

Heritage Petroleum, LLC

HERITAGE PETROLEUM TERMS and CONDITIONS for FIXED PRICE FORWARD-MONTH, FLEXIBLE FIXED PRICE FORWARD- MONTH, and BASIS ONLY FIXED PRICE FORWARD-MONTH CONTRACTS EFFECTIVE APRIL 1, 2009

This Agreement is made this _____ day of _____ 2020 by and between Heritage Petroleum, LLC ("Seller") having office at 516 North Seventh Avenue, Evansville, IN 47719, and _____ ("Purchaser") located at _____
(Address) (City) (State) (ZIP)

WHEREAS, Purchaser may be interested in purchasing a portion of its quantity requirements of product using the Fuel Pricing Contract Form (Exhibit "A") through the program as provided in this Agreement;

WHEREAS, Seller does not make any representations regarding future market conditions and Purchaser realizes that purchases made under this Agreement may be speculative in nature;

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS

- A. "Delivery Period" shall mean the period indicated on the Fuel Pricing Contract Form (Exhibit "A") for the purchase of a particular volume of product at the indicated price.
- B. "Fuel Pricing Contract Form" shall mean a completed order in the form attached hereto as Exhibit A, submitted at the time when purchase is made.
- C. "NYMEX" is defined as New York Mercantile Exchange.
- D. "HO" is defined as Diesel.
- E. "XRB" is defined as Gasoline.

II. IMPLEMENTATION

The terms of this Agreement become effective with respect to such purchases upon Seller's execution of a fully completed Fuel Pricing Contract Form submitted by Purchaser. A Fuel Pricing Addendum Form shall not be valid and binding until executed by Seller. Notwithstanding the foregoing, for short term fixed price purchases the terms of this Agreement become effective with respect to such purchases upon Seller sending the Fuel Pricing Addendum Form to Purchaser.

III. ORDER QUANTITIES

Purchaser shall order Product under this Agreement in any increments of gallons that Seller can execute on an exchange (additional charges may apply to quantities less than 42k gallons). Seller reserves the right at any time to limit volume by terminal and the number of contracts issued at a terminal in its sole discretion.

IV. PRICE

- A. The price for product pursuant to this Agreement shall be the amount indicated on the Fuel

Pricing Contract Form. All taxes, tariffs, fees and charges in effect at the time of delivery will be paid by the Purchaser. Any product in excess of the quantity set forth in the Fuel Pricing Contract Form shall be priced at the schedule price for the terminal at that time.

- B. All prices contained herein are based on current regulations and product specifications. All deliveries made under the terms of this contract will be made in accordance with regulations and specifications in effect at the time and place of delivery. Any price increases resulting from changes to current regulations and/or specifications will be additional to the prices contained in this contract agreement and will be handled on a pass through basis.

V. DELIVERY

- A. Purchaser shall lift related volumes in approximately equal amounts prorated over the Delivery Period, unless otherwise agreed. Seller has the right to impose liquidated damages at the Seller's discretion if the Purchaser does not lift the contracted barrels ratably as stated above. The Seller also has the right to discontinue the participation of the Purchaser in the program at any time if the Purchaser does not lift the contracted barrels ratably as stated above.
- B. If the Purchaser fails to lift the product correctly by using the incorrect loading number or lifts any product other than what is contracted for, then the Purchaser will be invoiced the posted rack price on the day the product is lifted. The seller is not obligated to make any invoice correction if the price disputed on the invoice is due to the customer loading the contracted volume incorrectly.
- C. Upon completion of the contracted amount of gallons Purchaser's price will default to the daily rack price average posted by OPIS unless separate formula contracts have been put in place. The Seller is under no obligation to honor contract prices once the volume commitment has been fulfilled.
- D. Fixed Price and Triggers: This paragraph shall apply if Purchaser has selected a fixed price structure or a trigger price structure in the applicable Fuel Pricing Contract Form. Purchaser shall complete all the related liftings on or before the last business day of the applicable Delivery Period. Should Purchaser fail to lift priced product during the applicable Delivery Period, Purchaser shall pay Seller liquidated damages equal to the absolute value of the price indicated on the Fuel Pricing Contract Form minus the average over the Delivery Period of the daily posted OPIS city rack average price corresponding to the contracted rack and product multiplied by the quantity indicated on the Fuel Pricing Contract Form minus the quantity actually purchased by Purchaser during the Delivery Period. Purchaser agrees that such liquidated damages constitutes a reasonable and fair and justifiable compensation due Seller. Seller shall have no obligation to deliver the actual volume not lifted by Purchaser. If the purchaser fails to lock in the fixed portion of the diesel trigger price, the seller will calculate the fixed price using the NYMEX HO close prior to the last day of the month proceeding the month of delivery. If the purchaser fails to lock in the fixed portion of the gasoline trigger price, the seller will calculate the fixed price using the NYMEX XRB close prior to the last day of the month proceeding the month of delivery.

