

BOND NO: _____

FUEL SUPPLY PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____ as Principal, and _____, a corporation organized under the laws of the State of _____, and authorized to transact the business of surety in the State of Missouri, as Surety, are held and firmly bound unto _____ as Obligee, in the just and full sum of _____ (\$_____), for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS such that this bond is provided so that the Principal, can company with its obligations pursuant to the First Addendum of the Fuel Supply Contract dated _____, entered into between _____ as Buyer, and _____ as Seller. This shall not limit any other rights of the Obligee against the Principal.

NOW, THEREFORE, if the Principal shall pay in full amount of all sums which become due and owing to the Obligee under the terms of the said Fuel Supply Contract for refined fuel actually purchased from the Obligee pursuant to the Fuel Supply Contract, then this obligation shall be void, otherwise to be and to remain in full force and effect.

In no event shall the Surety's liability exceed in the aggregate for any and all losses.

Provided, that if the Surety shall so elect, this bond may be canceled by giving thirty (30) days notice in writing to the Obligee and this bond shall be deemed canceled at the expiration of said thirty (30) days; but said Surety so filing said notice shall not be discharged from any liability already incurred under this bond or which shall accrue hereunder before the expiration of said thirty (30) day period.

This bond is effective _____ and is continuous until canceled.

Signed, sealed and dated this _____ day of _____.

(Principal)

By: _____

(Surety)

By: _____