

GASOLINE AND DIESEL FUEL FIXED PRICE MASTER AGREEMENT

This Gasoline and Diesel Fixed Price Master Agreement, made this ___ day of _____, 2024, between **Blu Petroleum, Inc.** (hereafter “Seller”) and Community Unit School District 200 (hereafter “Buyer”) consists of the following general terms and conditions including any Transaction Confirmations and shall remain in full force and effect until the **Thirtieth day of June, 2025**, or until the end of any delivery period established by any Transaction Confirmation executed by the parties within the above period (hereafter “Termination Date”).

1. **Definitions:** Any reference to a particular paragraph is to those paragraphs set forth in this Master Agreement. Reference to any document means documents such as Transaction Confirmations, written amendments or written modifications as agreed to by the parties. The following definitions and any terms defined herein shall apply for all purposes of this Agreement, all written notices and communications, written amendments or modifications, and any Transaction Confirmations made pursuant to this Agreement.

“Business Day” refers to any day other than a Saturday, Sunday or a Federal Reserve Bank Holiday.

“Buyer” refers to the party to a transaction who is obligated to purchase and receive, or cause to be received, fuel during a Delivery Period.

“Contract Quantity” refers to the predetermined quantity of fuel which the Seller agrees to sell and deliver to the Buyer, and which the Buyer agrees to purchase and receive from the Seller pursuant to the terms of a transaction.

“Delivery Period” refers to a set amount of time predetermined by the parties wherein the Seller agrees to sell and deliver fuel to the Buyer, and the Buyer agrees to purchase and receive fuel from the Seller pursuant to the terms of a transaction.

“Seller” refers to the party to a transaction who is obligated to sell and deliver, or cause to be delivered, fuel during a Delivery Period.

“Transaction” refers to a particular transaction between the Buyer and the Seller relating to the sale and purchase of fuel at fixed prices for a set delivery period.

“Transaction Confirmation” refers to a written document, similar in form to Exhibit “A”, which sets forth the terms of a transaction which have been agreed to by the parties, including the contract quantity, delivery period, and the fixed price(s) agreed upon by the parties.

2. **Scope of Agreement:** The Parties agree that they may, but are not obligated to, enter into written transactions for the sale and purchase of fuel hereunder. The Seller may agree to provide a fixed quantity of fuel to the Buyer at a fixed price for a fixed delivery period of time. If agreed upon by the Buyer, the Seller shall then be obligated to deliver

said quantity of product during the agreed-upon delivery period at the agreed-upon price, and the Buyer shall be obligated to receive the fuel and pay the agreed-upon price regardless of the then-current market price of the product. The Buyer understands that purchasing fuel at a fixed price allows the buyer to budget fuel costs, and further understands and willingly undertakes the risk of paying a higher-than-market price for fuel if market prices decline subsequent to this agreement. The Seller makes no representations or guarantees regarding market prices or savings to the Buyer.

3. **Transaction Procedures:** Each transaction will be in writing in accordance with this Agreement, and shall be subject to and constitute a part of this Agreement. In the event that any term of a Transaction Confirmation is deemed inconsistent or in conflict with any term of this Agreement, this Agreement will control.

After execution of this Agreement, the Seller may inform the buyer that it is willing and able to provide fuel for purchase at a fixed price per gallon for a set delivery period. Buyer may agree to purchase a number of gallons in each delivery period at the price offered by the Seller. A written Transaction Confirmation, similar in form to Exhibit "A", shall be executed and signed by authorized representatives of each party, and shall include: the names of the Buyer and Seller, product type, Delivery Period, Contract Price, Delivery Point, Contract Quantity, and such other terms as the Parties shall agree upon which are not in conflict with the terms of this Agreement.

With respect to each Transaction and subject to the terms of this Agreement, the Seller shall be required to sell and deliver, during the predetermined Delivery Period, the predetermined Contract Quantity agreed upon in the Transaction. Buyer shall be required to purchase and receive said Contract Quantity at the predetermined Contract Price in accordance with the Billing Procedures set forth below. Failure to sell and deliver, or failure to purchase and receive the Contract Quantity set forth in each Transaction Confirmation may constitute a breach of this agreement for which damages shall be recoverable pursuant to the terms of this agreement, unless such failure is caused by a circumstance not within the reasonable control of the non-performing party. Such circumstances include, but are not limited to acts of God; earthquake, fire, flood, or the elements, malicious mischief, riots, strikes, lockouts, boycotts, picketing, labor disputes or disturbances, compliance with any directive, order or regulation of any governmental authority, or (b) loss or shortage of any product due to reasons beyond Seller's reasonable control; or (c) loss or shortage of any part of Seller's own customary transportation or delivery facilities due to reasons beyond Seller's reasonable control; or (d) for any reason beyond Seller's or Buyer's reasonable control. Fluctuations in market prices of the product are specifically excluded from the circumstances listed above.

