UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2021

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 001-32593

Global Partners LP

(Exact name of registrant as specified in its charter)

Delaware	**74-3140887**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

P.O. Box 9161
800 South Street
Waltham, Massachusetts 02454-9161
(Address of principal executive offices, including zip code)

(781) 894-8800
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Units representing limited partner interests	GLP	New York Stock Exchange
9.75% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units representing limited partner interests	GLP pr A	New York Stock Exchange
9.50% Series B Fixed Rate Cumulative Redeemable Perpetual Preferred Units representing limited partner interests	GLP pr B	New York Stock Exchange

Securities registered pursuant to section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files. Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☐
	Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of common units held by non-affiliates of the registrant (treating directors and executive officers of the registrant's general partner and their affiliates, for this purpose, as if they were affiliates of the registrant) as of June 30, 2021 was approximately $751,766,988 based on a price per common unit of $25.92, the price at which the common units were last sold as reported on the New York Stock Exchange on such date.

As of February 24, 2022, 33,995,563 common units were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE: None

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Forward-Looking Statements

Certain statements and information in this Annual Report on Form 10-K may constitute "forward-looking statements." The words "believe," "expect," "anticipate," "plan," "intend," "foresee," "should," "would," "could" or other similar expressions are intended to identify forward-looking statements, which are generally not historical in nature. These forward-looking statements are based on our current expectations and beliefs concerning future developments and their potential effect on us. While management believes that these forward-looking statements are reasonable as and when made, there can be no assurance that future developments affecting us will be those that we anticipate. All comments concerning our expectations for future revenues and operating results are based on our forecasts for our existing operations and do not include the potential impact of any future acquisitions. Our forward-looking statements involve significant risks and uncertainties (some of which are beyond our control) and assumptions that could cause actual results to differ materially from our historical experience and our present expectations or projections. Known material factors that could cause our actual results to differ from those in the forward-looking statements are those described in Part I, Item 1A. "Risk Factors." These risks and uncertainties include, among other things:

- We may not have sufficient cash from operations to enable us to pay distributions on our Series A preferred units or our Series B preferred units or maintain distributions on our common units at current levels following establishment of cash reserves and payment of fees and expenses, including payments to our general partner.

- A significant decrease in price or demand for the products we sell or a significant decrease in the pricing of and demand for our logistics activities could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

- The COVID-19 pandemic and certain developments in global oil markets have had, and may from time to time continue to have, material adverse consequences for general economic, financial and business conditions, and could materially and adversely affect our business, financial condition and results of operation and those of our customers, suppliers and other counterparties.

- We depend upon marine, pipeline, rail and truck transportation services for a substantial portion of our logistics activities in transporting the products we sell. Implementation of regulations and directives that adversely impact the market for transporting these products by rail or otherwise could adversely affect those activities. In addition, implementation of regulations and directives related to these aforementioned services as well as a disruption in any of these transportation services could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

- We have contractual obligations for certain transportation assets such as railcars, barges and pipelines. A decline in demand for (i) the products we sell or (ii) our logistics activities, which has resulted and could continue to result in a decrease in the utilization of our transportation assets, could negatively impact our financial condition, results of operations and cash available for distribution to our unitholders.

- We may not be able to fully implement or capitalize upon planned growth projects. Even if we consummate acquisitions or expend capital in pursuit of growth projects that we believe will be accretive, they may in fact result in no increase or even a decrease in cash available for distribution to our unitholders.

- Erosion of the value of major gasoline brands could adversely affect our gasoline sales and customer traffic.

- Our gasoline sales could be significantly reduced by a reduction in demand due to the impact of COVID-19, higher prices and new technologies and alternative fuel sources, such as electric, hybrid, battery powered, hydrogen or other alternative fuel-powered motor vehicles. In addition to new technologies and alternative fuel sources, changing consumer preferences or driving habits could lead to new forms of

fueling destinations or potentially fewer customer visits to our sites, resulting in a decrease in gasoline sales and/or sales of food, sundries and other on-site services. Any of these outcomes could negatively affect our financial condition, results of operations and cash available for distribution to our unitholders.

- Physical effects from climate change and impacts to areas prone to sea level rise or other extreme weather events could have the potential to adversely affect our assets and operations.

- Changes in government usage mandates and tax credits could adversely affect the availability and pricing of ethanol and renewable fuels, which could negatively impact our sales.

- Our petroleum and related products sales, logistics activities, convenience store operations and results of operations have been and could continue to be adversely affected by, among other things, changes in the petroleum products market structure, product differentials and volatility (or lack thereof), implementation of regulations that adversely impact the market for transporting petroleum and related products by rail and other modes of transportation, severe weather conditions, significant changes in prices, labor shortages and interruptions in transportation services and other necessary services and equipment, such as railcars, barges, trucks, loading equipment and qualified drivers.

- Our risk management policies cannot eliminate all commodity risk, basis risk or the impact of unfavorable market conditions, each of which can adversely affect our financial condition, results of operations and cash available for distribution to our unitholders. In addition, noncompliance with our risk management policies could result in significant financial losses.

- Our results of operations are affected by the overall forward market for the products we sell, and pricing volatility may adversely impact our results.

- Our businesses could be affected by a range of issues, such as changes in demand, commodity prices, energy conservation, competition, the global economic climate, movement of products between foreign locales and within the United States, changes in refiner demand, weekly and monthly refinery output levels, changes in the rate of inflation or deflation, changes in local, domestic and worldwide inventory levels, changes in health, safety and environmental regulations, including, without limitation, those related to climate change, failure to obtain permits, amend existing permits for expansion and/or to address changes to our assets and underlying operations, or renew existing permits on terms favorable to us, seasonality, supply, weather and logistics disruptions and other factors and uncertainties inherent in the transportation, storage, terminalling and marketing of refined products, gasoline blendstocks, renewable fuels and crude oil.

- Increases and/or decreases in the prices of the products we sell could adversely impact the amount of availability for borrowing working capital under our credit agreement, which credit agreement has borrowing base limitations and advance rates.

- Warmer weather conditions could adversely affect our home heating oil and residual oil sales. Our sales of home heating oil and residual oil continue to be reduced by conversions to natural gas and by utilization of propane and/or natural gas (instead of heating oil) as primary fuel sources.

- We are exposed to trade credit risk and risk associated with our trade credit support in the ordinary course of our businesses.

- The condition of credit markets may adversely affect our liquidity.

- Our credit agreement and the indentures governing our senior notes contain operating and financial covenants, and our credit agreement contains borrowing base requirements. A failure to comply with the operating and financial covenants in our credit agreement, the indentures and any future financing

agreements could impact our access to bank loans and other sources of financing as well as our ability to pursue our business activities.

- A significant increase in interest rates could adversely affect our results of operations and cash available for distribution to our unitholders and our ability to service our indebtedness.

- Our gasoline station and convenience store business could expose us to an increase in consumer litigation and result in an unfavorable outcome or settlement of one or more lawsuits where insurance proceeds are insufficient or otherwise unavailable.

- Congress has given the Food and Drug Administration ("FDA") broad authority to regulate tobacco and nicotine products, and the FDA, states and some municipalities have enacted and are pursuing enaction of numerous regulations restricting the sale of such products. These governmental actions, as well as national, state and municipal campaigns to discourage smoking, tax increases, and imposition of regulations restricting the sale of flavored tobacco products, e-cigarettes and vapor products, have and could result in reduced consumption levels, higher costs which we may not be able to pass on to our customers, and reduced overall customer traffic. Also, increasing regulations related to and restricting the sale of flavored tobacco products, e-cigarettes vapor products may offset some of the gains we have experienced from selling these types of products. These factors could materially affect the sale of this product mix which in turn could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

- Our results can be adversely affected by unforeseen events, such as adverse weather, natural disasters, terrorism, cyber attacks, pandemics, or other catastrophic events which could have an adverse effect on our financial condition, results of operations and cash available for distributions to our unitholders.

- Our businesses could expose us to litigation and result in an unfavorable outcome or settlement of one or more lawsuits where insurance proceeds are insufficient or otherwise unavailable.

- Adverse developments in the areas where we conduct our businesses could have a material adverse effect on such businesses and could reduce our ability to make distributions to our unitholders.

- A serious disruption to our information technology systems could significantly limit our ability to manage and operate our businesses efficiently.

- We are exposed to performance risk in our supply chain.

- Our businesses are subject to federal, state and municipal environmental and non-environmental regulations which could have a material adverse effect on such businesses.

- Our general partner and its affiliates have conflicts of interest and limited fiduciary duties, which could permit them to favor their own interests to the detriment of our unitholders.

- Unitholders have limited voting rights and are not entitled to elect our general partner or its directors or remove our general partner without the consent of the holders of at least 66 2/3% of the outstanding common units (including common units held by our general partner and its affiliates), which could lower the trading price of our units.

- Our tax treatment depends on our status as a partnership for federal income tax purposes.

- Unitholders may be required to pay taxes on their share of our income even if they do not receive any cash distributions from us.

Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof. We undertake no obligation to publicly update or revise any forward-looking statements after the date they are made, whether as a result of new information, future events or otherwise.

Available Information

We make available free of charge through our website, www.globalp.com, our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 as soon as reasonably practicable after we electronically file or furnish such material with the Securities and Exchange Commission ("SEC"). These documents are also available at the SEC's website at www.sec.gov. Our website also includes our Code of Business Conduct and Ethics, our Governance Guidelines and the charters of our Audit Committee and Compensation Committee.

PART I

References in this Annual Report on Form 10-K to "Global Partners LP," "Partnership," "we," "our," "us" or like terms refer to Global Partners LP and its subsidiaries. References to "our general partner" refer to Global GP LLC.

Items 1. and 2. Business and Properties.

Overview

We are a master limited partnership formed in March 2005. We own, control or have access to one of the largest terminal networks of refined petroleum products and renewable fuels in Massachusetts, Maine, Connecticut, Vermont, New Hampshire, Rhode Island, New York, New Jersey and Pennsylvania (collectively, the "Northeast"). We are one of the region's largest independent owners, suppliers and operators of gasoline stations and convenience stores. As of December 31, 2021, we had a portfolio of 1,595 owned, leased and/or supplied gasoline stations, including 295 directly operated convenience stores, primarily in the Northeast. We are also one of the largest distributors of gasoline, distillates, residual oil and renewable fuels to wholesalers, retailers and commercial customers in the New England states and New York. We engage in the purchasing, selling, gathering, blending, storing and logistics of transporting petroleum and related products, including gasoline and gasoline blendstocks (such as ethanol), distillates (such as home heating oil, diesel and kerosene), residual oil, renewable fuels, crude oil and propane and in the transportation of petroleum products and renewable fuels by rail from the mid-continent region of the United States and Canada.

We purchase refined petroleum products, gasoline blendstocks, renewable fuels and crude oil primarily from domestic and foreign refiners and ethanol producers, crude oil producers, major and independent oil companies and trading companies. We operate our businesses under three segments: (i) Wholesale, (ii) Gasoline Distribution and Station Operations ("GDSO") and (iii) Commercial.

Global GP LLC, our general partner, manages our operations and activities and employs our officers and substantially all of our personnel, except for most of our gasoline station and convenience store employees who are employed by our wholly owned subsidiary, Global Montello Group Corp. ("GMG").

COVID-19

The COVID-19 pandemic continues to make its presence felt at home, in the workplace, at our retail sites and terminal locations and in the global supply chain. We remain active in responding to the challenges posed by the COVID-19 pandemic and continue to provide essential products and services while prioritizing the safety of our employees, customers and vendors in the communities where we operate. Please read Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Our Perspective on Global and the COVID-19 Pandemic."

Recent Developments

Acquisitions—On February 1, 2022, we acquired substantially all of the retail motor fuel assets in Virginia and North Carolina from Miller Oil Co., Inc. The acquisition includes 21 company-operated Miller's Neighborhood Market convenience stores and 2 fuel sites that are either owned or leased, including lessee dealer and commissioned agent locations, all located in Virginia, and 34 fuel supply only sites, primarily in Virginia.

On January 25, 2022, we acquired substantially all of the assets from Connecticut-based Consumers Petroleum of Connecticut, Incorporated. The acquisition includes 26 company-owned Wheels convenience stores and related fuel operations located in Connecticut (after the disposition of one site pursuant to the terms of the Federal Trade Commission's consent order) and 22 fuel-supply only sites located in Connecticut and New York. The purchase price, subject to post-closing adjustments, was approximately $151.0 million. The acquisition was funded with borrowings under our revolving credit facility.

Revere Terminal Purchase and Sale Agreement—On November 24, 2021, we entered into a Purchase and Sale Agreement (the "Purchase Agreement") with Revere MA Owner LLC (the "Revere Buyer") pursuant to which the Revere Buyer will acquire our terminal located on Boston Harbor in Revere, Massachusetts (the "Revere Terminal") for a purchase price of $150.0 million in cash. Pursuant to the terms of the purchase agreement we entered into with affiliates of the Slifka family ("Initial Seller") in 2015 to acquire the Revere Terminal, the Initial Seller will receive a portion of the net proceeds that we will receive from the sale of the Revere Terminal. We estimate that proceeds to us from the sale of the Revere Terminal after closing costs and consideration of amounts due to the Initial Seller will be in excess of $100.0 million. In connection with closing under the Purchase Agreement, we will enter into a leaseback agreement with the Revere Buyer pursuant to which we will lease back key infrastructure at the Revere Terminal, including certain tanks, dock access rights, and loading rack infrastructure, to allow us to continue business operations at the Revere Terminal post-closing. The disposition is expected to close in the first half of 2022 and is subject to customary closing conditions.

Amended Credit Agreement—On May 5, 2021, we and certain of our subsidiaries entered into the fifth amendment to third amended and restated credit agreement which, among other things, increased the total aggregate commitment to $1.25 billion and extended the maturity date to May 6, 2024. On November 29, 2021, we and certain of our subsidiaries agreed with the lenders to increase the working capital revolving credit facility in an amount equal to $100.0 million, which increased the total available commitments under the credit agreement to $1.35 billion.

Series B Preferred Unit Offering—On March 24, 2021, we issued 3,000,000 9.50% Series B Fixed Rate Cumulative Redeemable Perpetual Preferred Units representing limited partner interests in us (the "Series B Preferred Units") at a price of $25.00 per Series B Preferred Unit. Distributions on the Series B Preferred Units are payable quarterly and are cumulative from and including the date of original issue at a fixed rate of 9.50% per annum of the stated liquidation preference of $25.00. We used the proceeds, net of underwriting discount and expenses, of $72.2 million to reduce indebtedness under our credit agreement.

Operating Segments

We operate our businesses under three segments: (i) Wholesale, (ii) GDSO and (iii) Commercial. In 2021, our Wholesale, GDSO and Commercial sales accounted for approximately 59%, 35% and 6% of our total sales, respectively.

Wholesale

In our Wholesale segment, we engage in the logistics of selling, gathering, blending, storing and transporting refined petroleum products, gasoline blendstocks, renewable fuels, crude oil and propane. We transport these products by railcars, barges, trucks and/or pipelines pursuant to spot or long-term contracts. From time to time, we aggregate crude oil by truck or pipeline in the mid-continent region of the United States and Canada, transport it by rail and ship it by barge to refiners. We sell home heating oil, branded and unbranded gasoline and gasoline blendstocks, diesel, kerosene and residual oil to home heating oil retailers and wholesale distributors. Generally, customers use their own vehicles or contract carriers to take delivery of the gasoline, distillates and propane at bulk terminals and inland storage facilities that we own or control or at which we have throughput or exchange arrangements. Ethanol is shipped primarily by rail and by barge.

Gasoline Distribution and Station Operations

In our GDSO segment, gasoline distribution includes sales of branded and unbranded gasoline to gasoline station operators and sub-jobbers. Station operations include (i) convenience store and prepared food sales, (ii) rental income from gasoline stations leased to dealers, from commissioned agents and from cobranding arrangements and

(iii) sundries (such as car wash sales and lottery and ATM commissions).

As of December 31, 2021, we had a portfolio of owned, leased and/or supplied gasoline stations, primarily in the Northeast, that consisted of the following:

Company operated	295
Commissioned agents	293
Lessee dealers	201
Contract dealers	806
Total	1,595

Commercial

In our Commercial segment, we include sales and deliveries to end user customers in the public sector and to large commercial and industrial end users of unbranded gasoline, home heating oil, diesel, kerosene, residual oil and bunker fuel. In the case of public sector commercial and industrial end user customers, we sell products primarily either through a competitive bidding process or through contracts of various terms. We respond to publicly issued requests for product proposals and quotes. We generally arrange for the delivery of the product to the customer's designated location. Our Commercial segment also includes sales of custom blended fuels delivered by barges or from a terminal dock to ships through bunkering activity.

Products

General

The following table presents our product sales and other revenues as a percentage of our consolidated sales for the years ended December 31:

	2021	2020	2019
Gasoline sales: gasoline and gasoline blendstocks (such as ethanol)	72 %	70 %	75 %
Distillates (home heating oil, diesel and kerosene) and residual oil sales	24 %	24 %	21 %
Crude oil sales and crude oil logistics revenue	1 %	1 %	1 %
Convenience store and prepared food sales, rental income and sundries	3 %	5 %	3 %
Total	100 %	100 %	100 %

Gasoline. We sell substantially all grades of branded and unbranded gasoline and we sell gasoline blendstocks, such as ethanol, that comply with seasonal and geographical requirements in the areas in which we market.

Distillates. Distillates are primarily divided into home heating oil, diesel and kerosene. In 2021, sales of home heating oil, diesel and kerosene accounted for approximately 42%, 56% and 2%, respectively, of our total volume of distillates sold. The distillates we sell are used primarily for fuel for trucks and off-road construction equipment and for space heating of residential and commercial buildings.

We sell generic home heating oil and Heating Oil Plus™, our proprietary premium branded heating oil that is electronically blended at the delivery facility, to wholesale distributors and retailers. In addition, we sell the additive used to create Heating Oil Plus™ to some wholesale distributors, make injection systems available to them and provide technical support to assist them with blending. We also educate the sales force of our customers to better prepare them for marketing our products to their customers.

We have a fixed price sales program that we market primarily to wholesale distributors and retailers which uses the New York Mercantile Exchange ("NYMEX") heating oil contract as the pricing benchmark and as the vehicle to manage the commodity risk. Please read "—Commodity Risk Management." In 2021, approximately 28% of our home heating oil volume was sold using forward fixed price contracts. A forward fixed price contract requires our customer to

purchase a specific volume at a specific price during a specific period. The remaining home heating oil volume was sold on either a posted price or a price based on various indices which, in both instances, reflect current market conditions.

We sell generic diesel and Diesel One®, our proprietary premium diesel fuel product. We offer marketing and technical support for those customers who purchase Diesel One®.

Residual Oil. We sell residual oil to industrial, commercial and marine customers. We specially blend product for users in accordance with their individual power specifications and for marine transport.

Crude Oil. We engage in the purchasing, selling, storing and logistics of transporting domestic and Canadian crude oil and other products via pipeline, rail and barge from the mid-continent region of the United States and Canada for distribution to refiners and other customers.

Convenience Store Items and Sundries. We sell a broad selection of food, beverages, snacks, grocery and non-food merchandise at our convenience store locations and generate sundry sales, such as car wash sales and lottery and ATM commissions, at our convenience store locations.

Significant Customers

None of our customers accounted for greater than 10% of total sales for years ended December 31, 2021, 2020 and 2019.

Assets

Terminals

As of December 31, 2021, we owned, leased or maintained dedicated storage facilities at 26 bulk terminals, each with the capacity of more than 50,000 barrels, with a collective storage capacity of approximately 11.9 million barrels. Twenty-three of these bulk terminals are located throughout the Northeast. Some of our storage tankage is versatile, allowing us to switch tankage from one product to another.

In addition to refined products, we also own or operate rail facilities in New York, Vermont and Oregon capable of handling ethanol, renewable diesel (only in Oregon) and other products and two rail facilities in North Dakota that are permitted to receive, store or distribute crude oil. At select locations, we have capacity to store renewable fuels, and in Albany, New York, we also have an additional rail-fed storage terminal capable of handling propane.

The bulk terminals and inland storage facilities from which we distribute product are supplied by ship, barge, truck, pipeline and/or rail. The inland storage facilities, which we use primarily to store distillates, are supplied with product delivered by truck and/or pipeline from bulk terminals. Our customers receive product from our network of bulk terminals and inland storage facilities primarily via truck, pipeline and/or rail.

In connection with our businesses, we may lease or otherwise secure the right to use certain third-party assets (such as railcars, pipelines and barges). As of December 31, 2021, we supported our rail activity with a fleet of approximately 120 leased railcars. The makeup of this fleet is split between general-purpose cars and pressurized tank cars. We lease railcars from third parties through various lease arrangements with various expiration dates, and we also lease barges from third parties through various time charter lease arrangements also with various expiration dates. We also have various pipeline connection agreements that extend for one to four years.

Many of our bulk terminals operate 24 hours a day and consist of multiple storage tanks and automated truck loading equipment. These automated systems monitor terminal access, volumetric allocations, credit control and carrier certification through the remote identification of customers. In addition, some of the bulk terminals from which we market are equipped with truck loading racks capable of providing automated blending and additive packages which meet our customers' specific requirements.

We use throughput arrangements for storage of product at terminals owned by others. We or our customers can load product at these terminals, and we pay the owners of these terminals fees for services rendered in connection with the receipt, storage and handling of such product. Compensation to the terminal owners may be fixed or based upon the volume of our product that is delivered and sold at the terminal. Our throughput agreements may require us to throughput a minimum volume over an agreed-upon period and may include make-up rights if the minimum volume is not met.

We have exchange agreements with customers and suppliers. An exchange is a contractual agreement where the parties exchange product at their respective terminals or facilities. For example, we (or our customers) receive product that is owned by our exchange partner from such party's facility or terminal, and we deliver the same volume of our product to such party (or to such party's customers) out of one of the terminals in our terminal network. Generally, both sides of an exchange transaction pay a handling fee (similar to a throughput fee), and often one party also pays a location differential that covers any excess transportation costs incurred by the other party in supplying product to the location at which the first party receives product. Other differentials that may occur in exchanges (and result in additional payments) include product value differentials and timing differentials.

Gasoline Stations

As of December 31, 2021, we had a portfolio of 1,595 owned, leased and/or supplied gasoline stations, including 295 directly operated convenience stores, primarily in the Northeast.

At our company-operated stores, we operate the gasoline stations and convenience stores with our employees, and we set the retail price of gasoline at the station. At commissioned agent locations, we own the gasoline inventory, and we set the retail price of gasoline at the station and pay the commissioned agent a fee related to the gallons sold. We receive rental income from commissioned agent leased gasoline stations for the leasing of the convenience store premises, repair bays and/or other businesses that may be conducted by the commissioned agent. At dealer-leased locations, the dealer purchases gasoline from us, and the dealer sets the retail price of gasoline at the dealer's station. We also receive rental income from (i) dealer-leased gasoline stations and (ii) cobranding arrangements. We also supply gasoline to locations owned and/or leased by independent contract dealers. Additionally, we have contractual relationships with distributors in certain New England states pursuant to which we source and supply these distributors' gasoline stations with ExxonMobil-branded gasoline.

Supply

Our products come from some of the major energy companies in the world as well as North American crude oil producers. Products can be sourced from the United States, Canada, South America, Europe, Russia and occasionally from Asia. Most of our products are delivered by water, pipeline, rail or truck. During 2021, we purchased an average of approximately 364,000 barrels per day of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil. We enter into supply agreements with these suppliers on a term basis or a spot basis. With respect to trade terms, our supply purchases vary depending on the particular contract from prompt payment (usually two days) to net 30 days. Please read "—Commodity Risk Management." We obtain our convenience store inventory from traditional suppliers.

Seasonality

Due to the nature of our businesses and our reliance, in part, on consumer travel and spending patterns, we may experience more demand for gasoline during the late spring and summer months than during the fall and winter months. Travel and recreational activities are typically higher in these months in the geographic areas in which we operate, increasing the demand for gasoline. Therefore, our volumes in gasoline are typically higher in the second and third quarters of the calendar year. However, the COVID-19 pandemic has had a negative impact on gasoline demand and the extent and duration of that impact remains uncertain. As demand for some of our refined petroleum products, specifically home heating oil and residual oil for space heating purposes, is generally greater during the winter months, heating oil and residual oil volumes are generally higher during the first and fourth quarters of the calendar year. These factors may result in fluctuations in our quarterly operating results.

Commodity Risk Management

When we take title to the products that we sell, we are exposed to commodity risk. Commodity risk is the risk of unfavorable market fluctuations in the price of commodities such as refined petroleum products, gasoline blendstocks, renewable fuels and crude oil. We endeavor to minimize commodity risk in connection with our daily operations through hedging by the use of exchange-traded futures contracts on regulated exchanges or using other over-the-counter derivatives, and then lift hedges as we sell the product for physical delivery to third parties. Products are generally purchased and sold at spot market prices, fixed prices or indexed prices, with certain adjustments based on quality and freight due to location differences and prevailing supply and demand conditions, as well as other factors. While we use these transactions to seek to maintain a position that is substantially balanced within our commodity product purchase and sales activities, we may experience net unbalanced positions for short periods of time as a result of variances in daily purchases and sales and transportation and delivery schedules as well as other logistical issues inherent in our businesses, such as weather conditions. In connection with managing these positions, we are aided by maintaining a constant presence in the marketplace. We also engage in a controlled trading program for up to an aggregate of 250,000 barrels of commodity products at any one point in time. Our policy is generally to purchase only products for which we have a market and to structure our sales contracts so that price fluctuations do not materially affect our profit. While our policies are designed to minimize market risk, as well as inherent basis risk, exposure to fluctuations in market conditions remains.

In addition, because a portion of our crude oil business may be conducted in Canadian dollars, we may use foreign currency derivatives to minimize the risks of unfavorable exchange rates. These instruments may include foreign currency exchange contracts and forwards. In conjunction with entering into the commodity derivative, we may enter into a foreign currency derivative to hedge the resulting foreign currency risk. These foreign currency derivatives are generally short-term in nature and not designated for hedge accounting.

Operating results are sensitive to a number of factors. Such factors include commodity location, grades of product, individual customer demand for grades or location of product, localized market price structures, availability of transportation facilities, daily delivery volumes that vary from expected quantities and timing and costs to deliver the commodity to the customer. Basis risk is the inherent market price risk created when a commodity of a certain grade or location is purchased, sold or exchanged as compared to a purchase, sale or exchange of a commodity at a different time or place, including transportation costs and timing differentials. We attempt to reduce our exposure to basis risk by grouping our purchase and sale activities by geographical region and commodity quality in order to stay balanced within such designated region. However, basis risk cannot be entirely eliminated, and basis exposure, particularly in backward markets (when prices for future deliveries are lower than current prices) or other adverse market conditions, can adversely affect our financial condition, results of operations and cash available for distribution to our unitholders.

With respect to the pricing of commodities, we utilize exchange-traded futures contracts and other derivative instruments to minimize or hedge the impact of commodity price changes on our inventories and forward fixed price commitments. Any hedge ineffectiveness is reflected in our results of operations. We utilize regulated exchanges, including the NYMEX, the Chicago Mercantile Exchange (“CME”) and the Intercontinental-Exchange (“ICE”), which are exchanges for the respective commodities that each trades, thereby reducing potential delivery and supply risks. Generally, our practice is to close all exchange positions rather than to make or receive physical deliveries.

We monitor processes and procedures to prevent unauthorized trading by our personnel and to maintain substantial balance between purchases and sales or future delivery obligations. We can provide no assurance, however, that these steps will eliminate commodity risk or detect and prevent all violations of such trading processes and procedures, particularly if deception or other intentional misconduct is involved.

In our Wholesale segment, we obtain Renewable Identification Numbers (“RINs”) in connection with our purchase of ethanol which is used for bulk trading purposes or for blending with gasoline through our terminal system. A RIN is a renewable identification number associated with government-mandated renewable fuel standards. To evidence that the required volume of renewable fuel is blended with gasoline, obligated parties must retire sufficient RINs to cover their Renewable Volume Obligation (“RVO”). Our U.S. Environmental Protection Agency (“EPA”) obligations relative to renewable fuel reporting are comprised of foreign gasoline and diesel that we may import and blending operations at

certain facilities. As a wholesaler of transportation fuels through our terminals, we separate RINs from renewable fuel through blending with gasoline and can use those separated RINs to settle our RVO. While the annual compliance period for the RVO is a calendar year and the settlement of the RVO typically occurs by March 31 of the following year, the settlement of the RVO can occur, under certain EPA deferral actions, more than one year after the close of the compliance period. Our Wholesale segment operating results may be sensitive to the timing associated with our RIN position relative to our RVO at a point in time, and we may recognize a mark-to-market liability for a shortfall in RINs at the end of each reporting period. To the extent that we do not have a sufficient number of RINs to satisfy our RVO as of the balance sheet date, we charge cost of sales for such deficiency based on the market price of the RINs as of the balance sheet date and record a liability representing our obligation to purchase RINs. Our 2016 RIN obligation may change due to a court decision requiring the EPA to revise the calculation methodology for determining the 2016 renewable fuel obligation. In 2019, the EPA proposed a rule that would retain the 2016 obligation, though the agency continues to assess how to proceed. A coalition of agriculture and biofuels groups have filed suit, seeking a court order to force EPA to revise its calculation of the 2016 obligations. However, we do not believe that any impacts associated with any such change will have a material adverse effect on our financial position, results of operations or cash available for distribution to our unitholders.

For more information about our policies and procedures to minimize our exposure to market risk, including commodity market risk, please read Part II, Item 7A, “Quantitative and Qualitative Disclosures About Market Risk.”

Competition

In each of our operating segments, we encounter varying degrees of competition based on product and geographic locations and available logistics. Our competitors include terminal companies, major integrated oil companies and their marketing affiliates, wholesalers, producers and independent marketers of varying sizes, financial resources and experience. In our markets, we compete in various product lines and for all customers. In the residual oil markets, however, where product is heated when stored and cannot be delivered long distances, we face less competition because of the strategic locations of our residual oil storage facilities. We supply oil to industrial, commercial and marine customers. We compete with other transloaders in our logistics activities including, in part, storage and transportation of renewable fuels, gasoline and gasoline blendstocks, crude oil and the movement of product by alternative means (e.g., pipelines). We also compete with natural gas suppliers and marketers in our home heating oil and residual oil product lines. Bunkering requires facilities at ports to service vessels. In various other geographic markets, particularly with respect to unbranded gasoline and distillates markets, we compete with integrated refiners, merchant refiners and regional marketing companies. Our retail gasoline stations compete with unbranded and branded retail gasoline stations as well as supermarket and warehouse stores that sell gasoline, and our convenience stores compete with other convenience store chains, independent convenience stores, supermarkets, drugstores, discount warehouse clubs, motor fuel stations, mass merchants, quick service restaurants and other similar retail outlets.

Employees and Human Capital

To carry out our operations, our general partner and certain of our operating subsidiaries employed a total of approximately 3,490 employees, including approximately 2,430 full-time employees as of December 31, 2021, of which approximately 105 employees were represented by labor unions under collective bargaining agreements with various expiration dates. We believe we have good relations with our employees.

Our values and culture are key to our ability to attract, hire and retain skilled and talented employees for our businesses. Those values, that culture and our employees are critical to our success as we build and sustain our company. We offer competitive compensation and benefit programs to motivate and reward performance.

We also value diversity throughout or organization and continuously look to extend our diversity, equity and inclusion initiatives across the workforce. We believe our employees embody our core values of integrity, quality, commitment and innovation and, in doing so, contribute to our long-standing character and reputation.

To continue to attract and retain the best people, we have adjusted hiring rates for hourly paid and salaried management to remain competitive. In our retail locations, we have introduced a faster application and onboarding

process, including text to apply, and a referral bonus scheme for existing employees. In our corporate offices, we have introduced a new flexible working policy for everyone and the ability to work completely remotely for approved employees. We also continue to invest in the training and development of our people to enhance operational standards and increase employee engagement.

We maintain an environment of open communications where the contributions of all employees are valued. We encourage many forms of company-wide communications, including town hall meetings. Our culture is founded upon core principles of respect, fair treatment and providing equal opportunities for our workforce.

Safeguarding the health and safety of our employees is our first and foremost priority. We are committed to providing a safe working environment for all our employees and operating in a safe and environmentally sound manner. We support our local communities and we are working to obtain sustainability throughout the company. In response to the COVID-19 pandemic, we have remained focused on safeguarding the health of our employees by implementing safety protocols and procedures across all our offices and facilities. We continuously monitor the impact of the COVID-19 pandemic on our employees and proactively modify and adopt new measures and practices for the health and safety of our employees and in response to applicable laws.

We operate in an evolving regulatory environment and our operations are subject to numerous and varying regulatory requirements. We proactively manage compliance and work collaboratively with stakeholder groups, including government agencies and committees in this endeavor.

Title to Properties, Permits and Licenses

We believe we have all of the assets needed, including leases, permits and licenses, to operate our businesses in all material respects. With respect to any consents, permits or authorizations that have not been obtained, we believe that the failure to obtain these consents, permits or authorizations will have no material adverse effect on our financial position, results of operations or cash available for distribution to our unitholders.

We believe we have satisfactory title to all of our assets. Title to property, including certain sites within our GDSO segment, may be subject to encumbrances, including repurchase rights and use, operating and environmental covenants and restrictions. We believe that none of these encumbrances will materially detract from the value of our properties or from our interest in these properties, nor will they materially interfere with the use of these properties in the operation of our businesses.

The name GLOBAL®, our Global logos and the name Global Petroleum Corp.® are our trademarks. In addition, we have trademarks for our premium fuels and additives: Heating Oil Plus™ and the Heating Oil Plus® logo, SubZero® and the SubZero® logo, Diesel One® and the Diesel One® logo, Diesel 1®, the Diesel 1™ logo and the tagline Legacy.Technology.Performance.®. Our Global online customer portal for buying, bidding and contract management is operated under the name GlobalCONNECT™.

We also own registrations and use the following trademarks, among others, for our convenience store business: Alltown®, Alltown Fresh & logo®, Centre St. Kitchen®, Buck Stop®, Fast Freddie's®, Mr. Mike's®, Deli Joe's®, Diamond Fuels®, Xtra Mart & logo®, HF Honey Farms & logo®, Wheels & logo®. We also own the trademark Jiffy Mart & logo ℠. We also have rights to use O'Connell's Convenience Plus℠, T-Bird℠, Miller Mart® and related marks.

Facilities

We lease office space for our principal executive office in Waltham, Massachusetts. This lease expires on July 31, 2026 with extension options through July 31, 2036. In addition, we lease office space in Branford, Connecticut. This lease expires on July 31, 2024 with extension options through July 31, 2034.

Regulation

General

Our businesses of supplying primarily refined petroleum products, gasoline blendstocks, renewable fuels and crude oil involve a number of activities that are subject to extensive and stringent environmental laws. In addition, these laws are frequently modified or revised to impose new obligations.

Our operations use a number of petroleum and other products storage and distribution facilities. These facilities include rail transloading facilities and gasoline stations that we do not own or operate, but at which refined petroleum products, gasoline blendstocks, renewable fuels and crude oil are stored. We use these facilities through several different contractual arrangements, including leases and throughput and terminalling services agreements. If facilities with which we contract that are owned and operated by third parties fail to comply with environmental laws, they could be shut down or their operations could be compromised, requiring us to incur costs to use alternative facilities.

State, federal, and municipal laws and regulations, including, without limitation, those governing environmental matters can restrict or impact our business activities in many ways, such as:

- requiring remedial action to mitigate releases of hydrocarbons, hazardous substances or wastes caused by our operations or attributable to former operators;
- requiring our operations to obtain, maintain and renew permits which can obligate us to incur capital expenditures to comply with environmental control requirements and which may restrict our operations;
- enjoining the operations of facilities found to be noncompliant with applicable laws and regulations;
- inability to renew, modify or obtain permits on terms and conditions that are satisfactory to maintain existing operations, to modify and/or expand existing operations and to conduct new operations; and
- limiting or restricting the products we may sell at our company-operated convenience stores.

Any such failures to comply may also trigger administrative, civil and possibly criminal enforcement measures, including monetary penalties and remedial requirements. Certain statutes impose strict, joint and several liability for costs required to clean up and restore sites where hydrocarbons, hazardous substances or wastes have been released or disposed of. Moreover, neighboring landowners and other third parties may file claims for personal injury and property damage allegedly caused by the release of hydrocarbons, hazardous substances or other wastes into the environment.

Our operating permits are subject to modification, renewal and revocation. We regularly monitor and review our operations, procedures and policies for compliance with permits, laws and regulations. Risk of noncompliance, permit interpretation, permit modification, renewal of permits on less favorable terms, judicial or administrative challenges of permits or permit revocation are inherent in the operation of our businesses, as it is with other companies engaged in similar businesses.

The trend in environmental regulation has been to place more restrictions and limitations on activities that may affect the environment over time. As a result, there can be no assurance as to the amount or timing of future expenditures for environmental compliance or remediation, and actual future expenditures may be different from the amounts we currently anticipate. We try to anticipate future regulatory requirements that might be imposed and plan accordingly to remain in compliance with changing environmental laws and regulations and minimize the costs of such compliance.

We do not believe that compliance with federal, state or municipal laws, including environmental laws and regulations will have a material adverse effect on our financial position, results of operations or cash available for distribution to our unitholders. We can provide no assurance, however, that future events, such as changes in existing laws (including changes in the interpretation of existing laws), the promulgation of new laws, or the development or

discovery of new facts or conditions will not cause us to incur significant costs or will not have a material adverse effect on our financial position, results of operations or cash available for distribution to our unitholders.

For additional information concerning certain environmental proceedings, please read Notes 14 and 23 of Notes to Consolidated Financial Statements.

Hazardous Substance Releases and Waste Handling

Our businesses are subject to laws that relate to the release of hazardous substances into the water, air or soils and require, among other things, measures to control pollution of the environment. For instance, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, also known as CERCLA or the Superfund law, and comparable state laws impose liability, without regard to fault or the legality of the original conduct, on certain classes of persons who are considered to be responsible for the release of hazardous substances into the environment. Under the Superfund law, these persons may be subject to joint and several liability for the costs of cleaning up hazardous substances that have been released into the environment, for damages to natural resources and for the costs of certain health studies. In the course of our ordinary operations, we may generate, store or otherwise handle materials and wastes that fall within the Superfund law's definition of a hazardous substance and, as a result, we may be jointly and severally liable under the Superfund law for all or part of the costs required to clean up sites at which those hazardous substances have been released into the environment. Under these laws, we could be required to remove or remediate previously disposed wastes, including wastes disposed of or released by prior owners or operators, clean up contaminated property, including groundwater contaminated by prior owners or operators, or make capital improvements to prevent future contamination.

Our operations generate a variety of wastes, including some hazardous wastes that are subject to the federal Resource Conservation and Recovery Act, as amended ("RCRA") and comparable state laws. These regulations impose detailed requirements for the handling, storage, treatment and disposal of hazardous waste. Our operations also generate solid wastes which are regulated under state law or the less stringent solid waste requirements of the federal Solid Waste Disposal Act. We believe that our operations are in substantial compliance with the existing requirements of RCRA, the Solid Waste Disposal Act and similar state and municipal laws, and the cost involved in complying with these requirements is not material. We also incur ongoing costs for monitoring groundwater and/or remediation of contamination at several facilities that we operate.

We believe we are in substantial compliance with applicable hazardous substance releases and waste handling requirements related to our operations. We do not believe that compliance with federal, state or municipal hazardous substance releases and waste handling regulations will have a material adverse effect on our financial position, results of operations or cash available for distribution to our unitholders. However, these and future statutes, regulatory changes or initiatives regarding hazardous substance releases and waste handling could directly and indirectly increase our operating and compliance costs. For example, the EPA is expected to designate certain widely used chemicals that break down slowly over time (per- and poly-fluoroalkyl substances, also known as "PFAS") as hazardous substances under CERCLA. Should any PFAS contamination be detected at sites that we currently own or operate, or formerly owned or operated, we may be obligated to remediate any such materials. We cannot assure that costs incurred to comply with standards and regulations emerging from these and future rulemakings will not be material to our businesses, financial condition or results of operations.

Above Ground Storage Tanks

Above ground tanks that contain petroleum and other hazardous substances are subject to comprehensive regulation under environmental and other laws. Generally, these laws require secondary containment systems for tanks or that the operators take alternative precautions to ensure that no contamination results from tank leaks or spills and impose liability for releases from the tanks. We believe we are in substantial compliance with environmental laws and regulations applicable to above ground storage tanks.

Under the Oil Pollution Act of 1990 ("OPA") and comparable state laws, responsible parties for a regulated facility from which products are spilled may be subject to strict, joint and several liability for removal costs and certain

other consequences of any spill such as natural resource damages, where the spill is into navigable waters, groundwater or along shorelines and other resource areas, and damages to private properties.

Under the authority of the federal Clean Water Act, the EPA imposes specific requirements for Spill Prevention, Control and Countermeasure Plans and Facility Response Plans that are designed to prevent, and minimize the impacts of, releases of oil and other products from above ground storage tanks. We believe we are in substantial compliance with regulations pursuant to OPA, the Clean Water Act and similar state laws. We follow the American Petroleum Institute's inspection, maintenance and repair standard applicable to our above ground storage tanks.

Underground Storage Tanks

We are required to make financial expenditures to comply with regulations governing underground storage tanks ("USTs") which store gasoline or other regulated substances adopted by federal, state and municipal regulatory agencies. Pursuant to RCRA, the EPA has established a comprehensive regulatory program for the detection, prevention, investigation and cleanup of leaking USTs. State or local agencies may be delegated the responsibility for implementing the federal program or developing and implementing equivalent or stricter state or local regulations. We have a comprehensive program in place for performing routine tank testing and other compliance activities which are intended to promptly detect and investigate any potential releases. We believe we are in substantial compliance with applicable environmental requirements, including those applicable to our USTs. Compliance with existing and future environmental laws regulating UST systems of the kind we use may require significant capital expenditures in the future. These expenditures may include upgrades, modifications, and the replacement of USTs and related piping to comply with current and future regulatory requirements designed to ensure the detection, prevention, investigation and remediation of leaks and spills.

Water Discharges

The federal Clean Water Act imposes restrictions regarding the discharge of pollutants, including oil and refined petroleum products, gasoline blendstocks, renewable fuels and crude oil, into waters of the United States. This law and comparable state laws may require permits for discharging pollutants into state and federal waters, including certain underground sources, and impose substantial liabilities and remedial obligations for noncompliance. We hold these discharge permits for our facilities, as applicable. These state and federal laws are subject to uncertainty due to ongoing proposed regulatory revisions, ongoing litigation and the recent change in federal administration. This uncertainty extends to, among other regulatory provisions, the definition of waters of the United States, which continues to be the subject of regulatory redefinitions (as well as ongoing litigation), potential changes in regulated pollutants and applicable standards and the regulation of discharges to groundwater, all of which could expand jurisdiction or restrict discharges due to revised standards. This regulatory uncertainty may result in a need for additional or amended permits in areas that were not formerly subject to the Clean Water Act, which may impact operations in the future.

EPA regulations also may require us to obtain permits to discharge certain storm water runoff. Storm water discharge permits also may be required by certain states in which we operate. We believe that we hold the required permits and operate in material compliance with those permits. While we have experienced periodic permit discharge exceedences at some of our terminals, we do not expect any noncompliance with existing permits and foreseeable new permit requirements to have a material adverse effect on our financial position, results of operations or cash available for distribution to our unitholders.

Air Emissions

Under the federal Clean Air Act (the "CAA") and comparable state and local laws, permits are typically required to emit regulated air pollutants into the atmosphere above certain thresholds. We believe that we currently hold or have applied for all necessary air permits and that we are in substantial compliance with applicable air laws and regulations. Although we can give no assurances, we are aware of no changes to air quality regulations that will have a material adverse effect on our financial condition, results of operations or cash available for distribution to our unitholders.

Various federal, state and municipal agencies have the authority to prescribe product quality specifications for the petroleum products and renewable fuels that we sell, largely in an effort to reduce air pollution. Failure to comply with these regulations can result in substantial penalties. Although we can give no assurances, we believe we are currently in substantial compliance with these regulations.

Changes in product quality specifications could require us to incur additional handling costs or reduce our throughput volume. For instance, different product specifications for different markets, such as sulfur content for transportation fuels and home heating fuels, could require the construction of additional storage.

In addition, the CAA and similar state laws impose requirements on emissions to the air from motor fueling activities in certain areas of the country, including those that do not meet state or national ambient air quality standards. These laws may require the installation of vapor recovery systems to control emissions of volatile organic compounds to the air during the motor fueling process.

In December 2020, the EPA under President Trump maintained the November 2015 National Ambient Air Quality Standards ("NAAQS") for ground-level ozone. A designation of nonattainment can lead the governing state to issue more stringent limits on existing sources of those precursor pollutants within the designated nonattainment area. The Biden administration, however, may strengthen the NAAQS for ozone as it has indicated it may review the December 2020 determination to maintain the November 2015 NAAQS. Until such review occurs, the full extent of the impacts of any new standards are not clear. However, any revisions have the potential to change the nonattainment designations and could have a material impact on our operations and cost-structure, which would be determined on an individual permit by permit basis.

Climate Change

The threat of climate change continues to attract considerable attention in the United States and in foreign countries. In the United States, no comprehensive climate change legislation has been implemented at the federal level; however, President Biden has indicated that addressing climate change will be a focus of his administration, and several states have implemented their own efforts to curb greenhouse gas ("GHG") emissions. To the extent that our operations are subject to restrictions on GHG emissions, we may face increased capital and operating costs associated with new or expanded facilities. Significant expansions of our existing facilities or construction of new facilities may be subject to the CAA's requirements for review of pollutants regulated under the Prevention of Significant Deterioration and Title V programs. Some of our facilities and operations are also subject to the EPA's Mandatory Reporting of Greenhouse Gases rule, and any further regulation may increase our operational costs. Some states in which we do business, including New York, have enacted measures requiring regulatory agencies to consider potential sea level rise in the performance of their regulatory duties.

The EPA has proposed or finalized New Source Performance Standards ("NSPS") for a number of emissions categories, including methane and volatile organic compound emissions from certain activities in the oil and gas production sector. Although the Trump administration reduced certain of these requirements, President Biden has issued an executive order calling for the development of new or more stringent emissions standards and the EPA issued proposed regulations in November 2021 for new, modified, and existing sources in the oil and gas sector, including those involved in transportation and storage. These rules, if enacted, could impose new compliance costs and additional permitting burdens on upstream oil and gas operations, which could in turn affect the companies that produce the products that we transport. Currently, however, it is not possible to estimate the likely financial impact of potential future regulation on our operations.

Under Subpart MM of the Mandatory Greenhouse Gas Reporting Rule ("MRR"), importers and exporters of petroleum products, including distillates and natural gas liquids, must report the GHG emissions that would result from the complete combustion of all imported and exported products if such combustion would result in the emission of at least 25,000 metric tons of carbon dioxide equivalent per year. We currently report under Subpart MM because of the volume of petroleum products we typically import. Compliance with the MRR does not substantially impact our operations. However, any change in regulations based on GHG emissions reported in compliance with MRR may limit our ability to import petroleum products or increase our costs to import such products.

The EPA has also issued Corporate Average Fuel Economy ("CAFE") standards to regulate emissions of GHGs from the use of fossil fuels for mobile sources. Generally, the CAFE standards have incremental annual increases; however, in recent years, significant regulatory changes and related litigation have cast uncertainty on the pace of state and federal efforts to further accelerate fuel economy objectives, which are tied to regulatory strategies to reduce vehicle emissions. In August 2021, the National Highway Traffic Safety Administration ("NHTSA") proposed new CAFE standards for light duty vehicles manufactured in models years 2024 through 2026, so that standards would increase in stringency at a rate of 8% per year rather than the previous incremental change of 1.5% per year. Additionally, in December 2021, the EPA and the NHTSA withdrew the Safer Affordable Fuel-Efficient Vehicles Rule Part I ("SAFE I Rule"), which would have preempted state authority and prevented states like California from setting their own fuel economy standards. Accordingly, various state and regional programs have been proposed which would curtail or prevent the sale of new gasoline-powered personal vehicles in their jurisdictions within identified time periods. Such programs to achieve reductions in emissions of GHGs from the operation of motor vehicles may be required, which may reduce demand for our products and services.

Overall, there has been a trend towards increased regulation of GHGs and initiatives, both domestically and internationally, to limit GHG emissions. Future efforts to limit emissions associated with transportation fuels and heating fuels could reduce the market for, or effect pricing of, our products, and thus adversely impact our businesses. For example, at the 2015 United Nations Framework Convention on Climate Change in Paris, the United States and nearly 200 other nations entered into an international climate agreement. Although this agreement does not create any binding obligations for nations to limit their GHG emissions, it does include pledges to voluntarily limit or reduce future emissions. Although the United States had withdrawn from the Paris Agreement, President Biden has signed an executive order recommitting the United States to the Paris Agreement. The impacts of this order, and of any legislation or regulation that may be passed to implement the United States' commitment under the Paris Agreement, are unclear at this time.

In the Northeast and mid-Atlantic, Massachusetts, Connecticut, Washington, D.C. and Rhode Island have entered into a Memorandum of Understanding ("MOU") to implement the Transportation and Climate Initiative program ("TCI"). The TCI program effectively ended in November 2021 after several states, including Massachusetts, Connecticut and Rhode Island, either paused or withdrew from the program.

Separately, it should be noted that many scientists have concluded that increasing concentrations of GHG in the earth's atmosphere may produce climate changes that have significant physical effects, such as increased frequency and severity of storms, droughts, and floods and other climatic events. If any of those effects were to occur, they could have an adverse effect on our assets and operations. In addition, various suits have been filed, alleging that certain companies created public nuisances by producing fuels that contributed to climate change, or alleging that such companies have been aware of the adverse impacts of climate change for some time but failed to adequately disclose such impacts to their investors or customers. Any such litigation could have an adverse effect on operations in the future.

There are increasing financial risks associated with our operations. Activists concerned about the potential effects of climate change have, in certain instances, directed their attention at sources of funding for energy companies whose businesses are related to the use of fossil fuels. Additionally, the Federal Reserve has joined the Network for Greening the Financial System ("NGFS"), a network of financial regulators committed to addressing climate-related risks in the financial system. While the impacts of the Federal Reserve joining the NGFS are uncertain, financial institutions may be required to adopt policies that could have the effect of reducing funding available to the fossil fuel industry. This could make it more difficult to secure funding.

Convenience Store Regulations

Our convenience store operations are subject to extensive governmental laws and regulations that include legal restrictions on the sale of alcohol, tobacco and lottery products, food labelling, safety and health requirements and public accessibility, as well as sanitation, environmental, safety and fire standards. State and local regulatory agencies have the authority to approve, revoke, suspend or deny applications for, and renewals of, permits and licenses. Our operations are also subject to federal and state laws governing matters such as wage rates, overtime, working conditions and citizenship requirements. At the federal level, there are proposals under consideration from time to time to increase minimum wage

rates and to introduce a system of mandated health insurance, each of which could adversely affect our results of operations.

In June 2009, Congress passed the Family Smoking Prevention and Tobacco Control Act ("FSPTCA") which gave the FDA broad authority to regulate tobacco and nicotine products. Under the FSPTCA, the FDA has enacted numerous regulations restricting the sale of such products to anyone under the age of 18 years (state laws are permitted to set a higher minimum age); prohibit the sale of single cigarettes or packs with less than 20 cigarettes; and prohibit the sale or distribution of non-tobacco items such as hats and t-shirts with tobacco brands, names or logos. These governmental actions, as well as national, state and municipal campaigns to discourage smoking, tax increases, and imposition of regulations restricting the sale of flavored tobacco products, e-cigarettes and vapor products, have and could result in reduced consumption levels, higher costs which we may not be able to pass on to our customers, and reduced overall customer traffic. Also, increasing regulations related to and restricting the sale of flavored tobacco products, e-cigarettes and vapor products may offset some of the gains we have experienced from selling these types of products. These factors could materially affect the sale of this product mix which in turn could have an adverse effect on our results of operations.

Ethanol Market

The market for ethanol is dependent on several economic incentives and regulatory mandates for blending ethanol into gasoline, including the availability of federal tax incentives, ethanol use mandates and oxygenate blending requirements. For instance, the Renewable Fuels Standard ("RFS") requires that a certain amount of renewable fuels, such as ethanol, be utilized in transportation fuels, including gasoline, in the United States each year. Additionally, the EPA imposes oxygenate blending requirements for reformulated gasoline that are best met with ethanol blending. Gasoline marketers may also choose to discretionally blend ethanol into conventional gasoline for economic reasons. A change or waiver of the RFS mandate or the reformulated gasoline oxygenate blending requirements could adversely affect the availability and pricing of ethanol. Any change in the RFS mandate could also result in reduced discretionary blending of ethanol into conventional gasoline.

In addition, on December 7, 2021, the EPA proposed biofuel volume requirements through 2022 under the Renewable Fuel Standard Program.

Environmental Insurance

We maintain insurance which may cover, in whole or in part, certain costs relating to environmental matters associated with releases of products we store, sell and/or ship. We maintain insurance policies with insurers in amounts and with coverage and deductibles we believe are reasonable and prudent. These policies may not cover all environmental risks and costs and may not provide sufficient coverage in the event an environmental claim is made against us.

Security Regulation

Since the September 11, 2001 terrorist attacks on the United States, the U.S. government has issued warnings that energy infrastructure assets may be future targets of terrorist organizations. These developments have subjected our operations to increased risks. Increased security measures taken by us as a precaution against possible terrorist attacks have resulted in increased costs to our businesses. Where required by federal or municipal laws, we have prepared security plans for the storage and distribution facilities we operate. Terrorist attacks aimed at our facilities and any global and domestic economic repercussions from terrorist activities could adversely affect our financial condition, results of operations and cash available for distribution to our unitholders. For instance, terrorist activity could lead to increased volatility in prices for home heating oil, gasoline and other products we sell.

Insurance carriers are currently required to offer coverage for terrorist activities as a result of the federal Terrorism Risk Insurance Act of 2002 ("TRIA"). Pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2019, TRIA has been extended through December 31, 2027. We elect to purchase terrorism coverage through a stand-alone insurance program for both liability and property. Although we cannot determine the future availability and cost of

insurance coverage for terrorist acts, we do not expect the availability and cost of such insurance to have a material adverse effect on our financial condition, results of operations or cash available for distribution to our unitholders.

Hazardous Materials Transportation

Our operations include the preparation and shipment of some hazardous materials by truck, rail, marine vessel and/or pipeline. We are subject to regulations promulgated under the Hazardous Materials Transportation Act (and subsequent amendments) and administered by the U.S. Department of Transportation ("DOT") under the Federal Highway Administration, the Federal Railroad Administration, the United States Coast Guard and the Pipeline and Hazardous Materials Safety Administration ("PHMSA").

We conduct loading and unloading of primarily refined petroleum products, gasoline blendstocks, renewable fuels and crude oil to and from cargo transports, including tanker trucks, railcars, marine vessels and pipelines. In large part, the cargo transports are owned and operated by third parties. In addition, we lease a fleet of railcars and charter barges associated with the shipment of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil. We conduct ongoing training programs to help ensure that our operations are in compliance with applicable regulations.

The trend in hazardous material transportation is to increase oversight and regulation of these operations. These regulations address: the testing and ensuing designations of crude oil; the safety of tank cars that are used in transporting crude oil and other flammable or petroleum type liquids by rail, including the phase out of DOT-111 tank cars that have not been retro-fitted; braking standards for certain trains; new operational protocols for trains transporting large volumes of flammable liquids, such as routing requirements, speed restrictions and the provision of information to local government agencies; and comprehensive oil spill response plans for any railroad that transports Class 3 flammable liquid petroleum oil in a single train carrying either a continuous block of 20 or more loaded tank cars or 35 or more loaded tank cars in total. In May 2020, PHMSA withdrew an Advance Notice of Proposed Rulemaking announcing potential revisions of the Hazardous Materials Regulations to establish vapor pressure limits for the transportation of crude oil and potentially all Class 3 flammable liquid hazardous materials. This or other regulations regarding the movement of hazardous liquids by rail may be pursued by the Biden Administration. In addition to action taken or proposed by federal agencies, a number of states have proposed or enacted laws in recent years that encourage safer rail operations or urge the federal government to enhance requirements for these operations.

Regulations for rail transport are similar in Canada, though specific requirements may vary. Transport Canada has implemented regulations imposing speed limit restrictions on certain trains carrying hazardous materials in highly populated areas, requiring railways to give municipalities and first responders more information about the hazardous materials they carry, requiring that approved Emergency Response Assistance Plans be in place prior to transporting certain quantities of dangerous goods, and requiring railways to carry minimum levels of insurance depending on the quantity of crude oil or dangerous goods that they transport.

We believe we are in substantial compliance with applicable hazardous materials transportation requirements related to our operations. We do not believe that compliance with federal, state or municipal hazardous materials transportation regulations will have a material adverse effect on our financial position, results of operations or cash available for distribution to our unitholders. However, these and future statutes, regulatory changes or initiatives regarding hazardous material transportation, could directly and indirectly increase our operation, compliance and transportation costs and lead to shortages in availability of tank cars. We cannot assure that costs incurred to comply with standards and regulations emerging from these and future rulemakings will not be material to our businesses, financial condition or results of operations. Furthermore, we can provide no assurance that future events, such as changes in existing laws (including changes in the interpretation of existing laws), the promulgation of new laws and regulations, including any voluntary measures by the rail industry, that result in new requirements for the design, construction or operation of tank cars used to transport crude oil or other products, or, or the development or discovery of new facts or conditions will not cause us to incur significant costs. Any such requirements would apply to the industry as a whole.

Employee Safety

We are subject to the requirements of the Occupational Safety and Health Act ("OSHA") and comparable state

statutes that regulate the protection of the health and safety of workers. In addition, OSHA's hazard communication standard requires that information be maintained about hazardous materials used or produced in operations and that this information be provided to employees, state and local government authorities and citizens. We believe that we are in substantial compliance with the applicable OSHA requirements.

Item 1A. Risk Factors.

Summary of Risk Factors

We are subject to a variety of risks and uncertainties, including, without limitation risks related to (i) our businesses and underlying regulations governing our operations, (ii) changes in the regulatory and permitting environment, (iii) environmental risks, (iv) tax matters and (v) the COVID-19 pandemic, each of which could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders. Additional discussion of these risks, and other risks that we face, can be found below.

- The COVID-19 pandemic and certain developments in global oil markets have had, and may from time to time continue to have, material adverse consequences for general economic, financial and business conditions.
- We may not have sufficient cash from operations to enable us to pay distributions on our Series A preferred units or our Series B preferred units (collectively, our "preferred units") or maintain distributions on our common units at current levels.
- Certain of our financial results are subject to seasonality.
- Our debt levels may limit our flexibility in obtaining additional financing and in pursuing other business opportunities.
- Our risk management policies cannot eliminate all commodity risk, basis risk or the impact of unfavorable market conditions. In addition, any noncompliance with our risk management policies could result in significant financial losses.
- We are exposed to trade credit risk and risk associated with our trade credit support in the ordinary course of our business activities.
- Higher prices, new technology and alternative fuels, such as electric, hybrid, battery powered, hydrogen or other alternative fuel-powered motor vehicles, and energy efficiency could reduce demand for our products.
- We depend upon marine, pipeline, rail and truck transportation services for logistics activities. Implementation of regulations and directives related to these transportation services as well as disruption in any of these transportation services could adversely affect our logistics activities.
- Changes in government usage mandates and tax credits could adversely affect the availability and pricing of ethanol and renewable fuels, which could negatively impact our sales.
- We may not be able to obtain state fund or insurance reimbursement of our environmental remediation costs.
- Our results can be adversely affected by unforeseen events, such as adverse weather, natural disasters, terrorism, cyber attacks, pandemics or other catastrophic events.
- Our businesses are subject to federal, state and municipal environmental and non-environmental regulations which could have a material adverse effect on such businesses.
- New, stricter environmental laws and other industry-related regulations or environmental litigation could significantly impact our operations and/or increase our costs.
- Our operations are subject to a series of risks arising from climate change.
- Cyber security breaches and other disruptions could compromise our information and operations, and expose us to liability, which would cause our business and reputation to suffer.
- We depend on unionized labor for the operation of certain of our terminals. Any work stoppages or labor disturbances at these terminals could disrupt our businesses.
- Our general partner and its affiliates have conflicts of interest and limited fiduciary duties, which could permit

them to favor their own interests to the detriment of our unitholders.

- Our tax treatment depends on our status as a partnership for federal income tax purposes.
- Unitholders may be required to pay taxes on their share of our income even if they do not receive any cash distributions from us.

Risks Related to the COVID-19 Pandemic

The COVID-19 pandemic and certain developments in global oil markets have had, and may from time to time continue to have, material adverse consequences for general economic, financial and business conditions, and could materially and adversely affect our business, financial condition and results of operation and those of our customers, suppliers and other counterparties.

The COVID-19 pandemic resulted in an economic downturn, restricted travel to, from and within the states in which we conduct our businesses, and in decreases in the demand for gasoline and convenience store products. Social distancing guidelines and directives limiting food operations at our convenience stores contributed to a reduction in in-store traffic and sales. The demand for diesel fuel was similarly (but not as drastically) impacted. While market conditions have improved, the pandemic continues to impact our operations and financial performance. We remain well positioned to pivot and address directives from federal, state and municipal authorities designed to mitigate the spread of the COVID-19 pandemic and promote the continuing economic recovery. However, uncertainties surrounding the duration of the COVID-19 pandemic and demand at the pump, inside our stores and at our terminals remain.

There is continuing uncertainty surrounding the short-term and long-term impacts of COVID-19 to the national and state economies. Further prolonged periods of economic distress and/or disparate periods of economic recovery could continue to have an adverse effect on our financial condition, results of operation and cash available for distribution to our unitholders. These events could also continue to have or cause adverse effects on the financial condition of our counterparties, suppliers of goods and services we purchase, and purchasers of the goods and services we sell, resulting in further disruption to and decline in our business activities resulting in an adverse impact to our financial condition and results of operations in the future.

Any of the foregoing events or conditions, or other unforeseen consequences of COVID-19 and certain developments in global oil markets, could significantly adversely affect our business and financial condition and the business and financial condition of our customers, suppliers and counterparties. The ultimate extent of the impact of COVID-19 on our business, financial condition and results of operations depends in large part on future developments which are uncertain and cannot be predicted with any certainty at this time. That uncertainty includes the duration of the COVID-19 pandemic, the geographic regions so impacted, the extent of such impact within specific boundaries of those areas, the impact to the local, state and national economies and whether the COVID-19 pandemic has caused a structural shift in such economies such that current levels of economic activity represent a new normal.

To the extent COVID-19 and certain developments in global oil markets adversely affect our business activities, financial condition and results of operations, the COVID-19 pandemic and such developments in global oil markets may also have the effect of heightening many of the other risk factors described herein.

Risks Related to Our Business

We may not have sufficient cash from operations to enable us to pay distributions on our preferred units or maintain distributions on our common units at current levels following establishment of cash reserves and payment of fees and expenses, including payments to our general partner.

We may not have sufficient available cash each quarter to pay distributions on our preferred units and maintain distributions on our common units at current levels. The amount of cash we can distribute on our units principally

depends upon the amount of cash we generate from our operations, which will fluctuate from quarter to quarter based on, among other things:

- competition from other companies that sell refined petroleum products, gasoline blendstocks, renewable fuels and crude oil and convenience store items and sundries;
- demand for refined petroleum products, gasoline blendstocks, renewable fuels and crude oil in the markets we serve;
- absolute price levels, as well as the volatility of prices, of refined petroleum products, gasoline blendstocks, renewable fuels, RINs and crude oil in both the spot and futures markets;
- supply, extreme weather and logistics disruptions;
- seasonal variation in temperatures which affects demand for home heating oil and residual oil to the extent that it is used for space heating;
- the level of our operating costs, including payments to our general partner; and
- prevailing economic conditions.

In addition, the actual amount of cash we have available for distribution will depend on other factors such as:

- the level of capital expenditures we make;
- the restrictions contained in our credit agreement and the indentures governing our senior notes, including financial covenants, borrowing base limitations and advance rates;
- distributions paid on our preferred units;
- our debt service requirements;
- the cost of acquisitions;
- fluctuations in our working capital needs;
- our ability to borrow under our credit agreement to make distributions to our unitholders; and
- the amount of cash reserves established by our general partner.

The amount of cash we have available for distribution to unitholders depends on our cash flow and does not depend solely on profitability.

The amount of cash we have available for distribution depends primarily on our cash flow, including borrowings, and does not depend solely on profitability. Our cash flow will be affected by non-cash items. As a result, we may make cash distributions during periods when we record losses and may not make cash distributions during periods when we record net income.

We commit substantial resources to pursuing acquisitions and expending capital for growth projects, although there is no certainty that we will successfully complete any acquisitions or growth projects or receive the economic results we anticipate from completed acquisitions or growth projects.

We are continuously engaged in discussions with potential sellers and lessors of existing (or suitable for development) terminalling, storage, logistics and/or marketing assets, including gasoline stations, convenience stores and related businesses, and also consider organic growth projects. Our growth largely depends on our ability to make accretive acquisitions and/or accretive development projects. We may be unable to execute such accretive transactions for a number of reasons, including the following: (1) we are unable to identify attractive transaction candidates or negotiate acceptable terms; (2) we are unable to obtain financing for such transactions on economically acceptable terms; or (3) we are outbid by competitors. Many of these transactions involve numerous regulatory, environmental, commercial and legal uncertainties beyond our control. Required approvals, permits and licenses may not be obtained, may be delayed or may be obtained with conditions that materially alter the expected return associated with the underlying projects. In addition, we may consummate transactions that we believe will be accretive but that ultimately may not be accretive. If any of these events were to occur, our future growth and ability to increase or maintain distributions on our common units could be limited. We can give no assurance that our transaction efforts will be successful or that any such efforts will be completed on terms that are favorable to us.

Even if we consummate acquisitions or pursue and complete growth projects that we believe will be accretive, they may in fact result in no increase or even a decrease in cash available for distribution to our unitholders. Any such transactions involves potential risks, including:

- performance from the acquired assets and businesses or completed growth projects that is below the forecasts we used in evaluating the acquisition;
- mistaken assumptions about price, demand, market growth, volumes, revenues and costs, including synergies;
- a project that is behind schedule or in excess of budgeted costs;
- a significant increase in our indebtedness and working capital requirements;
- an inability to hire, train or retain qualified personnel to manage and operate the businesses or assets;
- the inability to timely and effectively integrate the operations of recently acquired businesses or assets, particularly those in new geographic areas or in new lines of business;
- mistaken assumptions about the overall costs of equity or debt;
- the assumption of substantial unknown or unforeseen environmental and other liabilities arising out of the acquired businesses or assets, including liabilities arising from the operation of the acquired businesses or assets prior to our acquisition, for which we are not indemnified or for which the indemnity is inadequate;
- limitations on rights to indemnity from the seller;
- customer or key employee loss from the acquired businesses;
- unforeseen difficulties operating in new and existing product areas or new and existing geographic areas; and
- diversion of our management’s and employees’ attention from other business concerns.

If any acquisitions we consummate or projects we pursue and complete do not generate expected increases in cash available for distribution to our unitholders, our ability to increase or maintain distributions on our common units may be reduced.

Our gasoline financial results in our GDSO segment can be lower in the first and fourth quarters of the calendar year due to seasonal fluctuations in demand.

Due to the nature of our businesses and our reliance, in part, on consumer travel and spending patterns, we may experience more demand for gasoline during the late spring and summer months than during the fall and winter months. Travel and recreational activities are typically higher in these months in the geographic areas in which we operate, increasing the demand for gasoline. Therefore, our results of operations in gasoline can be lower in the first and fourth quarters of the calendar year. The COVID-19 pandemic has had a negative impact on gasoline demand and in-store traffic, and the extent and duration of that impact remains uncertain.

Our heating oil and residual oil financial results can be lower in the second and third quarters of the calendar year.

Demand for some refined petroleum products, specifically home heating oil and residual oil for space heating purposes, is generally higher during November through March than during April through October. We obtain a significant portion of these sales during the winter months.

Warmer weather conditions could adversely affect our results of operations and financial condition.

Weather conditions generally have an impact on the demand for both home heating oil and residual oil. Because we supply distributors whose customers depend on home heating oil and residual oil for space heating purposes during the winter, warmer-than-normal temperatures during the first and fourth calendar quarters can decrease the total volume we sell and the gross profit realized on those sales.

A significant decrease in price or demand for the products we sell or a significant decrease in the pricing of and demand for our logistics activities could have an adverse effect on our financial condition, results of operations and cash available for distributions to our unitholders.

A significant decrease in price or demand for the products we sell or a significant decrease in the pricing of and demand for our logistics activities could reduce our revenues and, therefore, reduce our ability to make distributions to our unitholders or increase distributions to our common unitholders. Factors that could lead to a decrease in market demand for products we sell, including refined petroleum products, gasoline blendstocks, renewable fuels and crude oil include:

- a recession or other adverse economic conditions or an increase in the market price or of an oversupply of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil or higher taxes or other governmental or regulatory actions that increase, directly or indirectly, the cost of gasoline or other refined petroleum products, gasoline blendstocks, renewable fuels and crude oil;

- a shift by consumers to more fuel-efficient or alternative fuel vehicles, including hybrids, or an increase in fuel economy of vehicles, whether as a result of technological advances by manufacturers, governmental or regulatory actions or otherwise; and

- conversion from consumption of home heating oil or residual oil to natural gas and utilization of propane and/or natural gas (instead of heating oil) as primary fuel sources.

Certain of our operating costs and expenses are fixed and do not vary with the volumes we store and distribute. Should we experience a reduction in our volumes stored, distributed and sold and in our logistics activities, such costs and expenses may not decrease ratably or at all. As a result, we may experience declines in our margin if these volumes decrease. In addition, the COVID-19 pandemic has had a negative impact on gasoline demand and in-store traffic, and the extent and duration of that impact remains uncertain.

Our businesses are influenced by the overall markets for refined petroleum products, gasoline blendstocks, renewable fuels, crude oil and propane and increases and/or decreases in the prices of these products may adversely impact our financial condition, results of operations and cash available for distribution to our unitholders and the amount of borrowing available for working capital under our credit agreement.

Results from our purchasing, storing, terminalling, transporting, selling and blending operations are influenced by prices for refined petroleum products, gasoline blendstocks, renewable fuels, crude oil and propane, price volatility and the market for such products. Prices in the overall markets for these products may affect our financial condition, results of operations and cash available for distribution to our unitholders. Our margins can be significantly impacted by the forward product pricing curve, often referred to as the futures market. We typically hedge our exposure to petroleum product and renewable fuel price moves with futures contracts and, to a lesser extent, swaps. In markets where future prices are higher than current prices, referred to as contango, we may use our storage capacity to improve our margins by storing products we have purchased at lower prices in the current market for delivery to customers at higher prices in the future. In markets where future prices are lower than current prices, referred to as backwardation, inventories can depreciate in value and hedging costs are more expensive. For this reason, in these backward markets, we attempt to reduce our inventories in order to minimize these effects.

Our inventory management is dependent on the use of hedging instruments which are managed based on the structure of the forward pricing curve. Daily market changes may impact periodic results due to the point-in-time valuation of these positions. Volatility in oil markets may impact our results. When prices for the products we sell rise, some of our customers may have insufficient credit to purchase supply from us at their historical purchase volumes, and their customers, in turn, may adopt conservation measures which reduce consumption, thereby reducing demand for product. Furthermore, when prices increase rapidly and dramatically, we may be unable to promptly pass our additional costs on to our customers, resulting in lower margins which could adversely affect our results of operations. Higher prices for the products we sell may (1) diminish our access to trade credit support and/or cause it to become more expensive and (2) decrease the amount of borrowings available for working capital under our credit agreement as a result of total available commitments, borrowing base limitations and advance rates thereunder.

When prices for the products we sell decline, our exposure to risk of loss in the event of nonperformance by our customers of our forward contracts may be increased as they and/or their customers may breach their contracts and purchase the products we sell at the then lower market price from a competitor.

We have contractual obligations for certain transportation assets such as railcars, barges and pipelines.

A decline in demand for (i) the products we sell or (ii) our logistics activities, could result in a decrease in the utilization of our transportation assets, which could negatively impact our financial condition, results of operations and cash available for distribution to our unitholders.

The condition of credit markets may adversely affect our liquidity.

In the past, world financial markets experienced a severe reduction in the availability of credit. Possible negative impacts in the future could include a decrease in the availability of borrowings under our credit agreement, increased counterparty credit risk on our derivatives contracts and our contractual counterparties could require us to provide collateral. In addition, we could experience a tightening of trade credit from our suppliers.

Our debt levels may limit our flexibility in obtaining additional financing and in pursuing other business opportunities.

As of December 31, 2021, our total debt, including amounts outstanding under our credit agreement and senior notes, was approximately $1.1 billion. We have the ability to incur additional debt, including the capacity to borrow up

to $1.35 billion under our credit agreement, subject to limitations in our credit agreement. Our level of indebtedness could have important consequences to us, including the following:

- our ability to obtain additional financing, if necessary, for working capital, capital expenditures, acquisitions or other purposes may be impaired or such financing may not be available on favorable terms;
- covenants contained in our existing and future credit and debt arrangements will require us to meet financial tests that may affect our flexibility in planning for and reacting to changes in our businesses, including possible acquisition opportunities;
- we will need a substantial portion of our cash flow to make principal and interest payments on our indebtedness, reducing the funds that would otherwise be available for operations, future business opportunities and distributions to unitholders;
- our debt level will make us more vulnerable than our competitors with less debt to competitive pressures or a downturn in our businesses; and
- our debt level may limit our flexibility in responding to changing businesses and economic conditions.

Our ability to service our indebtedness depends upon, among other things, our financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory and other factors, some of which are beyond our control. If our operating results are not sufficient to service our current or future indebtedness, we will be forced to take actions, such as reducing or eliminating distributions, reducing or delaying our business activities, acquisitions, investments and/or capital expenditures, selling assets, restructuring or refinancing our indebtedness, or seeking additional equity capital or bankruptcy protection. We may not be able to effect any of these remedies on satisfactory terms or at all.

A significant increase in interest rates could adversely affect our ability to service our indebtedness.

The interest rates on our credit agreement are variable; therefore, we have exposure to movements in interest rates. A significant increase in interest rates could adversely affect our ability to service our indebtedness. The increased cost could make the financing of our business activities more expensive. These added expenses could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

On March 5, 2021, the U.K. Financial Conduct Authority announced that it intends to stop persuading or compelling banks to submit LIBOR rates after December 31, 2021 for the 1-week and 2-month U.S. dollar settings and after June 30, 2023 for the remaining U.S. dollar settings. Our credit agreement includes provisions to determine a replacement rate for LIBOR if necessary during its term based on the secured overnight financing rate published by the Federal Reserve Bank of New York. We currently do not expect the transition from LIBOR to have a material impact on us. For more information about the interest rates under our senior secured credit agreement, please read Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Credit Agreement."

We may not be able to obtain funding on acceptable terms or at all, which could have a material adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

Disruptions, volatility or otherwise distress in financial markets and overall economic conditions have in the past made and could in the future make it difficult to obtain funding. Activists concerned about the potential effects of climate change have, in certain instances, directed their attention at sources of funding for energy companies whose businesses are related to the use of fossil fuels. This could also make it more difficult to secure funding.

As a result, the cost of raising money in the debt and equity capital markets could increase while the availability of funds from those markets could diminish. The cost of obtaining money from the credit markets could increase as

many lenders and institutional investors increase interest rates, enact tighter lending standards and reduce and, in some cases, cease to provide funding to certain types of borrowers.

In addition, we may be unable to obtain adequate funding under our credit agreement because (i) one or more of our lenders may be unable to meet its funding obligations or (ii) our borrowing base under our credit agreement, as redetermined from time to time, may decrease as a result of price fluctuations, counterparty risk, advance rates and borrowing base limitations and customer nonpayment or nonperformance.

Due to these factors, we cannot be certain that funding will be available if needed and to the extent required or requested on acceptable terms. If funding is not available when needed, or is available only on unfavorable terms, we may be unable to maintain our businesses as currently conducted, enhance our existing businesses, complete acquisitions or otherwise take advantage of business opportunities or respond to competitive pressures, any of which could have a material adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

Operating and financial restrictions and covenants in our credit agreement and the indentures governing our senior notes and borrowing base requirements in our credit agreement may restrict our business and financing activities.

The operating and financial restrictions and covenants in our credit agreement and the indentures governing our senior notes and any future financing agreements could restrict our ability to finance future operations or capital needs or to engage, expand or pursue our business activities. For example, our credit agreement restricts our ability to:

- grant liens;
- make certain loans or investments;
- incur additional indebtedness or guarantee other indebtedness;
- make any material change to the nature of our businesses or undergo a fundamental change;
- make any material dispositions;
- acquire another company;
- enter into a merger, consolidation, sale-leaseback transaction, joint venture transaction or purchase of assets;
- make distributions if any potential default or event of default occurs; or
- modify borrowing base components and advance rates.

In addition, the indentures governing our senior notes limit our ability to, among other things:

- incur additional indebtedness;
- make distributions to equity owners;
- make certain investments;
- restrict distributions by our subsidiaries;
- create liens;

- sell assets; or
- merge with other entities.

Our ability to comply with the covenants and restrictions contained in our credit agreement and indentures may be affected by events beyond our control, including prevailing economic, financial and industry conditions. If market or other economic conditions deteriorate, our ability to comply with these covenants may be impaired. If we violate any of the restrictions, covenants, ratios or tests in our credit agreement or indentures, a significant portion of our indebtedness may become immediately due and payable, and our lenders' commitment to make further loans to us may terminate. We might not have, or be able to obtain, sufficient funds to make these accelerated payments. In addition, our obligations under our credit agreement are secured by substantially all of our assets, and if we are unable to repay our indebtedness under our credit agreement, the lenders could seek to foreclose on such assets.

Restrictions in our credit agreement and indentures limit our ability to pay distributions upon the occurrence of certain events.

Our credit agreement and indentures limit our ability to pay distributions upon the occurrence of certain events. For example, each of our credit agreement and the indentures limits our ability to pay distributions upon the occurrence of the following events, among others:

- failure to pay any principal, interest, fees or other amounts when due;
- failure to perform or otherwise comply with the covenants in the credit agreement, the indentures or in other loan documents to which we are a borrower; and
- a bankruptcy or insolvency event involving us, our general partner or any of our subsidiaries.

Any subsequent refinancing of our current debt or any new debt could have similar restrictions. For more information regarding our credit agreement and indentures, please read Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Credit Agreement" and Note 8 of Notes to Consolidated Financial Statements.

We can borrow money under our credit agreement to pay distributions, which would reduce the amount of credit available to operate our businesses.

Our partnership agreement allows us to borrow under our credit agreement to pay distributions. Accordingly, we can make distributions on our units even though cash generated by our operations may not be sufficient to pay such distributions. For more information, please read Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" and Note 8 of Notes to Consolidated Financial Statements.

The enactment of derivatives legislation could have an adverse effect on our ability to use derivative instruments to reduce the effect of commodity price, interest rate and other risks associated with our businesses.

On July 21, 2010, new comprehensive financial reform legislation, known as the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), was enacted that establishes federal oversight and regulation of the over-the-counter derivatives market and entities, such as us, that participate in that market. The Act requires the Commodity Futures Trading Commission ("CFTC"), the SEC and other regulators to promulgate rules and regulations implementing the new legislation.

In January 2021, the CFTC finalized new rules that placed limits on positions in certain core futures and equivalent swaps contracts for, or linked to, certain physical commodities, subject to exceptions for certain bona fide hedging transactions. The compliance date for certain portions of the new rules was January 1, 2022 while the

compliance date for other portions of the new rules is January 1, 2023. We currently do not expect the new rules will have a material impact on us.

The CFTC has designated certain interest rate swaps and credit default swaps for mandatory clearing and exchange trading. To the extent we engage in such transactions or transactions that become subject to such rules in the future, we will be required to comply or take steps to qualify for an exemption to such requirements. Although we expect to qualify for the end-user exception to the mandatory clearing requirements for swaps entered to hedge our commercial risks, the application of the mandatory clearing and trade execution requirements to other market participants, such as swap dealers, may change the cost and availability of the swaps that we use for hedging. If our swaps do not qualify for the commercial end-user exception, or the cost of entering into uncleared swaps becomes prohibitive, we may be required to clear such transactions. The ultimate effect of the rules and any additional regulations on our businesses is uncertain at this time.

In addition, the Act requires that regulators establish margin rules for uncleared swaps. Banking regulators and the CFTC have adopted final rules establishing minimum margin requirements for uncleared swaps. Although we expect to qualify for the end-user exception from such margin requirements for swaps entered into to hedge our commercial risks, the application of such requirements to other market participants, such as swap dealers, may change the cost and availability of the swaps that we use for hedging. If any of our swaps do not qualify for the commercial end-user exception, posting of initial or variation margin could impact our liquidity and reduce cash available for capital expenditures, therefore reducing our ability to execute hedges to reduce risk and protect cash flows.

The CFTC has also adopted a final rule regarding aggregation of positions, under which a party that controls the trading of, or owns 10% or more of the equity interests in, another party will have to aggregate the positions of the controlled or owned party with its own positions for purposes of determining compliance with position limits unless an exemption applies. The CFTC's aggregation rules are now in effect, though CFTC staff have granted relief—until August 12, 2022—from various conditions and requirements in the final aggregation rules. With the implementation of the final aggregation rules and upon the effectiveness of the final CFTC position limits rule, our ability to execute our hedging strategies described above could be limited.

The full impact of the Act and related regulatory requirements upon our businesses will not be known until all of the related regulations are implemented. The Act and any new regulations could significantly increase the cost of derivative contracts (including from swap recordkeeping and reporting requirements and through requirements to post collateral which could adversely affect our available liquidity), materially alter the terms of derivative contracts, reduce the availability of some derivatives to protect against risks we encounter and reduce our ability to monetize or restructure our existing derivative contracts. If we reduce our use of derivatives as a result of the Act and regulations, our results of operations may become more volatile and our cash flows may be less predictable, which could adversely affect our ability to plan for and fund capital expenditures. Any of these consequences could have material adverse effect on our financial condition, results of operations and cash available for distributions to our unitholders.

In addition, the European Union and other non-U.S. jurisdictions are implementing regulations with respect to the derivatives market. To the extent we transact with counterparties in foreign jurisdictions, we may become subject to such regulations.

Our risk management policies cannot eliminate all commodity risk, basis risk or the impact of unfavorable market conditions, each of which can adversely affect our financial condition, results of operations and cash available for distribution to our unitholders. In addition, any noncompliance with our risk management policies could result in significant financial losses.

While our hedging policies are designed to minimize commodity risk, some degree of exposure to unforeseen fluctuations in market conditions remains. For example, we change our hedged position daily in response to movements in our inventory. If we overestimate or underestimate our sales from inventory, we may be unhedged for the amount of the overestimate or underestimate. Also, significant increases in the costs of the products we sell can materially increase our costs to carry inventory. We use our credit facility as our primary source of financing to carry inventory and may be limited to the amounts we can borrow to carry inventory.

Basis risk is the inherent market price risk created when a commodity of certain grade or location is purchased, sold or exchanged as compared to a purchase, sale or exchange of a like commodity at a different time or place. Transportation costs and timing differentials are components of basis risk. For example, we use the NYMEX to hedge our commodity risk with respect to pricing of energy products traded on the NYMEX. Physical deliveries under NYMEX contracts are made in New York Harbor. To the extent we take deliveries in other ports, such as Boston Harbor, we may have basis risk. In a backward market (when prices for future deliveries are lower than current prices), basis risk is created with respect to timing. In these instances, physical inventory generally loses value as basis declines over time. Basis risk cannot be entirely eliminated, and basis exposure, particularly in backward or other adverse market conditions, can adversely affect our financial condition, results of operations and cash available for distribution to our unitholders.

We monitor processes and procedures to prevent unauthorized trading and to maintain substantial balance between purchases and sales or future delivery obligations. We can provide no assurance, however, that these steps will detect and/or prevent all violations of such risk management policies and procedures, particularly if deception or other intentional misconduct is involved.

We are exposed to trade credit risk and risk associated with our trade credit support in the ordinary course of our business activities.

We are exposed to risks of loss in the event of nonperformance by our customers, by counterparties of our forward and futures contracts, options and swap agreements and by our suppliers. Some of our customers, counterparties and suppliers may be highly leveraged and subject to their own operating and regulatory risks. The tightening of credit in the financial markets may make it more difficult for customers and counterparties to obtain financing and, depending on the degree to which it occurs, there may be a material increase in the nonpayment and nonperformance of our customers and counterparties. Even if our credit review and analysis mechanisms work properly, we may experience financial losses in our dealings with other parties. Any increase in the nonpayment or nonperformance by our customers and/or counterparties and the nonperformance by our suppliers could reduce our ability to make distributions to our unitholders.

Additionally, our access to trade credit support could diminish and/or become more expensive. Our ability to continue to receive sufficient trade credit on commercially acceptable terms could be adversely affected by fluctuations in prices of petroleum products, renewable fuels and other products we sell or disruptions in the credit markets or for any other reason. Any of these events could adversely affect our financial condition, results of operations and cash available for distribution to our unitholders.

We are exposed to performance risk in our supply chain.

We rely upon our suppliers to timely produce the volumes and types of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil for which they contract with us. In the event one or more of our suppliers does not perform in accordance with its contractual obligations, we may be required to purchase product on the open market to satisfy forward contracts we have entered into with our customers in reliance upon such supply arrangements. We may purchase refined petroleum products, gasoline blendstocks, renewable fuels and crude oil from a variety of suppliers under term contracts and on the spot market. In times of extreme market demand, we may be unable to satisfy our supply requirements. Furthermore, a portion of our supply comes from other countries, which could be disrupted by political events, natural disaster, logistical issues associated with delivery schedules or otherwise. In the event such supply becomes scarce, we may not be able to satisfy our supply requirements. If any of these events were to occur, we may be required to pay more for product that we purchase on the open market, which could result in financial losses and adversely affect our financial condition, results of operations and cash available for distribution to our unitholders.

Historical prices for certain products we sell have been volatile and significant changes in such prices in the future may adversely affect our financial condition, results of operations and cash available for distribution to our unitholders.

Historical prices for certain products we sell have been volatile. General political conditions, acts of war, terrorism and instability in oil producing regions, particularly in the United States, Canada, Middle East, Russia, Africa

and South America, could significantly impact crude oil supplies and crude oil and refined petroleum product costs. Significant increases and volatility in wholesale gasoline costs could result in significant increases in the retail price of motor fuel products and in lower margins per gallon. Increases in the retail price of motor fuel products could impact consumer demand for motor fuel. This volatility makes it extremely difficult to predict the impact future wholesale cost fluctuations will have on our operating results and financial condition. Dramatic increases in crude oil prices squeeze fuel margins because fuel costs typically increase faster than these increased costs can be passed along to customers. Higher fuel prices trigger higher credit card expenses, because credit card fees are calculated as a percentage of the transaction amount, not as a percentage of gallons sold. A significant change in any of these factors could materially impact our customers' needs, motor fuel gallon volumes, gross profit and overall customer traffic, which in turn could have a material adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

Our gasoline, convenience store and prepared food sales could be significantly reduced by a reduction in demand due to the impact of COVID-19, higher prices and new technologies and alternative fuel sources, such as electric, hybrid, battery powered, hydrogen or other alternative fuel-powered motor vehicles.

Technological advances and alternative fuel sources, such as electric, hybrid, battery powered, hydrogen or other alternative fuel-powered motor vehicles, may adversely affect the demand for gasoline. We could face additional competition from alternative energy sources as a result of future government-mandated controls or regulations which promote the use of alternative fuel sources. A number of new legal incentives and regulatory requirements, and executive initiatives, including various government subsidies including the extension of certain tax credits for renewable energy, have made these alternative forms of energy more competitive. Changing consumer preferences or driving habits could lead to new forms of fueling destinations or potentially fewer customer visits to our sites, resulting in a decrease in gasoline sales and/or sales of food, sundries and other on-site services. In addition, higher prices could reduce the demand for gasoline and the products and services we offer at our convenience stores and adversely impact our sales. A reduction in our sales could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

Energy efficiency, higher prices, new technology and alternative fuels could reduce demand for our heating oil and residual oil.

Increased conservation and technological advances have adversely affected the demand for home heating oil and residual oil. Consumption of residual oil has steadily declined over the last four decades. We could face additional competition from alternative energy sources as a result of future government-mandated controls or regulations further promoting the use of cleaner fuels. End users who are dual-fuel users have the ability to switch between residual oil and natural gas. Other end users may elect to convert to natural gas. During a period of increasing residual oil prices relative to the prices of natural gas, dual-fuel customers may switch and other end users may convert to natural gas. During periods of increasing home heating oil prices relative to the price of natural gas, residential users of home heating oil may also convert to natural gas. As described above, such switching or conversion could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

Erosion of the value of major gasoline brands could adversely affect our gasoline sales and customer traffic.

As a significant number of our retail gasoline stations and convenience stores are branded utilizing major gasoline brands, they may be dependent, in part, upon the continuing favorable reputation of such brands. Erosion of the value of major gasoline brands could have a negative impact on our gasoline sales, which in turn may cause our operations to be less profitable.

We depend upon marine, pipeline, rail and truck transportation services for a substantial portion of our logistics activities in transporting the products we sell. Implementation of regulations and directives related to these aforementioned services as well as disruption in any of these transportation services could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

Hurricanes, flooding and other severe weather conditions could cause a disruption in the transportation services we depend upon and could affect the flow of service. In addition, accidents, labor disputes between providers and their employees and labor renegotiations, including strikes, lockouts or a work stoppage, shortage of railcars, trucks and barges, mechanical difficulties or bottlenecks and disruptions in transportation logistics could also disrupt our business operations. These events could result in service disruptions and increased costs which could also adversely affect our financial condition, results of operations and cash available for distribution to our unitholders. Other disruptions, such as those due to an act of terrorism or war, could also adversely affect our businesses.

Changes in government usage mandates and tax credits could adversely affect the availability and pricing of ethanol and renewable fuels, which could negatively impact our sales.

The EPA has implemented a RFS pursuant to the Energy Policy Act of 2005 and the Energy Independence and Security Act of 2007. The RFS program seeks to promote the incorporation of renewable fuels in the nation's fuel supply and, to that end, sets annual quotas for the quantity of renewable fuels (such as ethanol) that must be blended into transportation fuels consumed in the United States. A RIN is assigned to each gallon of renewable fuel produced in or imported into the United States.

