

ABACO Energy Services

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PROPERTY OWNER/MANAGER AGREEMENT

This Property Owner/Manager Agreement made and entered into on this ____ day of _____, 20____ between **ABACO ENERGY SERVICES, LLC**, (hereinafter referred to as “**ABACO**”), whose post office address is 5359 Mica Dr., Bismarck, North Dakota 58503, and _____, (hereinafter referred to as “**Owner/Manager**”), whose post office address is _____.

WHEREAS, Owner/Manager owns, manages or operates properties at Big Sky, Montana as described in the PROPERTY OWNER/MANAGER PROPERTY LIST document attached hereto and expressly made a part hereof as Exhibit “A” [hereinafter referred to as “PROPERTY LIST”]; and

WHEREAS, Owner/Manager acknowledges that ABACO is presently providing or in the future may provide propane to one or more properties as owned, managed or operated by Owner/Manager as described in the attached PROPERTY LIST; and

WHEREAS, Owner/Manager desires to insure continued propane service to those properties described in the PROPERTY LIST in the event propane service to such properties is subject to termination due to the failure of a tenant or occupant of said property to pay invoices for propane delivered to the property on a timely basis;

NOW, for good, valuable and legally sufficient consideration, in hand paid, the receipt of which Owner/Manager acknowledges, it is agreed as follows:

1. Owner/Manager acknowledges and agrees that Owner/Manager is in fact the Owner or Manager of those properties described in the PROPERTY LIST document. Owner/Manager shall be solely responsible to insure the accuracy of the information set forth

on PROPERTY LIST document and OWNER/MANAGER shall promptly deliver a written updated/revised PROPERTY LIST document to ABACO as changes thereto become necessary. To be effective, all updates or revisions to the information contained in this AGREEMENT or in the PROPERTY LIST document shall be in a writing delivered to ABACO.

2. In the event propane service to a property described in the then current PROPERTY LIST document is being considered for termination by ABACO, Owner/Manager authorizes and directs ABACO to continue such propane service until such time as Owner/Manager otherwise notifies ABACO in a writing delivered to ABACO. In the event ABACO is considering the termination of propane service to a Property listed on the PROPERTY LIST document, ABACO shall deliver a ten (10) day prior written Notice thereof to Owner/Manager, at the address provided herein. The notice shall be deemed delivered to the Owner/Manager a) when deposited in the United States Mail, postage pre-paid and addressed to Owner/Manager at the address provided herein, or such other address as noticed to ABACO in writing; b) when faxed to Owner/Manager at the telephone/fax number provided by Owner/Manager to ABACO, as provided herein; or c) when e-mailed to Owner/Manager at the e-mail address provided by Owner/Manager to ABACO, as set forth below. Any one of the three foregoing methods of delivery of the ten (10) day Notice to Owner/Manager shall be deemed sufficient to meet ABACO's obligations herein. From the date of delivery of the foregoing Notice, forward, Owner/Manager shall be deemed fully and primarily responsible for any and all propane subsequently provided or supplied by ABACO to the identified property, and the account shall be transferred to Owner/Manager's name.

3. Owner/Manager shall be billed for propane supplied to the subject premises on a monthly basis with full payment of said invoice due and owing within fourteen (14)

days from the date thereof. In the event the billing for the propane service is not paid, in full, within thirty-one (31) days of the date of each respective invoice, Owner/Manager acknowledges that ABACO, in ABACO's sole and absolute discretion, may elect to terminate propane service to the subject premises on ten (10) days prior written notice to Owner/Manager.

4. Attached hereto is a Customer Service and Credit Agreement which shall be completed and executed by Owner/Manager and delivered to ABACO. In addition, attached hereto is a BANK AUTHORIZATION AGREEMENT for the direct payment to ABACO ENERGY SERVICES for propane billings through your bank and a CREDIT CARD AUTHORIZATION for the payment of ABACO propane billings. In the discretion of ABACO, one (1) or both of the authorization documents must be completed, executed and delivered by Owner/Manager to ABACO. Said authorization documents shall be deemed incorporated herein by reference.

5. ABACO shall not be responsible for damage or injury to person or property which results, in whole or in part, from Owner/Manager's a) failure to promptly notify ABACO, in writing, of a change of address, a change of fax number or change of e-mail address; b) failure to promptly notify ABACO, in writing, of changes to the Owner/Manager's PROPERTY LIST document; or c) failure of Owner/Manager to assume responsibility for the cost of propane supplied to the premises subsequent to the ten (10) day notice referenced in paragraph 2, directly above. ABACO shall not be liable for damages to person or property which result, in whole or in part, from an interruption of propane supply caused, in whole or in part, by inclement weather; interrupted or delayed propane product delivery; interrupted or delayed equipment or repair/replacement part deliveries; the acts or failures to act of third parties over whom ABACO has no reasonable control; strike; fire; war; acts of terrorism, acts of God; or any other cause which is beyond the reasonable

control of ABACO.

6. Excepting an action designed solely to collect unpaid propane invoices, it is agreed that any and all claims, conflicts, issues or disputes which are in any way related to or result from the foregoing agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration proceeding and/or collection proceeding shall be venued in Gallatin County, Montana. Any party seeking the resolution of a claim/dispute, conflict or issue by way of arbitration shall notify the other party, in writing, of such election. The decision/ruling of the arbitrator shall be deemed in all ways fully and finally binding on all parties. Any affected party may seek a judgment in conformity with the ruling of the arbitrator from a Court of competent jurisdiction.

7. Time shall be deemed of the essence of this agreement.

8. This document contains the entire agreement between the parties. Any and all prior discussions, negotiations or understandings shall be deemed as merged into this Agreement.

Dated this _____ day of _____, 20____.

ABACO ENERGY SERVICES, LLC

By: _____

Su-Lin Tschider, CFO

By: _____

(Print Name) Owner/Manager