

CONDON OIL COMPANY

126 East Jackson P.O. Box 184
Ripon, WI 54971
(920) 748-3186 Fax (920) 748-3201

DATED: In the Office by:

SELLER: CONDON OIL COMPANY BUYER:
126 E JACKSON STREET
RIPON, WI 54971

RISK BASED AGREEMENT

Since there is risk associated with this contract, the customer agrees that he/she entered into this agreement of his/her own free will, without any coercing from Condon Oil Company. The customer also understands that the commodity market can be unpredictable and prices can fluctuate on a daily basis. Therefore, the customer further understands that the fixed price he/she committed to on this agreement cannot be changed to reflect daily prices on the open market. By virtue of the customer's signature below, they acknowledge 100% responsibility for the terms and conditions of this Agreement.

PRODUCT:

QUANTITY: _____ gallons (minimum purchase of 500 gallons)

PRICE: \$_____ *per gallon Any gallons delivered over the amount of this Agreement shall be billed at the then current price.

*Prices do not include any applicable taxes

- Option #1 Fixed Price @\$_____ per gallon - Pay at the time of delivery – would require a \$0.20 per gallon non-refundable deposit at the time when contract is signed. The deposit shall be deducted from the contract at \$0.20 per gallon at the time of delivery. (*Base Price*)
- Option #2 Fixed Price @\$_____ per gallon – Budget Program. The total cost of the contracted fuel shall be paid equally over a six month period starting January 15, 2009 thru June 15, 2009. (*Base Price less \$0.05 per gallon*)
- Option #3 Fixed Price @\$_____ per gallon – Entire amount of fuel contract due and payable to Condon Oil Company no later than March 1, 2009. (*Base Price less \$0.10 per gallon*)
- Option #4 Fixed Price @\$_____ per gallon – Entire amount of fuel contract due and payable to Condon Oil Company at the time of contract execution. (*Base Price less \$0.15 per gallons*)

(Please check which payment option you desire.)

Note: Condon's volume discounts will apply above and beyond the aforementioned purchase options.

PAYMENT TERMS: Customers agree to abide by Condon's general credit rules.

DURATION OF AGREEMENT: This Agreement shall run from January 1, 2009 through December 18, 2009 with the latter date being the termination date for the Agreement.

REFUND: Any unused portion of this Agreement, less any penalty assessment, shall be refunded to the Customer. The refund will be issued in the form of Customer's choice, a) a check b) as a credit to your general account or c) as a credit applied to a new Agreement, on or after the termination date at the Customer's request. (Refunds apply to Options #2, #3, & #4)

PENALTY: If, during the duration of this agreement, the buyer does not take possession of the entire quantity of fuel contracted under this agreement, Condon Oil will charge the buyer the differential between the market price (Flint Hills-Waupun) on December 19, 2009 and their contracted price for any unused gallons. The differential would only be charged to the buyer if the market price is lower than the contracted price. However, a \$0.20 per gallon penalty would apply to any unused gallons no matter what the market differential is, lower or higher than the contracted price.

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DELIVERY SCHEDULE: Customer agrees to be on the "Keep-full Program" or provide adequate advance notice to their sales/delivery person with minimum gallons delivered as mutually arranged between the two parties. (Please check which delivery service you desire.)

Keep-full program

Call-in (150 gallons minimum & 24 hour notice)

Signature _____
Customer

Signature _____
Distributor Representative

Print Name _____

Date _____

Date _____

Office # _____

*Condon Oil reserves the right to not enter into any Agreement once our supply of contracted fuel has been exhausted.
Only Customers in good credit standing qualify for the agreement options.