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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

January 10, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** amendment to an existing contract (Contract #8002878) with Superior Plus Energy Services Inc (VC#297357), Dover, NH, for propane supply and delivery, to add three locations to the contract and increase the price limitation by \$14,078.00 from \$1,962,554.62 to an amount up to and not to exceed \$1,976,632.62 effective upon Governor and Executive Council approval through July 31, 2024. The original contract (Contract #8002878) was approved by the Commissioner of the Department of Administrative Services on July 29, 2021, and most recently amended with the Commissioner of the Department of Administrative Services approval on June 23, 2023.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This request is **Retroactive** because the Department of Transportation has requested to have one location added to this contract (Contract #8002878) with Superior Plus Energy Services Inc for supply and delivery of propane. The Patrol Shed 527 location in Bedford, NH was missed as an added location as part of the Fifth Amendment. This was found upon subsequent Department of Transportation site audits, and the Department of Administrative Services was notified of the error. The vendor has honored all propane purchases made at the \$1.44 per gallon contracted price over the last year. Adding this location would result in a zero (0) sum cost difference.

As previously stated, the original contract (Contract #8002878) was approved by the Commissioner of the Department of Administrative Services, on July 29, 2021. It was subsequently amended on September 28, 2021; on October 6, 2021; on December 2, 2021; on February 11, 2022; on April 29, 2022; and on June 23, 2023, by the Commissioner of the Department of Administrative Services under Manual of Procedures (MOP) section 150 VII, C.

MOP section 150 VII, C allows the Department of Administrative Services to enter into a commodities contract without Governor and Executive Council approval under certain circumstances. The Department of Administrative Services exercised this option under subsection B "The immediate procurement of commodities would result in a financial benefit to the State which would not be obtained if a delay in procurement were to occur."

The Department of Administrative Services Bureau of Courts has requested to have one location added to this contract (Contract #8002878) with Superior Plus Energy Services Inc for supply and delivery of propane. The Lebanon Courthouse has undergone a facility upgrade to remove older heating systems previously powered by fuel #2 heating oil and has switched to newer heating systems powered by propane.

In addition, the Department of Environmental Services has requested to have one location added to this contract (Contract #8002878) with Superior Plus Energy Services Inc for supply and delivery of propane. The Murphy Dam site is being converted from a temporary propane site facility to a permanent propane site facility.

Under the terms of the original contract (Contract #8002878) the State reserves the right to add/delete items/locations to the contract. This **Retroactive** amendment, upon approval, would add the Department of Transportation Patrol Shed 527 to the existing contract (Contract #8002878), as well as add the Lebanon Courthouse and Murphy Dam locations, resulting in a price limitation increase to the state of \$14,078.00, from \$1,962,554.62 up to and not to exceed \$1,976,632.62.

Contract financials	
Current contract price limitation	\$1,962,554.62
Patrol shed 527 estimated propane usage (gallons)	3,500
Price per gallon (propane)	\$1.44
Patrol shed 527 estimated total cost	\$5,040.00
Lebanon courthouse estimated propane usage (gallons)	6,000
Price per gallon (propane)	\$1.44
Lebanon courthouse estimated total cost	\$8,640.00
Murphy dam estimated propane usage (gallons)	200
Price per gallon (propane)	\$1.99
Murphy dam estimated total cost	\$398.00
Total estimated price limitation increase	\$14,078.00
New requested price limitation	\$1,976,632.62

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

Based on the foregoing, I am respectfully recommending **Retroactive** approval of the contract amendment with Superior Plus Energy Services Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

**SEVENTH AMENDMENT TO THE CONTRACT
 BETWEEN SUPERIOR PLUS ENERGY SERVICES INC AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR PROPANE SUPPLY AND DELIVERY SERVICES
 CONTRACT # 8002878**

This Seventh Amendment (hereinafter referred to as the "Amendment"), dated this 7th day of December, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Superior Plus Energy Services Inc (hereinafter referred to as "the Contractor") for Propane Supply and Delivery Services.

WHEREAS, pursuant to an agreement effective August 1, 2021, amended by the First Amendment and approved by Department of Administrative Services Commissioner on September 28, 2021, amended by the Second Amendment and approved by Department of Administrative Services Commissioner on October 6, 2021, amended by the Third Amendment and approved by the Department of Administrative Services Commissioner on December 2, 2021, amended by the Fourth Amendment and approved by the Department of Administrative Services Commissioner on February 11, 2022, amended by the Fifth Amendment and approved by Department of Administrative Services Commissioner on April 29, 2022, amended by the Sixth Amendment and approved by the Department of Administrative Services Commissioner on June 23, 2023, and set to expire July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Propane Supply and Delivery services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$1,976,632.62

2. Add the following to locations to appropriate Districts, Appendix A – Pricing by Location:

District 1								
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE #	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL. (excl PERC fee)
NHDES – Dam Bureau	MURPHY DAM	ALAN WILLIAMS 603-538-6530	11 Murphy Dam Road, Pittsburg, NH 03592	PO Box 95 95 Hazen Drive, Concord, NH 03302	1/200	200	VENDOR	\$1.99

Contractor Initials: KG
 Date: 12-7-23

District 2								
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE #	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL. (excl PERC fee)
DAS - COURT FACILITIES	LEBANON DISTRICT COURT	JOHN CIMIKOSKI 603-931-9058	38 Centerra Parkway, Lebanon, NH 03766	25 Capitol Street, Room 115 Concord, NH 03301	1/2000	6,000	STATE	\$1.44

District 5								
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE #	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL. (excl PERC fee)
DOT - Patrol Shed	PATROL SHED 527	GARY CLIFFORD 603-666-3336	25 Route 101E, Manchester, NH 03110	16 East Point Drive Bedford, NH 03110	2/1000	3,500	VENDOR	\$1.44

Previous Total Price Limitation	\$1,962,554.62
Apply Contract Increase This Amendment	\$14,078.00
New Total Price Limitation	\$1,976,632.62

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on July 29, 2021, shall remain in full force and effect.

SUPERIOR PLUS ENERGY SERVICES INC

By: [Signature]
Keith Goodwin
(Print Name)

Title: Operations Manager

Date: 12-7-23

STATE OF NEW HAMPSHIRE

By: [Signature]
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 1-3-23

OFFICE OF THE ATTORNEY GENERAL

By: Duncan A. Edgar
Duncan A. Edgar
(Print Name)

Title: Attorney

Date: January 16, 2024

The foregoing contract was approved by the Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

Contractor Initials: KG
Date: 12-7-23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SUPERIOR PLUS ENERGY SERVICES INC is a New York Profit Corporation registered to transact business in New Hampshire on October 05, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 780232

Certificate Number: 0006239634



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Superior Plus Energy Services Inc.
(the "Corporation")

DELEGATION OF SIGNING AUTHORITY

The undersigned, Andrew Peyton, President of the Corporation, on behalf of Superior Plus Energy Services Inc. hereby authorizes Keith Goodwin, to sign and execute contracts on behalf of the Corporation in the State of New Hampshire.

DATED this 11th day of December, 2023



Andrew J. Peyton
President & COO
Superior Plus Energy Services Inc.



Coleen Matey
my commission expires 2/17/27



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Canada Limited Suite 1100, 222 - 3rd Avenue SW Calgary T2P 0B4 CANADA CN101789812-ALL-GGAWU-23-24	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Co Of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER C : The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER D : Travelers Casualty And Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Insurance Company	23043	INSURER B : The Travelers Indemnity Co Of Connecticut	25682	INSURER C : The Charter Oak Fire Insurance Company	25615	INSURER D : Travelers Casualty And Surety Company	19038	INSURER E :		INSURER F :
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INSURER E :																
INSURER F :																

COVERAGES **CERTIFICATE NUMBER:** HOJ-003802544-10 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TA1-B71-171618-013	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 500,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		HC2E-CAP-4295L832-TCT-23 (AOS) HRE-CAP-4295L820-TCT-23 (NY)	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTIONS		T12-691-473591-013	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	UB-3X379778-23-NC-T (AOS)	11/01/2023	11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		N/A	UB-3X35657A-23-NC-R (MA)	11/01/2023	11/01/2024	
A	CANADIAN COMM. GENERAL LIAB.		GLTOACDRA2023 (DED: CDN 500,000)	11/01/2023	11/01/2024	LIMIT CDN 1,000,000
A	CANADIAN UMBRELLA		UMTOACDRBA023 (SIR: CDN 10,000)	11/01/2023	11/01/2024	LIMIT CDN 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire, Administrative Services Bureau of Purchase and Property 25 Capitol Street Room 102 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC <i>Marsh USA LLC</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Canada Limited		NAMED INSURED Superior Plus Energy Services Inc. 1870 South Winton Road, Suite 200 Rochester, NY 14618-3960
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

- Canadian Commercial General Liability and Canadian Umbrella Policies were placed by Marsh Canada Limited. Marsh USA Inc. has only acted in the role of a consultant to the client with respect to these placements which are referenced here for your convenience.
- The Canadian Commercial General Liability Policy provides excess Difference in Conditions and Difference in Limits coverage to the US Commercial General Liability policy, except Pollution Liability.
- The Canadian Umbrella Policy provides excess Difference in Conditions and Difference in Limits coverage to the US Umbrella policy, except Pollution Liability.

