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STATE OF ALABAMA
LAMAR COUNTY

PETROLEUM PURCHASE AND SALES AGREEMENT

This Agreement made and entered into this 28TH day of March 2022 by and between, SpeedTrac, INC and successors, hereinafter referred to as **Purchaser**, and **Midstates Petroleum Company, LLC**, hereinafter referred to as **MPC**.

WHEREAS, MPC and Purchaser desire to enter into this Petroleum Purchase and Sales Agreement Whereby Purchaser shall be permitted to sell Chevron petroleum products excluding lubricants pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties do hereby covenant, agree, represent, warrant, and stipulate as follows:

THAT WHEREAS in consideration of mutual covenants and agreements hereinafter contained, the parties do covenant and agree as follows:

1. Location: Purchaser agrees to use its best efforts to sell gasoline provided by MPC at this Convenience Store located at 11845 hwy 25 Calera, AL 35040 (Property), and beginning on or about June 1, 2022.

2. Term: This Agreement shall become effective as of the date set out above and shall remain in effect for a term of ten (10) years from the date approved by Chevron. This Agreement can be renewed for two (2) five (5) year terms. Each option to renew shall be automatic unless either party gives written notice of their intent to non-renew within sixty (60) days of the expiration of the then-current contract.

3. Orders: MPC agrees to furnish all gasoline and/or diesel fuel as ordered by Purchaser at 8,500 gallons per load. Loads of less than 8,500 gallons shall be charged additional freight charges. All payments are to be made when delivered in the amount of net gallons unloaded in Purchaser's tanks, multiplied by the wholesale cost plus the agreed-upon upcharge on the day and time of delivery. Late payment charge of 1 ½ %

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MPC [Signature] 3/28/22



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on amounts not paid when due may be added by MPC. Interest at the maximum rate allowed by law shall be added to all invoices over 30 days.

4. Adjustment: Tax increases, delivery charges, or extra costs, which are beyond the control of the supplier or delivery agent, will be added to purchases as paid by MPC. In the event, COD becomes the only option of payment due to the Purchaser's failure to pay invoices according to terms, then a handling and processing charge of \$75 per delivery will be required. This will only take place if the Purchaser has a history of continued returned EFTs, and COD becomes the only option of some sort.

5. Price: MPC agrees to sell said gasoline and/or diesel fuel to Purchaser at \$.01 above rack cost per gallon. Said wholesale costs shall be calculated using the rack price on the day and time of delivery, including all state, federal, city, county taxes, and inspection fees, as well as any tax increases, delivery charges, or extra costs that are beyond the control of the MPC which will be added to purchases as paid by MPC.

6. Terms of Payment: Payment shall be made by EFT (Electronic funds transfers) from Purchaser's bank account in 7 days or when the next load is shipped, whichever comes first. If the due date of the EFT falls on a non-business day, then EFT will occur on the next business day. MPC shall receive all Chevron network processed credit cards. MPC shall reduce the amount owed by the Purchaser by the net amount of credit card payments received by MPC through Chevron. Purchaser is required to only accept credit cards processed through the Chevron processing network. Dealer agrees to establish an account with a financial institution that provides EFT services and to authorize and to authorize transfers of funds between that account. In the event, any EFT or other payment is returned for insufficient funds. The Purchaser shall pay to MPC an administrative charge of \$200.00 per occurrence plus additional bank charges. All charges invoiced to MPC on behalf of Purchaser will be passed to and designated account of MPC Purchaser shall provide MPC with the information and authorization necessary to debit and credit dealer's accounts through EFT transactions. Purchaser. An 18% per annum interest charge along with all collection fees will be added on all and any delinquent amount until they are paid in full. These charges include, but are not limited to, all credit card fees, e-wallet fees, debit card fees, EPOS systems, network, satellite, DSL, EPOS help desk fees and broadband fees brand image evaluations, etc.

7. Exclusive Agreement: This Agreement is an exclusive supply agreement, and Purchaser will not purchase gasoline, diesel fuel, or additives from any other source during the term or subsequent renewal of this contract. This contract is not assignable by the Purchaser or by any operation of law without written and notarized consent of

Purchaser D. G. Grewal Initial and date 3.28.22
MPC Samir Gupta 3/28/22



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property resulting directly or indirectly from the use of the premises or equipment, or from the storing of gasoline and/or fuel in, or withdrawing it from storage, or from its use in any manner, whether such loss, damage, injury or other liability arising from negligence, or otherwise, whether due to imperfection of said premises or equipment or any part thereof, whether latent or patent, or to any fault in the installation thereof, or caused from leakage, fire or explosion, or any cause whatsoever, it is recognized by the parties that MPC is in nowise an agent, servant or employee of the Purchaser. The foregoing notwithstanding, Purchaser shall not have any obligation to indemnify MPC for any costs, expenses, liabilities, losses, claims, causes of action, or damages arising from the sole negligence of MPC, its agents, or employees. Purchaser's obligations under this Agreement shall extend to MPC's affiliates, subsidiaries, parent companies, agents, officers, directors, employees, predecessors, and successors.