We are exposed to volatility in the market price of RINs. We cannot predict the future prices of RINs. RIN prices are dependent upon a variety of factors, including EPA regulations related to the amount of RINs required and the total amounts that can be generated, the availability of RINs for purchase, the price at which RINs can be purchased, and levels of transportation fuels produced, all of which can vary significantly from quarter to quarter. For more information, please read Part I, Items 1. and 2. "Business and Properties—Environmental—Ethanol Market." If sufficient RINs are unavailable for purchase or if we have to pay a significantly higher price for RINs, or if we are otherwise unable to meet the EPA's RFS mandates, our results of operations and cash flows could be adversely affected.

Future demand for ethanol will be largely dependent upon the economic incentives to blend based upon the relative value of gasoline and ethanol, taking into consideration the EPA's regulations on the RFS program and oxygenate blending requirements. A reduction or waiver of the RFS mandate or oxygenate blending requirements could adversely affect the availability and pricing of ethanol, which in turn could adversely affect our future gasoline and ethanol sales. In addition, changes in blending requirements or broadening the definition of what constitutes a renewable fuel could affect the price of RINs which could impact the magnitude of the mark-to-market liability recorded for the deficiency, if any, in our RIN position relative to our RVO at a point in time. Changes proposed by EPA for the renewable volume obligations may increase the cost to consumers for transportation fuel, which could result in a decline in demand for fuels and lower revenues for our business.

We may not be able to obtain state fund or insurance reimbursement of our environmental remediation costs.

Where releases of products, including, without limitation, refined petroleum products, gasoline blendstocks, renewable fuels and crude oil have occurred, federal and state laws and regulations require that contamination caused by such releases be assessed and remediated to meet applicable standards. Our obligation to remediate this type of contamination varies, depending upon applicable laws and regulations and the extent of, and the facts relating to, the release. A portion of the remediation costs for certain products may be recoverable from the reimbursement fund of the applicable state and/or from third party insurance after any deductible or self-insured retention has been met, but there are no assurances that such reimbursement funds or insurance proceeds will be available to us.

Potential exposure to products we handle at our facilities could subject us to product liability claims and complaints which could increase our litigation, operating and compliance costs and adversely affect our financial condition and results of operations.

We may be subject to complaints or litigation arising out of alleged contamination and/or exposure to chemicals or other regulated materials, such as various perfluorinated compounds, including perfluorooctanoate, perfluorooctane sulfonate, perfluorohexane sulfonate, or other per- and polyfluoroalkyl substances, benzene and/or petroleum hydrocarbons, at or from our facilities. Such complaints or litigation could have a negative impact on our businesses.

Future consumer or other litigation could adversely affect our financial condition and results of operations.

Our retail gasoline and convenience store operations are characterized by a high volume of customer traffic and by transactions involving an array of products. These operations carry a higher exposure to consumer litigation risk when compared to the operations of companies operating in many other industries. Consequently, we may become a party to individual personal injury or products liability and other legal actions in the ordinary course of our retail gasoline and convenience store business. Any such action could adversely affect our financial condition and results of operations. Additionally, we are occasionally exposed to industry-wide or class action claims arising from the products we carry or industry-specific business practices. Our defense costs and any resulting damage awards or settlement amounts may not be fully covered by our insurance policies. An unfavorable outcome or settlement of one or more of these lawsuits could have a material adverse effect on our financial condition, results of operations and cash available for distributions.

We may incur costs or liabilities as a result of litigation or adverse publicity resulting from concerns over food quality, health or other issues that could cause customers to avoid our convenience stores.

We may be the subject of complaints or litigation arising from food-related illness or injury in general which could have a negative impact on our businesses. Additionally, negative publicity, regardless of whether the allegations are valid, concerning food quality, food safety or other health concerns, employee relations or other matters related to our food preparation operations may materially adversely affect demand for our offerings and could result in a decrease in customer traffic to our convenience stores.

We depend upon a small number of suppliers for a substantial portion of our convenience store merchandise inventory. A disruption in supply or an unexpected change in our relationships with our principal merchandise suppliers could have an adverse effect on our convenience store results of operations.

We purchase convenience store merchandise inventory from a small number of suppliers for our directly operated convenience stores. A change of merchandise suppliers, a disruption in supply or a significant change in our relationships with our principal merchandise suppliers could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

Governmental action and campaigns to discourage smoking and use of other products may have a material adverse effect on our revenues and gross profit.

Congress has given the FDA broad authority to regulate tobacco and nicotine products, and the FDA, states and some municipalities have enacted and are pursuing enaction of numerous regulations restricting the sale of such products. These governmental actions, as well as national, state and municipal campaigns to discourage smoking, tax increases, and imposition of regulations restricting the sale of flavored tobacco products, e-cigarettes and vapor products, have and could result in reduced consumption levels, higher costs which we may not be able to pass on to our customers, and reduced overall customer traffic. Also, increasing regulations related to and restricting the sale of flavored tobacco products, e-cigarettes and vapor products may offset some of the gains we have experienced from selling these types of products. These factors could materially affect the sale of this product mix which in turn could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

Our results can be adversely affected by unforeseen events, such as adverse weather, natural disasters, terrorism,

pandemics, or other catastrophic events which could have an adverse effect on our financial condition, results of operations, and cash available for distributions to our unitholders.

Global and national health concerns, such as the outbreak of a pandemic or contagious disease like COVID-19, may adversely affect us by reducing demand for our products. Such a health concern could result in people traveling less and avoiding public spaces, such as convenience stores and other locales where food and sundries are sold, either due to self-imposed or government-mandated restrictions to halt the spread of disease, thereby resulting in a decrease in the demand for our products, including gasoline and other refined petroleum products, and a decrease in sales of food, sundries and other on-site services. Such an event may impair our suppliers' ability to provide the volumes and types of product and goods we sell. A disease outbreak could affect the health of our workforce or result in travel restrictions, in either case rendering employees unable to work or travel. While these factors and the impact of these factors are difficult to predict, any one or more of them could disrupt our business as we may be unable to continue business operations in a continuous manner consistent with the level and extent of business activities prior to the occurrence of an unexpected event or events, lower our revenues, increase our costs, or reduce our cash available for distribution to our unitholders.

New entrants or increased competition in the convenience store industry could result in reduced gross profits.

We compete with numerous other convenience store chains, independent convenience stores, supermarkets, drugstores, discount warehouse clubs, motor fuel service stations, mass merchants, quick service restaurants, other locales providing food services and other similar retail outlets. Several non-traditional retailers, including supermarkets and club stores, compete directly with convenience stores.

We face intense competition in our purchasing, selling, gathering, blending, terminalling, transporting, storage and logistics activities. Competition from other providers of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil that are able to supply our customers with those products and services at a lower price and have capital resources many times greater than ours could reduce our ability to make distributions to our unitholders.

We are subject to competition from distributors and suppliers of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil that may be able to supply our customers with the same or comparable products and gathering, blending, terminalling, transporting and storage services and logistics on a more competitive basis. We compete with terminal companies, major integrated oil companies and their marketing affiliates, wholesalers, producers and independent marketers of varying sizes, financial resources and experience. In our Northeast market, we compete in various product lines and for all customers of those various products lines. In the residual oil markets, however, where product is heated when stored and cannot be delivered long distances, we face less competition because of the strategic locations of our residual oil storage facilities. We compete with other transloaders in our logistics activities. We also compete with natural gas suppliers and marketers in our home heating oil and residual oil product lines. Bunkering requires facilities at ports to service vessels, and we compete with other providers of bunker fuels in those ports. In various other geographic markets, particularly the unbranded gasoline and distillates markets, we compete with integrated refiners, merchant refiners and regional marketing companies. Our retail gasoline stations compete with unbranded and branded retail gas stations as well as supermarket and warehouse stores that sell gasoline.

Some of our competitors are substantially larger than us, have greater financial resources and control greater supplies of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil than we do. If we are unable to compete effectively, we may lose existing customers or fail to acquire new customers, which could have a material adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders. For example, if a competitor attempts to increase market share by reducing prices, our operating results and cash available for distribution to our unitholders could be adversely affected. We may not be able to compete successfully with these companies, and our ability to compete could be harmed by factors including price competition and the availability of alternative and less expensive fuels.

We may not be able to renew or replace our leases or agreements for dedicated storage when they expire.

The bulk terminals we own or lease or at which we maintain dedicated storage facilities play a key role in moving product to our customers. As of December 31, 2021, we owned, operated and maintained dedicated storage

facilities at 18 bulk terminals, leased the entirety of one bulk terminal that we operated exclusively for our businesses, and maintained dedicated storage at seven facilities at which we have terminalling agreements. These lease and terminalling agreements are subject to expiration at various times through 2023. If these lease and terminalling agreements are not renewed or we are unable to renew them at rates and on terms and conditions satisfactory us or we are otherwise unable to replace such dedicated storage as may be needed, it could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

We may not be able to lease sites we own or lease and/or sub-lease sites we lease with respect to the sale of gasoline and/or related activities on favorable terms and any such failure could adversely affect our financial condition, results of operations and cash available for distribution to our unitholders.

If we are unable to obtain tenants on favorable terms for sites we own or lease, the lease payments we receive may not be adequate to cover our rent expense for leased sites and/or may not be adequate to cover costs associated with ownership of that site. We may lease certain sites where the rent expense we pay is more than the lease payments we collect. We cannot provide any assurance that our gross margin from the sale of transportation fuels and related convenience store items at sites will be adequate to offset unfavorable lease terms. The occurrence of these events could adversely affect our financial condition, results of operations and cash available for distribution to our unitholders.

Some of our sales are generated pursuant to contracts that must be renegotiated or replaced periodically. If we are unable to successfully renegotiate or replace these contracts, our financial condition, results of operations and cash available for distribution to our unitholders could be adversely affected.

Most of our arrangements with our customers are renegotiated or replaced periodically. As these contracts expire, they must be renegotiated or replaced. We may be unable to renegotiate or replace these contracts when they expire, and the terms of any renegotiated contracts may not be as favorable as the contracts they replace. Whether these contracts are successfully renegotiated or replaced is often subject to factors beyond our control. Such factors include fluctuations in refined petroleum products, gasoline blendstocks, renewable fuels and crude oil prices, counterparty's ability to pay for or accept contracted volumes and a competitive marketplace for the services offered by us. If we cannot successfully renegotiate or replace our contracts or if we renegotiate or replace them on less favorable terms, sales from these arrangements could decline, and our financial condition, results of operations and cash available for distribution to our unitholders could be adversely affected.

Due to our lack of asset and geographic diversification, adverse developments in the terminals we use or in our operating areas would reduce our ability to make distributions to our unitholders.

We rely primarily on sales generated from products distributed from terminals we own or control or to which we have access. Furthermore, the majority of those assets and operations are located in the Northeast. Due to our lack of diversification in asset type and location, an adverse development in these businesses or areas, including adverse developments due to catastrophic events or weather and corresponding decreases in demand for refined petroleum products, gasoline blendstocks, renewable fuels, crude oil and propane, could have a significantly greater impact on our results of operations and cash available for distribution to our unitholders than if we maintained more diverse assets and locations.

Our operations are subject to operational hazards and unforeseen interruptions for which we may not be adequately insured.

We are not fully insured against all risks incident to our businesses. Our operations are subject to operational hazards and unforeseen interruptions such as natural disasters, weather, accidents, fires, explosions, hazardous materials releases, mechanical failures, disruptions in supply infrastructure or logistics and other events beyond our control. If any of these events were to occur, we could incur substantial losses because of personal injury or loss of life, severe damage to and destruction of property and equipment, and pollution or other environmental damage resulting in curtailment or suspension of our related operations.

We primarily store gasoline and gasoline blendstocks, renewable fuels, crude oil and propane in underground and above ground storage tanks. Our operations are also subject to significant hazards and risks inherent in storing such products. These hazards and risks include fires, explosions, spills, discharges and other releases, any of which could result in distribution difficulties and disruptions, environmental pollution, governmentally-imposed fines or clean-up obligations, personal injury or wrongful death claims and other damage to our properties and the properties of others.

Furthermore, we may be unable to maintain or obtain insurance of the type and amount we desire at reasonable rates. As a result of market conditions, premiums and deductibles for certain of our insurance policies have increased and could escalate further. In some instances, certain insurance could become unavailable or available only for reduced amounts of coverage. If we were to incur a significant liability for which we are not fully insured, it could have a material adverse effect on our financial condition, results of operations and cash available for distribution to unitholders.

New, stricter environmental laws and other industry-related regulations or environmental litigation could significantly impact our operations and/or increase our costs, which could adversely affect our results of operations and financial condition.

Our operations are subject to federal, state and municipal laws and regulations regulating, among other matters, logistics activities, product quality specifications and other environmental matters. The trend in environmental regulation has been towards more restrictions and limitations on activities that may affect the environment over time. For example, President Biden signed an executive order calling for new or more stringent emissions standards for new, modified and existing oil and gas facilities. Our businesses may be adversely affected by increased costs and liabilities resulting from such stricter laws and regulations. We try to anticipate future regulatory requirements that might be imposed and plan accordingly to remain in compliance with changing environmental laws and regulations and to minimize the costs of such compliance. Risks related to our environmental permits, including the risk of noncompliance, permit interpretation, permit modification, renewal of permits on less favorable terms, judicial or administrative challenges to permits by citizens groups or federal, state or municipal entities or permit revocation are inherent in the operation of our businesses as it is with other companies engaged in similar businesses. We may not be able to renew the permits necessary for our operations, or we may be forced to accept terms in future permits that limit our operations or result in additional compliance costs. There can be no assurances as to the timing and type of such changes in existing laws or the promulgation of new laws or the amount of any required expenditures associated therewith. Climate change continues to attract considerable public and scientific attention. In recent years environmental interest groups have filed suit against companies in the energy industry related to climate change. Should such suits succeed, we could face additional compliance costs or litigation risks. For more information, please read Part I, Items 1. and 2. “Business and Properties—Environmental—Climate Change.”

Our terminalling operations are subject to federal, state and municipal laws and regulations relating to environmental protection and operational safety that could require us to incur substantial costs.

The risk of substantial environmental costs and liabilities is inherent in terminal operations, and we may incur substantial environmental costs and liabilities. Our terminalling operations involving the receipt, storage and delivery of primarily refined petroleum products, gasoline blendstocks, renewable fuels and crude oil are subject to stringent federal, state and municipal laws and regulations governing the discharge of materials into the environment, or otherwise relating to the protection of the environment, operational safety and related matters. Compliance with these laws and regulations increases our overall cost of business, including our capital costs to maintain and upgrade equipment and facilities. We utilize a number of terminals that are owned and operated by third parties who are also subject to these stringent federal, state and municipal environmental laws in their operations. Their compliance with these requirements could increase the cost of doing business with these facilities. Please read Part I, Items 1. and 2. “Business and Properties—Environmental.”

In addition, our operations could be adversely affected if shippers of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil incur additional costs or liabilities associated with regulations, including environmental regulations. These shippers could increase their charges to us or discontinue service altogether. Similarly, many of our suppliers face a trend of increasing environmental regulations, which could likewise restrict their ability to

produce crude oil or fuels, or increase their costs of production, and thus impact the price of, and/or their ability to deliver, these products.

Various governmental authorities, including the EPA, have the power to enforce compliance with these regulations and the permits issued under them, and violators are subject to administrative, civil and criminal penalties, including fines, injunctions or both. Joint and several liability may be incurred, without regard to fault or the legality of the original conduct, under federal and state environmental laws for the remediation of contaminated areas at our facilities and those where we do business. Private parties, including the owners of properties located near our terminal facilities and those with whom we do business, also may have the right to pursue legal actions against us to enforce compliance with environmental laws, as well as seek damages for personal injury or property damage. We may also be held liable for damages to natural resources.

The possibility exists that new, stricter laws, regulations or enforcement policies could significantly increase our compliance costs and the cost of any remediation that may become necessary, some of which may be material. Our insurance may not cover all environmental risks and costs or may not provide sufficient coverage in the event an environmental claim is made against us. We may incur increased costs because of stricter pollution control requirements or liabilities resulting from noncompliance with, or renewal of required operating or other regulatory permits. New environmental regulations, such as those related to the emissions of GHGs, might adversely affect the market for our products and activities, including the storage of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil, as well as our waste management practices and our control of air emissions. Enactment of laws and passage of regulations regarding GHG emissions, or other actions to limit GHG emissions may reduce demand for fossil fuels and impact our businesses. Federal, state and municipal agencies also could impose additional safety regulations to which we would be subject. Because the laws and regulations applicable to our operations are subject to change, we cannot provide any assurance that compliance with future laws and regulations will not have a material effect on our results of operations.

Additionally, the construction of new terminals or the expansion of an existing terminal involves numerous regulatory, environmental, political and legal uncertainties, most of which are not in our control. Delays, litigation, local concerns and difficulty in obtaining approvals for projects requiring federal, state or municipal permits could impact our ability to build, expand and operate strategic facilities and infrastructure, which could adversely impact growth and operational efficiency.

Our operations are subject to a series of risks arising from climate change.

The threat of climate change continues to attract considerable attention in the United States and in foreign countries. In the United States, no comprehensive climate change legislation has been implemented at the federal level. However, President Biden has highlighted addressing climate change as a priority of his administration, which includes certain potential initiatives for climate change legislation to be proposed and passed into law. Moreover, federal regulators and state and local governments have taken (or announced that they plan to take) actions that have or may have a significant influence on our operations. For example, following the finding that GHG emissions such as carbon dioxide and methane threaten the public health and welfare, the EPA has promulgated or adopted regulations to regulate GHG emissions from certain large stationary sources, require the monitoring and reporting of GHG emissions from certain sources, implement emissions standards for certain sources in the oil and gas sector, and (together with NHTSA), implement GHG emissions limits on vehicles manufactured for operation in the United States. Separately, President Biden has already issued a suite of executive orders that, among other things, recommitted the United States to the Paris Agreement, called for the revision of Trump Administration changes to the CAFE standards, and called for the issuance of methane-emission standards for new, modified, and existing oil and gas facilities, including in the transmission and storage segments. In 2021, the EPA proposed several federal regulations to try to fulfill these directives. In addition, it is possible federal legislation could be adopted in the future to restrict GHGs, as Congress has considered various proposals to reduce GHG emissions from time to time. Many states and regions have also adopted GHG initiatives. For further information, please read Part I, Items 1. and 2. “Business and Properties—Environmental—Climate Change.”

Future international, federal and state initiatives to control GHG emissions could result in increased costs associated with refined petroleum products consumption, such as costs to install additional controls to reduce GHG

emissions or costs to purchase emissions reduction credits to comply with future emissions trading programs. Please read Part I, Items 1. and 2. “Business and Properties—Environmental—Climate Change.” Such increased costs could result in reduced demand for refined petroleum products and some customers switching to alternative sources of fuel which could have a material adverse effect on our financial condition, results of operations and cash available for distributions to our unitholders.

Climate change continues to attract considerable public and scientific attention. This attention has also resulted in increased political risks, including climate change related pledges made by certain candidates for public office. These have included promises to curtail oil and gas operations on federal land, such as through the cessation of leasing federal land for hydrocarbon development. On January 27, 2021, President Biden issued an executive order that commits to substantial action on climate change calling for, among other things, the increased use of zero-emission vehicles by the federal government, the elimination of subsidies provided to the fossil fuel industry, and increased emphasis on climate-related risk across governmental agencies and economic sectors. Other actions that could be pursued include more restrictive requirements for the development of midstream infrastructure. Additionally, litigation has been filed against companies in the energy industry related to climate change. Although the litigation is varied, many such suits allege that oil and gas companies have created public nuisances by producing fuels that contribute to climate change or allege that the companies have been aware of the adverse effects of climate change for some time but failed to adequately disclose those impacts to their investors and customers. Should such suits succeed, we could face additional costs or litigation risks.

Additionally, in response to concerns related to climate change, companies in the fossil fuel sector may be exposed to increasing financial risks. Certain financial institutions, including investment advisors and certain sovereign wealth, pension, and endowment funds, may elect in the future to shift some or all of their investment into non-fossil fuel related sectors. There is also a risk that financial institutions may be required to adopt policies that have the effect of reducing the funding provided to the fossil fuel sector. Recently, the Federal Reserve announced that it has joined the Network for Greening the Financial System, a consortium of financial regulators focused on addressing climate-related risks in the financial sector. This could make it more difficult to secure funding.

Separately, many scientists have concluded that increasing concentrations of GHG in the earth’s atmosphere may produce climate changes that have significant physical effects, such as increased frequency and severity of storms, droughts, and floods and other climatic events. If any of those effects were to occur in areas where our facilities are located, they could have an adverse effect on our assets and operations.

Our businesses involve the buying, selling, gathering, blending and shipping of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil by various modes of transportation, which involves risks of derailment, accidents and liabilities associated with cleanup and damages, as well as potential regulatory changes that may adversely impact our businesses, financial condition or results of operations.

Our operations involve the buying and selling, gathering and blending of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil and shipping it to various markets including on railcars that we lease. The derailments of trains transporting such products in North America have caused various regulatory agencies and industry organizations, as well as federal, state and municipal governments, to focus attention on transportation by rail of flammable materials. Additional measures have been taken in both the United States. and Canada to regulate the transportation of these products. Please read Part I, Items 1. and 2. “Business and Properties—Environmental— Hazardous Materials Transportation.”

Any changes to the existing laws and regulations, or promulgation of new laws and regulations, including any voluntary measures by the rail industry, that result in new requirements for the design, construction or operation of tank cars, including those used to transport crude oil or other products, may require us to make expenditures to comply with new standards that are material to our operations, and, to the extent that new regulations require design changes or other modifications of tank cars, we may incur significant constraints on transportation capacity during the period while tank cars are being retrofitted or newly constructed to comply with the new regulations. We cannot assure that the totality of costs incurred to comply with any new standards and regulations and any impacts on our operations will not be material to our businesses, financial condition or results of operations. In addition, any derailment of railcars or other events

related to products that we have purchased or are shipping may result in claims being brought against us that may involve significant liabilities. Although we believe that we are adequately insured against such events, we cannot assure you that our policies will cover the entirety of any damages that may arise from such an event.

We are subject to federal, state and municipal laws and regulations that govern the product quality specifications of the refined petroleum products, gasoline blendstocks, renewable fuels, crude oil and propane we purchase, store, transport and sell.

Various federal, state and municipal government agencies have the authority to prescribe specific product quality specifications to the sale of commodities. Our businesses include such commodities. Changes in product quality specifications, such as reduced sulfur content in refined petroleum products, or other more stringent requirements for fuels, could reduce our ability to procure product and adversely impact related sales volume, require us to incur additional handling costs and/or require the expenditure of capital. For instance, different product specifications for different markets could require additional storage. If we are unable to procure product or recover these costs through increased sales, we may not be able to meet our financial obligations. Failure to comply with these regulations could also result in substantial penalties.

We are subject to federal, state and municipal environmental regulations which could have a material adverse effect on our retail operations business.

Our retail operations are subject to extensive federal, state and municipal laws and regulations, including those relating to the protection of the environment, waste management, discharge of hazardous materials, pollution prevention, as well as laws and regulations relating to public safety and health. Certain of these laws and regulations may require assessment or remediation efforts. Retail operations with USTs are subject to federal and state regulations and legislation. Compliance with existing and future environmental laws regulating USTs may require significant capital expenditures and increased operating and maintenance costs. The operation of USTs also poses certain other risks, including damages associated with soil and groundwater contamination. Leaks from USTs which may occur at one or more of our gas stations may impact soil or groundwater and could result in fines or civil liability for us. We may be required to make material expenditures to modify operations, perform site cleanups or curtail operations.

We are subject to federal and state non-environmental regulations which could have an adverse effect on our convenience store business and results of operations.

Our convenience store business is subject to extensive governmental laws and regulations that include legal restrictions on the sale of alcohol, tobacco and lottery products, food labelling, food preparation, safety and health requirements and public accessibility. Furthermore, state and local regulatory agencies have the power to approve, revoke, suspend, or deny applications for and renewals of permits and licenses relating to the sale of alcohol, tobacco and lottery products or to seek other remedies. A violation of or change in such laws and/or regulations could have an adverse effect on our convenience store business and results of operations.

Regulations related to wages also affect our businesses. Any increase in the statutory minimum wage would result in an increase in our labor costs and such cost increase could adversely affect our businesses, financial condition and results of operations.

Any terrorist attacks aimed at our facilities and any global and domestic economic repercussions from terrorist activities and the government's response could adversely affect our financial condition, results of operations and cash available for distribution to our unitholders.

Since the September 11, 2001 terrorist attacks on the United States, the U.S. government has issued warnings that energy assets may be future targets of terrorist organizations. In addition to the threat of terrorist attacks, we face various other security threats, including cyber security threats to gain unauthorized access to sensitive information or systems or to render data or systems unusable; threats to the safety of our employees; threats to the security of our facilities, such as terminals and pipelines, and infrastructure or third-party facilities and infrastructure. These developments have subjected our operations to increased risks.

Although we utilize various procedures and controls to monitor these threats and mitigate our exposure to security threats, there can be no assurance that these procedures and controls will be sufficient in preventing security threats from materializing. If any of these events were to materialize, they could lead to losses of sensitive information, critical infrastructure, personnel or capabilities, essential to our operations and could have a material adverse effect on our reputation, financial position, results of operations, or cash flows. Cyber security attacks in particular continue to evolve and include malicious software, attempts to gain unauthorized access to, or otherwise disrupt, pipeline control systems, attempts to gain unauthorized access to data, and other electronic security breaches that could lead to disruptions in critical systems, including pipeline control systems, unauthorized release of confidential or otherwise protected information and corruption of data. These events could damage our reputation and lead to financial losses from remedial actions, loss of business or potential liability.

We incur costs for providing facility security and may incur additional costs in the future with respect to the receipt, storage and distribution of our products. Additional security measures could also restrict our ability to distribute refined petroleum products, gasoline blendstocks, renewable fuels, crude oil and propane. Any future terrorist attack on our facilities, or those of our customers, could have a material adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

Terrorist activity could lead to increased volatility in prices for home heating oil, gasoline and other products we sell, which could decrease our customers' demand for these products. Insurance carriers are required to offer coverage for terrorist activities as a result of federal legislation. We purchase this coverage with respect to our property and casualty insurance programs. This additional coverage resulted in additional insurance premiums which could increase further in the future.

Cyber security breaches and other disruptions could compromise our information and operations, and expose us to liability, which would cause our business and reputation to suffer.

In the ordinary course of our business, in our data centers and on our networks, we collect and store sensitive data including, without limitation, our proprietary business information and that of our customers, suppliers and business partners, information with respect to potential ventures and transactions, and personally identifiable information of our employees, customers and business partners. The secure storage, processing, maintenance and transmission of this information is critical to our operations and business strategy. Despite our security measures and those of our vendors and suppliers, our information technology and infrastructure may be vulnerable to ransomware, malware or other cyber attacks by hackers, employee error or malfeasance, natural disasters, power loss, telecommunication failures or other disruptions, or as a result of similar disruptions experienced by our business partners, suppliers and/or vendors. While there have been incidents of security breaches and unauthorized access to our information technologies, we have not experienced any material impact to our operations or business as a result of this attack; however, other similar incidents could have a significant negative impact on our systems and operations. Any such cyber attack or breach or other disruption could compromise our networks and the information stored there could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information or loss of access to information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, disruption of our operations, damage to our reputation, and loss of confidence in our ability to supply our products and services or maintain the security of information we collect and store, which could adversely affect our business. In addition, as technologies evolve, cyber attacks become increasingly sophisticated, and the regulatory framework for data privacy and security worldwide continues to evolve and develop, we may incur significant costs to modify, upgrade or enhance our security measures and we may face difficulties in fully anticipating or implementing adequate security measures or new or revised mandated processes or in generally mitigating potential harm. Further, any actual or perceived failure to comply with any new or existing laws, regulations and other obligations could result in fines, penalties or other liability.

We depend on key personnel for the success of our businesses.

We depend on the services of our senior management team and other key personnel. The loss of the services of any member of senior management or key employee could have an adverse effect on our financial condition, results of

operations and cash available for distribution to our unitholders. We may not be able to locate or employ on acceptable terms qualified replacements for senior management or other key employees if their services were no longer available.

Certain executive officers of our general partner perform services for one of our affiliates pursuant to a services agreement. Please read Part III, Item 13, "Certain Relationships and Related Transactions, and Director Independence—Services Agreement."

We depend on unionized labor for the operation of certain of our terminals. Any work stoppages or labor disturbances at these terminals could disrupt our businesses.

Any work stoppages or labor disturbances by our unionized labor force at facilities with an organized workforce could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders. In addition, employees who are not currently represented by labor unions may seek representation in the future, and any renegotiation of collective bargaining agreements may result in terms that are less favorable to us.

We rely on our information technology systems to manage numerous aspects of our businesses, and a disruption of these systems could adversely affect our businesses.

We depend on our information technology ("IT") systems to manage numerous aspects of our businesses and to provide analytical information to management. Our IT systems are an essential component of our businesses and growth strategies, and a serious disruption to our IT systems could significantly limit our ability to manage and operate our businesses effectively. These systems are vulnerable to, among other things, damage and interruption from power loss or natural disasters, computer system and network failures, loss of telecommunication services, physical and electronic loss of data, cyber and other security breaches and computer viruses. While we believe we have adequate systems and controls in place, we are continuously working to install new, and upgrade existing, information technology systems and provide employee awareness around phishing, malware and other cyber risks in an effort to ensure that we are protected against cyber risks and security breaches. We have a disaster recovery plan in place, but this plan may not entirely prevent delays or other complications that could arise from an IT systems failure or disruption. Any failure or interruption in our IT systems could have a negative impact on our operating results, cause our businesses and competitive position to suffer and damage our reputation.

In the normal course of our businesses, we may obtain personal data, including credit card information. While we believe we have adequate cyber and other security controls over individually identifiable customer, employee and vendor data provided to us, a breakdown or a breach in our systems that results in the unauthorized release of individually identifiable customer or other sensitive data could nonetheless occur and have a material adverse effect on our reputation, operating results and financial condition.

If we fail to maintain an effective system of internal controls, then we may not be able to accurately report our financial results or prevent fraud. As a result, current and potential unitholders could lose confidence in our financial reporting, which could harm our businesses and could adversely influence the trading price of our units.

Effective internal controls are necessary for us to provide reliable financial reports, prevent fraud and operate successfully as a public company. If our efforts to maintain internal controls are not successful or if we are unable to maintain adequate controls over our financial processes and reporting in the future or if we are unable to comply with our obligations under Section 404 of the Sarbanes-Oxley Act of 2002, our operating results could be harmed or we may fail to meet our reporting obligations. Ineffective internal controls also could cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our units.

Risks Related to our Structure

Our general partner and its affiliates have conflicts of interest and limited fiduciary duties, which could permit them to favor their own interests to the detriment of our unitholders.

As of February 22, 2022, affiliates of our general partner, including directors and executive officers and their affiliates, owned 12.9% of our common units and the entire general partner interest. Although our general partner has a fiduciary duty to manage us in a manner beneficial to us and our unitholders, the directors and officers of our general partner have a fiduciary duty to manage our general partner in a manner beneficial to its owners. Furthermore, certain directors and officers of our general partner are directors or officers of affiliates of our general partner. Conflicts of interest may arise between our general partner and its affiliates, on the one hand, and us and our unitholders, on the other hand. As a result of these conflicts, our general partner may favor its own interests and the interests of its affiliates over the interests of our unitholders. Please read "—Our partnership agreement limits our general partner's fiduciary duties to unitholders and restricts the remedies available to unitholders for actions taken by our general partner that might otherwise constitute breaches of fiduciary duty." These conflicts include, among others, the following situations:

- Our general partner is allowed to take into account the interests of parties other than us, such as affiliates of its members, in resolving conflicts of interest, which has the effect of limiting its fiduciary duty to our unitholders.
- Affiliates of our general partner may engage in competition with us under certain circumstances. Please read "—Certain members of the Slifka family and their affiliates may engage in activities that compete directly with us."
- Neither our partnership agreement nor any other agreement requires owners of our general partner to pursue a business strategy that favors us. Directors and officers of our general partner's owners have a fiduciary duty to make these decisions in the best interest of such owners which may be contrary to our interests.
- Some officers of our general partner who provide services to us devote time to affiliates of our general partner.
- Our general partner has limited its liability and reduced its fiduciary duties under the partnership agreement, while also restricting the remedies available to our unitholders for actions that, without these limitations, might constitute breaches of fiduciary duty. As a result of purchasing common units, common unitholders consent to some actions and conflicts of interest that might otherwise constitute a breach of fiduciary or other duties under applicable state law. Additionally, our partnership agreement provides that we, and the officers and directors of our general partner, do not owe any duties, including fiduciary duties, or have any liabilities to holders of our preferred units.
- Our general partner determines the amount and timing of asset purchases and sales, borrowings, issuances of additional partnership securities and reserves, each of which can affect the amount of cash available for distribution to our unitholders.

- Our general partner determines the amount and timing of any capital expenditures and whether a capital expenditure is a maintenance capital expenditure, which reduces distributable cash flow, or a capital expenditure for acquisitions or capital improvements, which does not, and such determination can affect the amount of cash distributed to our unitholders.

- In some instances, our general partner may cause us to borrow funds in order to permit the payment of cash distributions, even if the purpose or effect of the borrowing is to make incentive distributions.

- Our general partner determines which costs incurred by it and its affiliates are reimbursable by us.

- Our partnership agreement does not restrict our general partner from causing us to pay it or its affiliates for any services rendered on terms that are fair and reasonable to us or entering into additional contractual arrangements with any of these entities on our behalf.

- Our general partner intends to limit its liability regarding our contractual and other obligations.

- Our general partner may exercise its limited right to call and purchase common units if it and its affiliates own more than 80% of the common units.

- Our general partner controls the enforcement of obligations owed to us by it and its affiliates.

- Our general partner decides whether to retain separate counsel, accountants or others to perform services for us.

Please read Part III, Item 13, “Certain Relationships and Related Transactions, and Director Independence—Noncompetition.”

Our partnership agreement limits our general partner’s fiduciary duties to unitholders and restricts the remedies available to unitholders for actions taken by our general partner that might otherwise constitute breaches of fiduciary duty.

Our partnership agreement contains provisions that reduce the standards to which our general partner would otherwise be held by state fiduciary duty law. Our partnership agreement provides that we, and the officers and directors of our general partner, do not owe any duties, including fiduciary duties, or have any liabilities to holders of our preferred units. Additionally, our partnership agreement:

- permits our general partner to make a number of decisions in its individual capacity, as opposed to in its capacity as our general partner. This entitles our general partner to consider only the interests and factors that it desires, and it has no duty or obligation to give any consideration to any interest of, or factors affecting, us, our affiliates or any limited partner. Examples include the exercise of its limited call right, its voting rights with respect to the units it owns, its registration rights and its determination whether or not to consent to any merger or consolidation of us;

- provides that our general partner shall not have any liability to us or our unitholders for decisions made in its capacity as general partner so long as it acted in good faith, meaning it believed that the decision was in our best interests;

- generally provides that affiliated transactions and resolutions of conflicts of interest not approved by the conflicts committee of the board of directors of our general partner and not involving a vote of unitholders must be on terms no less favorable to us than those generally being provided to or available from unrelated third parties or be “fair and reasonable” to us and that, in determining whether a transaction or resolution is “fair and reasonable,” our general partner may consider the totality of the relationships between the parties involved, including other transactions that may be particularly advantageous or beneficial to us; and

- provides that our general partner and its officers and directors will not be liable for monetary damages to us, our limited partners or assignees for any acts or omissions unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that the general partner or those other persons acted in bad faith or engaged in fraud or willful misconduct.

By purchasing a unit, a unitholder will become bound by the provisions of the partnership agreement, including the provisions described above.

Unitholders have limited voting rights and are not entitled to elect our general partner or its directors or remove our general partner without the consent of the holders of at least 66 2/3% of the outstanding common units (including common units held by our general partner and its affiliates), which could lower the trading price of our units.

Unlike the holders of common stock in a corporation, unitholders have only limited voting rights on matters affecting our businesses and, therefore, limited ability to influence management's decisions regarding our businesses. Unitholders have no right to elect our general partner or its board of directors on an annual or other continuing basis. The board of directors of our general partner is chosen entirely by its members and not by the unitholders. Furthermore, if the unitholders are dissatisfied with the performance of our general partner, they have limited ability to remove our general partner. The vote of the holders of at least 66 2/3% of all outstanding common units (including common units held by our general partner and its affiliates) is required to remove our general partner.

Although the holders of our preferred units are entitled to limited protective voting rights with respect to certain matters, our preferred units generally vote separately as a class along with any other series of parity securities that we may issue upon which like voting rights have been conferred and are exercisable. As a result, the voting rights of holders of our preferred units may be significantly diluted, and the holders of such other series of parity securities that we may issue may be able to control or significantly influence the outcome of any vote.

As a result of these limitations, the prices at which our common units and our preferred units trade could diminish because of the absence or reduction of a takeover premium in the trading price.

We may issue additional units without unitholder approval, which would dilute unitholders' ownership interests.

Except in the case of the issuance of units that rank equal to or senior to our preferred units, we may issue an unlimited number of limited partner interests of any type without the approval of our unitholders. We are allowed to issue additional preferred units and parity securities without any vote of the holders of our preferred units, except where the cumulative distributions on our preferred units or any parity securities are in arrears.

The issuance by us of additional common units or other equity securities of equal or senior rank will have the following effects:

- our unitholders' proportionate ownership interest in us will decrease;
- the amount of cash available for distribution on each unit may decrease;
- the relative voting strength of each previously outstanding unit may be diminished; and
- the market price of the units may decline.

We are prohibited from paying distributions on our common units if distributions on our preferred units are in arrears.

The holders of our preferred units are entitled to certain rights that are senior to the rights of holders of our common units, such as rights to distributions and rights upon liquidation of the Partnership. If we do not pay the required distributions on our preferred units, we will be unable to pay distributions on our common units. Additionally, because

distributions to our preferred units are cumulative, we will have to pay all unpaid accumulated preferred distributions before we can pay any distributions to our common unitholders. Also, because distributions to our common unitholders are not cumulative, if we do not pay distributions on our common units with respect to any quarter, our common unitholders will not be entitled to receive distributions covering any prior periods if we later commence paying distributions on our common units. The preferences and privileges of our preferred units could adversely affect the market price for our common units, or could make it more difficult for us to sell our common units in the future.

Our preferred units are subordinated to our existing and future debt obligations and could be diluted by the issuance of additional units, including additional preferred units, and by other transactions.

Our preferred units are subordinated to all of our existing and future indebtedness. The payment of principal and interest on our debt reduces cash available for distribution to our limited partners, including the holders of our preferred units. The issuance of additional units on parity with or senior to our preferred units (including additional preferred units) would dilute the interests of the holders of our preferred units, and any issuance of equal or senior ranking securities or additional indebtedness could affect our ability to pay distributions on, redeem or pay the liquidation preference on our preferred units.

We cannot assure that we will be able to pay distributions on our preferred units regularly, and the agreements governing our indebtedness may limit the cash available to make distributions on our preferred units.

Pursuant to our partnership agreement, we distribute all of our "available cash" each quarter to our limited partners. Our partnership agreement defines "Available Cash" to generally mean, for each fiscal quarter, all cash and cash equivalents on hand on the date of determination of available cash with respect to such quarter, less the amount of any cash reserves established by our general partner to:

- provide for the proper conduct of our businesses;
- comply with applicable law or the terms of any of our debt instruments or other agreements; or
- provide funds for distributions to holders of our common units and preferred units for any one or more of the next four quarters.

As a result, we do not expect to accumulate significant amounts of cash. Depending on the timing and amount of our cash distributions, these distributions could significantly reduce the cash available to us in subsequent periods to make distributions on our preferred units.

Further, our existing debt agreements also may limit our ability to pay distributions on our preferred units.

Change of control conversion rights may make it more difficult for a party to acquire us or discourage a party from acquiring us.

The change of control conversion feature of our preferred units may have the effect of discouraging a third party from making an acquisition proposal for us or of delaying, deferring or preventing certain of our change of control transactions under circumstances that otherwise could provide the holders of our common units and preferred units with the opportunity to realize a premium over the then-current market price of such equity securities or that unitholders may otherwise believe is in their best interests.

The market price of our common units could be adversely affected by sales of substantial amounts of our common units, including sales by our existing unitholders.

A substantial number of our securities may be sold in the future either pursuant to Rule 144 under the Securities Act or pursuant to a registration statement filed with the SEC. Rule 144 under the Securities Act provides that after a holding period of six months, non-affiliates may resell restricted securities of reporting companies, provided that current public information for the reporting company is available. After a holding period of one year, non-affiliates may resell

without restriction, and affiliates may resell in compliance with the volume, current public information and manner of sale requirements of Rule 144. Pursuant to our partnership agreement, members of the Slifka family have registration rights with respect to the common units owned by them.

Sales by any of our existing unitholders of a substantial number of our common units, or the perception that such sales might occur, could have a material adverse effect on the price of our common units or could impair our ability to obtain capital through an offering of equity securities.

An increase in interest rates may cause the market price of our units to decline.

Like all equity investments, an investment in our common units is subject to certain risks. In exchange for accepting these risks, investors may expect to receive a higher rate of return than would otherwise be obtainable from lower-risk investments. Accordingly, as interest rates rise, the ability of investors to obtain higher risk-adjusted rates of return by purchasing government-backed debt securities may cause a corresponding decline in demand for riskier investments generally, including yield-based equity investments such as publicly-traded limited partnership interests. Reduced demand for our common units resulting from investors seeking other more favorable investment opportunities may cause the trading price of our common units to decline.

One of the factors that influences the price of our preferred units is the distribution yield on our preferred units (as a percentage of the price of our preferred units) relative to market interest rates. An increase in market interest rates, which are currently at low levels relative to historical rates, may lead prospective purchasers of our preferred units to expect a higher distribution yield, and higher interest rates would likely increase our borrowing costs and potentially decrease funds available for distribution to our limited partners, including the holders of our preferred units. Accordingly, higher market interest rates could cause the market price of our preferred units to decrease.

In addition, on and after August 15, 2023, our Series A preferred units will have a floating distribution rate set each quarterly distribution period at a percentage of the $25.00 liquidation preference equal to a floating rate of the then-current three-month LIBOR (or if LIBOR is no longer available as otherwise provided for in our partnership agreement) plus a spread of 6.774% per annum. The per annum distribution rate that is determined on the relevant determination date will apply to the entire quarterly distribution period following such determination date even if LIBOR (or an alternative rate, as applicable) increases during that period. As a result, the holders of our Series A preferred units will be subject to risks associated with fluctuation in interest rates and the possibility that holders will receive distributions that are lower than expected. We have no control over a number of factors, including economic, financial and political events, that impact market fluctuations in interest rates, which have in the past and may in the future experience volatility.

Our general partner has a limited call right that may require unitholders to sell their common units at an undesirable time or price.

If at any time our general partner and its affiliates own more than 80% of the common units, our general partner will have the right, but not the obligation, which it may assign to any of its affiliates or to us, to acquire all, but not less than all, of the common units held by unaffiliated persons at a price not less than their then-current market price. As a result, unitholders may be required to sell their common units at an undesirable time or price and may not receive any return on their investment. Unitholders may also incur a tax liability upon a sale of their units. Our general partner is not obligated to obtain a fairness opinion regarding the value of the common units to be repurchased by it upon exercise of the limited call right. There is no restriction in our partnership agreement that prevents our general partner from issuing additional common units and exercising its call right. If our general partner exercises its limited call right, the effect would be to take us private and, if the units were subsequently deregistered, we would no longer be subject to the reporting requirements of the Securities Exchange Act of 1934.

Our partnership agreement restricts the voting rights of unitholders owning 20% or more of any class of our units.

Our partnership agreement restricts unitholders’ voting rights by providing that any units held by a person that owns 20% or more of any class of units then outstanding, other than our general partner, its affiliates, their transferees

and persons who acquired such units with the prior approval of the board of directors of our general partner, cannot vote on any matter. Our partnership agreement also contains provisions limiting the ability of unitholders to call meetings or acquire information about our operations, as well as other provisions limiting the unitholders' ability to influence the manner or direction of management.

Cost reimbursements due to our general partner and its affiliates will reduce cash available for distribution to our unitholders.

Prior to making any distribution on the common units, we reimburse our general partner and its affiliates for all expenses they incur on our behalf, which is determined by our general partner in its sole discretion. These expenses include all costs incurred by the general partner and its affiliates in managing and operating us, including costs for rendering corporate staff and support services to us. We are managed and operated by directors and executive officers of our general partner. In addition, the majority of our operating personnel are employees of our general partner. Please read Part III, Item 13, "Certain Relationships and Related Transactions, and Director Independence." The reimbursement of expenses and payment of fees, if any, to our general partner and its affiliates could adversely affect our ability to pay cash distributions to our unitholders.

Unitholders may not have limited liability if a court finds that unitholder action constitutes control of our businesses.

A general partner of a partnership generally has unlimited liability for the obligations of the partnership, except for those contractual obligations of the partnership that are expressly made without recourse to the general partner. Our partnership is organized under Delaware law, and we conduct business in a number of other states. The limitations on the liability of holders of limited partner interests for the obligations of a limited partnership have not been clearly established in some of the other states in which we do business. A unitholder could be liable for our obligations as if he were a general partner if:

- a court or government agency determined that we were conducting business in a state but had not complied with that particular state's partnership statute; or

- a unitholder's right to act with other unitholders to remove or replace the general partner, approve some amendments to our partnership agreement or take other actions under our partnership agreement constitute "control" of our businesses.

Unitholders may have liability to repay distributions.

Under certain circumstances, unitholders may have to repay amounts wrongfully returned or distributed to them. Under Delaware law, we may not make a distribution to unitholders if the distribution would cause our liabilities to exceed the fair value of our assets. Delaware law provides that for a period of three years from the date of the impermissible distribution, limited partners who received the distribution and who knew at the time of the distribution that it violated Delaware law will be liable to the limited partnership for the distribution amount. Purchasers of units who become limited partners are liable for the obligations of the transferring limited partner to make contributions to us that are known to the purchaser of units at the time it became a limited partner and for unknown obligations if the liabilities could be determined from the partnership agreement. Liabilities to partners on account of their partnership interests and liabilities that are non-recourse to us are not counted for purposes of determining whether a distribution is permitted.

The control of our general partner may be transferred to a third party without unitholder consent.

Our general partner may transfer its general partner interest to a third party in a merger or in a sale of all or substantially all of its assets without the consent of the unitholders. Furthermore, there is no restriction in the partnership agreement on the ability of the members of our general partner from transferring their respective membership interests in our general partner to a third party. The new members of our general partner would then be in a position to replace the board of directors and officers of our general partner with their own choices and control the decisions taken by the board of directors and officers of our general partner.

Certain members of the Slifka family and their affiliates may engage in activities that compete directly with us.

Mr. Richard Slifka and his affiliates (other than us) are subject to noncompetition provisions in the omnibus agreement and business opportunity agreement. In addition, Mr. Eric Slifka's employment agreement contains noncompetition provisions. These agreements do not prohibit Messrs. Richard Slifka and Eric Slifka and certain affiliates of our general partner from owning certain assets or engaging in certain businesses that compete directly or indirectly with us. Please read Part III, Item 13, "Certain Relationships and Related Transactions, and Director Independence—Noncompetition."

Tax Risks

Our tax treatment depends on our status as a partnership for U.S. federal income tax purposes and not being subject to a material amount of entity-level taxation. If the Internal Revenue Service, or IRS, were to treat us as a corporation for U.S. federal income tax purposes, or we become subject to entity level taxation for state tax purposes, our cash available for distribution to our unitholders would be substantially reduced.

The anticipated after-tax economic benefit of an investment in our common units depends largely on our being treated as a partnership for U.S. federal income tax purposes.

Despite the fact that we are organized as a limited partnership under Delaware law, we would be treated as a corporation for U.S. federal income tax purposes unless we satisfy a "qualifying income" requirement. Based upon our current operations and current Treasury Regulations, we believe we satisfy the qualifying income requirement. However, no ruling has been or will be requested regarding our treatment as a partnership for U.S. federal income tax purposes. Failing to meet the qualifying income requirement or a change in current law could cause us to be treated as a corporation for U.S. federal income tax purposes or otherwise subject us to taxation as an entity.

If we were treated as a corporation for U.S. federal income tax purposes, we would pay U.S. federal income tax on our taxable income at the corporate tax rate. Distributions to our unitholders would generally be taxed again as corporate distributions, and no income, gains, losses or deductions would flow through to our unitholders. Because a tax would be imposed upon us as a corporation, our cash available for distribution to our unitholders would be substantially reduced. Therefore, treatment of us as a corporation would result in a material reduction in the anticipated cash flow and after-tax return to our unitholders, likely causing a substantial reduction in the value of our common units.

Our partnership agreement provides that if a law is enacted or existing law is modified or interpreted in a manner that subjects us to taxation as a corporation or otherwise subjects us to additional amounts of entity level taxation for U.S. federal, state, municipal or foreign income tax purposes, the minimum quarterly distribution amount and the target distribution amounts may be adjusted to reflect the impact of that law or interpretation on us. At the state level, several states have been evaluating ways to subject partnerships to entity-level taxation through the imposition of state income, franchise or other forms of taxation. We currently own assets and conduct business in several states that impose a margin or franchise tax. In the future, we may expand our operations. Imposition of a similar tax on us in other jurisdictions that we may expand to could substantially reduce our cash available for distribution to our unitholders.

The tax treatment of publicly traded partnerships or an investment in our units could be subject to potential legislative, judicial or administrative changes or differing interpretations thereof, possibly applied on a retroactive basis.

The present U.S. federal income tax treatment of publicly traded partnerships, including us, or an investment in our units, may be modified by administrative, legislative or judicial changes or differing interpretations thereof at any time. From time to time, members of Congress have proposed and considered substantive changes to the existing U.S. federal income tax laws that would affect publicly traded partnerships, including proposals that would eliminate our ability to qualify for partnership tax treatment. Recent proposals have provided for the expansion of the qualifying income exception for publicly traded partnerships in certain circumstances and other proposals have provided for the total elimination of the qualifying income exception upon which we rely for our partnership tax treatment.

In addition, the Treasury Department has issued, and in the future may issue, regulations interpreting those laws that affect publicly traded partnerships. There can be no assurance that there will not be further changes to U.S. federal income tax laws or the Treasury Department's interpretation of the qualifying income rules in a manner that could impact our ability to qualify as a partnership in the future.

Any modification to the U.S. federal income tax laws or interpretations thereof may be applied retroactively and could make it more difficult or impossible for us to meet the exception for certain publicly traded partnerships to be treated as partnerships for U.S. federal income tax purposes. We are unable to predict whether any changes or other proposals will ultimately be enacted. In addition, there can be no assurance that there will not be any legislative, judicial or administrative changes in tax law generally that would negatively impact the value of an investment in our units. You are urged to consult with your own tax advisor with respect to the status of legislative, regulatory or administrative developments and proposals in tax law generally and their potential effect on your investment in our units.

We have subsidiaries that are treated as corporations for U.S. federal income tax purposes and subject to corporate-level income taxes.

As of December 31, 2021, we conducted substantially all of our operations of our end-user business through six subsidiaries that are treated as corporations for U.S. federal income tax purposes. These corporations primarily engage in the retail sale of gasoline and/or operate convenience stores and collect rents on personal property leased to dealers and commissioned agents at other stations. We may elect to conduct additional operations through these corporate subsidiaries in the future. These corporate subsidiaries are subject to corporate-level taxes, which reduce the cash available for distribution to us and, in turn, to common unitholders. If the IRS were to successfully assert that these corporations have more tax liability than we anticipate or legislation were enacted that increased the corporate tax rate, our cash available for distribution to common unitholders would be further reduced.

If the IRS were to contest the U.S. federal income tax positions we take, it may adversely impact the market for our common units, and the costs of any such contest would reduce our cash available for distribution to our common unitholders.

We have not requested a ruling from the IRS with respect to our treatment as a partnership for U.S. federal income tax purposes. The IRS may adopt positions that differ from the positions we take. It may be necessary to resort to administrative or court proceedings to sustain some or all of the positions we take. A court may not agree with some or all of the positions we take. Any contest with the IRS may materially and adversely impact the market for our common units and the price at which they trade. Moreover, the costs of any contest between us and the IRS will result in a reduction in our cash available for distribution to our common unitholders and thus will be borne indirectly by our common unitholders.

If the IRS makes audit adjustments to our income tax returns for tax years beginning after December 31, 2017, it (and some states) may assess and collect any taxes (including any applicable penalties and interest) resulting from such audit adjustments directly from us, in which case our cash available for distribution to our common unitholders might be substantially reduced and our current and former common unitholders may be required to indemnify us for any taxes (including any applicable penalties and interest) resulting from such audit adjustments that were paid on such common unitholders' behalf.

Pursuant to the Bipartisan Budget Act of 2015, for tax years beginning after December 31, 2017, if the IRS makes an audit adjustment to our income tax return, it (and some states) may assess and collect any taxes (including any applicable penalties and interest) resulting from such audit adjustment directly from us. To the extent possible under the new rules, our general partner may elect to either pay the taxes (including any applicable penalties and interest) directly to the IRS or, if we are eligible, issue a revised information statement to each common unitholder and former common unitholder with respect to an audited and adjusted return. Although our general partner may elect to have our common unitholders and former common unitholders take such audit adjustment into account and pay any resulting taxes (including applicable penalties or interest) in accordance with their interests in us during the tax year under audit, there can be no assurance that such election will be practical, permissible or effective in all circumstances. As a result, our current common unitholders may bear some or all of the tax liability resulting from such audit adjustment, even if such

common unitholders did not own units in us during the tax year under audit. If, as a result of any such audit adjustment, we are required to make payments of taxes, penalties and interest, our cash available for distribution to our common unitholders might be substantially reduced and our current and former common unitholders may be required to indemnify us for any taxes (including any applicable penalties and interest) resulting from such audit adjustments that were paid on such common unitholders' behalf. These rules are not applicable for tax years beginning on or prior to December 31, 2017.

Even if our common unitholders do not receive any cash distributions from us, they will be required to pay taxes on their share of our taxable income.

Because common unitholders are treated as partners to whom we allocate taxable income, which could be different in amount than the cash we distribute, common unitholders are required to pay any U.S. federal income taxes and, in some cases, state and local income taxes on their share of our taxable income even if they do not receive any cash distributions from us. For example, if we sell assets and use the proceeds to repay existing debt or fund capital expenditures, you may be allocated taxable income and gain resulting from the sale and our cash available for distribution would not increase. Similarly, taking advantage of opportunities to reduce our existing debt, such as debt exchanges, debt repurchases, or modifications of our existing debt could result in "cancellation of indebtedness income" being allocated to our common unitholders as taxable income without any increase in our cash available for distribution. Our common unitholders may not receive cash distributions from us equal to their share of our taxable income or even equal to the tax liability that results from that income.

Tax gain or loss on the disposition of our common units could be more or less than expected.

If a unitholder sells common units, the unitholder will recognize a gain or loss equal to the difference between the amount realized and that unitholder's tax basis in those common units. Because distributions in excess of a common unitholder's allocable share of our net taxable income decrease such unitholder's tax basis in its common units, the amount, if any, of such prior excess distributions with respect to the common units a unitholder sells will, in effect, become taxable income to a unitholder if it sells such units at a price greater than its tax basis in those units, even if the price such unitholder receives is less than its original cost. In addition, because the amount realized includes a unitholder's share of our nonrecourse liabilities, if a unitholder sells its common units, the unitholder may incur a tax liability in excess of the amount of cash received from the sale.

A substantial portion of the amount realized from a unitholder's sale of our common units, whether or not representing gain, may be taxed as ordinary income to such unitholder due to potential recapture items, including depreciation recapture. Thus, a common unitholder may recognize both ordinary income and capital loss from the sale of units if the amount realized on a sale of such units is less than such unitholder's adjusted basis in the common units. Net capital loss may only offset capital gains and, in the case of individuals, up to $3,000 of ordinary income per year. In the taxable period in which a unitholder sells its common units, such unitholder may recognize ordinary income from our allocations of income and gain to such unitholder prior to the sale and from recapture items that generally cannot be offset by any capital loss recognized upon the sale of units.

Common unitholders may be subject to limitation on their ability to deduct interest expense incurred by us.

In general, we are entitled to a deduction for interest paid or accrued on indebtedness properly allocable to our trade or business during our taxable year. However, under the Tax Cuts and Jobs Act, for taxable years beginning after December 31, 2017, our deduction for "business interest" is limited to the sum of our business interest income and 30% of our "adjusted taxable income." For the purposes of this limitation, our adjusted taxable income is computed without regard to any business interest expense or business interest income, and in the case of taxable years beginning before January 1, 2022, any deduction allowable for depreciation, amortization, or depletion to the extent such depreciation, amortization, or depletion is not capitalized into cost of goods sold with respect to inventory.

If our "business interest" is subject to limitation under these rules, our unitholders will be limited in their ability to deduct their share of any interest expense that has been allocated to them. As a result, common unitholders may be subject to limitation on their ability to deduct interest expense incurred by us which could negatively impact the value of

an investment in our common units. You are urged to consult with your own tax advisor with respect to this potential limitation on the deductibility of interest expense and its impact on your investment in our common units.

***Tax-exempt entities face unique tax issues from owning our common units that may result in adverse tax consequences to them*.**

Investment in our common units by tax-exempt entities, such as employee benefit plans and individual retirement accounts (known as IRAs) raises issues unique to them. For example, virtually all of our income allocated to organizations that are exempt from U.S. federal income tax, including IRAs and other retirement plans, will be unrelated business taxable income and will be taxable to them. Tax-exempt entities should consult a tax advisor before investing in our common units.

Non-U.S. Unitholders will be subject to U.S. taxes and withholding with respect to their income and gain from owning our units.

Non-U.S. unitholders are generally taxed and subject to income tax filing requirements by the United States on income effectively connected with a U.S. trade or business. Income allocated to our common unitholders and any gain from the sale of our units will generally be considered to be "effectively connected" with a U.S. trade or business. As a result, distributions to a non-U.S. common unitholder will be subject to withholding at the highest applicable effective tax rate and a non-U.S. unitholder who sells or otherwise disposes of a unit will also be subject to U.S. federal income tax on the gain realized from the sale or disposition of that unit.

Moreover, the transferee of an interest in a partnership that is engaged in a U.S. trade or business is generally required to withhold 10% of the "amount realized" by the transferor unless the transferor certifies that it is not a foreign person. While the determination of a partner's "amount realized" generally includes any decrease of a partner's share of the partnership's liabilities, the Treasury regulations provide that the "amount realized" on a transfer of an interest in a publicly traded partnership, such as our units, will generally be the amount of gross proceeds paid to the broker effecting the applicable transfer on behalf of the transferor, and thus will be determined without regard to any decrease in that partner's share of a publicly traded partnership's liabilities. The Treasury regulations and other guidance from the IRS provide that withholding on a transfer of an interest in a publicly traded partnership will not be imposed on a transfer that occurs prior to January 1, 2023. Thereafter, the obligation to withhold on a transfer of interests in a publicly traded partnership that is effected through a broker is imposed on the transferor's broker. Current and prospective non-U.S. unitholders should consult their tax advisors regarding the impact of these rules on an investment in our common units.

We treat each purchaser of our common units as having the same tax benefits without regard to the common units actually purchased. The IRS may challenge this treatment, which could adversely affect the value of our common units.

Because we cannot match transferors and transferees of common units, we have adopted certain methods for allocating depreciation and amortization deductions that may not conform to all aspects of existing Treasury Regulations. A successful IRS challenge to the use of these methods could adversely affect the amount of tax benefits available to our unitholders. It also could affect the timing of these tax benefits or the amount of gain from any sale of common units and could have a negative impact on the value of our common units or result in audit adjustments to a unitholder's tax returns.

We generally prorate our items of income, gain, loss and deduction between transferors and transferees of our common units each month based upon the ownership of our common units on the first day of each month, instead of on the basis of the date a particular common unit is transferred. The IRS may challenge this treatment, which could change the allocation of items of income, gain, loss and deduction among our unitholders.

We generally prorate our items of income, gain, loss and deduction between transferors and transferees of our common units each month based upon the ownership of our common units on the first day of each month (the "Allocation Date"), instead of on the basis of the date a particular common unit is transferred. Similarly, we generally allocate (i) certain deductions for depreciation of capital additions, (ii) gain or loss realized on a sale or other disposition

of our assets, and (iii) in the discretion of the general partner, any other extraordinary item of income, gain, loss or deduction based upon ownership on the Allocation Date. Treasury Regulations allow a similar monthly simplifying convention, but such regulations do not specifically authorize all aspects of our proration method. If the IRS were to challenge our proration method, we may be required to change the allocation of items of income, gain, loss and deduction among our unitholders.

A unitholder whose common units are the subject of a securities loan (e.g., a loan to a "short seller" to cover a short sale of common units) may be considered to have disposed of those common units. If so, such unitholder would no longer be treated for tax purposes as a partner with respect to those common units during the period of the loan and may recognize gain or loss from the disposition.

Because there are no specific rules governing the U.S. federal income tax consequences of loaning a partnership interest, a unitholder whose common units are the subject of a securities loan may be considered to have disposed of the loaned units. In that case, the unitholder may no longer be treated for tax purposes as a partner with respect to those common units during the period of the loan to the short seller and the unitholder may recognize gain or loss from such disposition. Moreover, during the period of the loan, any of our income, gain, loss or deduction with respect to those common units may not be reportable by the unitholder and any cash distributions received by the unitholder as to those common units could be fully taxable as ordinary income. Unitholders desiring to assure their status as partners and avoid the risk of gain recognition from a securities loan are urged consult a tax advisor to determine whether it is advisable to modify any applicable brokerage account agreements to prohibit their brokers from borrowing their common units.

We have adopted certain valuation methodologies in determining a unitholder's allocations of income, gain, loss and deduction. The IRS may challenge these methodologies or the resulting allocations, which could adversely affect the value of our common units.

In determining the items of income, gain, loss and deduction allocable to our unitholders, we must routinely determine the fair market value of our assets. Although we may, from time to time, consult with professional appraisers regarding valuation matters, we make many fair market value estimates using a methodology based on the market value of our common units as a means to measure the fair market value of our assets. The IRS may challenge these valuation methods and the resulting allocations of income, gain, loss and deduction.

A successful IRS challenge to these methods or allocations could adversely affect the timing or amount of taxable income or loss being allocated to our unitholders. It also could affect the amount of gain recognized from the sale of our common units, have a negative impact on the value of our common units or result in audit adjustments to our unitholders' tax returns without the benefit of additional deductions.

Unitholders may be subject to state and local taxes and return filing requirements in jurisdictions where they do not live as a result of investing in our common units.

In addition to U.S. federal income taxes, our unitholders may be subject to other taxes, including foreign, state and local taxes, unincorporated business taxes and estate, inheritance or intangible taxes that are imposed by the various jurisdictions in which we conduct business or own property now or in the future, even if they do not live in any of those jurisdictions. Our unitholders will likely be required to file foreign, state and local income tax returns and pay state and local income taxes in some or all of these various jurisdictions. Further, our unitholders may be subject to penalties for failure to comply with those requirements.

We currently own assets and conduct business in several states, some of which impose a personal income tax on individuals, corporations and other entities. As we make acquisitions or expand our businesses, we may own assets or conduct business in additional states that impose a personal income tax. It is our unitholders' responsibility to file all U.S. federal, state, municipal and non-U.S. tax returns and pay any taxes due in these jurisdictions. Unitholders should consult with their own tax advisors regarding the filing of such tax returns, the payment of such taxes, and the deductibility of any taxes paid.

The treatment of income attributable to distributions on our preferred units as guaranteed payments for the use of capital creates a different tax treatment for the holders of our preferred units than the holders of our common units and such distributions are not eligible for the 20% deduction for qualified business income.

The tax treatment of distributions on our preferred units is uncertain. We will treat each of the holders of our preferred units as partners for tax purposes and will treat income attributable to distributions on our preferred units as a guaranteed payment for the use of capital that will generally be taxable to each of the holders of our preferred units as ordinary income. Holders of our preferred units will recognize taxable income from the accrual of such income (even in the absence of a contemporaneous cash distribution). Otherwise, except in the case of our liquidation, the holders of our preferred units are generally not anticipated to share in our items of income, gain, loss or deduction, nor will we allocate any share of our nonrecourse liabilities to the holders of our preferred units. If distributions on our preferred units were treated as payments on indebtedness for tax purposes, rather than as guaranteed payments for the use of capital, the distributions likely would be treated as payments of interest by us to each of the holders of our preferred units.

Although we expect that much of the income we earn is generally eligible for the 20% deduction for qualified business income, recently issued final Treasury Regulations provide that income attributable to a guaranteed payment for the use of capital is not eligible for the 20% deduction for qualified publicly traded partnership income. As a result, income attributable to a guaranteed payment for use of capital recognized by holders of our preferred units is not eligible for the 20% deduction for qualified business income.

A holder of our preferred units will be required to recognize gain or loss on a sale of preferred units equal to the difference between the amount realized by such holder and such holder's tax basis in the preferred units sold. The amount realized generally will equal the sum of the cash and the fair market value of other property such holder receives in exchange for such preferred units. Subject to general rules requiring a blended basis among multiple partnership interests, the tax basis of a preferred unit will generally equal the sum of the cash and the fair market value of other property paid by the holder of such preferred unit to acquire such preferred unit. Gain or loss recognized by a holder of preferred units on the sale or exchange of a preferred unit held for more than one year generally will be taxable as long-term capital gain or loss. Because holders of our preferred units will generally not be allocated a share of our items of depreciation, depletion or amortization, it is not anticipated that such holders will be required to recharacterize any portion of their gain as ordinary income as a result of the recapture rules.

Investment in our preferred units by tax-exempt investors, such as employee benefit plans and individual retirement accounts, and non-United States persons raises issues unique to them. The treatment of guaranteed payments for the use of capital to tax-exempt investors is not certain and the income resulting from such payments may be treated as unrelated business taxable income for U.S. federal income tax purposes. Distributions to non-United States holders of our preferred units will be subject to withholding taxes. If the amount of withholding exceeds the amount of U.S. federal income tax actually due, non-United States holders of our preferred units may be required to file U.S. federal income tax returns in order to seek a refund of such excess.

All holders of our preferred units are urged to consult a tax advisor with respect to the consequences of owning our preferred units.

Item 1B. Unresolved Staff Comments.

None.

Item 3. Legal Proceedings.

The information required by this item is included in Note 23 of Notes to Consolidated Financial Statements and is incorporated herein by reference.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Market Information and Holders

Our common units trade on the New York Stock Exchange ("NYSE") under the symbol "GLP." At the close of business on February 22, 2022, based upon information received from our transfer agent, we had 34 holders of record of our common units. The number of record holders does not include common units held in street name.

Distributions of Available Cash

Common Units and General Partner Interest

We intend to make cash distributions to common unitholders on a quarterly basis, although there is no assurance as to the future cash distributions since they are dependent upon future earnings, capital requirements, financial condition and other factors. Our credit agreement prohibits us from making cash distributions if any potential default or event of default, as defined in the credit agreement, occurs or would result from the cash distribution. The indentures governing our outstanding senior notes and our partnership agreement also limit our ability to make distributions to our common unitholders in certain circumstances.

Within 45 days after the end of each quarter, we will distribute all of our Available Cash (as defined in our partnership agreement) to common unitholders of record on the applicable record date. The amount of Available Cash is all cash on hand on the date of determination of Available Cash for the quarter, less the amount of cash reserves established by our general partner to provide for the proper conduct of our businesses, to comply with applicable law, any of our debt instruments or other agreements, or to provide funds for distributions to unitholders and our general partner for any one or more of the next four quarters.

We will make distributions of Available Cash from distributable cash flow for any quarter in the following manner: 99.33% to the common unitholders, pro rata, and 0.67% to the general partner, until we distribute for each outstanding common unit an amount equal to the minimum quarterly distribution for that quarter; and thereafter, cash in excess of the minimum quarterly distribution is distributed to the common unitholders and the general partner based on the percentages as provided below.

As holder of the incentive distribution rights, the general partner is entitled to incentive distributions if the amount we distribute with respect to any quarter exceeds specified target levels shown below:

	Total Quarterly Distribution Target Amount	Marginal Percentage Interest in Distributions	
		Unitholders	General Partner
First Target Distribution	up to $0.4625	99.33 %	0.67 %
Second Target Distribution	above $0.4625 up to $0.5375	86.33 %	13.67 %
Third Target Distribution	above $0.5375 up to $0.6625	76.33 %	23.67 %
Thereafter	above $0.6625	51.33 %	48.67 %

Series A Preferred Units

On August 7, 2018, we issued 2,760,000 9.75% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units representing limited partner interests (the "Series A Preferred Units") at a price of $25.00 per Series A Preferred Unit.

Distributions on the Series A Preferred Units are cumulative from August 7, 2018, the original issue date of the Series A Preferred Units, and payable quarterly in arrears on February 15, May 15, August 15 and November 15 of each

year, commencing on November 15, 2018 (each, a "Series A Distribution Payment Date"), to holders of record as of the opening of business on the February 1, May 1, August 1 or November 1 next preceding the Series A Distribution Payment Date, in each case, when, as, and if declared by the General Partner out of legally available funds for such purpose. Distributions on the Series A Preferred Units will be paid out of Available Cash with respect to the quarter immediately preceding the applicable Series A Distribution Payment Date.

No distribution may be declared or paid or set apart for payment on any junior securities (other than a distribution payable solely in junior securities) unless full cumulative distributions have been or contemporaneously are being paid or provided for on all outstanding Series A Preferred Units and any parity securities through the most recent respective distribution periods.

The distribution rate for the Series A Preferred Units from and including the original issue date, but excluding, August 15, 2023 is 9.75% per annum of the $25.00 liquidation preference per Series A Preferred Unit (equal to $2.4375 per Series A Preferred Unit per annum). On and after August 15, 2023, distributions on the Series A Preferred Units will accumulate for each distribution period at a percentage of the $25.00 liquidation preference equal to an annual floating rate of the three-month LIBOR plus a spread of 6.774% per annum.

Series B Preferred Units

On March 24, 2021, we issued 3,000,000 9.50% Series B Fixed Rate Cumulative Redeemable Perpetual Preferred Units representing limited partner interests in us (the "Series B Preferred Units") at a price of $25.00 per Series B Preferred Unit.

Distributions on the Series B Preferred Units are cumulative from March 24, 2021, the original issue date of the Series B Original Issue Date and payable quarterly in arrears on February 15, May 15, August 15 and November 15 of each year (each, a "Series B Distribution Payment Date"), commencing on May 15, 2021, to holders of record as of the opening of business on the February 1, May 1, August 1 or November 1 next preceding the Series B Distribution Payment Date, in each case, when, as, and if declared by the General Partner out of legally available funds for such purpose. Distributions on the Series B Preferred Units will be paid out of Available Cash with respect to the quarter immediately preceding the applicable Series B Distribution Payment Date.

No distribution may be declared or paid or set apart for payment on any junior securities (other than a distribution payable solely in junior securities) unless full cumulative distributions have been or contemporaneously are being paid or provided for on all outstanding Series B Preferred Units and any parity securities through the most recent respective distribution periods.

The distribution rate for the Series B Preferred Units is 9.50% per annum of the $25.00 liquidation preference per Series B Preferred Unit (equal to $2.375 per Series B Preferred Unit per annum).

Equity Compensation Plan

The equity compensation plan information required by Item 201(d) of Regulation S-K in response to this item is incorporated by reference from Part III, Item 12, "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters—Equity Compensation Plan Table."

Recent Sales of Unregistered Securities

None.

Issuer Purchases of Equity Securities

We did not repurchase any of our common units during the quarter ended December 31, 2021.

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of financial condition and results of operations of Global Partners LP should be read in conjunction with the historical consolidated financial statements of Global Partners LP and the notes thereto included elsewhere in this report.

This section generally discusses 2021 and 2020 items and year-to-year comparisons between 2021 and 2020. Discussions of 2019 items and year-to-year comparisons between 2020 and 2019 that are not included in this Form 10-K can be found in "Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2020.

Overview

We are a master limited partnership formed in March 2005. We own, control or have access to one of the largest terminal networks of refined petroleum products and renewable fuels in Massachusetts, Maine, Connecticut, Vermont, New Hampshire, Rhode Island, New York, New Jersey and Pennsylvania (collectively, the "Northeast"). We are one of the region's largest independent owners, suppliers and operators of gasoline stations and convenience stores. As of December 31, 2021, we had a portfolio of 1,595 owned, leased and/or supplied gasoline stations, including 295 directly operated convenience stores, primarily in the Northeast. We are also one of the largest distributors of gasoline, distillates, residual oil and renewable fuels to wholesalers, retailers and commercial customers in the New England states and New York. We engage in the purchasing, selling, gathering, blending, storing and logistics of transporting petroleum and related products, including gasoline and gasoline blendstocks (such as ethanol), distillates (such as home heating oil, diesel and kerosene), residual oil, renewable fuels, crude oil and propane and in the transportation of petroleum products and renewable fuels by rail from the mid-continent region of the United States and Canada.

Collectively, we sold approximately $12.7 billion of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil for the year ended December 31, 2021. In addition, we had other revenues of approximately $0.5 billion for the year ended December 31, 2021 from convenience store and prepared food sales at our directly operated stores, rental income from dealer leased and commissioned agent leased gasoline stations and from cobranding arrangements, and sundries.

We base our pricing on spot prices, fixed prices or indexed prices and routinely use the New York Mercantile Exchange ("NYMEX"), Chicago Mercantile Exchange ("CME") and Intercontinental Exchange ("ICE") or other counterparties to hedge the risk inherent in buying and selling commodities. Through the use of regulated exchanges or derivatives, we seek to maintain a position that is substantially balanced between purchased volumes and sales volumes or future delivery obligations.

Our Perspective on Global and the COVID-19 Pandemic

Overview

The COVID-19 pandemic continues to make its presence felt at home, in the office workplace, at our retail sites and terminal locations and in the global supply chain. We remain active in responding to the challenges posed by the COVID-19 pandemic and continue to provide essential products and services while prioritizing the safety of our employees, customers and vendors in the communities where we operate.

The COVID-19 pandemic resulted in an economic downturn, restricted travel to, from and within the states in which we conduct our businesses, and in decreases in the demand for gasoline and convenience store products. Social distancing guidelines and directives limiting food operations at our convenience stores contributed to a reduction in in-store traffic and sales. The demand for diesel fuel was similarly (but not as drastically) impacted. While market conditions have improved, the pandemic continues to impact our operations and financial performance. We remain well positioned to pivot and address directives from federal, state and municipal authorities designed to mitigate the spread of the COVID-19 pandemic and promote the continuing economic recovery. However, uncertainties surrounding the duration of the COVID-19 pandemic and demand at the pump, inside our stores and at our terminals remain.

Moving Forward – Our Perspective

The extent to which the COVID-19 pandemic may continue to affect our operating results remains uncertain. The COVID-19 pandemic has had, and may continue to have, material adverse consequences for general economic, financial and business conditions, and could materially and adversely affect our business, financial condition and results of operations and those of our customers, suppliers and other counterparties.

Our inventory management is dependent on the use of hedging instruments which are managed based on the structure of the forward pricing curve. Daily market changes may impact periodic results due to the point-in-time valuation of these positions. Volatility in the oil markets resulting from COVID-19 and geopolitical events may impact our results.

Business operations today reflect changes which may remain for an indefinite period of time. In these uncertain times and volatile markets, we believe that we are operationally nimble and that our portfolio of assets may continue to provide us with opportunities.

Recent Developments

Acquisitions—On February 1, 2022, we acquired substantially all of the retail motor fuel assets in Virginia and North Carolina from Miller Oil Co., Inc. The acquisition includes 21 company-operated Miller's Neighborhood Market convenience stores and 2 fuel sites that are either owned or leased, including lessee dealer and commissioned agent locations, all located in Virginia, and 34 fuel supply only sites, primarily in Virginia.

On January 25, 2022, we acquired substantially all of the assets from Connecticut-based Consumers Petroleum of Connecticut, Incorporated. The acquisition includes 26 company-owned Wheels convenience stores and related fuel operations located in Connecticut (after the disposition of one site pursuant to the terms of the Federal Trade Commission's consent order) and 22 fuel-supply only sites located in Connecticut and New York. The purchase price, subject to post-closing adjustments, was approximately $151.0 million. The acquisition was funded with borrowings under our revolving credit facility.

Revere Terminal Purchase and Sale Agreement—On November 24, 2021, we entered into a Purchase and Sale Agreement (the "Purchase Agreement") with Revere MA Owner LLC (the "Revere Buyer") pursuant to which the Revere Buyer will acquire our terminal located on Boston Harbor in Revere, Massachusetts (the "Revere Terminal") for a purchase price of $150.0 million in cash. Pursuant to the terms of the purchase agreement we entered into with the Initial Seller in 2015 to acquire the Revere Terminal, the Initial Seller will receive a portion of the net proceeds that we will receive from the sale of the Revere Terminal. We estimate that proceeds to us from the sale of the Revere Terminal after closing costs and consideration of amounts due to the Initial Seller will be in excess of $100.0 million. In connection with closing under the Purchase Agreement, we will enter into a leaseback agreement with the Revere Buyer pursuant to which we will lease back key infrastructure at the Revere Terminal, including certain tanks, dock access rights, and loading rack infrastructure, to allow us to continue business operations at the Revere Terminal post-closing. The disposition is expected to close in the first half of 2022 and is subject to customary closing conditions.

Amended Credit Agreement—On May 5, 2021, we and certain of our subsidiaries entered into the fifth amendment to third amended and restated credit agreement which, among other things, increased the total aggregate commitment to $1.25 billion and extended the maturity date to May 6, 2024. On November 29, 2021, we and certain of our subsidiaries agreed with the lenders to increase the working capital revolving credit facility in an amount equal to $100.0 million, which increased the total available commitments under the credit agreement to $1.35 billion.

Series B Preferred Unit Offering—On March 24, 2021, we issued 3,000,000 9.50% of the Series B Preferred Units at a price of $25.00 per Series B Preferred Unit. Distributions on the Series B Preferred Units are payable quarterly and are cumulative from and including the date of original issue at a fixed rate of 9.50% per annum of the stated liquidation preference of $25.00. We used the proceeds, net of underwriting discount and expenses, of $72.2 million to reduce indebtedness under our credit agreement.

2020 Event

2029 Notes Offering and 2023 Notes Redemption—On October 7, 2020, we and GLP Finance Corp. (the "Issuers") issued $350.0 million aggregate principal amount of 6.875% senior notes due 2029 (the "2029 Notes") to several initial purchasers (the "2029 Notes Initial Purchasers") in a private placement exempt from the registration requirements under the Securities Act of 1933, as amended (the "Securities Act"). We used the net proceeds from the offering to fund the redemption of our 7.00% senior notes due 2023 (the "2023 Notes") and to repay a portion of the borrowings outstanding under our credit agreement. The redemption of the 2023 Notes occurred on October 23, 2020. Please read "—Liquidity and Capital Resources—Senior Notes" for additional information on the 2029 Notes.

Operating Segments

We purchase refined petroleum products, gasoline blendstocks, renewable fuels and crude oil primarily from domestic and foreign refiners and ethanol producers, crude oil producers, major and independent oil companies and trading companies. We operate our businesses under three segments: (i) Wholesale, (ii) Gasoline Distribution and Station Operations ("GDSO") and (iii) Commercial.

Wholesale

In our Wholesale segment, we engage in the logistics of selling, gathering, blending, storing and transporting refined petroleum products, gasoline blendstocks, renewable fuels, crude oil and propane. We transport these products by railcars, barges, trucks and/or pipelines pursuant to spot or long-term contracts. From time to time, we aggregate crude oil by truck or pipeline in the mid-continent region of the United States and Canada, transport it by rail and ship it by barge to refiners. We sell home heating oil, branded and unbranded gasoline and gasoline blendstocks, diesel, kerosene and residual oil to home heating oil retailers and wholesale distributors. Generally, customers use their own vehicles or contract carriers to take delivery of the gasoline, distillates and propane at bulk terminals and inland storage facilities that we own or control or at which we have throughput or exchange arrangements. Ethanol is shipped primarily by rail and by barge.

In our Wholesale segment, we obtain Renewable Identification Numbers ("RIN") in connection with our purchase of ethanol which is used for bulk trading purposes or for blending with gasoline through our terminal system. A RIN is a renewable identification number associated with government-mandated renewable fuel standards. To evidence that the required volume of renewable fuel is blended with gasoline, obligated parties must retire sufficient RINs to cover their Renewable Volume Obligation ("RVO"). Our U.S. Environmental Protection Agency ("EPA") obligations relative to renewable fuel reporting are comprised of foreign gasoline and diesel that we may import and blending operations at certain facilities.

Gasoline Distribution and Station Operations

In our GDSO segment, gasoline distribution includes sales of branded and unbranded gasoline to gasoline station operators and sub-jobbers. Station operations include (i) convenience store and prepared food sales, (ii) rental income from gasoline stations leased to dealers, from commissioned agents and from cobranding arrangements and (iii) sundries (such as car wash sales and lottery and ATM commissions).

As of December 31, 2021, we had a portfolio of owned, leased and/or supplied gasoline stations, primarily in the

Northeast, that consisted of the following:

Company operated	295
Commissioned agents	293
Lessee dealers	201
Contract dealers	806
Total	1,595

At our company-operated stores, we operate the gasoline stations and convenience stores with our employees, and we set the retail price of gasoline at the station. At commissioned agent locations, we own the gasoline inventory, and we set the retail price of gasoline at the station and pay the commissioned agent a fee related to the gallons sold. We receive rental income from commissioned agent leased gasoline stations for the leasing of the convenience store premises, repair bays and/or other businesses that may be conducted by the commissioned agent. At dealer-leased locations, the dealer purchases gasoline from us, and the dealer sets the retail price of gasoline at the dealer's station. We also receive rental income from (i) dealer-leased gasoline stations and (ii) cobranding arrangements. We also supply gasoline to locations owned and/or leased by independent contract dealers. Additionally, we have contractual relationships with distributors in certain New England states pursuant to which we source and supply these distributors' gasoline stations with ExxonMobil-branded gasoline.

Commercial

In our Commercial segment, we include sales and deliveries to end user customers in the public sector and to large commercial and industrial end users of unbranded gasoline, home heating oil, diesel, kerosene, residual oil and bunker fuel. In the case of public sector commercial and industrial end user customers, we sell products primarily either through a competitive bidding process or through contracts of various terms. We respond to publicly issued requests for product proposals and quotes. We generally arrange for the delivery of the product to the customer's designated location. Our Commercial segment also includes sales of custom blended fuels delivered by barges or from a terminal dock to ships through bunkering activity.

Seasonality

Due to the nature of our businesses and our reliance, in part, on consumer travel and spending patterns, we may experience more demand for gasoline during the late spring and summer months than during the fall and winter months. Travel and recreational activities are typically higher in these months in the geographic areas in which we operate, increasing the demand for gasoline. Therefore, our volumes in gasoline are typically higher in the second and third quarters of the calendar year. However, the COVID-19 pandemic has had a negative impact on gasoline demand and the extent and duration of that impact remains uncertain. As demand for some of our refined petroleum products, specifically home heating oil and residual oil for space heating purposes, is generally greater during the winter months, heating oil and residual oil volumes are generally higher during the first and fourth quarters of the calendar year. These factors may result in fluctuations in our quarterly operating results.

Outlook

This section identifies certain risks and certain economic or industry-wide factors, in addition to those described under "—Our Perspective on Global and the COVID-19 Pandemic," that may affect our financial performance and results of operations in the future, both in the short-term and in the long-term. Our results of operations and financial condition depend, in part, upon the following:

- *Our businesses are influenced by the overall markets for refined petroleum products, gasoline blendstocks, renewable fuels, crude oil and propane and increases and/or decreases in the prices of these products may adversely impact our financial condition, results of operations and cash available for distribution to our unitholders and the amount of borrowing available for working capital under our credit agreement.* Results from our purchasing, storing, terminalling, transporting, selling and blending operations are influenced by prices for refined petroleum products, gasoline blendstocks, renewable fuels, crude oil and

propane, price volatility and the market for such products. Prices in the overall markets for these products may affect our financial condition, results of operations and cash available for distribution to our unitholders. Our margins can be significantly impacted by the forward product pricing curve, often referred to as the futures market. We typically hedge our exposure to petroleum product and renewable fuel price moves with futures contracts and, to a lesser extent, swaps. In markets where future prices are higher than current prices, referred to as contango, we may use our storage capacity to improve our margins by storing products we have purchased at lower prices in the current market for delivery to customers at higher prices in the future. In markets where future prices are lower than current prices, referred to as backwardation, inventories can depreciate in value and hedging costs are more expensive. For this reason, in these backward markets, we attempt to reduce our inventories in order to minimize these effects. Our inventory management is dependent on the use of hedging instruments which are managed based on the structure of the forward pricing curve. Daily market changes may impact periodic results due to the point-in-time valuation of these positions. Volatility in oil markets may impact our results. When prices for the products we sell rise, some of our customers may have insufficient credit to purchase supply from us at their historical purchase volumes, and their customers, in turn, may adopt conservation measures which reduce consumption, thereby reducing demand for product. Furthermore, when prices increase rapidly and dramatically, we may be unable to promptly pass our additional costs on to our customers, resulting in lower margins which could adversely affect our results of operations. Higher prices for the products we sell may (1) diminish our access to trade credit support and/or cause it to become more expensive and (2) decrease the amount of borrowings available for working capital under our credit agreement as a result of total available commitments, borrowing base limitations and advance rates thereunder. When prices for the products we sell decline, our exposure to risk of loss in the event of nonperformance by our customers of our forward contracts may be increased as they and/or their customers may breach their contracts and purchase the products we sell at the then lower market price from a competitor.

- *We commit substantial resources to pursuing acquisitions and expending capital for growth projects, although there is no certainty that we will successfully complete any acquisitions or growth projects or receive the economic results we anticipate from completed acquisitions or growth projects.* We are continuously engaged in discussions with potential sellers and lessors of existing (or suitable for development) terminalling, storage, logistics and/or marketing assets, including gasoline stations, convenience stores and related businesses, and also consider organic growth projects. Our growth largely depends on our ability to make accretive acquisitions and/or accretive development projects. We may be unable to execute such accretive transactions for a number of reasons, including the following: (1) we are unable to identify attractive transaction candidates or negotiate acceptable terms; (2) we are unable to obtain financing for such transactions on economically acceptable terms; or (3) we are outbid by competitors. Many of these transactions involve numerous regulatory, environmental, commercial and legal uncertainties beyond our control. Required approvals, permits and licenses may not be obtained, may be delayed or may be obtained with conditions that materially alter the expected return associated with the underlying projects. In addition, we may consummate transactions that we believe will be accretive but that ultimately may not be accretive. If any of these events were to occur, our future growth and ability to increase or maintain distributions on our common units could be limited. We can give no assurance that our transaction efforts will be successful or that any such efforts will be completed on terms that are favorable to us.

- *The condition of credit markets may adversely affect our liquidity.* In the past, world financial markets experienced a severe reduction in the availability of credit. Possible negative impacts in the future could include a decrease in the availability of borrowings under our credit agreement, increased counterparty credit risk on our derivatives contracts and our contractual counterparties could require us to provide collateral. In addition, we could experience a tightening of trade credit from our suppliers.

- *We depend upon marine, pipeline, rail and truck transportation services for a substantial portion of our logistics activities in transporting the products we sell. Implementation of regulations and directives related to these aforementioned services as well as disruption in any of these transportation services could have an adverse effect on our financial condition, results of operations and cash available for distribution*

to our unitholders. Hurricanes, flooding and other severe weather conditions could cause a disruption in the transportation services we depend upon and could affect the flow of service. In addition, accidents, labor disputes between providers and their employees and labor renegotiations, including strikes, lockouts or a work stoppage, shortage of railcars, trucks and barges, mechanical difficulties or bottlenecks and disruptions in transportation logistics could also disrupt our business operations. These events could result in service disruptions and increased costs which could also adversely affect our financial condition, results of operations and cash available for distribution to our unitholders. Other disruptions, such as those due to an act of terrorism or war, could also adversely affect our businesses.

- *We have contractual obligations for certain transportation assets such as railcars, barges and pipelines.* A decline in demand for (i) the products we sell or (ii) our logistics activities, could result in a decrease in the utilization of our transportation assets, which could negatively impact our financial condition, results of operations and cash available for distribution to our unitholders.

- *Our gasoline financial results in our GDSO segment can be lower in the first and fourth quarters of the calendar year due to seasonal fluctuations in demand.* Due to the nature of our businesses and our reliance, in part, on consumer travel and spending patterns, we may experience more demand for gasoline during the late spring and summer months than during the fall and winter months. Travel and recreational activities are typically higher in these months in the geographic areas in which we operate, increasing the demand for gasoline. Therefore, our results of operations in gasoline can be lower in the first and fourth quarters of the calendar year. The COVID-19 pandemic has had a negative impact on gasoline demand and in-store traffic, and the extent and duration of that impact remains uncertain.

- *Our heating oil and residual oil financial results can be lower in the second and third quarters of the calendar year.* Demand for some refined petroleum products, specifically home heating oil and residual oil for space heating purposes, is generally higher during November through March than during April through October. We obtain a significant portion of these sales during the winter months.

- *Warmer weather conditions could adversely affect our results of operations and financial condition.* Weather conditions generally have an impact on the demand for both home heating oil and residual oil. Because we supply distributors whose customers depend on home heating oil and residual oil for space heating purposes during the winter, warmer-than-normal temperatures during the first and fourth calendar quarters can decrease the total volume we sell and the gross profit realized on those sales.