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: June 21, 2023

CONTRACT FOR: Fuel- Propane, Supply and Deliver

CONTRACT #: 8002878

COMMODITY/NIGP CODE: 405-0300

CONTRACTOR: Superior Plus Energy Services Inc

VENDOR CODE #: 297357

SUBMITTED FOR ACCEPTANCE BY:

Claudia Roy
Digitally signed
by Claudia Roy
Date: 2023.06.01
15:00:05 -04'00'



PURCHASING AGENT / COLIN CAPELLE, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

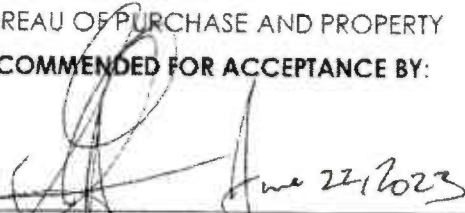
RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=MTS, o=DPSS, ou=Dept
Administrative Services,
email=Mathew.T.Stanton@das.nh.gov,
c=US
Date: 2023.06.21 11:05:34 -04'00'

MATHEW T. STANTON, DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 6/23/23



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 20, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to the provisions of MOP 150 VII, C, the Department of Administrative Services (DAS) has entered into an amendment with an existing contract (Contract #8002878) with Superior Plus Energy Services Inc (VC#297357), Dover, NH, for propane and delivery, by increasing the price limitation by \$1,483,185.02 from \$479,369.60 to \$1,962,554.62 and by extending the completion date from July 31, 2023 to July 31, 2024 which will result in a financial benefit to the State. The term became effective upon the Commissioner of the Department of Administrative Services approval on August 1, 2023 through July 31, 2024.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless sufficient appropriated funds cover the expenditure.

EXPLANATION

Manual of Procedures section 150 VII. C allows the DAS to enter into a commodities contract without Governor and Executive Council approval under certain conditions. The DAS exercised this option under section b "The immediate procurement of commodities would result in a financial benefit to the State which would not be obtained if a delay in procurement were to occur."

The DAS, through the Bureau of Purchase and Property, issued request for information (RFI) 2023-355 on April 14, 2023, with responses due on April 28, 2023 to address the cost of the additional locations needed under contract (Contract #8002878) for propane and delivery. This RFI reached 143 vendors through the NIGP electronic sourcing platform with an additional

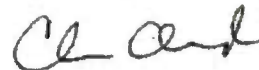
8 vendors directly sourced. There were two compliant responses received. The lowest cost response to the RFI was from the incumbent, Superior Plus Energy Services Inc. Atlantic Petroleum, the second lowest cost and comparable alternative, submitted amounts that were approximately 60% higher than Superior Plus Energy Services Inc. The results from this RFI offered compelling justification that it would be in the best interest of the State to extend the current contract (Contract #8002878) for an additional year at the current locked-in rates, rather than to rebid for a new contract. Communications with Superior Plus Energy Services Inc. and the primary using agency NH Department of Transportation indicated that locking in fixed rates for Propane is time sensitive and the contractor would have a limited window to commit the volume necessary to meet the states needs for the additional year.

This amendment by notification adds twenty additional locations throughout the State and continues propane fuel services for an additional year, per the contract terms, while ensuring a cost avoidance to the State of approximately \$1.2 million dollars. Superior Plus Energy Services Inc has agreed to extend under the same pricing, terms and conditions for an additional year. For the purpose of comparison Atlantic Petroleum submitted \$3.25 per gallon for deliveries exceeding 1,000 gallons or \$3.60 per gallon for deliveries less than 1,000 gallons. The incumbent price per gallon remains \$1.44 and \$1.99 respectively.

Contract financials	
Current price limitation	\$479,369.60
Current contract spend	\$1,330,474.02
Add new locations (20)	\$152,711.00
New price limitation	\$1,962,554.62
Savings/benefit to the State	\$1,286,345.38

Based on the foregoing, I am respectfully submitting notification and acknowledgement of the approved waiver for this contract amendment with Superior Plus Energy Services Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

DOT District	Sum of EST. annual gallons	Sum of Estimated annual spend
1	123,500	\$187,355.00
2	178,700	\$271,188.00
3	153,200	\$233,068.00
4	54,900	\$92,696.00
5	289,708	\$414,496.92
6	190,190	\$281,891.10
Temporary	1,000	\$2,490.00
Est. total	991,198	\$1,483,185.02

Original	Add tot orig	Add exist loc	New local	Check	Add Location \$
93,465	30,035	18,035	12,000	123,500	TRUE \$17,280.00
91,325	87,375	84,375	3,000	178,700	TRUE \$5,970.00
44,950	108,250	95,850	12,400	153,200	TRUE \$20,276.00
30,975	23,925	17,425	6,500	54,900	TRUE \$12,935.00
180,934	108,774	81,774	27,000	289,708	TRUE \$46,580.00
137,820	52,370	20,370	32,000	190,190	TRUE \$47,180.00
			1,000	1,000	TRUE \$2,490.00
579,469	410,729	317,829	93,900		\$152,711.00

Contract financials	
Current price limitation	\$479,369.60
Actual contract expenditure	\$1,330,474.02
Add new locations (20)	\$152,711.00
New recommended price limitation	\$1,962,554.62
MCP 150 VII. C savings	\$1,786,345.38

Competitor total \$3,248,900.00

Gallons	
Current estimated gallon usage	579,469
Estimated 12 month existing locations	317,829
Estimated add new location usage	93,900
Estimated total location usage	991,198

**SIXTH AMENDMENT TO THE CONTRACT
 BETWEEN SUPERIOR PLUS ENERGY SERVICES INC AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR PROPANE SUPPLY AND DELIVERY
 CONTRACT # 8002878**

This Sixth Amendment (hereinafter referred to as the "Amendment"), dated this 20th day of June 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Superior Plus Energy Services Inc (hereinafter referred to as "the Contractor") for Propane Supply and Delivery.

WHEREAS, pursuant to an agreement effective August 1, 2021, amended by the First Amendment on September 28, 2021, amended by the Second Amendment on October 6, 2021, amended by the Third Amendment on December 2, 2021, amended by the Fourth Amendment on February 11, 2022, amended by the Fifth Amendment on April 29, 2022 and set to expire July 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Propane Supply and Delivery for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
 \$1,962,554.62
2. Delete in its entirety from agreement the Completion Date and substitute the following:
 July 31, 2024
3. Add the following to locations to appropriate Districts, Appendix A - Pricing by Location:

DISTRICT 1								
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL. (excl. PERC fee)
DOT	Lancaster District Office	Jennifer Fortin 768-4641	641 Main Street Lancaster, NH	641 Main Street Lancaster, NH	1/2000	7,000	Vendor	\$1.44
DOT	Colebrook Water Shed	Jennifer Fortier 788-4641	306 Valley Rd. Colebrook, NH 03576	NHDOT, District 1, 641 Main Street, Lancaster, NH 03584	1/1000	3,000	Vendor	\$1.44
NH DES	DES-Pittsburg	DAN MATTAINI 271-3406	11 Murphy Dam Road	NH ENV. SERVICES, DAM	1/1000	2,000	Agency	\$1.44

*ub
6-20-23*

			Pittsburg NH	BUREAU PO BOX 95 CONCORD, NH 03302				
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DISTRICT 2								
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL. (excl. PERC fee)
Department of Safety	Mitchell Hill	Joshua Mann 271-2421	Mitchell Hill 58 Castle Road Haverhill, NH	33 Hazen Drive Concord, NH 03301	1- 500- gallons	1,500	VENDOR	\$1.99
DOT Bridge Maintenance	DOT Bridge Maintenance-Sunapee	Chris Moen 603-419-0480	96 Nutting Rd. Sunapee NH 03782	NHDOT Bridge Maintenance PO Box 483 Concord, NH 03302	2/100	1,500	Vendor	\$1.99

DISTRICT 3								
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL. (excl. PERC fee)
Bureau of Fuel Distribution	Bureau of Fuel Distribution-Gilford	Brian Pike 603-271-8931	1 Lily Pond Rd. Gilford NH 03249	PO Box 483 Concord NH 03302-0483	1/120	700	Vendor	\$1.99
Bureau of Fuel Distribution	Bureau of Fuel Distribution-Tamworth	Brian Pike 603-271-8931	1864 White Mountain Hwy. Tamworth NH 03886	PO Box 483 Concord NH 03302-0483	1/120	700	Vendor	\$1.99
DOT Bridge Maintenance	DOT Bridge Maintenance-New Hampton	Will Fullerton 603-419-0479	98 Dot Dr. New Hampton NH 37334	NHDOT Bridge Maintenance PO Box 483 Concord, NH 03303	2/250	1,500	Vendor	\$1.99

266
6-20-23

NHDOT District 3	Fuel for emergency generator	Nancy Spaulding 603-524-6667	2 SAWMILL ROAD. GILFORD NH 03249	NHDOT Bridge Maintenance PO Box 483 Concord, NH 03304	1/500	1,500	Agency	\$1.99
FNSP Cannon Mtn	FNSP Cannon Mtn-Lincoln	Amy Swift 603-986-7901	Flume Gorge Visitor Center/852 US Route 3 Lincoln NH	FNSP/Cannon Mt. 260 Tramway Drive, Franconia NH 03580	1/1000	8,000	Vendor	\$1.44

