BLANKET PURCHASE ORDER
STATE OF MARYLAND

*************** STATE OF MARYLAND ***************

BPO NO: 001B9400346 PRINT DATE: 02/06/19 PAGE: 01

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1320135618
JAMES RIVER SOLUTIONS
10487 LAKERIDGE PARKWAY
ASHLAND, VA 23005
(804) 358-9000

REFER QUESTIONS TO:
CALVIN GLADDEN
(410) 767-4281
CALVIN.GLADDEN@MARYLAND.GOV

ITB: 001IT820939 EXPR DATE: 02/28/22 DISCOUNT TERMS: . NET 30 DAY
POST DATE: 02/06/19 CONTRACT AMOUNT: .00

TERMS:
ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE
NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE
VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND
ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT
#2 DIESEL FUEL FOR THE MARC TRAINS

TERM: MARCH 01, 2019 THRU FEBRUARY 28, 2022 (3 YEARS).
THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT TWO (2)
TIMES FOR AN ADDITIONAL ONE (1) YEAR PERIOD EACH AT THE SAME TERMS,
CONDITIONS AND PRICES.

MARYLAND TRANSIT ADMINISTRATION (MTA) CONTACT NAME:
JOSHUA WOLF, CONTRACT MANAGER, (410) 856-4839, JWOLF3@MTA.MARYLAND.GOV

JRS VENDOR CONTACT: BRIDGET BAILEY, BBAILEY@JRPENERGY.COM
PHONE #: 1-804-767-8170

MBE SUBCONTRACTOR CONTACT: MARILYN R. JOHNSON
PHONE #: 1-410-939-1010 (15% MBE GOAL)

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT TWO (2)
TIMES FOR AN ADDITIONAL ONE (1) YEAR PERIOD EACH AT THE SAME TERMS
CONDITIONS AND PRICES.

THERE IS A 15% MBE GOAL ON THIS CONTRACT (BAY HILL).

PERFORMANCE AND PAYMENT BONDS:

*** CONTINUED, NEXT PAGE ***
PERFORMANCE BOND IS REQUIRED IN THE AMOUNT OF 5% OF THE CONTRACT VALUE (NOT INCLUDING THE COST OF FUEL).

PAYMENT BOND IS REQUIRED IN THE AMOUNT OF 5% OF THE CONTRACT VALUE (NOT INCLUDING THE COST OF FUEL).

BONDING REQUIREMENTS WILL BE FOR ONE (1) YEAR, RENEWABLE ANNUALLY FOR THE DURATION OF THE CONTRACT.

ORDERS AS REQUIRED WILL BE PLACED DIRECT TO SUPPLIER BY THE USING AUTHORITY, INDICATING DELIVERY AND BILLING INSTRUCTIONS.

VENDORS ARE TO HAVE MANNED TELEPHONES FOR ACKNOWLEDGING ORDERS DURING NORMAL HOURS.

ORDERS RECORDED ELECTRONICALLY AFTER HOURS MUST BE ACKNOWLEDGED BY TELEPHONE BY THE VENDOR THE NEXT WORKING MORNING.

THE BASE FOR THIS CONTRACT SHALL BE THE BALTIMORE AVERAGE FOR RED DYED ULTRA LOW SULFUR DIESEL FUEL AS LISTED IN THE OPIS DAILY REPORT FOR THE DAY THE FUEL IS DELIVERED.

CONTRACT PRICE IS THE BASE PLUS THE BID COST PER GALLON FOR FURNISHING AND DELIVERING THE FUEL TO THE LOCATIONS SPECIFIED. PRICES INCLUDE ANY TRANSPORTATION COSTS, ADMINISTRATIVE COSTS, AND ANY OTHER FEES REQUIRED.

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. DESTINATION.

QUOTED PRICES MUST BE EXCLUSIVE OF ALL TAXES. MOTOR FUEL PURCHASES OCCURRING FROM ANY RESULTANT CONTRACT MUST EXCLUDE THE FEDERAL EXCISE TAX. SUPPLIERS MUST PAY THE TAX AND FILE FOR THE REFUND UNDER SECTION 64-16 OF THE I.R.S. CODE.

STATE AGENCIES ARE EXEMPT FROM THE FEDERAL EXCISE TAXES ON MOTOR FUELS. THE MASS TRANSIT ADMINISTRATION IS EXEMPT BY LAW FROM THE STATE OF MARYLAND MOTOR VEHICLE FUEL TAXES.

THE STATE OF MARYLAND FUEL TRANSFER FEE IS INCLUDED IN THE CONTRACT PRICE AS IT IS NOT A TAX.