- *Our gasoline, convenience store and prepared food sales could be significantly reduced by a reduction in demand due to the impact of COVID-19, higher prices and new technologies and alternative fuel sources, such as electric, hybrid, battery powered, hydrogen or other alternative fuel-powered motor vehicles.* Technological advances and alternative fuel sources, such as electric, hybrid, battery powered, hydrogen or other alternative fuel-powered motor vehicles, may adversely affect the demand for gasoline. We could face additional competition from alternative energy sources as a result of future government-mandated controls or regulations which promote the use of alternative fuel sources. A number of new legal incentives and regulatory requirements, and executive initiatives, including various government subsidies including the extension of certain tax credits for renewable energy, have made these alternative forms of energy more competitive. Changing consumer preferences or driving habits could lead to new forms of fueling destinations or potentially fewer customer visits to our sites, resulting in a decrease in gasoline sales and/or sales of food, sundries and other on-site services. In addition, higher prices could reduce the demand for gasoline and the products and services we offer at our convenience stores and adversely impact our sales. A reduction in our sales could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

- *Energy efficiency, higher prices, new technology and alternative fuels could reduce demand for our heating oil and residual oil.* Increased conservation and technological advances have adversely affected the demand for home heating oil and residual oil. Consumption of residual oil has steadily declined over the last four decades. We could face additional competition from alternative energy sources as a result of future

government-mandated controls or regulations further promoting the use of cleaner fuels. End users who are dual-fuel users have the ability to switch between residual oil and natural gas. Other end users may elect to convert to natural gas. During a period of increasing residual oil prices relative to the prices of natural gas, dual-fuel customers may switch and other end users may convert to natural gas. During periods of increasing home heating oil prices relative to the price of natural gas, residential users of home heating oil may also convert to natural gas. As described above, such switching or conversion could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

- *Changes in government usage mandates and tax credits could adversely affect the availability and pricing of ethanol and renewable fuels, which could negatively impact our sales.* The EPA has implemented a RFS pursuant to the Energy Policy Act of 2005 and the Energy Independence and Security Act of 2007. The RFS program seeks to promote the incorporation of renewable fuels in the nation's fuel supply and, to that end, sets annual quotas for the quantity of renewable fuels (such as ethanol) that must be blended into transportation fuels consumed in the United States. A RIN is assigned to each gallon of renewable fuel produced in or imported into the United States. We are exposed to volatility in the market price of RINs. We cannot predict the future prices of RINs. RIN prices are dependent upon a variety of factors, including EPA regulations related to the amount of RINs required and the total amounts that can be generated, the availability of RINs for purchase, the price at which RINs can be purchased, and levels of transportation fuels produced, all of which can vary significantly from quarter to quarter. If sufficient RINs are unavailable for purchase or if we have to pay a significantly higher price for RINs, or if we are otherwise unable to meet the EPA's RFS mandates, our results of operations and cash flows could be adversely affected. Future demand for ethanol will be largely dependent upon the economic incentives to blend based upon the relative value of gasoline and ethanol, taking into consideration the EPA's regulations on the RFS program and oxygenate blending requirements. A reduction or waiver of the RFS mandate or oxygenate blending requirements could adversely affect the availability and pricing of ethanol, which in turn could adversely affect our future gasoline and ethanol sales. In addition, changes in blending requirements or broadening the definition of what constitutes a renewable fuel could affect the price of RINs which could impact the magnitude of the mark-to-market liability recorded for the deficiency, if any, in our RIN position relative to our RVO at a point in time. Changes proposed by EPA for the renewable volume obligations may increase the cost to consumers for transportation fuel, which could result in a decline in demand for fuels and lower revenues for our business.

- *Governmental action and campaigns to discourage smoking and use of other products may have a material adverse effect on our revenues and gross profit.* Congress has given the FDA broad authority to regulate tobacco and nicotine products, and the FDA, states and some municipalities have enacted and are pursuing enaction of numerous regulations restricting the sale of such products. These governmental actions, as well as national, state and municipal campaigns to discourage smoking, tax increases, and imposition of regulations restricting the sale of flavored tobacco products, e-cigarettes and vapor products, have and could result in reduced consumption levels, higher costs which we may not be able to pass on to our customers, and reduced overall customer traffic. Also, increasing regulations related to and restricting the sale of flavored tobacco products, e-cigarettes and vapor products may offset some of the gains we have experienced from selling these types of products. These factors could materially affect the sale of this product mix which in turn could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

- *New, stricter environmental laws and other industry-related regulations or environmental litigation could significantly impact our operations and/or increase our costs, which could adversely affect our results of operations and financial condition.* Our operations are subject to federal, state and municipal laws and regulations regulating, among other matters, logistics activities, product quality specifications and other environmental matters. The trend in environmental regulation has been towards more restrictions and limitations on activities that may affect the environment over time. For example, President Biden signed an executive order calling for new or more stringent emissions standards for new, modified and existing oil and gas facilities. Our businesses may be adversely affected by increased costs and liabilities resulting from such stricter laws and regulations. We try to anticipate future regulatory requirements that might be

imposed and plan accordingly to remain in compliance with changing environmental laws and regulations and to minimize the costs of such compliance. Risks related to our environmental permits, including the risk of noncompliance, permit interpretation, permit modification, renewal of permits on less favorable terms, judicial or administrative challenges to permits by citizens groups or federal, state or municipal entities or permit revocation are inherent in the operation of our businesses, as it is with other companies engaged in similar businesses. We may not be able to renew the permits necessary for our operations, or we may be forced to accept terms in future permits that limit our operations or result in additional compliance costs. There can be no assurances as to the timing and type of such changes in existing laws or the promulgation of new laws or the amount of any required expenditures associated therewith. Climate change continues to attract considerable public and scientific attention. In recent years environmental interest groups have filed suit against companies in the energy industry related to climate change. Should such suits succeed, we could face additional compliance costs or litigation risks.

Results of Operations

Evaluating Our Results of Operations

Our management uses a variety of financial and operational measurements to analyze our performance. These measurements include: (1) product margin, (2) gross profit, (3) earnings before interest, taxes, depreciation and amortization (“EBITDA”) and Adjusted EBITDA, (4) distributable cash flow, (5) selling, general and administrative expenses (“SG&A”), (6) operating expenses and (7) degree days.

Product Margin

We view product margin as an important performance measure of the core profitability of our operations. We review product margin monthly for consistency and trend analysis. We define product margin as our product sales minus product costs. Product sales primarily include sales of unbranded and branded gasoline, distillates, residual oil, renewable fuels and crude oil, as well as convenience store and prepared food sales, gasoline station rental income and revenue generated from our logistics activities when we engage in the storage, transloading and shipment of products owned by others. Product costs include the cost of acquiring products and all associated costs including shipping and handling costs to bring such products to the point of sale as well as product costs related to convenience store items and costs associated with our logistics activities. We also look at product margin on a per unit basis (product margin divided by volume). Product margin is a non-GAAP financial measure used by management and external users of our consolidated financial statements to assess our business. Product margin should not be considered an alternative to net income, operating income, cash flow from operations, or any other measure of financial performance presented in accordance with GAAP. In addition, our product margin may not be comparable to product margin or a similarly titled measure of other companies.

Gross Profit

We define gross profit as our product margin minus terminal and gasoline station related depreciation expense allocated to cost of sales.

EBITDA and Adjusted EBITDA

EBITDA and Adjusted EBITDA are non-GAAP financial measures used as supplemental financial measures by management and may be used by external users of our consolidated financial statements, such as investors, commercial banks and research analysts, to assess:

- our compliance with certain financial covenants included in our debt agreements;
- our financial performance without regard to financing methods, capital structure, income taxes or historical cost basis;

- our ability to generate cash sufficient to pay interest on our indebtedness and to make distributions to our partners;
- our operating performance and return on invested capital as compared to those of other companies in the wholesale, marketing, storing and distribution of refined petroleum products, gasoline blendstocks, renewable fuels, crude oil and propane, and in the gasoline stations and convenience stores business, without regard to financing methods and capital structure; and
- the viability of acquisitions and capital expenditure projects and the overall rates of return of alternative investment opportunities.

Adjusted EBITDA is EBITDA further adjusted for gains or losses on the sale and disposition of assets and goodwill and long-lived asset impairment charges. EBITDA and Adjusted EBITDA should not be considered as alternatives to net income, operating income, cash flow from operating activities or any other measure of financial performance or liquidity presented in accordance with GAAP. EBITDA and Adjusted EBITDA exclude some, but not all, items that affect net income, and these measures may vary among other companies. Therefore, EBITDA and Adjusted EBITDA may not be comparable to similarly titled measures of other companies.

Distributable Cash Flow

Distributable cash flow is an important non-GAAP financial measure for our limited partners since it serves as an indicator of our success in providing a cash return on their investment. Distributable cash flow as defined by our partnership agreement is net income plus depreciation and amortization minus maintenance capital expenditures, as well as adjustments to eliminate items approved by the audit committee of the board of directors of our general partner that are extraordinary or non-recurring in nature and that would otherwise increase distributable cash flow.

Distributable cash flow as used in our partnership agreement also determines our ability to make cash distributions on our incentive distribution rights. The investment community also uses a distributable cash flow metric similar to the metric used in our partnership agreement with respect to publicly traded partnerships to indicate whether or not such partnerships have generated sufficient earnings on a current or historic level that can sustain distributions on preferred or common units or support an increase in quarterly cash distributions on common units. Our partnership agreement does not permit adjustments for certain non-cash items, such as net losses on the sale and disposition of assets and goodwill and long-lived asset impairment charges.

Distributable cash flow should not be considered as an alternative to net income, operating income, cash flow from operations, or any other measure of financial performance presented in accordance with GAAP. In addition, our distributable cash flow may not be comparable to distributable cash flow or similarly titled measures of other companies.

Selling, General and Administrative Expenses

Our SG&A expenses include, among other things, marketing costs, corporate overhead, employee salaries and benefits, pension and 401(k) plan expenses, discretionary bonuses, non-interest financing costs, professional fees and information technology expenses. Employee-related expenses including employee salaries, discretionary bonuses and related payroll taxes, benefits, and pension and 401(k) plan expenses are paid by our general partner which, in turn, are reimbursed for these expenses by us.

Operating Expenses

Operating expenses are costs associated with the operation of the terminals, transload facilities and gasoline stations and convenience stores used in our businesses. Lease payments, maintenance and repair, property taxes, utilities, credit card fees, taxes, labor and labor-related expenses comprise the most significant portion of our operating expenses. While the majority of these expenses remains relatively stable, independent of the volumes through our system, they can fluctuate depending on the activities performed during a specific period. In addition, they can be impacted by new directives issued by federal, state and local governments.

Degree Days

A "degree day" is an industry measurement of temperature designed to evaluate energy demand and consumption. Degree days are based on how far the average temperature departs from a human comfort level of 65°F. Each degree of temperature above 65°F is counted as one cooling degree day, and each degree of temperature below 65°F is counted as one heating degree day. Degree days are accumulated each day over the course of a year and can be compared to a monthly or a long-term (multi-year) average, or normal, to see if a month or a year was warmer or cooler than usual. Degree days are officially observed by the National Weather Service and officially archived by the National Climatic Data Center. For purposes of evaluating our results of operations, we use the normal heating degree day amount as reported by the National Weather Service at its Logan International Airport station in Boston, Massachusetts.

Key Performance Indicators

The following table provides a summary of some of the key performance indicators that may be used to assess our results of operations. These comparisons are not necessarily indicative of future results (gallons and dollars in thousands):

	Year Ended December 31,		
	2021	2020	2019
Net income attributable to Global Partners LP	$ 60,796	$ 102,210	$ 35,867
EBITDA (1)(3)(4)	$ 244,459	$ 285,529	$ 234,374
Adjusted EBITDA (1)(3)(4)	$ 244,333	$ 287,731	$ 233,666
Distributable cash flow (2)(3)(4)(5)	$ 120,750	$ 156,392	$ 95,713
Wholesale Segment: (6)			
Volume (gallons)	3,667,211	3,899,035	4,539,335
Sales			
Gasoline and gasoline blendstocks	$ 5,357,128	$ 3,243,676	$ 5,897,458
Other oils and related products (7)	2,465,232	1,625,600	2,125,776
Crude oil (8)	61,776	84,046	96,419
Total	$ 7,884,136	$ 4,953,322	$ 8,119,653
Product margin			
Gasoline and gasoline blendstocks	$ 86,289	$ 101,806	$ 86,661
Other oils and related products (7)	65,429	84,927	53,384
Crude oil (8)	(12,845)	(672)	(13,047)
Total	$ 138,873	$ 186,061	$ 126,998
Gasoline Distribution and Station Operations Segment:			
Volume (gallons)	1,546,459	1,360,252	1,622,122
Sales			
Gasoline	$ 4,137,969	$ 2,545,616	$ 3,806,892
Station operations (9)	476,405	431,041	466,761
Total	$ 4,614,374	$ 2,976,657	$ 4,273,653
Product margin			
Gasoline	$ 413,756	$ 398,016	$ 374,550
Station operations (9)	233,881	205,926	225,078
Total	$ 647,637	$ 603,942	$ 599,628
Commercial Segment: (6)			
Volume (gallons)	369,956	268,989	358,041
Sales	$ 749,767	$ 391,620	$ 688,424
Product margin	$ 15,604	$ 12,279	$ 24,061
Combined sales and product margin:			
Sales	$ 13,248,277	$ 8,321,599	$ 13,081,730
Product margin (10)	$ 802,114	$ 802,282	$ 750,687
Depreciation allocated to cost of sales	(82,851)	(81,144)	(87,930)
Combined gross profit	$ 719,263	$ 721,138	$ 662,757
GDSO portfolio as of December 31, 2021, 2020 and 2019:			
Company operated	295	277	289
Commissioned agents	293	273	258
Lessee dealers	201	208	216
Contract dealers	806	790	788
Total GDSO portfolio	1,595	1,548	1,551

	Year Ended December 31,		
	2021	2020	2019
Weather conditions:			
Normal heating degree days	5,630	5,630	5,630
Actual heating degree days	4,870	5,029	5,152
Variance from normal heating degree days	(13)%	(11)%	(8)%
Variance from prior period actual heating degree days	(3)%	(2)%	(4)%

(1) EBITDA and Adjusted EBITDA are non-GAAP financial measures which are discussed above under "—Evaluating Our Results of Operations." The table below presents reconciliations of EBITDA and Adjusted EBITDA to the most directly comparable GAAP financial measures.
(2) Distributable cash flow is a non-GAAP financial measure which is discussed above under "—Evaluating Our Results of Operations." As defined by our partnership agreement, distributable cash flow is not adjusted for certain non-cash items, such as net losses on the sale and disposition of assets and goodwill and long-lived asset impairment charges. The table below presents reconciliations of distributable cash flow to the most directly comparable GAAP financial measures.
(3) EBITDA, Adjusted EBITDA and distributable cash flow for 2021 include a $6.6 million expense for compensation and benefits resulting from the passing of our general counsel in May of 2021 and $3.1 million expense for compensation resulting from the retirement of our former chief financial officer in August of 2021. The $6.6 million expense relates to contractual commitments including the acceleration of grants previously awarded as well as a discretionary award in recognition of service.
(4) EBITDA, Adjusted EBITDA and distributable cash flow includes a loss on early extinguishment of debt of $7.2 million in 2020 related to the 2023 Notes and $13.1 million in 2019 related to the 2022 Notes (defined below).
(5) Distributable cash flow for 2020 includes a $6.3 million income tax benefit related to the CARES Act net operating loss carryback provisions.
(6) Segment reporting results for 2020 and 2019 have been reclassified between our Wholesale and Commercial segments to conform to our current presentation.
(7) Other oils and related products primarily consist of distillates and residual oil.
(8) Crude oil consists of our crude oil sales and revenue from our logistics activities.
(9) Station operations consist of convenience store and prepared food sales, rental income and sundries.
(10) Product margin is a non-GAAP financial measure which is discussed above under "—Evaluating Our Results of Operations." The table above includes a reconciliation of product margin on a combined basis to gross profit, a directly comparable GAAP measure.

The following table presents reconciliations of EBITDA and Adjusted EBITDA to the most directly comparable GAAP financial measures on a historical basis (in thousands):

	Year Ended December 31,		
	2021	2020	2019
Reconciliation of net income to EBITDA and Adjusted EBITDA:			
Net income	$ 60,796	$ 101,682	$ 35,178
Net loss attributable to noncontrolling interest	—	528	689
Net income attributable to Global Partners LP	60,796	102,210	35,867
Depreciation and amortization	102,241	99,899	107,557
Interest expense	80,086	83,539	89,856
Income tax expense (benefit)	1,336	(119)	1,094
EBITDA (1)	244,459	285,529	234,374
Net (gain) loss on sale and disposition of assets	(506)	275	(2,730)
Long-lived asset impairment	380	1,927	2,022
Adjusted EBITDA (1)	$ 244,333	$ 287,731	$ 233,666
Reconciliation of net cash provided by operating activities to EBITDA and Adjusted EBITDA:			
Net cash provided by operating activities	$ 50,218	$ 312,526	$ 94,402
Net changes in operating assets and liabilities and certain non-cash items	112,819	(110,709)	48,968
Net cash from operating activities and changes in operating assets and liabilities attributable to noncontrolling interest	—	292	54
Interest expense	80,086	83,539	89,856
Income tax expense (benefit)	1,336	(119)	1,094
EBITDA (1)	244,459	285,529	234,374
Net (gain) loss on sale and disposition of assets	(506)	275	(2,730)
Long-lived asset impairment	380	1,927	2,022
Adjusted EBITDA (1)	$ 244,333	$ 287,731	$ 233,666

(1) EBITDA and Adjusted EBITDA for 2021 include a $6.6 million expense for compensation and benefits resulting from the passing of our general counsel in May of 2021 and $3.1 million expense for compensation resulting from the retirement of our former chief financial officer in August of 2021. The $6.6 million expense relates to contractual commitments including the acceleration of grants previously awarded as well as a discretionary award in recognition of service. EBITDA and Adjusted EBITDA include a loss on early extinguishment of debt of $7.2 million in 2020 related to the 2023 Notes and $13.1 million in 2019 related to the 2022 Notes (defined below).

The following table presents reconciliations of distributable cash flow to the most directly comparable GAAP financial measures on a historical basis (in thousands):

	Year Ended December 31,		
	2021	2020	2019
Reconciliation of net income to distributable cash flow:			
Net income	$ 60,796	$ 101,682	$ 35,178
Net loss attributable to noncontrolling interest	—	528	689
Net income attributable to Global Partners LP	60,796	102,210	35,867
Depreciation and amortization	102,241	99,899	107,557
Amortization of deferred financing fees	5,031	5,241	5,940
Amortization of routine bank refinancing fees	(4,064)	(3,970)	(3,754)
Maintenance capital expenditures	(43,254)	(46,988)	(49,897)
Distributable cash flow (1)(2)(3)	120,750	156,392	95,713
Distributions to preferred unitholders (4)	(12,209)	(6,728)	(6,728)
Distributable cash flow after distributions to preferred unitholders	$ 108,541	$ 149,664	$ 88,985
Reconciliation of net cash provided by operating activities to distributable cash flow:			
Net cash provided by operating activities	$ 50,218	$ 312,526	$ 94,402
Net changes in operating assets and liabilities and certain non-cash items	112,819	(110,709)	48,968
Net cash from operating activities and changes in operating assets and liabilities attributable to noncontrolling interest	—	292	54
Amortization of deferred financing fees	5,031	5,241	5,940
Amortization of routine bank refinancing fees	(4,064)	(3,970)	(3,754)
Maintenance capital expenditures	(43,254)	(46,988)	(49,897)
Distributable cash flow (1)(2)(3)	120,750	156,392	95,713
Distributions to preferred unitholders (4)	(12,209)	(6,728)	(6,728)
Distributable cash flow after distributions to preferred unitholders	$ 108,541	$ 149,664	$ 88,985

(1) Distributable cash flow is a non-GAAP financial measure which is discussed above under "—Evaluating Our Results of Operations." As defined by our partnership agreement, distributable cash flow is not adjusted for certain non-cash items, such as net losses on the sale and disposition of assets and goodwill and long-lived asset impairment charges.

(2) Distributable cash flow for 2021 includes a $6.6 million expense for compensation and benefits resulting from the passing of our general counsel in May of 2021 and $3.1 million expense for compensation resulting from the retirement of our former chief financial officer in August of 2021. The $6.6 million expense relates to contractual commitments including the acceleration of grants previously awarded as well as a discretionary award in recognition of service. Distributable cash flow includes a loss on early extinguishment of debt of $7.2 million in 2020 related to the 2023 Notes and $13.1 million in 2019 related to the 2022 Notes (defined below).

(3) Distributable cash flow for 2020 includes a 6.3 million income tax benefit related to the CARES Act net operating loss carryback provisions.

(4) Distributions to preferred unitholders represent the distributions payable to the Series A preferred unitholders and the Series B preferred unitholders earned during the period. These distributions are cumulative and payable quarterly in arrears on February 15, May 15, August 15 and November 15 of each year.

Results of Operations

Consolidated Sales

Our total sales were $13.2 billion and $8.3 billion for 2021 and 2020, respectively, an increase of $4.9 billion, or 59%, primarily due to an increase in prices. Our aggregate volume of product sold was 5.6 billion gallons and 5.5 billion gallons for 2021 and 2020, respectively, increasing 55 million gallons consisting of increases of 186 million gallons and 101 million gallons in our GDSO and Commercial segments, respectively, offset by a decrease of 232 million gallons in our Wholesale segment due to a decline in gasoline and gasoline blendstocks and crude oil, partially offset by an increase in other oils and related products.

Our total sales were $8.3 billion and $13.1 billion for 2020 and 2019, respectively, a decrease of $4.8 billion, or 36%, due to decreases in prices and volume sold. Our aggregate volume of product sold was 5.5 billion gallons and

6.5 billion gallons for 2020 and 2019, respectively, a decrease of 1.0 billion gallons in part due to the impact of the COVID-19 pandemic. The decrease in volume sold includes a decrease of 640 million gallons in our Wholesale segment due to a decline in gasoline and gasoline blendstocks, partially offset by increased volume in other oils and related products and crude oil, and decreases of 262 million gallons in our GDSO segment and 89 million gallons in our Commercial segment.

Gross Profit

Our gross profit was $719.3 million and $721.1 million for 2021 and 2020, respectively, a decrease of $1.8 million, primarily due to less favorable market conditions in our Wholesale segment during the second quarter of 2021. Lower fuel margin (cents per gallon) in our GDSO segment also contributed to the year-over-year decrease in gross profit, partially offset by an increase in fuel volume and in station operations due to an increase in activity at our convenience stores.

Our gross profit was $721.1 million and $662.7 million for 2020 and 2019, respectively, an increase of $58.4 million, or 9%, primarily due to more favorable market conditions in our Wholesale segment and higher fuel margins (cents per gallon) in gasoline distribution in our GDSO segment which offset a decrease in GDSO fuel volume and a decrease in our station operations product margin. The increase in gross profit was offset by a decline in our Commercial segment largely due to a decrease in bunkering activity.

Results for Wholesale Segment

Gasoline and Gasoline Blendstocks. Sales from wholesale gasoline and gasoline blendstocks were $5.3 billion and $3.2 billion for 2021 and 2020, respectively, an increase of $2.1 billion, or 65%, primarily due to an increase in prices, partially offset by a decline in volume sold. Our gasoline and gasoline blendstocks product margin was $86.3 million and $101.8 million for 2021 and 2020, respectively, a decrease of $15.5 million, or 15%, primarily due to less favorable market conditions in gasoline. During the second quarter of 2020, there was a significant recovery in the supply/demand imbalance that occurred at the end of the first quarter of 2020 caused by the COVID-19 pandemic related demand destruction and geopolitical events. The forward product pricing curve flattened during the second quarter of 2020 which positively impacted our product margins.

Sales from wholesale gasoline and gasoline blendstocks were $3.2 billion and $5.9 billion for 2020 and 2019, respectively, a decrease of $2.7 billion, or 45%, due to decreases in prices and volume sold. Our gasoline and gasoline blendstocks product margin was $101.8 million and $86.7 million for 2020 and 2019, respectively, an increase of $15.1 million, or 17%. During the second quarter of 2020, there was a significant recovery in the supply/demand imbalance at the end of the first quarter. The forward product pricing curve flattened which positively impacted our product margins. Our product margin also benefitted due to more favorable market conditions in gasoline in the fourth quarter of 2020 compared to the same period in 2019 which was negatively impacted due to unfavorable market conditions. In the first quarter of 2020, the COVID-19 pandemic and the price war between Saudi Arabia and Russia caused a rapid decline in prices, steepening the forward product pricing curve which negatively impacted our product margin in gasoline.

Other Oils and Related Products. Sales from other oils and related products were $2.5 billion and $1.6 billion for 2021 and 2020, respectively, an increase of $0.9 billion, or 56%, primarily due to an increase in prices. Our product margin from other oils and related products was $65.4 million and $84.9 million for 2021 and 2020, respectively, a decrease of $19.5 million, or 23%, primarily due to less favorable market conditions. During the second quarter of 2020, there was a significant recovery in the supply/demand imbalance that occurred at the end of the first quarter of 2020 caused by the COVID-19 pandemic related demand destruction and geopolitical events. The forward product pricing curve flattened during the second quarter of 2020 which positively impacted our product margins.

Sales from other oils and related products (primarily distillates and residual oil) were $1.6 billion and $2.1 billion for 2020 and 2019, respectively, a decrease of $0.5 billion, or 24%, in part due to a decline in prices, partially offset by an increase in volume sold. Our product margin from other oils and related products was $84.9 million and $53.4 million and for 2020 and 2019, respectively, an increase of $31.5 million, or 59%. During the second quarter

of 2020, there was a significant recovery in the supply/demand imbalance at the end of the first quarter. The forward product pricing curve flattened which positively impacted our product margins. Our product margin also benefitted from more favorable market conditions in the fourth quarter of 2020 compared to the same period in 2019, largely in distillates. In the first quarter of 2020, the COVID-19 pandemic and the price war between Saudi Arabia and Russia caused a rapid decline in prices, steepening the forward product pricing curve, which negatively impacted our product margins.

Crude Oil. Crude oil sales and logistics revenues were $61.8 million and $84.0 million for 2021 and 2020, respectively, a decrease of $22.2 million, or 26%, primarily due to a decrease in volume sold. Our crude oil product margin was ($12.8 million) and ($0.7 million) for 2021 and 2020, respectively, a decrease of $12.1 million, due to less favorable market conditions. Our crude oil product margin in 2020 benefitted from more favorable market conditions, largely in the second quarter including the flattening of the forward product pricing curve.

Crude oil sales and logistics revenues were $84.0 million and $96.4 million for 2020 and 2019, respectively, a decrease of $12.4 million, or 13%, primarily due to a decrease in prices, partially offset by an increase in volume sold. Our crude oil product margin was ($0.7 million) and ($13.0 million) for 2020 and 2019, respectively, an increase of $12.3 million, or 95%, primarily due to more favorable market conditions largely in the second quarter including the flattening of the forward product pricing curve.

Results for Gasoline Distribution and Station Operations Segment

Gasoline Distribution. Sales from gasoline distribution were $4.1 billion and $2.5 billion for 2021 and 2020, respectively, an increase of $1.6 billion, or 64%, due to increases in prices and volume sold. Our product margin from gasoline distribution was $413.7 million and $398.0 million for 2021 and 2020, respectively, an increase of $15.7 million, or 4%, primarily due to an increase in volume sold, partially offset by lower fuel margins (cents per gallon). Our product margin for 2021 was negatively impacted as wholesale gasoline prices rose during most of the year. Rising wholesale gasoline prices typically compress our gasoline product margin, the extent of which depends on the magnitude and duration of that rise. In contrast, for 2020, wholesale gasoline prices declined, primarily in March of 2020 due to the COVID-19 pandemic and geopolitical events, which improved our product margin.

Sales from gasoline distribution were $2.5 billion and $3.8 billion for 2020 and 2019, respectively, a decrease of $1.3 billion, or 34%, due to decreases in prices and volume sold largely due to the impact of the COVID-19 pandemic. Our product margin from gasoline distribution was $398.0 million and $374.5 million for 2020 and 2019, respectively, an increase of $23.5 million, or 6%, primarily due to higher fuel margins (cents per gallon) which more than offset the decline in volume sold. Our product margin for 2020 benefitted from declining wholesale prices in the first quarter of 2020, primarily in March due to the COVID-19 pandemic and geopolitical events. Declining wholesale gasoline prices can improve our gasoline distribution product margin, the extent of which depends on the magnitude and duration of the decline.

Station Operations. Our station operations, which include (i) convenience stores and prepared food sales at our directly operated stores, (ii) rental income from gasoline stations leased to dealers or from commissioned agents and from cobranding arrangements and (iii) sale of sundries, such as car wash sales and lottery and ATM commissions, collectively generated revenues of $476.4 million and $431.0 million for 2021 and 2020, respectively, an increase of $45.4 million, or 10%. Our product margin from station operations was $233.9 million and $205.9 million for 2021 and 2020, respectively, an increase of $28.0 million, or 14%. The increases in sales and product margin are primarily due to increases in activity at our convenience stores, including the sales of sundries.

Revenues from our station operations were $431.0 million and $466.7 million for 2020 and 2019, respectively, a decrease of $35.7 million, or 8%. Our product margin from station operations was $205.9 million and $225.1 million for 2020 and 2019, respectively, a decrease of $19.2 million, or 9%. The decreases in sales and product margin are primarily due to less activity at our convenience stores, primarily due to the impact of the COVID-19 pandemic.

Results for Commercial Segment

Our commercial sales were $0.7 billion and $0.4 billion for 2021 and 2020, respectively, an increase of $0.3 billion due to increases in prices and volume sold. Our commercial product margin was $15.6 million and $12.3 million for 2021 and 2020, respectively, an increase of $3.3 million, or 27%, primarily due to an increase in volume sold and improved margins.

Our commercial sales were $0.4 billion and $0.7 billion for 2020 and 2019, respectively, a decrease of $0.3 billion, or 43%, due to decreases in prices and volume sold. Our commercial product margin was $12.3 million and $24.1 million for 2020 and 2019, respectively, a decrease of $11.8 million, or 49%, largely due to a decrease in bunkering activity.

Selling, General and Administrative Expenses

SG&A expenses were $212.9 million and $192.5 million for 2021 and 2020, respectively, an increase of $20.4 million, or 11%, consisting of a $6.6 million expense for compensation and benefits resulting from the passing of our general counsel and a $3.1 million expense for compensation resulting from the retirement of our former chief financial officer in recognition of service and increases of $9.6 million in wages and benefits, $2.5 million in acquisition costs and $4.2 million in various other SG&A expenses, offset by a decrease of $5.6 million in accrued discretionary incentive compensation and. The $6.6 million expense relates to contractual commitments including the acceleration of grants previously awarded as well as a discretionary award in recognition of service.

Operating Expenses

Operating expenses were $353.6 million and $323.3 million for 2021 and 2020, respectively, an increase of $30.3 million, or 9%, including an increase of $28.3 million associated with our GDSO operations, primarily due to increased credit card fees related to the increases in volume and price, higher rent expense and higher salary expense due in part to greater activity at our stores. Operating expenses associated with our terminal operations also increased $2.0 million.

Amortization Expense

Amortization expense related to our intangible assets was $10.7 million and $10.8 million for 2021 and 2020, respectively.

Net Gain (Loss) on Sale and Disposition of Assets

Net gain (loss) on sale and disposition of assets was $0.5 million and ($0.3 million) for 2021 and 2020, respectively, primarily due to the sale of GDSO sites. Included in the net gain (loss) on sale and disposition of assets is approximately $0.6 million and $0.9 million for 2021 and 2020, respectively, of goodwill derecognized as part of the site divestitures.

Long-Lived Asset Impairment

In 2021, we recognized an impairment charge primarily relating to certain developmental assets for raze and rebuilds in the amount of $0.4 million which was allocated to the GDSO segment.

In 2020, we recognized an impairment charge relating to certain right-of-use assets in the amount of $1.9 million, of which $1.7 million was allocated to the Wholesale segment and $0.2 million was allocated to the GDSO segment.

Interest Expense

Interest expense was $80.1 million and $83.5 million for 2021 and 2020, respectively, a decrease of

$3.4 million, or 4%, due in part to lower average balances on our revolving credit facility and to lower interest rates, partially offset by a $0.4 million write-off of deferred financing fees associated with the amendment to our credit agreement in May 2021.

Loss on Early Extinguishment of Debt

In 2020 as a result of the redemption of the 2023 Notes, we recorded a $7.2 million loss from early extinguishment of debt, consisting of a $5.3 million cash call premium and a $1.9 million non-cash write-off of remaining unamortized deferred financing fees.

Income Tax (Expense) Benefit

Income tax (expense) benefit was ($1.3 million) and $0.1 million for 2021 and 2020, respectively, which reflects the income tax expense (benefit) from the operating results of GMG, which is a taxable entity for federal and state income tax purposes. For 2020, the income tax benefit consists of an income tax benefit of $6.3 million (discussed below) offset by an income tax expense of ($6.2 million).

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") was enacted and signed into law. The CARES Act is an emergency economic stimulus package that includes spending and tax breaks to strengthen the United States economy and fund a nationwide effort to curtail the effect of COVID-19. The CARES Act includes the temporary removal of certain limitations on the utilization of net operating losses, permitting the carryback of net operating losses generated in 2018, 2019 or 2020 to the five preceding taxable years. As a result, we recognized a benefit of $6.3 million related to the CARES Act net operating loss carryback provisions for 2020. On January 15, 2021, we received cash refunds totaling $15.8 million associated with the carryback of losses generated in 2018 with respect to the 2016 and 2017 tax years.

Net Loss Attributable to Noncontrolling Interest

In February 2013, we acquired a 60% membership interest in Basin Transload, LLC ("Basin Transload"). In connection with the terms of an agreement between us and the minority members of Basin Transload, on September 29, 2020, we acquired the minority members' collective 40% interest in Basin Transload. The net loss attributable to noncontrolling interest was $0.5 million for 2020 which represents the 40% noncontrolling ownership of the net loss reported.

Liquidity and Capital Resources

Liquidity

Our primary liquidity needs are to fund our working capital requirements, capital expenditures and distributions and to service our indebtedness. Our primary sources of liquidity are cash generated from operations, amounts available under our working capital revolving credit facility and equity and debt offerings. Please read "—Credit Agreement" for more information on our working capital revolving credit facility.

Working capital was $225.5 million and $283.9 million at December 31, 2021 and 2020, respectively, a decrease of $58.4 million. Changes in current assets and current liabilities decreasing our working capital primarily include increases of $170.3 million in the current portion of our working capital revolving and $145.4 million in accounts payable, primarily due to higher prices. The decrease in working capital was offset by increases of $183.9 million in accounts receivable and $125.1 million in inventories, also primarily due to higher prices.

Cash Distributions

Common Units

During 2021, we paid the following cash distributions to our common unitholders and our general partner:

Cash Distribution Payment Date	Total Paid	Distribution Paid for the Quarterly Period Ended
February 12, 2021	$ 19.3 million	Fourth quarter 2020
May 14, 2021	$ 20.5 million	First quarter 2021
August 13, 2021	$ 20.5 million	Second quarter 2021
November 12, 2021	$ 20.5 million	Third quarter 2021

In addition, on January 25, 2022, the board of directors of our general partner declared a quarterly cash distribution of $0.5850 per unit ($2.34 per unit on an annualized basis) on all of our outstanding common units for the period from October 1, 2021 through December 31, 2021 to our common unitholders of record as of the close of business February 8, 2022. On February 14, 2022, we paid the total cash distribution of approximately $20.9 million.

Series A Preferred Units

During 2021, we paid the following cash distributions to holders of the Series A Preferred Units:

Cash Distribution Payment Date	Total Paid	Distribution Paid for the Quarterly Period Covering
February 16, 2021	$ 1.7 million	November 15, 2020 - February 14, 2021
May 17, 2021	$ 1.7 million	February 15, 2021 - May 14, 2021
August 16, 2021	$ 1.7 million	May 15, 2021 - August 14, 2021
November 15, 2021	$ 1.7 million	August 15, 2021 - November 14, 2021

In addition, on January 18, 2022, the board of directors of our general partner declared a quarterly cash distribution of $0.609375 per unit ($2.4375 per unit on an annualized basis) on the Series A Preferred Units for the period from November 15, 2021 through February 14, 2022 to our preferred unitholders of record as of the opening of business on February 1, 2022. On February 15, 2022, we paid the total cash distribution of approximately $1.7 million.

Series B Preferred Units

On May 17, 2021, we paid the initial quarterly cash distribution of $0.3365 per unit on the Series B Preferred Units, covering the period from March 24, 2021 (the issuance date of the Series B Preferred Units) through May 14, 2021, totaling approximately $1.0 million. On August 16, 2021, we paid the quarterly cash distribution of $0.59375 per unit covering the period from May 15, 2021 through August 14, 2021, totaling approximately $1.8 million. On November 15, 2021, we paid the quarterly cash distribution of $0.59375 per unit covering the period from August 15, 2021 through November 14, 2021, totaling approximately $1.8 million.

In addition, on January 18, 2022, the board of directors of our general partner declared a quarterly cash distribution of $0.59375 per unit ($2.375 per unit on an annualized basis) on the Series B Preferred Units for the period from November 15, 2021 through February 14, 2022 to holders of record as of the opening of business on February 1, 2022. On February 15, 2022, we paid the total cash distribution of approximately $1.8 million.

Contractual Obligations

We have contractual obligations that are required to be settled in cash. The amounts of our contractual obligations at December 31, 2021 were as follows (in thousands):

	Payments Due by Period		
Contractual Obligations	**Next 12 Months**	**Beyond 12 Months**	**Total**
Credit facility obligations (1)	$ 214,328	$ 198,497	$ 412,825
Senior notes obligations (2)	52,063	1,046,408	1,098,471
Operating lease obligations (3)	79,665	258,445	338,110
Other long-term liabilities (4)	25,271	64,852	90,123
Financing obligations (5)	15,268	113,450	128,718
Total	$ 386,595	$ 1,681,652	$ 2,068,247

(1) Includes principal and interest on our working capital revolving credit facility and our revolving credit facility at December 31, 2021 and assumes a ratable payment through the expiration date. Our credit agreement has a contractual maturity of May 6, 2024 and no principal payments are required prior to that date. However, we repay amounts outstanding and reborrow funds based on our working capital requirements. Therefore, the current portion of the working capital revolving credit facility included in the accompanying consolidated balance sheets is the amount we expect to pay down during the course of the year, and the long-term portion of the working capital revolving credit facility is the amount we expect to be outstanding during the entire year. Please read "—Credit Agreement" for more information on our working capital revolving credit facility.

(2) Includes principal and interest on our senior notes. No principal payments are required prior to maturity. See "—Liquidity and Capital Resources—Senior Notes" for additional information.

(3) Includes operating lease obligations related to leases for office space and computer equipment, land, gasoline stations, railcars and barges. See Note 3 of Notes to Consolidated Financial Statements for additional information.

(4) Includes amounts related to our brand fee agreement and amounts related to our pipeline connection agreements, access right agreements and our pension and deferred compensation obligations.

(5) Includes lease rental payments in connection with (i) the acquisition of Capitol Petroleum Group ("Capitol") related to properties previously sold by Capitol within two sale-leaseback transactions; and (ii) the sale of real property assets and convenience stores. See "—Liquidity and Capital Resources—Financing Obligations" for additional information .

See Note 3 of Notes to Consolidated Financial Statements with respect to sublease information related to certain lease agreements and Note 11 of Notes to Consolidated Financial Statements with respect to purchase commitments.

Capital Expenditures

Our operations require investments to maintain, expand, upgrade and enhance existing operations and to meet environmental and operational regulations. We categorize our capital requirements as either maintenance capital expenditures or expansion capital expenditures. Maintenance capital expenditures represent capital expenditures to repair or replace partially or fully depreciated assets to maintain the operating capacity of, or revenues generated by, existing assets and extend their useful lives. Maintenance capital expenditures also include expenditures required to maintain equipment reliability, tank and pipeline integrity and safety and to address certain environmental regulations. We anticipate that maintenance capital expenditures will be funded with cash generated by operations. We had approximately $43.2 million and $47.0 million in maintenance capital expenditures for the years ended December 31, 2021 and 2020, respectively, which are included in capital expenditures in the accompanying consolidated statements of cash flows, of which approximately $38.5 million and $37.3 million for 2021 and 2020, respectively, are related to our investments in our gasoline station business. Repair and maintenance expenses associated with existing assets that are minor in nature and do not extend the useful life of existing assets are charged to operating expenses as incurred.

Expansion capital expenditures include expenditures to acquire assets to grow our businesses or expand our existing facilities, such as projects that increase our operating capacity or revenues by, for example, increasing dock capacity and tankage, diversifying product availability, investing in raze and rebuilds and new-to-industry gasoline stations and convenience stores, increasing storage flexibility at various terminals and by adding terminals to our storage network. We have the ability to fund our expansion capital expenditures through cash from operations or our credit agreement or by issuing debt securities or additional equity. We had approximately $58.5 million and $29.3 million in

expansion capital expenditures, including acquisitions, for the years ended December 31, 2021 and 2020, respectively, primarily related to investments in our gasoline station business.

In 2021, the $58.5 million in expansion capital expenditures included approximately $53.8 million, in part to raze and rebuilds, expansion and improvements at retail gasoline stations, new leased sites and new-to-industry sites and $4.7 million in other expansion capital expenditures, primarily related to investments at our terminals.

In 2020, the $29.3 million in expansion capital expenditures included approximately $23.7 million in raze and rebuilds, expansion and improvements at retail gasoline stations and new-to-industry sites and $5.6 million in other expansion capital expenditures, primarily related to investments at our terminals and information technology projects.

We currently expect maintenance capital expenditures of approximately $45.0 million to $55.0 million and expansion capital expenditures, excluding acquisitions, of approximately $50.0 million to $60.0 million in 2022, relating primarily to investments in our gasoline station business. These current estimates depend, in part, on the timing of completion of projects, availability of equipment and workforce, weather, the scope and duration of the COVID-19 pandemic and unanticipated events or opportunities requiring additional maintenance or investments.

We believe that we will have sufficient cash flow from operations, borrowing capacity under our credit agreement and the ability to issue additional equity and/or debt securities to meet our financial commitments, debt service obligations, contingencies and anticipated capital expenditures. However, we are subject to business and operational risks, including uncertainties related to the extent and duration of the COVID-19 pandemic and geopolitical events, each of which could adversely affect our cash flow. A material decrease in our cash flows would likely have an adverse effect on our borrowing capacity as well as our ability to issue additional equity and/or debt securities.

Cash Flow

The following table summarizes cash flow activity for the years ended December 31 (in thousands):

	2021	2020
Net cash provided by operating activities	$ 50,218	$ 312,526
Net cash used in investing activities	$ (115,050)	$ (69,728)
Net cash provided by (used in) financing activities	$ 65,967	$ (245,126)

Operating Activities

Cash flow from operating activities generally reflects our net income, balance sheet changes arising from inventory purchasing patterns, the timing of collections on our accounts receivable, the seasonality of parts of our businesses, fluctuations in product prices, working capital requirements and general market conditions.

Net cash provided by operating activities was $50.2 million and $312.5 million for 2021 and 2020, respectively, for a year-over-year in cash flow from operating activities of $262.3 million.

Except for net income, the primary drivers of the changes in operating activities include the following for the years ended December 31 (in thousands):

	2021	2020
(Increase) decrease in accounts receivable	$ (183,826)	$ 185,168
(Increase) decrease in inventories	$ (123,889)	$ 65,588
Increase (decrease) in accounts payable	$ 145,423	$ (165,513)

In 2021, the increases in accounts receivable, inventories and accounts payable are largely due to the increase in prices.

In 2020, the decreases in accounts receivable, inventories and accounts payable are largely due to the decrease

in prices, primarily caused by the COVID-19 pandemic and geopolitical events.

Investing Activities

Net cash used in investing activities was $115.1 million for 2021 and included $58.5 million in expansion capital expenditures, $43.2 million in maintenance capital expenditures, $18.0 million in acquisitions, primarily related to company-operated gasoline stations and convenience stores, and $1.7 million in seller note issuances which represent notes we received from buyers in connection with the sale of certain of our gasoline stations. Net cash used in investing activities was offset by $6.3 million in proceeds from the sale of property and equipment.

Net cash used in investing activities was $69.7 million for 2020 and included $47.0 million in maintenance capital expenditures, $29.3 million in expansion capital expenditures and $1.6 million in seller note issuances, offset by $8.2 million in proceeds from the sale of property and equipment.

Please read "—Capital Expenditures" for a discussion of our capital expenditures for the years ended December 31, 2021 and 2020.

Financing Activities

Net provided by financing activities was $66.0 million for 2021 and included $170.3 million in net borrowing from our working capital revolving credit facility due primarily to the increase in prices and $72.2 million in net proceeds from the issuance of the Series B Preferred Units which were used to pay down the revolving credit facility, offset by $91.9 million in cash distributions to our limited partners (preferred and common unitholders) and our general partner, $78.6 million in net payments on our revolving credit facility, $3.8 million in the repurchase of common units pursuant to our repurchase program for future satisfaction of our LTIP obligations and $2.2 million in LTIP units withheld for tax obligations related to awards that vested in 2021.

Net cash used in financing activities was $245.1 million for 2020 and included $306.5 million in payments in connection with the redemption of the 2023 Notes and the issuance of the 2029 Notes, $139.5 million in net payments on our working capital revolving credit facility primarily due to lower prices and an increase in net income, $71.3 million in cash distributions to our limited partners (preferred and common unitholders) and our general partner, $70.7 million in net payments on our revolving credit facility, $1.6 million related to the acquisition of our noncontrolling interest at Basin Transload, $0.3 million in the repurchase of common units pursuant to our repurchase program for future satisfaction of our LTIP obligations and $0.3 million in LTIP units withheld for tax obligations related to awards that vested in 2020. Net cash used in financing activities was offset by $344.7 million in proceeds in connection with the issuance of the 2029 Notes and $0.4 million in capital contributions from our noncontrolling interest at Basin Transload.

See Note 8 of Notes to Consolidated Financial Statement for supplemental cash flow information related to our working capital revolving credit facility and revolving credit facility for 2021 and 2020.

Credit Agreement

Certain subsidiaries of ours, as borrowers, and we and certain of our subsidiaries, as guarantors, have a $1.35 billion senior secured credit facility. We repay amounts outstanding and reborrow funds based on our working capital requirements and, therefore, classify as a current liability the portion of the working capital revolving credit facility we expect to pay down during the course of the year. The long-term portion of the working capital revolving credit facility is the amount we expect to be outstanding during the entire year. The credit agreement matures on May 6, 2024.

There are two facilities under the credit agreement:

- a working capital revolving credit facility to be used for working capital purposes and letters of credit in the principal amount equal to the lesser of our borrowing base and $900.0 million; and

- a $450.0 million revolving credit facility to be used for general corporate purposes.

In addition, the credit agreement has an accordion feature whereby we may request on the same terms and conditions then applicable to the credit agreement, provided no Event of Default (as defined in the credit agreement) then exists, an increase to the working capital revolving credit facility, the revolving credit facility, or both, by up to another $200.0 million, in the aggregate, for a total credit facility of up to $1.55 billion. Any such request for an increase must be in a minimum amount of $25.0 million. We cannot provide assurance, however, that our lending group will agree to fund any request by us for additional amounts in excess of the total available commitments of $1.35 billion.

In addition, the credit agreement includes a swing line pursuant to which Bank of America, N.A., as the swing line lender, may make swing line loans in U.S. dollars in an aggregate amount equal to the lesser of (a) $75.0 million and (b) the Aggregate WC Commitments (as defined in the credit agreement). Swing line loans will bear interest at the Base Rate (as defined in the credit agreement). The swing line is a sub-portion of the working capital revolving credit facility and is not an addition to the total available commitments of $1.35 billion.

Availability under the working capital revolving credit facility is subject to a borrowing base which is redetermined from time to time and based on specific advance rates on eligible current assets. Under the credit agreement, borrowings under the working capital revolving credit facility cannot exceed the then current borrowing base. Availability under the borrowing base may be affected by events beyond our control, such as changes in petroleum product prices, collection cycles, counterparty performance, advance rates and limits and general economic conditions. These and other events could require us to seek waivers or amendments of covenants or alternative sources of financing or to reduce expenditures. We can provide no assurance that such waivers, amendments or alternative financing could be obtained or, if obtained, would be on terms acceptable to us.

Borrowings under the working capital revolving credit facility bear interest at (1) the Eurocurrency rate plus 2.00% to 2.50%, (2) the cost of funds rate plus 2.00% to 2.50%, or (3) the base rate plus 1.00% to 1.50%, each depending on the Utilization Amount (as defined in the credit agreement). Borrowings under the revolving credit facility bear interest at (1) the Eurocurrency rate plus 1.75% to 2.75%, (2) the cost of funds rate plus 1.75% to 2.75%, or (3) the base rate plus 0.75% to 1.75%, each depending on the Combined Total Leverage Ratio (as defined in the credit agreement).

The average interest rates for the credit Agreement were 2.4% and 2.9% for the years ended December 31, 2021 and 2020, respectively.

On March 5, 2021, the U.K. Financial Conduct Authority announced that it intends to stop persuading or compelling banks to submit LIBOR rates after December 31, 2021 for the 1-week and 2-month U.S. dollar settings and after June 30, 2023 for the remaining U.S. dollar settings. Our credit agreement includes provisions to determine a replacement rate for LIBOR if necessary during its term based on the secured overnight financing rate published by the Federal Reserve Bank of New York. We currently do not expect the transition from LIBOR to have a material impact on us.

The credit agreement provides for a letter of credit fee equal to the then applicable working capital rate or then applicable revolver rate (each such rate as defined in the credit agreement) per annum for each letter of credit issued. In addition, we incur a commitment fee on the unused portion of each facility under the credit agreement, ranging from 0.35% to 0.50% per annum.

As of December 31, 2021, we had total borrowings outstanding under the credit Agreement of $398.1 million, including $43.4 million outstanding on the revolving credit facility. In addition, we had outstanding letters of credit of $156.0 million. Subject to borrowing base limitations, the total remaining availability for borrowings and letters of credit was $795.9 million and $778.5 million at December 31, 2021 and 2020, respectively.

The credit agreement is secured by substantially all of our assets and the assets of our wholly owned subsidiaries and is guaranteed by us and certain of our subsidiaries.

The credit agreement also includes certain baskets, including (i) a $25.0 million general secured indebtedness basket, (ii) a $25.0 million general investment basket, (iii) a $75.0 million secured indebtedness basket to permit the borrowers to enter into a Contango Facility (as defined in the credit agreement), (iv) a Sale/Leaseback Transaction (as defined in the credit agreement) basket of $100.0 million, and (v) a basket of $150.0 million in an aggregate amount for the purchase of our common units, provided that no Event of Default exists or would occur immediately following such purchase(s).

In addition, the credit agreement provides the ability for the borrowers to repay certain junior indebtedness, subject to a $100.0 million cap, so long as no Event of Default has occurred or will exist immediately after making such repayment.

The credit agreement imposes financial covenants that require us to maintain certain minimum working capital amounts, a minimum combined interest coverage ratio, a maximum senior secured leverage ratio and a maximum total leverage ratio. We were in compliance with the foregoing covenants at December 31, 2021.

Senior Notes

6.875% Senior Notes Due 2029

On October 7, 2020, we and GLP Finance Corp. (the "Issuers") issued $350.0 million aggregate principal amount of 6.875% senior notes due 2029 (the "2029 Notes") to several initial purchasers (the "2029 Notes Initial Purchasers") in a private placement exempt from the registration requirements under the Securities Act of 1933 (the "Securities Act"). We used the net proceeds from the offering to fund the redemption of our 7.00% senior notes due 2023 (the "2023 Notes") and to repay a portion of the borrowings outstanding under our credit agreement.

In connection with the private placement of the 2029 Notes, the Issuers and the subsidiary guarantors and Regions Bank, as trustee, entered into an indenture as may be supplemented from time to time (the "2029 Notes Indenture").

The 2029 Notes mature on January 15, 2029 with interest accruing at a rate of 6.875% per annum. Interest is payable beginning July 15, 2021 and thereafter semi-annually in arrears on January 15 and July 15 of each year. The 2029 Notes are guaranteed on a joint and several senior unsecured basis by each of the Issuers and the subsidiary guarantors to the extent set forth in the 2029 Notes Indenture. Upon a continuing event of default, the trustee or the holders of at least 25% in principal amount of the 2029 Notes may declare the 2029 Notes immediately due and payable, except that an event of default resulting from entry into a bankruptcy, insolvency or reorganization with respect to the Issuers, any restricted subsidiary of ours that is a significant subsidiary or any group of our restricted subsidiaries that, taken together, would constitute a significant subsidiary of ours, will automatically cause the 2029 Notes to become due and payable.

The Issuers have the option to redeem up to 35% of the 2029 Notes prior to October 15, 2023 at a redemption price (expressed as a percentage of principal amount) of 106.875% plus accrued and unpaid interest, if any. The Issuers have the option to redeem the 2029 Notes, in whole or in part, at any time on or after January 15, 2024, at the redemption prices of 103.438% for the twelve-month period beginning on January 15, 2024, 102.292% for the twelve-month period beginning January 15, 2025, 101.146% for the twelve-month period beginning January 15, 2026, and 100% beginning on January 15, 2027 and at any time thereafter, together with any accrued and unpaid interest to the date of redemption. In addition, prior to January 15, 2024, the Issuers may redeem all or any part of the 2029 Notes at a redemption price equal to the sum of the principal amount thereof, plus a make whole premium, plus accrued and unpaid interest, if any, to the redemption date. The holders of the 2029 Notes may require the Issuers to repurchase the 2029 Notes following certain asset sales or a Change of Control Triggering Event (as defined in the 2029 Notes Indenture) at the prices and on the terms specified in the 2029 Notes Indenture.

The 2029 Notes Indenture contains covenants that limit our ability to, among other things, incur additional indebtedness and issue preferred securities, make certain dividends and distributions, make certain investments and other

restricted payments, restrict distributions by its subsidiaries, create liens, sell assets or merge with other entities. Events of default under the 2029 Notes Indenture include (i) a default in payment of principal of, or interest or premium, if any, on, the 2029 Notes, (ii) breach of our covenants under the 2029 Notes Indenture, (iii) certain events of bankruptcy and insolvency, (iv) any payment default or acceleration of indebtedness of ours or certain subsidiaries if the total amount of such indebtedness unpaid or accelerated exceeds $50.0 million and (v) failure to pay within 60 days uninsured final judgments exceeding $50.0 million.

7.00% Senior Notes Due 2027

On July 31, 2019, the Issuers issued $400.0 million aggregate principal amount of 7.00% senior notes due 2027 (the "2027 Notes") to several initial purchasers (the "2027 Notes Initial Purchasers") in a private placement exempt from the registration requirements under the Securities Act. We used the net proceeds from the offering to fund the repurchase of our 6.25% senior notes due 2022 (the "2022 Notes") in a tender offer and to repay a portion of the borrowings outstanding under our credit agreement.

In connection with the private placement of the 2027 Notes on July 31, 2019, the Issuers and the subsidiary guarantors and Regions Bank (as successor trustee to Deutsche Bank Trust Company Americas), as trustee, entered into an indenture as may be supplemented from time to time (the "2027 Notes Indenture").

The 2027 Notes mature on August 1, 2027 with interest accruing at a rate of 7.00% per annum and payable semi-annually in arrears on February 1 and August 1 of each year, commencing February 1, 2020. The 2027 Notes are guaranteed on a joint and several senior unsecured basis by each of the Issuers and the subsidiary guarantors to the extent set forth in the 2027 Notes Indenture. Upon a continuing event of default, the trustee or the holders of at least 25% in principal amount of the 2027 Notes may declare the 2027 Notes immediately due and payable, except that an event of default resulting from entry into a bankruptcy, insolvency or reorganization with respect to the Issuers, any restricted subsidiary of ours that is a significant subsidiary or any group of our restricted subsidiaries that, taken together, would constitute a significant subsidiary of ours, will automatically cause the 2027 Notes to become due and payable.

Prior to August 1, 2022, the Issuers have the option to redeem up to 35% of the 2027 Notes in an amount not greater than the net cash proceeds of certain equity offerings at a redemption price (expressed as a percentage of principal amount) of 107% plus accrued and unpaid interest, if any. The Issuers have the option to redeem the 2027 Notes, in whole or in part, at any time on or after August 1, 2022, at the redemption prices of 103.500% for the twelve-month period beginning on August 1, 2022, 102.333% for the twelve-month period beginning August 1, 2023, 101.167% for the twelve-month period beginning August 1, 2024, and 100% beginning on August 1, 2025 and at any time thereafter, together with any accrued and unpaid interest to the date of redemption. In addition, prior to August 1, 2022, the Issuers may redeem all or any part of the 2027 Notes at a redemption price equal to the sum of the principal amount thereof, plus a make whole premium, plus accrued and unpaid interest, if any, to the redemption date. The holders of the 2027 Notes may require the Issuers to repurchase the 2027 Notes following certain asset sales or a Change of Control Triggering Event (as defined in the 2027 Notes Indenture) at the prices and on the terms specified in the 2027 Notes Indenture.

The 2027 Notes Indenture contains covenants that will limit our ability to, among other things, incur additional indebtedness and issue preferred securities, make certain dividends and distributions, make certain investments and other restricted payments, restrict distributions by our subsidiaries, create liens, sell assets or merge with other entities. Events of default under the 2027 Notes Indenture include (i) a default in payment of principal of, or interest or premium, if any, on, the 2027 Notes, (ii) breach of our covenants under the 2027 Notes Indenture, (iii) certain events of bankruptcy and insolvency, (iv) any payment default or acceleration of indebtedness of ours or certain subsidiaries if the total amount of such indebtedness unpaid or accelerated exceeds $50.0 million and (v) failure to pay within 60 days uninsured final judgments exceeding $50.0 million.

Financing Obligations

Capitol Acquisition

In connection with the June 2015 acquisition of retail gasoline stations and dealer supply contracts from Capitol, we assumed a financing obligation of $89.6 million associated with two sale-leaseback transactions for 53 leased sites. During the terms of these leases, which expire in May 2028 and September 2029, in lieu of recognizing lease expense for the lease rental payments, we incur interest expense associated with the financing obligation.

Interest expense of approximately $9.2 million and $9.3 million was recorded for the years ended December 31, 2021 and 2020, respectively. The financing obligation will amortize through expiration of the leases based upon the lease rental payments which were $10.4 million and $10.1 million for the years ended December 31, 2021 and 2020, respectively. The financing obligation balance outstanding at December 31, 2021 was $84.9 million associated with the acquisition.

Sale-Leaseback Transaction

In connection with a sale in June 2016 of real property assets, including the buildings, improvements and appurtenances thereto, at 30 gasoline stations and convenience stores, we entered into a Master Unitary Lease Agreement to lease back certain of the real property assets sold. The initial term of the Master Unitary Lease Agreement expires in 2031. We have one successive option to renew the lease for a ten-year period followed by two successive options to renew the lease for five-year periods on the same terms, covenants, conditions and rental as the primary non-revocable lease term.

In connection with this transaction, we recognized a corresponding financing obligation of $62.5 million. During the term of the lease, which expires in June 2031, we incur interest expense associated with the financing obligation. Lease rental payments are recognized as both interest expense and a reduction of the principal balance associated with the financing obligation. Interest expense was $4.3 million and $4.3 million for each of the years ended December 31, 2021 and 2020, and lease rental payments were $4.7 million and $4.7 million for each of the years ended December 31, 2021 and 2020. The financing obligation balance outstanding at December 31, 2021 was $61.7 million associated with this transaction.

Environmental Matters

Our businesses of purchasing, storing, supplying and distributing refined petroleum products, gasoline blendstocks, renewable fuels, crude oil and propane and other business activities, involves a number of activities that are subject to extensive and stringent environmental laws. For a complete discussion of the environmental laws and regulations affecting our businesses, please read Items 1 and 2, "Business and Properties—Environmental." For additional information regarding our environmental liabilities, see Note 14 of Notes to Consolidated Financial Statements included elsewhere in this report.

Critical Accounting Policies and Estimates

Our consolidated financial statements are prepared in accordance with U.S. GAAP. A summary of our significant accounting policies used in the preparation of our consolidated financial statements is detailed in Note 2 of Notes to Consolidated Financial Statements.

Certain of these accounting policies require the use of estimates. These estimates are based on our knowledge and understanding of current conditions and actions that we may take in the future. Changes in these estimates will occur as a result of the passage of time and the occurrence of future events. Subsequent changes in these estimates may have a significant impact on our financial condition and results of operations and are recorded in the period in which they become known; therefore, our actual results could differ from these estimates under different assumptions or conditions. We believe our critical accounting estimates that are subjective in nature, require the exercise of judgment and involve

complex analysis include the valuation of physical forward derivative contracts, valuation of goodwill and environmental liabilities.

Valuation of Physical Forward Derivative Contracts

As described in Note 9 and Note 10 of Notes to Consolidated Financial Statements, we enter into different commodity contracts that qualify as derivative instruments. These include physical forward purchase and sale contracts and are accounted for at fair value. These contracts are considered Level 2 and Level 3 derivative instruments under the fair value hierarchy as inputs used to determine fair value are not quoted prices in active markets. As of December 31, 2021, derivative assets of $11.7 million and derivative liabilities of $31.7 million were recorded for physical forward derivative contracts based on Level 2 fair value measurements. There were no Level 3 physical forward derivative contracts as of December 31, 2021.

Accounting for the fair value measurement of physical forward derivative instruments is complex given the judgmental nature of the assumptions used as inputs into the valuation models. These include inputs used to value commodity products at locations whereby active market pricing may not be available. These assumptions are forward-looking and could be affected by future economic and market conditions.

We utilize published and quoted prices, broker quotes, and estimates of market prices to estimate the fair value of these contracts; however, actual amounts could vary materially from estimated fair values as a result of changes in market prices. In addition, changes in the methods used to determine the fair value of these contracts could have a material effect on our results of operations. We do not anticipate future changes in the methods used to determine the fair value of these derivative contracts.

Valuation of Goodwill

We allocate the fair value of the purchase price associated in a business combination to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values. The excess of the fair value of the purchase price over the fair values of these identifiable assets and liabilities is recorded as goodwill and allocated to our reporting units based on the future expected benefit arising from the business combination.

Such valuations require management to make significant estimates and assumptions. Management's estimates of fair value are based upon assumptions believed to be reasonable at the time, but which are inherently uncertain and unpredictable and, as a result, actual results may differ from estimates. During the measurement period, which is not to exceed one year from the acquisition date, we may record adjustments to the assets acquired and liabilities assumed, with the corresponding offset to goodwill. Upon the conclusion of the measurement period, any subsequent adjustments are recorded to earnings.

We have concluded that our operating segments are also our reporting units. Goodwill is tested for impairment annually as of October 1 or when events or changes in circumstances indicate that the carrying amount of goodwill may not be recoverable.

All of our goodwill is allocated to the GDSO segment. During 2021 and 2020, we completed a quantitative assessment for the GDSO reporting unit. Factors included in the assessment included both macro-economic conditions and industry specific conditions, and the fair value of the GDSO reporting unit was estimated using a weighted average of a discounted cash flow approach and a market comparables approach. Based on our assessment, no impairment was identified.

Environmental and Other Liabilities

We record accrued liabilities for all direct costs associated with the estimated resolution of contingencies at the earliest date at which it is deemed probable that a liability has been incurred and the amount of such liability can be

reasonably estimated. Costs accrued are estimated based upon an analysis of potential results, assuming a combination of litigation and settlement strategies and outcomes.

Estimated losses from environmental remediation obligations generally are recognized no later than completion of the remedial feasibility study. Loss accruals are adjusted as further information becomes available or circumstances change. Costs of future expenditures for environmental remediation obligations are not discounted to their present value. Recoveries of environmental remediation costs from other parties are recognized when related contingencies are resolved, generally upon cash receipt.

We are subject to other contingencies, including legal proceedings and claims arising out of our businesses that cover a wide range of matters, including, environmental matters and contract and employment claims. Environmental and other legal proceedings may also include matters with respect to businesses previously owned. Further, due to the lack of adequate information and the potential impact of present regulations and any future regulations, there are certain circumstances in which no range of potential exposure may be reasonably estimated.

Recent Accounting Pronouncements

A description and related impact expected from the adoption of certain new accounting pronouncements is provided in Note 2 of Notes to Consolidated Financial Statements included elsewhere in this report.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk.

Market risk is the risk of loss arising from adverse changes in market rates and prices. The principal market risks to which we are exposed are interest rate risk and commodity risk. We currently utilize various derivative instruments to manage exposure to commodity risk.

Interest Rate Risk

We utilize variable rate debt and are exposed to market risk due to the floating interest rates on our credit agreement. Therefore, from time to time, we utilize interest rate collars, swaps and caps to hedge interest obligations on specific and anticipated debt issuances.

As of December 31, 2021, we had total borrowings outstanding under our credit agreement of $398.1 million. Please read Part II, Item 7, “Management’s Discussion and Analysis—Liquidity and Capital Resources—Credit Agreement,” for information on interest rates related to our borrowings. The impact of a 1% increase in the interest rate on this amount of debt would have resulted in an increase in interest expense, and a corresponding decrease in our results of operations, of approximately $4.0 million annually, assuming, however, that our indebtedness remained constant throughout the year.

Commodity Risk

We hedge our exposure to price fluctuations with respect to refined petroleum products, renewable fuels, crude oil and gasoline blendstocks in storage and expected purchases and sales of these commodities. The derivative instruments utilized consist primarily of exchange-traded futures contracts traded on the NYMEX, CME and ICE and over-the-counter transactions, including swap agreements entered into with established financial institutions and other credit-approved energy companies. Our policy is generally to purchase only products for which we have a market and to structure our sales contracts so that price fluctuations do not materially affect our profit. While our policies are designed to minimize market risk, as well as inherent basis risk, exposure to fluctuations in market conditions remains. Except for the controlled trading program discussed below, we do not acquire and hold futures contracts or other derivative products for the purpose of speculating on price changes that might expose us to indeterminable losses.

While we seek to maintain a position that is substantially balanced within our commodity product purchase and sales activities, we may experience net unbalanced positions for short periods of time as a result of variances in daily purchases and sales and transportation and delivery schedules as well as other logistical issues inherent in our businesses,

such as weather conditions. In connection with managing these positions, we are aided by maintaining a constant presence in the marketplace. We also engage in a controlled trading program for up to an aggregate of 250,000 barrels of commodity products at any one point in time. Changes in the fair value of these derivative instruments are recognized in the consolidated statements of operations through cost of sales. In addition, because a portion of our crude oil business may be conducted in Canadian dollars, we may use foreign currency derivatives to minimize the risks of unfavorable exchange rates. These instruments may include foreign currency exchange contracts and forwards. In conjunction with entering into the commodity derivative, we may enter into a foreign currency derivative to hedge the resulting foreign currency risk. These foreign currency derivatives are generally short-term in nature and not designated for hedge accounting.

We utilize exchange-traded futures contracts and other derivative instruments to minimize or hedge the impact of commodity price changes on our inventories, fuel purchases and forward fixed price commitments. Any hedge ineffectiveness is reflected in our results of operations. We utilize regulated exchanges, including the NYMEX, CME and ICE, which are exchanges for the respective commodities that each trades, thereby reducing potential delivery and supply risks. Generally, our practice is to close all exchange positions rather than to make or receive physical deliveries.

At December 31, 2021, the fair value of all of our commodity risk derivative instruments and the change in fair value that would be expected from a 10% price increase or decrease are shown in the table below (in thousands):

	Fair Value at December 31, 2021	Gain (Loss)	
		Effect of 10% Price Increase	Effect of 10% Price Decrease
Exchange traded derivative contracts	$ 25,911	$ (32,174)	$ 32,174
Forward derivative contracts	(20,002)	(7,065)	7,065
Total	$ 5,909	$ (39,239)	$ 39,239

The fair values of the futures contracts are based on quoted market prices obtained from the NYMEX, CME and ICE. The fair value of the swaps and option contracts are estimated based on quoted prices from various sources such as independent reporting services, industry publications and brokers. These quotes are compared to the contract price of the swap, which approximates the gain or loss that would have been realized if the contracts had been closed out at December 31, 2021. For positions where independent quotations are not available, an estimate is provided, or the prevailing market price at which the positions could be liquidated is used. All hedge positions offset physical exposures to the physical market; none of these offsetting physical exposures are included in the above table. Price-risk sensitivities were calculated by assuming an across-the-board 10% increase or decrease in price regardless of term or historical relationships between the contractual price of the instruments and the underlying commodity price. In the event of an actual 10% change in prompt month prices, the fair value of our derivative portfolio would typically change less than that shown in the table due to lower volatility in out-month prices. We have a daily margin requirement to maintain a cash deposit with our brokers based on the prior day's market results on open futures contracts. The balance of this deposit will fluctuate based on our open market positions and the commodity exchange's requirements. The brokerage margin balance was $33.7 million at December 31, 2021.

We are exposed to credit loss in the event of nonperformance by counterparties to our exchange-traded derivative contracts, physical forward contracts and swap agreements. We anticipate some nonperformance by some of these counterparties which, in the aggregate, we do not believe at this time will have a material adverse effect on our financial condition, results of operations or cash available for distribution to our unitholders. Exchange-traded derivative contracts, the primary derivative instrument utilized by us, are traded on regulated exchanges, greatly reducing potential credit risks. We utilize major financial institutions as our clearing brokers for all NYMEX, CME and ICE derivative transactions and the right of offset exists with these financial institutions. Accordingly, the fair value of our exchange-traded derivative instruments is presented on a net basis in the consolidated balance sheet. Exposure on physical forward contracts and swap agreements is limited to the amount of the recorded fair value as of the balance sheet dates.

Item 8. Financial Statements and Supplementary Data.

The information required here is included in the report as set forth in the "Index to Financial Statements" on page F-1.

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure.

None.

Item 9A. Controls and Procedures.

Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that the information required to be disclosed by us in the reports we file or submit under the Securities Exchange Act of 1934 (the "Exchange Act") is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and that information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure. Under the supervision and with the participation of our principal executive officer and principal financial officer, management evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) of the Exchange Act). Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were operating and effective as of December 31, 2021.

Internal Control Over Financial Reporting

Management's Annual Report

We are responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) or 15d-15(f) of the Exchange Act). Our internal control over financial reporting is the process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. There are inherent limitations in the effectiveness of internal control over financial reporting, including the possibility that misstatements may not be prevented or detected. Accordingly, even effective internal controls over financial reporting can provide only reasonable assurance with respect to financial statement preparation.

Under the supervision and with the participation of our principal executive officer and principal financial officer, management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework). Based on that evaluation, management concluded that our internal control over financial reporting was effective as of December 31, 2021.

The effectiveness of our internal control over financial reporting as of December 31, 2021 has been audited by Ernst & Young LLP, our independent registered public accounting firm, as stated in their report. See "Report of Independent Registered Public Accounting Firm" on page F-4 of our consolidated financial statements.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended December 31, 2021 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections.

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

Global GP LLC, our general partner, manages our operations and activities on our behalf. Our general partner is not elected by our unitholders. Unitholders are not entitled to elect the directors of our general partner or directly or indirectly participate in our management or operation. Affiliates of the Slifka family own 100% of the ownership interests in our general partner. Our general partner is controlled by Richard Slifka and the Alfred A. Slifka 1990 Trust Under Article II-A (the "AS Article II-A Trust") directly and through their beneficial ownership of entities that own ownership interests in our general partner. Eric Slifka beneficially owns interests in our general partner. Our general partner is liable, as general partner, for all of our debts (to the extent not paid from our assets), except for indebtedness or other obligations that are made specifically nonrecourse to it. Whenever possible, our general partner intends to incur indebtedness or other obligations that are nonrecourse.

Alfred A. Slifka, former chairman of the board of our general partner, passed away on March 9, 2014. Mr. Slifka's estate closed effective February 28, 2017 and his interest in our general partner and his beneficially owned interests in Global Partners LP and its affiliates were transferred to the AS Article II-A Trust on that date. Eric Slifka, our President and Chief Executive Officer, and his two siblings are the trustees of the AS Article II-A Trust. Eric Slifka has been delegated sole voting authority over the AS Article II-A Trust's ownership interests in us and our general partner.

Four members of the board of directors of our general partner serve on a conflicts committee to review specific matters that the board believes may involve conflicts of interest. The conflicts committee determines if the resolution of the conflict of interest is fair and reasonable to us. Members of the conflicts committee may not be officers or employees of our general partner or directors, officers or employees of its affiliates and must meet the independence and experience standards established by the NYSE and the Securities Exchange Act of 1934. Any matters approved by the conflicts committee will be conclusively deemed to be fair and reasonable to us, approved by all of our partners and not a breach by our general partner of any duties it may owe us or our unitholders. In addition, we have a separately-designated standing audit committee established in accordance with the Securities Exchange Act of 1934 and a compensation committee. The four independent members of the board of directors of our general partner, Messrs. Hailer, McCool, Owens and Pereira, serve as the sole members of the conflicts, audit and compensation committees.

Even though most companies listed on the NYSE are required to have a majority of independent directors serving on the board of directors of the listed company and establish and maintain an audit committee, a compensation committee and a nominating/corporate governance committee, each consisting solely of independent directors, the NYSE does not require a listed limited partnership like us to have a majority of independent directors on the board of directors of our general partner or to establish a compensation committee or a nominating/corporate governance committee.

No member of the audit committee is an officer or employee of our general partner or director, officer or employee of any affiliate of our general partner. Furthermore, each member of the audit committee is independent as defined in the listing standards of the NYSE. The board of directors of our general partner has determined that a member of the audit committee, namely Jaime Pereira, is an "audit committee financial expert" as defined by the SEC.

Among other things, the audit committee is responsible for reviewing our external financial reporting, including reports filed with the SEC, engaging and reviewing our independent auditors and reviewing procedures for internal auditing and the adequacy of our internal accounting controls.

We are managed and operated by the directors and executive officers of our general partner. Our operating personnel are employees of our general partner or certain of our operating subsidiaries.

All of our executive officers devote substantially all of their time to managing our businesses and affairs, but from time to time certain executive officers perform or have performed services for our former affiliate, Global Petroleum Corp. (dissolved in 2020) and/or other entities controlled by the Slifka family. Please read Part III, Item 13,

"Certain Relationships and Related Transactions, and Director Independence—Services Agreement." Our non-management directors devote as much time as is necessary to prepare for and attend board of directors and committee meetings.

Set forth below are the names, ages (as of February 22, 2022) and titles of persons currently serving as directors and executive officers of our general partner:

Name	Age	Position with Global GP LLC
Richard Slifka	81	Chairman
Eric Slifka	56	President, Chief Executive Officer and Vice Chairman
Mark A. Romaine	53	Chief Operating Officer
Gregory B. Hanson	44	Chief Financial Officer
Jeremy (Jez) Langhorn	55	Chief Human Resources Officer
Matthew Spencer	43	Chief Accounting Officer
Robert J. McCool	83	Director
Jaime Pereira	67	Director
John T. Hailer	61	Director
Robert W. Owens	68	Director

Richard Slifka was elected Vice Chairman of the Board of our general partner in March 2005 and became Chairman in March 2014. He had been employed with Global Companies LLC or its predecessors since 1963. Mr. Slifka served as Treasurer and a director of Global Companies LLC since its formation in December 1998. Mr. Slifka also was a shareholder, a director and the President of Global Petroleum Corp., a privately held affiliated company that had owned, operated and leased to us our petroleum products storage terminal located in Revere, Massachusetts until we acquired the terminal in January 2015. Mr. Slifka is a past director of the New England Fuel Institute and currently serves as president of the Independent Fuel Terminal Operators Association. He served on the Boston Medical Center Corporation Board of Trustees from 2006–2019 and on the BMC Health System, Inc., Board of Trustees from 2013–2021. He currently serves on the board of directors of St. Francis House. Mr. Slifka served as a director of the National Multiple Sclerosis Society from 1988–2019. Mr. Slifka's extensive knowledge of the oil industry in general and of our history, customers and suppliers make him uniquely qualified to serve as our Chairman of the Board. Richard Slifka is the brother of the late Alfred A. Slifka.

Eric Slifka was elected President, Chief Executive Officer and director of Global GP LLC, the general partner of Global Partners LP, in March 2005 and became Vice Chairman in March 2014. He has been employed with Global Companies LLC or its predecessors since 1987. Mr. Slifka served as President and Chief Executive Officer and a director of Global Companies LLC since July 2004 and as Chief Operating Officer and a director of Global Companies LLC from its formation in December 1998 to July 2004. Prior to 1998, Mr. Slifka held various senior positions in the accounting, supply, distribution and marketing departments of the predecessors to Global Companies LLC. He is a member of the National Petroleum Council and serves on the board of directors of the Energy Policy Research Foundation, Inc. and Massachusetts General Hospital President's Council. Mr. Slifka is the son of the late Alfred A. Slifka and the nephew of Richard Slifka.

Mark A. Romaine has been Chief Operating Officer of Global Partners LP since July 2013. Mr. Romaine served as the Senior Vice President of Light Oil Supply and Distribution for Global Partners LP from 2006 until June 2013. He joined a predecessor company to Global Companies LLC in 1998 as Premium Fuels Marketing Manager. His experience in the petroleum products industry includes operations and marketing positions with Plymouth, MA-based Volta Oil. Mr. Romaine received a bachelor's degree from Providence College and an MBA from the University of Massachusetts.

Gregory B. Hanson was appointed by the Board of Directors of our general partner to serve as the Chief Financial Officer of Global Partners LP, commencing effective September 1, 2021. Mr. Hanson previously served as Treasurer of our general partner and of Global Partners LP from August 2014 through August 2021. Mr. Hanson has more than 20 years of financial experience. Before joining the Partnership in 2013, he served as a Senior Vice President at GE Energy Financial Services and RBS Citizens Financial Group. Before that, he was a Vice President for Merrill

Lynch Capital and a Principal for Bank of America. Mr. Hanson received a bachelor's degree from Colby College and an M.B.A. from Babson College's Franklin W. Olin School of Business.

Jeremy (Jez) Langhorn was appointed by the Board of Directors of our general partner to serve as the Chief Human Resources Officer of Global Partners LP, commencing April 2021. Mr. Langhorn leads the strategic Human Resources agenda to develop and implement talent, organization and culture strategies to support our employees and accelerate the growth of the business. Between 1983 and April 2021, Mr. Langhorn held various Operational and HR roles with McDonald's Corporation in the UK, Northern Europe, and the United States before finally serving as Corporate Vice President of HR for McDonald's Global business. In this role, he supported all global business functions, leadership teams in the United States and operating business units in Europe, Latin America, the Middle East, Asia and Japan. Mr. Langhorn has built a reputation for driving strategic transformation and building employee engagement across diverse geographies and employee populations. He is a member of the Society for Human Resource Management, a Fellow of the Chartered Institute of Personnel and Development and a Fellow of The Royal Society for Arts, Manufactures & Commerce.

Matthew Spencer was appointed by the Board of Directors of our general partner to serve as the Chief Accounting Officer of Global Partners LP commencing January 1, 2018. Mr. Spencer served as Controller of the general partner from September 2012 through December 2017. Mr. Spencer joined the Partnership from SharkNinja Operating LLC (formerly Euro-Pro Operating LLC), where he served as Assistant Controller. Prior to that, he was a Senior Manager at Ernst & Young LLP.

Robert J. McCool was elected to serve as a director of our general partner, the chair of the conflicts committee of the board of directors of our general partner, and a member of the compensation and audit committees of the board of directors of our general partner in October 2005. In September 2020, he was designated co-chair of the conflicts committee. He served as an Advisor to Tetco Inc., a privately held company in the energy industry, for 15 years and has been in the refined petroleum industry for over 40 years. He worked for Mobil Oil for 33 years in various positions including manager, planning and financial analysis, controller, manager U.S. lubricants operations and manager, budget and controls for U.S. acquisitions. Mr. McCool retired in 1998 having served as Executive Vice President responsible for Mobil Oil's North and South America marketing and refining business. Mr. McCool's extensive experience with the financial, accounting and managerial aspects of the refined petroleum products industry make him well qualified to serve as a director of our general partner.

Jaime Pereira was elected to serve as a director of our general partner and as a member of the conflicts, compensation and audit committees of the board of directors of our general partner in October 2021. Mr. Pereira was appointed as the chair of the Audit Committee as of January 1, 2022. Mr. Pereira has over forty years of accounting and advisory experience working with a wide variety of domestic and international, public and private companies, including serving as a partner at international accounting firm Ernst & Young LLP for 20 years. At Ernst & Young, Mr. Pereira was responsible for the Consumer Products practice in the Northeast Region and was the coordinating partner for Global Partners LP and other clients such as Bruker Corporation and Au Bon Pain. Mr. Pereira has been a member of the American Institute of Certified Public Accountants, and he currently serves on the Boards of Roche Bros. Supermarkets Co. and Civic Capital Group LLC. Mr. Pereira is a graduate of the University of Massachusetts Amherst and presently serves on the Business Advisory Council for the Isenberg School of Management.

John T. Hailer was elected to serve as a director of our general partner and as a member of the conflicts, compensation and audit committees of the board of directors of our general partner in July 2018. In September 2020, he was designated co-chair of the conflicts committee. He is President of the 1251 Asset Management division of 1251 Capital Group, a Boston-based financial services company that owns a concentrated group of companies in the asset management and insurance sectors. Prior to joining 1251 Capital Group, he spent more than 18 years at Natixis Investment Managers (formerly Natixis Global Asset Management; "Natixis") and joined that firm in 1999. Mr. Hailer formerly served as Natixis' President and Chief Executive Officer for the Americas and Asia, where he helped that company strategically reposition as a global solutions provider and grow to become one of the world's largest asset managers. Before joining Natixis Investment Managers, Mr. Hailer was responsible for new business development in North and Latin America at Fidelity Investments Institutional Services Company and was director of retail business development for Putnam Investments. He serves as a trustee on several other boards including Boston Medical Center

and the Boston Public Library. Mr. Hailer also serves as the Chairman of the Board for each of the New England Council and the Back Bay Association. Mr. Hailer previously served as a member of Beloit College's Board of Trustees. Mr. Hailer's broad experience in the financial services industry, as well as his significant capital markets and financial experience, make him a valuable member of our board of directors.

Robert W. Owens was elected to serve as a director of our general partner and as a member of the conflicts, compensation and audit committees of the board of directors of our general partner in October 2020. On January 1, 2022, he was designated chair of the compensation committee. He has more than 40 years of experience in the energy industry. He served as President and Chief Executive Officer of Sunoco LP ("Sunoco") from 2012 until his retirement in 2017, and as a member of the board of directors of Sunoco from 2014 through 2018. Mr. Owens helped successfully grow Sunoco through a series of strategic transactions, including the acquisition of Susser Holdings Corporation. Prior to joining Sunoco in 1997, he served in executive roles for Ultramar Diamond Shamrock Corporation, Amerada Hess Corporation and Mobil Oil Corporation. Mr. Owens served as a member of the board of directors of Philadelphia Energy Solutions, Inc. ("PES") from 2012 through the sales of the PES refinery to Hilco Redevelopment Partners in June 2020. Mr. Owens' executive leadership experience and governance expertise, built over more than four decades in diverse aspects of the energy industry, make him well qualified to serve as a director of our general partner.

Section 16(a) Beneficial Ownership Reporting Compliance

Section 16(a) of the Securities Exchange Act of 1934 requires directors and executive officers of our general partner and persons who beneficially own more than 10% of a class of our equity securities registered pursuant to Section 12 of the Securities Exchange Act of 1934 ("Reporting Persons") to file certain reports with the SEC and the NYSE concerning their beneficial ownership of such securities. Based solely upon a review of the copies of reports on Forms 3, 4 and 5 and amendments thereto furnished to us, or written representations that no reports on Form 5 were required, we believe that all Reporting Persons complied with all Section 16(a) filing requirements in the year ended December 31, 2021, with the exception of (i) three Form 3s filed on behalf of Gregory B. Hanson, Jeremy Langhorn and Jaime Pereira due to delays in obtaining SEC codes for these reporting persons, and (ii) one Form 4 filed on behalf of Eric Slifka with respect to a transfer of common units from a non-reporting person into certain family trusts for which Mr. Slifka serves as trustee.

Executive Sessions

The board of directors of our general partner holds executive sessions for the non-management directors on a regular basis without management present. Since the non-management directors include directors who are not independent directors, the independent directors also meet in separate executive sessions without the other directors or management at least once each year to discuss such matters as the independent directors consider appropriate. In addition, any director may call for an executive session of non-management or independent directors at any board meeting. A majority of the independent directors selects a presiding director for any such executive session.

Communications with Unitholders, Employees and Others

Unitholders, employees and other interested persons who wish to communicate with the board of directors of our general partner, non-management or independent directors as a group, a committee of the board or a specific director may do so by transmitting correspondence addressed to the Board of Directors, Name of Director, Group or Committee, c/o Corporate Secretary, Global Partners LP, P.O. Box 9161, 800 South Street, Suite 500, Waltham, MA 02454-9161, Fax: 781-398-9211.

Letters addressed to the board of directors of our general partner in general will be reviewed by the corporate secretary and relayed to the chairman of the board or the chair of the appropriate committee. Letters addressed to the non-management or independent directors in general will be relayed unopened to the chair of the audit committee. Letters addressed to a committee of the board of directors or a specific director will be relayed unopened to the chair of the committee or the specific director to whom they are addressed. All letters regarding accounting, accounting policies, internal accounting controls and procedures, auditing matters, financial reporting processes or disclosure controls and procedures are to be forwarded by the recipient director to the chair of the audit committee.

Code of Ethics

Our general partner has adopted a code of business conduct and ethics that applies to all officers, directors and employees of our general partner, including the principal executive officer, principal financial officer and principal accounting officer, and to our subsidiaries and their officers, directors and employees.

A copy of the code of business conduct and ethics is available on our website at www.globalp.com or may be obtained without charge upon written request to the General Counsel at: Global Partners LP, P.O. Box 9161, 800 South Street, Suite 500, Waltham, MA 02454-9161.

Corporate Governance Matters

The NYSE requires the Chief Executive Officer of each listed company to certify annually that he is not aware of any violation by the company of the NYSE corporate governance listing standards as of the date of the certification, qualifying the certification to the extent necessary. The Chief Executive Officer of our general partner provided such certification to the NYSE in 2021.

The certifications of our general partner's Chief Executive Officer and Chief Financial Officer required by the Securities Exchange Act of 1934 are included as exhibits to this Annual Report on Form 10-K.

Item 11. Executive Compensation.

All of our executive officers and substantially all of our employees are employed by our general partner, except for our gasoline station and convenience store employees who are employed by Global Montello Group Corp. ("GMG"), and certain union personnel. Our general partner does not receive any management fee or other compensation for its management of Global Partners LP. Our general partner and its affiliates are reimbursed for expenses incurred on our behalf. These expenses include the costs of employee, executive officer and director compensation and benefits properly allocable to Global Partners LP. Our partnership agreement provides that our general partner will determine the expenses that are allocable to Global Partners LP.

Compensation Discussion and Analysis

We are managed and operated by the executive officers of our general partner. Executive officers of our general partner receive compensation in the form of base salaries, short-term incentive awards (contractual and/or discretionary) and long-term incentive awards. They also are eligible to participate in employee benefit plans and arrangements sponsored by our general partner or its affiliates, including plans that may be established by our general partner or its affiliates in the future. Our named executive officers (defined below) serve as executive officers of our general partner and each of our wholly-owned subsidiaries. The compensation described herein reflects their total compensation for services to us, our general partner and our subsidiaries.

Our "named executive officers" include (i) Mr. Eric Slifka, our Chief Executive Officer ("CEO"); (ii) Mr. Gregory B. Hanson, our Chief Financial Officer ("CFO") and Ms. Daphne H. Foster, our former CFO; (iii) the three most highly compensated executive officers of our general partner other than our CEO and CFO during 2021, who were Mr. Mark A. Romaine, our Chief Operating Officer ("COO"), Mr. Jeremy (Jez) Langhorn, our Chief Human Resources Officer and Mr. Matthew Spencer, our Chief Accounting Officer; and (iv) two former executive officers of our general partner who were not serving at the end of calendar year 2021, Mr. Edward J. Faneuil, our former Executive Vice President, General Counsel and Secretary, and Andrew Slifka, our former Executive Vice President and President of GDSO Division. Each of our named executive officers had an employment agreement with our general partner during 2021.

The compensation committee of the board of directors of our general partner (the "Compensation Committee") has direct responsibility for the compensation of our CEO based upon (i) contractual obligations pursuant to any employment agreement or arrangement between our CEO and our general partner, and (ii) compensation parameters established by the Compensation Committee with respect to salary adjustments, incentive plans and discretionary

bonuses, if any. The Compensation Committee also has oversight and approval authority for the compensation of our named executive officers other than our CEO based upon our CEO's recommendations, including awards under any incentive plans in which the named executive officers participate, and our general partner's contractual obligations pursuant to any employment agreements or arrangements with our named executive officers.

Compensation Objectives

The objectives of our compensation program with respect to our named executive officers are to attract, engage and retain individuals with the requisite knowledge, experience and skill sets required for our future success. Our compensation program is intended to motivate and inspire employee behavior that fosters high performance, and to support our overall business objectives. To achieve these objectives, we aim to provide each named executive officer with a competitive total compensation program. We currently utilize the following compensation components:

- Base salaries and benefits designed to attract and retain high caliber employees;
- Short-term, performance-based incentives and discretionary bonus awards designed to focus employees on key business objectives for a particular year; and
- Long-term, equity-based and/or cash incentive awards designed to support the achievement of our long-term business objectives and the retention of key personnel.

Compensation Methodology

Our general partner uses a third-party compensation consultant to study and supply market compensation data and to assist our management and the Compensation Committee in formulating competitive compensation plans and arrangements. The Compensation Committee retained BDO USA, LLP (“BDO”) as its outside compensation consultant for 2021.

Under our executive compensation structure, our goal is for our named executive officers’ total compensation to fall between the median (50th percentile) and 75th percentile of competitive total compensation levels, as identified by BDO's benchmarking results, following any adjustments made to marketplace pay levels in order to account for significant responsibilities that are assigned to our named executive officers and that exceed the scope of responsibilities generally associated with the external benchmark positions to which they are compared. Overall Partnership performance and individual performance may cause the targeted compensation levels to be adjusted up or down accordingly.

BDO worked with the Compensation Committee in 2021 to (i) review and update our reference group of peer companies for performance assessment purposes; (ii) help determine compensation ranges and award opportunities for each of our named executive officer positions; (iii) review and consider the design of, create the payment grid for, and update performance targets and related award levels for our named executive officers under, our general partner’s short-term incentive plan (the “STIP”) for 2021; (iv) assist with updated information for new three-year employment agreements for our named executive officers; (v) assist with compensation information related to the 2021 Form 10-K and support discussions between the Compensation Committee and our CEO; (vi) brief new Compensation Committee members with respect to the details, philosophy and methodology of our compensation program and (vii) assist with determination of compensation for independent directors. The plan design of our 2021 STIP, which is comprised of a 50% performance-based component and a 50% discretionary component, is the same as that of our 2020 STIP, except for adjustments to the individual performance target levels thereunder.

During 2020, BDO worked with the Compensation Committee to (i) review and update our reference group of peer companies for performance assessment purposes; (ii) help determine compensation ranges and award opportunities for each of our named executive officer positions; (iii) review and consider the design of, create the payment grid for, and update performance targets and related award levels for our named executive officers under, our general partner’s STIP for 2020; (iv) update levels of compensation for our independent board members based on peer group review; (v) assist with compensation information related to the 2020 Form 10-K and support discussions between the Compensation Committee and our CEO; and (iv) brief new Compensation Committee members with respect to the details, philosophy and methodology of our compensation program.

During 2019, BDO worked with the Compensation Committee to (i) review and update our reference group of peer companies for analysis of metrics used in the assessment of our performance; (ii) help determine the award opportunities provided to our named executive officers; (iii) assist with compensation information related to the 2019 Form 10-K; (iv) update information on methods and levels of compensation for our independent board members; (v) assist with updated information for a new three-year employment agreement for our CEO; (vi) measure our performance and that of our CEO in order to determine what our CEO earned under the long-term performance-based cash incentive plan under his 2018 employment agreement; and (vii) provide updated performance targets and related award levels for our named executive officers under our 2019 STIP.