DISTRICT 4								
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS / SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL L. (excl. PERC fee)
NH DNCR Business Office	Bear Brook State Park (Park)	Christina Pacuk 603-892-5004	OFFICE-STORE/1 LOWER RD/*LEAVE TICKET*/ALLENSTOWN NH 03275	NH DNCR, 172 PEMBROKE RD. CONCORD, NH 03301	3	3,000	Vendor	\$1.99
DOT Bridge Maintenance	DOT Bridge Maintenance - Allenstown	Reed Deinhardt 603-396-4645	269 River Rd. Allenstown NH 03275	NHDOT Bridge Maintenance PO Box 483 Concord, NH 03304	2/250	2,000	Vendor	\$1.99
DNCR	PISGAH STATE PARK, HORSESHOE ROAD GARAGE	KIM NILSEN 439-7587	HORSESHOE ROAD CHESTERFIELD	NH DNCR BUSINESS OFFICE, 172 PEMBROKE RD. CONCORD, NH 03301	1/250	1,500	VENDOR	\$1.99

DISTRICT 5								
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS / SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL L. (excl. PERC fee)

66
6-20-23

DOT Highway Maintenance	Manchester Patrol Shed	Gary Clifford 603-666-3336	RT.101 EASTBOUND, MANCHESTER , NH 03301	NH DOT District 5 16 East Point Drive Bedford, NH 03110	2- 1,000- gallons	7000	Vendor	\$1.44
NHDES	DAM Bureau	Gail Timmins 603-271-7868	72 Silk Farm Road, Concord NH 03301	NHDES Fund Accounting PO Box 95 29 Hazen Dr Concord NH 03302	2- 1,000- gallons	7,000	State	\$1.99
NHDES	Watershed	William Gardner 603- 271-3440	70 Silk Farm Road, Concord NH 03301	NHDES Fund Accounting PO Box 95 29 Hazen Dr Concord NH 03302	1- 1,000- gallons	7,000	State	\$1.99
NH Liquor Commission	Store #85	Caitlyn Polizos (603) 230-7068	11 Merchants Way Concord NH 03301	NH Liquor Commission n AP Dept 50 Storrs St Concord, NH 03301	1/1000	6,000	Vendor	\$1.44

DISTRICT 6								
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL L. (excl. PERC fee)
DHHS	Hampstead Hospital	Aaron Stuart (w) 603-329- 5311 (cell) 603-724- 9898	218 East Rd Hampstead, NH 03841	218 East Rd Hampstead, NH 03841	(5) 1,000 Gal Tanks (3) underground (2) above ground	24,000	Vendor	\$1.44
DNCR Business Office	3 Bathroom Buildings on Horse Island Camping Area	Dave Richardson (603)892- 4762	7 PAWTUCKAWAY RD. NOTTINGHAM NH	NH DNCR, 172 PEMBROK E RD. CONCORD, NH 03301		2,000	Vendor	\$1.99

KB
6-20-23

NH Liquor Commission	Store 13	Caitlyn Polizos (603) 230-7068	481 High Street / Somersworth NH 03878	NH Liquor Commission AP Dept 50 Storrs St Concord, NH 03301	1/1000	6,000	Vendor	\$1.44
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Temporary locations								
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL. (excl. PERC fee)
All	Statewide	Varies	Varies	Varies	Varies	1000	Department	\$2.4900

Contract financials	
Current price limitation	\$ 479,369.60
Actual contract expenditure	\$ 1,330,474.02
Add new locations (20)	\$ 152,711.00
New recommended price limitation	\$ 1,962,554.62

Gallons	
Current estimated gallon usage	579,469
Estimated 12 month existing locations	317,829
Estimated add new location usage	93,900
Estimated total location usage	991,198

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on July 29, 2021, shall remain in full force and effect.

Handwritten: K6
6-20-23

**SUPERIOR PLUS ENERGY SERVICES
INC**

By: _____

Kesh Goodwin

(Print Name)

Title: _____

Operations Manager

Date: _____

6-20-23

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus

Charles M. Arlinghaus

(Print Name)

Title: Commissioner

Department of Administrative Services

Date: _____

6/23/23

OFFICE OF THE ATTORNEY GENERAL

By: _____

(Print Name)

Title: _____

Date: _____

The foregoing contract was approved by the
Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

46
6-20-23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SUPERIOR PLUS ENERGY SERVICES INC is a New York Profit Corporation registered to transact business in New Hampshire on October 05, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 780232

Certificate Number: 0006239634



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

SUPERIOR PLUS ENERGY SERVICES INC

(the "Corporation")

DELEGATION OF SIGNING AUTHORITY

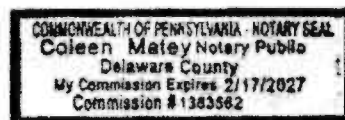
The undersigned, Andy Peyton, President of the Corporation, on behalf of Superior Plus Energy Services Inc hereby authorizes Keith Goodwin, to sign and execute contracts on behalf of the Corporation in the State of New Hampshire.

DATED this __26__ day of May, 2023



Andy Peyton
President
Superior Plus Energy Services, Inc.

Coleen Matey
Exp. 2/17/27





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. Incoming Multinational Client Service Unit 9830 Colonsade Boulevard, Suite 400 San Antonio, TX 78230		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:															
CN101789812-ALL-GGAWU-22-23 INSURED Superior Plus Energy Services Inc. 1870 South Winton Road, Suite 200 Rochester, NY 14618-3950		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : Indemnity Ins Co Of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : Liberty Mutual Insurance Company	23043	INSURER B : ACE American Insurance Company	22667	INSURER C : Indemnity Ins Co Of North America	43575	INSURER D :		INSURER E :		INSURER F :	
INSURER	NAIC #																
INSURER A : Liberty Mutual Insurance Company	23043																
INSURER B : ACE American Insurance Company	22667																
INSURER C : Indemnity Ins Co Of North America	43575																
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** HQJ-003802544-04 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE OCCUR		TA1-B71-171518-012	11-01-2022	11-01-2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000 DEDUCTIBLE \$ 500,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		MMT H25674199	11-01-2022	11-01-2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB OCCUR EXCESS LIAB X CLAIMS-MADE DED RETENTION \$		TL2-631-473591-012	11-01-2022	11-01-2023	EACH OCCURRENCE \$ 4,500,000 AGGREGATE \$ 4,500,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WLR C68926654 - AOS WLR C68925661 - (CA & MA)	11-01-2022 11-01-2022	11-01-2023 11-01-2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	CANADIAN COMM GENERAL LIAB.		GLTOACDRA2022 (DED: \$500,000)	11-01-2022	11-01-2023	LIMIT CDN 1,000,000
A	CANADIAN UMBRELLA		UMTOACDRBAC22 (SIR: CDN \$10,000)	11-01-2022	11-01-2023	LIMIT CDN 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire Administrative Services
Bureau of Purchase and Property
25 Capitol Street
Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: CN101789812

LOC #: Canada



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Superior Plus Energy Services Inc. 1870 South Winton Road, Suite 200 Rochester, NY 14618-3960	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

-Canadian Commercial General Liability and Canadian Umbrella Policies were placed by Marsh Canada Limited. Marsh USA Inc. has only acted in the role of a consultant to the client with respect to these placements which are referenced here for your convenience.

The Canadian Commercial General Liability Policy provides excess Difference in Conditions and Difference in Limits coverage to the US Commercial General Liability policy, except Pollution Liability.

The Canadian Umbrella Policy provides excess Difference in Conditions and Difference in Limits coverage to the US Umbrella policy, except Pollution Liability.

**FIFTH AMENDMENT TO THE CONTRACT
 BETWEEN SUPERIOR PLUS ENERGY SERVICES INC. DBA RYMES
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR PROPANE SUPPLY AND DELIVERY
 CONTRACT # 8002678**

The fifth amendment heretofore referred to as the "Amendment" shall be effective as of the date of the execution of this amendment by the State of New Hampshire, Department of Administrative Services, and Superior Plus Energy Services Inc. DBA RYMES, and shall be subject to the terms and conditions of the original contract and this amendment.

It is the intent of the parties to this amendment to amend the original contract and this amendment to provide for the delivery of propane gas to the locations listed in the attached schedule of locations. The parties agree that the delivery of propane gas to the locations listed in the attached schedule of locations shall be subject to the terms and conditions of the original contract and this amendment.

LOCATION	PHYSICAL ADDRESS	CONTACT PERSON'S NAME	PHONE NUMBER	LOCATION	PHYSICAL ADDRESS	CONTACT PERSON'S NAME	PHONE NUMBER
Logans	Route 101 - Logans	Delaney	(603) 895-1234	Greenfield	Greenfield	Delaney	(603) 895-1234
Two Rivers	Route 101 - Two Rivers	Delaney	(603) 895-1234	Greenfield	Greenfield	Delaney	(603) 895-1234
Logans	Route 101 - Logans	Delaney	(603) 895-1234	Greenfield	Greenfield	Delaney	(603) 895-1234
Two Rivers	Route 101 - Two Rivers	Delaney	(603) 895-1234	Greenfield	Greenfield	Delaney	(603) 895-1234

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 1st day of January, 2008.

Handwritten notes and a signature on the left side of the page.

