

Ag Valley Co-op

Box 68

Edison, NE 68936

(308) 927-3681

800-228-1352

ACCOUNT # _____

ORDER # _____

Fixed Price Fuel Purchase Contract

THIS AGREEMENT, made and entered into this 7/21/2023, by and between AHPS, of Andover, NE (referred to as "Purchaser") and Ag Valley Cooperative, Nonstock, a cooperative with its principal place of business at Edison, Nebraska (referred to as "Dealer").

PRODUCTS: Purchaser hereby agrees to purchase from Dealer and Dealer hereby agrees to supply to Purchaser the following commodities through Dealer's Bobtail/Back in Andover pumps. This contract is product specific (i.e. if you contract Ruby and purchase straight #2 Diesel, the straight #2 Diesel will not be applied to your contract).

(Product)	(Quantity)	(Price)	(Time Period)	(Total Price)
1. <u>E-10</u>	<u>3700</u> gallons at \$ <u>3.57</u> per gallon	<u>Aug 23</u> to <u>Jan 24</u>	\$ <u>13,209.00</u>	
2. <u>Propane</u>	<u>3100</u> gallons at \$ <u>2.56</u> per gallon	<u>Aug 23</u> to <u>Jan 24</u>	\$ <u>7936.00</u>	
3. _____	_____ gallons at \$ _____ per gallon	_____ to _____	\$ _____	

(Collectively the "Fuel")

Total Dollar Amount \$ 21,145.00

PRICING: The parties acknowledge that the price shall not exceed said commodity pricing unless changes in any applicable taxes. Provided that in the event the nearest contracting terminal is out of product, Dealer may have to go a greater distance to load fuel, Purchaser shall pay difference in freight between contracted terminal and lifting terminal.

PAYMENT: Purchases of Fuel pursuant to this Contract shall be billed to Purchaser on a monthly basis on Purchaser's credit account, and Purchaser agrees to pay Dealer in full for all purchases made (including but not limited to all Fuel purchased under this Contract) on such credit account not later than the 10th day of the month following the month for which the statement of account was rendered. If Purchaser fails to timely pay the Dealer as required in this Contract, Dealer may terminate this Contract at Dealer's option upon written notice to Purchaser; further, Purchaser agrees to pay Dealer interest on such credit account at the rate of 1.333% per month for all charges which remain unpaid for more than 30 days following rendition of the statement.

DEFAULT PROVISIONS: This Contract has no option or rollover provisions. If this Contract is terminated by Dealer as set forth above or if any portion of this Contract remains unfilled at the expiration date due to a default by the Purchaser, Dealer reserves the right to declare the Purchaser in default of the unfilled portion of the Contract. If Purchaser breaches this Contract, Dealer may pursue any and all legal remedies, which may include losses resulting from the difference between the contract price stated herein and the current cash price for Fuel on the expiration/termination date, plus all expenses and incidental and consequential damages. If Purchaser breaches its obligations under any other agreement between Purchaser and Dealer, and such breach is not corrected in accordance with the specific terms of such agreement, then Dealer in its sole discretion may terminate this Contract by written notice to Purchaser, and Dealer may immediately set off the amounts received pursuant to this Contract (e.g., prepayments or other credits) against any damages sustained by Dealer as a result of Purchaser's breach of such other agreement(s); in such case, Dealer shall be relieved from its obligations to perform under this Contract. Dealer may waive a Purchaser's default; however, such waiver of any default by Purchaser shall not constitute a waiver of any other default by Purchaser.

FORCE MAJEURE: In the event of war, fire, flood, strike, labor trouble, breakage of equipment, accident, riot, act of United States or Foreign government authority, Acts of God, or any other contingency beyond reasonable control of Dealer interfering with supply of the Fuel under this Contract, the parties agree that the delivery or pickup dates shall be reasonably extended, and Dealer's only liability will be to supply the Fuel as it becomes available. If any provision of this Contract is deemed invalid or unenforceable by any court or tribunal, the parties agree that such provision is considered stricken and all remaining provisions shall remain valid and enforceable. This Contract may not be assigned without the written consent of the other party.

MISCELLANEOUS: This Contract shall be binding upon the heirs, executor, administrator, and representatives of the parties hereto. Unless otherwise terminated as provided herein, this Contract will expire when all Fuel delivered to Purchaser or when the identified delivery time period has expired, whichever occurs first. Title and risk of loss shall transfer to Purchaser at time of delivery.

Purchaser: _____

Dealer: _____

Date: 7/24/23

Date: 7/21/2023