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AND FAX BACK TO:  
(617) 226-4569

SALES AGREEMENT CONFIRMATION

Contact: Amy O'Toole

Company: Town of Canton, CT

This will confirm the telephone conversation of March 1, 2013 between seller and buyer in which the following agreement was reached.

<b>Seller: Dennis K. Burke, Inc.</b>	284 Eastern Avenue	P.O. Box 6069	Chelsea, MA 02150
Attention: Joseph Cote, CFO	Phone: (617)884-7800		Fax: (781)658-2523
<b>Buyer: Town of Canton, CT</b>	4 Market Street	P.O. Box 168	Canton, CT 06022
Attention: Amy O'Toole	Phone: (860) 693-7837		Fax: (860) 693-7840

**Product: Ultra Low Sulfur Diesel** Delivery: Highway Garage  
Location F. O. B.: by Delivery / Tank Truck

<u>Gallons (Gross)</u>	<u>Price (\$/Gallon)</u>	<u>Date (Month/Day/Year)</u>
20,300	\$3.1121 net	July 1, 2013 – June 30, 2014

**Terms: Net 30 days**


Product to be delivered ratably. Overdeliveries are payable at seller's prevailing delivery price(s). Underliftings may be liquidated by Burke at a charge of less than \$.0500 per gallon plus the NYMEX differential. This charge is not a penalty but Burke's best effort to minimize cost for both Burke and the customer. Burke is solely responsible for the calculation. Customer is responsible for all applicable taxes and fees. Margin payment as determined by seller may be required in advance, upon receipt of this sales confirmation.

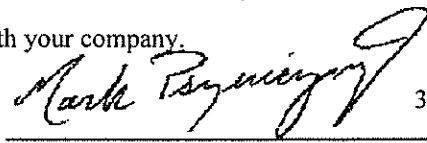
Special Conditions:

Seller shall not be liable for failure to perform any obligations under this agreement where such failure may be due to causes reasonably beyond seller's control, including acts of God, (e.g., storms, floods, lightning or earthquakes), fires, explosions, wars, civil unrest, labor disputes, transportation breakdowns, harbor closings, government restrictions (e.g., allocations, priorities or price controls) or any other such cause. Seller's ability to supply petroleum products further is dependent on their continued availability from seller's usual and anticipated supply sources. In the event such products are not readily available in sufficient quantities to meet seller's total commitments, seller shall have the right to allocate in a fair and reasonable manner. No such occurrence shall relieve buyer of the obligation to pay in full for product actually delivered.

The General Terms and Conditions of Dennis K. Burke, Inc. are incorporated by reference. This confirmation is the operative instrument with respect to the referenced transaction. If any of the above is contrary to your understanding of our agreement, please notify Dennis K. Burke, Inc. immediately. In the event no such notification is received by the close of business on the next working day following this transmission, the provisions set forth herein shall be binding upon both parties.

We appreciate the opportunity to conclude this transaction with your company.

  
Buyer \_\_\_\_\_ Date 3-4-13

  
For: Dennis K. Burke, Inc. \_\_\_\_\_ Date 3/1/13