Handwritten notes and a signature on the right side of the page.



SUPERIOR PLUS ENERGY SERVICES INC.

(the "Corporation")

DELEGATION OF SIGNING AUTHORITY

The undersigned, Andy Peyton, President of the Corporation, on behalf of Superior Plus Energy Services Inc., hereby authorizes Keith Goodwin, to sign and execute contracts on behalf of the Corporation in the State of New Hampshire.

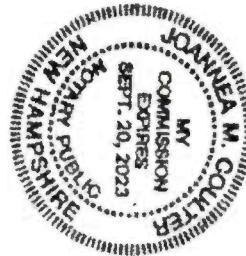
DATED this 28 day of March, 2022



Andy Peyton
President
Superior Plus Energy Services Inc.



3-28-22



State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SUPERIOR PLUS ENERGY SERVICES INC is a New York Profit Corporation registered to transact business in New Hampshire on October 05, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 780232

Certificate Number: 0005411229



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of July A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. Insurance Multinational Client Service Unit 250 Corporate Boulevard, Suite 400 San Antonio, TX 78240	CONTACT NAME: _____ PHONE: _____ FAX: _____ SALE, AGENT, EMPLOYEE: _____ (A/C, No): _____ EMAIL: _____ ADDRESS: _____
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Liberty Mutual Insurance Company	21543
INSURER B ACE American Insurance Company	22907
INSURER C American International Group, Inc.	43875
INSURER D	
INSURER E	
INSURER F	

COVERAGES **CERTIFICATE NUMBER:** HDU600000000002 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	DESCRIPTION	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
1. COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE <input type="checkbox"/> ADVERTISING <input type="checkbox"/> PRODUCTS <input type="checkbox"/> COMPLETION <input type="checkbox"/> OTHER	10/01/2021	10/01/2022	EACH OCCURRENCE: \$ 1,000,000 DAMAGES TO RENTED PREMISES (Per occurrence): \$ 50,000 MED EXPENSE (Per occurrence): \$ 50,000 PERSONAL & ADJ INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 1,000,000 PRODUCTS - COMPLETION: \$ 1,000,000 LEGIBLE: \$ 1,000,000
2. AUTOMOBILE LIABILITY	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNERS <input type="checkbox"/> HIRE <input type="checkbox"/> RENTAL CAR	10/01/2021	10/01/2022	BODILY INJURY - PER OCCUR: \$ 1,000,000 BODILY INJURY - PER OCCUR: \$ 1,000,000 PROPERTY DAMAGE: \$ 100,000 COMBINED SINGLE LIMIT: \$ 1,000,000
3. UMBRELLA LIAB	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OTHER	10/01/2021	10/01/2022	EACH OCCURRENCE: \$ 1,000,000 AGGREGATE: \$ 1,000,000
4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY	<input checked="" type="checkbox"/> EMPLOYER <input type="checkbox"/> PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> VOLUNTEER <input type="checkbox"/> OTHER	10/01/2021	10/01/2022	ALL EMPLOYERS: \$ 1,000,000 ALL PROPRIETORS/PARTNERS/EXECUTIVES: \$ 1,000,000 ALL VOLUNTEERS: \$ 1,000,000
5. EXCESS UMBRELLA		10/01/2021	10/01/2022	EACH OCCURRENCE: \$ 1,000,000 AGGREGATE: \$ 1,000,000

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (ACORD 101, Additional Remarks schedule may be attached if more space is required)

CERTIFICATE HOLDER Marsh USA Inc. Internal Administrative 250 Corporate Boulevard, Suite 400 San Antonio, TX 78240	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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AGENCY CUSTOMER ID: CN101789812

LOC #: Canada



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc		NAMED INSURED Superior Sales Corp 1000 South Main Suite 100 St. Paul, MN 55102	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

1. This Certificate is provided to you for informational purposes only. It does not constitute an offer of insurance. Only the actual policy can provide the actual terms, coverages, amounts, conditions, exclusions, and other details of the insurance.

2. This Certificate is provided to you for informational purposes only. It does not constitute an offer of insurance. Only the actual policy can provide the actual terms, coverages, amounts, conditions, exclusions, and other details of the insurance.

3. This Certificate is provided to you for informational purposes only. It does not constitute an offer of insurance. Only the actual policy can provide the actual terms, coverages, amounts, conditions, exclusions, and other details of the insurance.

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: February 8, 2022

CONTRACT FOR: Propane, Supply and Delivery


CONTRACT #: 8002878

COMMODITY/NIGP CODE: 405-0300

CONTRACTOR: Rymes

VENDOR CODE #: 297357

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Ryan M Godin, o=Div of
Procurement Support Services,
ou=Bureau of Purchase & Property,
email=Ryan.M.Godin1@das.nh.gov
, c=US
Date: 2022.02.08 15:46:06 -05'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodos, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Paul.A.Rhodos@das.nh.gov
, c=US
Date: 2022.02.09 09:34:32 -05'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

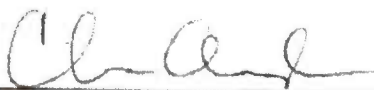
APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,
o=Department of Administrative
Services, ou=Div.sion of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.go
v, c=US
Date: 2022.02.09 15:02:06 -05'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE

2-11-22

**FOUR AMENDMENT TO THE CONTRACT
BETWEEN SUPERIOR PLUS ENERGY SERVICES INC. DBA RYMES
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR PROPANE SUPPLY AND DELIVERY
CONTRACT # 8002878**

This Four Amendment (hereinafter referred to as the "Amendment"), dated this 8 day of February 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Superior Plus Energy Services Inc. DBA Rymes (hereinafter referred to as "the Contractor") for Propane Supply and Delivery.

WHEREAS, pursuant to an agreement effective August 1, 2021, amended by the First Amendment on September 28, 2021, amended by the Second amendment on October 6, 2021, amended by the Third Amendment on December 3, 2021, and set to expire July 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Propane Supply and Delivery for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$476,864.00

2. Add the following to Districts 5, Appendix A - Pricing by Location:

DISTRICT 5								
Legend:	Blue Font = Automatic Delivery	Red Font - Seasonal Delivery (May-Oct)	Green Font = Call prior to delivery to have gate opened				Rymes	
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL. (excl. PERC fee)
LIQUOR COMMISSION	NEW LONDON STORE#64	ANNIE BULLIS 230-7045	293 Newport Road, New London	NH LIQUOR COMMISSION PO 50 STORRS ST CONCORD, NH 03301	1,1000	3,000	STATE (LANDLORD)	\$1.44000
LIQUOR COMMISSION	EPSOM LIQUOR STORE#83	ANNIE BULLIS 230-7045	1912 Dover Road, EPSOM	NH LIQUOR COMMISSION PO 50 STORRS ST CONCORD, NH 03301	1,1000	3,000	VENDOR	\$1.44000

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 1, 2021, shall remain in full force and effect.

Contractor Initials: *AL*
Date: *1/18/22*

SUPERIOR PLUS ENERGY SERVICES INC. DBA
RYMES

By: [Signature]
Keith Goodwin
(Print Name)

Title: Operations Manager

Date: 2-8-22

STATE OF NEW HAMPSHIRE

By: [Signature]
Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 2-11-22

Contractor Initials: KG
Date: 2/8/22

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SUPERIOR PLUS ENERGY SERVICES INC is a New York Profit Corporation registered to transact business in New Hampshire on October 05, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 780232

Certificate Number: 0005411229



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 21st day of July A.D. 2021.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State


SUPERIOR PLUS ENERGY SERVICES INC.

(the "Corporation")

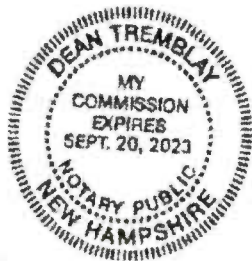
DELEGATION OF SIGNING AUTHORITY


The undersigned, Andy Peyton, President of the Corporation, on behalf of Superior Plus Energy Services Inc., hereby authorizes Keith Goodwin, to sign and execute contracts on behalf of the Corporation in the State of New Hampshire.

DATED this 17 day of January, 2022



Andy Peyton
President
Superior Plus Energy Services Inc.



Notary: 

Expiration: September 20, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. Incoming Multinational Client Service Unit 9830 Colonnade Boulevard, Suite 400 San Antonio, TX 78230 CN19110012-ALL-GGAW11-21-22 INSURED Superior Plus Energy Services 1570 South Wilson Road, Suite 200 Rochester, NY 14618-3650	CONTACT NAME: PHONE (A/C, No, Ext) FAX (A/C, No) E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER B: ACE American Insurance Company</td> <td>22957</td> </tr> <tr> <td>INSURER C: Indemnity Ins Co Of North America</td> <td>43575</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Insurance Company	23043	INSURER B: ACE American Insurance Company	22957	INSURER C: Indemnity Ins Co Of North America	43575	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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INSURER B: ACE American Insurance Company	22957													
INSURER C: Indemnity Ins Co Of North America	43575													
INSURER D:														
INSURER E:														
INSURER F:														

COVERAGES **CERTIFICATE NUMBER:** FOU-003802865-02 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (TR)	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		TA1871-1715-8-01	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 DEDUCTIBLE \$ 500,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		MMT-R2554860	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE RETENTION \$		TL2-691-42-001-011	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 4,500,000 AGGREGATE \$ 4,500,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SECTION 10 OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WLR 088912118 - AOS WLR 088012155 - (CA & MA)	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> PER STATE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	CANADIAN COMM. GENERAL LIAB		GLTCHCDRA021 (DR) \$500,000	11/01/2021	11/01/2022	LIMIT CDN 1,000,000
A	CANADIAN UMBRELLA		UMTACDRISA021 (SR) CDN \$10,000	11/01/2021	11/01/2022	LIMIT CDN \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire Administration
Services
Bureau of Purchase and Property
25 Temple Street
Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

AGENCY CUSTOMER ID: CN101789812

LOC #: Canada



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Vale Canada		NAMED INSURED Energy Services 1000-1000-1000 1000-1000-1000 1000-1000-1000	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

THIS POLICY IS SUBJECT TO THE POLICY WORDS AND CONDITIONS AND EXCLUSIONS AND LIMITS OF INSURANCE AND COVERAGE SET FORTH IN THE POLICY AND ANY ENDORSEMENTS ATTACHED HERETO.