Highlights of Compensation Program Policies for Named Executive Officers

- A significant portion of total direct compensation for our named executive officers is variable, dependent upon the Partnership's actual performance (e.g., short-term, performance-based incentives and long-term, cash-based or equity-based incentives);
- Repricing of options and unit appreciation rights is prohibited unless approved by unitholders; and
- The Compensation Committee engages the assistance of an independent compensation consultant.

Elements of Compensation

Our executive compensation structure utilizes complementary components to align our compensation with the needs of our business and to provide for desired levels of pay that competitively compensate our executive management personnel. We administer the program on the basis of total compensation. As described above, our goal is to target total compensation levels (i.e., base salary plus short- and long-term incentives) for our named executive officers to fall between the median (50th percentile) and 75th percentile compensation levels in our competitive marketplace. When we perform above or below our performance goals, we expect that result will be reflected in our compensation levels.

The elements of the 2021 executive officer compensation of our general partner were base salaries, discretionary bonuses, short-term incentive awards, long-term cash incentive awards, retirement, deferred compensation and health benefits, and perquisites consistent with those provided to executive officers generally and as may be approved by the Compensation Committee from time to time.

A description of the components of the compensation program and principles used to guide their administration appears below:

Base Salaries

Each named executive officer's base salary is a fixed component of compensation for each year. Base salary is designed to compensate executives for the responsibility of the level of the position they hold and sustained individual performance (including experience, scope of responsibility, results achieved and future potential). Historically, the base salaries for our named executive officers with employment agreements have been set by the terms of their respective employment agreements in effect from time to time while the base salary for the named executive officer without an employment agreement has been set in accordance with our CEO's recommendation, using salary range information from BDO, and as approved by the Compensation Committee. The annualized base salaries in effect as of the end of 2021 for our named executive officers were as follows: $1,000,000 for Mr. Eric Slifka, $575,000 for Mr. Romaine; $400,000 for Mr. Hanson; $475,000 for Mr. Langhorn and $300,000 for Mr. Spencer.

Short-Term Incentive Plans

Our general partner established a cash bonus pool for 2021 to fund short-term incentive awards for each of our named executive officers. Target awards under our general partner's 2021 STIP included a performance-based component, for which 50% of the cash bonus pool was available (the "STIP Performance Component"), and a discretionary component, for which the other 50% of the cash bonus pool was available (the "STIP Discretionary Component"). Incentive awards earned under the 2021 STIP were based on the Partnership's actual performance in

relation to a specified objective for distributable cash flow established by the Compensation Committee in March 2021 (the "DCF objective"). Under the 2021 STIP, for purposes of determining whether a specified target was achieved, "distributable cash flow" (a non-GAAP financial measure used by management) means our net income plus depreciation and amortization, less our maintenance capital expenditures ("DCF"), as adjusted by the Compensation Committee in its discretion to account for unusual, one-time factors that occurred during the year and could have increased or decreased DCF. DCF is discussed under "Results of Operations—Evaluating Our Results of Operations" and reconciled to its most directly comparable GAAP financial measures under "Results of Operations—Key Performance Indicators" in Part II, Item 7, "Management's Discussion and Analysis of Financial Conditions and Results of Operations."

Under the 2021 STIP, each of our named executive officers was assigned an incentive target value expressed as a percentage of his or her base salary. The 2021 incentive target values were: 100% (or $1,000,000) for Mr. Eric Slifka; 100% (or $575,000) for Mr. Romaine; 75% (or $300,000) for Mr. Hanson; 100% (or $475,000) for Mr. Langhorn; 100% (or $300,000) for Mr. Spencer; 100% (or $500,000) for Ms. Foster; 100% (or $500,000) for Mr. Faneuil; and 100% (or $475,000) for Mr. Andrew Slifka. 50% of the incentive target value for each named executive officer was allocated to his or her STIP Performance Component and 50% was allocated to his or her STIP Discretionary Component.

STIP Performance Component (50% of the incentive target value).—Under the terms of the 2021 STIP, 100% of the STIP Performance Component is earned when the DCF objective is achieved. However, the 2021 STIP also provides for an increased payout under the STIP Performance Component when the DCF objective is exceeded, a reduced payout under the STIP Performance Component when the DCF objective is not achieved but exceeds a certain DCF minimum threshold, and no payout if the STIP Performance Component minimum threshold is not achieved. Such increases and reductions in payouts are determined in accordance with an award payout grid adopted by the Compensation Committee at the time that the 2021 STIP was established. In general, DCF must exceed a minimum of 80% of the DCF objective before participants earn any portion of the STIP Performance Component. Under the 2021 STIP, a participant's incentive opportunity increases to a maximum of 200% of the STIP Performance Component at 120% of the DCF objective and is determined on a quantitative basis solely based on the Partnership's actual DCF for 2021. In 2021, the Partnership achieved DCF of $120,900,000 million, or 120.9% of the DCF objective set by the Compensation Committee for 2021. Accordingly, our named executive officers who held their positions as of December 31, 2021 were entitled to receive 200% of their respective STIP Performance Components, specifically as follows: $1,000,000 for Mr. Eric Slifka; $575,000 for Mr. Romaine; $200,000 for Mr. Hanson; $332,500 for Mr. Langhorn; and $300,000 for Mr. Spencer. Ms. Foster and Messrs. Faneuil and Andrew Slifka were not entitled to receive their STIP Performance Components due to the termination of their employment during 2021. For Mr. Hanson, the amount of the award under the STIP Performance Component was calculated based on his base salary (as opposed to his STIP target) and prorated to account for the partial year for which he held the positions of Treasurer and Chief Financial Officer. For Mr. Langhorn, the amount of the award under the STIP Performance Component was prorated for the partial year for which he held his position.

STIP Discretionary Component (50% of the incentive target value).—The STIP Discretionary Component is intended to be used as a discretionary award, allowing the Compensation Committee to analyze other factors that it may elect to use for determining the STIP Discretionary Component. Such factors may include, without limitation, market factors and significant acquisitions, developments and ventures accomplished by us, management of our business in the face of adverse market conditions and, as may be applicable, the contributions of any or all of the named executive officers. Mr. Eric Slifka's evaluation of our named executive officers' performance in 2021 included the recognition that their individual and collective performances were excellent, especially in light of the day-to-day operational and procedural changes that were required in response to the COVID-19 pandemic including, without limitation, emphasizing teamwork across departments and enhancing communications to facilitate working remotely. Mr. Slifka also applauded our named executive officers' continuing efforts to position us to realize the benefits of a downstream integrated model, working together to expand the use of our terminals and logistics capabilities, take advantage of market opportunities, and tighten operations while reducing leverage, continuing to ensure ample liquidity, generating sufficient cash flow to cover our distributions, and maintaining flexibility to invest in assets fundamental to our growth objectives.

In considering whether, and in what amount(s), to grant any or all of our named executive officers 2021 STIP Discretionary Component awards, the Compensation Committee recognized that our business performance in 2021 was

strong, with our leadership team successfully managing external challenges and fulfilling many important initiatives. The Compensation Committee noted that our named executive officers individually and collectively have continued to effectively oversee development of activities and staffing consistent with our strategies and growth objectives, and that they encourage the identification of and response to new opportunities as they arise. The following initiatives were undertaken by us under the leadership of Mr. Eric Slifka and executed by our named executive officers to strategically continue to strengthen our balance sheet and enhance our liquidity in light of the uncertainties surrounding the COVID-19 pandemic and in order to be in a position to invest in opportunities fundamental to our growth strategy. Our 2021 initiatives included:

- We continued our COVID-19 protocols which enabled us to keep our gasoline stations, convenience stores and terminals open without significant interruption, and implemented new cross-functional communication channels that allowed us to exploit interdepartmental synergies.
- On March 24, 2021, we issued 3,000,000 of our 9.50% Series B Fixed Rate Cumulative Redeemable Perpetual Preferred Units pursuant to an Underwriting Agreement dated as of March 17, 2021, the proceeds of which were used to reduce indebtedness under our credit agreement.
- On May 5, 2021, we amended our credit agreement to, among other things, (i) increase the commitment under the working capital revolving credit facility to $800.0 million and the commitment under the revolving credit facility to $450.0 million; (ii) extend the maturity date to May 6, 2024; and (iii) decrease the applicable rate under the working capital credit facility by 0.125%.
- On June 7, 2021, we entered into an asset purchase agreement to expand by acquiring retail gasoline and convenience store assets from Sherman V. Allen, Inc. and its affiliates. The acquisition closed on August 10, 2021 and included 13 company operated convenience stores and commissioned agent locations in Vermont, New Hampshire, Massachusetts and New York.
- On September 24, 2021, we entered into an asset purchase agreement to expand by acquiring retail gasoline and convenience store assets from Miller Oil Co., Inc. and its affiliates. The acquisition closed on February 1, 2022 and included 21 company operated Miller's Neighborhood Market convenience stores and 2 owned or leased fuel sites, all located in Virginia and 34 fuel supply-only sites located in Virginia and North Carolina.
- On November 24, 2021, we entered into a purchase and sale agreement to sell our terminal located in Boston Harbor in Revere, Massachusetts for a purchase price of $150.0 million in cash which is estimated to result in the realization by the Partnership of proceeds in excess of $100.0 million.
- On November 29, 2021, we exercised the accordion feature under our credit agreement to increase the commitment under the working capital revolving credit facility by $100.0 million to $900.0 million.
- In December 2021, we entered into a consent decree with the United States Federal Trade Commission to clear the way for the purchase of convenience store and gas station assets from Jetway Corporation and its subsidiaries, Wheels of CT, Inc. and Consumers Petroleum of Connecticut, Inc., pursuant to a Purchase and Sale Agreement date December 9, 2020. The acquisition closed on January 25, 2022 and included 27 company operated convenience stores and gas stations and 24 supply only gas stations.
- We conducted extensive internal and external searches to appoint 4 new executives over the last 12 months–Chief Financial Officer, Chief Legal Officer, Chief Information Officer and Chief Human Resources Officer.
- To support the hiring and retention of great people across our Retail, Terminal and Corporate businesses, we appointed a Head of Diversity, Equity and Inclusion and adopted a 3-year DEI strategy.
- Continuing commitment to invest in our infrastructure.
- Ongoing divestiture of non-strategic assets.

Taking into account Mr. Eric Slifka's assessment, the Partnership's results of operations for 2021, as well as the Compensation Committee's review of the individual performance of each of our named executive officers in 2021, the Compensation Committee awarded our named executive officers 200% of their respective STIP Discretionary Components for 2021, specifically as follows: specifically as follows: $1,000,000 for Mr. Eric Slifka; $575,000 for

Mr. Romaine; $200,000 for Mr. Hanson; $332,500 for Mr. Langhorn; and $300,000 for Mr. Spencer. For Mr. Hanson, the amount of the award under the STIP Discretionary Component was calculated based on his base salary (as opposed to his STIP target) and prorated to account for the partial year for which he held the positions of Treasurer and Chief Financial Officer. For Mr. Langhorn, the amount of the award under the STIP Discretionary Component was prorated for the partial year for which he held his position.

In addition, the Compensation Committee paid a discretionary amount equal to $1,000,000 under the 2021 STIP to each of Mr. Faneuil and Ms. Foster in light of their service during 2021 prior to the termination of their employment.

Annual Bonuses—Discretionary

Our compensation program for named executive officers contains a provision for the Compensation Committee to award a discretionary bonus to recognize significant contributions made by an executive in the course of the year. These are one-time awards and not associated with any of our incentive plans. The Compensation Committee may make discretionary bonus awards to our CEO. Our CEO may also recommend discretionary bonus awards for any or all other named executive officers for consideration and approval by the Compensation Committee for similar purposes.

The Compensation Committee did not award any discretionary bonus payments under this program in respect of our named executive officers' service during 2021 or 2019. The Compensation Committee awarded Messrs. Eric Slifka, Romaine and Faneuil, Ms. Foster and Messrs. Hanson and Spencer discretionary bonuses in the amounts of $986,000, $569,000, $495,000, $495,000, $250,000 and $200,000, respectively, in respect of their service during 2020.

Long-Term Cash Incentive Awards

Long-Term Cash Incentive Plans—The Global Partners LP 2018 Long-Term Cash Incentive Plan (as amended from time to time, the "LTCIP") allows the board of directors of our general partner or the Compensation Committee to grant cash incentive awards (collectively, the "LTCIP Awards") to independent directors of our general partner or employees (including our named executive officers) who provide services to the Partnership or its affiliates in recognition of their respective contributions to our financial results.

Once a portion of an LTCIP Award vests, it is paid to the recipient as soon as practicable thereafter. If a named executive officer's employment with our general partner is terminated for any reason, the Compensation Committee will generally have sole discretion to determine whether any or all of the unvested portion of such named executive officer's LTCIP Award(s) shall become vested, forfeited, or shall continue to vest pursuant to its terms as if the named executive officer's service had continued through the last applicable vesting date. Upon the occurrence of a Change of Control (as defined in the LTCIP), the unvested portion of such named executive officer's LTCIP Award(s) shall immediately become fully vested.

On October 22, 2021, the board of directors of our general partner granted awards under the LTCIP to our named executive officers (each, a "2021 LTCIP Award") in the following amounts: $3,500,000 for Mr. Eric Slifka; $1,300,000 for Mr. Romaine; and $600,000 for Mr. Spencer. Each 2021 LTCIP Award is subject to the following vesting schedule: 33.4% of the award vests on July 10, 2023, 33.3% of the award vests on July 10, 2024 and 33.3% of the award vests on July 10, 2025, subject to each named executive officer's continued employment through such vesting dates.

On August 25, 2020, the board of directors of our general partner granted awards under the LTCIP to our named executive officers (each, a "2020 LTCIP Award") in the following amounts: $3,300,000 for Mr. Eric Slifka; $1,200,000 for Mr. Romaine; $400,000 for Mr. Spencer; $1,050,000 for Mr. Faneuil; and $1,050,000 for Ms. Foster. Each 2020 LTCIP Award is subject to the following vesting schedule: 33.4% of the award vests on September 25, 2022, 33.3% of the award vests on September 25, 2023 and 33.3% of the award vests on September 25, 2024, subject to each named executive officer's continued employment through such vesting dates.

On August 7, 2019, the board of directors of our general partner granted awards under the LTCIP to our named executive officers (each, a "2019 LTCIP Award") in the following amounts: $1,200,000 for Mr. Eric Slifka; $1,000,000

for Mr. Romaine; $275,000 for Mr. Spencer; $850,000 for Mr. Faneuil; and $850,000 for Ms. Foster. Each 2019 LTCIP Award is subject to the following vesting schedule: 33.4% of the award vested on August 10, 2021, 33.3% of the award vests on August 10, 2022 and 33.3% of the award vests on August 10, 2023, subject to each named executive officer's continued employment through such vesting dates.

Long-Term Performance-Based Cash Incentive Plan Awards for Mr. Eric Slifka—Mr. Eric Slifka's prior employment agreement with our general partner that was in effect during 2018 and January 2019 included a provision for a long-term performance-based cash incentive plan covering the period from March 29, 2018 through March 29, 2019 (the "2018 Long-Term Performance-Based Cash Incentive Plan"). The 2018 Long-Term Performance-Based Cash Incentive Plan was designed with two separate components: 50% of the award is based upon the Partnership's total unitholder (or shareholder) return ("TSR"), as compared against the TSRs of the individual entities comprising two groups of constituent companies (the "Constituent Companies"), for a defined twelve month period of time, and 50% of the award is discretionary, as determined by the Compensation Committee based upon its evaluation of the Mr. Eric Slifka's performance and such external factors as the Compensation Committee deems appropriate. On April 12, 2019, the Compensation Committee determined that Mr. Eric Slifka earned $2,025,000 under the performance component and $675,000 under the discretionary component, for a total award of $2,700,000. The first of two equal installments of amounts earned pursuant to the 2018 Long-Term Performance-Based Cash Incentive Plan was paid in January 2020; the second such installment was paid in February 2021.

Long-Term Equity Incentive Awards

2017 Phantom Unit Awards.—On August 16, 2017, the Compensation Committee approved the grant of phantom unit awards (collectively, the "2017 Phantom Unit Awards") pursuant to phantom unit award agreements (each, a "Phantom Unit Agreement") under the Global Partners LP Long-Term Incentive Plan (as amended from time to time, the "LTIP") to each of our named executive officers who had an employment agreement with us during 2017. Each 2017 Phantom Unit Award is subject to the following vesting schedule: 25% of the phantom units subject to such award vested on August 1, 2020, 35% of the phantom units subject to such award vested on August 1, 2021 and 40% of the phantom units subject to such award will vest on August 1, 2022.

If a named executive officer's employment with our general partner is terminated (a) by our general partner for Cause (as defined in such named executive officer's employment agreement), or (b) by the named executive officer voluntarily (other than due to retirement), all unvested phantom units subject to such named executive officer's 2017 Phantom Unit Award will immediately be forfeited without payment. If a named executive officer's employment with our general partner is terminated for any other reason, the Compensation Committee will generally have sole discretion to determine whether any or all of the unvested phantom units subject to such named executive officer's 2017 Phantom Unit Award will become vested or forfeited. Upon the occurrence of a Change of Control (as defined in a named executive officer's employment agreement), all unvested phantom units subject to such named executive officer's 2017 Phantom Unit Award will immediately become vested.

Upon vesting of the 2017 Phantom Unit Awards, phantom units will be settled in our common units unless the Compensation Committee decides, in its sole discretion, to settle such phantom units in cash or a combination of common units and cash.

Retirement and Health Benefits; Perquisites

Global Partners 401(k) Savings and Profit Sharing Plan

The Global Partners LP 401(k) Savings and Profit Sharing Plan (the "Global 401(k) Plan") permits all eligible employees to make voluntary pre-tax contributions to the plan, subject to applicable tax limitations. The Global 401(k) Plan provides for employer matching contributions equal to 100% of elective deferrals up to the first 3% of eligible compensation plus 50% of elective deferrals up to the next 2% of eligible compensation. In 2020, all employees were eligible to participate in the Global 401(k) Plan other than employees who were (1) not yet 21 years of age, (2) covered by a collective bargaining agreement that does not provide for employees to be covered by the Global 401(k) Plan or (3) nonresident aliens. New employees may begin to contribute to the Global 401(k) Plan on the first day of the month following their respective dates of hire, although they are not eligible to receive matching payments under the Global 401(k) Plan until they have been employed by our general partner or one of our operating subsidiaries for six months. Eligible employees may elect to contribute up to 100% of their compensation to the plan for each plan year. Employee contributions are subject to annual dollar limitations, which are adjusted periodically for changes in the cost of living. Participants in the plan are always fully vested in any matching contributions under the plan; however, discretionary profit sharing contributions are subject to a six-year vesting schedule. The plan is intended to be tax-qualified under Section 401(a) of the Code so that contributions to the plan, and income earned on plan contributions, are not taxable to employees until withdrawn from the plan, and so that our general partner's contributions, if any, will be deductible when made.

Pension Benefits

Each of our named executive officers, other than Messrs. Hanson, Langhorn and Spencer, is eligible to participate in our general partner's pension plan in accordance with our general partner's policies and on the same general basis as other employees of our general partner. Under our general partner's pension plan, an employee becomes fully vested in his or her pension benefits after completing five years of service or, if earlier, upon termination due to death or disability. Please read "Other Benefits—Pension Benefits" for information with respect to eligibility standards and calculations of estimated annual pension benefits payable upon retirement under the pension plan. Our general partner's pension plan was frozen on December 31, 2009.

Other Benefits

Each of our named executive officers is eligible to participate in our general partner's health insurance plans and other employee benefit plans in accordance with our general partner's policies and on the same general basis as other employees of our general partner.

Additional perquisites for our named executive officers may include payment of premiums for long-term disability insurance, automobile fringe benefits, club membership dues and payment of fees for professional financial planning, tax and/or legal advice.

Employment Agreements

Our CEO, Mr. Eric Slifka, entered into a new two-year, eleven-month employment agreement with our general partner effective as of February 1, 2019, the term of which was extended by its terms until April 15, 2022 to allow for finalization of new short-term and long-term incentive payment plans. Each of Messrs. Romaine and Spencer entered into a new three-year employment agreement with our general partner effective as of January 1, 2019, the term of each of which was extended by its terms until April 15, 2022 to allow for finalization of new short-term and long-term incentive payment plans. Each of Messrs. Faneuil and Andrew Slifka and Ms. Foster also entered into a new three-year employment agreement with our general partner effective as of January 1, 2019, except that such agreements were terminated upon the termination of their employment during 2021. Mr. Faneuil terminated employment as a result of his death on May 17, 2021. Ms. Foster terminated employment as a result of her retirement on August 31, 2021. Mr. Andrew Slifka terminated employment as a result of his resignation on September 27, 2021. Mr. Langhorn entered into an eight-month employment agreement with our general partner effective as of April 19, 2021, the term of which

was extended by its terms until April 15, 2022 to allow for finalization of new short-term and long-term incentive payment plans. Mr. Hanson entered into a new three-month employment agreement with our general partner effective as of September 1, 2021, the term of which was extended by amendment date as of December 31, 2021 until the earlier of (i) the date of execution of a mutually agreeable new 2022 employment agreement and (ii) April 15, 2022. We believe that the post-termination and change in control payments in the employment agreements allowed our named executive officers to focus on making business decisions that maximized our interests and the interests of our unitholders without allowing personal considerations to influence the decision-making process. Please read “Potential Payments upon Termination or Change of Control” for a discussion of the provisions in each employment agreement relating to termination, change in control and related payment obligations.

Relationship of Compensation Elements to Compensation Objectives

We use base salaries to provide financial stability and to compensate our executive officers for fulfillment of their respective job duties.

We use a short-term incentive plan with performance-based and discretionary components to align a significant portion of our executive officers’ compensation with annual business performance and success, and to provide rewards and recognition for key business outcomes such as achieving increased quarterly distributions in line with our financial results, expanding our distribution, marketing and sales of petroleum products, expanding our gasoline station and convenience store assets and the geographic markets that we serve, and diversifying our product mix to enhance profitability and effectively managing our business. Short-term performance-based incentives also allow flexibility to reward performance and individual success consistent with such criteria as may be established from time to time by our CEO and the Compensation Committee.

Our long-term incentive plans (the LTIP, the LTCIP and, solely with respect to Mr. Eric Slifka, the 2018 Long-Term Performance-Based Cash Incentive Plan) provide incentives and reward eligible participants for the achievement of long-term objectives, facilitate the retention of key employees by aligning their incentives with our long-term performance, continue to make our compensation mix more competitive, and align the interests of management with those of our unitholders.

We offer a mix of traditional perquisites such as automobile fringe benefits and country/golf club memberships, and additional benefits, such as payment of professional financial planning and tax advice fees, that are tailored to address our executive officers’ individual needs, to facilitate the performance of their job duties and to be competitive with the total compensation packages available to executive officers generally.

Tax Deductibility of Compensation

With respect to the deduction limitations imposed under Section 162(m) of the Internal Revenue Code of 1986, as amended (the “Code”), we are a limited partnership and do not meet the definition of a “corporation” under Section 162(m). Accordingly, such limitations do not apply to compensation paid to our named executive officers.

Compensation Committee Report

The Compensation Committee has reviewed and discussed the Compensation Discussion and Analysis required by Item 402(b) of Regulation S-K with management. Based upon such review, the related discussions and such other matters deemed relevant and appropriate by the Compensation Committee, the Compensation Committee has recommended to the board of directors that the Compensation Discussion and Analysis be included in this Form 10-K.

Robert W. Owens (Chair)
John T. Hailer
Robert J. McCool
Jaime Pereira
February 24, 2022

Compensation Committee Interlocks and Insider Participation

The Compensation Committee is currently comprised of Robert J. McCool, Robert W. Owens, John T. Hailer and Jaime Pereira. Kenneth I. Watchmaker was a member of the Compensation Committee from the formation of Global GP LLC until his retirement from the board of directors of our general partner effective December 31, 2021. Jaime Pereira was appointed to the board of directors of our general partner and became a member of the Compensation Committee effective October 25, 2021. None of the members of the Compensation Committee are officers or employees of our general partner or any of its affiliates. Mr. Richard Slifka has served as Chairman of our general partner's board of directors since March 12, 2014 and previously served as Vice-Chairman of our general partner's board of directors since its inception. Mr. Eric Slifka has served as Vice-Chairman of our general partner's board of directors since March 12, 2014.

Compensation of Named Executive Officers

The following table sets forth certain information with respect to compensation during 2021, 2020 and 2019 of our named executive officers.

Name and Principal Position	Year	Salary ($) (4)	Bonus ($) (5)	Non-Equity Incentive Plan Compensation ($) (6)	Change in Pension Value and Deferred Nonqualified Compensation Earnings ($) (7)	All Other Compensation ($) (8)(9)(10)(11)(12)	Total ($)
Eric Slifka	2021	1,000,000	—	5,500,000	—	92,919	6,592,919
President and CEO	2020	1,000,000	986,000	3,350,000	123,562	109,241	5,568,803
	2019	1,000,000	—	599,150	164,449	100,008	1,863,607
Gregory B. Hanson	2021	292,468	250,000	400,000	—	42,634	985,102
Chief Financial Officer							
Mark A. Romaine	2021	575,000	—	2,450,000	2,286	42,455	3,069,741
Chief Operating Officer	2020	575,000	569,000	1,150,000	52,463	40,951	2,387,414
	2019	575,000	—	344,511	68,892	39,409	1,027,812
Matthew Spencer	2021	300,000	—	600,000	—	48,655	948,655
Chief Accounting Officer	2020	275,000	200,000	400,000	—	48,573	923,573
	2019	275,000	—	119,830	—	50,321	445,151
Jez Langhorn	2021	334,659	—	665,000	—	243,227	1,242,886
Chief Human Resources Officer							
Daphne H. Foster (1)	2021	375,961	—	—	785	4,711,973	5,088,719
Former Chief Financial Officer	2020	500,000	495,000	1,000,000	5,713	25,305	2,026,018
	2019	500,000	—	299,575	8,065	25,105	832,745
Edward J. Faneuil (2)	2021	208,333	—	—	47,358	7,769,657	8,025,348
Former EVP, General Counsel	2020	500,000	495,000	1,000,000	61,410	53,468	2,109,878
and Secretary	2019	500,000	—	299,575	80,950	48,208	928,733
Andrew Slifka (3)	2021	405,578	—	—	8,086	94,463	508,127
Former EVP and President of	2020	475,000	335,000	670,000	62,300	67,582	1,609,882
GDSO Division	2019	475,000	—	200,715	84,100	62,522	822,337

(1) Ms. Foster ceased to serve as Chief Financial Officer as a result of her retirement on August 31, 2021.

(2) Mr. Faneuil ceased to serve as EVP, General Counsel and Secretary as a result of his death on May 17, 2021.

(3) Mr. Andrew Slifka ceased to serve as EVP and President of GDSO Division as a result of his resignation on September 27, 2021.

(4) Amounts reported in this column reflect the base salary earned by our named executive officers for services performed during the applicable fiscal year.

(5) In 2021, Messrs. Eric Slifka, Romaine and Faneuil, Ms. Foster and Messrs. Hanson and Spencer were paid discretionary bonuses of $986,000, $569,000, $495,000, $495,000, $250,000 and $200,000, respectively, for services performed during 2020. No discretionary bonuses were paid to our named executive officers for services performed during 2021 or 2019.

(6) Amounts reported in this column reflect the bonuses paid to each of the named executive officers for services performed during 2021, 2020 and 2019, which were determined in accordance with our general partner's Short-Term Incentive Plans described above under "*Elements of Compensation—Short-Term Incentive Plans.*" For Mr. Hanson, the amount of the award under the 2021 STIP was calculated based on his base salary (as opposed to his STIP target) and prorated to account for the partial year for which he held the positions of Treasurer and Chief Financial Officer. For Mr. Langhorn, the amount of the award under the 2021 STIP was prorated for the partial year for which he held his position. For Mr. Eric Slifka, the amount shown includes equal installments of $1,350,000 that were paid in January 2020 and February 2021, respectively, following the satisfaction of the vesting condition applicable to his award granted under the 2018 Long-Term Performance-Based Cash Incentive Plan. For more information, see "*Elements of Compensation—Long-Term Cash Incentive Awards—Long-Term Performance-Based Cash Incentive Plan Awards for Mr. Eric Slifka*." For the avoidance of doubt, note that the amounts reported in this column do not reflect the grant date fair value of bonuses or non-equity incentive plan compensation granted to the named executive officers in respect of service during 2021, 2020 or 2019. The grant date fair values of bonuses and non-equity incentive plan compensation granted to the named executive officers in respect of service during 2021, 2020 and 2019 are described below under "Pro-Forma Disclosure Table."

(7) Messrs. Hanson, Langhorn and Spencer are not eligible to participate in our general partner's pension plan because it was frozen prior to their commencement of employment with us.

(8) With respect to Mr. Eric Slifka, "All Other Compensation" for the years ended December 31, 2021, 2020 and 2019 includes, among other things, (a) club membership dues, and (b) professional financial planning and tax advice fees, paid by us in the amounts of $23,518 and $26,700, respectively, for 2021; $20,814 and $33,550, respectively, for 2020; and $31,200 and $25,427, respectively, for 2019. The amounts in this column for 2021 are described further in the All Other Compensation table below.

(9) With respect to Mr. Langhorn, "All Other Compensation" for 2021 includes payment of $219,612 for relocation expenses.

(10) With respect to Ms. Foster, "All Other Compensation" for 2021 includes (a) a $2,810,000 bonus awarded to Ms. Foster by the Compensation Committee in recognition of her years of service to the Partnership and (b) a $1,750,000 bonus awarded to Ms. Foster by the Compensation Committee in lieu of long-term cash incentive awards under the LTCIP for calendar years 2020 and 2021.

(11) With respect to Mr. Faneuil, "All Other Compensation" for 2021 includes (a) severance payments made pursuant to his employment agreement upon termination of his employment due to death, including (i) a lump sum payment equal to 200% of his then base salary ($1,000,000), plus (ii) an amount equal to 200% of the target incentive amount under the then applicable short-term incentive plan ($1,000,000), plus (iii) acceleration of vesting of his cash interests in certain long-term incentive plans ($3,670,389), plus (iv) group health and similar insurance premiums on behalf of him and his spouse and dependents for 18 months following the date of termination ($15,696); (b) a $1,500,000 bonus awarded to Mr. Faneuil by the Compensation Committee in recognition of his years of service to the Partnership; (c) a $1,500,000 bonus awarded to Mr. Faneuil by the Compensation Committee in lieu of long-term cash incentive awards under the LTCIP for calendar year 2020 and 2021; and (d) base salary for accrued but not taken days of paid time off in the amount of $75,099.

(12) With respect to Mr. Andrew Slifka, "All Other Compensation" for 2021 includes, among other things, (a) professional financial planning and tax advice fees, paid by us in the amount of $20,741and (b) base salary for accrued but not taken days of paid time off in the amount of $34,422.

Pro-Forma Disclosure Table

The Pro-Forma Disclosure Table below reflects the value of compensation granted to Messrs. Eric Slifka, Romaine and Spencer as of the end of 2021 in respect of service during 2021, 2020 and 2019. While not required by the SEC's executive compensation disclosure rules, we believe this optional disclosure is relevant and helpful for unitholders to understand our executive compensation structure in more detail.

Name	Year	Salary ($)	Bonus ($) (1)	Short-Term Incentive Cash Awards ($) (2)	Long-Term Incentive Cash Awards ($) (3)	Change in Pension Value and Deferred Nonqualified Compensation Earnings ($)	All Other Compensation ($)	Total ($)(4)
Eric Slifka	2021	1,000,000	—	2,000,000	—	—	92,919	3,092,919
	2020	1,000,000	986,000	2,000,000	3,500,000	123,562	109,241	7,718,803
	2019	1,000,000	—	599,150	3,300,000	164,449	100,008	5,163,607
Mark A. Romaine	2021	575,000	—	1,150,000	—	2,286	42,455	1,769,741
	2020	575,000	569,000	1,150,000	1,300,000	52,463	40,951	3,687,414
	2019	575,000	—	344,511	1,200,000	68,892	39,409	2,227,812
Matthew Spencer	2021	300,000	—	600,000	—	—	48,655	948,655
	2020	275,000	200,000	400,000	600,000	—	48,573	1,523,573
	2019	275,000	—	119,830	400,000	—	50,321	845,151

(1) In 2021, Messrs. Eric Slifka, Romaine and Mr. Spencer were paid discretionary bonuses of $986,000, $569,000 and $200,000, respectively, for services performed during 2020. No discretionary bonuses were paid to our named executive officers for services performed during 2021 or 2019.

(2) Amounts reported in this column reflect the grant date fair value of the short-term cash incentive awards granted during the applicable year for service during the applicable year under our general partner's Short-Term Incentive Plans, which are described above under "*Elements of Compensation—Short-Term Incentive Plans.*"

(3) Amounts reported in this column reflect the grant date fair value of the long-term cash incentive awards granted in respect of service during the applicable year under the LTCIP and, with respect to Mr. Eric Slifka, the 2018 Long-Term Performance-Based Cash Incentive Plan contained in Mr. Eric Slifka's prior employment agreement with our general partner that was in effect during 2018 and January 2019. See the section above titled "*Elements of Compensation—Long-Term Cash Incentive Awards*" for more information.

(4) Amounts reported in this table do not include the value of any unit awards or long-term incentive cash awards granted in respect of service during 2021 as long-term incentive awards are not expected to be granted, if applicable, until after this Annual Report on Form 10-K for the year ended December 31, 2021 is filed. The value of such compensation will be disclosed in a Pro-Forma Disclosure Table contained in a future Annual Report on Form 10-K.

All Other Compensation Table

The following table describes each component of the "All Other Compensation" column of the Summary Compensation Table for the fiscal year ended December 31, 2021:

Name	Employer Contributions to Global 401(k) Plan ($)	Club Membership Dues, Legal Fees and Professional Financial Planning and Tax Advice Fees ($)	Personal Benefits ($) (1)(2)(3)(4)(5)	Total All Other Compensation ($)
Eric Slifka	3,333	53,061	36,525	92,919
Gregory B. Hanson	11,400	—	31,234	42,634
Mark A. Romaine	11,400	—	31,055	42,455
Matthew Spencer	15,700	—	32,955	48,655
Jez Langhorn	3,166	—	240,061	243,227
Daphne H. Foster	11,400	—	4,700,573	4,711,973
Edward J. Faneuil	11,400	8,923	7,749,334	7,769,657
Andrew Slifka	11,400	24,150	58,913	94,463

(1) The amounts in this column include the estimated incremental cost of an automobile provided by us for the named executive officer's use; medical and dental premiums (or opt-out payments for declining coverage under our group healthcare policies) paid by us; and life insurance and long-term disability premiums paid by us.

(2) With respect to Mr. Langhorn, "Personal Benefits" for 2021 includes payment of $219,612 for relocation expenses, as described in footnote 9 to the table titled "*Compensation of Named Executive Officers.*"

(3) With respect to Ms. Foster, "Personal Benefits" includes the amounts described in footnote 10 to the table titled "*Compensation of Named Executive Officers.*"

(4) With respect to Mr. Faneuil, "Personal Benefits" includes the amounts described in footnote 11 to the table titled "*Compensation of Named Executive Officers.*"

(5) With respect to Mr. Andrew Slifka, "Personal Benefits" includes the amounts described in footnote 12 to the table titled "*Compensation of Named Executive Officers.*"

Grants of Plan-Based Awards

The following table sets forth the minimum threshold, target and maximum possible payout amounts, depending upon our financial performance in 2021, with respect to the short-term cash incentive awards granted during 2021 to our named executive officers under the STIP. With respect to the long-term cash incentive awards granted during 2021 to our named executive officers under the LTCIP, we use competitive benchmark information developed by BDO and take into account our performance, the applicable named executive officer's performance and other compensation earned by such named executive officer in 2021 to determine an award amount that may be earned by each named executive officer without reference to "threshold", "target" or "maximum" amounts.

		Estimated Possible Payouts Under Non-Equity Incentive Plan Awards (1)(2)(3)		
Name	**Award Type**	**Minimum Threshold ($)**	**Target ($)**	**Maximum ($)**
Eric Slifka	STIP	100,000	1,000,000	2,000,000
	LTCIP	—	—	—
Gregory B. Hanson	STIP	50,000	300,000	600,000
	LTCIP	—	—	—
Mark A. Romaine	STIP	57,500	300,000	600,000
	LTCIP	—	—	—
Matthew Spencer	STIP	30,000	300,000	600,000
	LTCIP	—	—	—
Jez Langhorn	STIP	47,500	475,000	950,000
	LTCIP	—	—	—
Daphne H. Foster (3)	STIP	50,000	500,000	1,000,000
	LTCIP	—	—	—
Edward J. Faneuil (3)	STIP	50,000	500,000	1,000,000
	LTCIP	—	—	—
Andrew Slifka (3)	STIP	47,500	475,000	950,000
	LTCIP	—	—	—

(1) For calendar year 2021, each named executive officer's 2020 STIP award consisted of the STIP Performance Component (weighted 50%) and the STIP Discretionary Component (weighted 50%). Amounts shown represent the "threshold," "target" and "maximum" amounts payable under the STIP awards. On February 24, 2022, the Compensation Committee determined that two hundred percent (200%) of the STIP Performance Component and two hundred percent (200%) of the STIP Discretionary Component were earned by the named executive officers for calendar year 2021. Actual payout of the STIP awards (the Performance Component and the Discretionary Component) for calendar year 2021 is shown in the "Non-Equity Incentive Plan Compensation" column of the Summary Compensation Table above.

(2) For each named executive officer who was granted a 2021 LTCIP Award, 33.4% of such award vests on July 10, 2023, another 33.3% of such award vests on July 10, 2024 and the final 33.3% of such award vests on July 10, 2025.

(3) Ms. Foster and Mr. Andrew Slifka forfeited the awards shown upon the termination of their employment during 2021. Mr. Faneuil's awards were accelerated in accordance with the provisions of his 2019 employment agreement, as confirmed by the Compensation Committee.

Outstanding Equity Awards at Fiscal Year End

The following table presents the full amount of the equity awards held by our named executive officers as of December 31, 2021, which consist solely of phantom units granted under the LTIP. The awards shown on the table below were the only equity awards held by the named executive officers at the end of the last fiscal year:

		Unit Awards	
Name	**Grant Date**	**Number of Units That Have Not Vested (#)**	**Market Value of Units That Have Not Vested ($) (2)**
Eric Slifka	August 16, 2017 (1)	65,512	1,538,877
Gregory B. Hanson	August 16, 2017 (1)	2,388	56,094
Mark A. Romaine	August 16, 2017 (1)	25,365	595,824
Matthew Spencer	August 16, 2017 (1)	4,775	112,165
Jez Langhorn	—	—	—
Daphne H. Foster	—	—	—
Edward J. Faneuil	—	—	—
Andrew Slifka	—	—	—

(1) The phantom units granted on August 16, 2017 vest over a five-year period, with 25% of the award having vested on August 1, 2020, 35% of the award having vested on August 1, 2021 and the final 40% of the award scheduled to vest on August 1, 2022.

(2) The market values of the phantom unit awards shown in the table above were calculated based on the closing price of $23.49 per common unit on December 31, 2021.

Units Vested in the 2021 Fiscal Year

The following table presents phantom units awarded to the named executive officers that vested during the year ended December 31, 2021:

	Unit Awards	
Name	**Number of Vested Phantom Units (#)**	**Market Value of Vested Phantom Units ($)**
Eric Slifka (1)	57,323	1,536,830
Gregory B. Hanson	2,090	56,029
Mark A. Romaine (1)	22,196	595,075
Matthew Spencer (1)	4,180	112,066
Jez Langhorn	—	—
Daphne H. Foster	18,850	505,369
Edward J. Faneuil (1)(2)	38,060	1,020,389
Andrew Slifka	12,016	322,149

(1) The market values of these phantom units shown in the table above were calculated based on the closing price of $26.81 per common unit on July 30, 2021, which was the last day on which the market was open immediately prior to the vesting date of such phantom units.

(2) The phantom units held by Mr. Faneuil vested at the time of his death pursuant to his employment agreement.

Potential Payments upon a Change of Control or Termination

The following tables show potential payments to each of our named executive officers under contracts, agreements, plans or arrangements, whether written or unwritten (including the employment agreements with each of our named executive officers that were in effect as of December 31, 2021), for various scenarios involving a change of control or termination of employment of each such named executive officer assuming a December 31, 2021 termination date. In addition, amounts reflected in the tables below with respect to LTIP awards were calculated based on the closing price of our common units of $23.49 per unit as of December 31, 2021.

LTIP Awards. Upon a change of control event, all outstanding phantom units held by our named executive officers that have not otherwise vested automatically will become fully vested, which is reflected appropriately in the tables below.

LTCIP Awards. Certain of our named executive officers were granted a 2021 LTCIP Award, a 2020 LTCIP Award, and a 2019 LTCIP Award under the LTCIP. Upon a change of control event, the unvested portion of each of the LTCIP Awards held by our named executive officers will become fully vested, which is reflected in the tables below.

Eric Slifka

If Mr. Slifka's employment is terminated for any reason, he shall be paid (i) all amounts of his base salary due and owing up through the date of termination, (ii) any earned but unpaid bonus, (iii) all reimbursements of expenses appropriately and timely submitted, and (iv) any and all other amounts, including vacation pay, that may be due to him as of the date of termination (the "Eric Slifka Accrued Obligations").

If Mr. Slifka's employment is terminated by death or "Disability" (as defined in the employment agreement), he (or his estate) will be paid (i) the Eric Slifka Accrued Obligations, plus (ii) a lump sum payment equal to his then base salary multiplied by 200%, plus (iii) an amount equal to the target incentive amount under the then applicable short-term incentive plan multiplied by 200%, plus (iv) his interests in the long-term incentive plans, including (a) the pro-rated cash incentive amount, if any, earned under his Long-Term Performance-Based Cash Incentive Plan awards and (b) the amounts of cash and/or securities due as a result of the automatic vesting of Mr. Slifka's interests in certain long-term incentive plans, plus (v) group health and similar insurance premiums on behalf of his spouse and dependents, if any, for 24 months following the date of termination.

If Mr. Slifka's employment is terminated by our general partner without "Cause" or by Mr. Slifka for reasons constituting "Constructive Termination," each as defined in the employment agreement, he shall be paid (i) the Eric Slifka Accrued Obligations, plus (ii) a lump sum payment equal to his then base salary multiplied by 200% (provided, however, that this multiplier shall be 300% if Mr. Slifka terminates his employment for reasons constituting Constructive Termination and such termination occurs within 12 months following a "Change in Control" (as defined in the employment agreement)), plus (iii) an amount equal to the target incentive amount under the then applicable short-term incentive plan multiplied by 200% (provided, however, that this multiplier shall be 300% if Mr. Slifka terminates his employment for reasons constituting Constructive Termination and such termination occurs within 12 months following a Change in Control), plus (iv) his interests in the long-term incentive plans, including (a) the pro-rated cash incentive amount, if any, earned under his Long-Term Performance-Based Cash Incentive Plan awards and (b) the amounts of cash and/or securities due as a result of the automatic vesting of Mr. Slifka's interests in certain long-term incentive plans, plus (v) group health and similar insurance premiums on behalf of his spouse and dependents, if any, for 24 months following the date of termination. If Mr. Slifka terminates his employment for reasons of Constructive Termination but such termination does not occur within 12 months following a Change in Control and Mr. Slifka secures employment within 12 months of the date of termination, he shall repay to our general partner one-half of the cash received from our general partner pursuant to (ii) and (iii) above.

If Mr. Slifka's employment is terminated by our general partner for Cause, Mr. Slifka will be paid the Eric Slifka Accrued Obligations. If Mr. Slifka's employment agreement is not renewed by our general partner and he does not continue to serve as our general partner's President and Chief Executive Officer following the expiration of his employment agreement (a "Non-Renewal"), he shall be paid (i) the Eric Slifka Accrued Obligations, plus (ii) a lump sum

payment equal to 200% of his then base salary, plus the performance-based and discretionary components, if any, of his STIP award for such year.

Upon a Change of Control, the unvested portions of any outstanding LTCIP Awards and outstanding phantom units held by Mr. Slifka automatically shall become fully vested.

Name	Change in Control ($)	Death ($)	Disability ($)	Termination by general partner without Cause / Constructive Termination / Breach by general partner: No Change in Control ($)	With a Change in Control ($)	Nonrenewal ($)(1)
Eric Slifka						
Severance Amount	—	4,000,000	4,000,000	4,000,000	6,000,000	2,500,000
LTIP awards	1,538,877	1,538,877	1,538,877	1,538,877	1,538,877	—
LTCIP award	7,599,200	7,599,200	7,599,200	7,599,200	7,599,200	—
Fringe benefits	—	59,085	59,085	59,085	59,085	—
Life insurance benefits	—	500,000	—	—	—	—
Total	9,138,077	13,697,162	13,197,162	13,197,162	15,197,162	2,500,000

(1) In the event of non-renewal, for purposes of this calculation, we have assumed that Mr. Slifka would receive payment of (a) 100% ofthe performance-based component ($500,000), and (b) 0% of the discretionary component associated with his 2020 STIP target amount.

Gregory B. Hanson

If Mr. Hanson's employment is terminated for any reason, Mr. Hanson shall be paid (i) all amounts of his base salary due and owing up through the date of termination, (ii) all earned, but unpaid, bonuses, (iii) all reimbursements of expenses appropriately and timely submitted, and (iv) any and all other amounts, including vacation pay, that may be due to his as of the date of termination (the "Hanson Accrued Obligations").

If Mr. Hanson's employment is terminated by death or "Disability" (as defined in the employment agreement), he (or his estate) will be paid or receive (i) the Hanson Accrued Obligations, plus (ii) a lump sum payment equal to 200% of his then base salary, plus (iii) an amount equal to 200% of the target incentive amount under the then applicable short-term incentive plan, plus (iv) acceleration of vesting of his cash or equity interests in long-term incentive plans, plus (v) group health and similar insurance premiums on behalf of his and his spouse and dependents, if any, for 18 months following the date of termination.

If Mr. Hanson's employment is terminated by our general partner without "Cause" or by Mr. Hanson for reasons constituting "Constructive Termination" (each quoted term as defined in the employment agreement), Mr. Hanson shall be paid (i) the Hanson Accrued Obligations, plus (ii) a lump sum payment equal to 200% of his then base salary, plus (iii) an amount equal to 200% of target incentive amount under the then applicable short-term incentive plan, plus (iv) acceleration of vesting of his cash and equity interests in long-term incentive plans, (v) group health and similar insurance premiums on behalf of his spouse and dependents, if any, for 18 months following the date of termination, plus (vi) a potential gross-up payment in the event that any of the payments described above result in taxes being imposed on Mr. Hanson pursuant to Section 4999 of the Code.

If Mr. Hanson's employment agreement is not renewed by our general partner and he does not continue to serve as our general partner's Chief Financial Officer following the expiration of his employment agreement pursuant to a different employment agreement with our general partner, he shall be paid (i) the Hanson Accrued Obligations, (ii) a lump sum payment equal to 200% of his then base salary, and (iii) the performance-based and discretionary components, if any, of his STIP award for such year.

Upon a Change of Control, the unvested portions of any outstanding LTCIP Awards and outstanding phantom units held by Mr. Hanson automatically shall become fully vested.

Name	Change in Control ($)	Death ($)	Disability ($)	Termination by general partner without Cause / Constructive Termination / Breach by general partner: No Change in Control ($)	Termination by general partner without Cause / Constructive Termination / Breach by general partner: With a Change in Control ($)	Nonrenewal ($)(1)
Gregory B. Hanson						
Severance Amount	—	1,400,000	1,400,000	1,400,000	1,400,000	950,000
LTIP awards	—	—	—	—	—	—
LTCIP award	—	—	—	—	—	—
Fringe benefits	—	44,249	44,249	44,249	44,249	—
Life insurance benefits	—	500,000	—	—	—	—
Total	—	1,944,249	1,444,249	1,444,249	1,444,249	950,000

(1) In the event of non-renewal, for purposes of this calculation, we have assumed that Mr. Hanson would receive payment of (a) 100% of the performance-based component ($150,000), and (b) 0% of the discretionary component associated with his 2021 STIP target amount.

Mark A. Romaine

If Mr. Romaine's employment is terminated for any reason, Mr. Romaine shall be paid (i) all amounts of his base salary due and owing up through the date of termination, (ii) all earned, but unpaid, bonuses, (iii) all reimbursements of expenses appropriately and timely submitted, and (iv) any and all other amounts, including vacation pay, that may be due to him as of the date of termination (the "Romaine Accrued Obligations").

If Mr. Romaine's employment is terminated by death or "Disability" (as defined in the employment agreement), he (or his estate) will be paid (i) the Romaine Accrued Obligations, (ii) a lump sum payment equal to 200% of his then base salary, (iii) an amount equal to 200% of the target incentive amount under the then applicable short-term incentive plan, (iv) acceleration of vesting of his cash or equity interests in certain long-term incentive plans, and (v) group health and similar insurance premiums on behalf of him and his spouse and dependents, if any, for 18 months following the date of termination.

If Mr. Romaine's employment is terminated by our general partner without "Cause" or by Mr. Romaine for reasons constituting "Constructive Termination" (each quoted term as defined in the employment agreement), Mr. Romaine shall be paid (i) the Romaine Accrued Obligations, (ii) a lump sum payment equal to 200% of his then base salary, (iii) an amount equal to 200% of target incentive amount under the then applicable short-term incentive plan, (iv) acceleration of vesting of his cash and equity interests in long-term incentive plans, (v) group health and similar insurance premiums on behalf of his spouse and dependents, if any, for 18 months following the date of termination, and (vi) a potential gross-up payment in the event that any of the payments described above result in taxes being imposed on Mr. Romaine pursuant to Section 4999 of the Code.

Further, if Mr. Romaine's employment is terminated by our general partner without Cause or Mr. Romaine terminates his employment for Constructive Termination, at any time within three (3) months before a Change in Control and twelve (12) months following a Change of Control (as defined in the employment agreement), then, in addition to the foregoing severance compensation and benefits, Mr. Romaine shall receive 100% accelerated vesting on any and all outstanding Partnership options, restricted units, phantom units, unit appreciation rights and other similar rights (under the LTIP or otherwise) held by Mr. Romaine as in effect on the date of termination, such accelerated vesting to occur on the later of (i) the date of termination, or (ii) the date of the Change of Control.

If Mr. Romaine's employment agreement is not renewed by our general partner and he does not continue to serve as our general partner's Chief Operating Officer following the expiration of his employment agreement pursuant to a different employment agreement with our general partner, he shall be paid (i) the Romaine Accrued Obligations, plus (ii) a lump sum payment equal to 200% of his then base salary, plus (iii) the performance-based and discretionary components, if any, of his STIP award for such year.

Upon a Change of Control, the unvested portions of any outstanding LTCIP Awards and outstanding phantom units held by Mr. Romaine automatically shall become fully vested.

Name	Change in Control ($)	Death ($)	Disability ($)	Termination by general partner without Cause / Constructive Termination / Breach by general partner: No Change in Control ($)	Termination by general partner without Cause / Constructive Termination / Breach by general partner: With a Change in Control ($)	Nonrenewal ($)(1)
Mark A. Romaine						
Severance Amount	—	2,300,000	2,300,000	2,300,000	2,300,000	1,437,500
LTIP awards	595,824	595,824	595,824	595,824	595,824	—
LTCIP award	3,166,000	3,166,000	3,166,000	3,166,000	3,166,000	—
Fringe benefits	—	41,482	41,482	41,482	41,482	—
Life insurance benefits	—	500,000	—	—	—	—
Total	3,761,824	6,603,306	6,103,306	6,103,306	6,103,306	1,437,500

(1) In the event of non-renewal, for purposes of this calculation, we have assumed that Mr. Romaine would receive payment of (a) 100% of the performance-based component ($287,500), and (b) 0% of the discretionary component associated with his 2020 STIP target amount.

Matthew Spencer

If Mr. Spencer's employment is terminated for any reason, he (or his estate, as applicable) shall be paid (i) all amounts of base salary due and owing up through the date of termination, (ii) any earned but unpaid bonus, (iii) all reimbursements of eligible business expenses, and (iv) any and all other amounts, including vacation pay, that may be due to him as of the date of termination (collectively, the "Spencer Accrued Obligations").

If Mr. Spencer's employment is terminated due to his death or disability, he (or his estate, as applicable) will be paid (i) the Spencer Accrued Obligations, plus (ii) a lump sum payment equal to 200% of his base salary, plus (iii) an amount equal to 200% of the target incentive amount under the then applicable short-term incentive plan, plus (iv) acceleration of vesting of his cash and equity interests in certain long-term incentive plans, plus (v) group health and similar insurance premiums on behalf of him and his spouse and dependents, if any, for 18 months following the date of termination.

If Mr. Spencer's employment is terminated by our general partner without "Cause" or by Mr. Spencer for reasons constituting "Constructive Termination" (each as defined in the employment agreement), he shall be paid (i) the Spencer Accrued Obligations, plus (ii) a lump sum payment equal to 200% of his base salary, plus (iii) an amount equal to 200% of the target incentive amount under the then applicable short-term incentive plan, plus (iv) acceleration of vesting of his cash and equity interests in certain long-term incentive plans, plus (v) group health and similar insurance premiums on behalf of him and his spouse and dependents, if any, for 18 months following the date of termination, plus (vi) a potential gross-up payment in the event that any of the payments described above result in taxes being imposed on Mr. Spencer pursuant to Section 4999 of the Code.

If Mr. Spencer's employment agreement is not renewed by our general partner and he does not continue to serve as our general partner's Chief Accounting Officer following the expiration of his employment agreement pursuant to a different employment agreement with our general partner, the employment agreement provides that he shall be paid (i) the Spencer Accrued Obligations, (ii) a lump sum payment equal to 200% of his then base salary, and (iii) the performance-based and discretionary components, if any, of his STIP award for such year.

Upon a Change of Control, the unvested portions of any outstanding LTCIP Awards and outstanding phantom units held by Mr. Spencer automatically shall become fully vested.

Name	Change in Control ($)	Death ($)	Disability ($)	Termination by general partner without Cause / Constructive Termination / Breach by general partner: No Change in Control ($)	Termination by general partner without Cause / Constructive Termination / Breach by general partner: With a Change in Control ($)	Nonrenewal ($)(1)
Matthew Spencer						
Severance Amount	—	1,200,000	1,200,000	1,200,000	1,200,000	750,000
LTIP awards	112,165	112,165	112,165	112,165	112,165	—
LTCIP award	1,183,150	1,183,150	1,183,150	1,183,150	1,183,150	—
Fringe benefits	—	41,482	41,482	41,482	41,482	—
Life insurance benefits	—	500,000	—	—	—	—
Total	1,295,315	3,036,797	2,536,797	2,536,797	2,536,797	750,000

(1) In the event of non-renewal, for purposes of this calculation, we have assumed that Mr. Spencer would receive payment of (a) 100% of the performance-based component ($150,000), and (b) 0% of the discretionary component associated with his 2020 STIP target amount.

Jez Langhorn

If Mr. Langhorn’s employment is terminated for any reason, Mr. Langhorn shall be paid (i) all amounts of his base salary due and owing up through the date of termination, (ii) all earned, but unpaid, bonuses, (iii) all reimbursements of expenses appropriately and timely submitted, and (iv) any and all other amounts, including vacation pay, that may be due to his as of the date of termination (the “Langhorn Accrued Obligations”).

If Mr. Langhorn’s employment is terminated by death or “Disability” (as defined in the employment agreement), he (or his estate) will be paid or receive (i) the Langhorn Accrued Obligations, plus (ii) a lump sum payment equal to his then base salary, plus (iii) group health and similar insurance premiums on behalf of his and his spouse and dependents, if any, for 18 months following the date of termination.

If Mr. Langhorn’s employment is terminated by our general partner without “Cause” or by Mr. Langhorn for reasons constituting “Constructive Termination” (each quoted term as defined in the employment agreement), Mr. Langhorn shall be paid (i) the Langhorn Accrued Obligations, plus (ii) a lump sum payment equal to his then base salary, plus (iii) group health and similar insurance premiums on behalf of his spouse and dependents, if any, for 18 months following the date of termination, plus (iv) a potential gross-up payment in the event that any of the payments described above result in taxes being imposed on Mr. Langhorn pursuant to Section 4999 of the Code.

If Mr. Langhorn’s employment agreement is not renewed by our general partner and he does not continue to serve as our general partner’s Chief Human Resources Officer following the expiration of his employment agreement pursuant to a different employment agreement with our general partner, he shall be paid (i) the Langhorn Accrued Obligations, plus (ii) a lump sum payment equal to his then base salary.

Upon a Change of Control, the unvested portions of any outstanding LTCIP Awards and outstanding phantom units held by Mr. Langhorn automatically shall become fully vested.

Name	Change in Control ($)	Death ($)	Disability ($)	Termination by general partner without Cause / Constructive Termination / Breach by general partner: No Change in Control ($)	Termination by general partner without Cause / Constructive Termination / Breach by general partner: With a Change in Control ($)	Nonrenewal ($)
Jez Langhorn						
Severance Amount	—	475,000	475,000	475,000	475,000	475,000
LTIP awards	—	—	—	—	—	—
LTCIP award	—	—	—	—	—	—
Fringe benefits	—	41,207	41,207	41,207	41,207	—
Life insurance benefits	—	500,000	—	—	—	—
Total	—	1,016,207	516,207	516,207	516,207	475,000

Daphne H. Foster

As described above, Ms. Foster terminated employment as a result of her retirement on August 31, 2021. Ms. Foster was entitled to receive the following severance payments and benefits as a result of her retirement: (a) a $2,810,000 bonus awarded to Ms. Foster by the Compensation Committee in recognition of her years of service to the Partnership and (b) a $1,750,000 bonus awarded to Ms. Foster by the Compensation Committee in lieu of long-term cash incentive awards under the LTCIP for calendar years 2020 and 2021.

Edward. J. Faneuil

As described above, Mr. Faneuil terminated employment as a result of his death on May 17, 2021. Mr. Faneuil's estate was entitled to receive the following severance payments and benefits as a result of his death: (a) severance payments made pursuant to his employment agreement upon termination of his employment due to death, including (i) a lump sum payment equal to 200% of his then base salary ($1,000,000), plus (ii) an amount equal to 200% of the target incentive amount under the then applicable short-term incentive plan ($1,000,000), plus (iii) acceleration of vesting of his cash interests in certain long-term incentive plans ($3,670,389), plus (iv) group health and similar insurance premiums on behalf of him and his spouse and dependents for 18 months following the date of termination ($15,696); (b) a $1,500,000 bonus awarded to Mr. Faneuil by the Compensation Committee in recognition of his years of service to the Partnership; (c) a $1,500,000 bonus awarded to Mr. Faneuil by the Compensation Committee in lieu of long-term cash incentive awards under the LTCIP for calendar years 2020 and 2021; and (d) base salary for accrued but not taken days of paid time off in the amount of $75,099.

Andrew Slifka

As described above, Mr. Andrew Slifka terminated employment as a result of his resignation on September 27, 2021 and in connection therewith forfeited the right to receive any severance payments he may have otherwise been entitled to under his employment agreement, other than the so-called "Garden Leave" payments pursuant to the non-competition and non-solicitation covenants set forth in Annex I to his 2019 employment agreement with the Partnership.

Other Benefits

Pension Benefits

The table below sets forth information regarding the present value as of December 31, 2021 of the accumulated benefits of our named executive officers under the Global Partners LP Pension Plan and, with respect to Mr. Faneuil, the Global and Alliance Deferred Compensation Agreements. Amounts with respect to the Global and Alliance Deferred Compensation Agreements are reflected in the table below because they represent a fixed entitlement.

Pension Benefits at December 31, 2021

Name	Plan Name	Number of Years Credited Service (#)	Present Value of Accumulated Benefit ($)	Payments During Last Fiscal Year ($)
Eric Slifka	(3)	23	831,897	—
Gregory B. Hanson	—	—	—	—
Mark A. Romaine	(3)	11	315,141	—
Matthew Spencer	—	—	—	—
Jez Langhorn	—	—	—	—
Daphne H. Foster (1)	(3)	3	—	52,711
Edward J. Faneuil (2)	(3)	19	—	1,066,394
Edward J. Faneuil (2)	(4)	n/a	—	560,903
Edward J. Faneuil (2)	(5)	n/a		560,903
Edward J. Faneuil (2)	(6)	n/a	—	159,355
Andrew Slifka	—	—	—	—

(1) Upon her termination of employment as a result of her retirement, Ms. Foster received the payments indicated.

(2) Upon his termination of employment as a result of his death, Mr. Faneuil’s estate received the payments indicated.

(3) Global Partners LP Pension Plan

(4) Global Deferred Compensation Agreement

(5) Alliance Deferred Compensation Agreement

(6) Supplemental Executive Retirement Agreement

Global Partners LP Pension Plan

Effective December 31, 2009, the Global Partners LP Pension Plan (the “Global Pension Plan”) was amended to freeze participation in and benefit accruals under the Global Pension Plan. Prior to the freeze, all employees who (1) were 21 years of age or older, (2) were not covered by a collective bargaining agreement providing for union pension benefits, and (3) had been employed by our predecessor, our general partner or one of our operating subsidiaries for one year prior to enrollment in the Global Pension Plan were eligible to participate in the Global Pension Plan. An employee is fully vested in benefits under the Global Pension Plan after completing five years of service or upon termination due to death or disability. Certain employees are entitled to a supplemental benefit that vested over five years with 20% vesting on each December 31 beginning in 2010 and lasting through 2014. When an employee retires at age 65 or, if later, upon reaching five years' service, the employee can elect to receive a monthly annuity or an equivalent lump sum payment. An employee's benefit payable at retirement is equal to (1) 23% of the employee's average monthly compensation for the five consecutive calendar years during which the employee received the highest amount of pay (“Average Compensation”) plus (2) 19.5% of the employee’s Average Compensation in excess of his monthly “covered compensation” for Social Security purposes, as provided in the Global Pension Plan. However, if an employee has completed less than 30 years of service on his termination at or after reaching age 65, the monthly benefit will be reduced by 1/30th for each year less than 30 years completed by the employee. When an employee retires at an age other than 65, the employee retirement benefit will be the actuarial equivalent of the benefit he or she would have received if he or she had retired at age 65. An employee who terminates employment after completing at least five years of service will be eligible for an early retirement benefit determined as described in the preceding sentence at any time after attaining age 60.

Benefits under the formula are based upon the employee’s highest consecutive five-year average compensation and are not subject to offset for social security benefits. Compensation for such purposes means compensation including overtime, but excluding bonuses, 50% of commissions, taxable fringe benefits, relocation allowances, transportation allowances, housing allowances, cash and DERs pursuant to any long-term incentive plan and any cash payable in lieu of group healthcare coverage.

Supplemental Executive Retirement Agreement

On December 31, 2009, our general partner entered into a SERP agreement with Edward J. Faneuil. Mr. Faneuil's SERP benefit became fully vested on December 31, 2014. The value of the SERP benefit to be provided under the agreement, expressed as a single lump sum payment, is $159,355 for Mr. Faneuil, which was paid to his estate following his termination of employment as a result of his death.

Global and Alliance Deferred Compensation Agreements

Our general partner and Mr. Faneuil entered into the Global Deferred Compensation Agreement, pursuant to which Mr. Faneuil was previously being paid the sum of $70,000 per year (the "Global Deferred Compensation") in equal monthly installments of $5,833.33 on the first business day of each month for 15 years (180 months) prior to his death. As a result of Mr. Faneuil's death prior to his receiving all of the aggregate amount of the Global Deferred Compensation, our general partner paid Mr. Faneuil's beneficiary, within 60 days of the date of his death, a single lump sum payment in an amount equal to the present value of the remaining payments that would have been paid to Mr. Faneuil, which was $531,736.

Alliance and Mr. Faneuil also entered into the Alliance Deferred Compensation Agreement, the terms of which, including, without limitation, the payment terms thereunder, are on the same terms as those of the Global Deferred Compensation Agreement. As a result of Mr. Faneuil's death prior to his receiving all of the aggregate amount under the Alliance Deferred Compensation Agreement, our general partner paid Mr. Faneuil's beneficiary, within 60 days of the date of his death, a single lump sum payment in an amount equal to the present value of the remaining payments that would have been paid to Mr. Faneuil, which was $531,736.

Compensation of Directors

The following table sets forth (i) certain information concerning the compensation earned by our directors in 2021, and (ii) the aggregate amounts of stock awards and option awards, if any, held by each director at the end of the last fiscal year:

Name	Fees Earned or Paid in Cash ($)	LTCIP Awards ($)	Total ($)
Richard Slifka (1)	75,500	—	75,500
Eric Slifka (2)	—	—	—
Andrew Slifka (2)(3)	—	—	—
Kenneth I. Watchmaker (1)(3)	229,500	288,000	517,500
Robert J. McCool (1)	214,500	155,000	369,500
Jaime Pereira (1)	20,250	—	20,250
John T. Hailer (1)	214,500	155,000	369,500
Robert W. Owens (1)	214,500	45,000	259,500
Daphne H. Foster (2)(3)	—	—	—

(1) As of December 31, 2021, none of our non-employee directors held any unvested phantom units.

(2) Messrs. Eric Slifka and Andrew Slifka and Ms. Foster, as executive officers of our general partner, are or were otherwise compensated for their services and therefore neither receive nor received any separate compensation for their service as directors.

(3) Messrs. Andrew Slifka and Watchmaker and Ms. Foster resigned from the Board during 2021.

Employees of our general partner who also serve as directors do not receive additional compensation. In 2021, directors who are not employees of our general partner (1) received: (a) a $67,500 annual cash retainer; (b) $1,000 for each meeting of the board of directors attended; (c) $2,000 for each audit committee meeting attended (limited to payment for one committee meeting per day); (d) $1,000 for each committee meeting other than the audit committee meeting attended (limited to payment for one committee meeting per day); and (e) a $100,000 supplemental retainer for

audit committee oversight, and (2) are eligible to participate in the LTIP and the LTCIP. In addition, the chair of the audit committee receives an additional $15,000 per year.

Each director also is reimbursed for out-of-pocket expenses in connection with attending meetings of the board of directors or committees.

On October 22, 2021, Mr. Watchmaker, Mr. McCool, Mr. Hailer and Mr. Owens, respectively, were awarded LTCIP grants in the amounts of $288,000, $155,000, $155,000 and $45,000 in respect of services rendered in 2020. Each such LTCIP award will fully vest as of July 10, 2024, subject to continued service as a director through such date.

On October 5, 2020, Mr. Watchmaker, Mr. McCool and Mr. Hailer, respectively, were awarded LTCIP grants in the amounts of $173,000, $128,000 and $128,000 in respect of services rendered in 2019. Each such LTCIP award will fully vest as of September 25, 2023, subject to continued service as a director through such date.

On August 7, 2019, Mr. Watchmaker, Mr. McCool, Mr. McKown and Mr. Hailer, respectively, were awarded LTCIP grants in the amounts of $230,000, $160,000, $125,000 and $80,000 in respect of services rendered in 2018. Each such LTCIP award will fully vest as of August 10, 2022, subject to continued service as a director through such date.

On March 6, 2019, Mr. Watchmaker, Mr. McCool and Mr. McKown, respectively, were awarded LTCIP grants in the amounts of $140,000, $125,000, and $115,000 in respect of services rendered in 2017. Each such LTCIP award will fully vest as of March 1, 2022, subject to continued service as a director through such date. Upon his retirement on July 20, 2020, and in accordance with the determination of the Compensation Committee, Mr. McKown forfeited his August 27, 2017 LTIP award and each of his March 6, 2019 and August 7, 2019 LTCIP awards.

Each director will be fully indemnified by us for actions associated with being a director to the extent permitted under Delaware law.

Pay Ratio Disclosure

As required by Section 953(b) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 402(u) of Regulation S-K, we are providing the following information about the relationship of the annual total compensation of our employees and the annual total compensation of Mr. Eric Slifka, our CEO.

For 2021, our last completed fiscal year:

- The median of the annual total compensation of our employees (other than the CEO) was $17,201; and
- The annual total compensation of our CEO, as reported in the Summary Compensation Table above, was $6,592,919.
- Based on this information, for 2021, the ratio of the annual total compensation of our CEO to the median of the annual total compensation of all employees was reasonably estimated to be 383 to 1.

To put this into context, approximately 78% of our employee population consists of convenience store employees, approximately 38% of whom are employed on a part-time basis. Our part-time employees who work less than thirty hours per week receive (i) wages, and (ii) if eligible, sick time and/or 401(k) benefits, but are not eligible for vacation or other fringe benefits. In comparison, if we were to only look at our non-convenience store employee population, the median employee would be employed on a full-time basis, with a total annual compensation of $148,226 in 2021. The ratio of the annual total compensation of our CEO to this median employee was reasonably estimated to be 44 to 1.

To identity the median of the annual total compensation of all of our employees, as well as to determine the annual total compensation of our median employee and our CEO, we took the following steps:

- We determined that, as of December 31, 2021, our employee population consisted of approximately 3,108 individuals with all of these individuals located in the United States. This population consisted of our full-time, part-time, and temporary (including seasonal) employees. We selected December 31, 2021 as identification date for determining our median employee because it enabled us to make such identification in a reasonably efficient and economic manner.
- We used a consistently applied compensation measure to identify our median employee by comparing the amount of salary or wages, bonuses and equity awards, if any, reflected in our payroll records as reported to the Internal Revenue Service on Form W-2 for 2021.
- We identified our median employee by consistently applying this compensation measure to all of our employees included in our analysis. Since all of our employees, including our CEO, are located in the United States, we did not make any cost of living adjustments in identifying the median employee.
- After we identified our median employee, we combined all of the elements of such employee's compensation for the 2020 year in accordance with the requirements of Item 402(c)(2)(x) of Regulation S-K, resulting in annual total compensation of $148,226.
- With respect to the annual total compensation of our CEO, we used the amount reported in the "Total" column of the Summary Compensation Table above.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The following table sets forth as of February 22, 2022 the beneficial ownership of common units representing limited partner interests in Global Partners LP (“Units”) held by certain beneficial owners of more than five percent (5%) of the Units, by each director and named executive officer of Global GP LLC, the general partner of Global Partners LP (“General Partner”) and by all directors and executive officers of our General Partner as a group:

Name of Beneficial Owner (1)	Common Units Beneficially Owned	Percentage of Common Units Beneficially Owned
Invesco Ltd. (2)	5,801,379	17.1 %
Richard Slifka (3)(4)(5)(6)(10)	2,719,782	8.0 %
Alfred A. Slifka 1990 Trust Under Article II-A (3)(4)(10)	1,874,293	5.5 %
Eric Slifka (7)(8)(9)(10)	3,356,379	9.9 %
Andrew Slifka	529,088	1.6 %
Global GP LLC (10)	42,336	*
Mark Romaine	76,658	*
Estate of Edward J. Faneuil (11)	126,850	*
Daphne H. Foster	37,420	*
Jeremy Langhorn	2,191	*
Gregory B. Hanson	9,635	*
Matthew Spencer	11,139	*
Robert J. McCool	36,609	*
John T. Hailer	—	*
Robert W. Owens	—	*
Jaime Pereira	900	*
All directors and executive officers as a group (10 persons)	6,170,957	18.2 %

* Less than 1%

(1) The address for each person or entity listed other than Invesco Ltd. is P.O. Box 9161, 800 South Street, Suite 500, Waltham, Massachusetts 02454-9161.

(2) According to a Schedule 13G/A filed on February 10, 2022, Invesco Ltd., in its capacity as a parent holding company to its investment advisers, has sole voting and dispositive power over 5,801,379 common units that it may be deemed to beneficially own and which are held of record by clients of Invesco Ltd. Invesco Advisers, Inc. is a subsidiary of Invesco Ltd. and it advises (i) the Invesco Oppenheimer SteelPath MLP Select 40 Fund, which owns 6.60% of the common units outstanding, and (ii) the Invesco Oppenheimer SteelPath MLP Income Fund, which owns 10.47% of the common units outstanding. However, no one individual has greater than 5% economic ownership. The shareholders of the Fund have the right to receive or the power to direct the receipt of dividends and proceeds from the sale of such securities. The address for Invesco Ltd. is 1555 Peachtree Street NE, Suite 1800, Atlanta, GA 30309.

(3) Prior to June 30, 2020, Richard Slifka and the Alfred A. Slifka 1990 Trust Under Article II-A shared voting and investment power with respect to the common units owned by Montello Oil Corporation (“MOC”) and, therefore, were deemed to beneficially own the common units held by MOC. On June 30, 2020, all common units owned by MOC were distributed to its stockholders as part of a plan of liquidation and dissolution (the “Plan”). According to the Plan, each of Richard Slifka and the Alfred A. Slifka 1990 Trust Under Article II-A received 854,701 common units as a stockholder of MOC and ceased to share voting and investment power over the other common units distributed pursuant to the Plan.

(4) Prior to July 20, 2020, Richard Slifka and the Alfred A. Slifka 1990 Trust Under Article II-A shared voting and investment power with respect to the common units owned by Global Petroleum Corp. (“GPC”) and, therefore, were deemed to beneficially own the common units held by GPC. On July 20, 2020, all common units owned by GPC were distributed to its stockholders as part of a plan of liquidation and dissolution (the “Plan”). According to the Plan, Richard Slifka received 862,732 common units and the Alfred A. Slifka 1990 Trust Under Article II-A received 862,731 common units.

(5) Richard Slifka has sole voting and investment power with respect to and, therefore, may be deemed to beneficially own, the common units owned by Chelsea Terminal Limited Partnership.

(6) Richard Slifka is the trustee of a voting trust with sole voting and investment power with respect to common units owned by Larea Holdings II LLC. Richard Slifka may, therefore, be deemed to beneficially own, the common units held by Larea Holdings II LLC.

(7) Eric Slifka has sole voting and investment power with respect to the common units owned by Larea Holdings LLC. Eric Slifka may, therefore, be deemed to beneficially own the common units held by Larea Holdings LLC.

(8) Beneficially owned common unit amounts for Eric Slifka include the common units held in certain family trusts for the benefit of Eric Slifka's children, for which Eric Slifka is the sole trustee.

(9) The trustees of the Alfred A. Slifka 1990 Trust Under Article II-A are Eric Slifka and his two siblings. Eric Slifka has been delegated sole voting and investment authority over the common units owned by the Alfred A. Slifka 1990 Trust Under Article II-A, and therefore may be deemed to beneficially own those common units.

(10) Purchased by our general partner for the purpose of assisting us in meeting our anticipated obligations to deliver common units under our Long-Term Incentive Plan to officers, directors and employees. Richard Slifka and the Alfred A. Slifka 1990 Trust Under Article II-A control Global GP LLC, and thus may be deemed to beneficially own the common units owned by Global GP LLC. The co-trustees of the Alfred A. Slifka 1990 Trust Under Article II-A have delegated the voting rights in Global GP LLC of the Alfred A. Slifka 1990 Trust Under Article II-A to Eric Slifka, and thus Eric Slifka may be deemed to beneficially own the common units owned by Global GP LLC.

(11) Edward J. Faneuil passed away on May 17, 2021. His personal representative was appointed in December 2021, and his beneficially owned interests set forth on the above table were transferred to his estate.

Equity Compensation Plan Table

The following table summarizes information about our equity compensation plans as of December 31, 2021:

Plan Category	Number of Securities to be issued upon exercise of outstanding options, warrants and rights	Weighted average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
	(a)	(b)	(c)
Equity compensation plans approved by security holders	148,173	—	3,174,997
Equity compensation plans not approved by security holders	—	—	—
Total	148,173	—	3,174,997

Item 13. Certain Relationships and Related Transactions, and Director Independence.

As of February 22, 2022, affiliates of our general partner, including current directors and executive officers of our general partner, owned 6,170,957 common units representing 18.2% of the common units. In addition, our general partner owns a 0.67% general partner interest in us.

Alfred A. Slifka, former Chairman of the board of our general partner, passed away on March 9, 2014. Mr. Alfred Slifka's estate closed effective February 28, 2017 and his interests in our general partner and his beneficially owned interests in Global Partners LP and its affiliates were transferred to the Alfred A. Slifka 1990 Trust Under Article II-A (the "AS Article II-A Trust") on that date. The Trustees of the AS Article II-A Trust include our President, Chief Executive Officer and Vice Chairman, Eric Slifka, and his siblings. Mr. Eric Slifka's siblings have delegated to Eric Slifka voting control over the Global Partners LP securities held by the AS Article II-A Trust.

Steven McCool, the son of Robert J. McCool, one of our independent directors, is an employee of Global GP LLC. During our fiscal year ended December 31, 2021, his total compensation earned was approximately $178,000.

Maxwell Foster, the son of Daphne H. Foster, our retired Chief Financial Officer, is an employee of Global GP LLC. During our fiscal year ended December 31, 2021, his total compensation earned was approximately $600,000. James Cook, the son-in-law of Richard Slifka, our Chairman, and the brother-in-law of Andrew Slifka, our

former Executive Vice President and director, is an employee of Global GP LLC. During our fiscal year ended December 31, 2021, his total compensation earned was approximately $176,000.

Each of Eric Slifka (our President, Chief Executive Officer and Vice-Chairman) and Andrew Slifka (our former Executive Vice President and director) owns a 20% interest in an entity which leases real property located in Vineyard Haven, Massachusetts to our subsidiary, Drake Petroleum Company, Inc., for the operation of a gasoline station and convenience store. Each of Eric Slifka and Andrew Slifka earned approximately $50,000 during 2021 from their investment in such entity.

Operational Stage

Distributions of available cash to our general partner and its affiliates	We will generally make cash distributions of 99.33% to the common unitholders, including affiliates of our general partner (including directors and executive officers of our general partner), as the holders of an aggregate of 6,170,957 common units and 0.67% to our general partner. In addition, if distributions exceed the minimum quarterly distribution and other higher target levels, our general partner will be entitled to increasing percentages of the distributions, up to 48.67% of the distributions above the highest target level. Assuming we have sufficient available cash to pay the full minimum quarterly distribution on all of our outstanding common units for four quarters, our general partner and its affiliates, including directors and executive officers of our general partner, would receive an annual distribution of approximately $11.4 million on their common units and $0.4 million on the 0.67% general partner interest.
Payments to our general partner and its affiliates	Our general partner does not receive a management fee or other compensation for its management of Global Partners LP. Our general partner and its affiliates are reimbursed for expenses incurred on our behalf. Our partnership agreement provides that our general partner determines the amount of these expenses.
Withdrawal or removal of our general partner	If our general partner withdraws or is removed, its general partner interest and its incentive distribution rights will either be sold to the new general partner for cash or converted into common units, in each case for an amount equal to the fair market value of those interests.

Liquidation Stage

Liquidation	Upon our liquidation, the partners, including our general partner, will be entitled to receive liquidating distributions according to their particular capital account balances.

Noncompetition

We are a party to an omnibus agreement with Mr. Richard Slifka and our general partner that addresses the agreement of Mr. Richard Slifka not to compete with us and to cause his affiliates not to compete with us under certain circumstances. The omnibus agreement also provided for certain environmental indemnity obligations of Global Petroleum Corp. and certain of its affiliates, which indemnity obligations have either expired or been resolved. In connection with our acquisition of Alliance Energy LLC in 2012, Richard Slifka, Chairman of our general partner, entered into a business opportunity agreement with our general partner containing noncompetition provisions which are broader than those contained in the omnibus agreement in order to encompass our expanded lines of business since 2005.

Pursuant to the omnibus agreement and the business opportunity agreement, Richard Slifka agreed, for himself and his respective affiliates, not to engage in, acquire or invest in any of the following businesses: (1) the wholesale and/or retail marketing, sale, distribution and transportation (other than transportation by truck) of refined petroleum products, crude oil, ethanol, propane and biofuels; (2) the storage of refined petroleum products and/or any of the other products identified in (1) or asphalt in connection with any of the activities described in (1); (3) bunkering; and (4) such other activities in which the Partnership, and its direct or indirect subsidiaries, or any of their businesses are engaged or, to the knowledge of Richard Slifka, are planning to become engaged. These noncompetition obligations survive under the omnibus agreement for so long as Richard Slifka, Eric Slifka and/or any of their respective affiliates, individually or as part of a group, control our general partner, and under the business opportunity agreement indefinitely.

Pursuant to Eric Slifka's and Andrew Slifka's respective employment agreement with our general partner, each of Eric Slifka and Andrew Slifka agreed, for themselves and their respective affiliates, to not work (as an employee, consultant, advisor, director or otherwise), engage in, acquire or invest in any of the following businesses: (1) the wholesale or retail marketing, sale, distribution and transportation of refined petroleum products, crude oil, renewable fuels (including ethanol and biofuels), and natural gas liquids (including ethane, butane, propane and condensates); (2) the storage of refined petroleum products and/or any of the other products identified in clause (1) above in connection with any of the activities described in said clause (1); (3) the retail sale of convenience store items and sundries and related food service, whether or not related to the retail sale of refined petroleum products including, without limitation, gasoline; (4) bunkering; and (5) any other business in which the general partner or its affiliates (a) becomes engaged during the period that they are employed by the general partner or any of its affiliates, or (b) is preparing to become engaged as of the time that their employment with the general partner or any of its affiliates ends and, with respect to parts (a) and (b) of this clause (5), they have participated in or obtained Confidential Information about such business or anticipated business. Each of Eric Slifka and Andrew Slifka further agreed to not directly or indirectly solicit any employees, contractors, vendors, suppliers or customers of the general partner or any of its affiliates to cease to be employed by or otherwise do business with the general partner or any of its affiliates, or to reduce the same. The foregoing noncompetition and nonsolicitation restrictions may be waived only by the conflicts committee of the general partner's board of directors. Eric Slifka's and Andrew Slifka's noncompetition and non-solicitation obligations survive for one year following the termination of their respective employment for any reason other than death or the termination of their employment by the general partner without Cause (as defined in their respective employment agreements). Andrew Slifka resigned in September 2021 and is observing the non-competition period under his employment agreement. In consideration for their respective noncompetition obligations, the general partner shall pay to each of Eric Slifka and Andrew Slifka a total payment equal to fifty percent (50%) of their highest annualized Base Salary (as defined in their respective employment agreements) within the two years preceding termination; provided*,* that the general partner shall have no obligation to make such payments in the event that Eric Slifka or Andrew Slifka breaches any of the terms of their noncompetition obligations.

In addition, Eric Slifka's and Andrew Slifka's employment agreements include, and Eric Slifka and Andrew Slifka both agreed to, a confidentiality provision, which generally will continue for two years following Eric Slifka's and Andrew Slifka's termination of employment.

Services Agreement

We are party to a services agreement effective as of January 1, 2021 with various Slifka-owned entities and their shareholders and/or members (the "Slifka Entities Services Agreement"), pursuant to which we provide certain tax,

accounting, treasury, and legal support services and such Slifka entities pay us an annual services fee of $20,000. We believe the terms of this agreement are at least as favorable as could have been obtained from unaffiliated third parties. The Slifka Entities Services Agreement is for an indefinite term, and any party may terminate some or all of the services thereunder upon 90 days' advance written notice.

Revere Terminal Acquisition from Global Petroleum Corp.

On January 14, 2015, we acquired our terminal located in Boston Harbor in Revere, Massachusetts (the "Revere Terminal") from Global Petroleum Corp. for a purchase price of approximately $23.7 million.

In the event that we sell, within eight years of the closing of the acquisition, all or substantially all of the real property underlying the Revere Terminal to a third party not affiliated with Global Petroleum Corp. or us and such third party does not intend to use the real property for petroleum-related purposes, then we will pay affiliates of the Slifka family an amount equal to fifty percent of the net proceeds (as defined in the purchase agreement) received by us in connection with such sale.

On November 24, 2021, we entered into a purchase and sale Agreement (the "Purchase Agreement") with Revere MA Owner LLC (the "Revere Buyer") pursuant to which the Revere Buyer, a third party not affiliated with us, will acquire the Revere Terminal for a purchase price of $150.0 million in cash. We estimate that proceeds to us from the sale of the Revere Terminal after adjustments will be in excess of $100.0 million. Pursuant to the purchase agreement entered into in 2015, fifty percent (50%) of the net proceeds from the sale of the Revere Terminal to the Revere Buyer are expected to go to Richard Slifka and the AS Article II-A Trust.

The disposition is expected to close in the first half of 2022. For additional information regarding the sale and subsequent leaseback arrangement, please see Part I, Items 1 and 2, "Business and Properties."

Relationship of Management with Global Petroleum Corp.

Some members of our management team have been officers and/or directors of our former affiliate, Global Petroleum Corp. (which was dissolved in 2020). Messrs. Faneuil and Spencer spent a portion of their time providing services to Global Petroleum Corp. under a shared services agreement. That shared services agreement has been superseded by a new services agreement. Please read "—Services Agreement."

Policies Relating to Conflicts of Interest

Conflicts of interest exist and may arise in the future as a result of the relationships between our general partner and its affiliates, on the one hand, and us and our unaffiliated limited partners, on the other hand. The directors and officers of our general partner have fiduciary duties to manage our general partner in a manner beneficial to its owners. At the same time, our general partner has a fiduciary duty to manage us in a manner beneficial to our unitholders and us. Our partnership agreement modifies and limits our general partner's fiduciary duties to unitholders. Our partnership agreement also restricts the remedies available to unitholders for actions taken by our general partner that might otherwise constitute breaches of fiduciary duty under applicable Delaware law. The Delaware Revised Uniform Limited Partnership Act provides that Delaware limited partnerships may, in their partnership agreements, expand, restrict or eliminate the fiduciary duties otherwise owed by a general partner to limited partners and the partnership.

Under our partnership agreement, whenever a conflict arises between our general partner or its affiliates, on the one hand, and us or any other partner, on the other, our general partner will resolve that conflict. Our general partner will not be in breach of its obligations under our partnership agreement or its duties to us or our unitholders if the resolution of the conflict is:

- approved by the conflicts committee of our general partner, although our general partner is not obligated to seek such approval;

- approved by the vote of a majority of the outstanding common units, excluding any common units owned by our general partner or any of its affiliates;
- on terms no less favorable to us than those generally being provided to or available from unaffiliated third parties; or
- fair and reasonable to us, taking into account the totality of the relationships between the parties involved, including other transactions that may be particularly favorable or advantageous to us.

Our general partner may, but is not required to, seek the approval of such resolution from the conflicts committee of the board of directors of our general partner. If our general partner does not seek approval from the conflicts committee and its board of directors determines that the resolution or course of action taken with respect to the conflict of interest satisfies either of the standards set forth in the third and fourth bullet points above, then it will be presumed that, in making its decision, the board acted in good faith, and in any proceeding brought by or on behalf of us or any limited partner of ours, the person bringing or prosecuting such proceeding will have the burden of overcoming such presumption. Unless the resolution of a conflict is specifically provided for in our partnership agreement, our general partner or the conflicts committee may consider any factors it determines in good faith to consider when resolving a conflict. When our partnership agreement requires someone to act in good faith, it requires that person to reasonably believe that he is acting in the best interests of the partnership, unless the context otherwise requires.

Director Independence

Please read Part III, Item 10, “Directors, Executive Officers and Corporate Governance” for information regarding director independence.

Item 14. Principal Accounting Fees and Services.

The audit committee of the board of directors of Global GP LLC selected Ernst & Young LLP, Independent Registered Public Accounting Firm, to audit the books, records and accounts of Global Partners LP for the 2021 and 2020 calendar years. The audit committee’s charter, which is available on our website at www.globalp.com, requires the audit committee to approve in advance all audit and non-audit services to be provided by our independent registered public accounting firm. All services reported in the audit, audit-related, tax and all other fees categories below were approved by the audit committee.

Pre-approved fees to Ernst & Young LLP for the fiscal years ended December 31, 2021 and 2020 were as follows (in thousands):

	2021	2020
Audit Fees (1)	$ 3,925	$ 3,860
Audit—Related Fees	128	118
Tax Fees (2)	1,108	1,309
Total	$ 5,161	$ 5,287

(1) Represents fees for professional services provided primarily in connection with the audits of our annual financial statements and reviews of our quarterly financial statements. Audit fees also included Ernst & Young’s audits of the effectiveness of our internal control over financial reporting at December 31, 2021 and 2020.

(2) Tax fees included tax planning and tax return preparation.

PART IV

Item 15. Exhibits and Financial Statement Schedules.

(a) The following documents are included with the filing of this Annual Report:

1. *Financial statements*—See "Index to Financial Statements" on page F-1.

2. *Financial statement schedules*—Financial statement schedules have been omitted as they are not required, not applicable or otherwise included in the consolidated financial statements or notes thereto.

3. *Exhibits*—The following is a list of exhibits required by Item 601 of Registration S-K to be filed as part of this Annual Report.

Exhibit Number		Description
2.1**	—	Agreement of Purchase and Sale dated as of January 14, 2015 between Global Revco Dock, L.L.C, Global Revco Terminal, L.L.C., Global South Terminal, L.L.C., Global Petroleum Corp. and Global Companies LLC (incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K filed on January 21, 2015).
2.2*	—	Purchase and Sale Agreement, dated as of November 24, 2021, by and between Global Companies LLC, as Seller, and Revere MA Owner LLC, as Buyer.
2.3**	—	Purchase and Sale Agreement, dated as of December 9, 2020, by and between Consumers Petroleum of Connecticut, Incorporated, Putling Greens I, LLC, Wheels of CT, Inc., CPCI, LLC and Wiehl Estate, LLC, as collective Seller, and Global Partners LP, as Buyer (incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K filed on January 31, 2022).
3.1	—	Certificate of Limited Partnership of Global Partners LP (incorporated by reference to Exhibit 3.1 to the Registration Statement on Form S-1 filed on May 10, 2005).
3.2	—	Fifth Amended and Restated Agreement of Limited Partnership of Global Partners LP dated as of March 24, 2021 (incorporated herein by reference to Exhibit 3.1 to the Current Report on Form 8-K filed on March 24, 2021).
4.1	—	Registration Rights Agreement, dated March 1, 2012, by and among Global Partners LP and AE Holdings Corp. (incorporated herein by reference to Exhibit 4.1 to the Current Report on Form 8-K filed on March 7, 2012).
4.2*	—	Description of Common Units registered under Section 12 of the Exchange Act.
4.3*	—	Description of 9.75% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units registered under Section 12 of the Exchange Act.
4.4*	—	Description of 9.50% Series B Fixed Rate Cumulative Redeemable Perpetual Preferred Units registered under Section 12 of the Exchange Act.
4.5	—	Indenture, dated as of July 31, 2019, among the Issuers, the Guarantors and Deutsche Bank Trust Company Americas, as trustee (incorporated herein by reference to Exhibit 4.1 to the Current Report on Form 8-K filed on July 31, 2019).
4.6	—	Indenture, dated October 7, 2020, among the Issuers, the Guarantors and Regions Bank, as trustee (incorporated herein by reference to Exhibit 4.1 to the Current Report on Form 8-K filed on October 8, 2020).
4.7	—	First Supplemental Indenture, dated as of October 28, 2020, among the Issuers, the Guarantors and Regions Bank, as trustee (incorporated herein by reference to Exhibit 4.3 to the Registration Statement on Form S-4 filed on December 16, 2020).

