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, 2022
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 (§ 232.405 of this chapter) 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. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b). ☐

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, 2022 was approximately $650,123,670 based on a price per common unit of $23.50, the price at which the common units were last sold as reported on the New York Stock Exchange on such date.

As of February 23, 2023, 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 increase in the cost of our logistics activities could have an adverse effect on our financial condition, results of operations and cash available for distribution to our unitholders.

- COVID-19 and certain developments in global petroleum 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 impact on the global economy and commodity prices resulting from the conflict in Ukraine may have a negative impact on our financial condition and results of operations.

- 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 the products we sell 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.

- 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 motor fuel sales could be significantly reduced by a reduction in demand due to 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.

- Effects of 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 and equipment 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/or electric heat pumps 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 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, 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.

In addition to our reports filed or furnished with the SEC, we publicly disclose material information from time to time in our press releases, in publicly accessible conferences and investor presentations, and through our website. References to our website in this Form 10-K are provided as a convenience and do not constitute, and should not be deemed, an incorporation by reference of the information contained on, or available through, the website, and such information should not be considered part of this Form 10-K.

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, 2022, we had a portfolio of 1,673 owned, leased and/or supplied gasoline stations, including 353 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 presence of COVID-19 was felt in our corporate offices, at our retail sites and terminal locations and in the global supply chain. Although the impact of COVID-19 has significantly declined to date, we continue to monitor its impacts while providing essential products and services, prioritizing the safety of our employees, customers and vendors in the communities where we operate.

Recent Event

Amendment to the Credit Agreement—On February 2, 2023, we and certain of our subsidiaries entered into the eighth amendment to the third amended and restated credit agreement which, among other things, permits us to request up to two reallocations per calendar year of a portion of the working capital revolving credit facility, the working capital interim facility and/or the revolving credit facility to the working capital revolving credit facility, the working capital interim facility and/or the revolving credit facility, as applicable. Pursuant to the terms of the credit agreement, we requested, and the lenders under the credit agreement agreed to, a reallocation of $150.0 million of the working capital revolving credit facility to the revolving credit facility. After giving effect to such reallocation, the working capital revolving credit facility is $950.0 million, and the revolving credit facility is $600.0 million.

2022 Events

Purchase Agreement—On December 15, 2022, we entered into an Equity Purchase Agreement (the "Purchase Agreement") with Gulf Oil Limited Partnership pursuant to which we will acquire all the issued and outstanding equity interests of New Haven NewCo, Woodbury NewCo, Portland NewCo, Linden NewCo and Chelsea NewCo, each as defined in the Purchase Agreement (collectively, the “Target Companies”). The purchase price is approximately $273.0 million in cash, subject to certain customary adjustments to, primarily, take into account the actual amount of certain assets and liabilities of the Target Companies as of the closing date. The Target Companies each will contain all of the assets exclusively related to the ownership and operation of, and the receipt, storage and throughput of refined products at certain operating, refined-products terminals located in New Haven, CT, Thorofare, NJ, Portland, ME, Linden, NJ and Chelsea, MA. The five terminals have an aggregate storage capacity of approximately 3.9 million barrels. The acquisition is expected to close in the first half of 2023 subject to regulatory approvals and other customary closing conditions. We expect to finance the transaction with borrowings under our revolving credit facility.

Acquisitions—On September 20, 2022, we acquired substantially all of the assets of Tidewater Convenience, Inc. in a cash transaction. The acquisition includes 14 company-operated Tidewater convenience stores and 1 fuel site, all located in Virginia. The purchase price was approximately $40.3 million, including inventory, funded with borrowings under our revolving credit facility.

On February 1, 2022, we acquired substantially all of the retail motor fuel assets of Miller Oil Co., Inc. in a cash transaction. 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. The purchase price was approximately $60.1 million, including inventory, funded with borrowings under our revolving credit facility.

On January 25, 2022, we acquired substantially all of the assets of Consumers Petroleum of Connecticut, Incorporated, in a cash transaction. The acquisition includes 26 company-owned Wheels convenience stores and related fuel operations located in Connecticut and 22 fuel-supply only sites located in Connecticut and New York. The purchase price was approximately $154.7 million, including inventory, funded with borrowings under our revolving credit facility.

Sale of the Revere Terminal—On June 28, 2022, we completed the sale of our terminal located on Boston Harbor in Revere, Massachusetts (the “Revere Terminal”) for a purchase price of $150.0 million in cash. In connection with closing, we entered into a leaseback agreement with the buyer of the Revere Terminal pursuant to which we 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. See Note 17 of Notes to Consolidated Financial Statements for additional information.

Amendments to the Credit Agreement—On March 9, 2022, we and certain of our subsidiaries entered into the sixth amendment to third amended and restated credit agreement which, among other things, increased the total aggregate commitment to $1.55 billion. On March 30, 2022, we and certain of our subsidiaries entered into the seventh amendment to third amended and restated credit agreement which, among other things, refreshed the accordion feature under the credit agreement.

Operating Segments

We operate our businesses under three segments: (i) Wholesale, (ii) GDSO and (iii) Commercial. In 2022, our Wholesale, GDSO and Commercial sales accounted for approximately 58%, 35% and 7% 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, 2022, we had a portfolio of owned, leased and/or supplied gasoline stations, primarily in the Northeast, that consisted of the following:

Company operated	353
Commissioned agents	295
Lessee dealers	192
Contract dealers	833
Total	1,673

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:

	2022	2021	2020
Gasoline sales: gasoline and gasoline blendstocks (such as ethanol)	67 %	72 %	70 %
Distillates (home heating oil, diesel and kerosene) and residual oil sales	30 %	24 %	24 %
Crude oil sales and crude oil logistics revenue	— %	1 %	1 %
Convenience store and prepared food sales, rental income and sundries	3 %	3 %	5 %
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 2022, sales of diesel, home heating oil and kerosene accounted for approximately 62%, 37% and 1%, 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 2022, approximately 29% 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, 2022, 2021 and 2020.

Assets

Terminals

As of December 31, 2022, we owned, leased or maintained dedicated storage facilities at 24 bulk terminals, each with the capacity of more than 50,000 barrels, with a collective storage capacity of approximately 10.0 million barrels. Twenty-one 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, 2022, we supported our rail activity with a fleet of approximately 65 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.

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, 2022, we had a portfolio of 1,673 owned, leased and/or supplied gasoline stations, including 353 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 and occasionally from Asia. Most of our products are delivered by water, pipeline, rail or truck. During 2022, we purchased an average of approximately 357,000 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. 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.

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. A coalition of agriculture and biofuels groups filed suit, seeking a court order to force the EPA to revise its calculation of the 2016 obligations. In response, the EPA has proposed a new supplemental volume requirement with respect to the 2016 renewable fuel obligation. We do not believe that any impacts associated with such proposed 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 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 4,310 employees, including approximately 2,860 full-time employees as of December 31, 2022, of which approximately 100 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.

Our continued growth depends on our ability to attract and retain the best people. Our ability to lead employees through growth depends on our continued investment in the training and development of our leaders to enhance operational standards and increase employee engagement. In our retail locations, we have an expedited application and onboarding process, including text to apply, and a referral bonus scheme for existing employees. In our corporate offices, we continue to offer a flexible working policy for everyone and the ability to work completely remotely for approved employees.

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. For example, in 2022 we made investments in our infrastructure to deliver renewable products at many of our terminals, including installing customizable biofuels systems at four of our terminals; we employed an electric innovation strategist to develop our presence in the electric vehicle and charger markets; and we deployed fluorine-free foam for fire suppression to all of our terminals. We continue to research, explore and develop other sustainable energy opportunities while supporting policy that advances clean fuel adoption.

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®, Fresh with Benefits®, Alltown Insiders®, Alltown Neighborhood Perks®, Centre St. Kitchen®, 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's 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 15 and 24 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 has proposed to designate two widely used chemicals that break down slowly over time (per- and poly-fluoroalkyl substances, also known as "PFAS") as hazardous substances under CERCLA (namely, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS)). 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). Most recently, in December 2022, the EPA and U.S. Army Corps of Engineers released a final revised definition of waters of the United States founded upon the pre-2015 definition and including updates incorporating existing Supreme Court decisions. However, the revised definition has already been challenged. Uncertainty also extends to potential changes in regulated pollutants and applicable standards and the regulation of discharges to groundwater. All of these actions 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. However, in October 2021, the EPA announced that it would reconsider the December 2020 determination to maintain the November 2015 NAAQS with a target date of year end of 2023. A draft assessment released in April 2022 indicates EPA staff have reached a preliminary conclusion that the December 2020 decision will stand, but until a full review occurs and a final decision is released, 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 made action on climate change 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. In addition, in November 2022, the EPA released a supplemental proposal which, among other items, would impose expanded inspection, monitoring and emissions controls requirements on oil and gas sites and strengthen emissions requirements related to equipment and routine flaring. The proposal is currently subject to public comment. It is likely, however, that these regulatory actions will be subject to legal challenges. 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. Additionally, on August 16, 2022, President Biden signed into law the Inflation Reduction Action of 2022 ("IRA"), which imposes a fee on methane from certain sources in the oil and natural gas sector. Starting in 2024, the methane emissions charge would begin at $900 per metric ton of leaked methane, rising to $1,200 in 2025 and $1,500 in 2026 and thereafter. Calculation of the fee is based on certain thresholds established in the IRA. The imposition of this fee and other provisions of the IRA could accelerate a transition away from fossil fuels, which could adversely affect our business.

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. The final rule establishing these standards was released in March 2022, implementing a rate of 8% annually for model years 2024 and 2025 and 10% for model year 2026. 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 signed an executive order recommitting the United States to the Paris Agreement, and the country formally rejoined on February 19, 2021. In April 2021, President Biden announced a new, more rigorous nationally determined emissions reduction level of 50-52% reduction from 2005 levels in economy-wide net GHG emissions. The impacts of resultant actions 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, in late 2020, the Federal Reserve joined the Network for Greening the Financial System ("NGFS"), a network of financial regulators committed to addressing climate-related risks in the financial system and, in September 2022, announced that six of the U.S.' largest banks will participate in a pilot climate scenario analysis to enhance the ability of firms and supervisors to measure and manage climate-related financial risk. The Federal Reserve began its pilot exercise in January 2023 which is designed to analyze the impact of both physical and transition risks related to climate change on specific assets of the banks' portfolios. In the future, 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. Additionally, in March 2022, the SEC released a proposed rule that would establish a framework for the reporting of climate risks, targets and metrics. A final rule is expected to be released in the second quarter of 2023, but we cannot predict the final form and substance of the rule or its requirements. The ultimate impact of the rule on our business is uncertain and, upon finalization, may result in additional costs to comply with any such disclosure requirements alongside increased costs of restrictions and on access to capital.

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 1, 2022, the EPA announced a proposed rule to establish biofuel volume requirements through 2025 under the RFS program that would increase the amount of the renewable volume obligation imposed on importers and producers of transportation fuels, which may result in increases in the cost of such fuels and could lower fuel consumption and thereby reduce our revenues. The proposed rule is currently subject to public comment.

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, although at this time, no such actions have occurred. In addition to any 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) COVID-19, 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.

- COVID-19 and certain developments in global petroleum 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 our 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 Our Business

COVID-19 and certain developments in global petroleum 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.

Although the impact of COVID-19 has significantly declined to date, there is continuing uncertainty surrounding the ongoing impacts of COVID-19 to the national and state economies. Prolonged periods of economic distress and/or disparate periods of economic recovery could 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 petroleum 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 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 COVID-19 has caused a structural shift in such economies such that current levels of economic activity represent a new normal.

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;
- redemptions of some or all of 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.

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 increase in the cost of 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 increase in the cost of 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/or electric heat pumps 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.

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 petroleum 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 the products we sell 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, 2022, our total debt, including amounts outstanding under our credit agreement and senior notes, was approximately $993.4 million. We have the ability to incur additional debt, including the capacity to borrow up to $1.55 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.

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 9 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 9 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 was 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, 2025 or the effective date of any codifying rulemaking—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 such as the conflict in Ukraine, 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 higher prices and inflation in general 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 and inflation in general 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, electric heat pumps or other alternative fuels. 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, electric heat pumps or other alternative fuels. 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—Regulation—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 and storage. 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 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, 2022, we owned, operated and maintained dedicated storage facilities at 17 bulk terminals, leased the entirety of one bulk terminal that we operated exclusively for our businesses, and maintained dedicated storage at six facilities at which we have terminalling agreements. These lease and terminalling agreements are subject to expiration at various times through 2028. 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 (including as the result of climate change), 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, and the EPA has released both a proposed rule and a supplemental proposal to that effect. 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—Regulation—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—Regulation.”

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 made action on climate change a priority of his administration, which includes certain potential initiatives for climate change legislation to be proposed and passed into law. For example, on August 16, 2022, President Biden signed into law the IRA which contains hundreds of billions of dollars in incentives for the development of renewable energy, clean fuels, electric vehicles and supporting infrastructure, and carbon capture and sequestration, among other provisions. 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 and 2022, 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—Regulation—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—Regulation—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. During his time in office, President Biden has proposed several substantial actions on climate change including, among other things, proposing 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. In late 2020, the Federal Reserve joined the Network for Greening the Financial System, a consortium of financial regulators focused on addressing climate-related risks in the financial sector, and in January 2023 began a pilot exercise designed to analyze the impact of both physical and transition risks related to climate change on specific assets of six U.S. banks' portfolios. Actions like 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—Regulation—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 are subject to various federal and state laws related to cybersecurity, privacy and data protection which can impact our operations and increase our costs.

We are subject to various federal and state laws related to cybersecurity, privacy and data protection, including privacy laws in Virginia and Connecticut which take effect during 2023. We monitor pending and proposed legislation and regulatory initiatives to ascertain their relevance to and potential impact on our business and develop strategies to address them, including any required change to our privacy and cybersecurity compliance program and policies. We see a trend toward privacy laws increasing in complexity and number, and we anticipate that our obligations will expand commensurately. 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 21, 2023, affiliates of our general partner, including directors and executive officers and their affiliates, owned 18.6% 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 and redemptions of some or all of our preferred units 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 and redemptions of some or all of our preferred units 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, 2022, 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 our 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 our 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 units, and the costs of any such contest would reduce our cash available for distribution to our 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 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 unitholders and thus will be borne indirectly by our 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 unitholders might be substantially reduced and our current and former 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 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 these 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 unitholder and former unitholder with respect to an audited and adjusted return. Although our general partner may elect to have our unitholders and former 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 unitholders may bear some or all of the tax liability resulting from such audit adjustment, even if such 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 unitholders might be substantially reduced and our current and former 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 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, 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.

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. In addition to the withholding tax imposed on distributions of effectively connected income, distributions to a non-U.S. unitholder will also be subject to a 10% withholding tax on the amount of any distribution in excess of our cumulative net income. As we do not compute our cumulative net income for such purposes due to the complexity of the calculation and lack of clarity in how it would apply to us, we intend to treat all of our distributions as being in excess of our cumulative net income for such purposes and subject to such 10% withholding tax. Accordingly, distributions to a non-U.S. unitholder will be subject to a combined withholding tax rate equal to the sum of the highest applicable effective tax rate and 10%.

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. For a transfer of interests in a publicly traded partnership that is effected through a broker on or after January 1, 2023, the obligation to withhold 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 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 units are the subject of a securities loan (e.g., a loan to a "short seller" to cover a short sale of units) may be considered to have disposed of those units. If so, such unitholder would no longer be treated for tax purposes as a partner with respect to those 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 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 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 units may not be reportable by the unitholder and any cash distributions received by the unitholder as to those 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 to consult a tax advisor to determine whether it is advisable to modify any applicable brokerage account agreements to prohibit their brokers from borrowing their 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 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, the 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 24 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 21, 2023, based upon information received from our transfer agent, we had 33 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.

At any time on or after August 15, 2023, we may redeem, in whole or in part, the Series A Preferred Units at a redemption price in cash of $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 must provide not less than 30 days' and not more than 60 days' advance written notice of any such redemption.

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).

At any time on or after May 15, 2026, we 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. We must provide not less than 30 days' and not more than 60 days' advance written notice of any such redemption.

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

Period	Total Number Of Units Purchased	Average Price Paid Per Unit($)	Total Number of Units Purchased as Part of Publicly Announced Plans or Programs (1)	Maximum Number (or Approximate Dollar Value) of Units That May Yet Be Purchased Under the Plans or Programs (1)
October 1—October 31, 2022	—	—	—	—
November 1—November 30, 2022	10,684	30.94	—	319,602
December 1—December 31, 2022	—	—	—	—

(1) In May 2009, the board of directors of our general partner authorized the repurchase of our common units for the purpose of meeting our general partner's anticipated obligations to deliver common units under the Long-Term Incentive Plan ("LTIP") and meeting the general partner's obligations under existing employment agreements and other employment related obligations of the general partner. Our general partner is currently authorized to acquire up to 1,437,427 of our common units in the aggregate over an extended period of time, consistent with the general partner's obligations under the LTIP and employment agreements. 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, economic and market conditions, applicable legal requirements and available liquidity.

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 2022 and 2021 items and year-to-year comparisons between 2022 and 2021. Discussions of 2020 items and year-to-year comparisons between 2021 and 2020 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, 2021.

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, 2022, we had a portfolio of 1,673 owned, leased and/or supplied gasoline stations, including 353 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 $18.3 billion of refined petroleum products, gasoline blendstocks, renewable fuels and crude oil for the year ended December 31, 2022. In addition, we had other revenues of approximately $0.6 billion for the year ended December 31, 2022 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.

COVID-19

The presence of COVID-19 was felt in our corporate offices, at our retail sites and terminal locations and in the global supply chain. Although the impact of COVID-19 has significantly declined to date, we continue to monitor its impacts while providing essential products and services, prioritizing the safety of our employees, customers and vendors in the communities where we operate.

Recent Event

Amendment to the Credit Agreement—On February 2, 2023, we and certain of our subsidiaries entered into the eighth amendment to our credit agreement which, among other things, permits us to request up to two reallocations per calendar year of the lending commitments among our facilities under our credit agreement. See "—Liquidity and Capital Resources—Credit Agreement."

2022 Events

Purchase Agreement—On December 15, 2022, we entered into an Equity Purchase Agreement (the "Purchase

Agreement”) with Gulf Oil Limited Partnership pursuant to which we will acquire all the issued and outstanding equity interests of New Haven NewCo, Woodbury NewCo, Portland NewCo, Linden NewCo and Chelsea NewCo, each as defined in the Purchase Agreement (collectively, the “Target Companies”). The purchase price is approximately $273.0 million in cash, subject to certain customary adjustments to, primarily, take into account the actual amount of certain assets and liabilities of the Target Companies as of the closing date. The Target Companies each will contain all of the assets exclusively related to the ownership and operation of, and the receipt, storage and throughput of refined products at certain operating, refined-products terminals located in New Haven, CT, Thorofare, NJ, Portland, ME, Linden, NJ and Chelsea, MA. The five terminals have an aggregate storage capacity of approximately 3.9 million barrels. The acquisition is expected to close in the first half of 2023 subject to regulatory approvals and other customary closing conditions. We expect to finance the transaction with borrowings under our revolving credit facility.

Acquisitions—On September 20, 2022, we acquired substantially all of the assets of Tidewater Convenience, Inc. (“Tidewater”) in a cash transaction. The acquisition includes 14 company-operated Tidewater convenience stores and 1 fuel site, all located in Virginia. The purchase price was approximately $40.3 million, including inventory, funded with borrowings under our revolving credit facility.

On February 1, 2022, we acquired substantially all of the retail motor fuel assets of Miller Oil Co., Inc. (“Miller Oil”) in a cash transaction. 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. The purchase price was approximately $60.1 million, including inventory, funded with borrowings under our revolving credit facility.

On January 25, 2022, we acquired substantially all of the assets of Consumers Petroleum of Connecticut, Incorporated (“Consumers Petroleum”) in a cash transaction. The acquisition includes 26 company-owned Wheels convenience stores and related fuel operations located in Connecticut and 22 fuel-supply only sites located in Connecticut and New York. The purchase price was approximately $154.7 million, including inventory, funded with borrowings under our revolving credit facility.

Sale of the Revere Terminal—On June 28, 2022, we completed the sale of our terminal located on Boston Harbor in Revere, Massachusetts (the “Revere Terminal”) for a purchase price of $150.0 million in cash. In connection with closing, we entered into a leaseback agreement with the buyer of the Revere Terminal pursuant to which we 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. See Note 17 of Notes to Consolidated Financial Statements for additional information.

Amendments to the Credit Agreement—On March 9, 2022, we and certain of our subsidiaries entered into the sixth amendment to third amended and restated credit agreement which, among other things, increased the total aggregate commitment to $1.55 billion. On March 30, 2022, we and certain of our subsidiaries entered into the seventh amendment to third amended and restated credit agreement which, among other things, refreshed the accordion feature under the credit agreement. See “—Liquidity and Capital Resources—Credit Agreement.”

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.

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, 2022, we had a portfolio of owned, leased and/or supplied gasoline stations, primarily in the Northeast, that consisted of the following:

Company operated	353
Commissioned agents	295
Lessee dealers	192
Contract dealers	833
Total	1,673

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. 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 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 petroleum 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 the products we sell 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.

- *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 higher prices and inflation in general 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 and inflation in general 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, electric heat pumps or other alternative fuels. 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, electric heat pumps or other alternative fuels. 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, and the EPA has released both a proposed rule and a supplemental proposal to that effect. 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 historical 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,	
	2022	2021
Net income	$ 362,207	$ 60,796
EBITDA (1)(4)	$ 565,084	$ 244,459
Adjusted EBITDA (1)(4)	$ 485,211	$ 244,333
Distributable cash flow (2)(3)(4)	$ 413,395	$ 120,750
Wholesale Segment:		
Volume (gallons)	3,408,709	3,667,211
Sales		
Gasoline and gasoline blendstocks	$ 6,408,184	$ 5,357,128
Other oils and related products (5)	4,449,647	2,465,232
Crude oil (6)	5,662	61,776
Total	$ 10,863,493	$ 7,884,136
Product margin		
Gasoline and gasoline blendstocks	$ 106,982	$ 86,289
Other oils and related products (5)	190,077	65,429
Crude oil (6)	(9,362)	(12,845)
Total	$ 287,697	$ 138,873
Gasoline Distribution and Station Operations Segment:		
Volume (gallons)	1,648,104	1,546,459
Sales		
Gasoline	$ 6,140,823	$ 4,137,969
Station operations (7)	559,826	476,405
Total	$ 6,700,649	$ 4,614,374
Product margin		
Gasoline	$ 588,676	$ 413,756
Station operations (7)	267,941	233,881
Total	$ 856,617	$ 647,637
Commercial Segment:		
Volume (gallons)	414,871	369,956
Sales	$ 1,313,744	$ 749,767
Product margin	$ 40,973	$ 15,604
Combined sales and product margin:		
Sales	$ 18,877,886	$ 13,248,277
Product margin (8)	$ 1,185,287	$ 802,114
Depreciation allocated to cost of sales	(87,638)	(82,851)
Combined gross profit	$ 1,097,649	$ 719,263
GDSO portfolio as of December 31, 2022 and 2021:		
Company operated	353	295
Commissioned agents	295	293
Lessee dealers	192	201
Contract dealers	833	806
Total GDSO portfolio	1,673	1,595

	Year Ended December 31,	
	2022	2021
Weather conditions:		
Normal heating degree days	5,630	5,630
Actual heating degree days	5,072	4,870
Variance from normal heating degree days	(10)%	(13)%
Variance from prior period actual heating degree days	4 %	(3)%

(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) Distributable cash flow for 2022 includes a net gain on sale and disposition of assets of $79.9 million, primarily related to the sale of the Revere Terminal (see Note 17 of Notes to Consolidated Financial Statements).

(4) 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 a $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.

(5) Other oils and related products primarily consist of distillates and residual oil.

(6) Crude oil consists of our crude oil sales and revenue from our logistics activities.

(7) Station operations consist of convenience store and prepared food sales, rental income and sundries.

(8) 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,	
	2022	2021
Reconciliation of net income to EBITDA and Adjusted EBITDA:		
Net income	$ 362,207	$ 60,796
Depreciation and amortization	104,796	102,241
Interest expense	81,259	80,086
Income tax expense	16,822	1,336
EBITDA (1)	565,084	244,459
Net gain on sale and disposition of assets	(79,873)	(506)
Long-lived asset impairment	—	380
Adjusted EBITDA (1)	$ 485,211	$ 244,333
Reconciliation of net cash provided by operating activities to EBITDA and Adjusted EBITDA:		
Net cash provided by operating activities	$ 479,996	$ 50,218
Net changes in operating assets and liabilities and certain non-cash items	(12,993)	112,819
Interest expense	81,259	80,086
Income tax expense	16,822	1,336
EBITDA (1)	565,084	244,459
Net gain on sale and disposition of assets	(79,873)	(506)
Long-lived asset impairment	—	380
Adjusted EBITDA (1)	$ 485,211	$ 244,333

(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 a $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.

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,	
	2022	2021
Reconciliation of net income to distributable cash flow:		
Net income	$ 362,207	$ 60,796
Depreciation and amortization	104,796	102,241
Amortization of deferred financing fees	5,432	5,031
Amortization of routine bank refinancing fees	(4,596)	(4,064)
Maintenance capital expenditures	(54,444)	(43,254)
Distributable cash flow (1)(2)(3)	413,395	120,750
Distributions to preferred unitholders (4)	(13,852)	(12,209)
Distributable cash flow after distributions to preferred unitholders	$ 399,543	$ 108,541
Reconciliation of net cash provided by operating activities to distributable cash flow:		
Net cash provided by operating activities	$ 479,996	$ 50,218
Net changes in operating assets and liabilities and certain non-cash items	(12,993)	112,819
Amortization of deferred financing fees	5,432	5,031
Amortization of routine bank refinancing fees	(4,596)	(4,064)
Maintenance capital expenditures	(54,444)	(43,254)
Distributable cash flow (1)(2)(3)	413,395	120,750
Distributions to preferred unitholders (4)	(13,852)	(12,209)
Distributable cash flow after distributions to preferred unitholders	$ 399,543	$ 108,541

(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 2022 includes a net gain on sale and disposition of assets of $79.9 million, primarily related to the sale of the Revere Terminal (see Note 17 of Notes to Consolidated Financial Statements).

(3) 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 a $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) 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 $18.9 billion and $13.2 billion for 2022 and 2021, respectively, an increase of $5.7 billion, or 43%, primarily due to an increase in prices, partially offset by a decline in volume sold. Our aggregate volume of product sold was 5.5 billion gallons and 5.6 billion gallons for 2022 and 2021, respectively, decreasing 112 million gallons (consisting of a decrease of 259 million gallons in our Wholesale segment due to decreased volume in gasoline and gasoline blendstocks and crude oil, offset by an increase in other oils and related products, and increases of 102 million gallons and 45 million gallons in our GDSO and Commercial segments, respectively).

Gross Profit

Our gross profit was $1.1 billion and $0.7 billion for 2022 and 2021, respectively, increasing $378.4 million, or 53%. In our GDSO segment, our gasoline distribution product margin increased due to higher fuel margins (cents per gallon) and higher volume in part due to the acquisitions of Miller Oil and Consumers Petroleum (collectively, the "Recent Acquisitions"). Our station operations product margin increased due to increased activity at our convenience stores, also partially due to the Recent Acquisitions. Our Wholesale segment product margins in gasoline and gasoline blendstocks and in other oils and related products increased largely due to more favorable market conditions. In our

Commercial segment, our product margin increased primarily due to an increase in bunkering activity.

Results for Wholesale Segment

Gasoline and Gasoline Blendstocks. Sales from wholesale gasoline and gasoline blendstocks were $6.4 billion and $5.3 billion for 2022 and 2021, respectively, an increase of $1.1 billion, or 20%, primarily due to an increase in prices, partially offset by a decline in volume sold. Our gasoline and gasoline blendstocks product margin was $107.0 million and $86.3 million for 2022 and 2021, respectively, an increase of $20.7 million, or 24%, primarily due to more favorable market conditions in gasoline during the second and third quarters of 2022.

Other Oils and Related Products. Sales from other oils and related products (primarily distillates and residual oil) were $4.4 billion and $2.5 billion for 2022 and 2021, respectively, an increase of $1.9 billion, primarily due to an increase in distillate prices and to higher residual volume sold. Our product margin from other oils and related products was $190.1 million and $65.4 million for 2022 and 2021, respectively, an increase of $124.7 million, or 191%, primarily due to more favorable market conditions, largely in distillates but also in residual oil.

Crude Oil. Crude oil sales and logistics revenues were $5.7 million and $61.8 million for 2022 and 2021, respectively, a decrease of $56.1 million, or 91%, primarily due to a decrease in volume sold. Our crude oil product margin was ($9.4 million) and ($12.8 million) for 2022 and 2021, respectively, an increase of $3.4 million, or 27%, primarily due to the expiration of a pipeline connection agreement in August of 2021.

Results for Gasoline Distribution and Station Operations Segment

Gasoline Distribution. Sales from gasoline distribution were $6.1 billion and $4.1 billion for 2022 and 2021, respectively, an increase of $2.0 billion, or 48%, primarily due to an increase in prices and an increase in volume sold in part due to the Recent Acquisitions. Our product margin from gasoline distribution was $588.7 million and $413.7 million for 2022 and 2021, respectively, an increase of $175.0 million, or 42%, primarily due to higher fuel margins (cents per gallon) and an increase in volume sold in part due to the Recent Acquisitions.

Station Operations. Our station operations, which include (i) convenience store 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 $559.8 million and $476.4 million for 2022 and 2021, respectively, an increase of $83.4 million, or 17%. Our product margin from station operations was $267.9 million and $233.9 million for 2022 and 2021, respectively, an increase of $34.0 million, or 15%. The increases in sales and product margin are primarily due to an increase in activity at our convenience stores, in part due to the Recent Acquisitions.

Results for Commercial Segment

Our commercial sales were $1.3 billion and $0.7 billion for 2022 and 2021, respectively, an increase of $0.6 million, due to increases in prices and in volume sold. Our commercial product margin was $41.0 million and $15.6 million for 2022 and 2021, respectively, an increase of $25.4 million, or 163%. The increases in sales and product margin are largely due to an increase in bunkering activity.

Selling, General and Administrative Expenses

SG&A expenses were $263.1 million and $212.9 million for 2022 and 2021, respectively, an increase of $50.2 million, or 24%, including increases of $21.3 million in accrued discretionary incentive compensation, $11.4 million in wages and benefits, $2.2 million in charitable contributions, $2.1 million in bank fees and $15.4 million in various other SG&A expenses. In addition, in 2022, we incurred approximately $7.5 million in connection with an ongoing dispute between us and the landlord at certain of our sites, which we disputed and believe have meritorious defenses. Also, in 2021, we incurred expenses of $3.1 million for compensation resulting from the retirement of our former chief financial officer in recognition of service and $6.6 million for compensation and benefits resulting from the passing of our general counsel. 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 $445.3 million and $353.6 million for 2022 and 2021, respectively, an increase of $91.7 million, or 26%, including an increase of $88.3 million associated with our GDSO operations, including the Recent Acquisitions, in part due to increased credit card fees related to the increases in volume and price, higher salary and rent expense partially due to greater activity at our stores, and increases in our environmental reserve and maintenance and repair expenses. Operating expenses associated with our terminal operations increased $3.4 million, partially due to an increase in maintenance and repair expenses.

Amortization Expense

Amortization expense related to our intangible assets was $8.9 million and $10.7 million for 2021 and 2020, respectively.

Net Gain on Sale and Disposition of Assets

Net gain on sale and disposition of assets was $79.9 million for 2022, consisting of a net gain of $76.8 million related to the sale of the Revere Terminal (see Note 17 of Notes to Consolidated Financial Statements for more information) and to a net gain of $3.1 million, primarily due to the sale of GDSO sites. The net gain for 2021 was $0.5 million, primarily due to the sale of GDSO sites.

Long-Lived Asset Impairment

In 2022, we did not recognize an impairment charge. 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.

Interest Expense

Interest expense was $81.3 million and $80.1 million for 2022 and 2021, respectively, an increase of $1.2 million, or 1%, due in part to higher average balances on our revolving credit facility and higher interest rates.

Income Tax Expense

Income tax expense was $16.8 million and $1.3 million 2022 and 2021, respectively. The respective income tax expense predominantly reflects the income tax expense from the operating results of GMG, which is a taxable entity for federal and state income tax purposes.

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 $197.8 million and $225.5 million at December 31, 2022 and 2021, respectively, a decrease of $27.7 million. Changes in current assets and current liabilities decreasing our working capital primarily include an increase of $177.6 million in accounts payable primarily due to higher prices. The decrease in working capital was offset by a decrease of $51.3 million in the current portion of our working capital revolving credit facility and increases of $67.6 million and $57.2 million in accounts receivable and inventories, respectively, in part due to higher prices.

Cash Distributions

Common Units

During 2022, 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 14, 2022	$ 20.9 million	Fourth quarter 2021
May 13, 2022	$ 21.3 million	First quarter 2022
August 12, 2022	$ 21.8 million	Second quarter 2022
November 14, 2022	$ 22.7 million	Third quarter 2022

In addition, on January 25, 2023, the board of directors of our general partner declared a quarterly cash distribution of $1.5725 per unit on all of our outstanding common units for the period from October 1, 2022 through December 31, 2022, consisting of a quarterly distribution of $0.6350 per unit ($2.54 per unit on an annualized basis) and a one-time special distribution of $0.9375 per common unit to unitholders of record as of the close of business on February 8, 2023. Our general partner agreed to waive its incentive distribution rights with respect to the one-time special distribution. On February 14, 2023, we paid the total cash distribution of approximately $55.4 million.

Preferred Units

During 2022, we paid the following cash distributions to holders of the Series A Preferred Units and the Series B Preferred Units:

Cash Distribution Payment Date	Series A Preferred Units Total Paid	Series B Preferred Units Total Paid	Distribution Paid for the Quarterly Period Covering
February 15, 2022	$ 1.7 million	$ 1.8 million	November 15, 2021 - February 14, 2022
May 16, 2022	$ 1.7 million	$ 1.8 million	February 15, 2022 - May 14, 2022
August 15, 2022	$ 1.7 million	$ 1.8 million	May 15, 2022 - August 14, 2022
November 15, 2022	$ 1.7 million	$ 1.8 million	August 15, 2022 - November 14, 2022

In addition, on January 17, 2023, 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, 2022 through February 14, 2023 to our Series A preferred unitholders of record as of the opening of business on February 1, 2023. On February 15, 2023, we paid the total cash distribution of approximately $1.7 million.

The board of directors of our general partner also 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, 2022 through February 14, 2023 to our Series B preferred unitholders of record as of the opening of business on February 1, 2023. On February 15, 2023, 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, 2022 were as follows (in thousands):

	Payments Due by Period		
Contractual Obligations	**Next 12 Months**	**Beyond 12 Months**	**Total**
Credit facility obligations (1)	$ 9,400	$ 255,671	$ 265,071
Senior notes obligations (2)	52,063	994,346	1,046,409
Operating lease obligations (3)	82,990	258,927	341,917
Other long-term liabilities (4)	15,593	55,561	71,154
Financing obligations (5)	15,517	97,933	113,450
Total	$ 175,563	$ 1,662,438	$ 1,838,001

(1) Includes principal and interest on our working capital revolving credit facility and our revolving credit facility at December 31, 2022 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 4 of Notes to Consolidated Financial Statements for additional information.

(4) Includes amounts related to our brand fee agreement and amounts related to our 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 4 of Notes to Consolidated Financial Statements with respect to sublease information related to certain lease agreements and Note 12 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 $54.4 million and $43.2 million in maintenance capital expenditures for the years ended December 31, 2022 and 2021, respectively, which are included in capital expenditures in the accompanying consolidated statements of cash flows, of which approximately $45.0 million and $38.5 million for 2022 and 2021, 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 $206.8 million and $58.5 million in expansion capital expenditures, including acquired property and equipment, for the years ended December 31, 2022 and 2021, respectively, primarily related to investments in our gasoline station business.

In 2022, the $206.8 million in expansion capital expenditures includes approximately $154.4 million in property and equipment associated with the acquisitions of Tidewater, Miller Oil and Consumers Petroleum (see Note 3 of Notes to Consolidated Financial Statements), and $52.4 million in expansion capital expenditures, primarily related to investments in our gasoline stations.

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.

We currently expect maintenance capital expenditures of approximately $50.0 million to $60.0 million and expansion capital expenditures, excluding acquisitions, of approximately $55.0 million to $65.0 million in 2023, 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 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 that 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):

	2022	2021
Net cash provided by operating activities	$ 479,996	$ 50,218
Net cash used in investing activities	$ (236,193)	$ (115,050)
Net cash (used in) provided by financing activities	$ (250,612)	$ 65,967

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 $480.0 million and $50.2 million for 2022 and 2021, respectively, for a period-over-period increase in cash flow from operating activities of $429.8 million. The period-over-period change reflects a net gain on the sale and disposition of assets of $79.9 million, primarily related to the sale of the Revere Terminal (see Note 17 of Notes to Consolidated Financial Statements).

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

	2022	2021
Increase in accounts receivable	$ (67,774)	$ (183,826)
Increase in inventories	$ (52,086)	$ (123,889)
Increase in accounts payable	$ 177,644	$ 145,423

In 2022, the increases in accounts receivable inventories and accounts payable are in part due to the increase in prices.

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

Investing Activities

Net cash used in investing activities was $236.2 million for 2022 and included $256.2 million in acquisitions (see Note 3 to Notes to Consolidated Financial Statements), $54.4 million in maintenance capital expenditures, $52.4 million in expansion capital expenditures 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, offset by $128.5 million in proceeds from the sale of property and equipment, primarily related to the sale of the Revere Terminal.

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. Net cash used in investing activities was offset by $6.3 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, 2022 and 2021.

Financing Activities

Net cash used in financing activities was $250.6 million for 2022 and included $201.3 million in net payments on our working capital revolving credit facility, $100.4 million in cash distributions to our limited partners (preferred and common unitholders) and our general partner, $2.9 million in the repurchase of common units pursuant to our repurchase program for future satisfaction of our LTIP obligations and $1.6 million in LTIP units withheld for tax obligations related to awards that vested in 2022. Net cash used in financing activities was offset by $55.6 million in net borrowings from our revolving credit facility, primarily to fund our acquisitions.

Net cash 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.

See Note 9 of Notes to Consolidated Financial Statement for supplemental cash flow information related to our working capital revolving credit facility and revolving credit facility for 2022 and 2021.

Credit Agreement

Certain subsidiaries of ours, as borrowers, and we and certain of our subsidiaries, as guarantors, have a $1.55 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 expires on May 6, 2024.

As of December 31, 2022, there were 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 $1.1 billion; 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 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 $300.0 million, in the aggregate, for a total credit facility of up to $1.85 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 and/or other lenders outside our lending group will agree to fund any request by us for additional amounts in excess of the total available commitments of $1.55 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 $1.55 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. 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.

Borrowings under the working capital revolving credit facility bear interest at (1) the Daily or Term secured overnight financing rate ("SOFR") plus a 0.10% SOFR adjustment plus a margin of 2.00% to 2.50% depending on the Utilization Amount (as defined in the credit agreement), or (2) the base rate plus a margin of 1.00% to 1.50% depending on the Utilization Amount. Borrowings under the revolving credit facility bear interest at (1) the Daily or Term SOFR plus a 0.10% SOFR adjustment plus a margin of 1.75% to 2.75% depending on the Combined Total Leverage Ratio (as defined in the credit agreement), or (2) the base rate plus 0.75% to 1.75% depending on the Combined Total Leverage Ratio.

The average interest rates for the credit agreement were 3.7% and 2.4% for the years ended December 31, 2022 and 2021, 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, 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, 2022, we had $153.4 million outstanding on the working capital revolving credit facility and $99.0 million outstanding on the revolving credit facility. In addition, we had outstanding letters of credit of $181.4 million. Subject to borrowing base limitations, the total remaining availability for borrowings and letters of credit was $1.12 billion and $795.9 million at December 31, 2022 and 2021, 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, among other things, no 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, among other things, no 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, 2022.

Eighth Amendment to the Credit Agreement

On February 2, 2023, we entered into the eighth amendment to the credit agreement which, among other things, permits us to request up to two reallocations per calendar year (each, a "Reallocation") of a portion of the working capital revolving credit facility, the working capital interim facility and/or the revolving credit facility to the working capital revolving credit facility, the working capital interim facility and/or the revolving credit facility, as applicable. Each Reallocation shall be in a minimum amount of $50.0 million and, after giving effect to any such Reallocation, the amount of the aggregate commitments shall remain the same.

Pursuant to the terms of the credit agreement, we requested, and the lenders under the credit agreement agreed to, a Reallocation of $150.0 million of the working capital revolving credit facility to the revolving credit facility. After giving effect to such Reallocation, the working capital revolving credit facility is $950.0 million, and the revolving credit facility is $600.0 million.

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 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.

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. 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 $9.0 million and $9.2 million was recorded for the years ended December 31, 2022 and 2021, respectively. The financing obligation will amortize through expiration of the leases based upon the lease rental payments which were $10.6 million and $10.4 million for the years ended December 31, 2022 and 2021, respectively. The financing obligation balance outstanding at December 31, 2022 was $83.3 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 $4.2 million and $4.3 million for the years ended December 31, 2022 and 2021, respectively, and lease rental payments were $4.8 million and $4.7 million for the years ended December 31, 2022 and 2021, respectively. The financing obligation balance outstanding at December 31, 2022 was $61.2 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 15 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 10 and Note 11 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 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, 2022, derivative assets of $19.8 million and derivative liabilities of $17.7 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, 2022 and 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.

Business Combinations

Under the purchase method of accounting, we recognize tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values. We record any excess of the purchase price over the fair value of the net tangible and intangible assets acquired as goodwill. The accounting for business combinations requires us to make significant estimates and assumptions when determining the value of acquired assets and liabilities. Estimates in valuing purchased dealer supply contracts include, in part, the expected use of the assets acquired, the expected useful life of another asset (or group of assets) related to the acquired assets and legal, regulatory or other contractual provisions that may limit the useful life of an acquired asset. If the subsequent actual results and updated projections of the underlying business activity change compared with the assumptions and projections used to develop these values, we could experience impairment charges. In addition, we have estimated the economic lives of certain acquired assets and these lives are used to calculate depreciation and amortization expense. If our estimates of the economic lives change, depreciation or amortization expenses could be accelerated or slowed.

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 2022 and 2021, 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, 2022, we had total borrowings outstanding under our credit agreement of $252.4 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 $2.5 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 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, 2022, 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, 2022	Gain (Loss) Effect of 10% Price Increase	Gain (Loss) Effect of 10% Price Decrease
Exchange traded derivative contracts	$ (5,111)	$ (32,507)	$ 32,507
Forward derivative contracts	2,168	(11,615)	11,615
Total	$ (2,943)	$ (44,122)	$ 44,122

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, 2022. 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 $23.4 million at December 31, 2022.

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, 2022.

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, 2022.

The effectiveness of our internal control over financial reporting as of December 31, 2022 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, 2022 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 Eric Slifka, directly and through their beneficial ownership of entities that own ownership 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.

Eric Slifka, our President and Chief Executive Officer, and his two siblings are the trustees of the Alfred A. Slifka 1990 Trust Under Article II-A (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. On February 9, 2023, the AS Article II-A Trust transferred its interests in our general partner to AAS93 LLC, a Delaware limited liability company of which Eric Slifka is the sole Managing Director.

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 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 21, 2023) and titles of persons currently serving as directors and executive officers of our general partner:

Name	Age	Position with Global GP LLC
Richard Slifka	82	Chairman
Eric Slifka	57	President, Chief Executive Officer and Vice Chairman
Mark A. Romaine	54	Chief Operating Officer
Gregory B. Hanson	45	Chief Financial Officer
Matthew Spencer	44	Chief Accounting Officer
Sean T. Geary	55	Chief Legal Officer and Secretary
Robert J. McCool	84	Director
Jaime Pereira	68	Director
John T. Hailer	62	Director
Robert W. Owens	69	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's extensive knowledge of the energy industry in general and of our history, customers and suppliers make him uniquely qualified to serve as our Vice Chairman of the Board. 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 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.

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. Mr. Spencer is a member of the Northborough-Southborough Regional School Committee.

Sean T. Geary was appointed by the Board of Directors of our general partner to serve as the Chief Legal Officer of Global Partners LP, commencing March 1, 2022. Mr. Geary joined the Partnership in 2005, bringing more than a decade of experience at large law firms. He later became the Partnership's Deputy General Counsel and Vice President, Mergers & Acquisitions before being named Acting General Counsel in 2021. Mr. Geary received a bachelor's degree from the University of Vermont and a J.D. from Boston University School of Law. Mr. Geary serves on the board of directors of Christmas in the City, Inc. and is the President, Director and Secretary of Global for Good Fund, Inc.

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. Mr. Pereira's prior audit history with the Partnership and his extensive experience with the accounting aspects of the energy and retail industries make him well qualified to serve as a director of our general partner.

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, 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.

Delinquent Section 16(a) Reports

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, 2022, with the exception of (i) one Form 3 filed late on behalf of Sean T. Geary due to delays in obtaining SEC codes for the reporting person, and (ii) nine Form 4s filed late on behalf of Eric Slifka, Mark Romaine, Gregory B. Hanson, Sean T. Geary, Matthew Spencer, Robert J. McCool, Robert W. Owens, John T. Hailer and Jaime Pereira due to previously unreported 2022 Phantom Unit Award Grants.

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 Chief Legal Officer 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 2022.

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"); (iii) the three most highly compensated executive officers of our general partner other than our CEO and CFO during 2022, who were Mr. Mark A. Romaine, our Chief Operating Officer ("COO"), Mr. Sean T. Geary, our Chief Legal Officer and Mr. Matthew Spencer, our Chief Accounting Officer; and (iv) one former executive officer of our general partner who was not serving at the end of calendar year 2022, Mr. Jeremy (Jez) Langhorn, our former Chief Human Resources Officer, who resigned effective October 28, 2022. Each of our named executive officers had an employment agreement with our general partner during 2022.

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 Meridian Compensation Partners, LLC ("MCP") as its outside compensation consultant for 2022.

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 MCP'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.

MCP worked with the Compensation Committee in 2022 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, performance metrics and related award levels for our named executive officers under, our general partner's short-term incentive plan (the "STIP") for 2022; (iv) review and consider the design of, create the payment grid for, and update performance targets, performance metrics and related award levels for our named executive officers under, our general partner's long-term incentive plan ("LTCIP") for 2022; (v) assist with updated information for new three-year (2022-2024) employment agreements for our named executive officers; (vi) assist with compensation information related to the 2022 Form 10-K and support discussions between the Compensation Committee and our CEO; and (vii) assist with determination of compensation for independent directors. The plan design of our 2022 STIP, which is comprised of a 50% performance-based component and a 50% discretionary component, is the same as that of our 2021 STIP, except for adjustments to the individual performance target levels thereunder. The plan design of our 2023 LTIP is comprised of a 50% time-based component and a 50% performance-based component, as described under "*Elements of Compensation—Long-Term Cash Incentive Awards*" below.

BDO USA, LLP ("BDO"), the Compensation Committee's prior outside compensation consultant, 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 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.

