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MASTER DELIVERED PETROLEUM PRODUCTS SALES AGREEMENT

This Master Delivered Petroleum Products Sales Agreement ("**Agreement**") is made and entered into as of August 29, 2022 by and between **Sprague Operating Resources LLC ("Sprague")** with offices at 185 International Drive, Portsmouth, New Hampshire 03801 and **GB II New Haven LLC ("Customer")**, with offices at c/o Eastern Gen, 300 Atlantic Street, 5th Floor, Stamford, CT 06901. In consideration of the mutual covenants, undertakings, terms and conditions set forth below, Sprague and Customer agree as follows:

1. Petroleum Product Sales. Sprague agrees to sell and Customer agrees to purchase from Sprague, on a delivered basis, petroleum products, which may be of various grades and specifications, ("**Products**") on the terms and conditions set forth in this Agreement.

2. Transaction Procedure. Except for transactions completed via the Sprague Real Time ® Portal, when Sprague and Customer reach an agreement on Customer's purchase of delivered Products, Sprague shall communicate to Customer the agreed upon terms in the form of a "**Sales Confirmation**," as set forth in the attached Exhibit A, via facsimile, electronic mail, or other means as agreed upon by the parties. Each Sales Confirmation is subject to the terms and conditions of this Agreement and is an integral part thereof. If any term of this Agreement conflicts with any term in a binding Sales Confirmation, the Sales Confirmation shall control, but shall not void any non-conflicting term of this Agreement. Customer shall be solely responsible for notifying Sprague in writing of any inaccuracies in the Sales Confirmation not more than two (2) business days from Customer's receipt of a Sales Confirmation. A Sales Confirmation shall be binding upon the parties when it is signed by Sprague or its authorized agent and either (1) Customer has signed the Sales Confirmation and returned it to Sprague; or (2) Customer has failed to sign the Sales Confirmation within two (2) business days from receipt and provide written notification of any inaccuracies.

In the event that Sprague approves Customer to purchase Products through Sprague's Real Time ® Portal, Customer shall comply with all the Sprague Real Time ® Portal terms and conditions. Any purchase of Products made by Customer via the Sprague Real Time ® Portal shall be binding and subject to the terms of this Agreement except as specified herein. If any term of this Agreement conflicts with any term of the Customer's offer matched by Sprague via the Sprague Real Time ® Portal, the terms of the matched offer shall control, but shall not void any non-conflicting term of this Agreement.

For purposes of applying the terms of this Agreement to Customer's purchases through Sprague's Real Time ® Portal, all references to "Sales Confirmation" made in this Agreement will also include Customer's offer matched by Sprague via the Sprague Real Time ® Portal.

3. Transportation. Unless other means is specified in the Sales Confirmation, Sprague shall deliver the Product via tank truck to the delivery location specified on the Sales Confirmation.

4. Pollution. In the event of a spill, leakage, escape, or discharge of Product or other product from Sprague's truck or delivery equipment which causes or threatens to cause pollution damage (hereinafter referred to as a "**Spill**"), Sprague shall promptly take whatever measures are necessary to prevent or mitigate such damage. Sprague shall indemnify, defend, and hold Customer harmless from and against any and all claims, costs, expenses, cleanup costs, losses, penalties, or other damages incurred by Customer as a result of the Spill to the extent caused by Sprague, its employees' or agents' gross negligent acts or omissions or willful misconduct.

Sprague

5. Quality and Quantity. The Products delivered by Sprague shall meet the fuel specifications applicable to the Product specified in the Sales Confirmation. Quantity measurement shall be specified in the Sales Confirmation. If any Product delivered hereunder fails to meet the specifications in the Sales Confirmation, then Customer shall have the right to reject such Product within fifteen (15) days of delivery; however, in no event shall Sprague be responsible for Product that was contaminated after title passed to Buyer and thereafter failed to meet the specification. In the event of rejection of Product by Customer, Sprague shall expeditiously remove any such non-compliant Product from Customer's storage tank(s) or, if possible, otherwise cure such specification defect without removal. Upon removal of any Product, Customer shall allow Sprague a maximum of five (5) days in which to replace the deficient Product. If however, Customer accepts delivery of Product that does not conform to the specifications, Customer and Sprague shall agree on an appropriate discount, if any, for such non-conforming Product. Failure of Customer to observe this provision or any action by Customer which impeded identification of an alleged specification defect shall act as a waiver of Customer's right to make such a claim.

