Irving Energy Commercial Fixed Price Supply Agreement

SELLER - Irving Energy ("Irving") 190 Commerce Way Porlsmouth, NH 03801

PURCHASER - Town of Deerfield ("Customer") PO BOX 159

1927019

Deerfield, NH

Contact: Tara Frost Phone: 1-603-559-8834 Email: cpp@irvingoil.com Fax: 1-888-235-1444

Delivery Location: Contact:

Raymond Ellis

Fmail:

buildingsuper@townofdeerfieldnh.com

Phone:

603-463-8811

CONTRACT PRICE EFFECTIVE DATE:

June 1 2022

In consideration of the mutual covenants and agreements hereinafter set forth, Highlands Fuel Delivery, LLC (dba Irving Energy) ("Irving") and Customer, intending to be legally bound, agree as follows (the "Agreement"). Irving agrees to sell and deliver to Customer and Customer agrees to purchase and accept delivery from Irving at Customer's delivery location(s) stated below (the "Delivery Location(s)"), the volumes (collectively the "Total Product Volume") of petroleum products stated below (the "Product"). The price applicable to the Total Product Volume shall be the Contract Price per gallon (the "Contract Price") stated below. The Contract Price is exclusive of Taxes and Fees (as designed in Section 1 of the attached General Terms and Conditions, which Taxes and Fees shall be paid by the Customer).

PRODUCT:	Heating Oil	
TOTAL PRODUCT VOLUME (GAL.):	14,200	
CONTRACT PRICE (PER GAL.):***	\$3.513	
PAYMENT TERMS:	Net 30 (payment due 30 days from invoice date)	

***This price is only guaranteed if the Customer accepts this Agreement (as detailed below) by 11:59 P.M. EST on If Irving receives Customer's accepted Agreement after that time, Irving may (but shall not be required to) accept this Agreement.

April 26, 2022

Account Name	Account#	Gallons by Account	Product Code	Delivery Location	
0	- 0	0		0	
0	0	0		0	
0	0	0		0	
0	0	0		0	
0	0	0		0	
0	0	0		0	
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	0	0		0	
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	0	0		0	

Account Name	Account #	Gallons by Account	Product Code	Delivery Location
0	0	0		0
0	0	0		0
0	0	0		0
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0	0	0		0
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	0	0		0

Additional Customer Accounts (if any) shall be noted by an incorporated written Attachment B to this Agreement. The following table represents Customer's good faith estimate as to its monthly Product lifting schedule:

Total Gallons		Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr 22	T 1/2: 22	
14,200	190	43	75	338	920	1,643	2 254	2,601	0.005		Apr-23	May-23	
						1,010	2,234	2,001	2,325	2,022	1,254	535	

This agreement shall be deemed finalized and binding only after this Agreement has been accepted by Customer and Irving (either electronically or physically, as provided below) and customer successfully completes Irving's credit approval process. This Contract Price will be effective as of the Contract Price Effective Date above and shall expire on , or when the Total Product Volume has been delivered, whichever comes first ("the Pricing Term"). This Agreement expressly May 31, 2023 includes by reference the General Terms and Conditions attached hereto as Attachment A and (if applicable) Attachment B. If this Agreement was provided by Irving to Customer by fax, Customer may accept this Agreement by physically signing below and returning it to Irving by fax, and Irving's acceptance shall be shown by Irving physically signing below and Iransmilling the fully signed agreement to Customer at the Customer's fax or e-mail address noted above. If this Agreement has been provided to Customer by e-mail from Irving, it may be accepted by Customer electronically in accordance with directions set forth in Irving's e-mail, with no physical signature required, and may be accepted by Irving in a

Irving Energy						Town of	Deerfield			m
Ву:						By (Requi		1	al)	
Printed Name:								(Signature))	01
						Printed Na	me (Required):		ic hams	15tmin
						Title:		VI	CO GA	Pitmin AND
Date:						Date (Req	uired):		4/261	7
For Internal Use Only	TC1:	0	Plan Code:	UC22	33334	SI	Purchase:	Р	Contr#:	GB01927019-08