THIS POLICY IS SUBJECT TO THE POLICY WORDS AND CONDITIONS AND EXCLUSIONS AND LIMITS OF INSURANCE AND COVERAGE SET FORTH IN THE POLICY AND ANY ENDORSEMENTS ATTACHED HERETO.

THIS POLICY IS SUBJECT TO THE POLICY WORDS AND CONDITIONS AND EXCLUSIONS AND LIMITS OF INSURANCE AND COVERAGE SET FORTH IN THE POLICY AND ANY ENDORSEMENTS ATTACHED HERETO.

**THIRD AMENDMENT TO THE CONTRACT
 BETWEEN SUPERIOR PLUS ENERGY SERVICES INC. DBA RYMES
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR PROPANE SUPPLY AND DELIVERY
 CONTRACT # 8002878**

~~November~~ This Third Amendment (hereinafter referred to as the "Amendment"), dated this 24 day of ~~December~~ 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Superior Plus Energy Services Inc. DBA Rymes (hereinafter referred to as "the Contractor") for Propane Supply and Delivery.

WHEREAS, pursuant to an agreement effective August 1, 2021, September 28, 2021 and October 6, 2021 set to expire July 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Propane Supply and Delivery for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties:

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, Item 1.8 Price Limitation and substitute the following:
 1.8 \$459,584.00
2. Add the following to Districts 1 and 3, Appendix A - Pricing by Location:

DISTRICT 1								
Legend:		Blue Font = Automatic Delivery			Red Font - Seasonal Delivery (May-Oct)			Rymes
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE #	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL. (excl. PERC fee)
ENVIRONMENTAL SVCS- DAM BUREAU	MURPHY DAM/ LAKE FRANCIS DAM CONTROL HOUSE	GAIL EMMINS (603) 271-2949	1 MURPHY DAM RD. FRANKLIN, NH 03052	FRIDGES, PO BOX 95 CONCORD, NH 03302	1/1000	1000	STATE	\$1,4000

Contractor initials: leb
 Date: 11/24/21

DISTRICT 3

Legend:		Blue Font = Automatic Delivery	Red Font - Seasonal Delivery (May-Oct)	Green Font = Call prior to delivery to have gate opened				Rymes
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS / SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL (excl. PERC fee)
ENVIRONMENTAL SVCS DAM BUREAU	OSNEY LAKE DAM BRIDGEMAN NE GATE HOUSE	GW THOMAS (403) 71-1188	OSNEY WORKS BY BRIDGEMAN NE	DAM FORECAST PARTY OF OSNEY LAKE DAM	2700	150	STATE	\$1,400.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 1, 2021, shall remain in full force and effect.

SUPERIOR PLUS ENERGY SERVICES INC. DBA
RYMES

By: [Signature]
Keith Gardner
(Print Name)

Title: Operations Manager

Date: 11-24-21

STATE OF NEW HAMPSHIRE

By: [Signature]
Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 12-2-21

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SUPERIOR PLUS ENERGY SERVICES INC is a New York Profit Corporation registered to transact business in New Hampshire on October 05, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 780232

Certificate Number: 0005411229



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of July A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Commonwealth of Pennsylvania
County of Chester

SUPERIOR PLUS ENERGY SERVICES INC.

(the "Corporation")

DELEGATION OF SIGNING AUTHORITY

The undersigned, Andy Peyton, President of the Corporation, on behalf of Superior Plus Energy Services Inc., hereby authorizes Keith Goodwin, to sign and execute contracts on behalf of the Corporation in the State of New Hampshire.

DATED this 30th day of November, 2021

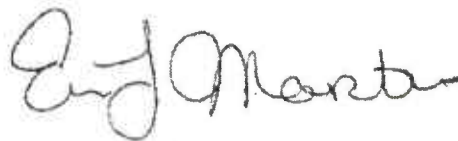
Signed (or attested) before me

on 11/30/21
by Andy Peyton



Andy Peyton
President
Superior Plus Energy Services Inc.

Commonwealth of Pennsylvania - Notary Seal
Erin L. Martire, Notary Public
Montgomery County
My commission expires August 8, 2023
Commission number 1355840
Member, Pennsylvania Association of Notaries



Exp 8/8/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc Incoming Multinational Client Services Unit 3830 Colonnade Boulevard, Suite 400 San Antonio, TX 78238	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL ADDRESS: _____ FAX (A/C, No): _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A - Liberty Mutual Insurance Company</td> <td></td> <td>29343</td> </tr> <tr> <td>INSURER B - ACE American Insurance Company</td> <td></td> <td>22507</td> </tr> <tr> <td>INSURER C - Integrity Ins Co of North America</td> <td></td> <td>43575</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A - Liberty Mutual Insurance Company		29343	INSURER B - ACE American Insurance Company		22507	INSURER C - Integrity Ins Co of North America		43575	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A - Liberty Mutual Insurance Company		29343																			
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INSURER C - Integrity Ins Co of North America		43575																			
INSURER D:																					
INSURER E:																					
INSURER F:																					

COVERAGES CERTIFICATE NUMBER: HOU-002602925-02 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NBR LTR	TYPE OF INSURANCE	ADDL(SUBR) INS: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> POLICY <input type="checkbox"/> PROS. <input type="checkbox"/> DIRECT <input type="checkbox"/> OCC <input type="checkbox"/> BOTH		11A187147318-01	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AEG \$ 1,000,000 CONTRACTIBLE \$ 500,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY		MM 1254880	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION(S)		TL2491471591-01	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 4,500,000 AGGREGATE \$ 4,500,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY BY WORKING FOR/REPORTING EXECUTIVE OR HIGH RISK MEMBER OCCURRED (Mandatory in NH) If yes, description below:		WCR 06891216 - POS	11/01/2021	11/01/2022	A PER STAFF/TS BOTH \$ B EACH ACCIDENT \$ 1,000,000 C DISEASE - EA EMPLOYEE \$ 1,000,000 D DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> CANADIAN COMM. GENERAL LIAB <input checked="" type="checkbox"/> CANADIAN UMBRELLA		ALTCADORA2301 SMT \$50,000 LIMCACDRB121 SMT \$25,000,000	11/01/2021	11/01/2022	LIMIT \$50,000,000 LIMIT \$25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10). Additional Remarks Schedule, may be attached if more space is required:

CERTIFICATE HOLDER State of New Hampshire - Administrative Services 200 North Main Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
---	---

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: October 4, 2021

CONTRACT FOR: Fuel, Propane, Supply & Deliver

CONTRACT #: 8002878

COMMODITY/NIGP CODE: 405-03

CONTRACTOR: Superior Plus Energy SVCS VENDOR CODE #: 297357

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Ryan M Godin, o=Div of
Procurement Support Services,
ou=Bureau of Purchase & Property,
email=Ryan.M.Godin1@das.nh.gov
, c=US
Date: 2021.10.04 10:00:03 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Mathew.T.Stanton@das.nh.g
ov, c=US
Date: 2021.10.04 15:19:58 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Dept
of Administrative Services, ou=Div
of Procurement Support Services,
email=Gary.S.Lunetta@das.nh.go
v, c=US
Date: 2021.10.06 10:48:04 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10-6-21

**SECOND AMENDMENT TO THE CONTRACT
 BETWEEN SUPERIOR PLUS ENERGY SERVICES INC. DBA RYMES
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR PROPANE SUPPLY AND DELIVERY
 CONTRACT # 8002878**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 4 day of October 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Superior Plus Energy Services Inc. DBA Rymes (hereinafter referred to as "the Contractor") for Propane Supply and Delivery.

WHEREAS, pursuant to an agreement effective August 1, 2021 set to expire July 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Propane Supply and Delivery for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$450,080.00

2. Delete the following to District 5, Appendix A - Pricing by Location:

LIQUOR COMMISSION	EPSOM LIQUOR STORE #83	ANNIE BULLIS 230-7045	1912 DOVER ROAD, EPSOM	NH LIQUOR COMMISSION PO BOX 503 CONCORD, NH 03302	1/1000	3,000	VENDOR	\$1,44000
----------------------	------------------------------	-----------------------------	---------------------------------	--	--------	-------	--------	-----------

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 1, 2021, shall remain in full force and effect.