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 2022 executive officer compensation of our general partner were base salaries, discretionary bonuses, short-term incentive awards, long-term cash incentive awards, long-term equity 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. The annualized base salaries in effect as of the end of 2022 for our named executive officers were as follows: $1,000,000 for Mr. Slifka, $575,000 for Mr. Romaine; $425,000 for Mr. Hanson; $375,000 for Mr. Geary; and $300,000 for Mr. Spencer. Prior to the effectiveness of his resignation on October 28, 2022, Mr. Langhorn's annualized base salary was $475,000.

Short-Term Incentive Plans

Our general partner established a cash bonus pool for 2022 to fund short-term incentive awards for each of our named executive officers. Target awards under our general partner's 2022 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 2022 STIP were based on the Partnership's actual performance in relation to a specified objective for our earnings before interest, taxes, depreciation and amortization ("EBITDA"), which was established by the Compensation Committee in April 2022 (the "EBITDA objective"). Under the 2022 STIP, for purposes of determining whether a specified target was achieved, EBITDA may be 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 EBITDA. EBITDA is discussed in more detail under "Results of Operations—Evaluating Our Results of Operations".

Under the 2022 STIP, each of our named executive officers was assigned an incentive target value expressed as a percentage of their base salary. The 2022 incentive target values were: 100% (or $1,000,000) for Mr. Slifka; 100% (or $575,000) for Mr. Romaine; 75% (or $319,000) for Mr. Hanson; 75% (or $281,000) for Mr. Geary; 75% (or $225,000) for Mr. Spencer; and 50% (or $238,000) for Mr. Langhorn. 50% of the incentive target value for each named executive officer was allocated to their STIP Performance Component and 50% was allocated to their STIP Discretionary Component.

STIP Performance Component (50% of the incentive target value).—Under the terms of the 2022 STIP, 100% of the STIP Performance Component is earned when the EBITDA objective is achieved. However, the 2022 STIP also provides for an increased payout under the STIP Performance Component when the EBITDA objective is exceeded, a reduced payout under the STIP Performance Component when the EBITDA objective is not achieved but exceeds a certain EBITDA 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 2022 STIP was established. In general, EBITDA must exceed $192,896,000 of EBITDA objective before participants earn any portion of the STIP Performance Component. Under the 2022 STIP, a participant's incentive opportunity increases to a maximum of 200% of the STIP Performance Component at $282,915, representing 110% of the EBITDA objective. In 2022, the Partnership achieved EBITDA of $565,084 million, or 220% of the EBITDA objective set by the Compensation Committee for 2022. Accordingly, our named executive officers who held their positions as of December 31, 2022 were entitled to receive 200% of their respective STIP Performance Components, specifically as follows: $1,000,000 for Mr. Slifka; $575,000 for Mr. Romaine; $319,000 for Mr. Hanson; $281,000 for Mr. Geary; and $225,000 for Mr. Spencer.

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. Slifka's evaluation of our named executive officers' performance in 2022 included the recognition that their individual and collective performances were excellent, employing strategic approaches to operational and procedural changes that were required in response to unprecedented market conditions, including extreme backwardation and supply and pricing volatility in response to the Russian invasion of Ukraine. Mr. Slifka applauded our named executive officers' renewed assessment of counterparty relationships and customized reallocation of transactional risks, 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, taking advantage of market opportunities, 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 2022 STIP Discretionary Component awards, the Compensation Committee recognized that our business performance in 2022 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. 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 the impacts of European markets reducing their reliance upon Russian oil, backwardation in the commodities markets and unprecedented crack spreads in order to be in a position to invest in opportunities fundamental to our growth strategy. Our 2022 initiatives included:

- On January 25, 2022, we acquired substantially all of the assets of Consumers Petroleum in a cash transaction pursuant to a Purchase and Sale Agreement dated December 9, 2020. The acquisition included 26 company-owned Wheels convenience stores and related fuel operations located in Connecticut and 22 fuel-supply only sites located in Connecticut and New York. The purchase price, subject to post-closing adjustments, was approximately $154.7 million, including inventory. On February 1, 2022, we expanded our retail network in Virginia by acquiring substantially all of the retail motor fuel assets of Miller Oil Co., Inc. in a cash transaction. The acquisition included 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. The purchase price was approximately $60.2 million, including inventory.
- On March 9, 2022, we amended our credit agreement to, among other things, provide for $200.0 million of working capital interim commitments, thereby increasing the total aggregate commitment from $1.35 billion to $1.55 billion. On March 30, 2022, we amended our credit agreement to, among other things, (i) increase the working capital revolving credit facility by $200.0 million and simultaneously reduce the working capital interim commitments to $0; (ii) refresh the accordion feature to permit us to request increases of up to $300.0 million in the total credit facility; and (iii) replace the Cost of Funds (as defined in our credit agreement) pricing option with a daily secured overnight financing rate pricing option.
- On June 28, 2022, we completed the sale of our terminal located on Boston Harbor in Revere, Massachusetts for a purchase price of $150.0 million in cash, resulting in net proceeds of approximately $98.8 million. In connection with closing under the purchase agreement, we entered into a leaseback agreement with the purchaser of the terminal, pursuant to which we leased back key infrastructure at the terminal to allow us to continue business operations there through September 30, 2039, were we to exercise all renewal options.
- On September 20, 2022, we expanded our retail network in Virginia by acquiring substantially all of the assets of Tidewater Convenience, Inc. in a cash transaction. The acquisition included 14 company-operated Tidewater convenience stores and 1 fuel site, all located in Virginia. The purchase price was approximately $40.4 million, including inventory.
- On December 15, 2022, we entered into an equity purchase agreement to acquire all of the assets exclusively related to the ownership and operation of, and the receipt, storage and throughput of refined products at certain operating, refined-products terminals located in New Haven, CT, Thorofare, NJ, Portland, ME, Linden, NJ and Chelsea, MA. The purchase price was $273 million in cash, subject to certain customary adjustments Closing of this transaction is expected in the first half of 2023 and is conditioned upon the satisfaction or waiver of customary closing conditions, including, among other things, approval under the Hart-Scott-Rodino Antitrust Improvements Act of 1976.
- Continuing commitment to invest in our infrastructure.
- Ongoing divestiture of non-strategic assets.

Taking into account Mr. Slifka's assessment, the Partnership's results of operations for 2022, as well as the Compensation Committee's review of the individual performance of each of our named executive officers in 2022, the Compensation Committee awarded our named executive officers 200% of their respective STIP Discretionary Components for 2022, specifically as follows: $1,000,000 for Mr. Slifka; $575,000 for Mr. Romaine; $319,000 for Mr. Hanson; $281,000 for Mr. Geary; and $225,000 for Mr. Spencer.

On December 9, 2022, the Compensation Committee authorized the early payment of amounts earned by our named executive officers under the 2022 STIP (which consist of the amounts described above in respect of their respective STIP Performance Components and STIP Discretionary Components), which were paid on December 22, 2022.

In addition, among other severance amounts, the Compensation Committee authorized the payment of $476,000 to Mr. Langhorn in connection with his resignation, which amount represented 200% of his incentive target value under the 2022 STIP.

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. The Compensation Committee awarded Messrs. Slifka, Romaine, Hanson, Spencer and Geary discretionary bonuses in the amounts of $986,000, $569,000, $250,000, $200,000, and $315,000, 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 June 10, 2022, the board of directors of our general partner granted awards under the LTCIP to our named executive officers (each, a "2022 LTCIP Award") in the following amounts: $4,500,000 for Mr. Slifka; $1,500,000 for Mr. Romaine; $600,000 for Mr. Hanson; $400,000 to Mr. Geary; and $600,000 for Mr. Spencer. Each 2022 LTCIP Award is subject to the following vesting schedule: 33.4% of the award vests on March 11, 2024, 33.3% of the award vests on March 11, 2025, and 33.3% of the award vests on March 11, 2026, subject to each named executive officer's continued employment through such vesting dates.

In addition, on March 11, 2022, the board of directors of our general partner granted awards under the LTCIP in the amount of $90,000 to Mr. Hanson and $50,000 to Mr. Geary in respect of their respective partial year of service prior to their becoming executive officers. We also refer to such awards as 2022 LTCIP Awards herein, which are subject to the following vesting schedule: 33.4% of the award vests on March 11, 2024, 33.3% of the award vests on March 11, 2025, and 33.3% of the award vests on March 11, 2026, subject to each named executive officer's continued employment through such vesting dates.

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. 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. Slifka; $1,200,000 for Mr. Romaine; and $400,000 for Mr. Spencer. Each 2020 LTCIP Award is subject to the following vesting schedule: 33.4% of the award vested 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. Slifka; $1,000,000 for Mr. Romaine; and $275,000 for Mr. Spencer. 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 vested 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.

On October 8, 2018, the board of directors of our general partner granted awards under the LTCIP to our named executive officers (each, a “2018 LTCIP Award”) in the following amounts: $2,700,000 for Mr. Slifka; $900,000 for Mr. Romaine; and $275,000 for Mr. Spencer. Each 2018 LTCIP Award is subject to the following vesting schedule: 20% of the award vested on October 1, 2021, 30% of the award vested on October 1, 2022, and 50% of the award vests on October 1, 2023, subject to each named executive officer’s continued employment through such vesting dates.

On December 9, 2022, the Compensation Committee authorized the acceleration of all outstanding awards granted under the LTCIP that were scheduled to vest in 2023, including the third tranche of the 2018 LTCIP Awards, the third tranche of the 2019 LTCIP Awards, the second tranche of the 2020 LTCIP Awards and the first tranche of the 2021 LTCIP Awards, all of which were paid on December 22, 2022. In addition, among other severance amounts, the Compensation Committee authorized the payment of $100,000 to Mr. Langhorn in connection with his resignation, which amount was in respect of his 2022 LTCIP Award.

Long-Term Performance-Based Cash Incentive Plan Awards for Mr. Slifka—Mr. 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. Slifka’s performance and such external factors as the Compensation Committee deems appropriate. On April 12, 2019, the Compensation Committee determined that Mr. 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

2022 Phantom Unit Awards.— The Compensation Committee authorized the grant, effective June 8, 2022, of (i) a performance-based phantom unit award with distribution equivalent rights (a “2022 Performance Phantom Unit Award”) and (ii) a time-based phantom unit award with distribution equivalent rights (a “2022 Time Phantom Unit Award”; and together with the 2022 Performance Phantom Unit Award, the “2022 Phantom Unit Awards”), in each case, to our named executive officers under the Global Partners LP Long-Term Incentive Plan (as amended from time to time, the “LTIP”). The 2022 Performance Phantom Unit Awards represent the right to receive phantom units (or an equivalent amount of cash) in an amount up to 200% of the target number of phantom units subject to such 2022 Performance Phantom Unit Award, subject to the named executive officer’s continued employment and satisfaction of performance criteria based on our distributable cash flow (“DCF”) for three separate one-year performance subperiods within an overall three-year performance period that begins on January 1, 2022 and ends on December 31, 2024 but the phantom units do not vest until completion of the overall three-year performance period and certification of the applicable level of achievement by the Compensation Committee.

The Compensation Committee will calculate our DCF for each of the one-year subperiods within the overall three-year performance period and, based on the aggregate results for such years, the number of phantom units earned under each 2022 Performance Phantom Unit Award could range from 0% to 200% of target.

The 2022 Time Phantom Unit Awards represent the right to receive phantom units (or an equivalent amount of cash) and are eligible to vest in three substantially equal installments on January 1 of 2023, 2024 and 2025 (as defined in the 2022 Phantom Unit Award Agreement), subject to the named executive officer's continued employment through such vesting dates.

If a named executive officer's employment with our general partner is terminated by our general partner without cause or by the named executive officer for good reason, the named executive officer will be deemed to have satisfied the continued employment requirement with respect to the phantom units subject to the named executive officer's 2022 Performance Phantom Unit Award and such phantom units will be eligible to become earned based on actual achievement with respect to the applicable performance criteria; provided that, if such termination without cause or for good reason occurs within the 24-month period following a change in control, the number of phantom units that become earned will be equal to the greater of (i) the target number of phantom units subject to the 2022 Performance Phantom Unit Award, and (ii) the number of phantom units that would become earned based on actual achievement with respect to the applicable performance criteria through the date of the change in control. If a named executive officer's employment with our general partner is terminated due to death or disability, the named executive officer will be deemed to have satisfied the continued employment requirement with respect to a portion of the unvested phantom units subject to the named executive officer's 2022 Performance Phantom Unit Award based on the number of days that the named executive officer was employed between the performance period commencement date and the date of termination and such phantom units will be eligible to become earned based on actual achievement with respect to the applicable performance criteria. If a named executive officer's employment with our general partner is terminated by our general partner due to retirement, the Compensation Committee will generally have sole discretion to determine whether the named executive officer will be deemed to have satisfied the service requirement with respect to any or all of the phantom units subject to the named executive officer's 2022 Performance Phantom Unit Award, which phantom units would then be eligible to become earned based on actual achievement with respect to the applicable performance criteria. If a named executive officer's employment with our general partner is terminated by our general partner for cause or by the named executive officer other than for good reason, all unvested phantom units subject to such named executive officer's 2022 Performance Phantom Unit Award will immediately be forfeited.

If a named executive officer's employment with our general partner is terminated by our general partner without cause or by the named executive officer for good reason, all unvested phantom units subject to the named executive officer's 2022 Time Phantom Unit Award will immediately vest. If a named executive officer's employment with our general partner is terminated due to death or disability, a portion of the unvested phantom units subject to the named executive officer's 2022 Time Phantom Unit Award will immediately vest based on the number of days that the named executive officer was employed between the vesting commencement date and the date of termination. If a named executive officer's employment with our general partner is terminated by our general partner due to retirement, the Compensation Committee will generally have sole discretion to determine whether any or all of the unvested phantom units subject to the named executive officer's 2022 Time Phantom Unit Award will vest or be forfeited. If a named executive officer's employment with our general partner is terminated by our general partner for cause or by the named executive officer other than for good reason, all unvested phantom units subject to such named executive officer's 2022 Time Phantom Unit Award will immediately be forfeited. Upon vesting of each 2022 Phantom Unit Award, 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.

In addition, among other severance amounts, the Compensation Committee authorized the acceleration of the target number of phantom units subject to the 2022 Performance Phantom Unit Award and all of the phantom units subject to the 2022 Time Phantom Unit Award held by Mr. Langhorn in connection with his resignation, which phantom units were settled in cash.

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 LTIP to each of our named executive officers who had an employment agreement with us during 2017. Each 2017 Phantom Unit Award was 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 vested on August 1, 2022.

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 2022, 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 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 and club membership dues and, in 2020 and 2021 only, with respect to our CEO, payment of fees for professional financial planning, tax and/or legal advice.

Employment Agreements

Each of our named executive officers entered into a new three-year employment agreement with our general partner effective as of January 1, 2022. We believe that the post-termination and change in control payments in the employment agreements allow our named executive officers to focus on making business decisions that maximize 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 and the LTCIP) 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 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 Actions Taken Subsequent to Fiscal Year 2022

On February 23, 2023, the Compensation Committee authorized the grant to each of our named executive officers of (i) a special discretionary cash bonus, and (ii) a time-based phantom unit award with distribution equivalent rights under the LTIP (a "2023 Phantom Unit Award"). The amounts of the special discretionary cash bonuses for Messrs. Slifka, Hanson, Romaine, Spencer, and Geary are $500,000, $159,500, $287,500, $112,500, and $140,500, respectively, and such special discretionary cash bonuses will be paid in March 2023. The amounts of the 2023 Phantom Unit Awards for Messrs. Slifka, Hanson, Romaine, Spencer, and Geary are valued at $500,000, $159,500, $287,500, $112,500, and $140,500, respectively. Each 2023 Phantom Unit Award is eligible to cliff vest in full on February 23, 2024, subject to the named executive officer's continued employment through such vesting date.

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 27, 2023

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. 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 2022, 2021 and 2020 of our named executive officers.

Name and Principal Position	Year	Salary ($)(2)	Unit Awards ($)(3)	Bonus ($)(4)	Non-Equity Incentive Plan Compensation ($)(5)	Change in Pension Value and Deferred Nonqualified Compensation Earnings ($)(6)	All Other Compensation ($)(7)(8)	Total ($)
Eric Slifka	2022	1,000,000	3,929,415	—	6,500,000	—	67,181	11,496,596
President and CEO	2021	1,000,000	—	—	5,500,000	—	92,919	6,592,919
	2020	1,000,000	—	986,000	3,350,000	123,562	109,241	5,568,803
Gregory B. Hanson	2022	425,000	785,894	—	1,328,000	—	51,518	2,590,412
Chief Financial Officer	2021	292,468	—	250,000	400,000	—	42,634	985,102
Mark A. Romaine	2022	575,000	1,571,760	—	2,650,000	—	49,261	4,846,021
Chief Operating Officer	2021	575,000	—	—	2,450,000	2,286	42,455	3,069,741
	2020	575,000	—	569,000	1,150,000	52,463	40,951	2,387,414
Matthew Spencer	2022	300,000	505,222	—	1,050,000	—	53,414	1,908,636
Chief Accounting Officer	2021	300,000	—	—	600,000	—	48,655	948,655
	2020	275,000	—	200,000	400,000	—	48,573	923,573
Sean T. Geary	2022	375,000	561,345	—	1,012,000	—	46,767	1,995,112
Chief Legal Officer and Secretary								
Jez Langhorn (1)	2022	475,000	449,099	—	—	—	1,628,387	2,552,486
Chief Human Resources Officer	2021	334,659	—	—	665,000	—	243,227	1,242,886

(1) Mr. Langhorn ceased to serve as Chief Human Resources Officer as a result of his resignation effective October 28, 2022.

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

(3) Amounts in this column reflect the grant date fair value of the 2022 Performance Phantom Unit Awards and 2022 Time Phantom Unit Awards granted to our named executive officers determined in accordance with FASB ASC Topic 718. Regarding assumptions underlying the valuation of these equity awards, please see Note 18 to Consolidated Financial Statements. The grant date fair value for the 2022 Time Phantom Unit Awards is calculated using the closing price of our common units on the grant date of June 8, 2022 and is $1,964,708 for Mr. Slifka, $392,947 for Mr. Hanson, $785,866 for Mr. Romaine, $252,611 for Mr. Spencer, $280,673 for Mr. Geary, and $224,549 for Mr. Langhorn. The grant date fair value of the 2022 Performance Phantom Unit Awards is based on achievement of the target level of performance with respect to the applicable performance criteria and is $1,964,708 for Mr. Slifka, $392,947 for Mr. Hanson, $785,894 for Mr. Romaine, $252,611 for Mr. Spencer, $280,673 for Mr. Geary, and $224,549 for Mr. Langhorn. Assuming that, instead of target, the highest level of performance with respect to the applicable performance criteria is achieved, the aggregate grant date fair value of the 2022 Performance Phantom Units would be $2,400,312 for Mr. Slifka, $480,069 for Mr. Hanson, $960,104 for Mr. Romaine, $342,902 for Mr. Spencer, $308,619 for Mr. Geary and $274,335 for Mr. Langhorn.

(4) In 2021, Messrs. Slifka, Romaine, Hanson, Spencer and Geary were paid discretionary bonuses of $986,000, $569,000, $250,000, $200,000, and $315,000, respectively, for services performed during 2020. No discretionary bonuses were paid to our named executive officers for services performed during 2021. The amounts shown in the table above do not reflect long-term incentive awards granted in 2023 or discretionary cash bonuses paid after the date of this report as such long-term incentive

awards were granted in 2023, and such discretionary cash bonuses have not yet been paid as of the date of this Annual Report on Form 10-K.

(5) Amounts reported in this column reflect the bonuses paid to each of the named executive officers for services performed during 2022, 2021 and 2020, which were determined in accordance with our general partner's Short-Term Incentive Plans described above under "*Elements of Compensation—Short-Term Incentive Plans*" and our general partner's Long-Term Cash Incentive Plans described above under "*Elements of Compensation—Long-Term Cash Incentive Awards*." For Mr. Slifka, the amounts shown includes equal installments of $1,350,000 that were paid in January 2020 and February 2021, 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. 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 2022, 2021 or 2020. The grant date fair values of bonuses and non-equity incentive plan compensation granted to the named executive officers in respect of service during 2022, 2021 and 2020 are described below under "Pro-Forma Disclosure Table."

(6) Messrs. Hanson 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.

(7) With respect to Mr. Slifka, "All Other Compensation" for the years ended December 31, 2022, 2021 and 2020 includes, among other things, (a) club membership dues, and (b) with respect to 2021 and 2020 only, professional financial planning and tax advice fees, paid by us in the amounts of $15,754 for 2022; $23,518 and $26,700, respectively, for 2021; and $20,814 and $33,550, respectively, for 2020. The amounts in this column for 2022 are described further in the All Other Compensation table below.

(8) With respect to Mr. Langhorn, "All Other Compensation" for 2022 includes the following severance payments and benefits: (i) $950,000, which represents 200% of his base salary, (ii) $476,000, in respect of his 2022 STIP award, (iii) $100,000, in respect of his 2022 LTCIP Award, (iv) $48,012, in respect of 18 months of COBRA premiums, and (v) continued payment of base salary from his date of resignation through December 31, 2022.

Pro-Forma Disclosure Table

The Pro-Forma Disclosure Table below reflects the value of compensation granted to Messrs. Slifka, Hanson, Romaine, Spencer, and Geary as of the end of 2022 in respect of service during 2022, 2021 and 2020. 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 ($)	Unit Awards ($)(1)	Bonus ($)(2)	Short-Term Incentive Cash Awards ($)(3)	Long-Term Incentive Cash Awards ($)(4)	Change in Pension Value and Deferred Nonqualified Compensation Earnings ($)	All Other Compensation ($)	Total ($)(5)
Eric Slifka	2022	1,000,000	500,000	500,000	2,000,000	—	—	67,181	4,067,181
	2021	1,000,000	3,929,415	—	2,000,000	4,500,000	—	92,919	11,522,334
	2020	1,000,000	—	986,000	2,000,000	3,500,000	123,562	109,241	7,718,803
Gregory B. Hanson	2022	425,000	159,500	159,500	638,000	—	—	51,518	1,433,518
Mark A. Romaine	2022	575,000	287,500	287,500	1,150,000	—	—	49,261	2,349,261
	2021	575,000	1,571,760	—	1,150,000	1,500,000	2,286	42,455	4,841,501
	2020	575,000	—	569,000	1,150,000	1,300,000	52,463	40,951	3,687,414
Matthew Spencer	2022	300,000	112,500	112,500	450,000	—	—	53,414	1,028,414
	2021	300,000	505,222	—	600,000	600,000	—	48,655	2,053,877
	2020	275,000	—	200,000	400,000	600,000	—	48,573	1,523,573
Sean T. Geary	2022	375,000	140,500	140,500	562,000	—	—	46,767	1,264,767

(1) Amounts reported in this column reflect the grant date fair value of the 2022 Performance Phantom Unit Awards and 2022 Time Phantom Unit Awards granted to the named executive officers, which are described above under "*Elements of Compensation—Long-Term Equity Incentive Awards.*"

(2) In 2021, Messrs. Slifka, Romaine and 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.

(3) 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.*"

(4) 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. Slifka, the 2018 Long-Term Performance-Based Cash Incentive Plan contained in Mr. 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.

(5) Amounts reported in this table do not include the value of any long-term incentive awards (whether cash or equity) granted in 2023 or any discretionary cash bonuses paid after the date of this Annual Report on Form 10-K, 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, 2022:

Name	Employer Contributions to Global 401(k) Plan ($)	Club Membership Dues ($)	Personal Benefits ($)(1)(2)	Total All Other Compensation ($)
Eric Slifka	11,600	15,754	39,827	67,181
Gregory B. Hanson	11,600	—	39,918	51,518
Mark A. Romaine	11,600	—	37,661	49,261
Matthew Spencer	11,600	—	41,814	53,414
Sean T. Geary	11,600	—	35,167	46,767
Jez Langhorn	11,400	—	1,616,987	1,628,387

(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 2022 includes the amounts described in footnote 8 to the table titled "*Compensation of Named Executive Officers*."

Grants of Plan-Based Awards

The following table sets forth information regarding non-equity awards and equity awards granted to the named executive officers in 2022.

		Estimated Possible Payouts Under Non-Equity Incentive Plan Awards (2)(3)			Estimated Possible Payouts Under Equity Incentive Plan Awards (4)				
Name	Award Type (1)	Minimum Threshold ($)	Target ($)	Maximum ($)	Minimum Threshold ($)	Target ($)	Maximum ($)	All Other Awards (#)(5)	Grant Date Fair Value of Unit Awards ($)(6)
Eric Slifka	(a)	350,000	1,000,000	2,000,000	—	—	—	—	—
	(b)	—	4,500,000	—	—	—	—	—	—
	(c)	—	—	—	34,517	69,034	138,068	—	1,964,708
	(d)	—	—	—	—	—	—	69,034	1,964,708
Gregory B. Hanson	(a)	111,650	319,000	638,000	—	—	—	—	—
	(b)	—	600,000	—	—	—	—	—	—
	(c)	—	—	—	6,904	13,807	27,614	—	392,947
	(d)	—	—	—	—	—	—	13,807	392,947
Mark A. Romaine	(a)	201,250	575,000	1,150,000	—	—	—	—	—
	(b)	—	1,500,000	—	—	—	—	—	—
	(c)	—	—	—	13,807	27,613	55,226	—	785,894
	(d)	—	—	—	—	—	—	27,613	785,866
Matthew Spencer	(a)	78,750	225,000	450,000	—	—	—	—	—
	(b)	—	600,000	—	—	—	—	—	—
	(c)	—	—	—	4,438	8,876	17,752	—	252,611
	(d)	—	—	—	—	—	—	8,876	252,611
Sean T. Geary	(a)	98,350	281,000	562,000	—	—	—	—	—
	(b)	—	400,000	—	—	—	—	—	—
	(c)	—	—	—	4,931	9,862	19,724	—	280,673
	(d)	—	—	—	—	—	—	9,862	280,673
Jez Langhorn (7)	(a)	83,300	238,000	476,000	—	—	—	—	—
	(b)	—	100,000	—	—	—	—	—	—
	(c)	—	—	—	3,945	7,890	15,780	—	224,549
	(d)	—	—	—	—	—	—	7,890	224,549

(1) Award types:
   (a) STIP – Grant date: April 4, 2022
   (b) LTCIP – Grant date: June 10, 2022
   (c) 2022 Performance Phantom Unit Awards – Grant date: June 8, 2022
   (d) 2022 Time Phantom Unit Awards – Grant date: June 8, 2022

(2) For calendar year 2022, each named executive officer's 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 23, 2023, 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 2022. Actual payout of the STIP awards (the Performance Component and the Discretionary Component) for calendar year 2022 is shown in the "Non-Equity Incentive Plan Compensation" column of the Summary Compensation Table above.

(3) For each named executive officer who was granted a 2022 LTCIP Award, 33.4% of such award vests on March 11, 2024, another 33.3% of such award vests on March 11, 2025, and the final 33.3% of such award vests on March 11, 2026.

(4) This column includes the threshold, target, and maximum payouts under the 2022 Performance Phantom Unit Awards granted to the named executive officers. For more information on these awards, see "*Elements of Compensation—Long-Term Equity Incentive Awards.*"

(5) This column includes the 2022 Time Phantom Unit Awards granted to the named executive officers. For more information on these awards, see "*Elements of Compensation—Long-Term Equity Incentive Awards.*"

(6) Amounts in this column reflect the grant date fair value of 2022 Performance Phantom Unit Awards and 2022 Time Phantom Unit Awards granted to our named executive officers determined in accordance with FASB ASC Topic 718. For more information on the assumptions underlying the valuation of these equity awards, please see Note 18 to Consolidated Financial Statements.

(7) Mr. Langhorn's awards were accelerated in accordance with his resignation.

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, 2022, which consist solely of time-based and performance-based phantom units granted on June 8, 2022 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:

	Time Phantom Unit Awards		Performance Phantom Unit Awards	
			Equity Incentive Plan Awards	Equity Incentive Plan Awards
Name	**Number of Units That Have Not Vested (#)(1)**	**Market Value of Units That Have Not Vested ($)(2)**	**Number of Units That Have Not Vested (#)(3)**	**Market Value of Units That Have Not Vested ($)(2)**
Eric Slifka	69,034	2,400,312	138,068	4,800,624
Gregory B. Hanson	13,807	480,069	27,614	960,139
Mark A. Romaine	27,613	960,104	55,228	1,920,208
Matthew Spencer	8,876	308,619	19,724	617,237
Sean T. Geary	9,862	342,902	17,752	685,803

(1) Reflects 2022 Time Phantom Unit Awards, which vest over a three-year period, with one-third of the award having vested on January 1, 2023, one-third of the award scheduled to vest on January 1, 2025, and the final one-third of the award scheduled to vest on January 1, 2025.

(2) The market value of unvested 2022 Performance Phantom Unit Awards and 2022 Time Phantom Unit Awards is calculated based on the closing price of our common units on December 30, 2022 (the last trading day of 2022), which was $34.77. With respect to the 2022 Performance Phantom Unit Awards, the amount shown is based on achievement of 200% of target performance with respect to the applicable performance criteria.

(3) Reflects the target number of phantom units subject to 2022 Performance Phantom Unit Awards, which vest after a three-year performance period that consists of three one-year performance subperiods, based on the level of achievement with respect to the applicable performance criteria during such period. The number of phantom units earned could range from 0% to 200% of the target number of phantom units subject to each 2022 Performance Phantom Unit Award.

Units Vested in the 2022 Fiscal Year

The following table presents phantom units awarded to the named executive officers that vested during the year ended December 31, 2022:

	Unit Awards	
Name	**Number of Vested Phantom Units (#)**	**Market Value of Vested Phantom Units ($)(1)**
Eric Slifka	65,512	1,842,853
Gregory B. Hanson	2,388	67,174
Mark A. Romaine	25,365	713,517
Matthew Spencer	4,775	134,321
Sean T. Geary	2,388	67,174
Jez Langhorn	—	—

(1) The market values of these phantom units shown in the table above were calculated based on the closing price of $28.13 per common unit on August 1, 2022, the vesting date of such phantom units.

Potential Payments upon a Change of Control or Termination

The following tables show potential payments to each of our named executive officers (other than Mr. Langhorn) 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, 2022), for various scenarios involving a change of control or termination of employment of each such named executive officer assuming a December 31, 2022 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 $34.77 per unit as of December 30, 2022, which was the last day on which the market was open in 2022.

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 2022 LTCIP Award, a 2021 LTCIP Award, a 2020 LTCIP Award, a 2019 LTCIP Award and a 2018 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 "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 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 amounts due, if any, in respect of his interests in the Partnership's long-term incentive plans, including, but not limited to the Long-Term Performance-Based Cash Incentive Plan and (b) the Long-Term Cash Incentive Plan, plus (v) group health and similar insurance premiums on behalf of his spouse and dependents, if any, for 18 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 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 amounts due, if any, in respect of his interests in the Partnership's long-term incentive plans, including, but not limited to the Long-Term Performance-Based Cash Incentive Plan and (b) the Long-Term Cash Incentive Plan, plus (v) group health and similar insurance premiums on behalf of his spouse and dependents, if any, for 18 months following the date of termination.

If Mr. Slifka's employment is terminated by our general partner for Cause, Mr. Slifka will be paid the 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 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 held by Mr. Slifka automatically shall become fully vested.

Name	Change in Control ($)	Death ($)	Disability ($)	Termination by general partner without Cause / Constructive Termination / Breach by general partner: No Change in Control ($)	Termination by general partner without Cause / Constructive Termination / Breach by general partner: 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	2,400,312	2,400,312	2,400,312	2,400,312	2,400,312	—
LTCIP award	8,600,400	8,600,400	8,600,400	8,600,400	8,600,400	—
Fringe benefits	—	49,267	49,267	49,267	49,267	—
Life insurance benefits	—	500,000	—	—	—	—
Total	11,000,712	15,549,979	15,049,979	15,049,979	17,049,979	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% of the performance-based component ($500,000), and (b) 0% of the discretionary component associated with his 2022 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) the amounts due, if any, in respect of his interests in the Partnership's long-term incentive plans, including, but not limited to the Long-Term Performance-Based Cash Incentive Plan and (b) the Long-Term Cash Incentive Plan, 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) the amounts due, if any, in respect of his interests in the Partnership's long-term incentive plans, including, but not limited to the Long-Term Performance-Based Cash Incentive Plan and (b) the Long-Term Cash Incentive Plan, (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 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	—	1,488,000	1,488,000	1,488,000	1,488,000	1,009,500
LTIP awards	480,069	480,069	480,069	480,069	480,069	—
LTCIP award	823,200	823,200	823,200	823,200	823,200	—
Fringe benefits	—	49,267	49,267	49,267	49,267	—
Life insurance benefits	—	500,000	—	—	—	—
Total	1,303,269	3,340,536	2,840,536	2,840,536	2,840,536	1,009,500

(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 ($159,500), and (b) 0% of the discretionary component associated with his 2022 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) the amounts due, if any, in respect of his interests in the Partnership's long-term incentive plans, including, but not limited to the Long-Term Performance-Based Cash Incentive Plan and (b) the Long-Term Cash Incentive Plan, 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) the amounts due, if any, in respect of his interests in the Partnership's long-term incentive plans, including, but not limited to the Long-Term Performance-Based Cash Incentive Plan and (b) the Long-Term Cash Incentive Plan, (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.

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 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	960,104	960,104	960,104	960,104	960,104	—
LTCIP award	2,265,900	2,265,900	2,265,900	2,265,900	2,265,900	—
Fringe benefits	—	45,275	45,275	45,275	45,275	—
Life insurance benefits	—	500,000	—	—	—	—
Total	3,226,004	6,071,279	5,571,279	5,571,279	5,571,279	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 2022 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) the amounts due, if any, in respect of his interests in the Partnership’s long-term incentive plans, including, but not limited to the Long-Term Performance-Based Cash Incentive Plan and (b) the Long-Term Cash Incentive Plan, 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) the amounts due, if any, in respect of his interests in the Partnership’s long-term incentive plans, including, but not limited to the Long-Term Performance-Based Cash Incentive Plan and (b) the Long-Term Cash Incentive Plan, 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 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	—	1,050,000	1,050,000	1,050,000	1,050,000	712,500
LTIP awards	308,619	308,619	308,619	308,619	308,619	—
LTCIP award	1,399,600	1,399,600	1,399,600	1,399,600	1,399,600	—
Fringe benefits	—	45,275	45,275	45,275	45,275	—
Life insurance benefits	—	500,000	—	—	—	—
Total	1,708,219	3,303,494	2,803,494	2,803,494	2,803,494	712,500

(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 ($112,500), and (b) 0% of the discretionary component associated with his 2020 STIP target amount.

Sean T. Geary

If Mr. Geary's employment is terminated for any reason, Mr. Geary 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 "Geary Accrued Obligations").

If Mr. Geary'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 Geary 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) the amounts due, if any, in respect of his interests in the Partnership's long-term incentive plans, including, but not limited to the Long-Term Performance-Based Cash Incentive Plan and (b) the Long-Term Cash Incentive Plan, 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. Geary's employment is terminated by our general partner without "Cause" or by Mr. Geary for reasons constituting "Constructive Termination" (each quoted term as defined in the employment agreement), Mr. Geary shall be paid (i) the Geary 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) the amounts due, if any, in respect of his interests in the Partnership's long-term incentive plans, including, but not limited to the Long-Term Performance-Based Cash Incentive Plan and (b) the Long-Term Cash Incentive Plan, (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. Geary pursuant to Section 4999 of the Code.

If Mr. Geary's employment agreement is not renewed by our general partner and he does not continue to serve as our general partner's Chief Legal Officer following the expiration of his employment agreement pursuant to a different employment agreement with our general partner, he shall be paid (i) the Geary 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 held by Mr. Geary 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)
Sean T. Geary						
Severance Amount	—	1,312,000	1,312,000	1,312,000	1,312,000	1,312,000
LTIP awards	342,902	342,902	342,902	342,902	342,902	—
LTCIP award	549,900	549,900	549,900	549,900	549,900	—
Fringe benefits	—	49,267	49,267	49,267	49,267	—
Life insurance benefits	—	500,000	—	—	—	—
Total	892,802	2,754,069	2,254,069	2,254,069	2,254,069	1,312,000

(1) In the event of non-renewal, for purposes of this calculation, we have assumed that Mr. Geary would receive payment of (a) 100% of the performance-based component ($140,500), and (b) 0% of the discretionary component associated with his 2022 STIP target amount.

Jez Langhorn

As described above, Mr. Langhorn terminated employment as a result of his resignation effective October 28, 2022. Mr. Langhorn became entitled to receive the following severance payments and benefits as a result of his resignation: (a) a lump sum severance payment in an amount equal to $950,000, which represents 200% of his base salary as of his resignation, (b) an additional payment of $476,000, which represents 200% of his target incentive amount under the 2022 STIP, (c) a lump sum payment in an amount equal to $100,000, which represents the amount approved by the Compensation Committee in respect of his 2022 LTCIP Award, (d) reimbursement for COBRA premiums on behalf of his and his spouse and dependents, if any, for 18 months following the date of his resignation, (e) accelerated vesting of the 7,890 phantom units subject to his 2022 Time Phantom Unit Award and 7,890 phantom units subject to his 2022 Performance Phantom Unit Award, which were settled in cash, and (f) continued payment of his base salary between the date of his resignation and December 31, 2022.

Other Benefits

Pension Benefits

The table below sets forth information regarding the present value as of December 31, 2022 of the accumulated benefits of our named executive officers under the Global Partners LP Pension Plan.

Pension Benefits at December 31, 2022

Name	Plan Name	Number of Years Credited Service (#)	Present Value of Accumulated Benefit ($)	Payments During Last Fiscal Year ($)
Eric Slifka	(1)	23	576,658	—
Gregory B. Hanson	—	—	—	—
Mark A. Romaine	(1)	11	203,440	—
Matthew Spencer	—	—	—	—
Sean T. Geary	(1)	4	70,092	—
Jez Langhorn	—	—	—	—

(1) Global Partners LP Pension Plan

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.

Compensation of Directors

The following table sets forth (i) certain information concerning the compensation earned by our directors in 2022, and (ii) the aggregate amounts of stock awards and option awards, if any, held by each director at the end of 2022:

Name	Fees Earned or Paid in Cash ($)	Unit Awards ($)(2)	Non-Equity Incentive Plan Compensation ($)(3)	Total ($)
Richard Slifka	250,000	—	—	250,000
Eric Slifka (1)	—	—	—	—
Jaime Pereira	295,000	123,224	—	418,224
Robert J. McCool	295,000	123,224	413,000	831,224
John T. Hailer	295,000	123,224	208,000	626,224
Robert W. Owens	295,000	123,224	—	418,224

(1) Mr. Slifka, as an executive officer of our general partner, is otherwise compensated for his services and therefore does not receive any separate compensation for his service as director.

(2) Amounts reported in this column reflect the grant date fair value, calculated in accordance with FASB ASC Topic 718, of 4,680 phantom units granted to certain of our non-employee directors on October 14, 2022. Each award of phantom units cliff vested in full on January 1, 2023. As of December 31, 2022, each of the following of our non-employee directors held a total of 4,680 unvested phantom units: Messrs. McCool, Hailer, Owens and Pereira.

(3) Amounts reported in this column reflect amounts earned in 2022 in respect of outstanding LTCIP awards.

Employees of our general partner who also serve as directors do not receive additional compensation. In 2022, directors who are not employees of our general partner (1) received a $250,000 annual cash retainer, and (2) are eligible to participate in the LTIP. In addition, the chair of the (a) audit committee received a $25,000 annual cash retainer; (b) conflicts committee received a $20,000 annual cash retainer; and (c) Compensation Committee received a $20,000 annual cash retainer. Each member of the (x) audit committee received a $15,000 annual cash retainer; (y) conflicts committee received a $10,000 annual cash retainer; and (z) Conflict Committee received a $10,000 annual cash retainer.

Each director also is reimbursed for out-of-pocket expenses in connection with attending meetings of the board of directors or committees.

On October 14, 2022, Messrs. McCool, Hailer, Owens and Pereira were each granted an award of 4,680 phantom units with distribution equivalent rights. Each of these awards cliff vested as to 100% of the phantom units on January 1, 2023.

On October 22, 2021, Messrs. McCool, Hailer and Owens were awarded LTCIP grants in the amounts of $155,000, $155,000 and $45,000, respectively, 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, each of Messrs. McCool and Hailer was awarded an LTCIP grant in the amount of $128,000 in respect of services rendered in 2019. On December 9, 2022, the Compensation Committee authorized the acceleration of the LTCIP awards, which were paid on December 22, 2022.

On August 7, 2019, Messrs. McCool and Hailer were awarded LTCIP grants in the amounts of $160,000 and $80,000, respectively, in respect of services rendered in 2018. The LTCIP awards fully vested as of August 10, 2022

On March 6, 2019, Mr. McCool was awarded an LTCIP grant in the amount of $125,000 in respect of services rendered in 2017. The LTCIP award fully vested as of March 1, 2022.

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 2022, our last completed fiscal year:

- The median of the annual total compensation of our employees (other than the CEO) was $25,594; and
- The annual total compensation of our CEO, as reported in the Summary Compensation Table above, was $11,496,596.
- Based on this information, for 2022, 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 449 to 1.

To put this into context, approximately 79% of our employee population consists of convenience store employees, approximately 42% 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 $91,486 in 2022. The ratio of the annual total compensation of our CEO to this median employee was reasonably estimated to be 126 to 1.

To identify 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, 2022, our employee population consisted of approximately 4,310 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, 2022 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 2022.
- 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 2022 year in accordance with the requirements of Item 402(c)(2)(x) of Regulation S-K, resulting in annual total compensation of $91,486.
- 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 21, 2023 the beneficial ownership of common units representing limited partner interests in Global Partners LP held by certain beneficial owners of more than five percent (5%) of the common 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)	4,957,060	14.6 %
Richard Slifka (3)(4)(8)	2,687,237	7.9 %
Alfred A. Slifka 1990 Trust Under Article II-A (8)	1,841,748	5.4 %
Eric Slifka (5)(6)(7)(8)	3,443,524	10.1 %
Global GP LLC (8)	9,791	*
Mark Romaine	97,079	*
Gregory B. Hanson	14,353	*
Matthew Spencer	16,453	*
Sean T. Geary	14,966	*
Robert J. McCool	41,289	*
John T. Hailer	4,680	*
Jaime Pereira	4,680	*
Robert W. Owens	7,580	*
All directors and executive officers as a group (10 persons)	6,322,050	18.6 %

* 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 3, 2023, Invesco Ltd., in its capacity as a parent holding company to its investment advisers, has sole voting and dispositive power over 4,957,060 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 SteelPath MLP Select 40 Fund, which owns 5.30% of the common units outstanding, and (ii) the Invesco SteelPath MLP Income Fund, which owns 9.19% 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) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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. Effective February 9, 2023, AAS93 LLC, a Delaware limited liability company of which Eric Slifka is the sole Managing Director, and RS 2012 LLC, a Delaware limited liability

company of which Richard Slifka is the sole Managing Director, control Global GP LLC, and thus Eric Slifka and Richard Slifka may be deemed to beneficially own the common units owned by Global GP LLC.

Equity Compensation Plan Table

The following table summarizes information about our equity compensation plans as of December 31, 2022:

Plan Category	Number of Securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	344,511 (1)	—	2,838,132
Equity compensation plans not approved by security holders	—	—	—
Total	344,511 (1)	—	2,838,132

(1) Includes 86,125 units for the outstanding portions of the time-based 2022 NEO LTIP (RSU) awards, plus 258,386 units for the 2022 NEO Performance LTIP Awards. The number of units reserved for the 2022 NEO Performance LTIP Awards is calculated using 200% of the 129,193 target phantom units granted.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

As of February 21, 2023, affiliates of our general partner, including directors and executive officers of our general partner, owned 6,322,050 common units representing 18.6% of the common units. In addition, our general partner owns a 0.67% general partner interest in us.

The Trustees of the Alfred A. Slifka 1990 Trust Under Article II-A (the “AS Article II-A Trust”) include our President, Chief Executive Officer and Vice Chair of the board, 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. On February 9, 2023, the AS Article II-A Trust transferred its interests in our general partner to AAS93 LLC, a Delaware limited liability company of which Eric Slifka is the sole Managing Director.

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, 2022, his total compensation earned was approximately $209,000.

In September 2021, Andrew Slifka, the son of our Chair of the board, Richard Slifka, and the first cousin of our President, Chief Executive Officer and Vice-Chair of the board, Eric Slifka, resigned from his employment with Global GP LLC. During calendar year 2022, Mr. Andrew Slifka received “garden leave” payments pursuant to the non-competition provisions contained in his employment agreement with Global GP LLC in the aggregate amount of $237,500.

Eric Slifka 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. We paid this entity aggregate payments totaling approximately $194,400 during calendar year 2022.

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 6,322,050 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. On February 14, 2023, we made a distribution payment of \$1.5725 per unit to the common unitholders, consisting of a \$0.6350 quarterly distribution and a \$0.9375 one-time special distribution. Our general partner waived its incentive distribution rights with respect to the one-time special component of the distribution. 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 \$11.7 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 employment agreement with our general partner, Eric Slifka agreed, for himself and his 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 Eric Slifka is employed by the general partner or any of its affiliates, or (b) is preparing to become engaged as of the time that Eric Slifka's employment with the general partner or any of its affiliates ends and, with respect to parts (a) and (b) of this clause (5), Eric Slifka has participated in or obtained Confidential Information about such business or anticipated business. Eric 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 noncompetition and nonsolicitation obligations survive for one year following the termination of his employment for any reason other than death or the termination of his employment by the general partner without Cause (as defined in his employment agreement). In consideration for his noncompetition obligations, the general partner shall pay to Eric Slifka a total payment equal to fifty percent (50%) of his highest annualized Base Salary (as defined in his employment agreement) within the two years preceding termination; provided*,* that the general partner shall have no obligation to make such payment in the event that Eric Slifka breaches any of the terms of his noncompetition obligations.

In addition, Eric Slifka's employment agreement includes, and Eric Slifka agreed to, a confidentiality provision, which generally will continue for two years following Eric 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 Disposition

On January 14, 2015, we acquired our terminal located in Boston Harbor in Revere, Massachusetts (the “Revere Terminal”) from affiliates of the Slifka family (the “Initial Sellers”) for a purchase price of approximately $23.7 million.

On June 28, 2022, we sold the Revere Terminal to Revere MA Owner LLC (the “Revere Buyer”), a third party not affiliated with us, for a purchase price of $150.0 million in cash. In connection with closing under the purchase agreement between us and the Revere Buyer, we entered into a leaseback agreement with the Revere Buyer pursuant to which we 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. The term of the leaseback agreement, including all renewal options exercisable at our election, could extend through September 30, 2039.

Pursuant to the terms of the purchase agreement entered into with the Initial Sellers in 2015, the Initial Sellers are entitled to an amount equal to fifty percent of the net proceeds (as defined in the 2015 purchase agreement) (the “Initial Sellers Share”) from the sale of the Revere Terminal to the Revere Buyer. At the time of the 2022 closing, the preliminary calculation of the Initial Sellers Share was approximately $44.3 million, which amount is subject to future revisions. The final calculation of the Initial Sellers Share, including a sharing of any additional expenses in order to satisfy outstanding obligations under our current government storage contract at the Revere Terminal and potential operating losses or profits relating to the operation of the Revere Terminal during the initial leaseback term, will occur upon the expiration of such storage contract. To date, there have been no payments of additional net proceeds from the 2022 sale of the Revere Terminal relating to the final calculation of the Initial Sellers Share, as adjusted for such shared expenses and potential operating losses or profits.