4.8	—	First Supplemental Indenture, dated as of October 28, 2020, among the Issuers, the Guarantors and Regions Bank, as successor to Deutsche Bank Trust Company Americas, as trustee (incorporated herein by reference to Exhibit 4.5 to the Registration Statement on Form S-4 filed on December 16, 2020).
10.1	—	Omnibus Agreement, dated October 4, 2005, by and among Global Petroleum Corp., Montello Oil Corporation, Global Revco Dock, L.L.C., Global Revco Terminal, L.L.C., Global South Terminal, L.L.C., Sandwich Terminal, L.L.C., Chelsea Terminal Limited Partnership, Global GP LLC, Global Partners LP, Global Operating LLC, Alfred A. Slifka, Richard Slifka and Eric Slifka (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on October 11, 2005).
10.2^	—	Supplemental Executive Retirement Plan dated December 31, 2009, between Global GP LLC and Edward J. Faneuil (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on January 7, 2010).
10.3	—	First Amendment to Sale and Purchase Agreement, effective August 12, 2010 among ExxonMobil Oil Corporation and Exxon Mobil Corporation, as sellers, and Global Companies LLC (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on August 31, 2010).
10.4	—	Second Amendment to Sale and Purchase Agreement, dated September 7, 2010, among ExxonMobil Oil Corporation and Exxon Mobil Corporation, as sellers, and Global Companies LLC, as buyer (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on September 9, 2010).
10.5††	—	Brand Fee Agreement, dated September 3, 2010, between ExxonMobil Oil Corporation and Global Companies LLC (incorporated herein by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q filed on November 5, 2020).
10.6	—	Business Opportunity Agreement dated March 1, 2012, by and among Alfred A. Slifka, Richard Slifka and Global Partners LP (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on March 7, 2012).
10.7^	—	Deferred Compensation Agreement dated September 23, 2009, by and between Alliance Energy LLC and Edward J. Faneuil (incorporated herein by reference to Exhibit 10.53 to the Annual Report on Form 10-K filed on March 12, 2012).
10.8^	—	Global Partners LP Long-Term Incentive Plan (as Amended and Restated Effective June 22, 2012) (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on June 25, 2012).
10.9^	—	Form of Phantom Unit Award Agreement for Directors under Global Partners LP Long-Term Incentive Plan (incorporated herein by reference to Exhibit 10.2 to the Current Report on Form 8-K filed on July 3, 2013).
10.10^	—	Form of Confidentiality, Non-Solicitation, and Non-Competition Agreement for Phantom Unit Award Recipients (incorporated herein by reference to Exhibit 10.6 to the Current Report on Form 8-K filed on July 3, 2013).
10.11^	—	Form of Director Unit Award Letter (incorporated herein by reference to Exhibit 10.46 to the Annual Report on Form 10-K filed on March 13, 2015).
10.12^	—	Form of Restricted Unit Award Grant Letter (incorporated herein by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q filed on August 7, 2015).
10.13^	—	Form of Cash Award Grant Letter (incorporated herein by reference to Exhibit 10.3 to the Quarterly Report on Form 10-Q filed on August 7, 2015).
10.14^	—	Form of Phantom Unit Agreement (Cash Settlement) (incorporated herein by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q filed on November 6, 2015).

10.15†††	—	Third Amended and Restated Credit Agreement, dated as of April 25, 2017, among Global Operating LLC, Global Companies LLC, Global Montello Group Corp., Glen Hes Corp., Chelsea Sandwich LLC, GLP Finance Corp., Global Energy Marketing LLC, Global CNG LLC, Alliance Energy LLC, Cascade Kelly Holdings LLC and Warren Equities, Inc. as borrowers, Bank of America, N.A., as Administrative Agent, Swing Line Lender, Alternative Currency Fronting Lender and L/C Issuer, JPMorgan Chase Bank, N.A. as an L/C Issuer, JPMorgan Chase Bank, N.A. and Wells Fargo Bank, N.A. as Co-Syndication Agents, Citizens Bank, N.A., Societe Generale, BNP Paribas and The Bank of Tokyo-Mitsubishi UFJ, Ltd. NY Branch as Co-Documentation Agents, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, JPMorgan Chase Bank, N.A., Wells Fargo Securities, LLC, Citizens Bank N.A., Societe Generale, BNP Paribas, and The Bank of Tokyo-Mitsubishi UFJ, Ltd. NY Branch as Joint Lead Arrangers and Joint Book Managers (incorporated herein by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q-Q filed on May 9, 2017).
10.16^	—	Form of Phantom Unit Award Agreement for Executive Officers under Global Partners LP Long-Term Incentive Plan (incorporated herein by reference to Exhibit 99.1 to the Current Report on Form 8-K filed on August 22, 2017).
10.17^	—	Global Partners LP 2018 Long-Term Cash Incentive Plan (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on October 12, 2018).
10.18	—	First Amendment to Third Amended and Restated Credit Agreement dated September 10, 2018 (incorporated herein by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q filed on November 8, 2018).
10.19	—	Second Amendment to Third Amended and Restated Credit Agreement dated September 10, 2018 (incorporated herein by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q filed on November 8, 2018).
10.20^	—	Employment Agreement effective as of February 1, 2019, by and between Global GP LLC and Eric S. Slifka (incorporated herein by reference to Exhibit 10.2 to the Current Report on Form 8-K filed on February 5, 2019).
10.21^	—	Employment Agreement effective as of January 1, 2019, by and between Global GP LLC and Mark Romaine (incorporated herein by reference to Exhibit 10.3 to the Current Report on Form 8-K filed on February 5, 2019).
10.22^	—	Employment Agreement effective as of January 1, 2019, by and between Global GP LLC and Daphne H. Foster (incorporated herein by reference to Exhibit 10.4 to the Current Report on Form 8-K filed on February 5, 2019).
10.23^	—	Employment Agreement effective as of January 1, 2019, by and between Global GP LLC and Edward J. Faneuil (incorporated herein by reference to Exhibit 10.5 to the Current Report on Form 8-K filed on February 5, 2019).
10.24^	—	Employment Agreement effective as of January 1, 2019, by and between Global GP LLC and Andrew P. Slifka (incorporated herein by reference to Exhibit 10.6 to the Current Report on Form 8-K filed on February 5, 2019).
10.25^	—	Employment Agreement effective as of January 1, 2019, by and between Global GP LLC and Matthew Spencer (incorporated herein by reference to Exhibit 10.7 to the Current Report on Form 8-K filed on February 5, 2019).
10.26^	—	Global Partners LP 2018 Long-Term Cash Incentive Plan Award Agreement (incorporated herein by reference to Exhibit 10.2 to the Quarterly Report on Form 10-K filed on November 7, 2019).
10.27	—	Third Amendment to Third Amended and Restated Credit Agreement and First Amendment to Third Amended and Restated Security Agreement, dated as of April 19, 2019 (incorporated herein by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q filed on May 9, 2019).
10.28	—	Fourth Amendment to Third Amended and Restated Credit Agreement, dated as of May 7, 2020 (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on May 8, 2020).

10.29	—	Fifth Amendment to Third Amended and Restated Credit Agreement, dated as of May 5, 2021 (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on May 6, 2021).
10.30	—	Slifka Entities Services Agreement, effective as of January 1, 2021 (incorporated herein by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q filed on May 7, 2021).
10.31^	—	Employment Agreement, effective as of September 1, 2021, by and between Global GP LLC and Gregory B. Hanson (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K/A filed on October 1, 2021).
10.32^*	—	First Amendment to Employment Agreement, effective as of December 31, 2021, by and between Global GP LLC and Gregory B. Hanson.
21.1*	—	List of Subsidiaries of Global Partners LP.
22.1*	—	List of Subsidiary Guarantors and Co-Issuer of Global Partners LP
23.1*	—	Consent of Ernst & Young LLP.
31.1*	—	Rule 13a-14(a)/15d-14(a) Certification of Principal Executive Officer of Global GP LLC, general partner of Global Partners LP.
31.2*	—	Rule 13a-14(a)/15d-14(a) Certification of Principal Financial Officer of Global GP LLC, general partner of Global Partners LP.
32.1†	—	Section 1350 Certification of Chief Executive Officer of Global GP LLC, general partner of Global Partners LP.
32.2†	—	Section 1350 Certification of Chief Financial Officer of Global GP LLC, general partner of Global Partners LP.
101.INS*	—	Inline XBRL Instance Document (the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document).
101.SCH*	—	Inline XBRL Taxonomy Extension Schema Document.
101.CAL*	—	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	—	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	—	Inline XBRL Taxonomy Extension Labels Linkbase Document.
101.PRE*	—	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104*	—	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Filed herewith.

^ Management contract or compensatory plan or arrangement.

** Schedules and similar attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Partnership undertakes to furnish supplementally copies of any of the omitted schedules and exhibits upon request by the U.S. Securities and Exchange Commission.

† Not deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liability of that section.

†† Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

††† Portions of this exhibit have been omitted pursuant to an order granting confidential treatment, dated April 12, 2020 (SEC File No. 001-32593).

Item 16. Form 10-K Summary.

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GLOBAL PARTNERS LP
By: Global GP LLC,
its general partner

Dated: February 28, 2022

By: /s/ ERIC SLIFKA
Eric Slifka
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated on February 28, 2022.

Signature	Title
/s/ ERIC SLIFKA Eric Slifka	President, Chief Executive Officer, Vice Chairman and Director (Principal Executive Officer)
/s/ GREGORY B. HANSON Gregory B. Hanson	Chief Financial Officer (Principal Financial Officer)
/s/ MATTHEW SPENCER Matthew Spencer	Chief Accounting Officer (Principal Accounting Officer)
/s/ RICHARD SLIFKA Richard Slifka	Chairman
/s/ JOHN T. HAILER John T. Hailer	Director
/s/ ROBERT J. MCCOOL Robert J. McCool	Director
/s/ ROBERT W. OWENS Robert W. Owens	Director
/s/ JAIME PEREIRA Jaime Pereira	Director

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GLOBAL PARTNERS LP FINANCIAL STATEMENTS

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Report of Independent Registered Public Accounting Firm

To the Board of Directors of Global GP LLC and Unitholders of Global Partners LP

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Global Partners LP (the Partnership) as of December 31, 2021 and 2020, and the related consolidated statements of operations, comprehensive income, cash flows, and partners' equity for each of the three years in the period ended December 31, 2021, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Partnership at December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Partnership's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 28, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Partnership's management. Our responsibility is to express an opinion on the Partnership's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Partnership in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

	Valuation of Physical Forward Derivative Contracts
Description of the Matter	As described in Note 2, Note 9 and Note 10 to the financial statements, the Partnership enters into different commodity contracts that qualify as derivative instruments. These include physical forward purchase and sale contracts and are accounted at fair value. These contracts are considered Level 2 derivative instruments under the fair value hierarchy as inputs used to determine fair value are not quoted prices in active markets. As of December 31, 2021, derivative assets of $11.7 million

and derivative liabilities of $31.7 million were recorded for physical forward derivative contracts based on Level 2 fair value measurements.

Auditing the fair value measurement of physical forward derivative instruments was complex given the judgmental nature of the assumptions used as inputs into the valuation models. This included inputs used to value commodity products at locations whereby active market pricing may not be available. These assumptions are forward-looking and could be affected by future economic and market conditions.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of the Partnership's controls over its accounting for physical forward derivative contracts, including controls over the contract initiation process, management's review of inputs and assumptions used in valuation models, and contract settlements.

To test the valuation of physical forward derivative instruments, our audit procedures included, among others, evaluating the valuation methodologies used by the Partnership and testing the significant inputs and the mathematical accuracy of the calculations. In certain instances, we independently determined the significant unobservable inputs, calculated the resulting fair values and compared them to the Partnership's estimates. We obtained forward prices from independent sources, including market indices, and evaluated the Partnership's assumptions related to their forward curves and confirmed key terms with counterparties. We also performed sensitivity analyses using independent sources of market data to evaluate the change in fair value of physical forward derivative instruments that would result from changes in underlying assumptions.

/s/ Ernst & Young LLP

We have served as the Partnership's auditor since 2004.
Boston, Massachusetts
February 28, 2022

Report of Independent Registered Public Accounting Firm

To the Board of Directors of Global GP LLC and Unitholders of Global Partners LP

Opinion on Internal Control Over Financial Reporting

We have audited Global Partners LP's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Global Partners LP (the Partnership) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets as of December 31, 2021 and 2020, and the related consolidated statements of operations, comprehensive income, cash flows, and partners' equity for each of the three years in the period ended December 31, 2021, and the related notes of the Partnership and our report dated February 28, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

The Partnership's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report. Our responsibility is to express an opinion on the Partnership's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Partnership in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Boston, Massachusetts
February 28, 2022

GLOBAL PARTNERS LP

CONSOLIDATED BALANCE SHEETS

(In thousands, except unit data

	December 31, 2021	December 31, 2020
Assets		
Current assets:		
Cash and cash equivalents	$ 10,849	$ 9,714
Accounts receivable, net (less allowance of $2,741 and $2,555 at December 31, 2021 and 2020, respectively)	411,194	227,317
Accounts receivable—affiliates	1,139	2,410
Inventories	509,517	384,432
Brokerage margin deposits	33,658	21,661
Derivative assets	11,652	16,556
Prepaid expenses and other current assets	87,076	119,340
Total current assets	1,065,085	781,430
Property and equipment, net	1,099,348	1,082,486
Right of use assets, net	280,284	290,506
Intangible assets, net	26,014	35,925
Goodwill	328,135	323,565
Other assets	32,299	26,588
Total assets	$ 2,831,165	$ 2,540,500
Liabilities and partners' equity		
Current liabilities:		
Accounts payable	$ 353,296	$ 207,873
Working capital revolving credit facility—current portion	204,700	34,400
Lease liability—current portion	62,352	75,376
Environmental liabilities—current portion	4,642	4,455
Trustee taxes payable	44,223	36,598
Accrued expenses and other current liabilities	138,733	126,774
Derivative liabilities	31,654	12,055
Total current liabilities	839,600	497,531
Working capital revolving credit facility—less current portion	150,000	150,000
Revolving credit facility	43,400	122,000
Senior notes	739,310	737,605
Long-term lease liability—less current portion	228,203	226,648
Environmental liabilities—less current portion	48,163	49,166
Financing obligations	144,444	146,535
Deferred tax liabilities	56,817	56,218
Other long—term liabilities	53,461	59,298
Total liabilities	2,303,398	2,045,001
Commitments and contingencies (see Note 11)		
Partners' equity		
Series A preferred limited partners (2,760,000 units issued and outstanding at December 31, 2021 and 2020)	67,226	67,226
Series B preferred limited partners (3,000,000 units and 0 units issued and outstanding at December 31, 2021 and 2020, respectively)	72,305	—
Common limited partners (33,995,563 units issued and 33,953,227 outstanding at December 31, 2021 and 33,995,563 units issued and 33,966,180 outstanding at December 31, 2020)	392,086	428,842
General partner interest (0.67% interest with 230,303 equivalent units outstanding at December 31, 2021 and 2020)	(1,948)	(2,169)
Accumulated other comprehensive (loss) income	(1,902)	1,600
Total partners' equity	527,767	495,499
Total liabilities and partners' equity	$ 2,831,165	$ 2,540,500

The accompanying notes are an integral part of these consolidated financial statements.

GLOBAL PARTNERS LP

CONSOLIDATED STATEMENTS OF OPERATIONS

(In thousands, except per unit data)

	Year Ended December 31,		
	2021	**2020**	**2019**
Sales	$ 13,248,277	$ 8,321,599	$ 13,081,730
Cost of sales	12,529,014	7,600,461	12,418,973
Gross profit	719,263	721,138	662,757
Costs and operating expenses:			
Selling, general and administrative expenses	212,878	192,533	170,937
Operating expenses	353,582	323,298	342,382
Lease exit and termination gain	—	—	(493)
Amortization expense	10,711	10,839	11,431
Net (gain) loss on sale and disposition of assets	(506)	275	(2,730)
Long-lived asset impairment	380	1,927	2,022
Total costs and operating expenses	577,045	528,872	523,549
Operating income	142,218	192,266	139,208
Interest expense	(80,086)	(83,539)	(89,856)
Loss on early extinguishment of debt	—	(7,164)	(13,080)
Income before income tax (expense) benefit	62,132	101,563	36,272
Income tax (expense) benefit	(1,336)	119	(1,094)
Net income	60,796	101,682	35,178
Net loss attributable to noncontrolling interest	—	528	689
Net income attributable to Global Partners LP	60,796	102,210	35,867
Less: General partner's interest in net income, including incentive distribution rights	3,581	1,399	1,379
Less: Preferred limited partner interest in net income	12,209	6,728	6,728
Net income attributable to common limited partners	$ 45,006	$ 94,083	$ 27,760
Basic net income per common limited partner unit	$ 1.33	$ 2.77	$ 0.82
Diluted net income per common limited partner unit	$ 1.31	$ 2.74	$ 0.81
Basic weighted average common limited partner units outstanding	33,942	33,907	33,810
Diluted weighted average common limited partner units outstanding	34,278	34,308	34,339

The accompanying notes are an integral part of these consolidated financial statements.

GLOBAL PARTNERS LP

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

(In thousands)

	Year Ended December 31,		
	2021	**2020**	**2019**
Net income	$ 60,796	$ 101,682	$ 35,178
Other comprehensive (loss) income:			
Change in fair value of cash flow hedges	(7,082)	7,082	2
Change in pension liability	3,580	(406)	182
Total other comprehensive (loss) income	(3,502)	6,676	184
Comprehensive income	57,294	108,358	35,362
Comprehensive loss attributable to noncontrolling interest	—	528	689
Comprehensive income attributable to Global Partners LP	$ 57,294	$ 108,886	$ 36,051

The accompanying notes are an integral part of these consolidated financial statements.

GLOBAL PARTNERS LP

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)

	Year Ended December 31,		
	2021	2020	2019
Cash flows from operating activities			
Net income	$ 60,796	$ 101,682	$ 35,178
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	102,241	100,135	108,192
Amortization of deferred financing fees	5,031	5,241	5,038
Amortization of senior notes discount	—	—	902
Bad debt expense	(51)	710	560
Unit-based compensation expense	707	1,077	1,966
Write-off of financing fees	365	667	188
Net (gain) loss on sale and disposition of assets	(506)	275	(2,730)
Long-lived asset impairment	380	1,927	2,022
Loss on early extinguishment of debt	—	7,164	13,080
Deferred income taxes	599	13,339	23
Changes in operating assets and liabilities:			
Accounts receivable	(183,826)	185,168	(78,978)
Accounts receivable-affiliate	1,271	5,413	(2,388)
Inventories	(123,889)	65,588	(64,790)
Broker margin deposits	(11,997)	12,805	(19,700)
Prepaid expenses, all other current assets and other assets	24,618	(35,495)	14,413
Accounts payable	145,423	(165,513)	64,407
Trustee taxes payable	7,625	(6,334)	319
Change in derivatives	24,503	(12,635)	30,030
Accrued expenses, all other current liabilities and other long-term liabilities	(3,072)	31,312	(13,330)
Net cash provided by operating activities	50,218	312,526	94,402
Cash flows from investing activities			
Acquisitions	(18,034)	—	—
Capital expenditures	(101,717)	(76,333)	(82,864)
Seller note issuances	(1,690)	(1,608)	(1,410)
Proceeds from sale of property and equipment	6,391	8,213	17,060
Net cash used in investing activities	(115,050)	(69,728)	(67,214)
Cash flows from financing activities			
Net proceeds from issuance of Series B preferred units	72,167	—	—
Net borrowings from (payments on) working capital revolving credit facility	170,300	(139,500)	70,600
Net payments on revolving credit facility	(78,600)	(70,700)	(27,300)
Proceeds from senior notes, net	—	344,750	392,602
Repayment of senior notes	—	(306,501)	(381,886)
Repurchase of common units	(3,772)	(291)	—
LTIP units withheld for tax obligations	(2,209)	(277)	(657)
Noncontrolling interest capital contribution	—	400	—
Acquisition of noncontrolling interest	—	(1,650)	—
Distributions to limited partners and general partner	(91,919)	(71,357)	(76,626)
Net cash provided by (used in) financing activities	65,967	(245,126)	(23,267)
Cash and cash equivalents			
Increase (decrease) in cash and cash equivalents	1,135	(2,328)	3,921
Cash and cash equivalents at beginning of year	9,714	12,042	8,121
Cash and cash equivalents at end of year	$ 10,849	$ 9,714	$ 12,042
Supplemental information			
Cash paid during the year for interest	$ 54,709	$ 58,638	$ 67,436
Net cash (received) during the year for income taxes	$ (14,779)	$ (1,463)	$ (5,208)

The accompanying notes are an integral part of these consolidated financial statements.

GLOBAL PARTNERS LP

CONSOLIDATED STATEMENTS OF PARTNERS' EQUITY

(In thousands)

	Partners' Equity						
	Series A Preferred Limited Partners	Series B Preferred Limited Partners	Common Limited Partners	General Partner Interest	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interest	Total Partners' Equity
Balance at December 31, 2018	$ 67,226	$ —	$ 437,874	$ (2,509)	$ (5,260)	$ 1,863	$ 499,194
Net income (loss)	6,728	—	27,760	1,379	—	(689)	35,178
Distributions to limited partners and general partner	(6,728)	—	(69,522)	(1,490)	—	—	(77,740)
Unit-based compensation	—	—	1,966	—	—	—	1,966
Other comprehensive income	—	—	—	—	184	—	184
LTIP units withheld for tax obligations	—	—	(657)	—	—	—	(657)
Dividends on repurchased units	—	—	1,114	—	—	—	1,114
Balance at December 31, 2019	67,226	—	398,535	(2,620)	(5,076)	1,174	459,239
Net income (loss)	6,728	—	94,083	1,399	—	(528)	101,682
Noncontrolling interest capital contribution	—	—	—	—	—	400	400
Acquisition of noncontrolling interest	—	—	(604)	—	—	(1,046)	(1,650)
Distributions to limited partners and general partner	(6,728)	—	(63,826)	(948)	—	—	(71,502)
Unit-based compensation	—	—	1,077	—	—	—	1,077
Other comprehensive income	—	—	—	—	6,676	—	6,676
Repurchase of common units	—	—	(291)	—	—	—	(291)
LTIP units withheld for tax obligations	—	—	(277)	—	—	—	(277)
Dividends on repurchased units	—	—	145	—	—	—	145
Balance at December 31, 2020	67,226	—	428,842	(2,169)	1,600	—	495,499
Issuance of Series B preferred units	—	72,167	—	—	—	—	72,167
Net income	6,728	5,481	45,006	3,581	—	—	60,796
Distributions to limited partners and general partner	(6,728)	(5,343)	(77,339)	(3,360)	—	—	(92,770)
Unit-based compensation	—	—	707	—	—	—	707
Other comprehensive loss	—	—	—	—	(3,502)	—	(3,502)
Repurchase of common units	—	—	(3,772)	—	—	—	(3,772)
LTIP units withheld for tax obligations	—	—	(2,209)	—	—	—	(2,209)
Dividends on repurchased units	—	—	851	—	—	—	851
Balance at December 31, 2021	$ 67,226	$ 72,305	$ 392,086	$ (1,948)	$ (1,902)	$ —	$ 527,767

The accompanying notes are an integral part of these consolidated financial statements.

GLOBAL PARTNERS LP

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Organization and Basis of Presentation

Organization

Global Partners LP (the "Partnership") is a master limited partnership formed in March 2005. The Partnership owns, controls or has access to one of the largest terminal networks of refined petroleum products and renewable fuels in Massachusetts, Maine, Connecticut, Vermont, New Hampshire, Rhode Island, New York, New Jersey and Pennsylvania (collectively, the "Northeast"). The Partnership is one of the region's largest independent owners, suppliers and operators of gasoline stations and convenience stores. As of December 31, 2021, the Partnership had a portfolio of 1,595 owned, leased and/or supplied gasoline stations, including 295 directly operated convenience stores, primarily in the Northeast. The Partnership is also one of the largest distributors of gasoline, distillates, residual oil and renewable fuels to wholesalers, retailers and commercial customers in the New England states and New York. The Partnership engages in the purchasing, selling, gathering, blending, storing and logistics of transporting petroleum and related products, including gasoline and gasoline blendstocks (such as ethanol), distillates (such as home heating oil, diesel and kerosene), residual oil, renewable fuels, crude oil and propane and in the transportation of petroleum products and renewable fuels by rail from the mid-continent region of the United States and Canada.

Global GP LLC, the Partnership's general partner (the "General Partner"), manages the Partnership's operations and activities and employs its officers and substantially all of its personnel, except for most of its gasoline station and convenience store employees who are employed by Global Montello Group Corp. ("GMG"), a wholly owned subsidiary of the Partnership.

The General Partner, which holds a 0.67% general partner interest in the Partnership, is owned by affiliates of the Slifka family. As of December 31, 2021, affiliates of the General Partner, including its directors and executive officers and their affiliates, owned 6,209,813 common units, representing a 18.3% limited partner interest.

COVID-19 Pandemic

The COVID-19 pandemic continues to make its presence felt at home, in the workplace, at the Partnership's retail sites and terminal locations and in the global supply chain. The Partnership remains active in responding to the challenges posed by the COVID-19 pandemic and continues to provide essential products and services while prioritizing the safety of its employees, customers and vendors in the communities where the Partnership operates.

2021 Events

Revere Terminal Purchase and Sale Agreement—On November 24, 2021, the Partnership entered into a Purchase and Sale Agreement (the "Purchase Agreement") with Revere MA Owner LLC (the "Revere Buyer") pursuant to which the Revere Buyer will acquire the Partnership's terminal located on Boston Harbor in Revere, Massachusetts (the "Revere Terminal") for a purchase price of $150.0 million in cash. Pursuant to the terms of the purchase agreement the Partnership entered into with affiliates of the Slifka family ("Initial Seller") in 2015 to acquire the Revere Terminal, the Initial Seller will receive a portion of the net proceeds that the Partnership will receive from the sale of the Revere Terminal. The Partnership estimates that proceeds to the Partnership from the sale of the Revere Terminal after closing costs and consideration of amounts due to the Initial Seller will be in excess of $100.0 million. In connection with closing under the Purchase Agreement, the Partnership will enter into a leaseback agreement with the Revere Buyer pursuant to which the Partnership will lease back key infrastructure at the Revere Terminal, including certain tanks, dock access rights, and loading rack infrastructure, to allow the Partnership to continue business operations at the Revere Terminal post-closing. The disposition is expected to close in the first half of 2022 and is subject to customary closing conditions.

Amended Credit Agreement—On May 5, 2021, the Partnership and certain of its subsidiaries entered into the

fifth amendment to third amended and restated credit agreement which, among other things, increased the total aggregate commitment to $1.25 billion and extended the maturity date to May 6, 2024. On November 29, 2021, the Partnership and certain of its subsidiaries agreed with the lenders to increase the working capital revolving credit facility in an amount equal to $100.0 million, which increased the total available commitments under the credit agreement to $1.35 billion. See Note 8 for additional information.

Series B Preferred Unit Offering—On March 24, 2021, the Partnership issued 3,000,000 9.50% Series B Fixed Rate Cumulative Redeemable Perpetual Preferred Units, liquidation preference of $25.00 per unit (the "Series B Preferred Units"), for $25.00 per Series B Preferred Unit in an offering registered under the Securities Act of 1933. See Note 18 for additional information.

Note 2. Summary of Significant Accounting Policies

Basis of Consolidation and Presentation

The accompanying consolidated financial statements as of December 31, 2021 and 2020 and for the years ended December 31, 2021, 2020 and 2019 reflect the accounts of the Partnership. Upon consolidation, all intercompany balances and transactions have been eliminated.

Noncontrolling Interest

The Partnership acquired a 60% interest in Basin Transload, LLC ("Basin Transload") on February 1, 2013. In connection with the terms of an agreement between the Partnership and the minority members of Basin Transload on September 29, 2020, the Partnership acquired the minority members' collective 40% interest in Basin Transload.

Amounts pertaining to the noncontrolling ownership interest held by third parties in the financial position and operating results of the Partnership are reported as a noncontrolling interest in the accompanying consolidated financial statements for years ended December 31, 2020 and 2019.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The uncertainty surrounding the short and long-term impact of COVID-19, including the inability to project the timing of the continuing economic recovery, may have an impact on the Partnership's use of estimates. Among the estimates made by management are (i) estimated fair value of assets and liabilities acquired in a business combination and identification of associated goodwill and intangible assets, (ii) fair value of derivative instruments, (iii) accruals and contingent liabilities, (iv) allowance for credit losses, (v) assumptions used to evaluate goodwill, (vi) assumptions used to evaluate property and equipment and intangibles for impairment, (vii) environmental and asset retirement obligation provisions, and (viii) weighted average discount rate used in lease accounting. Although the Partnership believes its estimates are reasonable, actual results could differ from these estimates.

Cash and Cash Equivalents

The Partnership considers highly liquid investments with original maturities of three months or less at the time of purchase to be cash equivalents. The carrying value of cash and cash equivalents, including broker margin accounts, approximates fair value.

Accounts Receivable

The Partnership’s accounts receivable primarily results from sales of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil to its customers. The majority of the Partnership’s accounts receivable relates to its petroleum marketing activities that can generally be described as high volume and low margin activities. The Partnership makes a determination of the amount, if any, of a line of credit it may extend to a customer based on the form and amount of financial performance assurances the Partnership requires. Such financial assurances are commonly provided to the Partnership in the form of standby letters of credit, personal guarantees or corporate guarantees.

The Partnership reviews all accounts receivable balances on a monthly basis and records a reserve for estimated amounts it expects will not be fully recovered. At December 31, 2021 and 2020, substantially all of the Partnership’s accounts receivable were classified as current assets and there were no non-standard payment terms.

Allowance for Credit Losses

The Partnership is exposed to credit losses primarily through its sales of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil. Concentration of credit risk with respect to trade receivables are limited due to the Partnership’s customer base being large and diverse. The Partnership assesses each counterparty’s ability to pay for the products the Partnership sells by conducting a credit review. This credit review considers the Partnership’s expected billing exposure and timing for payment and the counterparty’s established credit rating or, in the case when a credit rating is not available, the Partnership’s assessment of the counterparty’s creditworthiness based on the Partnership’s analysis of the counterparty’s financial statements. The Partnership also considers contract terms and conditions and business strategy in its evaluation. A credit limit is established for each counterparty based on the outcome of this review. The Partnership may require collateralized asset support in the form of standby letters of credit, personal or corporate guarantees and/or a prepayment to mitigate credit risk.

The Partnership monitors its ongoing credit exposure through active reviews of counterparty balances against contract terms and due dates. The Partnership’s historical experience of collecting receivables, supported by the level of default, is that credit risk is low across classes of customers and locations and trade receivables are considered to be a single class of financial assets. Impairment for trade receivables are calculated for specific receivables with known or anticipated issues affecting the likelihood of collectability and for balances past due with a probability of default based on historical data as well as relevant forward-looking information. The Partnership’s activities include timely account reconciliations, dispute resolutions and payment confirmations. The Partnership utilizes internal legal counsel or collection agencies and outside legal counsel to pursue recovery of defaulted receivables.

Based on an aging analysis at December 31, 2021, approximately 99% of the Partnership’s accounts receivable were outstanding less than 30 days.

GLOBAL PARTNERS LP

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following table presents changes in the credit loss allowance for the years ended December 31 (in thousands):

Description	Balance at Beginning of Period	Current Period Provision	Write-offs Charged Against Allowance for Credit Losses	Recoveries Collected	Balance at End of Period
Year ended December 31, 2021					
Credit loss allowance—accounts receivable	$ 2,555	$ (51)	$ (18)	$ 255	$ 2,741
Year ended December 31, 2020					
Credit loss allowance—accounts receivable	$ 2,729	$ 710	$ (1,054)	$ 170	$ 2,555
Year ended December 31, 2019					
Credit loss allowance—accounts receivable	$ 2,433	$ 177	$ (388)	$ 507	$ 2,729

Inventories

The Partnership hedges substantially all of its petroleum and ethanol inventory using a variety of instruments, primarily exchange-traded futures contracts. These futures contracts are entered into when inventory is purchased and are either designated as fair value hedges against the inventory on a specific barrel basis for inventories qualifying for fair value hedge accounting or not designated and maintained as economic hedges against certain inventory of the Partnership on a specific barrel basis. Changes in fair value of these futures contracts, as well as the offsetting change in fair value on the hedged inventory, are recognized in earnings as an increase or decrease in cost of sales. All hedged inventory designated in a fair value hedge relationship is valued using the lower of cost, as determined by specific identification, or net realizable value, as determined at the product level. All petroleum and ethanol inventory not designated in a fair value hedging relationship is carried at the lower of historical cost, on a first-in, first-out basis, or net realizable value. Renewable Identification Numbers ("RINs") inventory is carried at the lower of historical cost, on a first-in, first-out basis, or net realizable value. Convenience store inventory is carried at the lower of historical cost, based on a weighted average cost method, or net realizable value.

Inventories consisted of the following at December 31 (in thousands):

	2021	2020
Distillates: home heating oil, diesel and kerosene	$ 244,067	$ 206,177
Gasoline	123,824	98,747
Gasoline blendstocks	50,599	27,468
Crude oil	3,678	6,181
Residual oil	60,286	21,159
Renewable identification numbers (RINs)	4,218	2,332
Convenience store inventory	22,845	22,329
Other	—	39
Total	$ 509,517	$ 384,432

In addition to its own inventory, the Partnership has exchange agreements for petroleum products and ethanol with unrelated third-party suppliers, whereby it may draw inventory from these other suppliers (see *Revenue Recognition*) and suppliers may draw inventory from the Partnership. Positive exchange balances are accounted for as accounts receivable and amounted to $1.3 million and $3.0 million at December 31, 2021 and 2020, respectively. Negative exchange balances are accounted for as accounts payable and amounted to $20.6 million and $9.8 million at December 31, 2021 and 2020, respectively. Exchange transactions are valued using current carrying costs.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Minor expenditures for routine maintenance, repairs and renewals are charged to expense as incurred, and major improvements that extend the useful lives of the related assets are capitalized. Depreciation related to the Partnership's terminal assets and gasoline stations is charged to cost of sales and all other depreciation is charged to selling, general and administrative expenses. Depreciation is charged over the estimated useful lives of the applicable assets using straight-line methods, and accelerated methods are used for income tax purposes. When applicable and based on policy, which considers the construction period and project cost, the Partnership capitalizes interest on qualified long-term projects and depreciates it over the life of the related asset.

The estimated useful lives are as follows:

Gasoline station buildings, improvements and storage tanks	15-25 years
Buildings, docks, terminal facilities and improvements	5-25 years
Gasoline station equipment	7 years
Fixtures, equipment and capitalized internal use software	3-7 years

The Partnership capitalizes certain costs, including internal payroll and external direct project costs incurred in connection with developing or obtaining software designated for internal use. These costs are included in property and equipment and are amortized over the estimated useful lives of the related software.

Intangibles

Intangibles are carried at cost less accumulated amortization. For assets with determinable useful lives, amortization is computed over the estimated economic useful lives of the respective intangible assets, ranging from 2 to 20 years.

Goodwill and Long-Lived Asset Impairment

Goodwill

Goodwill represents the future economic benefits arising from assets acquired in a business combination that are not individually identified and separately recognized. The Partnership has concluded that its operating segments are also its reporting units. Goodwill is tested for impairment annually as of October 1 or when events or changes in circumstances indicate that the carrying amount of goodwill may not be recoverable. Derecognized goodwill associated with the Partnership's disposition activities of Gasoline Distribution and Station Operation ("GDSO") sites is included in the carrying value of assets sold in determining the gain or loss on disposal, to the extent the disposition of assets qualifies as a disposition of a business under Accounting Standards Codification ("ASC") Topic 805, "Business Combinations." The GDSO reporting unit's goodwill that was derecognized related to the disposition of sites that met the definition of a business was $0.6 million, $0.9 million and $2.9 million for the years ended December 31, 2021, 2020 and 2019, respectively (see Note 7).

All of the Partnership's goodwill is allocated to the GDSO segment. During 2021, 2020 and 2019, the Partnership completed a quantitative assessment for the GDSO reporting unit. Factors included in the assessment included both macro-economic conditions and industry specific conditions, and the fair value of the GDSO reporting unit was estimated using a weighted average of a discounted cash flow approach and a market comparables approach. Based on the Partnership's assessment, no impairment was identified.

Evaluation of Long-Lived Asset Impairment

Accounting and reporting guidance for long-lived assets requires that a long-lived asset (group) be reviewed for impairment when events or changes in circumstances indicate that the carrying amount might not be recoverable. Accordingly, the Partnership evaluates long-lived assets for impairment whenever indicators of impairment are identified. If indicators of impairment are present, the Partnership assesses impairment by comparing the undiscounted projected future cash flows from the long-lived assets to their carrying value. If the undiscounted cash flows are less than the carrying value, the long-lived assets will be reduced to their fair value. The Partnership recognized the following impairment charges which are included in long-lived asset impairment in the accompanying statements of operations for each respective year:

In 2021, the Partnership recognized an impairment charge primarily relating to certain developmental assets for raze and rebuilds in the amount of $0.4 million which was allocated to the GDSO segment.

In 2020, the Partnership recognized an impairment charge relating to certain right-of-use assets in the amount of $1.9 million, of which $1.7 million was allocated to the Wholesale segment and $0.2 million was allocated to the GDSO segment.

In 2019, the Partnership recognized an impairment charge relating to long-lived assets used at certain gasoline stations and convenience stores in the amount of $2.0 million which was allocated to the GDSO segment.

Environmental and Other Liabilities

The Partnership accrues for all direct costs associated with the estimated resolution of contingencies at the earliest date at which it is deemed probable that a liability has been incurred and the amount of such liability can be reasonably estimated. Costs accrued are estimated based upon an analysis of potential results, assuming a combination of litigation and settlement strategies and outcomes.

Estimated losses from environmental remediation obligations generally are recognized no later than completion of the remedial feasibility study. Loss accruals are adjusted as further information becomes available or circumstances change. Costs of future expenditures for environmental remediation obligations are not discounted to their present value.

Recoveries of environmental remediation costs from other parties are recognized when related contingencies are resolved, generally upon cash receipt.

The Partnership is subject to other contingencies, including legal proceedings and claims arising out of its businesses that cover a wide range of matters, including environmental matters and contract and employment claims. Environmental and other legal proceedings may also include matters with respect to businesses previously owned. Further, due to the lack of adequate information and the potential impact of present regulations and any future regulations, there are certain circumstances in which no range of potential exposure may be reasonably estimated. See Notes 14 and 23.

Asset Retirement Obligations

The Partnership is required to account for the legal obligations associated with the long-lived assets that result from the acquisition, construction, development or operation of long-lived assets. Such asset retirement obligations specifically pertain to the treatment of underground gasoline storage tanks (“USTs”) that exist in those states which statutorily require removal of the USTs at a certain point in time. Specifically, the Partnership’s retirement obligations consist of the estimated costs of removal and disposals of USTs. The liability for an asset retirement obligation is recognized on a discounted basis in the year in which it is incurred, and the discount period applied is based on statutory

requirements for UST removal or policy. The associated asset retirement costs are capitalized as part of the carrying cost of the asset. The Partnership had approximately $8.7 million and $8.3 million in total asset retirement obligations at December 31, 2021 and 2020, respectively, which are included in other long-term liabilities in the accompanying consolidated balance sheets.

Leases

The Partnership has gasoline station and convenience store leases, primarily of land and buildings. The Partnership has terminal and dedicated storage facility lease arrangements with various petroleum terminals and third parties, of which certain arrangements have minimum usage requirements. The Partnership leases barges through various time charter lease arrangements and railcars through various lease arrangements. The Partnership also has leases for office space, computer and convenience store equipment and automobiles. The Partnership's lease arrangements have various expiration dates with options to extend.

The Partnership is also the lessor party to various lease arrangements with various expiration dates, including the leasing of gasoline stations and certain equipment to third-party station operators and cobranding lease agreements for certain space within the Partnership's gasoline stations and convenience stores.

In addition, the Partnership is party to three master unitary lease agreements in connection with (i) the June 2015 acquisition of retail gasoline stations from Capitol Petroleum Group ("Capitol") related to properties previously sold by Capitol within two sale-leaseback transactions; and (ii) the June 2016 sale of real property assets at 30 gasoline stations and convenience stores that did not meet the criteria for sale accounting. These transactions are accounted for as financing obligations in accordance with ASC 842, "Leases," (see Note 8).

Accounting and reporting guidance for leases requires that leases be evaluated and classified as either operating or finance leases by the lessee and as either operating, sales-type or direct financing leases by the lessor. The Partnership's operating leases are included in right-of-use ("ROU") assets, lease liability-current portion and long-term lease liability-less current portion in the accompanying consolidated balance sheets.

ROU assets represent the Partnership's right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. The Partnership's variable lease payments consist of payments that depend on an index or rate (such as the Consumer Price Index) as well as those payments that depend on the Partnership's performance or use of the underlying asset related to the lease. Variable lease payments are excluded from the ROU assets and lease liabilities and are recognized in the period in which the obligation for those payments is incurred. As most of the Partnership's leases do not provide an implicit rate in determining the net present value of lease payments, the Partnership uses its incremental borrowing rate based on the information available at the lease commencement date. ROU assets also include any lease payments made and exclude lease incentives. Many of the Partnership's lessee agreements include options to extend the lease, which are not included in the minimum lease terms unless they are reasonably certain to be exercised. Rental expense for lease payments related to operating leases is recognized on a straight-line basis over the lease term.

Rental income for lease payments received related to operating leases is recognized on a straight-line basis over the lease term.

The Partnership has elected the package of practical expedients permitted under the transition guidance within the new standard which, among other things, allows the Partnership to carry forward the historical accounting relating to lease identification and classification for existing leases upon adoption. Leases with an initial term of 12 months or less

are not recorded on the balance sheet as the Partnership recognizes lease expense for these leases on a straight-line basis over the lease term.

The Partnership's leases have contracted terms as follows:

Gasoline station and convenience store leases	1-20 years
Terminal lease arrangements	1-5 years
Dedicated storage facility leases	1-5 years
Barge and railcar equipment leases	1-10 years
Office space leases	1-12 years
Computer equipment, convenience store equipment and automobile leases	1-5 years

The above table excludes the Partnership's West Coast facility land lease arrangement which contract term is subject to expiration through July 2066. Some of the above leases include options to extend the leases for up to an additional 30 years. The Partnership does not include renewal options in its lease terms for calculating the lease liability unless the Partnership is reasonably certain the renewal options are to be exercised. The depreciable life of assets and leasehold improvements are limited by the expected lease term, unless there is a transfer of title or purchase option reasonably certain of exercise.

Revenue Recognition

The Partnership's sales relate primarily to the sale of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil and are recognized along with the related receivable upon delivery, net of applicable provisions for discounts and allowances. The Partnership may also provide for shipping costs at the time of sale, which are included in cost of sales.

Contracts with customers typically contain pricing provisions that are tied to a market index, with certain adjustments based on quality and freight due to location differences and prevailing supply and demand conditions, as well as other factors. As a result, the price of the products fluctuates to remain competitive with other available product supplies. The revenue associated with such arrangements is recognized upon delivery.

In addition, the Partnership generates revenue from its logistics activities when it stores, transloads and ships products owned by others. Revenue from logistics services is recognized as services are provided.

Logistics agreements may require counterparties to throughput a minimum volume over an agreed-upon period and may include make-up rights if the minimum volume is not met. The Partnership recognizes revenue associated with make-up rights at the earlier of when the make-up volume is shipped, the make-up right expires or when it is determined that the likelihood that the shipper will utilize the make-up right is remote.

Product revenue is not recognized on exchange agreements, which are entered into primarily to acquire various refined petroleum products, gasoline blendstocks, renewable fuels and crude oil of a desired quality or to reduce transportation costs by taking delivery of products closer to the Partnership's end markets. The Partnership recognizes net exchange differentials due from exchange partners in sales upon delivery of product to an exchange partner. The Partnership recognizes net exchange differentials due to exchange partners in cost of sales upon receipt of product from an exchange partner.

Income Taxes

Section 7704 of the Internal Revenue Code provides that publicly-traded partnerships are, as a general rule, taxed as corporations. However, an exception, referred to as the "Qualifying Income Exception," exists under

GLOBAL PARTNERS LP

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Section 7704(c) with respect to publicly-traded partnerships of which 90% or more of the gross income for every taxable year consists of "qualifying income." Qualifying income includes income and gains derived from the transportation, storage and marketing of refined petroleum products, gasoline blendstocks, crude oil and ethanol to resellers and refiners. Other types of qualifying income include interest (other than from a financial business), dividends, gains from the sale of real property and gains from the sale or other disposition of capital assets held for the production of income that otherwise constitutes qualifying income.

Substantially all of the Partnership's income is "qualifying income" for federal income tax purposes and, therefore, is not subject to federal income taxes at the partnership level. Accordingly, no provision has been made for income taxes on the qualifying income in the Partnership's financial statements. Net income for financial statement purposes may differ significantly from taxable income reportable to unitholders as a result of differences between the tax basis and financial reporting basis of assets and liabilities and the taxable income allocation requirements under the Partnership's agreement of limited partnership. Individual unitholders have different investment basis depending upon the timing and price at which they acquired their common units. Further, each unitholder's tax accounting, which is partially dependent upon the unitholder's tax position, differs from the accounting followed in the Partnership's consolidated financial statements. Accordingly, the aggregate difference in the basis of the Partnership's net assets for financial and tax reporting purposes cannot be readily determined because information regarding each unitholder's tax attributes in the Partnership is not available to the Partnership.

One of the Partnership's wholly owned subsidiaries, GMG, is a taxable entity for federal and state income tax purposes. Current and deferred income taxes are recognized on the separate earnings of GMG. The after-tax earnings of GMG are included in the earnings of the Partnership. Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes for GMG. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The Partnership calculates its current and deferred tax provision based on estimates and assumptions that could differ from actual results reflected in income tax returns filed in subsequent years. Adjustments based on filed returns are recorded when identified. See Note 13.

Concentration of Risk

Financial instruments that potentially subject the Partnership to concentration of credit risk consist primarily of cash, cash equivalents, accounts receivable, firm commitments and, under certain circumstances, futures contracts, forward fixed price contracts, options and swap agreements which may be used to hedge commodity and interest rate risks. The Partnership provides credit in the normal course of its business. The Partnership performs ongoing credit evaluations of its customers and provides for credit losses based on specific information and historical trends. Credit risk on trade receivables is minimized as a result of the Partnership's large customer base. Losses have historically been within management's expectations. See Note 9 for a discussion regarding risk of credit loss related to futures contracts, forward fixed price contracts, options and swap agreements. The Partnership's wholesale and commercial customers of refined petroleum products, gasoline blendstocks, renewable fuels, crude oil and propane are located primarily in the Northeast. The Partnership's retail gasoline stations and directly operated convenience stores are also located primarily in the Northeast.

Due to the nature of the Partnership's businesses and its reliance, in part, on consumer travel and spending patterns, the Partnership may experience more demand for gasoline during the late spring and summer months than during the fall and winter months. Travel and recreational activities are typically higher in these months in the geographic areas in which the Partnership operates, increasing the demand for gasoline. Therefore, the Partnership's

volumes in gasoline are typically higher in the second and third quarters of the calendar year. However, the COVID-19 pandemic has had a negative impact on gasoline demand and the extent and duration of that impact remains uncertain. As demand for some of the Partnership's refined petroleum products, specifically home heating oil and residual oil for space heating purposes, is generally greater during the winter months, heating oil and residual oil volumes are generally higher during the first and fourth quarters of the calendar year. These factors may result in fluctuations in the Partnership's quarterly operating results.

The following table presents the Partnership's product sales and other revenues as a percentage of the consolidated sales for the years ended December 31:

	2021	2020	2019
Gasoline sales: gasoline and gasoline blendstocks (such as ethanol)	72 %	70 %	75 %
Distillates (home heating oil, diesel and kerosene) and residual oil sales	24 %	24 %	21 %
Crude oil sales and crude oil logistics revenue	1 %	1 %	1 %
Convenience store and prepared food sales, rental income and sundries	3 %	5 %	3 %
Total	100 %	100 %	100 %

The following table presents the Partnership's product margin (product sales minus product costs) by segment as a percentage of the consolidated product margin for the years ended December 31:

	2021	2020	2019
Wholesale segment	17 %	23 %	17 %
Gasoline Distribution and Station Operations segment	81 %	75 %	80 %
Commercial segment	2 %	2 %	3 %
Total	100 %	100 %	100 %

See Note 20, "Segment Reporting," for additional information on the Partnership's operating segments.

The Partnership is dependent on a number of suppliers of fuel-related products, both domestically and internationally. The Partnership is dependent on the suppliers being able to source product on a timely basis and at favorable pricing terms. The loss of certain principal suppliers or a significant reduction in product availability from principal suppliers could have a material adverse effect on the Partnership, at least in the near term. The Partnership believes that its relationships with its suppliers are satisfactory and that the loss of any principal supplier could be replaced by new or existing suppliers.

Derivative Financial Instruments

The Partnership principally uses derivative instruments, which include regulated exchange-traded futures and options contracts (collectively, "exchange-traded derivatives") and physical and financial forwards and over-the counter ("OTC") swaps (collectively, "OTC derivatives"), to reduce its exposure to unfavorable changes in commodity market prices. The Partnership uses these exchange-traded and OTC derivatives to hedge commodity price risk associated with its inventory, fuel purchases and undelivered forward commodity purchases and sales ("physical forward contracts"). The Partnership accounts for derivative transactions in accordance with ASC Topic 815, "Derivatives and Hedging," and recognizes derivatives instruments as either assets or liabilities in the consolidated balance sheet and measures those instruments at fair value. The changes in fair value of the derivative transactions are presented currently in earnings, unless specific hedge accounting criteria are met.

The fair value of exchange-traded derivative transactions reflects amounts that would be received from or paid to the Partnership's brokers upon liquidation of these contracts. The fair value of these exchange-traded derivative transactions is presented on a net basis, offset by the cash balances on deposit with the Partnership's brokers, presented

as brokerage margin deposits in the consolidated balance sheets. The fair value of OTC derivative transactions reflects amounts that would be received from or paid to a third party upon liquidation of these contracts under current market conditions. The fair value of these OTC derivative transactions is presented on a gross basis as derivative assets or derivative liabilities in the consolidated balance sheets, unless a legal right of offset exists. The presentation of the change in fair value of the Partnership's exchange-traded derivatives and OTC derivative transactions depends on the intended use of the derivative and the resulting designation.

Derivatives Accounted for as Hedges – The Partnership utilizes fair value hedges and cash flow hedges to hedge commodity price risk.

Fair Value Hedges

Derivatives designated as fair value hedges are used to hedge price risk in commodity inventories and principally include exchange-traded futures contracts that are entered into in the ordinary course of business. For a derivative instrument designated as a fair value hedge, the gain or loss is recognized in earnings in the period of change together with the offsetting change in fair value on the hedged item of the risk being hedged. Gains and losses related to fair value hedges are recognized in the consolidated statements of operations through cost of sales. These futures contracts are settled on a daily basis by the Partnership through brokerage margin accounts.

Cash Flow Hedges

The Partnership's sales and cost of sales fluctuate with changes in commodity prices. In addition to the Partnership's commodity price risk associated with its inventory and undelivered forward commodity purchases and sales, the Partnership's gross profit may fluctuate in periods where commodity prices are rising or declining depending on the magnitude and duration of the commodity price change. In the Partnership's GDSO segment, the Partnership has observed trends where margins may improve in periods where wholesale gasoline prices are declining and margins may compress during periods where wholesale gasoline prices are rising. Additionally, the Partnership has certain operating costs that are indirectly impacted by fluctuations in commodity prices such that its operating costs may increase during periods where margins compress and, conversely, operating costs may decrease during periods where margins improve. To hedge the Partnership's cash flow risk as a result of this observed trend in the GDSO segment, the Partnership entered into exchange-traded commodity swap contracts and designated them as a cash flow hedge of its fuel purchases designed to reduce its cost of fuel if market prices rise through 2021 or increase its cost of fuel if market prices decrease through 2021. For a derivative instrument designated as a cash flow hedge, the effective portion of the derivative gain or loss was initially reported as a component of other comprehensive income (loss) and subsequently reclassified into the consolidated statement of income through cost of goods sold in the same period that the hedged exposure affected earnings. All exchange-traded commodity swap contracts expired on December 31, 2021.

Derivatives Not Accounted for as Hedges – The Partnership utilizes petroleum and ethanol commodity contracts to hedge price and currency risk in certain commodity inventories and physical forward contracts.

Petroleum and Ethanol Commodity Contracts

The Partnership uses exchange-traded derivative contracts to hedge price risk in certain commodity inventories which do not qualify for fair value hedge accounting or are not designated by the Partnership as fair value hedges. Additionally, the Partnership uses exchange-traded derivative contracts, and occasionally financial forward and OTC swap agreements, to hedge commodity price exposure associated with its physical forward contracts which are not designated by the Partnership as cash flow hedges. These physical forward contracts, to the extent they meet the definition of a derivative, are considered OTC physical forwards and are reflected as derivative assets or derivative liabilities in the consolidated balance sheet. The related exchange-traded derivative contracts (and financial forward and OTC swaps, if applicable) are also reflected as brokerage margin deposits (and derivative assets or derivative liabilities,

if applicable) in the consolidated balance sheet, thereby creating an economic hedge. Changes in fair value of these derivative instruments are recognized in the consolidated statements of operations through cost of sales. These exchange-traded derivatives are settled on a daily basis by the Partnership through brokerage margin accounts.

While the Partnership seeks to maintain a position that is substantially balanced within its commodity product purchase and sale activities, it may experience net unbalanced positions for short periods of time as a result of variances in daily purchases and sales and transportation and delivery schedules as well as other logistical issues inherent in the businesses, such as weather conditions. In connection with managing these positions, the Partnership is aided by maintaining a constant presence in the marketplace. The Partnership also engages in a controlled trading program for up to an aggregate of 250,000 barrels of commodity products at any one point in time. Changes in fair value of these derivative instruments are recognized in the consolidated statements of operations through cost of sales.

Margin Deposits

All of the Partnership's exchange-traded derivative contracts (designated and not designated) are transacted through clearing brokers. The Partnership deposits initial margin with the clearing brokers, along with variation margin, which is paid or received on a daily basis, based upon the changes in fair value of open futures contracts and settlement of closed futures contracts. Cash balances on deposit with clearing brokers and open equity are presented on a net basis within brokerage margin deposits in the consolidated balance sheets.

See Note 9, "Derivative Financial Instruments," for additional information.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). The Partnership utilizes market data or assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated or generally unobservable. The Partnership primarily applies the market approach for recurring fair value measurements and endeavors to utilize the best available information. Accordingly, the Partnership utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. The Partnership is able to classify fair value balances based on the observability of those inputs. The fair value hierarchy that prioritizes the inputs used to measure fair value, giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). At each balance sheet reporting date, the Partnership categorizes its financial assets and liabilities using the three levels of the fair value hierarchy defined as follows:

Level 1—Quoted prices are available in active markets for identical assets or liabilities as of the reporting date. Active markets are those in which transactions for the asset or liability occur in sufficient frequency and volume to provide pricing information on an ongoing basis. Level 1 primarily consists of financial instruments such as the Partnership's exchange-traded derivative instruments and pension plan assets.

Level 2—Quoted prices in active markets are not available; however, pricing inputs are either directly or indirectly observable as of the reporting date. Level 2 includes those financial instruments that are valued using models or other valuation methodologies. These models are primarily industry-standard models that consider various assumptions, including quoted forward prices for commodities, time value, volatility factors, and current market and contractual prices for the underlying instruments, as well as other relevant economic measures. Substantially all of these assumptions are observable in the marketplace throughout the full term of the instrument, can be derived from observable data or are supported by observable levels at which transactions

are executed in the marketplace. Level 2 primarily consists of non-exchange-traded derivatives such as OTC derivatives.

Level 3—Pricing inputs include significant inputs that are generally less observable from objective sources. These inputs may be used with internally developed methodologies that result in management's best estimate of fair value. Level 3 includes certain OTC forward derivative instruments related to crude oil.

See Note 10, "Fair Value Measurements," for additional information.

Accounting Standards or Updates Recently Adopted

In December 2019, the Financial Accounting Standards Board ("FASB") issued Accounting Standard Update ASU 2019-12, "Simplifying the Accounting for Income Taxes," which simplifies the accounting for income taxes by eliminating certain exceptions to the guidance in ASC 740 related to the approach for intra-period tax allocation, the methodology for calculating income taxes in an interim period and the recognition of deferred tax liabilities for outside basis differences. The Partnership adopted this standard on January 1, 2021 with no material impact on the Partnership's consolidated financial statements.

Note 3. Leases

The following table presents supplemental balance sheet information related to leases at December 31 (in thousands):

Assets:	Balance Sheet Location	2021	2020
Right-of-use assets - operating	Right-of-use assets, net	$ 280,284	$ 290,506
Liabilities:			
Current lease liability - operating	Lease liability - current portion	$ 62,352	75,376
Noncurrent lease liability - operating	Lease liability - less current portion	228,203	226,648
Total lease liability		$ 290,555	$ 302,024

Lessee Lease Arrangements

The following table presents the components of lease cost for the years ended December 31 (in thousands):

Statement of operations location:	2021	2020	2019
Cost of sales (a)	$ 42,435	$ 47,703	$ 57,369
Selling, general and administrative expenses	2,598	2,897	3,094
Operating expenses (b)	55,392	51,130	50,904
Total lease cost	$ 100,425	$ 101,730	$ 111,367

(a) Includes short-term lease costs of $2.7 million, $3.1 million and $2.5 million for 2021, 2020 and 2019, respectively.
(b) Includes variable lease cost of $5.6 million, $6.1 million and $6.7 million for 2021, 2020 and 2019, respectively, and short-term leases costs which were immaterial for 2021, 2020 and 2019.

Operating lease costs included in cost of sales are primarily associated with leases of barges and railcars and dedicated storage facility lease arrangements. Operating lease costs included in operating expenses are primarily associated with the leases of gasoline stations and convenience stores and terminal lease arrangements where the Partnership is responsible for operating the terminal facility. Operating lease costs included in selling, general and

administrative expenses are primarily associated with the leases of office space, computers and automobiles.

The future minimum lease payments to be paid under operating leases in effect and included in the calculation of lease liabilities at December 31, 2021 were as follows (in thousands):

2022	$	77,797
2023		65,553
2024		52,058
2025		38,695
2026		33,099
Thereafter		91,515
Total lease payments		358,717
Less imputed interest		68,162
Total lease liabilities	$	290,555
Current portion	$	62,352
Long-term portion		228,203
Total lease liabilities	$	290,555

The future minimum lease payments include $25.4 million related to options to extend lease terms that are reasonably certain of being exercised and exclude $3.1 million in lease payments that were not fixed at lease commencement or lease modification and $1.5 million related to minimum lease payments for leases that are less than one year.

Lessor Lease Arrangements

The following table presents the components of lease revenue for the years ended December 31 (in thousands):

Statement of operations location:	**2021**	**2020**	**2019**
Sales (a)(b)	$ 77,401	$ 73,266	74,184

(a) Lease revenue includes sub-lessor rental income from leased properties of $44.1 million, $39.0 million and $38.3 million for 2021, 2020 and 2019, respectively, where the Partnership is the lessee of the property.

(b) Includes variable lease revenue of $6.0 million, $4.6 million and $6.4 million for 2021, 2020 and 2019, respectively, and short-term lease revenue which was immaterial for 2021, 2020 and 2019.

The future minimum lease payments to be received under operating leases in effect at December 31, 2021 were as follows (in thousands):

2022	$	63,890
2023		37,192
2024		22,232
2025		13,767
2026		4,909
Thereafter		4,735
Total	$	146,725

GLOBAL PARTNERS LP

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Supplemental Information Related to Lease Arrangements

At December 31, 2021, the weighted average non-cancellable lease term was 6.6 years and the weighted average discount rate was 6.05%. The following table presents supplemental information related to leases for the years ended December 31 (in thousands):

	2021	2020	2019
Cash paid for amounts included in the measurement of lease liabilities	$ 101,395	$ 96,096	$ 105,366
Right-of-use assets obtained in exchange for new lease liabilities	$ 67,816	$ 65,045	$ 54,313

Note 4. Revenue from Contracts with Customers

Disaggregation of Revenue

The following table provides the disaggregation of revenue from contracts with customers and other sales by segment for the periods presented (in thousands):

	Year Ended December 31, 2021			
Revenue from contracts with customers:	**Wholesale**	**GDSO**	**Commercial**	**Total**
Refined petroleum products, renewable fuels and crude oil	$ 2,645,119	$ 4,137,969	$ 400,147	$ 7,183,235
Station operations	—	401,302	—	401,302
Total revenue from contracts with customers	2,645,119	4,539,271	400,147	7,584,537
Other sales:				
Revenue originating as physical forward contracts and exchanges	5,236,719	—	349,620	5,586,339
Revenue from leases	2,298	75,103	—	77,401
Total other sales	5,239,017	75,103	349,620	5,663,740
Total sales	$ 7,884,136	$ 4,614,374	$ 749,767	$ 13,248,277

	Year Ended December 31, 2020			
Revenue from contracts with customers:	**Wholesale**	**GDSO**	**Commercial**	**Total**
Refined petroleum products, renewable fuels and crude oil	$ 1,453,954	$ 2,545,616	$ 179,772	$ 4,179,342
Station operations	—	359,989	—	359,989
Total revenue from contracts with customers	1,453,954	2,905,605	179,772	4,539,331
Other sales:				
Revenue originating as physical forward contracts and exchanges	3,497,154	—	211,848	3,709,002
Revenue from leases	2,214	71,052	—	73,266
Total other sales	3,499,368	71,052	211,848	3,782,268
Total sales	$ 4,953,322	$ 2,976,657	$ 391,620	$ 8,321,599

GLOBAL PARTNERS LP

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

	Year Ended December 31, 2019			
Revenue from contracts with customers:	**Wholesale**	**GDSO**	**Commercial**	**Total**
Refined petroleum products, renewable fuels and crude oil	$ 2,069,031	$ 3,806,892	$ 308,183	$ 6,184,106
Station operations	—	394,679	—	394,679
Total revenue from contracts with customers	2,069,031	4,201,571	308,183	6,578,785
Other sales:				
Revenue originating as physical forward contracts and exchanges	6,048,520	—	380,241	6,428,761
Revenue from leases	2,102	72,082	—	74,184
Total other sales	6,050,622	72,082	380,241	6,502,945
Total sales	$ 8,119,653	$ 4,273,653	$ 688,424	$ 13,081,730

Nature of Goods and Services

Revenue from Contracts with Customers (ASC 606):

- *Refined petroleum products, renewable fuels and crude oil*—Under the Partnership's Wholesale, GDSO and Commercial segments, revenue is recognized at the point where control of the product is transferred to the customer and collectability is reasonably assured.

- *Station operations*—Revenue from convenience store sales of grocery and other merchandise and sundries (such as car wash sales and lottery and ATM commissions) is recognized at the time of the sale to the customer.

Other Revenue:

- *Revenue Originating as Physical Forward Contracts and Exchanges*—The Partnership's commodity contracts and derivative instrument activity include physical forward commodity sale contracts. The Partnership does not take the normal purchase and sale exemption available under ASC 815, "Derivatives and Hedging," for any of its physical forward contracts. This income is recognized under ASC 815 and is included in sales at the contract value at the point where control of the product is transferred to the customer. Income from net exchange differentials included in sales is recognized under ASC 845, "Nonmonetary Transactions," upon delivery of product to exchange partners.

- *Revenue from Leases*—The Partnership has rental income from gasoline stations and cobranding arrangements and lease income from space leased to several unrelated third parties at several of the Partnership's terminals.

Transaction Price Allocated to Remaining Performance Obligations

The Partnership has elected certain of the optional exemptions from the disclosure requirement for remaining performance obligations for specific situations in which an entity need not estimate variable consideration to recognize revenue. Accordingly, the Partnership applies the practical expedient in paragraph ASC 606-10-50-14 to its contracts with customers where revenue is tied to a market-index and does not disclose information about variable consideration from remaining performance obligations for which the Partnership recognizes revenue.

The fixed component of estimated revenues expected to be recognized in the future related to performance obligations tied to a market index that are unsatisfied (or partially unsatisfied) at the end of the reporting period are not significant.

Contract Balances

A receivable, which is included in accounts receivable, net in the accompanying consolidated balance sheets, is recognized in the period the Partnership provides services when its right to consideration is unconditional. In contrast, a contract asset will be recognized when the Partnership has fulfilled a contract obligation but must perform other obligations before being entitled to payment.

The nature of the receivables related to revenue from contracts with customers and other revenue, as well as contract assets, are the same, given they are related to the same customers and have the same risk profile and securitization. Payment terms on invoiced amounts are typically 2 to 30 days.

A contract liability is recognized when the Partnership has an obligation to transfer goods or services to a customer for which the Partnership has received consideration (or the amount is due) from the customer. The Partnership had no significant contract liabilities at both December 31, 2021 and 2020.

Note 5. Goodwill and Intangible Assets

The following table presents changes in goodwill, all of which has been allocated to the GDSO segment (in thousands):

Balance at December 31, 2020	$	323,565
Acquisitions (1)		5,166
Dispositions (2)		(596)
Balance at December 31, 2021	$	328,135

(1) Acquisitions represent the recognition of goodwill associated with the acquisition of four company-operated gasoline stations and convenience stores. The purchase price was approximately $6.3 million which was attributed to $5.2 million in goodwill, $0.7 million in equipment and $0.4 million in inventory.

(2) Dispositions represent derecognition of goodwill associated with the sale and disposition of certain assets (see Note 7).

GLOBAL PARTNERS LP

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Intangible assets consisted of the following (in thousands):

	Gross Carrying Amount	Accumulated Amortization	Net Intangible Assets	Amortization Period
At December 31, 2021				
Intangible assets subject to amortization:				
Terminalling services	$ 26,365	$ (19,100)	$ 7,265	20 years
Customer relationships	43,986	(42,500)	1,486	2-15 years
Supply contracts	87,578	(71,051)	16,527	5-10 years
Other intangible assets	5,995	(5,259)	736	2-20 years
Total intangible assets	$ 163,924	$ (137,910)	$ 26,014	
At December 31, 2020				
Intangible assets subject to amortization:				
Terminalling services	$ 26,365	$ (17,765)	$ 8,600	20 years
Customer relationships	43,986	(42,065)	1,921	2-15 years
Supply contracts	87,578	(62,881)	24,697	5-10 years
Other intangible assets	5,195	(4,488)	707	3-20 years
Total intangible assets	$ 163,124	$ (127,199)	$ 35,925	

The aggregate amortization expense was approximately $10.7 million, $10.8 million and $11.4 million for the years ended December 31, 2021, 2020 and 2019, respectively.

The estimated annual intangible asset amortization expense for future years ending December 31 is as follows (in thousands):

2022	$ 7,268
2023	6,416
2024	5,754
2025	2,189
2026	2,373
Thereafter	2,014
Total intangible assets	$ 26,014

Note 6. Property and Equipment

Property and equipment consisted of the following at December 31 (in thousands):

	2021	2020
Buildings and improvements	$ 1,327,002	$ 1,243,460
Land	457,260	449,840
Fixtures and equipment	38,646	36,352
Idle plant assets	30,500	30,500
Construction in process	52,716	42,428
Capitalized internal use software	32,740	30,534
Total property and equipment	1,938,864	1,833,114
Less accumulated depreciation	839,516	750,628
Total	$ 1,099,348	$ 1,082,486

Property and equipment includes retail gasoline station assets held for sale of $6.1 million and $1.7 million and terminal assets held for sale of $26.3 million and $0 at December 31, 2021 and 2020, respectively.

At December 31, 2021, the Partnership had a $39.4 million remaining net book value of long-lived assets at its West Coast facility, including $30.5 million related to the Partnership's ethanol plant acquired in 2013. The Partnership would need to take certain measures to prepare the facility for ethanol production in order to place the plant into service and commence depreciation. Therefore, the $30.5 million related to the ethanol plant was included in property and equipment and classified as idle plant assets at both December 31, 2021 and 2020.

If the Partnership is unable to generate cash flows to support the recoverability of the plant and facility assets, this may become an indicator of potential impairment of the West Coast facility. The Partnership believes these assets are recoverable but continues to monitor the market for ethanol, the continued business development of this facility for ethanol or other product transloading, and the related impact this may have on the facility's operating cash flows and whether this would constitute an impairment indicator.

Construction in process in 2021 included $47.7 million in costs related to the Partnership's gasoline stations and $5.0 million in costs related to the Partnership's terminals.

Construction in process in 2020 included $33.0 million in costs related to the Partnership's gasoline stations and $9.4 million in costs related to the Partnership's terminals.

Depreciation

Depreciation expense allocated to cost of sales was approximately $82.9 million, $81.1 million and $87.9 million for the years ended December 31, 2021, 2020 and 2019, respectively.

Depreciation expense allocated to selling, general and administrative expenses was approximately $8.7 million, $8.1 million and $8.8 million for the years ended December 31, 2021, 2020 and 2019, respectively.

Note 7. Sale and Disposition of Assets

The following table provides the Partnership's (gain) loss on sale and dispositions of assets for the years ended December 31 (in thousands):

	2021	2020	2019
Divestiture of retail gasoline stations	(702)	(1,299)	(4,527)
Loss on assets held for sale	—	964	1,660
Other	196	610	137
Total	$ (506)	$ 275	$ (2,730)

Divestiture of Retail Gasoline Stations

The Partnership may divest certain retail gasoline stations in periodic sale transactions or coordinated divesture programs. The gain or loss on the sales of these assets, representing cash proceeds less net book value of assets and recognized liabilities at disposition, net of settlement and dispositions costs, is recorded in net (gain) loss on sale and disposition of assets in the accompanying consolidated statements of operations.

The Partnership sold 5 sites during 2021 and recognized a gain of ($0.7 million) on the sales of these sites for the year ended December 31, 2021, including the derecognition of $0.6 million of GDSO goodwill.

The Partnership recognized a gain of ($1.3 million) and ($4.5 million) on the sales of sites for the years ended December 31, 2020 and 2019, respectively, including the derecognition of $0.9 million and $2.9 million of GDSO goodwill for these respective periods.

Loss on Assets Held for Sale

In conjunction with the divestiture of retail gasoline stations and terminal assets, the Partnership may classify certain gasoline station and terminal assets as held for sale. Impairment charges related to assets held for sale are included in net (gain) loss on sale and disposition of assets in the accompanying consolidated statements of operations.

The Partnership classified 7 sites associated with the divestiture of retail gasoline stations discussed above and certain terminal assets associated with the sale of the Revere Terminal as held for sale at December 31, 2021. The Partnership recorded no impairment charges related to these assets held for sale for the year ended December 31, 2021.

The Partnership recorded impairment charges related to assets held for sale associated with the divestiture of retail gasoline stations in the amount of $1.0 million and $1.7 million for the years ended December 31, 2020 and 2019, respectively.

Retail gasoline station assets held for sale of $6.1 million and $1.7 million and terminal assets held for sale of $26.3 million and $0 at December 31, 2021 and 2020, respectively, are included in property and equipment in the accompanying consolidated balance sheets. Assets held for sale at December 31, 2021 are expected to be sold within the next 12 months.

Other

The Partnership recognizes gains and losses on the sale and disposition of other assets, including vehicles, fixtures and equipment, and the gain or loss on such other assets are included in other in the aforementioned table.

Note 8. Debt and Financing Obligations

Credit Agreement

Certain subsidiaries of the Partnership, as borrowers, and the Partnership and certain of its subsidiaries, as guarantors, have a $1.35 billion senior secured credit facility (the "Credit Agreement"). On November 29, 2021, the Partnership and certain of its subsidiaries agreed with the lenders to increase the working capital revolving credit facility in an amount equal to $100.0 million, which increased the total available commitments under the Credit Agreement to $1.35 billion. The Credit Agreement matures on May 6, 2024.

There are two facilities under the Credit Agreement:

- a working capital revolving credit facility to be used for working capital purposes and letters of credit in the principal amount equal to the lesser of the Partnership's borrowing base and $900 million; and
- a $450.0 million revolving credit facility to be used for general corporate purposes.

In addition, the Credit Agreement has an accordion feature whereby the Partnership may request on the same terms and conditions then applicable to the Credit Agreement, provided no Event of Default (as defined in the Credit Agreement) then exists, an increase to the working capital revolving credit facility, the revolving credit facility, or both, by up to another $200.0 million, in the aggregate, for a total credit facility of up to $1.55 billion. Any such request for an increase must be in a minimum amount of $25.0 million. The Partnership cannot provide assurance, however, that its

lending group will agree to fund any request by the Partnership for additional amounts in excess of the total available commitments of $1.35 billion.

In addition, the Credit Agreement includes a swing line pursuant to which Bank of America, N.A., as the swing line lender, may make swing line loans in U.S. dollars in an aggregate amount equal to the lesser of (a) $75.0 million and (b) the Aggregate WC Commitments (as defined in the Credit Agreement). Swing line loans will bear interest at the Base Rate (as defined in the Credit Agreement). The swing line is a sub-portion of the working capital revolving credit facility and is not an addition to the total available commitments of $1.35 billion.

Availability under the working capital revolving credit facility is subject to a borrowing base which is redetermined from time to time and based on specific advance rates on eligible current assets. Under the Credit Agreement, borrowings under the working capital revolving credit facility cannot exceed the then current borrowing base. Availability under the borrowing base may be affected by events beyond the Partnership’s control, such as changes in petroleum product prices, collection cycles, counterparty performance, advance rates and limits and general economic conditions. These and other events could require the Partnership to seek waivers or amendments of covenants or alternative sources of financing or to reduce expenditures. The Partnership can provide no assurance that such waivers, amendments or alternative financing could be obtained or, if obtained, would be on terms acceptable to the Partnership.

Borrowings under the working capital revolving credit facility bear interest at (1) the Eurocurrency rate plus 2.00% to 2.50%, (2) the cost of funds rate plus 2.00% to 2.50%, or (3) the base rate plus 1.00% to 1.50%, each depending on the Utilization Amount (as defined in the Credit Agreement). Borrowings under the revolving credit facility bear interest at (1) the Eurocurrency rate plus 1.75% to 2.75%, (2) the cost of funds rate plus 1.75% to 2.75%, or (3) the base rate plus 0.75% to 1.75%, each depending on the Combined Total Leverage Ratio (as defined in the Credit Agreement).

The average interest rates for the Credit Agreement were 2.4%, 2.9% and 4.3% for the years ended December 31, 2021, 2020 and 2019, respectively.

The Credit Agreement provides for a letter of credit fee equal to the then applicable working capital rate or then applicable revolver rate (each such rate as defined in the Credit Agreement) per annum for each letter of credit issued. In addition, the Partnership incurs a commitment fee on the unused portion of each facility under the Credit Agreement, ranging from 0.35% to 0.50% per annum.

The Partnership classifies a portion of its working capital revolving credit facility as a current liability and a portion as a long-term liability. The portion classified as a long-term liability represents the amounts expected to be outstanding throughout the next twelve months based on an analysis of historical daily borrowings under the working capital revolving credit facility, the seasonality of borrowings, forecasted future working capital requirements and forward product curves, and because the Partnership has a multi-year, long-term commitment from its bank group. Accordingly, at December 31, 2021, the Partnership estimated working capital revolving credit facility borrowings will equal or exceed $150.0 million over the next twelve months and, therefore, classified $204.7 million as the current portion at December 31, 2021, representing the amount the Partnership expects to pay down over the next twelve months. The long-term portion of the working capital revolving credit facility was $150.0 million at both at December 31, 2021 and 2020, and the current portion was $204.7 million and $34.4 million at December 31, 2021 and 2020, respectively. The increase in total borrowings under the working capital revolving credit facility of $170.3 million from December 31, 2020 was in part due to higher prices.

As of December 31, 2021, the Partnership had total borrowings outstanding under the Credit Agreement of $398.1 million, including $43.4 million outstanding on the revolving credit facility. In addition, the Partnership had outstanding letters of credit of $156.0 million. Subject to borrowing base limitations, the total remaining availability for borrowings and letters of credit was $795.9 million and $778.5 million at December 31, 2021 and 2020, respectively.

The Credit Agreement is secured by substantially all of the assets of the Partnership and the Partnership's wholly-owned subsidiaries and is guaranteed by the Partnership and certain of its subsidiaries.

The Credit Agreement imposes certain requirements on the borrowers including, for example, a prohibition against distributions if any potential default or Event of Default (as defined in the Credit Agreement) would occur as a result thereof, and certain limitations on the Partnership's ability to grant liens, make certain loans or investments, incur additional indebtedness or guarantee other indebtedness, make any material change to the nature of the Partnership's businesses or undergo a fundamental change, make any material dispositions, acquire another company, enter into a merger, consolidation, or sale-leaseback transaction or purchase of assets.

The Credit Agreement also includes certain baskets, including: (i) a $25.0 million general secured indebtedness basket, (ii) a $25.0 million general investment basket, (iii) a $75.0 million secured indebtedness basket to permit the borrowers to enter into a Contango Facility (as defined in the Credit Agreement), (iv) a Sale/Leaseback Transaction (as defined in the Credit Agreement) basket of $100.0 million, and (v) a basket of $150.0 million in an aggregate amount for the purchase of common units of the Partnership, provided that no Event of Default exists or would occur immediately following such purchase(s).

In addition, the Credit Agreement provides the ability for the borrowers to repay certain junior indebtedness, subject to a $100.0 million cap, so long as no Event of Default has occurred or will exist immediately after making such repayment.

The Credit Agreement imposes financial covenants that require the Partnership to maintain certain minimum working capital amounts, a minimum combined interest coverage ratio, a maximum senior secured leverage ratio and a maximum total leverage ratio. The Partnership was in compliance with the foregoing covenants at December 31, 2021.

Deferred Financing Fees

The Partnership incurs bank fees related to its Credit Agreement and other financing arrangements. These deferred financing fees are capitalized and amortized over the life of the Credit Agreement or other financing arrangements. In 2021, in connection with the Fifth Amendment (as defined below) in May 2021 and the increase in the working capital revolving credit facility in November 2021, the Partnership capitalized additional financing fees of $6.0 million and $0.3 million, respectively. Also in connection with the Fifth Amendment, the Partnership incurred expenses of approximately $0.4 million associated with the write-off of a portion of the related deferred financing fees which are included in interest expense in the accompanying consolidated statement of operations for the year ended December 31, 2021. The Partnership had unamortized deferred financing fees of $18.8 million and $17.9 million at December 31, 2021 and 2020, respectively.

Unamortized fees related to the Credit Agreement are included in other current assets and other long-term assets and amounted to $7.5 million and $4.8 million at December 31, 2021 and 2020, respectively. Unamortized fees related to the senior notes are presented as a direct deduction from the carrying amount of that debt liability and amounted to $10.7 million and $12.4 million at December 31, 2021 and 2020, respectively. Unamortized fees related to the Sale-Leaseback Transaction (defined below) are presented as a direct deduction from the carrying amount of the financing obligation and amounted to $0.6 million and $0.7 million at December 31, 2021 and 2020, respectively.

On May 5, 2021, the Partnership entered into the Fifth Amendment to Third Amended and Restated Credit Agreement (the "Fifth Amendment") which, among other things, (i) increased the aggregate commitments under the facilities with the commitment under the working capital revolving credit facility increased to $800.0 million from $770.0 million and the commitment under the revolving credit facility increased to $450.0 million from $400.0 million; (ii) extended the maturity date for the Credit Agreement from April 29, 2022 to May 6, 2024; (iii) decreased by 0.125% the applicable rate under the working capital revolving credit facility for borrowings of base rate loans, Eurocurrency

rate loans and cost of funds rate loans and for issuances of letters of credit; and (iv) reduced the Eurocurrency rate floor to zero basis points and the cost of funds rate floor to zero basis points.

On May 7, 2020, the Partnership entered into the Fourth Amendment to Third Amended and Restated Credit Agreement, and on April 19, 2019, the Partnership entered into the Third Amendment to Third Amended and Restated Credit Agreement. As a result, the Partnership incurred expenses of approximately $0.7 million and $0.2 million associated with the write-off of a portion of the related deferred financing fees which are included in interest expense in the accompanying consolidated statements of operations for years ended December 31, 2020 and 2019, respectively. Please read Note 8 of Notes to Consolidated Financial Statements in the Partnership's Annual Report on Form 10-K for the year ended December 31, 2020 for additional information on these amendments to the Credit Agreement.

Amortization expense of approximately $5.0 million, $5.2 million and $5.0 million for the years ended December 31, 2021, 2020 and 2019, respectively, is included in interest expense in the accompanying consolidated statements of operations.

Supplemental cash flow information

The following table presents supplemental cash flow information related to the Credit Agreement for the years ended December 31 (in thousands):

	2021	2020	2019
Borrowings from working capital revolving credit facility	$ 2,306,000	$ 1,398,300	$ 1,758,700
Payments on working capital revolving credit facility	(2,135,700)	(1,537,800)	(1,688,100)
Net borrowings from (payments on) working capital revolving credit facility	$ 170,300	$ (139,500)	$ 70,600
Borrowings from revolving credit facility	$ 10,000	$ 50,000	$ —
Payments on revolving credit facility	(88,600)	(120,700)	(27,300)
Net payments on revolving credit facility	$ (78,600)	$ (70,700)	$ (27,300)

Senior Notes

6.875% Senior Notes Due 2029

On October 7, 2020, the Partnership and GLP Finance Corp. (the "Issuers") issued $350.0 million aggregate principal amount of 6.875% senior notes due 2029 (the "2029 Notes") to several initial purchasers (the "2029 Notes Initial Purchasers") in a private placement exempt from the registration requirements under the Securities Act of 1933, as amended (the "Securities Act"). The Partnership used the net proceeds from the offering to fund the redemption of its 7.00% senior notes due 2023 (the "2023 Notes") and to repay a portion of the borrowings outstanding under its Credit Agreement.

As a result of the redemption of the 2023 Notes, the Partnership recorded a $7.2 million loss from the early extinguishment of debt for the year ended December 31, 2020, consisting of a $5.3 million cash call premium and a $1.9 million non-cash write-off of remaining unamortized deferred financing fees.

In connection with the private placement of the 2029 Notes, the Issuers and the subsidiary guarantors and Regions Bank, as trustee, entered into an indenture as may be supplemented from time to time (the "2029 Notes Indenture").

The 2029 Notes mature on January 15, 2029 with interest accruing at a rate of 6.875% per annum. Interest is payable beginning July 15, 2021 and thereafter semi-annually in arrears on January 15 and July 15 of each year. The

GLOBAL PARTNERS LP

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2029 Notes are guaranteed on a joint and several senior unsecured basis by each of the Issuers and the subsidiary guarantors to the extent set forth in the 2029 Notes Indenture. Upon a continuing event of default, the trustee or the holders of at least 25% in principal amount of the 2029 Notes may declare the 2029 Notes immediately due and payable, except that an event of default resulting from entry into a bankruptcy, insolvency or reorganization with respect to the Issuers, any restricted subsidiary of the Partnership that is a significant subsidiary or any group of its restricted subsidiaries that, taken together, would constitute a significant subsidiary of the Partnership, will automatically cause the 2029 Notes to become due and payable.

The Issuers have the option to redeem up to 35% of the 2029 Notes prior to October 15, 2023 at a redemption price (expressed as a percentage of principal amount) of 106.875% plus accrued and unpaid interest, if any. The Issuers have the option to redeem the 2029 Notes, in whole or in part, at any time on or after January 15, 2024, at the redemption prices of 103.438% for the twelve-month period beginning on January 15, 2024, 102.292% for the twelve-month period beginning January 15, 2025, 101.146% for the twelve-month period beginning January 15, 2026, and 100% beginning on January 15, 2027 and at any time thereafter, together with any accrued and unpaid interest to the date of redemption. In addition, prior to January 15, 2024, the Issuers may redeem all or any part of the 2029 Notes at a redemption price equal to the sum of the principal amount thereof, plus a make whole premium, plus accrued and unpaid interest, if any, to the redemption date. The holders of the 2029 Notes may require the Issuers to repurchase the 2029 Notes following certain asset sales or a Change of Control Triggering Event (as defined in the 2029 Notes Indenture) at the prices and on the terms specified in the 2029 Notes Indenture.

The 2029 Notes Indenture contains covenants that limit the Partnership's ability to, among other things, incur additional indebtedness and issue preferred securities, make certain dividends and distributions, make certain investments and other restricted payments, restrict distributions by its subsidiaries, create liens, sell assets or merge with other entities. Events of default under the 2029 Notes Indenture include (i) a default in payment of principal of, or interest or premium, if any, on, the 2029 Notes, (ii) breach of the Partnership's covenants under the 2029 Notes Indenture, (iii) certain events of bankruptcy and insolvency, (iv) any payment default or acceleration of indebtedness of the Partnership or certain subsidiaries if the total amount of such indebtedness unpaid or accelerated exceeds $50.0 million and (v) failure to pay within 60 days uninsured final judgments exceeding $50.0 million.

7.00% Senior Notes Due 2027

On July 31, 2019, the Issuers issued $400.0 million aggregate principal amount of 7.00% senior notes due 2027 (the "2027 Notes") to several initial purchasers (the "2027 Notes Initial Purchasers") in a private placement exempt from the registration requirements under the Securities Act. The Partnership used the net proceeds from the offering to fund the repurchase of its 6.25% senior notes due 2022 (the "2022 Notes") in a tender offer and to repay a portion of the borrowings outstanding under its Credit Agreement.

As a result of the repurchase of the 2022 Notes, the Partnership recorded a $13.1 million loss from early extinguishment of debt for the year ended December 31, 2019, consisting of a $6.9 million cash call premium and a $6.2 million non-cash write-off of remaining unamortized original issue discount and deferred financing fees.

In connection with the private placement of the 2027 Notes on July 31, 2019, the Issuers and the subsidiary guarantors and Regions Bank (as successor trustee to Deutsche Bank Trust Company Americas), as trustee, entered into an indenture as may be supplemented from time to time (the "2027 Notes Indenture").

The 2027 Notes mature on August 1, 2027 with interest accruing at a rate of 7.00% per annum and payable semi-annually in arrears on February 1 and August 1 of each year, commencing February 1, 2020. The 2027 Notes are guaranteed on a joint and several senior unsecured basis by each of the Issuers and the subsidiary guarantors to the extent set forth in the 2027 Notes Indenture. Upon a continuing event of default, the trustee or the holders of at least 25% in principal amount of the 2027 Notes may declare the 2027 Notes immediately due and payable, except that an event of

default resulting from entry into a bankruptcy, insolvency or reorganization with respect to the Issuers, any restricted subsidiary of the Partnership that is a significant subsidiary or any group of its restricted subsidiaries that, taken together, would constitute a significant subsidiary of the Partnership, will automatically cause the 2027 Notes to become due and payable.

Prior to August 1, 2022, the Issuers have the option to redeem up to 35% of the 2027 Notes in an amount not greater than the net cash proceeds of certain equity offerings at a redemption price (expressed as a percentage of principal amount) of 107% plus accrued and unpaid interest, if any. The Issuers have the option to redeem the 2027 Notes, in whole or in part, at any time on or after August 1, 2022, at the redemption prices of 103.500% for the twelve-month period beginning on August 1, 2022, 102.333% for the twelve-month period beginning August 1, 2023, 101.167% for the twelve-month period beginning August 1, 2024, and 100% beginning on August 1, 2025 and at any time thereafter, together with any accrued and unpaid interest to the date of redemption. In addition, prior to August 1, 2022, the Issuers may redeem all or any part of the 2027 Notes at a redemption price equal to the sum of the principal amount thereof, plus a make whole premium, plus accrued and unpaid interest, if any, to the redemption date. The holders of the 2027 Notes may require the Issuers to repurchase the 2027 Notes following certain asset sales or a Change of Control Triggering Event (as defined in the 2027 Notes Indenture) at the prices and on the terms specified in the 2027 Notes Indenture.

The 2027 Notes Indenture contains covenants that will limit the Partnership's ability to, among other things, incur additional indebtedness and issue preferred securities, make certain dividends and distributions, make certain investments and other restricted payments, restrict distributions by its subsidiaries, create liens, sell assets or merge with other entities. Events of default under the 2027 Notes Indenture include (i) a default in payment of principal of, or interest or premium, if any, on, the 2027 Notes, (ii) breach of the Partnership's covenants under the 2027 Notes Indenture, (iii) certain events of bankruptcy and insolvency, (iv) any payment default or acceleration of indebtedness of the Partnership or certain subsidiaries if the total amount of such indebtedness unpaid or accelerated exceeds $50.0 million and (v) failure to pay within 60 days uninsured final judgments exceeding $50.0 million.

Financing Obligations

Capitol Acquisition

In connection with the June 2015 acquisition of retail gasoline stations and dealer supply contracts from Capitol, the Partnership assumed a financing obligation of $89.6 million associated with two sale-leaseback transactions for 53 leased sites that did not meet the criteria for sale accounting. During the terms of these leases, which expire in May 2028 and September 2029, in lieu of recognizing lease expense for the lease rental payments, the Partnership incurs interest expense associated with the financing obligation. Interest expense of approximately $9.2 million, $9.3 million and $9.3 million was recorded for the years ended December 31, 2021, 2020 and 2019, respectively. The financing obligation will amortize through expiration of the leases based upon the lease rental payments which were $10.4 million, $10.1 million and $9.9 million for the years ended December 31, 2021, 2020 and 2019, respectively. The financing obligation balance outstanding at December 31, 2021 was $84.9 million associated with acquisition.

Sale-Leaseback Transaction

In connection with a sale in June 2016 of real property assets, including the buildings, improvements and appurtenances thereto, at 30 gasoline stations and convenience stores (the "Sale-Leaseback Sites"),the Partnership entered into a Master Unitary Lease Agreement to lease back certain of the real property assets sold with respect to the Sale-Leaseback Sites (such Master Lease Agreement, together with the Sale-Leaseback Sites, the "Sale-Leaseback Transaction"). The initial term of the Master Unitary Lease Agreement expires in 2031. The Partnership has one successive option to renew the lease for a ten-year period followed by two successive options to renew the lease for five-year periods on the same terms, covenants, conditions and rental as the primary non-revocable lease term.