NOTE: THE TAX INFORMATION PROVIDED HEREIN WAS BELIEVED CURRENT WHEN WRITTEN AND IS IN NO WAY TO BE CONSTRUED AS THE LATEST IN EFFECT. RESPONSIBILITY FOR THE PROPER ASSESSMENT OF APPLICABLE CURRENT TAXES LIES WITH CONTRACTOR.
QUOTED PRICES ARE NOT TO INCLUDE ANY TAXES: APPLICABLE TAXES ARE TO BE LISTED ON INVOICES AS SEPARATE LINE ITEMS.

CONTRACTOR SHALL LIST ON THE INVOICES:
1. TYPE OF FUEL DELIVERED;
2. PRICE PER GALLON PER THE DAILY OPIS REPORT;
3. TOTAL COST OF FUEL;
4. BID PRICE PER GALLON FOR DELIVERY; AND
5. TOTAL DELIVERY COST.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

IF DELIVERY CRITERIA ARE NOT MET, PRODUCT WILL BE PURCHASED ON THE OPEN MARKET AND THE DIFFERENTIAL WILL BE CHARGED BACK TO THE VENDOR.

SPILLS: THE CONTRACTOR WILL BE REQUIRED TO CLEAN UP ANY SPILLAGE DURING THE DELIVERY AND WITHIN FOUR (4) HOURS FROM TIME OF SPILLAGE. IN THE EVENT THE CONTRACTOR FAILS TO DO SO DURING THE SPECIFIED TIME, THE STATE RESERVES THE RIGHT TO CONTRACT FOR SUCH CLEANING AND INVOICE THE CONTRACTOR. IF REQUIRED, THE CONTRACTOR SHALL RESTORE THE PREMISES TO THE ORIGINAL CONDITION BY THE REPLACEMENT OF SOIL, SHRUBS, GRASS, ETC. THAT MAY BE AFFECTED BY THE SPILL. ALL SPILLAGE OF PRODUCT SHALL ALSO BE REPORTED TO THE MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE) IN ACCORDANCE WITH MDE REGULATIONS AS WELL AS ANY OTHER NOTIFICATION REQUIREMENTS TO STATE, FEDERAL AND LOCAL PUBLIC ENTITIES.

MARC DIESEL FUEL VENDOR TRANSITION PLAN:

MARC TRAIN SERVICES ANTICIPATES A TWO-WEEK TRANSITION PERIOD. IN THIS TIME, THE NEW VENDOR WILL RECEIVE THE NECESSARY TRAINING, PARTICIPATE IN THE SITE VISITS AND FUELING DEMONSTRATIONS, AND WORK WITH MARC TRAIN SERVICE ON SCHEDULING, BILLING, AND REPORTING.

2 WEEKS PRIOR TO CONTRACT EXPIRATION:
MARC WILL REQUEST THAT THE RESERVE TANK AT RIVERSIDE YARD BE FUELED TO MAXIMUM CAPACITY (300,000 GALLONS). THIS WILL PROVIDE A TEN-WEEK SURPLUS IN AN EMERGENCY, DELIVERY CAN BE MADE FROM THIS TANK TO ALL FUELING LOCATIONS BY BTS UNDER THE O&M CONTRACT (MTA-1360). THIS ADDITIONAL FUELING WILL ALSO HEDGE AGAINST ANY COST INCREASE INCURRED IN THE NEW CONTRACT. NEW VENDOR IS SELECTED BY DGS & NTP IS ISSUED. MARC & BTS WILL SCHEDULE A KICK-OFF MEETING WITH THE SELECTED VENDOR.

*** CONTINUED, NEXT PAGE ***
BLANKET PURCHASE ORDER
STATE OF MARYLAND

******* STATE OF MARYLAND **************

BPO NO: 001B9400346 PRINT DATE: 02/06/19 PAGE: 04

TERMS (cont'd):

DAY 1: MARC AND BTS WILL SCHEDULE A KICK-OFF MEETING WITH THE SELECTED VENDOR.

DAY 2: MARC WILL SUPPLY THE SELECTED VENDOR WITH SAMPLE FUEL LEVEL
DAY 7: THE KICK-OFF MEETING WILL BE HELD. MARC STAFF & BTS WILL REVIEW
RAIL SAFETY, FUELING OPERATION PROCEDURES, AND BILLING WITH THE
SELECTED VENDOR.

DAY 8 & 9: BTS & MARC STAFF WILL PROVIDE A TOUR OF ALL LOCATIONS AND
BRIEF THE VENDOR ON LOCATION SAFETY FEATURES, EMERGENCY
RESPONSE PROCEDURES, AND SITE-SPECIFIC FUELING INSTRUCTIONS/

DAY 11: VENDOR WILL CONFIRM PROCUREMENT OF ALL NEEDED EQUIPMENT FOR
MARC DELIVERIES.

