

MODIFICATION

State of Maine



Master Agreement

Effective Date: 09/30/08

Expiration Date: 06/30/10

Master Agreement Description: #2 Heating Fuel for the 08/09 09/10 season Calais Armory

Buyer Information

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

Issuer Information

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

Requestor Information

David Pelletier 207-626-7848 ext. David.Pelletier@us.army.mil

Authorized Departments

15A DEFENSE VETERANS & EMERG MGMT

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000022529

Vendor Name

DEAD RIVER CO

Alias/DBA

Vendor Address Information

PO BOX 928

CALAIS, ME 04619-0928

US

Vendor Contact Information

ANDRINA CHABRE, DIST MGR

800-244-7511 ext.

ann.chabre@deadriver.com

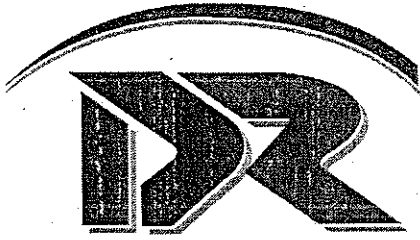
Payment Discount Terms

Discount 1: % 0 Days

Discount 2: % 0 Days

Discount 3: % 0 Days

Discount 4: % 0 Days



*Dead River
Company*

Dead River Company is willing to extend the existing contract to the State of Maine through June 30, 2010

Existing contractual terms remain in effect

Dead River Company will offer the following Fixed Price for the following location:

53 Calais Avenue, Calais ME 04619 - 12,000 gals #2 oil


Term: June 1, 2009 - June 30, 2010 - Price = \$2.1657

Fixed Pricing is fully burdened and includes all transportation fees including LPB's management fee of \$0.014883 per gal.

Pricing does not include applicable taxes

Sincerely,

Andrina Chabre
District Manager
ann.chabre@deadriver.com
Dead River Company
PO Box 928 Calais Maine 04619
Phone 207-454-7511
Fax 207-454-0036


Accepted by
Alan Henry
Bureau of General Services
State of Maine
77 SHS, Augusta, ME 04333
207-624-7352
207-287-4039

NEW

State of Maine



Master Agreement

Effective Date: 09/30/08

Expiration Date: 05/31/09

Master Agreement Description: #2 Heating Fuel for the 08/09 season for the Calais Armory

Buyer Information

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

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ann.chabre@deadriver.com

Payment Discount Terms

Discount 1:	%	0 Days
Discount 2:	%	0 Days
Discount 3:	%	0 Days
Discount 4:	%	0 Days

Sep. 30. 2008 10:42AM

State of Maine Purchasing

No. 3927 P. 1

**DEAD RIVER COMPANY
FIXED PRICE AGREEMENT**

Date: September 30, 2008

Account No: 141680

Dead River Company ("Company") agrees to sell up to 13,500 gallons of fuel

(#2 fuel oil,) to Military Bureau Calais Armory ("Customer"),

53 Calais Avenue Calais ME 04619
(Address)141680
(Account #)

at a fixed price of

\$3.3308 per gallon, for a total amount of \$44,965.80 for the period of October 1, 2008 through

May 31, 2009. Customer agrees to purchase fuel from Company subject to the following conditions:

1. Customer must return this signed Agreement by 2:00PM today to guarantee the allotment of fuel at the quoted fixed price.
2. Customer agrees to purchase from Company, ALL their requirements of the fuel type indicated above and not less than 95% of the amount above. Fuel will be delivered on an automatic delivery basis at the above stated address only, and Customer will continue on automatic delivery after the fixed price gallons have been used.
3. Customer shall pay for all deliveries received within (30) days of delivery date.
4. Other charges against the Customer's account (i.e. service work) shall be paid for separately by the Customer.
5. Any gallons delivered in excess of the number of fixed price gallons in this Agreement, will be billed according to Customer's standard pricing formula.
6. Liquidated Damages: Due to significant costs and risks associated with securing fixed price contracts, Customer commits to take delivery of at least 95% of the contracted volume during the term of this agreement. Failure to do so will result in Customer being charged \$0.50 per gallon for all undelivered gallons up to 95% of contracted volume.
7. In no event will Company be liable or held responsible for any damages incurred as a result of failure or delay in delivery to Customer of fuel due to situations beyond its control, force majeure, supplier interruptions, or government mandated allocation.
8. If any new taxes not in effect as of the date of this Agreement are imposed against heating oil sales, Customer shall be responsible for all such taxes.
9. This Agreement may be terminated by Company if the Customer substantially fails to abide by his or her obligations hereunder, or fails to pay money owed to Company for goods and services other than fuel subject to this agreement.

10. The fixed price in this Agreement is based upon market conditions prevailing at the time of its execution. Customer understands that the price is fixed for the season regardless of whether market price goes up or down. Purchases are made by Company based on Customer's projected needs. Company assumes all risk of price increases during the Agreement. Customer agrees to pay the fixed price regardless of Company's standard daily retail pricing. Gallons will be temperature compensated.

11. Performance of this contract will be secured by one of the options set forth under Maine law, 10 M.R.S.A. 1110(2).

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING BELOW. THIS AGREEMENT IS NOT BINDING UNTIL IT IS SIGNED AND RECEIVED BY THE COMPANY.

Date: 9/30/08

Tony D'Amico State of ME
Customer

Date: September 30, 2008

Andrina Chabre
Dead River Company

DEAD RIVER COMPANY FAX #454-0036

Andrina Chabre 10/1/08

OFFICE USE ONLY

TANK# _____
SLPP ENTERED ON ___/___/___
BY _____ (initials)

5/12/08

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