6. Title and Risk of Loss. Unless otherwise agreed between Customer and Sprague, possession and title of the Product shall pass from Sprague to Customer as the Product passes the flange connection of the delivery equipment's delivery line to the receiving terminal's receipt hose. Responsibility for and risk of loss shall pass from Sprague to Customer at the time title passes to Customer.

7. Taxes. In addition to the purchase price stated in the Sales Confirmation, Customer will be liable for, pay and/or reimburse Sprague for the payment of, any and all taxes, fees (including any Federal Oil Spill Recovery Fee), assessments and other charges ("**Taxes**"), whether now existing or hereafter arising, which are imposed, levied or assessed by any federal, state or local governmental or regulatory authority with respect to the Products sold and delivered to Customer, the taxable incident of which arises out of or relates to the Products' production, storage, transportation, use, sale, delivery and/or transfer of title to Customer, Customer's payment therefore, or arises after such sale, delivery or title transfer. In the event that Sprague is required to pay any such taxes, fees, assessments or charges directly to the appropriate authority, Customer will promptly upon demand reimburse Sprague for such payments. Customer will furnish Sprague with any exemption or resale certificate or direct pay permit to which Customer may be entitled and will promptly notify Sprague of any change in the validity or scope of the same. If Customer fails to promptly notify Sprague of any change in its licensed status and taxes are subsequently imposed on the Product, Customer shall pay or reimburse Sprague for such taxable amount within two (2) days of receipt of notice from Sprague.

8. Pricing and Billing.

a. *Purchase Price*. The purchase price Customer shall pay Sprague for Products shall be the applicable price, as well as any Taxes, as set forth in Exhibit B, unless Customer and Sprague shall explicitly agree otherwise in a binding Sales Confirmation.

b. *Billing*. Sprague shall invoice Customer and Customer shall pay Sprague all amounts due Sprague under this Agreement in the manner specified by Sprague for all Products and any services. The method of payment will be by electronic funds transfer unless otherwise stated in the Sales Confirmation.

c. *Interest Rate*. Sprague may charge Customer an interest rate of one and a half percent (1½%) monthly or an interest rate as otherwise agreed in the Sales Confirmation on any late payment or the maximum legal rate, if lower.

d. *Invoices Presumed Final.* All invoices shall be conclusively presumed final and accurate. Customer shall waive any associated claim for an inaccurate invoice and/or overpayment unless, within twelve (12) months from the date of the delivery, in good faith, Customer objects to the invoice in writing, including an adequate explanation and supporting industry-acceptable documentation.

e. *Netting.* The parties shall net all undisputed amounts due and owing, and/or past due, such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with this Section 8; provided that no payment required to be made pursuant Sections 11.b. and c. shall be subject to netting under this Section.

9. Breach of Performance Obligations.

a. *Payment Failure.* If Customer breaches its obligation to pay Sprague's invoice when due, Sprague, without penalty, may immediately suspend performance without further notice to Customer and/or terminate this Agreement and any outstanding Sales Confirmation upon giving written notice to Customer. Sprague may also elect the Non-Defaulting Party's rights as set forth in Section 11.

b. *Customer's Receipt Failure.* Customer shall accept deliveries of the Product at regular intervals throughout the contract term or as otherwise specified in the Sales Confirmation. Failure by Customer to ratably accept delivery of Product shall constitute a material breach of the Agreement unless a specified delivery schedule has otherwise been agreed upon between the parties. In the event of such breach, Sprague shall provide notice to Customer of the breach with a delivery schedule for curing the breach. If Customer fails to cure the breach by adhering to the delivery schedule, Sprague, in its sole discretion, may elect to liquidate the portion of the Product volume which Customer failed to accept ratably and Customer shall pay Sprague, as reasonable liquidated damages for such breach, any positive difference between the purchase price for the unaccepted Product as set forth in the Sales Confirmation less the market price for the unaccepted Product. Customer shall not be entitled to any amounts from Sprague in the event the market price is greater than the purchase price. To ascertain the market price, Sprague need not enter into replacement transaction(s); rather, Sprague may consider, among other valuations, any or all of the settlement prices of the applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts or physical trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs.

c. *Seller's Delivery Failure.* In the event Seller fails to deliver Product as scheduled under a Sales Confirmation and has not cured such delivery failure within five (5) consecutive days, Customer shall in good faith use commercially reasonable efforts to purchase the most economic replacement fuel, in the undelivered amount, from a third party. Customer's sole and exclusive remedy for such breach, however, shall be payment from Sprague in an amount equal to any positive difference between the purchase price paid by the Customer to a third party for the replacement fuel (in an amount not exceeding that which Sprague failed to deliver), if any, less the purchase price that would have been due Sprague for the amount of product Sprague failed to deliver.

d. Any amount due under this Section 9. shall be payable two (2) business days after presentation of the performing party's invoice, which shall set forth the basis upon which the amount was calculated.