DAY 14: TRANSITION DAY - NEW VENDOR BEGINS DELIVERIES.

DAYS 14-28: BTS STAFF WILL PROVIDE ADDITIONAL STAFF TO SUPERVISE ALL
INITIAL FUELING EVENTS. BTS WILL PROVIDE AS NEEDED
ADDITIONAL TRAINING TO ENSURE PROPER AND SAFE FUELING
OPERATION. BTS WILL PROVIDE A STATUS REPORT TO MARC
MANAGEMENT INDICATING ANY CONCERNS OR CORRECTIVE ACTION NEEDED.

DAYS 14-28: MARC SAFETY OFFICER WILL PERFORM PERIODIC INSPECTIONS OF F
FUELING OPERATIONS TO ENSURE THAT THE WORK COMPLIES WITH ALL AGENCY,
STATE, AND FEDERAL REQUIREMENTS.

<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>40509-200000</td>
<td>GL</td>
<td>.1600</td>
</tr>
</tbody>
</table>

FUEL OIL, DIESEL #2
LOCOMOTIVE DIESEL FUEL

MARC'S MARTINSBURG, WV LAYOVER FACILITY
1 EXCHANGE PLACE, MARTINSBURG, WV 25401
<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0002</td>
<td>40509-200000</td>
<td>GL</td>
<td>.0115</td>
</tr>
</tbody>
</table>

FUEL OIL, DIESEL #2
LOCOMOTIVE DIESEL FUEL

MARC'S FREDERICK LAYOVER FACILITY
7900 REICHS FORD RD, FREDERICK, MD 21701

| 0003   | 40509-200000   | GL  | .1500     |

FUEL OIL, DIESEL #2
LOCOMOTIVE DIESEL FUEL

MARC'S MARTIN AIRPORT MAINTENANCE FACILITY
2700 EASTERN BLVD, BALTIMORE, MD 21220

| 0004   | 40509-200000   | GL  | .0001     |

FUEL OIL, DIESEL #2
LOCOMOTIVE DIESEL FUEL

MARC'S RIVERSIDE MAINTENANCE FACILITY
1600 LUDLOW STREET, BALTIMORE, MD 21230

NOTE: ITEM # 4 IS ACTUALLY -$0.005 (MINUS). THE SYSTEM WILL NOT ALLOW A NEGATIVE ENTRY, THEREFORE, THE ACTUAL MINUS/NEGATIVE DOLLAR AMOUNT CANNOT BE REFLECTED ON THE BPO LINE ITEMS.

| 0005   | 40509-200000   | GL  | .0050     |

FUEL OIL, DIESEL #2
LOCOMOTIVE DIESEL FUEL

MARC'S BRUNSWICK MAINTENANCE FACILITY
100 S. MAPLE AVENUE, BRUNSWICK, MD 21716
BLANKET PURCHASE ORDER
STATE OF MARYLAND

BPO NO: 001B9400346 PRINT DATE: 02/06/19 PAGE: 06

<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>0006</td>
<td>40509-200000</td>
<td>GL</td>
<td>.1200</td>
</tr>
<tr>
<td></td>
<td>FUEL OIL, DIESEL #2, LOCOMOTIVE DIESEL FUEL</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MARC'S BALTIMORE PENN STATION</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1500 N CHARLES STREET, BALTIMORE, MD 21201</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0007</td>
<td>40509-200000</td>
<td>GL</td>
<td>.1200</td>
</tr>
<tr>
<td></td>
<td>FUEL OIL, DIESEL #2, LOCOMOTIVE DIESEL FUEL</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MARC'S UNION STATION WEDGE YARD</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1801 9TH STREET NE, WASHINGTON, DC 20018</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

END OF ITEM LIST

ALL REQUIRED INSURANCE WILL BE MAINTAINED UNTIL THE STATE HAS FULLY ACCEPTED THE WORK REQUIRED UNDER THE CONTRACT. FAILURE TO OBTAIN OR TO MAINTAIN THE REQUIRED INSURANCE OR TO SUBMIT THE REQUIRED PROOF OF INSURANCE WILL BE GROUNDS FOR TERMINATION OF THE CONTRACT FOR DEFAULT.


THE MARYLAND DEPARTMENT OF GENERAL SERVICES TERMS AND CONDITIONS AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF IFB #MDDGS31040264 ARE INCORPORATED HEREIN BY REFERENCE.

*** CONTINUED, NEXT PAGE ***