

Thurston Energy, Inc.
410 Rubber Avenue Naugatuck, CT 06770
(203) 729-5274
Heating Oil Dealer #30
Prepay Price Protection Fuel Oil Program
For 2010-2011 Heating Season

Thurston Energy is pleased to announce its Price Protection Program. Now is the time to reserve your supply of quality heating oil and take delivery during the 2010-2011 heating season.

We ask that you review this contract, which is governed by and construed in accordance with the laws of the State of Connecticut, sign, date, and return all pages to us with your payment as soon as possible.

PREPAY PLANS:

Plan A, will be paid in full by the agreed-upon date. Customer agrees to automatic delivery. Minimum purchase of 500 gallons. Gallons reserved start upon receipt of payment and end April 30th 2011. Any credit balance for unused gallons on account after April 30th 2011 will be applied to next year's future purchase at the current market rate. Any gallons exceeding your pre-pay amount under this agreement will be priced at prevailing rate under standard terms of your account.

Plan B, offered at an additional \$.10 (ten cents per gallon) will be paid in six monthly installments with the total amount paid by the agreed upon date. The first payment is due upon signing contract. Plan B is only offered through August 31st 2010. Customer agrees to automatic delivery. Minimum purchase of 500 gallons. Gallons reserved start upon receipt of payment and end April 30th 2011. Any credit balance for unused gallons on account after April 30th 2011, will be applied to next year's future purchase at the current market rate. Any gallons exceeding your pre-pay amount under this agreement will be priced at prevailing rate under standard terms of your account.

All credit card payments will be subject to a \$.05 cents per gallon processing fee.

I HAVE READ AND AGREE TO THE TERMS LISTED ON ALL PAGES OF THIS CONTRACT.

- Elected Plan _____

Customer signature required, _____

Date: _____

Thurston Energy signature, _____

Date: _____

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NAME _____ PHONE _____

ADDRESS _____ CITY _____

PLEASE CHECK DESIRED PLAN _____ DATE PAYMENT RECEIVED _____

PLAN A: call for price _____

PLAN B: call for price _____

Please reserve _____ gallons of fuel oil at _____ per gallon. Total _____

Non-payment from customer automatically breaches this contract.
Burner service will be billed separately. Please pay for these charges separately.

Thurston Energy, Inc. pursuant to Connecticut law has sustained the cost of securing wholesale heating oil in order to make this offer to the customer. If the Customer breaches this contract prior to any deliveries being made, or during the term of the contract, then the customer agrees to liquidate Thurston's damages for the cost of acquiring the heating oil for the Customer and Thurston's associated expenses and overhead in the amount of (\$1500.00), as reflected by the purchase of gallons by the Customer made in this contract, in addition to any reasonable legal fees sustained by Thurston's in the enforcement of this clause. This liquidated damages provision is prorated based on gallons delivered and paid for by the Customer over the term of agreement and ends with Thurston's completed delivery of gallons and the Customer's payment in full.

Our price plans are available on a first-come/first-serve basis and may increase or decrease as Thurston's purchases more heating oil. The date we receive payment could affect your price. As customers purchase heating oil and new contracts are secured, prices will vary and are obtainable while supplies last. Thurston's purchases their heating oil in 42,000, 21,000, and 7500 gallon contracts.

I HAVE READ AND AGREE TO THE TERMS LISTED ON ALL PAGES OF THIS CONTRACT.

Elected Plan _____

Customer signature required, _____

Date: _____

Thurston Energy signature, _____

Date: _____

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PRE PAY PLAN TERMS AND CONDITIONS

1. Customer agrees that THURSTON'S is their sole supplier of heating oil. To participate in this plan your account must be in good standing. You agree to accept oil deliveries on an automatic basis of projected gallons as calculated by THURSTON'S, even if the market price falls below your reserved gallon price under this plan. You knowingly accept the risk that market prices may fluctuate in this manner.
2. Customer agrees to purchase a minimum of 500 gallons.
3. The contracted gallons terminates April 30, 2011. After April 30, 2011 any balance for unused gallons on account will automatically be applied to the next year's future purchase program 2011-2012 with THURSTON'S at the current market rate. THERE ARE NO REFUNDS.
4. Oil cannot be delivered to another address, but this plan is transferable to a new owner if you sell your home. You must give us adequate notice of such a sale, and the new owner(s) must sign a Thurston Energy, Inc. account agreement for such terms to be effective.
5. Fixed price programs begin when THURSTON'S receives your first payment. Gallons reserved are based upon prices of that date, which may fluctuate daily due to the volatile energy market, and WHILE SUPPLIES LAST.
6. After the contract gallons have been delivered by THURSTON'S to the customer, the customer agrees to remain on automatic delivery of heating oil as supplied by THURSTON'S until such time as the customer provides THURSTON'S with a written request to terminate deliveries.
7. Service and equipment charges are not part of this agreement and must be paid separately. Any charge for service not paid within 30 days may be debited from any credit under this plan at Thurston Energy's option.

I HAVE READ AND AGREE TO THE TERMS LISTED ON ALL PAGES OF THIS CONTRACT.

Elected Plan _____

Customer signature required, _____ Date: _____

Thurston Energy signature, _____ Date: _____