10. Events of Default. An "**Event of Default**" shall occur when a party (the "**Defaulting Party**") or its guarantor:

a. makes an assignment or any general arrangement for the benefit ofcreditors;

b. files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

c. otherwise becomes bankrupt or insolvent (howeverevidenced);

d. is unable to pay its debts as they fall due;

e. has a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

f. fails to perform any obligation to the other party with respect to Sections 14 or 15; or

g. the Customer sells fifty percent (50%) or more of its assets to a third party without ninety days' prior notice to Sprague.

11. Non-Defaulting Party's Rights. When an Event of Default occurs or Customer breaches its obligation to pay Sprague's invoice when due under Section 9.a., the party not in default (the "**Non-Defaulting Party**") shall have the right, at its sole election, in addition to any and all other available remedies under this Agreement:

(i) If there is a Customer Event of Default Sprague may immediately withhold and/or suspend deliveries upon notice to Customer and/or terminate the transactions under the Agreement and liquidate as set forth below.

(ii) If there is a Sprague Event of Default, then Customer may suspend payments for a period of time no longer than 5 business days at or within which time Customer must give notice to Sprague to either (i) make such outstanding payments to Sprague as and when due and continue under the terms of this Agreement or (ii) establish an Early Termination Date and proceed to terminate in the following manner (including making any payments for Products delivered to Customer but not yet paid):

a. The Non-Defaulting Party shall give notice to the Defaulting Party of the "**Early Termination Date**" for all the transactions under this Agreement, each being a "**Terminated Transaction**". On the Early Termination Date, all transactions will terminate, except those transactions, if any, that may not be terminated under applicable law or are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to terminate ("**Excluded Transactions**"). The Excluded Transactions must be terminated as soon as reasonably practicable, and upon termination shall be treated as Terminated Transactions. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of determining Market Value (as below defined).

b. When an Event of Default occurs the Non-Defaulting Party, if Sprague, shall be entitled to damages in an amount equal to (1) any amounts owed for Products delivered and not paid for as of the Early Termination Date; and (2) any positive difference between (i) the "**Purchase Value**", meaning the volume of Products remaining to be purchased under the applicable Sales Confirmation(s) multiplied by the price set forth in such Sales Confirmation(s); and (ii) the Market Value (as below defined). If the Non-Defaulting Party is Customer and it elects

to terminate, the Non-Defaulting Party shall terminate and calculate each Terminated Transaction at its Market Value, so that the amount equal to the difference between such Market Value and the Purchase Value of such Terminated Transaction(s) shall be due and payable to the Customer if the Market Value is greater than the Purchase Value (less any amounts owed to Sprague for Products delivered and not paid for as of the Early Termination Date). If the Market Value is less than the Purchase Value such amount shall be due and payable to Sprague if Customer elects to terminate the transactions (in addition to any amounts owed for Products delivered and not paid for as of the Early Termination Date).

c. "**Market Value**" means the volume of Products remaining to be delivered under the applicable Sales Confirmation(s) multiplied by the market price for a similar transaction at the applicable delivery point location determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, parties need not enter into replacement transaction(s); rather, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of the applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts or physical trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. Any extension(s) of the term of an Agreement to which the parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Market Values. The rate of interest used in calculating net present value shall be the then current JPMorganChase prime lending rate minus 2% or the maximum applicable lawful interest rate, if lower.

d. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts the parties owe under this Section 11, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "**Net Settlement Amount**"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount owed to the Non-Defaulting Party against any security or other collateral held by it in connection with any credit support obligation relating to the Agreement. As soon as practicable after a termination, the Non-Defaulting Party shall give written notice to the Defaulting Party of the Net Settlement Amount, including a reasonably detailed explanation of the calculation of such amount. Any failure to give such notice shall not affect the validity or enforceability of the termination or give rise to any claim between the parties. The Net Settlement Amount shall be paid by the close of business on the second business day following such notice, but not earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount shall accrue at the rate of one and a half percent (1½ %) monthly or the maximum applicable lawful interest rate, if lower.

e. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 11.d. is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 11.d. shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

f. *Separate Netting Agreement.* With respect to this Section 11, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions of the separate netting agreement shall prevail to the extent inconsistent herewith.

g. *Exclusive Remedy*. The Non-Defaulting Party's remedies under this Section 11 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Agreement.