The sale did not meet the criteria for sale accounting as of December 31, 2021 due to prohibited continuing involvement. Specifically, the sale is considered a partial-sale transaction, which is a form of continuing involvement as the Partnership did not transfer to the buyer the storage tank systems which are considered integral equipment of the Sale-Leaseback Sites. Additionally, a portion of the sold sites have material sub-lease arrangements, which is also a form of continuing involvement. As the sale of the Sale-Leaseback Sites did not meet the criteria for sale accounting, the Partnership did not recognize a gain or loss on the sale of the Sale-Leaseback Sites for the year ended December 31, 2021.

As a result of not meeting the criteria for sale accounting for these sites, the Sale-Leaseback Transaction is accounted for as a financing arrangement. As such, the property and equipment sold and leased back by the Partnership has not been derecognized and continues to be depreciated. In connection with this transactions, the Partnership recognized a corresponding financing obligation of $62.5 million. During the term of the lease, which expires in June 2031, in lieu of recognizing lease expense for the lease rental payments, the Partnership incurs interest expense associated with the financing obligation. Lease rental payments are recognized as both interest expense and a reduction of the principal balance associated with the financing obligation. Interest expense was $4.3 million, $4.3 million and $4.4 million for the years ended December 31, 2021, 2020 and 2019, respectively, and lease rental payments were $4.7 million, $4.7 million and $4.6 million for the years ended December 31, 2021, 2020 and 2019, respectively. The financing obligation balance outstanding at December 31, 2021 was $61.7 million associated with the Sale-Leaseback Transaction.

Note 9. Derivative Financial Instruments

The following table summarizes the notional values related to the Partnership's derivative instruments outstanding at December 31, 2021:

	Units (1)	Unit of Measure
Exchange-Traded Derivatives		
Long	108,735	Thousands of barrels
Short	(112,726)	Thousands of barrels
OTC Derivatives (Petroleum/Ethanol)		
Long	7,369	Thousands of barrels
Short	(5,401)	Thousands of barrels

(1) Number of open positions and gross notional values do not measure the Partnership's risk of loss, quantify risk or represent assets or liabilities of the Partnership, but rather indicate the relative size of the derivative instruments and are used in the calculation of the amounts to be exchanged between counterparties upon settlements.

Derivatives Accounted for as Hedges

Fair Value Hedges

The Partnership's fair value hedges include exchange-traded futures contracts and OTC derivative contracts that are hedges against inventory with specific futures contracts matched to specific barrels. The change in fair value of these futures contracts and the change in fair value of the underlying inventory generally provide an offset to each other in the consolidated statements of operations.

The following table presents the gains and losses from the Partnership's derivative instruments involved in fair value hedging relationships recognized in the consolidated statements of operations for the years ended December 31 (in thousands):

	Statement of Gain (Loss) Recognized in Income on Derivatives	2021	2020	2019
Derivatives in fair value hedging relationship				
Exchange-traded futures contracts and OTC derivative contracts for petroleum commodity products	Cost of sales	$ (19,648)	$ (29,338)	$ 10,640
Hedged items in fair value hedge relationship				
Physical inventory	Cost of sales	$ 19,486	$ 25,308	$ (10,532)

Cash Flow Hedges

In 2020, to hedge the Partnership's cash flow risk relative to certain trends and the fluctuations in commodity prices observed within the GDSO segment, the Partnership entered into exchange-traded commodity swap contracts and designated them as a cash flow hedge of its fuel purchases designed to reduce its cost of fuel if market prices rise through 2021 or increase its cost of fuel if market prices decrease through 2021. The amount of income recognized in other comprehensive income for derivatives designated in cash flow hedging relationships was $8.1 million and $9.4 million for the years ended December 31, 2021 and 2020, respectively. The amount of income reclassified from other comprehensive income into cost of sales for derivatives designated in cash flow hedging relationships was $15.2 million and $2.3 million for the years ended December 31, 2021 and 2020, respectively. All exchange traded commodity swap contracts expired on December 31, 2021; therefore, the amount of income recognized in other comprehensive income as of December 31, 2021 and expected to be reclassified into earnings within the next 12 months was $0.

Derivatives Not Accounted for as Hedges

The following table presents the gains and losses from the Partnership's derivative instruments not involved in a hedging relationship recognized in the consolidated statements of operations for the years ended December 31 (in thousands):

Derivatives not designated as hedging instruments	Statement of Gain (Loss) Recognized in Income on Derivatives	2021	2020	2019
Commodity contracts	Cost of sales	$ 3,227	$ 10,164	$ 14,528

Commodity Contracts and Other Derivative Activity

The Partnership's commodity contracts and other derivative activity include: (i) exchange-traded derivative contracts that are hedges against inventory and either do not qualify for hedge accounting or are not designated in a hedge accounting relationship, (ii) exchange-traded derivative contracts used to economically hedge physical forward contracts, (iii) financial forward and OTC swap agreements used to economically hedge physical forward contracts and (iv) the derivative instruments under the Partnership's controlled trading program. The Partnership does not take the normal purchase and sale exemption available under ASC 815 for any of its physical forward contracts.

The following table presents the fair value of each classification of the Partnership's derivative instruments and its location in the consolidated balance sheets at December 31, 2021 and 2020 (in thousands):

		December 31, 2021		
	Balance Sheet Location	Derivatives Designated as Hedging Instruments	Derivatives Not Designated as Hedging Instruments	Total
Asset Derivatives:				
Exchange-traded derivative contracts	Broker margin deposits	$ 1,476	$ 106,629	$ 108,105
Forward derivative contracts (1)	Derivative assets	—	11,652	11,652
Total asset derivatives		$ 1,476	$ 118,281	$ 119,757
Liability Derivatives:				
Exchange-traded derivative contracts	Broker margin deposits	$ (9,201)	$ (72,993)	$ (82,194)
Forward derivative contracts (1)	Derivative liabilities	—	(31,654)	(31,654)
Total liability derivatives		$ (9,201)	$ (104,647)	$ (113,848)

		December 31, 2020		
	Balance Sheet Location	Derivatives Designated as Hedging Instruments	Derivatives Not Designated as Hedging Instruments	Total
Asset Derivatives:				
Exchange-traded derivative contracts	Broker margin deposits	$ 7,628	$ 72,424	$ 80,052
Forward derivative contracts (1)	Derivative assets	—	16,556	16,556
Total asset derivatives		$ 7,628	$ 88,980	$ 96,608
Liability Derivatives:				
Exchange-traded derivative contracts	Broker margin deposits	$ (7,183)	$ (93,874)	$ (101,057)
Forward derivative contracts (1)	Derivative liabilities	—	(12,055)	(12,055)
Total liability derivatives		$ (7,183)	$ (105,929)	$ (113,112)

(1) Forward derivative contracts include the Partnership's petroleum and ethanol physical and financial forwards and OTC swaps.

Credit Risk

The Partnership's derivative financial instruments do not contain credit risk related to other contingent features that could cause accelerated payments when these financial instruments are in net liability positions.

The Partnership is exposed to credit loss in the event of nonperformance by counterparties to the Partnership's exchange-traded and OTC derivative contracts, but the Partnership has no current reason to expect any material nonperformance by any of these counterparties. Exchange-traded derivative contracts, the primary derivative instrument utilized by the Partnership, are traded on regulated exchanges, greatly reducing potential credit risks. The Partnership utilizes major financial institutions as its clearing brokers for all New York Mercantile Exchange ("NYMEX"), Chicago Mercantile Exchange ("CME") and Intercontinental Exchange ("ICE") derivative transactions and the right of offset exists with these financial institutions under master netting agreements. Accordingly, the fair value of the Partnership's exchange-traded derivative instruments is presented on a net basis in the consolidated balance sheets. Exposure on OTC derivatives is limited to the amount of the recorded fair value as of the balance sheet dates.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Note 10. Fair Value Measurements

Recurring Fair Value Measures

Assets and liabilities are classified in the entirety based on the lowest level of input that is significant to the fair value measurement. The Partnership's assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the valuation of the fair value assets and liabilities and their placement within the fair value hierarchy levels. The following tables present, by level within the fair value hierarchy, the Partnership's financial assets and liabilities that were measured at fair value on a recurring basis as of December 31, 2021 and 2020 (in thousands):

	Fair Value at December 31, 2021				
	Level 1	Level 2	Level 3	Cash Collateral Netting	Total
Assets:					
Forward derivative contracts (1)	$ —	$ 11,652	$ —	$ —	$ 11,652
Exchange-traded/cleared derivative instruments (2)	25,911	—	—	7,747	33,658
Pension plans	22,703	—	—	—	22,703
Total assets	$ 48,614	$ 11,652	$ —	$ 7,747	$ 68,013
Liabilities:					
Forward derivative contracts (1)	$ —	$ (31,654)	$ —	$ —	$ (31,654)

	Fair Value at December 31, 2020				
	Level 1	Level 2	Level 3	Cash Collateral Netting	Total
Assets:					
Forward derivative contracts (1)	$ —	$ 16,124	$ 432	$ —	$ 16,556
Exchange-traded/cleared derivative instruments (2)	(21,005)	—	—	42,666	21,661
Pension plans	19,495	—	—	—	19,495
Total assets	$ (1,510)	$ 16,124	$ 432	$ 42,666	$ 57,712
Liabilities:					
Forward derivative contracts (1)	$ —	$ (11,970)	$ (85)	$ —	$ (12,055)

(1) Forward derivative contracts include the Partnership's petroleum and ethanol physical and financial forwards and OTC swaps
(2) Amount includes the effect of cash balances on deposit with clearing brokers.

There were no Level 3 derivative contracts as of December 31, 2021. This table excludes cash on hand and assets and liabilities that are measured at historical cost or any basis other than fair value. The carrying amounts of certain of the Partnership's financial instruments, including cash equivalents, accounts receivable, accounts payable and other accrued liabilities approximate fair value due to their short maturities. The carrying value of the credit facility approximates fair value due to the variable rate nature of these financial instruments.

The carrying value of the inventory qualifying for fair value hedge accounting approximates fair value due to adjustments for changes in fair value of the hedged item. The fair values of the derivatives used by the Partnership are disclosed in Note 9.

The determination of the fair values above incorporates factors including not only the credit standing of the counterparties involved, but also the impact of the Partnership's nonperformance risks on its liabilities.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The values of the Level 1 exchange-traded/cleared derivative instruments and pension plan assets were determined using quoted prices in active markets for identical assets. Specifically, the fair values of the Level 1 exchange-traded/cleared derivative instruments were based on quoted process obtained from the NYMEX, CME and ICE. The fair values of the Level 1 pension plan assets were based on quoted prices for identical assets which primarily consisted of fixed income securities, equity securities and cash and cash equivalents.

The values of the Level 2 derivative contracts were calculated using expected cash flow models and market approaches based on observable market inputs, including published and quoted commodity pricing data, which is verified against other available market data. Specifically, the fair values of the Level 2 derivative commodity contracts were derived from published and quoted NYMEX, CME, ICE, New York Harbor and third-party pricing information for the underlying instruments using market approaches. The fair value of the Level 2 interest rate instruments was derived from the implied forward LIBOR yield curve for the sale period as the future interest rate swap settlements using expected cash flow models. The Partnership has not changed its valuation techniques or Level 2 inputs during the years ended December 31, 2021 and 2020.

The Partnership estimates the fair values of its senior notes using a combination of quoted market prices for similar financing arrangements and expected future payments discounted at risk-adjusted rates, which are considered Level 2 inputs. The fair values of the senior notes, estimated by observing market trading prices of the respective senior notes, were as follows at December 31 (in thousands):

	2021		2020	
	Face Value	Fair Value	Face Value	Fair Value
7.00% senior notes due 2027	$ 400,000	$ 412,000	$ 400,000	$ 427,000
6.875% senior notes due 2029	$ 350,000	$ 358,750	$ 350,000	$ 378,000

Level 3 Information

The values of the Level 3 derivative contracts were calculated using market approaches based on a combination of observable and unobservable market inputs, including published and quoted NYMEX, CME, ICE, New York Harbor and third-party pricing information for a component of the underlying instruments as well as internally developed assumptions where there is little, if any, published or quoted prices or market activity.

The unobservable inputs used in the measurement of the Level 3 derivative contracts include estimates for location basis, transportation and throughput costs net of an estimated margin for current market participants. The estimated range and weighted average for these inputs include the following:

	December 31, 2021			December 31, 2020		
Product	Low ($ per barrel)	High ($ per barrel)	Weighted Average	Low ($ per barrel)	High ($ per barrel)	Weighted Average
Crude oil	$ —	$ —	$ —	$ (4.25)	$ (3.15)	$ (3.61)

There were no Level 3 derivative contracts as of December 31, 2021. The respective weighted average as of December 31, 2020 was calculated by weighting the contractual volumes of the location basis, transportation and throughput costs net of an estimated margin for current market participants. Gains and losses recognized in earnings (or changes in net assets) are disclosed in Note 9.

Uncertainty in changes in the significant unobservable inputs to the fair value measurement if those inputs reasonably could have been different at the reporting date is as follows:

Significant Unobservable Input	Position	Change to Input	Impact on Fair Value Measurement
Location basis	Long	Increase (decrease)	Gain (loss)
Location basis	Short	Increase (decrease)	Loss (gain)
Transportation	Long	Increase (decrease)	Gain (loss)
Transportation	Short	Increase (decrease)	Loss (gain)
Throughput costs	Long	Increase (decrease)	Gain (loss)
Throughput costs	Short	Increase (decrease)	Loss (gain)

The following table presents a reconciliation of changes in fair value of the Partnership's derivative contracts classified as Level 3 in the fair value hierarchy at December 31 (in thousands):

Fair value at December 31, 2020	$ 347
Realized gains (losses) recorded in cost of sales	(347)
Fair value at December 31, 2021	$ —

The Partnership's policy is to recognize transfers between levels within the fair value hierarchy as of the beginning of the reporting period. The Partnership also excludes any activity for derivative instruments that were not classified as Level 3 at either the beginning or end of the reporting period.

Non-Recurring Fair Value Measures

Certain nonfinancial assets and liabilities are measured at fair value on a non-recurring basis and are subject to fair value adjustments in certain circumstances, such as acquired assets and liabilities, losses related to firm non-cancellable purchase commitments or long-lived assets subject to impairment. For assets and liabilities measured on a non-recurring basis during the year, accounting guidance requires quantitative disclosures about the fair value measurements separately for each major category. See Note 2 for a discussion of the Partnership's losses on impairment of assets and Note 7 for assets held for sale.

Note 11. Commitments and Contingencies

The Partnership is subject to contingencies, including legal proceedings and claims arising out of the normal course of business that cover a wide range of matters, including, among others, environmental matters and contract and employment claims.

Purchase Commitments

The Partnership has minimum retail gasoline volume purchase requirements with various unrelated parties. These gallonage requirements are purchased at the fair market value of the product at the time of delivery. Should these gallonage requirements not be achieved, the Partnership may be liable to pay penalties to the appropriate supplier. As of

December 31, 2021, the Partnership has fulfilled all gallonage commitments. The following provides minimum volume purchase requirements at December 31, 2021 (in thousands of gallons):

2022	448,944
2023	235,154
2024	254,736
2025	212,086
2026	11,750
Thereafter	11,200
Total	1,173,870

Brand Fee Agreement

The Partnership entered into a brand fee agreement with ExxonMobil Corporation ("ExxonMobil") which entitles the Partnership to operate retail gasoline stations under the Mobil-branded trade name and related trade logos. The fees, which are based upon an estimate of the volume of gasoline and diesel to be sold at the gasoline stations acquired from ExxonMobil in 2010, are due on a monthly basis. The brand fee agreement expires in September 2025. The following provides total future minimum payments under the agreement with non-cancellable terms of one year or more at December 31, 2021 (in thousands):

2022	$	9,000
2023		9,000
2024		9,000
2025		6,000
Total	$	33,000

Total expenses reflected in cost of sales related to this agreement were approximately $9.0 million for each of the years ended December 31, 2021, 2020 and 2019.

Other Commitments

In June 2014, the Partnership entered into a pipeline connection agreement with Meadowlark Midstream Company, LLC ("Meadowlark") whereby Meadowlark would construct, own, operate and maintain a crude oil pipeline from its Divide County, North Dakota crude oil station to the Partnership's Basin Transload crude oil storage facility in Columbus, North Dakota. In connection with the agreement, the Partnership was committed to a minimum take-or-pay throughput commitment of approximately $55.0 million over a seven-year period beginning after the commissioning of the pipeline which occurred in December of 2015. At December 31, 2021, the remaining commitment on the take-or-pay commitment was approximately $8.6 million.

In May 2014, the Partnership entered into a pipeline connection agreement with Tesoro High Plains Pipeline Company ("Tesoro High Plains") whereby Tesoro High Plains would design, engineer, construct and place in service improvements on its pipeline system that will expand its capacity to ship crude oil from points in Dunn and McKenzie Counties, North Dakota to Ramberg Station/Beaver Lodge destination point in Williams County, North Dakota. In connection with this agreement, the Partnership was committed to a minimum take-or-pay throughput commitment of approximately $36.4 million over a seven-year period beginning September 1, 2014 and ending August 31, 2021. At December 31, 2021, the remaining commitment on the take-or-pay commitment was $0.

In February 2013, the Partnership assumed natural gas transportation and reservation agreements, which have various expiration dates, with Northwest Natural Gas Company ("NW Natural Gas") and the Northwest Pipeline system

(“NW Pipeline”) whereby NW Natural Gas and NW Pipeline provide the Partnership with the transportation and reservation of firm natural gas delivered to the Partnership’s Oregon facility. In November 2021, the Partnership was permanently released from the NW Pipeline. At December 31, 2021, the remaining commitment on the transportation and reservation agreements was $0.

In February 2013, the Partnership assumed access right agreements with the Port of Columbia County (formerly known as Port of St. Helens) for access rights to the rail spur and dock located at the Partnership’s Oregon facility. The total expense under these agreements amounted to approximately $0.5 million, $0.7 million and $0.9 million for the years ended December 31, 2021, 2020 and 2019, respectively. At December 31, 2021, the remaining ratable commitment on these access right agreements, with expirations through 2066, was approximately $26.3 million.

Operating Leases

Please see Note 3 for a discussion of the Partnership’s operating lease obligations related to leases for office space and computer equipment, land, gasoline stations, railcars and barges.

Environmental Liabilities

Please see Note 14 for a discussion of the Partnership’s environmental liabilities.

Legal Proceedings

Please see Note 23 for a discussion of the Partnership’s legal proceedings.

Note 12. Trustee Taxes and Accrued Expenses and Other Current Liabilities

Trustee Taxes

The Partnership collects trustee taxes, which consist of various pass through taxes collected on behalf of taxing authorities, and remits such taxes directly to those taxing authorities. Examples of trustee taxes include, among other things, motor fuel excise tax and sales and use tax. As such, it is the Partnership’s policy to exclude trustee taxes from revenues and cost of sales and account for them as current liabilities. The Partnership had trustee taxes payable of $44.2 million and $36.6 million in various pass-through taxes collected on behalf of taxing authorities at December 31, 2021 and 2020, respectively.

Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following at December 31 (in thousands):

	2021	2020
Barging transportation, product storage and other ancillary cost accruals	$ 29,469	$ 29,392
Employee compensation	38,039	45,931
Accrued interest	22,752	17,274
Other	48,473	34,177
Total	$ 138,733	$ 126,774

Employee compensation consisted of bonuses, vacation and other salary accruals. Ancillary costs consisted of cost accruals related to product expediting and storage.

GLOBAL PARTNERS LP

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Note 13 Income Taxes

GMG, a wholly owned subsidiary of the Partnership, is a taxable entity for federal and state income tax purposes. Current and deferred income taxes are recognized on the separate earnings of GMG, and the after-tax earnings of GMG are included in the consolidated earnings of the Partnership.

The following table presents a reconciliation of the difference between the statutory federal income tax rate and the effective income tax rate for the years ended December 31:

	2021	2020	2019
Federal statutory income tax rate	21.0 %	21.0 %	21.0 %
State income tax rate, net of federal tax benefit	1.9 %	2.4 %	2.9 %
Derecognition of goodwill	0.1 %	0.1 %	0.5 %
Benefit of loss carryback	— %	(6.2) %	— %
Partnership income not subject to tax	(20.8) %	(17.4) %	(21.4)%
Effective income tax rate	2.2 %	(0.1) %	3.0 %

The following table presents the components of the provision for income taxes for the years ended December 31 (in thousands):

	2021	2020	2019
Current:			
Federal	$ —	$ (15,942)	$ 35
State	737	2,484	1,036
Total current	737	(13,458)	1,071
Deferred:			
Federal	435	12,749	815
State	164	590	(792)
Total deferred	599	13,339	23
Total	$ 1,336	$ (119)	$ 1,094

Significant components of long-term deferred taxes were as follows at December 31 (in thousands):

	2021	2020
Deferred Income Tax Assets		
Accounts receivable allowances	$ 453	$ 447
Environmental liability	8,167	8,276
Asset retirement obligation	2,301	2,210
Deferred financing obligation	10,917	11,198
Lease liability	41,171	43,699
Other	3,155	2,184
Federal net operating loss carryforwards	10,726	6,801
State net operating loss carryforwards	970	966
Tax credit carryforward	1,324	1,106
Total deferred tax assets, gross	79,184	76,887
Valuation allowance	(4,231)	(3,881)
Total deferred tax assets, net	$ 74,953	$ 73,006
Deferred Income Tax Liabilities		
Property and equipment	$ (80,074)	$ (75,024)
Land	(12,519)	(12,162)
Right of use assets	(39,177)	(41,665)
Other deferred tax liabilities	—	(373)
Total deferred tax liabilities	$ (131,770)	$ (129,224)
Net deferred tax liabilities	$ (56,817)	$ (56,218)

At December 31, 2021, GMG had federal net operating loss carryforwards of approximately $38.6 million which can be carried forward indefinitely. In addition, GMG had state net operating loss carryforwards of approximately $16.2 million, of which $15.6 million will begin to expire in 2026, and $0.6 million which can be carried forward indefinitely.

Utilization of the net operating loss carryforwards may be subject to annual limitations due to the ownership percentage change limitations provided by the Internal Revenue Code Section 382 and similar state provisions. In the event of a deemed change in control under Internal Revenue Code Section 382, an annual limitation imposed on the utilization of net operating losses may result in the expiration of all or a portion of the net operating loss carryforwards.

At December 31, 2021, the Partnership had $44.3 million of net deferred tax liabilities (consisting of the $56.8 million total net deferred tax liability less the $12.5 million deferred tax liability relating to land discussed below) relating to property and equipment, net operating loss carryforwards, tax credit carryforwards and other temporary differences, certain of which are available to reduce income taxes in future years. The Partnership recognizes deferred tax assets to the extent that the recoverability of these assets satisfies the “more likely than not” criteria in accordance with the FASB’s guidance regarding income taxes. A valuation allowance must be established when it is “more likely than not” that all or a portion of deferred tax assets will not be realized. A review of all available positive and negative evidence needs to be considered, including a company’s performance, the market environment in which the company operates, length of carryback and carryforward periods and projections of future operating results. The Partnership concluded, based on an evaluation of future operating results and reversal of existing taxable temporary differences, that a portion of these assets will not be realized in a future period. The valuation allowance increased by approximately $0.4 million as of December 31, 2021.

At December 31, 2021, the Partnership also had a $12.5 million deferred tax liability relating to land. Land is an asset with an indefinite useful life and would not ordinarily serve as a source of income for the realization of deferred tax assets. This deferred tax liability will not reverse until some indefinite future period when the asset is either sold or

written down due to impairment. Such taxable temporary differences generally cannot be used as a source of taxable income to support the realization of deferred tax assets relating to reversing deductible temporary differences, including loss carryforwards with expiration periods. It can be used as a source of income to benefit other indefinite lived assets.

The following presents a reconciliation of the differences between income before income tax benefit (expense) benefit and income (loss) subject to income tax expense for the years ended December 31 (in thousands):

	2021	2020	2019
Income before income tax (expense) benefit	$ 62,132	$ 101,563	$ 36,272
Less non—taxable income	61,862	84,762	37,001
Income (loss) income subject to income tax expense	$ 270	$ 16,801	$ (729)

The Partnership had approximately ($14.8 million), ($1.5 million) and ($5.2 million) in refunds received, net of income tax payments, during 2021, 2020 and 2019, respectively.

The ($14.8 million) in 2021 consists of tax refunds of ($15.8 million), offset by $1.0 million in state income tax payments. The ($1.5 million) in 2020 consists of tax refunds of ($2.9 million), offset by $1.4 million in state income tax payments. The ($5.2 million) in 2019 consists of tax refunds of ($7.6 million) received associated with the Warren Equities, Inc. (“Warren”) amended returns for periods prior to the acquisition of Warren on January 27, 2015 and ($0.2 million) of other tax refunds, offset by $2.6 million in income tax payments. In accordance with the stock purchase agreement between the Partnership and Warren, the Partnership is ultimately not responsible for federal income tax obligations for tax periods prior to and through January 6, 2015. Any tax obligations will be funded by the selling shareholders, and any tax refunds will be remitted to the selling shareholders.

GMG files income tax returns in the United States and various state jurisdictions. With few exceptions, the Partnership is subject to income tax examinations by tax authorities for all years dated back to 2018.

Unrecognized tax benefits represent uncertain tax positions for which reserves have been established. The Partnership had gross-tax effected unrecognized tax benefits of $0, $0 and $1.0 million for the years ended December 31, 2021, 2020 and 2019, respectively.

The FASB’s accounting guidance for income taxes clarifies the accounting for uncertainty in income taxes recognized in an enterprise’s financial statements by prescribing a minimum recognition threshold and measurement of a tax position taken or expected to be taken in a tax return. The Partnership performed an evaluation of all material tax positions for the tax years that remain subject to examination by major tax jurisdictions as of December 31, 2021 (tax years ended December 31, 2021, 2020, 2019 and 2018). Tax positions that do not meet the more-likely-than-not recognition threshold at the financial statement date may not be recognized or continue to be recognized under the accounting guidance for income taxes. The Partnership classifies interest and penalties related to income taxes as components of its provision for income taxes. The amount of interest and penalties recorded in the accompanying statements of operations was $0, $0 and $0.1 million for the years ended December 31, 2021, 2020 and 2019, respectively. There were no interest and penalties recorded in the accompanying consolidated balance sheets of December 31, 2021 and 2020.

On March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) was enacted and signed into law. The CARES Act is an emergency economic stimulus package that includes spending and tax breaks to strengthen the United States economy and fund a nationwide effort to curtail the effect of COVID-19. The CARES Act provides certain tax changes in response to the COVID-19 pandemic, including the temporary removal of certain limitations on the utilization of net operating losses, permitting the carryback of net operating losses generated in 2018, 2019 or 2020 to the five preceding taxable years, increasing the ability to deduct interest expense, deferring the employer share of social security tax payments, as well as amending certain provisions of the previously enacted Tax Cuts and

Jobs Act. As a result, the Partnership recognized a benefit of $6.3 million related to the CARES Act net operating loss carryback provisions which is included in income tax benefit in the accompanying statement of operations for the year ended December 31, 2020. On January 15, 2021, the Partnership received cash refunds totaling $15.8 million associated with the carryback of losses generated in 2018 with respect to the 2016 and 2017 tax years.

Note 14. Environmental Liabilities and Renewable Identification Numbers (RINs)

Environmental Liabilities

The Partnership owns or leases properties where refined petroleum products, gasoline blendstocks, renewable fuels, crude oil and propane are being or may have been handled. These properties and the refined petroleum products, gasoline blendstocks, renewable fuels and crude oil handled thereon may be subject to federal and state environmental laws and regulations. Under such laws and regulations, the Partnership could be required to remove or remediate containerized hazardous liquids or associated generated wastes (including wastes disposed of or abandoned by prior owners or operators), to clean up contaminated property arising from the release of liquids, pollutants or wastes into the environment, including contaminated groundwater, or to implement best management practices to prevent future contamination.

The Partnership maintains insurance of various types with varying levels of coverage that it considers adequate under the circumstances to cover its operations and properties. The insurance policies are subject to deductibles that the Partnership considers reasonable and not excessive. In addition, the Partnership has entered into indemnification agreements with various sellers in conjunction with several of its acquisitions. Certain environmental remediation obligations at several acquired retail gasoline station assets from Capitol in June 2015 and Alliance Energy LLC (“Alliance”) in March 2012 are being funded by third parties who assumed certain liabilities in connection with Capitol’s acquisition of these assets from ExxonMobil in 2009 and 2010 and Alliance’s acquisition of these assets from ExxonMobil in 2011 and, therefore, cost estimates for such obligations at these stations are not included in this estimate of liability to the Partnership. Allocation of a known environmental liability is an issue negotiated in connection with each of the Partnership’s acquisition transactions. In each case, the Partnership makes an assessment of potential environmental liability exposure based on available information. Based on that assessment and relevant economic and risk factors, the Partnership determines whether to, and the extent to which it will, assume liability for existing environmental conditions.

The following table presents a summary roll forward of the Partnership’s environmental liabilities, which were recorded on an undiscounted basis, at December 31, 2021 (in thousands):

Environmental Liability Related to:	Balance at December 31, 2020	Additions 2021	Payments 2021	Dispositions 2021	Other Adjustments 2021	Balance at December 31, 2021
Retail gasoline stations	$ 49,980	$ 1,955	$ (2,127)	$ (439)	$ (108)	$ 49,261
Terminals	3,641	—	(97)	—	—	3,544
Total environmental liabilities	$ 53,621	$ 1,955	$ (2,224)	$ (439)	$ (108)	$ 52,805
Current portion	$ 4,455					$ 4,642
Long-term portion	49,166					48,163
Total environmental liabilities	$ 53,621					$ 52,805

In addition to environmental liabilities related to the Partnership’s retail gasoline stations, the Partnership retains some of the environmental obligations associated with certain gasoline stations that the Partnership has sold.

The Partnership’s estimates used in these environmental liabilities are based on all known facts at the time and its assessment of the ultimate remedial action outcomes. Among the many uncertainties that impact the Partnership’s

estimates are the necessary regulatory approvals for, and potential modification of, its remediation plans, the amount of data available upon initial assessment of the impact of soil or water contamination, changes in costs associated with environmental remediation services and equipment, relief of obligations through divestitures of sites and the possibility of existing legal claims giving rise to additional claims. Dispositions generally represent relief of legal obligations through the sale of the related property with no retained obligation. Other adjustments generally represent changes in estimates for existing obligations or obligations associated with new sites. Therefore, although the Partnership believes that these environmental liabilities are adequate, no assurances can be made that any costs incurred in excess of these environmental liabilities or outside of indemnifications or not otherwise covered by insurance would not have a material adverse effect on the Partnership's financial condition, results of operations or cash flows.

Renewable Identification Numbers (RINs)

A RIN is a serial number assigned to a batch of renewable fuel for the purpose of tracking its production, use, and trading as required by the U.S. Environmental Protection Agency's ("EPA") Renewable Fuel Standard that originated with the Energy Policy Act of 2005 and modified by the Energy Independence and Security Act of 2007. To evidence that the required volume of renewable fuel is blended with gasoline and diesel motor vehicle fuels, obligated parties must retire sufficient RINs to cover their Renewable Volume Obligation ("RVO"). The Partnership's EPA obligations relative to renewable fuel reporting are comprised of foreign gasoline and diesel that the Partnership may import and blending operations at certain facilities. As a wholesaler of transportation fuels through its terminals, the Partnership separates RINs from renewable fuel through blending with gasoline and can use those separated RINs to settle its RVO. While the annual compliance period for the RVO is a calendar year and the settlement of the RVO typically occurs by March 31 of the following year, the settlement of the RVO can occur, under certain EPA deferral actions, more than one year after the close of the compliance period.

The Partnership's Wholesale segment's operating results may be sensitive to the timing associated with its RIN position relative to its RVO at a point in time, and the Partnership may recognize a mark-to-market liability for a shortfall in RINs at the end of each reporting period. To the extent that the Partnership does not have a sufficient number of RINs to satisfy the RVO as of the balance sheet date, the Partnership charges cost of sales for such deficiency based on the market price of the RINs as of the balance sheet date and records a liability representing the Partnership's obligation to purchase RINs. The Partnership's RVO deficiency was $5.7 million and $2.6 million at December 31, 2021 and 2020, respectively.

The Partnership may enter into RIN forward purchase and sales commitments. Total losses from firm non-cancellable commitments were immaterial at both December 31, 2021 and 2020.

Note 15. Employee Benefit Plans

The Partnership sponsors and maintains the Global Partners LP 401(k) Savings and Profit Sharing Plan (the "Global 401(k) Plan"), a qualified defined contribution plan. Eligible employees may elect to contribute up to 100% of their eligible compensation to the Global 401(k) Plan for each payroll period, subject to annual dollar limitations which are periodically adjusted by the IRS. The General Partner makes safe harbor matching contributions to the Global Partners 401(k) Plan equal to 100% of the participant's elective contributions that do not exceed 3% of the participant's eligible compensation and 50% of the participant's elective contributions that exceed 3% but do not exceed 5% of the participant's eligible compensation. The General Partner also makes discretionary non-matching contributions for certain groups of employees in amounts up to 2% of eligible compensation. Profit-sharing contributions may also be made at the sole discretion of the General Partner's board of directors.

GMG sponsors and maintains the Global Montello Group Corp. 401(k) Savings and Profit Sharing Plan (the "GMG 401(k) Plan"), a qualified defined contribution plan. Eligible employees may elect to contribute up to 100% of their eligible compensation to the GMG 401(k) Savings and Profit Sharing Plan for each payroll period, subject to annual

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dollar limitations which are periodically adjusted by the IRS. GMG makes safe harbor matching contributions to the 401(k) Savings and Profit Sharing Plan equal to 100% of the participant's elective contributions that do not exceed 3% of the participant's eligible compensation and 50% of the participant's elective contributions that exceed 3% but do not exceed 5% of the participant's eligible compensation. Profit-sharing contributions may also be made at the sole discretion of GMG's board of directors.

The Global 401(k) Plan and the GMG 401(k) Plan collectively had expenses of approximately $3.9 million, $3.6 million and $3.0 million for the years ended December 31, 2021, 2020 and 2019, respectively.

In addition, the General Partner sponsors and maintains the Global Partners LP Pension Plan (the "Global Pension Plan"), and GMG sponsors and maintains the Global Montello Group Corp. Pension Plan (the "GMG Pension Plan"), each being a qualified defined benefit pension plan. The Global Pension Plan and the GMG Pension Plan were amended to freeze participation and benefit accruals effective in 2009 and 2012, respectively.

The following table presents each plan's funded status and the total amounts recognized in the consolidated balance sheets at December 31 (in thousands):

	December 31, 2021		
	Global Pension Plan	GMG Pension Plan	Total
Projected benefit obligation	$ 17,411	$ 4,923	$ 22,334
Fair value of plan assets	18,262	4,441	22,703
Net unfunded pension liability	$ (851)	$ 482	$ (369)

	December 31, 2020		
	Global Pension Plan	GMG Pension Plan	Total
Projected benefit obligation	$ 18,514	$ 5,090	$ 23,604
Fair value of plan assets	15,638	3,857	19,495
Net unfunded pension liability	$ 2,876	$ 1,233	$ 4,109

Total actual return on plan assets was $3.8 million and $2.5 million in 2021 and 2020, respectively.

The following presents the components of the net periodic change in benefit obligation for the Pension Plans for the years ended December 31 (in thousands):

	2021	2020	2019
Benefit obligation at beginning of year	$ 23,604	$ 21,489	$ 20,086
Interest cost	474	605	767
Actuarial loss (gain)	(724)	2,183	3,839
Benefits paid	(1,020)	(673)	(3,203)
Benefit obligation at end of year	$ 22,334	$ 23,604	$ 21,489

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following presents the weighted-average actuarial assumptions used in determining each plan's annual pension expense for the years ended December 31:

	Global Pension Plan			GMG Pension Plan		
	2021	2020	2019	2021	2020	2019
Discount rate	2.6%	2.1%	3.0%	2.8%	2.4%	3.2%
Expected return on plan assets	7.0%	7.0%	7.0%	7.0%	7.0%	7.0%

The discount rates were selected by performing a cash flow/bond matching analysis based on the FTSE Above Median Double-A Pension Discount Curve for December 2021. The discount rates for 2021 include updated mortality assumptions to reflect the most recently available mortality improvement scale released by the Society of Actuaries. The expected long-term rate of return on plan assets is determined by using each plan's respective target allocation and historical returns for each asset class.

The fundamental investment objective of each of the Pension Plans is to provide a rate of return sufficient to fund the retirement benefits under the applicable Pension Plan at a reasonable cost to the applicable plan sponsor. At a minimum, the rate of return should equal or exceed the discount rate assumed by the Pension Plan's actuaries in projecting the funding cost of the Pension Plan under the applicable Employee Retirement Income Security Act ("ERISA") standards. To do so, the General Partner's Pension Committee may appoint one or more investment managers to invest all or portions of the assets of the Pension Plans in accordance with specific investment guidelines, objectives, standards and benchmarks.

The following presents the Pension Plans' benefits as of December 31, 2021 expected to be paid in each of the next five fiscal years and in the aggregate for the next five fiscal years thereafter (in thousands):

2022	$	4,244
2023		896
2024		832
2025		1,155
2026		1,803
2027—2031		7,991
Total	$	16,921

The cost of annual contributions to the Pension Plans is not significant to the General Partner, the Partnership or its subsidiaries. Total contributions made by the General Partner, the Partnership and its subsidiaries to the Pension Plans were approximately $0.4 million, $0.5 million and $0.6 million in 2021, 2020 and 2019, respectively.

Note 16. Related-Party Transactions

Throughout 2020, the Partnership was a party to a Second Amended and Restated Services Agreement with Global Petroleum Corp. ("GPC"), an affiliate of the Partnership that was 100% owned by members of the Slifka family, pursuant to which the Partnership provided GPC with certain tax, accounting, treasury, legal, information technology, human resources and financial operations support services for which GPC paid the Partnership a monthly services fee at an agreed amount. In connection with GPC's entry into a plan of liquidation and dissolution, the Second Amended and Restated Services Agreement was terminated by mutual agreement of the parties effective December 31, 2020. Effective January 1, 2021, the Partnership entered into a new services agreement with various entities which own limited partner interests in the Partnership and interests in the General Partner and which are 100% owned by members of the Slifka family (the "Slifka Entities Services Agreement"), pursuant to which the Partnership provides certain tax, accounting, treasury, and legal support services and such Slifka entities pay the Partnership an annual services fee of $20,000, and which Slifka Entities Services Agreement has been approved by the Conflicts Committee of the board of directors of the

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

General Partner. The Slifka Entities Services Agreement is for an indefinite term and any party may terminate some or all of the services upon ninety (90) days' advance written notice. As of December 31, 2021, no such notice of termination had been given by any party to the Slifka Entities Services Agreement.

The General Partner employs substantially all of the Partnership's employees, except for most of its gasoline station and convenience store employees, who are employed by GMG. The Partnership reimburses the General Partner for expenses incurred in connection with these employees. These expenses, including bonus, payroll and payroll taxes, were $144.0 million, $133.5 million and $118.5 million for the years ended December 31, 2021, 2020 and 2019, respectively. The Partnership also reimburses the General Partner for its contributions under the General Partner's 401(k) Savings and Profit Sharing Plans (see Note 15) and the General Partner's qualified and non-qualified pension plans.

The table below presents receivables from GPC and the General Partner at December 31 (in thousands):

	2021	2020
Receivables from GPC	$ —	$ 28
Receivables from the General Partner (1)	1,139	2,382
Total	$ 1,139	$ 2,410

(1) Receivables from the General Partner reflect the Partnership's prepayment of payroll taxes and payroll accruals to the General Partner and are due to the timing of the payroll obligations.

In addition, the Partnership paid certain costs in connection with a compensation funding agreement with the General Partner. See Note 17, "Long-Term Incentive Plan–Repurchase Program."

Note 17. Long-Term Incentive Plans

The Partnership has a Long Term Incentive Plan, as amended (the "LTIP"), whereby a total of 4,300,000 common units were authorized for delivery with respect to awards under the LTIP. The LTIP provides for awards to employees, consultants and directors of the General Partner and employees and consultants of affiliates of the Partnership who perform services for the Partnership. The LTIP allows for the award of options, unit appreciation rights, restricted units, phantom units, distribution equivalent rights, unit awards and substitute awards. Awards granted pursuant to the LTIP vest pursuant to the terms of the grant agreements. A total of 3,174,997 units were available for issuance under the LTIP as of December 31, 2021.

Awards granted under the LTIP are authorized by the Compensation Committee of the board of directors of the General Partner (the "Committee") from time to time. Additionally, and in accordance with the LTIP, the Committee established a "CEO Authorized LTIP" program pursuant to which the Chief Executive Officer ("CEO") could grant awards of phantom units without distribution equivalent rights to employees of the General Partner and the Partnership's subsidiaries, other than named executive officers. The CEO Authorized LTIP program was approved for three consecutive calendar years and expired on December 31, 2017. During each calendar year of the program, the CEO was authorized to grant awards of up to an aggregate amount of $2.0 million of phantom units payable in common units upon vesting, with unused dollar amounts carrying over in the next year, and no individual grant could be made for an award valued at the time of grant of more than $550,000, unless otherwise previously approved by the Committee. Awards granted pursuant to the CEO Authorized LTIP generally were for a term of six years and vest in equal tranches at the end of each of the fourth, fifth and sixth anniversary dates of the particular award. As of December 31, 2021, there were no outstanding awards under the CEO Authorized LTIP.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following table presents a summary of the non-vested phantom units granted under the LTIP:

	Number of Non-vested Units	Weighted Average Grant Date Fair Value ($)
Outstanding non—vested units at December 31, 2019	562,906	9.74
Vested	(153,469)	10.37
Forfeited	(6,867)	11.31
Outstanding non—vested phantom units at December 31, 2020	402,570	9.47
Vested	(211,367)	9.67
Forfeited	(43,030)	9.28
Outstanding non—vested phantom units at December 31, 2021	148,173	9.26

Accounting guidance for share-based compensation requires that a non-vested equity share unit awarded to an employee is to be measured at its fair value as if it were vested and issued on the grant date.

Compensation cost for an award of share-based employee compensation classified as equity is recognized over the requisite service period. The requisite service period for the Partnership is from the grant date through the vesting dates described in the grant agreement. The Partnership recognizes as compensation expense for the awards granted to employees and non-employee directors the value of the portion of the award that is ultimately expected to vest over the requisite service period on a straight-line basis. The Partnership recognizes forfeitures as they occur.

The Partnership recorded total compensation expense related to the outstanding LTIP awards of $0.7 million, $1.1 million and $2.0 million for the years ended December 31, 2021, 2020 and 2019, respectively, which is included in selling, general and administrative expenses in the accompanying consolidated statements of operations.

The total compensation cost related to the non-vested awards not yet recognized at December 31, 2021 was approximately $0.6 million and is expected to be recognized ratably over the remaining requisite service periods.

Repurchase Program

In May 2009, the board of directors of the General Partner authorized the repurchase of the Partnership's common units (the "Repurchase Program") for the purpose of meeting the General Partner's anticipated obligations to deliver common units under the LTIP and meeting the General Partner's obligations under existing employment agreements and other employment related obligations of the General Partner (collectively, the "General Partner's Obligations"). The General Partner is authorized to acquire up to 1,242,427 of its common units in the aggregate over an extended period of time, consistent with the General Partner's Obligations. Common units may be repurchased from time to time in open market transactions, including block purchases, or in privately negotiated transactions. Such authorized unit repurchases may be modified, suspended or terminated at any time and are subject to price and economic and market conditions, applicable legal requirements and available liquidity. Since the Repurchase Program was implemented, the General Partner repurchased 1,009,843 common units pursuant to the Repurchase Program for approximately $28.8 million, of which approximately $3.8 million were repurchased in 2021.

In June 2009, the Partnership and the General Partner entered into the Global GP LLC Compensation Funding Agreement (the "Agreement") whereby the Partnership and the General Partner established obligations and protocol for (i) the funding, management and administration of a compensation funding account and underlying General Partner's Obligations, and (ii) the holding and disposition by the General Partner of common units acquired in accordance with the Agreement for such purposes as otherwise set forth in the Agreement. The Agreement requires the Partnership to fund costs that the General Partner incurs in connection with performance of the Agreement. In accordance with the

Agreement, the Partnership paid members of the General Partner approximately $0.3 million of these costs for each of the years ended December 31, 2021, 2020 and 2019.

Note 18. Partners' Equity, Allocations and Cash Distributions

Partners' Equity

Common Units and General Partner Interest

At December 31, 2021 there were 33,995,563 common units issued, including 6,209,813 common units held by affiliates of the General Partner, including directors and executive officers, collectively representing a 99.33% limited partner interest in the Partnership, and 230,303 general partner units representing a 0.67% general partner interest in the Partnership. There have been no changes to common units or the general partner interest during the years ended December 31, 2021, 2020 and 2019.

Series A Preferred Units

At December 31, 2021 there were 2,760,000 9.75% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units issued representing limited partner interests (the "Series A Preferred Units") for $25.00 per Series A Preferred Unit. There have been no changes to the Series A Preferred Units during the years ended December 31, 2021, 2020 and 2019.

Series B Preferred Units

On March 24, 2021, the Partnership issued 3,000,000 Series B Preferred Units at a price of $25.00 per Series B Preferred Unit. The Partnership used the proceeds, net of underwriting discount and expenses, of $72.2 million to reduce indebtedness under its Credit Agreement.

Common Units

The common units have limited voting rights as set forth in the Partnership's partnership agreement.

General Partner Units and Incentive Distribution Rights

The Partnership's general partner interest is represented by general partner units. The General Partner is entitled to a percentage (equal to the general partner interest) of all cash distributions of available cash on all common units. The Partnership's partnership agreement sets forth the calculation to be used to determine the amount and priority of cash distributions that the common unitholders, holders of the incentive distribution rights and the General Partner will receive. The Partnership's general partner interest has the management rights as set forth in the Partnership's partnership agreement.

Incentive distribution rights represent the right to receive an increasing percentage of quarterly distributions of available cash from distributable cash flow after the target distribution levels have been achieved, as defined in the Partnership's partnership agreement. The General Partner holds all of the incentive distribution rights, but may transfer these rights separately from its general partner interest, subject to restrictions in the Partnership's partnership agreement.

Series A Preferred Units

The Series A Preferred Units is a class of equity security that ranks senior to the common units, the incentive distribution rights and each other class or series of the Partnership's equity securities established after August 7, 2018,

the original issue date of the Series A Preferred Units (the “Series A Original Issue Date”), that is not expressly made senior to or on parity with the Series A Preferred Units as to the payment of distributions and amounts payable on a liquidation event.

Series B Preferred Units

The Series B Preferred Units are a new class of equity security that rank (a) senior to common units, incentive distributions rights and each other class or series of the Partnership’s equity securities established after March 24, 2021, the original issue date of the Series B Preferred Units (the “Series B Original Issue Date”), that is not expressly made senior to or on parity with and the Series B Preferred Units as to the payment of distributions and amounts payable upon a liquidation, and (b) on parity with respect to distributions or amounts payable upon a liquidation event, as applicable, with the Series A Preferred Units and the Series B Preferred Units and each other and any class or series of the Partnership’s equity securities established after the Series B Original Issue Date with terms expressly providing that such class or series ranks on parity with the Series B Preferred Units as to payment of distributions and amounts payable on a liquidation event, as applicable.

Allocations of Net Income

Net income is allocated between the General Partner and the common unitholders in accordance with the provisions of the Partnership’s partnership agreement. Net income is generally allocated first to the General Partner and the common unitholders in an amount equal to the net losses allocated to the General Partner and the common unitholders in the current and prior tax years under the Partnership’s partnership agreement. The remaining net income is allocated to the General Partner and the common unitholders in accordance with their respective percentage interests of the general partner units and common units.

Cash Distributions

Common Units

The Partnership intends to make cash distributions to common unitholders on a quarterly basis, although there is no assurance as to the future cash distributions since they are dependent upon future earnings, capital requirements, financial condition and other factors. The Credit Agreement prohibits the Partnership from making cash distributions if any potential default or Event of Default, as defined in the Credit Agreement, occurs or would result from the cash distribution. The indentures governing the Partnership’s outstanding senior notes also limit the Partnership’s ability to make distributions to its common unitholders in certain circumstances.

Within 45 days after the end of each quarter, the Partnership will distribute all of its Available Cash (as defined in its partnership agreement) to common unitholders of record on the applicable record date. The amount of Available Cash is all cash on hand on the date of determination of Available Cash for the quarter; less the amount of cash reserves established by the General Partner to provide for the proper conduct of the Partnership’s businesses, to comply with applicable law, any of the Partnership’s debt instruments or other agreements or to provide funds for distributions to unitholders and the General Partner for any one or more of the next four quarters.

The Partnership will make distributions of Available Cash from distributable cash flow for any quarter in the following manner: 99.33% to the common unitholders, pro rata, and 0.67% to the General Partner, until the Partnership distributes for each outstanding common unit an amount equal to the minimum quarterly distribution for that quarter; and thereafter, cash in excess of the minimum quarterly distribution is distributed to the common unitholders and the General Partner based on the percentages as provided below.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

As holder of the IDRs, the General Partner is entitled to incentive distributions if the amount that the Partnership distributes with respect to any quarter exceeds specified target levels shown below:

	Total Quarterly Distribution Target Amount	Marginal Percentage Interest in Distributions	
		Unitholders	General Partner
First Target Distribution	up to $0.4625	99.33 %	0.67 %
Second Target Distribution	above $0.4625 up to $0.5375	86.33 %	13.67 %
Third Target Distribution	above $0.5375 up to $0.6625	76.33 %	23.67 %
Thereafter	above $0.6625	51.33 %	48.67 %

The Partnership paid the following cash distributions to common unitholders during 2021, 2020 and 2019 (in thousands, except per unit data):

Cash Distribution Payment Date	For the Quarter Ended	Per Unit Cash Distribution	Common Units	General Partner	Incentive Distribution	Total Cash Distribution
2019						
2/14/2019 (1)	12/31/18	$ 0.5000	$ 16,998	$ 115	$ 202	$ 17,315
5/15/2019 (1)	03/31/19	0.5100	17,338	117	256	17,711
8/14/2019 (1)	06/30/19	0.5150	17,508	118	269	17,895
11/14/2019 (1)	09/30/19	0.5200	17,678	119	294	18,091
2020						
2/14/2020 (1)	12/31/19	$ 0.52500	$ 17,848	$ 123	$ 320	$ 18,291
5/15/2020	03/31/20	0.39375	13,385	91	—	13,476
8/14/2020	06/30/20	0.45875	15,595	106	—	15,701
11/13/2020 (1)	09/30/20	0.50000	16,998	106	202	17,306
2021						
2/12/2021 (2)	12/31/20	$ 0.5500	$ 18,698	$ 130	$ 512	$ 19,340
5/14/2021 (2)	03/31/21	0.5750	19,547	138	768	20,453
8/13/2021 (2)	06/30/21	0.5750	19,547	138	768	20,453
11/12/2021 (2)	09/30/21	0.5750	19,547	138	768	20,453

(1) This distribution resulted in the Partnership reaching its second target level distribution for the respective quarter. As a result, the General Partner, as the holder of the IDRs, received an incentive distribution.

(2) This distribution resulted in the Partnership reaching its third target level distribution for the respective quarter. As a result, the General Partner, as the holder of the IDRs, received an incentive distribution.

In addition, on January 25, 2022, the board of directors of the General Partner declared a quarterly cash distribution of $0.5850 per unit ($2.34 per unit on an annualized basis) on all of its outstanding common units for the period from October 1, 2021 through December 31, 2021 to the Partnership's common unitholders of record as of the close of business February 8, 2022. On February 14, 2022, the Partnership paid the total cash distribution of approximately $20.9 million. This distribution resulted in the Partnership reaching its third target level distribution.

Series A Preferred Units

Distributions on the Series A Preferred Units are cumulative from the Series A Original Issue Date and payable quarterly in arrears on February 15, May 15, August 15 and November 15 of each year, commencing on November 15, 2018 (each, a "Series A Distribution Payment Date"), to holders of record as of the opening of business on the February 1, May 1, August 1 or November 1 next preceding the Series A Distribution Payment Date, in each case, when, as, and if declared by the General Partner out of legally available funds for such purpose. Distributions on the Series A

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Preferred Units will be paid out of Available Cash with respect to the quarter immediately preceding the applicable Series A Distribution Payment Date.

The distribution rate for the Series A Preferred Units from and including the Series A Original Issue Date, but excluding August 15, 2023, is 9.75% per annum of the $25.00 liquidation preference per Series A Preferred Unit (equal to $2.4375 per Series A Preferred Unit per annum). On and after August 15, 2023, distributions on the Series A Preferred Units will accumulate for each distribution period at a percentage of the $25.00 liquidation preference equal to an annual floating rate of the three-month LIBOR plus a spread of 6.774% per annum.

The Partnership paid the following cash distributions on the Series A Preferred Units during 2021, 2020 and 2019 (in thousands, except per unit data):

Cash Distribution Payment Date	For the Quarterly Period Covering	Per Unit Cash Distribution	Total Cash Distribution
2019			
2/15/2019	11/15/18 - 2/14/19	$ 0.609375	$ 1,682
5/15/2019	2/15/19 - 5/14/19	0.609375	1,682
8/15/2019	5/15/19 - 8/14/19	0.609375	1,682
11/15/2019	8/15/19 - 11/14/19	0.609375	1,682
2020			
2/18/2020	11/15/19 - 2/14/20	$ 0.609375	$ 1,682
5/15/2020	2/15/20 - 5/14/20	0.609375	1,682
8/17/2020	5/15/20 - 8/14/20	0.609375	1,682
11/16/2020	8/15/20 - 11/14/20	0.609375	1,682
2021			
2/16/2021	11/15/20 - 2/14/21	$ 0.609375	$ 1,682
5/17/2021	2/15/21 - 5/14/21	0.609375	1,682
8/16/2021	5/15/21 - 8/14/21	0.609375	1,682
11/15/2021	8/15/21 - 11/14/21	0.609375	1,682

In addition, on January 18, 2022, the board of directors of the General Partner declared a quarterly cash distribution of $0.609375 per unit ($2.4375 per unit on an annualized basis) on the Series A Preferred Units for the period from November 15, 2021 through February 14, 2022 to holders of record as of the opening of business on February 1, 2022. On February 15, 2022, the Partnership paid the total cash distribution of approximately $1.7 million.

Series B Preferred Units

Distributions on the Series B Preferred Units are cumulative from the Series B Original Issue Date and payable quarterly in arrears on February 15, May 15, August 15 and November 15 of each year (each, a "Series B Distribution Payment Date"), commencing on May 15, 2021, to holders of record as of the opening of business on the February 1, May 1, August 1 or November 1 next preceding the Series B Distribution Payment Date, in each case, when, as, and if declared by the General Partner out of legally available funds for such purpose.

The distribution rate for the Series B Preferred Units is 9.50% per annum of the $25.00 liquidation preference per Series B Preferred Unit (equal to $2.375 per Series B Preferred Unit per annum).

On May 17, 2021, the Partnership paid the initial quarterly cash distribution of $0.3365 per unit on the Series B Preferred Units, covering the period from March 24, 2021 (the issuance date of the Series B Preferred Units) through

May 14, 2021, totaling approximately $1.0 million. On August 16, 2021, the Partnership paid the quarterly cash distribution of $0.59375 per unit covering the period from May 15, 2021 through August 14, 2021, totaling approximately $1.8 million. On November 15, 2021, the Partnership paid the quarterly cash distribution of $0.59375 per unit covering the period from August 15, 2021 through November 14, 2021, totaling approximately $1.8 million.

In addition, on January 18, 2022, the board of directors of the General Partner declared a quarterly cash distribution of $0.59375 per unit ($2.375 per unit on an annualized basis) on the Series B Preferred Units for the period from November 15, 2021 through February 14, 2022 to holders of record as of the opening of business on February 1, 2022. On February 15, 2022, the Partnership paid the total cash distribution of approximately $1.8 million.

At any time on or after May 15, 2026, the Partnership may redeem, in whole or in part, the Series B Preferred Units at a redemption price in cash of $25.00 per Series B Preferred Unit plus an amount equal to all accumulated and unpaid distributions thereon to, but excluding, the date of redemption, whether or not declared. The Partnership must provide not less than 30 days' and not more than 60 days' advance written notice of any such redemption.

Upon the occurrence of a Series B Change of Control (as defined in the partnership agreement), the Partnership may, at its option, redeem the Series B Preferred Units, in whole or in part, within 120 days after the first date on which such Series B Change of Control occurred, by paying $25.00 per Series B Preferred Unit, plus all accumulated and unpaid distributions to, but excluding, the date of redemption, whether or not declared. If, prior to the Series B Change of Control Conversion Date (as defined in the partnership agreement), the Partnership exercises its redemption rights relating to Series B Preferred Units, holders of the Series B Preferred Units that the Partnership has elected to redeem will not have the conversion right discussed below related to a Series B Change of Control.

Upon the occurrence of a Series B Change of Control, each holder of Series B Preferred Units will have the right (unless, prior to the Series B Change of Control Conversion Date, the Partnership provides notice of its election to redeem the Series B Preferred Units) to convert some or all of the Series B Preferred Units held by such holder on the Series B Change of Control Conversion Date into a number of common units per Series B Preferred Unit to be converted equal to the lesser of (a) the quotient obtained by dividing (i) the sum of the $25.00 liquidation preference plus the amount of any accumulated and unpaid distributions to, but excluding, the Series B Change of Control Conversion Date (unless the Series B Change of Control Conversion Date is after a record date for a Series B Preferred Unit distribution payment and prior to the corresponding Distribution Payment Date, in which case no additional amount for such accumulated and unpaid distribution will be included in this sum) by (ii) the Common Unit Price (as defined in the partnership agreement) and (b) 2.1533, subject, in each case, to certain exceptions and adjustments.

Any such redemptions would be effected only out of funds legally available for such purposes and would be subject to compliance with the provisions of the Partnership's outstanding indebtedness.

Holders of Series B Preferred Units generally have no voting rights, except for limited voting rights with respect to (i) potential amendments to the partnership agreement that would have a material adverse effect on the terms of the Series B Preferred Units, (ii) the creation or issuance of any Preferred Unit Parity Securities (as defined in the partnership agreement) (including any additional Series A Preferred Units and Series B Preferred Units) if the cumulative distributions payable on then outstanding Series B Preferred Units (or Preferred Unit Parity Securities, including the Series A Preferred Units, if applicable) are in arrears, (iii) the creation or issuance of any Preferred Unit Senior Securities (as defined in the partnership agreement) and (iv) the declaration or payment of any distribution to the holders of common units out of capital surplus.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Note 19. Unitholders' Equity

At-the-Market Offering Program

On May 19, 2015, the Partnership entered into an equity distribution agreement pursuant to which the Partnership may sell from time to time through its sales agents, following a standard due diligence effort, the Partnership's common units having an aggregate offering price of up to $50.0 million.

No common units have been sold by the Partnership pursuant to the at-the-market offering program since inception.

Note 20. Segment Reporting

The Partnership engages in the purchasing, selling, gathering, blending, storing and logistics of transporting petroleum and related products, including gasoline and gasoline blendstocks (such as ethanol), distillates (such as home heating oil, diesel and kerosene), residual oil, renewable fuels, crude oil and propane. The Partnership also receives revenue from convenience store and prepared food sales, rental income and sundries. The Partnership's three operating segments are based upon the revenue sources for which discrete financial information is reviewed by the chief operating decision maker (the "CODM") to make key operating decisions and assess performance and include Wholesale, GDSO and Commercial.

These operating segments are also the Partnership's reporting segments. The Commercial operating segment does not meet the quantitative metrics for disclosure as a reportable segment on a stand-alone basis as defined in accounting guidance related to segment reporting. However, the Partnership has elected to present segment disclosures for the Commercial operating segment as management believes such disclosures are helpful to the user of the Partnership's financial information. The accounting policies of the segments are the same as those described in Note 2, "Summary of Significant Accounting Policies."

In the Wholesale reporting segment, the Partnership sells branded and unbranded gasoline and gasoline blendstocks and diesel to wholesale distributors. The Partnership transports these products by railcars, barges, trucks and/or pipelines pursuant to spot or long-term contracts. From time to time, the Partnership aggregates crude oil by truck or pipeline in the mid-continent region of the United States and Canada, transports it by rail and ships it by barge to refiners. The Partnership sells home heating oil, branded and unbranded gasoline and gasoline blendstocks, diesel, kerosene and residual oil to home heating oil retailers and wholesale distributors. Generally, customers use their own vehicles or contract carriers to take delivery of the gasoline, distillates and propane at bulk terminals and inland storage facilities that the Partnership owns or controls or at which it has throughput or exchange arrangements. Ethanol is shipped primarily by rail and by barge.

In the GDSO reporting segment, gasoline distribution includes sales of branded and unbranded gasoline to gasoline station operators and sub jobbers. Station operations include (i) convenience store and prepared food sales, (ii) rental income from gasoline stations leased to dealers, from commissioned agents and from cobranding arrangements and (iii) sundries (such as car wash sales and lottery and ATM commissions).

In the Commercial segment, the Partnership includes sales and deliveries to end user customers in the public sector and to large commercial and industrial end users of unbranded gasoline, home heating oil, diesel, kerosene, residual oil and bunker fuel. In the case of public sector commercial and industrial end user customers, the Partnership sells products primarily either through a competitive bidding process or through contracts of various terms. The Partnership responds to publicly issued requests for product proposals and quotes. The Partnership generally arranges for the delivery of the product to the customer's designated location. The Commercial segment also includes sales of custom blended fuels delivered by barges or from a terminal dock to ships through bunkering activity.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

An important measure used by the Partnership and the CODM to evaluate segment performance is product margin, which the Partnership defines as product sales minus product costs. Based on the way the business is managed, components of indirect operating costs and corporate expenses are not allocated to the reportable segments.

Summarized financial information for the Partnership's reportable segments for the years ended December 31 is presented in the table below (in thousands):

	2021	2020	2019
Wholesale Segment: (1)			
Sales			
Gasoline and gasoline blendstocks	$ 5,357,128	$ 3,243,676	$ 5,897,458
Other oils and related products (2)	2,465,232	1,625,600	2,125,776
Crude oil (3)	61,776	84,046	96,419
Total	$ 7,884,136	$ 4,953,322	$ 8,119,653
Product margin			
Gasoline and gasoline blendstocks	$ 86,289	$ 101,806	$ 86,661
Other oils and related products (2)	65,429	84,927	53,384
Crude oil (3)	(12,845)	(672)	(13,047)
Total	$ 138,873	$ 186,061	$ 126,998
Gasoline Distribution and Station Operations Segment:			
Sales			
Gasoline	$ 4,137,969	$ 2,545,616	$ 3,806,892
Station operations (4)	476,405	431,041	466,761
Total	$ 4,614,374	$ 2,976,657	$ 4,273,653
Product margin			
Gasoline	$ 413,756	$ 398,016	$ 374,550
Station operations (4)	233,881	205,926	225,078
Total	$ 647,637	$ 603,942	$ 599,628
Commercial Segment: (1)			
Sales	$ 749,767	$ 391,620	$ 688,424
Product margin	$ 15,604	$ 12,279	$ 24,061
Combined sales and Product margin:			
Sales	$ 13,248,277	$ 8,321,599	$ 13,081,730
Product margin (5)	$ 802,114	$ 802,282	$ 750,687
Depreciation allocated to cost of sales	(82,851)	(81,144)	(87,930)
Combined gross profit	$ 719,263	$ 721,138	$ 662,757

(1) Segment reporting results for 2020 and 2019 have been reclassified between the Wholesale and Commercial segments to conform to the Partnership's current presentation.
(2) Other oils and related products primarily consist of distillates and residual oil.
(3) Crude oil consists of the Partnership's crude oil sales and revenue from its logistics activities.
(4) Station operations consist of convenience store and prepared food sales, rental income and sundries.
(5) Product margin is a non-GAAP financial measure used by management and external users of the Partnership's consolidated financial statements to assess its business. The table above includes a reconciliation of product margin on a combined basis to gross profit, a directly comparable GAAP measure.

Approximately 475 million gallons, 425 million gallons and 500 million gallons of the GDSO segment's sales for the years ended December 31, 2021, 2020 and 2019, respectively, were supplied from petroleum products and renewable fuels sourced by the Wholesale segment. The Commercial segment's sales were predominantly sourced by the Wholesale segment. These intra-segment sales are not reflected as sales in the Wholesale segment as they are eliminated.

None of the Partnership's customers accounted for greater than 10% of total sales for years ended December 31, 2021, 2020 and 2019.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

A reconciliation of the totals reported for the reportable segments to the applicable line items in the consolidated financial statements for the years ended December 31 is as follows (in thousands):

	2021	2020	2019
Combined gross profit	$ 719,263	$ 721,138	$ 662,757
Operating costs and expenses not allocated to operating segments:			
Selling, general and administrative expenses	212,878	192,533	170,937
Operating expenses	353,582	323,298	342,382
Lease exit and termination gain	—	—	(493)
Amortization expense	10,711	10,839	11,431
Net (gain) loss on sale and disposition of assets	(506)	275	(2,730)
Long-lived asset impairment	380	1,927	2,022
Total operating costs and expenses	577,045	528,872	523,549
Operating income	142,218	192,266	139,208
Interest expense	(80,086)	(83,539)	(89,856)
Loss on early extinguishment of debt	—	(7,164)	(13,080)
Income tax (expense) benefit	(1,336)	119	(1,094)
Net income	60,796	101,682	35,178
Net loss attributable to noncontrolling interest	—	528	689
Net income attributable to Global Partners LP	$ 60,796	$ 102,210	$ 35,867

The Partnership's foreign assets and foreign sales were immaterial as of and for the years ended December 31, 2021, 2020 and 2019.

Segment Assets

The Partnership's terminal assets are allocated to the Wholesale and Commercial segments, and its retail gasoline stations are allocated to the GDSO segment. Due to the commingled nature and uses of the remainder of the Partnership's assets, it is not reasonably possible for the Partnership to allocate these assets among its reportable segments.

The table below presents total assets by reportable segment at December 31, (in thousands):

	Wholesale	Commercial	GDSO	Unallocated	Total
December 31, 2021	$ 739,523	$ —	$ 1,655,475	$ 436,167	$ 2,831,165
December 31, 2020	$ 649,301	$ —	$ 1,581,397	$ 309,802	$ 2,540,500

Note 21. Net Income Per Limited Partner Unit

Under the Partnership's partnership agreement, for any quarterly period, the incentive distribution rights ("IDRs") participate in net income only to the extent of the amount of cash distributions actually declared, thereby excluding the IDRs from participating in the Partnership's undistributed net income or losses. Accordingly, the Partnership's undistributed net income or losses is assumed to be allocated to the common unitholders and to the General Partner's general partner interest.

Common units outstanding as reported in the accompanying consolidated financial statements at December 31, 2021 and 2020 excludes 42,336 and 29,383 common units, respectively, held on behalf of the Partnership pursuant to its repurchase program (see Note 17). These units are not deemed outstanding for purposes of calculating net income per common limited partner unit (basic and diluted). For all years presented below, the Partnership's preferred units are not potentially dilutive securities based on the nature of the conversion feature.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following table provides a reconciliation of net income and the assumed allocation of net income (loss) to the common limited partners (after deducting amounts allocated to preferred unitholders) for purposes of computing net income per common limited partner unit for the years presented (in thousands, except per unit data):

	Year Ended December 31, 2021			
Numerator:	**Total**	**Common Limited Partners**	**General Partner Interest**	**IDRs**
Net income attributable to Global Partners LP	$ 60,796	$ 57,215	$ 3,581	$ —
Declared distribution	$ 82,258	$ 78,528	$ 555	$ 3,175
Assumed allocation of undistributed net loss	(21,462)	(21,313)	(149)	—
Assumed allocation of net income	$ 60,796	$ 57,215	$ 406	$ 3,175
Less: Preferred limited partner interest in net income		12,209		
Net income attributable to common limited partners		$ 45,006		
Denominator:				
Basic weighted average common units outstanding		33,942		
Dilutive effect of phantom units		336		
Diluted weighted average common units outstanding		34,278		
Basic net income per common limited partner unit		$ 1.33		
Diluted net income per common limited partner unit		$ 1.31		

	Year Ended December 31, 2020			
Numerator:	**Total**	**Common Limited Partners**	**General Partner Interest**	**IDRs**
Net income attributable to Global Partners LP	$ 102,210	$ 100,811	$ 1,399	$ —
Declared distribution	$ 65,823	$ 64,676	$ 433	$ 714
Assumed allocation of undistributed net income	36,387	36,135	252	—
Assumed allocation of net income	$ 102,210	$ 100,811	$ 685	$ 714
Less: Preferred limited partner interest in net income		6,728		
Net income attributable to common limited partners		$ 94,083		
Denominator:				
Basic weighted average common units outstanding		33,907		
Dilutive effect of phantom units		401		
Diluted weighted average common units outstanding		34,308		
Basic net income per common limited partner unit		$ 2.77		
Diluted net income per common limited partner unit		$ 2.74		

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

	Year Ended December 31, 2019			
Numerator:	**Total**	**Common Limited Partners**	**General Partner Interest**	**IDRs**
Net income attributable to Global Partners LP	$ 35,867	$ 34,488	$ 1,379	$ —
Declared distribution	$ 71,988	$ 70,372	$ 477	$ 1,139
Assumed allocation of undistributed net loss	(36,121)	(35,884)	(237)	—
Assumed allocation of net income	$ 35,867	$ 34,488	$ 240	$ 1,139
Less: Preferred limited partner interest in net income		6,728		
Net income attributable to common limited partners		$ 27,760		
Denominator:				
Basic weighted average common units outstanding		33,810		
Dilutive effect of phantom units		529		
Diluted weighted average common units outstanding		34,339		
Basic net income per common limited partner unit		$ 0.82		
Diluted net income per common limited partner unit		$ 0.81		

The board of directors of the General Partner declared the following quarterly cash distributions on its common units for the four quarters ended December 31, 2021:

Cash Distribution Declaration Date	Per Unit Cash Distribution Declared	Distribution Declared for the Quarterly Period Ended
April 26, 2021	$ 0.5750	March 31, 2021
July 27, 2021	$ 0.5750	June 30, 2021
October 25, 2021	$ 0.5750	September 30, 2021
January 25, 2022	$ 0.5850	December 31, 2021

The board of directors of the General Partner declared the following quarterly cash distributions on the Series A Preferred Units earned during 2021:

Cash Distribution Declaration Date	Per Unit Cash Distribution Declared	Distribution Declared for the Quarterly Period Covering
April 19, 2021	$ 0.609375	February 15, 2021 - May 14, 2021
July 19, 2021	$ 0.609375	May 15, 2021 - August 14, 2021
October 18, 2021	$ 0.609375	August 15, 2021 - November 14, 2021
January 18, 2022	$ 0.609375	November 15, 2021 - February 14, 2022

The board of directors of the General Partner declared the following quarterly cash distributions on the Series B Preferred Units earned during 2021:

Cash Distribution Declaration Date	Per Unit Cash Distribution Declared	Distribution Declared for the Quarterly Period Covering
April 19, 2021	$ 0.336500	March 24, 2021 - May 14, 2021
July 19, 2021	$ 0.593750	May 15, 2021 - August 14, 2021
October 18, 2021	$ 0.593750	August 15, 2021 - November 14, 2021
January 18, 2022	$ 0.593750	November 15, 2021 - February 14, 2022

See Note 18, “Partners’ Equity, Allocations and Cash Distributions” for further information.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Note 22. Changes in Accumulated Other Comprehensive (Loss) Income)

The following table presents the changes in accumulated other comprehensive (loss) income by component (in thousands):

	Pension Plan	Derivatives Designated as Cash Flow Hedges	Total
Balance at December 31, 2019	$ (5,076)	$ —	$ (5,076)
Other comprehensive income	(263)	9,400	9,137
Amount of (income) loss reclassified from accumulated other comprehensive income (loss)	(143)	(2,318)	(2,461)
Total comprehensive (loss) income	(406)	7,082	6,676
Balance at December 31, 2020	(5,482)	7,082	1,600
Other comprehensive income	4,078	8,121	12,199
Amount of (income) loss reclassified from accumulated other comprehensive income (loss)	(498)	(15,203)	(15,701)
Total comprehensive income	3,580	(7,082)	(3,502)
Balance at December 31, 2021	$ (1,902)	$ —	$ (1,902)

Amounts are presented prior to the income tax effect on other comprehensive income. Given the Partnership's master limited partnership status, the effective tax rate is immaterial.

Note 23. Legal Proceedings

General

Although the Partnership may, from time to time, be involved in litigation and claims arising out of its operations in the normal course of business, the Partnership does not believe that it is a party to any litigation that will have a material adverse impact on its financial condition or results of operations. Except as described below and in Note 14 included herein, the Partnership is not aware of any significant legal or governmental proceedings against it or contemplated to be brought against it. The Partnership maintains insurance policies with insurers in amounts and with coverage and deductibles as its general partner believes are reasonable and prudent. However, the Partnership can provide no assurance that this insurance will be adequate to protect it from all material expenses related to potential future claims or that these levels of insurance will be available in the future at economically acceptable prices.

Other

In January 2022, the Partnership was served with a complaint filed in the Middlesex County Superior Court of the Commonwealth of Massachusetts against the Partnership and its wholly owned subsidiaries, Global Companies LLC ("Global Companies") and Alliance Energy LLC ("Alliance"), alleging, among other things, that a plaintiff truck driver, while (1) loading gasoline and diesel fuel at terminals owned and operated by the Partnership located in Albany, New York and Revere, Massachusetts and (2) unloading gasoline and diesel fuel at gasoline stations owned and/or operated by the Partnership throughout New York, Massachusetts and New Hampshire, contracted aplastic anemia as a result of exposure to benzene-containing products and/or vapors therefrom. The Partnership, Global Companies and Alliance have meritorious defenses to the allegations in the complaint and will vigorously contest the actions taken by the plaintiff.

In October 2020, the Partnership was served with a complaint filed against the Partnership and its wholly owned subsidiary, Global Companies alleging, among other things, wrongful death and loss of consortium. The complaint, filed in the Middlesex County Superior Court of the Commonwealth of Massachusetts, alleges, among other things, that a

truck driver (whose estate is a co-plaintiff), while loading gasoline and diesel fuel at terminals owned and operated by the Partnership located in Albany, New York and Burlington, Vermont, was exposed to benzene-containing products and/or vapors therefrom. The Partnership and Global Companies have meritorious defenses to the allegations in the complaint and will vigorously contest the actions taken by the plaintiffs.

On August 2, 2016, the Partnership received a Notice of Violation ("NOV") from the EPA, alleging that permits for the Partnership's petroleum product transloading facility in Albany, New York (the "Albany Terminal"), issued by the New York State Department of Environmental Conservation ("NYSDEC") between August 9, 2011 and November 7, 2012, violated the Clean Air Act (the "CAA") and the federally enforceable New York State Implementation Plan ("SIP") by increasing throughput of crude oil at the Albany Terminal without complying with the New Source Review ("NSR") requirements of the SIP. The Partnership denied the allegations and the NYSDEC did not issue any such NOV. The Albany Terminal is a 63-acre licensed, permitted and operational stationary bulk petroleum storage and transfer terminal that currently consists of petroleum product storage tanks, along with truck, rail and marine loading facilities, for the storage, blending and distribution of various petroleum and related products, including gasoline, ethanol, distillates, heating and crude oils. The applicable permits issued by the NYSDEC to the Partnership in 2011 and 2012 specifically authorized the Partnership to increase the throughput of crude oil at the Albany Terminal. According to the allegations in the NOV, the NYSDEC permit actions should have been treated as a major modification under the NSR program, requiring additional emission control measures and compliance with other NSR requirements. The NYSDEC has not alleged that the Partnership's permits were subject to the NSR program and the NYSDEC never issued an NOV in the matter. The CAA authorizes the EPA to take enforcement action if there are violations of the New York SIP seeking compliance and penalties. The Partnership has denied the NOV allegations and asserts that the permits issued by the NYSDEC comply with the CAA and applicable state air permitting requirements and that no material violation of law occurred. The Partnership disputed the claims alleged in the NOV and first responded to the EPA in September 2016. The Partnership met with the EPA and provided additional information at the agency's request. On December 16, 2016, the EPA proposed a Settlement Agreement in a letter to the Partnership relating to the allegations in the NOV. On January 17, 2017, the Partnership responded to the EPA indicating that the EPA had failed to explain or provide support for its allegations and that the EPA needed to better explain its positions and the evidence on which it was relying. The EPA did not respond with such evidence, but instead has requested that the Partnership enter into a series of tolling agreements. The Partnership signed the tolling agreements with respect to this matter, as requested by the EPA, and such agreements currently extend through June 30, 2022. To date, the EPA has not taken any further formal action with respect to the NOV.

By letter dated January 25, 2017, the Partnership received a notice of intent to sue (the "2017 NOI") from Earthjustice related to alleged violations of the CAA; specifically alleging that the Partnership was operating the Albany Terminal without a valid CAA Title V Permit. On February 9, 2017, the Partnership responded to Earthjustice advising that the 2017 NOI was without factual or legal merit and that the Partnership would move to dismiss any action commenced by Earthjustice. No action was taken by either the EPA or the NYSDEC with regard to the Earthjustice allegations. At this time, there has been no further action taken by Earthjustice. Neither the EPA nor the NYSDEC has followed up on the 2017 NOI. The Albany Terminal is currently operating pursuant to its Title V Permit, which has been extended in accordance with the State Administrative Procedures Act. Additionally, the Partnership has submitted a Title V Permit renewal and a request for modifications to its existing Title V Permit. The Partnership believes that it has meritorious defenses against all allegations.

The Partnership received letters from the EPA dated November 2, 2011 and March 29, 2012, containing requirements and testing orders (collectively, the "Requests for Information") for information under the CAA. The Requests for Information were part of an EPA investigation to determine whether the Partnership has violated sections of the CAA at certain of its terminal locations in New England with respect to residual oil and asphalt. On June 6, 2014, a NOV was received from the EPA, alleging certain violations of its Air Emissions License issued by the Maine Department of Environmental Protection, based upon the test results at the South Portland, Maine terminal. The Partnership met with and provided additional information to the EPA with respect to the alleged violations. On April 7,

2015, the EPA issued a Supplemental Notice of Violation modifying the allegations of violations of the terminal's Air Emissions License. The Partnership has entered into a consent decree (the "Consent Decree") with the EPA and the United States Department of Justice (the "Department of Justice"), which was filed in the U.S. District Court for the District of Maine (the "Court") on March 25, 2019. The Consent Decree was entered by the Court on December 19, 2019. The Partnership believes that compliance with the Consent Decree and implementation of the requirements of the Consent Decree will have no material impact on its operations.

Note 24. Subsequent Events

Distribution to Series A Preferred Unitholders—On February 15, 2022, the Partnership paid a cash distribution of approximately $1.7 million to holders of its Series A Preferred Units of record as of the opening of business on February 1, 2022.

Distribution to Series B Preferred Unitholders—On February 15, 2022, the Partnership paid a cash distribution of approximately $1.8 million to holders of its Series B Preferred Units of record as of the opening of business on February 1, 2022.

Distribution to Common Unitholders—On February 14, 2022, the Partnership paid a cash distribution of approximately $20.9 million to its common unitholders of record as of the close of business on February 8, 2022.

Acquisitions—On February 1, 2022, the Partnership acquired substantially all of the retail motor fuel assets in Virginia and North Carolina from Miller Oil Co., Inc. The acquisition includes 21 company-operated Miller's Neighborhood Market convenience stores and 2 fuel sites that are either owned or leased, including lessee dealer and commissioned agent locations, all located in Virginia, and 34 fuel supply only sites, primarily in Virginia.

On January 25, 2022, the Partnership acquired substantially all of the assets from Connecticut-based Consumers Petroleum of Connecticut, Incorporated. The acquisition includes 26 company-owned Wheels convenience stores and related fuel operations located in Connecticut (after the disposition of one site pursuant to the terms of the Federal Trade Commission's consent order) and 22 fuel-supply only sites located in Connecticut and New York. The purchase price, subject to post-closing adjustments, was approximately $151.0 million. The acquisition was funded with borrowings under the Partnership's revolving credit facility.

Exhibit 2.2

PURCHASE AND SALE AGREEMENT

BETWEEN

GLOBAL COMPANIES LLC,

AS SELLER,

AND

REVERE MA OWNER LLC,

AS BUYER,

FOR GLOBAL TERMINAL LOCATED IN

REVERE, MASSACHUSETTS

NOVEMBER 24, 2021

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PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made as of this 24th day of November, 2021 (the "Effective Date"), by and between GLOBAL COMPANIES LLC, a Delaware limited liability company (the "Seller"), and REVERE MA OWNER LLC, a Delaware limited liability company (the "Buyer"). In this Agreement, Buyer and Seller are sometimes referred to individually as a "Party" and collectively as the "Parties."

PRELIMINARY STATEMENTS

Seller owns and operates an active products terminal in Revere, Massachusetts, as more particularly described below. Seller desires to sell and Buyer desires to purchase this facility on the terms and conditions set forth in this Agreement.

TERMS OF AGREEMENT

For good and valuable consideration paid, the receipt and sufficiency of which the Parties hereby acknowledge, Seller and Buyer agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. The following terms shall have the meanings set forth below for all purposes of this Agreement:

"Activity and Use Limitation" has the meaning set forth in 310 CMR 40.0006, which has been prepared, recorded, registered or filed in accordance with 310 CMR 40.1070 through 310 CMR 40.1099.

"Affiliate" means, with respect to a Party, any individual or legal business entity that, directly or indirectly, controls, is controlled by, or is under common control with, such Party. The term "control" (including the terms "controlled by" and "under common control with") as used in the preceding sentence means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies.

"Agreement" has the meaning specified in the Preamble.

"Assumed Environmental Liabilities" has the meaning specified in Section 7.3.

"Authorized Representative" means any employee, agent, representative, consultant, contractor, or subcontractor of a Party.

"Buyer" has the meaning specified in the Preamble.

"Buyer Indemnified Parties" has the meaning specified in Section 9.1(a).

"Business Day" means any day other than a Saturday, Sunday or legal holiday of the United States or the Commonwealth of Massachusetts pursuant to which financial institutions or post offices are generally closed within the Commonwealth of Massachusetts.

"Casualty" has the meaning specified in Section 13.1(a).

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §9601 et seq.).

"Closing" has the meaning specified in Section 4.1.

"Closing Date" has the meaning specified in Section 4.1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Condemnation" has the meaning specified in Section 13.1(b).

"Confidentiality Agreement" has the meaning specified in Section 14.19.

"Covenant Against Residential Use" has the meaning specified in Section 7.6(b).

"Damages" means any and all obligations, liabilities, damages (including, without limitation, physical damage to real or personal property or natural resources), fines, liens, penalties, deficiencies, losses, judgments, settlements (including, without limitation, claims for contribution for Remediation Activities), personal injuries (including, without limitation, injuries or death arising from exposure to Regulated Substances), costs and expenses (including, without limitation, accountants' fees, attorneys' fees, fees of engineers, health, safety, environmental and other outside consultants and investigators, and reasonable court costs, appellate costs, and bonding fees), whether based in tort, contract or any local, state or federal law, common law, statute, ordinance or regulation, whether legal or equitable, past, present or future, ascertained or unascertained, known or unknown, suspected or unsuspected, absolute or contingent, liquidated or unliquidated, choate or inchoate or otherwise.

"Deed" has the meaning specified in Section 4.2(a).

"Defaulting Party" has the meaning specified in Section 14.2.

"Delaying Party" has the meaning specified in Section 8.3.

"Deposit" has the meaning specified in Section 3.1.

"Dock Agreement" means the Operating Agreement by and between BP Oil Company (predecessor-in-interest to Irving Oil) and Global Petroleum Corporation (predecessor-in-interest to Seller), dated January 1, 1988.

"Dock Parcel" means the parcel, including, without limitation, any land underlying the navigable waters, with the Improvements thereon, as more particularly described in Exhibit A.

"Effective Date" has the meaning specified in the Preamble.

"Engineering and Institutional Controls" has the meaning specified in Section 7.6(c).

"Environmental Condition" means the existence of Regulated Substances in or on the soil, surface water, groundwater and/or improvements at, on or under the Property, or migrating from the Property to a contiguous property or properties to the extent the levels of any such Regulated Substances exceeds naturally occurring background levels in such areas.

"Environmental Documents" means (1) the "ASTM Phase I Environmental Site Assessment" prepared by ECS, dated January 2015; (2) the "Summary of Active Release Tracking Numbers ("RTN") and RTNs Closed Since January 2015", dated September 14, 2021; and (3) those documents related to the Property publicly available from the Massachusetts Department of Environmental Protection's ("DEP") "Waste Site/Reportable Releases Lookup" website.

"Environmental Law" or "Environmental Laws" means any and all applicable common laws, statutes, ordinances, rules, decrees, orders, or regulations, of the United States, the Commonwealth of Massachusetts, and all political subdivisions thereof concerning the environment, preservation or reclamation of natural resources, natural resource damages, human health and safety, prevention or control of spills or pollution, or to the management (including, without limitation, generation, treatment, storage, transportation, arrangement for transport, disposal, arrangement for disposal, or other handling), Release or threatened Release of Regulated Substances, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §9601 et seq.), the Hazardous Material Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Solid Waste Disposal Act (42 U.S.C. §6901 et seq.) (including the Resource Conservation and Recovery Act of 1976, as amended), the Clean Water Act (33 U.S.C. §1251 et seq.), the Oil Pollution Act of 1990 (33 U.S.C. §2701 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.), the Emergency Planning and Right-To-Know Act of 1986 (42 U.S.C. §11101 et seq.), the Endangered Species Act of 1973 (16 U.S.C. §1531 et seq.), the Lead-Based Paint Exposure Reduction Act (15 U.S.C. §2681 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. §4321 et seq.), and all federal, state and local laws of a similar nature, and the rules and regulations promulgated thereunder, each as amended and as in effect at any time and from time to time.

"Environmental Liabilities" means any Damages or Proceedings (whether incurred, existing or first occurring on, before or after the Closing Date and whether asserted against Seller or any predecessor-in-interest who makes claims for contribution against Seller or any predecessor-in-interest) relating to or arising out of ownership or operation of the Property (whether on, before or after the Closing Date) pursuant to any applicable Environmental Laws as in effect at any time and from time to time, including, without limitation, (i) any Third Party Environmental Claim (including, without limitation, claims for contribution); (ii) any Governmental Environmental Enforcement Action; or (iii) any Remediation Activities.

"Environmental Permits" shall mean those permits, authorizations, approvals, registrations, certificates, orders, waivers, variances or other approvals and licenses issued by or

required to be filed with any Governmental Authority under any applicable Environmental Law that are in the name of Seller, related solely to the Property, and shown on Schedule 7.6.

"Equipment" has the meaning specified in Section 2.1(b).

"Escrow Agreement" has the meaning specified in Section 3.1.

"Examination Period" shall mean the period beginning on the Effective Date and extending until 6:00 p.m. (Eastern time) on the date that is sixty-four (64) days following the Effective Date.

"Excluded Assets" has the meaning specified in Section 2.2.

"Excluded Personal Property" has the meaning specified in Section 2.2(h).

"Existing Foundation" has the meaning specified in Section 7.6(c).

"Government Contracts" means the contracts with the United States Department of Energy for the storage of gasoline and heating oil at the Real Property, as set forth in Schedule 8.2.

"Governmental Authority" or "Governmental Authorities" means any federal, state or local governmental body, administrative agency, regulatory body, board, commission, judicial body or other body having jurisdiction over the matter.

"Governmental Environmental Enforcement Action" means any order, settlement agreement, consent decree, directive, notice of violation, notice of enforcement, letter of notice, notice of noncompliance, corrective action, or similar type of legal requirement or instrument that is issued by, entered into with, or otherwise required by a Governmental Authority with respect to an actual or alleged noncompliance under applicable Environmental Laws.

"Improvements" has the meaning specified in Section 2.1(b).

"Indemnitee" has the meaning specified in Section 9.3(a).

"Indemnitor" has the meaning specified in Section 9.3(a).

"Land" has the meaning specified in Section 2.1(a).

"Leaseback Agreement" means that certain Short Term Lease to be entered into as of the Closing by and between Buyer, as "Landlord", and Seller, as "Tenant" pursuant to which Seller shall lease back a portion of the Property from Buyer upon the terms and conditions set forth therein, which Leaseback Agreement shall be in the form agreed to by Seller and Buyer under separate cover as of the Effective Date of this Agreement.

"Leases" has the meaning specified in Section 2.1(e).

"Leasing Costs" means tenant improvement allowances, leasing commissions, brokerage commissions, free rent credits, operating expense credits, rent abatements or operating expense abatements.

"Licenses" has the meaning specified in Section 2.1(e).

"Loss" means any claim, liability, obligation, demand, injury, payment, cause of action, judgment, expense, cost or other damage or loss (including, without limitation, reasonable attorneys' and consultants' fees), fine or penalty, including, without limitation, all reasonable costs and expenses of investigating and defending any claim or any order, directive, judgment, compromise, settlement, fine, penalty, lien, court costs or proceeding arising at any time under or from any Governmental Authority or other Third Party, including, without limitation, all reasonable costs and expenses and court costs incurred in the enforcement of any indemnification rights. "Loss" shall not include any special, consequential, indirect or loss of profit damages or any Loss for which one Party has assumed responsibility or agreed to indemnify the other Party under this Agreement.

"Material Defect" has the meaning specified in Section 11.3.

"MTBE" means methyl tertiary butyl ether.

"Natural Resource Damages" means the cost of restoring injured natural resources, including land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, the Commonwealth of Massachusetts or other authorized trustees, to their baseline condition, compensation for the interim loss of injured resources pending recovery, and the reasonable costs of a damage assessment.

"New Foundation" has the meaning specified in Section 7.6(c).

"Non-Defaulting Party" has the meaning specified in Section 14.2.

"NPDES" has the meaning specified in Section 7.6(i).

"Off-Site" means located on, in or under any areas other than the Real Property.

"Off-Site Disposal Activities" means the shipment Off-Site or arrangement for shipment Off-Site, of any Regulated Substance to an Off-Site facility with the intent to store, dispose of, or treat such Regulated Substances at the Off-Site facility; provided, however, that the term "Off-Site Disposal Activities" shall not include (i) any Environmental Condition that has migrated from the Real Property, (ii) any Environmental Condition on Off-Site property under the Property's dock lines and dock facilities, if any, (iii) the disposal, storage or treatment of any Regulated Substance at the Real Property or any property that was formerly part of the terminal at the Real Property, and (iv) any Environmental Condition of waterways extending beyond the Real Property's shoreline, if any.

"Off-Site Remediation Activities" means any and all Remediation Activities with respect to the Property required under applicable Environmental Laws in effect at such time or as required by a Governmental Authority that relate to activities at Off-Site areas, but not Off-Site Disposal Activities.

"On-Site" means located on, in or under the Real Property.