Please read Note 17, “Related-Party Transactions,” of Notes to Consolidated Financial Statements included elsewhere in this report for additional information on the sale of the Revere Terminal.

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, Boston, Massachusetts (PCAOB ID: 42), Independent Registered Public Accounting Firm, to audit the books, records and accounts of Global Partners LP for the 2022 and 2021 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, 2022 and 2021 were as follows (in thousands):

	2022	2021
Audit Fees (1)	$ 4,113	$ 3,925
Audit-Related Fees (2)	178	125
Tax Fees (3)	1,062	1,108
All other fees (4)	3	3
Total	$ 5,356	$ 5,161

(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, 2022 and 2021.

(2) Represents fees for assurance and related services and consists primarily of audits of employee benefit plans.

(3) Tax fees included tax planning and tax return preparation.

(4) Represents fees for an accounting research tool subscription.

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 (incorporated herein by reference to Exhibit 2.2 to the Annual Report on Form 10-K filed on February 28, 2022).
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).
2.4#*	—	Equity Purchase Agreement, dated as of December 15, 2022, by and between Gulf Oil Limited Partnership, as Seller, and Global Partners LP, as Buyer.
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††	—	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).
10.3	—	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).
10.4^*	—	Global Partners LP Long-Term Incentive Plan (as Amended and Restated Effective June 22, 2012 and further amended as of June 22, 2022).
10.5^	—	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).
10.6†††	—	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).
10.7^	—	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).
10.8	—	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).
10.9	—	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).
10.10^	—	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).
10.11	—	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).
10.12	—	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).
10.13	—	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).
10.14	—	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).

10.15	—	Sixth Amendment to Third Amended and Restated Credit Agreement, dated March 9, 2022 (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on March 15, 2022).
10.16	—	Seventh Amendment to Third Amended and Restated Credit Agreement, dated March 30, 2022 (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on April 5, 2022).
10.17^	—	Employment Agreement by and between Global GP LLC and Eric Slifka (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on June 13, 2022).
10.18^	—	Employment Agreement by and between Global GP LLC and Gregory B. Hanson (incorporated herein by reference to Exhibit 10.2 to the Current Report on Form 8-K filed on June 13, 2022).
10.19^	—	Employment Agreement 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 June 13, 2022).
10.20^	—	Employment Agreement by and between Global GP LLC and Matthew Spencer (incorporated herein by reference to Exhibit 10.4 to the Current Report on Form 8-K filed on June 13, 2022).
10.21^	—	Employment Agreement by and between Global GP LLC and Jeremy Langhorn (incorporated herein by reference to Exhibit 10.5 to the Current Report on Form 8-K filed on June 13, 2022).
10.22^	—	Employment Agreement by and between Global GP LLC and Sean T. Geary (incorporated herein by reference to Exhibit 10.6 to the Current Report on Form 8-K filed on June 13, 2022).
10.23^	—	Form of Phantom Unit Award Agreement for Executive Officers under Global Partners LP Long-Term Incentive Plan (incorporated herein by reference to Exhibit 10.7 to the Quarterly Report on Form 10-Q filed on August 5, 2022).
10.24^	—	Form of Performance Phantom Unit Award Agreement for Executive Officers under Global Partners LP Long-Term Incentive Plan (incorporated herein by reference to Exhibit 10.8 to the Quarterly Report on Form 10-Q filed on August 5, 2022).
10.25^	—	Separation Agreement and General Release of Claims by and between Global GP LLC and Jeremy Langhorn (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on October 28, 2022).
10.26^	—	Form of Phantom Unit Award Agreement for Independent Directors under Global Partners LP Long-Term Incentive Plan (incorporated herein by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q filed on November 4, 2022).
10.27	—	Eighth Amendment to Third Amended and Restated Credit Agreement, dated February 2, 2023 (incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed on February 7, 2023).
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 27, 2023

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 27, 2023.

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

INDEX TO FINANCIAL STATEMENTS

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, 2022 and 2021, 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, 2022, 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, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, 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, 2022, 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 27, 2023 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 10 and Note 11 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, 2022, derivative assets of $19.8 million and derivative liabilities of $17.7 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 27, 2023

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, 2022, 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, 2022, 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, 2022 and 2021, 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, 2022, and the related notes of the Partnership and our report dated February 27, 2023 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 27, 2023

GLOBAL PARTNERS LP
CONSOLIDATED BALANCE SHEETS
(In thousands, except unit data)

	December 31, 2022	December 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 4,040	$ 10,849
Accounts receivable, net (less allowance of $3,062 and $2,741 at December 31, 2022 and 2021, respectively)	478,837	411,194
Accounts receivable-affiliates	2,380	1,139
Inventories	566,731	509,517
Brokerage margin deposits	23,431	33,658
Derivative assets	19,848	11,652
Prepaid expenses and other current assets	73,992	87,076
Total current assets	1,169,259	1,065,085
Property and equipment, net	1,218,171	1,099,348
Right of use assets, net	288,142	280,284
Intangible assets, net	26,854	26,014
Goodwill	427,780	328,135
Other assets	30,679	32,299
Total assets	$ 3,160,885	$ 2,831,165
Liabilities and partners' equity		
Current liabilities:		
Accounts payable	$ 530,940	$ 353,296
Working capital revolving credit facility-current portion	153,400	204,700
Lease liability-current portion	64,919	62,352
Environmental liabilities-current portion	4,606	4,642
Trustee taxes payable	42,972	44,223
Accrued expenses and other current liabilities	156,964	138,733
Derivative liabilities	17,680	31,654
Total current liabilities	971,481	839,600
Working capital revolving credit facility-less current portion	—	150,000
Revolving credit facility	99,000	43,400
Senior notes	741,015	739,310
Long-term lease liability-less current portion	231,427	228,203
Environmental liabilities-less current portion	64,029	48,163
Financing obligations	141,784	144,444
Deferred tax liabilities	66,400	56,817
Other long-term liabilities	57,305	53,461
Total liabilities	2,372,441	2,303,398
Commitments and contingencies (see Note 12)		
Partners' equity		
Series A preferred limited partners (2,760,000 units issued and outstanding at December 31, 2022 and 2021)	67,226	67,226
Series B preferred limited partners (3,000,000 units issued and outstanding at December 31, 2022 and 2021)	72,305	72,305
Common limited partners (33,995,563 units issued and 33,937,519 outstanding at December 31, 2022 and 33,995,563 units issued and 33,953,227 outstanding at December 31, 2021)	648,956	392,086
General partner interest (0.67% interest with 230,303 equivalent units outstanding at December 31, 2022 and 2021)	406	(1,948)
Accumulated other comprehensive loss	(449)	(1,902)
Total partners' equity	788,444	527,767
Total liabilities and partners' equity	$ 3,160,885	$ 2,831,165

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, 2022	2021	2020
Sales	$ 18,877,886	$ 13,248,277	$ 8,321,599
Cost of sales	17,780,237	12,529,014	7,600,461
Gross profit	1,097,649	719,263	721,138
Costs and operating expenses:			
Selling, general and administrative expenses	263,112	212,878	192,533
Operating expenses	445,271	353,582	323,298
Amortization expense	8,851	10,711	10,839
Net (gain) loss on sale and disposition of assets	(79,873)	(506)	275
Long-lived asset impairment	—	380	1,927
Total costs and operating expenses	637,361	577,045	528,872
Operating income	460,288	142,218	192,266
Interest expense	(81,259)	(80,086)	(83,539)
Loss on early extinguishment of debt	—	—	(7,164)
Income before income tax (expense) benefit	379,029	62,132	101,563
Income tax (expense) benefit	(16,822)	(1,336)	119
Net income	362,207	60,796	101,682
Net loss attributable to noncontrolling interest	—	—	528
Net income attributable to Global Partners LP	362,207	60,796	102,210
Less: General partner's interest in net income, including incentive distribution rights	7,138	3,581	1,399
Less: Preferred limited partner interest in net income	13,852	12,209	6,728
Net income attributable to common limited partners	$ 341,217	$ 45,006	$ 94,083
Basic net income per common limited partner unit	$ 10.06	$ 1.33	$ 2.77
Diluted net income per common limited partner unit	$ 10.02	$ 1.31	$ 2.74
Basic weighted average common limited partner units outstanding	33,935	33,942	33,907
Diluted weighted average common limited partner units outstanding	34,044	34,278	34,308

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, 2022	2021	2020
Net income	$ 362,207	$ 60,796	$ 101,682
Other comprehensive income (loss):			
Change in fair value of cash flow hedges	—	(7,082)	7,082
Change in pension liability	1,453	3,580	(406)
Total other comprehensive income (loss)	1,453	(3,502)	6,676
Comprehensive income	363,660	57,294	108,358
Comprehensive loss attributable to noncontrolling interest	—	—	528
Comprehensive income attributable to Global Partners LP	$ 363,660	$ 57,294	$ 108,886

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,		
	2022	2021	2020
Cash flows from operating activities			
Net income	$ 362,207	$ 60,796	$ 101,682
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	104,796	102,241	100,135
Amortization of deferred financing fees	5,432	5,031	5,241
Bad debt expense	131	(51)	710
Unit-based compensation expense	2,700	707	1,077
Write-off of financing fees	—	365	667
Net (gain) loss on sale and disposition of assets	(79,873)	(506)	275
Long-lived asset impairment	—	380	1,927
Loss on early extinguishment of debt	—	—	7,164
Deferred income taxes	9,583	599	13,339
Changes in operating assets and liabilities:			
Accounts receivable	(67,774)	(183,826)	185,168
Accounts receivable-affiliate	(1,241)	1,271	5,413
Inventories	(52,086)	(123,889)	65,588
Broker margin deposits	10,227	(11,997)	12,805
Prepaid expenses, all other current assets and other assets	14,043	24,618	(35,495)
Accounts payable	177,644	145,423	(165,513)
Trustee taxes payable	(1,251)	7,625	(6,334)
Change in derivatives	(22,170)	24,503	(12,635)
Accrued expenses, all other current liabilities and other long-term liabilities	17,628	(3,072)	31,312
Net cash provided by operating activities	479,996	50,218	312,526
Cash flows from investing activities			
Acquisitions	(256,246)	(18,034)	—
Capital expenditures	(106,797)	(101,717)	(76,333)
Seller note issuances	(1,664)	(1,690)	(1,608)
Proceeds from sale of property and equipment, net	128,514	6,391	8,213
Net cash used in investing activities	(236,193)	(115,050)	(69,728)
Cash flows from financing activities			
Net proceeds from issuance of Series B preferred units	—	72,167	—
Net (payments on) borrowings from working capital revolving credit facility	(201,300)	170,300	(139,500)
Net borrowings from (payments on) revolving credit facility	55,600	(78,600)	(70,700)
Proceeds from senior notes, net	—	—	344,750
Repayment of senior notes	—	—	(306,501)
Repurchase of common units	(2,898)	(3,772)	(291)
LTIP units withheld for tax obligations	(1,559)	(2,209)	(277)
Noncontrolling interest capital contribution	—	—	400
Acquisition of noncontrolling interest	—	—	(1,650)
Distributions to limited partners and general partner	(100,455)	(91,919)	(71,357)
Net cash (used in) provided by financing activities	(250,612)	65,967	(245,126)
Cash and cash equivalents			
(Decrease) increase in cash and cash equivalents	(6,809)	1,135	(2,328)
Cash and cash equivalents at beginning of year	10,849	9,714	12,042
Cash and cash equivalents at end of year	$ 4,040	$ 10,849	$ 9,714
Supplemental information			
Cash paid during the year for interest	$ 60,910	$ 54,709	$ 58,638
Net cash paid (received) during the year for income taxes	$ 8,053	$ (14,779)	$ (1,463)

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, 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
Net income	6,728	7,124	341,217	7,138	—	—	362,207
Distributions to limited partners and general partner	(6,728)	(7,124)	(81,928)	(4,784)	—	—	(100,564)
Unit-based compensation	—	—	2,700	—	—	—	2,700
Other comprehensive income	—	—	—	—	1,453	—	1,453
Repurchase of common units	—	—	(2,898)	—	—	—	(2,898)
LTIP units withheld for tax obligations	—	—	(1,559)	—	—	—	(1,559)
Distribution equivalent rights	—	—	(771)	—	—	—	(771)
Dividends on repurchased units	—	—	109	—	—	—	109
Balance at December 31, 2022	$ 67,226	$ 72,305	$ 648,956	$ 406	$ (449)	$ —	$ 788,444

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, 2022, the Partnership had a portfolio of 1,673 owned, leased and/or supplied gasoline stations, including 353 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, 2022, affiliates of the General Partner, including its directors and executive officers and their affiliates, owned 6,322,050 common units, representing a 18.6% limited partner interest.

COVID-19

The presence of COVID-19 was felt in the Partnership's corporate offices, at its retail sites and terminal locations and in the global supply chain. Although the impact of COVID-19 has significantly declined to date, the Partnership continues to monitor its impacts while providing essential products and services, prioritizing the safety of the Partnership's employees, customers and vendors in the communities where it operates.

Recent Event

On February 2, 2023, the Partnership and certain of its subsidiaries entered into the eighth amendment to the third amended and restated credit agreement which, among other things, permits the Partnership to request up to two reallocations per calendar year of the lending commitments among its facilities under the credit agreement. See Note 9 for additional information.

2022 Events

Purchase Agreement—On December 15, 2022, the Partnership entered into an Equity Purchase Agreement (the "Purchase Agreement") with Gulf Oil Limited Partnership pursuant to which the Partnership will acquire all the issued and outstanding equity interests of New Haven NewCo, Woodbury NewCo, Portland NewCo, Linden NewCo and Chelsea NewCo, each as defined in the Purchase Agreement (collectively, the "Target Companies"). The purchase price is approximately $273.0 million in cash, subject to certain customary adjustments to, primarily, take into account the actual amount of certain assets and liabilities of the Target Companies as of the closing date. The Target Companies each will contain all of the assets exclusively related to the ownership and operation of, and the receipt, storage and throughput of refined products at certain operating, refined-products terminals located in New Haven, CT, Thorofare, NJ, Portland, ME, Linden, NJ and Chelsea, MA. The five terminals have an aggregate storage capacity of approximately 3.9 million barrels. The acquisition is expected to close in the first half of 2023 subject to regulatory approvals and other customary closing conditions. The Partnership expects to finance the transaction with borrowings under its revolving credit facility.

Acquisitions—On September 20, 2022, the Partnership acquired substantially all of the assets of Tidewater Convenience, Inc. ("Tidewater"). On February 1, 2022, the Partnership acquired substantially all of the retail motor fuel assets of Miller Oil Co., Inc. ("Miller Oil"). On January 25, 2022, the Partnership acquired substantially all of the assets of Connecticut-based Consumers Petroleum of Connecticut, Incorporated ("Consumers Petroleum"). See Note 3 for additional information on these acquisitions.

Sale of the Revere Terminal—On June 28, 2022, the Partnership completed the sale of its terminal located on Boston Harbor in Revere, Massachusetts for a purchase price of $150.0 million in cash. See Note 17 for additional information.

Amendments to the Credit Agreement—On March 9, 2022, the Partnership and certain of its subsidiaries entered into the sixth amendment to the third amended and restated credit agreement (the "Sixth Amendment") which, among other things, increased the total aggregate commitment to $1.55 billion. On March 30, 2022, the Partnership and certain of its subsidiaries entered into the seventh amendment to the third amended and restated credit agreement (the "Seventh Amendment") which, among other things, refreshed the accordion feature under the credit agreement. See Note 9 for additional information on the credit agreement.

Note 2. Summary of Significant Accounting Policies

Basis of Consolidation and Presentation

The financial results of Tidewater, Miller Oil and Consumers Petroleum since each respective acquisition date are included in the accompanying consolidated statement of operations for the year ended December 31, 2022. The accompanying consolidated financial statements as of December 31, 2022 and 2021 and for the years ended December 31, 2022, 2021 and 2020 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 operating results of the Partnership are reported as a noncontrolling interest in the accompanying consolidated statement of operations for the year ended December 31, 2020.

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. 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, 2022 and 2021, 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, 2022, approximately 98% of the Partnership's accounts receivable were outstanding less than 30 days.

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, 2022					
Credit loss allowance—accounts receivable	$ 2,741	$ 256	$ (156)	$ 221	$ 3,062
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

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):

	2022	2021
Distillates: home heating oil, diesel and kerosene	$ 205,076	$ 244,067
Gasoline	160,386	123,824
Gasoline blendstocks	51,900	50,599
Crude oil	2,248	3,678
Residual oil	112,457	60,286
Renewable identification numbers (RINs)	5,098	4,218
Convenience store inventory	29,566	22,845
Total	$ 566,731	$ 509,517

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 $2.3 million and $1.3 million at December 31, 2022 and 2021, respectively. Negative exchange balances are accounted for as accounts payable and amounted to $24.3 million and $20.6 million at December 31, 2022 and 2021, 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 $5.5 million, $0.6 million and $0.9 million for the years ended December 31, 2022, 2021 and 2020, respectively (see Note 8).

All of the Partnership's goodwill is allocated to the GDSO segment. During 2022, 2021 and 2020, 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 2022, the Partnership recognized no impairment charges. 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.

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 15 and 24.

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 $10.1 million and $8.7 million in total asset retirement obligations at December 31, 2022 and 2021, 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," ("ASC 842") (see Note 9).

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 ASC 842 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.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

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 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 14.

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 10 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. 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:

	2022	2021	2020
Gasoline sales: gasoline and gasoline blendstocks (such as ethanol)	67 %	72 %	70 %
Distillates (home heating oil, diesel and kerosene) and residual oil sales	30 %	24 %	24 %
Crude oil sales and crude oil logistics revenue	— %	1 %	1 %
Convenience store and prepared food sales, rental income and sundries	3 %	3 %	5 %
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:

	2022	2021	2020
Wholesale segment	24 %	17 %	23 %
Gasoline Distribution and Station Operations segment	72 %	81 %	75 %
Commercial segment	4 %	2 %	2 %
Total	100 %	100 %	100 %

See Note 21, "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 10, "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.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

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.

See Note 11, "Fair Value Measurements," for additional information.

Accounting Standards or Updates Recently Adopted

There have been no recently issued accounting standards that are expected to have a material impact on the Partnership's consolidated financial statements.

Note 3. Business Combinations

Acquisition of Tidewater Convenience, Inc.—On September 20, 2022, the Partnership acquired substantially all of the assets of Tidewater in a cash transaction. The acquisition includes 14 company-operated Tidewater convenience stores and 1 fuel site, all located in Virginia. The purchase price was approximately $40.3 million, including inventory. The acquisition was funded with borrowings under the Partnership's revolving credit facility.

The preliminary fair values of the assets acquired and liabilities assumed as of September 20, 2022, the acquisition date, are set forth in the table below. The excess of the purchase price over the aggregate acquisition date value of identifiable net assets acquired was recorded as goodwill and assigned to the GDSO segment. Substantially all of the goodwill is expected to be deductible for tax purposes. These preliminary acquisition date values were generally determined through established and generally accepted valuation techniques and are subject to change during the measurement period as valuations are finalized. As a result, the acquisition accounting is not complete, and additional information that existed at the acquisition date may become known to the Partnership during the remainder of the measurement period. The Partnership is still in the process of valuing the assets acquired of Tidewater, including inventory, property and equipment and right of use assets, and liabilities.

The following table presents the preliminary allocation of the purchase price to the estimated fair value of the assets acquired and liabilities assumed at the date of acquisition (in thousands):

Assets purchased:		
Inventory	$	1,004
Property and equipment		28,653
Right of use assets		638
Total identifiable assets purchased		30,295
Liabilities assumed:		
Accrued expenses and other current liabilities		(908)
Environmental liabilities		(2,154)
Lease liability		(508)
Other non-current liabilities		(3,056)
Total liabilities assumed		(6,626)
Net identifiable assets acquired		23,669
Goodwill		16,651
Net assets acquired	$	40,320

The fair values of the remaining assets and liabilities noted above approximate their carrying values at September 20, 2022, the acquisition date.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

In connection with the acquisition, the Partnership incurred acquisition costs of approximately $0.6 million during 2022, which are included in selling, general and administrative expenses in the accompanying consolidated statement of operations. Revenues included in the Partnership's consolidated operating results for Tidewater from September 30, 2022, the acquisition date, through December 31, 2022 amounted to $19.9 million.

Acquisition of Miller Oil Co., Inc.—On February 1, 2022, the Partnership acquired substantially all of the retail motor fuel assets of Miller Oil in a cash transaction. 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. The purchase price was approximately $60.1 million, including inventory. The acquisition was funded with borrowings under the Partnership's revolving credit facility.

The final fair values of the assets acquired and liabilities assumed as of February 1, 2022, the acquisition date, are set forth in the table below. The excess of the purchase price over the aggregate acquisition date value of identifiable net assets acquired was recorded as goodwill and assigned to the GDSO segment. Substantially all of the goodwill is expected to be deductible for tax purposes.

The following table presents the final allocation of the purchase price to the estimated fair value of the assets acquired and liabilities assumed at the date of acquisition (in thousands):

Assets purchased:	
Inventory	$ 2,249
Property and equipment	37,530
Right of use assets	5,139
Intangibles	5,555
Other assets	837
Total identifiable assets purchased	51,310
Liabilities assumed:	
Accrued expenses and other current liabilities	(1,190)
Environmental liabilities	(4,816)
Lease liability	(5,969)
Other non-current liabilities	(1,384)
Total liabilities assumed	(13,359)
Net identifiable assets acquired	37,951
Goodwill	22,148
Net assets acquired	$ 60,099

The fair values of the remaining assets and liabilities noted above approximate their carrying values at February 1, 2022, the acquisition date.

The Partnership utilized accounting guidance related to intangible assets which lists the pertinent factors to be considered when estimating the useful life of an intangible asset. These factors include, in part, a review of the expected use by the Partnership of the assets acquired, the expected useful life of another asset (or group of assets) related to the acquired assets and legal, regulatory or other contractual provisions that may limit the useful life of an acquired asset. The Partnership amortizes these intangible assets over their estimated useful lives which is consistent with the estimated undiscounted future cash flows of these assets.

As part of the purchase price allocation, identifiable intangible assets include dealer supply contracts that are being amortized over three to eight years. Amortization expense related to the intangible assets was $0.9 million for

2022.

In connection with the acquisition, the Partnership incurred acquisition costs of approximately $1.0 million during 2022, which are included in selling, general and administrative expenses in the accompanying consolidated statement of operations. Revenues included in the Partnership's consolidated operating results for Miller Oil from February 1, 2022, the acquisition date, through December 31, 2022 amounted to $181.6 million.

***Acquisition of Consumers Petroleum of Connecticut Incorporated*—**On January 25, 2022, the Partnership acquired substantially all of the assets of Consumers Petroleum in a cash transaction. The acquisition includes 26 company-owned Wheels convenience stores and related fuel operations located in Connecticut and 22 fuel-supply only sites located in Connecticut and New York. The purchase price, subject to post-closing adjustments, was approximately $154.7 million, including inventory. The acquisition was funded with borrowings under the Partnership's revolving credit facility.

The final fair values of the assets acquired and liabilities assumed as of January 25, 2022, the acquisition date, are set forth in the table below. The excess of the purchase price over the aggregate acquisition date value of identifiable net assets acquired was recorded as goodwill and assigned to the GDSO segment. Substantially all of the goodwill is expected to be deductible for tax purposes.

The following table presents the final allocation of the purchase price to the estimated fair value of the assets acquired and liabilities assumed at the date of acquisition (in thousands):

Assets purchased:	
Inventory	$ 2,475
Property and equipment	88,262
Right of use assets	4,482
Intangibles	4,136
Other non-current assets	434
Total identifiable assets purchased	99,789
Liabilities assumed:	
Accrued expenses and other current liabilities	(192)
Environmental liabilities	(7,161)
Lease liability	(2,372)
Other non-current liabilities	(609)
Total liabilities assumed	(10,334)
Net identifiable assets acquired	89,455
Goodwill	65,272
Net assets acquired	$ 154,727

The fair values of the remaining assets and liabilities noted above approximate their carrying values at January 25, 2022, the acquisition date.

The Partnership utilized accounting guidance related to intangible assets which lists the pertinent factors to be considered when estimating the useful life of an intangible asset. These factors include, in part, a review of the expected use by the Partnership of the assets acquired, the expected useful life of another asset (or group of assets) related to the acquired assets and legal, regulatory or other contractual provisions that may limit the useful life of an acquired asset. The Partnership amortizes these intangible assets over their estimated useful lives which is consistent with the estimated undiscounted future cash flows of these assets.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

As part of the purchase price allocation, identifiable intangible assets include dealer supply contracts that are being amortized over four to eight years. Amortization expense related to the intangible assets was $0.6 million for 2022.

In connection with the acquisition, the Partnership incurred acquisition costs of approximately $1.2 million for 2022, which are included in selling, general and administrative expenses in the accompanying consolidated statement of operations. Revenues included in the Partnership's consolidated operating results for Consumers Petroleum from January 25, 2022, the acquisition date, through December 31, 2022 amounted to $283.2 million.

Supplemental Pro Forma Information—The following unaudited proforma information presents the consolidated results of operations of the Partnership as if the Tidewater, Miller Oil and Consumers Petroleum acquisitions occurred at the beginning of each year presented, with proforma adjustments to selling, general and administrative expenses, interest expense and income taxes (in thousands, except per unit date):

	2022	2021
Sales	$ 18,965,176	$ 13,835,047
Net income	$ 363,130	$ 68,620
Net income attributable to common limited partners	$ 342,140	$ 52,830
Basic net income per common limited partner unit	$ 10.08	$ 1.56
Diluted net income per common limited partner unit	$ 10.05	$ 1.54

Note 4. Leases

The following table presents supplemental balance sheet information related to leases at December 31 (in thousands):

Assets:	**Balance Sheet Location**	**2022**	**2021**
Right-of-use assets - operating	Right-of-use assets, net	$ 288,142	$ 280,284
Liabilities:			
Current lease liability - operating	Lease liability - current portion	$ 64,919	62,352
Noncurrent lease liability - operating	Lease liability - less current portion	231,427	228,203
Total lease liability		$ 296,346	$ 290,555

Lessee Lease Arrangements

The following table presents the components of lease cost for the years ended December 31 (in thousands):

Statement of operations location:	**2022**	**2021**	**2020**
Cost of sales (a)	$ 45,125	$ 42,435	$ 47,703
Selling, general and administrative expenses	2,688	2,598	2,897
Operating expenses (b)	66,509	55,392	51,130
Total lease cost	$ 114,322	$ 100,425	$ 101,730

(a) Includes short-term lease costs of $6.2 million, $2.7 million and $3.1 million for 2022, 2021 and 2020, respectively.

(b) Includes variable lease cost of $11.3 million, $5.6 million and $6.1 million for 2022, 2021 and 2020, respectively, and short-term leases costs which were immaterial for 2022, 2021 and 2020.

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, 2022 were as follows (in thousands):

2023	$	81,081
2024		66,632
2025		49,668
2026		43,642
2027		34,394
Thereafter		93,574
Total lease payments		368,991
Less imputed interest		72,645
Total lease liabilities	$	296,346
Current portion	$	64,919
Long-term portion		231,427
Total lease liabilities	$	296,346

The future minimum lease payments include $32.8 million related to options to extend lease terms that are reasonably certain of being exercised and exclude $4.1 million in lease payments that were not fixed at lease commencement or lease modification and $1.6 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:		**2022**		**2021**	**2020**
Sales (a)(b)	$	81,926	$	77,401	73,266

(a) Lease revenue includes sub-lessor rental income from leased properties of $46.5 million, $44.1 million and $39.0 million for 2022, 2021 and 2020, respectively, where the Partnership is the lessee of the property.
(b) Includes variable lease revenue of $8.1 million, $6.0 million and $4.6 million for 2022, 2021 and 2020, respectively, and short-term lease revenue which was immaterial for 2022, 2021 and 2020.

The future minimum lease payments to be received under operating leases in effect at December 31, 2022 were as follows (in thousands):

2023	$	71,486
2024		44,074
2025		27,553
2026		6,650
2027		3,002
Thereafter		2,488
Total	$	155,253

Supplemental Information Related to Lease Arrangements

At December 31, 2022, the weighted average non-cancellable lease term was 6.7 years and the weighted average discount rate was 6.2%. The following table presents supplemental information related to leases for the years ended December 31 (in thousands):

	2022	2021	2020
Cash paid for amounts included in the measurement of lease liabilities	$ 91,534	$ 101,395	$ 96,096
Right-of-use assets obtained in exchange for new lease liabilities	$ 74,421	$ 67,816	$ 65,045

Note 5. 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, 2022			
Revenue from contracts with customers:	Wholesale	GDSO	Commercial	Total
Refined petroleum products, renewable fuels and crude oil	$ 3,671,725	$ 6,140,823	$ 853,243	$ 10,665,791
Station operations	—	480,455	—	480,455
Total revenue from contracts with customers	3,671,725	6,621,278	853,243	11,146,246
Other sales:				
Revenue originating as physical forward contracts and exchanges	7,189,213	—	460,501	7,649,714
Revenue from leases	2,555	79,371	—	81,926
Total other sales	7,191,768	79,371	460,501	7,731,640
Total sales	$ 10,863,493	$ 6,700,649	$ 1,313,744	$ 18,877,886

	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

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, 2022 and 2021.

Note 6. 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, 2021	$	328,135
Acquisition of Tidewater (1)		16,651
Acquisition of Miller Oil (1)		22,148
Acquisition of Consumers Petroleum (1)		65,272
Other acquisitions (2)		1,100
Dispositions (3)		(5,526)
Balance at December 31, 2022	$	427,780

(1) See Note 3 for information on the Partnership's business combinations.
(2) Other acquisitions represent the recognition of goodwill associated with the acquisitions of individual company-operated gasoline stations and convenience stores.
(3) Dispositions represent derecognition of goodwill associated with the sale and disposition of certain assets (see Note 8).

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Intangible assets consisted of the following (in thousands):

	Gross Carrying Amount	Accumulated Amortization	Net Intangible Assets	Amortization Period
At December 31, 2022				
Intangible assets subject to amortization:				
Terminalling services	$ 26,365	$ (20,436)	$ 5,929	20 years
Customer relationships	43,986	(42,935)	1,051	2-15 years
Supply contracts	97,269	(77,731)	19,538	5-10 years
Other intangible assets	5,995	(5,659)	336	2-20 years
Total intangible assets	$ 173,615	$ (146,761)	$ 26,854	
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	

The aggregate amortization expense was approximately $8.9 million, $10.7 million and $10.8 million for the years ended December 31, 2022, 2021 and 2020, respectively.

The estimated annual intangible asset amortization expense for future years ending December 31 is as follows (in thousands):

2023	$ 8,066
2024	7,404
2025	4,203
2026	4,022
2027	1,967
Thereafter	1,192
Total intangible assets	$ 26,854

Note 7. Property and Equipment

Property and equipment consisted of the following at December 31 (in thousands):

	2022	2021
Buildings and improvements	$ 1,441,893	$ 1,327,002
Land	523,631	457,260
Fixtures and equipment	42,136	38,646
Idle plant assets	30,500	30,500
Construction in process	56,047	52,716
Capitalized internal use software	33,687	32,740
Total property and equipment	2,127,894	1,938,864
Less accumulated depreciation	909,723	839,516
Total	$ 1,218,171	$ 1,099,348

Property and equipment includes retail gasoline station assets held for sale of $5.3 million and $6.1 million and terminal assets held for sale of $0 and $26.3 million at December 31, 2022 and 2021, respectively.

At December 31, 2022, the Partnership had a $38.2 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, 2022 and 2021.

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 2022 included $44.1 million in costs related to the Partnership's gasoline stations and $11.9 million in costs related to the Partnership's terminals.

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.

Depreciation

Depreciation expense allocated to cost of sales was approximately $87.6 million, $82.9 million and $81.1 million for the years ended December 31, 2022, 2021 and 2020, respectively.

Depreciation expense allocated to selling, general and administrative expenses was approximately $8.3 million, $8.7 million and $8.1 million for the years ended December 31, 2022, 2021 and 2020, respectively.

Note 8. 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):

	2022	2021	2020
Sale of Revere Terminal	$ (76,817)	$ —	$ —
Divestiture of retail gasoline stations	(4,578)	$ (702)	$ (1,299)
Loss on assets held for sale	1,617	—	964
Other	(95)	196	610
Total	$ (79,873)	$ (506)	$ 275

Sale of Revere Terminal

On June 28, 2022, the Partnership completed the sale of its terminal located on Boston Harbor in Revere, Massachusetts for a purchase price of $150.0 million in cash. In connection with the sale of the Revere Terminal, the Partnership recognized a net gain of approximately $76.8 million for the year ended December 31, 2022, which is included in net gain on sale and disposition of assets in the accompanying consolidated statement of operations for the year ended December 31, 2022. See Note 17 for additional information.

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 12 sites during 2022 and recognized a gain of $4.6 million on the sales of these sites for the year ended December 31, 2022, including the derecognition of $5.5 million of GDSO goodwill.

The Partnership recognized a gain of $0.7 million and $1.3 million on the sales of sites for the years ended December 31, 2021 and 2020, respectively, including the derecognition of $0.6 million and $0.9 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 12 sites associated with the divestiture of retail gasoline stations discussed above as held for sale at December 31, 2022. The Partnership recorded impairment charges related to these assets held for sale in the amount of $1.6 million for the year ended December 31, 2022.

The Partnership recorded impairment charges related to assets held for sale associated with the divestiture of retail gasoline stations in the amount of $0 and $1.0 million for the years ended December 31, 2021 and 2020, respectively.

Retail gasoline station assets held for sale of $5.3 million and $6.1 million and terminal assets held for sale of $0 and $26.3 million at December 31, 2022 and 2021, respectively, are included in property and equipment in the accompanying consolidated balance sheets. Assets held for sale at December 31, 2022 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 9. 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 $1.55 billion senior secured credit facility (the "Credit Agreement"). The Credit Agreement matures on May 6, 2024.

As of December 31, 2022, there were 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 $1.1 billion; 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 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 $300.0 million, in the aggregate, for a total credit facility of up to $1.85 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 and/or other lenders outside its lending group will agree to fund any request by the Partnership for additional amounts in excess of the total available commitments of $1.55 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 $1.55 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 Daily or Term secured overnight financing rate ("SOFR") plus a 0.10% SOFR adjustment plus a margin of 2.00% to 2.50% depending on the Utilization Amount (as defined in the Credit Agreement), or (2) the base rate plus a margin of 1.00% to 1.50% depending on the Utilization Amount. Borrowings under the revolving credit facility bear interest at (1) the Daily or Term SOFR plus a 0.10% SOFR adjustment plus a margin of 1.75% to 2.75% depending on the Combined Total Leverage Ratio (as defined in the Credit Agreement), or (2) the base rate plus a margin of 0.75% to 1.75% depending on the Combined Total Leverage Ratio.

The average interest rates for the Credit Agreement were 3.7%, 2.4% and 2.9% for the years ended December 31, 2022, 2021 and 2020, respectively.

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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, 2022, the Partnership estimated working capital revolving credit facility borrowings will equal or exceed $0 over the next twelve months.

The table below presents the total borrowings and availability under the Credit Agreement at December 31 (in thousands):

	2022	2021
Total available commitments	$ 1,550,000	$ 1,350,000
Working capital revolving credit facility—current portion	153,400	204,700
Working capital revolving credit facility—less current portion	—	150,000
Revolving credit facility	99,000	43,400
Total borrowings outstanding	252,400	398,100
Less outstanding letters of credit	181,400	156,000
Total remaining availability for borrowings and letters of credit (1)	$ 1,116,200	$ 795,900

(1) Subject to borrowing base limitations.

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, among other things, no 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, among other things, no Default has occurred or will exist immediately after making such repayment.

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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, 2022.

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 2022, and in connection with the Sixth Amendment and Seventh Amendment, the Partnership capitalized additional financing fees of $1.0 million. The Partnership had unamortized deferred financing fees of $14.4 million and $18.8 million at December 31, 2022 and 2021, respectively.

Unamortized fees related to the Credit Agreement are included in other current assets and other long-term assets and amounted to $4.8 million and $7.5 million at December 31, 2022 and 2021, 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 $9.0 million and $10.7 million at December 31, 2022 and 2021, respectively. Unamortized fees related to the Partnership's sale-leaseback transactions are presented as a direct deduction from the carrying amount of the financing obligation and amounted to $0.6 million at both December 31, and 2022 and 2021.

Amortization expense of approximately $5.4 million, $5.0 million and $5.2 million for the years ended December 31, 2022, 2021 and 2020, 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):

	2022	2021	2020
Borrowings from working capital revolving credit facility	$ 2,080,100	$ 2,306,000	$ 1,398,300
Payments on working capital revolving credit facility	(2,281,400)	(2,135,700)	(1,537,800)
Net (payments on) borrowings from working capital revolving credit facility	$ (201,300)	$ 170,300	$ (139,500)
Borrowings from revolving credit facility	$ 423,000	$ 10,000	$ 50,000
Payments on revolving credit facility	(367,400)	(88,600)	(120,700)
Net borrowings from (payments on) revolving credit facility	$ 55,600	$ (78,600)	$ (70,700)

Eighth Amendment to the Credit Agreement

On February 2, 2023, the Partnership entered into the Eighth Amendment to the Credit Agreement which, among other things, permits the Partnership to request up to two reallocations per calendar year (each, a "Reallocation") of a portion of the working capital revolving credit facility, the working capital interim facility and/or the revolving credit facility to the working capital revolving credit facility, the working capital interim facility and/or the revolving credit facility, as applicable. Each Reallocation shall be in a minimum amount of $50.0 million and, after giving effect to any such Reallocation, the amount of the aggregate commitments shall remain the same.

Pursuant to the terms of the Credit Agreement, the Partnership requested, and the lenders under the Credit Agreement agreed to, a Reallocation of $150.0 million of the working capital revolving credit facility to the revolving credit facility. After giving effect to such Reallocation, the working capital revolving credit facility is $950.0 million, and the revolving credit facility is $600.0 million.

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 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.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

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 in a tender offer and to repay a portion of the borrowings outstanding under its 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 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.

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. 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 $9.0 million, $9.2 million and $9.3 million was recorded for the years ended December 31, 2022, 2021 and 2020, respectively. The financing obligation will amortize through expiration of the leases based upon the lease rental payments which were $10.6 million, $10.4 million and $10.1 million for the years ended December 31, 2022, 2021 and 2020, respectively. The financing obligation balance outstanding at December 31, 2022 was $83.3 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 (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, 2022 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, 2022.

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 $4.2 million, $4.3 million and $4.3 million for the years ended December 31, 2022, 2021 and 2020, respectively, and lease rental payments were $4.8 million, $4.7 million and $4.7 million for the years ended December 31, 2022, 2021 and 2020, respectively. The financing obligation balance outstanding at December 31, 2022 was $61.2 million associated with the Sale-Leaseback Transaction.

Note 10. Derivative Financial Instruments

The following table summarizes the notional values related to the Partnership's derivative instruments outstanding at December 31, 2022:

	Units (1)	Unit of Measure
Exchange-Traded Derivatives		
Long	43,445	Thousands of barrels
Short	(46,056)	Thousands of barrels
OTC Derivatives (Petroleum/Ethanol)		
Long	5,958	Thousands of barrels
Short	(5,375)	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	2022	2021	2020
Derivatives in fair value hedging relationship				
Exchange-traded futures contracts and OTC derivative contracts for petroleum commodity products	Cost of sales	$ (32,088)	$ (19,648)	$ (29,338)
Hedged items in fair value hedge relationship				
Physical inventory	Cost of sales	$ 24,737	$ 19,486	$ 25,308

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 $0, $8.1 million and $9.4 million for the years ended December 31, 2022, 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 $0, $15.2 million and $2.3 million for the years ended December 31, 2022, 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, 2022 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	2022	2021	2020
Commodity contracts	Cost of sales	$ 29,002	$ 3,227	$ 10,164

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, 2022 and 2021 (in thousands):

		December 31, 2022		
	Balance Sheet Location	Derivatives Designated as Hedging Instruments	Derivatives Not Designated as Hedging Instruments	Total
Asset Derivatives:				
Exchange-traded derivative contracts	Broker margin deposits	$ (11,517)	$ 58,380	$ 46,863
Forward derivative contracts (1)	Derivative assets	—	19,848	19,848
Total asset derivatives		$ (11,517)	$ 78,228	$ 66,711
Liability Derivatives:				
Exchange-traded derivative contracts	Broker margin deposits	$ —	$ (51,974)	$ (51,974)
Forward derivative contracts (1)	Derivative liabilities	—	(17,680)	(17,680)
Total liability derivatives		$ —	$ (69,654)	$ (69,654)

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

		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)

(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.

Note 11. 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

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

assets and liabilities that were measured at fair value on a recurring basis as of December 31, 2022 and 2021 (in thousands):

	Fair Value at December 31, 2022			
	Level 1	Level 2	Cash Collateral Netting	Total
Assets:				
Forward derivative contracts (1)	$ —	$ 19,848	$ —	$ 19,848
Exchange-traded/cleared derivative instruments (2)	(5,111)	—	28,543	23,432
Pension plans	18,257	—	—	18,257
Total assets	$ 13,146	$ 19,848	$ 28,543	$ 61,537
Liabilities:				
Forward derivative contracts (1)	$ —	$ (17,680)	$ —	$ (17,680)

	Fair Value at December 31, 2021			
	Level 1	Level 2	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)

(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.

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 10.

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.

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.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

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, 2022 and 2021.

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):

	2022		2021	
	Face Value	Fair Value	Face Value	Fair Value
7.00% senior notes due 2027	$ 400,000	$ 379,000	$ 400,000	$ 412,000
6.875% senior notes due 2029	$ 350,000	$ 315,875	$ 350,000	$ 358,750

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, Note 3 for acquired assets and liabilities measured on a non-recurring basis and Note 8 for assets held for sale.

Note 12. 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, 2022, the Partnership has fulfilled all gallonage commitments. The following provides minimum volume purchase requirements at December 31, 2022 (in thousands of gallons):

2023	365,986
2024	291,408
2025	237,311
2026	26,755
2027	13,805
Thereafter	21,350
Total	956,615

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, 2022 (in thousands):

2023	$ 9,000
2024	9,000
2025	6,000
Total	$ 24,000

Total expenses reflected in cost of sales related to this agreement were approximately $9.0 million for each of the years ended December 31, 2022, 2021 and 2020.

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. This agreement expired on December 31, 2022, with a remaining commitment on the take-or-pay commitment of approximately $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 $0.9 million, $0.5 million and $0.7 million for the years ended December 31, 2022, 2021 and 2020, respectively. At December 31, 2022, the remaining ratable commitment on these access right agreements, with expirations through 2066, was approximately $25.1 million.

Operating Leases

Please see Note 4 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 15 for a discussion of the Partnership's environmental liabilities.

Legal Proceedings

Please see Note 24 for a discussion of the Partnership's legal proceedings.

Note 13. 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 $43.0 million and $44.2 million in various pass-through taxes collected on behalf of taxing authorities at December 31, 2022 and 2021, respectively.

Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following at December 31 (in thousands):

	2022	2021
Barging transportation, product storage and other ancillary cost accruals	$ 36,264	$ 29,469
Employee compensation	46,619	38,039
Accrued interest	23,581	22,752
Other	50,500	48,473
Total	$ 156,964	$ 138,733

Employee compensation consisted of bonuses, vacation and other salary accruals. Ancillary costs consisted of cost accruals related to product expediting and storage.

Note 14 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:

	2022	2021	2020
Federal statutory income tax rate	21.0 %	21.0 %	21.0 %
State income tax rate, net of federal tax benefit	1.7 %	1.9 %	2.4 %
Derecognition of goodwill	— %	0.1 %	0.1 %
Benefit of loss carryback	— %	— %	(6.2)%
Partnership income not subject to tax	(18.3) %	(20.8) %	(17.4)%
Effective income tax rate	4.4 %	2.2 %	(0.1)%

The following table presents the components of the provision for income taxes for the years ended December 31 (in thousands):

	2022	2021	2020
Current:			
Federal	$ —	$ —	$ (15,942)
State	7,239	737	2,484
Total current	7,239	737	(13,458)
Deferred:			
Federal	9,519	435	12,749
State	64	164	590
Total deferred	9,583	599	13,339
Total	$ 16,822	$ 1,336	$ (119)

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Significant components of long-term deferred taxes were as follows at December 31 (in thousands):

	2022	2021
Deferred Income Tax Assets		
Accounts receivable allowances	$ 369	$ 453
Environmental liability	12,518	8,167
Asset retirement obligation	2,657	2,301
Deferred financing obligation	10,639	10,917
Lease liability	42,585	41,171
Other	6,466	3,155
Federal net operating loss carryforwards	11,091	10,726
State net operating loss carryforwards	384	970
Tax credit carryforward	1,343	1,324
Interest expense carryforwards	8,115	—
Total deferred tax assets, gross	96,167	79,184
Valuation allowance	(4,728)	(4,231)
Total deferred tax assets, net	$ 91,439	$ 74,953
Deferred Income Tax Liabilities		
Property and equipment	$ (99,031)	$ (80,074)
Land	(17,861)	(12,519)
Right of use assets	(40,947)	(39,177)
Total deferred tax liabilities	$ (157,839)	$ (131,770)
Net deferred tax liabilities	$ (66,400)	$ (56,817)

At December 31, 2022, GMG had federal net operating loss carryforwards of approximately $40.4 million which can be carried forward indefinitely. In addition, GMG had state net operating loss carryforwards of approximately $7.5 million, of which $7.3 million will begin to expire in 2026, and $0.2 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, 2022, the Partnership had $48.5 million of net deferred tax liabilities (consisting of the $66.4 million total net deferred tax liability less the $17.9 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.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

The following table presents changes in the valuation allowance for the years ended December 31 (in thousands):

Description	Balance at Beginning of Period	Current Period Provision	Balance at End of Period
Year ended December 31, 2022			
Valuation allowance	$ 4,231	$ 497	$ 4,728
Year ended December 31, 2021			
Valuation allowance	$ 3,881	$ 350	$ 4,231
Year ended December 31, 2020			
Valuation allowance	$ 3,299	$ 582	$ 3,881

At December 31, 2022, the Partnership also had a $17.9 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 (expense) benefit and income subject to income tax expense for the years ended December 31 (in thousands):

	2022	2021	2020
Income before income tax (expense) benefit	$ 379,029	$ 62,132	$ 101,563
Less non—taxable income	330,902	61,862	84,762
Income subject to income tax expense	$ 48,127	$ 270	$ 16,801

In 2022, the Partnership made approximately $8.1 million in income tax payments.

In 2021, the Partnership had approximately ($14.8 million) in refunds received, consisting of tax refunds of ($15.8 million), offset by $1.0 million in state income tax payments.

In 2020, the Partnership had approximately ($1.5 million) in refunds received, consisting of tax refunds of ($2.9 million), offset by $1.4 million in state income tax payments.

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 2019.

Unrecognized tax benefits represent uncertain tax positions for which reserves have been established. The Partnership had no gross-tax effected unrecognized tax benefits for the years ended December 31, 2022, 2021 and 2020.