12. Notices. Any Sales Confirmation, invoice, notice, request, demand, or statement given pursuant to this Agreement shall be in writing and may be sent by facsimile, electronic mail, a nationally recognized overnight courier service, or first class mail or hand delivery to the appropriate address as set forth below:

Billing/Invoices:

Sprague Operating Resources LLC

185 International Drive
Portsmouth, NH 03801
Attn: Customer Service
Telephone No.: (866) 477-7248
Fax No.: (603) 766-7448
E-mail: customerservice@spragueenergy.com

CUSTOMER: GB II New Haven LLC
c/o Eastern Gen
300 Atlantic Street, 5th Floor
Stamford, CT 06382-2615
Attn: Scott Vonderheide
Telephone No.: (347) 809-0700
Fax No.: N/A
E-mail: settlements@easterngen.com

Sales Confirmations:

Sprague Operating Resources LLC

185 International Drive
Portsmouth, NH 03801
Attn: Contract Administration
Telephone No.: (603) 431-1000
E-mail: ContractAdministrationGroup@spragueenergy.com

CUSTOMER: GB II New Haven LLC
c/o Eastern Gen
300 Atlantic Street, 5th Floor
Stamford, CT 06382-2615
Attn: Scott Vonderheide
Telephone No.: (347) 809-0700
E-mail: settlements@easterngen.com

Other notices, requests, demands or statements:

Sprague Operating Resources LLC

185 International Drive
Portsmouth, NH 03801
Attn: Contract Administration
Telephone No.: (603) 431-1000
E-mail: ContractAdministrationGroup@spragueenergy.com

CUSTOMER: GB II New Haven LLC
c/o Eastern Gen
300 Atlantic Street, 5th Floor
Stamford, CT 06382-2615
Attn: Scott Vonderheide
Telephone No.: (347) 809-0700
E-mail: settlements@easterngen.com and
gcamus@easterngen.com

Notice shall be deemed given when received on a business day by the addressee. In the absence of proof of the actual receipt date, the following presumptions apply. Notices sent by facsimile shall be deemed received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission if on a business day and, if not, on the next following business day. Notice sent by electronic mail shall be sent with a request for a reply email and deemed received on the day sent if a business day and, if not, on the next following business day so long as the sending party does not receive notification that the electronic mail did not reach the intended recipient. Upon receipt of an email from the other party, the recipient shall also have a duty to send a reply email confirming receipt. However, a failure to include the request for a reply email or a

failure to send a reply email confirming receipt will not alter the day notice is deemed to have occurred via electronic mail under this Section. Notice by overnight mail or courier shall be deemed to have been received on the next business day following the day it was sent or an earlier time if confirmed by the receiving party. Notice via first class mail shall be deemed delivered five (5) business days after mailing.

13. Term. This Agreement shall be in full force and effect as of the date first above written and shall continue unless terminated by either party with at least thirty (30) days prior written notice. Notwithstanding any termination of this Agreement, any Sales Confirmation accepted by the parties while this Agreement is in effect shall continue to be subject to all terms and conditions of this Agreement.

14. Credit. Sprague and Customer agree that this Agreement is conditioned upon Customer meeting Sprague's credit requirements as may be established, and amended, from time to time. Customer acknowledges and agrees that the prices of products are volatile and this Agreement imposes an obligation on Customer that Sprague's expectation of receiving due performance will not be impaired. Customer therefore agrees that Sprague, in its sole discretion, may at any time, without notice, increase or decrease Customer's credit requirements. Sprague's continued performance of its obligations under this Agreement and any Sales Confirmation shall be contingent upon Customer continuing to meet its credit requirements, as determined by Sprague, at all times.