Contractor Initials: VR
 Date: _____

10-4-21

SUPERIOR PLUS ENERGY SERVICES INC. DBA
RYMES

By: [Signature]

Keith Frodman
(Print Name)

Title: Operations Manager

Date: 10-4-21

STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arfinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 10-4-21

Contractor initials: EF
Date: 10-4-21

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SUPERIOR PLUS ENERGY SERVICES INC is a New York Profit Corporation registered to transact business in New Hampshire on October 05, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 780232

Certificate Number: 0005411229



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of July A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

SUPERIOR PLUS ENERGY SERVICES INC.

CERTIFICATE

I, Andrew Desmann, Vice President of Superior Plus Energy Services Inc. (the "Corporation") hereby certifies for and on behalf of the Corporation in my capacity as an officer of the Corporation and not in my personal capacity that:

- 1) Exhibit "A" attached is a true and correct copy of a resolution of the board of directors of the Corporation duly passed at a meeting of the board on June 10, 2021, and that such resolutions are in full force and effect and unamended as of the date hereof.

DATED at 21 as of the day of July, 2021.

SUPERIOR PLUS ENERGY SERVICES INC.

Per:

Andrew Desmann
Andrew Desmann
Vice President

TRACTA BADER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA6415625
Qualified in Monroe County
Commission Expires April 19, 2025

Tracta Bader
7/21/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. Incoming Multinational Client Service Unit 9850 Colonnade Boulevard, Suite 400 San Antonio, TX 78230	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
CN101799812 ALL-GAWU-20-21	INSURER(S) AFFORDING COVERAGE
INSURED Superior Plus Energy Services 1870 South Winton Road, Suite 200 Rochester, NY 14618-3560	MAIC #
	INSURER A: Zurich American Insurance Company 18535
	INSURER B: ACE American Insurance Company 22587
	INSURER C: American Guarantee and Liability Insurance Company 25247
	INSURER D: N/A N/A
	INSURER E: Zurich Insurance Company Ltd. 19535
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** HQJ-003902544-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ACQ/ISSUR INRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLCC0206120-03	11-01-2020	11-01-2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMMP/AGG \$ 1,000,000 DEDUCTIBLE \$ 500,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MMT H25310390	11-01-2020	11-01-2021	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000		AUG0206121-03	11-01-2020	11-01-2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/SHAREHOLDER EXCLUDED (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS online	Y/N N	WLR 06781052 (AGG) WLR 06781059 (CA, MA)	11-01-2020 11-01-2020	11-01-2021 11-01-2021	A: PER STATUTE D: R-ER E: EACH ACCIDENT \$ 1,000,000 F: DISEASE - EA EMPLOYEE \$ 1,000,000 G: DISEASE - PROCH/LIMIT \$ 1,000,000
E	CANADIAN COMM GENERAL LIAB		8846933 (DED: \$10,000)	11-01-2020	11-01-2021	LIMIT CON \$ 1,000,000
F	CANADIAN UMBRELLA		8846943 (S/R: CDN \$10,000)	11-01-2020	11-01-2021	LIMIT CON \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire, Administrative Services Bureau of Purchase and Property 25 Capital Street Room 102 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manash Mukherjee <i>Manash Mukherjee</i>
--	---

AGENCY CUSTOMER ID: CN101789812

LOC #: Canada



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY March 2017	NAMED INSURED SUN LIFE OF CANADA SERVICE THE COURT HOUSE COURT 250 RICHMOND BC V6A 2H4
POLICY NUMBER	EFFECTIVE DATE:
CARRIER	NAIC CODE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ACORD 25 (2008 01) is a schedule to ACORD 20 (2008 01) and ACORD 21 (2008 01) and is not intended to be used as a stand-alone form.

ACORD 25 (2008 01) is a schedule to ACORD 20 (2008 01) and ACORD 21 (2008 01) and is not intended to be used as a stand-alone form.

ACORD 25 (2008 01) is a schedule to ACORD 20 (2008 01) and ACORD 21 (2008 01) and is not intended to be used as a stand-alone form.

ACORD 25 (2008 01) is a schedule to ACORD 20 (2008 01) and ACORD 21 (2008 01) and is not intended to be used as a stand-alone form.

**FIRST AMENDMENT TO THE CONTRACT
 BETWEEN SUPERIOR PLUS ENERGY SERVICES INC. DBA RYMES
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR PROPANE SUPPLY AND DELIVERY
 CONTRACT # 8002878**

This First Amendment (hereinafter referred to as the "Amendment"), dated this ___ day of September 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Superior Plus Energy Services Inc. DBA Rymes (hereinafter referred to as "the Contractor") for Propane Supply and Delivery.

WHEREAS, pursuant to an agreement effective August 1, 2021 set to expire July 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Propane Supply and Delivery for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
 1.8 \$458,720.00
2. Add the following to District 5, Appendix A - Pricing by Location:

DISTRICT 5								
Legend:		Blue Font = Automatic Delivery	Red Font - Seasonal Delivery (May-Oct)			Green Font = Call prior to delivery to have gate opened		Rymes
DEPARTMENT	LOCATION	CONTACT PERSON & TELEPHONE NUMBER	PHYSICAL ADDRESS	LOCATION REMIT ADDRESS	# of TANKS/ SIZE	EST. ANNUAL USAGE GAL	TANK SUPPLIED BY	TOTAL FIXED PRICE/GAL. (excl. PERC fee)
DOT Highway Maintenance	PS528 Derry	Gary Clifford 603-666-3336	41B Kendall Pond Road Derry, NH 03038	NH DOT District 5 16 East Point Drive Bedford, NH 03110	3 - 1,000- gallons	5,000	VENDOR	\$1,4400
DOT Highway Maintenance	PS514 Salem	Gary Clifford 603-666-3336	54 Shadow Lake Road Salem, NH 03079	NH DOT District 5 16 East Point Drive Bedford, NH 03110	2- 1,000- gallons	1,500	VENDOR	\$1,4400

Contractor Initials: Vit
 Date: 9/24/21

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 1, 2021, shall remain in full force and effect.

Contractor Initials: YLB
Date: 8/21/21

SUPERIOR PLUS ENERGY SERVICES INC. DBA
RYMES

By: [Signature]
Keith Goodwin
(Print Name)
Title: Operations Manager
Date: 9-24-21

STATE OF NEW HAMPSHIRE

By: [Signature] Asst. Comm.
for Charles M. Arlinghaus
(Print Name)
Title: Commissioner,
Department of Administrative Services
Date: Sept 28, 2021

Contractor Initials: KB
Date: 9-24-21

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SUPERIOR PLUS ENERGY SERVICES INC. is a New York Profit Corporation registered to transact business in New Hampshire on October 05, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and it is in good standing as far as this office is concerned.

Business ID: 780232

Certificate Number: 0005411229



IN TESTIMONY WHEREOF

I thereto set my hand and cause to be affixed
the Seal of the State of New Hampshire
this 21st day of July A.D. 2021.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Commonwealth of Pennsylvania

County of Creston

SUPERIOR PLUS ENERGY SERVICES INC.

(the "Corporation")

DELEGATION OF SIGNING AUTHORITY

The undersigned, Andy Peyton, President of the Corporation, on behalf of Superior Plus Energy Services Inc., hereby authorizes Keith Goodwin, to sign and execute contracts on behalf of the Corporation in the State of New Hampshire.

DATED this 26th day of July, 2021.

Signed (or attested) before me

on 7/26/21

by Andy Peyton

A. Peyton

Andy Peyton
President
Superior Plus Energy Services Inc.

Commonwealth of Pennsylvania - Notary Seal
Enn L. Martira, Notary Public
Montgomery County
My commission expires August 8, 2023
Commission number 1355640
Member, Pennsylvania Association of Notaries

Enn L. Martira
Exp 8/8/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. Including Marsh USA, Inc. Third Service Unit 3830 Colonnade Boulevard, Suite 400 San Antonio, TX 78228	CONTACT NAME: _____ PHONE: _____ FAX: _____ (A/C, No. Ext.) (A/C, No.) E-MAIL: _____ ADDRESS: _____
INSURED Superior Plus Energy Services 1800 South Wilson Road, Suite 200 Rochester, NY 14615-0165	INSURER(S) AFFORDING COVERAGE
INSURER A: Zurich American Insurance Company INSURER B: ACE American Insurance Company INSURER C: American Guarantee and Liability Insurance Company INSURER D: N/A INSURER E: Zurich Insurance Company Ltd INSURER F:	AAC # 1115 2237 2234 N/A 1153