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, 2022 (tax years ended December 31, 2022, 2021, 2020 and 2019). 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. There were no interest and penalties recorded in the accompanying consolidated balance sheets at December 31, 2022 and 2021 and the consolidated statements of operations for the years ended December 31, 2022 and 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 15. 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.

In connection with the acquisitions of retail gasoline and convenience store assets described in Note 3, the Partnership assumed certain environmental liabilities, including certain ongoing environmental remediation efforts. As a result, the Partnership recorded, on an undiscounted basis, a total environmental liability of approximately $2.1 million, $4.8 million and $7.2 million for Tidewater, Miller Oil and Consumers Petroleum, respectively, as of December 31, 2022.

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The following table presents a summary roll forward of the Partnership's environmental liabilities, which were recorded on an undiscounted basis, at December 31, 2022 (in thousands):

Environmental Liability Related to:	Balance at December 31, 2021	Additions 2022	Payments 2022	Dispositions 2022	Other Adjustments 2022	Balance at December 31, 2022
Retail gasoline stations	$ 49,261	$ 14,131	$ (3,816)	$ (700)	$ 7,827	$ 66,703
Terminals	3,544	—	(69)	(1,543)	—	1,932
Total environmental liabilities	$ 52,805	$ 14,131	$ (3,885)	$ (2,243)	$ 7,827	$ 68,635
Current portion	$ 4,642					$ 4,606
Long-term portion	48,163					64,029
Total environmental liabilities	$ 52,805					$ 68,635

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 $3.9 million and $5.7 million at December 31, 2022 and 2021, 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, 2022 and 2021.

Note 16. 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 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 $4.4 million, $3.9 million and $3.6 million for the years ended December 31, 2022, 2021 and 2020, 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, 2022		
	Global Pension Plan	GMG Pension Plan	Total
Projected benefit obligation	$ 12,084	$ 3,158	$ 15,242
Fair value of plan assets	14,830	3,427	18,257
Net pension asset	$ (2,746)	$ (269)	$ (3,015)

	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 (pension asset) unfunded pension liability	$ (851)	$ 482	$ (369)

Total actual return on plan assets was ($3.3 million) and $3.8 million in 2022 and 2021, respectively.

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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):

	2022	2021	2020
Benefit obligation at beginning of year	$ 22,334	$ 23,604	$ 21,489
Interest cost	538	474	605
Actuarial (gain) loss	(6,210)	(724)	2,183
Benefits paid	(1,420)	(1,020)	(673)
Benefit obligation at end of year	$ 15,242	$ 22,334	$ 23,604

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		
	2022	2021	2020	2022	2021	2020
Discount rate	5.1%	2.6%	2.1%	5.3%	2.8%	2.4%
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 2022.

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, 2022 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):

2023	$ 2,135
2024	875
2025	1,139
2026	1,621
2027	1,411
2028—2032	6,786
Total	$ 13,967

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 $0.3 million, $0.4 million and $0.5 million in 2022, 2021 and 2020, respectively.

Note 17. Related-Party Transactions

Services Agreement—The Partnership is a party to a 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 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, 2022, 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 $180.7 million, $144.0 million and $133.5 million for the years ended December 31, 2022, 2021 and 2020, 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 16) and the General Partner's qualified and non-qualified pension plans.

The table below presents receivables from the General Partner at December 31 (in thousands):

	2022	2021
Receivables from the General Partner (1)	$ 2,380	$ 1,139

(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 18, "Long-Term Incentive Plan–Repurchase Program."

Sale of the Revere Terminal—On June 28, 2022, the Partnership completed the sale of its terminal located on Boston Harbor in Revere, Massachusetts (the "Revere Terminal") to Revere MA Owner LLC (the "Revere Buyer") for a purchase price of $150.0 million in cash. In connection with closing under the purchase agreement between the Partnership and the Revere Buyer, the Partnership entered into a leaseback agreement, which meets the criteria for sale accounting, with the Revere Buyer pursuant to which the Partnership leases 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. The term of the leaseback agreement, including all renewal options exercisable at the Partnership's election, could extend through September 30, 2039.

Pursuant to the terms of the purchase agreement the Partnership entered into with affiliates of the Slifka family (the "Initial Sellers"), related parties, in 2015 to acquire the Revere Terminal, the Initial Sellers are entitled to an amount equal to fifty percent of the net proceeds (as defined in the 2015 purchase agreement) (the "Initial Sellers Share") from the sale of the Revere Terminal. At the time of the 2022 closing, the preliminary calculation of the Initial Sellers Share was approximately $44.3 million, which amount is subject to future revisions. To date, there have been no payments of additional net proceeds from the 2022 sale of the Revere Terminal relating to the final calculation of the Initial Sellers Share, as adjusted for such shared expenses and potential operating losses or profits.

The final calculation of the Initial Sellers Share, including a sharing of any additional expenses in order to satisfy outstanding obligations under the Partnership's current government storage contract at the Revere Terminal and potential operating losses or profits relating to the operation of the Revere Terminal during the initial leaseback term, will occur upon the expiration of such storage contract. The Partnership recorded approximately $4.6 million of such additional expenses due to the Initial Sellers which are included in accrued expenses and other current liabilities in the accompanying consolidated balance sheet as of December 31, 2022 and in selling, general and administrative expenses in the accompanying consolidated statement of operations for the year ended December 31, 2022.

After closing costs and the preliminary payment of the Initial Sellers Share, the Partnership received net proceeds of approximately $98.9 million, which are included in proceeds from sale of property and equipment, net in the accompanying consolidated statement of cash flows for the year ended December 31, 2022.

In connection with the sale of the Revere Terminal, the Partnership recognized a net gain of approximately $76.8 million for the year ended December 31, 2022, which is included in net gain on sale and disposition of assets in the accompanying consolidated statement of operations for the year ended December 31, 2022. The payment of the preliminary calculation of the Initial Sellers Share of approximately $44.3 million is included in the measurement of the $76.8 million net gain recognized.

Note 18. 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 ("DERs"), unit awards and substitute awards. Awards granted pursuant to the LTIP vest pursuant to the terms of the grant agreements. A total of 2,838,132 units were available for issuance under the LTIP as of December 31, 2022.

Phantom Unit Award – Executive Officers

On June 8, 2022, the Compensation Committee of the board of directors of the General Partner (the "Compensation Committee") granted service-based and performance-based awards of phantom units and associated DERs under the LTIP to certain executives of the General Partner.

Phantom Unit Award–The phantom units granted will vest in approximate thirds over a three-year period, commencing on January 1, 2023, provided that the executive remains continuously employed from the grant date through the applicable vesting date. The DERs that were granted in tandem with the phantom units will vest and become payable in common units of the Partnership (or cash equivalent) simultaneously with the vesting of the phantom units.

Performance Phantom Unit Award–These awards represent the right to receive common units of the Partnership (or cash equivalent) in an amount up to 200% of the "Target Phantom Units" (as defined in each executive's award agreement), subject to performance-based vesting and provided that the executive remains continuously employed from the grant date through December 31, 2024. The performance period for these grants is the three-year period commencing on January 1, 2022 and continuing through December 31, 2024 (the "Performance Period"), and is divided into three separate subperiods of calendar years 2022, 2023 and 2024. The number of earned common units of the Partnership will be determined by the Compensation Committee based upon the aggregate results of the subperiods following completion of the Performance Period. The DERs that were granted in tandem with the performance phantom units will vest and become payable in common units of the Partnership (or cash equivalent) simultaneously with the vesting of the phantom units.

Phantom Unit Award – Non-Employee Directors

On October 14, 2022, the Compensation Committee granted awards of phantom units and associated DERs under the LTIP to the non-employee directors of the General Partner. The phantom awards granted vested on January 1, 2023 and became payable on a one-for-one basis in common units of the Partnership (or cash equivalent). The DERs that were granted in tandem with the phantom units also vested and became payable in common units of the Partnership (or

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cash equivalent) simultaneously with the vesting of the phantom units

The following table presents a summary of the non-vested phantom units granted under the LTIP:

	Non-Vested Phantom Units			
	Service-Based Awards	Performance-Based Awards	Weighted Average Grant Date Fair Value ($)	Fair Value (in thousands)
Outstanding non—vested units at December 31, 2020	402,570	—	9.47	—
Vested	(211,367)	—	9.67	—
Forfeited	(43,030)	—	9.28	—
Outstanding non—vested units at December 31, 2021	148,173	—	9.26	$ 1,372
Granted	155,802	182,776	25.43	8,608
Vested	(148,173)	—	9.26	(1,372)
Forfeited	(7,890)	(10,520)	25.35	(467)
Outstanding non—vested units at December 31, 2022	147,912	172,256	25.43	$ 8,141

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. Compensation cost and granted units associated with performance-based awards are recognized based on the probability of the performance target being achieved. The Partnership recognizes forfeitures as they occur.

The Partnership recorded total compensation expense related to the outstanding LTIP awards of $2.7 million, $0.7 million and $1.1 million for the years ended December 31, 2022, 2021 and 2020, 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, 2022 was approximately $5.9 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 currently authorized to acquire up to 1,437,427 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 1,117,825 common units pursuant to the Repurchase Program for approximately $31.7 million, of which approximately $2.9 million were repurchased in 2022.

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. There were no such costs for the year ended December 31, 2022. For each of the years ended December 31, 2021 and 2020, the Partnership paid members of the General Partner $0.3 million of these costs.

Note 19. Partners' Equity, Allocations and Cash Distributions

Partners' Equity

Common Units and General Partner Interest

At December 31, 2022 there were 33,995,563 common units issued, including 6,322,050 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, 2022, 2021 and 2020.

Series A Preferred Units

At December 31, 2022 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, 2022, 2021 and 2020.

Series B Preferred Units

On March 24, 2021, the Partnership issued 3,000,000 9.50% Series B Fixed Rate Cumulative Redeemable Perpetual Preferred Units issued representing limited partners interests (the "Series B Preferred Units") for $25.00 per Series B Preferred Unit. There have been no changes to the Series B Preferred Units during the years ended December 31, 2022 and 2021.

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.

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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 is a 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.

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 2022, 2021 and 2020 (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
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
2022						
2/14/2022 (2)	12/31/21	$ 0.5850	$ 19,887	$ 141	$ 871	$ 20,899
5/13/2022 (2)	03/31/22	0.5950	20,227	144	973	21,344
8/12/2022 (2)	06/30/22	0.6050	20,567	147	1,075	21,789
11/14/2022 (2)	09/30/22	0.6250	21,247	153	1,280	22,680

(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, 2023, the board of directors of the General Partner declared a quarterly cash distribution of $1.5725 per unit on all of its outstanding common units for the period from October 1, 2022 through December 31, 2022, consisting of a quarterly distribution of $0.6350 per unit ($2.54 per unit on an annualized basis) and a one-time special distribution of $0.9375 per common unit. On February 14, 2023, the Partnership paid the total cash

GLOBAL PARTNERS LP

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

distribution of approximately $55.4 million to unitholders of record as of the close of business on February 8, 2023. The quarterly distribution resulted in the Partnership reaching its third target level distribution. The General Partner agreed to waive its incentive distribution rights with respect to the one-time special 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 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 2022, 2021 and 2020 (in thousands, except per unit data):

Cash Distribution Payment Date	For the Quarterly Period Covering	Per Unit Cash Distribution	Total Cash Distribution
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
2022			
2/15/2022	11/15/21 - 2/14/22	$ 0.609375	$ 1,682
5/16/2022	2/15/22 - 5/14/22	0.609375	1,682
8/15/2022	5/15/22 - 8/14/22	0.609375	1,682
11/15/2022	8/15/22 - 11/14/22	0.609375	1,682

In addition, on January 17, 2023, 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, 2022 through February 14, 2023 to holders of record as of the opening of business on February 1, 2023. On February 15, 2023, the Partnership paid the total cash distribution of approximately $1.7 million.

At any time on or after August 15, 2023, the Partnership may redeem, in whole or in part, the Series A Preferred Units at a redemption price in cash of $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. The Partnership must provide not less than 30 days' and not more than 60 days' advance written notice of any such redemption. 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.

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.

The Partnership paid the following additional cash distributions on the Series B Preferred Units during 2022 and 2021 (in thousands, except per unit data):

Cash Distribution Payment Date	For the Quarterly Period Covering	Per Unit Cash Distribution	Total Cash Distribution
2021			
8/16/2021	5/15/21 - 8/14/21	$ 0.59375	$ 1,781
11/15/2021	8/15/21 - 11/14/21	0.59375	1,781
2022			
2/15/2022	11/15/21 - 2/14/22	$ 0.59375	$ 1,781
5/16/2022	2/15/22 - 5/14/22	0.59375	1,781
8/15/2022	5/15/22 - 8/14/22	0.59375	1,781
11/15/2022	8/15/22 - 11/14/22	0.59375	1,781

In addition, on January 17, 2023, 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, 2022 through February 14, 2023 to holders of record as of the opening of business on February 1, 2023. On February 15, 2023, 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.

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.

Note 20. 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 21. 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.

GLOBAL PARTNERS LP

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):

	2022	2021	2020
Wholesale Segment:			
Sales			
Gasoline and gasoline blendstocks	$ 6,408,184	$ 5,357,128	$ 3,243,676
Other oils and related products (1)	4,449,647	2,465,232	1,625,600
Crude oil (2)	5,662	61,776	84,046
Total	$ 10,863,493	$ 7,884,136	$ 4,953,322
Product margin			
Gasoline and gasoline blendstocks	$ 106,982	$ 86,289	$ 101,806
Other oils and related products (1)	190,077	65,429	84,927
Crude oil (2)	(9,362)	(12,845)	(672)
Total	$ 287,697	$ 138,873	$ 186,061
Gasoline Distribution and Station Operations Segment:			
Sales			
Gasoline	$ 6,140,823	$ 4,137,969	$ 2,545,616
Station operations (3)	559,826	476,405	431,041
Total	$ 6,700,649	$ 4,614,374	$ 2,976,657
Product margin			
Gasoline	$ 588,676	$ 413,756	$ 398,016
Station operations (3)	267,941	233,881	205,926
Total	$ 856,617	$ 647,637	$ 603,942
Commercial Segment:			
Sales	$ 1,313,744	$ 749,767	$ 391,620
Product margin	$ 40,973	$ 15,604	$ 12,279
Combined sales and Product margin:			
Sales	$ 18,877,886	$ 13,248,277	$ 8,321,599
Product margin (4)	$ 1,185,287	$ 802,114	$ 802,282
Depreciation allocated to cost of sales	(87,638)	(82,851)	(81,144)
Combined gross profit	$ 1,097,649	$ 719,263	$ 721,138

(1) Other oils and related products primarily consist of distillates and residual oil.
(2) Crude oil consists of the Partnership's crude oil sales and revenue from its logistics activities.
(3) Station operations consist of convenience store and prepared food sales, rental income and sundries.
(4) 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 450 million gallons, 475 million gallons and 425 million gallons of the GDSO segment's sales for the years ended December 31, 2022, 2021 and 2020, 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, 2022, 2021 and 2020.

GLOBAL PARTNERS LP

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):

	2022	2021	2020
Combined gross profit	$ 1,097,649	$ 719,263	$ 721,138
Operating costs and expenses not allocated to operating segments:			
Selling, general and administrative expenses	263,112	212,878	192,533
Operating expenses	445,271	353,582	323,298
Amortization expense	8,851	10,711	10,839
Net (gain) loss on sale and disposition of assets	(79,873)	(506)	275
Long-lived asset impairment	—	380	1,927
Total operating costs and expenses	637,361	577,045	528,872
Operating income	460,288	142,218	192,266
Interest expense	(81,259)	(80,086)	(83,539)
Loss on early extinguishment of debt	—	—	(7,164)
Income tax (expense) benefit	(16,822)	(1,336)	119
Net income	362,207	60,796	101,682
Net loss attributable to noncontrolling interest	—	—	528
Net income attributable to Global Partners LP	$ 362,207	$ 60,796	$ 102,210

The Partnership's foreign assets and foreign sales were immaterial as of and for the years ended December 31, 2022, 2021 and 2020.

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, 2022	$ 738,995	$ —	$ 1,944,135	$ 477,755	$ 3,160,885
December 31, 2021	$ 739,523	$ —	$ 1,655,475	$ 436,167	$ 2,831,165

Note 22. 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, 2022 and 2021 excludes 58,044 and 42,336 common units, respectively, held on behalf of the Partnership pursuant to its repurchase program (see Note 18). 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.

GLOBAL PARTNERS LP

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, 2022			
Numerator:	**Total**	**Common Limited Partners**	**General Partner Interest**	**IDRs**
Net income attributable to Global Partners LP	$ 362,207	$ 355,069	$ 7,138	$ —
Declared distribution	$ 121,223	$ 115,499	$ 1,013	$ 4,711
Assumed allocation of undistributed net income	240,984	239,570	1,414	—
Assumed allocation of net income	$ 362,207	$ 355,069	$ 2,427	$ 4,711
Less: Preferred limited partner interest in net income		13,852		
Net income attributable to common limited partners		$ 341,217		
Denominator:				
Basic weighted average common units outstanding		33,935		
Dilutive effect of phantom units		109		
Diluted weighted average common units outstanding		34,044		
Basic net income per common limited partner unit		$ 10.06		
Diluted net income per common limited partner unit		$ 10.02		

	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		

GLOBAL PARTNERS LP

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

	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		

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, 2022:

Cash Distribution Declaration Date	Per Common Unit Cash Distribution Declared	Distribution Declared for the Quarterly Period Ended
April 26, 2022	$ 0.5950	March 31, 2022
July 26, 2022	$ 0.6050	June 30, 2022
October 25, 2022	$ 0.6250	September 30, 2022
January 25, 2023 (1)	$ 1.57250	December 31, 2022

(1) This distribution of $1.5725 consists of a quarterly distribution of $0.6350 per common unit and a one-time special distribution of $0.9375 per common unit.

The board of directors of the General Partner declared the following quarterly cash distributions on the Series A Preferred Units and the Series B Preferred Units earned during 2022:

Cash Distribution Declaration Date	Series A Preferred Units Per Unit Cash Distribution Declared	Series B Preferred Units Per Unit Cash Distribution Declared	Distribution Declared for the Quarterly Period Covering
April 18, 2022	$ 0.609375	$ 0.59375	February 15, 2022 - May 14, 2022
July 18, 2022	$ 0.609375	$ 0.59375	May 15, 2022 - August 14, 2022
October 17, 2022	$ 0.609375	$ 0.59375	August 15, 2022 - November 14, 2022
January 17, 2023	$ 0.609375	$ 0.59375	November 15, 2022 - February 14, 2023

See Note 19, “Partners’ Equity, Allocations and Cash Distributions” for further information.

GLOBAL PARTNERS LP

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Note 23. Changes in Accumulated Other Comprehensive Loss

The following table presents the changes in accumulated other comprehensive loss by component (in thousands):

	Pension Plan	Derivatives Designated as Cash Flow Hedges	Total
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 (loss)	3,580	(7,082)	(3,502)
Balance at December 31, 2021	(1,902)	—	(1,902)
Other comprehensive income	2,403	—	2,403
Amount of (income) loss reclassified from accumulated other comprehensive income (loss)	(950)	—	(950)
Total comprehensive income	1,453	—	1,453
Balance at December 31, 2022	$ (449)	$ —	$ (449)

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 24. 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 15 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.

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.

The Partnership received a Subpoena Duces Tecum dated May 13, 2022 from the Office of the Attorney General of the State of New York ("NY AG") requesting information regarding charges paid by retailers, distributors, or consumers for oil and gas products in or within the proximity of the State of New York during the disruption of the market triggered by Russia's 2022 invasion of Ukraine. The Partnership has been advised that the NY AG's office sent similar subpoena requests for information to market participants across the petroleum industry. The Partnership made an initial submission of information to the NY AG's office and continues to cooperate with the NY AG's office to satisfy its obligations under the subpoena.

The Partnership received a letter from the Office of the Attorney General of the State of Connecticut ("CT AG") dated June 28, 2022 seeking information from the Partnership related to its sales of motor fuel to retailers within the State of Connecticut from February 3, 2022 through June 28, 2022. The Partnership has been advised that the CT AG's office sent similar requests for information to market participants across the petroleum industry. The Partnership has complied with the CT AG's request and submitted information responsive thereto.

Note 25. Subsequent Events

Distribution to Series A Preferred Unitholders—On February 15, 2023, 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, 2023.

GLOBAL PARTNERS LP

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

Distribution to Series B Preferred Unitholders—On February 15, 2023, 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, 2023.

Distribution to Common Unitholders—On February 14, 2023, the Partnership paid a quarterly cash distribution and a one-time special distribution totaling approximately $55.4 million to its common unitholders of record as of the close of business on February 8, 2023.

Exhibit 2.4

EQUITY PURCHASE AGREEMENT

by and between

Gulf Oil Limited Partnership,

as Seller,

and

Global Partners LP,

as Buyer

Dated as of December 15, 2022

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EQUITY PURCHASE AGREEMENT

This EQUITY PURCHASE AGREEMENT (this "Agreement") is dated as of December 15, 2022 (the "Execution Date") by and between Gulf Oil Limited Partnership, a Delaware limited partnership ("Seller"), and Global Partners LP, a Delaware limited partnership ("Buyer"). Each of Seller and Buyer is referred to herein, individually, as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, as of the Execution Date, Seller, directly or indirectly through its Subsidiaries, owns all of the tangible and intangible assets, Owned Real Property, leasehold interests, inventory, contract rights and other assets comprising the Business (the "Acquired Assets");

WHEREAS, prior to the Closing, Seller shall, and shall cause its Subsidiaries to, consummate the Pre-Closing Reorganization in accordance with the Reorganization Steps Plan, pursuant to which, among other things, Seller shall (a) form the Target Companies and (b) transfer, or cause its Subsidiaries to transfer, as applicable, all of the assets exclusively related to (i) the New Haven Terminal Business to New Haven NewCo, (ii) the Woodbury Terminal Business to Woodbury NewCo, (iii) the Portland Terminal Business to Portland NewCo, (iv) the Linden Terminal Business to Linden NewCo and (v) the Chelsea Terminal Business to Chelsea NewCo;

WHEREAS, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, Seller will own all of the issued and outstanding equity interests of each of the Target Companies (such equity interests, collectively, the "Interests"); and

WHEREAS, the Parties desire to enter into a transaction pursuant to which, at the Closing, Buyer will acquire from Seller, and Seller will sell to Buyer, all of the Interests, on the terms and subject to conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

Definitions and Rules of Construction

Section 1.1 Definitions. Capitalized terms used in this Agreement shall have the meanings ascribed to them in this Agreement or in Exhibit A.

Section 1.2 Rules of Construction.

(a) Unless the context clearly requires otherwise or as otherwise explicitly provided in this Agreement, references in this Agreement to: (i) Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement; (ii) "paragraphs" or "clauses" shall be deemed references to separate paragraphs or clauses of the section or subsection in which the reference occurs; (iii) any Contract (including this Agreement) or Law shall be deemed references to such Contract or Law as amended, supplemented or modified from time to time in accordance with its terms and the terms hereof, as applicable, and in effect at any given time (and, in the case of any Law, to any successor provisions); (iv) any Person shall be deemed references to such Person's successors and permitted assigns and, in the case of any Governmental Entity, to any Person succeeding to its functions and capacities; and (v) any federal, state, local or foreign statute or Law (including any definitions thereof) shall be deemed to include references to all rules and regulations promulgated thereunder and shall mean such statutes, Laws, rules or regulations as from time to time amended, modified or supplemented, including by succession of comparable successor statutes, Laws, rules or regulations, as applicable.

(b) Unless the context clearly requires otherwise or as otherwise explicitly provided in this Agreement: (i) if a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb); (ii) terms defined in the singular have the corresponding meanings in the plural and vice versa; (iii) words importing the masculine gender shall include the feminine and neutral genders and vice versa; (iv) the term "includes" or "including" shall mean "including, without limitation"; (v) the words "hereof," "hereto," "hereby," "herein," "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular section or article in which such words appear; (vi) the word "or" shall not be exclusive and shall include both the conjunctive and disjunctive; (vii) any reference herein to "material to the Business" shall be construed to mean "material to the Business, taken as a whole"; (viii) the phrase "to the extent" shall mean the degree to which a subject or other item extends and shall not simply mean "if"; (ix) any references to "$" mean United States Dollars; (x) any references to a specific time shall refer to prevailing Eastern Time; and (xi) any agreement, instrument, or writing defined or referred to in this Agreement means such agreement, instrument, or writing, as from time to time amended, supplemented, or modified prior to the Execution Date.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

(d) The Parties acknowledge that each Party and its attorney has reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement.

(e) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(f) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

ARTICLE II

Purchase and Sale

Section 2.1Purchase and Sale of the Interests. Upon the terms and subject to the conditions of this Agreement, at the Closing, Buyer shall purchase, and Seller shall sell, all of Seller's right, title and interest in and to the Interests, free and clear of all Liens (other than restrictions arising from applicable securities Laws and Liens created by or through Buyer), in exchange for an amount in cash equal to the Purchase Price as set forth in, and determined in accordance with, Section 2.2, upon the terms and subject to the conditions set forth herein.

Section 2.2Purchase Price; Estimated Closing Statement. For and in consideration of the Interests, Buyer agrees to pay to Seller an amount equal to the Purchase Price. Not less than three (3) Business Days prior to the anticipated Closing Date, Seller shall deliver to Buyer a written statement (the "Estimated Closing Statement") setting forth in reasonable detail Seller's calculation of the Estimated Purchase Price (including the Estimated Closing Date Net Working Capital, the Estimated Closing Date Cash Amount, the Estimated Closing Date Indebtedness Amount and the Estimated Closing Date Transaction Expenses). The Purchase Price and all components thereof shall be calculated in accordance with the Working Capital Principles, as applicable. For the avoidance of doubt, the calculation of all components of the Purchase Price shall exclude all amounts not related to the Target Companies.

Section 2.3Closing. The closing of the purchase and sale of the Interests (the "Closing") shall take place at the offices of Latham & Watkins LLP, at 1271 Avenue of the Americas, New York, New York, 10020 (or remotely via the electronic exchange of closing deliveries), commencing at 10:00 a.m., New York City time, on the third (3rd) Business Day following the satisfaction or waiver of the last of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction of such conditions at the Closing), or at such other time, date and place as may be mutually agreed upon in writing by the Parties (the date on which the Closing actually occurs being referred to as the "Closing Date").

Section 2.4Closing Deliveries. At the Closing:

(a) Seller shall deliver, or cause to be delivered, to Buyer or its designees:

(i) an assignment of the Interests to Buyer executed by Seller;

(ii) the Seller's Certificate, duly executed by an authorized officer of Seller;

(iii) an IRS Form W-9, properly completed and duly executed by Seller (and dated no earlier than thirty (30) days prior to the Closing Date);

(iv) the Escrow Agreement, duly executed by Seller and the Escrow Agent;

(v) the Gulf Marketing Agreement, duly executed by Seller;

(vi) the Transition Services Agreement, duly executed by Seller;

(vii) the Unbranded Supply Agreement, duly executed by Seller;

(viii) executed copy of resolutions by Seller's general partner authorizing the transactions contemplated by this Agreement and the other Transaction Documents to which Seller is a party;

(ix) written resignation of all officers and directors of the Target Companies set forth in Section 2.4(a)(ix) of the Seller Disclosure Schedule; and

(x) such other agreements, documents, instruments and writings as are required to be delivered by Seller at or prior to the Closing pursuant to this Agreement.

(b) Buyer shall:

(i) (A) pay to Seller an amount equal to the Estimated Purchase Price *minus* the Escrow Amount, by wire transfer of immediately available funds to the account or accounts specified in writing by Seller, (B) pay to the Escrow Agent the Escrow Amount, by wire transfer of immediately available funds to the account specified in writing by the Escrow Agent, and (C) pay, or cause to be paid, on behalf of Seller, all Estimated Closing Date Transaction Expenses required to be paid by Buyer at the Closing as set forth in the Estimated Closing Statement, by wire transfer of immediately available funds as directed by Seller; and

(ii) deliver, or cause to be delivered, to Seller (A) the Buyer's Certificate, duly executed by an authorized officer of Buyer, (B) the Escrow Agreement, duly executed by Buyer and the Escrow Agent, (C) the Gulf Marketing Agreement, duly executed by Buyer, (D) the Transition Services Agreement, duly executed by Buyer, (E) assignment and assumption agreements with respect to the Labor Agreements as contemplated by Section 6.7(j), duly executed by Buyer, (F) the Unbranded Supply Agreement, duly executed by Buyer, and (G) such other agreements, documents, instruments and writings as are required to be delivered by Buyer at or prior to the Closing pursuant to this Agreement.

Section 2.5 Post-Closing Adjustment.

(a) After the Closing Date, Seller and Buyer shall cooperate with each other and provide each other with such access to their respective books, records and relevant employees (and those of the Target Companies) as they may reasonably request in connection with the matters addressed in this Section 2.5. Within ninety (90) days after the Closing Date, Buyer shall deliver to Seller a written statement (the "Post-Closing Statement") setting forth in reasonable detail its calculation of the Purchase Price (including the Closing Date Net Working Capital, the Closing Date Cash Amount, the Closing Date Indebtedness Amount and the Closing Date Transaction Expenses), together with reasonable supporting information and calculations. Unless Seller otherwise agrees in writing, Buyer may not amend, adjust, supplement or modify the Post-Closing Statement following delivery thereof to Seller. If Buyer fails to deliver the Post-Closing Statement within such ninety (90) day period, then the estimated calculations included in the Estimated Closing Statement shall be considered for all purposes of this Agreement the Closing Date Net Working Capital, the Closing Date Cash Amount, the Closing Date Indebtedness Amount and the Closing Date Transaction Expenses, with respect to which Seller shall have all of the rights afforded to it under this Section 2.5, including the right to dispute such amounts and the calculations related thereto in accordance with the provisions of Section 2.5(b).

(b) If Seller objects to any matter set forth on the Post-Closing Statement, then Seller shall provide Buyer written notice thereof (the "Dispute Notice") within thirty (30) days after receiving the Post-Closing Statement; provided that Seller and Buyer shall be deemed to have agreed on (i) the Purchase Price set forth in the Post-Closing Statement if Seller fails to provide the Dispute Notice within such thirty (30)-day period or Seller accepts in writing the Purchase Price set forth on the Post-Closing Statement and (ii) all items and amounts set forth in the Post-Closing Statement that are not disputed by Seller in the Dispute Notice. If the Dispute Notice is timely delivered to Buyer, then the Parties shall negotiate in good faith to resolve each disputed matter raised therein and any resolution by the Parties as to any such disputed matter shall be final, conclusive and binding upon the Parties and all such negotiations related thereto (unless otherwise agreed by Buyer and Seller) will be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule. If the Parties are unable to agree on any matter set forth in the Dispute Notice in accordance with this Section 2.5(b) within thirty (30) days after Seller's delivery of the Dispute Notice to Buyer, then the Parties shall refer such disputed matters to Grant Thornton LLP or, if Grant Thornton LLP declines to act as provided in this Section 2.5(b), a firm of independent public accountants mutually acceptable to Buyer and Seller (the "Independent Accountants"), and the Parties shall cause such Independent Accountants, acting as experts and not arbitrators, to make a final, conclusive and binding determination as to only those matters in dispute with respect to this Section 2.5(b) on a timely basis, and, in any event, within thirty (30) days following their appointment, and shall instruct such Independent Accountants to promptly notify the Parties in writing of their resolution of such disputed matters (the "Determination"). The Parties shall not authorize the Independent Accountants to modify or amend any term or provision of this Agreement or modify items previously agreed between the Parties. The Independent Accountants shall only make determinations as to those matters in dispute with respect to this Section 2.5(b) and not on any other matters or calculations which are not at dispute and such determinations shall be made in accordance with the terms and procedures set forth in this Section 2.5(b). In resolving any disputed matters hereunder, the Independent Accountants may not assign a value to such item greater than the greatest value for such item claimed by Buyer in the Post-Closing Statement or by Seller in the Dispute Notice or less than the lowest value for such item claimed by Buyer in the Post-Closing Statement or by Seller in the Dispute Notice, as applicable. The Determination shall be final, conclusive and binding upon the Parties and shall be used for purposes of calculating the adjustment pursuant to Section 2.5(c). Notwithstanding anything herein to the contrary, the dispute resolution mechanism contained in this Section 2.5(b) shall be the exclusive mechanism for resolving disputes regarding the adjustment, if any, to the Estimated Purchase Price. Judgment may be entered upon the Determination in any court having jurisdiction over the Party against which the Determination is to be enforced. Each Party shall be liable for and pay one-half of the fees and other costs and expenses charged by the Independent Accountants.

(c) If the Purchase Price, as finally determined as provided in Section 2.5(a) and Section 2.5(b):

(i) is in excess of the Estimated Purchase Price, then, (A) within five (5) Business Days after such determination, Buyer shall pay or caused to be paid to Seller an amount equal to the excess of the Purchase Price over the Estimated Purchase Price, if any, by wire transfer of immediately available funds to the account or accounts designated in writing by Seller, and (B) within two (2) Business Days after such determination, the Parties shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to, within three (3) Business Days, distribute to Seller the Escrow Account Balance, by wire transfer of immediately available funds to the account or accounts designated in writing by Seller;

(ii) is less than the Estimated Purchase Price (the absolute value of such shortfall, the "Deficit Amount"), then, within two (2) Business Days after such determination, the Parties shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to, within three (3) Business Days, (A) distribute to Buyer, an amount equal to the Deficit Amount, by wire transfer of immediately available funds to the account or accounts designated in writing by Buyer, (B) if there are any funds remaining in the Escrow Account following the payment to Buyer contemplated by the foregoing clause (A), distribute to Seller, such remaining Escrow Account Balance, by wire transfer of immediately available funds to the account or accounts designated in writing by Seller, and (C) to the extent the funds in the Escrow Account are not sufficient to fully satisfy the Deficit Amount, Seller shall pay or caused to be paid to Buyer an amount equal to the excess of the Deficit Amount over the funds in the Escrow Account by wire transfer of immediately available funds to the account or accounts designated in writing by Buyer; or

(iii) is equal to the Estimated Purchase Price, then, within two (2) Business Days after such determination, the Parties shall deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to, within three (3) Business Days, distribute to Seller the entire Escrow Account Balance, by wire transfer of immediately available funds to the account or accounts designated in writing by Seller.

(d) Upon payment of the amounts provided in Section 2.5(c) in accordance with this Section 2.5, neither Party may make or assert any claim under this Section 2.5.

Section 2.6Payments. Seller and Buyer shall make any payment due to the other pursuant to this Article II by no later than 2:00 p.m. on the day when due (unless otherwise consented to by the Person to whom such payment is due). All payments shall be paid by wire transfer of immediately available funds to the account or accounts designated in writing by or on behalf of the Person entitled to such payment.

ARTICLE III

Representations and Warranties of Seller

Except as disclosed in the Seller Disclosure Schedule, Seller hereby represents and warrants to Buyer the following:

Section 3.1Organization and Existence. Seller is a limited partnership organized under the laws of the State of Delaware. Seller has all requisite limited partnership power and authority to enter into this Agreement and the other Transaction Documents to which it is a party and consummate the transactions contemplated hereby. Seller is duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite organizational power and authority to own, lease and operate its properties and carry on its business as currently conducted, except as would not, individually or in the aggregate, reasonably be expected to materially impair the ability of Seller to consummate the transactions contemplated by this Agreement. Seller is duly qualified or licensed to do business in each other jurisdiction where the actions required to be performed by it hereunder makes such qualification or licensing necessary, except in those jurisdictions where the failure to be so qualified or licensed would not, individually or in the aggregate, reasonably be expected to materially impair the ability of Seller to consummate the transactions contemplated by this Agreement.

Section 3.2Authorization. The execution, delivery and performance by Seller of this Agreement and all other Transaction Documents to which it is a party, and the consummation by Seller of the transactions contemplated hereby and thereby, have been duly authorized by all necessary limited partnership action on the part of Seller. This Agreement and the other Transaction Documents to which Seller is a party have been, or will be when delivered, duly executed and delivered by Seller. Each of this Agreement and the other Transaction Documents to which Seller is a party constitutes, or will constitute when delivered (assuming the due execution and delivery by each of the other counterparties thereto), a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms, subject in all respects to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

Section 3.3Consents; Litigation. No consent, approval, license, permit, order or authorization (each, a "Consent") of, or registration, declaration or filing (each, a "Filing") with, any Governmental Entity is required to be obtained or made by Seller which has not been obtained or made by Seller in connection with the execution and delivery of this Agreement and the other Transaction Documents to which Seller is a party and the consummation by Seller of the transactions contemplated hereby and thereby, other than (a) Seller's Required Consents which are set forth in Section 3.3 of the Seller Disclosure Schedule and (b) the Consents and Filings the failure of which to obtain or make would not, individually or in the aggregate, reasonably be expected to materially impair or delay the ability of Seller to consummate the transactions contemplated by this Agreement or the other Transaction Documents to which Seller is a party. There are no Claims pending or, to the Knowledge of Seller, threatened, against or otherwise related to Seller or any of its Affiliates before any Governmental Entity or any arbitrator, that would, individually or in the aggregate, reasonably be expected to materially impair or delay the ability of Seller to perform its obligations hereunder or under any other Transaction Document to which Seller is a party or to consummate the transactions contemplated hereby or thereby. Neither Seller nor any of its Affiliates is subject to any Governmental Order that prohibits the consummation of the transactions contemplated by this Agreement or any of the other Transaction Documents to which Seller is a party or would, individually or in the aggregate, reasonably be expected to materially impair or delay Seller's ability to perform its obligations hereunder or thereunder or to consummate the transactions contemplated hereby or thereby.

Section 3.4Non-Contravention. The execution, delivery and performance of this Agreement and the other Transaction Documents to which Seller is a party by Seller does not, and, subject to Seller obtaining the Seller's Required Consents, the consummation by Seller of the transactions contemplated hereby and thereby will not contravene or violate any provision of (a) the Organizational Documents of Seller, (b) any Material Contract to which Seller is a party or by which Seller is bound, or result in the termination or acceleration thereof, or require the consent of, or notice to be delivered to, any party thereto, or entitle any party to accelerate any obligation or indebtedness thereunder, except for matters set forth in Section 4.4 of the Seller Disclosure Schedule, or (c) any Law to which Seller is subject or by which any property or asset of Seller relating to the Business is bound or affected except, in the cases of clauses (b) and (c), as would not, individually or in the aggregate, reasonably be expected to materially impair or delay the ability of Seller to consummate the transactions contemplated by this Agreement and the other Transaction Documents to which Seller is a party.

Section 3.5 Condition of, Title to and Sufficiency of Acquired Assets; Title to the Interests.

(a) Except as set forth in Section 3.5(a) of the Seller Disclosure Schedule, the Acquired Assets are in good operating condition and repair in all material respects, ordinary wear and tear excepted, and in the case of leased assets which are included in the Acquired Assets, all such assets have been maintained in a condition required by their respective leases in all material respects.

(b) Except as set forth in Section 3.5(b)(i) of the Seller Disclosure Schedule, Seller, directly or indirectly through its Subsidiaries, owns all of the Acquired Assets, and following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, the Target Companies will own all of the Acquired Assets. As of the date hereof, Seller has, and following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, the Target Companies, will have, as applicable and subject to any Permitted Liens, (i) good and valid title to, (ii) a valid leasehold interest in or (iii) a license or other right to use all Acquired Assets. Subject to Buyer's implementation of appropriate benefit plans and insurance arrangements, and except as set forth in Section 3.5(b)(ii) of the Seller Disclosure Schedule, the Acquired Assets, together with the rights and services to be provided for the benefit of Buyer under the Transition Services Agreement and rights under the Seller Marks, collectively constitute all of the material assets, rights and properties, tangible or intangible, real or personal, that are used, or are necessary for use, in connection with the operation of the Business as currently conducted.

(c) Following the consummation of the Pre-Closing Reorganization and as of the Closing, Seller will be the direct beneficial and record owner of, and have good and marketable title to, the Interests, in each case, free and clear of all Liens other than those arising pursuant to applicable state and federal securities Laws. Other than the Interests held directly by Seller, no Person has any direct or indirect equity interest, participation or voting right in any Target Company or any options, warrants, convertible securities, exchangeable securities, subscription rights, conversion rights, exchange rights, stock appreciation rights, phantom stock, profit participation or other similar rights in or issued by any Target Company, and no such interests, securities or rights will be outstanding (other than pursuant to this Agreement). At Closing, Seller has full power and authority to sell, transfer, assign and deliver the Interests to Buyer and will transfer to Buyer good, valid and marketable title to the Interests.

(d) Following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, other than this Agreement and the Organizational Documents of the Target Companies, none of the Interests held directly or indirectly by Seller are subject to any voting trust agreement or any Contract restricting or otherwise relating to the voting, dividend rights or disposition of such Interests, and no Person has any outstanding or authorized option, warrant or other right relating to the sale or voting of such Interests or pursuant to which (a) Seller is or may become obligated to issue, sell, transfer or otherwise dispose of, redeem or acquire any such Interests, or (b) Seller has granted, or may be obligated to grant, a right to participate in the profits of the Target Companies.

Section 3.6Bankruptcy. Seller (a) is not insolvent, (b) is not in receivership or in dissolution, (c) has not made any assignment for the benefit of creditors, (d) has not admitted in writing its inability to pay its debts as they mature, (e) has not been adjudicated bankrupt, and (f) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy Laws or any other similar Laws, nor has any such petition been filed, or to the Knowledge of Seller, threatened or contemplated against Seller.

Section 3.7Brokers. Except as set forth in Section 3.7 of the Seller Disclosure Schedule, neither Seller nor any of its Affiliates (excluding any Target Company) have any Liability to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement. Any fees or commissions identified in Section 3.7 of the Seller Disclosure Schedule shall be paid by Seller prior to, at, or following Closing.

Section 3.8Exclusive Representations and Warranties; No Reliance.

(a) THE REPRESENTATIONS AND WARRANTIES MADE IN THIS ARTICLE III AND IN ARTICLE IV AND CONFIRMED IN THE SELLER'S CERTIFICATE (AS QUALIFIED BY THE SELLER DISCLOSURE SCHEDULE) ARE THE EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY SELLER WITH RESPECT TO SELLER, INCLUDING SELLER'S ASSETS, OR THE SUBJECT MATTER OF THIS AGREEMENT AND SELLER HEREBY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES MADE BY ANY PERSON WITH RESPECT TO SELLER OR WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH IN THE OTHER TRANSACTION DOCUMENTS (SOLELY TO THE EXTENT SET FORTH THEREIN AND WITH RESPECT THERETO). EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT (INCLUDING THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE III AND IN ARTICLE IV AND THE SELLER DISCLOSURE SCHEDULE RELATING THERETO) OR THE OTHER TRANSACTION DOCUMENTS, IT IS UNDERSTOOD THAT ANY OTHER MATERIALS, INCLUDING ANY DUE DILIGENCE MATERIALS, MADE AVAILABLE TO BUYER OR ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES DO NOT, DIRECTLY OR INDIRECTLY, AND SHALL NOT BE DEEMED TO, DIRECTLY OR INDIRECTLY, CONTAIN REPRESENTATIONS OR WARRANTIES OF SELLER OR ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES.

(b) NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER ACKNOWLEDGES AND AGREES THAT NONE OF BUYER OR ANY OTHER PERSON, INCLUDING ANY AFFILIATES OF BUYER, HAS MADE OR IS MAKING ANY REPRESENTATIONS OR WARRANTIES RELATING TO BUYER WHATSOEVER, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY GIVEN BY BUYER IN ARTICLE V AND CONFIRMED IN THE BUYER'S CERTIFICATE OR AS EXPRESSLY SET FORTH IN THE OTHER TRANSACTION DOCUMENTS (SOLELY TO THE EXTENT SET FORTH THEREIN AND WITH RESPECT THERETO), INCLUDING ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING BUYER FURNISHED OR MADE AVAILABLE TO SELLER, ANY TARGET COMPANY (PRIOR TO CLOSING), OR ANY OF THEIR RESPECTIVE REPRESENTATIVES AND THAT SELLER EXPRESSLY DISCLAIMS RELIANCE UPON ANY SUCH OTHER REPRESENTATION OR WARRANTY NOT SET FORTH IN THIS AGREEMENT OR AS EXPRESSLY SET FORTH IN THE OTHER TRANSACTION DOCUMENTS. SELLER EXPRESSLY DISCLAIMS ANY OBLIGATION OR DUTY BY BUYER OR ANY OTHER PERSON, INCLUDING ANY AFFILIATES OF BUYER, TO MAKE ANY DISCLOSURES OF FACT NOT REQUIRED TO BE DISCLOSED PURSUANT TO THE SPECIFIC REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT OR CONFIRMED IN THE BUYER'S CERTIFICATE (OR THE OTHER TRANSACTION DOCUMENTS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER ACKNOWLEDGES THAT NO REPRESENTATIONS OR WARRANTIES ARE MADE WITH RESPECT TO ANY PROJECTIONS, FORECASTS, ESTIMATES, BUDGETS OR PROSPECT INFORMATION REGARDING BUYER THAT MAY HAVE BEEN MADE AVAILABLE TO SELLER (INCLUDING IN CERTAIN "DATA ROOMS," "VIRTUAL DATA ROOMS," MANAGEMENT PRESENTATIONS OR IN ANY OTHER FORM IN EXPECTATION OF, OR IN CONNECTION WITH, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT).

ARTICLE IV

Representations and Warranties Relating to the Business and the Target Companies

Except as disclosed in the Seller Disclosure Schedule, Seller hereby represents and warrants to Buyer the following:

Section 4.1 Organization and Existence. As of the Execution Date, Seller (a) has all requisite power and authority to own, lease and operate, as applicable, the assets and properties of the Business and to carry on the Business as it is being conducted as of the Execution Date, and (b) is duly qualified or licensed to do business in each jurisdiction in which the properties owned, leased or operated by it with respect to the Business or the nature of the Business conducted by it makes such qualification or licensing necessary, except, in the case of this clause (b), where the failure to be so qualified or licensed would not, individually or in the aggregate, reasonably be expected to be material to the Business (taken as a whole). Following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, each Target Company will (a) be duly organized and validly existing and in good standing under the laws of the State of Delaware, (b) have all requisite power and authority to own, lease and operate, as applicable, its assets and properties and to carry on its business as it is being conducted as of the Execution Date by Seller, and (c) be duly qualified or licensed to do business in each other jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary, except, in the case of this clause (c), where the failure to be so qualified or licensed would not, individually or in the aggregate, reasonably be expected to be material to the Business (taken as a whole).

Section 4.2 Capitalization and Subsidiaries. The anticipated legal name, jurisdiction of organization and respective ownership of each Target Company, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, is set forth in Section 4.2 of the Seller Disclosure Schedule. Except as set forth in Section 4.2 of the Seller Disclosure Schedule, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, no Target Company will own any direct or indirect equity interest, participation or voting right in any other Person or any options, warrants, convertible securities, exchangeable securities, subscription rights, conversion rights, exchange rights, stock appreciation rights, phantom stock, profit participation or other similar rights in or issued by any other Person, and no such interests, securities or rights will be outstanding (other than pursuant to this Agreement) in respect of any such Target Company. Except for the operation of its respective Acquired Assets, in the ordinary course of Business, no Target Company has had any other business, operations or activity since its formation.

