

Fort Mountain Propane Gas, LLC.

Post Office Box 349 • 8657 Tails Creek Rd. • Ellijay, Georgia 30540

Telephone: 706.276.2011 • Fax: 706.276.2012 • Toll Free 844.292.8891

E-mail: info@upgas.com • www.upgas.com

Date: October 2, 2019

Customer ID: CITBLU

Dear Sir or Madam:

Enclosed you will find a copy of the guaranteed price contract that you requested. Please sign one copy and return to our office. If signed contract is not received back in our office within 15 days of the above date, or changes are made to the terms of the contract, the contract could be null and void. Please keep one copy of the contract for your records. Thank you and we appreciate your business!

Sincerely,

A handwritten signature in black ink, appearing to read 'Kansas M. Downey', with a large, sweeping flourish extending to the right.

Kansas M. Downey
Office Manager
Fort Mountain Propane
706-276-2011/2012

2019- 2020 "GUARANTEED-PRICE" GAS SUPPLY AGREEMENT

THIS IS NOT AN "ON DEMAND DELIVERY" AGREEMENT

Pursuant to the terms below, Corporation offers for sale and Customer agrees to purchase propane on a non-demand basis for the guaranteed price for 2019 - 2020 fuel usage season.

1) Until this Agreement is terminated, expires or has been fulfilled, whichever comes first, Corporation agrees to sell to Customer and Customer agrees to purchase the gallons of propane ("Guaranteed Volumes") set forth below (200 GALLONS MINIMUM) to operate all of Customer's gas consuming equipment from 10/1/2019 until 10/1/2020. Customer understands and acknowledges that they will be responsible for placing orders for said propane which will be delivered in accordance with Corporation's delivery policy in effect at time order is placed. Customer understands, acknowledges and agrees that payment for the gallons ordered pursuant to this Agreement will be due in accordance with Customer's applicable credit terms. These gallons cannot be used for cylinders. Gallons may be transferred to third parties in accordance with Corporation's transfer policy in effect at time of transfer request, however, the pricing term set forth below is subject to change in the Company's sole discretion should a transfer of gallons occur. Corporation retains the right in its sole discretion to deliver all Guaranteed Volumes prior to expiration of this Agreement.

2) In consideration of the covenants, promises, and agreements herein, Customer understands, acknowledges and agrees that Corporation will secure the volumes of propane listed below at or near the date this Agreement is entered and store said volumes in storage locations determined by Company in its sole discretion. Corporation and/or its supplier will then ship this propane to Corporation for delivery to Customer in fulfillment of orders placed by Customer during the course of the term of this Agreement as set forth above.

3) Except as provided in Paragraph 5 below, it is understood that on or after 10/1/2019, all deliveries of propane will be deducted from Guaranteed Volumes and all Guaranteed Volumes will be delivered before any regular purchases are made. Customer hereby releases and discharges Corporation from any obligation to supply propane at the price as quoted herein upon the first to occur of either the delivery of all Guaranteed Volumes, termination of this Agreement or 10/1/2020. Pursuant to law, Corporation will not sell propane below its cost and said rate may increase to reflect increases in Corporation's cost.

4) Customer hereby releases and discharges Corporation and its agents from any liability on account of injury or death of any person, loss or damage to any property which may arise from the propane, gas equipment, or services performed in connection therewith and does hereby indemnify Corporation and it agents from any such liability to third parties, including liability as may be caused by Corporation's negligence. CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE SUPPLIED HEREUNDER INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5) SHOULD CORPORATION BE PREVENTED FROM FULFILLING ITS OBLIGATIONS UNDER THIS AGREEMENT BY FIRE, RIOT, WAR, ACT OF GOD, FAILURE OF TRANSPORTATION FACILITIES, SUPPLY OR PIPELINE ALLOCATION, DELAYS AT TERMINAL LOADING FACILITIES, INABILITY TO RECEIVE FROM ITS SUPPLIERS OR CARRIERS THE PROPANE SECURED PURSUANT TO THIS AGREEMENT FOR CUSTOMER, OR ANY CAUSE BEYOND REASONABLE CONTROL OF CORPORATION, THEN CORPORATION'S OBLIGATIONS HEREUNDER SHALL BE SUSPENDED WHILE SUCH CONDITION EXISTS. IF CUSTOMER DESIRES TO PURCHASE PROPANE DURING ANY PERIOD WHEN CORPORATION IS PREVENTED UNDER THESE CONDITIONS FROM RECEIVING THE VOLUMES OF PROPANE SECURED BY THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES TO PAY CORPORATION'S CURRENT NON-GUARANTEED PRICE AT TIME OF DELIVERY.

6) If Customer desires to terminate this Agreement, discontinues service with Corporation for any or no reason during the term of this Agreement or fails to take delivery of all gallons listed below, Customer agrees to pay a twenty cent (\$.20) per gallon termination fee for the gallons not taken and the per gallon difference in price between the price set forth below and the applicable price on the date this Agreement is terminated. Customer agrees to pay all termination related charges within 30 days of those charges being applied to Customer's account.


7) Customer agrees to pay all costs incurred by Corporation if it must enforce any of the terms of this Agreement, including but not limited to, reasonable attorneys fees, and further agrees to pay all applicable delivery, 1.5% monthly finance, system check and motor fuel charges. This Agreement shall be governed by the laws of Kentucky without regards to its conflicts of laws provisions and the parties agree that the state courts sitting in McCracken County, Kentucky have exclusive jurisdiction and venue of any dispute arising hereunder. Any failure by Corporation to enforce the provisions of this Agreement does not waive or bar any subsequent enforcement of said provisions.

8) This is the complete agreement between the parties and no modification of the terms of this Agreement, shall be binding upon Corporation, unless the same be reduced to writing and approved by the president of Corporation. In the event any provision of this Agreement shall be determined unconscionable or unenforceable, the remaining provisions shall remain in full force and effect as if the unconscionable or unenforceable provision was not contained in this Agreement.

9) This Agreement is not binding on Corporation until accepted in writing below by Corporation's president. If mailed for Customer's signature, Agreement must be received back within seven (7) days of Date of Agreement or price is subject to change.

Gallons Booked: 3,600.00 Price:0.989 Entered into this 10/2/2019.


The Corporation:



O/P Manager's Signature
Fort Mountain Propane
Corporation Name
P.O. Box 349
Corporation's Address
Ellijay, GA, 30540
City, State, Zipcode

The Customer:

BY SIGNING BELOW, CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT ENTRY INTO THIS AGREEMENT DOES NOT ENTITLE CUSTOMER TO DELIVERY PRIORITY OVER ANY OTHER CUSTOMER OF CORPORATION.



Customer's Signature
480 W. First St.
Customer's Address
Blue Ridge, GA, 30513
City, State, Zipcode
CITBLU - City of Blue Ridge
Account Number

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
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