COVERAGES CERTIFICATE NUMBER: HCU-003802544-01 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE NO.	TYPE OF INSURANCE	ADD'L SURR. INSR. WVC	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE		0100210120-01	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (if a profferee) \$ 50,000 MED EXP. (per occurrence) \$ 10,000 PERSONAL & ADVERTISING \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS/COMMODITIES \$ 1,000,000 DECLETTABLES \$ 100,000
	AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC OTHER					
B	AUTOMOBILE LIABILITY OWNED AUTOS ONLY HIRSD RENTAL ONLY		NMP H22010-01	11/01/2013	11/01/2014	BODILY INJURY (per accident) \$ 1,000,000 BODILY INJURY (per person) \$ 100,000 BODILY INJURY (per family) \$ 100,000 PROPERTY DAMAGE (per accident) \$ 100,000 PROPERTY DAMAGE (per person) \$ 100,000 UNINSURED MOTORIST (per accident) \$ 100,000
C	UMBRELLA LIAB EXCESS LIAB		AL 0320121-01	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY EMPLOYER'S PARTIAL RESPONSIVE (OFFICER MEMBERS EXCLUDED) (Mandatory in NH) Description of Operations: _____		WV 405810007 (AOR) WV 037811063 (CA MA)	11/01/2013 11/01/2013	11/01/2014 11/01/2014	EACH ACCIDENT \$ 1,000,000 EMPLOYEE - PER EMPLOYEE \$ 1,000,000 EMPLOYEE - POLICY LIMIT \$ 1,000,000
E	OPERATION COMM. GENERAL LIAB		88-8500 (D) 0500 (00)	11/01/2013	11/01/2014	LIMIT \$ 1,000,000
F	OPERATION UMBRELLA		8845643 (00) (CON \$10,000)	11/01/2013	11/01/2014	LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire, Administrative Services 600 North Parkside Ave Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA, Inc. Manashi Mukherjee
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AGENCY CUSTOMER ID: CN101239912
LOG # Canada



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY: POLICY NUMBER:
INSURED: DATE OF BIRTH:
ISSUE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: 75 FORM TITLE: Additional Remarks

[Faint, illegible text in the main body of the form, likely bleed-through from the reverse side.]

FORM NUMBER P-37 (version 12/11/2019)

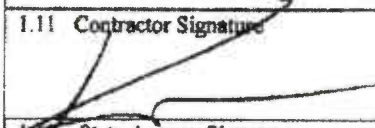

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord NH 03301	
1.3 Contractor Name Superior Plus Energy Services Inc (VC 297357)		1.4 Contractor Address 63 Fourth St Dover NH 03820	
1.5 Contractor Phone Number 603-228-2224	1.6 Account Number Various	1.7 Completion Date July 31, 2023	1.8 Price Limitation \$440,000.00
1.9 Contracting Officer for State Agency Loretta Razin, Purchasing Manager		1.10 State Agency Telephone Number 603-271-1451	
1.11 Contractor Signature  Date: 7.22.21		1.12 Name and Title of Contractor Signatory Keith Goodwin Field Operations Manager	
1.13 State Agency Signature  Date: 7/21/21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials KG
Date 7.22.21

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all

expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of

Contractor Initials

Date

[Handwritten Signature]
[Handwritten Date]

any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's

Page 3 of 14

discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise

Contractor Initials

Date

W/O
7-11-21

out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage forms covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Wb
7/22/00

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials KG
Date 7-26-21

**EXHIBIT B
SCOPE OF WORK**

1. EFFECTIVE DATE:

The Contract term shall commence on August 1, 2021 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "Effective Date") and shall continue thereafter through July 31, 2023 a period of approximately 2 years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed four (4) years.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Work
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2431-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Work," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2431-21."

3. SCOPE OF WORK

Contractor shall supply all labor tools, transportation, materials, equipment & permits as necessary and required to perform services as described herein.

The Contractor shall sell and provide a propane gas supply to the point(s) of delivery as listed in Appendix A and the State shall exclusively purchase (solely for consumption at the facilities) and cause to be received from Contractor. All required fuel at the facilities during the term. All future transactions shall be in accordance with this contract. During the term, Contractor reserves the right to manage State's load/volume requirements on a wholesale basis under applicable rules and regulations of the Federal Energy Regulatory Commission (FERC) (all applicable orders), NH - PUC3000 and including, without limitation, the supplying and/or settling of such load.

PERMITS:

Some towns and cities may require permits to deliver/install tanks, please note, the agency requesting propane, shall be responsible for the payment of the permit.

Contractor Initials

Date

ab
7/21/21

4. ABILITY TO PROVIDE:

Contractor shall provide the State agencies and eligible participants with their entire requested amount of the items required in this Contract without any delay or substitution.

5. ORDERING PROCEDURE:

State agencies shall place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants shall utilize their own individually established ordering procedures.

6. USAGE REPORTING:

The Contractor shall submit an annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Purchasing Agent Name and sent electronic to Loretta.M.Razin@NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - o Percentage of recycled materials contained within finished products
 - o Percentage of waste recycled throughout the manufacturing process
 - o Types and volume of packaging used for transport
 - o Any associated material avoided and/or recycled as applicable under contract
 - o A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

7. ACCOUNT COMMUNICATION & ESCALATION:

All communication regarding account details including but not limited to, shipping and receiving, invoice reconciliation, product availability, etc. shall be handled directly with the State agency contact assigned. If for any reason a resolution cannot be met at an agency level the Contractor agrees to escalate the concern to the Bureau of Purchase and Property prior to imposing any restriction or hold on the account in question.

B. DELIVERY:

Contractor is responsible for Good(s) delivery until the goods are delivered and accepted by the State. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Delivered goods that do not conform to the specifications or are not in good conditions upon receipt shall be replaced promptly by the Contractor.

The Contractor shall delivery of any Good(s) ordered under this Contract as mutually agreed by ordering agency for automatic delivery, will call or other as notified from State.

The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement.

DELIVERY - GENERAL:

State agencies shall contact Contractor and coordinate deliveries:

1. All Deliveries will be made **within 48 hours after receipt** of order, regardless of method of delivery (tank wagon or motor transport). Weekends and holidays are NOT exempt from the stated delivery schedule and it's understood that some locations are a 365-day delivery operation.
2. **DELIVERY SLIP / BOL** - All deliveries including tanker loads shall include a bill of lading and / or documentation to identify the type product left at each delivery. Delivery and load slips must be left at each delivery site. Failure to leave delivery documentation at each delivery site may result in delayed payments for said deliveries.
3. **SPILLS/ OVERFILLS** - Most underground tanks are equipped with 4" tight fill adapters. (Exception: above ground skid tanks.) Delivery trucks should be equipped with appropriate hardware to seal delivery-lines to prevent over-fills and/or spills. If a spill should occur during delivery or Contractor should deliver the wrong product to tanks, the Contractor assumes all responsibility and liability for spill, clean - up and/or cleaning of tank and the delivery driver will report the incident to onsite agency personnel immediately.
4. **OVERFILLS** - Delivery personnel shall unload product at a reasonable pace and rate to allow the flapper valve to perform its function. Over filling of the tank will require the Contractor to return to the site, pump out the overfill and clean out the manhole. All cost associated with correcting the overfill will be the Contractors sole responsibility. Violations of this requirement shall be reported to the State of New Hampshire Department of Environmental Services.
5. The State reserves the right to make additions or deletions to the list of delivery points and to increase or decrease the estimated quantity of propane fuel, as it may deem necessary, during the contract period.
6. The State of New Hampshire will do everything possible to prevent over ordering, although if a tank is unable to take the full amount ordered, the ordering "agency" will attempt to place the fuel at another location where Contractor has a contract at no additional cost to the State.
7. **EMERGENCIES** - Contractor(s) further agrees to deliver in less time **in case of emergencies** to the best of their ability. If delivery requirements are not met, the State reserves the right to purchase elsewhere, charging any additional costs back to the Contractor.
8. The use of a private carrier to make delivery **does not** relieve the Contractor from the responsibility of meeting the delivery requirement.

DELIVERY SLIPS:

Delivery slips shall be left at each delivery location. Delivery slip shall indicate at minimum all data stated below.

- Quantity of product delivered;
- Description of product delivered;
- Date of delivery;
- Tank I.D. number if available;
- Delivery location, agency and physical address;
- State contract number.
- Delivery driver shall make reasonable effort to obtain signature by agency or interested party; if no one is available to sign, driver shall sign delivery slip to include date and time

Contractor Initials

Date

YLB
J.W.

DELIVERY - "WILL CALL" OR "AUTOMATIC":

1. There are locations stated in Appendix A that require "automatic delivery" and some do not. If they are not marked as automatic delivery, it shall be assumed they are will call locations.
2. Agencies wishing to change location delivery status from will call to automatic delivery shall contact the Contractor in writing and request the delivery format change. Agencies shall also provide the necessary previous delivery history data.

DELIVERY - AUTOMATIC REQUIREMENTS - CONTRACTOR RESPONSIBILITIES:

The successful Contractor shall manage the fuel levels in each automatic delivery required location. The tank(s) shall be managed in such a manner that the individual tank will not run out of fuel. If for any reason a tank runs dry, the successful contractor will be responsible to:

1. Immediately refuel tank
2. Restart any or all boilers / furnaces and or water heaters affected and perform any boiler / furnace maintenance required due to the fuel outage
3. Accept and process claims for damage caused to the building because of loss of heat such as, broken pipes, frozen coils, water damage, etc.

DELIVERY - AUTOMATIC REQUIREMENTS - STATE AGENCY RESPONSIBILITIES:

1. To assist in a smooth delivery operation (especially at the beginning of a new contract with a new delivery company), the ordering agency shall provide the Contractor with one (1) year's previous delivery history data so the Contractor may provide the delivery service in an accurate and efficient manner. This history data is available by request from the previous contracted Contractor.
2. Agencies shall monitor their fuel tank consumption for the first four (4) months of a new contract to be sure they do not run out while the "automatic delivery" program builds a consumption history.

