

Contract Number: _____

Contract Date: July 27, 2022

Southern States Harrodsburg Cooperative, Incorporated Petroleum Price Program

Customer's Name: Mercer County Schools

Customer Address: 1124 Moberly Rd. Customer #: 1276868

Harrodsburg, KY 40330

Customer agrees to purchase liquid propane, propane gas, heating oil or other fuel ("Fuel") in the form and quantity set forth below. Please check next to the applicable program.

☒ **Fixed Price Program: Commercial**. The cost for Fuel is \$ 2.30 per gallon, which is guaranteed, regardless of whether the posted retail price at time of delivery is higher or lower than the Fixed Price set forth herein. However, if Customer's deliveries exceed the contracted gallons, then the higher of the current retail or market price on the date of delivery will be charged for any gallons over the contracted amount.

Effective Dates	Type of Fuel	Quantity (in gallons)	Fuel Cost (per gallon)
July 25, 2022 - June 30, 2022	LP Gas for Bus Fleet	TBD	\$2.30

☐ **Prepaid Pricing Program:** Choose an item.. The cost for Fuel is \$Enter Amt.per gallon, which is guaranteed, regardless of whether the posted retail price at the time of delivery is higher or lower than the prepaid price. Customers must prepay in cash or with a check to participate in the Prepaid Pricing Program. If Customer's deliveries exceed the gallons prepaid, then the higher of the current retail or market price, whichever is greater, on the day of delivery will be charged for any gallons over the contracted amount.

Effective Dates	Type of Fuel	Quantity (in gallons)	Fuel Cost (per gallon)
NA	NA	NA	NA

*Please note: Unless otherwise noted by the Customer, gallons will be determined based on historical data for each account (if there is more than one account) for existing Customers. New Customers estimated gallons will be determined based on the size of the tank and estimated usage.

TERMS AND CONDITIONS OF PRICE PROGRAM

Definitions: For purposes of this Agreement, "Cooperative" shall refer to the Southern States location named above.

Term: The Term of the Petroleum Price Program, referred to hereinafter as the "Program", shall commence on the date of this Agreement must be executed for annual renewals of the Program.

Eligibility: To be eligible to participate in the Program, Customer must either set up a new account with the Cooperative of John Deere Financial, or have an existing account with the Cooperative or John Deere Financial in accordance with Cooperative and or John Deere Financial credit policies. Purchases hereunder are not eligible for other discounts, offers or other marketing promotions that may be offered during the Term.

Payment: Deliveries are subject to compliance with Cooperative credit policies. All statements for delivered product and other services shall be due when rendered. Customer shall pay all costs incurred by the Cooperative in collecting delinquent amounts, including reasonable attorney's fees.

Delivery Terms: Customer agrees to delivery on an automatic ill delivery system and receive a fill-up each delivery. No partial fill-ups will be delivered at the contracted price. Fuel and other surcharges may apply.

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Difference in Quantity: If actual quantity of gallons used exceeds the contracted quantity of gallons entered into the log above, Customer agrees to pay the greater of the posted retail price or the market price at time of delivery for any additional gallons. If actual quantity used is less than the quantity logged above, Customer agrees to pay the penalties stated above. Enrollment Fees are not eligible for reimbursement if Customer fails to meet the contracted quantity. Certain additional fees may apply and Cooperative reserves the right to charge such applicable fees without prior notice to the Customer.

Entire Agreement: To the extent that this Agreement is inconsistent with the terms of any other agreement between Cooperative and Customer, the terms of this Agreement will apply.

Prepaid Program: The Purchaser hereby acknowledges that BMO Harris Bank N.A., as Agent for itself and certain other lenders (the "Agent") under that certain Credit Agreement, dated as of September 22, 2017 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time) by and among the Seller, certain of its affiliates, the lenders party thereto and the Agent, has been asked by the Seller to extend financing which is secured, in part, by the Purchased Goods and by the accounts receivable arising in favor of the Seller upon Purchaser's purchase of the Purchased Goods. The Purchaser, as a result of certain prepayments, advances, cash deposits, or bonus credits provided to or for the benefit of the Seller, may have the right to set off against accounts, contracts, claims or other monies owing by the Purchaser to the Seller (or on the Purchased Goods or other Inventory owned or in the possession of the Seller). These circumstances preclude the Seller from granting adequate security to the Agent in order to receive the financing from the Agent and the other lenders.

Accordingly, in order to induce the Agent and the other lenders to extend credit to the Seller, the Purchaser agrees that its rights of offset, counterclaim, chargeback and recoupment, as they relate to any and all accounts receivable or accounts arising thereunder, contracts, or for any other claims that the Purchaser may at any time have against the Seller (including any such claims with respect to the Purchased Goods or other Inventory owned or in the possession of the Seller), are hereby waived, regardless of how such rights may arise. The Purchaser agrees that any prepayments, advances, cash deposits, and bonus credits provided to or for the benefit of the Seller do not and shall not constitute a lien or other encumbrance on the Purchased Goods (or any other inventory) subject to the security interest of the Agent. The Purchaser waives acceptance by the Agent of the foregoing agreements. These agreements are made for the benefit of the Agent, the lenders for which it serves as Agent, and their respective successors and assigns.

Force Majeure: Should events or conditions beyond the control of Cooperative, such as acts of God, war, curtailment of interruption of transportation facilities, threats or acts of terrorism or similar acts, civil disturbance or any other emergency beyond the parties' control, make it inadvisable, illegal or impossible for Cooperative to perform their obligations under the Agreement, Cooperative may cancel the Agreement without liability upon immediate notice to Customer. Customer shall not be entitled to any refunds, rebates or other reimbursement. Notwithstanding the foregoing, if a Prepay Price Program Customer has paid in full and not receive all or some of the contracted gallons, Cooperative shall reimburse Customer for those gallons not delivered.

Southern States Harrodsburg

By: Chaz A. Reed 27 July 22

Print Customer Name _____

Customer Signature _____