Section 4.3 Consents. Following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, no Consent of or Filing with any Governmental Entity will be required to be obtained or made by any Target Company, other than (a) any Target Companies' Required Consents and (b) the Consents and Filings the failure of which to obtain or make would not, individually or in the aggregate, reasonably be expected to be material to any of the New Haven Terminal Business, the Woodbury Terminal Business, the Portland Terminal Business, the Linden Terminal Business or the Chelsea Terminal Business.

Section 4.4 Non-Contravention. The performance of this Agreement and the other Transaction Documents to which Seller is a party by Seller does not, and, subject to obtaining the Target Companies' Required Consents, the consummation by Seller of the transactions contemplated hereby and thereby will not, (a) contravene, violate or result in any breach of any provision of any of the Organizational Documents of any Target Company; (b) except for matters set forth in Section 4.4 of the Seller Disclosure Schedule, contravene, violate or result in any breach of any provision (with or without the giving of notice, or the passage of time or both) under, or give rise to any right of consent, notice, termination, cancellation, amendment or acceleration (with or without the giving of notice, or the passage of time or both) under or result in the loss by a Target Company of any rights or benefits under, impose on a Target Company any additional or greater burdens or obligations under, create in any other Person additional or greater rights or benefits under, or give rise to any preferential purchase right, right of first refusal, right of first offer or similar right under any of the terms, conditions or provisions of any Material Contract or any material easement; or (c) violate any Law to which a Target Company is subject or by which any of such Target Company's properties or assets is bound, except, in the case of clauses (b) and (c), as would not, individually or in the aggregate, reasonably be expected to be material to any of the New Haven Terminal Business, the Woodbury Terminal Business, the Portland Terminal Business, the Linden Terminal Business or the Chelsea Terminal Business.

Section 4.5 No Subsidiaries. From and after the date of formation of an applicable Target Company and until and as of Closing, such Target Company will not have any Subsidiaries.

Section 4.6 Financial Statements; Absence of Changes; No Undisclosed Liabilities.

(a) Section 4.6(a) of the Seller Disclosure Schedule sets forth (i) the unaudited combined balance sheet (the "Balance Sheet"), together with related combined statement of operations and statements of cash flow, for the Business, as of and for the nine (9) months ended September 30, 2022 (such date, the "Balance Sheet Date"), and (ii) the unaudited combined statements of income, for the Business, for the year ended December 31, 2021 (clauses (i) and (ii), collectively, the "Financial Statements"). The Financial Statements (i) have been prepared in accordance with GAAP, modified as set forth and presented in such Financial Statements, consistently applied (other than normal recurring year-end adjustments that are not, individually or in the aggregate, material and the absence of footnotes), and from the books and records of the Business, on a consistent basis, and (ii) fairly present in all material respects, the combined financial position and combined results of operations and combined cash flows of the Business, as of the date thereof or for the period set forth therein.

(b) Except as set forth in Section 4.6(b)(i) of the Seller Disclosure Schedule, the Seller maintains a system of internal accounting controls and procedures over financial reporting, including with respect to the Business, which are effective in providing reasonable assurance (i) regarding the reliability of financial reporting, and the preparation of the Financial Statements in accordance with GAAP, modified as set forth and presented in such Financial Statements, (ii) that pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Acquired Assets, and (iii) regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of the Business that could have a material effect on the Financial Statements. Except as set forth in Section 4.6(b)(ii) of the Seller Disclosure Schedule, since December 31, 2021, there has not been any material change to such accounting policies, methods, principles or practices. Except as set forth in Section 4.6(b)(iii) of the Seller Disclosure Schedule, in the past three (3) years, Seller (including any employee thereof) has not identified nor has been made aware of (1) any significant deficiency or material weakness in the system of internal accounting controls or procedures utilized by it or any of its Subsidiaries with respect to financial reporting, or the preparation of the Financial Statements, (2) any fraud, whether or not material, that involves any of the Seller's or its Subsidiaries' management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by with respect to the Business or (3) any written claim or allegation regarding any of the foregoing.

(c) None of the Target Companies will, following the Pre-Closing Reorganization, have any off balance sheet Liability of any nature to, or financial interest in, any third party or entities the purpose or effect of which is to defer, postpone, reduce or otherwise avoid or adjust the recording of debt expenses incurred by such entity in each case, that will not be repaid and extinguished at or prior to the Closing.

(d) Except as has not been or would not reasonably be expected to be material to the Business, taken as a whole, (i) all accounts receivable that are reflected on the Financial Statements are presented and were determined in accordance with GAAP and represent or will represent valid and bona fide obligations arising from sales actually made or services actually performed by the Business in the ordinary course of business, (ii) to the extent not paid prior to Closing, such accounts receivable are current and collectible net of the respective reserves shown on the applicable balance sheet in the Financial Statements (which reserves are calculated in good faith consistent with past practice and using methodologies supported by information available as of the date such reserves were established) and (iii) there is no pending, or, to the Knowledge of Seller, claim, defense, contest, right of setoff or right of recoupment under any contract or agreement with any account debtor of an account receivable relating to the amount or validity of such account receivable.

(e) All accounts payable of, or with respect to, the Business reflected on the Financial Statements represent actual and bona fide obligations arising from purchases actually made or services actually received, or obligations relating to goods or services not yet received but reasonably expected to be received in the ordinary course of business.

(f) Except as set forth in Section 4.6(f)(i) of the Seller Disclosure Schedule, since the Balance Sheet Date, (i) the Business has been conducted in the ordinary course of business, consistent with past practices in all material respects, and (ii) there has not been any change, event or effect relating to the Business that, individually or in the aggregate, resulted in, or would reasonably be expected to result in, a Company Material Adverse Effect. Since the Balance Sheet Date, (i) except as set forth in Section 4.6(f)(ii)(A) of the Seller Disclosure Schedule, no event, development or occurrence, or combination thereof, has occurred that would require consent during the period prior to Closing under the terms of Section 6.2 if the terms of such Section had been in effect as of the Balance Sheet Date, and (ii) except as set forth in Section 4.6(f)(ii)(B) of the Seller Disclosure Schedule, there has not been any Casualty Loss Event (whether or not covered by insurance) which has or would reasonably be expected to have a material adverse effect on the Business or any Target Company that has not been fully repaired, rectified or replaced.

(g) Except for (i) Liabilities that are the subject matter of any other representation or warranty in Article III or Article IV, (ii) Liabilities disclosed in Section 4.6(g) of the Seller Disclosure Schedule, and (iii) for liabilities included as a current liability in the calculation of the Closing Date Net Working Capital or included in the calculation of the Closing Date Indebtedness Amount or the Closing Date Transaction Expenses, there are no Liabilities related to the Business whether or not they would be required to be reflected on a balance sheet prepared in accordance with GAAP consistently applied, except for those Liabilities that are (A) reflected, accrued or reserved against on the Balance Sheet or (B) incurred since the Balance Sheet Date in the ordinary course of business consistent with past practice, except as would not, individually or in the aggregate, reasonably be expected to be material to the business of any Terminal.

Section 4.7Litigation. Except as disclosed in Section 4.7 of the Seller Disclosure Schedule, (a) there is no Claim pending or, to the Knowledge of Seller, threatened by or against Seller with respect to the Business, and (b) Seller is not subject to any Governmental Order with respect to the Business, in the case of each of clauses (a) and (b), that would, individually or in the aggregate, reasonably be expected to be material to the Business (taken as a whole).

Section 4.8 Compliance with Laws and Permits.

(a) Except as set forth Section 4.8(a) of the Seller Disclosure Schedule, since January 1, 2019, (i) neither the Business, nor, to Seller's Knowledge, any Person that is a current or former director, officer, manager, member or employee who is responsible for operational matters of Seller, in connection with the ownership or operation of, as applicable, the Business, has been in violation of any applicable Law or Permit and (ii) Seller has not received any written, or, to the Knowledge of Seller, oral, notice, request for information, demand letter, administrative inquiry, or formal or informal complaint, from any Governmental Entity alleging that the Business is in violation of any Law, except for, in each case of clauses (i) and (ii), any violations or notices as would not, individually or in the aggregate, be material to the Business (taken as a whole).

(b) Except as set forth in Section 4.8(b) of the Seller Disclosure Schedule, Seller possesses, as of the Execution Date, and each Target Company will possess (as applicable), following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, all applicable Permits, if any, required to conduct the Business as currently conducted as of the date hereof, except where the failure to have or obtain such Permits would not, individually or in the aggregate, reasonably be expected to be material to the business of any Terminal. Each such Permit is in full force and effect, and Seller is, as of the Execution Date, and following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, the applicable Target Company is in material compliance with all of their applicable obligations with respect thereto, except as would not, individually or in the aggregate, be material to the Business (taken as a whole).

(c) With respect to the Business, in the past five (5) years, neither Seller nor any Target Company has (i) violated the U.S. Foreign Corrupt Practices Act (the "FCPA") or applicable Laws relating to money laundering or terrorist financing (collectively, "Anti-Money Laundering Laws") or (ii) received written notification of any government investigation or enforcement proceeding with respect to compliance with the FCPA or applicable Anti-Money Laundering Laws.

(d) None of Seller, any Target Company or, to the Knowledge of Seller, any of their respective its directors, officers, or employees is a Sanctioned Person. With respect to the Business, since January 1, 2019, neither Seller nor any Target Company has (i) violated applicable Sanctions and Export Control Laws or (ii) received written notification of any government investigation or enforcement proceeding with respect to violations of applicable Sanctions or Export Control Laws.

Section 4.9 Contracts.

(a) Other than Contracts with respect to which the Target Companies will not be bound or have liability after the Closing, Section 4.9(a) of the Seller Disclosure Schedule sets forth a true and complete list, as of the Execution Date, of the following Contracts (including all amendments, restatements, modifications and supplements thereto) with respect to the Business to which Seller is a party:

(i) any Contract (A) requiring payments, or which resulted in payments during the fiscal year ended December 31, 2021 or (B) reasonably expected to require, or which are reasonably expected to result, in payments during the 2022 fiscal year, in each case, by or to Seller in connection with the Business, in excess of $250,000 per annum;

(ii) any Contract for the future sale of any material assets of the Business (other than in the ordinary course of business consistent with past practice);

(iii) any Affiliate Contracts;

(iv) any (A) Contract that will be transferred to a Target Company in connection with the Pre-Closing Reorganization under which Seller in connection with the Business has created, incurred, assumed or guaranteed any outstanding Indebtedness in excess of $100,000, or (B) Contract relating to the mortgaging or pledging of, or otherwise placing a Lien on, any of its material assets or any of its securities or equity interests, except for Contracts relating to trade receivables;

(v) any swap, exchange, commodity option, financial future or similar derivative or hedging Contract;

(vi) any operation, maintenance and management Contract that is material to the Business (taken as a whole) and is reasonably expected to require payments by Seller in excess of $250,000;

(vii) any Contract under which Seller in connection with the Business is obligated to sell to a third party real or personal property for consideration in excess of $100,000;

(viii) (A) any Real Property Leases involving annual rental payments in excess of $100,000, and (B) any Contract under which Seller in connection with the Business is obligated to lease to or from a third party personal property having annual rental payments in excess of $100,000;

(ix) any Contract relating to the ownership of investments in, or loans or advances to, any Person, including Contracts establishing any joint venture, strategic alliance or other similar collaboration;

(x) any Contract providing for product warranty or repair obligations by a manufacturer or vendor of any assets owned or leased by the Business with a fair market value of more than $100,000;

(xi) any Contract with a Governmental Entity;

(xii) any Contract pursuant to which Intellectual Property is licensed (other than by means of a click-wrap or shrink-wrap license) from any Person exclusively for use in connection with the Business involving license, maintenance, support and other fees, individually or in the aggregate, of $100,000 or more per year, other than confidentiality agreements;

(xiii) any Contract providing for the co-development with Seller or a Seller Subsidiary of any material Intellectual Property used in the Business, other than confidentiality agreements and employee or contractor invention assignment agreements;

(xiv) any Contract involving take-or-pay arrangements, or "most favored nations" provisions;

(xv) any Contract providing for the deferred payment of any purchase price including any "earn out" or other contingent arrangement;

(xvi) any Contract that grants to any Person a right to purchase (including rights of first refusal, options or similar rights) any material assets of any of the Target Companies;

(xvii) any Contract creating a Lien (other than any Permitted Lien) on any of the Acquired Assets that will not be discharged at or prior to the Closing; and

(xviii) any Contract which contains any covenant which, as of the Execution Date, restricts Seller with respect to the Business, and, as of the Closing, will restrict any Target Company, from competing or engaging in any activity or business, or which restricts (or imposes a cost on) the Seller's or the Target Companies' right to solicit for employment or hire any Person, in each case of this clause (xviii), which restriction is (or which Contract is) material to the business of any Terminal other than non-disclosure agreements entered into in connection with Seller's efforts to sell the Terminals.

The foregoing Contracts are collectively referred to as the "Material Contracts."

(b) Buyer has been provided with true and correct copies of all Material Contracts. Each Material Contract (other than a Material Contract that is an Affiliate Contract or will terminate or expire by its terms prior to the Closing): (i) as of the Execution Date, constitutes the valid and binding obligation of Seller, and, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, will constitute the valid and binding obligation of the applicable Target Company; (ii) to the Knowledge of Seller, constitutes the valid and binding obligation of the other parties thereto; and (iii) is in full force and effect in all material respects. As of the Execution Date, Seller is not, and following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, no Target Company nor, to the Knowledge of Seller, any counterparty is or will be in breach, violation or default (or would be in breach, violation or default but for the existence of a cure period) of any Material Contract in any material respect. Except as set forth in Section 4.9(b) of the Seller Disclosure Schedule, Seller has not received any written notification, and it has no Knowledge, that any party to any Material Contract intends to terminate, breach, reduce purchases or sales under, renegotiate, or accelerate the maturity or performance of any Material Contract.

Section 4.10 Real Property; Ownership of Assets.

(a) Section 4.10(a) of the Seller Disclosure Schedule sets forth a true and complete list of all real property owned in fee and used in the conduct of the Business (the "Owned Real Property"). Except as set forth in Section 4.10(a) of the Seller Disclosure Schedule or as disclosed in public records: (i) following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, the applicable Target Companies will possess fee simple title to the Owned Real Property, free and clear of all Liens, except for Permitted Liens; (ii) during Seller's or the Target Companies', as applicable, period of ownership of the Owned Real Property, Seller and the Target Companies have not leased or otherwise granted to any Person (other than pursuant to Permitted Liens) the right to use or occupy the Owned Real Property or any portion thereof; and (iii) other than the rights of Buyer pursuant hereto, during the period of Seller's and the Target Companies', as applicable, ownership of the Owned Real Property, Seller and the Target Companies have not granted any outstanding options, rights of first offer or rights of first refusal to purchase the Seller's or the Target Companies' interest in the Owned Real Property or any portion thereof or interest therein.

(b) Section 4.10(b) of the Seller Disclosure Schedule sets forth a true and complete list of all leased, subleased or licensed real property used in the conduct of the Business (the "Leased Real Property" and the underlying agreements for the Leased Real Property, the "Real Property Leases"). Except as set forth in Section 4.10(b) of the Seller Disclosure Schedule or otherwise as disclosed of public records or as would not reasonably be expected to be material to the Business (taken as a whole), (i) no default on the part of, as of the Execution Date, Seller or, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, any Target Company exists under any Real Property Leases; and (ii) neither Seller nor any Target Company, as applicable, has subleased, licensed or otherwise granted any Person (other than pursuant to Permitted Liens) the right to use or occupy any of its real estate interest under a Real Property Lease. Buyer has been provided with true and correct copies of all Real Property Leases.

(c) Seller with respect to the Business has, and, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, each Target Company will have, valid title to, or a valid leasehold interest in, all of their respective tangible personal property, free and clear of all Liens, except for Permitted Liens, and is the sole and exclusive owner of all right, title and leasehold interest in, as applicable, such personal tangible property and no Person (other than the applicable Target Company) owns or has an interest in, or option or other right (contingent or otherwise), including a right of first refusal or a right of first offer, in or on any such tangible property. Except as set forth in Section 4.10(c) of the Seller Disclosure Schedule, other than any personal property not currently used in the ordinary course of business, except as would not reasonably be expected, individually or in the aggregate, to be material to the Business (taken as a whole) each item of tangible personal property owned by Seller, and, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, the Target Companies, is in good working order and repair (taking its age and ordinary wear and tear into account), has been operated and maintained in the ordinary course of business and remains suitable for continuing use consistent with its primary use. Seller and the Target Companies have not deferred material maintenance of any such item in contemplation of the transactions contemplated hereby.

Section 4.11 Employee Matters.

(a) Section 4.11(a)(i) of the Seller Disclosure Schedule contains a true and complete list, as of the Execution Date, of each Benefit Plan. Except as set forth in Section

4.11(a)(ii) of the Seller Disclosure Schedule, with respect to each Benefit Plan, Seller has made available to Buyer copies of all plan documents and material amendments thereto or a written summary of the material terms thereof. No liabilities under any of the Benefit Plans will be transferred to the Target Companies in connection with the consummation of the Pre-Closing Reorganization, except as set forth in Section 6.7.

(b) Each Benefit Plan (and any related trust or other funding vehicle) has been maintained, operated and administered in compliance with applicable Laws and with the terms of such Benefit Plan (including the making of any required contributions), except where the failure to so comply would not reasonably be expected to result in material liability to any Target Company.

(c) No Benefit Plan is subject to Section 302 or 303 or Title IV of ERISA or Section 412 or 430 of the Code or is otherwise a defined benefit pension plan. No Benefit Plan provides health, medical or other welfare benefits coverage after retirement or other termination of employment to any Business Employee (other than for continuation coverage under Section 4980B of the Code). Upon consummation of the Pre-Closing Reorganization, no Target Company or any Affiliate thereof will incur any withdrawal liability under Title IV of ERISA that will remain unsatisfied following completion of the Pre-Closing Reorganization and neither the execution of this Agreement nor the consummation of the transactions contemplated hereby could reasonably be expected to result in the incurrence of any such withdrawal liability by a Target Company or any Affiliate thereof.

(d) Except as set forth in Section 4.11(d) of the Seller Disclosure Schedule, none of the execution, delivery or performance of this Agreement or any of the other Transaction Documents or the consummation of the transactions contemplated hereby or thereby (alone or in combination with any other event, including any termination of employment on or following the Closing), including consummation of the Pre-Closing Reorganization, will (i) entitle any Business Employee to any compensation or benefit, (ii) accelerate the time of payment or vesting, or trigger any payment or funding, of any compensation or benefits or trigger any other material obligation under any Benefit Plan or (iii) result in any breach or violation of, or default under, or limit any rights to amend, modify or terminate, any Benefit Plan.

(e) Except as set forth in Section 4.11(e) of the Seller Disclosure Schedule, no Target Company or any Affiliate thereof is a party to any collective bargaining agreement with any labor union relating to the Business (each, a "Labor Agreement"). Except as set forth in Section 4.11(e) of the Seller Disclosure Schedule, within the last five (5) years, there have been no strikes, lockouts or other material labor stoppages involving the Business Employees, nor are any strikes, lockouts or other material labor stoppages pending or, to the Knowledge of Seller, threatened by the Business Employees. With respect to the Business, as of the Execution Date, Seller and its Affiliates are in compliance in all material respects with all Laws respecting labor, employment, immigration, fair employment practices, terms and conditions of employment, workers' compensation, occupational safety, plant closings and mass layoffs, wages and hours, equal employment opportunity, nondiscrimination, employment and reemployment rights of members of the uniformed services and classification of workers as employees or independent contractors, except as would not, individually or in the aggregate, reasonably be expected to be material to the Business (taken as a whole).

(f) Except as set forth in Section 4.11(a) of the Seller Disclosure Schedule, there are no written employment Contracts (excluding offer letters that do not provide a right to severance benefits or guaranteed bonuses or guaranteed benefits other than as may be set forth in a Labor Agreement) related to any Business Employee and no material consulting Contracts to which a Target Company is a party.

(g) Except as set forth in Section 4.11(g) of the Seller Disclosure Schedule, no Business Employee holds a right of redemption of equity interests in any of the Target Companies in connection with the termination of their employment pursuant to the terms of award agreements governing such equity interests.

Section 4.12 Environmental Matters.

(a) Except as set forth in Section 4.12 of the Seller Disclosure Schedule or as would not reasonably be expected to be material to the Business (taken as a whole):

(i) since January 1, 2019, the Business has not been operated in violation of any Environmental Law or Permits required under Environmental Law, and Seller, as of the Execution Date, and, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, Seller and the Target Companies have not received any written notice, which remains uncured, from any Governmental Entity alleging that the Business has been operated in violation of any Environmental Law;

(ii) Seller possesses, as of the Execution Date, and the Target Companies will possess, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, all Permits required under applicable Environmental Laws to conduct the Business as currently conducted and operated on the Execution Date and each such Permit is in full force and effect and Seller is, as of the Execution Date, and, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, the applicable Target Company will be, in compliance with all applicable obligations with respect thereto;

(iii) (A) the Business is not subject to any outstanding Governmental Order pursuant to any Environmental Law, and (B) Seller is not, as of the Execution Date, and, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, Seller and the Target Companies will not be, in receipt of any written notice, pending complaint or claim seeking to impose an Environmental Liability against Seller or the Target Companies, as applicable, which arises from the operation of the Business or otherwise relates to the Business or any of the Terminals;

(iv) Seller has not, as of the Execution Date, and, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, neither Seller nor any Target Company will have arranged for the disposal of, consented to the disposal of or Released any Hazardous Substances as a result of the operation of the Business in a manner that would reasonably be expected to give rise to Environmental Liability for Seller or any Target Company, as applicable;

(v) Neither Seller nor any Target Company (as applicable) is subject to any pending or, to the Knowledge of Seller, threatened Claims, relating to alleged exposure to Hazardous Substances in relation to the Seller's or Target Company's ownership or operation of any Terminal, nor does Seller have Knowledge of any facts or circumstances reasonably likely to form the basis of any such Claim that would, if brought or initiated, be material to the Business (taken as a whole); and

(vi) since January 1, 2019, (A) there has been no Release on, to, from or under any Acquired Asset by Seller or any Target Company in violation of applicable Environmental Laws, and (B) neither Seller nor any Target Company has received written notice of any actual or potential Liability arising under Environmental Law with respect to a Release at any third-party location or responsibility for any remedial action at any such third-party location, in each case of clauses (A) and (B), solely in relation to the Business or with respect to any of the Acquired Assets.

(b) Seller has made available to Buyer true, complete and correct copies of all (i) Permits required under Environmental Laws for the operation of the Business, and (ii) material and non-privileged third-party (A) environmental site assessments, (B) compliance audits, (C) air, soil or groundwater sampling or testing results, and (D) tank integrity inspection reports, in each case relating to the operation or environmental condition of the Terminals or the presence of Hazardous Substances at the Owned Real Property or Leased Real Property, prepared within the past three (3) years prior to the date hereof, that are in Seller's possession or control.

Section 4.13 Taxes. Except as set forth in Section 4.13 of the Seller Disclosure Schedule: (i) all Tax Returns required to be filed with respect to the Business and, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, each Target Company have been filed when due, taking into account all permitted extensions, in accordance with applicable Law in all material respects; (ii) all material amounts of Taxes due and payable with respect to the Business and, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, each Target Company have been paid within the time required by Law; (iii) there is no action, suit, proceeding, investigation, audit or claim now pending with respect to any material Tax with respect to the Business or, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, each Target Company; (iv) there are no outstanding agreements extending the statutory period of limitation applicable to any claim for, or the period for the collection or assessment of, material Taxes with respect to the Business or, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, each Target Company (other than automatic extensions arising from an extension of the due date for filing a Tax Return); (v) Seller has and, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, each Target Company will have timely and properly collected, withheld and remitted to the Taxing Authority to whom such payment is due all material amounts required by Law to be collected or withheld by them for the payment of Taxes; (vi) there are no liens for any Taxes upon the assets of the Business other than Permitted Liens; (vii) for U.S. federal income tax purposes, each of the Target Companies (following its formation) is and has been since its formation, properly treated as an entity disregarded as an entity separate from its owner; (viii) following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, none of the Target Companies will have participated in a "listed transaction" within the meaning of Treasury Regulation Section 1.6011-4(b)(2) or, within the prior two (2) years, in a transaction intended to qualify under Section 355 of the Code; (ix) neither Seller is nor, following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, any Target Company will be a party to or bound by any Tax allocation, sharing or indemnity agreements or arrangements; (x) following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, no Target Company will have any liability for Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any corresponding provisions of state, local or foreign applicable Tax law), or as a transferee or successor, (xi) to the Knowledge of Seller, all the property of the Business or following the consummation of the Pre-Closing Reorganization and as of immediately prior to the Closing, a Target Company that is subject to property Tax has been properly listed and described on the property tax rolls of the appropriate taxing jurisdiction for all periods prior to December 31, 2021 and no portion of any such property constitutes omitted property for property tax purposes, and (xii) the aggregate amount of the unpaid Tax Liabilities of the Business for all Tax periods (or portions thereof) ending on or before the date of the Balance Sheet Date are reflected on the Financial Statements (excluding any reserves for deferred Taxes established to reflect timing differences between book and Tax income).

Section 4.14 Brokers. Neither Buyer nor any of the Target Companies will have any Liability to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement or any other Transaction Document to which Seller is a party.

Section 4.15 Affiliate Contracts; Intercompany Accounts. Except as set forth in Section 4.15 of the Seller Disclosure Schedule, there are no Affiliate Contracts or Intercompany Accounts that will continue in effect subsequent to the Closing.

Section 4.16 Insurance. Section 4.16(i) of the Seller Disclosure Schedule sets forth a true and complete list, as of the Execution Date, of all material insurance policies with respect to the Business (collectively, the "Insurance Policies") and all such Insurance Policies will be in place as of immediately prior to the Closing. Such Insurance Policies are in full force and effect and binding and all premiums due prior to the Execution Date on such Insurance Policies have been paid and any such payments coming due and payable on or prior to the Closing Date shall be paid in full. No written notice of cancellation, non-renewal, disallowance or reduction in coverage or claim or termination, nor any written notice of breach or default under any Insurance Policy, has been received by Seller, and no such Claim has been threatened to Seller's Knowledge, and no repudiation of any material portion of an Insurance Policy by any party has occurred. Except as set forth in Section 4.16(ii) of the Seller Disclosure Schedule, no material claim relating to the Business or the Acquired Assets is outstanding under any Insurance Policy. The Seller has made available to Buyer true, complete and correct copies of all such Insurance Policies in Seller's possession, including any extension, renewal or replacement thereof with comparable insurance policies. Such policies are sufficient for compliance with the minimum stated requirements under all Material Contracts and applicable Laws. Except as set forth in Section 4.16(iii) of the Seller Disclosure Schedule, neither Seller nor any Target Company has been denied coverage, nor has the amount of such coverage been in dispute, regarding any material claim relating to the Business or the Acquired Assets under any such Insurance Policy or any other insurance policy during the prior two (2) years.

Section 4.17 Intellectual Property.

(a) Section 4.17(a) of the Seller Disclosure Schedule sets forth a true and complete list of, except for the Seller Marks, each patent, trademark or copyright exclusively used in the conduct of the Business as of the date hereof, in each case, for which applications have been filed or for which trademark or copyright registrations or issued patents have been obtained, whether in the United States or internationally. Except as indicated therein, all of the items listed in Section 4.17(a) of the Seller Disclosure Schedule are, as of the Execution Date, subsisting and in full force, have not expired or been cancelled, abandoned or otherwise terminated and are valid and enforceable.

(b) Except as would not reasonably be expected to be material to the Business (taken as a whole), as of the date hereof, none of the items listed in Section 4.17(a) of the Seller Disclosure Schedule are the subject of any Claim before any Governmental Entity challenging the ownership, validity or enforceability thereof. Neither the Seller, nor any of the Target Companies is a party or otherwise bound by any settlement agreement which would be reasonably likely in the future to materially impede the use of any Intellectual Property in the conduct of the Business (taken as a whole).

(c) Except as set forth in Section 4.17(c) of the Seller Disclosure Schedule or as would not reasonably be expected to have a Company Material Adverse Effect except for the Seller Marks, following the consummation of the Pre-Closing Reorganization and of immediately prior to the Closing, the Target Companies will own or have licenses or rights to use, together with the rights under the Transition Services Agreement, all Intellectual Property reasonably required upon the Closing to operate the Business as currently operated.

Except as set forth in Section 4.17 of the Seller Disclosure Schedule or as would not reasonably be expected to be material to the Business (taken as a whole), neither Seller nor any Target Company has since December 31, 2019, (i) infringed, misappropriated or otherwise violated the Intellectual Property rights of any Person in connection with the operation of the Business, (ii) made any written claim to a Person alleging that such Person has infringed or otherwise violated Intellectual Property rights with respect to the Business or (iii) received any unresolved written threat of a Claim from any Person, or been party to any unresolved proceeding, alleging that it has infringed or otherwise violated any Intellectual Property of any Person in connection with the operation of the Business.

Section 4.18 Exclusive Representations and Warranties. THE REPRESENTATIONS AND WARRANTIES MADE IN THIS ARTICLE IV, ARTICLE III AND CONFIRMED IN THE SELLER'S CERTIFICATE (AS QUALIFIED BY THE SELLER DISCLOSURE SCHEDULE) ARE THE EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY SELLER WITH RESPECT TO THE BUSINESS AND THE TARGET COMPANIES, INCLUDING THE ASSETS OF EACH OF THEM, OR THE SUBJECT MATTER OF THIS AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH IN THE OTHER TRANSACTION DOCUMENTS (SOLELY TO THE EXTENT SET FORTH THEREIN AND WITH RESPECT THERETO), AND OTHER THAN AS SET FORTH IN ARTICLE III, ARTICLE IV OR CONFIRMED IN THE SELLER'S CERTIFICATE (OR AS SET FORTH IN THE OTHER TRANSACTION DOCUMENTS, SOLELY TO THE EXTENT SET FORTH THEREIN AND WITH RESPECT THERETO), (I) SELLER HEREBY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES MADE BY ANY PERSON WITH RESPECT TO

THE BUSINESS OR THE TARGET COMPANIES OR WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, (II) THE CONDITION OF THE ASSETS OF THE BUSINESS AND THE TARGET COMPANIES SHALL BE "AS IS" AND "WHERE IS" AND SELLER MAKES NO WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR QUALITY WITH RESPECT TO ANY OF THE ASSETS OF THE BUSINESS OR THE TARGET COMPANIES OR AS TO THE CONDITION OR WORKMANSHIP THEREOF OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, AND (III) SELLER IS NOT, DIRECTLY OR INDIRECTLY, AND NO OTHER PERSON ON BEHALF OF SELLER IS, MAKING ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY PRO-FORMA FINANCIAL INFORMATION, FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF THE BUSINESS OR THE TARGET COMPANIES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT (INCLUDING THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS ARTICLE IV, ARTICLE III AND THE SELLER DISCLOSURE SCHEDULE RELATING THERETO) OR CONFIRMED IN THE SELLER'S CERTIFICATE OR THE OTHER TRANSACTION DOCUMENTS, IT IS UNDERSTOOD THAT ANY OTHER MATERIALS, INCLUDING ANY DUE DILIGENCE MATERIALS, MADE AVAILABLE TO BUYER OR ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES DO NOT, DIRECTLY OR INDIRECTLY, AND SHALL NOT BE DEEMED TO, DIRECTLY OR INDIRECTLY, CONTAIN REPRESENTATIONS OR WARRANTIES OF SELLER OR ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES.

ARTICLE V

Representations and Warranties of Buyer

Except as disclosed in Buyer Disclosure Schedule, Buyer hereby represents and warrants to Seller the following:

Section 5.1 Organization and Existence. Buyer has all requisite power and authority required to enter into this Agreement and the other Transaction Documents to which it is a party and consummate the transactions contemplated hereby. Buyer is a Delaware limited partnership duly organized, validly existing and in good standing in its jurisdiction of formation. Buyer is duly qualified or licensed to do business in each other jurisdiction where the actions required to be performed by it hereunder or under any other Transaction Document to which it is a party makes such qualification or licensing necessary, except in those jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to result in a material adverse effect on Buyer's ability to perform its obligations hereunder under any other Transaction Document to which it is a party or to consummate the transactions contemplated hereby or thereby.

Section 5.2 Authorization. The execution, delivery and performance by Buyer of this Agreement and all other Transaction Documents to which it is a party, and the consummation by Buyer of the transactions contemplated hereby and thereby, have been duly authorized by all necessary action on the part of Buyer. This Agreement and the other Transaction Documents to which Buyer is a party have been, or will be when delivered, has been duly executed and delivered by Buyer and constitute, or will constitute when delivered (assuming the due execution and delivery by each of the other counterparties thereto), a valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject in all respects to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law).

Section 5.3Consents. No Consent of, or Filing with, any Governmental Entity which has not been obtained or made by Buyer is required to be obtained or made by Buyer in connection with the execution and delivery of this Agreement and the other Transaction Documents to which Buyer is a party by Buyer and the consummation by Buyer of the transactions contemplated hereby and thereby, other than (a) Buyer's Required Consents and (b) the Consents and Filings the failure of which to obtain or make would not reasonably be expected to result in a material adverse effect on Buyer's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 5.4Non-Contravention. The execution, delivery and performance of this Agreement and the other Transaction Documents to which Buyer is a party by Buyer does not, and, subject to obtaining Buyer's Required Consents, the consummation by Buyer of the transactions contemplated hereby and thereby will not contravene or violate any provision of (a) the Organizational Documents of Buyer, (b) any material Contract to which Buyer is a party or by which Buyer is bound, or result in the termination or acceleration thereof, or entitle any party to accelerate any obligation or indebtedness thereunder, or (c) any Law to which Buyer is subject or by which any property or asset of Buyer is bound or affected except, in the case of clauses (b) and (c), as would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on Buyer's ability to perform its obligations hereunder or to consummate the transactions contemplated by this Agreement and the other Transaction Documents to which Buyer is a party.

Section 5.5Litigation. There are no Claims pending or, to Buyer's Knowledge, threatened, against or otherwise relating to Buyer or any of its Affiliates before any Governmental Entity or any arbitrator, that would, individually or in the aggregate, reasonably be expected to result in a material adverse effect on Buyer's ability to perform its obligations hereunder or under any other Transaction Document to which it is a party or to consummate the transactions contemplated hereby or thereby. Neither Buyer nor any of its Affiliates is subject to any Governmental Order that prohibits the consummation of the transactions contemplated by this Agreement or any other Transaction Document to which Buyer is a party or would, individually or in the aggregate, reasonably be expected to result in a material adverse effect on Buyer's ability to perform its obligations hereunder or thereunder or to consummate the transactions contemplated hereby or thereby.

Section 5.6Compliance with Laws. Buyer is not in violation of any Law, except for violations that would not, individually or in the aggregate, reasonably be expected to result in a material adverse effect on Buyer's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 5.7Brokers. None of Buyer or any of its Affiliates have any Liability to pay fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this

Agreement or any other Transaction Document to which Buyer is a party for which Seller or its Affiliates could become liable or obliged.

Section 5.8 Investment Intent. Buyer acknowledges that neither the offer nor the sale of the Interests has been registered under the U.S. Securities Act of 1933, as amended (together with the rules and regulations promulgated thereunder, the "Securities Act"), or under any state or foreign securities laws. Buyer is acquiring the Interests for its own account for investment, without a view to, or for a resale in connection with, the distribution thereof in violation of the Securities Act or any applicable state or foreign securities laws and with no present intention of distributing or reselling any part thereof. Buyer will not distribute or resell any of the Interests in violation of any such laws.

Section 5.9 Available Funds; Source of Funds. Buyer has, or will have at the Closing, sufficient cash or other sources of immediately available funds to pay in cash the Estimated Purchase Price in accordance with Article II and for all other actions necessary for Buyer to consummate the transactions contemplated in this Agreement. Buyer represents and warrants that all funds paid to Seller shall not have been derived from, or constitute, either directly or indirectly, the proceeds of any criminal activity under the anti-money laundering Laws of the United States.

Section 5.10 Investigation. Buyer is a sophisticated entity, knowledgeable about the industry in which the Business operates, experienced in investments in such businesses and able to bear the economic risk associated with the purchase of the Interests. Buyer has such knowledge and experience as to be aware of the risks and uncertainties inherent in the purchase of interests of the type contemplated in this Agreement, as well as knowledge of the Business and its operations in particular, and has independently made its own analysis and decision to enter into this Agreement. Buyer has had full access to all documents made available to Buyer in the electronic data-room established by Seller, for purposes of conducting Buyer's due diligence investigation of the Business.

Section 5.11 Disclaimer Regarding Projections. Buyer may be in possession of certain projections and other forecasts regarding the Business, including projected financial statements, cash flow items and other data and certain business plan information. Buyer acknowledges that there are substantial uncertainties inherent in attempting to make such projections and other forecasts and plans and accordingly are not relying on them, that Buyer is familiar with such uncertainties, that Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections and other forecasts and plans so furnished to it, and Buyer shall not have any claim against any Person with respect thereto. Accordingly, Buyer acknowledges that, without limiting the generality of Section 3.8 or Section 4.18 (which such Sections Buyer hereby acknowledges for all purposes), neither Seller nor any of their Affiliates, Representatives, agents or advisors has made any representation or warranty with respect to such projections and other forecasts and plans.

Section 5.12 Legal Impediments. To the Knowledge of Buyer, there are no facts relating to Buyer, any applicable Law or any Contract to which Buyer is a party that would disqualify Buyer from obtaining control of the Interests or that would prevent, delay or limit the ability of Buyer to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 5.13 Exclusive Representations or Warranties. BUYER ACKNOWLEDGES AND AGREES THAT (OTHER THAN AS EXPRESSLY SET FORTH IN ANY OF THE OTHER TRANSACTION DOCUMENTS AND THEN SOLELY TO THE EXTENT SET FORTH THEREIN AND WITH RESPECT THERETO) (A) THE REPRESENTATIONS AND WARRANTIES MADE IN ARTICLE III, ARTICLE IV AND CONFIRMED IN THE SELLER'S CERTIFICATE (AS QUALIFIED BY THE SELLER DISCLOSURE SCHEDULE) ARE THE EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY SELLER WITH RESPECT TO THE BUSINESS, INCLUDING THE ASSETS OF THE BUSINESS, OR THE SUBJECT MATTER OF THIS AGREEMENT, (B) OTHER THAN AS SET FORTH IN ARTICLE III, ARTICLE IV AND CONFIRMED IN THE SELLER'S CERTIFICATE, SELLER HAS DISCLAIMED (AND BUYER HAS NOT RELIED ON) ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES MADE BY ANY PERSON WITH RESPECT TO THE BUSINESS OR WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, (C) OTHER THAN AS SET FORTH IN ARTICLE III, ARTICLE IV AND CONFIRMED IN THE SELLER'S CERTIFICATE, THE CONDITION OF THE ASSETS OF THE BUSINESS SHALL BE "AS IS" AND "WHERE IS" AND SELLER MAKES NO WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR QUALITY WITH RESPECT TO ANY OF THE ASSETS OF THE BUSINESS OR AS TO THE CONDITION OR WORKMANSHIP THEREOF OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, AND (D) SELLER IS NOT, DIRECTLY OR INDIRECTLY, AND NO OTHER PERSON ON BEHALF OF SELLER IS, MAKING ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY PRO-FORMA FINANCIAL INFORMATION, FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF THE BUSINESS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT (INCLUDING THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE III AND IN ARTICLE IV AND THE SELLER DISCLOSURE SCHEDULE RELATING THERETO) OR IN ANY OTHER TRANSACTION DOCUMENT (SOLELY TO THE EXTENT SET FORTH THEREIN AND WITH RESPECT THERETO), BUYER AGREES THAT ANY OTHER MATERIALS, INCLUDING ANY DUE DILIGENCE MATERIALS, MADE AVAILABLE TO BUYER OR ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES DO NOT, DIRECTLY OR INDIRECTLY, AND SHALL NOT BE DEEMED TO, DIRECTLY OR INDIRECTLY, CONTAIN REPRESENTATIONS OR WARRANTIES OF SELLER OR ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES.

ARTICLE VI

Covenants

Section 6.1 Information Pending Closing. From the Execution Date through the Closing (the "Interim Period"), Seller shall, and shall cause its Subsidiaries to, permit Buyer and its Representatives to have reasonable access to the properties and to the Seller's and its Subsidiaries' books and records of the Target Companies and the Business during normal business hours in connection with matters expressly contemplated by this Agreement; provided that such access shall only be upon reasonable advance written notice and shall not disrupt personnel and operations of Seller or, following the formation thereof, the Target Companies and shall be at Buyer's sole cost and expense; provided, further, that, none of Buyer, its Affiliates or their respective

Representatives shall conduct any environmental site assessment, compliance evaluation or investigation with respect to any property of the Business without the prior written consent of Seller (which consent may be withheld at Seller's sole and absolute discretion) and without ongoing consultation with Seller with respect to any such activity (it being understood and agreed that in no event shall any subsurface investigation or testing of any environmental media be conducted). All requests for access to the offices, properties, books and records of the Seller or the Target Companies related to the Business shall be made in writing to such Representatives of Seller as Seller shall designate, who shall be solely responsible for coordinating all such requests and all access permitted hereunder. It is further agreed that none of Buyer, its Affiliates or their respective Representatives shall, prior to the Closing, contact any of the employees, customers, suppliers, distributors, contractors, lenders, agents or parties (or Representatives of any of the foregoing) that have business relationships with Seller, its Subsidiaries, the Target Companies or any Governmental Entity, in connection with the transactions contemplated hereby, without the prior written consent of Seller. Any access to the offices, properties, books and records of Seller and its Subsidiaries shall be subject to the following additional limitations: (i) Buyer, its Affiliates, and their respective Representatives, as applicable, shall give Seller written notice of at least two (2) Business Days prior to conducting any inspections or communicating with any third party relating to any property of Seller or its Subsidiaries, and a Representative of Seller shall have the right to be present when Buyer, its Affiliates or their respective Representatives conducts its or their investigations on such property; and (ii) Buyer, its Affiliates, and their respective Representatives, as applicable, shall: (A) use commercially reasonable efforts to perform all on-site reviews and all communications with any Person in an expeditious and efficient manner; and (B) BE LIABLE TO AND TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AND ITS AFFILIATES, DIRECTORS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, AND CAUSES OF ACTION FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OCCURRING AS A DIRECT RESULT PRIMARILY OF BUYER'S OR ANY OF ITS REPRESENTATIVES' ACCESS TO THE BOOKS AND RECORDS, OFFICES, AND PROPERTIES OF THE BUSINESS; PROVIDED, HOWEVER, THAT SUCH INDEMNITY WILL NOT APPLY (1) TO THE EXTENT THAT ANY SUCH LIABILITIES, CLAIMS, OR CAUSES OF ACTION ARISE OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR ANY OF ITS AFFILIATES, DIRECTORS, OFFICERS, OR EMPLOYEES, OR (2) THE MERE DISCOVERY BY BUYER OR ITS REPRESENTATIVES OF ANY PRE-EXISTING CONDITION AT A TERMINAL, PROVIDED THAT BUYER OR ITS REPRESENTATIVES WAS OTHERWISE ACTING IN COMPLIANCE WITH THE TERMS OF THIS AGREEMENT AT THE TIME OF, AND IN CONNECTION WITH, THE DISCOVERY, AND PROVIDED THAT BUYER OR ITS REPRESENTATIVES DID NOT MATERIALLY EXACERBATE SUCH PRE-EXISTING CONDITION AND, IN SUCH CASE, THEN SUCH INDEMNIFICATION OBLIGATION SHALL APPLY ONLY TO THE EXTENT OF SUCH EXACERBATION. The foregoing indemnification obligation shall survive the Closing or termination of this Agreement. Notwithstanding anything herein to the contrary, Seller shall not be required to provide any access or information to Buyer, its Affiliates or any of their respective Representatives, whether during the Interim Period or from and after the Closing, which Seller reasonably believes that it or its Subsidiaries are prohibited from providing to Buyer, its Affiliates or their respective Representatives by reason of applicable Law, which constitutes or allows access to information protected by attorney-client privilege, or which Seller, its Subsidiaries or their Affiliates are required to keep confidential or prevent access to by reason of any Contract with a third party or which would otherwise expose Seller, its Subsidiaries or their Affiliates to a material risk of Liability. For the avoidance of doubt, all information provided by Seller and its Subsidiaries pursuant to this Section 6.1 shall be subject to the Confidentiality Agreement.

Section 6.2 Conduct of Business Pending the Closing.

(a) During the Interim Period, Seller shall, and shall cause its Subsidiaries to, with respect to the Business: (i) operate in the ordinary course of business and (ii) use its commercially reasonable efforts to (A) preserve, maintain and protect the assets and properties of the Business consistent with past practice in substantially the same condition as they were on the Execution Date, subject to reasonable wear and tear, and (B) maintain the Permits of the Business. Without limiting the foregoing, except as otherwise contemplated by this Agreement or set forth in Section 6.2 of the Seller Disclosure Schedule or in connection with the Pre-Closing Reorganization or as consented to in writing by Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, during the Interim Period, with respect to the Business, Seller will not, and will cause its Subsidiaries not to, do the following with respect to the Business and the Target Companies:

(i) sell, transfer, convey, abandon, cancel or otherwise dispose of any material assets (other than (A) in the ordinary course of business consistent with past practices, (B) sales, transfers, conveyances, abandonments, cancellations or dispositions of obsolete fixtures, equipment and personal property, (C) with respect to the Pre-Closing Reorganization in accordance with the Reorganization Steps Plan or (D) any distribution of Cash Equivalents prior to the Measurement Time);

(ii) acquire, lease or dispose of any material equipment (other than in the ordinary course of business consistent with past practices);

(iii) merge or consolidate the Business with any other Person or cause the Business to acquire all or substantially all of the assets of any other Person (other than in connection with the Pre-Closing Reorganization in accordance with the Reorganization Steps Plan);

(iv) except in the ordinary course of business (including in connection with the Pre-Closing Reorganization or as required by applicable Contract or Law), enter into, terminate, materially amend, fail to seek renewal (if not otherwise in evergreen status) of, grant any waiver of any material term under, grant any material consent with respect to, or fail to comply in any material respect with, any Material Contract, or Contract that would be a Material Contract if in existence on the Execution Date;

(v) issue, reserve for issuance, pledge or otherwise encumber, redeem or sell, or enter into any arrangement to do any of the foregoing, with respect to any of its respective equity interests, other than (A) the redemption of equity interests held by Business Employees in connection with the termination of their employment pursuant to the terms of award agreements governing such equity interests, (B) to the extent required to complete the Pre-Closing Reorganization or (C) in connection with the Indebtedness contemplated by Section 6.2(a)(xiv);

(vi) except to the extent required to complete the Pre-Closing Reorganization in accordance with the Reorganization Steps Plan, liquidate, dissolve or otherwise wind up its business or operations;

(vii) purchase any equity interests of any Person other than the redemption of any equity interests held by Business Employees in connection with the termination of their employment pursuant to the terms of award agreements governing such equity interests;

(viii) other than in connection with the Indebtedness contemplated by Section 6.2(a)(xiv), materially amend or modify its Organizational Documents;

(ix) except as required by changes in applicable Law or changes in GAAP, change any material accounting method;

(x) fail to maintain books and records in accordance with past practice;

(xi) effect any recapitalization, reclassification or other change in the capitalization of the Business, except to the extent required to complete the Pre-Closing Reorganization in accordance with the Reorganization Steps Plan;

(xii) except in the ordinary course of business, acquire any material assets;

(xiii) engage in any material new line of business;

(xiv) other than any Indebtedness that will be repaid and extinguished at or prior to the Measurement Time, create, incur or assume any Indebtedness;

(xv) settle or compromise any Claim, in each case, in an amount in excess of $500,000;

(xvi) make any capital expenditure or similar commitments for which Buyer will have liability following the Closing Date, other than capital expenditures contemplated by the capital expenditures plan set forth on Section 6.2(a)(xvi) of the Seller Disclosure Schedule or, to the extent not contemplated by such plan, capital expenditures reasonably required in response to an emergency to preserve life, assets, property or the environment (provided that Seller shall inform Buyer reasonably promptly of expenditures in connection with any such emergency situations);

(xvii) mortgage, pledge or subject to any Lien (other than a Permitted Lien) any of the assets comprising the Business that will not be repaid and extinguished at or prior to the Closing;

(xviii) cancel or terminate coverage under any Insurance Policy other than (A) in connection with obtaining any replacement Insurance Policy providing substantially similar coverage or (B) in the ordinary course of business;

(xix) increase the compensation, bonus, commissions, or fee arrangements payable or to become payable to its employees, except in the ordinary course of business consistent with past practices;

(xx) materially amend or modify the Organizational Documents of any Target Company;

(xxi) settle or compromise any material liability for Taxes of the Business or a Target Company, amend any material Tax Return of a Target Company, adopt or change in any material respect any method of accounting for Tax purposes of a Target Company, make any material Tax election for a Target Company, or enter into any closing agreement with respect to any material Tax with respect to the Business or a Target Company, except, in each case, as required by Law; or

(xxii) agree or commit to do any of the foregoing.