14. Default: If Purchaser shall violate or be in default in any way of the covenants and conditions of the Agreement, or if Purchaser fails to pay the sum as provided for in this Agreement, then MPC at any time thereafter is authorized to do any or all of the following: (a) Lock dispensing equipment and cease deliveries of fuel to prohibit additional sale; (b) Remove remaining unpaid inventory from above/underground storage tanks; (c) Prevent sales of other suppliers petroleum products; (d) Take other action it deems necessary to protect itself from further loss; and (e) Terminate the Agreement or pursue any other legal remedy allowed by law or in equity. The MPC is entitled to attorney fees, expenses, and court costs for the enforcement of this Agreement.

15. Insurance: Purchaser shall have and keep in force a liability, fire, and property insurance policy sufficient to fully indemnify MPC from any and all loss of product at their fully insurable value.

16. Successors and Assigns: The Covenants and provisions hereto shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.

17. Exclusive Supplier: Because of contamination and EPA penalties, Purchaser agrees to purchase gasoline and diesel fuel solely from the MPC. Should Purchaser violate this exclusive supply agreement, Purchaser agrees to indemnify MPC from all fines, assessments, attorney's fees, or court costs.

18. Equipment: Purchaser shall be responsible for maintenance of all equipment at the Purchaser's Location, including, without limitations, underground storage tanks, above-ground pumps, and delivery systems. Purchaser shall be

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MPC [Signature] 3/28/22

responsible for the electronic point of sale systems (“EPOS”) equipment rental and all charges associated with credit card transactions.

19. Conformity to Regulations: Purchaser agrees to read and ensure that all employees know, understand, and comply with all credit card regulations. Purchaser agrees to indemnify MPC for all credit card chargebacks.

20. No Other Contract: The Purchaser warrants to the MPC that there are no contracts in existence between Purchaser and/or any other MPC for the purchase and sale of petroleum or petroleum products.

21. Purchaser further agrees to indemnify and hold MPC harmless for any and all damages, whether direct or indirect, that may be incurred by MPC as the result of any claims or suits for interference with any contract or Agreement arising out of the Agreement.

22. Entire Agreement: This Agreement, the credit application, personal guaranty, and EFT agreement constitutes the sole and entire Agreement between the Purchaser and MPC, and no modifications hereof shall be binding unless in writing and signed by both Purchaser and MPC. No representations, promises, or inducements not included in this Agreement shall be binding upon either of the parties. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their respective heirs, successors, administrators, representatives, successors, and assigns and shall be governed, construed, and interpreted by, through and under the Laws of the State of Alabama, and the parties submit themselves to the jurisdiction of the courts of Lamar County and agree these courts are the proper venue.

23. Brand Compliance. Purchaser’s responsibilities concerning the marketing of petroleum products under the Chevron Trademarks during the terms of this Agreement shall be as follows:

- MPC controls the brand and reserves the right to change the brand at any time in its sole discretion.
- Purchaser shall be responsible for promoting and maintaining customer acceptance of all petroleum products sold under the Chevron Trademarks at the convenience store.
- Purchaser understands and agrees that the convenience store will comply with all guidelines, standards, and requirements set by Chevron. Chevron prohibits the sale of all drug-related paraphernalia, adult magazines, and movies, all forms of nudity, combat knives, pistols, guns miscellaneous firearms, large purses, non-novelty shirts,



