

# BlueStream Energy Fuel Supply Agreement

Effective Date: March 1, 2024

Between BlueStream Energy LLC ("Supplier") and Delta Logistics Corp. ("Customer").

## 1. Purpose

This Agreement establishes the terms under which BlueStream Energy LLC shall provide regular and uninterrupted supply of diesel and unleaded fuel to Delta Logistics Corp. for its fleet operations in the Midwestern United States.

The Supplier agrees to maintain sufficient inventory levels to meet Customer's operational demands as forecasted quarterly.

## 2. Term

The Agreement shall remain in force from March 1, 2024, to February 28, 2027, with an option to renew for an additional two-year term upon mutual written consent of the parties.

## 3. Fuel Delivery and Specifications

Supplier shall deliver fuel that meets ASTM D975 specifications for diesel and ASTM D4814 for unleaded gasoline.

Deliveries shall occur on a weekly schedule to Customer-designated distribution depots in Chicago, St. Louis, and Indianapolis.

## 4. Base Pricing and Surcharge Mechanism

The base fuel price shall be indexed to the U.S. Department of Energy's (DOE) Weekly Retail On-Highway Diesel Prices

for the Gulf Coast region. The initial base rate is \$3.85 per gallon as of March 2024. Adjustments will be made monthly when the DOE index varies by more than \$0.10 per gallon from the baseline price.

DOE Index Range (\$/gal)	Adjustment to Base Price	Effective Delivered Price
Below \$3.75	-\$0.05	\$3.80
\$3.76 - \$3.95	Baseline	\$3.85
\$3.96 - \$4.15	+\$0.10	\$3.95
Above \$4.15	+\$0.15	\$4.00+

## 5. Cost-Based Price Adjustment Clause

In addition to DOE index adjustments, Supplier reserves the right to modify pricing quarterly to reflect actual cost variations in crude oil acquisition, refining, transportation, and regulatory compliance fees.

Such adjustments shall be documented with verifiable cost data and communicated to the Customer at least 15 days prior to implementation.

## **6. Payment Terms**

Customer shall remit full payment within fifteen (15) days from the invoice date. Overdue balances shall accrue interest at 1.5% per month. Payment disputes must be raised within seven (7) days of invoice receipt.

## **7. Force Majeure**

Neither party shall be liable for non-performance caused by events beyond reasonable control, including natural disasters, governmental acts, labor disputes, or supply chain interruptions. Obligations shall resume once the event ceases.

## **8. Safety and Environmental Compliance**

Supplier shall comply with all applicable environmental and safety standards, including EPA and DOT regulations.

Customer agrees to maintain proper storage facilities and emergency response plans consistent with federal and state requirements.

## **9. Liability and Indemnification**

Each party shall indemnify and hold harmless the other from claims or losses arising out of negligence or breach of duty.

Supplier's aggregate liability shall not exceed the total value of fuel supplied during the preceding twelve (12) months.

## **10. Termination**

Either party may terminate this Agreement upon sixty (60) days' written notice in the event of a material breach not remedied within thirty (30) days after written notice thereof.

## **11. Governing Law**

This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflicts of law principles.

## **12. Execution**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

BlueStream Energy LLC \_\_\_\_\_ Date: \_\_\_\_\_

Delta Logistics Corp. \_\_\_\_\_ Date: \_\_\_\_\_