

9. Customer may authorize or revoke authorization of individuals to charge to Customer's account with Peak to Peak Propane, LLC by providing Peak to Peak Propane, LLC written notice of such authorization or revocation. Such authorization shall be deemed to have been made by Customer if Customer does not object to any charges made to its account, by any person otherwise authorized, within two months after Peak to Peak Propane, LLC mails the first statement containing any such charges to Customer.

10. **WARNING:** Peak to Peak Propane, LLC may change from time to time any or all of the terms of this Credit Agreement, including, but not limited to, changes to the **Due Date** or the **Finance Charge**. Notice to Customer of any such change shall be in writing and mailed general delivery to Customer's last known address and shall be mailed once a month during the two months prior to any such change. The incurrence by Customer, or any other person authorized by Customer, of any further indebtedness, including, but not limited to, any **Finance Charges** accrued on Customer's account, shall constitute acceptance of the change by Customer.

11. Unless Peak to Peak Propane, LLC otherwise notifies Customer, Peak to Peak Propane, LLC does not take a security interest in any goods, merchandise, or materials purchased by Customer. However, purchases made or services obtained and charged to Customer's account shall be secured by a security interest and lien in any certificates of indebtedness, or notes, Customer has with Peak to Peak Propane, LLC. Customer may not offset any such investment with Peak to Peak Propane, LLC, except as otherwise provided in the bylaws of Peak to Peak Propane, LLC or as otherwise agreed to in writing with Peak to Peak Propane, LLC.

12. This Credit Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the undersigned and shall inure to and may be enforced by Peak to Peak Propane, LLC, its successors and assigns.

13. The agreements and covenants set forth within this Credit Agreement are severable, and in the event any of them shall be held to be invalid by any competent court, this Credit Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein. As used herein and where the context so requires, the singular form of a word includes both the singular and plural and plural form of a word includes both the plural and the singular.

14. Do not sign the Credit Agreement before you have read it, or if it contains blank spaces. You are entitled to an exact copy of this Credit Agreement when you sign it.

15. Customer certifies, swears and affirms, that the information provided in the Application for Convenience Credit and any financial statements given Peak to Peak Propane, LLC is true and correct.

16. **NOTICE:** Co-signers understand and agree to pay any indebtedness incurred, pursuant to the terms of this Credit Agreement, by Customer or those authorized by Customer, although they may not personally receive any goods, merchandise, materials, or services. Co-signers may be sued for payment although the person who receives the goods, merchandise, materials, or services is able to pay.

17. Customer may be liable for unauthorized use of any card issued by Peak to Peak Propane, LLC. Customer will not be liable for unauthorized use that occurs after Customer notifies Peak to Peak Propane, LLC at the address or telephone number provided on Customer's monthly statement, in writing or orally, of the loss, theft, or possible unauthorized use. In any event, Customer's liability will not exceed \$50.00.

18. YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Received Your Written Notice

We must acknowledge your letter within 30 days, unless we corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigation, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. These are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, religion, national origin, sex, marital status, age (providing that the applicant has the capacity to enter into a binding contract) because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Everything that Customer has stated in this application is true and correct to the best of Customers knowledge. Customer understands that Company will retain this application whether or not it is approved. Company is authorized to check Customers credit and employment history and to answer questions about Company's credit experience with Customer. Customer authorizes all given banking and other financial institutions to give information, including, but not limited to, complete financial statements, to the named creditor (Company) in connection with this application and at any future date as requested. Customer authorizes Company to verify this information and obtain additional information by securing data from a credit-reporting agency.

Customer acknowledges receipt of a copy of this Credit Agreement and agrees to pay this account in accordance with the terms hereof.

Date: _____

Signature: _____ Signature: _____

Co-signer

The undersigned hereby consent(s) to Peak to Peak Propane, LLC's use of a non-business consumer credit report on the undersigned in order to further evaluate the creditworthiness of the undersigned as principal(s) proprietor(s) and or guarantor(s) in connection with the extension of business credit as contemplated by this application. The undersigned hereby authorizes Peak to Peak Propane, LLC to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq

Date: _____

Signature

Signature

The Company may, in its sole discretion, assess a reasonable fee, in an amount not to exceed \$10.00 per hour, for time worked in resolving billing disputes, detailing Customer's account, or researching Customer's account.