"Order" means any judgment, order, settlement agreement, writ, injunction or decree of any Governmental Authority having jurisdiction over the matter and in effect as of the Closing Date.

"Party" and "Parties" has the meaning specified in the Preamble.

"Permitted Title Exceptions" means those matters identified on Exhibit P.

"Personal Property" means all of those assets constituting the Property that are not Real Property. For the elimination of doubt, the term "Personal Property" does not include Excluded Personal Property or Excluded Assets.

"Proceedings" means any actions, causes of action, written demands, written claims, claims for contribution, suits, investigations, and any appeals therefrom.

"Prohibited Person" means any Person:

(a) listed in the annex to, or who is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order");

(b) that is owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(c) with whom a United States Person is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including, without limitation, the Executive Order;

(d) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(e) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website or at any replacement website or other replacement official publication of such list.

"Property" has the meaning specified in Section 2.1.

"Purchase Price" has the meaning specified in Section 3.1.

"Real Property" has the meaning specified in Section 2.1(c).

"Reasonable Written Notification" means written notice provided within thirty (30) days of any notice of an alleged claim being received in writing by the party seeking indemnity, but in any event prior to the date any formal response to such claim is required. Such written notice shall

describe in reasonable detail the nature of the Damages and Proceedings for which indemnification and defense is sought. Notice of any Third Party Environmental Claim or Governmental Environmental Enforcement Action shall include, at a minimum, a copy of the notice received from the Third Party or the Governmental Authority, respectively. Furthermore, if a Party receives notice from a Governmental Authority relating to a matter that may ultimately lead to a settlement agreement, consent decree, or supplemental environmental project, then Reasonable Written Notification shall be provided on the basis of such first notice, and not delayed until receipt of the ultimate settlement agreement, consent decree or supplemental environmental project.

"REBA" means the Real Estate Bar Association of Massachusetts.

"Regulated Substance" means any (a) chemical, substance, material, or waste that is designated, classified, or regulated as "industrial waste," "hazardous waste," "hazardous material," "hazardous substance," "toxic substance," or words of similar import, under any applicable Environmental Law; (b) petroleum, petroleum hydrocarbons, petroleum products, petroleum substances, crude oil, and components, fractions, derivatives, additives (including, without limitation, lead, MTBE, ethanol, and bio-fuels) or by-products thereof including, without limitation, tank bottoms and produced water; (c) asbestos or asbestos-containing material (regardless of whether in a friable or non-friable condition), or polychlorinated biphenyls, mercury, coats of lead-based paints, or Naturally Occurring Radioactive Material (NORM); and (d) substance that, whether by its nature or its use, is subject to regulation under any applicable Environmental Law or for which a Governmental Authority requires Remediation Activities with respect to the Property.

"Release" shall have the meaning specified in CERCLA; provided, however, that, to the extent the Environmental Laws establish a meaning for "Release" that is broader than that specified in CERCLA, such broader meaning shall apply.

"Remediation Activities" means any investigation, study, assessment, testing, monitoring, containment, removal, disposal, closure, corrective action, remediation (regardless of whether active or passive), natural attenuation, bioremediation, response, cleanup or abatement, whether On-Site or Off-Site, of an Environmental Condition to standards required by applicable Environmental Laws or as required by a Governmental Authority, including, without limitation, maintaining any engineering controls to contain or stabilize Regulated Substances (including, without limitation, caps, covers, dikes, trenches, leachate collection systems, signs, fences and access controls).

"Retained Environmental Liabilities" has the meaning specified in Section 7.2.

"Seller" has the meaning specified in the Preamble.

"Seller Indemnified Parties" has the meaning specified in Section 7.4.

"Seller's Knowledge" means the actual knowledge of Mark Romaine, without investigation.

"Stormwater Management System" has the meaning specified in Section 7.6(i).

"Survey" has the meaning specified in Section 11.2.

"Taxes" means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, vehicle, airplane, boat, vessel or other title, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereon imposed, assessed or collected by or under the authority of any Governmental Authority or payable under any tax-sharing agreement or any other contract.

"Third Party" means any individual, legal business entity or Governmental Authority, other than: (i) a Party; (ii) a Party's Affiliates; (iii) a Party's Authorized Representatives; (iv) employees, officers, directors, agents and representatives and all successors of a Party and its Affiliates; and (v) a Party's permitted assigns.

"Third Party Environmental Claim" means a Proceeding by any Third Party alleging Damages relating to or arising out of (a) exposure to a Regulated Substance on the Property, or (b) Off-Site migration from the Property of a Regulated Substance (including, without limitation, in each case, Damages for Proceedings arising under applicable Environmental Laws in connection with an Environmental Condition and Damages for Remediation Activities undertaken by a Third Party at its property). Notwithstanding anything to the contrary in this Agreement, to the extent that Remediation Activities are required by any Governmental Authority, or as a result of a Third Party Environmental Claim, such Remediation Activities shall be governed by the provisions under this Agreement dealing with Remediation Activities.

"Title Commitment" has the meaning specified in Section 11.1.

"Title Company" means Stewart Title Guaranty Company.

"Title Objection Notice" has the meaning specified in Section 11.3.

"Title Objection Period" has the meaning specified in Section 11.3.

"Title Policy" means an ALTA 2006 extended owner's title insurance policy for the Property issued to Buyer with coverage in the amount of the Purchase Price.

"Title V Regulations" means Title V of the Massachusetts Environmental Code, 310 CMR 15.000 et. seq.

"Uncured Material Breach" means a material breach of a Party of its obligations under this Agreement that is not cured by such Party in accordance with the provisions of Section 14.2.

"Use Restrictions" has the meaning specified in Section 7.6(b).

ARTICLE II
PROPERTY

2.1 Property. On the terms and subject to the conditions of this Agreement and for the consideration stated in this Agreement, at the Closing, Buyer shall purchase and receive from Seller, and Seller shall sell, convey and assign to Buyer, free and clear of any and all liens, pledges and encumbrances except for Permitted Title Exceptions, all of Seller's right, title and interest in and to the following, which taken together constitutes the "Property":

(a) The real property described in Exhibit A (the "Land"), including, without limitation, Seller's interest in the Dock Parcel;

(b) The buildings and other improvements (the "Improvements") located on the Land, including, without limitation, above-ground and underground piping and storage tanks, buildings, fixtures, facilities and appurtenances, all structures, fixtures, facilities and equipment owned by Seller in connection with the Dock Agreement, and any of Seller's equipment at the Real Property that Buyer will require to conduct Remediation Activities after Closing, including, without limitation, monitoring wells ("Equipment"), but excluding the Excluded Personal Property described in Exhibit B;

(c) All transferable appurtenant rights, and easements benefiting or pertaining to the Land and/or Improvements (together with the Land and Improvements, collectively, the "Real Property");

(d) The Dock Agreement, including, without limitation, Seller's rights in the dock and pier pursuant thereto;

(e) The licenses described on Exhibit C hereto (the "Licenses"); and

(f) Other than those excluded items described on Exhibit B hereto, all right, title and interest of Seller in all machinery, furniture, equipment and items of personal property of Seller attached or appurtenant to, located on or used in the ownership, use, operation or maintenance of the Real Property ; and

(g) The leases and agreements, whether written or unwritten, identified on Exhibit D hereto (the "Leases").

2.2 Excluded Assets. The transactions covered by this Agreement consist only of the sale of assets, and not the sale of a business. The Property does not include the personal property, assets, liabilities and other items listed or described below (the "Excluded Assets"):

(a) Intercompany accounts and contracts of Seller or its Affiliates;

(b) Cash or bank accounts of Seller or its Affiliates;

(c) Defenses and claims that Seller or its Affiliates could assert against Third Parties (except to the extent that such defenses and claims relate to liabilities that Buyer is assuming under this Agreement relating to the Property);

(d) Accounts and notes receivable;

(e) Accounts payable;

(f) Any license or authorization to use or display trademarks, service marks, logos, insignia, imprints, brand identifications, advertising and trade names of Seller or its Affiliates (or marks otherwise proprietary to Seller or any of its Affiliates), including, without limitation, "Global." Buyer shall, at its expense, remove or cover all signs and markings at or on the Property that indicate that they were ever owned or operated by Seller or any of its Affiliates and return such signs and markings to Seller. Buyer further shall remove all signs and markings proprietary to Seller located at or on the Property. The foregoing requirements shall not apply to those signs and markings related to Seller's operations under the Leaseback Agreement, which shall remain on the Property during the term of thereof;

(g) Any permits, licenses, registrations, certificates, approvals or similar rights from any Governmental Authority related to the ownership or use of the Property other than the Licenses;

(h) The items listed on Exhibit B (the "Excluded Personal Property");

(i) Any insurance coverage under any insurance policies that relate to the Property, or any part of the Property, and any rights under such insurance policies, whether such policies benefit Seller, or any Affiliate of Seller, or any other person or entity;

(j) Any labor, employment, or collective bargaining agreements between Seller and its employees or between an Affiliate of Seller and such Affiliate's employees, or any employee benefit plans of Seller or its Affiliates;

(k) Anything else that is stated in this Agreement as remaining the property or responsibility of Seller, its Affiliates or any Third Party; and

(l) Any other property that is owned by Seller or its Affiliates and not otherwise specified in Section 2.1.

ARTICLE III
PURCHASE PRICE

3.1 Purchase Price. The total monetary consideration to be paid by Buyer to Seller for the Property shall be One Hundred Fifty Million and No/100 Dollars ($150,000,000.00) (the "Purchase Price"). Upon Buyer's execution of this Agreement and within three (3) Business Days after the Parties' execution and delivery of an escrow agreement substantially in the form of

Exhibit Q (the "Escrow Agreement"), Buyer shall deposit with the Title Company ten percent (10%) of the Purchase Price (the "Deposit"), which equates to Fifteen Million and No/100 Dollars ($15,000,000.00). The Deposit shall be held by the Title Company in accordance with the Escrow Agreement in an interest-bearing account to be disbursed to Seller at Closing or otherwise to be applied as provided in this Agreement, with the Deposit and interest thereon to be credited against the Purchase Price at Closing. The Parties shall execute and deliver the Escrow Agreement to each other simultaneously with their execution of this Agreement. The costs of the Title Company, acting as the escrow agent, will be shared equally by both Parties.

3.2 Payment of Purchase Price. Subject to adjustment, if any, under Section 12.2, at Closing, Buyer shall pay to Seller the Purchase Price, less the Deposit and any accrued interest thereon, in U.S. Dollars in immediately available federal funds via bank wire-transfer to a bank account designated by Seller, which designation shall be given to Buyer in writing at least two (2) Business Days prior to the Closing Date. At Closing, the Parties shall execute and deliver to the Title Company a written certificate authorizing the Title Company to disburse to Seller the Deposit and accrued interest thereon.

3.3 Allocation of Purchase Price. The Purchase Price shall be allocated for tax accounting purposes in accordance with Schedule 3.3 attached hereto. Such allocation shall be mutually agreed to within fifteen (15) days of the full execution of this Agreement. Buyer and Seller agree that they will not take (and will not permit any Affiliate to take), for income tax purposes, any position inconsistent with the allocation on Schedule 3.3.

ARTICLE IV
THE CLOSING

4.1 Time and Place; Escrow Agent. Subject to any extension of the Closing Date as provided in Section 8.3, Section 8.4, Section 11.3 or elsewhere in this Agreement, and subject to satisfaction or waiver of the conditions set forth in Section 8.1 and Section 8.2, the closing of the transaction contemplated hereby (the "Closing") shall occur on the date that is thirty (30) days following the expiration of the Examination Period (the "Closing Date"), or at such other time or place or in such other manner, including by mail, as Seller and Buyer may mutually agree in writing.

4.2 Seller's Deliveries At the Closing, Seller shall deliver to Buyer the following:

(a) Deed (the "Deed"), substantially in the form attached as Exhibit E, executed and acknowledged by Seller;

(b) Bill of Sale for the Improvements and the Personal Property, substantially in the form attached as Exhibit F, executed by Seller;

(c) Possession of the Real Property subject to the Leases;

(d) Counterparts executed by Seller of those agreements required by the provisions of Section 4.4;

(e) Certified copies of appropriate action by Seller authorizing the transactions contemplated by this Agreement and authorizing the person(s) executing the documents listed in this Section 4.2 and Section 4.4 to enter into this Agreement and such other documents on behalf of Seller;

(f) An affidavit regarding parties-in-possession and mechanic's liens, substantially in the form attached as Exhibit G;

(g) A certificate, substantially in the form attached as Exhibit H, that the representations and warranties made by Seller in this Agreement are true and correct in all material respects as of the Closing Date;

(h) A Non-Foreign (FIRPTA) Certification, substantially in the form attached as Exhibit I, executed by Seller;

(i) The Leaseback Agreement, executed by Seller, as "Tenant"; and

(j) Such other documents as Buyer or the Title Company may reasonably request to effectively consummate the transactions contemplated by this Agreement.

4.3 Buyer's Deliveries. At the Closing, Buyer shall deliver to Seller, or effect the delivery to Seller of, the following:

(a) The Purchase Price, in accordance with Sections 3.1 and Section 3.2;

(b) Counterparts executed by Buyer of all those agreements required by the provisions of Section 4.4;

(c) Certified copies of appropriate action by Buyer authorizing the transactions contemplated by this Agreement and authorizing the person(s) executing the documents listed in this Section 4.3 and Section 4.4 to enter into this Agreement and such other documents on behalf of Buyer;

(d) The Leaseback Agreement, executed by Buyer, as "Landlord";

(e) A certificate, substantially in the form attached as Exhibit K, that the representations and warranties made by Buyer in this Agreement are true and correct in all material respects as of the Closing Date; and

(f) Such other documents as Seller or the Title Company may reasonably request to effectively consummate the transactions contemplated by this Agreement.

4.4 Ancillary Agreements. The following documents and agreements shall be entered into between Seller and Buyer on the Closing Date:

(a) A Release Agreement, substantially in the form attached as Exhibit L;

(b) An Assignment and Assumption of Leases, Licenses and Dock Agreement, substantially in the form attached as Exhibit M-1;

(c) A Temporary Assignment and Assumption of Dock Agreement, substantially in the form attached as Exhibit M-2, pursuant to which Buyer, as successor-in-interest to Seller under the Dock Agreement pursuant to the Assignment and Assumption of Leases, Licenses and Dock Agreement to be entered into between Seller and Buyer pursuant to Section 4.4(b) above, and as "Landlord" under the Leaseback Agreement, shall assign to Seller, as "Tenant" under the Leaseback Agreement, and Seller shall assume from Buyer, all of Buyer's rights, interests, and obligations, legal and equitable, in, to and under the Dock Agreement for the Term of the Leaseback Agreement (but only for so long as the Premises under the Leaseback Agreement includes the Improvements covered by the Dock Agreement);

(d) A Joint Letter Transferring Responsibility for Remediation Activities, substantially in the form attached as Exhibit N;

(e) A Settlement Statement; and

(f) Notice letters to tenants under the Leases, substantially in the form attached as Exhibit O.

4.5 1031 Exchange. At Seller's option, Seller may require Buyer pursuant to Section 1031 of the Code, to pay the Purchase Price and Deposit to an intermediary party designated by Seller, so that Seller may participate in a tax-deferred exchange of like-kind property. The Parties agree to execute any necessary agreements and/or other documents to effectuate Seller's tax-deferred exchange, provided, however, that: (a) Buyer's obligations under this Agreement will not be increased; (b) such documents will not modify Buyer's representations, warranties or obligations under this Agreement; and (c) the Purchase Price paid by Buyer will not be different from that which Buyer would have paid pursuant to Article IV..

ARTICLE V
REPRESENTATIONS AND WARRANTIES

5.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Organization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware; is duly authorized to do business in, and is in good standing in the state where the Real Property is located; and has all requisite power and authority to execute, deliver and perform this Agreement and each agreement and instrument to be executed and delivered by Seller pursuant hereto.

(b) Due Authorization. The execution, delivery and performance by Seller of this Agreement and each agreement and instrument to be executed and delivered by Seller pursuant hereto, and the taking by Seller of the actions contemplated hereby and thereby, have been duly authorized by all necessary actions on the part of Seller. This Agreement is, and each agreement and instrument to be executed and delivered by Seller pursuant hereto will be, when so executed

and delivered, a valid and binding obligation of Seller enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity.

(c) No Violation The execution, delivery and performance by Seller of this Agreement and each instrument and agreement to be executed and delivered by Seller pursuant hereto and the consummation of the transactions contemplated hereby and thereby do not and will not (a) conflict with or violate any provision of Seller's Articles of Organization, or (b) violate or breach any Order applicable to Seller. Except as disclosed on Schedule 5.1 attached hereto, Seller has not received any written notice from (or delivered any notice to) any governmental authority regarding any violation of any law applicable to the Property the adverse consequences of which, either individually or in the aggregate, would materially impair Buyer's ownership, use or operation of the Property, including without limitation Buyer's proposed redevelopment of the Property, from and after Closing and to Seller's Knowledge, there are no such violations.

(d) Consents. Except as set forth on Schedule 5.1, no consent or approval from or filing with any Third Party is required in connection with the execution and performance by Seller of this Agreement, and there are no options or other preferential purchase rights held by any person or entity not a party to this Agreement to purchase or acquire any interest in the Property.

(e) Foreign Person. Seller is not a "foreign person" as defined in Section 1445 of the Code and the regulations promulgated thereunder and upon consummation of the transaction contemplated hereby, Buyer will not be required to withhold from the Purchase Price any withholding tax. Seller's U.S. tax identification number is 04-3443029.

(f) OFAC. Neither Seller, nor any of Seller's Affiliates, nor, to Seller's Knowledge, any director, officer, employee, agent, or representative of Seller or Seller's Affiliates, is a Prohibited Person. To Seller's Knowledge, none of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Prohibited Person, and no Prohibited Person has any interest of any nature whatsoever in Seller (whether directly or indirectly).

(g) Anti-Money Laundering. Seller is not engaging in the transaction contemplated under this Agreement, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. The operations of Seller have been conducted at all times in compliance with (i) the U.S. Money Laundering Control Act of 1986, as amended (the "Anti-Money Laundering Laws"); and (ii) the Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). No proceeding by or before any governmental authority or regulatory body involving Seller with respect to the Anti-Money Laundering Laws or the FCPA is pending or, to the knowledge of Seller, is threatened in writing. Seller has and will continue to implement procedures, and have consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing; The Property is not and neither Seller nor any of its affiliates, subsidiaries, significant owners, officers, directors, employees or agents is, in violation of any applicable laws relating to anti-corruption, anti-bribery, terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct

Terrorism Action of 2001, Public Law 107-56, as amended, and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism).

(h) Kickback. Neither Seller nor any of its Affiliates, subsidiaries, significant owners, officers, directors, employees or agents has made, offered, agreed, requested or taken any direct or indirect bribe or other unlawful payment, including, without limitation, any kickback, in connection with the Property, where such payment is prohibited under any applicable law, rule or regulation.

(i) Bankruptcy. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of substantially all of its assets, suffered the attachment or other judicial seizure of substantially all of its assets, admitted its inability to pay its debts as they come due, or made an offer of settlement, extension or composition to its creditors generally.

(j) Litigation. Except as set forth on Schedule 5.1, there is no legal action, lawsuit, order, ruling, writ, judgement, injunction or decree of any governmental authority or similar proceeding (including without limitation, any tax appeal or environmental investigations) now pending or against Seller or, to Seller's knowledge, threatened against Seller with respect to the Property or initiated by Seller with respect to the Property.

(k) Contracts. Seller has not entered into any contracts, subcontracts or agreements affecting the Property which will not otherwise be terminated on or prior to Closing and/or which is not otherwise terminable upon thirty (30) days or less notice ("Contracts") other than the Dock Agreement, the Leases, the Licenses, the Permitted Title Exceptions and any other Contact set forth in Schedule 8.2, except to the extent such contracts, agreements and licenses are retained by Seller for the Seller's operations pursuant to the Leaseback Agreement from Buyer to Seller and which shall be terminated by Seller, at Seller's sole cost and expense, on or prior to the expiration of the Leaseback Agreement (including any extension thereof). Seller has delivered to Buyer true, correct and complete copies of all Contracts. Except for defaults cured on or before the date hereof, Seller has not received any written notice of default under the terms of any of the Contracts.

(l) Leases. (i) Exhibit D attached hereto contains a true, correct and complete list of the Leases and all amendments and modifications thereto and all guaranties thereof; (ii) Seller has not delivered any written notice to any tenant under any of the Leases alleging a default by any such tenant under such Lease, which remains uncured; (iii) Seller has not received any written notice from any tenant under any Lease, alleging a default by Seller, which remains uncured; (iv) Seller is not in default under any Lease and no event has occurred and circumstance exists that with the passage of time and/or the giving of notice, could result in a default by Seller under any Lease; (v) to Seller's knowledge, no party to any Lease other than Seller is in default under any Lease and no event has occurred and circumstance exists that with the passage of time and/or the giving of notice, could result in a default by a party other than Seller under any Lease; (v) Seller has no knowledge of any claims, offsets or defenses by any tenant under any Lease; (vi)

except as set forth on Exhibit D, there are no unpaid Leasing Costs or security deposits that are currently due to any party or could become due to any party upon the occurrence of an event or satisfaction of a condition pursuant to the terms of any Lease; and (vii) there are no occupancy rights, leases or tenancies affecting the Property other than pursuant to the Leases or the Permitted Title Exceptions;

(m) Third Party Rights. There are no rights of first refusal, rights of first offer, purchase options or similar rights to purchase or otherwise acquire the Property or any portion thereof or in any interest therein.

(n) Condemnation. Seller has no knowledge of any pending or threatened condemnation proceedings affecting all or any part of the Property, and Seller has not received any written notice that there is any pending or threatened condemnation of all or any part of the Property.

(o) Special Taxes. There are no pending or to the Seller's Knowledge, threatened general or special real property, personal property or other ad valorem taxes and/or assessments affecting all or any part of the Property.

(p) Employees. Buyer will not have any liability or obligation from and after the Closing with respect to any of Seller's employees engaged in the operation or maintenance of the Property. Except as otherwise set forth on Schedule 5.1 hereto, Seller is not a party to any collective bargaining agreement or any other labor union tract applicable to employee employed with respect to the Property.

(q) ERISA. Seller is not, and is not acting on behalf of, (a) an "employee benefit plan" (as defined in Section 3(3) of the Employment Retirement Income Security Act of 1974 ("**ERISA**")) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986 (the "**Code**") that is subject to Section 4975 of the Code (each of the foregoing a "**Plan**"), (c) an entity or account the assets of which constitute "plan assets" of one or more such Plans within the meaning of Department of Labor Regulation 29 CFR Section 2510.3-101, as modified by Section 3(42) of ERISA or (d) a "governmental plan" within the meaning of Section 3(32) of ERISA.

(r) Survival. The provisions of this Section 5.1 shall survive the Closing.

5.2 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as follows:

(a) Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware; is duly authorized to do business in and is in good standing in the state where the Real Property is located; and has all requisite power and authority to execute, deliver and perform this Agreement and each agreement and instrument to be executed and delivered by Buyer pursuant hereto.

(b) Due Authorization. The execution, delivery and performance by Buyer of this Agreement and each agreement and instrument to be executed and delivered by Buyer pursuant

hereto, and the taking by Buyer of the actions contemplated hereby and thereby, have been duly authorized by all necessary actions on the part of Buyer. This Agreement is, and each agreement and instrument to be executed and delivered by Buyer pursuant hereto will be, when so executed and delivered, a valid and binding obligation of Buyer enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors generally and general principles of equity.

(c) No Violation. The execution, delivery and performance by Buyer of this Agreement and each instrument and agreement to be executed and delivered by Buyer pursuant hereto and the consummation of the transactions contemplated hereby and thereby do not and will not (a) conflict with or violate any provision of Buyer's [Articles of Incorporation or Bylaws], (b) conflict with or violate Buyer's operating agreement, or (c) violate or breach any Order applicable to Buyer.

(d) Consents. Except as set forth on Schedule 5.2, no consent or approval from or filing with any Third Party is required in connection with the execution and performance by Buyer of this Agreement.

(e) OFAC. Neither Buyer, nor any of Buyer's Affiliates, nor, to the best of Buyer's knowledge, any director, officer, employee, agent, or representative of Buyer or Buyer's Affiliates, is a Prohibited Person.

(f) Survival. The provisions of this Section 5.2 shall survive the Closing.

ARTICLE VI
INSPECTIONS; DISCLAIMER OF WARRANTIES; "AS-IS, WHERE IS" CONVEYANCE

6.1 Inspections.

(a) Upon execution of this Agreement, Seller shall use commercially reasonable efforts to provide or make available to Buyer copies of the following documents and materials pertaining to the Property to the extent within Seller's possession (provided that if such documents and materials are publicly available online and Seller confirms the online location from which Buyer may obtain same, then Seller shall not be required to separately provide Buyer with a hard copy of same): (i) current title commitments/policies, title exceptions and ALTA surveys, relating to the Property reasonably requested by Buyer; (ii) all Phase I site investigation reports and surveys and/or testing for asbestos, lead-based paint and polychlorinated biphenyls (PCBs) in building materials regarding the Property conducted within the last ten (10) years; (iii) all final reports and material correspondence, notices and communications containing information not otherwise contained in the final reports sent to or received from Governmental Authorities within the last five (5) years regarding the Environmental Condition of the Property or any remediation and/or investigation at the Property; and (iv) copies of all other final reports and material correspondence, notices and communications containing information not otherwise contained in the final reports sent to or received from Third Parties within the last five (5) years (specifically excluding correspondence, notices and communications to or from Seller or its consultants or agents and Seller's insurance companies) regarding the Environmental Condition of the Property

(collectively, the "Due Diligence Materials"). Additionally, during the Examination Period, Buyer, its agents and designees, shall have the right to enter the Property, subject to the terms of this Agreement and any regulations governing all or portions of the Property (including, without limitation, TWIC regulations), for the purposes of inspecting the Property. Before entering the Property, Buyer shall give reasonable written notice to Seller's designated representative(s) of such entry upon the Property by Buyer (which notice may be by email or telephone) and Seller may have a representative present during any and all examinations, inspections and/or studies on the Property. Buyer shall have the unconditional right, for any reason or no reason, to terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Examination Period, in which event this Agreement shall become null and void, Buyer shall receive a refund of the Deposit, and all rights, liabilities and obligations of the parties under this Agreement shall expire, except as otherwise set forth herein (including the indemnity of the Buyer set forth above). If Buyer does not so terminate this Agreement prior to the expiration of the Examination Period, Buyer conclusively shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 6.1(a).

(b) It is specifically understood by the Parties that Buyer shall not be permitted to take samples of soil, groundwater or other water, air or building materials or conduct any Phase II or other invasive environmental, structural or other testing of any kind (including, without limitation, any subsurface drillings or inspections on the Real Property). Prior to the Closing, unless approved by Seller, which approval may be withheld in Seller's sole and absolute discretion, Buyer shall make no written or oral inquiries, requests, demands, or other solicitations of any Governmental Authorities for information concerning the Environmental Condition of the Property, except to the extent available solely through on-line resources without personal interaction.

(c) Buyer shall be responsible for and agrees to protect, defend, indemnify and hold Seller and the other Seller Indemnified Parties harmless from and against each and every Loss arising as a result (directly or indirectly) of activities conducted on or with respect to the Property (including, without limitation, any inspection, examination or survey of the Real Property) by Buyer or its representatives either prior to, on or after the Effective Date, including, without limitation, (i) any damages or injuries arising out of or resulting from any inspection of the Property by Buyer or its agents, and (ii) any mechanics' and materialmen's liens, in each case caused by Buyer or its representatives, provided, however, that, except as otherwise expressly set forth in this Agreement regarding obligations of the Parties after the Closing, the foregoing indemnification excludes: (i) all obligations and liabilities expressly retained by Seller pursuant to Article VII, (ii) Buyer's mere discovery of a pre-existing condition on the Property including the discovery of any Environmental Condition and the cost and expense of any Remediation of such discovered Environmental Condition as required by applicable law, (iii) the negligence or willful misconduct of Seller or any of the other Seller Indemnified Parties, or (iv) any diminution in value of the Property; and provided further that in no event shall Buyer be liable for indirect, consequential or punitive damages. The provisions of this Section 6.1(c) shall survive the Closing or any termination of this Agreement.

6.2 Disclaimers.

(a) Buyer hereby acknowledges that Seller and other Seller Indemnified Parties may have participated in assembling and distributing certain information and documentation in connection with the sale of the Property and Buyer further hereby acknowledges the Seller Indemnified Parties do not have complete knowledge of the physical or economic characteristics of the Property. Accordingly, Buyer acknowledges and affirms that, none of the Seller Indemnified Parties has made any warranty, guaranty or representation, express or implied, oral or written, past, present, or future, of, as to, or concerning (i) the quality, nature, adequacy, physical or financial condition or state of repair of the Property, including, without limitation, any condition arising in connection with the generation, use, transportation, storage, release, or disposal of Regulated Substances, on and under, above, upon, or in the vicinity of the Real Property such as water, soil and geology, and the suitability thereof and of the Property for any and all activities and use which Buyer may elect to conduct thereon; (ii) any right-of-way, lease, lien, encumbrance, easements, license, reservation, or condition relating to the Property; (iii) the compliance of the Property or its operation with any applicable laws, ordinances, rules and/or regulations of any Governmental Authority, including, without limitation, compliance with any land use, Americans with Disabilities Act, wetland, or zoning law or regulation, or applicable environmental or coastal laws, rules, ordinances and regulations; (iv) title to or the boundaries of all or any portion of the Real Property or any underlying fee simple estate; (v) the physical condition of the Property, including, without limitation, the structural, mechanical and engineering characteristics of the Improvements; (vi) the financial earning capacity or history or expense history of the operation of the Property; (vii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property; and (viii) whether the Real Property is located in a flood plain or a flood hazard boundary or similar area.

(b) THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE PROPERTY SHALL BE SOLD AND TRANSFERRED BY SELLER AND PURCHASED AND ACCEPTED BY BUYER "AS IS, WHERE IS," WITH ALL FAULTS KNOWN AND UNKNOWN, WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, DESIGN, OPERATION, CAPACITY OR OTHERWISE, THE PRESENCE OR ABSENCE OF CONDITIONS ON THE PROPERTY THAT COULD GIVE RISE TO A CLAIM FOR PERSONAL INJURY, PROPERTY OR NATURAL RESOURCE DAMAGES, THE PRESENCE OF REGULATED SUBSTANCES (AS DEFINED HEREIN) AT, ON, UNDER, OR ORIGINATING OR MIGRATING FROM THE PROPERTY, THE INCOME OR EXPENSES FROM OR OF THE PROPERTY, THE STATUS OF THE REGISTRATION OF THE TANKS, FIXTURES, STRUCTURES, AND ALL OTHER PERSONAL PROPERTY AND EQUIPMENT, OR THE CONDITION OF, THE MERCHANTABILITY OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE AFOREMENTIONED. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO OR RELATED TO BUYER'S INTENDED OR ACTUAL USE OF THE PROPERTY AFTER CLOSING. IN ADDITION, AND NOT BY WAY OF LIMITATION, SELLER MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY OR COMPLETENESS OF ANY FILES, RECORDS, DATA OR OTHER MATERIALS POSTED IN ANY DATA ROOM OR

OTHERWISE MADE AVAILABLE TO BUYER. BUYER'S USE OF SUCH MATERIALS WILL BE AT BUYER'S OWN RISK AND BUYER RELEASES SELLER AND ALL OTHER SELLER INDEMNIFIED PARTIES FROM ANY LOSS ARISING FROM, ASSOCIATED WITH, OR RELATED TO BUYER'S USE OF SUCH MATERIALS.

(c) WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR (1) SELLER'S REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, THE WARRANTY OF TITLE SET FORTH IN THE DEED, OR IN ANY OTHER DOCUMENT EXECUTED BY SELLER AT CLOSING, (2) ANY ACTS OF FRAUD BY SELLER OR (3) CLAIMS ASSERTED BY THIRD PARTIES RELATING TO THE PROPERTY FOR MATTERS ACCRUING OR ARISING PRIOR TO THE CLOSING DATE WHICH ARE EXPRESSLY RETAINED BY SELLER PURSUANT TO ARTICLE VII, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT BUYER HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST SELLER AND ANY OF THE OTHER SELLER INDEMNIFIED PARTIES WITH RESPECT TO (i) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (ii) BUYER'S ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF BUSINESS AT THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY, (iii) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, (iv) THE TAXES, ASSESSMENTS AND OTHER GOVERNMENTAL CHARGES NOW OR HEREAFTER ASSESSED AGAINST THE PROPERTY AND PAYABLE WITH RESPECT THERETO, (v) THE COMPLIANCE (OR NON-COMPLIANCE) OF THE PROPERTY WITH ANY APPLICABLE LEGAL REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL, LAND USE AND ZONING LAWS, RULES, REGULATIONS AND REQUIREMENTS AND (vi) ANY OTHER STATE OF FACTS WITH RESPECT TO THE PROPERTY.

(d) BUYER SPECIFICALLY ACKNOWLEDGES THAT IT UNDERSTANDS THE PROPERTY HAS BEEN USED FOR COMMERCIAL PURPOSES INCLUDING THE STORAGE, DISTRIBUTION AND MARKETING OF MOTOR FUELS, PETROLEUM, PETROLEUM-BASED PRODUCTS AND OTHER REGULATED SUBSTANCES (AS DEFINED HEREIN), AND THAT THE ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, THE SOIL AND SUB-SOIL OF THE REAL PROPERTY AND THE SOIL, AIR, LAND, GROUNDWATER AND WATER ON, UNDER, NEAR OR ADJACENT THERETO AND DRAINS, SEWERS, PIPES, WATER COURSES AND WATER TABLES AT, ON, UNDER OR IN THE VICINITY OF THE REAL PROPERTY MAY HAVE BEEN CONTAMINATED OR IMPACTED BY REGULATED SUBSTANCES (AS DEFINED HEREIN).

6.3 Septic System. Without limitation of any of the foregoing provisions of this Article VI, Buyer acknowledges that the Title V Regulations are applicable to the Real Property. Buyer further acknowledges that Seller makes no representations or warranties as to the condition of the septic system or Seller's compliance with the Title V Regulations, and, by execution of this Agreement, Buyer accepts the condition of the septic system "AS-IS," pursuant to all the

provisions of Section 6.1 and Section 6.2 hereof. Upon the Closing, Buyer assumes all responsibilities to comply with the Title V Regulations. Buyer indemnifies and holds the Seller Indemnified Parties harmless from and against any and all Losses arising or resulting from Buyer's failure to comply with Buyer's obligations under this Section 6.3.

6.4 Survival. The provisions of this Article VI shall survive the Closing.

ARTICLE VII
ENVIRONMENTAL

7.1 Environmental Documents. Buyer acknowledges that Seller has made Environmental Documents available for review by Buyer and that Buyer and/or its Authorized Representatives have reviewed or had an opportunity to review such Environmental Documents. Buyer further acknowledges that pursuant to Section 6.1, Buyer shall not contact any third parties regarding Buyer's review and inspection of any Environmental Documents, including, without limitation, undertaking any in person review at DEP or making any inquiry to DEP or any other Governmental Authority without Seller's approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any contact with third parties regarding the Property shall be coordinated between the Parties.

7.2 Seller's Retained Environmental Liabilities. Seller shall retain and be solely responsible for the following matters (collectively, the "Retained Environmental Liabilities"): (a) Environmental Liabilities in connection with Seller's Off-Site Disposal Activities; (b) Governmental Environmental Enforcement Actions for violations of Environmental Law occurring on or prior to the Closing Date (other than costs related to Remediation Activities resulting therefrom); (c) any Third Party Environmental Claim arising from any Release on, at, under or from the Property occurring on or before the Closing Date, (d) claims for contribution to or reimbursement of costs incurred on or before the Closing Date by any Third Party for Remediation Activities; and (e) claims for Natural Resource Damages arising from any Release on, at, under or from the Property occurring on or before the Closing Date. The provisions of this Section 7.2 will survive the Closing.

7.3 Buyer's Assumed Environmental Liabilities. Except for Seller's Retained Environmental Liabilities, Buyer shall assume and be solely responsible for all Environmental Liabilities relating to or arising out of the Property, whether existing or asserted before, on, or after the Closing Date, whether known or unknown, whether based on past, present, or future conditions or events, including, without limitation, undertaking such Remediation Activities of every Environmental Condition (including all claims for contribution or reimbursement of costs incurred after the Closing Date by any Third Party for Remediation Activities of an Environmental Condition) as may be required by applicable laws, regulations, or government orders in effect at any time and from time to time (the "Assumed Environmental Liabilities"). In regard to any Assumed Environmental Liabilities, Buyer and Seller agree to execute and deliver to the applicable Governmental Authorities the Joint Letter Transferring Responsibility for Remediation Activities, substantially in the form of Exhibit N, including, without limitation, a notice of transfer pursuant to the Massachusetts Contingency Plan (310 CMR 40.0000 *et seq.*).

7.4 Buyer's Release of Seller for Environmental Liabilities. Except for Seller's Retained Environmental Liabilities, Buyer, in consideration of the Purchase Price, hereby unconditionally, completely and forever releases and discharges Seller, its Affiliates, their respective subsidiaries and parent companies and all of Seller's Affiliates, including, without limitation, Global REVCO Dock, L.L.C., Global REVCO Terminal, L.L.C., Global South Terminal, L.L.C., and Global Petroleum Corp., and their respective officers, directors, stockholders, members, partners, managers, employees, contractors, agents, representatives, successors and assigns (the "Seller Indemnified Parties"), from all Environmental Liabilities. On the Closing Date, Buyer shall unconditionally, completely, and forever discharge the Seller Indemnified Parties from any obligation to perform or ensure the performance of any Remediation Activities under this Agreement (but excluding any Remediation Activities related to Seller's Retained Environmental Liabilities). On the Closing Date, Buyer shall execute and deliver to Seller the Release Agreement, substantially in the form of Exhibit L.

7.5 Seller's Access to the Property.

(a) Upon request by Seller following the Closing, in connection with any request or demand from any Governmental Authority or as necessary to address any Seller's Retained Environmental Liabilities, Buyer shall, at no cost or expense to Seller, permit Seller, its Affiliates, and its Authorized Representatives reasonable access to the Property under the conditions described in Section 5 of the Deed attached as Exhibit E to the extent such access does not unreasonably interfere with Buyer's development activities at the Property. Seller will make reasonable efforts to minimize impacts on Buyer's operations in connection therewith. Buyer's obligations under this Section 7.5(a) will survive the Closing.

(b) Upon written request by Seller, in connection with any request or demand to Seller from any Governmental Authority or in response to any Third Party Environmental Claim, Buyer shall, at no cost or expense to Seller, provide Seller with copies of all reports, correspondence, written notices and communications sent or received from Governmental Authorities regarding any remediation and/or investigation at the Property and copies of all other reports, correspondence, written notices and communications sent to or received from Third Parties concerning conditions that would be reasonably likely to obligate (financially or otherwise) Seller.

7.6 Other Environmental Issues, Restrictions, Covenants and Agreements.

(a) Buyer acknowledges that the Property has been used for the storage, disposal, sale, and transfer of petroleum products and other Regulated Substances, and Seller hereby advises Buyer that (i) releases of such products at or under the Real Property and into the soil, air and/or groundwater may have occurred from time to time in the past; (ii) releases of other Regulated Substances at or under the Real Property and into the soil, air and/or groundwater may have occurred from time to time in the past; and (iii) the Real Property may have known and unknown contaminated subsurface conditions. Any warranty, covenant or provision in the Deed from Seller to Buyer with respect to the Real Property does not, nor will it be deemed to, extend or apply to any release or presence of petroleum products or other Regulated Substances on, in, under, or about the Real Property including, without limitation, the surface area, size, and location

of such Regulated Substances and/or the description of the types of Regulated Substances contained therein.

(b) As part of the consideration for the sale of the Property, Buyer, for itself, its successors and permitted assigns, and for any tenant, transferee or any other party claiming by, through or under Buyer, covenants and agrees that neither the Property, nor any part thereof shall at any time be used for any of the following specifically listed facilities or uses, or any similar facility or use: (1) any residential use, (2) any purpose that would constitute a "Permitted Use" under any of the "residence" or "residential" zones, districts, or classifications set forth in any applicable municipal, county or state zoning laws in effect on the date of the Deed, (3) any school or other educational facility, (4) any group day-care center, child care center, nursery, nursing home, rehabilitation or convalescent facility or other facility which is intended to house or provide care for children, the elderly or the infirm, (5) any playground or recreational park, (6) any health care clinic, hospital or other medical facility, (7) any place of worship or (8) any agricultural use. In addition to the foregoing, Buyer agrees that neither the Property, nor any part thereof, shall at any time be used as a bulk storage and distribution terminal for motor fuels, petroleum, petroleum-based products and other Regulated Substances (as defined herein).

In addition, Buyer agrees that it will not at any time construct or install (i) any water wells for drinking or food processing; (ii) underground storage space; (iii) underground utility space; (iv) additional underground utility conduits (vapor tight utility conduits are permitted); or (v) basements or any underground living, working or parking space (collectively, including the provisions of the immediately preceding paragraph, the "Use Restrictions"). Any water wells found on the Real Property by Buyer will be plugged in accordance with state or local regulations. Buyer also agrees to implement and maintain any institutional controls on the Real Property that either are or may be required by any Governmental Authorities following Closing.

Buyer covenants and agrees with Seller that if, at the Effective Date, the applicable "as of right" zoning use of the Property does not include any residential use, Buyer and its successors and assigns, subsequent owners, users, and occupiers of the Real Property, including, without limitation, all successors, lessees, assignees, and licensees, will not at any time thereafter seek to or cause any application to be made to the relevant local Governmental Authorities to amend the zoning of the Real Property to a use which includes any residential use whether on an "as of right" basis or on any other basis whatsoever, nor seek to take advantage of any non-conforming use rights or exceptions to use, including, without limitation, special or conditional use permits or use variances (collectively, the "Covenant Against Residential Use").

If Buyer (or any Affiliate of Buyer) itself breaches, or is alleged to have breached, the provisions of the Use Restrictions or the Covenant Against Residential Use, then Seller shall have the right to enforce every remedy, either public or private, available at law or in equity, including, without limitation, injunctive relief, against Buyer. If any of Buyer's successors or assigns (other than any Affiliate of Buyer), or any subsequent licensee, lessee, assignee, successor, owner, user or occupier of the Real Property, or any portion thereof (other than any Affiliate of Buyer) breaches, or is alleged to have breached the provisions regarding Use Restrictions or the Covenant Against Residential Use, then Buyer shall use commercially reasonable efforts to cooperate with Seller, upon Seller's written request and at Seller's sole cost and expense, should Seller elect to

enforce any of its rights pursuant to the preceding sentence against any entity or person other than Buyer or any Affiliate of Buyer. All remedies provided herein, including, without limitation, those at law or in equity, shall be cumulative and not exclusive. Each and every licensee, lessee, assignee, successor, owner, user, and occupier of the Real Property, or any portion thereof, shall take the Property subject to the terms of this Agreement and the Use Restrictions and the Covenant Against Residential Use.

(c) Buyer agrees and acknowledges that the conveyance of the Property is subject to the following covenants and that in developing the Property, Buyer shall, at its sole cost and expense, adopt and use all engineering and related technical assistance commercially reasonable for the uses permitted by this Agreement and any required by any Governmental Authority or Seller to protect the health and safety of persons and that, depending upon the nature of Buyer's development of the Property, Buyer may need to consider the use of engineering controls to prevent the migration of vapors and/or liquids containing Regulated Substances into any Improvements now or hereafter located on the Land, underground utilities or stormwater retention/detention ponds, including, without limitation, vapor installation systems, vapor barriers, sealed sumps and storm pond liners. At a minimum, Buyer agrees that it will construct any buildings and develop the Property in accordance with the following requirements, which are collectively referred to as the "Engineering and Institutional Controls":

(i) Slab on Grade. Buyer agrees that all buildings constructed on the Property shall be constructed slab on grade and shall have no living, working, storage or parking areas below grade. Notwithstanding the foregoing, below-grade utilities and foundations are permitted, provided that Buyer protects them from vapor or liquid intrusion by installing an appropriate vapor/liquid barrier and vapor ventilation system, if required.

(ii) No Water Wells. Buyer agrees that it will never use the Real Property for the purpose of obtaining from beneath the surface of the Real Property any water for any reason whatsoever from any groundwater table or similar water basin accessed from the Real Property, except for Buyer's testing in connection with Buyer's Remediation Activities.

(iii) Cessation of Use of Existing Wells. Buyer agrees that any existing bore-water or groundwater wells located on the Real Property used for the purposes of obtaining water from beneath the surface of the Real Property will be capped, disabled, and sealed (except for Buyer's testing in connection with Buyer's Remediation Activities) in accordance with all applicable Environmental Laws and industry standards and will not be re-opened and used at any time and must remain capped, disabled and sealed.

(iv) Vapor Ventilation System. Buyer agrees that if, at any time, the Property is used for below-grade activities other than simple storage with no residential use, Buyer will install, at its sole cost and expense, into any below-ground areas of the development an appropriate vapor ventilation system. Such vapor ventilation system shall be installed by a licensed contractor experienced in the installation of such systems. In addition, Buyer shall operate and maintain the vapor ventilation system to ensure that the system extracts appropriate levels of vapors so that all applicable indoor air quality standards are met. Buyer shall annually test the air quality and the system to ensure the system is adequately extracting the appropriate levels of

vapors to meet applicable indoor air quality standards. Such installation shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(v) Impervious Liner. Buyer agrees that, if at any time after the Closing Date, a new building foundation is installed on the Real Property ("New Foundation"), prior to commencing any construction related to the New Foundation, Buyer, at its sole cost and expense, shall install a liner under the New Foundation to act as a reasonably effective vapor barrier or equivalent LSP approved vapor barrier system. Unless required by a Governmental Authority in connection with Remediation Activities, Buyer shall not be required to retrofit or install an impervious liner under the existing building foundation supporting the existing building on the Real Property as of the Closing Date ("Existing Foundation"). If, however, after the date of Closing, the Existing Foundation is demolished and a New Foundation is installed to replace it, then Buyer will be responsible for installing an effective vapor barrier. Such liner shall be installed by a licensed contractor experienced in the installation of such liners. In addition, Buyer shall maintain the liner so that it remains as an effective barrier. The liner shall be of the appropriate strength and quality and be resistant to hydrocarbons and shall be installed at an appropriate level beneath ground level. Such installation and maintenance of the liner shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(vi) Other Engineering and Institutional Controls. Buyer agrees to take appropriate actions to implement such other Engineering and Institutional Controls to the Property as may be required by the Governmental Authorities, Environmental Laws, or other applicable laws, rules and regulations and/or recommendations by Buyer's remediation contractor or any subsequent remediation contractor.

(d) Buyer agrees that the Use Restrictions, the Covenant Against Residential Use, and the covenants and agreements regarding the Engineering and Institutional Controls shall survive the Closing, shall run with the land, and shall be inserted in the Deed in substantially the form set forth in Exhibit E to be delivered at the Closing or as a separate instrument to be recorded at the Closing; and that these restrictions, covenants and agreements shall be inserted in any future deed, lease or other instrument conveying or demising or otherwise transferring the Property or any part thereof or interest therein, direct or indirect. Buyer further agrees that Buyer shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or interest therein, direct or indirect, or enter into any lease, license or right to occupy or use the Property or any part thereof or interest therein, direct or indirect, without first providing notice to the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, of these Use Restrictions and the Covenant Against Residential Use upon any subsequent purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property; provided, however, Seller acknowledges and agrees that Buyer shall not be required to provide notice to any such party(ies) if such Use Restrictions and the Covenant Against Residential Use are contained in the Deed and/or any other instrument recorded against the Property. Furthermore, Buyer for itself, and to the extent permitted by applicable law, its successors and permitted assigns, agrees to execute any documents reasonably

required by any Governmental Authority having jurisdiction over the Property that are consistent with such Use Restrictions and the Covenant Against Residential Use.

(e) If Buyer (or any Affiliate of Buyer) itself breaches, or is alleged to have breached, the provisions of the Engineering and Institutional Controls, then Seller shall have the right to enforce every remedy, either public or private, available at law or in equity, including, without limitation, injunctive relief, against Buyer. If any of Buyer's successors or assigns (other than any Affiliate of Buyer), or any subsequent licensee, lessee, assignee, successor, owner, user or occupier of the Real Property, or any portion thereof (other than any Affiliate of Buyer) breaches, or is alleged to have breached the provisions regarding Engineering and Institutional Controls, then Buyer shall use commercially reasonable efforts to cooperate with Seller, upon Seller's written request and at Seller's sole cost and expense, should Seller elect to enforce any of its rights pursuant to the preceding sentence against any entity or person other than Buyer or any Affiliate of Buyer. All remedies provided herein, including, without limitation, those at law or in equity, shall be cumulative and not exclusive.

(f) If the Closing does not occur within the time required by this Agreement, or upon the earlier termination of this Agreement, in each case, other than as a result of Seller's default under this Agreement, then upon Seller's written request, Buyer shall promptly deliver to Seller, destroy or permanently delete copies (whether written or electronic) that are in Buyer's or its Authorized Representatives' possession or control of the information, reports, or materials, including specifically those concerning the environmental or other condition of the Property, together with all information, reports, or material furnished to Buyer by Seller, provided that Buyer may elect to destroy copies of such information, reports or materials furnished by Seller.

(g) Seller's responsibilities in this Article VII shall inure to the benefit of Buyer solely and do not transfer to Buyer's heirs, successors or assigns. Seller may, in its sole and absolute discretion, agree to the transfer and assignment of Seller's responsibilities in this Article VII to any tenant or subsequent buyer, which agreement shall only be effective if provided in writing by Seller.

(h) Except for those Environmental Permits or Orders otherwise necessary for Seller's continued operations under the Leaseback Agreement, Seller shall terminate the Environmental Permits or Orders listed in Schedule 7.6 under applicable Environmental Laws. With respect to any Environmental Permits or Orders issued under applicable Environmental Laws prior to the Closing Date related to Buyer's obligations for Remediation Activities, within ten (10) calendar days after the Closing Date, Seller and Buyer shall submit a joint letter to each applicable Governmental Authority acknowledging that Buyer is assuming the obligations of Seller under such Order and/or Remediation Activities, such letter to be substantially in the form of Exhibit N. Along with the joint letter and with respect to obligations for Remediation Activities set forth in such joint letter that Buyer is assuming, Buyer shall also execute and deliver at Closing to Seller the Release Agreement, substantially in the form of Exhibit L.

(i) With respect to the Stormwater Management System, including, without limitation, all piping, catch basins, outfalls, oil water separators or other facilities that convey stormwater at or from the Property (collectively, the "Stormwater Management System"), except

as otherwise necessary for Seller's continued operations under the Leaseback Agreement, Buyer acknowledges that Seller will terminate effective as of the Closing Date the National Pollution Discharge Elimination System ("NPDES") Permits applicable to the Property listed in Schedule 7.6, and that beginning on the Closing Date, Buyer shall be responsible for the Stormwater Management System and any discharge therefrom, and for obtaining any necessary NPDES Permit for operation and maintenance of the Stormwater Management System. In regard to any Environmental Liabilities arising from the Buyer's operation of the Stormwater Management System, Buyer shall also execute and deliver to Seller the Release Agreement, substantially in the form of Exhibit L.

(j) Seller shall be responsible for all filing costs and administrative expenses associated with the termination of any Environmental Permits or Orders listed in Schedule 7.6 pursuant to this Agreement. Buyer, however, shall be solely responsible for all costs and expenses relating to or arising out of any issuance, reissuance or change in the terms and conditions of any Environmental Permits and Orders to Buyer.

(k) Seller shall be responsible for the filing of any post-Closing reports or notices required by any Governmental Authority for the Environmental Permits or Orders listed in Schedule 7.6 regardless of whether the reporting period began or occurred prior to the Closing Date.

(l) From and after the Closing Date, Buyer shall be solely responsible for the filing of any post-Closing reports or notices required by any Governmental Authority arising out of any issuance, reissuance or change in the terms and conditions of any Environmental Permits and Orders, regardless of whether the reporting period began or occurred prior to the Closing Date (as long as the required submission deadline for such reports or notices is not prior to the Closing Date).

7.7 Tank, Piping and Conveyance Cleaning. Prior to Closing Seller shall (i) remove all Regulated Substances from the tanks (other than those tanks located on the Premises (as defined in the Leaseback Agreement), which tanks shall be cleaned and from which all Regulated Substances shall be removed in accordance with this Section 7.7 prior to the expiration of the Cleaning Period (as defined in the Leaseback Agreement), subject to any holdover grace periods thereunder) and (ii) use commercially reasonable efforts consistent with industry standards to remove all Regulated Substances from the piping, conveyances and appurtenances on the Property which are known to Seller or are otherwise discovered by Seller in the process of undertaking the cleaning obligations set forth in this Section 7.7 (other than piping, conveyances and appurtenances located on the Premises or any appurtenances in connection therewith as described in the Leaseback Agreement; it being understood that Seller shall use commercially reasonable efforts consistent with industry standards to remove all Regulated Substances from such piping, conveyances and appurtenances in accordance with this Section 7.7 prior to the expiration of the Cleaning Period, subject to any holdover grace periods thereunder), in each case as more particularly described in this Section 7.7 and remove all such materials from the Property. After the Regulated Substances have been removed from the tanks on the Property, the tanks shall be cleaned as required by any Governmental Authorities and in accordance with all Environmental Laws and industry standards, and Seller shall have received a gas free certification

from a tank inspector certified pursuant to API Standard 653 in connection therewith. After the removal of all Regulated Substances from the piping, conveyances and appurtenances on the Property as described above, Seller shall cause all such lines to be fully drained, flushed and air gapped as required by any Governmental Authorities and in accordance with all Environmental Laws and industry standards. Notwithstanding anything contained herein to the contrary, Buyer shall have the right to have a representative present during all of Seller's activities undertaken pursuant to this Section 7.7.

7.8 Survival. The provisions of Article VII shall survive the Closing. Buyer's obligations under this Article VII shall be covenants running with the land and shall not be terminated by any transfer, including, without limitation, the lease or sale or other transfer of all or a portion of the Property or any interest therein, direct or indirect, and such obligations shall be incorporated into any deed, lease or other instrument conveying or demising or otherwise transferring the Property or any part thereof or interest therein, direct or indirect, and any tenant or subsequent buyer or transferee shall also be required to fulfill all obligations of Buyer set forth in this Article VII. In no event shall Buyer's obligations under this Article VII terminate upon the lease or sale or other transfer of all or a portion of the Property or any interest therein, direct or indirect.

ARTICLE VIII
CONDITIONS PRECEDENT TO CLOSING

8.1 Obligation of Buyer to Close. The obligation of Buyer to consummate the purchase of the Property on the Closing Date is subject to (i) the satisfaction of the following conditions on or prior to the Closing Date and/or (ii) Buyer's written waiver of any such conditions as remain unsatisfied as of the Closing Date:

(a) Accuracy of Representations. All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects as of the Effective Date and as of the Closing Date;

(b) No Default. Seller shall have complied in all material respects with each covenant and agreement to be performed by Seller under this Agreement by or on the Closing Date;

(c) Agreements. Seller shall have executed, or is prepared to execute or cause the execution of simultaneously with Closing, all documents and agreements provided for in this Agreement, including the documents and agreements listed in Sections 4.2 and 4.4;

(d) Defects in Title. Any un-permitted Title Objections shall be resolved in accordance with the provisions of Section 11.3, and Buyer shall not have terminated this Agreement under Section 11.3;

(e) No Termination. Buyer shall not have terminated this Agreement under Section 13.2 or otherwise as permitted in this Agreement and Seller shall not have terminated this Agreement under Section 14.1(a) or otherwise as permitted in this Agreement;

(f) Seller's Deliveries. Buyer shall have received all of Seller's Deliveries under Section 4.2.

(g) Title Policy. Buyer shall receive from the Title Company irrevocable and unconditional commitment to issue the Title Policy, dated, or updated to, the date of the Closing, insuring, or committing to insure, at its ordinary premium rates, Buyer's good and marketable title in fee simple to the Real Property and otherwise in such form and with such endorsements as provided in the title commitment approved by Buyer and subject only to the Permitted Title Exceptions

(h) Tank, Piping and Conveyance Cleaning. Seller shall have complied with the requirements of Section 7.7, unless Buyer consents to and Buyer and Seller enter into a separate written agreement for Seller to perform such work within ninety (90) days after the Closing Date at Seller's sole cost and expense. In such an event, Seller shall be responsible for continuing any necessary Environmental Permits for such activities, and shall remain liable for compliance with such permits.

8.2 Obligation of Seller to Close. The obligation of Seller to consummate the sale of the Property on the Closing Date shall be subject to (i) the satisfaction of the following conditions on or prior to the Closing Date and/or (ii) Seller's written waiver of any such conditions as remain unsatisfied as of the Closing Date:

(a) Accuracy of Representations. All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects as of the Effective Date and as of the Closing Date;

(b) No Default. Buyer shall have complied in all material respects with each covenant and agreement to be performed by Buyer under this Agreement by or on the Closing Date;

(c) Agreements. Buyer shall have executed and delivered to the Title Company all documents and agreements provided for in this Agreement to be signed by Buyer, including the documents and agreements listed in Sections 4.3 and 4.4;

(d) Approval under the Government Contracts. Seller shall have received approval from the applicable Governmental Authorities under the Government Contracts to allow the storage of gasoline and heating oil to be situated at another location other than the Property and/or within that portion of the Property subject to the Leaseback Agreement, such approval to be on terms reasonably satisfactory to Seller. Seller covenants and agrees to at all times use good faith and commercially reasonable efforts to obtain such approval as soon as possible following the Effective Date;

(e) Environmental Insurance. Pursuant to Section 9.4, Buyer shall have purchased an insurance policy for Seller's benefit consistent with the pro forma policy attached here as Schedule 9.4.

(f) No Termination. Buyer shall not have terminated this Agreement under Section 13.2 or otherwise as permitted in this Agreement and Seller shall not have terminated this Agreement as permitted in this Agreement.

8.3 Delay of Closing. If any condition(s) of Closing benefitting a Party (the "Delaying Party") set forth in this Article VIII should not be satisfied as of the Closing Date as contemplated by Section 4.1, the Delaying Party, without prejudice to any other of its rights or remedies under this Agreement, by notice given to the other Party at least five (5) days prior to the Closing Date, may elect to delay Closing under this Agreement for up to thirty (30) calendar days to provide additional time for the outstanding condition(s) to be satisfied, during which time the Parties shall cooperate in good faith and exercise such diligent efforts as may be reasonably required to facilitate satisfaction of the subject outstanding condition(s); provided, however, with respect to the conditions set forth in Section 8.1(h), Seller may elect to delay Closing by thirty (30) days up to four (4) times to address Seller's Cleaning Obligations; provided, further, with respect to the condition set forth in Section 8.2(d), Buyer may elect to delay Closing by up to one hundred eighty (180) days in order to permit Seller to receive the necessary approvals under the Government Contracts.

ARTICLE IX
INDEMNIFICATION AND INSURANCE

9.1 Indemnification By Seller.

(a) General Indemnity. From and after the Closing Date, in addition to all other obligations of Seller to Buyer set forth in this Agreement, Seller shall indemnify, defend and hold harmless Buyer and its directors, officers, stockholders, members, partners, managers, contractors, agents, employees, representatives and successors and assigns (the "Buyer Indemnified Parties") from and against any Loss resulting from, related to, or arising out of the breach by Seller of any representation or warranty contained in Section 5.1 of this Agreement or any Seller covenant under this Agreement, which indemnification obligation shall survive the Closing; provided, however, that Seller shall have no indemnification obligation for any such Loss if Seller has not received written notice of an alleged breach from Buyer within six (6) months following the Closing Date. In no event shall Seller be liable for any Loss until all Losses exceed One Hundred Thousand and No/100 Dollars ($100,000.00) (the "Basket"), which Basket shall not be a deductible and Seller shall be responsible for the entire amount of any Loss that exceeds the Basket; and Seller's maximum aggregate liability for all Losses shall in no event exceed One Million and No/100 Dollars ($1,000,000.00) (the "Cap"), provided that neither the Basket or the Cap shall apply to the indemnity obligations related to brokerage commissions set forth in Section 12.1, the closing adjustments set forth in Section 12.2 or Seller's fraud.

(b) Environmental Indemnity. From and after the Closing Date, Seller shall indemnify, hold harmless and defend the Buyer Indemnified Parties from and against any Damages and Proceedings asserted against or incurred by Buyer relating to or arising out of the Retained Environmental Liabilities; provided, however, that:

(i) Seller shall have no liability, indemnity or defense obligation for any Damages and Proceedings asserted against or incurred by Buyer relating to or arising out of such

Retained Environmental Liabilities for which Seller has not received timely Reasonable Written Notification from Buyer;

(ii) Seller shall have no liability, indemnity or defense obligation for any Damages or Proceedings (including bodily injury or property damages) asserted against or incurred by Buyer subsequent to any change in all or any part of the Property to a use in violation of Use Restrictions that results in the Damages or Proceedings for which Buyer is seeking defense and indemnification;

(iii) Buyer shall make available all relevant existing information that, based on information and belief formed after reasonable inquiry, is known by Buyer to be in the possession or control of Buyer and provide timely, reasonable access to all personnel of Buyer with knowledge of relevant facts, and shall cooperate in all reasonable respects with Seller in connection with Seller's defense of any Retained Environmental Liability, Third Party Environmental Claim or Governmental Environmental Enforcement Action under this Section 9.1(b). Seller shall have no liability, indemnity or defense obligation for any Damages and Proceedings asserted against or incurred by Buyer relating to or arising out of such Third Party Environmental Claim or Governmental Environmental Enforcement Action if Buyer unreasonably denies Seller such access and such denial materially impacts Seller's ability to defend Third Party Environmental Claim or Governmental Environmental Enforcement Action; and

(iv) To the extent any Third Party Environmental Claim or Governmental Environmental Enforcement Action relates to events or conditions occurring both prior to and after the Closing Date, then Seller's indemnification and defense obligations for such Third Party Environmental Claim or Governmental Environmental Enforcement Action shall not exceed that portion of the Damages and Proceedings attributable to events or conditions occurring prior to the Closing Date and will not include any attorney's fees or professional fees incurred by Buyer in connection with that part of the Third Party Environmental Claim or Governmental Environmental Enforcement Action attributable to events or circumstances occurring after the Closing. Nothing herein is intended to modify or expand Seller's Retained Environmental Liabilities under Section 7.2.

9.2 Indemnification By Buyer.

(a) General Indemnity From and after the Closing Date, in addition to all other obligations of Buyer to Seller set forth in this Agreement, Buyer shall indemnify, defend and hold harmless the Seller Indemnified Parties from and against any Loss resulting from, related to, or arising out of:

(i) The breach by Buyer or any Affiliate of Buyer (or any shareholder, officer, director, employee of Buyer or such Affiliate) of any representation or warranty contained in this Agreement, which indemnification obligation shall survive the Closing; provided, however, that Buyer shall have no indemnification obligation for any such Loss under this Section 9.2(a) if Buyer has not received a claim from Seller (specifying in reasonable detail the basis for such Loss) within nine (9) months following the Closing Date.

(b) Environmental Indemnity. From and after the Closing Date, Buyer shall indemnify, hold harmless and defend the Seller Indemnified Parties from and against any Damages and Proceedings asserted against or incurred by Seller relating to or arising out of the Assumed Environmental Liabilities, including:

(i) Any Environmental Liabilities, except for Seller's Retained Environmental Liabilities;

(ii) Remediation of any Environmental Condition at the Property or any portion thereof or any areas Off-Site occurring before, on or after the Closing Date;

(iii) Any Off-Site Disposal Activities or Off-Site Remediation Activities resulting from the ownership or operation of the Property, or any portion thereof, on or after the Closing Date;

(iv) Any Third Party Environmental Claim or Governmental Environmental Enforcement Action related to or arising out of the ownership or operation of the Property, or any portion thereof, after the Closing Date; and

(v) Failure to comply with any permit, Order, Activity and Use Limitation, Use Restriction, Covenant Against Residential Use, or Engineering and Institutional Controls, unless modified by Buyer pursuant to the applicable Environmental Laws, affecting the Real Property.

(vi) Any claims for bodily injury or property damage, including any diminution in value, arising out of any modification of any Activity and Use Limitation, Covenant Against Residential Use, or Engineering and Institutional Controls, affecting the Real Property.

Buyer's indemnity obligations under this Section 9.2(b) will be set forth in the Deed, will be a covenant running with the land, and will bind the successors, heirs and assigns of Buyer.

9.3 Procedures.

(a) Notice and Tender. In the event that any Party receives actual notice giving rise to a right of indemnification of such Party under this Agreement (the "Indemnitee"), such Indemnitee shall, within ten (10) Business Days after receipt of such notice, give written notice thereof to the other Party hereto responsible for such indemnification (the "Indemnitor") setting forth the facts and circumstances giving rise to such claim for indemnification and shall tender the defense of such claim to the Indemnitor. If the Indemnitee fails to give such notice and tender such defense within such ten (10) Business Day period, the Indemnitee shall be solely responsible for any Loss with respect to such claim to the extent the Loss is attributable to such failure; but failure to give such notice and tender such defense within such ten (10) Business Day period shall not result in a forfeiture or waiver of any rights to indemnification for any Loss with respect to such claim to the extent the Loss is not attributable in any material respects to such failure.

(b) Defense of Claims The Indemnitor shall select (subject to the Indemnitee's reasonable approval) the attorneys to defend any matter subject to indemnification and/or taking

all actions necessary or appropriate to resolve, defend, and/or settle such matters, and shall be entitled to contest, on its own behalf and on the Indemnitee's behalf, the existence or amount of any obligation, cost, expense, debt or liability giving rise to such claim. Nothing in this Section 9.3(b) should be construed as prohibiting the Indemnitee from participating in the defense (which may include hiring its own counsel) in any matter subject to indemnification, as long as the Indemnitee does so at its own expense. The Indemnitor shall keep the Indemnitee fully and timely informed as to actions taken on such matters. The Indemnitee shall cooperate fully with the Indemnitor and its counsel and shall provide them reasonable access to the Indemnitee's employees, consultants, agents, attorneys, accountants, and files to the extent necessary or appropriate to defend or resolve the matter, the Indemnitor reimbursing the Indemnitee with respect to the cost of any such access. With respect to any matter for which a Party has an indemnification and/or defense obligation under this Agreement, the Parties shall maintain a joint defense privilege, where applicable, in connection with such matters for the Party's post-Closing communications and those of their respective Affiliates and Authorized Representatives, which post-Closing communications concern the matters subject to such indemnification and/or defense obligation.

9.4 Required Insurance. Buyer shall purchase for Seller's benefit an environmental insurance policy consistent with the pro forma policy attached here as Schedule 9.4.

9.5 Survival. The provisions of this Article IX shall survive the Closing or the termination of this Agreement.

ARTICLE X
SURVIVAL

10.1 General. The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those which are herein specifically stated to survive the Closing and the provisions of Sections 14.11, 14.12, 14.13, 14.19 and 14.21.

10.2 Further Assurance. Notwithstanding the foregoing, from time to time after Closing, Seller and Buyer shall, upon request of the other and without further consideration, execute, acknowledge and deliver such further instruments of transfer, conveyance or assumption and such other documents as Seller or Buyer may reasonably request more effectively to vest in Buyer the right and title to, interest in and enjoyment of, the Property or to carry out the transactions and agreements contemplated by this Agreement.

ARTICLE XI
TITLE COMMITMENT; SURVEY; RISK OF LOSS

11.1 Title Insurance. Buyer will obtain and pay the premium for a standard title insurance policy issued by the Title Company in an amount equal to the portion of the Purchase Price that is allocated to the Real Property, naming Buyer as the proposed insured. Any abstracting, title certification, and charges for title examination will be at Buyer's expense. Buyer shall cause the Title Company to deliver to Buyer, with a copy to Seller, a title commitment

setting forth the status of title to the Real Property on or before the thirtieth (30th) day following the Effective Date (the "Title Commitment").

11.2 Survey. Buyer shall cause to be prepared at its expense a current ALTA land title survey of the Real Property (the "Survey"), by a duly licensed land surveyor and professional engineer satisfactory to the Title Company. The Survey shall be completed within thirty (30) days after the Effective Date. Upon completion of the Survey, Buyer shall deliver promptly three (3) prints thereof to Seller and at least one (1) print to the Title Company. The Survey will (i) show the location of all streets, roads, railroads, creeks or other water courses, fences, easements, rights-of-way and other encumbrances or encroachments on or adjacent to the Real Property, including all of the title matters shown on the Title Commitment and (ii) set forth a certified legal description of the Real Property.

11.3 Title Defects. Buyer shall have five (5) Business Days from Buyer's receipt of the Title Commitment and Survey (the "Title Objection Period") to notify Seller in writing (the "Title Objection Notice") of any matter that, in the reasonable judgment of Buyer, constitutes a Material Defect (as defined below) in the condition of title as reflected in the Title Commitment or Survey. As used herein, the term "Material Defect" shall mean (i) any mortgage or deed of trust granted by Seller, (ii) any judgment, mechanics' and materialmen's lien filed against Seller, (iii) any tax lien or other monetary lien filed against Seller, or (iv) any encumbrance or any condition shown on the Survey that prohibits or materially interferes with the use of the Real Property as permitted by this Agreement. Material Defects shall not include the Permitted Title Exceptions or any matter in compliance with a title or practice standard of REBA. If, and to the extent that Seller agrees with Buyer that any matter identified in a Title Objection Notice delivered to Seller prior to the expiration of the Title Objection Period constitutes a Material Defect, then Seller shall have the option, but not the obligation, at Seller's sole cost and expense, to cure or remove such Material Defect objected to by Buyer. Seller may cure such Material Defect either by direct action or payment or by arranging for the Title Company to provide title insurance coverage which insures against such Material Defect, or by paying Buyer at the Closing (by credit toward the Purchase Price) an amount of money which Seller reasonably estimates to be sufficient to fully discharge or address such Material Defect. In no event shall Seller have any obligation to commence litigation or to incur costs in excess of One Thousand and No/100 Dollars ($1,000.00) to cure or remove any Material Defect, other than the discharge of liens for borrowed money voluntarily incurred. Seller may, at its sole option, extend the Closing Date pursuant to Section 8.3 to remove or cure such Material Defect. If Seller elects not to cure, or is unable to cure, any such Material Defect, Seller shall so notify Buyer, in writing, prior to the Closing Date (or any extension thereof), and Buyer's remedy shall be either (x) to terminate this Agreement by giving Seller written notice thereof on or before the Closing Date, in which event this Agreement shall terminate, the Deposit shall be returned to Buyer, and thereafter neither Party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement; or (y) to elect to purchase the Property subject to such Material Defect, in which event, such Material Defect shall be deemed to be a Permitted Title Exception and the Purchase Price shall not be reduced by any amount.

11.4 Risk of Loss. Risk of loss with respect to the Property shall be borne by Seller until Closing. The risk of loss of the Property shall pass to Buyer at Closing.

ARTICLE XII
COSTS AND EXPENSES

12.1 Brokerage Commissions. Neither of the Parties nor, where applicable, any of their respective shareholders, officers, directors, or employees, has employed or will employ any broker, agent, finder or consultant or has incurred or will incur any liability for any brokerage fees, commissions, finders' fees or other fees in connection with the negotiation or consummation of the transactions contemplated by this Agreement. Each of Seller and Buyer agrees to indemnify and defend the other against and to hold the other harmless of and from all Losses for any commission or fee payable to or claimed by any broker or finder employed (expressly or impliedly) by it or with whom it made an agreement (express or implied) to pay a broker's commission or a finder's fee. The representations, warranties, undertakings and indemnities of this Section 12.1 shall survive the Closing.

12.2 Closing Adjustments.

(a) The following items shall be paid, prorated, or adjusted as of the Closing Date in the manner hereinafter set forth:

(i) Any Taxes for the then current fiscal year relating to the Real Property shall be prorated as of the Closing Date, so that the portion of current Taxes allocable to the period from the beginning of such fiscal year to the Closing Date shall be the responsibility of Seller and the portion of the current Taxes allocable to the portion of such fiscal year from and including the Closing Date to the end of such fiscal year shall be the responsibility of Buyer.

(ii) Seller shall be responsible for the cost of utilities serving the Property up to Closing and Buyer shall be responsible for such costs thereafter.

(iii) Buyer shall bear and pay all title insurance premiums and charges.

(iv) Seller shall bear and pay all real estate transfer taxes associated with the conveyance of the Real Property.

(v) Seller and Buyer shall each pay their own respective legal fees and expenses and the cost of performance of their respective obligations hereunder.

(vi) Rents, if any, shall be adjusted as and when collected (the term "rents" as used in this Agreement includes all payments due and payable by tenants under the Leases), provided, however, no unpaid or delinquent rent shall be prorated at Closing.

(vii) Any payments due and collected under the Leases, the Licenses and/or the Dock Agreement shall be adjusted, provided, however, no unpaid or delinquent payments shall be prorated at Closing.

(viii) The Parties shall make all other adjustments necessary to effectuate the intent of the Parties as set forth in this Agreement in accordance with custom and practice in the Commonwealth of Massachusetts, including, without limitation, the standards established by REBA.

(b) Notwithstanding anything contained in the foregoing provisions:

(i) Any taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the current fiscal year have not been paid before Closing, Seller shall be charged at Closing an amount equal to that portion of such taxes and assessments which relates to the period before Closing and Buyer shall pay the taxes and assessments prior to their becoming delinquent. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon 110% of the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the Parties shall make all necessary adjustments by appropriate payments between themselves following Closing.

(ii) Charges referred to in Section 12.2(a) above which are payable by any tenant to a Third Party shall not be apportioned hereunder, and Buyer shall accept title subject to any of such charges unpaid and Buyer shall look solely to the tenant responsible therefor for the payment of the same. If Seller shall have paid any of such charges on behalf of any tenant, and shall not have been reimbursed therefor by the time of Closing, Buyer shall credit to Seller an amount equal to all such charges so paid by Seller.

(iii) Unpaid and delinquent rent collected by Seller and Buyer after the Closing Date shall be delivered as follows: (1) if Seller collects any unpaid or delinquent rent for the Property, Seller shall, within fifteen (15) days after the receipt thereof, deliver to Buyer any such rent which Buyer is entitled to hereunder relating to the Closing Date and any period thereafter, and (2) if Buyer collects any unpaid or delinquent rent from the Property, Buyer shall, within fifteen (15) days after the receipt thereof, deliver to Seller any such rent which Seller is entitled to hereunder relating to the period prior to the Closing Date. Seller and Buyer agree that all rent received by Seller or Buyer shall be applied first to current rentals, then to the rentals owed to Buyer and then to delinquent rentals, if any, in inverse order of maturity. Buyer will make a good faith effort in its ordinary course of business after Closing to collect all rents, but Buyer will not be obligated to institute any lawsuit or other collection procedures to collect delinquent rents. Seller may not institute any actions or proceedings against tenants or occupants for delinquent rents or other sums owed to Seller (including an action seeking eviction or lease termination).

12.3 Timing of Adjustments. All monetary adjustments necessary to achieve the allocations specified in Section 12.2, to the extent reasonably practicable, shall be made at the Closing. To the extent any such adjustments cannot be made at the Closing, the same shall be made after the Closing as and when complete information becomes available. Seller and Buyer agree to cooperate and to use their reasonable efforts (to the extent actual amounts for adjustments are available) to complete such adjustments no later than ninety (90) days after the Closing Date, which agreement shall survive the Closing.

ARTICLE XIII
CASUALTY AND CONDEMNATION

13.1 Notice of Casualty or Condemnation. In the event that after the Effective Date and prior to the Closing any material portion of the Property other than the Improvements Seller is required to remove pursuant to the terms of this Agreement (i.e., tanks and piping) is damaged or destroyed by fire or other casualty (a "Casualty"), or Seller receives written notice of any action, suit or proceeding, or threatened or contemplated action, suit or proceeding, to condemn or take all or any material part of the Property by eminent domain (a "Condemnation"), Seller shall promptly notify Buyer of the Casualty or Condemnation.

13.2 Buyer's Election.

(a) In the event of a Casualty, and recognizing that Buyer intends to demolish the Improvements and redevelop the Property, Buyer shall nonetheless purchase the Property in accordance with this Agreement without adjustment of the Purchase Price.

(b) In the event of a Condemnation, Buyer must elect one of the following options and give written notice to Seller of such election within thirty (30) days after Buyer's receipt of Seller's notice of Condemnation:

(ii) Purchase the Property in accordance with this Agreement without adjustment of the Purchase Price; or

(iii) Terminate this Agreement, whereupon this Agreement shall terminate, the Deposit shall be returned to Buyer, and thereafter neither Party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

(c) If Buyer does not elect to terminate this Agreement or is obligated to proceed with Closing, then at Closing Seller shall assign to Buyer any Condemnation awards, if applicable, less any costs incurred or committed to obtain the same.

13.3 Exclusive Remedy. Notwithstanding any provision to the contrary contained herein, the remedies provided to Buyer under Section 13.2(a) and (b) constitute Buyer's sole and exclusive remedies, at law or in equity, in connection with the circumstances described therein.

ARTICLE XIV
GENERAL; ADDITIONAL COVENANTS

14.1 Termination.

(a) Reserved.

(b) Termination Due to Uncured Breach.

(i) If Buyer is in Uncured Material Breach of any provisions of this Agreement prior to Closing, including failure to close on or before the Closing Date for any reason

except as may be permitted under this Agreement, Seller may elect to terminate this Agreement and upon such termination receive the Deposit and accrued interest thereon, at Seller's sole and exclusive remedy, at law or in equity, to compensate Seller for Seller's damages, costs and expenses incurred by Seller as a result of such Uncured Material Breach of Buyer and Seller shall have no further rights, obligations or liabilities hereunder; provided, however, that if Buyer's Uncured Material Breach relates to any matter set forth in Article VI, Article IX, Section 14.9, Section 14.17, Section 14.18, or Section 14.19, Seller may also pursue all other remedies available, at law or in equity.

(ii) If Seller is in Uncured Material Breach of any provisions of this Agreement prior to Closing, including failure to close on or before the Closing Date for any reason except as may be permitted under this Agreement, Buyer may elect (1) to purchase the Property in accordance with this Agreement without adjustment of the Purchase Price, or (2) to terminate this Agreement and seek against Seller any and all out-of-pocket Third Party costs and expenses (including, without limitation, reasonable attorneys' fees and consultant costs) actually incurred by Buyer in connection with the transactions contemplated by this Agreement, not to exceed a maximum aggregate amount of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00), whereupon this Agreement shall terminate, the Deposit shall be returned to Buyer, and thereafter neither Party shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. Notwithstanding any provision to the contrary contained herein, the remedies provided to Buyer under this Section 14.1(b)(ii) constitute Buyer's sole and exclusive remedies, at law or in equity, as a result of such Uncured Material Breach of Seller.

(iii) Buyer and Seller acknowledge and agree that their respective damages in the event of an Uncured Material Breach by the other Party are extremely difficult and impractical to determine, that the damages to be paid pursuant to this Section 14.1(b) are a reasonable estimate of and bear a reasonable relationship to the damages that would be suffered and constitute valid liquidated damages for such Uncured Material Breach.

14.2 Notice and Opportunity To Cure. Notwithstanding anything to the contrary in this Agreement, if a Party should be in a material breach of any of its obligations under this Agreement (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") must, prior to exercising any of such Non-Defaulting Party's rights or remedies available under this Agreement, provide the Defaulting Party with written notice and opportunity to cure the alleged material breach. In the event the Defaulting Party receives a notice of material breach from the Non-Defaulting Party as provided in this Section, the Defaulting Party will have thirty (30) days from the date notice is given under Section 14.5 to cure such material breach, failing which the Non-Defaulting Party may exercise any right or pursue any remedy available under this Agreement in the event of the Defaulting Party's Uncured Material Breach hereof.

14.3 Entire Agreement. This Agreement, including all of the Exhibits and Schedules hereto, constitutes the entire understanding between the Parties with respect to the subject matter contained herein and supersedes any prior understandings, negotiations or agreements, whether written or oral, between them respecting such subject matter.

14.4 Headings. The headings in this Agreement are for convenience of reference only and shall not affect its interpretation.

14.5 Notices. All notices or other correspondence required or permitted to be given under this Agreement shall be in writing and addressed to the Party to be notified at the address listed under separate cover as of the Effective Date of this Agreement. Notice shall be given in person, or shall be sent by nationally-recognized overnight courier (postage prepaid and return receipt requested) or mailed by certified mail (return receipt requested) or transmitted by email (so long as notice is also given by one of the other methods specified herein) to the Parties at the addresses under separate cover as of the Effective Date of this Agreement.

Either Party may change its address by providing written notice to the other at least ten (10) days prior to the effective date of such change. Notices given in accordance with this Section 14.5 shall be deemed to have been given: (a) at the time of delivery when delivered personally; (b) one (1) Business Day after the date when sent by nationally-recognized overnight courier as provided herein; (c) three (3) Business Days after the date when sent by certified mail as provided herein or (d) upon completion of successful transmission when sent by email (unless transmission is completed after 5 p.m. on a Business Day, in which case such notice shall be deemed given at the start of the next Business Day).

14.6 Exhibits and Schedules. Each Exhibit and Schedule referred to in this Agreement is incorporated into this Agreement by such reference.

14.7 Severability If any provision of this Agreement is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability will not affect any other provision hereof. This Agreement shall in such circumstances be deemed modified to the extent necessary to render enforceable the provisions hereof.

14.8 Remedies and Waivers.

(a) No waiver of any right under this Agreement shall be effective unless in writing. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given.

(b) No delay or omission by any Party in exercising any right or remedy provided by law or under this Agreement shall constitute a waiver of such right or remedy.

(c) The single or partial exercise of a right or remedy under this Agreement shall not preclude any other nor restrict any further exercise of any such right or remedy.

14.9 Assignment. Buyer may not assign this Agreement without the prior written consent of the Seller, in Seller's sole and absolute discretion, provided that Buyer shall have the right to assign its rights under this Agreement to an Affiliate of Buyer. Any assignment of this Agreement, by operation of law or otherwise, shall not relieve the assignor of any obligations hereunder. Any assignment made in violation of this Section 14.9 shall be void.

14.10 Parties in Interest; No Third Party Beneficiary. This Agreement shall inure to the benefit of and be binding upon Buyer and Seller and their respective successors and permitted assigns. Except as otherwise provided herein, nothing in this Agreement will be construed as conferring upon any person or entity other than Buyer and Seller, and their respective successors in interest and permitted assigns, any right, remedy or claim under or by reason of this Agreement.

14.11 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the internal law of the Commonwealth of Massachusetts, without regard to conflicts of laws principles thereof that would result in application of substantive laws of any other state.

14.12 Choice of Forum. Where Federal subject matter or diversity jurisdiction exists with respect to a dispute which the Parties cannot themselves amicably resolve, the Parties designate the United States District Court for the District of Massachusetts as the exclusive forum for the resolution of that dispute (and all courts from which appeals therefrom may be taken) and submit themselves and the dispute to the jurisdiction of that Court. Where Federal subject matter or diversity jurisdiction in respect of such dispute does not exist, the Parties designate the courts of the Commonwealth of Massachusetts located in Suffolk County, Massachusetts, as the exclusive forum for the resolution of that dispute (and all courts from which appeals therefrom may be taken) and submit themselves and the dispute to the jurisdiction of that Court.

14.13 WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER OPERATIVE DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF THE OTHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

14.14 Commercially Reasonable Efforts; Time of Essence. Except as otherwise specifically provided herein, Buyer and Seller shall each use commercially reasonable efforts to satisfy the conditions to Closing and otherwise consummate the transactions contemplated by this Agreement as promptly as practical. Time is of the essence with respect to each provision of this Agreement.

14.15 Amendments. This Agreement may be amended only by a written instrument that is duly executed by both Parties.

14.16 Counterparts. This Agreement may be executed in any number of counterparts and any Party hereto may execute any such counterpart, each of which when executed by both Parties and delivered shall be deemed to be an original. It shall not be necessary in making proof of this Agreement or any counterparts hereof to produce or account for any of the other counterparts. Signatures transmitted by facsimile or email shall constitute originals for all purposes of this Agreement.

14.17 Public Announcements. The Parties agree that there shall be no press releases or other announcements prior to Closing without the prior written consent of the other Party, except to the extent required by applicable laws, rules, or regulations. If either Party determines that a press release is required or desired, they will so notify the other in writing and shall consult with each other with regard to the same and unless the such press release is required by applicable law, rule or regulation, the other Party's consent shall be required to issue such press release. The Parties further agree to consult with each other on all press releases and announcements issued at or after Closing concerning the transactions contemplated by this Agreement. The provisions of this Section shall survive the Closing.

14.18 No Recording. Buyer shall not record or file this Agreement or any memorandum or short form hereof in any public records of any jurisdiction and any attempt to do so may be treated by Seller as an Uncured Material Breach of this Agreement.

14.19 No Presumption Against Drafter. Buyer and Seller have each fully participated in the negotiation and drafting of this Agreement. If an ambiguity, question of intent or question of interpretation arises, this Agreement must be construed as if drafted jointly, and there must not be any presumption, inference or conclusion drawn against either Party by virtue of the fact that its representative has authored this Agreement or any of the terms of it.

14.20 Limitations of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY SHALL BE LIABLE OR RESPONSIBLE TO ANOTHER PARTY HERETO OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR FOR LOSS OF PROFITS OR REVENUES INCURRED BY SUCH PARTY OR ITS AFFILIATES THAT ARISE OUT OF OR RELATE TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM ARISES UNDER OR RESULTS FROM CONTRACT, TORT OR STRICT LIABILITY.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Purchase and Sale Agreement under seal as of the date first above written.

SELLER

GLOBAL COMPANIES LLC

By: /s/ Mark Romaine___________________

Printed
Name: Mark Romaine___________________

Title: Chief Operations Officer__________

BUYER

REVERE MA OWNER LLC,
a Delaware limited liability company

By: /s/ David Levine___________________

Printed
Name: David Levine___________________

Title: Senior Managing Director and_______
Vice President___________________

Exhibit 4.2

DESCRIPTION OF THE REGISTRANT'S COMMON UNITS REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

The Common Units

The common units represent limited partner interests in us. The holders are entitled to participate in partnership distributions and are entitled to exercise the rights or privileges available to limited partners under our partnership agreement. For a description of the relative rights and preferences of holders of common units in and to partnership distributions, please read this section and "How We Make Cash Distributions." For a description of the voting rights, rights of distribution upon liquidation and other rights and privileges of limited partners, including our common units under our partnership agreement, please read "The Partnership Agreement."

Our common units are traded on the NYSE under the symbol "GLP."

Transfer of Common Units

By acceptance of the transfer of a common unit in accordance with our partnership agreement, the transferee of common units:

- becomes the record holder of the common units and is an assignee until admitted into our partnership as a substituted limited partner;
- automatically requests admission as a substituted limited partner in our partnership;
- agrees to be bound by the terms and conditions of, and executes, our partnership agreement;
- represents that the transferee has the capacity, power and authority to enter into our partnership agreement;
- grants powers of attorney to officers of our general partner and any liquidator of us as specified in our partnership agreement; and
- gives the consents, covenants, representations and approvals contained in our partnership agreement, such as the approval of all transactions and agreements we entered into in connection with our initial public offering.

An assignee will become a substituted limited partner of our partnership for the transferred common units automatically upon the recording of the transfer on our books and records. Our general partner will cause any unrecorded transfers to be recorded on our books and records no less frequently than quarterly.

We are entitled to treat the nominee holder of a common unit as the absolute owner. In that case, the beneficial holder's rights are limited solely to those that it has against the nominee holder as a result of any agreement between the beneficial owner and the nominee holder.

Common units are securities and are transferable according to the laws governing transfer of securities. In addition to other rights acquired upon transfer, the transferor gives the transferee the right to request admission as a substituted limited partner in our partnership for the transferred common units.

Until a common unit has been transferred on our books, we and the transfer agent may treat the record holder of the unit as the absolute owner for all purposes, except as otherwise required by law or stock exchange regulations.

How We Make Cash Distributions

General

Our cash distribution policy reflects a basic judgment that our common unitholders will be better served by our distributing our available cash rather than retaining it. Because we are not subject to an entity-level federal income tax, we have more cash to distribute to our common unitholders than would be the case were we subject to tax.

Our cash distribution policy is consistent with the terms of our partnership agreement which requires us to distribute available cash to common unitholders on a quarterly basis. Our determination of available cash takes into account the need to maintain certain cash reserves to preserve our distribution levels across seasonal and cyclical fluctuations in our business.

Because we intend to distribute the majority of the cash generated from our business to our common unitholders, we will in large part rely upon external financing sources, including commercial borrowings and other debt and equity issuances, to fund our capital expenditures. To the extent we are unable to finance growth externally, our cash distribution policy could significantly impair our ability to grow.

There is no guarantee that common unitholders will receive quarterly distributions from us. Our distribution policy is subject to certain restrictions and may be changed at any time, including:

- Our distribution policy is subject to certain restrictions on distributions under our current and anticipated debt agreements. Should we be unable to satisfy these restrictions under our debt agreements, we would be prohibited from making distributions to our common unitholders notwithstanding our stated distribution policy.
- The board of directors of our general partner has broad discretion to establish reserves for the prudent conduct of our business and the establishment of those reserves could result in a reduction of our stated distribution policy.
- Even if our cash distribution policy is not modified or revoked, the amount of distributions paid and the decision to make any distribution is determined by our general partner, taking into consideration the terms of our partnership agreement.
- Under Section 17-607 of the Delaware Revised Uniform Limited Partnership Act (the "Delaware Act"), we may not make distributions to our common unitholders if the distribution would cause our liabilities to exceed the fair value of our assets.
- We may lack sufficient cash to pay distributions to our common unitholders due to increases in selling, general and administrative expenses, capital expenditures, principal and interest payments on our outstanding debt, working capital requirements and anticipated cash needs or due to significant decreases in demand for the products we sell or in demand for our logistics activities.

Distributions of Available Cash

General

Subject to the rights of holders of our 9.75% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units ("Series A Preferred Units"), within 45 days after the end of each quarter, we distribute all of our available cash to common unitholders of record on the applicable record date.

Definition of Available Cash

Available cash generally means, for each fiscal quarter, all cash on hand at the end of the quarter less the amount of cash reserves established by our general partner to:

- provide for the proper conduct of our business;

- comply with applicable law, any of our debt instruments, or other agreements;
- provide funds for payments to holders of our Series A Preferred Units in respect of any one or more of the next four quarters; or
- provide funds for distributions to our unitholders and to our general partner for any one or more of the next four quarters.