15. Adequate Assurance. If Sprague has reasonable grounds for insecurity regarding Customer's performance of any obligation under this Agreement (including, without limitation, the occurrence of a material change in the other party's creditworthiness), whether or not then due, Sprague may demand adequate assurance of performance, meaning sufficient security in the form, amount and for the term reasonably acceptable to Sprague, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a performance bond or guaranty (including the issuer of any such security) and Customer shall give such adequate assurance within one (1) business day. Customer agrees to provide such financial information, financial statements, annual reports, securities filings and credit authorizations as Sprague shall reasonably and from time to time request for the purpose of assessing and monitoring Customer's financial condition and credit worthiness.

16. Insurance. With respect to Product sold under this Agreement, Sprague will carry or cause to be carried and maintained at all times during the term of any Sales Confirmation the following insurance coverage:

a. Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, and Employer's Liability insurance with limits of $1,000,000 each accident, $1,000,000 disease each employee, and $1,000,000 disease policy limit;

b. Commercial or Comprehensive General Liability Insurance on an occurrence form with a combined single limit of $1,000,000 each occurrence, and annual aggregates of $2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors and Products/completed operations;

c. Automobile Liability insurance with a combined single limit of $1,000,000 each accident for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles with the following endorsement: MCS-90 (Motor Carrier Act of 1980) and CA-9948 (Pollution Liability Broadened Coverage for Covered Autos) or equivalent;

d. Excess or Umbrella Liability insurance with a combined single limit of $4,000,000 each occurrence, and annual aggregates of $4,000,000, for bodily injury and property damage covering excess of Employers' Liability insurance and the insurance described in the above subsections b and c; and

e. Pollution Liability insurance with a combined single limit of $5,000,000.

17. Force Majeure. Except with regard to a party's obligation to make payment(s) due under Sections 8, 9, and 11, neither party shall be liable to the other for failure to perform an obligation; to the extent such failure was caused by Force Majeure. "**Force Majeure**" shall include occurrences beyond the affected party's control (and in the case of Sprague, occurrences affecting Sprague's supplier or suppliers), and shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) action of the elements, (iii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells, lines of pipe, transportation equipment; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, acts of terrorism or wars; and (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Sprague and Customer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Neither party shall be entitled to the benefit of this Section 17 to the extent performance is affected by any or all of the following circumstances: (i) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (ii) economic hardship, to include, without limitation, Sprague's ability to sell product at a higher or more advantageous price, Customer's ability to purchase product at a lower or more advantageous price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (iii) the loss of Customer's market(s) or Customer's inability to use or resell products purchased hereunder, except, in either case, as provided in this Section; or (iv) the loss or failure of Sprague's oil supply or depletion of reserves, except, in either case, as provided in this Section. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance. The party whose performance is prevented by Force Majeure must provide immediate notice to the other party orally and, as soon as reasonably possible, in writing with reasonably full particulars of the event or occurrence, the expected duration of the event and what actions the party is taking to cure the event. Upon providing such notice, the party claiming Force Majeure will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of product, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

18. Forward Contract. The parties agree that a transaction hereunder constitutes a "forward contract" within the meaning of the United States Bankruptcy Code and that Customer and Sprague are each "forward contract merchants" within the meaning of the United States Bankruptcy Code. If the Customer or Sprague become subject to a Bankruptcy Code proceedings, it is understood and agreed that the other party shall have the right to liquidate as a forward contract merchant under the Bankruptcy Code. In addition, Customer acknowledges and agrees that it is purchasing physical oil products at a set price for delivery at a particular location (except in a Force Majeure situation where an alternative location may be provided) and that Sprague is not selling, and has not represented in any way, that the Customer is purchasing "futures contracts" as that term is defined by the United States Commodity Futures Trading Commission.

19. Warranties. Except for the warranty of title, no warranty, expressed or implied, whether oral or written, of merchantability, fitness or suitability of the Product for any particular purpose or otherwise is made by Sprague other than that the Product conforms, within any tolerances stated, to the specifications stated in the Sales Confirmation issued with respect thereto. Customer assumes all risks and losses that result from the use of the Product whether used singly or in combinations with other substances or in any process.