DELIVERY - SAFETY REQUIREMENTS AND PROCEDURES:

All delivery personnel will adopt the following safety procedures when making deliveries to any State location:

1. Exercise caution when maneuvering to avoid damage to containment walls.
2. Inspect tank, fittings and liquid level indicator prior to filling.
3. Place drip pans under all hose fittings prior to loading or unloading.
4. Block truck wheels before starting to load or unload.
5. Remain with the vehicle while loading or unloading.
6. Drain loading or unloading line to storage tank when loading or unloading is complete.
7. Verify that all drain valves are closed before disconnecting loading or unloading lines.

8. Inspect vehicle before departure to be sure all loading or unloading lines have been disconnected and vent valves are closed.
9. Immediately report any leakage or spillage to the onsite State personnel.
10. All delivery vehicles will be equipped with appropriate hardware to seal delivery-line to prevent over-fills and/or spills. If a spill should occur during delivery, the bidder assumes all physical and financial responsibility, as well as, all liability for any spill. All corrective action will take place within 24 hours upon incident awareness.
11. Delivery personnel will shut off all electrical devices (cellular phones, pagers etc.) while unloading product.

NOTE

Contractor are responsible for replacement of any State property that is damaged by the contractor(s) employees or equipment whether as the result of an incident at time of delivery or caused by heating system failure due to late delivery of fuel (building freeze ups). This stipulation applies to call in fuel requests exceeding the delivery time stated within and "automatic delivery" specified locations stated herein

9. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all product/items/services strictly pursuant to, and in conformity with this contract which resulted from RFB #2431-21.

It is the responsibility of the Contractor to maintain this State Contract and New Hampshire Contractor Registration with up to date contact information.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at [https://das.nh.gov/purchasing/registration/\(S|a0fzcv55ahaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/registration/(S|a0fzcv55ahaeqs45jpyq5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

10. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Contractor Initials

Date

YOB
7-27-21

11. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency.

Contractor Initials VB
Date 7/22/21

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor shall provide the items specified in Exhibit B in the amount not to exceed the Price Limitation of \$440,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.8.

Line item prices identified in this Agreement shall remain firm for the entire term of the Contract and shall be in US dollars and include delivery and all other costs. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Unless otherwise specified in purchase orders, contractor shall delivery all goods/products F.O.B. DESTINATION, which means delivered to a State agency's receiving facility or other designated point as specified in this Contract or subsequent purchase orders without additional charge. No charge for packing, shipping, or for any other purpose will be allowed over and above the price specified in this Agreement. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Line Price decreases shall become effective immediately as they become available to the Contractor.

2. PRICING STRUCTURE

SEE APPENDIX A FOR LOCATION AND PRICING

FEES AND TAXES:

Any and all relevant fees and taxes **will be included** in the offered markup charge stated by the Contractor. This includes any environmental, superfund, transportation or excise tax or fees, which the Contractor may be deemed responsible. The State will allow increases or require decreases in the posted markup and transportation cost equal to the value of the fee or tax if such increases or decreases occur after commencement of the Contract and are instituted by the State or federal government. No increases in the posted mark-up and transportation cost will be allowed without the prior written approval from the Director of the Division of Procurement and Support Services.

MINIMUM ORDERS:

There will be no minimum order whether in item quantity or dollar value associated with this Contract.

3. INVOICE

All invoices must list Contract Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted in this contract, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted by the State or the invoice has been received at the agency business office, whichever is later.

The invoice shall be sent to the address of the ordering agency.

Contractor Initials VLG

Date 7-22-00

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

It will be the responsibility of the Contractor to see that all invoices are complete and priced accurately per the terms, conditions and format of the contract. Inaccurate or incomplete invoices will be returned to the Contractor with a request for a new accurate and complete invoice. The State will make all efforts to pay all accurate and complete invoices within the payment term stated within this contract; however, errors within the original invoice will relieve the State of the original net-30 term time frame for payment.

Contractor is allowed to pass on any discounts to the State of New Hampshire. Any invoices with pricing lower than the "OPIS Propane Daily" posting plus mark-up shall be considered a discount, unless notification to the agency, and a revised invoice, are not provided within 5 business days. Invoices shall indicate all data stated below at minimum:

1. Proper remit address
2. Description of product delivered
3. Date of delivery
4. Tank I.D. number if available
5. Delivery location, agency and physical address
6. State contract reference number
7. Contract price per gallon, index price plus (mark up or fixed as stated in offer section), on date of delivery
8. PERC fee charged
9. Contractor may offer a cash discount for earlier payment on invoices

INVOICING FOR DELIVERIES ON WEEKENDS OR HOLIDAYS:

When deliveries are required on weekends, **(between 12:01 am Saturday and 12:00 pm midnight Sunday)** invoices for those delivery dates will be calculated against the posted journal price on the **previous** Friday. If deliveries occur on a holiday that falls in the middle of the week **(EXAMPLE: THANKSGIVING IS OBSERVED ON A THURSDAY)**, invoices for those delivery dates will be calculated against the posted price on the **previous** business day.

NEW YEARS DAY	MARTIN LUTHER KING DAY	PRESIDENTS DAY	MEMORIAL DAY
INDEPENDENCE DAY	LABOR DAY	VETERAN'S DAY	THANKSGIVING DAY
DAY AFTER THANKSGIVING	CHRISTMAS DAY		

4. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction

Contractor Initials kb
 Date 7-22-21

EXHIBIT D

RFB #2431-21 is incorporated here within.

Contractor Initials

Date

VLB
7/22/21

Commonwealth of Pennsylvania

County of Grester

SUPERIOR PLUS ENERGY SERVICES INC.

(the "Corporation")

DELEGATION OF SIGNING AUTHORITY

The undersigned, Andy Peyton, President of the Corporation, on behalf of Superior Plus Energy Services Inc., hereby authorizes Keith Goodwin, to sign and execute contracts on behalf of the Corporation in the State of New Hampshire.

DATED this 26th day of July, 2021.

Signed (or attested) before me

on 7/26/21

by Andy Peyton

A. Peyton
Andy Peyton
President
Superior Plus Energy Services Inc.

Commonwealth of Pennsylvania - Notary Seal
Erin L. Martire, Notary Public
Montgomery County
My commission expires August 8, 2023
Commission number 1355640
Member, Pennsylvania Association of Notaries

Erin L. Martire
Exp 8/8/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. Incoming Multinational Client Service Unit 9830 Colonnade Boulevard, Suite 400 San Antonio, TX 78230	CONTACT NAME: PHONE: FAX (A/C, No): E-MAIL: ADDRESS:																					
<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A - Zurich American Insurance Company</td> <td></td> <td>16535</td> </tr> <tr> <td>INSURER B - ACE American Insurance Company</td> <td></td> <td>22567</td> </tr> <tr> <td>INSURER C - American Guarantee and Liability Insurance Company</td> <td></td> <td>26247</td> </tr> <tr> <td>INSURER D - N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER E - Zurich Insurance Company Ltd.</td> <td></td> <td>16525</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A - Zurich American Insurance Company		16535	INSURER B - ACE American Insurance Company		22567	INSURER C - American Guarantee and Liability Insurance Company		26247	INSURER D - N/A		N/A	INSURER E - Zurich Insurance Company Ltd.		16525	INSURER F:			
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INSURER F:																						
INSURED Superior Plus Energy Services 1870 South Winton Road, Suite 200 Rochester, NY 14618-3960																						
CN101789812-ALL GGAWU-20-21																						

COVERAGES **CERTIFICATE NUMBER:** HQU-303802544-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE OCCUR		GL0206120-03	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS COMP/PROP AGG \$ 1,000,000 DEDUCTIBLE \$ 500,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRCD AUTOS ONLY NON-OWNED AUTOS ONLY		MMT #2510698	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		AUC0206121-03	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WLR 067810521 (ACS) WLR 067810569 (CA, MA)	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	CANADIAN COMM. GENERAL LIAB.		8845933 (DED \$500,000)	11/01/2020	11/01/2021	LIMIT CDN 1,000,000
E	CANADIAN UMBRELLA		8845643 (SIR) CDN \$10,000	11/01/2020	11/01/2021	LIMIT CDN 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of New Hampshire Administrative Services Bureau of Purchase and Property 25 Capitol Street Room 132 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: CN101789812

LOC #: Canada



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Superior Plus Energy Services 1970 South Winton Road, Suite 200 Rochester, NY 14618-3960	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

With respect to the US Commercial General Liability Policy, the Sudden and Accidental Pollution Coverage carries a self-insured Retention of US\$1,000,000.

Canadian Commercial General Liability and Canadian Umbrella Policies were placed by Marsh Canada Limited. Marsh USA, Inc. has only acted in the role of a consultant to the client with respect to these placements which are referenced here for your convenience.

The Canadian Commercial General Liability Policy provides excess Difference in Conditions and Difference in Limits coverage to the US Commercial General Liability policy, except Pollution Liability.

The Canadian Umbrella Policy provides excess Difference in Conditions and Difference in Limits coverage to the US Umbrella policy, except Pollution Liability.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SUPERIOR PLUS ENERGY SERVICES INC is a New York Profit Corporation registered to transact business in New Hampshire on October 05, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 780232

Certificate Number: 0005411229



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of July A D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State