(b) Notwithstanding Section 6.2(a) or any other provision herein (and without resulting in a breach of Section 6.2(a) or any other provision herein), Seller and Seller's Subsidiaries may take (i) commercially reasonable actions (whether or not permitted by Section 6.2(a)) with respect to emergency situations or to comply with applicable Laws, including with respect to COVID-19, and (ii) any actions in connection with the operation of the Gulf Marketing Business (and, for purposes of certainty, nothing in this Agreement, including Section 6.2(a), shall be deemed to restrict any such action, or require Seller or its Subsidiaries to take any action, with respect to the Gulf Marketing Business). If Seller or Seller's Subsidiaries take any material actions pursuant to item (i) of this Section 6.2(b), they shall notify Buyer of same as soon as reasonably practical.

(c) Nothing contained in this Section 6.2 is intended to give Buyer the right to control or direct the operations of the Business prior to the Closing. Prior to the Closing, Seller shall exercise complete control and supervision with respect to the Business.

Section 6.3 Tax Matters.

(a) Tax Allocation. For purposes of calculating Net Working Capital or as is otherwise necessary or relevant for purposes of this Agreement (a) the amount of any Taxes other than ad valorem or property Taxes of a Target Company for the Pre-Closing Period will be determined based on an interim closing of the books as of the end of the Closing Date, provided that any exemptions or allowances calculated on an annual basis (such as for depreciation or amortization) shall be apportioned in the manner described in clause (b) of this sentence, and (b) the amount of ad valorem or property Taxes of any Target Company that relates to the Pre-Closing Period will be deemed to be the amount of such Tax for the entire taxable period that includes the Closing Date multiplied by a fraction, the numerator of which is the number of days in the taxable period ending on and including the Closing Date and the denominator of which is the number of days in such taxable period.

(b) Cooperation. Subject to the other provisions of this Section 6.3, Buyer and Seller shall cooperate fully, and shall cause their respective Affiliates to cooperate fully, in good faith and as and to the extent reasonably requested by any Party, in connection with the preparation and filing of Tax Returns and any audit, assessment, litigation, contest or other proceeding relating to Taxes imposed on or with respect to the assets, operations or activities of any Business or any Target Company (a "Tax Contest"). Such cooperation shall include the retention and (upon a Party's request) the provision of records and information which are reasonably relevant to any such Tax Return or Tax Contest and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The requesting Party shall reimburse the cooperating Parties for all reasonable costs and documented, out-of-pocket expenses incurred by such cooperating Parties.

(c) Transfer Taxes. The Party primarily responsible under applicable Law for the filing of any Transfer Taxes shall be responsible for the timely filing of all such Tax Returns and payment of such Transfer Taxes, subject to reimbursement (if applicable) pursuant to the following sentence. Seller shall bear the cost of all Transfer Taxes related to the Pre-Closing Reorganization, and the Parties shall equally bear the cost of all other Transfer Taxes, and shall each indemnify, defend and hold harmless the other Party and their respective Affiliates from and against any and all liability for the payment of such Party's share of such Transfer Taxes.

(d) Purchase Price Allocation. The Parties acknowledge and agree that, for U.S. federal income Tax purposes and applicable state and local income Tax purposes, the transfer of the Interests pursuant to this Agreement in exchange for the Purchase Price shall be treated as an asset purchase. Not later than sixty (60) days after the final determination of Purchase Price pursuant to Section 2.5(b), Seller shall prepare and deliver to Buyer an allocation schedule setting forth Seller's determination of the allocation of the Purchase Price and assumed (or deemed assumed) obligations to the extent properly taken into account under the Code among the assets of the Target Companies that complies with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (the "Allocation"). Seller and Buyer shall work in good faith to resolve any disputes relating to the Allocation within thirty (30) days after receipt of Seller's proposal. If Seller and Buyer are unable to resolve any such dispute, such dispute shall be resolved promptly by the Independent Accountants, the costs of which shall be borne equally by Seller, on the one hand, and Buyer, on the other hand. Seller and Buyer shall use commercially reasonable efforts in good faith to update the Allocation in a manner consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder following any adjustment to the allocable Purchase Price or any other amounts constituting consideration for U.S. federal income Tax purposes pursuant to this Agreement. Seller and Buyer shall, and shall cause their Affiliates to, report consistently with the Allocation in all Tax Returns, and none of the Parties shall take any position in any Tax Return that is inconsistent with the Allocation, as adjusted, in each case, unless required to do so by a final determination as defined in Section 1313 of the Code (or analogous provision of state or local Tax Law) or with the consent of the other Parties, which shall not be unreasonably withheld, conditioned or delayed. Each of Seller and Buyer agrees to promptly advise each other regarding the existence of any Tax audit, controversy or litigation related to the Allocation, to the extent that such Seller or Buyer has knowledge of such audit, controversy or litigation; provided that nothing in this Section 6.3 shall require any of the Parties to litigate before any court any proposed deficiency or adjustment by any Taxing Authority challenging the Allocation. Notwithstanding the foregoing, the Allocation is not established necessarily for financial or accounting purposes other than for tax accounting.

(e) Withholding. Buyer shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of state, local or foreign Tax Law. If Buyer determines that any deduction or withholding is required in respect of a payment pursuant to this Agreement (other than with respect to Seller's failure to timely deliver the IRS Form W-9 pursuant to Section 2.4(a)(iii)), Buyer shall provide notice to Seller no less than fifteen (15) days prior to the date on which such payment is to be made, with a written explanation substantiating the requirement to so withhold and shall cooperate in good faith with Seller to eliminate or reduce any such withholding or deduction to the extent permitted by Law. Buyer shall promptly remit all withheld amounts to the applicable Taxing Authority in accordance with applicable Law. Any amounts that are so deducted and withheld shall be treated for all purposes of this Agreement as having been paid to Seller in respect of which the deduction and withholding was made.

Section 6.4Confidentiality; Publicity.

(a) Buyer acknowledges that the information being provided to it in connection with this Agreement and the consummation of the transactions contemplated hereby is subject to the terms of a confidentiality agreement, dated as of August 29, 2022, between Buyer and ArcLight Capital Partners, LLC (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference. Effective upon, and only upon, the Closing, the Confidentiality Agreement shall terminate with respect to information relating solely to the Business.

(b) None of Seller, Buyer nor any of their respective Affiliates shall make any public announcement or issue any public communication (including announcements or communications to Business Employees and interviews with the media) regarding this Agreement or the transactions contemplated hereby, or any matter related to the foregoing, without first obtaining the prior written consent of Seller or Buyer, as applicable (which consent shall not be unreasonably withheld, conditioned or delayed), except if such announcement or other communication is required by applicable Law or legal process (including rules of any national securities exchange), in which case Seller or Buyer, as applicable, shall use commercially reasonable efforts to coordinate or communicate such announcement or communication with Seller or Buyer, as applicable, prior to announcement or issuance.

Section 6.5Post-Closing Books and Records; Financial Statements. As of the Closing, Seller and its Affiliates shall be entitled to retain copies (at Seller's sole cost and expense) of any such books, records and other documents which pertain solely to the ownership or operation of the Business or the Target Companies. Buyer shall, and shall cause the Target Companies and their respective Subsidiaries to, retain, for at least seven (7) years after the Closing Date, all books, records and other documents pertaining to the Business that relate to the period prior to the Closing Date, except for Tax Returns and supporting documentation relating to the Business or the Target Companies' assets which shall be retained until sixty (60) days after the date required by applicable Law, and to make the same available after the Closing Date for inspection and copying by Seller (or its Representatives), during regular business hours without significant disruption to the applicable Target Company's business and upon reasonable request and upon reasonable advance notice. At and after the expiration of such period, if Seller, its Subsidiaries or any of their Affiliates have previously requested in writing that such books and records be preserved, Buyer shall, and shall cause the applicable Target Company (to the extent within its powers as an equity holder thereof) to, either preserve such books and records for such reasonable period as may be requested by Seller or transfer such books and records to Seller or its designated Affiliates at Seller's expense.

Section 6.6Expenses. Except as otherwise provided in this Agreement (including Section 6.3(c), Section 6.8(c), Section 6.11 and Section 6.13), whether or not the Closing takes place, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, including any fees, expenses or other payments incurred or owed by a Party to any brokers, financial or legal advisors or comparable other persons retained or employed by such Party in connection with the transactions contemplated by this Agreement.

Section 6.7Employee Matters.

(a) Transfer of Employment. Subject to background checks as provided below, Buyer shall extend a written offer of employment to each Business Employee, and shall hire (effective as of the Closing Date) each Business Employee who accepts such offer, at the same base compensation and in substantially the same job title, in each case as provided by Seller or one of its Affiliates immediately prior to the Closing Date, and otherwise on terms and conditions of employment that satisfy the requirements of this Section 6.7. Each Business Employee shall receive such offer of employment from Buyer at least fifteen (15) days prior to the Closing Date, or such earlier time as may be required by applicable Law or the terms of any Labor Agreement. Prior to extending an offer of employment to a Business Employee, Buyer may, upon receipt of written authorization from the Business Employee, perform, at Buyer's sole cost and expense, a customary background check, subject to any requirements, restrictions or limitations as may be provided in, or any negotiations that may be required under, any applicable Labor Agreement, and further subject to applicable Law. Each Business Employee will be deemed to accept such offer of employment unless he or she affirmatively rejects the offer in writing. Effective as of 12:01 a.m. on the Closing Date, each Continuing Employee will be deemed to have terminated employment with Seller or its Affiliates, as applicable, and will commence employment with and will become an employee of Buyer or one of its Affiliates. Buyer and Seller intend that the transactions contemplated by this Agreement shall not result in a severance-qualifying termination of employment of any Continuing Employee prior to or upon the consummation of the transactions contemplated by this Agreement and that the Continuing Employees will have continuous and uninterrupted employment immediately before and immediately after the Closing Date.

(b) Accrued Vacation and Incentive Plans. To the extent not paid by Seller, Buyer or its Affiliates will assume all obligations with respect to accrued vacation and paid time off for the Continuing Employees and for annual incentive and bonus awards for Continuing Employees for the performance year during which the Closing occurs.

(c) Employee Liabilities; Benefit Plans. Effective as of the Closing Date, Buyer will assume all liabilities to or with respect to the Continuing Employees, other than liabilities under the Benefit Plans, except as provided in Section 6.7(b). As of 12:01 a.m. on the Closing Date, the Continuing Employees will cease participation as active employees in the Benefit Plans and will commence participation in employee benefit plans of the Buyer or its

Affiliates, provided, however, that any Business Employees who have commenced a disability leave of absence prior to the Closing Date and who were eligible for coverage under Seller's long-term disability plan as of the date of the event giving rise to such disability leave will remain eligible for coverage under the Seller's long-term disability plan. Except as expressly set forth in this Agreement, Buyer will not assume or receive any assets or liabilities of any Benefit Plan. To the extent that a Continuing Employee was a participant in a Benefit Plan of Seller or its Affiliates, such Benefit Plans shall be responsible for providing benefits (including medical, hospital, dental, accidental death and dismemberment, life, disability and other similar benefits) to any participating Continuing Employees only for claims incurred prior to the Closing Date under and subject to the generally applicable terms and conditions of such plans. As of the Closing Date, Buyer shall designate a tax-qualified defined contribution retirement plan of Buyer (such plan, the "Buyer Savings Plan") that will provide for the receipt from the Continuing Employees of "eligible rollover distributions" (as such term is defined in Section 401(a)(31) of the Internal Revenue Code, including notes representing plan loans) and will reasonably cooperate with Seller and the Continuing Employees to allow such Continuing Employees to rollover their account balances (including notes representing plan loans) to the Buyer Savings Plan.

(d) Continuation of Compensation and Benefits. For a period of not less than one (1) year following the Closing Date, Buyer shall, or shall cause the Target Companies to, provide each Continuing Employee with: (i) annual base salary or wages and cash bonuses that are no less than the annual base salary, wages and cash bonuses, respectively, provided to such Continuing Employee immediately prior to the Closing Date, (ii) employee benefits comparable to those benefits that Buyer or its Affiliates provide to their similarly-situated employees during such period and (iii) any other material terms and conditions of employment as were provided to such Continuing Employee immediately prior to the Closing Date. The term "other material terms and conditions" in the preceding sentence is limited to practices that, if changed or eliminated, could reasonably give rise to a claim for monetary damages under applicable Law or Contract.

(e) Severance and Paid Time Off. Without limiting the foregoing provisions of this Section 6.7, for a one (1) year period following the Closing, Buyer shall provide, or shall cause to be provided, severance and paid time off benefits to each Continuing Employee that, respectively, are no less favorable than the more favorable of (i) the severance and paid time off benefits in effect in respect of such Continuing Employee immediately before the Closing and (ii) the severance and paid time off benefits payable to such Continuing Employee under any applicable severance plan of Buyer in effect at the time of such termination. Notwithstanding the foregoing, severance and paid time off benefits for those employees subject to a Labor Agreement shall be governed by the terms of such Labor Agreement. As of and after the Closing, Buyer shall credit, or shall cause to be credited, each Continuing Employee for all service with Seller or its Affiliates and any respective predecessor entities, if any, for purposes of determining the right to and the amount of severance and paid time off benefits after the Closing to the extent such service was recognized for such purpose under the applicable severance or paid time off benefit plan, program, agreement or arrangement covering the Continuing Employee immediately before the Closing.

(f) Benefit Continuation for Continuing Employees. Buyer shall waive or cause to be waived all limitations as to preexisting conditions or waiting periods with respect to participation and coverage requirements applicable to each Continuing Employee under any employee benefit plans, programs and policies of Buyer or any Affiliate thereof in which Continuing Employees participate (or are eligible to participate) that are "welfare benefit plans" (as defined in Section 3(1) of ERISA) to the same extent that such conditions and waiting periods were satisfied or waived under the comparable Benefit Plan immediately prior to the Closing. In addition, Buyer will use commercially reasonable efforts to cause each Continuing Employee to be provided with credit for any co-payments and deductibles paid under any Benefit Plan during the plan year in which the Closing Date occurs for purposes of satisfying any applicable co-payments, deductibles or other out-of-pocket requirements under any such welfare benefit plans of Buyer or any Affiliate in which Continuing Employees participate (or are eligible to participate) on or after the Closing Date for such plan year, subject to the approval of the applicable insurance carrier and Seller or its Affiliate timely providing the information necessary for Buyer to comply with the foregoing.

(g) Service Credit for Continuing Employees. Buyer shall provide, or cause to be provided, to each Continuing Employee full credit for all service prior to the Closing Date, to the same extent as such service was credited under the comparable Benefit Plan, under all benefit plans of Buyer or its Affiliates for all purposes, including for purposes of eligibility, vesting, benefit accrual and determination of level of benefits. Notwithstanding the foregoing, such service shall not be recognized to the extent that it results in the duplication of benefits for the same period of service.

(h) 401(k) Plan. Seller shall cause each Continuing Employee to become fully vested as of the Closing Date in the Continuing Employee's account under any Seller Benefit Plan that contains a cash or deferred arrangement intended to qualify under Section 401(k) of the Internal Revenue Code (each, a "Seller 401(k) Plan"), including with respect to any employer contributions to any such plan for the period occurring prior to the Closing Date (which contributions Seller shall cause to be made on or as soon as reasonably practicable following the Closing Date). Seller and Buyer, and their respective Affiliates, shall cooperate to take any and all actions needed to permit each Continuing Employee with an outstanding loan balance under a Seller 401(k) Plan as of the Closing Date to continue to make scheduled loan payments to such Seller 401(k) Plan after the Closing Date, pending the distribution and in-kind rollover of the notes evidencing such loans from such Seller 401(k) Plan to the Buyer Savings Plan so as to prevent a deemed distribution or loan offset with respect to such outstanding loans.

(i) Third-Party Rights. The provisions of this Section 6.7 are for the sole benefit of the Parties to this Agreement and nothing herein, expressed or implied, is intended or shall be construed to confer upon or give to any person (including, for the avoidance of doubt, any Business Employee), other than the Parties hereto and their respective permitted successors and assigns, any legal or equitable or other rights or remedies under or by reason of any provision of this Agreement. Nothing contained herein, express or implied: (i) shall be construed to establish, amend, or modify any benefit plan, program, agreement or arrangement; (ii) shall alter or limit the ability of Seller, Buyer or any of their respective Affiliates to amend, modify or terminate any benefit plan, program, agreement or arrangement; or (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment.

(j) Labor Agreements. Buyer acknowledges receipt of notice of the Labor Agreements set forth on Section 4.11(e) of the Seller Disclosure Schedule, which shall continue in effect on and following the Closing Date. Effective as of the Closing Date, Seller hereby assigns, and Buyer hereby assumes or shall cause the Target Companies to assume and comply with such Labor Agreements. To the extent of any inconsistency between the provisions of this Section 6.7 and those of a Labor Agreement as it relates to a Continuing Employee whose employment is subject to a Labor Agreement, the provisions of the Labor Agreement shall govern. Buyer agrees to reasonably cooperate with Seller to effectuate such assignment and assumption of the Labor Agreements on terms reasonably acceptable to Buyer. In addition, with respect to the Labor Agreements, Buyer and Seller will reasonably cooperate with respect to communications with the applicable unions who are parties to the Labor Agreements regarding transition from the Benefit Plans to Buyer Benefits and otherwise with respect to any bargaining related to the effects of the transactions contemplated by this Agreement.

(k) WARN Act. Buyer shall be solely responsible for any liability arising under the U.S. Worker Adjustment and Retraining Notification Act or similar state or local Laws (the WARN Act) on or after the Closing Date relating to the Business Employees, including without limitation as a result of Buyer not complying with Section 6.7(a).

Section 6.8Further Actions.

(a) Each Party agrees to (and to cause its Subsidiaries and Affiliates to) use reasonable best efforts (except where a different efforts standard is specifically contemplated by this Agreement, in which case such different standard shall apply) to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement as soon as possible, and in any event prior to the Outside Date.

(b) Without limiting the forgoing, the Parties shall (and shall cause their Subsidiaries and Affiliates to) use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to obtain the Required Consents, and all required Filings and Consents with or from all Governmental Entities, including by (i) preparing and filing (or causing to be prepared or filed) as soon as practicable (and in any event, for the HSR Act, within ten (10) days—or as the Parties may otherwise agree—following the Execution Date) all such Filings and Consents with or from any Governmental Entity or other Person that are required to be filed or obtained in order to consummate the transactions contemplated by this Agreement, (ii) assuring that all such Filings comply with the requirements of applicable Laws, (iii) making available to the other Party such information as the other Party may reasonably request in order to complete the Filings or to respond to information requests by any relevant Governmental Entity, (iv) subject to applicable Laws, keeping each other promptly apprised of the status of matters relating to the completion of the transactions contemplated by this Agreement, including to promptly furnishing the other with copies of written notices or other written communications, filings or correspondence, and promptly furnishing the other with summaries of any oral communications, between the Parties, or any of their respective Subsidiaries or Affiliates, and any Governmental Entity (or members of their respective staffs) with respect to the transactions contemplated by this Agreement, (v) responding appropriately to and complying with, as promptly as practicable, any request for information or documents regarding the transactions contemplated by this Agreement from any Governmental Entity (including responding to any "second request" for additional information and documentary material under the HSR Act as promptly as practicable, provided that either Party may negotiate with the applicable Governmental Agency with respect to the scope of any "second request" prior to responding), (vi) ensuring the prompt expiration or termination of all applicable waiting periods under the HSR Act and prompt receipt of any other required consents for the transactions contemplated by this Agreement from Governmental Entities and (vii) consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any party hereto in connection with proceedings with any Governmental Entities under or relating to the HSR Act. Prior to communicating any information, advocacy or other submission or content (other than correspondence of a de minimis nature) to any Governmental Entity (or members of its staff) in oral or written form, each Party shall permit counsel for the other Party a reasonable opportunity to review and provide comments thereon, and consider in good faith the views of the other Party in connection with, any such communication. Each of Buyer and Seller agrees not to (and agrees to cause its Subsidiaries and Affiliates not to) participate in any substantive meeting or discussion, either in person or by telephone, with any Governmental Entity in connection with the transactions contemplated by this Agreement unless it consults with the other Party in advance and, to the extent not prohibited by such Governmental Entity, gives the other Party the opportunity to attend and participate. Neither Seller nor any of the Target Companies shall take any action with respect to satisfying the HSR Act that would bind the Target Companies and/or the Business after Closing without the prior written consent of Buyer. Neither Buyer nor Seller shall (and shall cause its Subsidiaries and Affiliates not to), without the prior written consent of the other Party (not to be unreasonably withheld), (i) "pull-and-refile," pursuant to 16 C.F.R. § 803.12, any Filing made under the HSR Act or (ii) offer, negotiate or enter into any commitment or agreement, including any timing agreement, with any Governmental Entity to delay the consummation of, or not to close before a certain date, the transactions contemplated by this Agreement. Subject to the forgoing provisions of this Section 6.8(b), the Parties shall (and shall cause their Subsidiaries and Affiliates to) use their respective commercially reasonable efforts to obtain any necessary approvals of parties to Contracts relating to the Business.

(c) For the avoidance of doubt and notwithstanding anything to the contrary contained in this Agreement, and without limiting the generality of the foregoing, Buyer shall, and shall cause its Affiliates to, take any and all such commercially reasonable action (including (i) agreeing to hold separate or to divest, license or otherwise dispose of any of the businesses, product lines or assets of the Business after the Closing Date, (ii) terminating existing relationships, contractual rights or obligations of the Business after the Closing Date, (iii) creating any relationship, contractual right, obligation or other arrangement of the Business after the Closing Date, (iv) taking or committing to take such other actions that may limit the Business' freedom of action with respect to, or its ability to retain, one or more of its operations, divisions, businesses, product lines, customer or assets after the Closing Date and (v) entering or offering to enter into agreements and stipulating to the entry of a Governmental Order or filing appropriate applications with any Governmental Entity in connection with any of the actions contemplated by the foregoing clauses (i) through (iv)), in each case, as may be required by any applicable Governmental Entity in order to resolve such objections as such Governmental Entity has to the transactions contemplated by this Agreement under applicable Antitrust Laws, in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other

Governmental Order that has the effect of delaying or preventing the consummation of the transactions contemplated by this Agreement; provided, however, that neither the provisions of this Section 6.8 nor any other provision of this Agreement shall require Buyer or any of its Subsidiaries to undertake (or to request or authorize the Business to undertake) any of the forgoing actions that would, or would reasonably be expected to, individually or taken together with all other of the foregoing actions, result in a material adverse effect on the business, financial condition or operation of Buyer and its Subsidiaries (including for this purpose the Business), taken as a whole, with material adverse effect meaning any actions that, judged as a whole, could reasonably be expected to result in a reduction in the fair market value of the Business of more than $43,000,000.00 or a requirement that Buyer divest or not acquire more than one of the Terminals. For the purposes of this Section 6.8, divestures at or below such aforementioned thresholds shall be considered commercially reasonable actions. Notwithstanding the foregoing, the Buyer will not be obligated to take any action that is not conditioned on the Closing.

(d) Each Party shall (i) promptly inform the other Party of any communication made to, or received by such Party from, any Governmental Entity regarding any of the transactions contemplated by this Agreement, (ii) respond appropriately as promptly as practicable to any inquiries or requests for additional information and documentary material received from any Governmental Entity and (iii) not enter into any agreement with any Governmental Entity agreeing not to consummate the transactions contemplated by this Agreement except with the other Party's prior written consent (not to be unreasonably withheld). In addition, the Parties shall jointly develop, and each of the Parties shall consult and reasonably cooperate with one another and consider in good faith the views of one another, in connection with the form and content of any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party in connection with proceedings under or relating to any Antitrust Law with respect to the transactions contemplated by this Agreement prior to their submission. If the Parties initially disagree upon any such proposed communication, strategy or process, the Parties agree to work together in good faith to resolve the disagreement and endeavor to implement such communication, strategy or process in a mutually acceptable manner; provided, that, following such good faith efforts by the Parties, Buyer shall have the responsibility for the form and content of any such analysis, appearance, presentation, memorandum, brief, argument, opinion or proposal. Buyer shall be responsible for payment of all filing fees in connection with all Filings under the HSR Act and any other Antitrust Laws in connection with the transactions contemplated by this Agreement. As to all other fees and costs, for the avoidance of doubt, each Party shall be responsible for its own fees and costs associated with compliance with the HSR Act or any other Antitrust Law with respect to the transactions contemplated by this Agreement.

(e) Subject to the terms and conditions set forth in this Agreement, Buyer shall not, and shall cause its Affiliates not to, take, or agree or commit to take, any action, including acquiring, or agreeing to acquire, by merging with or into or consolidating with, or by purchasing a substantial portion of the assets of or equity in any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets, if the entering into of a definitive agreement relating to, or the taking of such action or consummation of such acquisition, merger or consolidation, in each case, would reasonably be expected to make the consummation of the transactions contemplated by this Agreement unlawful or would reasonably be expected to materially delay, or restrain, prevent, enjoin, materially increase the risk of not obtaining any necessary consents of any Governmental

Entity or the expiration or termination of any applicable waiting period, or otherwise prohibit consummation of the transactions contemplated by this Agreement. Notwithstanding the foregoing, the provisions of this Section 6.8(e) shall not prohibit Buyer or its Affiliates from: (i) acquiring, or agreeing to acquire, terminal assets located outside of Connecticut, Massachusetts, Maine, New York, and New Jersey; (ii) entering into throughput agreements, rack purchase agreements or other storage agreements at any third-party owned and operated terminals; or (iii) acquiring retail fuel station and convenience store assets.

(f) Subject to the compliance of the Parties with this Section 6.8, Buyer, on the one hand, and Seller, on the other hand, shall not have any Liability whatsoever to the other Party arising out of or relating to the failure to obtain any Consents or make any Filings, or because of the termination of, or default under, any Contract (nor shall any such failure constitute a breach of a representation or warranty hereunder), in each case to the extent such Consents, Filings or Contracts are listed in Section 3.3 of the Seller Disclosure Schedule, Section 4.3 of the Seller Disclosure Schedule or Section 5.3 of the Buyer Disclosure Schedule. Notwithstanding anything to the contrary set forth in this Agreement, obtaining any Consents shall not be a condition to Closing, except to the extent expressly set forth in Article VII.

Section 6.9 Post-Closing Cooperation.

(a) After Closing, upon prior reasonable written request, each Party shall use commercially reasonable efforts to cooperate with each other in furnishing records, information, oral or written testimony, oral or written attestations and certifications, and other assistance in connection with transition matters and any inquiries or proceedings involving the Business or the Target Companies (to the extent within Buyer's powers as an equity holder thereof following the Closing), but excluding any proceedings arising from disputes among the Parties. Each such requesting Party shall reimburse such cooperating Party for any reasonable out-of-pocket expenses paid or incurred by such cooperating Party as a result of any such requested cooperation.

(b) Without limiting the foregoing, in the event that, following the Closing, any of Buyer or Seller or any of their respective Affiliates: (i) discovers any asset that was not conveyed to a Target Company prior to the Closing Date that exclusively relates to or is exclusively used or held for use for the conduct of the Business, is held by Seller or any of its Affiliates, Seller shall, and shall cause its Affiliates to, take all action reasonably necessary to promptly convey such asset to the applicable Target Company to which it relates and such asset shall be considered an asset of the applicable Target Company for all purposes hereunder; and (ii) discovers any asset that was conveyed to a Target Company prior to the Closing Date that exclusively relates to or is exclusively used or held for use for the conduct of Seller's business other than the Business, is held by a Target Company or any of its Affiliates (including the Target Companies), Buyer shall, and shall cause its Affiliates (including the Target Companies), to take all action reasonably necessary to promptly convey such asset to Seller and such asset shall not be considered an asset of Buyer or any Target Company for all purposes hereunder.

Section 6.10 Casualty Loss. If, after the Execution Date but prior to the Closing Date, any portion of the property or assets of the Business is damaged or destroyed by fire or other casualty or is taken in condemnation or under right of eminent domain (a "Casualty Loss Event"), then Buyer shall nevertheless be required to proceed with the Closing and Seller shall, at the

Closing, remit to Buyer (or its designee) all sums actually paid to Seller by third parties by reason of such Casualty Loss Event with respect to the affected property or assets and shall assign, transfer, and set over to Buyer or Buyer's designee all of Sellers' right, title, and interest (if any) in recovery proceeds, unpaid awards, and other rights against third parties (excluding any Liabilities or claims of or against a Buyer Releasee) arising out of such Casualty Loss Event with respect to the affected property or assets; provided, however, that Seller shall reserve and retain (and Buyer shall assign to Seller, if applicable) all rights, titles, interests, and claims against third parties for the recovery of Seller's (or Seller's Affiliate's) costs and expenses incurred in pursuing or asserting any such insurance claims or other rights against third parties or in defending or asserting rights in connection with any Casualty Loss Event. For the avoidance of doubt, nothing in this Section 6.10 will limit Section 7.2(c).

Section 6.11 R&W Insurance Policy. In connection with the transactions contemplated by this Agreement, Buyer shall obtain the R&W Insurance Policy in accordance with this Section 6.11. The R&W Insurance Policy shall name Buyer, or an Affiliate thereof, as an insured thereof. The R&W Insurance Policy shall (a) except in the case of Fraud, waive subrogation against Seller and its Affiliates and not increase the liability hereunder of any of any of the foregoing or any of their respective current or former officers, managers, directors, equityholders, employees, Affiliates or agents (the "R&W Parties") and (b) provide that Seller is a third party beneficiary of such waiver. Buyer shall take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to cause the R&W Insurance Policy to be issued by the applicable insurer to Buyer as of the Closing on terms and in the form provided or made available to Seller prior to the Execution Date. Buyer shall bear all costs of the R&W Insurance Policy and the retention amount of such R&W Insurance Policy and may not amend such policy in a manner adverse to the R&W Parties without Seller's prior written consent. From and after the date hereof until the Closing, the Seller shall use commercially reasonable efforts to provide customary cooperation to Buyer, as Buyer may reasonably request (in each case, to the extent within the control of the Target Companies or the Seller and at Buyer's sole cost and expense), in order to assist Buyer in obtaining the R&W Insurance Policy. Notwithstanding anything to the contrary in this Agreement, none of the Seller nor any of its Affiliates nor its and their respective past, present or future equityholders, members, directors, officers, managers, employees or agents shall be entitled to any proceeds from such R&W Insurance Policy without Buyer's prior written consent. To the extent required by the R&W Insurance Policy and as requested by Buyer, the Seller shall use commercially reasonable efforts to request that the vendor hosting the virtual data room used by the Parties for the transactions contemplated by this Agreement deliver to Buyer by the later of (a) ten (10) Business Days after the Closing Date or (b) ten (10) Business Days after such request by Buyer a flash drive containing copies of all documents that were uploaded to such virtual data room as of the Closing Date (as applicable).

Section 6.12 Replacement of Support Obligations and Related Buyer Covenants. Buyer acknowledges that none of the Support Obligations are transferable to Buyer. As such, on or before the Closing Date, Buyer shall obtain, or cause to be obtained, replacements (and releases) for such Support Obligations on terms reasonably acceptable to Buyer. Without prejudice to the other rights and remedies of Seller hereunder, in the event that any Support Obligation is not so replaced, then, from and after Closing, (a) Buyer shall take all reasonably necessary actions to facilitate the replacement (and release) of such Support Obligation as soon as possible, but in no event later than 180 days following the Closing Date, and (b) Buyer shall indemnify Seller (or applicable Affiliate) against all amounts incurred by Seller (or applicable Affiliate) under or to maintain such Support Obligation, as applicable, to the extent such amounts arise from and after the Closing.

Section 6.13 Director and Officer Indemnification.

(a) From and after the Closing, Buyer shall indemnify and hold harmless each present and former director and officer of the Target Companies against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any Claim, arising out of or pertaining to matters existing or occurring at or prior to the Closing Date, whether asserted or claimed prior to, at or after the Closing, to the fullest extent that the applicable Target Company would have been permitted under applicable Law and its respective Organizational Documents in effect on the Execution Date to indemnify such person (including promptly advancing expenses as incurred to the fullest extent permitted under applicable Law). Without limiting the foregoing, Buyer shall cause each Target Company (i) to maintain for a period of not less than six (6) years from the Closing Date, provisions in its Organizational Documents concerning the indemnification and exculpation (including relating to expense advancement) of such Target Company's former and current officers, directors, employees, and agents that are no less favorable to those Persons than the provisions of the Organizational Documents of such Target Company, in each case, as of the Closing Date and (ii) not to amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law. Buyer shall assume, and be jointly and severally liable for, and shall cause each Target Company to honor, each of the covenants in this Section 6.13.

(b) For a period of six (6) years from the Closing Date, Buyer shall cause the each Target Company to maintain in effect directors' and officers' liability insurance covering those Persons who are currently covered by any Target Company's directors' and officers' liability insurance policies on terms not less favorable than the terms of such current insurance coverage; provided, however, that (i) Buyer or the applicable Target Company (following the Closing) may cause coverage to be extended under the current directors' and officers' liability insurance by obtaining a six (6)-year "tail" policy containing terms not less favorable than the terms of such current insurance coverage with respect to matters existing or occurring at or prior to the Closing Date and (ii) if any Claim is asserted or made within such six (6)-year period, any insurance required to be maintained under this Section 6.13 shall be continued in respect of such Claim until the final disposition thereof.

(c) Notwithstanding anything contained in this Agreement to the contrary, this Section 6.13 shall survive the Closing indefinitely and shall be binding, jointly and severally, on all successors and assigns of the Company. In the event that any Target Company or any of their respective successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of such Target Company shall succeed to the obligations set forth in this Section 6.13.

Section 6.14 Pre-Closing Reorganization. At or prior to the Closing, Seller shall cause (and Buyer shall reasonably cooperate with Seller in causing) the Pre-Closing Reorganization to occur. It is acknowledged and agreed that, notwithstanding anything to the contrary, (a) implementation of the Pre-Closing Reorganization by Seller will not give rise to, or constitute, a breach of any representation, warranty, or covenant set forth in this Agreement, (b) Seller shall be permitted to amend the Reorganization Steps Plan (i) if such amendment is determined by Seller to be reasonably necessary or appropriate to effect the transactions contemplated thereby (including to effect such transactions in a tax-efficient manner) and (ii) solely to the extent such amendment would reasonably be expected to be adverse to Buyer, if such amendment is consented to in writing by Buyer (such consent not to be unreasonably withheld, conditioned or delayed), and (c) Seller shall be responsible for and bear any and all Taxes (including Transfer Taxes) relating to, resulting from or imposed on with respect to the Pre-Closing Reorganization. Buyer shall have the right to review the documentation that effects the Pre-Closing Reorganization, and such documentation shall be reasonably acceptable to Buyer.

Section 6.15 Seller Marks. As soon as practicable following the Closing, but in no event later than sixty (60) days after the Closing, Buyer shall, and shall cause the applicable Target Companies to, cease and permanently discontinue any and all uses of the Seller Marks and any colorable imitations thereof, and remove or cover all Seller Marks from, or destroy, any publications, signage, corporate letterhead, invoices, stationery, business cards, marketing materials, website content or other materials or things in the applicable Target Companies' possession or under the applicable Target Companies' control bearing any of the Seller Marks, and provide Seller with written certification thereof by an authorized officer of Buyer. Without limiting any of the obligations in the immediately preceding sentence, in no event shall Buyer or any of its Affiliates use any of the Seller Marks after the Closing in any manner or for any purpose different from the use of such Seller Marks by the applicable Target Company preceding the Closing, and neither Buyer nor any of its Affiliates shall affix any of the Seller Marks or any colorable imitations thereof on any publications, signage, corporate letterhead, invoices, stationery, business cards, marketing materials, website content or other materials or things that are created or produced after the Closing. Buyer expressly acknowledges and confirms that Buyer shall not receive any right, title or interest in or to the Seller Marks, except the limited right to use Seller Marks as provided above for the sole purpose of permitting Buyer to complete the phase out of such use in strict compliance with this Section 6.15, and that any use of the Seller Marks after the sixty (60) day period specified above (including failure to remove or cover any prior application or depiction or any new application, depiction or use of such Seller Marks) shall constitute a violation of applicable Law, including as codified at 15 U.S.C. 1114 et seq.

Section 6.16 Connecticut Transfer Act/New Jersey Industrial Site Recovery Act. Buyer shall be solely responsible for all compliance obligations and related costs arising under the Connecticut Transfer Act, Conn. Gen. Stat. § 22a-134 et seq., and the New Jersey Industrial Site Recovery Act, N.J.S.A. § 13:1K-6, in connection with the transactions contemplated by this Agreement, to the extent applicable. Seller shall reasonably cooperate with Buyer in respect of any filings required in relation to the foregoing. This provision shall survive Closing.

Section 6.17 Cooperation. During the Interim Period, Seller agrees to use commercially reasonable efforts to provide such assistance (and to use commercially reasonable efforts to cause its Representatives to provide such assistance), at Buyer's sole cost and expense, with Buyer's effort to arrange the Debt Financing as is customary and reasonable for the type of financing contemplated by the Debt Financing and reasonably requested by Buyer in writing. Such commercially reasonable assistance shall include: (a) participation in, and assistance with, the marketing efforts related to the Debt Financing; (b) timely delivery to Buyer and the Debt Financing Sources of the Financial Statements; and (c) using commercially reasonable efforts to deliver such other information with respect to the Business or the Target Companies (once formed) as is reasonably requested by Buyer, is customarily required in connection with financings of the type contemplated by the Debt Financing and is in the possession of Seller; provided that (i) no cooperation shall be required that would interfere unreasonably with the ordinary course operations of Seller, including that Seller shall not be required to prepare or provide any information that is not in Seller's possession (including no requirement of Seller to prepare or provide any pro forma financial statements), (ii) no documentation relating to the Debt Financing, including any certificates or opinions of counsel, shall be required to be delivered or executed by Seller or any of its Representatives, (iii) Seller shall not be required to pay any commitment or other similar fee or incur any actual or potential liability in connection with the Debt Financing and (iv) neither Seller nor any of its Representatives shall be required to take any action that (A) would or could reasonably be expected to, in the reasonable judgment of Seller, conflict with, or result in any violation or breach of, any law, material contract (including this Agreement) or obligations of confidentiality binding on it or any of its Affiliates, personnel or Representatives or (B) would or could reasonably be expected to result in the loss of attorney-client privilege. Seller will use commercially reasonable efforts to supplement any written information provided by Seller (to the extent such information was prepared by Seller and not any other Person which Seller does not control) in furtherance of the cooperation contemplated by this paragraph (but subject to the limitations set forth herein) as may be reasonably necessary so that such written information, taken as a whole, is complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which such statements are made, not materially misleading. Promptly following request by Seller, Buyer shall reimburse Seller for all reasonable and documented out-of-pocket third party costs incurred by Seller in connection with such cooperation. Notwithstanding anything in this Agreement to the contrary, in no event will Seller or any of its Representatives have any liability to Buyer or any other Person for any breach or alleged breach of this Section 6.17, and in no event will Seller's compliance with this Section 6.17 be a condition to Buyer's obligations to consummate the Closing.

Section 6.18 Insurance. Buyer acknowledges that, at or promptly following the Closing, the insurance policies maintained by Seller and Seller's Affiliates for the benefit of any of the Target Companies shall be terminated or modified to exclude coverage of each of the Target Companies, and, as a result, Buyer shall be obligated from and after Closing to self-insure or obtain at its sole cost and expense replacement insurance, including insurance required by any third party to be maintained by or for the benefit of any Target Company; provided that the foregoing shall not apply with respect to claims made policies prior to the Closing Date. If required by applicable Law or Contract, Buyer shall provide to Governmental Entities and third parties evidence of such replacement or substitute insurance coverage for the continued operations of the business of each of the Target Companies following the Closing. Solely with respect to claims made prior to the Closing Date, Seller shall use commercially reasonable efforts to maintain or cause its Affiliates to maintain any insurance coverage with respect to the Acquired Assets to the extent such coverage existed prior to the Closing Date, and Seller shall use commercially reasonable efforts to cooperate or cause its Affiliates to cooperate as reasonably requested by Buyer with respect to any claims under such insurance coverage by or on behalf of Buyer or, following the Closing, the Target Companies, for claims made prior to the Closing Date.

Section 6.19 Specified Litigation Costs; Indemnified Environmental Liabilities.

(a) Seller shall bear its own defense costs with respect to the matters listed on Section 6.19 of the Seller Disclosure Schedule (the "Specified Litigation Matters"). Subject to the preceding sentence, Seller shall have no obligation whatsoever in respect of the Specified Litigation Matters other than a duty of cooperation with Buyer or the applicable Target Companies in relation to defense strategy concerning such Specified Litigation Matters, and further provided that Seller shall not settle or compromise any claims relating to such Specified Litigation Matters that would impose costs or obligations on Buyer or any Target Companies in relation to the Business, or Acquired Assets without Buyer's prior consent (such consent not to be unreasonably withheld). Buyer shall otherwise be solely responsible for, and shall indemnify, defend and hold harmless Seller against, all costs, damages and obligations relating to the Specified Litigation Matters (including all defense costs incurred by Buyer or the Target Companies with respect to the Specified Litigation Matters). The obligations of this Section 6.19(a) shall survive the Closing.

(b) Seller shall indemnify, defend and hold harmless Buyer against Liabilities arising under Environmental Law in connection with (i) the offsite disposal of Hazardous Substances from any Real Property at a third-party waste disposal location, but solely to the extent that such offsite disposal relates to the Business and occurred during Seller's ownership and operation of the relevant Terminal prior to the Closing Date (collectively, "Off-Site Disposal Matters"), and (ii) third-party personal injury claims arising from the actual or alleged exposure to benzene in connection with the Business, but solely to the extent arising from such actual or alleged exposure that occurred during Seller's ownership and operation of the relevant Terminal at which the exposure is alleged prior to the Closing Date (collectively, "Benzene Matters"); provided that Seller's obligations under this Section 6.19(b) shall (x) expire on the date that is four (4) years after the Closing Date (the "Indemnity Period"), after which time any claims first made in relation to clauses (i) and (ii) of this Section 6.19(b) shall become Buyer's sole responsibility, (y) with respect to Off-Site Disposal Matters, not exceed, in the aggregate, $5,000,000 (the "Off-Site Disposal Indemnity Cap") and any amounts in excess of the Off-Site Disposal Indemnity Cap shall be the sole responsibility of Buyer, and (z) with respect to Benzene Matters, not exceed, in the aggregate, $5,000,000 (the "Benzene Indemnity Cap"; the Benzene Indemnity Cap and the Off-Site Disposal Indemnity Cap are collectively referred to as the "Environmental Indemnity Cap") and any amounts in excess of the Benzene Indemnity Cap shall be the sole responsibility of Buyer. Notwithstanding anything in this Section 6.19(b) to the contrary, any amounts expended by Seller pursuant to Section 6.19(a) in connection with the Specified Litigation Matters shall not be deducted from the Benzene Indemnity Cap. During the Indemnity Period, Seller shall either maintain a minimum net worth equal to or greater than the outstanding Environmental Indemnity Cap amount or otherwise provide financial assurances mutually acceptable to Seller and Buyer in an amount equal to the outstanding Environmental Indemnity Cap amount; provided that, in the event Seller is unable to maintain a minimum net worth equal to or greater than the outstanding Environmental Indemnity Cap amount, any Affiliate of Seller which satisfies such net worth requirement may assume Seller's obligations pursuant to this Section 6.19(b). The obligations of this Section 6.19(b) shall survive the Closing.

Section 6.20 Post-Closing Access to Information.

(a) For a period of one (1) year after the Closing Date, Seller shall use commercially reasonable efforts to provide, and shall cause its appropriate personnel to provide, as and when reasonably requested to do so by Buyer, access to all Tax, financial and accounting records of or relating to the Business, the Terminals or the Target Companies (excluding records provided to Buyer in connection with the Closing) in connection with matters expressly contemplated by this Agreement and the right to make copies or extracts therefrom at Buyer's sole cost and expense. During such one (1) year period, Seller shall use commercially reasonable efforts not to, and to direct its Affiliates not to, intentionally dispose of, alter or destroy any such books, records and other data without giving thirty (30) calendar days' prior written notice to Buyer and permitting Buyer, at its expense, to examine, duplicate or repossess such records, files, documents and correspondence.

(b) Seller shall reasonably cooperate with Buyer upon reasonable request to provide such financial information regarding the Business, the Terminals or the Target Companies in such form and for such periods as may be reasonably requested by Buyer, in each case, solely to the extent that Seller has previously prepared or currently has such information in its possession, in order for Buyer to meet the requirements of Regulation S-X of the U.S. Securities and Exchange Commission or other applicable U.S. federal securities laws. Any such cooperation and financial information shall be provided at Buyer's sole cost and expense, including reimbursement of all out of pocket expenses incurred by Seller in connection therewith. For the avoidance of doubt, Seller and its Affiliates shall not be required to generate or prepare any new or additional information pursuant to this Section 6.20. The provisions of this clause (b) shall survive the Closing.

Section 6.21 Affiliate Contracts. Seller shall terminate all Affiliate Contracts prior to or as of the Closing.

