taxes, fees or charges upon said Product as an incident to or after delivery thereof hereunder. Buyer shall be liable for all taxes, fees and charges incident to or arising after delivery of the Product. Buyer agrees to furnish Seller with satisfactory tax exemption certificates where exemption from applicable taxes is claimed. Any and all Federal & State taxes imposed on the Buyer of Product, and required to be collected and remitted by Seller will be collected and remitted in accordance with the procedures of the taxing authority and such amounts will be added to the amounts otherwise due Seller, further, if Seller is charged for Propane Education & Research Council ("PERC") fees on Product sold hereunder, such fees shall be added to the amounts otherwise due Seller hereunder.

14. **CREDIT**

14.1 Seller may in its sole and absolute discretion grant to and/or revoke from Buyer a[n] [un]secured line of credit for the purchase, sale, and exchange of Product.

14.2 If in Seller's reasonable opinion Buyer's credit becomes impaired or unsatisfactory to Seller, or if Buyer fails to make any payment due Seller, or defaults in any of its material obligations hereunder, in addition to Seller's other remedies available at law and in equity, Seller may suspend deliveries, require prepayment on any or all future deliveries, or, without prejudice or waiver of its other legal remedies, may, at Seller's election, terminate this Agreement.

14.3 Buyer agrees to observe its credit limit in effect at the time of delivery and if that limit is exceeded, to post a letter of credit or prepay if required by Seller.

14.4 Buyer hereby grants to Seller and its assigns a security interest in the Products until the aggregate Confirmed Price set forth in the Transaction Confirmation shall have been fully paid by the Buyer. Buyer agrees that this Agreement shall be a security agreement as defined by the Uniform Commercial Code in effect in the jurisdiction in which the Products are located and that it will execute a financing statement at the request of Seller, in order that Seller or its assigns may record its security interest.

14.5 In addition to any other rights Seller may have under this Agreement or under applicable law, Seller reserves the right from time to time to require Buyer, upon written notice, to post a Margin (as defined below) deposits in the event that the fair market value of the Product (as determined by the Seller in a commercially reasonable manner) becomes lower than the Confirmed Price of the Product set forth in the Transaction Confirmation in an amount equal to [Buyer's available credit less the aggregate fair market value of the Products]. "Margin" shall mean (a) cash or (b) a letter of credit (i) from a bank acceptable to Seller in its sole discretion and (ii) in a form acceptable to Seller in its sole discretion. Such Margin deposit shall count toward payment of the Confirmed Price; provided, however, that in the event of any material breach by Buyer of this Agreement (including the failure to pay any amounts due hereunder), the deposit shall be forfeited by Buyer and Seller shall have no obligation to return it to Buyer.

15. **WARRANTY**

15.1 EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN OR IN A TRANSACTION CONFIRMATION, SELLER EXPRESSLY DISCLAIMS AND NEGATES ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, PERTAINING TO THE PRODUCTS SOLD, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. **LIMITATION OF LIABILITY**. Except as otherwise provided in the Agreement, in no event shall either Party be liable for special, indirect, consequential, incidental, punitive or exemplary damages (including, but not limited to, damages for loss of business, profits, business interruption, and the like) arising out of the use or the inability to use the Product delivered hereunder. In any event, each Party's liability shall be limited to the price of the Product received by Seller hereunder.

17. **INDEMNITY**. Each Party shall indemnify, defend and hold the other harmless from and against any and all losses, damages, liabilities, expenses and costs including reasonable attorney's fees and costs of collection resulting from or related to any and all demands, claims and causes of action asserted against the other by any person (including without limitation the Parties hereto and their customers, employees, agents, assigns, contractors, suppliers and employees of such agents, assigns, contractors, and suppliers) for personal injury or death, for loss of or damage to property, or fines or penalties resulting from or related to the acts, omissions or willful misconduct of the indemnifying Party, or its respective agents, employees, subcontractors or assigns, in connection with the performance or subject matter of this Agreement.

18. **FORCE MAJEURE.**

18.1 Seller shall not be liable for any loss or damage of any kind or for any consequences thereof resulting from delay or inability to deliver caused by strikes, lockouts, fire, theft, shortage, inability to obtain materials or shipping space, breakdowns, delays of carriers, manufacturers, or suppliers, acts of God, governmental statutes, proclamations or regulations, riot, civil commotion, war, malicious mischief, receipt of necessary information from Buyer, or by any cause beyond Seller's reasonable control (collectively, "Force Majeure Events").