Attached to this Application is a copy of Peak to Peak Propane, LLC's Gramm-Leach-Bliley Act Notification as to certain privacy rights. Additional copies of Peak to Peak Propane, LLC's privacy policy can be obtained from Peak to Peak Propane, LLC. If the Applicant is an individual or is a partnership, the individuals and partners may have the right to prohibit Peak to Peak Propane, LLC from providing Information (as defined in the Notification) from being shared with Affiliates of Peak to Peak Propane, LLC. In order to prohibit such sharing of Information, the individuals or partners need only to write to Peak to Peak Propane, LLC requesting such non-disclosure.



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P.O. Box 338
Eaton, Colorado 80615
(970) 454-2789
1-877-888-4788
Fax: (970) 454-2144

PEAK TO PEAK Salesman _____

Confidential Application For 30 Day Convenience Account
(Please Print)

PLEASE ANSWER ALL QUESTIONS; WHEN NOT APPLICABLE, WRITE **NONE** OR **N.A.**

ALL APPLICANTS	Date: _____
Name In Which You Wish Your Account Opened: _____	
Street Address: _____ Mailing Address: _____	
City: _____ State _____ Zip Code _____ Telephone (Work) _____	
I am interested in the Home Heating Budget Billing Program <input type="checkbox"/> Yes <input type="checkbox"/> No (Home) _____	
Estimated Credit Requirements: \$ _____/month	

BUSINESSES	Type Of Organization: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership
How long in existence: Years _____ Months _____	
Financial statement available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you require copies of invoices? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you require purchase order numbers? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of accounts payable contact person: _____	
Legal Name Of Corporation, LLC or LLP: _____	
Date Of Incorporation or Formation of LLC, LLP: _____ State Incorporated or Formed In: _____	
Federal Tax Number: _____ Type Of Business: _____	
Registered Agent: Name: _____ Address: Street: _____	
Phone: _____ Title: _____ City: _____ State/Zip: _____	
Proprietor, Partner or Officer Information:	
Name:	1. _____ 3. _____
Social Security Number:	_____
Home Address: Street:	_____
City, State, Zip:	_____
Home Phone:	_____
Title:	_____
Name:	2. _____ 4. _____
Social Security Number:	_____
Home Address: Street:	_____
City, State, Zip:	_____
Home Phone:	_____
Title:	_____

INFORMATION REGARDING APPLICANT

Full Name (Last, First, Middle): _____

Present Address: Street: _____ Mailing: _____

City: _____ State: _____ Zip: _____

Telephone: (Home): _____ (Work): _____ Number of Dependants: _____

Social Security #: _____ - _____ - _____ Birthdate: ____/____/____ Driver's License #: _____ State: _____

Housing Provided By Employer Rent Payment: \$ _____ Mortgage Payment: \$ _____

Previous Address: _____ Years There: _____

City: _____ State: _____ Zip Code: _____

Present Employer: _____ Years There: _____ Position or Title: _____

Employer's Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

Name Of Supervisor: _____ Present Income: \$ _____ per _____

Other Income: \$ _____ per _____ Specify: _____

Previous Employer (If less than two years with present employer): _____

Years There: _____ Phone #: _____ Name Of Supervisor: _____

Address: _____ City: _____ State: _____ Zip: _____

Have You Ever Received Credit From Peak to Peak Propane, LLC? Yes No

Name Of Nearest Relative (not living with you): _____

Address: _____ City: _____ State: _____ Zip: _____ Phone #: _____

INFORMATION REGARDING JOINT APPLICANT

Full Name (Last, First, Middle): _____

Relationship To Applicant: _____

Present Address: Street: _____ Mailing: _____

City: _____ State: _____ Zip: _____

Telephone: (Home): _____ (Work): _____

Social Security #: _____ - _____ - _____ Birthdate: ____/____/____ Driver's License #: _____ State: _____

Present Employer: _____ Years There: _____ Position or Title: _____

Employer's Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

Name Of Supervisor: _____ Present Income: \$ _____ per _____

Other Income: \$ _____ per _____ Specify: _____

Previous Employer (If less than two years with present employer): _____

Years There: _____ Phone #: _____ Name Of Supervisor: _____

Address: _____ City: _____ State: _____ Zip: _____

1. Bank _____ Name _____ Address _____ Phone # _____
Loan Officer _____ Account# _____ Checking Acct# _____
 Savings _____ Loan _____

2. Bank _____ Name _____ Address _____ Phone # _____
Loan Officer _____ Account# _____ Checking Acct# _____
 Savings _____ Loan _____

CREDIT AND TRADE REFERENCES

1. Name _____ Address _____
Phone # _____
Account # _____ Line of Credit \$ _____

2. Name _____ Address _____
Phone # _____
Account # _____ Line of Credit \$ _____

3. Name _____ Address _____
Phone # _____
Account # _____ Line of Credit \$ _____

4. Name _____ Address _____
Phone # _____
Account # _____ Line of Credit \$ _____

IMPORTANT - THIS IS YOUR 30-DAY OPEN CONVENIENCE ACCOUNT AGREEMENT. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT PEAK TO PEAK PROPANE, LLC.

