

**Dead River Company "Program Terms" and "Terms and Conditions" Document
(hereinafter "Agreement")
between Dead River Company and the State of Maine**

- 1) If by December 1, 2017, the State of Maine appears to not be in a position to utilize the heating oil gallons covered in the above named Agreement, the Parties agree to discuss alternative resolutions to any Damages set forth in the above named Agreement, or as set forth below.
- 2) In the event that a volume shortfall results in actual financial damages to Dead River Company, the State of Maine agrees to compensate Dead River Company for the amount of said financial damage to be calculated in a reasonable manner and not as a penalty. Prior to the calculation of actual financial damages, Dead River Company must demonstrate to the State of Maine that it has made all commercially reasonable efforts to resell the State of Maine's volume shortfall gallons.
- 3) Per Paragraph 2 above, in the event that Dead River Company is able to resell the State of Maine's volume shortfall gallons at a price higher than its initial purchase price, and therefore not experience any actual financial damages, then Dead River Company shall provide the State of Maine with an account credit in an amount matching the monetary benefit received from the sale of Maine's unused gallon commitment.
- 4) It is hereby recognized by both parties that the above named Agreement and this amendment are a result of State of Maine request for quotes.

DEAD RIVER COMPANY

By:



Name: David Luce

Title: Commercial Account Manager

Date: December 1, 2016

STATE OF MAINE

By:



Name: Kevin Scheirer

Title: Director

Date: December 1, 2016