



OKLAHOMA LIQUEFIED GAS

TANK LEASE AGREEMENT

OLG
 hereinafter referred to as "Company," and
Cleveland Co #3 hereinafter referred to as "Consumer," have agreed, and do hereby agree as follows:
 One 500 gallon metal tank, to be used for sole purpose of storing gas purchased by Consumer from Company.
 Serial No. 38554, Tank No. _____, Make Berick, Year 1975.
 Additional Items _____

Location of tank 9050 US #77, Town Noble
OK 73068 County of Cleveland, physical location 77 Cemetery
5 To Co. Yard WSP

For the use of above said equipment, the Consumer agrees to pay the Company as follows:

- (1) The sum of \$ Save 1.00 yr, as advance rental for 12-13 of which
All is non-refundable.
- (2) The tank and above-listed equipment may not be moved from the situs evidenced by this instrument without the written consent of Company.
- (3) Consumer further agrees to purchase from Company for use in said tank propane gas, which shall be at the current established price for Consumer's type of service.
- (4) It is further understood and agreed between the parties that Consumer shall pay all sums due and owing for the tank and gas not later than 30 days from the date of delivery, or 30 days from the anniversary date of the instrument in the case of tank and/or equipment rental in payments. In the event Consumer should fail to pay timely, as aforesaid, in the absence of written approval from the Company, the Company shall be entitled to enter the premises without notice and remove the above-described tank, at Company's election. This shall be construed to be a default upon the part of Consumer, and shall, at the option of the Company, operate as a cancellation of the lease.
- (5) Consumer also agrees to use reasonable care in the use and protection of the Company's equipment, and further agrees not to move, tamper with, break the seal upon, connect, or disconnect the same or any part thereof with any hose, or pipe, repair or attempt to repair same or any part thereto, nor permit anyone else except an authorized Company employee to do or attempt to do any of such things.
- (6) It is also understood that Consumer agrees to pay for above listed tank and equipment while in Consumer's possession.
- (7) Consumer also agrees that if any damages are done to said tank and equipment while in Consumer's care, Consumer agrees to pay for service call and required parts if so needed, when caused by tampering.
- (8) Consumer agrees to pay all taxes, including ad valorem, and personal property tax levied against said tank while in his possession.
- (9) It is agreed and understood between the parties that this instrument in no way creates an agency or master/servant relationship between the parties, and Consumer therefore covenants to hold Company harmless from any and all claims, demands, suits, and liability arising out of or resulting from, in any way, the use of the tank.
- (10) Consumer agrees to permit said Company to fill tank to its capacity on regular scheduled delivery routes.
- (11) The Company will furnish, free of charge, any parts of said equipment which fail to function properly due to mechanical defects.
- (12) The Company shall have access to its said equipment and to the premises at all reasonable hours, and may at its option remove same, or any part thereof, at any time during the continuance of this agreement and substitute other equipment or parts thereof, which shall become subject to all the provisions hereby.

(13) It is also understood that Consumer agrees to pay finance charges on tank rental, and product or service past due after

30 days at the rate of 1.5 %.
 Dated this 28 day of June, 200 12

[Signature]
 Consumer

(14) Neither this agreement nor any rights hereunder shall be assigned or transferred by Consumer without the written consent of the Company.

(15) Consumer may terminate this agreement upon 10 days written notice to the Company.

Dated this 28 day of June, 200 12

OLG
 Company

By [Signature]

Title MANAGER