ANNUAL PERCENTAGE RATE for purchases	21%
Variable rate information	Your rate is not a variable rate.
Grace period for repayment of balances for purchases	You have until the Due Date shown on your monthly statement (30 days on average) to repay your balance before a FINANCE CHARGE on purchases will be imposed.
Method of computing the balance for purchases	The adjusted balance is determined by taking the balance owed at the end of the previous billing cycle and subtracting any payments and credits received during the present billing cycle.
Annual fees	There are no annual fees
Minimum FINANCE CHARGE	There is no minimum FINANCE CHARGES
Transaction fee for purchases	There are no transaction fees for purchases
Transaction fee for cash advances, and fees for paying late or exceeding the limit.	Transaction fee for cash advances: This agreement does not allow cash advances. Late payment fee: fifty-cents may be assessed. Over-the-credit-limit-fee: No fee charged

Peak to Peak Propane, LLC, hereinafter referred to as "Peak to Peak Propane, LLC", and the undersigned, hereinafter referred to as "Customer", agree to the following regarding goods, merchandise, material, or services purchased or obtained from Peak to Peak Propane, LLC and charged to Customer's account by Customer or an authorized representative of Customer:

- This Credit Agreement provides for convenience credit only. This Credit Agreement is entered into in the State of Colorado, County of Weld and shall be construed pursuant to the laws of the State of Colorado, except where Federal law preempts Colorado law, or otherwise governs. Although this application may contain terms used in the Uniform Consumer Credit Code (the "UCC"), it is **not** the intent of the parties to subject transactions otherwise not subject to the provisions contained in the UCC or the "Federal Truth in Lending Act", by agreement or otherwise.
- Peak to Peak Propane, LLC may place Customer on cash on delivery basis or terminate this Credit Agreement at any time without prior notice to Customer.
- Peak to Peak Propane, LLC will, if any sums are owed to it by Customer, mail Customer a monthly statement. All statement balances for goods, merchandise, materials, or services charged to Customer's account are due and payable on the "DUE DATE" as shown on the monthly statement, or the last business day preceding the DUE DATE, if the DUE DATE is not a business day, of each calendar month, unless other terms are agreed to in writing between Peak to Peak Propane, LLC and Customer prior to the DUE DATE. Customer shall be in default of this Credit Agreement if any such sums are not paid Peak to Peak Propane, LLC on or before the DUE DATE.
- If payment is not made by the Due Date shown on the monthly statement, a FINANCE CHARGE will be charged to Customer's account the day following the Due Date on any portion of the adjusted unpaid balance of the statement at a rate of 1.75% per month compounded monthly which is an ANNUAL PERCENTAGE RATE OF 21%. The adjusted balance is determined by taking the balance owed at the end of the previous billing cycle and subtracting any payments and credits received during the present billing cycle. A late payment charge of fifty-cents may be assessed by Peak to Peak Propane, LLC in lieu of the FINANCE CHARGE.
- Following default on an extension of credit used primarily for personal, family or household purpose, Customer shall pay Peak to Peak Propane, LLC reasonable attorney fees not in excess of fifteen percent of the unpaid debt after default and referral to an attorney not a salaried employee of Peak to Peak Propane, LLC or such additional fee as may be directed by the court.
- Following default on an extension of credit used primarily for business, investment, commercial or agricultural purpose, Customer shall pay Peak to Peak Propane, LLC all costs and expenses incurred by Peak to Peak Propane, LLC in the collection of any sums owed by Customer. Such expenses shall include, but not be limited to, reasonable attorney fees and costs incurred in the preparation, prosecution and appeal of any collection lawsuit.
- Peak to Peak Propane, LLC's acceptance of any partial or delinquent payment after the Due Date or failure of Peak to Peak Propane, LLC to exercise any rights or remedies shall not be a waiver of any of Customer's obligations pursuant to this Credit Agreement or Peak to Peak Propane, LLC's rights, or constitute a waiver of any other similar obligations or default by Customer occurring at a later date.
- From time to time Customer may receive goods, merchandise, or services from Peak to Peak Propane, LLC that are charged to Customer's account when it may be impractical for Customer to sign an invoice. Customer waives objection to any such charges if an objection is not made within two months after Peak to Peak Propane, LLC mails the first statement containing such charges to Customer.