Cap/Ceiling Price: This paragraph shall apply if Purchaser has selected a Cap/Ceiling price structure in the applicable Fuel Pricing Contract Form. Purchaser shall complete all the related liftings on or before the last business day of the applicable Delivery Period. Should Purchaser fail to lift priced product during the applicable Delivery Period, the Cap premium fees paid, in advance, by the purchaser to the seller will not be refunded. Purchaser agrees that such liquidated damages constitutes a reasonable and fair and justifiable compensation due Seller. Seller shall have no obligation to deliver the actual volume not lifted by Purchaser.

Collar/Range Price: This paragraph shall apply if Purchaser has selected a Collar/Range price structure in the applicable Fuel Pricing Contract Form. Purchaser shall complete all the related liftings on or before the last business day of the applicable Delivery Period. Should Purchaser fail to lift priced product during the applicable Delivery Period, and the OPIS city rack average price

is below the put (floor) price, the Purchaser shall pay Seller liquidated damages equal to the put/floor price indicated on the Fuel Pricing Contract Form minus the average over the Delivery Period of the daily posted OPIS city rack average price corresponding to the contracted rack and product multiplied by the quantity indicated on the Fuel Pricing Addendum Form minus the quantity actually purchased by Purchaser during the Delivery Period. If the OPIS city rack average price corresponding to the contracted rack and product is above the put (floor) price then no liquidated damages shall be owed by Purchaser. Purchaser agrees that such liquidated damages constitutes a reasonable, fair and justifiable compensation due Seller. Seller shall have no obligation to deliver the actual volume not lifted by Purchaser.

- E. Seller shall not be obligated to deliver the product to Purchaser unless Purchaser is in full compliance with its payment and credit obligations under this Agreement and any other agreement.
- F. All products shall be delivered to the Purchaser into Purchaser's tank trucks at Seller's loading rack at the terminal identified on the Fuel Pricing Contract Form. Title and risk of loss shall pass from Seller to Purchaser as the product passes the outlet at the Seller's loading rack.
- G. Seller reserves the right to limit purchases, at its sole discretion.

VI. PAYMENT/CREDIT

- A. Payment terms on product liftings shall be in accordance with this Agreement (unless otherwise agreed) and are subject to Seller's credit approval. All payments to Seller shall be made via Seller's Electronic Fund Transfer (EFT) system.
- B. Seller shall have the right to require deposits in the Fuel Pricing Contract Form or during performance of an order if Purchaser's participation results in credit exposure higher than Purchaser's normal approved line of credit. Such deposit will be credited to Purchaser's account after all purchases have been made in the Delivery Period. Seller shall also have the right to refuse new orders if Seller's market trading limits are reached.
- C. Purchaser agrees to pay Seller certain non-refundable Cap fees specified in the Fuel Pricing Contract Form. This Cap fee shall not be credited to future purchases.
- D. In the event Purchaser fails to lift the agreed upon related quantities, Purchaser agrees to pay Seller a liquidated damage amount based on the market at the end of the contract term. Payment for any product not lifted pursuant to Paragraph V.C. shall be due within ten days of the Seller's invoice date. Additionally, if Purchaser fails to lift the agreed upon related quantities, Purchaser agrees that Seller may terminate this Agreement and refuse to enter into any more transactions with Purchaser.