20. Safety Data Sheets. Sprague will provide, or otherwise make available to Customer, appropriate Safety Data Sheets ("**SDS**") and any updated information for the Products in accordance with the applicable requirements of the Occupational Safety and Health Administration. Customer acknowledges receipt of, or access to, Sprague's SDS and acknowledges that Customer is aware of the hazards and risks associated with the storage, transportation, handling and use of the Products. Customer will advise Customer Personnel and any third parties who may purchase or come in contact with the Products as to the hazards of the Products, as well as the precautionary procedures for their storage, handling and use which are set forth in such SDS and any supplementary SDS or written warning(s) which Sprague may provide to Customer from time to time.

21. Laws and Regulations. This Agreement shall be subject to all valid local, state and federal laws and orders, directives, rules and regulations of any governmental body or official having jurisdiction. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority of competent jurisdiction relating to the failure of such party to comply with any applicable governmental law, rule or regulation. In the event any governmental authority or any law, rule, regulation, ordinance or an order of any court, tribunal or regulatory authority of competent jurisdiction adversely and materially impacts Sprague's ability to perform under this Agreement and/or any Sales Confirmation, Sprague shall have the right, at its option, in its sole discretion, to either attempt to renegotiate the terms of this Agreement and/or the Sales Confirmation or, at any time, to entirely terminate this Agreement and/or the Sales Confirmation, without penalty, upon sixty (60) days' notice.

22. Indemnification. Customer shall indemnify, defend and hold Sprague harmless from and against all loss, cost and expense, including court costs and attorney fees, for any claims, suits, judgments, demands, action, penalties or liabilities, including injury to or death of persons, growing out of the operations conducted or performance under this Agreement by Customer or arising while the Product is in Customer's exclusive control and possession. Sprague shall indemnify, defend and hold Customer harmless from and against all loss, cost and expense, including court costs and attorney fees, for any claims, suits, judgments, demands, actions, penalties or liabilities, including injury to or death of persons, growing out of the operations conducted or performance under this Agreement by Sprague or arising while the Product is in Sprague's exclusive control and possession. Neither Party shall be liable for any claim to the extent the same resulted from the gross negligence, willful misconduct or bad faith of the indemnified Party. Where personal injury, death, or loss of or damage to property is the result of the joint negligence or misconduct of the parties hereto, the parties expressly agree to indemnify each other and save harmless in proportion to their respective share of such joint negligence or misconduct. This indemnity provision shall survive termination of this Agreement.

23. Waiver and Severability. The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver or any subsequent breach of such provision or the waiver of the provision itself. Should a court of competent jurisdiction hold any provision of this Agreement invalid, illegal or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

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24. Integration and Assignability. This Agreement contains the entire understanding of the parties with respect to its subject matter, shall supersede any other oral or written agreements, and shall be binding upon and inure to the benefit of the parties' successors and assigns. It may not be modified in any way without the written consent of both parties. Except as provided herein, customer may not assign this Agreement without Sprague's prior written approval; such approval will not be unreasonably withheld.

25. Confidentiality. Neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of this Agreement or any Sales Confirmation to a third party (other than the party's employees, lenders, royalty owners, counsel, and accountants, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Agreement, provided such disclosure is necessary and such persons have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Agreement, (iii) to the extent necessary to implement any transaction or obligation under this Agreement; (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index; or (v) to the extent disclosed to a third-party credit rating agency in conjunction with Sprague's evaluation and/or review of Customer's creditworthiness. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Agreement is not subject to this confidentiality obligation. Subject to Section 26, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The parties shall keep the terms of any transaction hereunder confidential for one year from the expiration of the transaction. If a governmental body or applicable law requires the disclosure, the party subject to the requirement shall promptly notify the other party prior to the disclosure and cooperate with the other party in any efforts to obtain protective orders or similar restraints with respect to the disclosure.

26. Limitations. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A SALES CONFIRMATION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR SPECIFIC PERFORMANCE, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES HEREBY INTEND THAT THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES IN THIS AGREEMENT BE WITHOUT REGARD TO THE CAUSE(S) RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OBTAINING AN ADEQUATE REMEDY IS OTHERWISE INCONVENIENT, AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

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27. Governing Law. This Agreement and any Sales Confirmation shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts and law of principles. The parties consent to the jurisdiction of the New Hampshire courts to resolve any disputes under this Agreement or any Sales Confirmation and hereby waive any right to a jury trial.

28. Bio-Fuel Regulations. Any mandate, law, regulation or other requirement or tax change from any state, federal or local government that requires the addition of bio-fuels to heating oil or other distillate products, or any loss, removal or non-renewal of tax credits, shall be charged in addition to any amount stated in the Sales Confirmation when such requirement or tax change is effective after the date the Sales Confirmation was issued."