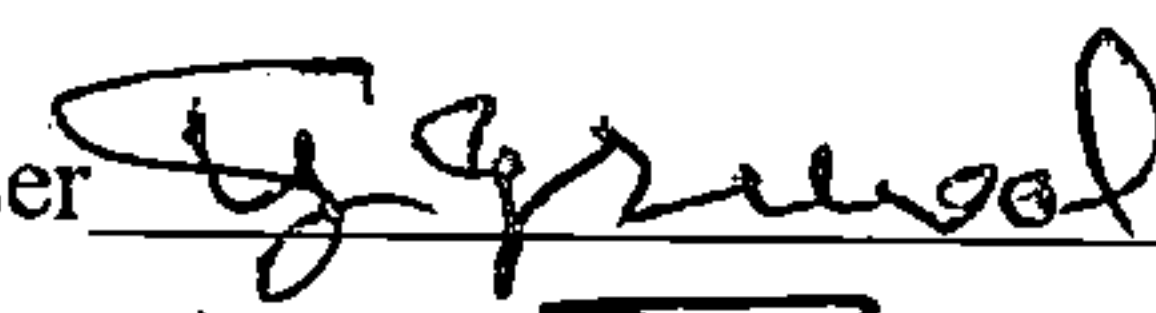
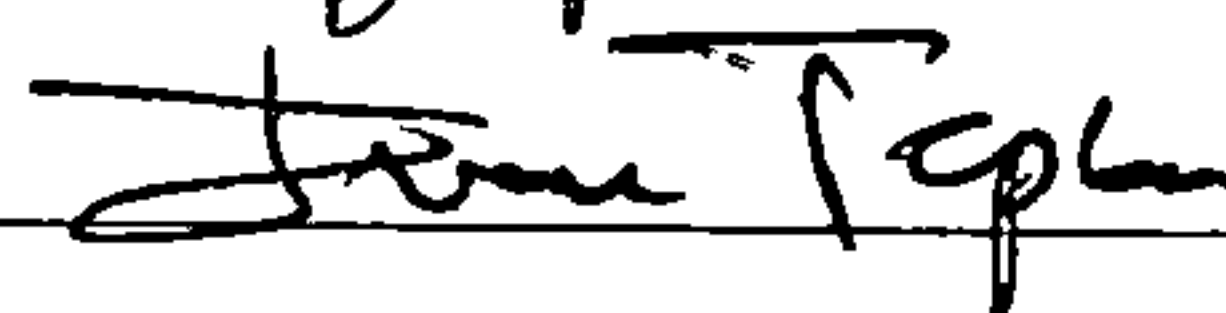
non-novelty clothing, and anything that is illegal in accordance with local, state, and federal laws.

- Purchaser shall provide courteous and efficient service, shall use lawful, fair, and honest selling practices, and shall provide equitable treatment for all of its customers in order to serve adequately and properly the customers' needs for petroleum products, and in conformity with all applicable image policies of Chevron. These practices shall include, but shall not be limited to, serving the public with care, prudence, good judgment, skill, and courtesy, refraining from using any dishonest or fraudulent selling practices.

- Purchaser shall comply at all times with Chevron's established procedures for controlling the quality of Chevron's products. Compliance with the image standards established by Chevron for its Chevron brand trademarks is of material significance to the relationship between Chevron, the Purchaser, and MPC Chevron Customer First Program standards and guidelines will be provided to the Purchaser by the MPC. Under this program, random quarterly inspections will be performed by both the Purchaser and a third-party company hired by Chevron. A score of 92% or better is necessary for the Purchaser to be in compliance with Chevron and the MPC's image standards, appearance, and customer service objectives. In accordance with our program, fees can be assessed and charged per each evaluation resulting in a score under 92%. In the event three scores that fall below 85% within the same calendar year, the Purchaser will no longer be in compliance with this lease and will be informed the lease will become voidable. At such time, penalties will be assessed in accordance with all fines from both MPC and Chevron and, or agents employed by Chevron and charged to the Purchaser. Payment for the totaled amount will be due within five business days after the Purchaser has been invoiced. MPC will EFT the Purchaser's bank account after five business days. Purchaser store personnel will only wear Chevron-approved uniforms during business hours.

24. Act of God: In the event that the performance by Midstates Petroleum Company, LLC or any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons, not a party or privy hereto, then Company shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

25. Waiver of Jury Trial: In the event, any matter arising pertaining to the Agreement or any other agreement between Purchaser and MPC, it is acknowledged

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and agreed that Purchaser hereby consents and agrees that same shall be tried as soon as it can be reached by the Court and that Purchaser hereby waives any rights to a trial by jury of the issues.

26. Additional provisions: All provisions of this Agreement shall be applicable only to the extent that they do not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal, or unenforceable under any applicable law. If any provision hereof is held to be unenforceable for any reason, the remainder of this Agreement shall be construed as if such provision was not included therein, provided, that if the unenforceability of such provision is because of the breadth of its scope, the duration thereof, or the area covered thereby, the parties agree that the court making such determination shall have the power to reduce the breadth of scope, duration or area of such provision and that in its reduced form such provision shall be enforceable. If any provision of the Agreement or any application thereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of other provisions of this Agreement or of any other application of such provision shall in no way be affected thereby.