4. **Compliance with Laws:** Buyer recognizes that it is handling hazardous substances and agrees that in receiving, storing, handling, offering for sale, selling, delivering for use, exchanging in trade or using itself products purchased from Seller, Buyer will in all respect exercise the strictest care required by law and that it will comply with any and all applicable federal, state, and local laws, ordinances, as exist now or hereinafter come into force, including, but not limited to, those governing dispensing equipment,

environmental, pollution, the maximum sulfur content of fuel, the maximum Reid vapor pressure of motor fuel, the oxygen content of motor fuel, the dying requirements for diesel fuel, and the maximum lead content of motor fuel and the labeling at pump stands and dispensers of motor fuel, the use and labeling of product containers, the use, maintenance and labeling of product, storage tanks, the prevention of spills, leaks, venting or other improper escape from product containers or storage tanks, and the method of cleanup or disposal of product which has leaked, spilled, vented or otherwise improperly escaped from containers or storage tanks. Buyer understands and acknowledges that it is an "operator" for purposes of 40 C.F.R Parts 280-81, any state underground storage tank law or regulation and any other federal, state and/or local laws, regulations or ordinances related to the prevention of pollution from storage tanks or the taking at corrective actions therefore.

In the event that any spills, leaks, venting or other unintended discharge from product containers, pumps, piping or storage tanks (facilities) requires corrective action for any reason or cause, Seller is authorized to suspend immediately its supply and other obligations under this agreement until such time as all required corrective action is completed.

BUYER WILL DEFEND, INDEMNIFY AND HOLD SELLER, IT SUCCESSORS AND ASSIGNS, HARMLESS AGAINST ALL LOSSES, CLAIMS, CAUSES OF ACTION, PENALTIES, FINES, LIABILITIES, ATTORNEY'S FEES AND INTEREST, ARISING OUT OF BUYER'S FAILURE TO COMPLY WITH THIS PARAGRAPH, and such failure by Buyer shall entitle Seller to cancel this Agreement immediately as it applies to the product(s) affected by such failure or other products which require the same standard of care.

5. **UCC Applicability:** Except as otherwise provided for herein, the provisions of the Uniform Commercial Code (UCC) of the State of Illinois shall apply to all Transactions and the Commodities shall be deemed to be "goods" for the purposes of the UCC. Buyer acknowledges and agrees that the Seller is simply vending petroleum products from the manufacturing petroleum company, and that the Seller is not a manufacturer nor does the Seller mix or formulate any such petroleum products. As such, Buyer recognizes and agrees that any claims it may have for alleged defective products are not the fault of the Seller. Seller does warrant that at the time of the delivery of the products that the Seller shall have good title and right to transfer the same to the Buyer, and that the same shall be delivered free of encumbrances. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER EXPRESSLY DISCLAIMS ANY, AND MAKES NO OTHER, REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

Title shall pass from Seller to Buyer at Delivery Point. Buyer shall for all purposes herein be characterized as an end user of the product and shall pay such sales taxes, charges and other current or future taxes applicable to sale of Product from Seller to

Buyer.

6. **Liabilities/Remedies:** Seller's sole liability to Buyer and Buyer's sole remedy for the non-delivery or delivery of non-conforming goods shall, at Seller's option, be to replace the non-conforming products with conforming product, or refund to the Buyer any amount previously paid for non-conforming products. Seller shall not, under any circumstances, be liable for loss of profits or any other indirect or consequential damages.

Nothing herein shall relieve Seller of liability for damages directly caused by its negligence in the installation or removal of any equipment or signage, or for damages directly caused by the negligence of its agents, servants, employees, or contractors while on Buyer's premises, in connection with the performance of this Agreement.

Buyer agrees that in the event that the Buyer should terminate or breach this agreement after a Transaction has been executed, regardless of whether fuel has been supplied, the Seller will suffer damages. Buyer agrees to pay liquidated damages calculated as follows: the Contract Quantity (determined by the Transaction Confirmation) less the number of gallons purchased times a flat rate of \$1. The parties agree that the actual damages incurred by the Seller would be difficult to ascertain, and further agree that this measure of damages is reasonable, and is not a penalty.

7. **Collection Costs/Fees:** The non-prevailing party agrees to pay the prevailing party any fees associated with the enforcement of any provisions of this agreement including but not limited to reasonable attorney's fees, expenses and court costs relating to enforcement of the Agreement.

