

**Grouper Energy LLC DBA Emery Oil Co ("Emery")
Service Application and Terms of Service**

Payment Terms and Conditions: Customer shall pay all invoices in full by the due date on the invoice. Emery shall have the right to refuse service to Customer if Customer fails to make timely payment on all invoices. Finance charges of 1.5% per month (18% annually) shall accrue on all balances over thirty (30) days past due. Customer shall be liable to Emery for all costs (including attorney's fees) incurred by Emery in pursuing collection of Customer's delinquent balance. All disputes pertaining to or arising from the provision of product by Emery to Customer and/or the payment therefore by Customer, shall be governed by the laws of the Commonwealth of Pennsylvania and venue shall be in of York County, Pennsylvania. Customer consents and submits to the jurisdiction of such Court and waives the right to seek a change of venue to any other court.

Product Orders/Pricing: All product orders are subject to approval by Emery. Product pricing, fees, and charges are established by Emery in its sole discretion and subject to change without advance notice to Customer. If Customer and Emery enter into a fixed/cap/pre-buy pricing contract, separate written confirmation thereof will be provided to Customer by Emery. If Customer and Emery enter into a loaned equipment agreement, separate written confirmation thereof will be provided to Customer by Emery, the failure of Customer to sign and return said agreement will not release Customer from the terms, conditions and fees set forth within said agreement.

Additional Terms for Residential Heating Oil Service

Customer Representations: Customer represents and warrants to Emery that: 1) All information provided to Emery is true, accurate and complete; 2) Customer has accurately represented the capacity of the heating oil storage tank; 3) the heating oil storage tank, associated piping, lines, and containment (collectively, the "Tank") is in good condition and suitable for the storage of heating oil; 4) the Tank and Customer's use thereof comply with all governing Federal, State, and local laws, rules, and regulations.

Customer covenants and agrees that it is solely responsible for the inspections and maintenance of the Tank, and shall immediately notify Emery of any defects, flaws, or conditions that would render the Tank unsafe, unsuitable, unusable, or not sound for the storage of heating oil. Emery shall not have any responsibility for Tank inspections, maintenance, or upkeep. Customer, as owner or operator of the Tank, expressly assumes all risk of and responsibility for Tank failure and/or the leakage of product from the Tank.

Customer covenants and agrees to indemnify, defend, and hold Emery, its owners, directors, officers, employees, agents, successors and assigns harmless from any and all claims, demands, actions, causes of action, suits, damages, liabilities, obligations, costs and expenses (including reasonable attorney's fees) asserted against, incurred and/or suffered by Emery as the result of the inaccuracy of any of Customer's representations set forth in this document, the negligent action or inaction of Customer, the structural failure of the Tank, and/or the leakage of any product from the Tank.