Section 6.22 Gulf Marketing Business. If and to the extent Seller elects to market its Gulf Marketing Business for sale pursuant to an auction process, Seller shall not cause Buyer to be precluded from participating in such process. Further, Seller hereby agrees that, prior to the expiration or termination of the initial term of the Unbranded Supply Agreement, other than a termination thereof in connection with a Marketing Business Sale (as defined in the Unbranded Supply Agreement), Seller shall not provide to the buyer of all or substantially all of the Gulf Marketing Business, whether by merger, consolidation, reorganization, sale of stock or assets or other form of corporate transaction or series of transactions, any information exclusively related to Seller's historical activities with respect to the sale of unbranded refined products to third party retail and wholesale customers in the Terminal Market Area (as defined in the Unbranded Supply Agreement), including applicable customer names, sales records, contracts and pricing information. This Section 6.22 shall survive the Closing.

ARTICLE VII

Conditions to Closing

Section 7.1 Conditions to Each Party's Obligations. The obligation of each Party to consummate the Closing is subject to the satisfaction (or waiver by such Party) on or prior to the Closing of each of the following conditions:

(a) All waiting periods applicable to the transactions contemplated by this Agreement under the HSR Act shall have expired or been terminated;

(b) No Governmental Order or applicable Law preventing the consummation of any of the transactions contemplated by this Agreement shall be in effect; provided that the Party asserting this condition shall have complied with its obligations under Section 6.8 (for the avoidance of doubt, the receipt of a pre-consummation letter from the Federal Trade Commission, the United States Department of Justice Antitrust Division, or any other Governmental Entity by either Party shall not be a basis for asserting that the condition set forth in this Section 7.1(b) has not been satisfied); and

(c) The Pre-Closing Reorganization shall have been consummated in all material respects consistent with the Reorganization Steps Plan.

Section 7.2 Conditions to Obligation of Buyer. The obligation of Buyer to consummate the Closing is subject to the satisfaction (or waiver by Buyer) on or prior to the Closing Date of each of the following additional conditions:

(a) Seller shall have performed and satisfied in all material respects each of its covenants and agreements set forth in this Agreement required to be performed and satisfied by it at or prior to the Closing;

(b) (i) The representations and warranties made by Seller (other than the representations set forth in Section 3.1, Section 3.2, the first sentence of Section 3.5(c), Section 3.7, Section 4.1, and Section 4.14 (the "Seller Specified Representations")) contained in this Agreement shall be true and correct as of the Closing as though made at and as of the Closing (without regard to any express qualifier therein as to materiality, Company Material Adverse Effect or similar qualifiers), except to the extent such representations and warranties expressly relate to an earlier date (in which case they shall be true and correct as of such earlier date) and except for such breaches that, in the aggregate, would not reasonably be expected to have a Company Material Adverse Effect; and (ii) the Seller Specified Representations shall be true and correct as of the Closing as though made at and as of the Closing (without regard to any express qualifier therein as to materiality, Company Material Adverse Effect or similar qualifiers), except to the extent such representations and warranties expressly relate to an earlier date (in which case they shall be true and correct as of such earlier date) and except for such breaches that, in the aggregate, are not material;

(c) Between the Execution Date and the Closing, there shall have been no Company Material Adverse Effect that is continuing; and

(d) Seller shall have delivered (or be ready, willing, and able to deliver at the Closing) to Buyer each Closing deliverable required to be delivered by Seller pursuant to Section 2.4(a).

Section 7.3 Conditions to Obligation of Seller. The obligation of Seller to consummate the Closing is subject to the satisfaction (or waiver by Seller) on or prior to the Closing Date of each of the following additional conditions:

(a) Buyer shall have performed and satisfied in all material respects each of its covenants and agreements set forth in this Agreement required to be performed and satisfied by it at or prior to the Closing, including the receipt by Seller of all amounts required to be paid by Buyer at the Closing under Section 2.2;

(b) (i) The representations and warranties of Buyer (other than the representations set forth in Section 5.1, Section 5.2 and Section 5.7 (the "Buyer Specified Representations")) contained in this Agreement shall be true and correct as of the Closing as though made at and as of the Closing (without regard to any express qualifier therein as to materiality, material adverse effect or similar qualifiers), except to the extent such representations and warranties expressly relate to an earlier date (in which case they shall be true and correct as of such earlier date) and except for such breaches that would not reasonably be expected to result in a material adverse effect on Buyer's ability to perform its obligations hereunder or to consummate the transactions contemplated hereby; and (ii) the Buyer Specified Representations shall be true and correct as of the Closing as though made at and as of the Closing Date (without regard to any express qualifier therein as to materiality, material adverse effect or similar qualifiers), except to the extent such representations and warranties expressly relate to an earlier date (in which case they shall be true and correct as of such earlier date) and except for such breaches that, in the aggregate, are not material; and

(c) Buyer shall have delivered (or be ready, willing, and able to deliver at the Closing) to Seller each Closing deliverable required to be delivered by Buyer pursuant to Section 2.4(b).

Section 7.4 Frustration of Closing Conditions. Neither Buyer nor Seller may rely on the failure of any condition set forth in this Article VII to be satisfied if such failure was caused by such Party's failure to act in good faith or to use its reasonable best efforts to cause the Closing to occur, as required by Section 6.8.

ARTICLE VIII

No Survival and Release

Section 8.1 No Survival. None of the representations, warranties, covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Closing, except those covenants and agreements contained herein and therein which by their terms expressly require performance after the Closing. In furtherance of the foregoing, Buyer, on behalf of itself and its Affiliates, waives, from and after the Closing, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action it may have against Seller, its Subsidiaries or their respective Affiliates relating to the subject matter of this Agreement and the schedules attached hereto and the transactions contemplated hereby and thereby, whether arising under or based upon any applicable Law (including any right, whether arising at law or in equity, to seek indemnification, contribution, cost recovery, damages, or any other recourse or remedy, including as may arise under common law), in each case, other than (a) with respect to those covenants and agreements contained herein which by their terms expressly require performance after the Closing and (b) with respect to Fraud. Notwithstanding anything to the contrary herein, (i) this Section 8.1 shall not limit or affect the ability of Buyer to recover under the R&W Insurance Policy for any matter covered thereunder, and (ii) nothing in this Agreement shall limit or restrict claims or remedies for Fraud.

Section 8.2 "As Is" Sale; Release; Seller Indemnification.

(a) EXCEPT (1) FOR THOSE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE III WITH RESPECT TO SELLER, (2) WITH RESPECT TO THOSE COVENANTS AND AGREEMENTS CONTAINED HEREIN WHICH BY THEIR TERMS EXPRESSLY REQUIRE PERFORMANCE AFTER THE CLOSING, AND (3) ARTICLE IV WITH RESPECT TO THE BUSINESS AND THE TARGET COMPANIES, (I) THE TARGET COMPANIES AND SELLER'S INTERESTS IN THE TARGET COMPANIES ARE BEING TRANSFERRED "AS IS, WHERE IS, WITH ALL FAULTS," AND (II) BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON, AND SELLER EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE TARGET COMPANIES OR THE INTERESTS OR THE PROSPECTS (FINANCIAL OR OTHERWISE), RISKS AND OTHER INCIDENTS OF THE TARGET COMPANIES AND THEIR RESPECTIVE ASSETS.

(b) EFFECTIVE AS OF THE CLOSING, FOR AND IN CONSIDERATION OF THE INTERESTS, BUYER, FOR ITSELF AND EACH OF ITS AFFILIATES (INCLUDING THE TARGET COMPANIES) AND ITS AND THEIR RESPECTIVE FORMER, CURRENT OR FUTURE DIRECTORS, OFFICERS, EMPLOYEES, GENERAL OR LIMITED PARTNERS, MANAGERS, MEMBERS, DIRECT OR INDIRECT EQUITYHOLDERS, CONTROLLING PERSONS, AFFILIATES, ATTORNEYS, ASSIGNEES, AGENTS, REPRESENTATIVES OR REPRESENTATIVES OF ANY OF THE FOREGOING, OR ANY FORMER, CURRENT OR FUTURE ESTATES, HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, SUCCESSORS, OR ASSIGNS OF ANY OF THE FOREGOING (EACH, A "BUYER RELEASOR"), HEREBY IRREVOCABLY, KNOWINGLY, AND VOLUNTARILY RELEASES, DISCHARGES, AND FOREVER WAIVES AND RELINQUISHES ALL CLAIMS, DEMANDS, OBLIGATIONS, LIABILITIES (INCLUDING ANY LIABILITY UNDER APPLICABLE ENVIRONMENTAL LAWS), DEFENSES, AFFIRMATIVE DEFENSES, SETOFFS, COUNTERCLAIMS, ACTIONS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, WHICH ANY BUYER RELEASOR HAS, MAY HAVE, OR MIGHT HAVE OR MAY ASSERT NOW OR IN THE FUTURE, AGAINST SELLER OR ANY OF ITS AFFILIATES OR ANY OF ITS OR THEIR RESPECTIVE FORMER, CURRENT AND FUTURE DIRECTORS, OFFICERS, EMPLOYEES, GENERAL AND LIMITED PARTNERS, MANAGERS, MEMBERS, DIRECT AND INDIRECT EQUITYHOLDERS, CONTROLLING PERSONS, AFFILIATES, ATTORNEYS, ASSIGNEES, AGENTS, REPRESENTATIVES AND REPRESENTATIVES OF

ANY OF THE FOREGOING, AND ANY AND ALL FORMER, CURRENT AND FUTURE ESTATES, HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, SUCCESSORS, AND ASSIGNS OF ANY OF THE FOREGOING (EACH, A "BUYER RELEASEE") ARISING OUT OF, BASED UPON, OR RESULTING FROM OR RELATING TO (I) THE BUSINESS, THE OWNERSHIP, OPERATION, MANAGEMENT, USE, OR CONTROL OF THE BUSINESS OR THE TARGET COMPANIES OR (II) THE SUBJECT MATTER OF THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED HEREBY, WHETHER OR NOT ARISING UNDER, OR BASED UPON, ANY LAW (INCLUDING ANY RIGHT, WHETHER ARISING AT LAW OR IN EQUITY, TO SEEK INDEMNIFICATION, CONTRIBUTION, COST RECOVERY, DAMAGES, OR ANY OTHER RECOURSE OR REMEDY); PROVIDED, HOWEVER, THAT NOTHING CONTAINED IN THIS SECTION 8.2(B) SHALL RELEASE, WAIVE, DISCHARGE, RELINQUISH, OR OTHERWISE AFFECT (A) THE EXPRESS RIGHTS OR OBLIGATIONS OF ANY PERSON WITH RESPECT TO ANY COVENANT OR AGREEMENT OF THE PARTIES THAT BY ITS TERMS REQUIRES PERFORMANCE AFTER THE CLOSING OR (B) ANY PARTY'S RIGHTS TO PURSUE CLAIMS FOR FRAUD (PROVIDED THAT IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT UNDER THIS AGREEMENT IN EXCESS OF THE PURCHASE PRICE). EACH BUYER RELEASEE TO WHOM THIS SECTION 8.2(B) APPLIES SHALL BE A THIRD PARTY BENEFICIARY OF THIS SECTION 8.2(B).

(c) EFFECTIVE AS OF THE CLOSING, SELLER, FOR ITSELF AND EACH OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE FORMER, CURRENT OR FUTURE DIRECTORS, OFFICERS, EMPLOYEES, GENERAL OR LIMITED PARTNERS, MANAGERS, MEMBERS, DIRECT OR INDIRECT EQUITYHOLDERS, CONTROLLING PERSONS, AFFILIATES, ATTORNEYS, ASSIGNEES, AGENTS, REPRESENTATIVES OR REPRESENTATIVES OF ANY OF THE FOREGOING, OR ANY FORMER, CURRENT OR FUTURE ESTATES, HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, SUCCESSORS, OR ASSIGNS OF ANY OF THE FOREGOING (EACH, A "SELLER RELEASOR"), HEREBY IRREVOCABLY, KNOWINGLY, AND VOLUNTARILY RELEASES, DISCHARGES, AND FOREVER WAIVES AND RELINQUISHES ALL CLAIMS, DEMANDS, OBLIGATIONS, LIABILITIES (INCLUDING ANY LIABILITY UNDER APPLICABLE ENVIRONMENTAL LAWS), DEFENSES, AFFIRMATIVE DEFENSES, SETOFFS, COUNTERCLAIMS, ACTIONS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, WHICH ANY SELLER RELEASOR HAS, MAY HAVE, OR MIGHT HAVE OR MAY ASSERT NOW OR IN THE FUTURE, AGAINST BUYER OR ANY OF ITS AFFILIATES OR ANY OF ITS OR THEIR RESPECTIVE FORMER, CURRENT AND FUTURE DIRECTORS, OFFICERS, EMPLOYEES, GENERAL AND LIMITED PARTNERS, MANAGERS, MEMBERS, DIRECT AND INDIRECT EQUITYHOLDERS, CONTROLLING PERSONS, AFFILIATES, ATTORNEYS, ASSIGNEES, AGENTS, REPRESENTATIVES AND REPRESENTATIVES OF ANY OF THE FOREGOING, AND ANY AND ALL FORMER, CURRENT AND FUTURE ESTATES, HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, SUCCESSORS, AND ASSIGNS OF ANY OF THE FOREGOING (EACH, A "SELLER RELEASEE") ARISING OUT OF, BASED UPON, OR RESULTING FROM OR RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED HEREBY, WHETHER OR NOT ARISING UNDER, OR BASED UPON, ANY LAW (INCLUDING ANY RIGHT, WHETHER ARISING AT LAW OR IN EQUITY, TO SEEK INDEMNIFICATION,

CONTRIBUTION, COST RECOVERY, DAMAGES, OR ANY OTHER RECOURSE OR REMEDY); PROVIDED, HOWEVER, THAT NOTHING CONTAINED IN THIS SECTION 8.2(C) SHALL RELEASE, WAIVE, DISCHARGE, RELINQUISH, OR OTHERWISE AFFECT (A) THE EXPRESS RIGHTS OR OBLIGATIONS OF ANY PERSON WITH RESPECT TO ANY COVENANT OR AGREEMENT OF THE PARTIES THAT BY ITS TERMS REQUIRES PERFORMANCE AFTER THE CLOSING (INCLUDING SECTION 6.19) OR (B) ANY PARTY'S RIGHTS TO PURSUE CLAIMS FOR FRAUD. EACH SELLER RELEASEE TO WHOM THIS SECTION 8.2(C) APPLIES SHALL BE A THIRD PARTY BENEFICIARY OF THIS SECTION 8.2(C). NOTWITHSTANDING THE FOREGOING WAIVER AND RELEASE SHALL NOT APPLY TO ANY CLAIMS (X) FOR THE CONSIDERATION PAYABLE PURSUANT TO THIS AGREEMENT, (Y) OF ANY EMPLOYEE OF THE TARGET COMPANIES TO RECEIVE ACCRUED BUT UNPAID, SALARY, BENEFITS, BONUSES, VACATION PAY AND EXPENSE REIMBURSEMENTS IN THE ORDINARY COURSE OF BUSINESS OR (Z) OF A CURRENT OR FORMER DIRECTOR OR OFFICER OF SELLER OR THE TARGET COMPANIES UNDER ANY INDEMNIFICATION OR REIMBURSEMENT PROVISIONS CONTAINED IN ANY ORGANIZATIONAL DOCUMENTS OF SELLER OR THE TARGET COMPANIES AS IN EFFECT ON THE DATE HEREOF. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, SELLER SHALL NOT BE REQUIRED TO INDEMNIFY OR HOLD HARMLESS ANY BUYER RELEASEE AGAINST OR REIMBURSE AND BUYER RELEASEE FOR, ANY LOSSES, LIABILITIES, CLAIMS, FINES, DEFICIENCIES, DAMAGES, TAXES, PAYMENTS (INCLUDING THOSE ARISING OUT OF ANY SETTLEMENT OR JUDGEMENT RELATING TO ANY ACTION), PENALTIES, EXPENSES AND REASONABLE ATTORNEYS', ACCOUNTANTS' AND OTHER PROFESSIONALS' FEES AND DISBURSEMENTS TO THE EXTENT THAT ANY OF THE FOREGOING WERE SPECIFICALLY TAKEN INTO ACCOUNT AS A LIABILITY THAT REDUCED THE CALCULATION OF THE PURCHASE PRICE.

(d) AFTER THE CLOSING AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS AGREEMENT, SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, THE TARGET COMPANIES, FROM AND AGAINST ANY LOSS, LIABILITY, DEFICIENCY, DAMAGE, EXPENSE OR COST (INCLUDING COSTS OF INVESTIGATION AND DEFENSE AND REASONABLE ATTORNEYS' FEES), WHETHER OR NOT INVOLVING A THIRD-PARTY CLAIM, TO THE EXTENT ARISING FROM OR BASED UPON ANY OF THE DEFENSE COSTS TO BE RETAINED BY SELLER WITH RESPECT TO THE SPECIFIED LITIGATION MATTERS, AS SET FORTH IN SECTION 6.19(A). THE OBLIGATIONS OF THIS SECTION 8.2(D) SHALL SURVIVE CLOSING.

Section 8.3Certain Limitations. Notwithstanding anything in this Agreement to the contrary, and notwithstanding the fact that any Party may be a partnership or limited liability company, by each Party's acceptance of the benefits of this Agreement, each Party hereby acknowledges and agrees that all Claims, Liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the Parties. Except for any Claims contemplated by this Agreement, no Person who is not a Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing ("Nonparty Affiliates"), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute or based upon any theory that seeks to impose Liability of a party against its owners or Affiliates, including through attempted piercing of the corporate veil) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or their negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Nonparty Affiliates. Each Nonparty Affiliate is an express third-party beneficiary of this Section 8.3.

Section 8.4 Limitation on Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS (TO THE EXTENT NOT CONSTITUTING DIRECT DAMAGES), DIMINUTION OF VALUE, OR ANY LOSS OF GOODWILL OR POSSIBLE BUSINESS AFTER THE CLOSING, WHETHER ACTUAL OR PROSPECTIVE, EXCEPT TO THE EXTENT ANY SUCH DAMAGES ARE INCLUDED IN ANY THIRD PARTY CLAIM AGAINST INDEMNIFIED PARTY FOR WHICH SUCH INDEMNIFIED PARTY IS ENTITLED TO INDEMNIFICATION UNDER THIS AGREEMENT

ARTICLE IX

Termination

Section 9.1 Termination. This Agreement may be terminated:

(a) at any time prior to the Closing Date by mutual written agreement of Buyer and Seller;

(b) by either Buyer or Seller if the Closing shall not have occurred on or prior to December 15, 2023 (the "Outside Date"); provided, however, that if, as of the Outside Date, all of the conditions set forth in Article VII have been satisfied or waived, other than the condition set forth in Section 7.1(a) or Section 7.1(b) (solely as it relates to Section 7.1(a)) and those conditions that by their nature can only be satisfied at or immediately prior to the Closing, then the Outside Date shall automatically be extended until March 15, 2024 (and such date shall be deemed the Outside Date for all relevant purposes under this Agreement); provided, further, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date or who is otherwise in material breach of any representation, warranty, covenant or other agreement contained herein;

(c) by either Buyer or Seller by giving written notice to the other Party if any Governmental Entity shall have issued an order, decree or ruling or taken any other action permanently restraining, enjoining or otherwise prohibiting the consummation of any of the transactions contemplated by this Agreement, and such order, decree, ruling or other Claim shall not be subject to appeal or shall have become final and non-appealable; provided that the right to terminate this Agreement under this Section 9.1(c) shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the primary cause of, or resulted in, such order, decree or ruling or other action; or

(d) by either Buyer or Seller by giving written notice to the other Party if there has been a breach by such other Party of any representation, warranty or covenant contained in this Agreement and (i) such breach would result in the failure to satisfy one or more of the conditions to Closing of the Party sending such notice (set forth in Section 7.2 or Section 7.3, as applicable) and (ii) such breach, if of a character that is capable of being cured, is not cured by the breaching Party within thirty (30) days of its receipt of such written notice from the other Party; provided that (x) Buyer shall not be permitted to terminate this Agreement if Buyer is then in material breach of any of its representations, warranties, covenants or other agreements contained herein and such breach would result in the failure to satisfy one or more of the conditions to the Closing set forth in Section 7.3 and (y) Seller shall not be permitted to terminate this Agreement if Seller are then in material breach of any of their representations, warranties, covenants or other agreements contained herein and such breach would result in the failure to satisfy one or more of the conditions to Closing set forth in Section 7.2.

Section 9.2Effect of Termination.

(a) If this Agreement is terminated as permitted by Section 9.1(a) through (d), such termination shall be without liability of any Party to the other Parties, except Liability of any Party to the other Party for any material breach of this Agreement occurring prior to such termination.

(b) If this Agreement is terminated by either Party pursuant to Section 9.1, written notice thereof shall forthwith be given to the other Party and the transactions contemplated by this Agreement shall be terminated, without further action by any Party; provided that Buyer, at its option, shall either (i) return all documents and other material received from Seller, its Subsidiaries and their respective Affiliates or their Representatives relating to the Business, the Target Companies or transactions contemplated by this Agreement, whether so obtained before or after the execution of this Agreement, to Seller, or (ii) destroy all copies of the foregoing documents and materials, and deliver a certificate to Seller confirming such destruction, and, in either case, shall continue to treat all confidential information received by Buyer and its Affiliates and their Representatives with respect to the Business or the Target Companies in accordance with the Confidentiality Agreement, which shall remain in full force and effect notwithstanding the termination hereof.

(c) Nothing contained in this Agreement (including this Article IX) shall prevent, limit, impede, or otherwise impair the ability of a Party to seek, enforce, or otherwise pursue any remedy available to it pursuant to Section 11.6 (including, for the avoidance of doubt, specific performance with respect to enforcing the respective obligations of the Parties pursuant to

Section 6.8 or otherwise) at any time prior to the termination of this Agreement pursuant to this Article IX.

(d) If this Agreement is terminated, this Agreement shall become null and void and of no further force or effect, except for the following provisions which shall survive such termination: (i) the indemnity set forth in Section 6.1 (Information Pending Closing); (ii) Section 6.4 (Confidentiality; Publicity); (iii) Section 6.6 (Expenses); (iv) Section 8.3 (Certain Limitations); (v) Section 8.4 (Limitation on Damages); Article IX (Termination); and (vi) Article XI (Miscellaneous).

ARTICLE X

Title Report Cooperation

Section 10.1 Title Report Cooperation. Buyer may, at Buyer's sole cost and expense, order title reports (individually and collectively, as the context requires, the "Title Report") for the Owned Real Property from Fidelity National Title Insurance Company. Buyer may, at Buyer's sole cost and expense, order surveys of the Owned Real Property (individually and collectively, as the context requires, the "Survey"). Upon request, Seller shall provide to Buyer, to the extent not already provided as of the date hereof, any existing title policies and surveys of the Owned Real Property in Seller's possession. Upon reasonable request, Seller shall use commercially reasonable efforts to provide Buyer with such additional information in Seller's possession as Buyer reasonably requires to obtain the Title Report and the Survey. In the event a Title Report indicates that any Owned Real Property is subject to a Lien recorded after the date hereof other than a Permitted Lien or any other Lien otherwise permitted pursuant to this Agreement, Seller shall use commercially reasonable efforts to remove such Lien prior to the Closing. Seller shall use its commercially reasonable efforts to assist Buyer in obtaining affidavits and certificates in the form attached hereto as Exhibit J as Fidelity National Title Insurance Company may reasonably require to issue owner's title policies to the Target Companies at Closing, including such information as is reasonably necessary for Fidelity National Title Company to delete the "standard title insurance exceptions" and any general mechanic's lien exception in such owner's title policies.

ARTICLE XI

Miscellaneous

Section 11.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a.pdf document (with confirmation of transmission) if sent prior to 8:00 p.m. in the place of receipt on a Business Day, and on the next Business Day if sent after 8:00 p.m. in the place of receipt on a Business Day or at any time on a date that is not a Business Day; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.1).

(a) if to Buyer, to:

Global Partners LP
800 South Street, Suite 500
Waltham, MA 02453
Attn: Chief Operating Officer
Email: mromaine@globalp.com

with a copy to:

Global Partners LP
800 South Street, Suite 500
Waltham, MA 02453
Attn: Philip Segaloff, Senior Associate General Counsel
Email: psegaloff@globalp.com

(b) if to Seller, to:

Gulf Oil Limited Partnership
c/o ArcLight Capital Partners, LLC
200 Clarendon Street, 55th Floor
Boston, Massachusetts 02117
Attention: Christine Miller, Associate General Counsel
Email: cmiller@arclight.com

with a copy to:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attention: Christopher G. Cross; Justin Stolte
Email: christopher.cross@lw.com; justin.stolte@lw.com

Section 11.2 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is found to be invalid or unenforceable in any jurisdiction, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, to the extent valid or enforceable, such provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 11.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or other electronic image scan transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 11.4 Amendments and Waivers. This Agreement may not be amended except by an instrument in writing signed on behalf of Buyer and Seller. Each Party may, by an instrument in writing signed on behalf of such Party, waive compliance by any other Party with any term or provision of this Agreement that such other Party was or is obligated to comply with or perform. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 11.5 Entire Agreement; No Third Party Beneficiaries. This Agreement, the Escrow Agreement, the Confidentiality Agreement, the Transition Services Agreement (together with the written agreements, Schedules and certificates referred to herein or delivered pursuant hereto) constitute the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. Except to the extent provided in Section 6.13, Section 8.3, and Section 11.12 this Agreement is for the sole benefit of the Parties and their permitted assigns and is not intended to confer upon any other Person any rights or remedies hereunder.

Section 11.6 Specific Performance. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform their respective obligations under the provisions of this Agreement were not performed in accordance with its specific terms and that any remedy at law for any breach of the provisions of this Agreement would be inadequate. Accordingly, the Parties acknowledge and agree that each Party shall be entitled to seek an injunction, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction (this being in addition to any other remedy to which they are entitled under this Agreement), without proof of damages or inadequacy of any remedy at Law and the right of specific performance is an integral part of the transactions contemplated by this Agreement and without that right, the Parties would not have entered into this Agreement. Each Party hereby waives any requirement for the securing or posting of any bond or other security in connection with the foregoing.

Section 11.7 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

Section 11.8 Consent to Jurisdiction; Waiver of Jury Trial. Each of the Parties irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery or any Federal court located in the State of Delaware, for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby. Each of the Parties further agrees that service of any process, summons, notice or document by U.S. certified mail to such Party's respective address set forth in Section 11.1 shall be effective service of process for any action, suit or proceeding in Delaware with respect to any matters to which it has submitted to jurisdiction as set forth above in the immediately preceding sentence. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (a) the Delaware Court of Chancery or (b) any Federal court located in the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.9 Assignment. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by any of the Parties without the prior written consent of each of the other Parties. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of the terms of this Section 11.9 shall be null and void, *ab initio*.

Section 11.10 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 11.11 Schedules and Exhibits. Except as otherwise provided in this Agreement, all Exhibits and Schedules referred to herein are intended to be and hereby are made a part of this Agreement. Any disclosure in the Seller Disclosure Schedule or Buyer Disclosure Schedule corresponding to and qualifying a specific numbered paragraph or Section hereof shall be deemed to correspond to and qualify any other numbered paragraph or Section relating to such Party to which the applicability or relevance of such disclosure is reasonably apparent on the face of such disclosure. Certain information set forth in the Schedules is included solely for informational purposes, is not an admission of liability with respect to the matters covered by the information, and may not be required to be disclosed pursuant to this Agreement. The specification of any dollar amount in the representations and warranties contained in this Agreement or the inclusion of any specific item in the Schedules is not intended to imply that such amounts (or higher or lower amounts) are or are not material, and no Party shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Schedules in any dispute or controversy between the parties as to whether any obligation, item, or matter not described herein or included in any Schedule is or is not material for purposes of this Agreement.

Section 11.12 Acknowledgement and Waiver.

(a) It is acknowledged by each of the Parties that Seller and its Subsidiaries have retained Latham & Watkins LLP ("L&W") to act as their counsel in connection with the transactions contemplated hereby and that L&W has not acted as counsel for any other Person in connection with the transactions contemplated hereby for conflict of interest or any other purposes. Buyer agrees that any attorney-client privilege and the expectation of client confidence attaching as a result of L&W's representation of Seller and its Subsidiaries related to the preparation for, and negotiation and consummation of, the transactions contemplated by this Agreement, including all communications among L&W and Seller, its Subsidiaries and/or their respective Affiliates in preparation for, and negotiation and consummation of, the transactions contemplated by this Agreement, shall survive the Closing and shall remain in effect. Furthermore, effective as of the

Closing, (i) all communications (and materials relating thereto) between any Target Company and L&W related to the preparation for, and negotiation and consummation of, the transactions contemplated by this Agreement are hereby assigned and transferred to Seller, (ii) Buyer, on behalf of itself and on behalf of the Target Companies, hereby releases all rights and interests to and in such communications and related materials and (iii) Buyer, on behalf of itself and on behalf of the Target Companies, hereby releases any right to assert or waive any privilege related to the communications referenced in this Section 11.12, and (iv) Buyer, on behalf of itself and on behalf of the Target Companies, acknowledges and agrees that all such rights shall reside with Seller.

(b) Buyer agrees that, notwithstanding any current or prior representation of the Target Companies by L&W, L&W shall be allowed to represent Seller or any of its Affiliates in any matters and disputes adverse to Buyer or the Target Companies that either are existing on the Execution Date or arise in the future and relate to this Agreement and the transactions contemplated hereby; and Buyer, on behalf of itself and the Target Companies, hereby waives any conflicts or claims of privilege that may arise in connection with such representation. Further, Buyer agrees that, in the event that a dispute arises after the Closing between Buyer or any Target Company, on the one hand, and Seller or any of its Affiliates on the other hand, L&W may represent Seller or its Affiliate in such dispute even though the interests of Seller or its Affiliate may be directly adverse to Buyer or a Target Company and even though L&W may have represented such Target Company in a matter substantially related to such dispute.

(c) Buyer acknowledges that any advice given to or communication with Seller, its Subsidiaries or any of their Affiliates (other than the Target Companies) shall not be subject to any joint privilege and shall be owned solely by Seller or such Subsidiary or Affiliate. Buyer hereby acknowledges that it has had the opportunity to discuss and obtain adequate information concerning the significance and material risks of, and reasonable available alternatives to, the waivers, permissions and other provisions of this Agreement, including the opportunity to consult with counsel other than L&W.

(d) L&W is expressly intended as a third party beneficiary of this Section 11.12 and, notwithstanding anything to the contrary, shall have the right to enforce this Section 11.12.

Section 11.13 Reliance on Own Judgment; Disclaimer of Reliance. THE PARTIES AGREE THAT THE TERMS OF THIS AGREEMENT ARE NEGOTIATED TERMS AND NOT BOILERPLATE. PRIOR TO SIGNING THIS AGREEMENT, ALL TERMS WERE OPEN FOR NEGOTIATION. THE PARTIES ACKNOWLEDGE THAT THEY WERE EACH REPRESENTED BY COUNSEL AND RELIED UPON SUCH COUNSEL TO ADVISE THEM IN CONNECTION WITH THE NEGOTIATION AND DRAFTING OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY ARE EACH SOPHISTICATED AND KNOWLEDGEABLE IN BUSINESS MATTERS AND HAVE DEALT WITH EACH OTHER AT ARM'S LENGTH IN NEGOTIATING THIS AGREEMENT. BY SIGNING BELOW, EACH PARTY REPRESENTS THAT IT HAS CAREFULLY REVIEWED THIS AGREEMENT, UNDERSTANDS ITS TERMS, HAS SOUGHT AND OBTAINED INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE NEGOTIATION AND PREPARATION OF THIS AGREEMENT, HAS RELIED WHOLLY UPON ITS OWN JUDGMENT, KNOWLEDGE, AND INVESTIGATION, AND THE ADVICE OF ITS RESPECTIVE COUNSEL, AND THAT IT HAS NOT RELIED UPON OR BEEN

INFLUENCED TO ANY EXTENT IN MAKING OR ENTERING INTO THIS AGREEMENT BY ANY REPRESENTATIONS OR STATEMENTS MADE BY ANY OTHER PARTY, OR BY ANYONE ACTING ON BEHALF OF ANY OTHER PARTY. THE PARTIES ALSO ACKNOWLEDGE AND AGREE THAT THE OTHER PARTY HAS NO DUTY TO MAKE ANY DISCLOSURES TO ANY OTHER PERSON IN CONNECTION WITH MAKING OR ENTERING INTO THIS AGREEMENT. THE PARTIES EXPRESSLY DISCLAIM RELIANCE ON ANY REPRESENTATION OR STATEMENT NOT MADE IN THIS AGREEMENT IN DECIDING TO ENTER INTO THIS AGREEMENT. IT IS UNDERSTOOD AND AGREED THAT, IN ENTERING INTO THIS AGREEMENT, EACH OF THE PARTIES EXPRESSLY ASSUMES THE RISK THAT A FACT NOW BELIEVED TO BE TRUE MAY HEREAFTER BE FOUND TO BE OTHER THAN TRUE, OR FOUND TO BE DIFFERENT IN MATERIAL OR IMMATERIAL RESPECTS FROM THAT WHICH IS NOW BELIEVED, AND THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THIS AGREEMENT SHALL BE AND WILL REMAIN EFFECTIVE WITHOUT REGARD FOR ANY DIFFERENCES IN FACT, OR DIFFERENCES IN THE PERCEPTION OF FACTS, THAT MAY HEREAFTER BE FOUND.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Execution Date.

SELLER:

GULF OIL LIMITED PARTNERSHIP
By: Chelsea Petroleum Products II, LLC, its General Partner

By: /s/ Eric Johnson
Name: Eric Johnson
Title: Chief Executive Officer

[Signature Page to Equity Purchase Agreement]

BUYER:

GLOBAL PARTNERS LP
by Global GP LLC, its general partner

By: /s/ Eric Slifka

Name: Eric Slifka

Title: President and Chief Executive Officer

[Signature Page to Equity Purchase Agreement]

Exhibit A
Defined Terms

As used in the Agreement, the following terms have the following meanings:

"Action" means any investigation, charge, complaint, Claim or other proceeding, in each case, by or before any Governmental Entity, whether civil, criminal, administrative or otherwise, in law or in equity.

"Affiliate," with respect to any Person, means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person; provided that, in the case of Seller, the terms "Affiliate" or "Affiliates" shall not mean ArcLight Capital Partners, LLC or its other portfolio companies, or its or their Subsidiaries, sponsors, or partners, except that for purposes of any indemnities hereunder in favor of Seller or its Affiliates and any disclaimers or releases/waivers hereunder in favor of (or to the benefit of) Seller or its Affiliates (and, in each case, similar phrases) hereunder, the terms "Affiliate" or "Affiliates" shall include such Persons. For the avoidance of doubt, (a) prior to the Closing, Affiliates of Seller shall include the Target Companies, (b) following the Closing, Affiliates of Buyer shall include the Target Companies, and (c) in no event shall Affiliates of the Target Companies be deemed to include portfolio companies of investment funds managed or advised by Affiliates of Seller.

"Affiliate Contract" means any Contract with respect to the Business between Seller, its Subsidiaries or any of their Affiliates (other than, following the consummation of the Pre-Closing Reorganization, any Target Company) and any of their respective stockholders, officers, members, managers or directors (or any members of such individual's "immediate family," as defined in Rule 16a-1 of the Securities Act), on the one hand, and Seller or, following the consummation of the Pre-Closing Reorganization, any Target Company, on the other hand.

"Antitrust Laws" means the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other federal, state or foreign law, regulation or decree designed to prohibit, restrict or regulate actions for the purpose or effect of monopolization or restraint of trade.

"Base Purchase Price" means $273,000,000.

"Benefit Plan" means any material welfare plan (as defined in Section 3(1) of ERISA), pension plan (as defined in Section 3(2) of ERISA) or bonus, incentive, deferred compensation, equity or equity-based compensation, severance, change in control, retention, termination or other benefit plan, program or policy, in each case, maintained or contributed to with respect to the Business for the benefit of any Business Employee.

"Business" means, collectively, the New Haven Terminal Business, the Woodbury Terminal Business, the Portland Terminal Business, the Linden Terminal Business and the Chelsea Terminal Business; provided that, for the avoidance of doubt, the Business does not include the Gulf Marketing Business.

"Business Day" means any day other than a Saturday or Sunday or any day banks in the State of New York are authorized or required to be closed.

"Business Employee" means each employee of Seller or its Affiliates who provides services primarily at or with respect to one of the refined product terminals operated by the Business.

"Buyer's Certificate" means a certificate signed by a duly authorized officer of Buyer confirming the matters set forth in Section 7.3(a) and Section 7.3(b).

"Buyer Disclosure Schedule" means the schedule attached hereto as Exhibit E.

"Buyer's Required Consents" means the consents specified in Section 5.3 of the Buyer Disclosure Schedule.

"Cash Equivalents" means the sum of cash (exclusive of restricted cash), cash deposits, cash equivalents and liquid investments of the Target Companies, plus all deposited but uncleared bank deposits and cash held by counterparties of the Target Companies, and less all outstanding checks and cash posted by counterparties of the Target Companies. In no event shall the calculation of Cash Equivalents include any amounts included in the calculation of Net Working Capital.

"Chelsea NewCo" has the meaning set forth in the Reorganization Steps Plan.

"Chelsea Terminal Business" means the ownership and operation of, and the receipt, storage and throughput of refined products at, the refined products terminal located at 281 Eastern Avenue, Chelsea, Massachusetts 02150.

"Claim" means any demand, claim, action, suit, proceeding, arbitration, mediation, audit, or other investigation by or before any Governmental Entity.

"Closing Date Cash Amount" means the amount of Cash Equivalents determined as of the Measurement Time.

"Closing Date Indebtedness Amount" means the Indebtedness Amount determined as of the Measurement Time.

"Closing Date Net Working Capital" means the Net Working Capital determined as of the Measurement Time.

"Closing Date Transaction Expenses" means the Transaction Expenses determined as of the Measurement Time.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and any comparable state or local Law.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Company Material Adverse Effect" means the occurrence of any change, event or effect that, individually or in the aggregate, is materially adverse to the business, financial condition, assets, Liabilities or results of operations of the Business or the Target Companies, taken as a whole, except for any such change, event or effect resulting from or arising out of (a) any changes generally affecting the industries in which the Business or the Target Companies operate, whether international, national, regional, state, provincial or local, (b) changes in general economic, regulatory or political conditions, including any acts of war (whether or not declared), armed hostilities or terrorist activities, or the escalation or worsening thereof, (c) effects of weather, meteorological events or other natural disasters or natural occurrences (including any epidemic, pandemic, disease outbreak or other spread of infectious disease (including COVID-19)) beyond the control of the Business or the Target Companies, (d) any change or prospective change of Law, regulatory policy, including any rate or tariff, GAAP or any applicable accounting standards, requirements or principles, or any interpretation thereof or any change or prospective change in the interpretation or enforcement of any of the foregoing, (e) changes or adverse conditions in the financial, banking or securities markets in general, including those relating to debt financing and, in each case, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates, (f) the announcement, execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, including losses or threatened losses of employees, service providers, customers, suppliers, distributors or others having relationships with Seller or the Business solely as a result of such announcement, (g) any labor strike, request for representation, organizing campaign, work stoppage, slowdown or other labor dispute, (h) any new terminal assets and associated refined product pipelines and pipeline and barge access points, (i) any failure by the Business or the Target Companies to meet any projections, forecasts or estimates (provided, however, that any effect, event, change, occurrence or circumstance that caused or contributed to such failure of the Business or the Target Companies to meet projections, forecasts or estimates shall not be excluded under this clause (i) to the extent not otherwise excluded from the definition of Company Material Adverse Effect), (j) the fact that the prospective owner of the Business and the Target Companies is Buyer or any Affiliate of Buyer, (k) any breach of this Agreement by Buyer, (l) any Casualty Loss Events, (m) any change, event or effect known to Buyer as of the Execution Date (including as set forth in the Seller Disclosure Schedule), (n) any actions taken (or omitted to be taken) by or at the written request of Buyer, (o) any change, event or effect that has been cured prior to the Closing, and (p) any actions expressly required to be taken in accordance with this Agreement or the other agreements contemplated hereby or consented to by Buyer; except, in the case of clauses (a) through (e) above, to the extent that any such change, event or effect has a materially disproportionate effect on the business, financial condition, assets, Liabilities or results of operations of the Business or the Target Companies, relative to businesses in the industries and geographic regions in which the Business and the Target Companies operate.

"Continuing Employee" means each Business Employee who accepts Buyer's offer of employment and assumed employment with Buyer or its Affiliate, each pursuant to Section 6.7(a).

"Contract" means any written or oral contract, lease, license, commitment, undertaking or other agreement that is legally binding.

"control" (including its correlative meanings "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

"COVID-19" means SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof, any subsequent waves and any further epidemics or pandemics arising therefrom.

"Debt Commitment Letter" means (a) the executed commitment letter, including all exhibits, schedules, annexes and amendments and or joinders thereto, between Buyer and its Affiliates and the Debt Financing Sources, and (b) excerpts of those portions of the executed fee letter associated therewith that contain any conditions to funding (if any) pursuant to which the Debt Financing Sources have committed, subject to the terms and conditions set forth therein, to lend the amounts set forth therein for the purposes of financing the transactions contemplated by this Agreement.

"Debt Financing" means the provision of the amounts set forth in the Debt Commitment Letter by the Debt Financing Sources for the purposes of financing the transactions contemplated by this Agreement (or any other debt financing being sought by Buyer in connection with the transactions contemplated by this Agreement).

"Debt Financing Sources" means those certain entities that have directly or indirectly committed to provide or have otherwise entered into agreements in connection with the Debt Financing or other financings in connection with the transactions contemplated by this Agreement, including through any joinder agreement related thereto.

"Dollars" or "$" means the lawful currency of the United States of America.

"Environmental Law" means any applicable Law relating to the protection, preservation or restoration of the environment (including air, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), including such Laws relating to the generation, use, treatment, storage, transportation, handling, disposal, the exposure to, or the Release of Hazardous Substances. For purposes of this definition, "Environmental Law" shall include the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), or any other law of similar effect.

"Environmental Liabilities" means any and all Liabilities incurred or imposed (a) pursuant to any order, notice of responsibility, directive, injunction, judgment or similar act (including settlements) by any Governmental Entity to the extent arising out of a violation of Environmental Law or (b) pursuant to any Claim by a Governmental Entity or other third Person for personal injury, property damage, damage to natural resources or remediation or response costs to the extent arising out of or attributable to any violation of, or any remedial obligation under, any applicable Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Escrow Account" means the account established pursuant to the Escrow Account in respect of the Escrow Amount.

"Escrow Account Balance" means, at any given time after Closing, the funds remaining in the Escrow Account, including any amount of interest actually earned thereon/

"Escrow Agent" means Citibank, N.A.

"Escrow Agreement" means the Escrow Agreement in the form attached hereto as Exhibit C.

"Escrow Amount" means $1,425,000.

"Estimated Closing Date Cash Amount" means Seller's good faith estimate (as of the Closing) of the Closing Date Cash Amount.

"Estimated Closing Date Indebtedness Amount" means Seller's good faith estimate (as of the Closing) of the Closing Date Indebtedness Amount.

"Estimated Closing Date Net Working Capital" means Seller's good faith estimate (as of the Closing) of the Closing Date Net Working Capital.

"Estimated Closing Date Transaction Expenses" means Seller's good faith estimate (as of the Closing) of the Closing Date Transaction Expenses.

"Estimated Purchase Price" means an amount (without duplication of any amounts) equal to (a) the Base Purchase Price, *plus* (b) the difference between the Estimated Closing Date Net Working Capital and the Working Capital Target, expressed as (i) a positive number if the Estimated Closing Date Net Working Capital is greater than the Working Capital Target, or (ii) a negative number if the Estimated Closing Date Net Working Capital is less than the Working Capital Target, *plus* (c) the Estimated Closing Date Cash Amount, *minus* (d) the Estimated Closing Date Indebtedness Amount, *minus* (e) the Estimated Closing Date Transaction Expenses.

"Export Control Laws" means (a) all applicable trade, export control, import, and antiboycott laws and regulations imposed, administered, or enforced by the U.S. government, including the Arms Export Control Act (22 U.S.C. §1778), the International Emergency Economic Powers Act (50 U.S.C. §§1701–1706), Section 999 of the Internal Revenue Code, the U.S. customs laws at Title 19 of the U.S. Code, the Export Control Reform Act of 2018 (50 U.S.C. §§4801-4861), the International Traffic in Arms Regulations (22 C.F.R. Parts 120–130), the Export Administration Regulations (15 C.F.R. Parts 730-774), the U.S. customs regulations at 19 C.F.R. Chapter I, and the Foreign Trade Regulations (15 C.F.R. Part 30), and (b) all applicable trade, export control, import, and antiboycott laws and regulations imposed, administered or enforced by any other country, except to the extent inconsistent with U.S. law.

"Fraud" means actual fraud by Seller that involves a knowing and intentional misrepresentation or omission with respect to the making of a representation or warranty expressly set forth in Article III or Article IV or confirmed in the Seller's Certificate, with the intent of inducing Buyer to act or omit to act and upon which the Buyer has relied to its detriment (as opposed to and excluding any fraud claim based on constructive knowledge, recklessness or negligent misrepresentation or a similar theory).

"GAAP" means United States generally accepted accounting principles.

"Governmental Entity" means any U.S. or foreign federal, state, provincial or local governmental authority, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, including any governmental, quasi-governmental or non-governmental body administering, regulating, or having general oversight over fuel, electricity, power or other energy-related markets.

"Governmental Order" means any binding order, writ, judgment, injunction, decree, stipulation, determination or award of any Governmental Entity.

"Gulf Marketing Agreement" means that certain Rack Sale Confirmation, by and between Buyer and Seller, substantially in the form attached hereto as Exhibit H.

"Gulf Marketing Business" means (a) the marketing and bulk sale of branded and unbranded refined products to retail and wholesale customers, including in the US Virgin Islands, (b) the marketing and sale of retail branded refined products at eleven (11) Massachusetts Turnpike service plazas, (c) the licensing of the Seller Marks, (d) the processing of credit card transactions for sales of branded refined products, (e) the procurement of the supply of refined products and blend stocks for such wholesale and retail sales, including for delivery to and sale at one or more refined products terminals, (f) all blending operations of Seller and its Affiliates and (g) all activities related to the foregoing, including product hedging and inventory management and all activities with respect to branded and unbranded marketing.

"Hazardous Substance" means any substance or material listed, defined, classified or regulated as a pollutant, contaminant, hazardous substance, toxic substance, hazardous waste, or special waste under any applicable Environmental Law, including, petroleum, petroleum products, friable asbestos, asbestos-containing materials, radioactive material, polychlorinated biphenyls, lead-based paint, and urea formaldehyde foam.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"Indebtedness" means, as of the particular time and without duplication, (a) the principal amount of, and premiums, penalties, make-whole payments or obligations or other similar costs, fees or expenses (if any), in each case, in respect of (i) any indebtedness of the Target Companies for money borrowed and (ii) any indebtedness of the Target Companies evidenced by a note, bond, debenture or other similar instrument or debt security, (b) all obligations of the type referred to in clause (a) above of other Persons for the payment of which the Target Companies are responsible or liable, as obligor, guarantor, surety or otherwise, including any guarantee of such obligations, (c) all obligations in respect of letters of credit, bankers' acceptances and similar facilities issued for the account of the Target Companies (but solely to the extent drawn and not paid), (d) all obligations of the Target Companies as lessee that are capitalized in accordance with GAAP (but not including operating or other lease obligations), (e) the net obligations, which may be positive or negative, under all interest rate and exchange rate derivatives, swaps or similar agreements of the Target Companies and (f) all obligations of the Target Companies in respect of deferred purchase price of goods and services (including with respect to the acquisition by the Target Companies of any business, division or product line or portion thereof (whether by merger, sale of stock, sale of assets or otherwise)) (other than trade payables or accruals in the ordinary course of business).