27. Taxes: It is acknowledged and agreed that Purchaser shall be solely responsible for any and all personal property tax and/or sales tax assessed for the business, equipment, improvements, and other personal property located upon the Premises, including any such taxes levied against property owned by MPC. MPC is the seller to the Purchaser of fuels only. Purchaser is responsible for all charges and expenses, including but not limited to, all taxes, ad valorem and sales tax, charges, and fees applicable to the conduct of its business at the Premises. Purchaser agrees not to sell or promote drug-related or pornographic materials in any form of media at the Premises. Purchaser agrees to provide personal and business financial statements within 10 days from the date requested by MPC. Purchaser authorizes MPC to check the personal and business credit with the credit bureaus during the existence of the Agreement and until all the amounts paid to MPC which are owed by Purchaser.

28. Guarantors: It is understood and agreed by MPC, Lessee, and Guarantors that MPC would not have entered into this Agreement but for the personal guaranty of Guarantor and that guaranty is part of the consideration for this Agreement. Guarantors expressly acknowledge a corporate or personal benefit to them as an ongoing business and individually for their guaranty, which benefit arises from the benefit their company will receive from this Agreement. Guarantors individually guarantee the full payment of all sums and obligations coming due hereunder without formal demand or suit against Lessee or Guarantors by MPC. In making this guaranty, Guarantors expressly waive all

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MPC Consent will not be unreasonable without, but otherwise shall be binding upon and shall insure to the benefit of the parties and their representative(s). Purchaser grants to MPC a right of first refusal should Purchaser decide to sell the property.

8. Permits and License: Purchaser shall be responsible for all licenses, permits and authorizations required to operate this gasoline outlet and payment of all taxes. All regulations including environmental insurance regulations and compliance measures are solely the responsibility of the Purchaser and landowner. Purchaser agrees to hold MPC harmless from any pollution cleanup.

9. Improvements: In the beginning and throughout the term of this Agreement, MPC may undergo certain expenses and costs in connection with changes in imaging, EPOS upgrades, Chevron trademark brand, network upgrades, credit card upgrades, etc. In addition, MPC is expected to receive money, cent per gallons rebates, and/or incentives from Chevron for selling certain brand of petroleum products and making certain improvements. If for any reason, this contract is terminated, not renewed, breached, expired, or ended and Chevron causes the MPC to repay any money, the Purchaser agrees to reimburse MPC for all sums repaid to Chevron for these improvements. These include contractual charges and obligations to Chevron for the image costs. These improvements or trademarks shall always belong to MPC and shall be personal property of MPC and/ or Chevron. Unless specially agreed upon in writing and signed by both parties.

10. Title: Title to all gasoline in the storage tanks transfers from MPC's name when deposited into Purchaser's tanks. MPC reserves and Purchaser grants to MPC, a lien on all gasoline, diesel and kerosene until completely paid for. MPC may file UCC1 on all personal property belonging to MPC and all unpaid for product.

11. Control: Purchaser shall establish and control his retail prices, his hours of operation, all employees and equipment. Hours of operation must comply with Chevron's minimum branded operational hours.

12. Assignment: It is mutually agreed that Purchaser shall not assign this contract, nor sublease said premises or equipment, without the written consent of MPC. Purchaser shall give MPC 60 days written notice of his intent to sell his business interest in property.

13. Hold Harmless Agreement: Purchaser shall protect and indemnify MPC against any and all liability for loss, damage, injury or liability to any person or

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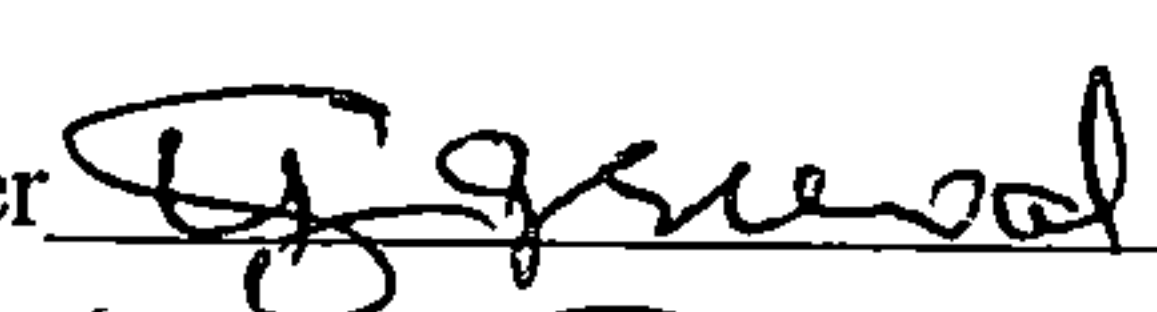

exemptions and levy now or hereafter available to them or their household under the laws and Constitution of the State of Alabama or any other state. Should suit or other legal action be necessary to enforce Guarantors' liability by MPC, Guarantors agree to pay all attorney's fees and expenses actually incurred by MPC.

