



Mount Blue Oil, LLC

Prebuy Plan Customer Agreement

Prebuy Plan ID F0607

Price Level: A

2006 – 2007 Heating Season

Agreement Price:	Prepayment #2 Fuel Oil: \$2.69 ⁹	Budget #2 Fuel Oil: \$2.74 ⁹
	Prepayment Kerosene: \$2.99 ⁹	Budget Kerosene: \$3.04 ⁹
Agreement Type:	<input type="checkbox"/> Prepayment	<input type="checkbox"/> Budget
Fuel Type:	<input type="checkbox"/> #2 Fuel Oil	<input type="checkbox"/> Kerosene
Minimum Deposit Required:	\$500.00	Price End Date: May 1, 2007

Customer [_____] Gallons used last year [_____]

Terms and Conditions:

Prebuy Plan F0607 for the 2006-2007 heating season will be a fixed price of (AGREEMENT PRICE) per gallon. This means you will pay (AGREEMENT PRICE) per gallon on all deliveries between September 1, 2006 and May 1, 2007 (where funds are available). This is a fixed price; you will never pay more **or less**^{*1} than (AGREEMENT PRICE) per gallon at any time. You must be set up as an automatic customer for the entire time of this program^{*2}. Your deliveries will be calculated by our computer system based on fuel usage and our degree-day system. Degree-day calculation will vary by account location and any changes to the location's fuel usage should be reported to Mount Blue Oil's customer service department. Automatic delivery may be discontinued after the plan end date of this agreement or prebuy funds have been depleted; notification must be given to Mount Blue Oil's customer service department ten (10) working days prior to the automatic delivery stop request. Unless notification has been given according to plan terms, you will remain on automatic delivery even after your prebuy funds have been depleted. This prebuy plan's pricing is guaranteed by purchased futures/contracts.

The Prebuy Plan will guarantee you a fixed price of (AGREEMENT PRICE) per gallon (on FUEL TYPE oil ONLY). The last day to deposit and/or set up your prebuy program will be set on a day-by-day basis^{*3}. The prebuy program's fixed price will become effective on September 1, 2006 and will run until May 1, 2007. By signing up for this program you agree to pay the fixed price of (AGREEMENT PRICE) regardless of our posted cash price. If the prebuy funds on your account run out before May 1, 2007, you will no longer receive the fixed price; your price of fuel oil will revert to our posted cash price. You will receive a final delivery at the agreement price; this delivery may be made after May 1, 2007. If the delivery is made after May 1, only the estimated gallonage from the prior delivery date to May 1 will be at the agreement price, the remaining gallonage will be at the posted cash price at time of delivery. All delivery minimums, rules and regulations apply to prebuy deliveries. If available prebuy funds fall below a 100-gallon delivery and you are canceling automatic delivery service after fund depletion, you can request the automatic delivery stop request; this request must be made at least ten (10) working days prior to your ticket being printed for delivery.

For a budget prebuy plan. You will prebuy the number of gallons for your agreement. The contracted gallonage will be paid for throughout the 2006-2007 heating season. The budget begins at time of agreement and runs for eleven months. To find your monthly payment we will take the total gallons contracted times (AGREEMENT PRICE) divided by 11 months $[(G * (AGREEMENT PRICE)) / 11]$. Budget payments must be made on time and on a monthly basis. Missing one month's payment will result in cancellation of this agreement and your budget plan unless other arrangements have been made with Mount Blue Oil. Missing more than one month's payments will result in cancellation of this agreement and your budget plan regardless of any other arrangements that have been made with Mount Blue Oil. Missing a payment is defined by a

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON MORE THAN ONE PAGE

payment that is not made in a given month or a payment that is received after the payment due date of that month. For budget type agreements, any reference to prebuy funds will be synonymous with contacted gallonage.

Downside Protection Insurance:

Downside Protection Insurance (hereafter referred to as insurance) is available on a per gallon basis. Insurance will allow this agreement's fixed price to follow the posted cash price if the posted cash price drops below the agreement's fixed price. Insurance must be purchased at the time of this agreement signing and will be purchased for the total gallonage contracted for in this agreement. Insurance will be automatically invoked, at anytime during the agreement's effective dates, when the posted cash price is less than the agreement's fixed price. The insurance will be invoked on a delivery-by-delivery basis and the lower price will be reflected on your account and statement but will not be reflected on your delivery ticket. The insurance fee will be at a price of \$0.20 per gallon. Insurance on unused gallonage will not be refundable at the end of the heating season.

Customer Acknowledgement:

I have read, agree to, and understand the terms and conditions as stated in the above agreement; any questions I may have had have been answered satisfactorily and completely. I understand signing this agreement binds me to all terms and conditions set forth as such. This agreement is also subject to the terms and conditions of the Mount Blue Oil's Automatic Delivery Disclaimer. I agree to sign any corrected documentation due to clerical errors.

I wish to participate in the Downside Protection Insurance? Yes: No: *4

_____ /_____/_____
Print Name Customer's Signature Date

- *1: The price will drop to the posted cash price if the downside protection insurance has been purchased.
- *2: In certain cases the automatic delivery restriction may be waived for an individual account location; reasons include, but are not limited to, location is heated by wood stove majority of time, location is seasonal, location is a locked fill. Exclusion will be noted if applicable.
- *3: Prebuy plans for the 2006-2007 heating season will be determined on a day-by-day basis. If you wish to deposit further funds into your account at this program's pricing, you may do so until the plan end date has been reached. To find out if this plan is still active please contact Mount Blue Oil's customer service department. A new agreement will need to be signed showing the newly contracted gallonage and dollar amount. We reserve the right to cancel or change programs at any time.
- *4: By checking "Yes" you agree to all terms and conditions of the Downside Protection Insurance and understand the fee is due at this time in full. By checking "No" you agree to waive all terms of the Downside Protection Insurance and you will pay the fixed agreement price for the length of the agreement.

Office Use Only:

Account/ Locations attached to this contract:
 [____/____/____][____/____/____][____/____/____][____/____/____][____/____/____][____/____/____][____/____/____][____/____/____]
 Employee # [____] Contract Gallons: [____] Total Contract \$: [____]

Deposit Information: Deposit Date: [____/____/____] Deposit \$: [____] CK/ID#: [____]
 Method: Cash: [] Check: [] Visa/MC: [] Discover: [] Amex: [] _____: []

Plan Exclusions: [_____]

THE TERMS OF THIS AGREEMENT ARE CONTAINED ON MORE THAN ONE PAGE