VII. FORCE MAJEURE

Failure (in whole or in part) or delay on the part of either party in the performance of any of the obligations imposed upon such party hereunder shall be excused and such party shall not be liable for damages or otherwise on account thereof, when such failure or delay is the direct or indirect result of any of the following causes, whether or not existing at the date of hereof, and whether or not reasonably within the contemplation of the parties at the date hereof, namely: acts of God, earthquakes, fire, flood or the elements, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy, war (declared or undeclared), compliance with any federal, state, or municipal law, or with any regulations, order, rule, recommendation, request or suggestion including, but not limited to, priority, rationing or allocation orders of regulations of governmental agencies, or authorities or representatives of any government (foreign or domestic) acting under claim or color of authority; total or partial failure or loss or shortage of all or any part of transportation facilities ordinarily available to and used by a party

hereto in the performance of the obligations imposed by this agreement, whether such facilities are such party's own or those of other; or, if failure or delay be that of Seller, total or partial loss or shortage of raw or component materials or products ordinarily required by Seller; the commandeering or requisitioning by civil or military authorities of any raw or component materials, products, or facilities; including, but not limited to producing, manufacturing, transportation and delivery facilities, perils or navigation, even when occasioned by negligence, malfeasance, default, or errors in judgment of the pilot, master, mariners or other servant of the ship's owner; or any cause whatsoever beyond the control of either party hereto, whether similar to or dissimilar from the causes herein enumerated.

If by reason of any of said causes, Seller is unable to make deliveries to all its customers (whether under contract or not), its failure in whole or in part to make deliveries to Purchaser, while delivering to others, shall not be a breach of this agreement and in such event Seller may, but shall not be obligated to, prorate its available supply. Upon cessation of the cause or causes for any such failure or delay, performance hereof shall be resumed, but such failure or delay shall not operate to extend the term of this agreement nor obligate Seller to prorate its available supply. Sellers may suspend deliveries so long as its cost of performance is increased and the increased cost cannot be recovered by an equivalent increase to be paid by Purchaser.

Nothing herein contained shall excuse Purchaser from paying Seller, when due, any amounts payable hereunder or pursuant hereto.

VIII. WARRANTIES AND DISCLAIMERS

SELLER WARRANTS THAT ALL PRODUCTS SOLD TO PURCHASER UNDER THIS AGREEMENT SHALL MEET SELLER'S THEN CURRENT SPECIFICATIONS FOR SUCH PRODUCTS. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND AS TO THE PRODUCTS SOLD TO PURCHASER UNDER THIS AGREEMENT, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IX. MISCELLANEOUS.

- A. Seller shall have the right to terminate the Program at any time at its sole discretion; provided, however, that if the Program is terminated, Seller shall continue to fulfill all of its obligations under all existing contracts for the duration of the contract term.
- B. Purchaser acknowledges that he has had a reasonable opportunity to read and has read and understood the terms and conditions of this Agreement.
- C. This Agreement may not be amended or supplemented except by a written document signed by authorized representatives of each party.
- D. The right of Seller to require strict performance by Purchaser of any or all obligations imposed upon Purchaser by this Agreement shall not in any way be affected by any previous waiver, forbearance or course of dealing.
- E. Due to product specification changes in 2006 as required by government regulations, Heritage reserves the right to substitute products that are available at a specific location for the product described in this Agreement and to amend the contract price to charge the counterparty the prevailing market price based on forward market conditions for the substituted product.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

(Seller): HERITAGE PETROLEUM, LLC

(Purchaser): _____

By: _____

By: _____

Title: _____

Title: _____

Witness: _____

Witness: _____