18.2 Seller will not be entitled to rely on this provision unless prompt notice is given to Buyer specifying the cause of the delay or non-performance and unless Seller attempts to rectify as soon as possible such cause, except that (a) the settlement of labor disputes or strikes will be in the sole discretion of Seller; (b) Seller will not be obligated to purchase alternate replacement Product to supply to Buyer; and (c) Seller will not be required to mitigate by agreeing to an alternative mode of transportation or alternative FOB Point.

18.3 The obligations of Seller shall be suspended during the continuance of the Force Majeure Event. As soon as reasonably practical after the Force Majeure Event has ended, Seller shall ship the Confirmed Quantity, on the same terms as set forth in this Agreement.

18.4 This Section 18 will not excuse Buyer from its obligation (a) to pay for Product that has been delivered under this Agreement or (b) to receive and pay for Product that was to have been delivered during the continuance of the Force Majeure Event (but for the occurrence of the Force Majeure Event) or after the Force Majeure Event has ended.

19. **REMEDIES ON DEFAULT**.

19.1 In the event Buyer defaults in its performance of any of the terms and conditions of this Agreement or a petition for bankruptcy is filed by or against Buyer, then, to the extent permitted by applicable law, Seller shall have the right to, without demand or legal process, and Buyer hereby authorizes Seller's agents to, enter into the premises where the Products may be found and take possession and remove the same. Buyer specifically waives any claim or right of action for trespass or damages in connection with Seller's exercise of such right. Seller shall have the right to sell, lease or retain the Products in complete or partial satisfaction of any outstanding claim and to retain all prior payments in respect of the purchase price for the Products made hereunder. Notwithstanding the taking of possession by Seller of the Products, Buyer shall remain liable for the aggregate Confirmed Price set forth in the Transaction Confirmation together with the expenses of retaking, storage, repairing and reselling of the Products. All remedies of Seller hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or consecutively and jointly or severally, and the exercise of any one remedy shall not be deemed to be an election of such remedy to preclude the exercise of any other remedy. No failure on the part of Seller to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Seller of any right or remedy hereunder preclude any other or further exercise of any partially exercised right or remedy.

19.2 The Parties acknowledge that this Agreement constitutes a forward contract and Seller is a forward contract merchant for purposes of Section 556 of the U.S. Bankruptcy Code. Without limiting any other rights that may be available to Seller, in the event that Buyer (a) is the subject of a bankruptcy, insolvency or other similar proceeding, (b) fails to pay its debts generally as they become due, or (c) fails to give adequate security for or assurance of its ability to perform its obligations under this Agreement (including any Transaction Confirmation) within 48 hours of a reasonable request thereof: Seller shall have the right, exercisable in its sole discretion and at any time, to liquidate this Agreement (including any Transaction Confirmation) by declaring this Agreement (including any Transaction Confirmation) terminated (whereupon it shall automatically be terminated, except for the payment obligation referred to below). Seller shall calculate the difference, if any, between the Confirmed Price and the fair market value for the Products (as determined by the Seller in a commercially reasonable manner at a time or times reasonably determined by Seller), and shall aggregate market damages. This amount shall be aggregated with any other amounts owed by Buyer under this Agreement (including any Transaction Confirmation) to a single liquidated settlement payment (the "Liquidation Payment"). Seller shall promptly notify Buyer of the amount of such Liquidation Payment, which shall be due and payable from Buyer upon demand therefor.

20. **MISCELLANEOUS**

20.1 ASSIGNMENT. Buyer may not assign this Agreement without the written consent of Seller, which consent shall not be unreasonably withheld. Otherwise the terms and conditions hereof shall extend to and be binding upon the respective Parties and their successors and assigns.

20.2 ENTIRE AGREEMENT. This Agreement (including any Transaction Confirmation) sets forth the entire agreement between the Parties regarding the subject matter hereof, superseding any and all previous agreements, proposals, representations or statements, oral or written. Except as expressly provided herein, this Agreement may be changed only by mutual agreement of the Parties in writing and executed by persons with authority to enter into such Agreements.

20.3 WAIVER**.** The failure of either Party at any time to insist performance by the other Party of any provision hereof shall not affect in any way the full rights to require such performance at any time thereafter. The waiver by either Party of a breach of any provision hereof shall not be taken, construed, or held to be a waiver of the provision itself or a waiver of any breach thereafter or any other provision hereof.

21. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and construed according to the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri, and the Parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Missouri.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

I have received a copy of and agree to the General Terms and Conditions of Alliance Energy Services, LLC.

BUYER:

By:_____

Company: _____

Street Address:_____

City:_____State_____Zip____

Date:_____

SELLER:

Alliance Energy Services, LLC

By:_____

Date: _____