8. **Venue:** The Parties further agree that venue, if otherwise appropriate in any other County in the State of Illinois or elsewhere, shall lie in the Circuit Court for the 18th Judicial Circuit, Wheaton, Illinois, and the parties hereby waive any right or privilege to maintain venue in any other county.

9. **Billing Procedures:** The purchase price of gasoline delivered hereunder shall be paid in legal tender of the United States of America without discount at time of delivery, or upon such other terms as Seller may from time to time require. All payments shall be made via electronic fund transfer (EFT). If Buyer shall fail to make any payment when due, or fail to maintain funds in the Account upon which ETF draws are made, Seller may suspend deliveries hereunder until such payment has been made.

If Buyer fails to remit the full amount payable by it within thirty - days from the date of receipt, interest on the unpaid portion shall accrue in accordance with the Illinois Local Government Prompt Payment Act.

10. **Waiver:** Time is of the essence hereof. The waiver of any breach shall not be deemed to be a waiver of any other or subsequent breach of any of the same or any other provision hereof.

11. **Modifications:** This Agreement is subject to any and all governmental laws and regulation enacted subsequent hereto pertaining to Energy Allocation and Conservation. Any and all other modifications to this Agreement shall be in writing signed by both parties.

12. **Assignment:** This Agreement shall not be assigned by the Buyer or by operation of law without the Seller's prior written consent, which shall not be unreasonably withheld, but otherwise shall be binding upon and shall insure to the benefit of the parties, their heirs, their representatives, successors and assigns. No such assignments shall have the effect of releasing any individual guarantor hereunder.

13. **Termination and Nonrenewal:**

Subject to other provisions of this agreement, Seller will retain the right to terminate this agreement, without opportunity to cure by Buyer, if Buyer:

- (a) Fails to accept delivery of product pursuant to the conditions of this Agreement and any Transaction Confirmation;
- (b) Is adjudicated as bankrupt, becomes insolvent, commits any affirmative act of insolvency, or files any action or petition of insolvency; if a receiver of its property or any part thereof is appointed by a court; if it makes a general assignment for the benefit of its creditors; if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless *supersedes* bond is filed); if execution is levied against Buyer's business or property; if a suit to foreclose any lien or mortgage against its Approved Location or equipment is instituted against Buyer and not dismissed within thirty (30) days or is not in the process of being dismissed;
- (c) Fails to comply with any applicable law or regulation within ten days after being given notice of noncompliance;
- (d) Fails to maintain the EFT account or fails to retain an adequate balance in the EFT account to pay for product purchased from the Seller;

14. **Entire Contract:** This Agreement cancels and supersedes, as of the commencement data hereof, all prior contracts between the parties covering the sale and delivery of gasoline, and in conjunction with any Transaction Confirmations ancillary to this Agreement, includes all the terms agreed upon by the Parties.

15. **Notice:** Any payments, requests or notices required or permitted to be given hereunder shall be deemed properly given and served when personally delivered, and when deposited, postage pre-paid, registered or certified, in the U.S. Mail addressed to the other party at their place of business. Notice shall also be considered effective if transmitted via facsimile transfer during any business day during normal working hours,

and if otherwise transmitted, then such notice shall be effective as of the next business day.

16. **Severability:** Each paragraph, part, term and provision of this Agreement shall be considered severable, and if any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement; provided, however, that if Buyer determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Buyer has the right to, at its option, terminate this Agreement. Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Buyer or Seller, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers there unto duly authorized on this ____ day of _____, 2024.

BUYER

SELLER

Community Unit School District 200

Blu Petroleum, Inc.

by: _____
(Signature)

by: _____
(Signature)

(Print Name and Title)

(Print Name and Title)

TRANSACTION CONFIRMATION

Pursuant to the terms of the “Gasoline and Diesel Fuel Fixed Price Master Agreement” dated on this day ____ of _____, 2024 between Blu Petroleum (“Seller”) and _____ (“Buyer”), the Parties hereby agree to enter into the following Transaction:

Product Type: **Diesel & Gasoline**

Contract Quantity: **See Exhibit A**

Contract Price: **See Exhibit A**

Delivery Period: **JULY 1, 2024 thru JUNE 30, 2025**

Delivery Point: _____

The Parties further agree that any supplemental terms added to any prior Transaction Confirmations executed in conjunction under the same Master Agreement are NOT in effect for this Transaction.

Community Unit School District 200

Blu Petroleum, Inc.

By: _____
(Print Name and Title)

By: _____
(Print Name and Title)

Signature

Signature