Intent to Distribute the Minimum Quarterly Distribution

We intend to distribute to the holders of common units on a quarterly basis at least the minimum quarterly distribution of $0.4625 per unit, or $1.85 per year, to the extent we have sufficient cash from our operations after establishment of cash reserves and payment of fees and expenses, including payments to our general partner. However, there is no guarantee that we will pay the minimum quarterly distribution on the common units in any quarter. Even if our cash distribution policy is not modified or revoked, the amount of distributions paid under our policy and the decision to make any distribution is determined by our general partner, taking into consideration the terms of our partnership agreement. We are prohibited from making any distributions to common unitholders if it would cause an event of default, or an event of default is existing, under our credit agreement.

General Partner Interest and Incentive Distribution Rights

Our general partner is entitled to 0.67% of all quarterly common unit distributions that we make prior to our liquidation. This general partner interest is represented by 230,303 general partner units. Our general partner has the right, but not the obligation, to contribute a proportionate amount of capital to us to maintain its current general partner interest. The general partner's 0.67% interest in these distributions may be reduced if we issue additional common units in the future and our general partner does not contribute a proportionate amount of capital to us to maintain its 0.67% general partner interest. Our general partner also currently holds incentive distribution rights that entitle it to receive increasing percentages, up to a maximum of 48.67%, of the cash we distribute from distributable cash flow (as defined below) in excess of $0.4625 per unit. The maximum distribution of 48.67% includes distributions paid to our general partner on its 0.67% general partner interest, and assumes that our general partner maintains its general partner interest at 0.67%. The maximum distribution of approximately 48.67% does not include any distributions that our general partner may receive on units that it owns. Please read "—Distributions of Available Cash from Distributable Cash Flow" for additional information.

Series A Preferred Units

On August 7, 2018, we issued 2,760,000 of our Series A Preferred Units at a price of $25.00 per Series A Preferred Unit. We used the proceeds, net of underwriting discount and expenses, of $66.4 million to reduce indebtedness under our credit agreement.

The Series A Preferred Units are a new class of equity security that ranks senior to the common units, the incentive distribution rights and each other class or series of our equity securities established after August 7, 2018, the original issue date of the Series A Preferred Units (the "Original Issue Date"), that is not expressly made senior to or on parity with the Series A Preferred Units as to the payment of distributions and amounts payable on a liquidation event.

Distributions on the Series A Preferred Units are cumulative from the Original Issue Date and payable quarterly in arrears on February 15, May 15, August 15 and November 15 of each year, commencing on November 15, 2018 (each, a "Distribution Payment Date"), to holders of record as of the opening of business on the February 1, May 1, August 1 or November 1 next preceding the Distribution Payment Date, in each case, when, as, and if declared by the general partner out of legally available funds for such purpose. Distributions on the Series A Preferred Units will be paid out of our available cash with respect to the quarter ended immediately preceding the applicable Distribution Payment Date. No distribution may be declared or paid or set apart for payment on any junior securities (other than a distribution payable solely in junior securities) unless full cumulative distributions have been or contemporaneously are being paid or provided for on all outstanding Series A Preferred Units and any parity securities through the most recent respective distribution periods.

The initial distribution rate for the Series A Preferred Units from and including the Original Issue Date, but excluding, August 15, 2023 is 9.75% per annum of the $25.00 liquidation preference per Series A Preferred Unit (equal to $2.4375 per Series A Preferred Unit per annum). On and after August 15, 2023, distributions on the Series A Preferred Units will accumulate for each distribution period at a percentage of the $25.00 liquidation preference equal to an annual floating rate of the three-month LIBOR plus a spread of 6.774% per annum.

Distributable Cash Flow and Capital Surplus

General

All cash distributed to unitholders will be characterized as either "distributable cash flow" or "capital surplus." We distribute available cash from distributable cash flow differently than available cash from capital surplus.

Definition of Distributable Cash Flow

Distributable cash flow, for any period, means, on a cumulative basis since the closing date of our initial public offering and without duplication, the sum of net income plus depreciation and amortization, in each case calculated in accordance with accounting principles generally accepted in the United States, minus maintenance capital expenditures (as defined below), as adjusted to eliminate items approved by the audit committee of the board of directors of our general partner that are extraordinary or non-recurring in nature and that would otherwise increase distributable cash flow.

Maintenance capital expenditures represent capital expenditures to replace partially or fully depreciated assets to maintain the operating capacity of or sales and revenues generated by existing assets or to extend the useful lives of such assets. Maintenance capital expenditures include expenditures required to maintain equipment reliability, tankage and pipeline integrity and safety and to address environmental regulations. Repair and maintenance expenses associated with existing assets that are minor in nature and do not extend the useful life of existing assets are charged to operating expenses as incurred. The officers and directors of our general partner determine if an expenditure is a maintenance capital expenditure.

Characterization of Cash Distributions

We treat all available cash distributed as coming from distributable cash flow until the sum of all available cash distributed since we began operations equals the distributable cash flow as of the most recent date of determination of available cash. We treat any amount distributed in excess of distributable cash flow, regardless of its source, as capital surplus. We do not anticipate that we will make any distributions from capital surplus.

Distributions of Available Cash from Distributable Cash Flow

We will make distributions of available cash from distributable cash flow for any quarter in the following manner:

- *First*, 99.33% to all common unitholders, pro rata, and 0.67% to our general partner, until each common unitholder receives a total of $0.4625 per unit for that quarter (the "first target distribution");

- *Second*, 86.33% to all common unitholders, pro rata, and 13.67% to our general partner, until each common unitholder receives a total of $0.5375 per unit for that quarter (the "second target distribution");

- *Third*, 76.33% to all common unitholders, pro rata, and 23.67% to our general partner, until each common unitholder receives a total of $0.6625 per unit for that quarter (the "third target distribution"); and

- *Thereafter*, 51.33% to all common unitholders, pro rata, and 48.67% to our general partner.

The preceding discussion is based on the assumptions that our general partner maintains its 0.67% general partner interest and that we do not issue additional classes of equity securities.

Incentive distribution rights represent the right to receive an increasing percentage of quarterly distributions of available cash from distributable cash flow after certain target distribution levels have been achieved. The

percentages set forth above for our general partner include the incentive distribution rights. Our general partner currently holds the incentive distribution rights, but may transfer these rights separately from its general partner interest, subject to restrictions in our partnership agreement.

Percentage Allocations of Available Cash from Distributable Cash Flow

The following table illustrates the percentage allocations of the additional available cash from distributable cash flow between the common unitholders and our general partner up to the various target distribution levels. The amounts set forth under "Marginal Percentage Interest in Distributions" are the percentage interests of our general partner and the common unitholders in any available cash from distributable cash flow we distribute up to and including the corresponding amount in the column "Total Quarterly Distribution," until available cash from distributable cash flow we distribute reaches the next target distribution level, if any. The percentage interests shown for the common unitholders and the general partner for the first target distribution are also applicable to quarterly distribution amounts that are less than the first target distribution. The percentage interests set forth below for our general partner include its 0.67% general partner interest and assume the general partner has not transferred its incentive distribution rights.

	Total Quarterly Distribution	Marginal Percentage Interest in Distributions	
	Target Amount	Unitholders	General Partner
First Target Distribution	up to $0.4625	99.33 %	0.67 %
Second Target Distribution	above $0.4625 up to $0.5375	86.33 %	13.67 %
Third Target Distribution	above $0.5375 up to $0.6625	76.33 %	23.67 %
Thereafter	above $0.6625	51.33 %	48.67 %

Distributions from Capital Surplus

How Distributions from Capital Surplus Will Be Made

We will make distributions of available cash from capital surplus, if any, in the following manner:

- *First*, 99.33% to all common unitholders, pro rata, and 0.67% to the general partner, until we distribute for each common unit an amount of available cash from capital surplus equal to the initial public offering price; and

- *Thereafter*, we will make all distributions of available cash from capital surplus as if they were from distributable cash flow.

Effect of a Distribution from Capital Surplus

The partnership agreement treats a distribution of capital surplus as the repayment of the initial unit price from our initial public offering, which is a return of capital. The initial public offering price less any distributions of capital surplus per common unit is referred to as the "unrecovered initial unit price." Each time a distribution of capital surplus is made, the target distribution levels will be reduced in the same proportion as the corresponding reduction in the unrecovered initial unit price. Because distributions of capital surplus will reduce the target distributions, after any of these distributions are made, it may be easier for the general partner to receive incentive distributions.

Once we distribute capital surplus on a common unit in an amount equal to the initial unit price, we will reduce the target distribution levels to zero. We will then make all future distributions from distributable cash flow, with 51.33% being paid to the holders of common units and 48.67% to the general partner. The percentage interests shown for our general partner include its 0.67% general partner interest and assume the general partner has not transferred the incentive distribution rights.

Adjustment to the Minimum Quarterly Distribution and Target Distribution Levels

In addition to adjusting the target distribution levels to reflect a distribution of capital surplus, if we combine our common units into fewer units or subdivide our common units into a greater number of units, we will proportionately adjust:

- target distribution levels; and
- the unrecovered initial unit price.

For example, if a two-for-one split of the common units should occur, the target distribution levels and the unrecovered initial unit price would each be reduced to 50% of its initial level. We will not make any adjustment by reason of the issuance of additional units for cash or property.

In addition, if legislation is enacted or if existing law is modified or interpreted by a governmental taxing authority, so that we become taxable as a corporation or otherwise subject to taxation as an entity for federal, state or local income tax purposes, we will reduce the target distribution levels for each quarter by multiplying each distribution level by a fraction, the numerator of which is available cash for that quarter and the denominator of which is the sum of available cash for that quarter plus the general partner's estimate of our aggregate liability for the quarter for such income taxes payable by reason of such legislation or interpretation. To the extent that the actual tax liability differs from the estimated tax liability for any quarter, the difference will be accounted for in subsequent quarters.

The amount of distributions paid under our cash distribution policy and the decision to make any distribution is determined by our general partner, taking into consideration the terms of our partnership agreement.

Distributions of Cash Upon Liquidation

General

If we dissolve in accordance with our partnership agreement, we will sell or otherwise dispose of our assets in a process called liquidation. We will first apply the proceeds of liquidation to the payment of our creditors. We will distribute any remaining proceeds to the partners, in accordance with their capital account balances, as adjusted to reflect any gain or loss upon the sale or other disposition of our assets in liquidation; provided, that any unpaid cash distributions on our Series A Preferred Units shall be paid prior to the making of any such distributions.

The allocations of gain and loss upon liquidation are intended, to the extent possible, to entitle the holders of outstanding common units to receive their unrecovered initial unit. However, there may not be sufficient gain upon our liquidation to enable the holders of common units to fully recover all of these amounts.

Manner of Adjustments for Gain

The manner of the adjustment for gain is set forth in our partnership agreement. If liquidation occurs, the holders of outstanding Series A Preferred Units will first be specially allocated items of our gross income and gain in a manner designed to cause such holders to have a positive capital balance equal to the liquidation preference of $25.00 per Series A Preferred Unit. We will then allocate any gain to the partners in the following manner:

- *First*, to the partners who have negative balances in their capital accounts to the extent of and in proportion to those negative balances;
- *Second*, 99.33% to the common unitholders, pro rata, and 0.67% to the general partner, until the capital account for each common unit is equal to the sum of:

  (1) the unrecovered initial unit price; and

  (2) the amount of the minimum quarterly distribution for the quarter during which our liquidation occurs;

- *Third*, 99.33% to all common unitholders, pro rata, and 0.67% to the general partner, until we allocate under this paragraph an amount per unit equal to:

  (1) the sum of the excess of the first target distribution per common unit over the minimum quarterly distribution per common unit for each quarter of our existence; less

  (2) the cumulative amount per common unit of any distributions of available cash from distributable cash flow in excess of the minimum quarterly distribution per common unit that we distributed 99.33% to the common unitholders, pro rata, and 0.67% to the general partner, for each quarter of our existence;

- *Fourth*, 86.33% to all common unitholders, pro rata, and 13.67% to the general partner, until we allocate under this paragraph an amount per unit equal to:

  (1) the sum of the excess of the second target distribution per common unit over the first target distribution per common unit for each quarter of our existence; less

  (2) the cumulative amount per common unit of any distributions of available cash from distributable cash flow in excess of the first target distribution per common unit that we distributed 86.33% to the common unitholders, pro rata, and 13.67% to the general partner for each quarter of our existence;

- *Fifth*, 76.33% to all common unitholders, pro rata, and 23.67% to the general partner, until we allocate under this paragraph an amount per unit equal to:

  (1) the sum of the excess of the third target distribution per unit over the second target distribution per common unit for each quarter of our existence; less

  (2) the cumulative amount per common unit of any distributions of available cash from distributable cash flow in excess of the second target distribution per common unit that we distributed 76.33% to the unitholders, pro rata, and 23.67% to the general partner for each quarter of our existence; and

- *Thereafte*r, 51.33% to all common unitholders, pro rata, and 48.67% to the general partner.

The percentage interests set forth above for our general partner include its 0.67% general partner interest and assume the general partner has not transferred the incentive distribution rights.

Manner of Adjustments for Losses

If liquidation occurs, we will generally allocate any loss to the partners in the following manner:

- *First*, 99.33% to the holders of common units in proportion to the positive balances in their capital accounts and 0.67% to the general partner, until the capital accounts of the common unitholders have been reduced to zero;

- *Second,* to all partners holding Series A Preferred Units, pro rata, until the capital account in respect of each Series A Preferred Unit has been reduced to zero; and

- *Thereafter*, 100% to the general partner.

Adjustments to Capital Accounts

We will make adjustments to capital accounts upon the issuance of additional units. In doing so, we will allocate any unrealized and, for tax purposes, unrecognized gain or loss resulting from the adjustments to the unitholders and the general partner in the same manner as we allocate gain or loss upon liquidation. In the event that we make positive adjustments to the capital accounts upon the issuance of additional units, we will allocate any later negative adjustments to the capital accounts resulting from the issuance of additional units or upon our liquidation in a manner which results, to the extent possible, in the general partner's capital account balances equaling the amount which they would have been if no earlier positive adjustments to the capital accounts had been made.

The Partnership Agreement

The following is a summary of certain material provisions of our partnership agreement that relate to ownership of our common units.

Capital Contributions

Common unitholders are not obligated to make additional capital contributions, except as described below under "—Limited Liability."

Voting Rights

The following matters require the limited partners vote specified below. Various matters require the approval of a "unit majority," which means the approval of a majority of the common units.

In voting their common units, our general partner and its affiliates have no duty or obligation whatsoever to us or the limited partners, including any duty to act in good faith or in the best interests of us and our limited partners.

The following is a summary of the vote requirements specified for certain matters under our partnership agreement:

Issuance of additional units	Except in the case of the issuance of units that rank equal to or senior to the Series A Preferred Units, no approval required.
Amendment of our partnership agreement	Certain amendments may be made by our general partner without the approval of the limited partners. Other amendments generally require the approval of a unit majority. Unless we have received the affirmative vote or consent of the holders of at least two-thirds of the outstanding Series A Preferred Units, voting as a separate class, we may not adopt any amendment to our partnership agreement that would have a material adverse effect on the terms of the Series A Preferred Units. Please read "—Amendment of Our Partnership Agreement."
Merger of our partnership or the sale of all or substantially all of our assets	Unit majority in certain circumstances. Please read "—Merger, Sale or Other Disposition of Assets."
Dissolution of our partnership	Unit majority. Please read "—Termination and Dissolution."
Continuation of our partnership upon dissolution	Unit majority. Please read "—Termination and Dissolution."
Removal of our general partner	Not less than 66 2/3% of the outstanding common units, voting as a single class, including common units held by our general partner and its affiliates. Please read "—Withdrawal or Removal of Our General Partner."
Transfer of our general partner interest	Our general partner may at its option transfer all or any of its general partner interest in us without a vote of our limited partners.
Transfer of ownership interests in our general partner	No approval required at any time.

Limited Liability

Participation in the Control of Our Partnership

Assuming that a limited partner does not participate in the control of our business within the meaning of the Delaware Act and that he otherwise acts in conformity with the provisions of our partnership agreement, his liability under the Delaware Act will be limited, subject to possible exceptions, to the amount of capital he is obligated to contribute to us for his common units plus his share of any undistributed profits and assets. If it were determined, however, that the right, or exercise of the right, by the limited partners as a group:

- to remove or replace our general partner;
- to approve some amendments to our partnership agreement; or
- to take other action under our partnership agreement;

constituted "participation in the control" of our business for the purposes of the Delaware Act, then the limited partners could be held personally liable for our obligations under the laws of Delaware, to the same extent as our general partner. This liability would extend to persons who transact business with us who reasonably believe that the limited partner is a general partner. Neither our partnership agreement nor the Delaware Act specifically provides for legal recourse against our general partner if a limited partner were to lose limited liability through any fault of our general partner. While this does not mean that a limited partner could not seek legal recourse, we know of no precedent for such a claim in Delaware case law.

Unlawful Partnership Distribution

Under the Delaware Act, a limited partnership may not make a distribution to a partner if, after the distribution, all liabilities of the limited partnership, other than liabilities to partners on account of their partnership interests and liabilities for which the recourse of creditors is limited to specific property of the partnership, would exceed the fair value of the assets of the limited partnership. For the purpose of determining the fair value of the assets of a limited partnership, the Delaware Act provides that the fair value of property subject to liability for which recourse of creditors is limited shall be included in the assets of the limited partnership only to the extent that the fair value of that property exceeds the nonrecourse liability. The Delaware Act provides that a limited partner who receives a distribution and knew at the time of the distribution that the distribution was in violation of the Delaware Act shall be liable to the limited partnership for the amount of the distribution for three years. Under the Delaware Act, an assignee who becomes a substituted limited partner of a limited partnership is liable for the obligations of his assignor to make contributions to the partnership, except the assignee is not obligated for liabilities unknown to him at the time he became a limited partner and that could not be ascertained from the partnership agreement.

Failure to Comply with the Limited Liability Provisions of Jurisdictions in Which We Do Business

We conduct business in a number of jurisdictions. Maintenance of our limited liability as a member of our operating company may require compliance with legal requirements in the jurisdictions in which our operating company conducts business, including qualifying our subsidiaries to do business there.

Limitations on the liability of limited partners for the obligations of a limited partnership have not been clearly established in many jurisdictions. If, by virtue of our membership interest in our operating company or otherwise, it were determined that we were conducting business in any state without compliance with the applicable limited partnership or limited liability company statute, or that the right or exercise of the right by the limited partners as a group to remove or replace our general partner, to approve some amendments to our partnership agreement or to take other action under our partnership agreement constituted "participation in the control" of our business for purposes of the statutes of any relevant jurisdiction, then the limited partners could be held personally liable for our obligations under the law of that jurisdiction to the same extent as the general partner under the circumstances. We operate in a manner that our general partner considers reasonable and necessary or appropriate to preserve the limited liability of the limited partners.

Issuance of Additional Securities

Except in the case of the issuance of units that rank equal to or senior to the Series A Preferred Units, our partnership agreement authorizes us to issue an unlimited number of additional partnership securities for the consideration and on the terms and conditions determined by our general partner without the approval of the limited partners.

It is possible that we will fund acquisitions through the issuance of additional common units or other partnership securities. Holders of any additional common units we issue will be entitled to share equally with the then-existing holders of common units in our distributions of available cash. In addition, the issuance of additional common units or other partnership securities may dilute the value of the interests of the then-existing holders of common units in our net assets.

In accordance with Delaware law and the provisions of our partnership agreement, we may also issue additional partnership securities that, as determined by our general partner, may have special voting rights to which the common units are not entitled. In addition, our partnership agreement does not prohibit the issuance by our subsidiaries of equity securities, which may effectively rank senior to the common units.

Upon issuance of additional partnership securities, our general partner has the right, but not the obligation, to make additional capital contributions to the extent necessary to maintain its 0.67% general partner interest in us. Our general partner's 0.67% interest in us will be reduced if we issue additional common units in the future and our general partner does not contribute a proportionate amount of capital to us to maintain its 0.67% general partner interest. Moreover, our general partner has the right, which it may from time to time assign in whole or in part to any of its affiliates, to purchase common units or other partnership securities whenever, and on the same terms that, we issue those securities to persons other than our general partner and its affiliates, to the extent necessary to maintain its and its affiliates' percentage interest, including such interest represented by common units, that existed immediately prior to each issuance. The holders of common units do not have preemptive rights to acquire additional common units or other partnership securities.

Amendment of Our Partnership Agreement

General

Amendments to our partnership agreement may be proposed only by our general partner. However, our general partner has no duty or obligation to propose any amendment and may decline to do so free of any duty or obligation whatsoever to us or the limited partners, including any duty to act in good faith or in the best interests of us or the limited partners. In order to adopt a proposed amendment, other than the amendments discussed below, our general partner must seek written approval of the holders of the number of units required to approve the amendment or call a meeting of the limited partners to consider and vote upon the proposed amendment. Except as described below, an amendment must be approved by a unit majority.

Prohibited Amendments

No amendment may:

- enlarge the obligations of any limited partner without its consent, unless approved by at least a majority of the type or class of limited partner interests so affected; or
- enlarge the obligations of, restrict in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable by us to our general partner or any of its affiliates without the consent of our general partner, which may be given or withheld in at its option.

The provision of our partnership agreement preventing the amendments having the effects described in the bullets above can be amended upon the approval of the holders of at least 90% of the outstanding common units voting together as a single class (including units owned by our general partner and its affiliates).

No Limited Partner Approval

Our general partner may generally make amendments to our partnership agreement without the approval of any limited partner or assignee to reflect:

- a change in our name, the location of our principal place of business, our registered agent or our registered office;
- the admission, substitution, withdrawal, or removal of partners in accordance with the partnership agreement;
- a change that our general partner determines to be necessary or appropriate for us to qualify or to continue our qualification as a limited partnership or a partnership in which the limited partners have limited liability under the laws of any state or to ensure that neither we, our operating company, nor its subsidiaries will be treated as an association taxable as a corporation or otherwise taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed);
- an amendment that is necessary, in the opinion of our counsel, to prevent us or our general partner or its directors, officers, agents or trustees from in any manner being subjected to the provisions of the Investment Company Act of 1940, the Investment Advisors Act of 1940, or “plan asset” regulations adopted under the Employee Retirement Income Security Act of 1974, or ERISA, whether or not substantially similar to plan asset regulations currently applied or proposed;
- subject to the rights of holders of our Series A Preferred Units, an amendment that our general partner determines to be necessary or appropriate for the authorization of additional partnership securities or rights to acquire partnership securities;
- any amendment expressly permitted in our partnership agreement to be made by our general partner acting alone;
- an amendment effected, necessitated or contemplated by a merger agreement that has been approved under the terms of our partnership agreement;
- any amendment that our general partner determines to be necessary or appropriate for the formation by us of, or our investment in, any corporation, partnership, or other entity, as otherwise permitted by our partnership agreement;
- a change in our fiscal year or taxable year and related changes;
- mergers with or conveyances to another limited liability entity that is newly formed and has no assets, liabilities or operations at the time of the merger or conveyance other than those it receives by way of the merger or conveyance; or
- any other amendments substantially similar to any of the matters described above.

In addition, subject to the rights of holders of our Series A Preferred Units, our general partner may make amendments to our partnership agreement without the approval of any limited partner or assignee if our general partner determines that those amendments:

- do not adversely affect the limited partners (or any particular class of limited partners) in any material respect;
- are necessary or appropriate to satisfy any requirements, conditions, or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute;

- are necessary or appropriate to facilitate the trading of limited partner interests or to comply with any rule, regulation, guideline or requirement of any securities exchange on which the limited partner interests are or will be listed for trading;
- are necessary or appropriate for any action taken by our general partner relating to splits or combinations of units under the provisions of our partnership agreement; or
- are required to effect the intent expressed in registration statement for our initial public offering or the intent of the provisions of our partnership agreement or are otherwise contemplated by our partnership agreement.

Opinion of Counsel and Limited Partner Approval

Our general partner is not required to obtain an opinion of counsel that an amendment will not result in a loss of limited liability to the limited partners or result in our being treated as an entity for federal income tax purposes in connection with any of the amendments described under "—No Limited Partner Approval". No other amendments to our partnership agreement will become effective without the approval of holders of at least 90% of the outstanding common units voting as a single class unless we first obtain an opinion of counsel to the effect that the amendment will not affect the limited liability under applicable law of any of our limited partners. Finally, our general partner may consummate any merger without the prior approval of our unitholders if we are the surviving entity in the transaction, the transaction would not result in a material amendment to the partnership agreement, each of our partnership security will be an identical partnership security of our partnership following the transaction, the partnership securities to be issued do not exceed 20% of our outstanding partnership securities immediately prior to the transaction and our general partner has received an opinion of counsel regarding certain limited liability and tax matters.

In addition to the above restrictions, any amendment that would have a material adverse effect on the rights or preferences of any class or series of partnership interests in relation to other classes of partnership interests will require the approval of at least a majority of the class or series of partnership interests so affected. Any amendment that reduces the voting percentage required to take any action must be approved by the affirmative vote of limited partners whose aggregate outstanding units constitute not less than the voting requirement sought to be reduced.

Merger, Sale or Other Disposition of Assets

A merger or consolidation of us requires the prior consent of our general partner. However, our general partner has no duty or obligation to consent to any merger or consolidation and may decline to do so free of any duty or obligation whatsoever to us or the limited partners, including any duty to act in good faith or in the best interest of us or the limited partners.

In addition, our partnership agreement generally prohibits our general partner, without the prior approval of the holders of common units representing a unit majority, from causing us to, among other things, sell, exchange, or otherwise dispose of all or substantially all of our assets in a single transaction or a series of related transactions, including by way of merger, consolidation, or other combination, or approving on our behalf the sale, exchange, or other disposition of all or substantially all of the assets of our subsidiaries. Our general partner may, however, mortgage, pledge, hypothecate, or grant a security interest in all or substantially all of our assets without that approval. Our general partner may also sell all or substantially all of our assets under a foreclosure or other realization upon those encumbrances without that approval.

If the conditions specified in our partnership agreement are satisfied, our general partner may convert us or any of our subsidiaries into a new limited liability entity or merge us or any of our subsidiaries into, or convey some or all of our assets to, a newly formed entity if the sole purpose of that merger or conveyance is to effect a mere change in our legal form into another limited liability entity. The limited partners are not entitled to dissenters' rights of appraisal under our partnership agreement or applicable Delaware law in the event of a conversion, merger or consolidation, a sale of substantially all of our assets, or any other transaction or event.

Termination and Dissolution

We will continue as a limited partnership until terminated under our partnership agreement. We will dissolve upon:

- the election of our general partner to dissolve us, if approved by the holders of common units representing a unit majority;
- there being no limited partners, unless we are continued without dissolution in accordance with applicable Delaware law;
- the entry of a decree of judicial dissolution of our partnership; or
- the withdrawal or removal of our general partner or any other event that results in its ceasing to be our general partner other than by reason of a transfer of its general partner interest in accordance with our partnership agreement or withdrawal or removal following approval and admission of a successor.

Upon a dissolution under the fourth bullet point above, the holders of a unit majority may also elect, within specific time limitations, to continue our business on the same terms and conditions described in our partnership agreement by appointing as a successor general partner an entity approved by the holders of common units representing a unit majority, subject to our receipt of an opinion of counsel to the effect that:

- the action would not result in the loss of limited liability of any limited partner; and
- neither our partnership, our operating company nor any of our other subsidiaries would be treated as an association taxable as a corporation or otherwise be taxable as an entity for federal income tax purposes upon the exercise of that right to continue (to the extent not already so treated or taxed).

Liquidation and Distribution of Proceeds

Upon our dissolution, unless we are continued as a new limited partnership, the liquidator authorized to wind up our affairs will, acting with all of the powers of our general partner that are necessary or appropriate, liquidate our assets and apply the proceeds of the liquidation as described in "How We Make Cash Distributions—Distributions of Cash Upon Liquidation". The liquidator may defer liquidation or distribution of our assets for a reasonable period of time or distribute assets to partners in kind if it determines that a sale would be impractical or would cause undue loss to our partners.

Withdrawal or Removal of Our General Partner

Our general partner may withdraw as general partner without first obtaining approval of any unitholder by giving 90 days' written notice, and that withdrawal will not constitute a violation of our partnership agreement. In addition, our partnership agreement permits our general partner in some instances to sell or otherwise transfer all of its general partner interest in us without the approval of the limited partners.

Upon withdrawal of our general partner under any circumstances, other than as a result of a transfer by our general partner of all or a part of its general partner interest in us, the holders of a majority of the outstanding common units may select a successor to that withdrawing general partner. If a successor is not elected, or is elected but an opinion of counsel regarding limited liability and tax matters cannot be obtained, we will be dissolved, wound up, and liquidated, unless within a specified period of time after that withdrawal, the holders of a unit majority agree in writing to continue our business and to appoint a successor general partner. Please read "—Termination and Dissolution."

Our general partner may not be removed unless that removal is approved by the vote of the holders of not less than 66 2/3% of the outstanding common units, voting together as a single class, including units held by our general partner and its affiliates, and we receive an opinion of counsel regarding limited liability and tax matters. Any removal of our general partner is also subject to the approval of a successor general partner by the vote of the holders of a majority of the outstanding common units. The ownership of more than 33 1/3% of the outstanding

common units by our general partner and its affiliates would give them the practical ability to prevent our general partner's removal.

Our partnership agreement also provides that if our general partner is removed as our general partner under circumstances where cause does not exist, our general partner will have the right to convert its general partner interest and its incentive distribution rights into common units or to receive cash in exchange for those interests based on the fair market value of the interests at the time.

In the event of removal of our general partner under circumstances where cause exists or withdrawal of our general partner where that withdrawal violates our partnership agreement, a successor general partner will have the option to purchase the general partner interest and incentive distribution rights of the departing general partner for a cash payment equal to the fair market value of those interests. Under all other circumstances where the general partner withdraws or is removed by the limited partners, the departing general partner will have the option to require the successor general partner to purchase the general partner interest of the departing general partner and its incentive distribution rights for their fair market value. In each case, this fair market value will be determined by agreement between the departing general partner and the successor general partner. If no agreement is reached, an independent investment banking firm or other independent expert selected by the departing general partner and the successor general partner will determine the fair market value. Or, if the departing general partner and the successor general partner cannot agree upon an expert, then an expert chosen by agreement of the experts selected by each of them will determine the fair market value.

If the option described above is not exercised by either the departing general partner or the successor general partner, the departing general partner's general partner interest and its incentive distribution rights will automatically convert into common units with a value equal to the fair market value of those interests as determined by an investment banking firm or other independent expert selected in the manner described in the preceding paragraph.

In addition, we will be required to reimburse the departing general partner for all amounts due the departing general partner, including, without limitation, all employee-related liabilities, including severance liabilities, incurred for the termination of any employees employed by the departing general partner or its affiliates for our benefit.

Change of Management Provisions

Our partnership agreement contains specific provisions that are intended to discourage a person or group from attempting to remove Global GP LLC as our general partner or otherwise change management. If any person or group other than our general partner and its affiliates acquires beneficial ownership of 20% or more of the outstanding partnership securities, that person or group loses voting rights on all of its partnership securities. This loss of voting rights does not apply to any person or group that acquires the partnership securities from our general partner or its affiliates and any transferees of that person or group approved by our general partner or to any person or group who acquires the partnership securities with the prior approval of the board of directors of our general partner.

Our partnership agreement also provides that if our general partner is removed under circumstances where cause does not exist, our general partner will have the right to convert its general partner interest and its incentive distribution rights into common units or to receive cash in exchange for those interests.

Limited Call Right

If at any time our general partner and its affiliates own more than 80% of the then-issued and outstanding partnership securities of any class (other than Series A Preferred Units), our general partner will have the right, which it may assign in whole or in part to any of its affiliates or to us, to acquire all, but not less than all, of the remaining partnership securities of the class held by unaffiliated persons. The purchase price in the event of such an acquisitions is the greater of:

- the highest price paid by either of our general partner or any of its affiliates for any partnership securities of the class purchased within the 90 days preceding the date on which our general partner first mails notice of its election to purchase those partnership securities; and

- the average of the daily closing prices of the partnership securities of such class over the 20 trading days preceding the date three days before the date the notice is mailed.

As a result of our general partner's right to purchase outstanding partnership securities, a holder of partnership securities may have his partnership securities purchased at an undesirable time or price. The tax consequences to a unitholder of the exercise of this call right are the same as a sale by that unitholder of his common units in the market. The repurchase right described in this section does not apply to Series A Preferred Units.

Meetings; Voting

Except as described below regarding a person or group owning 20% or more of any partnership securities then outstanding, unitholders or assignees who are record holders of units on the record date are entitled to notice of, and to vote at, meetings of our limited partners and to act upon matters for which approvals may be solicited. Common units that are owned by an assignee who is a record holder, but who has not yet been admitted as a limited partner, will be voted by our general partner at the written direction of the record holder. Absent direction of this kind, the common units will not be voted, except that, in the case of common units held by our general partner on behalf of non-citizen assignees, our general partner will distribute the votes on those common units in the same ratios as the votes of limited partners on other units are cast.

Our general partner does not anticipate that any meeting of limited partners will be called in the foreseeable future. Any action that is required or permitted to be taken by the limited partners may be taken either at a meeting of the limited partners or without a meeting if consents in writing describing the action so taken are signed by holders of the number of partnership securities necessary to authorize or take that action at a meeting. Meetings of the limited partners may be called by our general partner or by limited partners owning at least 20% of the outstanding limited partner interests of the class for which a meeting is proposed. Limited partners may vote either in person or by proxy at meetings. The holders of a majority of the outstanding partnership securities of the class, classes or series entitled to vote and be present for which a meeting has been called, represented in person or by proxy, will constitute a quorum unless any action by the limited partners requires approval by holders of a greater percentage of the partnership securities in which case the quorum will be the greater percentage.

Each record holder of a common unit has a vote according to his percentage interest in us, although additional limited partner interests having special voting rights could be issued. Please read "—Issuance of Additional Securities." However, if at any time any person or group, other than our general partner and its affiliates, or a direct or subsequently approved transferee of our general partner or its affiliates, acquires, in the aggregate, beneficial ownership of 20% or more of any class of partnership securities then outstanding, that person or group will lose voting rights on all of its partnership securities and the partnership securities may not be voted on any matter and will not be considered to be outstanding when sending notices of a meeting of limited partners, calculating required votes, determining the presence of a quorum, or for other similar purposes. Common units held in nominee or street name account will be voted by the broker or other nominee in accordance with the instruction of the beneficial owner unless the arrangement between the beneficial owner and his nominee provides otherwise.

Any notice, demand, request, report, or proxy material required or permitted to be given or made to record holders of common units under our partnership agreement will be delivered to the record holder by us or by the transfer agent.

Non-Citizen Assignees; Redemption

If we are or become subject to federal, state, or local laws or regulations that, in the reasonable determination of our general partner, create a substantial risk of cancellation or forfeiture of any property in which we have an interest in because of the nationality, citizenship, or other related status of any limited partner or assignee, we may redeem the limited partner interest held by the limited partner or assignee at their current market price. In order to avoid any cancellation or forfeiture, our general partner may require each limited partner or assignee to furnish information about his nationality, citizenship, or related status. If a limited partner or assignee fails to furnish information about his nationality, citizenship, or other related status within 30 days after a request for the information or our general partner determines after receipt of the information that the limited partner or assignee is not an eligible citizen, the limited partner or assignee may be treated as a non-citizen assignee. In addition to other limitations on the rights of an assignee that is not a substituted limited partner, a non-citizen assignee does not have

the right to direct the voting of his limited partner interests and may not receive distributions in kind upon our liquidation.

DESCRIPTION OF THE REGISTRANT'S SERIES A PREFERRED UNITS REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

General

Our 9.75% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units ("Series A Preferred Units") are listed on the New York Stock Exchange (the "NYSE") under the symbol "GLP pr A."

We have appointed American Stock Transfer & Trust Company, LLC as the paying agent (the "Paying Agent"), and the registrar and transfer agent (the "Registrar and Transfer Agent"), for the Series A Preferred Units. The address of the Paying Agent and the Registrar and Transfer Agent is 6201 15th Avenue, Brooklyn, New York, 11219.

Ranking

The Series A Preferred Units, with respect to quarterly distributions and amounts payable upon the liquidation, winding-up and dissolution of our affairs, rank:

- senior to our common units, the incentive distribution rights and to each other class or series of limited partner interests or other equity securities established after the original issue date of the Series A Preferred Units that is not expressly made senior to or on parity with the Series A Preferred Units as to the payment of distributions and amounts payable on a liquidation event (individually and collectively, the "Junior Securities");

- on parity with each other and any class or series of limited partner interests or other equity securities established after the original issue date of the Series A Preferred Units with terms expressly providing that such class or series ranks on parity with the Series A Preferred Units as to the payment of distributions or amounts payable upon a liquidation event, as applicable (individually and collectively, but excluding Senior Securities (as defined below), the "Parity Securities");

- junior to any class or series of limited partner interests or equity securities established after the original issue date of the Series A Preferred Units with terms expressly made senior to the Series A Preferred Units as to the payment of distributions or amounts payable upon a liquidation event (individually and collectively, "Senior Securities"); and

- junior to all of our existing and future indebtedness and other liabilities with respect to assets available to satisfy claims against us.

Under our partnership agreement, we may issue Junior Securities from time to time in one or more series without the consent of the holders of the Series A Preferred Units. The board of directors of our general partner has the authority to determine the designations, preferences, rights, powers, and duties of any such series before the issuance of any units of that series. The board of directors of our general partner will also determine the number of units constituting each series of securities. Our ability to issue additional Parity Securities in certain circumstances or Senior Securities is limited as described under "—Voting Rights."

Liquidation Rights

Any amount distributed by us upon our liquidation will be made to our partners in accordance with their respective positive capital account balances. The holders of outstanding Series A Preferred Units will first be specially allocated items of our gross income and gain in a manner designed to cause, in the event of any liquidation, dissolution, or winding up of our affairs (whether voluntary or involuntary), such holders to have a positive capital balance equal to the liquidation preference of $25.00 per Series A Preferred Unit. If the amount of our gross income and gain

available to be specially allocated to the holders of outstanding Series A Preferred Units is not sufficient to cause the capital account of a Series A Preferred Unit to equal the liquidation preference of a Series A Preferred Unit, then the amount that a holder of Series A Preferred Units would receive upon liquidation may be less than the Series A Preferred Unit liquidation preference. Any accumulated and unpaid distributions on the Series A Preferred Units will be paid prior to any distributions in liquidation made in accordance with capital account balances. The rights of the holders of Series A Preferred Units to receive the liquidation preference will be subject to the rights of the holders of any Senior Securities and the proportional rights of holders of Parity Securities in liquidation.

Voting Rights

Except as set forth in our partnership agreement (as described below) or as otherwise required by Delaware law, the Series A Preferred Units have no voting rights.

Unless we have received the affirmative vote or consent of the holders of at least two-thirds of the outstanding Series A Preferred Units, voting as a separate class, we may not adopt any amendment to our partnership agreement that has a material adverse effect on the terms of the Series A Preferred Units. For the avoidance of doubt, for purposes of this voting requirement, any amendment to our partnership agreement (i) relating to the issuance of additional limited partner interests (subject to the voting rights regarding the issuance of Parity Securities or Senior Securities discussed below) and (ii) in connection with a merger or another transaction in which we are the surviving entity and the Series A Preferred Units remain outstanding with the terms thereof materially unchanged in any respect adverse to the holders of Series A Preferred Units, will be deemed to not materially adversely affect the terms of the holders of Series A Preferred Units.

In addition, unless we have received the affirmative vote or consent of the holders of at least two-thirds of the outstanding Series A Preferred Units, voting as a class together with holders of any Parity Securities upon which like voting rights have been conferred and are exercisable, we may not:

- create or issue any Parity Securities (including any additional Series A Preferred Units) if the cumulative distributions payable on then outstanding Series A Preferred Units (or Parity Securities, if applicable) are in arrears;
- create or issue any Senior Securities; or
- declare or pay any distributions to our common unitholders out of capital surplus.

On any matter on which the holders of the Series A Preferred Units are entitled to vote as a class, such holders will be entitled to one vote per Series A Preferred Unit.

Series A Preferred Units held in nominee or street name account will be voted by the broker or other nominee in accordance with the instruction of the beneficial owner unless the arrangement between the beneficial owner and its nominee provides otherwise.

Distributions

General

Holders of Series A Preferred Units are entitled to receive, when, as, and if declared by our general partner out of legally available funds for such purpose, cumulative quarterly cash distributions. Distributions on the Series A Preferred Units are paid out of our available cash with respect to the quarter ended immediately preceding the applicable Distribution Payment Date (as defined below).

Distribution Rate

Distributions on Series A Preferred Units are cumulative from the date of original issue and are payable quarterly in arrears (as described under "—Distribution Payment Dates"), when, as, and if declared by our general partner out of legally available funds for such purpose.

The initial distribution rate for the Series A Preferred Units from and including the date of original issue to, but excluding, August 15, 2023 (the "Fixed Rate Period") is 9.75% per annum of the $25.00 liquidation preference per unit (equal to $2.4375 per unit per annum). On and after August 15, 2023 (the "Floating Rate Period"), distributions on the Series A Preferred Units will accumulate for each distribution period at a percentage of the $25.00 liquidation preference equal to an annual floating rate of the three-month LIBOR plus a spread of 6.774% per annum.

The distribution rate for each distribution period in the Floating Rate Period will be determined by the calculation agent using three-month LIBOR as in effect on the second London banking day prior to the beginning of the distribution period, which date is the "distribution determination date" for the distribution period. The calculation agent then will add the spread of 6.774% per annum to three-month LIBOR as determined on the distribution determination date. Absent manifest error, the calculation agent's determination of the distribution rate for a distribution period for the Series A Preferred Units will be binding and conclusive on holders, the transfer agent, and us. A "London banking day" is any day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

The term "three-month LIBOR" means the London interbank offered rate for deposits in U.S. dollars having an index maturity of three months in amounts of at least $1,000,000, as that rate appears on the display designated on the Reuters Screen LIBOR01 Page (or any successor or replacement page) at approximately 11:00 a.m., London time, on the relevant distribution determination date, provided that:

(i) If no offered rate appears on the Reuters screen page on the relevant distribution determination date at approximately 11:00 a.m., London time, then the calculation agent, after consultation with us, will select four major banks in the London interbank market and will request each of their principal London offices to provide a quotation of the rate at which three-month deposits in U.S. dollars in amounts of at least $1,000,000 are offered by it to prime banks in the London interbank market, on that date and at that time, that is representative of single transactions at that time. If at least two quotations are provided, three-month LIBOR will be the arithmetic average (rounded upward if necessary to the nearest 0.00001 of 1%) of the quotations provided.

(ii) Otherwise, the calculation agent will select three major banks in New York City and will request each of them to provide a quotation of the rate offered by it at approximately 11:00 a.m., New York City time, on the distribution determination date for loans in U.S. dollars to leading European banks having an index maturity of three months for the applicable distribution period in an amount of at least $1,000,000 that is representative of single transactions at that time. If three quotations are provided, three-month LIBOR will be the arithmetic average (rounded upward if necessary to the nearest 0.00001 of 1%) of the quotations provided.

(iii) Otherwise, the calculation agent, after consulting such sources as it deems comparable to any of the foregoing quotations or display page, or any such source as it deems reasonable from which to estimate three-month LIBOR or any of the foregoing lending rates, shall determine three-month LIBOR for the applicable distribution period in its sole discretion.

Notwithstanding the foregoing clauses (i), (ii) and (iii):

(A) If the calculation agent determines on the relevant distribution determination date that the LIBOR base rate has been discontinued, then the calculation agent will use a substitute or successor base rate that it has determined in its sole discretion is most comparable to the LIBOR base rate, provided that if the calculation agent determines there is an industry-accepted substitute or successor base rate, then the calculation agent shall use such substitute or successor base rate; and

(B) If the calculation agent has determined a substitute or successor base rate in accordance with the foregoing, the calculation agent in its sole discretion may determine what business day convention to use, the definition of business day, the distribution determination date to be used and any other relevant methodology for calculating such substitute or successor base rate.

We will appoint a calculation agent (other than us or our affiliates) for the Series A Preferred Units prior to the commencement of the Floating Rate Period and will keep a record of such appointment at our principal offices, which will be available to any unitholder upon request.

Distribution Payment Dates

The "Distribution Payment Dates" for the Series A Preferred Units are February 15, May 15, August 15 and November 15. Distributions are paid to holders of record as of the opening of business on the February 1, May 1, August 1 or November 1 next preceding the Distribution Payment Date. Distributions accumulate in each such period from and including the preceding Distribution Payment Date or the initial issue date, as the case may be, to but excluding the applicable Distribution Payment Date for such period, and distributions accrue on accumulated distributions at the applicable distribution rate. If any Distribution Payment Date otherwise would fall on a day that is not a Business Day, declared distributions will be paid on the immediately succeeding Business Day without the accumulation of additional distributions. Distributions on the Series A Preferred Units will be payable based on a 360-day year consisting of twelve 30-day periods. "Business Day" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America, the Commonwealth of Massachusetts or the State of New York shall not be regarded as a Business Day.

Payment of Distributions

Not later than 5:00 p.m., New York City time, on each Distribution Payment Date, we pay quarterly distributions, if any, on the Series A Preferred Units that have been declared by our general partner to the holders of such Series A Preferred Units as such holders' names appear on our unit transfer books maintained by the Registrar and Transfer Agent on the applicable record date.

So long as the Series A Preferred Units are held of record by the nominee of the Securities Depositary (as defined below), declared distributions are paid to the Depository Trust Company (and its successors or assigns or any other securities depositary selected by us, the "Securities Depositary") in same-day funds on each Distribution Payment Date. The Securities Depositary credits accounts of its participants in accordance with the Securities Depositary's normal procedures. The participants are responsible for holding or disbursing such payments to beneficial owners of the Series A Preferred Units in accordance with the instructions of such beneficial owners.

No distribution may be declared or paid or set apart for payment on any Junior Securities (other than a distribution payable solely in Junior Securities) unless full cumulative distributions have been or contemporaneously are being paid or provided for on all outstanding Series A Preferred Units and any Parity Securities through the most recent respective Distribution Payment Dates. Accumulated distributions in arrears for any past distribution period may be declared by the general partner and paid on any date fixed by the general partner, whether or not a Distribution Payment Date, to holders of the Series A Preferred Units on the record date for such payment, which may not be less than 10 days before such payment date.

Subject to the next succeeding sentence, if all accumulated distributions in arrears on all outstanding Series A Preferred Units and any Parity Securities have not been declared and paid, or sufficient funds for the payment thereof have not been set apart, payment of accumulated distributions in arrears will be made in order of their respective Distribution Payment Dates, commencing with the earliest Distribution Payment Date. If less than all distributions payable with respect to all Series A Preferred Units and any Parity Securities are paid, any partial payment will be made pro rata with respect to the Series A Preferred Units and any Parity Securities entitled to a distribution payment at such time in proportion to the aggregate amounts remaining due in respect of such Series A Preferred Units and Parity Securities at such time. Holders of the Series A Preferred Units are not entitled to any distribution, whether payable in cash, property or units, in excess of full cumulative distributions. Except insofar as distributions accrue on the amount of any accumulated and unpaid distributions no interest or sum of money in lieu of interest will be payable in respect of any distribution payment which may be in arrears on the Series A Preferred Units.

Change of Control

Optional Redemption upon a Change of Control

Upon the occurrence of a Change of Control (as defined below), we may, at our option, redeem the Series A Preferred Units in whole or in part within 120 days after the first date on which such Change of Control occurred (the "Change of Control Redemption Period"), by paying the liquidation preference of $25.00 per Series A Preferred Unit, plus all accumulated and unpaid distributions to, but excluding, the redemption date, whether or not declared. If, prior to the Change of Control Conversion Date (as defined below), we exercise our right to redeem Series A Preferred Units as described in the immediately preceding sentence or as described below under "—Redemption," holders of the Series A Preferred Units we have elected to redeem will not have the conversion right described below under "—Conversion Right upon a Change of Control." Any such redemption would be effected only out of funds legally available for such purpose.

"Change of Control" means the occurrence of any of the following events after the original issue date of the Series A Preferred Units:

- the direct or indirect lease, sale, transfer, conveyance or other disposition (other than by way of merger, consolidation or business combination), in one or a series of related transactions, of all or substantially all of the properties or assets of us and our subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934; or

- the consummation of any transaction (including, without limitation, any merger, consolidation or business combination), the result of which is that any person (as defined above), other than a Permitted Holder (as defined below), becomes the beneficial owner, directly or indirectly, of more than 50% of the voting interests of our general partner, measured by voting power rather than percentage of interests.

"Permitted Holder" means Richard Slifka and Eric Slifka (or other immediate family members of Alfred Slifka or the foregoing or related family trusts or other persons which are controlled by Richard Slifka and/or Eric Slifka).

Conversion Right upon a Change of Control

Upon the occurrence of a Change of Control, each holder of Series A Preferred Units will have the right (unless, during the Change of Control Redemption Period, we provide notice of our election to redeem Series A Preferred Units as described above under "—Optional Redemption upon a Change of Control" or below under "—Redemption") to convert (the "Series A Change of Control Conversion") some or all of the Series A Preferred Units held by such holder on the Change of Control Conversion Date into a number of our common units per Series A Preferred Unit to be converted equal (the "Common Unit Conversion Consideration") to the lesser of:

- the quotient obtained by dividing (i) the sum of the $25.00 liquidation preference plus the amount of any accumulated and unpaid distributions to, but excluding, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a record date for a Series A Preferred Unit distribution payment and prior to the corresponding Series A Preferred Unit distribution payment date, in which case no additional amount for such accumulated and unpaid distribution will be included in this sum) by (ii) the Common Unit Price (as defined below), and

- 2.7100, which is the quotient obtained by dividing (i) the $25.00 liquidation preference by (ii) one-half of the closing price of the common units on the NYSE on July 30, 2018, subject, in each case, to certain adjustments and to provisions as the general partner determines to be equitable in connection with (i) the receipt of any Alternative Conversion Consideration (as defined below) and (ii) splits, combinations and distributions in the form of equity issuances, each as described in greater detail in our partnership agreement.

In the case of a Change of Control pursuant to which our common units will be converted into cash, securities or other property or assets (including any combination thereof) (the "Alternative Conversion Consideration"), a holder

of Series A Preferred Units electing to exercise its Change of Control Conversion Right (as defined below) will receive upon conversion of such Series A Preferred Units elected by such holder the kind and amount of such consideration that such holder would have owned or been entitled to receive upon the Change of Control had such holder held a number of our common units equal to the Common Unit Conversion Consideration immediately prior to the effective time of the Change of Control, which we refer to as the Alternative Conversion Consideration; provided, however, that if the holders of our common units have the opportunity to elect the form of consideration to be received in the Change of Control, the consideration that the holders of Series A Preferred Units electing to exercise their Change of Control Conversion Right will receive will be the form and proportion of the aggregate consideration elected by the holders of our common units who participate in the determination (based on the weighted average of elections) and will be subject to any limitations to which all holders of our common units are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control. We will not issue fractional common units upon the conversion of the Series A Preferred Units. Instead, we will pay the cash value of such fractional units.

If we provide a redemption notice prior to the expiration of the Change of Control Redemption Period, whether pursuant to our special optional redemption right in connection with a Change of Control as described under "—Optional Redemption upon a Change of Control" or our optional redemption rights as described below under "—Redemption," holders of Series A Preferred Units will not have any right to convert the Series A Preferred Units that we have elected to redeem and any Series A Preferred Units subsequently selected for redemption that have been tendered for conversion pursuant to the Change of Control Conversion Right will be redeemed on the related redemption date instead of converted on the Change of Control Conversion Date.

Within five days following the expiration of the Change of Control Redemption Period (or, if we waive our right to redeem the Series A Preferred Units prior to the expiration of the Change of Control Redemption Period, within five days following the date of such waiver), we will provide to the holders of Series A Preferred Units written notice (the "Change of Control Conversion Right Notice") of occurrence of the Change of Control that describes the resulting Change of Control Conversion Right. The Change of Control Conversion Right Notice will state the following:

- the events constituting the Change of Control;
- the date of the Change of Control;
- the date on which the Change of Control Redemption Period expired or was waived;
- the last date on which the holders of Series A Preferred Units may exercise their Change of Control Conversion Right;
- the method and period for calculating the Common Unit Price;
- the Change of Control Conversion Date;
- if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per Series A Preferred Unit;
- the name and address of the Paying Agent; and
- the procedure that the holders of Series A Preferred Units must follow to exercise the Change of Control Conversion Right.

We will issue a press release for publication through a news or press organization as is reasonably expected to broadly disseminate the relevant information to the public, or post notice on our website, in any event prior to the opening of business on the first Business Day following any date on which we provide the Change of Control Conversion Right Notice to the holders of Series A Preferred Units.

Holders of Series A Preferred Units that choose to exercise their Change of Control Conversion Right will be required prior to the close of business on the third Business Day preceding the Change of Control Conversion Date, to notify us of the number of Series A Preferred Units to be converted and otherwise to comply with any applicable procedures contained in the Change of Control Conversion Right Notice or otherwise required by the Securities Depositary for effecting the conversion.

"Change of Control Conversion Right" means the right of a holder of Series A Preferred Units to convert some or all of the Series A Preferred Units held by such holder on the Change of Control Conversion Date into a number of our common units per Series A Preferred Unit pursuant to the conversion provisions in our partnership agreement.

"Change of Control Conversion Date" means the date fixed by our general partner, in its sole discretion, as the date the Series A Preferred Units are to be converted into common units, which will be a Business Day that is no fewer than 20 days nor more than 35 days after the date on which we provide the Change of Control Conversion Right Notice to holders of the Series A Preferred Units.

"Common Unit Price" means (i) the amount of cash consideration per common unit, if the consideration to be received in the Change of Control by the holders of our common units is solely cash; and (ii) the average of the closing prices for our common units on the NYSE for the ten consecutive trading days immediately preceding, but not including, the Change of Control Conversion Date, if the consideration to be received in the Change of Control by the holders of our common units is other than solely cash.

Redemption

Optional Redemption on or after August 15, 2023

Any time on or after August 15, 2023, we may redeem, at our option, in whole or in part, the Series A Preferred Units at a redemption price in cash equal to $25.00 per Series A Preferred Unit plus an amount equal to all accumulated and unpaid distributions thereon to, but excluding, the date of redemption, whether or not declared. We may undertake multiple partial redemptions. We may also redeem the Series A Preferred Units under the terms set forth under "—Change of Control —Optional Redemption upon a Change of Control." Any such redemption would be effected only out of funds legally available for such purpose and would be subject to compliance with the provisions of the instruments governing our outstanding indebtedness.

Redemption Procedures

Any optional redemption shall be effected only out of funds legally available for such purpose. We will give written notice of any redemption not less than 30 days and not more than 60 days before the scheduled date of redemption, to the holders of any Series A Preferred Units to be redeemed as such holders' names appear on our unit transfer books maintained by the Registrar and Transfer Agent at the address of such holders shown therein. Such notice shall state: (i) the redemption date, (ii) the number of Series A Preferred Units to be redeemed and, if less than all outstanding Series A Preferred Units are to be redeemed, the number (and, in the case of Series A Preferred Units in certificated form, the identification) of Series A Preferred Units to be redeemed from such holder, (iii) the redemption price, (iv) the place where any Series A Preferred Units in certificated form are to be redeemed and shall be presented and surrendered for payment of the redemption price therefor, and (v) that distributions on the Series A Preferred Units to be redeemed will cease to accumulate from and after such redemption date.

If fewer than all of the outstanding Series A Preferred Units are to be redeemed, the number of Series A Preferred Units to be redeemed will be determined by us, and such Series A Preferred Units will be redeemed by such method of selection as the Securities Depositary shall determine, pro rata or by lot, with adjustments to avoid redemption of fractional units. So long as all Series A Preferred Units are held of record by the nominee of the Securities Depositary, we will give notice, or cause notice to be given, to the Securities Depositary of the number of Series A Preferred Units to be redeemed, and the Securities Depositary will determine the number of Series A Preferred Units to be redeemed from the account of each of its participants holding such Series A Preferred Units in its participant account. Thereafter, each participant will select the number of Series A Preferred Units to be redeemed

from each beneficial owner for whom it acts (including the participant, to the extent it holds Series A Preferred Units for its own account). A participant may determine to redeem Series A Preferred Units from some beneficial owners (including the participant itself) without redeeming Series A Preferred Units from the accounts of other beneficial owners. Any Series A Preferred Units not redeemed will remain outstanding and entitled to all the rights and preferences of Series A Preferred Units under our partnership agreement.

So long as the Series A Preferred Units are held of record by the nominee of the Securities Depositary, the redemption price will be paid by the Paying Agent to the Securities Depositary on the redemption date. The Securities Depositary's normal procedures provide for it to distribute the amount of the redemption price in same-day funds to its participants who, in turn, are expected to distribute such funds to the persons for whom they are acting as agent.

If we give or cause to be given a notice of redemption, then we will deposit with the Paying Agent funds sufficient to redeem the Series A Preferred Units as to which notice has been given by 10:00 a.m., New York City time, on the date fixed for redemption, and will give the Paying Agent irrevocable instructions and authority to pay the redemption price to the holder or holders thereof upon surrender or deemed surrender (which will occur automatically if the certificate representing such Series A Preferred Units is issued in the name of the Securities Depositary or its nominee) of the certificates therefor. If a notice of redemption shall have been given, then from and after the date fixed for redemption, unless we default in providing funds sufficient for such redemption at the time and place specified for payment pursuant to the notice, all distributions on such Series A Preferred Units will cease to accumulate and all rights of holders of such Series A Preferred Units as limited partners will cease, except the right to receive the redemption price, including an amount equal to accumulated and unpaid distributions to the date fixed for redemption, whether or not declared. The holders of Series A Preferred Units will have no claim to the interest income, if any, earned on such funds deposited with the Paying Agent. Any funds deposited with the Paying Agent hereunder by us for any reason, including, but not limited to, redemption of Series A Preferred Units, that remain unclaimed or unpaid after one year after the applicable redemption date or other payment date, shall be, to the extent permitted by law, repaid to us upon our written request, after which repayment the holders of the Series A Preferred Units entitled to such redemption or other payment shall have recourse only to us.

If only a portion of the Series A Preferred Units represented by a certificate has been called for redemption, upon surrender of the certificate to the Paying Agent (which will occur automatically if the certificate representing such Series A Preferred Units is registered in the name of the Securities Depositary or its nominee), we will issue and the Paying Agent will deliver to the holder of such Series A Preferred Units a new certificate (or adjust the applicable book-entry account) representing the number of Series A Preferred Units represented by the surrendered certificate that have not been called for redemption.

Notwithstanding any notice of redemption, there will be no redemption of any Series A Preferred Units called for redemption until funds sufficient to pay the full redemption price of such Series A Preferred Units, including all accumulated and unpaid distributions to, but excluding, the date of redemption, whether or not declared, have been deposited by us with the Paying Agent.

We may from time to time purchase Series A Preferred Units, subject to compliance with all applicable securities and other laws. We have no obligation, or any present plan or intention, to purchase any Series A Preferred Units. Any Series A Preferred Units that we redeem or otherwise acquire will be cancelled.

Notwithstanding the foregoing, in the event that full cumulative distributions on the Series A Preferred Units and any Parity Securities have not been paid or declared and set apart for payment, we may not repurchase, redeem or otherwise acquire, in whole or in part, any Series A Preferred Units or Parity Securities except pursuant to a purchase or exchange offer made on the same relative terms to all holders of Series A Preferred Units and any Parity Securities. Common units and any other Junior Securities may not be redeemed, repurchased or otherwise acquired by us unless full cumulative distributions on the Series A Preferred Units and any Parity Securities for all prior and the then-ending distribution periods have been paid or declared and set apart for payment.

No Limited Call Right

Our general partner's limited call right does not apply to the Series A Preferred Units.

No Sinking Fund

The Series A Preferred Units do not have the benefit of any sinking fund.

No Fiduciary Duty

Notwithstanding anything to the contrary in the partnership agreement or any duty existing at law, in equity or otherwise, we, and the officers and directors of our general partner, do not owe any duties, including fiduciary duties, or have any liabilities to holders of the Series A Preferred Units.

Book-Entry System

All Series A Preferred Units are represented by a single certificate issued to the Securities Depositary, and registered in the name of its nominee (Cede & Co.). The Series A Preferred Units will continue to be represented by a single certificate registered in the name of the Securities Depositary or its nominee, and no holder of the Series A Preferred Units is entitled to receive a certificate evidencing such Series A Preferred Units unless otherwise required by law or the Securities Depositary gives notice of its intention to resign or is no longer eligible to act as such and we have not selected a substitute Securities Depositary within 60 calendar days thereafter. Payments and communications made by us to holders of the Series A Preferred Units are duly made by making payments to, and communicating with, the Securities Depositary. Accordingly, unless certificates are available to holders of the Series A Preferred Units, each purchaser of Series A Preferred Units must rely on (i) the procedures of the Securities Depositary and its participants to receive distributions, any redemption price, liquidation preference and notices, and to direct the exercise of any voting rights, with respect to such Series A Preferred Units and (ii) the records of the Securities Depositary and its participants to evidence its ownership of such Series A Preferred Units.

So long as the Securities Depositary (or its nominee) is the sole holder of the Series A Preferred Units, no beneficial holder of the Series A Preferred Units will be deemed to be a holder of Series A Preferred Units. The Depository Trust Company, the initial Securities Depositary, is a New York-chartered limited purpose trust company that performs services for its participants, some of whom (and/or their representatives) own the Depository Trust Company. The Securities Depositary maintains lists of its participants and the positions (i.e., ownership interests) held by its participants in the Series A Preferred Units, whether as a holder of the Series A Preferred Units for its own account or as a nominee for another holder of the Series A Preferred Units.

Calculation Agent

We will appoint a calculation agent (other than us or our affiliates) for the Series A Preferred Units prior to the commencement of the Floating Rate Period and will keep a record of such appointment at our principal offices, which will be available to any unitholder upon request.

Exhibit 4.4

**DESCRIPTION OF THE REGISTRANT'S SERIES B PREFERRED UNITS
REGISTERED PURSUANT TO SECTION 12 OF THE
SECURITIES EXCHANGE ACT OF 1934**

General

Our 9.50% Series B Fixed Rate Cumulative Redeemable Perpetual Preferred Units ("Series B Preferred Units") are listed on the New York Stock Exchange (the "NYSE") under the symbol "GLP pr B."

We have appointed American Stock Transfer & Trust Company, LLC as the paying agent (the "Paying Agent"), and the registrar and transfer agent (the "Registrar and Transfer Agent"), for the Series B Preferred Units. The address of the Paying Agent and the Registrar and Transfer Agent is 6201 15th Avenue, Brooklyn, New York, 11219.

Ranking

The Series B Preferred Units, with respect to quarterly distributions and amounts payable upon the liquidation, winding-up and dissolution of our affairs, rank:

- senior to our common units, the incentive distribution rights and to each other class or series of limited partner interests or other equity securities established after the original issue date of the Series B Preferred Units that is not expressly made senior to or on parity with the Series B Preferred Units as to the payment of distributions and amounts payable on a liquidation event (individually and collectively, the "Junior Securities");

- on parity with each other and any class or series of limited partner interests or other equity securities established after the original issue date of the Series B Preferred Units with terms expressly providing that such class or series ranks on parity with the Series B Preferred Units as to the payment of distributions or amounts payable upon a liquidation event, as applicable (individually and collectively, but excluding Senior Securities (as defined below), the "Parity Securities") (including our 9.75% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (the "Series A Preferred Units"));

- junior to any class or series of limited partner interests or equity securities established after the original issue date of the Series B Preferred Units with terms expressly made senior to the Series B Preferred Units as to the payment of distributions or amounts payable upon a liquidation event (individually and collectively, "Senior Securities"); and

- junior to all of our existing and future indebtedness and other liabilities with respect to assets available to satisfy claims against us.

Under our partnership agreement, we may issue Junior Securities from time to time in one or more series without the consent of the holders of the Series B Preferred Units. The board of directors of our general partner has the authority to determine the designations, preferences, rights, powers, and duties of any such series before the issuance of any units of that series. The board of directors of our general partner will also determine the number of units constituting each series of securities. Our ability to issue additional Parity Securities in certain circumstances or Senior Securities is limited as described under "—Voting Rights."

Liquidation Rights

Any amount distributed by us upon our liquidation will be made to our partners in accordance with their respective positive capital account balances. The holders of outstanding Series B Preferred Units will first be specially allocated items of our gross income and gain in a manner designed to cause, in the event of any liquidation, dissolution, or winding up of our affairs (whether voluntary or involuntary), such holders to have a positive capital balance equal

to the liquidation preference of $25.00 per Series B Preferred Unit. If the amount of our gross income and gain available to be specially allocated to the holders of outstanding Series B Preferred Units is not sufficient to cause the capital account of a Series B Preferred Unit to equal the liquidation preference of a Series B Preferred Unit, then the amount that a holder of Series B Preferred Units would receive upon liquidation may be less than the Series B Preferred Unit liquidation preference. Any accumulated and unpaid distributions on the Series B Preferred Units will be paid prior to any distributions in liquidation made in accordance with capital account balances. The rights of the holders of Series B Preferred Units to receive the liquidation preference will be subject to the rights of the holders of any Senior Securities and the proportional rights of holders of Parity Securities (including the Series A Preferred Units) in liquidation.

Voting Rights

Except as set forth in our partnership agreement (as described below) or as otherwise required by Delaware law, the Series B Preferred Units have no voting rights.

Unless we have received the affirmative vote or consent of the holders of at least two-thirds of the outstanding Series B Preferred Units, voting as a separate class, we may not adopt any amendment to our partnership agreement that would have a material adverse effect on the terms of the Series B Preferred Units. For the avoidance of doubt, for purposes of this voting requirement, any amendment to our partnership agreement (i) relating to the issuance of additional limited partner interests (subject to the voting rights regarding the issuance of Parity Securities or Senior Securities discussed below) and (ii) in connection with a merger or another transaction in which we are the surviving entity and the Series B Preferred Units remain outstanding with the terms thereof materially unchanged in any respect adverse to the holders of Series B Preferred Units, will be deemed to not materially adversely affect the terms of the holders of Series B Preferred Units.

In addition, unless we have received the affirmative vote or consent of the holders of at least two-thirds of the outstanding Series B Preferred Units, voting as a class together with holders of any Parity Securities upon which like voting rights have been conferred and are exercisable (including the Series A Preferred Units), we may not:

- create or issue any Parity Securities (including any additional Series A Preferred Units and Series B Preferred Units) if the cumulative distributions payable on then outstanding Series B Preferred Units (or Parity Securities, if applicable) are in arrears;

- create or issue any Senior Securities; or

- declare or pay any distributions to our common unitholders out of capital surplus.

On any matter on which the holders of the Series B Preferred Units are entitled to vote as a class, such holders will be entitled to one vote per Series B Preferred Unit.

Series B Preferred Units held in nominee or street name account will be voted by the broker or other nominee in accordance with the instruction of the beneficial owner unless the arrangement between the beneficial owner and its nominee provides otherwise.

Distributions

General

Holders of Series B Preferred Units are entitled to receive, when, as, and if declared by our general partner out of legally available funds for such purpose, cumulative quarterly cash distributions. Distributions on the Series B Preferred Units are paid out of our available cash with respect to the quarter ended immediately preceding the applicable Distribution Payment Date (as defined below).

Distribution Rate

Distributions on Series B Preferred Units are cumulative from the date of original issue and are payable quarterly in arrears (as described under "—Distribution Payment Dates"), when, as, and if declared by our general partner out of legally available funds for such purpose.

The distribution rate for the Series B Preferred Units is 9.50% per annum of the $25.00 liquidation preference per unit (equal to $2.375 per unit per annum).

Distribution Payment Dates

The "Distribution Payment Dates" for the Series B Preferred Units are February 15, May 15, August 15 and November 15. Distributions are paid to holders of record as of the opening of business on the February 1, May 1, August 1 or November 1 next preceding the Distribution Payment Date. Distributions accumulate in each such period from and including the preceding Distribution Payment Date or the initial issue date, as the case may be, to but excluding the applicable Distribution Payment Date for such period, and distributions accrue on accumulated distributions at the applicable distribution rate. If any Distribution Payment Date otherwise would fall on a day that is not a Business Day, declared distributions will be paid on the immediately succeeding Business Day without the accumulation of additional distributions. Distributions on the Series B Preferred Units will be payable based on a 360-day year consisting of twelve 30-day periods. "Business Day" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America, the Commonwealth of Massachusetts or the State of New York shall not be regarded as a Business Day.

Payment of Distributions

Not later than 5:00 p.m., New York City time, on each Distribution Payment Date, we pay quarterly distributions, if any, on the Series B Preferred Units that have been declared by our general partner to the holders of such Series B Preferred Units as such holders' names appear on our unit transfer books maintained by the Registrar and Transfer Agent on the applicable record date.

So long as the Series B Preferred Units are held of record by the nominee of the Depository Trust Company (and its successors or assigns or any other securities depositary selected by us, the "Securities Depositary"), declared distributions are paid to the Securities Depositary in same-day funds on each Distribution Payment Date. The Securities Depositary credits accounts of its participants in accordance with the Securities Depositary's normal procedures. The participants are responsible for holding or disbursing such payments to beneficial owners of the Series B Preferred Units in accordance with the instructions of such beneficial owners.

No distribution may be declared or paid or set apart for payment on any Junior Securities (other than a distribution payable solely in Junior Securities) unless full cumulative distributions have been or contemporaneously are being paid or provided for on all outstanding Series B Preferred Units and any Parity Securities through the most recent respective Distribution Payment Dates. Accumulated distributions in arrears for any past distribution period may be declared by the general partner and paid on any date fixed by the general partner, whether or not a Distribution Payment Date, to holders of the Series B Preferred Units on the record date for such payment, which may not be less than 10 days before such payment date.

Subject to the next succeeding sentence, if all accumulated distributions in arrears on all outstanding Series B Preferred Units and any Parity Securities (including the Series A Preferred Units) have not been declared and paid, or sufficient funds for the payment thereof have not been set apart, payment of accumulated distributions in arrears will be made in order of their respective Distribution Payment Dates, commencing with the earliest Distribution Payment Date. If less than all distributions payable with respect to all Series B Preferred Units and any Parity Securities (including the Series A Preferred Units) are paid, any partial payment will be made pro rata with respect to the Series B Preferred Units and any Parity Securities (including the Series A Preferred Units) entitled to a distribution payment at such time in proportion to the aggregate amounts remaining due in respect of such Series B Preferred Units and Parity Securities (including the Series A Preferred Units) at such time. Holders of the Series B Preferred Units are not entitled to any distribution, whether payable in cash, property or units, in excess of full cumulative distributions.

Except insofar as distributions accrue on the amount of any accumulated and unpaid distributions no interest or sum of money in lieu of interest will be payable in respect of any distribution payment which may be in arrears on the Series B Preferred Units.

Change of Control

Optional Redemption upon a Change of Control

Upon the occurrence of a Change of Control (as defined below), we may, at our option, redeem the Series B Preferred Units in whole or in part within 120 days after the first date on which such Change of Control occurred (the "Change of Control Redemption Period"), by paying the liquidation preference of $25.00 per Series B Preferred Unit, plus all accumulated and unpaid distributions to, but excluding, the redemption date, whether or not declared. If, prior to the Change of Control Conversion Date (as defined below), we exercise our right to redeem Series B Preferred Units as described in the immediately preceding sentence or as described below under "—Redemption," holders of the Series B Preferred Units we have elected to redeem will not have the conversion right described below under "—Conversion Right upon a Change of Control." Any such redemption will be effected only out of funds legally available for such purpose.

"Change of Control" means the occurrence of any of the following events after the original issue date of the Series B Preferred Units:

- the direct or indirect lease, sale, transfer, conveyance or other disposition (other than by way of merger, consolidation or business combination), in one or a series of related transactions, of all or substantially all of the properties or assets of us and our subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d)(3) of the Securities Exchange Act of 1934; or

- the consummation of any transaction (including, without limitation, any merger, consolidation or business combination), the result of which is that any person (as defined above), other than a Permitted Holder (as defined below), becomes the beneficial owner, directly or indirectly, of more than 50% of the voting interests of our general partner, measured by voting power rather than percentage of interests.

"Permitted Holder" means Richard Slifka and Eric Slifka (or (i) other immediate family members of Alfred Slifka or the foregoing, (ii) related family trusts or (iii) other persons which are controlled by Richard Slifka and/or Eric Slifka).

Conversion Right upon a Change of Control

Upon the occurrence of a Change of Control, each holder of Series B Preferred Units will have the right (unless, during the Change of Control Redemption Period, we provide notice of our election to redeem Series B Preferred Units as described above under "—Optional Redemption upon a Change of Control" or below under "—Redemption") to convert some or all of the Series B Preferred Units held by such holder on the Change of Control Conversion Date into a number of our common units per Series B Preferred Unit to be converted equal (the "Common Unit Conversion Consideration") to the lesser of:

- the quotient obtained by dividing (i) the sum of the $25.00 liquidation preference plus the amount of any accumulated and unpaid distributions to, but excluding, the Change of Control Conversion Date (unless the Change of Control Conversion Date is after a record date for a Series B Preferred Unit distribution payment and prior to the corresponding Series B Preferred Unit distribution payment date, in which case no additional amount for such accumulated and unpaid distribution will be included in this sum) by (ii) the Common Unit Price (as defined below), and

- 2.1533, which is the quotient obtained by dividing (i) the $25.00 liquidation preference by (ii) one-half of the closing price of the common units on the NYSE on March 16, 2021, subject, in each case, to certain adjustments and to provisions as the general partner determines to be equitable in connection with (i) the

receipt of any Alternative Conversion Consideration (as defined below) and (ii) splits, combinations and distributions in the form of equity issuances, each as described in greater detail in our partnership agreement.

In the case of a Change of Control pursuant to which our common units will be converted into cash, securities or other property or assets (including any combination thereof) (the "Alternative Conversion Consideration"), a holder of Series B Preferred Units electing to exercise its Change of Control Conversion Right (as defined below) will receive upon conversion of such Series B Preferred Units elected by such holder the kind and amount of such consideration that such holder would have owned or been entitled to receive upon the Change of Control had such holder held a number of our common units equal to the Common Unit Conversion Consideration immediately prior to the effective time of the Change of Control, which we refer to as the Alternative Conversion Consideration; provided, however, that if the holders of our common units have the opportunity to elect the form of consideration to be received in the Change of Control, the consideration that the holders of Series B Preferred Units electing to exercise their Change of Control Conversion Right will receive will be the form and proportion of the aggregate consideration elected by the holders of our common units who participate in the determination (based on the weighted average of elections) and will be subject to any limitations to which all holders of our common units are subject, including, without limitation, pro rata reductions applicable to any portion of the consideration payable in the Change of Control. We will not issue fractional common units upon the conversion of the Series B Preferred Units. Instead, we will pay the cash value of such fractional units.

If we provide a redemption notice prior to the expiration of the Change of Control Redemption Period, whether pursuant to our special optional redemption right in connection with a Change of Control as described under "—Optional Redemption upon a Change of Control" or our optional redemption rights as described below under "—Redemption," holders of Series B Preferred Units will not have any right to convert the Series B Preferred Units that we have elected to redeem and any Series B Preferred Units subsequently selected for redemption that have been tendered for conversion pursuant to the Change of Control Conversion Right will be redeemed on the related redemption date instead of converted on the Change of Control Conversion Date.

Within five days following the expiration of the Change of Control Redemption Period (or, if we waive our right to redeem the Series B Preferred Units prior to the expiration of the Change of Control Redemption Period, within five days following the date of such waiver), we will provide to the holders of Series B Preferred Units written notice (the "Change of Control Conversion Right Notice") of occurrence of the Change of Control that describes the resulting Change of Control Conversion Right. The Change of Control Conversion Right Notice will state the following:

- the events constituting the Change of Control;
- the date of the Change of Control;
- the date on which the Change of Control Redemption Period expired or was waived;
- the last date on which the holders of Series B Preferred Units may exercise their Change of Control Conversion Right;
- the method and period for calculating the Common Unit Price;
- the Change of Control Conversion Date;
- if applicable, the type and amount of Alternative Conversion Consideration entitled to be received per Series B Preferred Unit;
- the name and address of the Paying Agent; and
- the procedure that the holders of Series B Preferred Units must follow to exercise the Change of Control Conversion Right.

We will issue a press release for publication through a news or press organization as is reasonably expected to broadly disseminate the relevant information to the public, or post notice on our website, in any event prior to the opening of business on the first Business Day following any date on which we provide the Change of Control Conversion Right Notice to the holders of Series B Preferred Units.

Holders of Series B Preferred Units that choose to exercise their Change of Control Conversion Right will be required prior to the close of business on the third Business Day preceding the Change of Control Conversion Date, to notify us of the number of Series B Preferred Units to be converted and otherwise to comply with any applicable procedures contained in the Change of Control Conversion Right Notice or otherwise required by the Securities Depositary for effecting the conversion.

"Change of Control Conversion Right" means the right of a holder of Series B Preferred Units to convert some or all of the Series B Preferred Units held by such holder on the Change of Control Conversion Date into a number of our common units per Series B Preferred Unit pursuant to the conversion provisions in our partnership agreement.

"Change of Control Conversion Date" means the date fixed by our general partner, in its sole discretion, as the date the Series B Preferred Units are to be converted into common units, which will be a Business Day that is no fewer than 20 days nor more than 35 days after the date on which we provide the Change of Control Conversion Right Notice to holders of the Series B Preferred Units.

"Common Unit Price" means (i) the amount of cash consideration per common unit, if the consideration to be received in the Change of Control by the holders of our common units is solely cash; and (ii) the average of the closing prices for our common units on the NYSE for the ten consecutive trading days immediately preceding, but not including, the Change of Control Conversion Date, if the consideration to be received in the Change of Control by the holders of our common units is other than solely cash.

Redemption

Optional Redemption on or after May 15, 2026

Any time on or after May 15, 2026, we may redeem, at our option, in whole or in part, the Series B Preferred Units at a redemption price in cash equal to $25.00 per Series B Preferred Unit plus an amount equal to all accumulated and unpaid distributions thereon to, but excluding, the date of redemption, whether or not declared. We may undertake multiple partial redemptions. We may also redeem the Series B Preferred Units under the terms set forth under "—Change of Control—Optional Redemption upon a Change of Control." Any such redemption will be effected only out of funds legally available for such purpose and will be subject to compliance with the provisions of the instruments governing our outstanding indebtedness.

Redemption Procedures

Any optional redemption shall be effected only out of funds legally available for such purpose. We will give written notice of any redemption not less than 30 days and not more than 60 days before the scheduled date of redemption, to the holders of any Series B Preferred Units to be redeemed as such holders' names appear on our unit transfer books maintained by the Registrar and Transfer Agent at the address of such holders shown therein. Such notice shall state: (i) the redemption date, (ii) the number of Series B Preferred Units to be redeemed and, if less than all outstanding Series B Preferred Units are to be redeemed, the number (and, in the case of Series B Preferred Units in certificated form, the identification) of Series B Preferred Units to be redeemed from such holder, (iii) the redemption price, (iv) the place where any Series B Preferred Units in certificated form are to be redeemed and shall be presented and surrendered for payment of the redemption price therefor, and (v) that distributions on the Series B Preferred Units to be redeemed will cease to accumulate from and after such redemption date.

If fewer than all of the outstanding Series B Preferred Units are to be redeemed, the number of Series B Preferred Units to be redeemed will be determined by us, and such Series B Preferred Units will be redeemed by such method of selection as the Securities Depositary shall determine, pro rata or by lot, with adjustments to avoid

redemption of fractional units. So long as all Series B Preferred Units are held of record by the nominee of the Securities Depositary, we will give notice, or cause notice to be given, to the Securities Depositary of the number of Series B Preferred Units to be redeemed, and the Securities Depositary will determine the number of Series B Preferred Units to be redeemed from the account of each of its participants holding such Series B Preferred Units in its participant account. Thereafter, each participant will select the number of Series B Preferred Units to be redeemed from each beneficial owner for whom it acts (including the participant, to the extent it holds Series B Preferred Units for its own account). A participant may determine to redeem Series B Preferred Units from some beneficial owners (including the participant itself) without redeeming Series B Preferred Units from the accounts of other beneficial owners. Any Series B Preferred Units not redeemed will remain outstanding and entitled to all the rights and preferences of Series B Preferred Units under our partnership agreement.

So long as the Series B Preferred Units are held of record by the nominee of the Securities Depositary, the redemption price will be paid by the Paying Agent to the Securities Depositary on the redemption date. The Securities Depositary's normal procedures provide for it to distribute the amount of the redemption price in same-day funds to its participants who, in turn, are expected to distribute such funds to the persons for whom they are acting as agent.

If we give or cause to be given a notice of redemption, then we will deposit with the Paying Agent funds sufficient to redeem the Series B Preferred Units as to which notice has been given by 10:00 a.m., New York City time, on the date fixed for redemption, and will give the Paying Agent irrevocable instructions and authority to pay the redemption price to the holder or holders thereof upon surrender or deemed surrender (which will occur automatically if the certificate representing such Series B Preferred Units is issued in the name of the Securities Depositary or its nominee) of the certificates therefor. If a notice of redemption shall have been given, then from and after the date fixed for redemption, unless we default in providing funds sufficient for such redemption at the time and place specified for payment pursuant to the notice, all distributions on such Series B Preferred Units will cease to accumulate and all rights of holders of such Series B Preferred Units as limited partners will cease, except the right to receive the redemption price, including an amount equal to accumulated and unpaid distributions to the date fixed for redemption, whether or not declared. The holders of Series B Preferred Units will have no claim to the interest income, if any, earned on such funds deposited with the Paying Agent. Any funds deposited with the Paying Agent hereunder by us for any reason, including, but not limited to, redemption of Series B Preferred Units, that remain unclaimed or unpaid after one year after the applicable redemption date or other payment date, shall be, to the extent permitted by law, repaid to us upon our written request, after which repayment the holders of the Series B Preferred Units entitled to such redemption or other payment shall have recourse only to us.

If only a portion of the Series B Preferred Units represented by a certificate has been called for redemption, upon surrender of the certificate to the Paying Agent (which will occur automatically if the certificate representing such Series B Preferred Units is registered in the name of the Securities Depositary or its nominee), we will issue and the Paying Agent will deliver to the holder of such Series B Preferred Units a new certificate (or adjust the applicable book-entry account) representing the number of Series B Preferred Units represented by the surrendered certificate that have not been called for redemption.

Notwithstanding any notice of redemption, there will be no redemption of any Series B Preferred Units called for redemption until funds sufficient to pay the full redemption price of such Series B Preferred Units, including all accumulated and unpaid distributions to, but excluding, the date of redemption, whether or not declared, have been deposited by us with the Paying Agent.

We may from time to time purchase Series B Preferred Units, subject to compliance with all applicable securities and other laws. We have no obligation, or any present plan or intention, to purchase any Series B Preferred Units. Any Series B Preferred Units that we redeem or otherwise acquire will be cancelled.

Notwithstanding the foregoing, in the event that full cumulative distributions on the Series B Preferred Units and any Parity Securities have not been paid or declared and set apart for payment, we may not repurchase, redeem or otherwise acquire, in whole or in part, any Series B Preferred Units or Parity Securities except pursuant to a purchase or exchange offer made on the same relative terms to all holders of Series B Preferred Units and any Parity Securities. Common units and any other Junior Securities may not be redeemed, repurchased or otherwise acquired by us unless full cumulative distributions on the Series B Preferred Units and any Parity Securities for all prior and the then-ending distribution periods have been paid or declared and set apart for payment.

No Limited Call Right

Our general partner's limited call right does not apply to the Series B Preferred Units.

No Sinking Fund

The Series B Preferred Units do not have the benefit of any sinking fund.

No Fiduciary Duty

Notwithstanding anything to the contrary in the partnership agreement or any duty existing at law, in equity or otherwise, we, and the officers and directors of our general partner, do not owe any duties, including fiduciary duties, or have any liabilities to holders of the Series B Preferred Units.

Book-Entry System

All Series B Preferred Units are represented by a single certificate issued to the Securities Depositary, and registered in the name of its nominee (Cede & Co.). The Series B Preferred Units will continue to be represented by a single certificate registered in the name of the Securities Depositary or its nominee, and no holder of the Series B Preferred Units is entitled to receive a certificate evidencing such Series B Preferred Units unless otherwise required by law or the Securities Depositary gives notice of its intention to resign or is no longer eligible to act as such and we have not selected a substitute Securities Depositary within 60 calendar days thereafter. Payments and communications made by us to holders of the Series B Preferred Units are duly made by making payments to, and communicating with, the Securities Depositary. Accordingly, unless certificates are available to holders of the Series B Preferred Units, each purchaser of Series B Preferred Units must rely on (i) the procedures of the Securities Depositary and its participants to receive distributions, any redemption price, liquidation preference and notices, and to direct the exercise of any voting rights, with respect to such Series B Preferred Units and (ii) the records of the Securities Depositary and its participants to evidence its ownership of such Series B Preferred Units.

So long as the Securities Depositary (or its nominee) is the sole holder of the Series B Preferred Units, no beneficial holder of the Series B Preferred Units will be deemed to be a holder of Series B Preferred Units. The Depository Trust Company, the initial Securities Depositary, is a New York-chartered limited purpose trust company that performs services for its participants, some of whom (and/or their representatives) own the Depository Trust Company. The Securities Depositary maintains lists of its participants and the positions (i.e., ownership interests) held by its participants in the Series B Preferred Units, whether as a holder of the Series B Preferred Units for its own account or as a nominee for another holder of the Series B Preferred Units.

Exhibit 10.32

FIRST AMENDMENT TO
2021 EMPLOYMENT AGREEMENT

This First Amendment to 2021 Employment Agreement ("First Amendment") is made as of December 31, 2021 by and between Global GP LLC, a Delaware limited liability company (the "Company"), and Gregory B. Hanson (the "Executive"), and amends that certain Employment Agreement by and between the Company and the Executive dated as of September 1, 2021 (the "2021 G. Hanson Employment Agreement").

WHEREAS, the Company and the Executive desire to extend the initial term of the 2021 G. Hanson Employment Agreement as set forth below;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and obligations contained herein, the sufficiency of which the Company and the Executive each acknowledges, the Company and the Executive hereby agree as follows:

1. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the 2021 G. Hanson Employment Agreement.

2. The Company and the Executive agree that the Initial Term of the 2021 G. Hanson Employment Agreement shall be and hereby is extended through the earlier of (i) the date of execution of a mutually agreeable new 2022 employment agreement by and between the Company and Mr. Hanson, and (ii) April 15, 2022.

3. Except as herein modified, all the other terms, provisions, and agreements contained in the 2021 G. Hanson Employment Agreement shall remain in full force and effect, it being the intention of the parties to amend only the specific term, provision and agreement described hereinabove.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this First Amendment this 28th day of January, 2022.

GLOBAL GP LLC

By: ___/s/ Eric Slifka________________
Name: Eric Slifka
Title: Chief Executive Officer

GREGORY B. HANSON

___/s/ Gregory B. Hanson___________

Exhibit 21.1

LIST OF SUBSIDIARIES OF GLOBAL PARTNERS LP

Entity	Jurisdiction of Formation
Alliance Energy LLC	Massachusetts
Basin Transload, LLC	Delaware
Cascade Kelly Holdings LLC	Oregon
Drake Petroleum Company, Inc.	Massachusetts
Global Companies LLC	Delaware
Global Montello Group Corp.	Delaware
Global Operating LLC	Delaware
GLP Finance Corp.	Delaware
Warex Terminals Corporation	New York
Warren Equities, Inc.	Delaware

Exhibit 22.1

List of Subsidiary Guarantors and Co-Issuer

The following subsidiaries of Global Partners LP (the "Partnership") were, as of December 31, 2021, guarantors or co-issuer of the Partnership's 7.00% Senior Notes due 2027 and 6.875% Senior Notes due 2029:

Name of Co-Issuer

GLP Finance Corp.

Name of Subsidiary Guarantor

Global Operating LLC
Global Companies LLC
Glen Hes Corp.
Global Montello Group Corp.
Chelsea Sandwich LLC
Alliance Energy LLC
Bursaw Oil LLC
Cascade Kelly Holdings LLC
Global Partners Energy Canada ULC
Warren Equities, Inc.
Warex Terminals Corporation
Drake Petroleum Company, Inc.
Puritan Oil Company, Inc.
Maryland Oil Company, Inc.
Basin Transload, LLC

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statements and related prospectuses (Form S-3 Nos. 333-252305, 333-208138 and 333-181211) of Global Partners LP; and
(2) Registration Statements (Form S-8 Nos. 333-182346 and 333-145579) pertaining to the Global Partners LP Long Term Incentive Plan

of our reports dated February 28, 2022, with respect to the consolidated financial statements and schedules of Global Partners LP and the effectiveness of internal control over financial reporting of Global Partners LP, included in this Annual Report (Form 10-K) of Global Partners LP for the year ended December 31, 2021.

/s/ Ernst & Young LLP

Boston, Massachusetts
February 28, 2022

Exhibit 31.1

CERTIFICATION

I, Eric Slifka, President and Chief Executive Officer of Global GP LLC, the general partner of Global Partners LP, certify that:

1. I have reviewed this annual report on Form 10-K for the year ended December 31, 2021 of Global Partners LP;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 28, 2022

By: /s/ Eric Slifka
Eric Slifka
President and Chief Executive Officer
of Global GP LLC, general partner
of Global Partners LP

Exhibit 31.2

CERTIFICATION

I, Gregory B. Hanson, Chief Financial Officer of Global GP LLC, the general partner of Global Partners LP, certify that:

1. I have reviewed this annual report on Form 10-K for the year ended December 31, 2021 of Global Partners LP;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 28, 2022

By: /s/ Gregory B. Hanson

Gregory B. Hanson
Chief Financial Officer
of Global GP LLC, general partner
of Global Partners LP

Exhibit 32.1

CERTIFICATION OF THE
CHIEF EXECUTIVE OFFICER OF
GLOBAL PARTNERS LP
PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the accompanying report on Form 10-K for the year ended December 31, 2021 of Global Partners LP (the “Partnership”) and filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Eric Slifka, President and Chief Executive Officer of Global GP LLC, the general partner of the Partnership, hereby certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

Dated: February 28, 2022

By: /s/ Eric Slifka
Eric Slifka
President and Chief Executive Officer
of Global GP LLC, general partner
of Global Partners LP

Exhibit 32.2

CERTIFICATION OF THE
CHIEF FINANCIAL OFFICER OF
GLOBAL PARTNERS LP
PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the accompanying report on Form 10-K for the year ended December 31, 2021 of Global Partners LP (the "Partnership") and filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gregory B. Hanson, Chief Financial Officer of Global GP LLC, the general partner of the Partnership, hereby certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

Dated: February 28, 2022

By: /s/ Gregory B. Hanson
Gregory B. Hanson
Chief Financial Officer
of Global GP LLC, general partner
of Global Partners LP