29. Relationship of the Parties. The parties intend to create an independent contractor relationship by this Agreement, and not an employer/employee or agency relationship. Neither party has the authority to act for the other, and neither party is responsible for the acts or omissions of the other. Neither party shall have any control over or obligation to the other except as specifically provided for in this Agreement. Purchaser is not an agent of MPC in any regard, and Purchaser covenants and agrees not to represent itself as such. The Purchaser shall have the entire responsibility for the day-to-day operation and management of its business. The Purchaser shall furnish all vehicles and equipment, hire, train, discipline, discharge, and pay the wages of all assistants and employees required for the operation of its business. MPC reserves no supervisory control over the Purchaser, or the facilities, employees, or methods used and employed by the Purchaser or its employees or agents. Purchaser is and shall be at all times an independent contractor, is free to select its customers, establish prices, purchase and sell products from sources other than MPC, except as specifically limited herein, and generally to conduct its business as it wishes, subject only to the obligations set forth in this Agreement and applicable law.

30. Purchaser Incentives: MPC will reward Purchaser with a signing bonus of \$100,000.00 (Onehundred thousand 00/100 dollars with \$50,000.00 being paid by check within 30 days of signing this agreement and the other \$50,000.00 being paid within 30 days prior to the store being fully branded Chevron. For a period of ten years, once Purchaser's store is on the chevron Network, MPC will pay the Purchaser a rebate of (\$.033) per gallon on all gasoline gallons delivered to the store at the end of each quarter.

31. Both parties agree to the following improvements:

- a. MPC agrees to furnish and install 4 brand new Gilbarco encore 700 MPDS
- b. MPC agrees to furnish and install 2 Gilbarco Passport

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- c. MPC agrees to fully brand this store a Chevron brand in compliance with Chevron's standard.
- d. MPC agrees to provide a 40 ft tall two-product LED price sign with both diesel and regular.
- e. MPC will install two canopy flood lights facing the building.
- f. MPC will make sure exit signs the purchaser orders will have diesel.
- g. MPC agrees to cover the cost for changing the billboard sign from Citgo to Chevron

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MPC [Signature] 3/28/22



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IN WITNESS WHEREOF, this contract is executed in duplicate as of this date,
March 28, 2022.

U. Grewal

Signature

Upjinder S. Grewal

Print /Title

AL 7541063

Driver license number

S. Gill

Signature

Sukhpinder S. Gill

Print/Title

SUKHPINDER S. GILL

AL 3704112

Driver license number

N. Teplar

Witness Signature

Ivan Teplar

MPC

Ivan Teplar

Signature

[Signature]

Witness Signature

Purchaser U. Grewal Initial and date 3.28.22
MPC Ivan Teplar 3/28/22

The Personal Guaranty. Guarantor hereby unconditionally and irrevocably guarantees the full and prompt payment and performance (as applicable) when due of all payments to be made and other duties and obligations to be performed by Dealer (collectively, the Liabilities") under the terms of the Agreements. In the event that Dealer fails at any time to make any part or all of its payments and/or perform its obligations under the Agreements, whether by acceleration or otherwise, Guarantor will pay or perform the Liabilities in the same manner as if they constituted the direct and primary obligation of Guarantor. If Dealer reorganizes, reincorporates, liquidates, merges with another corporation, enters into a partnership or joint venture, sells or assigns the assets of its business or otherwise effects a change in the legal entity conducting the business now conducted by Dealer, the Liabilities of the successor to Dealer are deemed to be Liabilities created by Dealer and or included under this Guaranty. Exclusive venue for any proceeding arising from this personal guaranty shall be in the courts in and for Lamar County, Alabama. . In addition to any other amounts or payments to which Seller is entitled hereunder, Guarantor hereby agrees to pay Seller all reasonable costs and expenses (including without limitation, liquidation costs, expense payments and attorneys' fees and other legal costs) incurred by Seller in the collection and/or enforcement of the Liabilities.

GUARANTORS:


Sign

Sukhpinder S. Gill SUKHPINDER S. GILL
Print


Sign

Upjinder S. Grewal
Print