29. Headings. The headings and subheadings contained in this Agreement are used solely for convenience and shall not be used to construe or interpret the provisions of this Agreement.

30. Counterparts. This Agreement and any Sales Confirmation hereunder, may be executed in multiple counterparts. The parties further agree that facsimile, fax and other mechanically or electronically produced counterparts and signatures of this Agreement or on any Sales Confirmation may, for all purposes, be relied upon by the other as if originals.

31. Ambiguities Neutrally Construed. This Agreement is the result of negotiations among, and has been reviewed by, each party and its respective counsel. Moreover, Customer acknowledges and agrees that petroleum products are available from multiple other sources at competitive prices, and that this Agreement was freely entered into by it, notwithstanding the availability of such petroleum products from other sources. Accordingly, this Agreement shall be deemed to be the product of each party, and no ambiguity shall be construed in favor of or against any party.

32. Authorized Representative. This Agreement is executed by an authorized representative of each party as of the above first-written date.

Sprague Operating Resources LLC

By: Joseph Smith
Joseph Smith (Sep 21, 2022 13:35 EDT)

Name: Joseph Smith

Title: Vice President

GB II New Haven LLC

By: Scott D. Vonderheide

Name: Scott D. Vonderheide

Title: VP Risk

Sprague

EXHIBIT A

Sales Confirmation to Master Delivered Petroleum Products Sales Agreement

Please review, sign and email to Contractadministrationgroup@spragueenergy.com or fax immediately to (603)766-9750

This Sales Confirmation is issued pursuant to the Master Delivered Petroleum Products Sales Agreement by and between Sprague Operating Resources LLC and_____and is made a part thereof.

Customer:
Customer No:
Street Address:
City State Zip:
Customer Fax:
Customer Email:
Contract Number.
Purchase Order #

Date of Sale:
Contract Type:
Delivery Term:
Payment Term:

Billing Terms:
Delivery Period:
Master Sales Agreement:

Contract Period	Product	Fixed Volume (Barrels)	Contract Price /bbl	Est. Taxes and Fees	Total Contract Amount

Total Volume:

Total Contract Amount: (including estimated taxes and fees)

Additional Terms:

~Customer shall take delivery of the Product at regular intervals during the contract period. Sprague Operating Resources LLC may charge Customer a storage fee of $0.10 per gallon each month for each gallon that Customer failed to take delivery, failed to take delivery within the contract period, or failed to take delivery pursuant to any imposed delivery schedule.

~Deliveries will commence on the 1st day of the applicable contract month.

~Any mandate, law, regulation or other requirement or tax change from any state, federal or local government that requires the addition of bio-fuels to heating oil or other distillate products, or any loss, removal or non-renewal of tax credits, shall be charged in addition to any amount stated in this confirmation when such requirement or tax change is effective after the date this confirmation was issued.

~Quantity shall be determined on a gross or net basis, as is Sprague's customary practice for the delivery location.

~Section (b) of the Non-Defaulting Party's Rights shall be amended by adding the following sentence at the end of section (b): In the event that the Market Value is less than the Purchase Value, the Customer shall pay to Sprague the Purchase Value less the Market Value (in addition to any outstanding amounts owed for Products lifted but not paid for as of the date of Early Termination).

~Freight charges are subject to change without notice based on the common carrier surcharge in effect at the time of lifting.

~Customer acknowledges that it has read and understands all the terms and conditions of this Sales Confirmation and the Master Delivered Petroleum Products Sales Agreement and that by signing below and emailing the Sales Confirmation to Sprague at Contractadministrationgroup@spragueenergy.com or faxing to 603-766-9750 it confirms to Sprague its acknowledgement, understanding and agreement to all terms and conditions,

Accepted and agreed
as of:

Sprague Operating
Resources LLC

By
Its Authorized Representative

By: Sample Only - Do Not Sign
Its Authorized Representative

EXHIBIT B
Product
Pricing

Location	Product	Platt's Price Index*	Adder	Price Per Gallon
New Haven, CT (Peaking Units)	Dyed ULSK	AAVT100	$0.3059	Platts Price Index + Adder

*Index pricing is based upon the "mean price" of the applicable Platt's Price Index for the day prior to delivery.