"Indebtedness Amount" means the amount Indebtedness of the Target Companies; provided, however, that in no event shall the calculation of Indebtedness Amount include any amounts included in the calculation of Net Working Capital or Transaction Expenses.

"Intellectual Property" means any intellectual property or similar proprietary rights, including: (a) patents; (b) trademarks, service marks and trade names; (c) copyrights and works of authorship; (d) internet domain name registrations; (e) trade secrets, know-how and other intellectual property rights with respect to proprietary information; (f) rights in computer software; and (g) applications or registrations with respect to any of the foregoing.

"Intercompany Accounts" means, with respect to the Business, any intercompany accounts, balances, payables, receivables or Indebtedness owing between Seller, its Subsidiaries or any of their Affiliates (other than, following the consummation of the Pre-Closing Reorganization, any Target Company), on the one hand, and Seller or, following the consummation of the Pre-Closing Reorganization, any Target Company, on the other hand.

"IRS" means the U.S. Internal Revenue Service.

"Knowledge" means, the actual knowledge, following reasonable investigation, (a) in the case of Seller, of the individuals listed in Section 1.1(i) of the Seller Disclosure Schedule and (b) in the case of Buyer, of the individuals listed in Section 1.1(i) of the Buyer Disclosure Schedule.

"Law" means any domestic or foreign, federal, state, provincial or local statute, treaty, convention, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decision, decree or other requirement of any Governmental Entity.

"Liability" means any liability, damage commitments and obligations of any kind (whether direct or indirect, whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether matured or unmatured, determined or undeterminable, whether liquidated or unliquidated, whether due or to become due, and whether in contract, tort, strict liability or otherwise), and including all reasonable and documented fees, disbursements and expenses of legal counsel, experts and consultants.

"Lien" means any mortgage, pledge, assessment, security interest, lien, adverse claim, levy, encroachment, or other similar encumbrance or restriction.

"Linden NewCo" has the meaning set forth in the Reorganization Steps Plan.

"Linden Terminal Business" means the ownership and operation of, and the receipt, storage and throughput of refined products at, the refined products terminal located at 2600 Marshes Dock Road, Linden, New Jersey 07036.

"Measurement Time" means 11:59 p.m. (New York City time) on the date immediately preceding the Closing Date.

"Net Working Capital" means the net working capital of each of the Target Companies (which, for such purposes, shall include tank bottoms as part of current assets) determined in accordance with the Working Capital Principles. In no event shall the calculation of Net Working Capital include any amounts included in the calculation of Indebtedness Amount, Cash Equivalents, or Transaction Expenses.

"New Haven NewCo" has the meaning set forth in the Reorganization Steps Plan.

"New Haven Terminal Business" means the ownership and operation of, and the receipt, storage and throughput of refined products at the refined products terminal located at 500 Waterfront Street, New Haven, Connecticut 06512.

"Organizational Documents" means, with respect to any Person, the articles or certificate of incorporation or organization and by-laws, the limited partnership agreement, the partnership agreement or the limited liability company agreement, operating agreement or such other organizational documents of such Person.

"Permits" means permits, licenses, franchises, registrations, variances, authorizations, consents and approvals obtained from any Governmental Entity, but does not include any notices of self-certifications required to be filed with any Governmental Entity.

"Permitted Liens" means any (a) mechanic's, materialmen's, laborer's, workmen's, repairmen's, carrier's and similar Liens, including all statutory Liens, arising or incurred in the ordinary course of business, (b) Liens for Taxes not yet due and payable or being contested in good faith through appropriate proceedings, (c) purchase money Liens and Liens securing rental payments under capital lease arrangements, (d) pledges or deposits under workers' compensation legislation, unemployment insurance Laws or similar Laws, (e) good faith deposits in connection with bids, tenders, leases, contracts or other agreements, including rent security deposits, (f) pledges or deposits to secure public or statutory obligations or appeal bonds, (g) Liens referred to in the Financial Statements, (h) Liens disclosed by public records or that would be disclosed by current title reports or surveys, (i) other Liens securing Indebtedness and other liabilities which have otherwise been disclosed to Buyer in writing, (j) with respect to the Real Property, easements, covenants, rights of way, zoning ordinances and similar encumbrances which do not materially impair the current use, occupancy or value of the property subject thereto, (k) Liens arising under or created by any Material Contract, this Agreement or any other agreement documents delivered or required to be delivered by any Party at the Closing pursuant to this Agreement (other than as a result of a breach or default under such Material Contract or transaction document), (l) Liens or other imperfections of title, if any, that do not, individually or in the aggregate, have a Company Material Adverse Effect and (m) Liens listed in Section 1.1(ii) of the Seller Disclosure Schedule.

"Person" means any individual, corporation, partnership, joint venture, trust, association, organization, Governmental Entity or other entity.

"Portland NewCo" has the meaning set forth in the Reorganization Steps Plan.

"Portland Terminal Business" means the ownership and operation of, and the receipt, storage and throughput of refined products at the refined products terminal located at 175 Front Street, South Portland, Maine 04106.

"Pre-Closing Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending at the end of the Closing Date.

"Pre-Closing Reorganization" means the actions and transactions described in the Reorganization Steps Plan.

"Purchase Price" means, as adjusted pursuant to Section 2.5 and without duplication of any amounts, an amount equal to (a) the Base Purchase Price, *plus* (b) the difference between the Closing Date Net Working Capital and the Working Capital Target, expressed as (i) a positive number if the Closing Date Net Working Capital is greater than the Working Capital Target, or (ii) a negative number if the Closing Date Net Working Capital is less than the Working Capital Target, *plus* (c) the Closing Date Cash Amount, *minus* (d) the Closing Date Indebtedness Amount, *minus* (e) the Closing Date Transaction Expenses.

"R&W Insurance Policy" means the representation and warranty insurance policy to be issued to Buyer or its Affiliates in connection with the transactions contemplated by this Agreement.

"Real Property" means the Owned Real Property and the Leased Real Property.

"Release" shall mean any release, spill, seepage, emission, leaking, pumping, injection, pouring, emptying, deposit, disposal, discharge, dispersal, dumping, escaping or leaching into or through the environment or within or upon any building, structure, facility or fixture of any Hazardous Substance.

"Reorganization Steps Plan" means the steps plan attached hereto as Exhibit B (as may be amended from time to time in accordance with Section 6.14).

"Representatives" means, as to any Person, the officers, directors, managers, employees, counsel, accountants, financial advisers and consultants of such Person.

"Required Consents" means, collectively, Buyer's Required Consents, Seller's Required Consents and the Target Companies' Required Consents.

"Sanctioned Country" means, at any time, a country or territory that is itself the target of comprehensive Sanctions as of such time. As of the date of this Agreement, each of the following is a Sanctioned Country: Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People's Republic, and the so-called Luhansk People's Republic.

"Sanctioned Person" means any Person that is the target of Sanctions, including: (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, the United Nations Security Council, the European Union, any Member State of the European Union, or the United Kingdom (irrespective of its status vis-à-vis the European Union); (b) any Person operating, organized, or resident in a Sanctioned Country; (c) the government of a Sanctioned Country or the Government of Venezuela; and (d) any Person fifty percent (50%) or more owned or controlled by any such Person or Persons or acting for or on behalf of such Person or Persons.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state or His Majesty's Treasury of the United Kingdom.

"Schedules" means, collectively, the Seller Disclosure Schedule and Buyer Disclosure Schedule, and each is referred to as a "Schedule."

"Seller Disclosure Schedule" means the schedule attached hereto as Exhibit F.

"Seller Marks" means the marks "Gulf", "Gulf Oil" and any other trade name, trademark or internet domain comprising or including the foregoing, and all derivatives and formulations thereof, and all logos associated therewith, including, those shown in Section 6.15 of the Seller Disclosure Schedule.

"Seller's Certificate" means a certificate signed by a duly authorized officer of Seller confirming the matters set forth in Section 7.2(a) and Section 7.2(b).

"Seller's Required Consents" means the consents specified in Section 3.3 of the Seller Disclosure Schedule.

"Straddle Period" means any taxable period beginning on or before the Closing Date and ending after the Closing Date.

"Subsidiary" means, with respect to any Person, any corporation, general or limited partnership, limited liability company, joint venture or other entity in which such Person (a) owns, directly or indirectly, fifty percent (50%) or more of the outstanding voting securities, equity securities, profits interest or capital interest, (b) is entitled to elect at least one-half of the board of directors or similar governing body or (c) in the case of a limited partnership or limited liability company, is a general partner or managing member and has the power to direct the policies, management and affairs of such entity, respectively.

"Support Obligations" means any and all obligations or liabilities relating to the guaranties, letters of credit, bonds and other credit assurances of a comparable nature made or issued by or on behalf of Seller or their Affiliates for the benefit of any Target Company, as listed or described in Section 6.12(a) of the Seller Disclosure Schedule.

"Target Companies" means, collectively, New Haven NewCo, Woodbury NewCo, Portland NewCo, Linden NewCo and Chelsea NewCo.

"Target Companies' Required Consents" means the Consents specified in Section 4.3 of the Seller Disclosure Schedule.

"Tax" or "Taxes" means any United States federal, state, local or foreign income, profits, franchise, withholding, ad valorem, personal property (tangible and intangible), employment, payroll, sales and use, social security, disability, occupation, real property, severance, excise and other taxes or other similar charges, levies or assessments in the nature of a tax imposed by a Taxing Authority, including any interest, penalty or addition thereto.

“Tax Returns” means any return, report or similar statement required to be filed with a Taxing Authority with respect to any Taxes (including any attached schedules), including any information return, claim for refund, amended return and declaration of estimated Tax.

“Taxing Authority” means, with respect to any Tax, the governmental entity or political subdivision thereof that has jurisdiction over the assessment, determination (including audit, appeal and litigation), collection or imposition of such Tax (domestic or foreign), and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

“Terminals” means singly and connectively, the refined products terminals located at (a) 2600 Marshes Dock Road, Linden, New Jersey 07036, (b) 500 Waterfront Street, New Haven, Connecticut 06512, (c) 175 Front Street, South Portland, Maine 04106, (d) 920 Kings Highway, Thorofare, New Jersey 08086 and (e) 281 Eastern Avenue, Chelsea, Massachusetts 02150.

“Transaction Documents” means this Agreement, the Escrow Agreement, the Transition Services Agreement and the other documents required to be delivered hereunder by any Party at the Closing.

“Transaction Expenses” means the aggregate amount of all fees, expenses and costs with respect to which any Target Company is or may become liable therefor, in each case, in connection with, arising out of or relating to any of the transactions contemplated by this Agreement, whether billed or payable prior to, on or after the Closing (but, in each case, limited to the extent due and not paid prior to Closing and to the extent not incurred pursuant to arrangements entered into by or at the direction of Buyer), for (a) costs, fees and expenses of investment bankers and financial advisors, brokers, agents, attorneys, accountants and other consultants, advisors and representatives, and (b) any assignment, change in control, or similar fees expressly payable as a result of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby or thereby; provided, however, that “Transaction Expenses” shall not include (i) any expense resulting from termination of employment or service of any Business Employee after the Closing or any expense that Buyer determines to pay in its sole discretion, (ii) the fees and expenses associated with the Escrow Account, which shall be borne fifty percent (50%) by Seller and fifty percent (50%) by Buyer, (iii) costs and expenses related to the Pre-Closing Reorganization, the payment of which shall be the full responsibility of Seller, (iv) any expenses for which Buyer is responsible for paying under this Agreement, or (v) any expenses for which Seller is responsible for paying under this Agreement; provided, further, that in no event shall the calculation of Transaction Expenses include any amounts included in the calculation of Net Working Capital or Indebtedness Amount or any fees and expenses to be paid out of the Escrow Account Balance.

“Transfer Taxes” means all transfer, real property transfer, sales, use, goods and services, value added, documentary, stamp duty, gross receipts, excise, and conveyance Taxes and other similar Taxes imposed on or with respect to the transactions contemplated by this Agreement

“Transition Services Agreements” means the Transition Services Agreement, substantially in the form attached hereto as Exhibit G.

“Unbranded Supply Agreement” means that Rack Sale Confirmation (Unbranded Supply), substantially in the form attached hereto as Exhibit I.

“Woodbury NewCo” has the meaning set forth in the Reorganization Steps Plan.

"Woodbury Terminal Business" means the ownership and operation of, and the receipt, storage and throughput of refined products at the refined products terminal located at 920 Kings Highway, Thorofare, New Jersey 08086.

"Working Capital Principles" means the policies, procedures, principles, practices, inclusions, exclusions and valuation and estimation methodologies, as applicable, set forth on Exhibit D, including an illustrative calculation of Net Working Capital as of September 30, 2022.

"Working Capital Target" means $0.00.

Additional defined terms have the meanings ascribed to them in the Sections specified below:

Defined Term	Section
Acquired Assets	Recitals
Agreement	PREAMBLE
Allocation	Section 6.3(d)
Anti-Money Laundering Laws	Section 4.8(c)
Balance Sheet	Section 4.6(a)
Balance Sheet Date	Section 4.6(a)
Benzene Indemnity Cap	Section 6.19(b)
Benzene Matters	Section 6.19(b)
Buyer	PREAMBLE
Buyer Releasee	Section 8.2(b)
Buyer Releasor	Section 8.2(b)
Buyer Savings Plan	Section 6.7(c)
Buyer Specified Representations	Section 7.3(b)
Casualty Loss Event	Section 6.10
Closing	Section 2.3
Closing Date	Section 2.3
Company	PREAMBLE
Confidentiality Agreement	Section 6.4(a)
Consent	Section 3.3
Deficit Amount	Section 2.5(c)
Determination	Section 2.5(b)
Dispute Notice	Section 2.5(b)
Environmental Indemnity Cap	Section 6.19(b)
Estimated Closing Statement	Section 2.2
Execution Date	PREAMBLE
FCPA	Section 4.8(c)
Filing	Section 3.3
Financial Statements	Section 4.6(a)
Indemnity Period	Section 6.19(b)
Independent Accountants	Section 2.5(b)
Insurance Policies	Section 4.16
Interests	RECITALS
Interim Period	Section 6.1

L&W	Section 11.12(a)
Labor Agreement	Section 4.11(e)
Leased Real Property	Section 4.10(b)
Material Contracts	Section 4.9(a)
Nonparty Affiliates	Section 8.3
Off-Site Disposal Indemnity Cap	Section 6.19(b)
Off-Site Disposal Matters	Section 6.19(b)
Outside Date	Section 9.1(b)
Owned Real Property	Section 4.10(a)
Party and Parties	PREAMBLE
Post-Closing Statement	Section 2.5(a)
R&W Parties	Section 6.11
Real Property Leases	Section 4.10(b)
Securities Act	Section 4.2
Seller	PREAMBLE
Seller 401(k) Plan	Section 6.7(h)
Seller Specified Representations	Section 7.2(b)
Specified Litigation Matters	Section 6.19(a)
Survey	Section 10.1
Tax Contest	Section 6.3(b)
Title Report	Section 10.1

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 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 %

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

- *Thereafter*, 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.

Exhibit 4.3

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 10.4

GLOBAL PARTNERS LP
LONG-TERM INCENTIVE PLAN
(As Amended and Restated Effective June 22, 2012
and further amended as of June 22, 2022)

SECTION 1. Purpose of the Plan.

The Global Partners LP Long-Term Incentive Plan (the "***Plan***") is intended to promote the interests of Global Partners LP, a Delaware limited partnership (the "***Company***"), by providing to Employees, Consultants and Directors incentive compensation Awards for superior performance that are based on Units. The Plan is also intended to enhance the ability of the Company and its Affiliates to attract and retain the services of individuals who are essential for the growth and profitability of the Company and to encourage those individuals to devote their best efforts to advancing the business of the Company. The Plan is hereby amended and restated in its entirety as of June 22, 2022 (the "***Effective Date***") to incorporate prior amendments to the Plan and to make certain other changes.

SECTION 2. Definitions.

As used in the Plan, the following terms shall have the meanings set forth below:

"***Affiliate***" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"***ASC Topic 718***" means Accounting Standards Codification Topic 718, *Compensation – Stock Compensation*, or any successor accounting standard.

"***Award***" means an Option, UAR, Restricted Unit, Phantom Unit, Unit Award or Substitute Award granted under the Plan, and shall include any tandem DERs granted with respect to Phantom Unit.

"***Award Agreement***" means the written or electronic agreement by which an Award shall be evidenced.

"***Board***" means the Board of Directors of the General Partner.

"***Change of Control***" shall have the meaning assigned to such term in the applicable Award Agreement; provided, however, that if the applicable Award Agreement does not define the term "Change of Control" (or a similar term), then "Change of Control" means, and shall be deemed to have occurred upon the occurrence of one or more of the following events: (i) any sale, lease, exchange or other transfer or disposition (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company or the General Partner to any

Person and/or its Affiliates, other than to the Company, the General Partner and/or any of their Affiliates; (ii) the consolidation, reorganization, merger or other transaction pursuant to which more than 50% of the combined voting power of the outstanding equity interests in the General Partner cease to be owned by the Persons (including Affiliates thereof) who own such interests as of the effective date of the initial public offering of Units; or (iii) the General Partner (or one of its Affiliates) ceasing to be the general partner of the Company.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Committee***" means the Compensation Committee of the Board or such other committee of the Board as may be appointed by the Board to administer the Plan.

"***Consultant***" means an independent contractor, other than a Director, who performs services for the benefit of the Company or an Affiliate of the Company.

"***DER***" means a distribution equivalent right, representing a contingent right, granted in tandem with a Phantom Unit, to receive an amount in cash equal to the cash distributions made by the Company with respect to a Unit during the period such tandem Phantom Unit is outstanding.

"***Director***" means a member of the Board who is not an Employee.

"***Employee***" means any employee of the Company or an employee of an Affiliate who performs services for the benefit of the Company or an Affiliate of the Company.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

"***Fair Market Value***" means, as of any given date, the closing sales price of a Unit on such date (or if there is no trading in the Units on such date, on the next preceding date on which there was trading) on the New York Stock Exchange or, if not listed on such exchange, on any other national securities exchange on which the Units are listed or on an inter-dealer quotation system, in any case, as reported in *The Wall Street Journal* (or other reporting service approved by the Committee). Notwithstanding the foregoing, in the event Units are not publicly traded at the time a determination of Fair Market Value is required to be made hereunder, the determination of Fair Market Value shall be made in good faith by the Committee and, to the extent applicable, in compliance with Section 409A.

"***General Partner***" means Global GP LLC, the general partner of the Company.

"***Option***" means an option to purchase Units granted under the Plan.

"***Participant***" means any Employee, Consultant or Director granted an Award under the Plan.

"***Person***" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other entity.

"***Phantom Unit***" means a phantom (notional) Unit granted under the Plan that, to the extent vested, entitles the Participant to receive a Unit or an amount of cash equal to the Fair Market Value of a Unit, as determined by the Committee in its discretion.

"***Restricted Period***" means the period established by the Committee with respect to an Award during which the Award remains subject to forfeiture and is either not exercisable by or payable to the Participant, as the case may be.

"***Restricted Unit***" means a Unit granted under the Plan that is subject to a Restricted Period.

"***Rule 16b-3***" means Rule 16b-3 promulgated by the SEC under the Exchange Act, or any successor rule or regulation thereto as in effect from time to time.

"***SEC***" means the Securities and Exchange Commission, or any successor thereto.

"***Section 409A***" means Section 409A of the Code and the Department of Treasury regulations and other interpretive guidance issued thereunder, including, without limitation, any such regulations or other guidance that may be issued after the Effective Date.

"***Substitute Award***" means an Award granted pursuant to Section 6(f) of the Plan.

"***Unit***" means a common unit of the Company.

"***UDR***" means a unit distribution right, granted in tandem with a Restricted Unit, representing the right to receive distributions made by the Company with respect to such Restricted Unit.

"***Unit Appreciation Right***" or "***UAR***" means an Award that, upon exercise, entitles the holder to receive the excess of the Fair Market Value of a Unit on the exercise date over the exercise price established for such Unit Appreciation Right. Such excess shall be paid in Units or in cash as set forth in the applicable Award Agreement.

"***Unit Award***" means a grant of a Unit that is not subject to a Restricted Period.

SECTION 3. Administration.

(a) General. The Plan shall be administered by the Committee. Subject to the terms of the Plan and applicable law, and in addition to other express powers and authorizations conferred on the Committee by the Plan, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to a Participant; (iii) determine the number of Units to be covered by Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be vested, settled, exercised, canceled, or forfeited; (vi) interpret and administer the Plan and any instrument or agreement relating to an Award made under the Plan; (vii) establish, amend, suspend, or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; and (viii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan. In addition to the foregoing, the Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan or an Award Agreement in such manner and to such extent as the Committee deems necessary or appropriate. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive, and binding upon all Persons, including the Company, any Affiliate, any Participant, and any beneficiary of any Award.

(b) Limitation of Liability. The Committee and each member thereof shall be entitled to, in good faith, rely or act upon any report or other information furnished to such member by any officer or Employee of the General Partner, the Company or any of their respective Affiliates, the General Partner's or the Company's legal counsel, independent auditors, consultants or any other agents assisting in the administration of the Plan. Members of the Committee and any officer or Employee of the General Partner, the Company or any of their respective Affiliates acting at the direction or on behalf of the Committee shall not be personally liable for any action or determination taken or made in good faith with respect to the Plan, and shall, to the fullest extent permitted by law, be indemnified and held harmless by the General Partner with respect to any such action or determination.

(c) Prohibition on Repricing of Awards. Subject to the provisions of Section 4(c) hereof, the terms of outstanding Award Agreements may not be amended without the approval of the Company's unitholders so as to (i) reduce the per Unit exercise price of any outstanding Options or Unit Appreciation Rights, (ii) cancel any outstanding Options or Unit Appreciation Rights in exchange for cash or other Awards when the Option or Unit Appreciation Right price per Unit exceeds the Fair Market Value of the underlying Units or (iii) otherwise reprice any Option or Unit Appreciation Right. Subject to Section 4(c), Section 7(c) and Section 8(l), the Committee shall have the authority, without the approval of the unitholders of the Company, to amend any outstanding Award to increase the per Unit exercise price of any outstanding Options or Unit Appreciation Rights or to cancel and replace any outstanding Options or Unit Appreciation Rights with the grant of Options or Unit Appreciation Rights having a per Unit exercise price that is greater than or equal to the per Unit exercise price of the original Options or Unit Appreciation Rights.

SECTION 4. Units.

(a) Limits on Units Deliverable. Subject to adjustment as provided in Section 4(c), the maximum number of Units that may be delivered with respect to Awards under the Plan is 4,300,000; provided, however, that if any Award terminates or is canceled prior to and without delivery of Units or if an Award is forfeited (including the forfeiture of Restricted Units) without the delivery of Units, then the Units covered by such Award, to the extent of such termination, cancellation, or forfeiture shall again be Units with respect to which Awards may be granted. Units withheld from an Award to either satisfy the exercise or other purchase price of an Award or the tax withholding obligations of the General Partner or one of its Affiliates with respect to such Award, such Units shall again be available for future delivery pursuant to other Awards granted under the Plan. Notwithstanding the foregoing, there shall not be any limitation on the number of Awards that may be granted under the Plan and paid in cash, and any Units allocated to an Award payable in cash or Units shall, to the extent paid in cash, be again available for delivery under the Plan with respect to other Awards. With respect to UARs, the Company shall initially allocate the full number of Units subject to the UAR, and shall, upon settlement of the UAR, add back to the number of Units available under the Plan, the excess of (i) the number of Units initially allocated with respect to the UAR over (ii) the number of Units, if any, delivered in settlement of the UAR.

(b) Sources of Units Deliverable Under Awards. Any Units delivered pursuant to an Award shall consist, in whole or in part, of Units acquired in the open market or from any Affiliate or any other Person, Units otherwise issuable by the Company, or any combination of the foregoing, as determined by the Committee in its sole discretion.

(c) Adjustments. In the event that the Committee determines that any distribution (whether in the form of cash, Units, other securities, or other property), recapitalization, split, reverse split, reorganization, merger, Change of Control, consolidation, split-up, spin-off, combination, repurchase, or exchange of Units or other securities of the Company, issuance of warrants or other rights to purchase Units or other securities of the Company, or other similar transaction or event affects the Units such that an adjustment is determined by the Committee to be appropriate in order to prevent the dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (i) the number and type of Units (or other securities or property) with respect to which Awards may be granted, (ii) the number and type of Units (or other securities or property) subject to outstanding Awards, (iii) the grant or exercise price with respect to any Award, (iv) any other terms, conditions or limitations applicable to Awards (including, without limitation, any applicable performance targets or criteria with respect thereto) and/or (v) if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; provided, that the number of Units subject to any Award shall always be a whole number.

SECTION 5. Eligibility.

Any Employee, Consultant or Director shall be eligible to be designated a Participant and receive an Award under the Plan. Notwithstanding the foregoing, Employees, Consultants and Directors that provide services to an Affiliate of the Company that is not considered a single employer with the Company under Section 414(b) of the Code or Section 414(c) of the Code shall not be eligible to receive Awards that are subject to Section 409A of the Code until such Affiliate adopts the Plan as a participating employer in accordance with Section 8(m). Further, if the Units issuable pursuant to an Award are intended to be registered with the SEC under the Securities Act on a Form S-8 Registration Statement ("***Form S-8***"), then only Employees, Consultants, and Directors of the Company or a parent or subsidiary of the Company (within the meaning of General Instruction A.1(a) to Form S-8) will be eligible to receive such an Award to the extent necessary pursuant to Form S-8 to ensure the effective registration of the Units awarded pursuant to such an Award.

SECTION 6. Awards.

(a) Options. The Committee shall have the authority to determine the Employees, Consultants and Directors to whom Options shall be granted, the number of Units to be covered by each Option, the exercise price therefor and the conditions and limitations applicable to the exercise of the Option, including the following terms and conditions and such additional terms and conditions, as the Committee shall determine, that are not inconsistent with the provisions of the Plan. Options that are intended to comply with Treasury Regulation Section 1.409A-1(b)(5)(i)(A) or any successor regulation, may be granted only if the requirements of Treasury Regulation Section 1.409A-1(b)(5)(iii), or any successor regulation, are satisfied. Options that are otherwise exempt from or compliant with Section 409A may be granted to any eligible Employee, Consultant or Director.

(i) Exercise Price. The exercise price per Unit under an Option shall be determined by the Committee at the time the Option is granted and, except with respect to Substitute Awards, may not be less than the Fair Market Value of a Unit as of the date of grant.

(ii) Time and Method of Exercise. The Committee shall determine (a) the time or times at which an Option may be exercised in whole or in part and the other exercise terms with respect to an Option, which may include, without limitation, provisions for accelerated vesting upon the achievement of specified performance goals or other events, and (b) in its discretion, the method or methods by which payment of the exercise price with respect thereto may be made or deemed to have been made, which may include, without limitation, cash, check acceptable to the Company, a "cashless" exercise through a program approved by the Company, with the consent of the Company, the withholding of Units that would otherwise be delivered to the Participant upon the exercise of the Option, other securities or other property, or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price.

(iii) Forfeitures. Except as otherwise provided in the terms of an Award Agreement, upon termination of a Participant's employment or consulting arrangement with the Company and its Affiliates or membership on the Board, whichever is applicable, for any reason during the applicable Restricted Period, all Options shall be forfeited by the Participant. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant's Options.

(b) UARs. The Committee shall have the authority to determine the Employees, Consultants and Directors to whom Unit Appreciation Rights shall be granted, the number of Units to be covered by each grant, the exercise price therefor and the conditions and limitations applicable to the exercise of the Unit Appreciation Right, including the following terms and conditions and such additional terms and conditions, as the Committee shall determine, that are not inconsistent with the provisions of the Plan. However, UARs may only be granted when the Units are publicly traded and shall terminate if the Units cease to be publicly traded. UARs that are intended to comply with Treasury Regulation Section 1.409A-1(b)(5)(i)(B) or any successor regulation may be granted only if the requirements of Treasury Regulation Section 1.409A-

1(b)(5)(iii), or any successor regulation, are satisfied. UARs that are otherwise exempt from or compliant with Section 409A may be granted to any eligible Employee, Consultant or Director.

(i) Exercise Price. The exercise price per Unit Appreciation Right shall be determined by the Committee at the time the Unit Appreciation Right is granted and, except with respect to Substitute Awards, may not be less than the Fair Market Value of a Unit as of the date of grant.

(ii) Time of Exercise. The Committee shall determine the time or times at which a Unit Appreciation Right may be exercised in whole or in part and the other exercise terms with respect a Unit Appreciation Right, which may include, without limitation, accelerated vesting upon the achievement of specified performance goals or other events.

(iii) Forfeitures. Except as otherwise provided in the terms of an Award Agreement, upon termination of a Participant's employment or consulting arrangement with the Company and its Affiliates or membership on the Board, whichever is applicable, for any reason during the applicable Restricted Period, all outstanding Unit Appreciation Rights awarded the Participant shall be automatically forfeited on such termination. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant's Unit Appreciation Rights.

(c) Phantom Units. The Committee shall have the authority to determine the Employees, Consultants, and Directors to whom Phantom Units shall be granted, the number of Phantom Units to be granted to each such Participant, the Restricted Period, the time or conditions under which the Phantom Units may become vested or forfeited, which may include, without limitation, a provision for accelerated vesting upon the achievement of specified performance goals or other events, and such other terms and conditions as the Committee may establish with respect to such Awards, including whether DERs are granted with respect to such Phantom Units.

(i) DERs. To the extent provided by the Committee, in its discretion, a grant of Phantom Units may include a tandem DER grant, which may provide that such DERs shall be paid directly to the Participant, be credited to a bookkeeping account (with or without interest in the discretion of the Committee) subject to the same vesting restrictions as the tandem Award, or be subject to such other provisions or restrictions as determined by the Committee in its discretion. Absent a contrary provision in an Award Agreement, DERs shall be paid to the Participant without restriction at the same time as ordinary cash distributions are paid by the Company to its unitholders. Notwithstanding the foregoing, DERs shall only be paid in a manner that is either exempt from or compliant with Section 409A.

(ii) Forfeitures. Except as otherwise provided in the terms of an Award Agreement, upon termination of a Participant's employment or consulting arrangement with the Company and its Affiliates or membership on the Board, whichever is applicable, for any reason during the applicable Restricted Period, all outstanding Phantom Units awarded the Participant shall be automatically forfeited on such termination. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant's Phantom Units.

(iii) Lapse of Restrictions. Upon or as soon as reasonably practical following the vesting of each Phantom Unit, subject to the provisions of Section 8(b), the Participant shall be entitled to receive from the Company one Unit or cash equal to the Fair Market Value of a Unit as of the vesting date, as determined by the Committee in its discretion.

(d) Restricted Units. The Committee shall have the authority to determine the Employees, Consultants and Directors to whom Restricted Units shall be granted, the number of Restricted Units to be granted to each such Participant, the Restricted Period, the conditions under which the Restricted Units may become vested or forfeited, which may include, without limitation, the accelerated vesting upon the achievement of specified performance goals or other events, and such other terms and conditions as the Committee may establish with respect to such Awards.

(i) UDRs. To the extent provided by the Committee, in its discretion, a grant of Restricted Units may provide that distributions made by the Company with respect to the Restricted Units shall be subject to the same forfeiture and other restrictions as the Restricted Unit and, if restricted, such distributions shall be held, without interest, until the Restricted Unit vests or is forfeited with the UDR being paid or forfeited at the same time, as the case may be. Absent such a restriction on the UDRs in an Award Agreement, UDRs shall be paid to the holder of the Restricted Unit without restriction. Notwithstanding the foregoing, UDRs shall only be paid in a manner that is either exempt from or compliant with Section 409A.

(ii) Forfeitures. Except as otherwise provided in the terms of an Award Agreement, upon termination of a Participant's employment or consulting with the Company and its Affiliates or membership on the Board, whichever is applicable, for any reason during the applicable Restricted Period, all outstanding Restricted Units awarded the Participant shall be automatically forfeited on such termination. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant's Restricted Units.

(iii) Lapse of Restrictions. Upon or as soon as reasonably practical following the vesting of each Restricted Unit, subject to the provisions of Section 8(b), the Participant shall be entitled to have the restrictions removed from his or her Unit certificate so that the Participant then holds an unrestricted Unit.

(e) Unit Awards. Unit Awards may be granted under the Plan (i) to such Employees, Consultants and/or Directors and in such amounts as the Committee, in its discretion, may select and (ii) subject to such other terms and conditions, including, without limitation, restrictions on transferability, as the Committee may establish with respect to such Awards.

(f) Substitute Awards. Awards may be granted under the Plan in substitution for similar awards held by individuals who become Employees, Consultants or Directors as a result of a merger, consolidation or acquisition by the Company or one of its Affiliates of another entity or the assets of another entity. Such Substitute Awards that are Options or Unit Appreciation Rights may have exercise prices that are less than the Fair Market Value of a Unit on the date of the substitution if such substitution complies with Section 409A.

(g) General.

(i) Awards May Be Granted Separately or Together. Awards may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with, or in substitution for any other Award granted under the Plan or any award granted under any other plan of the Company or any Affiliate. Awards granted in addition to or in tandem with other Awards or awards granted under any other plan of the Company or any Affiliate may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(ii) Limits on Transfer of Awards.

(A) Except as provided in paragraph (C) below or as provided in an Award Agreement, each Option and Unit Appreciation Right shall be exercisable only by the Participant during the Participant's lifetime, or by the person to whom the Participant's rights shall pass by will or the laws of descent and distribution.

(B) Except as provided in paragraph (C) below, no Award and no right under any such Award may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant other than by will or the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate.

(C) To the extent specifically provided or approved by the Committee with respect to an Award, an Award may be transferred by a Participant without consideration to immediate family members or related family trusts, limited partnerships or similar entities on such terms and conditions as the Committee may from time to time establish or by will or the laws of descent and distribution.

(iii) Term of Awards. The term of each Award shall be for such period as may be determined by the Committee.

(iv) Unit Certificates. All certificates for Units or other securities of the Company delivered under the Plan pursuant to any Award or the exercise thereof may be evidenced in any manner deemed appropriate by the Committee, in its sole discretion, including, without limitation, in the form of a certificate issued in the name of the Participant or by book entry, electronic or otherwise, and shall be subject to such stop-transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and/or other requirements of the SEC, any securities exchange upon which such Units or other securities are then listed, and any applicable federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates or book entry to make appropriate reference to such restrictions.

(v) Consideration for Grants. To the extent permitted by applicable law, Awards may be granted for such consideration, including services, as the Committee shall determine.

(vi) Delivery of Units or other Securities and Payment by Participant of Consideration. Notwithstanding anything in the Plan or any Award Agreement to the contrary, subject to compliance with Section 409A, the Company shall not be required to issue or deliver any certificates or make any book entries evidencing Units pursuant to the exercise or vesting of any Award, unless and until the Board or the Committee has determined, with advice of counsel, that the issuance of such Units is in compliance with all applicable laws, regulations of governmental authorities and, if applicable, the requirements of any securities exchange on which the Units are listed or traded, and the Units are covered by an effective registration statement or applicable exemption from registration. In addition to the terms and conditions provided herein, the Board or the Committee may require that a Participant make such reasonable covenants, agreements, and representations as the Board or the Committee, in its discretion, deems advisable in order to comply with any such laws, regulations, or requirements. Without limiting the generality of the foregoing, the delivery of Units pursuant to the exercise or vesting of an Award may be deferred for any period during which, in the good faith determination of the Committee, the Company is not reasonably able to obtain or deliver Units pursuant to such Award without violating applicable law or the applicable rules or regulations of any governmental agency or securities exchange. No Units or other securities shall be delivered pursuant to any Award until payment in full of any amount required to be paid pursuant to the Plan or the applicable Award Agreement (including, without limitation, any exercise price or tax withholding) is received by the Company.

(vii) Change of Control, Similar Events. In the event of a Change of Control, the Committee, in its sole discretion, may provide that all Awards then outstanding shall become fully exercisable and payable in full, as the case may be, on such Change of Control or at such earlier time as the Committee may provide. In the event the Company or the General Partner shall become a party to any corporate or partnership merger, consolidation, split-up, spin-off, reorganization, or liquidation that does not constitute a Change of Control (a "***Similar Event***"), the Committee, in its sole discretion, may provide for the complete or partial acceleration of any time periods relating to the exercise or vesting of any outstanding Award so that such Award may be exercised or paid in full, as the case may be, on or before the date such Award would otherwise have been exercisable or payable. In addition, in the event of a Change of Control or a Similar Event the Committee may, without the approval of any Person, including any Participant, in its sole discretion (A) cause any Award then outstanding to be assumed by the surviving entity in such transaction; (B) require the mandatory surrender to the Company by any Participant or beneficiary of some or all of the outstanding Awards held by such Person (irrespective of whether such Awards are then exercisable or payable under the provisions of the Plan) as of a date specified by the Committee, in which event such Awards shall be cancelled and each Person paid an amount of cash per unit equal to the amount that could have been attained upon the exercise or vesting of such Award or realization of the holder's rights had such Award been currently exercisable or payable; (C) require the substitution of a new Award for some or all of the outstanding Awards held by a holder (irrespective of whether such Awards are then exercisable or vested under the provisions of the Plan) provided that any replacement or substituted Award shall be equivalent in economic value to the holder, as determined by the Committee; (D) make such adjustments to any Award then outstanding as the Committee deems appropriate to reflect such Change of Control or Similar Event; and (E) require that any Award must be exercised in connection with or prior to the closing of such Change of Control or Similar Event, and that if not so exercised such Award will expire. Any such determinations by the Committee may be made generally with respect to all Participants, or may be made on a case-by-case basis with respect to particular Participant(s). Notwithstanding the foregoing or any provision contained in the applicable Award Agreement, no Award that is subject to Section 409A shall be payable or exerciseable as described above unless the Change of Control also constitutes a "change in the ownership or effective control" or "in the ownership of a substantial portion of the assets" within the meaning of the Section 409A.

SECTION 7. Amendment and Termination.

Except to the extent prohibited by applicable law:

(a) Amendments to the Plan. Except as required by applicable law or the rules of the principal securities exchange on which the Units are traded and subject to Section 7(b) below, the Board or the Committee may amend, alter, suspend, discontinue, or terminate the Plan in any manner, without the consent of any partner, Participant, other holder or beneficiary of an Award, or other Person.

(b) Amendments to Awards. Subject to Section 7(a), the Committee may waive any conditions or rights under, amend any terms of, or alter any Award theretofore granted, provided no change, other than pursuant to Section 7(c), in any Award shall materially reduce the rights or benefits of a Participant with respect to such Award without the consent of such Participant.

(c) Adjustment of Awards Upon the Occurrence of Certain Unusual or Nonrecurring Events. The Committee may make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 4(c) of the Plan) affecting the Company or the financial statements of the Company, or of changes in applicable laws, regulations, or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or an outstanding Award. Without limiting the foregoing, the Committee, in its sole discretion, without the consent of any Participant or holder of an Award, and on such terms and conditions as it deems appropriate, may take any one or more of the following actions:

(i) provide for either (A) the termination of any Award in exchange for a payment in an amount, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights under such Award (and, for the avoidance of doubt, if as of the date of the occurrence of such transaction or event the Committee determines in good faith that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment) or (B) the replacement of such Award with other rights or property selected by the Committee in its sole discretion having an aggregate value not exceeding the amount that could have been attained upon the exercise of such Award or realization of the Participant's rights had such Award been currently exercisable or payable or fully vested;

(ii) provide that such Award be assumed by the successor or survivor entity, or a parent or subsidiary thereof, or be exchanged for similar options, rights or awards covering the equity of the successor or survivor, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of equity interests and prices;

(iii) make adjustments in the number and type of Units (or other securities or property) subject to outstanding Awards, and in the number and kind of outstanding Awards or in the terms and conditions of (including the exercise price), and the vesting and performance criteria included in, outstanding Awards, or both;

(iv) provide that such Award shall vest or become exercisable or payable, notwithstanding anything to the contrary in the Plan or the applicable Award Agreement; and

(v) provide that such Award shall vest or become exercisable or payable, notwithstanding anything to the contrary in the Plan or the applicable Award Agreement.

Notwithstanding the foregoing, (i) with respect to an above event that is an "equity restructuring" event that would be subject to a compensation expense pursuant to ASC Topic 718, or any successor accounting standard, the provisions in Section 4(c) shall control to the extent they are in conflict with the discretionary provisions of this Section 7(c); provided, however, that nothing in this Section 7(c) or Section 4(c) shall be construed as providing any Participant or any beneficiary any rights with respect to the "time value", "economic opportunity" or "intrinsic value" of an Award or limiting in any manner the Committee's actions that may be taken with respect to an Award as set forth above or in Section 4(c); and (ii) no action shall be taken under this Section 7(c) which shall cause an Award to fail to comply with Section 409A, to the extent Section 409A is applicable to such Award.

SECTION 8. General Provisions.

(a) No Rights to Award. No Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Participants. The terms and conditions of Awards need not be the same with respect to each recipient.

(b) Tax Withholding. Unless other arrangements have been made that are acceptable to the General Partner, the General Partner and each of its Affiliates is authorized to deduct or withhold from any Award, or cause to be deducted or withheld, from any payment due or transfer made under any Award or from any compensation or other amount owing to a Participant the amount (in cash, Units, other securities or property, or Units that would otherwise be issued or delivered pursuant to such Award) of any applicable taxes payable in respect of the grant or settlement of an Award, its exercise, the lapse of restrictions thereon, or any other payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the General Partner to satisfy its withholding obligations for the payment of such taxes. Notwithstanding the foregoing, with respect to any Participant who is subject to Rule 16b-3, except as otherwise provided in any tax withholding policy or procedure adopted by the General Partner, such tax withholding automatically shall be effected by the General Partner or one of its Affiliates either by (i) withholding Units otherwise deliverable to the Participant on the vesting or payment of such Award or (ii) requiring the Participant to pay an amount equal to the applicable taxes payable in cash. In the event that Units that would otherwise be issued pursuant to an Award are used to satisfy such withholding obligations, the number of Units which may be withheld or surrendered shall be limited to the number of Units which have a Fair Market Value (which, in the case of a broker-assisted transaction, shall be determined by the Committee, consistent with applicable provisions of the Code), on the date of withholding, equal to the aggregate amount of such liabilities based on the minimum statutory withholding rates for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such supplemental taxable income.

(c) No Right to Employment or Services. The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of the General Partner or any of its Affiliates or to remain on the Board or a Consultant, as applicable. Further, the General Partner or any of its Affiliates may at any time dismiss a Participant from employment or terminate a consulting relationship, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement.

(d) Governing Law. The validity, construction, and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

(e) Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable law or, if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

(f) Other Laws. The Committee may refuse to issue or transfer any Units or other consideration under an Award if, in its sole discretion, it determines that the issuance or transfer of such Units or such other consideration might violate any applicable law or regulation, the rules of the principal securities exchange on which the Units are then traded, or result in recoverable short-swing profits under Section 16(b) of the Exchange Act, and any payment tendered to the Company by a Participant, other holder or beneficiary in connection with the exercise of such Award shall be promptly refunded to the relevant Participant, holder or beneficiary.

(g) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the

Company or any participating Affiliate and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any participating Affiliate pursuant to an Award, such right shall be no greater than the right of any general unsecured creditor of the Company or any participating Affiliate.

(h) No Fractional Units. No fractional Units shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional Units or whether such fractional Units or any rights thereto shall be canceled, terminated, or otherwise eliminated.

(i) Headings. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

(j) Facility Payment. Any amounts payable hereunder to any person under legal disability or who, in the judgment of the Committee, is unable to properly manage his financial affairs, may be paid to the legal representative of such person, or may be applied for the benefit of such person in any manner which the Committee may select, and the Company shall be relieved of any further liability for payment of such amounts.

(k) Gender and Number. Words in the masculine gender shall include the feminine gender, the plural shall include the singular and the singular shall include the plural.

(l) Section 409A. To the extent that the Committee determines that any Award granted under the Plan is subject to Section 409A, the Award Agreement evidencing such Award shall include the terms and conditions required by Section 409A. To the extent applicable, the Plan and Award Agreements shall be interpreted in accordance with Section 409A. Notwithstanding any provision of the Plan to the contrary, in the event that following the Effective Date, the Committee determines that any Award may be subject to Section 409A, the Committee may adopt such amendments to the Plan and the applicable Award Agreement, adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), and/or take any other actions that the Committee determines are necessary or appropriate to preserve the intended tax treatment of the Award, including without limitation, actions intended to (i) exempt the Award from Section 409A or (ii) comply with the requirements of Section 409A; provided, however, that nothing herein shall create any obligation on the part of the Committee, the Company, the General Partner or any of their respective Affiliates to adopt any such amendment, policy or procedure or take any such other action, nor shall the Committee, the Company, the General Partner or any of their respective Affiliates have any liability for failing to do so. Notwithstanding any provision in the Plan to the contrary, the time of payment with respect to any Award that is subject to Section 409A shall not be accelerated, except as permitted under Treasury Regulation Section 1.409A-3(j)(4).

(m) Participation by Affiliates. With the consent of the Committee, any Affiliate of the Company that is not considered a single employer with the Company under Section 414(b) of the Code or Section 414(c) of the Code may adopt the Plan for the benefit of its Employees, Consultants or Directors by written instrument delivered to the Committee before the grant to such Affiliate's Employees, Consultants or Directors under the Plan of any Award that is subject to Section 409A of the Code. In making Awards to Consultants and Employees employed by an entity other than the General Partner, the Committee shall be acting on behalf of the Affiliate, and to the extent the Company has an obligation to reimburse the Company for compensation paid to Consultants and Employees for services rendered for the benefit of the Company, such payments or reimbursement payments may be made by the Company directly to the Affiliate.

(n) Clawback. Notwithstanding any provisions in the Plan to the contrary, to the extent required by (i) applicable law, including, without limitation, the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, any SEC rule or any applicable securities exchange listing standards and/or (ii) any policy that may be adopted by the Board, Awards and amounts paid or payable pursuant to or with respect to Awards shall be subject to clawback to the extent necessary to comply with such law(s) and/or policy, which clawback may include forfeiture, repurchase and/or recoupment of Awards and amounts paid or payable pursuant to or with respect to Awards.

SECTION 9. Term of the Plan.

The Plan, as amended and restated hereby, shall be effective as of June 22, 2022 and shall continue until the earliest of (i) the date terminated by the Board or the Committee, (ii) the date Units are no longer available for Awards under the Plan or (iii) June 22, 2032. However, any Award granted prior to such termination, and the authority of the Board or the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award or to waive any conditions or rights under such Award, shall extend beyond such termination date.

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, 2022, 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 27, 2023, with respect to the consolidated financial statements 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, 2022.

/s/ Ernst & Young LLP

Boston, Massachusetts
February 27, 2023

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, 2022 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 27, 2023

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, 2022 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 27, 2023

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, 2022 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 27, 2023

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, 2022 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 27, 2023

By: /s/ Gregory B. Hanson
Gregory B. Hanson
Chief Financial Officer
of Global GP LLC, general partner
of Global Partners LP